



COLLECTIVE AGREEMENT

BETWEEN

OSSTF

REPRESENTING

EDUCATIONAL ASSISTANT BARGAINING UNIT
DISTRICT 7

AND

BLUEWATER DISTRICT SCHOOL BOARD

EFFECTIVE
September 1, 2008 to August 31, 2012

12758 (05)

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	STATEMENT OF PURPOSE.....	1
2	RECOGNITION.....	1
3	DEFINITIONS.....	1
4	TERM OF AGREEMENT.....	2
5	STRIKE AND LOCKOUT.....	3
6	MANAGEMENT RIGHTS.....	3
7	UNION DUES DEDUCTIONS.....	3
8	UNION SECURITY AND RIGHTS.....	4
9	CORRESPONDENCE.....	4
10	LABOUR MANAGEMENT COMMITTEE.....	4
11	GRIEVANCE PROCEDURE.....	5
12	DISCHARGE, SUSPENSION, AND DISCIPLINE.....	6
13	PERFORMANCE APPRAISAL.....	7
14	SENIORITY.....	7
15	STAFFING PROCEDURE.....	8
16	JOB POSTING.....	8
17	PROCEDURE FOR PLACEMENT.....	9
18	JOB EXCHANGE.....	11
19	JOB SECURITY.....	11
20	HOURS OF WORK.....	11
21	OVERTIME.....	12
22	HOLIDAYS.....	12
23	VACATIONS.....	13
24	SICK LEAVE PROVISIONS.....	13
25	RETIREMENT GRATUITY.....	14
26	LEAVES OF ABSENCES.....	15
27	SELF-FUNDED LEAVE PLAN.....	17
28	PAYMENT OF WAGES AND ALLOWANCES.....	18
29	TRAINING AND DEVELOPMENT.....	19
30	POLICIES AND PROCEDURES.....	19
31	PROFESSIONAL DEVELOPMENT.....	19
32	BENEFITS.....	19
33	SALARY CHART.....	20
	SIGNATURE PAGE.....	21
	MEMORANDUM OF UNDERSTANDING -Operation & Admin. of Benefit Plans.....	22
	LETTER OF AGREEMENT – Criminal Records Check.....	24
	LETTER OF UNDERSTANDING - EI Premium Reduction.....	25
	LETTER OF AGREEMENT – Parameters Around Hours of Work/Overtime for SEAS.....	26
	LETTER OF UNDERSTANDING – Workplace Violence.....	27
	LETTER OF UNDERSTANDING– Protocol Re: External Agencies.....	28
	LETTER OF UNDERSTANDING – New Positions.....	29
	LETTER OF UNDERSTANDING– Implementation of OSSTF Support Staff PDT.....	30

APPENDIX A - Extract from the <u>Employment Standards Act</u> - 2000	31
APPENDIX B – Regulations, Policies. Procedures. Forms Relevant to EA Members..	34
APPENDIX C – Summary of Compassionate Care Leave Legislation	36
APPENDIX D – Absence Clarification.....	37
APPENDIX E – Extract from the <u>Health and Safety Act</u>	38

This agreement is made this 26th day of October, 2008
Between
Ontario Secondary School Teachers' Federation, District 7 - Educational Assistants
and
Bluewater District School Board

ARTICLE 1 - STATEMENT OF PURPOSE

- 1.01 This agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Bluewater District School Board #7 (hereinafter referred to as the Board) and its Employees represented by the Ontario Secondary School Teachers' Federation, OSSTF, District 7, Educational Assistants Bargaining Unit (hereinafter referred to as the Bargaining Unit).
- 1.02 It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Board and its Employees to provide for the settlement of grievances in a prompt and equitable manner, and to maintain fair wages, hours and working conditions for Employees who are subject to the provisions of this Agreement.
- 1.03 The Employer and Union recognizes the right of all Bargaining Unit members to be treated with courtesy, respect and dignity. All forms of harassment are an affront to equitable treatment and are a serious form of misconduct.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes the Ontario Secondary School Teachers' Federation as the exclusive bargaining agent authorized to negotiate on behalf of all Educational Assistants (including Special Educational Assistant Support, Technology Facilitator and Outdoor Education Specialist) employed by the Bluewater District School Board, save and except supervisors, persons above the rank of supervisor, students employed during the school vacation period and co-operative education students as recognized by the Ontario Labour Relations Board decision of July 2, 1998.
- 2.02 The Board recognizes the negotiating team of the Educational Assistants Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 2.03 The OSSTF recognizes the Negotiating Committee of the Board as the official committee to negotiate on behalf of Bluewater District School Board.
- 2.04 The Board agrees to conduct business affecting the Bargaining Unit only with representatives authorized by the Bargaining Unit. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officers. Similarly, the Board will supply the Bargaining Unit with a list of its supervisory or other personnel with whom the Bargaining Unit may be required to transact business.
- 2.05 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.06 Representation
- (1) The Board recognizes the right of Employees to have an OSSTF representative and/or legal counsel present during any meeting with the Employer in which concerns about conduct or competence which may lead to discipline of the Employee are being considered.
 - (2) An Employee may request the presence of a union president or designate of his/her choosing at any meeting.

ARTICLE 3 - DEFINITIONS

- 3.01 Employee means a person employed by the Board who is a member of the bargaining unit described in Article 2.01 of this Agreement. For the purposes of the Agreement, the following types of Employees shall be recognized as Employees: Permanent, Temporary-and Casual.
- 3.02 Permanent employee shall mean a person holding qualifications in accordance with 3.05 and is employed by the Board on a permanent basis and includes those covered by 16.04.
- 3.02.01 Each permanent employee shall complete a probationary period of six (6) months. The probationary period may be extended by mutual agreement of the Bargaining Unit, the Employee involved, and the Board. The probationary period will be extended for layoffs or sickness exceeding ten (10) working days. After

completion of the probationary period the appointment shall be permanent

3.03 Temporary Employee shall mean a person holding qualifications in accordance with 3.05 and 16.04 employed by the Board on a temporary basis for special projects, or during periods of heavy workload, or in the case of emergency, or to replace Employees absent due to illness, vacation, or approved leave of absence.

(1) A Temporary Employee hired for special projects or heavy workload shall not be hired for a term longer than five (5) months. In the event the position continues for a period greater than five (5) months, the position shall be posted as a permanent position in accordance with Article 16.

Where the Temporary Employee continues in the same position before and after scheduled school breaks (e.g. Christmas, March break, statutory holidays) and/or other short-term interruptions, such breaks shall not be considered as a break in the Employee's continuous assignment in that position

(2) When the Board hires a temporary Employee for special projects or during periods of heavy workload, the Board shall inform the Bargaining Unit President in writing of the length and duties of the temporary assignment.

(3) Temporary Employees shall have access to all the provisions of the Collective Agreement excluding articles 14, 17, 18, 19, 23, 24 (except 24.07), 25, 26 (except 26.11), 27 and 32 unless otherwise specifically provided for within the article.

3.04 A Casual Employee shall mean a person who does not possess qualifications in accordance with 3.05 and 16.04 employed by the Board on a casual basis to replace Employees absent due to illness, vacation or approved leave of absence where no permanent or temporary employee is available. The Bargaining Unit President and the Educational Assistant Supervisor will develop and monitor a process form employing casual Educational Assistants.

Casual Employees shall have access to all the provisions of the Collective Agreement excluding articles 14, 16, 17, 18, 19, 23, 24, 25, 26, 27 and 32 unless otherwise specifically provided for within the article.

3.05 Qualifications shall mean a secondary school diploma plus completion of a post secondary education program in: Educational Support Worker, Educational Assistant Certificate, Early Childhood Educator, Social Service Worker, Developmental Services Worker, Child and Youth Worker, in-school academic requirements of the Educational Apprenticeship Program or equivalent education and/or experience as approved by the Superintendent of Student Services - including education and experience appropriate for positions at the Outdoor Education Centre and Tech Centres.

3.06 A casual employee (unqualified) or temporary employee (qualified) who has worked ten days or less in the previous year may be removed from the casual or temporary list. This does not apply to an employee on an approved leave.

3.07 Temporary List – capped at the equivalent number of permanent members. If, at the time of ratification, the temporary list exceeds that number, no names will be added to the list until the number of temporary employees is lower.

3.08 Worksite – Any location within the Bluewater District School Board where a member of the EA bargaining unit is assigned.

3.09 Smart Find Express – Issues will be discussed annually with the Union President and EA Supervisor.

ARTICLE 4 - TERM OF AGREEMENT

4.01 This Agreement shall be in effect from September 1, 2008, and shall continue in force up to and including August 31, 2012, and shall continue automatically from year to year thereafter unless either party gives to the other party written notice after April 1 prior to the expiration date of its desire to negotiate with a view to renewal, with or without modifications, of this Agreement in accordance with the Labour Relations Act.

4.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 4.01, the parties

shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Labour Relations Act.

- 4.03 Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to negotiate a revised or new Agreement.
- 4.04 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 4.05 All attachments to this Collective Agreement form an integral part of the Agreement and are grievable and arbitrable in accordance with Article 11 -Grievance Procedure.

ARTICLE 5 -STRIKE AND LOCKOUT

- 5.01 There shall be no strike or lockout during the term of this Agreement. The terms "strike" and "lockout" shall be as defined in the Labour Relations Act.
- 5.02 In the event of a labour dispute between the Board and another bargaining unit, the parties will meet to discuss the Employee's duties during the dispute. The job description for an Educational Assistant shall not be altered during such a labour dispute.

ARTICLE 6 -MANAGEMENT RIGHTS

- 6.01 The Bargaining Unit recognizes and acknowledges that the management and direction by the Board of the working forces are fixed exclusively in the Board and without restricting the generality of the foregoing, the Bargaining Unit acknowledges that it is the exclusive function of the Board to:
- (1) Maintain order, discipline, and efficiency.
 - (2) Hire, promote, demote, classify, transfer, lay off, and retire Employees.
 - (3) Discipline, suspend, or discharge an Employee for just cause.
 - (4) Make, enforce, and alter, from time to time, rules and regulations to be observed by the Employees.
 - (5) Generally to manage the services and operations in which the Board is engaged and to determine the work to be performed, the scheduling of such work and the methods and work procedures to be followed.
- 6.02 The Board agrees that it will not exercise its rights in a manner that is inconsistent with this Agreement
- 6.03 The Board shall not exercise its managerial rights in a manner that discriminates against or treats unfairly an Employee or group of Employees by reason of sex, sexual orientation, race, ancestry, colour, ethnic background, place of origin, language, religion, age, or disability or participation in union activities.

ARTICLE 7 -UNION DUES DEDUCTIONS

- 7.01 On each pay date which an Employee receives a pay cheque the Employer shall deduct from each Employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 7.02 The OSSTF dues deducted in accordance with 7.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15th day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their S.I.N. numbers (based on Employee approval), the amounts deducted, and the number of days worked and a copy shall be sent to the President of the Bargaining Unit.
- 7.03 Dues specified by the Bargaining Unit in accordance with 7.01, if any, shall be deducted and remitted to the Treasurer of OSSTF, District 7 no later than the 15th day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their Employee ID numbers, the amounts deducted, and the number of days worked and a copy shall be sent to the President of the Bargaining Unit.
- 7.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from

any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 8 - UNION SECURITY AND RIGHTS

- 8.01 All Employees noted as having joined the Union at the time of certification or who subsequently elected to join shall, as a condition of employment, remain members in good standing of the Union according to the constitution and bylaws of the Union. All Employees hired subsequent to July 5, 2000, shall, as a condition of employment, become and remain members in good standing of the Union as of the first day of employment. The Board shall send written notification to the Bargaining Unit President of all new Employees identifying place and date of employment.
- 8.02 The Board agrees to provide one copy of each new Collective Agreement for each Employee covered by the Collective Agreement.
- 8.03 The Union will be allowed to carry out union business on the Employer's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings, and conferences between representatives and members. It is understood that the Bargaining Unit will use established Board procedures for arranging to use space for membership meetings and that such meetings will occur outside of work hours.
- 8.04 Leave with pay shall be granted to Bargaining Unit members of the Union Negotiating Team for formal negotiation sessions with the Employer held during the Employees' regular working hours. Such leave shall be considered time worked and the Employees shall be entitled to all rights and privileges of this Collective Agreement. The Negotiating Team will include up to five (5) members of the Bargaining Unit and the President and may include a representative or agent of District 7, OSSTF and up to two (2) representatives or agents of Provincial OSSTF.
- 8.05 Any representative of the Bargaining Unit required to represent Employees at meetings will do so during regular work hours without loss of remuneration.
- 8.06 The Employer shall provide the Bargaining Unit with all information necessary for administering this Collective Agreement on a current basis including:
- (1) A list of Employees showing their names, work locations, home addresses.
 - (2) Job postings, job awards, promotions, transfers, hires and temporary appointments.
 - (3) Discharges, suspensions, demotions, written warnings, layoffs, resignations, retirements and deaths.
 - (4) Information related to salaries and fringe benefits including pension, sick leave plans and vacations

ARTICLE 9 - CORRESPONDENCE

- 9.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall be between the Administrator of Employee Relations or designate and the President or designate of the Bargaining Unit.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

- 10.01 The Bargaining Unit and the Board will each appoint representatives to a Labour Management Committee consisting of up to three (3) members appointed by OSSTF, District 7, Educational Assistants Bargaining Unit and up to three (3) members appointed by the Board. Either party may invite additional advisors to the meeting as appropriate.
- 10.02 The Committee will meet as required at the request of either party to discuss matters of common concern.
- 10.03 Meetings of the Committee will be arranged within five (5) days of request. Leaves with pay shall be granted to Bargaining Unit members of the Labour Management Committee for formal meetings with the Employer held during the Employees' regular working hours. Three employees shall be provided with the appropriate paid leave absence code for a maximum of six half-day meetings per year. Such leave shall be considered time worked and the Employees shall be entitled to all rights and privileges of this Collective Agreement.
- 10.04 Both parties may submit items to be added to an Agenda. The Agenda will be sent to members two (2) days prior to the meeting date

ARTICLE 11 -GRIEVANCE PROCEDURE

- 11.01 (1) A grievance shall be defined as any matter arising from the interpretation, application administration or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
(2) The parties shall be defined as the Union and the Employer.
(3) A "working day" shall be defined as a school day.

11.02 Informal Stage - Individual

A Member, with concurrence of the Bargaining Unit, may initiate a complaint by discussing it with the immediate supervisor. The supervisor shall answer the complaint in writing within five (5) days after receipt of the complaint.

If the reply of the immediate supervisor is not acceptable to the individual/Bargaining Unit, a meeting to discuss the complaint may be arranged with the Administrator of Employee Relations or designate and the Bargaining Unit President and/or Grievance Officer.

11.03 Grievance Procedure - Individual

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

Step 1

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance with the Administrator of Employee Relations or designate. The parties shall meet to discuss the grievance within ten (10) days after the receipt of the grievance and the Administrator of Employee Relations or designate shall answer the grievance in writing within five (5) days of the meeting. The grievance shall contain:

- (1) A description of how the alleged dispute is in violation of the Agreement.
- (2) The clauses in the Collective Agreement alleged to be violated.
- (3) The relief sought.
- (4) The signature of the duly authorized official of the Bargaining Unit.

11.04 Step 2

If the reply of the Administrator of Employee Relations or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education or designate who shall answer the grievance in writing within five (5) days after receipt of the grievance.

11.05 Step 3

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

11.06 Grievance Procedure - Party

In the case of all other grievances by a party, (including those on behalf of a group of Members, an individual Member, a retired Member or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter after the matter has been discussed informally with the other party. The informal discussion shall occur with the Administrator of Employee Relations.

11.07 Step 1

The party making the grievance may make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be. The parties shall meet to discuss the grievance within ten (10) days after the receipt of the grievance and the party which has received the grievance shall answer the grievance in writing within five(5) days of the meeting.

The grievance shall contain:

- (1) A description of how the alleged dispute is in violation of the Agreement.
- (2) The clauses in the Collective Agreement alleged to be violated.
- (3) The relief sought.
- (4) The signature of the duly authorized official of the Bargaining Unit.

11.08 Step 2

If the reply of the President of the Bargaining Unit or the Director of Education, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

11.09 Grievance Mediation

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 a resolution is to be reached. The fees for a mediator shall be shared equally by the parties

The time lines 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 grievance may be referred to arbitration as set out below.

11.10 Arbitration

(a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator within five (5) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Ministry of Labour upon the request of either party.

(b) Notwithstanding, either party may request a grievance be submitted to an arbitration board. If the parties are referring the grievance to an arbitration board the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

(c) A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.

11.11 The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.

11.12 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

11.13 Time restrictions may be extended if mutually agreed.

11.14 Should the investigation or processing of a grievance require that an involved Member or Bargaining Unit representative be released from regular duties, they shall be released without loss of salary or benefits.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Should the Board deem it necessary to censure an Employee, including any discipline, suspension, or discharge, the Board shall provide written particulars of such censure to the Employee with a copy to the President of the Bargaining Unit.

12.02 An Employee may request review and removal of documentation of discipline any time after twenty-four (24) months following any disciplinary action, including letters of reprimand or any adverse reports, provided that no additional disciplinary action is taken within the twenty-four (24) month period. Request will be made through the Administrator of Employee Relations.

The Employer agrees to notify the Employee, in writing, that such request has been granted. If such request is denied, reasons for the denial shall be provided, in writing, to the Employee.

12.03 An Employee may be disciplined, suspended or discharged only for just cause. During the probationary

period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge which shall be subject to a lesser standard (basic procedural fairness).

- 12.04 In compliance with all relevant sections of the Municipal Freedom of Information and Protection of Privacy legislation an Employee shall be entitled upon request in writing to copies of or to view the Employee's personnel file. The Board shall respond to such request within a reasonable time. At the written request of an Employee, the Board may add correspondence and/or other materials of significance to the Employee's-personnel file that are relevant to the Employee's job.
- 12.05 Any Employee is entitled to Union representation with the Bargaining Unit President or designate present at any meeting called for the purposes of discussing discipline. The Board will inform the employee of this right in advance of any meeting.

ARTICLE 13 - PERFORMANCE APPRAISAL

- 13.01 Performance appraisal is a professional growth experience. It is also a process for administrative evaluating of employee performance.
- 13.02 Professional growth planning will be used during the year to guide professional learning. Professional growth plans are not used as an assessment tool.
- 13.03 An appraisal report which alleges that the Employee's performance is unsatisfactory shall outline the reasons and specific recommendations for improvements necessary to achieve satisfactory Performance. In normal circumstances a subsequent appraisal shall be made only after allowing the Employee a reasonable time for improvement.
- 13.04 In the event that a performance appraisal results in an Employee being "on review", written notification will be given to the Bargaining Unit President at the same time as it is issued to the Employee.
- 13.05 The performance appraisal procedure dated January 2008 shall not be amended without prior consultation with the Bargaining Unit.

ARTICLE 14 -SENIORITY

- 14.01 Seniority is defined as the length of continuous service from the last date of hire within the Bargaining Unit with the Board and predecessor Boards which were within the Bluewater District School Board. Absence through sickness, accident, approved leave of absence or layoff shall not be deducted in determining length of continuous service.
- 14.02 The Employer shall maintain a seniority list showing each Employee's name, date of hire and occupational classification. In January of each year, the Employer shall post a copy of an up-to-date seniority list in all work locations of Employees covered by this Agreement. Two copies shall be forwarded to the Bargaining Unit.
- 14.03 Any questions as to the accuracy of the seniority list must be submitted by the Bargaining Unit to the Administrator of Employee Relations, in writing, within thirty (30) working days, of the posting of the list
- 14.04 (1) In compiling the seniority list all ties at the time of hiring shall be broken based on the following criteria in order:
- (a) Total experience with the Employer, then
 - (b) Total experience in the same job function with other Employers, then
 - (c) By lot in a manner to be determined by the Employer and the Bargaining Unit.
- In applying the above criteria, the steps shall be applied in order as required until the tie is broken. Once a tie has been broken it shall be considered permanent.
- (2) For any Employee hired before July 1, 2000, ties will be broken only when necessary.
- 14.05 Employees hired into another bargaining unit or position within the Board shall maintain their seniority with the Educational Assistant bargaining unit for up to two (2) years or until the employee becomes permanent within the other bargaining unit or position, whichever comes first.

ARTICLE 15 – STAFFING PROCEDURE

15.01 A Joint Staffing Committee shall be established consisting of three (3) representatives of the Board and three (3) representatives of the Bargaining Unit. Each group is entitled to include additional members as resource individuals. The mandate of the committee will be to review dates and procedures for placement, voluntary transfer, surplus, layoff, and recall.

The Joint Staffing Committee will participate in any meetings when transfer, surplus or placement discussions occur.

The President of the Bargaining Unit shall be consulted prior to any Employee being declared surplus or laid Off.

The Joint Staffing Committee shall meet on an appropriate date to be agreed upon to examine the projected staffing numbers of Educational Assistants for the next school year prior to May 31". The projected staffing numbers shall be provided to the bargaining unit at least two (2) days in advance of the meeting. The procedure for placement for the following school year will follow Article 17 – Procedure for Placement.

Enrolment Adjustment Procedure

The Joint Staffing Committee shall meet prior to September 30th to review the actual staffing figures and to make recommendations regarding the reorganization of Educational Assistant assignments based on the Educational Assistant in-year review process as outlined in the EA Framework. The procedure for placement for enrolment adjustment will follow Article 16 – Job Posting.

ARTICLE 16 – JOBPOSTING

16.01 (1) When a permanent vacancy occurs or a new position is created inside the Bargaining Unit the Board shall post notice of the vacancy or position in every workplace for a period of five (5) working days. Intranet and web site posting will be considered as complying with these requirements.

(2) Subject to Article 17.07, a temporary vacancy shall be posted as above for positions known in advance to be for at least fifteen weeks. **All** Employees including those applying to increase their hours of work will be considered. Any subsequent resulting vacancies shall be offered to permanent part-time Employees whenever it is possible to arrange the work schedule without disruption to the Employee's permanent position.

Applications shall be sorted and consideration for employment in the temporary assignment shall be offered in the following sequence:

- (i) permanent employees
- (ii) temporary employees
- (iii) external hires

(3) Temporary vacancies of less than fifteen weeks may be posted

(4) The Board will consult with the Bargaining Unit prior to posting all new positions and will inform the Bargaining Unit of all temporary vacancies.

(5) When the Board increases a school's Educational Assistant allotment by up to 0.2 full-time equivalent during the school year and where there is no member on lay-off who is interested in the position, the increase shall be offered to a part-time Educational Assistant within the school in order of seniority without issuing a posting whenever it is possible to arrange the work schedule without disruption to the Employee's permanent position.

(6) A temporary qualified Educational Assistant who applies for a part-time permanent position and is successful will report to the position and complete the six month probationary period prior to being granted a leave of absence. The EA can apply for additional time up to a 1.0 FTE in a temporary or permanent position where the work schedule can be accommodated. Once the probationary period has been completed in the part-time assignment, an EA may apply for a leave of absence from that position in order to secure more time in a temporary assignment.

- 16.02 The Employer shall notify all Employees on layoff by e-mail (BEAM). An employee may request, in writing, to receive postings by mail.
- 16.03 In the event that no permanent or probationary Employee applies for a posted position or that no permanent or probationary Employee is qualified for a posted position under Article 16.05 and no Employee with recall rights is able to fill the position, the vacancy will be re-posted and temporary Employees shall be considered before the vacancy is posted externally.
- 16.04 All permanent Educational Assistants in the employ of the Board shall be deemed qualified
- 16.05 Notwithstanding Article 16.04, the Board may require an Educational Assistant to have additional qualifications for positions which need specific medical, physical, or communication skills such as hearing or vision or positions at the Outdoor Education Centre or Bluewater Technology Centre or Specialized Educational Assistant Support positions.
- 16.06 Where an Educational Assistant is assigned to a new position, the Educational Assistant may request support during an orientation period. Such request shall be considered on a case by case basis through the EA Supervisor.
- 16.07 In the event that a student changes schools within the school year or other staffing changes occur within the school year and the Board wants to transfer Educational Assistants, the Board shall consult with affected Educational Assistants and the Joint Staffing Committee to consider arrangements that are acceptable to the affected Educational Assistants. If the transfer arrangements are not acceptable to the Educational Assistants then placements shall be made in accordance with relevant provisions in Article 17.

ARTICLE 17 – PROCEDURE FOR PLACEMENT

17.01 The Board shall determine the needs and the staffing level of the system for the following school year.

- 17.02 a) Employees returning from any approved leave of absence shall be assigned to the same school/work site and in a position equivalent to that held at the commencement of the leave.
- b) Members at other worksites will be associated with their school of origin or where the Member was not formerly associated with a school such Member will be associated with the closest school to their current job site.
- c) School/Worksite Closure – In the event members are declared surplus due to a site or school closure, the members and the Bargaining Unit President will be notified in writing no later than five (5) working days after the decision is made to close the school/site.

17.03 Voluntary Transfer

- 17.03.01 All permanent members interested in participating in a voluntary transfer for the next school year shall submit the Voluntary Transfer Form to the Educational Assistant Supervisor for consideration before April 1st annually. Members may indicate on the Voluntary Transfer Form if the transfer request is to only be considered in the event their current position is eliminated. Applications from employees with documented performance issues may only be included in this process if a transfer is consistent with identified performance issues.
- 17.03.02 All voluntary transfers will apply only to positions with the equivalent or lower FTE.
- 17.03.03 The Board shall prepare a list of known vacancies resulting from layoffs, resignations, leaves, and retirements.
- 17.03.04 All members shall be placed into a vacant position, according to Bargaining Unit seniority and according to the member's request on the Voluntary Transfer, unless Article 16.05 is determined to apply. When an Employee has been placed in a vacancy, that vacancy shall be considered filled and the Employee's former position in turn shall be declared vacant.

17.03.05 It is understood that a member will accept the transfer requested unless otherwise agreed by the parties

17.03.06 The Board agrees to inform the membership annually during the month of March, through the electronic conference, of the voluntary transfer process.

17.04 Surplus To Site

17.04.01 If an Educational Assistant assignment within the work site is eliminated or reduced, the employee within that work site with the least bargaining unit seniority will be declared surplus to the worksite, unless a more senior employee at that work site elected voluntary transfer and was placed under 17.03.04. An Employee shall be considered surplus when there is any reduction in the Employee's hours of work at any location.

17.04.02 Where an Educational Assistant declared surplus to a work site has greater seniority than a member who has had their request for transfer fulfilled under 17.03.04 above, and the senior employee has indicated that they request a transfer to that site only if their position is eliminated, the original request for transfer would be blocked.

17.04.03 Surplus employees shall be notified in writing and provided with a list of all vacant positions, including FTE. Employees shall rank all vacant positions, in order of preference, with one (1) being the most preferred. Employees shall indicate if they would elect to be declared surplus 100% if they are declared surplus for 50% of their position and 100% vacancies exist. Such list shall be returned to the Educational Assistant Supervisor within three (3) working days of receipt.

17.04.04 Members declared surplus shall be ranked in order of seniority, greatest to least, beginning with the most senior surplus employee. The placement process shall occur in the following order:

- a) into a vacant requested position(s) with the total equivalent FTE allotment;
- b) into the position(s) held by the least senior employee(s) with the total equivalent FTE allotment within 30 km from the home of the Employee;
- c) into the position(s) held by the least senior Employee(s) within the school board;
- d) An Employee may elect to take a layoff in preference to a transfer under this procedure.
- e) All Employees shall be placed by the end of the school year, if possible.
- f) Any Employees not placed shall be laid off in accordance with Article 17.06

17.05 Remaining Vacancies

17.05.01 At the end of the annual staffing procedure outlined above, any and all remaining vacancies shall be posted in accordance with Article 16.

17.06 Layoff

17.06.01 Where a reduction in the number of Employees becomes necessary, the Board agrees to invite retirements, offer part-time or full-time leaves of absence and opportunities for job-sharing to interested Employees before using the layoff procedure.

17.06.02 In the event of a layoff, Employees shall be laid off in reverse order of their seniority, and shall continue to accumulate seniority while on layoff.

17.07 Recall

17.07.01 Employees shall be recalled in order of greatest seniority.

17.07.02 An Employee who accepts recall to a position in accordance with this Article shall be reinstated as though there had been no interruption in service.

17.07.03 An Employee may decline to accept a position to which the Employee has been recalled without losing recall rights.

17.07.04 Where an Employee declines to accept recall to a position the next senior Employee on layoff shall be offered the position until all laid off Employees have been contacted.

17.07.05 Employees with recall rights shall indicate their availability including specific school locations for temporary employment and will be contacted beginning with the most senior laid off Employee.

17.07.06 All Employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.

17.07.07 Recall rights expire two (2) years from the date of layoff.

17.07.08 No new Employee shall be hired until those laid off have been offered positions.

17.07.09 The provisions of Article 16.04 and 16.05 apply as well to Article 17.

17.08 Temporary Vacancies

17.08.01 Temporary vacancies shall be posted for five business days. Permanent, temporary and external hires will be eligible to apply. Applications shall be sorted, and consideration for employment shall be offered in the following sequence:

- (i) permanent employees
- (ii) temporary employees
- (iii) external hires

However, no Employee may increase full-time equivalency status until all Employees have been placed in positions equal to their current status.

ARTICLE 18 – JOB EXCHANGE

18.01 Request for job exchange will be considered on an annual basis. Application requesting approval for job exchange should be submitted to the Educational Assistant Supervisor no later than May 1st for the exchange to be effective the start of the following school year.

ARTICLE 19 – JOB SECURITY

19.01 No work that could be performed by the Employees covered by this Collective Agreement shall be contracted out if that would result in the reduction of jobs or scheduled hours of work available to Employees capable of performing the work nor while Employees capable of performing the work are laid off.

19.02 The Bargaining Unit shall not be reduced beyond 280 full-time equivalent Employees during the period this agreement remains in effect.

19.03 The Board will consult with the Bargaining Unit regarding the roles performed by volunteers.

19.04 No permanent member of the Bargaining Unit as at September 1, 2007 shall be laid off during the period this agreement remains in effect.

19.05 In the event the Board terminates a job classification as identified in the pay equity plan and the impacted employees are offered and accept a reassignment in accordance with Article 17 to a lower pay rate position or a reduced hours of work position, the impacted employees shall retain their hours of work, pay rate and recall rights to the job classification for one (1) years.

ARTICLE 20 – HOURS OF WORK

20.01 Effective September 1, 2005, the normal hours of work for Educational Assistants shall be six (6) hours and fifty (50) minutes per day, Monday through Friday, with scheduled start and end times based on individual student programming needs mutually agreed between the Employee and the Board. The work day shall start no earlier than 8:00 a.m. and finish no later than 4:30 p.m.

Effective September 1, 2011, the normal hours of work for Educational Assistants shall be seven (7) hours per day, Monday through Friday, with scheduled start and end times based on student programming needs. The work day shall start no earlier than 8:00 a.m. and finish no later than 4:30 p.m.

20.01.01 Effective February 1, 2004, the normal hours of work for Technology Facilitators shall be seven (7) hours and fifteen (15) minutes per day.

20.01.02 Effective September 1, 2007, the normal hours of work for SALEP EA shall be seven (7) hours

20.01.03 Hours of work in the Outdoor Education Specialist position will be based on a five weekday work cycle over the school year. Lieu days will be accumulated on the basis of two and one-half (2.5) lieu days for every three overnights worked. Lieu days may be taken at mutually agreed times. An additional half-day will be paid out at the overnight rate for every three overnights.

20.02 Employees are entitled to a minimum thirty (30) minute uninterrupted unpaid lunch break, near the midpoint of the day

(between 10:00 a.m. and 2:00 p.m.). No lunch break will be scheduled in excess of one (1) hour. Employees are entitled to one fifteen (15) minute rest period each morning and each afternoon (scheduled as near to the midpoints of the a.m./p.m. except as otherwise mutually agreed upon). The two fifteen (15) minute breaks can be combined in order to accommodate specific needs of the school with the mutual consent of the Bargaining Unit President and the Board.

- 20.03 The work schedule for permanent part-time Employees shall be set by mutual agreement of the Board and the affected Employee. When an Employee works less than a full day, lunch and a rest period will be pro-rated.
- 20.04 The work year for Educational Assistants shall be the instructional year established by the Board consistent with the Education Statutes and Regulations, and shall include the same number of professional development days as teaching staff, currently six (6) days.
- 20.05 If the Board requests that an Employee work in more than one (1) school or reassigns an Employee to more than one (1) school during the school year, travel time between locations shall be considered time worked and travel distance paid at the Board rate. A list of these Employees will be developed by the Superintendent of Student Services, or designate, and the Union President.
- 20.06 (a) An Educational Assistant shall not be assigned general supervision of an area at the same time as being responsible for supervising specific students. An Educational Assistant shall not be responsible for the supervision of more than two intense needs students at one time.
- (b) An Educational Assistant shall not be left in charge of a classroom except during brief unscheduled absences of the teacher.
- (c) The primary responsibility of an Educational Assistant is to support the medical, physical and safety needs of intense needs students. The assignment of general supervision shall not conflict with the ability of the Educational Assistant to support these intense needs students during the instructional day.
- 20.07 Additional Time
- a) An employee who attends on a voluntary basis one staff meeting a month shall be paid up to one hour at their regular hourly rate
- b) Consistent with Board guidelines, employees who attend a team meeting(s) for student programming purposes shall be paid up to one hour per month at their regular hourly rate.
- 20.08 A school shall not schedule an Educational Assistant for less than the required number of hours per day in order to 'bank' time for future usage.

ARTICLE 21 - OVERTIME

- 21.01 All time worked beyond seven (7) hours per day during the week and all time worked on Saturday, Sunday, or a holiday set out in this Agreement as a paid holiday shall be considered as overtime if performed at the request of and authorized by the Principal or the Administrator of Employee Relations. It is agreed that such overtime will be voluntary.
- 21.02 An overnight event will be paid at an all-inclusive rate of \$230.00 per night over and above normal hours of work. In the event that meals are not provided as part of the event, a member shall be reimbursed for receipted meals up to a maximum of \$30.00 per day. "Overnight Events" include occasions where an Educational Assistant has been requested and is mutually agreeable to supervise students over night due to inclement weather.
- 21.03 Overtime shall be paid for class trips, commencement nights, parent nights, concerts and any other activity that is outside of the normal work day but not including overnight events.
- 21.04 Overtime shall be paid at a rate of one and one half (1 1/2) times the regular rate and two (2) times the regular rate on a Sunday or Holiday.
- 21.05 An Employee who is recalled after the regular work day will be paid a minimum of two (2) hours at the overtime rate. Mileage and work time will be calculated from home to work and back home.
- 21.06 An Employee may take time off with pay in lieu of overtime payment for overtime credited in accordance with Article 21.02. Such lieu time may be accumulated to a maximum of thirty-five (35) hours at any time. Time off shall be scheduled with the mutual agreement of the Employee and the Principal. All accumulated hours not taken by the end of the school year will be paid out at the then current rate.
- 21.07 An Educational Assistant will not be assigned extra duties to cover lieu time absences. The Board shall hire FTE employees first whose schedules allow and then temporary employees for all lieu time absence.

ARTICLE 22 - HOLIDAYS

- 22.01 Eleven (11) statutory holidays occurring during the school year are recognized with payment incorporated into salary

Thanksgiving Day	Christmas Day
Boxing Day	New Year's Day
Good Friday	Easter Monday
Victoria Day	Canada Day
* Family Day	Labour Day
* One Floater Day (effective September 2011) to be taken during Christmas break.	

* *The additional holidays also apply to SEAS and Outdoor Education Specialists*

22.02 Payment of holidays will be pro-rated for part-time Employees on the basis of their full-time equivalent status.

ARTICLE 23 - VACATIONS

23.01 Effective September 1, 2008

Employees' vacation entitlement shall be established in the following manner and shall be calculated on June 30 of each year, to be effective in September of that year (start of next school year):

Less than one full school year	One working day for each completed month to a maximum of 10 days.
After one full school year	Ten days
After three full school years	Fifteen days
After nine full school years	Twenty days
After seventeen full school years	Twenty-five days
After twenty-one full school years	Twenty-seven days
After twenty-four full school years	Thirty days

Employees shall receive pay for their vacation entitlement divided evenly among each of the twenty-two regular pay dates.

23.02 Employees shall receive pay for their vacation entitlement during the Christmas Holidays and/or Mid-Winter Break (exclusive of paid holidays as set out in Article 22 falling within the Christmas Holidays and Mid-Winter Break) on the regular pay days. Employees who are entitled to more vacation days than the number necessary to cover the above periods shall receive the pay for those days divided evenly among each of the twenty-two (22) regular pay days.

23.03 An Employee who works on a part-time basis will be entitled to a pro-rated vacation as established in clause 23.01, related to the hours regularly worked.

23.04 Temporary Employees shall receive vacation pay calculated at 4% in lieu of a paid vacation on each pay cheque.

23.05 An Employee shall be entitled to a proportionate payment of salary or wages in lieu of any unused vacation when the Employee terminates employment.

ARTICLE 24 - SICK LEAVE PROVISIONS

24.01 The Board shall keep a record of each Employee's credited and accumulated sick leave, with the exception of Temporary Employees. Employees shall be advised annually in writing as to the amount of their accumulated leaves.

24.02 An Employee shall be entitled to accumulate two (2) days' sick leave with pay for each month employed to a maximum of 320 days. Permanent part-time Employees shall be entitled to sick leave on the same basis, prorated according to time worked. If an Employee is employed only part of a month, the two (2) days shall be prorated.

24.03 In an emergency situation, if an Employee is absent for less than a half (1/2) day, sick leave will not be deducted. If an Employee is absent for more than a half (1/2) but less than one day, only a half (1/2) day of sick leave shall be deducted.

24.04 An Employee shall be entitled to transfer accumulated sick leave from a previous employment with a school board, upon acceptable written confirmation from the previous employer, or from another collective

agreement with the Employer to the Employee's sick leave account

24.05 Subject to Articles 14, 16 and 17, upon return from sick leave or long term disability, (paid or unpaid), an Employee shall be guaranteed a position at the same work location for a period of two years and an equivalent position if the Employee returns any time after two years.

24.06 An Employee who is prevented from performing the Employee's regular work with the Board because of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, shall receive from the Board the difference between the amount payable by the Workplace Safety and Insurance Board and regular salary to the extent of the Employee's accumulated sick leave.

24.06.01 The President of the Bargaining Unit or designate shall be notified in advance of a formal return to work meeting. The President or designate shall have the right to attend all return to work meetings with the member's consent.

24.07

(a) Temporary Employees hired for a definite term of three (3) months or more shall be eligible to accumulate two (2) days' sick leave for each month employed. Where the term of the temporary assignment is not known in advance, a Temporary Employee shall be eligible to accumulate two (2) days' sick leave for each month employed commencing upon the completion of three (3) months of continuous service in the same assignment.

(b) Accumulation of sick leave: Such days shall accumulate during the term of the assignment. A temporary employee with unused sick days accumulated at the end of the temporary assignment shall be allowed to carry forward the unused days for a maximum period of two school years following the end of the assignment.

(i) Such days carried forward shall be credited to the employee for use during a future temporary assignment that the employee secures within the two year period. Such days shall be in addition to sick days accumulated under (a) in the new temporary assignment. A sick leave credit may not be used in a daily call-in assignment.

(ii) If the employee is hired into a permanent position within the two year period, the carry forward days shall be credited to the employee's accumulated sick leave bank, subject to the maximum allowable accumulated under Article 24.02.

ARTICLE 25 - RETIREMENT GRATUITY

25.01 An Employee who has completed ten (10) years of continuous service with the Board or its predecessors immediately prior to retirement and who has reached the minimum age for collecting a pension under OMERS at the time of resignation regardless of participation in the OMERS pension plan shall be entitled to the payment of a gratuity on retirement. Members will be paid the retirement gratuity within sixty (60) days following the effective date of retirement or in a manner mutually agreed upon.

25.02 The retirement gratuity will be calculated based on the following formula:

$\frac{a}{200} \times b\%$ of Employee's annual salary at date of retirement, including vacation pay entitlement, where "a" is the number of days of cumulative sick leave credits at date of retirement (not to exceed 200 days) and "b" is a percent based on the following schedule:

Completed years of Continuous Service with this Board or Predecessor of this Board	Percent
10	30
11	32.5
12	35

and 2.5% additional per completed year to a maximum of 50%.

Examples:

12 years service = $\frac{\text{days (up to 200)}}{200} \times \frac{35}{100} \times$ Employee's annual salary at time of retirement

18 years service = $\frac{\text{days (up to 200)}}{200} \times \frac{50}{100} \times$ Employee's annual salary at time of retirement

22 years service = days (up to 200)/200 x50/100 x Employee's annual salary at time of retirement

- 25.03 An Employee shall be deemed to be retiring and eligible for this gratuity if the Employee has reached the minimum age for collecting a pension under OMERS at the time of resignation regardless of whether the Employee belongs to OMERS or not.
- 25.04 In the event of the death of an Employee, the amount of the retirement gratuity accumulated by the Employee with this Board or its predecessors on the date of the Employee's death shall be paid to the Employee's beneficiary or the Employee's estate within 30 days of the Member's death.
- 25.05 An Employee who applies to the Board and receives an approved Leave of Absence (full or part-time) within three (3) years of his/her eligible retirement age as determined by OMERS shall be eligible to receive a sick leave gratuity upon retirement, based on the applicant's full-time equivalent status at the time of application for leave.

ARTICLE 26 - LEAVES OF ABSENCE

26.01 Union Leave

- (1) Where permission has been granted to representatives of the Bargaining Unit to leave their employment temporarily in order to carry on Union business or to process a grievance, they shall suffer no loss of pay for the time so spent.
- (2) The Board shall grant a leave of absence for the period of the term of office to the President of the Bargaining Unit. The Bargaining Unit shall reimburse the Board for the costs of any replacement Employees required. The Employee shall suffer no loss of pay, benefits, seniority or any other rights and privileges under this Agreement for such leave. The Employee shall return to the position held prior to the Union leave, subject to Articles 14 and 19.
- (3) The Board shall grant a leave of absence for the period of the term of office to a member who is serving in an OSSTF Provincial position. An Employee on such leave shall continue to be an Employee of the Board and shall receive full salary and benefits as negotiated with the Union. The Union shall reimburse the Board for the full salary and all benefits paid to the Employee during the leave of absence. The Employee shall suffer no loss of seniority or any other rights and privileges under this Agreement. The Employee shall have the right to return to the position held prior to the leave for a period of two (2) years and to the same or equivalent position thereafter, subject to Article 14 and 19.
- (4) Leaves of Absence shall be granted to Employees to represent OSSTF, or to attend Union conventions, meetings or seminars. The Union agrees to pay the replacement costs of such Employees.

26.02 Leave for Elected Office

The Board shall grant a leave of absence without pay to an Employee to hold office in a Federal, Provincial or Municipal government. The Employee shall suffer no loss of seniority or any other rights and privileges under this Agreement. The Employee shall have the right to return to the position held prior to the leave for a period of two (2) years and to the same or equivalent position thereafter, subject to Articles 14 and 19.

26.03 Compassionate Leave

Compassionate leave shall be granted with the approval of the Educational Assistant Supervisor through the immediate supervisor for the following:

- (a) For death in the immediate family (spouse, father, mother, guardian, brother, sister, son, daughter, foster child, grandparents, grandchildren, and immediate in-laws) up to five (5) consecutive school days per occurrence may be granted without loss of pay, seniority/experience, benefits or sick leave credits.
- (b) For death in an Employee's extended family (aunts, uncles, nephews, and nieces) up to three (3) consecutive school days per occurrence may be granted, without loss of pay, and shall not be deducted from sick leave credits.
- (c) For death of other persons close to the Employee up to one (1) school day per occurrence without loss of pay, seniority/experience, benefits or sick leave credits.

- 26.03.01 An Employee may request a leave without pay to accommodate a long term illness of an Employee's immediate family. The request would be made in writing to the Administrator of Employee Relations at least two (2) weeks before the leave would begin, where practicable, stating the dates the leave would begin and expire. (Also see Appendix C – Summary of Compassionate Care Leave Legislation.)
- 26.04 Personal Leave
- (1) Leaves with pay shall be granted by the Educational Assistant Supervisor through the immediate supervisor, without loss of pay, seniority/experience, benefits or sick leave credits, for the following:
- (a) Religious observance of Holy Days.
 - (b) Quarantine
 - (c) Service as a juror or subpoenaed witness in any court. The Board shall pay such an Employee the difference between normal earnings and the payment received for jury service or as a witness. The Employee will present proof of service and the amount of pay received.
 - (d) Attendance to sit for examinations.
 - (e) Attendance at a graduation ceremony for the Employee or a member of the Employee's immediate family.
 - (f) Personal day (1 annually/not accumulated) for professional development or self-directed activity.
- (2) Leaves with pay shall be granted by the Educational Assistant Supervisor (if requested, supporting documentation will be provided) through the immediate supervisor, with deduction of sick leave credits, for the following:
- (a) Up to five (5) days in cases of serious illness or injury in the Employee's immediate family
 - (b) Adoption of children (interviews etc.) or foster parenting
 - (c) Calamity involving home or property.
 - (d) Legal proceedings, requiring the Employee's presence.
- 26.05 Pregnancy/Parental/Adoption Leave
Pregnancy Leave will be in accordance with the current Employment Standards Act (Pregnancy and Parental Leave) at the time of application. (See Appendix A)
- 26.06 Parental Leave
Parental leave will be in accordance with the current Employment Standards Act (Pregnancy and Parental Leave) at the time of application. (See Appendix A)
- 26.07 Pregnancy/Parental/Adoption Leave SEB Plan
The Board shall provide a parental/pregnancy/ adoption leave SEB plan which shall pay the Employee full salary for the two week waiting period.
- 26.07.01 For pregnancy leave only, an employee in receipt of Employment Insurance benefits shall be eligible to receive from the Board 100% of the employee's per diem rate of pay for the two (2) week waiting period and the difference between what an employee received from E.I. and their regular wage for a maximum of a further six (6) week period. To receive payment, the employee must provide the Board's Payroll department with verification of the approved E.I. claim, indicating the amount of E.I. paid to the Member. An application for pregnancy leave, as well as a medical certificate identifying the expected date of birth, is required prior to the employee taking their leave. For those Employees who normally work ten (10) months and commence pregnancy leave in July or August, such payments shall be made commencing in September.
- 26.07.02 Employees who do not qualify for E.I. maternity /pregnancy benefits will be entitled to their sick leave bank, if requested, up to a maximum of six (6) weeks. Confirmation of pregnancy is required.
- 26.07.03 Entitlement to the employee's sick leave bank beyond the above six (6) week period in 26.07.01 and 26.07.02 will be based on supporting medical justification and sent to the Human Resources department
- 26.07.04 All employees on maternity/pregnancy leave will receive Record of Employment forms that note the last day worked as required.

26.08 For absence occasioned by the birth or adoption of a child, the Employer shall grant a leave, without loss of salary benefits or sick leave for a period not exceeding two days.

26.09 Unpaid Leave of Absence

An Employee may apply to the Superintendent of Student Services and/or designate for an unpaid leave of absence for personal reasons or for extended parental leave up to one year for each leave. Request for leaves must be received by May 1st to be effective at the start of the following school year. An Employee may request additional leaves not to exceed two (2) years in total. Written acceptance or denial of the request shall be sent to the Employee with a copy to the President of the Bargaining Unit. During the leave the Employee may maintain benefits as outlined in Article 26 at no cost to the Board. The Employee shall suffer no loss of seniority or any other rights and privileges under this Agreement. The Employee shall have the right to return to the position held prior to the leave for a period of two (2) years and to the same or equivalent position thereafter, subject to Articles 14 and 19. During the period of the leave, replacement will be a temporary employee.

26.09.01 A partial year leave of absence may only be approved for up to two consecutive years.

26.10 Unpaid Personal Leave

- (1) Subject to the approval of the Superintendent of Student Services and/or designate upon the recommendation of Principal (Supervisor), Members may be granted unpaid personal leave. The timing of such leave will avoid extending existing school vacation periods of Christmas and Mid-Winter Break.
Leave will not be unreasonably withheld.
- (2) In the event of serious illness/injury or in the event of the death of an immediate or extended family member during a scheduled unpaid personal leave, the Employee shall, on presentation of proof of such, be allowed to substitute sick leave or bereavement leave for unpaid leave.

26.11 Absence Due to Inclement Weather

Employees who are unable to get to their regular work location or to an alternate work location because of weather conditions shall be paid full salary and no deduction from sick leave credits shall be made.

ARTICLE 27 - SELF FUNDED LEAVE PLAN

27.01 The Self Funded Leave Plan has been developed to afford Employees the opportunity of taking up to one year leave of absence and, through deferral of salary, to finance the leave subject to the regulations under the Income Tax Act.

27.02 To be eligible to participate in the plan, an Employee must have three years service with the Board

- 27.03 (1) An Employee must make a written application to the Director of Education on or before March 31 requesting approval to participate in the plan.
- (2) On or before April 30, the Director of Education or designate shall reply in writing stating whether or not the application has been approved and providing an explanation if the application is denied.
- (3) The right to reject or approve individual requests to participate in the plan will rest solely with the Board.

27.04 (1) In each year of the Plan preceding the year of the leave, an Employee shall be paid 80% of annual salary. The remaining 20% of annual salary shall be deferred and deposited to a joint trust fund at the Employer's banking institution with an account heading "Bluewater District School Board In Trust for (name of Employee)". The amount deposited to this account will be retained for the Employee to finance the year of the leave. Interest will be retained and paid out at the end of the calendar year. Consideration will be given to a request for a leave to be financed by deduction of a larger amount of salary over a shorter period of time. For example, deduct for three years to finance a leave in the fourth year or deduct for two years to finance a

leave in the third year. The length of the Plan shall not exceed six years, including the year of the leave. The scheduled year of leave will only be taken in the last year of the Plan.

- (2) At the start of the leave of absence, the amount deposited to the Employee account plus

accrued interest to that date shall be transferred to the general account of the Bluewater District School Board to pay the Employee's salary, and no further interest shall be earned.

(3) At least four (4) weeks prior to the start of the Leave, the participating Employee shall select one (1) of the following methods of salary payment for the one (1) year Leave:

- (a) A lump sum payment of the entire trust account balance on or before the commencement of the Leave less an amount sufficient to pay the cost of all taxes, pension amounts and Benefit Plans, as per Article 32, while on Leave.
- (b) Forty percent (40%) of salary on or before September 20 and sixty percent (60%) of salary on or before January 20. Payment on January 20 shall include the total amount on deposit together with interest earned up to and including that date.
- (c) Payment as per method detailed in the collective agreement in force at the time.

27.05 (1) While an Employee is enrolled in the Plan and not on leave, and subject to the approval of the carrier, any salary-related benefits shall be maintained at the same level as if the Employee was receiving 100% of salary. While on leave, benefits shall continue in force, subject to the approval of the carrier. Salary-related benefits shall be maintained according to the salary the Employee would have received in the year prior to taking the leave had the Employee not been enrolled in the Plan, and subject to the approval of the carrier.

(2) While on leave, the total premium cost for all Benefits Plans, as per Article 32 shall continue in force.

27.06 (1) Upon return from leave, the Employee shall be entitled to sick leave credits accumulated prior to commencement of the leave but no sick leave credits may be earned during the leave.

(2) Employees on permanent layoff must withdraw from the Plan.

(3) A Employee may withdraw from the Plan any time up to sixty (60) days prior to the date the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board.

(4) In the event of withdrawal, the Employee shall be paid a lump sum adjustment for any monies deferred to the date of withdrawal plus accrued interest. Repayment shall be made within sixty (60) days of the date of withdrawal. The lump sum adjustment may be paid to the Employee in some other manner and on some other date or dates as mutually agreed between the Employee and the Board.

(5) 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 estate.

(6) All Employees wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation shall be granted.

(7) The Board shall co-operate in making such pension deductions as are requested by the Employee and approved by OMERS.

(8) Income Tax shall be deducted on the actual amounts paid to the Employee during each year of the self funded leave plan, subject to the income tax regulations in effect at that time.

(9) Every Employee participating in the Self Funded Leave Plan shall receive a semi-annual review statement copy of the SFLP trust account by January 1 and June 30 of each year indicating the following:

- (a) Current contribution.
- (b) Current interest earned.
- (c) Total contributions to date.
- (d) Total interest to date.

ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES

28.01 The Board shall pay salaries and wages in accordance with Article 33. Payment shall be made bi-weekly. The Board shall deposit directly into each Employee's account in a financial institution all payments provided for in this Article

28.02 Employees who are confirmed in advance by the Administrator of Employee Relations or designate to require to wear safety footwear as a requirement of their job shall receive up to \$130.00 per year or accumulate up to \$260.00 every two years for the purchase of safety footwear, upon submission of a receipt.

28.02.01 The employer shall supply to employees (at no cost to the employees) all protective equipment and

clothing deemed necessary by the member and in consultation with the EA Supervisor.

28.03 Effective upon ratification, the Board will provide \$5.00 per day worked to subsidize Specialized Educational Assistant Support employees for employment-related expenses above those provided for under Board policy/procedures.

28.04 Employees shall be paid mileage in accordance with Board policy

ARTICLE 29 - TRAINING AND DEVELOPMENT

29.01 The Board shall provide Employees, including temporary Employees, with the appropriate training regarding the safe and effective conduct of their jobs.

29.02 Where an Educational Assistant is assigned to a new position, the Educational Assistant may request support during an orientation period. Such request shall be considered on a case by case basis through the EA Supervisor.

ARTICLE 30 - POLICIES AND PROCEDURES (See Appendix B)

30.01 Prior to the establishment or modification of Board policy or procedure which will affect Employees, the Employer shall consult with the Bargaining Unit Executive.

30.02 The Bargaining Unit will be involved in developing and reviewing provisions of Health Support Services in school settings (currently PPM81), including universal hygiene procedures for control of body fluid-borne infectious diseases, procedures for moving students using hydraulic lifts, diabetic protocols, guide dogs, service dogs and procedures for assisting students with toileting and procedures to address student behaviour concerns.

30.03 Where an Employee is requested to perform duties which the Employee believes are inconsistent with current Board policies and procedures, the Employee shall attempt to address the concern in accordance with Board Administrative Procedure AP 7515-D Staff Communications Guidelines - Problem-Solving.

30.04 The Educational Assistant Supervisor and the Bargaining Unit President will review a summary of aggression and violence incidences towards employees and related intervention procedures monthly.

30.05 Emergency Communications

Members shall have access to an emergency communications system, i.e., FM two-way radio, providing the fastest possible response time in the event of emergency

30.06 Employees are not required to use their personal vehicle to transport students. If the employee decides to do this, it is done on a voluntary basis (consistent with Board procedures).

ARTICLE 31 - PROFESSIONAL DEVELOPMENT

31.01 Professional Development days will be provided to Employees consistent with teaching groups, currently six (6) days.

31.02 The joint Professional Development Committee will continue

ARTICLE 32 - BENEFITS

32.01 The Bargaining Unit is responsible for the selection of carrier, specifics of insurance coverage, option of election and all aspects of management of the benefit plans. The Board is responsible for the administration including enrolment and payroll deductions.

32.02 Effective September 1, 2008, the Board contribution to the benefit plans will be \$2600.00 per year per full-time equivalent Employee in the Bargaining Unit.

Effective September 1, 2009, the Board contribution to the benefit plans will be \$2700.00 per year per full-time equivalent Employee in the Bargaining Unit.

Effective September 1, 2010, the Board contribution to the benefit plans will be \$2900.00 per year per full-time equivalent Employee in the Bargaining Unit.

Effective September 1, 2011, the Board contribution to the benefit plans will be \$3100.00 per year per full-time equivalent Employee in the Bargaining Unit plus lump sum amount of \$29,500.

- 32.03 In addition to the Canada Pension Plan, every permanent Employee shall join the Ontario Municipal Employees' Retirement System. The Board and the Employees shall make contributions in accordance with the provisions of the Plan.

ARTICLE 33 - SALARY CHART

33.01

- (a) All permanent Educational Assistants will be paid on the following grid based on hours worked:

Effective:	<u>Sept. 1, 2008</u>	<u>Sept. 1, 2009</u>	<u>Sept. 1, 2010</u>	<u>Sept. 1, 2011</u>
Start:	\$18.65	\$19.21	\$19.79	\$20.38
Year 1:	\$19.46	\$20.04	\$20.64	\$21.26
Year 2:	\$20.96	\$21.59	\$22.24	\$22.91
Year 6:	\$21.59	\$22.24	\$22.91	\$23.60

Outdoor Education Specialists will be paid an annual salary as follows:

Effective:	<u>Sept. 1, 2008</u>	<u>Sept. 1, 2009</u>	<u>Sept. 1, 2010</u>	<u>Sept. 1, 2011</u>
Start:	\$38,120.	\$39,264.	\$40,442.	\$41,655.
Year 1:	\$38,295.	\$39,444.	\$40,627.	\$41,846.
Year 2:	\$40,569.	\$41,786.	\$43,040.	\$44,331.
Year 6:	\$41,780.	\$43,033.	\$44,324.	\$45,654.

Specialized Educational Assistant Support (10 month) will be paid an annual salary as follows:

Effective:	<u>Sept. 1, 2008</u>	<u>Sept. 1, 2009</u>	<u>Sept. 1, 2010</u>	<u>Sept. 1, 2011</u>
	\$39,625.	\$40,814	\$42,038.	\$43,299

Days worked outside of the work year for Specialized Educational Assistant Support shall be paid at the daily rate or the equivalent time worked in lieu time. The equivalent daily rate equals annual salary divided by 194 working days in the school year.

Unqualified Educational Assistants will be paid the following hourly rate:

Effective:	<u>Sept. 1, 2008</u>	<u>Sept. 1, 2009</u>	<u>Sept. 1, 2010</u>	<u>Sept. 1, 2011</u>
	\$17.57	\$18.10	\$18.64	\$19.20

- 33.02 a) Temporary (Qualified) Educational Assistants will be paid the start hourly rate of the salary grid.
b) Temporary Outdoor Education Specialist, after 10 consecutive days, shall be paid at the Outdoor Education Specialist start rate divided by 200 for all additional consecutive days.
c) A part-time permanent Educational Assistant shall be paid his/her regular hourly rate when performing supply work.

- 33.03 The Board may recognize skill and previous experience by paying a new Employee at the Year 1 or Year 2 rate. The union will be informed of the pay rate for each new Employee.

- 33.04 The annual wage paid to full-time Educational Assistants will be determined by the above grid rate multiplied by the total of instructional days plus professional development days plus statutory holidays, currently $188 + 6 + 10 = 204$ days (effective September 2011: $188 + 6 + 10 + 1 = 205$). Vacation entitlement as explained in 23.01 will be calculated and the resulting amount paid as follows: In 2008 over twenty-two (22) pay periods. Effective September 2009 - The first Friday of September – 5 days and then every second Friday thereafter to the last Friday in June – 10 days.

- 33.05 Part-time Educational Assistants will be paid on a pro-rated basis of the formula in Article 33.04

- 33.06 If additional classifications are hired within the scope of the Bargaining Unit, rates of pay will be negotiated with the Bargaining Unit.

IN WITNESS WHEREOF the Parties have caused this Collective Agreement to be signed by their respective, duly authorized representatives.

Dated at Chesley, Ontario this 26th day of October, 2008

BLUEWATER DISTRICT SCHOOL BOARD

Ross King
M. M. M. M.
Fulbrightson

**EDUCATIONAL ASSISTANTS
OSSTF DISTRICT 7**

Paula Robinson
Michelle Phillips
Deborah Gies
Alaine Minty
Janet

Memorandum of Understanding
between
Bluewater District School Board
and
O.S.S.T.F., District 7
Educational Assistants Bargaining Unit

RE: OPERATION AND ADMINISTRATION OF THE BENEFIT PLANS

This agreement is between Bluewater District School Board and the Educational Assistants Bargaining Unit of O.S.S.T.F., District 7. The purpose of the agreement is to set out the responsibilities of both parties in the operation and administration of the benefit plans established (1998-2000) for the members of this Bargaining Unit as a result of the current Collective Agreement between the parties.

The Parties agree as follows:

1. Bluewater District School Board is responsible for the administration of the benefit plans established under the collective agreement. Specific administration duties include those listed below:
 - The Board will provide each employee with the appropriate information and forms to allow enrolment in the plans(s) within 31 calendar days of the employee's most recent eligibility date. For these purposes, eligibility dates will be the first day of work for new hires/employees of the Board; the first day of work after return from a leave under the collective agreement for those employees whose leave affected their enrolment in the benefit plans; and for the EHC and Dental plans, the first day of work that an employee's regular work assignment is increased to more than half in relation to full-time assignment.
 - Application kits will indicate the date the kit is sent out to the employee and the date the completed kit is to be returned to the Board. The Board will send the original of the application to OTIP/RAEO with a copy to the Bargaining Unit President or designate and the Board will retain a copy.
 - The Board will also administer late entrant applications after the 31-day limitation. The Board will send the original of the application to OTIP/RAEO for carrier approval with a copy to the Bargaining Unit President or designate and the Board will retain a copy.
 - The Board will notify OTIP/RAEO of each employee taking a leave of absence under the collective agreement. OTIP/RAEO will notify and invoice the employee of the benefit coverage options available while on such leave.
 - The Board will provide appropriate claims forms in all work locations.
 - The Board will provide updated coverage reports at least quarterly to OTIP/RAEO and to the Bargaining Unit President or designate. These reports will list employees enrolled in each benefit plan, each employee's coverage and the employee's work assignment in relation to a full-time assignment. Employees on leave under the collective agreement will be included in the reports.
 - The Board will deduct premiums applicable to each employee's benefit plan(s) and remit the premiums each month to OTIP/RAEO with supporting documentation (i.e. new applications, coverage reports, etc.) Such premiums will be according to the terms of the current insurance policy.
 - The Board will remit to OTIP/RAEO each month an amount equal to the Board's annual obligation for benefits under the collective agreement divided by twelve. This amount will be remitted to OTIP/RAEO in addition to the contributions made by individual employees.
 - The Board will notify OTIP/RAEO and the Bargaining Unit President or designate when an employee is absent from work for a period of 20 consecutive days or more due to injury or illness.

The Board will notify an insured employee on sick leave that the employee can apply for LTD benefits following 30 consecutive days on sick leave. The Board will provide LTD claim kits at the request of the employee and will complete the Plan Administrators Statement.

The Board will provide and/or complete a disabled employee's life insurance waiver in accordance with the current insurance policy.

The Board will notify OTIP/RAEO of any employee who has given notice of retirement including the expected date of retirement and the employee's last known address,

2. The Educational Assistants Bargaining Unit is responsible for the design of the benefit plans and the selection of the carrier(s). The Bargaining Unit will also assume responsibility for the following elements of the plans' operations:

The Bargaining Unit will assist insured employees in matters related to adjudication of claims by the insurer.

The Bargaining Unit will make modification to the existing policies in conjunction with OTIP/RAEO and the insuring company. This responsibility includes but is not restricted to additions or deletion of policy provisions.

The Bargaining Unit will inform the Board of changes in coverage or administration which result in changes to premium deductions from individual employees. Notification will be given on a timely basis and in advance of the changes.


3. The parties will establish a Joint Benefits Committee with equal representation from the Board and the Bargaining Unit. The purpose of this committee is to review the administration of the plans and to determine any additional information or duties which may be required for ongoing maintenance and operation of the benefit plans. The Joint Benefits Committee will meet at least quarterly.


This memorandum is deemed to be part of the Collective Agreement between the Bluewater District School Board and the Educational Assistants Bargaining Unit of O.S.S.T.F. District 7 and shall be included in the Collective Agreement inside the signature page. The terms of this Memorandum of Understanding are grievable and arbitrable. The Board shall not be held liable for the responsibilities of the Bargaining Unit set out in Section 2 above.





Feb. 28/03
dated





Jan. 30/03
dated

LETTER OF AGREEMENT

RE: CRIMINAL RECORDS CHECK

Consent forms and all criminal record reports and annual offence declarations will be retained under locked conditions in a secure Board location. Access to the information will be limited to only Human Resources Department staff.

Dated at Chesley, Ontario this 7th day of June, 2005.

BLUEWATER DISTRICT SCHOOL BOARD

J. Larkin Galask

M. Mutton

R. Richardson

**EDUCATIONAL ASSISTANTS
OSSTF DISTRICT 7**

Paul De Robertis

M. Manamon

Colaine Minty

LETTER OF UNDERSTANDING

between

BLUEWATER DISTRICT SCHOOL BOARD

and

OSSTF DISTRICT 7
EDUCATIONAL ASSISTANTS

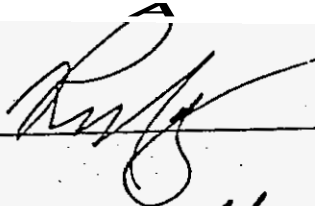
WHEREAS the above-noted parties wish to maintain the employment insurance premium reduction and thereby agree to the following condition:

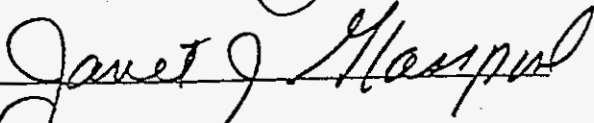
One and two thirds days of paid sick leave per month will be provided for use in the case of personal disability.

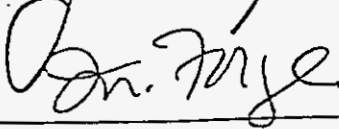
Dated at Chesley, Ontario this 4th day of July, 2000.

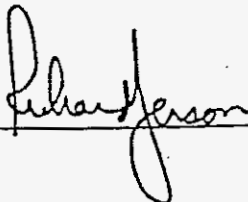
BLUEWATER DISTRICT SCHOOL BOARD

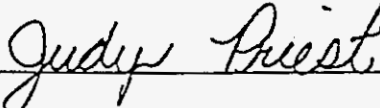
EDUCATIONAL ASSISTANTS
OSSTF DISTRICT 7

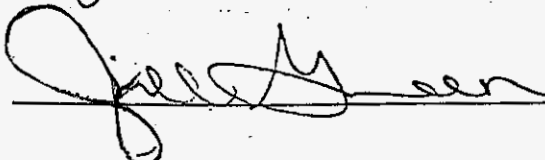


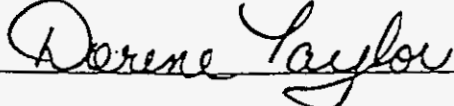












**LETTER OF AGREEMENT
BETWEEN
BLUEWATER DISTRICT SCHOOL BOARD
AND
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
EDUCATIONAL ASSISTANTS' BARGAINING UNIT**

The parties agree that the terms of this Memorandum of Agreement is established for the purposes of determining parameters around hours of work and overtime for the Specialized Educational Assistant Support positions.

The parties agree as follows:

HOURS OF WORK

1. Monday to Friday: Operating hours-8.00 a.m.-4.30 p.m., with core hours 9.00 a.m. -4.00 p.m. Seven hours per day plus a lunch period. Employees are entitled to one fifteen (15) minute rest period each morning and afternoon based on daily schedule and programming.
2. The work schedule for these employees is set by their immediate supervisor based on programming needs of the system.
3. The work year for these employees shall be the instructional year established by the Board consistent with Education Statutes and Regulations, and shall include the same number of professional development days as teaching staff, currently four (4) days. If these employees are providing training for other employees on the four (4) professional development days, additional opportunities will be provided by mutual agreement for individual professional days to a maximum of four (4) days.
4. These employees will be paid mileage based on Board rate and travel time between locations shall be considered time worked. The start and end location of mileage claims will be determined by Board procedures as directed by the Superintendent of Student Services, or designate.

OVERTIME

1. All overtime beyond seven (7) hours per day during the week and all time worked on Saturday, Sunday, or a holiday set out in the current OSSTF District 7 Educational Assistant bargaining unit agreement as a paid holiday shall be considered as overtime if performed at the request of and authorized by the immediate supervisor, Superintendent of Student Services or the Administrator of Employee Relations. It is agreed that such overtime is voluntary.
2. Days worked outside of the school year for the Specialized Educational Assistant Support shall be paid at the daily rate or the equivalent time worked in lieu time. The equivalent daily rate equals annual salary divided by the number of paid days during the school year.

This memorandum is deemed binding between Bluewater District School Board and OSSTF District 7 Educational Assistant Bargaining Unit.


for Bluewater District School Board


for OSSTF District 7 Educational Assistants


for Bluewater District School Board


for OSSTF District 7 Educational Assistants

May 25, 2006
Dated

May 25/06
Dated

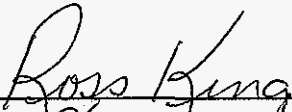
LETTER OF UNDERSTANDING


RE: WORKPLACE VIOLENCE

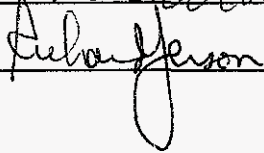
The Board and the OSSTF Support Staff Bargaining Units shall establish a Joint Committee on Workplace Violence, consisting of up to six (6) representatives each, no later than February 28, 2010. The Committee shall review the recommendations from the Provincial Joint Task Group and determine Bluewater DSB implementation strategy for such recommendations for the 2010-11 school year and beyond.

Dated at Chesley, Ontario this 26th day of October, 2008.

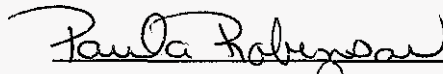
BLUEWATER DISTRICT SCHOOL BOARD

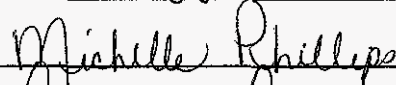


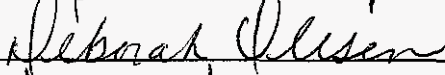






**EDUCATIONAL ASSISTANTS OSSTF
DISTRICT 7**











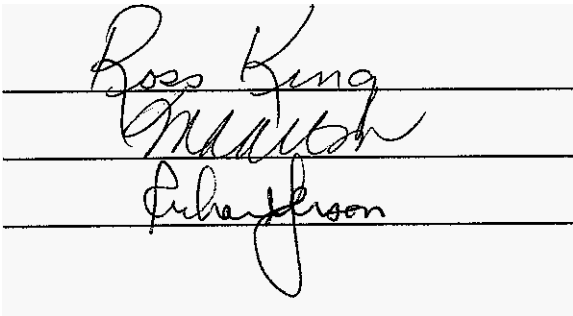
LETTER OF UNDERSTANDING

PROTOCOL RE: EXTERNAL AGENCIES

The parties agree to meet within thirty (30) days of the publication of the Provincial Protocol Template (external agencies) in order to review the document and determine an implementation strategy for the Bluewater District School Board and the D7 EA Bargaining Unit.

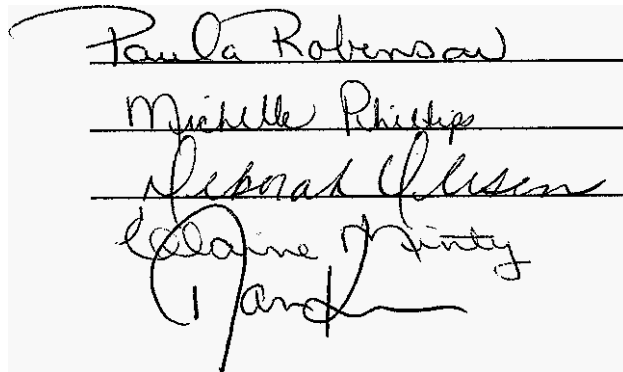
Dated at Chesley, Ontario this 26th day of October, 2008.

BLUEWATER DISTRICT SCHOOL BOARD



Handwritten signatures of three representatives from the Bluewater District School Board, written on three horizontal lines. The signatures are: Ross King, Milton, and Subramanian.

**EDUCATIONAL ASSISTANTS OSSTF
DISTRICT 7**



Handwritten signatures of four representatives from Educational Assistants OSSTF District 7, written on four horizontal lines. The signatures are: Paula Roberson, Michelle Phillip, Leonard Gibson, and Elaine Minty.

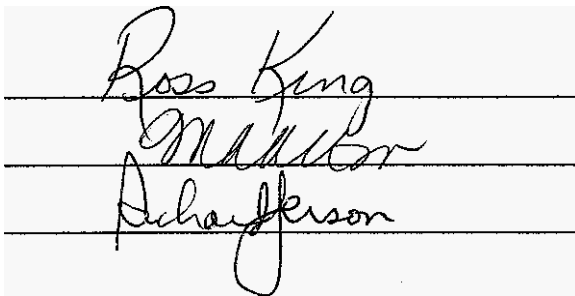
LETTER OF UNDERSTANDING

RE: NEW POSITIONS

The parties agree that should the Board create Child and Youth Worker positions and/or Early Childhood Educator positions, such positions shall be included within the Educational Assistant Bargaining Unit. The parties shall meet to negotiate the terms of employment for such newly created positions.

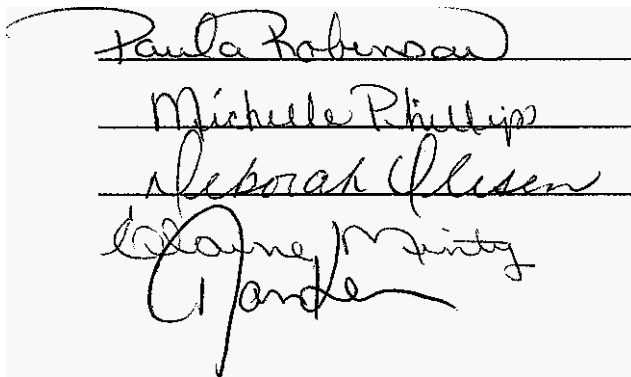
Dated at Chesley, Ontario this 26th day of October, 2008.

BLUEWATER DISTRICT SCHOOL BOARD



Ross King
Miller
Schafferson

**EDUCATIONAL ASSISTANTS OSSTF
DISTRICT 7**



Paula Robinson
Michelle Phillips
Deborah Glaser
Colleen Minty
Gardner

LETTER OF UNDERSTANDING

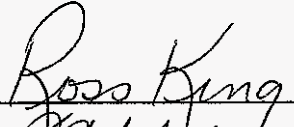
RE: IMPLEMENTATION OF OSSTF SUPPORT STAFF PDT

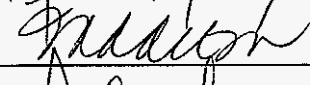
- a) For the period September 1, 2008 – August 31, 2009, the permanent FTE staffing level shall be a minimum of 293.5 FTE (consisting of 285.5 FTE EAs; 4.0 FTE tech facilitators; 4.0 FTE Outdoor Education Specialist).

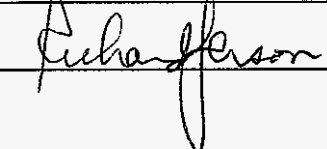
- b) Effective September 1, 2011, the parties agree that any funds generated under Appendix 12 of the August 18, 2008 B: Memo shall be applied in the following sequence:
 - 1. recalling any permanent EA placed on the recall list as of September 1, 2008 or after
 - 2. the seven (7) hour work day identified in 20.01
 - 3. applying \$5 per ADE to fund Office Professionals and Technicians
 - 4. hiring new permanent Educational Assistants

Dated at Chesley, Ontario this 26th day of October, 2008.

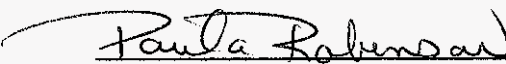
BLUEWATER DISTRICT SCHOOL BOARD

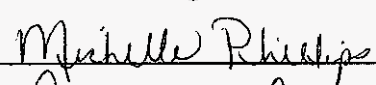


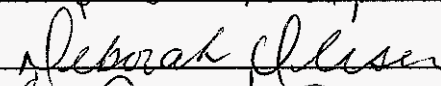





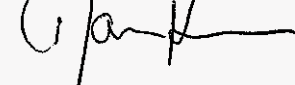
**EDUCATIONAL ASSISTANTS OSSTF
DISTRICT 7**











APPENDIX A - EXTRACT FROM THE EMPLOYMENT STANDARDS ACT - 2000

THE FOLLOWING IS ATTACHED TO BUT DOES NOT FORM PART OF THE COLLECTIVE AGREEMENT. IT IS PROVIDED FOR THE INFORMATION OF EMPLOYEES AND IT MUST BE CLEARLY UNDERSTOOD THAT AMENDED LEGISLATION WILL AUTOMATICALLY BE IN EFFECT.

PREGNANCY AND PARENTAL LEAVE

45. Definitions - In this Part,

"**parent**" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own and "child" has a corresponding meaning;

"**same-sex partner**" means either of two persons of the same sex who live together in a conjugal relationship outside marriage;

"**spouse**" means,

- (a) a spouse as defined in section 1 of the *Family Law Act*, or
- (b) either of two persons who live together in a conjugal relationship outside marriage

46. (1) Pregnancy Leave - A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.

(2) When leave may begin - An employee may begin her pregnancy leave no earlier than the earlier of,

- (a) the day that is 17 weeks before her due date; and
- (b) the day on which she gives birth.

(3) Exception - Clause (2)(b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.

(3.1) Latest day for beginning pregnancy leave - An employee may begin her pregnancy leave no later than the earlier of,

- (a) her due date; and
- (b) the day on which she gives birth.

(4) Notice - An employee wishing to take pregnancy leave shall give the employer,

- (a) written notice at least two weeks before the day the leave is to begin; and
- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

46. (5) Notice to change date - An employee who has given notice to begin pregnancy leave may begin the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the earlier date; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

(6) Same, complications, etc. - If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,

continued...

APPENDIX A - EXTRACT FROM THE EMPLOYMENT STANDARDS ACT - 2000 (con't)

- (a) written notice of the day the pregnancy leave began or is to begin; and
- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date;
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.

47. (1) End of pregnancy leave - An employee's pregnancy leave ends,

- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
- (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage

(2) Ending leave early - An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave.

(3) Changing end date - An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,

- (a) on an earlier day that was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

47. (4) Employee not returning - An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

(5) Exception - Subsection (4) does not apply if the employer constructively dismisses the employee.

48 (1) Parental Leave - An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

(2) When the leave may begin - An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

(3) Restriction if pregnancy leave taken - An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

(4) Notice - Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.

(5) Notice to change date - An employee who has given notice to begin parental leave may begin the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

continued...

APPENDIX A - EXTRACT FROM THE EMPLOYMENT STANDARDS ACT - 2000 (con't)

(6) If child earlier than expected - If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

- (a) the employee's parental leave begins on the day he or she stops working; and
- (b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

49. (1) End of parental leave - An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after if began, otherwise.

49. (2) Ending leave early - An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

(3) Changing end date - An employee who has given notice to end his or her parental leave may end the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

(4) Employee not returning - An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

(5) Exception - Subsection (4) does not apply if the employer constructively dismisses the employee.

Appendix B
Regulations, Policies, Procedures, Forms
Relevant to EA Members

Communication

BP 2311-D	E-mail- Acceptable Use (Employees)
AP 2311-D	E-mail- Acceptable Use (Employees)
BP 2312-D	Network Resources– Limited Personal Use (Employees)
AP 2312-D	Network Resources– Limited Personal Use (Employees)
AF 7515-D	Staff Communication Guidelines- Problem Solving

Foundations **For** Learning

BP 1101- D	Foundations For Learning
------------	--------------------------

Health and Safety

BP 3801-D	Health and Safety
BP 7520-D	Human Rights
AP 7520-D	Human Rights
BP1420-D	Bloodborne Pathogens (HIV/AIDS/Hepatitis B & C
AP 7705-D	Fifths Disease

Medical/Physical

BP 6802-D	Medical and/or Physical Assistant- Provision within the School
AP 6802-D	Medical and/or Physical Assistant- Provision within the School
AP 6807-D	Medical Emergency- Written Plan
AF 6802	Medical Assistance- Request For
AF 6804	Physical Assistance- Request For
AF 6805	Medical Problems (Critical)- Request For Assistance
BP 6821-D	Anti Bullying
AP 6821-D	Anti Bullying
AP 6840-D	Pediculosis (Head Lice)

Safe Schools

BP 6820-D	Safe Schools
AP 6820-D	Safe Schools
BP 6850-D	Child Maltreatment (Suspected) -Reporting
AP6850-D	Child Maltreatment (Suspected) -Reporting

Assault

BP 6821-D	Assault, Sexual Abuse and Professional Misconduct Involving Board Staff
AP 6821- D	Assault, Sexual Abuse and Professional Misconduct Involving Board Staff

Physical Intervention

AP 6905-D	Physical Intervention Procedures
AF 6916	Functional Assessment of Student Behaviour
AF 6917	Behaviour Intervention Plan
AF 6918	Physical Restraint Incident Report
AF 6919	Physical Intervention Consent Form
AF 6920	Physical Intervention Record
AF 6921	Physical Intervention Record
AF 6922	Expected and Actual Behaviour

Special Education Incident Reporting

- AF 6930 Special Education Incident Reporting Form
- AF 6931 Special Education Incident Recurrence – Prevention Form

Special Education Support

- AF 6933 Educational Assistant Request For Resource Support

Resources

- Special Education Plan – Blue Binder
- Provisions For Medical and/or Physical Assistance Within the School- Yellow Binder
- Educational Assistant Binder- OSSTF District 7 Educational Assistants
- Planning Guide For the Special Education Team
- Request For- PPE Personal Protective Equipment
- Protective Footwear

Appendix C

Compassionate Care Benefits – under Employment Insurance

Compassionate care benefits are paid to persons who have to be away from work temporarily to provide care or support to a family member who is gravely ill with a significant risk of dying within the next 26 weeks.

Payment may be made up to a maximum of 6 weeks.

Eligibility is based on "qualifying" by working 600 insured hours in the last 52 weeks and a decrease of more than 40 % in regular weekly earnings.

Family members include:

- your child or the child of your spouse or common-law partner;
- Your wife/husband or common-law partner;
- Your father/mother;
- Your father's wife/ mother's husband including common-law partner;
- The common-law partner of your father/mother;
- Brother or sister and stepbrother and stepsister;
- Grandparents or step-grandparents, aunt, uncle and their spouse or partner
- (additional categories of family members are listed on the Service Canada website)

Care or Support to a family member means: providing psychological or emotional support, or arranging for care by a third party or directly providing or participating in the care.

You can share the 6 weeks compassionate care benefits with other family members who must also apply and are eligible for those benefits.

Medical certificate as proof of the family members needs for care or support and risk of death within 26 weeks will be required.

Application procedure is through submission of an EI application on-line or in person at your local Service Canada Centre.

You must request your Record of Employment (**ROE**) from your last employer

Waiting Period (unpaid) for 2 weeks must be served before the 2 week waiting period

Amount received is 55% of your average insured earnings to a maximum of \$435 per week.

Further information is available www.servicecanada.gc.ca (select language of communication option) then in the 'services by subject' list select "income assistance" then select "Employment Insurance Compassionate Care Benefit" or directly from the nearest Service Canada Centre office. The list of offices is available on the website.

November 27, 2008

Appendix D - Absence Clarification

Note: In an emergency if an employee is absent less than half day no deduction, if more than half but less than 1 day a half day will be deducted

Illness Personal (deduction from Sick Leave)

- personal illness/medical appointment that cannot be scheduled out of work hours (deduction from Sick Leave)

After 5 days may request medical documentation

Illness Family (deduction from Sick Leave)

- family illness/medical appointment that cannot be scheduled out of work hours (deduction from Sick Leave)

After 5 days may request medical documentation

Leave of Absence Article 26

Compassionate Leave - Immediate Family (no deduction)

- death in the immediate family (spouse, father, mother, guardian, brother, sister, son, daughter, grandparents, grandchildren & immediate in-laws up to 5 consecutive school days)

EA Supervisor through the Immediate Supervisor

Compassionate Leave - Extended Family (no deduction)

- death in extended family (aunts, uncles, nephews, nieces) Up to 3 consecutive school days

EA Supervisor through the Immediate Supervisor

Compassionate Leave - **Other** Family or Friends (no deduction)

- death of others close to employee up to 1 school day

EA Supervisor through the Immediate Supervisor

Personal Leave (no deduction)

- religious observance of Holy days
- quarantine
- service as a juror or subpoenaed witness in any court
- attendance to sit for examinations
- attendance at graduation for employee or immediate family member

EA Supervisor through the Immediate Supervisor

Personal Leave (deduct sick leave)

- serious illness or injury of immediate family (up to 5 days)
- adoption of children (interview etc)
- calamity involving home or property
- legal proceeding requiring employee's presence

EA Supervisor through the Immediate Supervisor

Inclement Weather (no deduction)

- unable to get safely to their location or alternate location

Clarification for any absence is required, please contact the Educational Assistant Supervisor

Appendix E – Extract from the Ontario Occupational Health and Safety Act - expectations (with relevant sections noted):

Establishment of Committee

A joint Health and Safety Committee is to be established and maintained at each worksite. (section 9 (4))

Membership and selection

The Committee shall consist of at least two persons, for a workplace of fewer than fifty workers and at least four persons for a workplace where fifty or more workers are regularly employed. (section 9 (6))

At least half of the members of the committee shall be workers employed at the workplace who do not exercise managerial functions. (section 9 (7))

The members of the Committee who represent workers shall be selected by the workers who they are to represent or the by the union or unions. (section 9 (8))

Chairpersons

The Committee shall be co-chaired by members who represent workers and those who exercise managerial functions (section 9 (11))

Meetings

A Committee shall meet at least once every three months at the workplace. (section 9 (33)) (interpreted as *four times* in the school year)

Member's entitlement

A member of a Committee is entitled to one paid hour or such longer time of time as the committee determines is necessary to prepare for each committee meeting and necessary time to attend meetings of the committee and carry out workplace inspections of part of the workplace on a monthly basis and the physical condition of the workplace on an annual basis.
(section 9 (34) (35) (26) (27))

Information

Information provided to the Committee shall include all relevant health and safety information respecting the identification of potential or existing hazards of materials, processes or equipment and health and safety experience and work practices. (section 9 (29) (30))