

COLLECTIVE AGREEMENT

Between

UPPER GRAND DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

and

OSSTF, OFFICE CLERICAL AND TECHNICAL
BARGAINING UNIT
(hereinafter referred to as the "Union")

September 1 2007 – August 31, 2008

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION

- 2:01 (a) The Board recognizes the Union as the exclusive bargaining agent for all Office, clerical and technical employees employed by the Upper Grand District School Board including casual employees, save and except supervisors, persons above the rank of supervisor, students employed pursuant to a co-operative training program in conjunction with a school, college or university, students attending school on a full-time basis who work less than ten (10) hours per week. Human Resources staff (except payroll clerks).
- (b) The Ontario Secondary School Teachers’ Federation and the Upper Grand District School Board agree that “Office, Clerical and Technical Employees” in clause 2:01a) means: all those positions that were covered by the OSSTF Office, Clerical and Technical bargaining unit or the OSSTF Secretarial/Clerical bargaining unit or the OPSEU Secretarial/Clerical bargaining unit as at January 1, 1998 plus all Head Secretaries in Secondary Schools, Secretary to Principal of Program and the Administrative Assistant-Continuing Education (see Office Clerical Technical Grid which is attached hereto and forms part of this Agreement for the list of included positions). The position of Secretary to the Superintendent of Operations is a bargaining unit position.
- 2:02 The Union recognizes the Negotiating Committee of the Board as the official Committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Agreement.
- 2:03 The Board recognizes the right of the Ontario Secondary School Teachers’ Federation to authorize the Bargaining Unit or any other advisory agent counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2:04 The Union recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 3 – UNION RIGHTS

- 3:01 The Board shall advise all new Members that a Collective Agreement is in effect and provide the new Member with the name, business phone number and work location of the Bargaining Unit President.
- 3:02 Any official correspondence from the Board to the Union or Bargaining Unit shall be sent to the President of the Bargaining Unit at the address of the office of the Bargaining Unit provided in Article 3:05 unless otherwise stated in this Agreement.
- 3:03 Any official correspondence from the Union or Bargaining Unit shall be sent to the Executive Officer of Human Resources at the main office of the Board unless otherwise stated in this Agreement.
- 3:04 The Executive Officer of Human Resources shall inform the President of the Union monthly, in writing, of the name, location and job classification of all hirings, lay-offs, re-classifications, permanent transfers, recalls, leaves of greater than ten (10) weeks, changes in FTE, retirements and terminations of employees.
- 3:05 The Union shall notify the Board, in writing, of the following:
- (a) names of its representatives in the Bargaining Unit on the Executive and Collective Bargaining Committee and the name of the Grievance Officer;
 - (b) address and phone number of its Head Office;
 - (c) address and phone number of the Bargaining Unit Office.
- 3:06 The Board will provide upon request once each year, other than for negotiating purposes, information regarding employees in the Benefit Plans. Such information shall include the number enrolled in the plans, family, single, and in which plans they are enrolled. It is understood such information shall not include the employees' names.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4:01 The Union recognizes that the management of the Board and the direction of the working forces are fixed exclusively in the Board and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Board to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, retire, assign, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discharge, or otherwise discipline employees. A claim that a permanent or probationary employee has been disciplined or discharged without just cause may be subject to a grievance and dealt with as hereinafter provided.

- (c) make, enforce and alter from time to time rules, regulations and policies to be observed by the employees, provided that no change shall be made by the Board in such rules, regulations and policies without prior notice to and discussion with the Union.

4:02 The Union further recognizes the right and duty of the Board to discipline, demote, suspend and discharge employees provided that a claim by a permanent or probationary employee that he/she has been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance and dealt with as provided in Article 17. It is understood that probationary employees are subject to a lesser standard of just cause (basic procedural fairness).

4:03 The Board agrees that the provisions of this Article do not preclude representation and consultation by the Board and Branch Affiliate concerning any matter.

ARTICLE 5 – NO DISCRIMINATION

5:01 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age; ancestry; citizenship; colour; creed; ethnic origin; family status; handicap; marital status; place of origin; race; record of unrelated offences; relationship, association or dealings with persons identified by one of the other prohibited grounds; sex; and sexual orientation.

5:02 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of an employee's activity or lack of activity in the Union.

ARTICLE 6 – JUST CAUSE

6:01 No permanent or probationary employee shall be demoted, disciplined or discharged without just cause.

6:02 Each Member must be provided, in writing, with all notations of derogatory or disciplinary action which are to be placed in the Member's personnel file. Unless such notation is made in writing to the Member, the Board shall not use such incident as part of the Member's past record to justify a later disciplinary action. Such notice must be given to the Member within ten (10) working days following the conclusion of the investigation of the events giving rise to the action and such notice shall be acknowledged by a signed receipt or a registered letter. In such cases, the President of the Bargaining Unit shall be notified at the same time, by mail, that the Member has been disciplined or received a derogatory notation in the Member's personnel file. Any written reply made by a Member to a derogatory notation or disciplinary action shall be included in the Member's personnel file. Upon receipt of such reply, the Board shall send by mail, a copy of the reply to the President of the Bargaining Unit.

6:03 A Member is entitled, prior to the imposition of suspension or discharge, to be invited to a meeting with Board representatives who will explain the reasons for

considering such action. The Board shall inform the Member, prior to the day of the meeting, of the Member's right to have the Bargaining Unit President or designate present at such meeting. The Member shall be accompanied at the meeting by the Bargaining Unit President or designate who shall be advised in advance by the Board of the time and place of the meeting.

- 6:04 (a) For all meetings related to this Article which are held during normal working hours, the Member, subject to clause 6:04(b), and the Bargaining Unit President, who is not on leave of absence, or designate shall each be paid for time spent at such meetings at the rate of pay that would normally be paid had the person been at work for their normal scheduled shift.
- (b) A Member who has been suspended without pay or discharged for just cause, shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.

ARTICLE 7 – PERSONNEL FILE

- 7:01 There shall be only one official personnel file retained by the Board for each Member. Such personnel file shall be located in the Human Resources Department of the Board.
- 7:02 A Member shall have access to examine the Member's personnel file upon prior arrangement with the Human Resources Department. Upon request, a Member shall be provided with a copy of material contained in such file.
- 7:03 A Member may request that the Bargaining Unit President or designate accompany the Member to review the personnel file.
- 7:04 A Member shall have the right to contest in writing the accuracy of such information contained in the Member's personnel file, and have the same recorded in the Member's file. If there is an error in the information as determined by the Board, the Board shall notify all parties concerned.
- 7:05 Where two (2) years have elapsed since the recording of a disciplinary notation on an employee's file, the employee may request that such disciplinary notation be reviewed. Such notation shall be removed from the file providing such personnel file has been free of any written warning or disciplinary action during the intervening period.
- 7:06 A copy of any written disciplinary action taken shall be forwarded to the Union President.

ARTICLE 8 – STRIKE AND LOCKOUT

- 8:01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there shall be no strike and the Board agrees that there shall be no lockout of the Members in this bargaining unit. The meaning of the words

“strike” and “lockout” shall be as defined in the Ontario Labour Relations Act and its Regulations.

8:02 No Member shall be requested or required to perform the duties of any other employee of the Board who is engaged in a strike or lockout.

ARTICLE 9 – UNION MEMBERSHIP AND CHECK-OFF

9:01 All employees shall, as a condition of employment, maintain their Union membership to the extent of paying Union dues and other amounts chargeable by the Union. All new employees shall join the Union within thirty (30) days of employment.

9:02 On each pay date on which an employee receives a pay cheque, the Board shall deduct from each employee’s pay the Union dues. The levy will be deducted in the amounts and on the dates as agreed with the Federation. The amount to be deducted shall be determined by the Union in accordance with its constitution and shall be communicated to the Board annually no later than June 30th of each year to be effective the following September.

9:03 No later than the 15th day of the month following the month in which deductions are made under this Article, the Provincial O.S.S.T.F. Union dues deducted shall be remitted to the Treasurer of the Federation at 60 Mobile Drive, Toronto, and the local levy to the Treasurer of District 18, O.S.S.T.F., as directed by the bargaining unit in writing. The remittance of the dues and levy shall be accompanied with the following information on each Member:

- (a) Surname and first name
- (b) Social Insurance Number
- (c) Amount of dues/levy deducted
- (d) The period of work for which amount is submitted

9:04 The Union agrees to indemnify and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making Union dues deductions.

ARTICLE 10 – LABOUR MANAGEMENT COMMITTEE

10:01 There shall be a Labour-Management Committee consisting of up to three (3) members appointed by the Board and up to three members appointed by the Bargaining Unit.

10:02 The Committee shall meet as required at the request of the Bargaining Unit Executive or of the Board to discuss matters of common concern.

10:03 Meetings of the Committee shall take place during normal working hours and shall be considered time worked for the Bargaining Unit Members of the Committee.

10:04 There shall be no discussion of any matter that has been filed as a grievance at a Labour-Management Committee meeting unless the Parties mutually agree otherwise.

ARTICLE 11 – COLLECTIVE AGREEMENT

11:01 The Union agrees to provide sufficient quantities of this collective agreement for the Board to distribute to every permanent and probationary employee as follows:

- (a) for incumbent employees within thirty (30) working days after the agreement is signed, and
- (b) for newly-hired employees, including Long Term Temporary employees, within five (5) working days of an employee’s first day of work.

11:02 Final copies of the agreement shall be signed and printed within forty-five (45) working days of ratification by both parties.

11:03 The Union will provide the Board with an additional one hundred (100) copies for school and Board administration use.

11:04 The cost of printing the collective agreement will be shared equally by both the Union and the Board.

ARTICLE 12 – PROBATIONARY PERIOD

12:01 Employees newly hired by the Board to fill permanent vacancies covered by the Collective Agreement shall be considered probationary employees during the first three (3) months of continuous employment. The employee’s performance shall be evaluated during the probationary period to determine whether the employee successfully meets the requirements of the position. Provided the employee completes the probationary period satisfactorily, the employee shall be considered permanent. At the conclusion of the successfully completed probationary period, the employee’s name shall be added to the appropriate seniority list, with service shown retroactive to the first day of employment. In the event that the Board determines that the employee has not successfully completed the probationary period, his/her employment shall be terminated.

12:02 Notwithstanding 12:01, the probationary period may be extended up to an additional six (6) months with the mutual agreement of the Bargaining Unit and the Board.

ARTICLE 13 – BEREAVEMENT LEAVE

13:01 Bereavement Leave shall be granted to a Member, upon written request on the appropriate form, without loss of salary or deduction from the Sick Leave Credit Account in accordance with this article.

13:02 For absence occasioned by the death of a spouse/partner, son, daughter, mother, father of the Member or the Member’s spouse/partner, leave shall be granted for a period of five consecutive working days if requested.

- 13:03 For absence occasioned by the death of a sister, brother or grandchild of the Member or the Member's spouse/partner, leave shall be granted for a period of three consecutive working days if requested.
- 13:04 One (1) day's leave with pay shall be granted in the event of the death of the employee's grandparent when the employee is attending the funeral.
- 13:05 For absence occasioned by the death of those not covered under 13:02, 13:03, or 13:04, leave may be granted upon recommendation of the Principal/Supervisor and subject to the approval of the Executive Officer of Human Resources.

ARTICLE 14 – MISCELLANEOUS LEAVES OF ABSENCE

- 14:01 The Board shall grant a leave of absence, with prior written notification, up to a maximum of five (5) days total in any one school year to a Member in the following circumstances:
- (a) up to one (1) day when the Member is scheduled to write an academic, trade or professional examination;
 - (b) one (1) day when the Member attends the Member's post-secondary graduation;
 - (c) up to one (1) day when the Member attends the post-secondary graduation of the Member's spouse/partner, parent, child or step child;
 - (d) to celebrate a recognized religious holiday of the employee's own faith;
 - (e) up to one (1) day for the employee's own personal moving of residence.

The above leave shall be with pay and without deduction from sick days. Leaves approved under 14:01(d) shall not be limited to five days.

- 14:02 The Board may extend any of the leaves granted in Article 14:01, without loss in pay or deduction from sick leave credits.
- 14:03 A special or compassionate leave of absence may be granted by the Board without loss in pay, but with deduction from sick leave credits.
- 14:04 An extension to any leave outlined in Article 14 or 15 may be requested by the employee as a special or compassionate leave of absence without pay. Such leave may be granted by the Board.
- 14:05 A Member shall be entitled to Personal Days, for reasons other than illness, with prior written notification, up to a maximum of one (1) working day in each September to August period, without deduction of salary, and any such absence shall be deducted from a Member's sick leave account. It is understood that if the personal day is taken for emergency reasons, the employee shall be able to

verbally request the personal day and follow up with the written request immediately following the taking of the personal day.

14:06 A personal day may not be used to extend the following existing Holidays except in extenuating circumstances as approved by the Executive Officer of Human Resources;

- a) Statutory holidays;
- b) Summer break;
- c) March break;
- d) Winter break.

ARTICLE 15 – LEAVE OF ABSENCE WITHOUT PAY

15:01 A leave of absence without pay may be granted by the Board to a Member, in accordance with the conditions set out in this article.

15:02 A leave of absence granted under this Article shall be without salary/wages.

15:03 (a) An employee shall apply in writing to the Executive Officer of Human Resources for a leave of absence without pay.

(b) An employee requesting a Leave of Absence without pay for a period of four (4) weeks or more shall apply at least four (4) weeks prior to the beginning of the **requested** leave.

(c) The timeline in (b) may be waived when the application for such leave is for compassionate family circumstances.

15:04 Before commencing a leave of absence, a Member may continue employee benefit coverage under Article 49 – Benefits, during the period of the leave by paying the full cost of the premiums. The responsibility for making these arrangements rests with the employee.

15:05 The period of a leave granted under this Article shall be for up to one (1) year.

15:06 An extension of up to one (1) year may be granted to the Member with the approval of the Board upon written request of the Member received by the Board not less than four weeks prior to the end of the leave.

15:07 Subject to Article 45, Layoff and Recall, at the end of the period of the leave of absence, or its extension, the Member shall return to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position if it does not exist. If the Member has applied and been appointed to another position with the Board during the period of leave of absence the Member shall return to work in that position, if it still exists, or to a comparable position if it does not.

15:08 The total length, including extension, of leaves of absence for any reason (including pregnancy and parental leaves) shall not exceed two (2) years without approval of the Director of Education and the Bargaining Unit.

ARTICLE 16 – UNION LEAVE

16:01 The Board shall grant a leave of absence to Union representatives in accordance with the terms and conditions set out in this Article.

16:02 (a) Union leave shall be granted to representatives of the Union for the purpose of carrying out Union business to a maximum of twenty-five (25) days total for the bargaining unit per work year. Up to an additional five (5) days per work year shall be granted to the Chief Negotiator of the Bargaining Unit for the purpose of carrying out Union business.

(b) The maximum number of representatives to be granted such leave shall be three (3) at any one period of time. If such leave involves two or more Members from the same school or department, prior approval should be obtained from the Executive Officer of Human Resources.

16:03 In addition to the leave granted in Article 16:02, three (3) members of the bargaining unit Collective Bargaining Committee shall be granted a leave to attend negotiation meetings with the Board. It is understood that there shall be no loss of pay or benefits for an employee on such leave days. There shall be no reimbursement to the Board for such leave days.

16:04 Leave of absence shall be granted by the Board to Union representatives on Board committees which meet during the work day of the Member. Such leave shall be in addition to the leaves granted in Articles 16:02 and 16:03.

16:05 In addition to the leaves granted in Articles 16:02 to 16:04 inclusive, the Board shall grant a leave of absence, if requested, for the period of the term of office, to the Member who is elected to the office of President of the Bargaining Unit or to an elected position of the District or Provincial O.S.S.T.F., or to a Member seconded to Provincial O.S.S.T.F.

16:06 Subject to Article 45, Layoff & Recall, at the end of the period of the leave of absence the Member shall return to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position if it does not exist.

16:07 Subject to Article 16:08 and 16:09 leaves granted under this Article shall be without loss of salary/wages, benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the Member.

16:08 The Bargaining Unit shall reimburse the Board for the salary/wages of any replacement Member required by the granting of a leave under clause 16:02(a).

16:09 The Union shall reimburse the Board an amount equal to the salary for a member granted a leave under Article 16:05.

ARTICLE 17 – GRIEVANCE PROCEDURE

17:01 Intent and Definition of Grievances

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

17:02 Informal Stage

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

17:03 Step One

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

17:04 Step Two

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

17:05 Step Three

If the grievance is not deemed to be settled on the basis of the answer given in Step Two, the Union shall within seven (7) calendar days of the receipt of the answer given in Step Two, notify the Director of Education in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to the arbitration board. The Director of

Education or designate shall, within seven (7) days inform the Union of the Board's appointee to the arbitration board. The two appointees shall within fourteen (14) calendar days or such longer time as they may agree upon, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chair within the time limit, either the Union or the Board may request the appointment of a chair by the Ministry of Labour.

17:06 The arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties.

17:07 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chair governs. The decision of the arbitration board shall be final and binding and enforceable on the parties.

17:08 The arbitration board shall not have the power to change, modify, extend or amend the provisions of this agreement.

17:09 Each party shall bear the fee and/or expenses of its appointee to the arbitration board and any fees and/or expenses of the chair shall be borne equally by the parties. Each party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

17:10 The time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the parties. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the parties.

17:11 **Group Grievances**

Step Three Grievance Filed by Branch Affiliate or by the Board.

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

NOTE: The Branch Affiliate will notify the Director of Education. The Board will notify the President of the Branch Affiliate.

17:12 Group grievances may only be filed within fourteen (14) calendar days of either party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) calendar days after the event when the event could reasonably have been detected.

17:13 It is understood that the parties may mutually agree in writing to submit the grievance to a mutually agreed upon single arbitrator in Step Three rather than

an arbitration board. In the event the parties are unable to agree upon a single arbitrator having previously mutually agreed to proceed to a single arbitrator, the parties may request the Minister of Labour to make the appointment.

17:14 Grievance Mediation

- (a) At any stage in the grievance procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.
- (b) The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they are frozen.

ARTICLE 18 – PATERNAL LEAVE

18:01 For absence occasioned by the birth or adoption of a son or daughter, the Board shall grant, upon written request, a leave of absence without loss of salary for a period not exceeding one (1) day. Such request shall not unreasonably be denied. This leave shall not be deducted from the Member's sick leave credit account.

ARTICLE 19 – LEAVES GENERAL

19:01 The Board shall grant a paid leave of absence with no deduction from the Sick Leave Credit Account for the following reasons:

- (a) During such period that a Member is quarantined or otherwise prevented by order of the medical health authorities from attending upon a Member's duties because of exposure to any communicable disease.
- (b) During such period as a Member is serving as a juror, or subpoenaed as a witness in any proceedings where a Member is not a party and not charged with an offense.

ARTICLE 20 – INCLEMENT WEATHER

20:01 In the event that a school is closed as a result of inclement weather, the following provisions will apply to Members of the bargaining unit who work at that school:

- (a) School Closing Announced by 7:00 a.m.

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

- (b) School Closing During the Day

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

(c) Poor Road Conditions

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

20:02 If an employee is absent due to inclement weather, the employee must complete the Request under Absence and Leave Policy, have it reviewed by the Principal/Supervisor and submitted to the Executive Officer of Human Resources who will determine whether a leave will be granted. If granted, such leave will be without loss of salary or deduction from sick days.

ARTICLE 21 – PREGNANCY LEAVE

21:01 Upon application in writing, a Member who is pregnant and who has been employed by the Board at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence of at least seventeen (17) weeks.

21:02 The Board shall not terminate the employment of or lay off any Member while the Member is on a statutory pregnancy leave of absence under this Article.

21:03 (a) A Member may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

(b) The Member shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.

21:04 In the case of a Member who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the Member expected to give birth, Article 21:03 will not apply. The procedure will be as indicated in Article 21:05 which follows.

21:05 Within two (2) weeks of stopping work a Member described in Article 21:04, above must give the Board:

(a) written notice of the date the pregnancy leave began or is to begin; and

(b) a certificate from a legally qualified medical practitioner that:

i) in the case of a Member who elects to stop working because of complications caused by the pregnancy, states the Member is unable to perform the Member's duties because of complications caused by the pregnancy and states the expected birth date; or

- ii) in any other case, states the date of birth, still-birth or miscarriage and the date the Member was expected to give birth.

- 21:06 The pregnancy leave ends:
 - (a) the later of – six (6) weeks after birth, still-birth or miscarriage, seventeen (17) weeks after the leave began or;
 - (b) at an earlier date if the Member gives the Board at least four **(4)** weeks written notice of the date.

- 21:07 A Member who intends to resume employment on the expiration of the statutory leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position if it does not exist.

- 21:08 The Board shall continue to contribute its share towards the premium cost of the Member's employee benefits during the period of statutory pregnancy leave unless the Member gives the Board written notice that the Member does not intend to pay the Member's contributions.

- 21:09 (a) A Member granted a statutory pregnancy leave of absence shall be compensated by the Board under an E.I. approved Supplementary Employment Benefit (SEB) Plan, provided the Member:
 - i) is eligible for pregnancy leave benefits under E.I.;
 - ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.

- (b) This plan shall be subject to approval of E.I. and shall be contained as Appendix 1 of this Agreement.

- 21:10 In addition to the provision in clause 21:09, the Board shall provide a top-up benefit as a supplement to the employee's Employment Insurance benefits following the waiting period noted in clause 22:09 (Appendix 1) or when the waiting period began before the birth of the child, following the birth of the child, for the next six (6) weeks of the pregnancy leave without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of the employee's employment insurance benefits and one hundred percent (100%) of the employee's regular weekly earnings. **No** such supplementary payment shall be paid for any period during which no regular duties would have been performed. The employee will be required to submit information as determined by the Board in order to receive the top-up benefit. There shall be no deduction from the employee's sick leave account for this six (6) week period.

ARTICLE 22 – STATUTORY PARENTAL LEAVE

- 22:01 For the purpose of this article and Appendix 1, parents shall be defined as one of the following:
- (a) natural father or mother
 - (b) adoptive father or mother
 - (c) any person in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- 22:02 Upon application in writing, a Member who has been employed by the Board for at least thirteen (13) weeks and who is a parent of a child is entitled to a leave of absence without pay following:
- (a) the birth of the child; or
 - (b) the coming of the child into custody, care and control of a parent for the first time.
- 22:03 The Board shall not terminate the employment of or lay off any Member who is entitled to a statutory parental leave of absence under this Article.
- 22:04 The Parental Leave of a Member who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.
- 22:05 For persons not covered under Article 22:04, Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into custody, care and control of the parent for the first time.
- 22:06 The Member must give the Board at least two (2) weeks written notice of the date the leave is to begin.
- 22:07 If a Member wishes to change the date when a Parental Leave is scheduled to begin the Member must give written notice:
- (a) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or
 - (b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.
- 22:08 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board immediately.
- 22:09 The Parental Leave ends:
- (a) thirty-five (35) weeks after it begins if taken with a pregnancy leave; or
 - (b) thirty-seven (37) weeks after it begins if no pregnancy leave is

taken: or

- (c) at an earlier date if the Member gives the Board at least four (4) weeks written notice before the earlier date; or
- (d) to a later date if the Member gives the Board at least four (4) weeks written notice before the date the leave was to end provided the parental leave does not extend beyond either thirty-five (35) or thirty-seven (37) weeks as outlined above.

22:10 **A** Member who intends to resume employment on the expiration of the statutory parental leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position if it does not exist. Seniority continues to accrue during Parental Leave.

22:11 The Board shall continue to contribute its share towards the premium cost of the Member's employee benefits during the period of statutory Parental Leave up to a maximum of eighteen (18) weeks unless the Member gives the Board written notice that the Member does not intend to pay the Member's contributions.

ARTICLE 23 – EXTENDED PREGNANCY/PARENTAL LEAVE

23:01 The Board shall grant an extension to the pregnancy or parental leave as provided in Article 21 and Article 22 in accordance with the terms and conditions outlined in this Article.

23:02 The Member shall provide written notice to the Board at least two (2) weeks prior to the scheduled end of the leave indicating the start and end dates of the extended leave.

23:03 The total length of the pregnancy/parental leave and extension shall not exceed two years.

23:04 The Member may retain any insured benefits in which the Member was enrolled immediately prior to the leave. Premiums for coverage will be paid by the employee and the Board in accordance with Article 49, for up to one year's duration. An employee granted an adoptive leave or pregnancy leave in excess of one (1) year's duration and up to two (2) year's duration shall be allowed, subject to the terms of the insurance carrier(s), to maintain the employee benefits in Article 49 held immediately prior to the granting of the leave. The employee shall reimburse the Board for one hundred percent (100%) of the premiums for the period in excess of one (1) year's duration and up to two (2) year's duration.

23:05 **A** Member who intends to resume employment on the expiration of an extended leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position if it does not exist.

23:06 A Member who intends to resume employment earlier than the originally scheduled date of return, under this Article, shall advise the Board four (4) weeks prior to the requested date of return.

23:07 Reinstatement from extended Parental Leave under this Article shall be at the salary/wages that the Member would be earning had the Member worked during the period of the statutory pregnancy/parental leave (i.e. the Member will receive credit for salary purposes for the period of the statutory pregnancy/parental leave).

ARTICLE 24 – FAMILY CARE LEAVE

24:01 In the case of illness of a spouse or child which requires the employee's urgent personal attention, a leave will be granted up to two (2) days per year.

24:02 A member may request the extension of family care leave, to a maximum of three (3) additional days with pay, and with deduction of sick leave.

In order to be eligible for leave under this clause the following conditions must be met:

- an employee must first have used their personal day; and
- no replacement staff shall be required

24:03 A leave granted under 24:01, upon written request, shall be with pay and without deduction of sick days.

ARTICLE 25 – DEFERRED SALARY LEAVE PLAN

25:01 The Deferred Salary Leave Plan provides employees with the opportunity to take a leave of absence for a specified period of time and to finance the leave by means of salary deferral.

25:02 All permanent employees having three years service with the Board are eligible to participate in the Plan.

25:03 Applications for participation in the Plan should be made in writing to the Executive Officer of Human Resources on or before May 1 for commencement of the plan to begin the following school year, if for a leave in a school year, or on or before October 1 for commencement of the plan to begin in the following calendar year for a leave in a calendar year.

25:04 Approval of individual requests to participate in the plan rests solely with the Board.

25:05 In each year of the Plan preceding the year of leave, an employee will be paid a reduced percentage of salary. The remaining percentage, which shall not exceed 33 1/3% of the employee's annual salary, will be deferred and shall be retained by the Board to finance the year of leave.

- 25:06 The employee shall receive credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the employee's account shall be the current rate for the savings account at the Bank used by the Board, and be compounded and credited as per the bank's practice. A statement of the employee's account will be issued at the end of each year. Such a statement shall be made available upon request by the employee.
- 25:07 While an employee is participating in the deferral period any benefits tied to salary level shall be based on the salary the employee would have received had the employee not been participating in the Plan. During the leave year, however, no credit for increment shall be granted.
- 25:08 During the employee's leave of absence the Board shall continue to pay its share of premium costs for any benefits which the employee elects to maintain. The employee shall be responsible for remitting his/her share of applicable premium costs.
- 25:09 During the employee's leave of absence the employee shall be paid according to the method of payment outlined in Article 51.
- 25:10 Conditions of Leave
- (a) The leave may be for three (3) or more consecutive months up to a maximum of one year.
 - (b) The leave shall commence no later than six (6) years after the date of the first deferral of salary.
 - (c) An employee may not receive any compensation from the Board during the period of leave other than deferred salary plus accumulated interest.
 - (d) Deferred salary plus any accumulated interest shall be paid to the participating employee not later than the end of the first taxation year after the expiration of the six-year period notice in Article 25:10(b).
 - (e) An employee may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Upon acceptance of the reasons for withdrawal, the Board shall repay to the employee any monies accumulated, plus interest owed minus an administration fee of \$100.00 within sixty (60) days of receipt of the notice of the employee's wish to withdraw.
- (9) Sick leave credits shall not accumulate during the leave period.
- 25:11 Pension deductions (The Teachers' Pension Plan or OMERS), are to be continued as required by the appropriate legislation and policies during all years of participation. Employees are responsible for any other arrangements with The Teachers' Pension Plan Board or OMERS.

- 25:12 Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued, at the time of death shall be paid to the employee's designated beneficiary or alternately, to the employee's estate.
- 25:13 Employees participating in the Plan shall be required to sign an agreement with the Board setting out conditions of the Plan.
- 25:14 On return from leave an employee will be reinstated to the same position and work location held by the Member immediately prior to the commencement of the deferred salary leave of absence, if the position at that location still exists, or to a comparable position if it does not exist.
- 25:15 An employee returning from leave shall receive credit for seniority for the period of leave.
- 25:16 Replacement of Staff on Self-Funded Leave

Technical Positions Only

- (a) At least six (6) months prior to the date that the employee commences the leave, if the employee is to be replaced, the employee's position shall be posted in accordance with Article 34, Job Posting. All bargaining unit employees who submit a written application shall be given consideration for any position so advertised.
- (b) The Board shall provide necessary training to such replacement employee to maintain the required technological expertise, as would be received by the permanent member on leave.
- 25:17 The Board and the Bargaining Unit assume no responsibility for any consequences arising out of the implementation of the plan related to its effect on pension plan provisions or income tax implications. This plan must comply with current Revenue Canada regulations.

ARTICLE 26 – WSIB/LTD

- 26:01 A Member who is absent from work and is claiming Workplace Safety and Insurance Board (WSIB) or Long Term Disability (LTD) benefits on return to work shall retain their entitlement to be reinstated to the same position and work location held by the Member immediately prior to going on WSIB/LTD, if the position at that location still exists, or to a comparable position if it does not exist, up to a maximum of twenty-four (24) months.
- 26:02 At the end of the twenty-four (24) month period the member's position shall be declared vacant.
- 26:03 A Member who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article 45, Layoff and Recall.

26:04 The Union will be informed of the name of members returning to work from WSIB/LTD. Members have a right to have union representation present during any formal return to work meeting.

ARTICLE 27 – WSIB SUPPLEMENT

27:01 A Member who is receiving compensation under the Workplace Safety and Insurance Act as a result of a claim directly related to the Board shall be entitled to have the partial payment under the Workplace Safety and Insurance Act supplemented by the Board to provide payment of full earnings. The supplement paid to such Member shall be divided by the Member's daily rate of pay to determine the number of days absent with pay and the same number of days shall be deducted from the Member's Sick Leave Credit Account in accordance with Article 28. If the Member does not wish to have the payment under the Workplace Safety and Insurance Act supplemented as provided by this article, the Member must give written notice to the Executive Officer of Human Resources within fifteen (15) days after receiving notice that the Workplace Safety Insurance claim has been approved. It is understood that if adherence to this timeline results in the Member having been overpaid by the Board, that the Member shall be responsible for reimbursing the Board for the amount overpaid.

ARTICLE 28 – SICK LEAVE

28:01 The Board shall administer a sick leave plan and maintain a sick leave account for each employee who is a Member of the Bargaining Unit.

28:02 The Board shall maintain a record of each employee's credited and accumulated sick leave and shall inform the employee in writing on or about November 1 of each year as to the crediting and accumulation of the employee's sick leave.

28:03 All full-time employees will be credited sick days on September 1st each year as follows:

12 month employees – 24 days
modified employees – 20 days

28:04 Employees working half-time or more and less than full-time shall accumulate and receive sick leave on a pro rata basis.

28:05 All employees shall accumulate 100% of the unused portion of the allotted days per year to a maximum of 200 days for modified employees, 220 days for 12 month employees.

28:06 A newly-hired employee shall be entitled to transfer accumulated sick leave credits from a previous school board in Ontario to the employee's credit with the Board.

28:07 Effective January 1, 2000 employees who have an accumulated balance in excess of 200 or 220 days shall be frozen at their existing balances once the 1999 calendar balance has been calculated.

- 28:08 (a) The number of days of sick leave credit in a Member's sick leave credit account existing immediately prior to the signing of this agreement shall be transferred and credited to the Member's Sick Leave Credit Account under this Article.
- (b) A Member with a balance of more than 200 or 220 days in their account shall have no further credits above the maximum of 200 or 220 added to the account at the end of each year. Any unused balance at the end of the year from the yearly allotment of 20 or 24 days shall be lost.
- (c) if a Member uses sick days from the accumulated account which takes them below 200 or 220, they shall be able to rebuild the amount with credits each year to a maximum of 200 or 220.
- 28:09 To qualify for sick leave, a Member who is absent from duty for a period exceeding five (5) consecutive working days may be required to produce a certificate of illness from a qualified physician or licentiate of dental surgery. The cost of the medical certificate shall be paid by the Board.

ARTICLE 29 – RETIREMENT GRATUITIES

- 29:01 Pertaining to full-time members who have been continuously employed by the Guelph District Board of Education prior to January 1, 1969 and/or the Wellington County Board of Education between January 1, 1969 and September 30, 1972: Upon retirement to O.M.E.R.S. pension, the Board will pay a gratuity equal to 50% of the accumulated sick leave credits at the current salary, to a maximum of 200 days (i.e. the maximum payment is 100 days).
- 29:02 Pertaining to Members who were previously covered by the collective agreement between OSSTF, Office/Clerical and Technical bargaining unit and the Wellington County Board of Education prior to the date of ratification of this collective agreement:
- Upon retirement to O.M.E.R.S. pension, the Board will pay a gratuity equal to 50% of the accumulated sick leave credits, at current salary, to a maximum of eighty (80) days (i.e. the maximum payment is forty (40) days).
- 29:03 Pertaining to Members who were previously employed by the Dufferin County Board of Education and continuously on staff as of September 1, 1978:
- When an Employee having more than ten (10) years continuous service retires or severs their connection with the Board, except upon discharge for just cause, there shall be paid to the Employee or the employee's estate an amount equal to fifty percent (50%) of the value of the credits in the employee's accumulated sick leave. For those employees with over five (5), but less than ten (10) years of continuous service, settlement shall be on a pro-rata basis, e.g. for six and one half (6-1/2) years service, credit = 6.5 of 50% of accumulated sick leave days.
- With respect to the aforementioned gratuity, effective January 1, 1984, the maximum gratuity payable at any time will be that gratuity that a secretarial/clerical employee covered by this Agreement would have been paid had they retired or severed their connection with the Board on December 31,

1983, provided that the employee qualified for a gratuity, at least five (5) years of employment with the Board, i.e. hired prior to January 1, 1979.

Further, a secretarial/clerical Employee on severance or retirement whose accumulated sick leave is less than that at December 31, 1983 will have their gratuity recalculated using the revised accumulated sick leave credit and the years of service and salary as of December 31, 1983.

- 29:04 An employee shall have the right to accept the gratuity under Article 29:03 or retain the accumulated sick leave credits for transfer to another employing school board.
- 29:05 An employee who has elected to work part-time shall be entitled to a pro-rated gratuity based on the proportion of time the employee works relative to full-time employment.
- 29:06 The Board agrees to pay the gratuity in the next calendar year, if the employee so requests.

ARTICLE 30 – MEDICAL EXAMINATIONS/REPORTS

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

ARTICLE 31 – EMPLOYMENT INSURANCE REDUCTION

- 31:01 The Board shall forward to the Branch Affiliate, on or before February 1st and on or before June 29th of each year, the Federal Employment Insurance Premium Reduction Rebates to which the Branch Affiliate Members are entitled.

ARTICLE 32 – TRANSFERS

- 32:01 (a) A member wishing to apply for a transfer to an equivalent position within the same job classification at another work location shall send an application for transfer letter to the Human Resources Department, with a copy to the Union, by May 1st each year, for consideration for transfer to a vacancy which occurs

between May 1st and the following April 30th. Such letter shall include the following information:

- i) the position the employee presently holds;
 - ii) the specific location or a geographical area to which the member would like to be transferred, in order of preference with a maximum of three (3) possible transfer locations.
- (b) When a permanent position is to be filled the following process shall be used in order:
- i) transfer of the employee who has submitted a transfer letter in order of seniority, from most senior to least senior, subject to the approval of the Executive Officer of Human Resources.
 - ii) Unless a transfer request has been withdrawn prior to a position becoming available, the employee must accept the transfer, if offered. This provision may be waived at the Board's discretion.
 - iii) posting the position as per Article 34, Job Postings

If there is no request for transfer on file, the Board shall post the position as outlined in Article 34, Job Postings.

ARTICLE 33 – JOB EXCHANGE PROGRAM

- 33:01 The Board shall provide the opportunity to Members to participate in a job exchange program in accordance with the terms and conditions outlined in this Article.
- 33:02 The job exchange program shall include the opportunity for two permanent bargaining unit Members to exchange positions for which they are qualified for a period of not less than six months and not to exceed one school year.
- 33:03 Written application by the two Members requesting a job exchange assignment shall be submitted to the Member's immediate supervisor(s) with a copy to the Executive Officer of Human Resources, not later than five (5) months prior to the requested start date of the assignment. The application shall indicate:
- (a) the names of the Members wishing to exchange positions
 - (b) the present positions held
 - (c) the two positions involved in the exchange
 - (d) the start and end date of the period of exchange.
- 33:04 The Board shall notify the Members and the President of the Bargaining Unit within two (2) months of the date of application whether or not the Members have been granted the job exchange requested. Approval of the exchange shall be at the sole discretion of the Board.

33:05 Members participating in the job exchange program shall continue to receive the rate of pay for their permanent position for the duration of the exchange.

ARTICLE 34 – JOB POSTINGS

34:01 When the Board has determined that a permanent position is to be filled, or a new permanent position is created in the bargaining unit, the Board will, within fifteen (15) working days of the expected vacancy, unless otherwise agreed to by the Union:

- i) offer the position, subject to Article 45 Layoff and Recall, to those on the Recall list; if there is no one on Layoff with the ability and qualifications to fill the position, then;
- ii) consider requests for transfer on file as outlined in Article 32, Transfers.

34:02 If the position is not filled as outlined in Article 34:01, the position will be posted electronically on the Board's e-mail system and on the Board's web site for a minimum of four (4) working days. The Board will post the position within fifteen (15) working days following completion of 34:01 unless otherwise agreed to by the Union. The posting period will commence prior to a weekend and shall close at the end of normal business hours on a working day following the weekend.

34:03 The Board will hold interviews within fifteen (15) working days, unless otherwise agreed by the union, from the closing date of the posting. Natural school break periods (Christmas, March break and summer) shall not be included in the counting of the fifteen (15) days.

34:04 (a) Interviews of those qualified permanent/probationary employees who apply for the position will be held before said positions are filled. Where no qualified permanent/probationary employee is appointed to the position, qualified casual employees who are on the Board's approved casual list who have applied for the position shall then be interviewed as per this article provided that the casual employee notes on their application that they are currently on the casual list. The Board reserves the right to short-list applicants on the basis of their qualifications as determined from the candidate's application.

(b) Job postings shall be open to Members on the Recall List.

34:05 Written notice of all vacancies and postings will be provided to the President of the Bargaining Unit.

34:06 In making promotions, or filling vacancies, the qualifications and ability of the employees concerned shall be considered and where such qualifications and ability are equal, seniority shall be the determining factor.

34:07 If a grievance is filed pertaining to a job posting decision and such decision is subsequently reversed, employees who have been promoted or transferred as a result, will be returned to their former positions.

- 34:08 During the summer months, all vacant bargaining unit positions shall be available on the Board's e-mail system and on the Board's web site.
- 34:09 i) A vacancy shall be open to bargaining unit members who hold a permanent or probationary position, unless otherwise stated in this agreement.
- ii) if there are no qualified permanent/probationary employees, the Board shall consider applications from casual employees.
- iii) if there are no qualified applicants from permanent or casual employees, and no qualified members on the recall list, the Board may fill the vacancy from outside the Bargaining Unit.
- 34:10 All temporary vacancies of more than ten (10) weeks shall be posted as outlined above.
- 34:11 Permanent employees may apply for temporary vacancies, and shall be returned to their original position at the end of the temporary period. Such return shall be without any loss of any right that would have occurred if they had remained in their permanent position.
- 34:12 When an employee has been on Long Term Disability for a period of two (2) years and the physician's report indicates that the employee is still unable to work, the position shall be declared vacant and follow the procedure outlined in this article.
- 34:13 The Board shall notify the Union in writing of the name(s) of the successful applicant(s) to posted vacancies within seven (7) working days following the Human Resources Department receiving written notification of the name of the successful applicant.
- 34:14 Within ten (10) working days following the interviews being held and a successful applicant chosen, the successful applicant shall be notified, unless otherwise agreed to by the Board and the Union.
- 34:15 The Board shall transfer the successful applicant within twenty-five (25) days of the appointment unless otherwise mutually agreed upon by the Board and the President of the Bargaining Unit. This clause does not apply to appointments made under clause 25:16 (Replacement of staff on Self-Funded Leave).
- 34:16 All employees who have been interviewed for the position shall be informed, if the employee was successful or unsuccessful in the application.
- 34:17 The Board shall not hire from outside the bargaining unit to fill permanent vacancies until first following the procedure outlined in 34:01, 34:02 and 34:08.

ARTICLE 35 – TEMPORARY POSITIONS OUTSIDE THE BARGAINING UNIT

- 35:01 (a) Where a member of the bargaining unit successfully applies for a temporary vacant position or a term/task position outside the Bargaining Unit, the Board

shall notify the Union of the employee's name and the date that the employee will commence duties in the new position. Such position shall be for a maximum of eighteen (18) months. The term of such position may be extended by mutual agreement of the Parties.

- (b) A Member of the Bargaining Unit who accepts a temporary term/task position shall have the right of return to her/his former position within the Bargaining Unit, if it still exists. If it does not, the Member will be subject to Article 45 Lay-Off and Recall. Such Member shall continue to accumulate seniority during such period.
- (c) While in such position, the Member will be required to continue to pay Union dues during the term of the position.
- (d) Where a Member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, he/she shall not have a right of return to a Bargaining Unit position unless the Member is successful in applying for a position in the Bargaining Unit.

ARTICLE 36 – JOB EVALUATION AND RE-EVALUATION

36:01 When the Board creates a new position, the Board shall:

- i) establish the salary using the major responsibilities as a guide to appropriate placement
- ii) provide the Bargaining Unit with a summary of major responsibilities
- iii) advise the Bargaining Unit of the assigned salary

After one (1) year of the incumbent being in the new position, the position shall be reviewed jointly by the parties using the agreed to evaluation plan. The position may be reviewed earlier if mutually agreed by the Board and the Bargaining Unit.

ARTICLE 37 – JOB PERFORMANCE APPRAISALS

37:01 Performance appraisal is a process which includes the systematic supervision, formal evaluation, and planned professional growth of the individual.

37:02 A Member is entitled to be notified twenty-four (24) hours prior to a meeting with the Principal/Supervisor that the Member is to be put on review for unsatisfactory job performance. The Board shall inform the Member and the President of the Bargaining Unit, twenty-four (24) hours prior to the day of the meeting, of the Member's right to have the Bargaining Unit President or designate present at such meeting. At the Member's discretion, the Member shall be accompanied at the meeting by the Bargaining Unit President or designate.

37:03 The summative evaluation report shall be made in writing.

37:04 The employee shall be given an opportunity to initial or sign the final evaluation report and add comments if the employee desires. This opportunity shall occur before anyone other than the employee, the evaluator and their advisors see the final evaluation report.

ARTICLE 38 – HOURS OF WORK

38:01 (a) The normal work week for a full time employee will be thirty-five (35) hours per week consisting of five (5) consecutive days, Monday to Friday of seven (7) hours each. Normal work hours shall fall between 8:00 a.m. and 5:00 p.m.

(b) The normal work week for a half-time employee will be, on average, 17.5 hours per week worked either in full days or half days scheduled between the hours of 8:00 a.m. and 5:00 p.m.

(c) Scheduling of hours for an employee shall be arranged to allow the employee who holds two (2) half-day positions to work in two (2) different locations.

38:02 The parties recognize that some flexibility in starting, stopping and lunch break times may be necessary in work locations in order to provide a continuing service. This flexibility will be based on the seven (7) hour day and thirty-five (35) hour week as stated in 38:01. The scheduling of such flexible hours shall be by the supervisor, in consultation with the employee.

38:03 (a) Each employee shall be entitled to a one (1) hour unpaid lunch break which shall be scheduled as close as possible to the midpoint of the employee's work day.

(b) There shall be two (2) fifteen (15) minute paid break periods taken during the day. The first break period shall be taken between the hours of 8:00 a.m. – 12:00 p.m. and the second break period shall be taken between the hours of 1:00 p.m. – 5:00 p.m.

38:04 All modified full-time employees shall work five (5) working days prior to students officially commencing school as per the Ministry approved school year calendar. The Principal, following consultation with the Executive Officer of Human Resources, may approve up to five (5) additional working days after school closing for each secretary.

38:05 All modified part-time employees shall work their normal proportion of the five (5) working days prior to students officially commencing school as per the Ministry approved school year calendar. The Principal, following consultation with the Executive Officer of Human Resources, may approve up to the normal proportion of five (5) additional working days after school closing for each secretary.

38:06 (a) A flexible hours work week for employees covered by this collective agreement may be approved during the March Break and the summer period from the day the school year ends to the day the school year begins. Under this plan employees, in consultation with their supervisor, shall be able to select their hours of work as follows:

- i) four (4) days of seven and one-half (7 ½) hours each to be completed between 8:00 a.m. and 5:00 p.m. (Lunch period may be either one (1) hour or one half (1/2) hour with quitting time adjusted accordingly). This would allow a choice of either Monday or Friday off.
 - ii) Five (5) days of six (6) hours each to be completed between 8:00 a.m. and 5:00 p.m. with the option of the following: one half (1/2) hour lunch, one (1) hour lunch or one and one half (1 ½) hour lunch.
- (b) During this time period, it shall be an employee's choice as follows:
 - i) work flexible hours (reduce their work week to 30 hours and be paid for 30 hours)
 - ii) maintain their normal 35 hours per week.

ARTICLE 39 – OVERTIME

39:01 When deemed necessary, and authorized in advance by the immediate supervisor, an employee shall be paid for overtime as follows:

- i) at the rate of one and one half (1-1/2) times the regular hourly pay for hours worked beyond thirty-five (35) hours in any one (1) week or all hours worked on a Saturday.
- ii) Hours worked on Sunday or statutory holidays will be paid at double time the regular hourly rate of pay. It is understood that working on Sundays will only apply in emergency situations defined by the Board.

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

39:02 An employee shall be given an opportunity to accumulate hours at the given rates in Article 39:01 for any time worked. These hours may be taken in lieu time, reflecting the appropriate premium rate, at a time mutually agreed upon between the employee and the immediate supervisor.

39:03 Any overtime hours still owing to an employee as of August 31st will be paid in full no later than the last pay period in the following September provided that the request for payment is received by the Human Resources Department by September 7th.

ARTICLE 40 – RECOGNIZED PAID HOLIDAYS

40:01 The Board shall grant to each member the following recognized holidays:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day

Victoria Day
Canada Day*
Labour Day
Family Day***

Boxing Day
August Civic Holiday*
Four (4) Floater Holidays**

In order to be paid for a floater holiday, the floater holiday must occur on the day of the week on which the employee would normally work. Part-time employees may schedule a paid vacation day on a floater holiday when it occurs on a day of the week for which the employee would not normally work provided the employee has sufficient accumulated vacation credits.

* Twelve (12) month employees only entitled to this day. However, a ten (10) month employee who works his or her scheduled regular day of work preceding and his or her scheduled regular day of work following a public holiday shall be entitled to such payment.

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

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

40:02 If any of the recognized paid holidays falls on a Saturday or Sunday, and if it is decreed by the Federal, Provincial or Municipal Government that such holiday shall be observed on another date, then that other date shall be treated as the recognized paid holiday in accordance with the provisions of this Article. If any of the recognized paid holidays falls on a Saturday or Sunday and no other day is proclaimed in lieu thereof, then the Board shall substitute for that holiday either the working day immediately preceding or following the holiday and such day shall be considered as the recognized paid holiday under this Article.

40:03 Employees shall not qualify for payment for recognized paid holidays if the employee fails to work his or her scheduled regular day of work preceding or his or her scheduled regular day of work following a recognized paid holiday or unless the employee is on authorized vacation or authorized sick leave during this period.

ARTICLE 41 – PAID VACATIONS

41:01 Service means years of active service with the Upper Grand District School Board or one of its predecessor Boards.

41:02 Employees, in consultation with the supervisor, shall request their vacation times.

41:03 (a) Twelve month employees may request to take vacation at other than the summer, Christmas or winter breaks.

- (b) Christmas holidays and mid-winter break are part of the above allotted vacation periods for all modified full-time and modified-part-time employees. If an employee does not have sufficient years of service to qualify for payment for the full vacation period, any excess will be taken as time off without pay.
- (c) In addition to Christmas and mid-winter break periods, modified full-time and modified part-time employees may take any additional vacation during the school year, subject to the approval of their immediate supervisor and provided that no replacement employee is required.
- (d) Any additional vacation entitlement that is not used for modified full time and modified part time employees' will be paid on the first pay in June in the school year in which the employee has earned the vacation.

41:04 **All** vacations are to be used by June 30" of the year following the year in which the vacation credits are earned. An employee may request to have any vacation allotment beyond two (2) weeks carried over for use the following year. Such request must be in writing and is subject to the approval of the supervisor and the Executive Officer of Human Resources.

41:05 For twelve month employees if a paid holiday occurs during an employee's vacation, a day in lieu of that holiday will be given either with the employee's vacation or at a time mutually agreed upon.

41:06 Modified full-time and part-time employees will be paid for paid holidays which occur during the employee's vacation period and such paid holidays will not be deducted from the employee's vacation credits.

41:07 On termination of employment, the Board shall pay any outstanding vacation entitlement.

41:08 Vacation Entitlement:

Twelve (12) Month and Modified Full and Part-time Employees

Service as of June 30 of the Vacation Year

- (a) Less than 1 year..... 1 day/month to a maximum of 10
 1 year but less than 3 years..... 2 weeks (10 days)
 3 years but less than 10 years..... 3 weeks (15 days)
 10 years but less than 18 years..... 4 weeks (20 days)
 18 years but less than 25 years.....5 weeks (25 days)
 25 years or more.....6 weeks (30 days)

- (b) If an employee's anniversary date entitling the employee to vacation in accordance with Article 41:08(a) falls after the 30th of June, the employee will not be required to wait a year before being entitled to the extra week vacation, but will receive vacation on this basis:

<u>Anniversary Date Falls In</u>	<u>Extra Days to be Added To Current Entitlement as of June 30th</u>
i) July, August, September	5 days
ii) October, November, December	4 days
iii) January, February, March	3 days
iv) April, May, June	2 days

Example: an employee who now gets three (3) weeks vacation and whose anniversary date for four (4) weeks vacation falls in October, would be entitled to three (3) weeks and four (4) days total vacation.

41:09 Vacation credits will be pro-rated for part-time employees.

41:10 If a Member is hospitalized for reasons of illness or injury and such hospitalization is certified by a medical physician or licentiate of dental surgery and the period of hospitalization is for more than four consecutive days during the Member's vacation period, the Member may request in writing to the Executive Officer of Human Resources, to substitute sick leave credits, for the equivalent number of days vacation. The vacation days shall be credited to the member for use at a future vacation period for twelve (12) month employees or paid out in accordance with clause 41:03 d) for modified employees. The onus shall be on the Member to provide any necessary information or documentation required to support the request.

41:11 In the event of death of a family member listed in clause 13:02 which occurs during a member's scheduled vacation time, the member may request in writing to the Executive Officer of Human Resources, consideration to replace vacation time lost as a result of eligible bereavement days. Such request shall not be unreasonably withheld. The onus shall be on the member to provide any necessary information or documentation required to support the request. Any vacation time replaced shall be credited to the member for use for the employee's next scheduled vacation (12 month employees) or shall be paid out in the first pay in June in that school year (10 month employees).

ARTICLE 42 –ALLOWANCES

42:01 Employees who use their vehicles in the normal course of carrying out the Board's business, shall be reimbursed in accordance with Board policy. The exception to this shall be employees who have been hired and or placed at two or more separate locations. Such employees shall not be eligible for this allowance while travelling between work locations.

42:02 Safety Footwear

Effective day following ratification of the collective agreement:

For staff which the Board directs to wear approved CSA green patch safety footwear, the Board will reimburse up to a maximum of one hundred and thirty-five dollars (\$135.00) per year upon receipt of proof of purchase. It is understood that safety footwear is provided for purposes of employment and is not to be used for other purposes.

ARTICLE 43 – HEALTH & SAFETY

- 43:01 The Board agrees to provide safe and healthful conditions of work for its employees and to carry out all of its duties and obligations under the Occupational Health & Safety Act and its regulations. It is understood that a perceived violation of the Occupational Health & Safety Act is not grievable.
- 43:02 The Union agrees to assist the Board in maintaining proper observation of all health and safety rules.
- 43:03 One representative appointed by the Bargaining Unit Executive shall serve on the Board's Joint Health and Safety Committee.
- 43:04 It is the responsibility of the Member to report to the Member's immediate supervisor any equipment or process which is, in the opinion of the Member, unsafe or hazardous or any condition which is unhealthy. If any difference of opinion exists between the Member and the Member's immediate supervisor, the Member may refer the matter to the Union representative of the Joint Health and Safety Committee. The Union representative shall contact the Health and Safety/Disability Manager who shall ensure that all necessary actions are taken to address the concern of the Member.
- 43:05 All reported incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee.
- 43:06 The Board agrees that, in cases where the Board identifies, following consultation with the employee(s), a risk of violence to staff, the Board shall establish and maintain measures and procedures to reduce the likelihood of violent incidents. These measures could include, but are not limited to:
- (a) providing additional training to staff to deal with the situation;
 - (b) reallocation of resources to provide assistance when possibility of violence is identified.
- 43:07 Employees are required to practice universal precautions in the handling and disposal of blood and body fluids. The Board shall inform employees of such practices by providing a copy of the description of universal precautions to each work place and requesting the supervisor to so advise employees it is available.

ARTICLE 44 – SENIORITY

- 44:01 Seniority is defined as the length of continuous service an employee is employed by the Upper Grand District School Board or its predecessor Boards. An employee's seniority date shall be established as the most recent date of hire with the Board. Seniority for employees hired to Bargaining Unit positions on or after January 1, 1999 shall be defined as the length of continuous service in the Bargaining Unit from last date of hire to a position in the Bargaining Unit.

- 44:02** Employees employed on a part-time basis shall accumulate seniority on a full-time basis for seniority purposes.
- 44:03** For the purposes of vacation allotment, service shall be determined on the basis of the number of years in the employ of the Board.
- 44:04** Employees who are on pregnancy leave or parental leave will continue to accrue seniority during the period of the statutory pregnancy or parental leave.
- 44:05** A seniority list shall be prepared by the Board, effective November **30**, with a copy to the Bargaining Unit President by December **30**.
- 44:06** By January 15 of each year the Board shall post a copy of the up-to-date seniority list electronically in First Class. The Board shall notify all members via First Class that the seniority list has been posted.
- 44:07**
- i) Any question as to the accuracy of the seniority list must be submitted by the employee to the Executive Officer of Human Resources within forty five **(45)** working days of the posting of the list. Any inaccuracies shall be corrected within forty-five **(45)** working days and the list will be deemed correct. If there have been no submissions within the forty-five **(45)** day timeframe, the list will be deemed correct.
 - ii) An employee whose name appears on the seniority list for the first time shall have up to forty-five **(45)** days following posting of the list to notify the Executive Officer of Human Resources if the employee believes their seniority date is incorrect. The Board will review employee submissions which were received within the forty-five **(45)** day timeframe and will make any required corrections and post an amended list (if necessary). Employee submissions received after forty-five **(45)** days following the posting of the seniority list on which their name first appeared will not be considered.
- 44:08** The seniority list shall be arranged in order from the most senior to the most junior, including name and seniority date. In the event that the list is to be used for the purposes of layoff or recall, employees' job classifications shall be added to the list.
- 44:09** In compiling the seniority list, all ties shall be broken based on the following criteria in order:
- (a) total experience in the Bargaining Unit;
 - (b) total experience with the Board using actual time worked;
 - (c) total experience in the current job function with the Board;
 - (d) by lot in a manner to be determined by the Board and the Bargaining Unit.
- 44:10** Loss of seniority shall be for the following reasons:
- (a) dismissal not reversed through grievance and/or arbitration
 - (b) voluntary resignation

- (c) retirement
- (d) off work due to lay-off for more than thirty **(30)** months
- (e) an employee fails to report for duty following the completion of an approved leave of absence
- (9)** when accepting a permanent position outside the bargaining unit.

44:11 An employee who is absent from work due to illness, accident or authorized leave shall continue to accumulate seniority during the period of such absence.

ARTICLE 45 – LAYOFF AND RECALL

45:01 A lay-off shall be defined as the elimination of a position, or a reduction in hours or pay of a position.

45:02 A Member who is to be laid-off shall be given appropriate notice in accordance with the Employment Standards Act.

45:03 The following layoff procedure shall be used for placement of permanent and probationary employees who are declared surplus or have their hours or pay reduced as per **45:01**, or who have been displaced under the provisions of this article.

(a) The Board shall identify those positions to be eliminated as a result of a decision to layoff, make a position redundant, or close a school or department.

(b) Members occupying eliminated positions shall be declared surplus.

45:04 The full-time equivalent number of members as were declared surplus in Article **45:03(b)** shall be declared redundant on the basis of date of hire for probationary Members beginning with the most recent date of hire and seniority for permanent members beginning with the least senior. Such Members shall be placed on the Temporary Redundancy List.

45:05 The Board shall identify all vacancies by grade level, including those created by placing the least senior Members on the Temporary Redundancy List.

45:06 The process shall be followed in order of seniority, beginning with the most senior employee affected first. Each surplus Member who is not on the Temporary Redundancy List shall be placed into a vacant position in the Member's job category provided the surplus Member has the ability and qualifications for the position. Such employees shall be placed in an available equivalent job vacancy if within forty **(40)** km. of their present work location. Failing that the employee shall have the following options in order:

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

(b) accept the reduction in hours and remain in the position, if the position still exists; or

- (c) displace another employee or employees in accordance with the following process, provided that the employee has the ability and qualifications required for the position. It is understood that the surplus employee may bump more than one employee if necessary in order to equal the time entitlement of the surplus employee;
- i) displace the least senior employee(s) in the same job category within sixty (60) km of their present work location; then,
 - ii) displace the least senior employee(s) in the same job category more than sixty (60) km of their present work location; or,
 - iii) displace the least senior employee(s) in the next lowest job category within sixty (60) km of their present work location; then
 - iv) displace the least senior employee(s) in the next lowest job category more than sixty (60) km of their present work location.
 - v) Failing the above, the surplus Member is added to the Temporary Redundancy List.

45:07 All remaining vacancies shall be posted according to Article 34 – Job Posting. Postings shall be open to all permanent and probationary Members including Members on the Temporary Redundancy List.

45:08 All Members remaining on the Temporary Redundancy List after all vacancies have been filled shall be notified in writing by the Board and identified as a Member scheduled for layoff.

45:09 If a Member employed part-time displaces a full-time Member under these procedures, the part-time employee will be required to remain at their previous time allocation and to share the assignment with another Member.

45:10 For the purpose of the displacement procedure, the Member is entitled, wherever possible, to the full time or part time status the member held prior to displacement.

45:11 Through a displacement process, a Member may voluntarily elect to accept, on a permanent basis, a vacant position that is less than their status (full-time/part-time; 12 month/modified) prior to displacement. The Board's obligation to the Member shall have been met.

45:12 Employees who bump to a position with less pay shall have their existing weekly salary red-circled for the lesser of: a period of six (6) months; or until the rate of pay for the position catches up or supercedes that which the employee is presently receiving. After this time, the employee's salary will no longer be red-circled.

45:13 Employees laid off shall be placed on the recall list in order of seniority. An employee on lay-off shall be subject to recall for thirty (30) months from the date of lay-off and will continue to accumulate seniority. A member on the recall list

who has accepted a temporary position will not have their recall period affected, however, the recall period will not be extended.

- 45:14 The Employer agrees that employees will be entitled to recall in order of greatest seniority within the bargaining unit, provided the individuals have the ability and qualifications to fill the positions for which they are recalled.
- 45:15 An employee shall have the right to refuse an offer of recall if it is not to a location within forty (40) km of their last work location prior to being laid-off, and/or it is not of equivalent hours and job category from which they were laid-off. The employee shall not forfeit any rights of recall under this article for such refusal.
- 45:16 Employees who have changed positions under this Article shall have the right to reinstatement in their former position, if such becomes available within six (6) months from the date of accepting the new position in order of seniority. The employee shall be reinstated at the salary step that would have been attained had there been no change in positions.
- 45:17 When a position becomes available, the Board shall attempt to contact the employee being recalled by telephone, and shall offer the position by registered mail.
- 45:18 An employee who is recalled to work must signify intent to return within four (4) working days after mailing by registered mail of the recall notice or within two (2) days after the notification is received by telephone and must return on the date specified or give a reason acceptable to the Executive Officer of Human Resources why this is not possible and must return to work within ten (10) working days from the date notification of recall is received. The Board shall have no further obligation to the Member under this Collective Agreement if the Member recalled to work fails to comply with the provisions of this clause.
- 45:19 No new employee shall be hired for a position unless those remaining employees who have been laid off within the previous thirty (30) months who have the qualifications and ability required for the position have been offered the position.
- 45:20 All employees eligible for recall shall file with the Board and the Bargaining Unit their most recent address and telephone number.
- 45:21 The Board agrees to compile a supply list of employees on the recall list, including employee name, address and telephone number for distribution to the schools and Board offices. First consideration will be given to employees on this list for the filling of temporary assignments of greater than one week's duration.
- 45:22 A Member on layoff placed in a temporary position, half-time or more, for a period of six (6) continuous months or more may, upon written request, elect to reinstate their previous benefit coverage including sick days during this time period. The Board shall continue its share of the premium costs for the Member's benefits during this time period. School break periods do not constitute an interruption in the calculation of continuous months.

- 45:23 The Board agrees to review the declaration of surplus with the Bargaining Unit prior to initiating bumping or recall procedures.
- 45:24 During the period a Member is on recall, they may continue Extended Health Care and Dental coverage by paying the full premium cost,
- 45:25 The Board shall continue to provide EAP Services during the period a Member is on recall.

ARTICLE 46 – CO-OP STUDENTS

- 46:01 Should a strike or lock out involving employees occur, co-op students shall be immediately removed from workplace where employees perform their job functions.
- 46:02 A list of business and technical co-op students and their placements within the Upper Grand District School Board will be available upon request of the President of the Bargaining Unit a maximum of two (2) times per year. .
- 46:03 If at any time, there is a disagreement about the Work Placement Program or a co-op student's activities while in the workplace, the Bargaining Unit President will contact the Executive Officer of Human Resources to convene a meeting within fourteen (14) calendar days with representatives from the Bargaining Unit, work site and appropriate administrative staff in order to attempt to alleviate the problem.
- 46:04 Employees shall not have their hours of work reduced owing to the use of Co-op students in that worksite.
- 46:05 No employee shall be laid off nor shall the Board refuse to recall a laid-off employee owing to the use of a Co-op student in that position.
- 46:06 The Board shall not refuse to fill a vacancy owing to the use of a Co-op student in that position.

ARTICLE 47 –VOLUNTEERS

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

47:05 No volunteer shall have access to any information covered by the Freedom of Information and Protection of Privacy Act unless such access has been authorized by the Principal, following discussion with the secretary, and that such information is required by the volunteer for the purpose of assisting office staff.

ARTICLE 48 – PENSION PLAN

48:01 Subject to clause 48:02 (a), the Ontario Municipal Employee's Retirement System (O.M.E.R.S.) shall be the recognized Pension Plan for Members of this bargaining unit.

48:02 Effective November 8, 2006, it is the responsibility of the employee to notify the Board if the employee is a certified teacher at the time of hire or becomes a certified teacher at any time during the employee's employment with the Board. Failure of the employee to properly notify the Board will not subject the Board to liability for failure to direct pension contributions to T.P.P.

48:03 All employees on staff prior to March 5, 2002 working less than full time, shall be given the option of joining the O.M.E.R.S. Basic Pension Plan or the Ontario Teacher's Pension Plan as appropriate.

48:04 New employees hired on or after March 5, 2002 shall as a condition of employment be enrolled on O.M.E.R.S. or T.P.P..

48:05 The Board shall make the appropriate deductions from the Member's pay and submit to O.M.E.R.S. or T.P.P., as the case may be, the necessary Member and Board pension contributions as required.

ARTICLE 49 – INSURED EMPLOYEE BENEFITS

49:01 The benefits carrier shall be determined by the Board in consultation with the Bargaining Unit.

49:02 (a) The Board will pay one hundred percent (100%) of the premium costs of the benefits listed in Article 49:02 (b), with the exception of dental for which the Board shall pay ninety percent (90%) of the premium costs, for all **full** time employees, and permanent part-time employees working on average 17.5 hours per week or more.

(b) Extended Health, Group Life, and Dental

- i) Extended Health, \$0.35 Drug Plan, Vision Care (effective January 1, 2007, \$250.00 every two (2) years), Hearing Care Plan (\$300.00 every four (4) years) Professional services of a physician for treatment in Canada (where this coverage is permitted by law) based on reasonable and customary charges for the area in which the treatment is rendered.
- ii) Private Hospital Room

- iii) Group Life Insurance (with A.D.&D.), greater of \$25,000 or two (2) times salary to a maximum of \$600,000.00, plus optional dependent coverage.
- iv) Dental plan with benefits based on the previous year's Ontario Dental Association Fee Schedule.
Major Restorative – reimbursed at 50%, including dentures, onlays, crowns, bridgework and repairs to onlays, crowns and bridgework. (limitations include “least cost course of treatment” and “missing tooth exclusion”).
Orthodontic Treatment - reimbursement 50% to \$1000 maximum for each completed course of orthodontic treatment.

- 49:03 (a) It shall be a mandatory condition of employment that all new employees half-time or more participate in the Extended Health and Dental Plan and the Group Life Insurance Plan. Employees who have Extended Health and Dental Plan coverage through the employee's spouse may be exempted from participating in the Board's Extended Health and Dental Plans.
- (b) The benefit package will be made available to all employees working less than half (1/2) time with the full premium for each benefit being paid by the employee. In the event that a former Dufferin part-time employee working less than half-time is carrying benefits as of November 18, 1999, the current cost sharing ratio will be maintained until the employee resigns or retires.

49:04 Long Term Disability Insurance Plan

- (a) For all employees working half-time or more, the Board will make available and administer a group Long Term Disability Insurance Plan providing a benefit of sixty percent (60%) less contributions of the employee's basic wage rate with provision for escalation when wage rates are changed. Employees are responsible for paying the full premium cost for Long Term Disability Coverage.
- (b) It shall be a mandatory condition of employment that all employees working half-time or more participate in the Long Term Disability Insurance Plan as long as the member would not be disqualified from receiving LTD benefits by the carrier by virtue of the member's eligibility to retire pursuant to the LTD contract with the carrier. It is the responsibility of the employee to notify the Human Resources Department if the employee wishes to opt out of LTD coverage as noted above. Notwithstanding the above, employees who have submitted in writing their request for retirement with a confirmed retirement date, shall be allowed to opt out of the LTD plan when they are within 120 calendar days of their retirement date (for 12 month employees) or 80 working days of their retirement date (for modified employees) provided the employee qualifies for an unreduced pension.
- (c) Subject to the approval of the carrier of the Long Term Disability Insurance Plan, an employee who is on leave of absence from the Board and becomes disabled shall receive benefits based on:

- i) in the case of an employee on an unpaid leave of absence, the salary the employee was receiving immediately prior to taking the leave, and
 - ii) in the case of an employee on paid leave of absence, or a self-funded leave of absence, the salary the employee would be entitled to (as at the date of disability) if the employee had been continuously at work.
- (d) Employees receiving benefits under the Long Term Disability Insurance Plan will have their Employee Benefits premiums paid for by the Upper Grand District School Board during the period they are receiving benefits under the Long Term Disability Insurance Plan.
- (e) Providing the employee has completed the required documentation and subject to the approval of the carrier of the Long Term Disability Insurance Plan, benefits are to begin after a qualifying period of one hundred and twenty (120) calendar days for twelve (12) month employees and eighty (80) working days for modified employees.

49:05 Voluntary Group Life Insurance

Additional life insurance (with AD & D) is available to all employees at 1, 2 or 3 times annual salary. Medical evidence must be submitted to, and approved by, the insurance company.

49:06 The maximum amount of Life Insurance under all clauses in this Article shall not exceed a total of \$600,000.

49:07 Benefits – Effective Date

Coverage for the various benefits in which the employee participates will be effective on the date shown on the insurance certificate provided that the employee is actively at work on that date. Should the employee be absent from work on that date excluding absence due solely to paid vacation or paid holiday, the insurance will take effect when the employee returns to work.

49:08 The Board will continue to contribute its share of benefit premiums for modified employees during the summer.

49:09 Employees retiring prior to age 65 will have the option of continuing in all applicable employee benefits up to the age of 65 years at their own cost.

ARTICLE 50 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

50:01 The Board agrees to maintain an employee assistance program covering all employees in the bargaining unit and to contribute one hundred percent (100%) of the costs.

ARTICLE 51 – PAY SCHEDULE

- 51:01 The regularly scheduled pay day shall be bi-weekly.
- 51:02 The amount of salary/wages shall be paid by direct deposit to the employee's bank account as provided to the Board.
- 51:03 Members who are permanent or probationary employees shall be paid in accordance with Schedule A.
- 51:04 Members who are casual employees shall be paid in accordance with Schedule B.

ARTICLE 52 – REDEPLOYMENT COMMITTEE

- 52:01 There shall be an Office, Clerical and Technical Redeployment Committee consisting of up to four (4) members appointed by the Board and up to four (4) members appointed by the Union.
- 52:02 The Committee shall review the declaration of surplus positions prior to bumping or recall procedures being initiated.
- 52:03 In the event of staff reductions within the bargaining unit or in the event the redeployment of staff is required, the committee shall propose the time lines to be followed and implementation of the procedure contained within the Layoff and Recall Article of this agreement.
- 52:04 Meetings of the committee shall be held during regular working hours.
- 52:05 Time spent by committee members attending redeployment committee meetings shall be considered as time worked.

ARTICLE 53 – REQUIRED QUALIFICATIONS

- 53:01 In the event that the Board implements a policy requiring specific qualifications for jobs covered by this Agreement, members within each classification in which qualifications have been implemented shall be grandparented while remaining in their classification. It is understood that Members are required to keep up-to-date with current technology.

ARTICLE 54 – JOB DESCRIPTIONS

- 54:01 The Board agrees to provide copies of existing job descriptions within five (5) working days to:
- (a) the union, upon request;
 - (b) an employee hired to a newly created position;
 - (c) a permanent or probationary employee, upon request.
- 54:02 When a new position is created within the unit, an outline of the major responsibilities shall be provided to the Union before posting.

ARTICLE 55 – MEDICAL PROCEDURES

55:01 Under the direction of the Principal/Supervisor, a Member may be required to administer medication. It is understood that administration of medication may include activities such as:

- (a) keeping records of written agreements signed by parents/principal;
- (b) providing minimal assistance and supervision as students self-administer medication;
- (c) recording daily administration of medication.

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

55:02 For actions taken by any employee in following the Board's policy on Medical Procedures – Policy #509 – Health Support Services, the Board shall indemnify and save harmless said employee from any and all liability.

ARTICLE 56 – SUPERVISION OF STUDENTS

56:01 Members shall not be assigned the responsibility of supervising students sent to the office for disciplinary reasons.

ARTICLE 57 – LIABILITY COVERAGE

57:01 The liability insurance carried by the Board shall be applicable to the Members of this bargaining unit while acting within the scope of their duties.

57:02 A copy of the policy shall be provided to the Bargaining Unit President, upon request, once per year.

ARTICLE 58 – PROFESSIONAL DEVELOPMENT

58:01 The Board shall establish an Office, Clerical and Technical Professional Development Committee. This committee will be comprised of up to three members of the Union and up to three members of the Board. This committee will assess the professional development needs of Members and, in co-operation with Human Resources, suggest appropriate professional development activities to be implemented within a Board-wide plan for professional development.

58:02 (a) The Board agrees to provide one Board-wide Professional Development Day per school year calendar for all permanent and probationary members covered by this agreement.

(b) To have input into the scheduling of the Board-wide Professional Development Day, the bargaining unit president, or designate, shall be a member of the school year calendar committee.

58:03 The OCT Professional Development Committee, in conjunction with Human Resources, will be responsible for the provision of in-service on one Board-wide

Professional Development Day per school year calendar for all permanent and probationary Members covered by this agreement.

- 58:04 The Board shall provide release time for Members of the PD Committee for meetings of the committee held during working hours. Release time granted under this article shall not exceed a total of fifteen (15) days during each September to August period.
- 58:05 The committee shall be responsible for allocating any funds provided by the Board towards professional development activities for permanent and probationary Members.
- 58:06 Permanent, probationary and Long Term Temporary employees who would not normally work on the scheduled PD day shall be permitted to reschedule their days of work, following consultation with their immediate supervisor, in order that the PD day becomes a working day. Employees who reschedule their working days and attend the PD day shall be paid for the day.
- 58:07 Provided that there is space available at the Professional Development Day venue, casual employees may be permitted to attend the professional development day activities. Requests from casual employees to attend the professional development day will be considered on a first come, first served basis. It is understood that casual employees will not be paid for attending the PD Day.

ARTICLE 59 – TUITION/RETRAINING

- 59:01 Where the Board, as approved in advance by the Executive Officer of Human Resources, requires an employee to take a particular course of training or study, the Board agrees to pay the tuition for the course of training or study. Reimbursement of expenses for travel and accommodation, if required, shall be governed by Board policy.
- 59:02 Where the Board requires an employee to take a course of training or study the Board may provide a replacement employee to perform the absent employee's duties.

ARTICLE 60 – ITINERANT EMPLOYEES

- 60:01 An itinerant technical employee shall have one work location designated as the home location of record.
- 60:02 The supervisor of an itinerant employee shall be responsible for ensuring that the itinerant employee has sufficient time for travel between assigned work locations. Travel time shall be exclusive of the employee's lunch break.
- 60:03 An itinerant technical employee shall be reimbursed travelling expenses as per the Board policy.

60:04 The supervisor of an itinerant employee shall be responsible for attempting to ensure that the itinerant employee has adequate work space in each of the assigned work locations.

ARTICLE 61 – DEFINITIONS

61:01 “Board” means the Upper Grand District School Board.

61:02 “Bargaining Unit” means the Office, Clerical and Technical (O.C.T.) organization of District 18, O.S.S.T.F.

61:03 “District 18” means the organization of the Ontario Secondary School Teachers’ Federation.

61:04 “Federation” or “Union” means the Ontario Secondary School Teachers’ Federation.

61:05 “Member” means a member of the Bargaining Unit representing Office, Clerical and Technical employees.

61:06 “O.S.S.T.F.” means the Ontario Secondary School Teachers’ Federation.

61:07 In this Agreement, the term “employee” means any or all of the employees in the Bargaining Unit as provided in clause 2:01 (a) and (b).

61:08 **A** “twelve (12) month employee” means an employee who is normally scheduled to work for fifty-two (52) weeks of the year.

61:09 “Modified Full-Time Employee” shall mean a person employed by the Board who is a Member of the bargaining unit and who works regularly thirty-five (35) hours per week during the school year plus an additional five (5) working days prior to students officially commencing school as per the Ministry approved school year calendar.

61:10 “Part-Time Employee” shall mean a person employed by the Board who is a Member of the bargaining unit and who works regularly less than thirty-five (35) hours per week.

61:11 “Modified part-time employee” shall mean a person employed by the Board who is a Member of the bargaining unit and who works regularly less than thirty-five (35) hours per week. These employees shall work their normal proportion of the five (5) working days prior to students officially commencing school as per the Ministry approved school year calendar. For clarification, a half-time employee would work 2-1/2 days prior to students officially commencing school.

61:12 “Casual Employee” shall mean a person employed by the Board who:

- i) does not work a regular number of assigned hours or days per week but works only when called in by the Board; or
- ii) is hired for a definite term or for a specific task for a

maximum of six (6) working months. This may be extended by mutual agreement of the Union and the Board.

- 61:13 "Itinerant Employee" An itinerant employee is one whose assignment includes duties in more than one work location in a day.
- 61:14 "Long Term Temporary Employee" shall mean a person employed by the Board hired for a continuous period of employment in the same assignment to replace a member absent, on an approved leave of absence, including sick leave, LTD and WSIB for a period of six (6) months or more, to a maximum of two (2) years. It is understood that the two (2) year maximum may be extended upon mutual agreement of the Board and the Union.
- 61:15 "Plural Terms" ~ wherever the singular is used it shall be deemed to include reference to the plural, wherever applicable.
- 61:16 "Working Week" – The regular work week shall consist of five (5) days of seven (7) hours each from Monday to Friday inclusive, for a total of thirty-five (35) hours per week.
- 61:17 "Collective Agreement" means this agreement between the Upper Grand District School Board and the Office, Clerical and Technical (O.C.T.) Bargaining Unit of OSSTF District 18.
- 61:18 "Spouse/Partner" means the person with whom the employee has been co-habiting in a spousal relationship. This includes a person of the same gender.
- 61:19 "School Year" is defined as per the Ministry approved school year calendar

ARTICLE 62 – REPLACEMENT STAFF

- 62:01 Where an employee is absent from work the Board may provide a replacement employee to perform the absent employee's duties. In elementary schools with an allocation of one full-time secretary, a replacement employee shall be provided, upon request, when an employee is absent from work for a half-day or more. The exception to this shall be for the extension of family care leaves granted under clause 24:02.

ARTICLE 63 – ATTENDANCE MANAGEMENT

- 63:01 The Board will develop an attendance management policy, in consultation with the Union.
- 63:02 A member shall have the right to OSSTF representation at any formal meeting which is part of the Board's attendance management system.

ARTICLE 64 – CRIMINAL RECORDS CHECK

- 64:01 The Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records shall be strictly limited to those staff who must have access to the information in order to search, collect and use the information.
- 64:02 The Board shall not release or report to the Ontario College of Teachers any information about an employee obtained pursuant to Regulation 521/01 unless required to do so under another Act or Regulation.

ARTICLE 65 – COMPASSIONATE CARE LEAVE

- 65:01 “Compassionate Care Leave” means an unpaid leave taken for the purposes of caring for or supporting a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- 65:02 A Compassionate Care Leave may be taken for up to eight (8) weeks.
- 65:03 All requirements outlined in the Employment Standards Act must be met for the leave to be granted.
- 65:04 An extension to a Compassionate Care Leave shall be granted upon the employee’s request provided all requirements outlined in the Employment Standards Act have been met.
- 65:05 A member on Compassionate Care Leave shall continue to be entitled to employee benefits and accumulation of credit for sick leave, seniority and experience.
- 65:06 Subject to Article 45 - Layoff and Recall, at the end of the period of the leave of absence the member shall return to the same position and work location held by the member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position at the same location, if it does not exist.
- 65:07 Notwithstanding the above, the member is subject to Article 44 - Seniority, Article 45 - Layoff and Recall and Article – 32 Transfers
- 65:08 The member will provide to the Board a medical certificate indicating that a member of the family has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- 65:09 For the purposes of this Article, “family” is defined as in The Family Medical Leave Act.

ARTICLE 66 – AMENDMENTS

- 66:01 Amendments to the provisions of this Collective Agreement shall be made, in writing, only by mutual consent of the parties.
- 66:02 In the event that the Federal and/or Ontario Government should pass legislation during the lifetime of this Collective Agreement which would have the effect of altering or modifying any part of the agreement, the parties shall meet and in good faith make every reasonable effort to sign a memorandum of agreement covering all amendments the parties deem appropriate. The remaining provisions of the Collective Agreement shall continue in effect for the duration of the agreement.
- 66:03 No changes can be made to this agreement without the mutual written consent of the parties.

ARTICLE 67 – DURATION AND TERMINATION

- 67:01 (a) This Agreement shall be in effect from September 1, 2007 and shall continue in force up to and including August 31, 2008, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not less than thirty (30) days, nor more than ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- (b) Notwithstanding the foregoing, either party may notify the other, in writing within the period commencing April 1 and at least thirty (30) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement in accordance with the Ontario Labour Relations Act.
- 67:02 After either party has given notice in accordance with clause 65:01, the parties shall meet within fifteen (15) days or such later date as the parties agree upon for the purpose of entering into negotiations.

SCHEDULE A – SALARY AND CATEGORY LEVEL

- A.1 Where a member is promoted to a position classified at a higher salary level, the member shall receive the minimum salary for the higher level. If the member's salary prior to promotion is greater than the minimum salary in the new position, the member shall receive the salary step next higher to their present salary and progress towards the salary maximum for the level in accordance with the incremental schedule for the classification.
- A.2 Employees shall progress to the next increment effective January 1 of each year until the employee has reached maximum.
- A** new employee to the Board, who commences employment after November 1, shall not receive an increment on January 1 immediately following but shall begin to receive increments the next January 1.
- A.3 **A** Member demoted to a position classified at a lower salary category shall have their existing weekly salary red-circled for the lesser of: a period of six (6) months; or until the rate of pay for the position catches up or supercedes that which the employee is presently receiving. After this time, the employee's salary will no longer be red-circled.
- A.4 When an employee is assigned to relieve in a position of higher job classification, the employee will be paid at the job classification to which they were assigned, effective the start of the first day.
- A.5 When an employee is assigned to relieve in a position at a lower level for any period, the employee's regular rate of pay shall be maintained.
- A.6 New employees may be hired at a higher step on the grid based on their related experience but shall not be placed higher than a present employee in the same job classification with equal experience.

SCHEDULE B – CASUAL EMPLOYEES

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

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

- B.1 Casual Employees shall be paid at the minimum level of the category of the position to which they are assigned.
- B.2 In addition to the amounts received under Schedule B.1, a Casual Employee shall receive four percent (4%) of the salary wages received as vacation pay.
- B.3 Casual employees who work their scheduled day before and their scheduled day after a recognized paid holiday as stated in Article 40, Recognized Paid Holidays, shall be paid for the recognized paid holiday provided the employee meets the qualifications for payment according to the Employment Standards Act. Payment for the recognized paid holiday will be as specified in the Employment Standards Act.
- B.4 A casual employee who has completed 420 hours of employment with the Board shall, upon written request, have the option of participating in the Board's Extended Health and Dental Plans with the full cost of the premiums being paid by the employee. Employee participation shall be subject to the approval of the carrier(s).
- B.5 Casual members may be allowed to participate in professional development activities without pay. Requests are to be made to the activity organizer and approval is subject to the activity organizer's discretion.

B.6 If a representative of the Board calls a casual employee to a work location and, after arriving, the casual employee finds that the assignment has been cancelled, the casual employee will be entitled to 3 ½ hours of pay for the assigned position.

B.7 Casual Supply List

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

B.8 Interviews for the Casual Supply List shall be conducted by the Board prior to an employee being added to the Casual Supply List.

B.9 By August 31 of each year, this list shall be distributed to the President of the Bargaining Unit.

B.10 Placement of employees in casual positions of greater than one week's duration shall be by a central dispatch following consultation with the Principal/Supervisor as to the requirements of the position.

Long Term Temporary Employees

In addition to the entitlements listed above, for casual employees, Long Term Temporary Employees are also covered by the following clauses:

B.11 A long term temporary employee shall be paid at the minimum of the grid for the position to which they have been appointed as per the Salary Schedule of the Collective Agreement. The employee shall move on the grid according to time in the position, and as outlined in the Salary Schedule of the Collective Agreement.

B.12 In addition to the amounts received under B.15 above, the employee shall receive four percent (4%) of the salary/wages received as vacation pay.

B.13 A long-term temporary employee, after ten (10) months of continuous service in the same position, shall be eligible for Insured Employee Benefits in accordance with Article 49 of the Collective Agreement. The responsibility for making these arrangements rests with the employee.

B.14 A long term temporary employee assigned to a modified position as defined in the collective agreement shall not count the natural school breaks as breaking the continuous service for the purposes of this agreement.

B.15 A Long Term Temporary Employee after three (3) months of continuous service, who works the scheduled day before and the scheduled day after a recognized paid holiday as stated in Article 40 – Recognized Paid Holidays, shall be paid for the recognized paid holiday.

B.16 If a long-term temporary employee applies for a position, his/her application will be considered with applications from casual employees – Article 34:08 (ii), Job Posting.

- B.17 A long term temporary employee who works overtime shall be compensated in accordance with Article 39 – Overtime.
- B.18 A long term temporary employee, after ten (10) months of continuous service in the same position, who uses their vehicle in the normal course of carrying out the Board's business is subject to reimbursement in accordance with Article 42:01 of the Collective Agreement.
- B.19 A long term temporary employee will be allowed to participate in the one-day Board-wide Professional Development Day as outlined in Article 58:02 (a) of the Collective Agreement. A member attending this Board-wide day will be paid as though it was a regular work day, if the day is a scheduled work day for the employee.
- B.20 A long term temporary employee, after ten (10) months of continuous service in the same position, will be covered by Article 20, Inclement Weather, if the day is a scheduled work day for the employee.

APPENDIX 1

EMPLOYMENT BENEFITS (SEB) PLAN

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

1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves.
2. This plan covers the Office, Clerical and Technical bargaining unit employees.
3. The requirements imposed by the Employer for the receipt of the SEB are:
 - (a) An Employee must be eligible to receive pregnancy leave benefits from E.I.
 - (b) An application for supplementary employment benefits must be made by the Employee on a form provided by the Employer and the Employee shall provide verification of the approval of an E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission and the dates of the waiting period.
 - (c) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period. A modified full or part-time employee will not be supplemented for any week during the waiting period which falls outside the employee's normal working period during the months of **July** and/or August.
4. Employees must apply for and be in receipt of employment insurance benefits before SEB becomes payable except if non-receipt is due to serving the waiting period.
5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
6. Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.
7. The benefit level paid under this plan is set at a weekly rate equal to 90% of the Employee's weekly insurable earnings under EIC.
8. The maximum number of weeks for which SEB is payable is for the two week waiting period.
9. The duration of this plan is for the term of the collective agreement.
10. The Employer will inform the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days of the effective date of change.
11. The Employee must provide the Employer with proof that the Employee is getting EI benefits or that the Employee is not getting benefits for reasons specified in the plan.

12. The Employer will use the EI receipt of the Employee to verify that the employee is receiving EI benefits or other earnings. The Employer's Revenue Canada Taxation registration number is 892228826 RP0001.

**LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
O.S.S.T.F., OFFICE, CLERICAL AND TECHNICAL UNIT**

RE: JOB SECURITY

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

In order to provide job security for members of the Union, the Board agrees that no permanent or probationary employee listed on the most recent seniority list with a seniority date prior to and including September 1, 2000 will be laid off. For permanent or probationary modified full or part-time employees, this Letter of Agreement will not apply to off work periods at Christmas, Winter Break and Summer.

This Letter of Agreement terminates on August 30, 2008.

Dated at Guelph this 10 day of April, 2008.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

Kendy Carroll
Gail L. Prampitz

Marilyn Rogers
D. Bone

**LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
O.S.S.T.F., OFFICE, CLERICAL AND TECHNICAL UNIT**

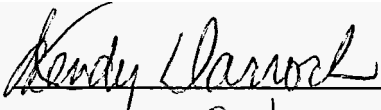
RE: SYSTEM STAFFING GENERATOR

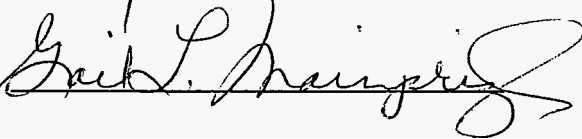
The total number of elementary and secondary school secretaries and library technicians shall be calculated on the basis of one FTE secretary or library technician for every 265 ADE students using the Board's projected ADE enrolment. The Board may, at its discretion, add staff over and above the amount generated by formula. The allocation for each individual school shall be determined by the Board.

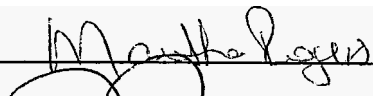
Dated at Guelph this 10 day of April 2008.


ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD









**LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
O.S.S.T.F., OFFICE, CLERICAL AND TECHNICAL UNIT**

RE: SECONDARY SECRETARIAL POSITIONS

The Board agrees that secondary school secretarial positions (not including library technicians) shall be twelve (12) month positions.

Dated at Guelph this 11 day of April, 2008.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

Kenny Danovick
Gail L. Karpis

Marilyn Rogers
R. B...

**LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
O.S.S.T.F., OFFICE, CLERICAL AND TECHNICAL UNIT**


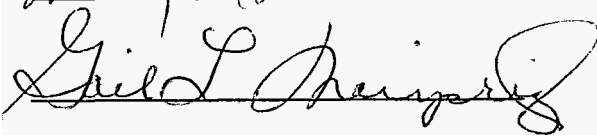
RE: SECRETARIAL STAFFING COMMITTEE

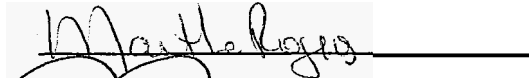
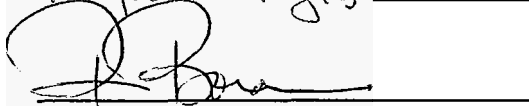
A joint secretarial staff allocation committee shall be established consisting of board representatives and up to three (3) representatives from the Union. The committee shall make recommendations to the Board's Senior Administration concerning the criteria for allocating school secretarial staff. The committee shall provide its recommendations prior to June 15th. The Union shall be provided with the completed staff allocations by school prior to the assignment of individuals to positions.

Dated at Guelph this 10 day of April, 2008.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

UPPER GRAND DISTRICT SCHOOL BOARD
HUMAN RESOURCES

Date:

MEMO TO: All Elementary Principals
All Secondary Principals

FROM: Jennifer L. Rose, Executive Officer of Human Resources

RE: **VOLUNTEERS IN SCHOOLS**

During recent negotiations with OSSTF, Office, Clerical and Technical Bargaining Unit, the Union raised concerns regarding the use of volunteers in the school office to perform work which would normally be done by Members of the Bargaining Unit.

If volunteers are to assist in the school office, it is inappropriate for them to have access to the Ontario Student Record (OSR) cards, petty cash and confidential information covered by the Municipal Freedom of Information and Protection of Privacy Act unless authorized by the Principal.

The Principal, in consultation with the school secretary, will review the list of acceptable tasks to be assigned to the volunteer. Acceptable tasks, for example, shall include the organization of in-school fundraising events and photocopying and collating of newsletter.

If volunteers are answering a school telephone, it is essential that the person identifies to the caller that a volunteer is answering the call.

JLR:kh

**LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
O.S.S.T.F., OFFICE, CLERICAL AND TECHNICAL UNIT**

RE: CLARIFICATION OF BARGAINING UNIT SCOPE

The Ontario Secondary School Teachers' Federation and the Upper Grand District School Board agree that "Office, Clerical and Technical Employees" in clause 2:01(a) means: all those positions that were covered by the OSSTF Office, Clerical and Technical bargaining unit or the OSSTF Secretarial/Clerical bargaining unit or the OPSEU Secretarial/Clerical bargaining unit as at January 1, 1998 plus all Office Co-ordinators in Secondary Schools, Secretary to Principal of Program and the Office Co-ordinator – Continuing Education (see Office Clerical Technical Grid which is attached hereto and forms part of this Agreement for the list of included positions).

Dated at Guelph this 10 day of April, 2008.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

Kendy Harwood
Paul L. Dainprich

Martha Rogers
D. Bore



UPPER GRAND DISTRICT SCHOOL BOARD

Date:

MEMO TO: All Elementary Principals
All Secondary Principals

FROM: Erin Kelly, Superintendent of Education

RE: HEAD LICE

During negotiations with the Office Clerical Technical bargaining unit, the Union raised a number of concerns relating to the checking for Head Lice. Secretaries are not to be required to check for Head Lice. Consideration should be given to having a committee of volunteers or parents who could assist in this procedure.

:kh

pc: Secretaries



UPPER GRAND DISTRICT SCHOOL BOARD

Date:

MEMO TO: All Elementary Principals
All Secondary Principals

FROM: Superintendents of Education

RE: **MEDICAL PROCEDURES**

During negotiations with the Office Clerical Technical bargaining unit, the Union raised a number of concerns relating to the administration of medication by school secretaries. This is a reminder to Principals arranging students' medication to take into account the following when scheduling times for medication.

- Consider the number of students requiring medication at any one time.
- Where possible schedule some of the medication times outside of the lunch hour.
- If possible, schedule at times when other activities requiring the secretary's involvement are minimal.
- Encourage parents to give medications at home where possible.
- The administration of medication is covered by Section G of the Health Support Services Procedures Manual (policy 509) which states as follows:

MEDICATION

1. Medication for pupils shall be administered at home where possible.
2. The pupil's parent/guardian may be permitted to administer oral medication during school hours. Every attempt should be made to arrange times for such administration with the least possible disruption to all concerned.
3.
 - a) It is the responsibility of the parent/guardian to request permission from the Principal/Designate for a pupil under the age of twelve (12) to possess and self-administer a medication.
 - b) A record of any parental permission received should be retained.
 - c) EpiPens should be carried on the student with the allergy. Additional EpiPens may be kept in the school office or other suitable locations.

4. Medication shall be administered in a manner which encourages the pupil to take an appropriate level of responsibility and in a manner which allows for sensitivity and privacy.

5. Where prescription or non-prescription oral medication must be administered to pupils by school personnel, it shall be in the following manner:

The parent/guardian must:

a) provide written authorization on the Consent for Administration of Oral Medication form 509-2;

b) Deliver to the Principal or Designate the required medication in the original container;

c) Ensure the container has a pharmaceutical sticker or label attached indicating the name of the child and directions for the administration and storage of the medication;

d) Instruct their child to attend the school office for medication as per the schedule for administration as established in conjunction with the school Principal.

6. The Principal or Designate should ensure that the Medication Tracking Sheet is completed after each administration of a medication and retained in a designated area. If medication is not given or refused, reasons for such an omission must be noted in the Medication Tracking Sheet and parental contact should be made.

7. The Principal or Designate should ensure medication to be administered by school personnel is kept in a safe location. Only authorized staff may access the stored medication. Any accidental administration of medication must be reported immediately to the Principal.

8. The Principal should communicate the policy and procedures on the administration of oral medication to parents on an annual basis.

**LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
O.S.S.T.F. OFFICE, CLERICAL AND TECHNICAL UNIT**

RE: PROFESSIONAL DEVELOPMENT DAY

The Board and the Union agree that if it appears there is not a full day that could be used for the PD day in article 58:02 a), as identified by the Board Calendar Committee, three members of the Bargaining Unit Professional Development Committee, shall meet with three members of the Board committee to discuss an alternative arrangement to provide Professional Development for members of the unit.

Dated at Guelph this 10 day of April, 2008.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

Kendy Carroll
Gail L. Mainwaring

Matthe Ruge
R. Rowe

**LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
O.S.S.T.F. OFFICE, CLERICAL AND TECHNICAL UNIT**

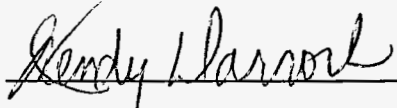
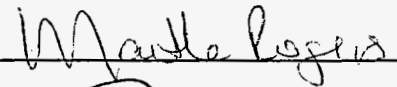
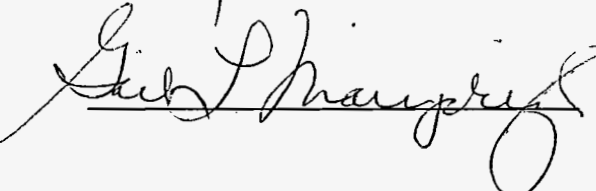

RE: PAY EQUITY

A list which shall include the salary, the name(s) and the category of the incumbent(s) who are presently paid higher than the agreed to Pay Equity Plan salary ranges shall be provided to the bargaining unit president annually by September 30.

Dated at Guelph this 10 day of April, 2008.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

 _____	 _____
 _____	 _____

**LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
O.S.S.T.F. OFFICE, CLERICAL AND TECHNICAL UNIT**


RE: ADDITIONAL VEHICLE-RELATED INSURANCE EXPENSES FOR TECHNICIANS WHO ARE REQUIRED, ON A REGULAR BASIS, TO USE THEIR VEHICLES AS PART OF THEIR ASSIGNED DUTIES

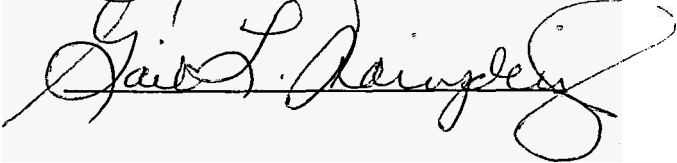
The parties agree to form a committee consisting of three (3) members appointed by the Board and three (3) members appointed by the Union to investigate the additional insurance expenses for technicians arising out of the requirement for them to use their vehicles, on a regular basis, as part of their assigned duties.

The committee shall conclude its discussions and report back to the *two* parties prior to the commencement of the next round of negotiations.

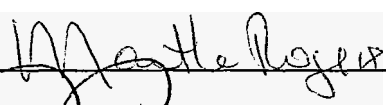
Dated at Guelph, this 10 day of April, 2008.


ON BEHALF OF THE UNION





ON BEHALF OF THE BOARD





**LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
O.S.S.T.F. OFFICE, CLERICAL AND TECHNICAL UNIT**

RE: CONTRACTING OUT

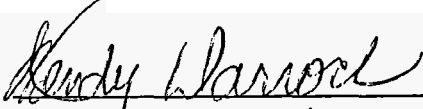
The Board agrees that during the term of this collective agreement:

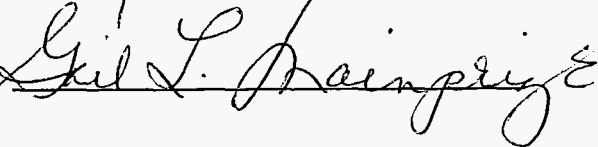
- (a) **No** bargaining unit member shall be laid off, or have their hours of work reduced as a result of the Board contracting out any of that bargaining unit member's work or services.
- (b) There will be no further contracting out of any work performed by any member covered by this collective agreement, except in emergency situations, and/or where no bargaining unit members are available to perform the work in an expedient and timely manner.
- (c) **No** employee shall be laid off owing to the use of an individual working under any government program in positions covered by this bargaining unit.

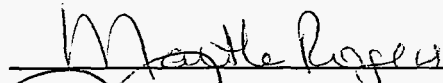
Dated at Guelph this 10 day of April, 2008.


ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD











UPPER GRAND DISTRICT SCHOOL BOARD HUMAN RESOURCES

Date:

Memo to: Elementary and Secondary School Principals

From: Jennifer L. Rose, Executive Officer of Human Resources

RE: Responsibilities of Computer Technicians

During recent negotiations with OSSTF, Office, Clerical and Technical Bargaining Unit, the Union raised concerns about computer technicians being asked to perform duties outside their normal responsibilities. This is a reminder to Principals that computer technicians are not required to supervise students or answer the telephone on behalf of the school during the course of their visit to the school.

pc: Office Co-ordinators

UPPER GRAND DISTRICT SCHOOL BOARD
OFFICE CLERICAL AND TECHNICAL
2007 09 01

Position	Minimum	Step 1	Step 2	Step 3	Step 4
Office Co-ordinator- Con. Ed.	\$22.49	\$23.89	\$25.30	\$26.70	\$28.11
Office Co-ordinator- Secondary	\$22.49	\$23.89	\$25.30	\$26.70	\$28.11
Executive Asst. to Superintendent	\$22.49	\$23.89	\$25.30	\$26.70	\$28.11
Statistical/Data Standards Asst.	\$21.62	\$22.98	\$24.33	\$25.68	\$27.03
Head Cataloguer	\$21.62	\$22.98	\$24.33	\$25.68	\$27.03
Office Co-ordinator - Elementary	\$21.62	\$22.98	\$24.33	\$25.68	\$27.03
Network Support Technician	\$21.09	\$22.41	\$23.72	\$25.04	\$26.36
Help Desk/Network Support Tech.	\$21.09	\$22.41	\$23.72	\$25.04	\$26.36
Webmaster	\$21.09	\$22.41	\$23.72	\$25.04	\$26.36
Admin.Asst. - Facility Services	\$21.09	\$22.41	\$23.72	\$25.04	\$26.36
Admin.Asst. to Vice-principal	\$21.09	\$22.41	\$23.72	\$25.04	\$26.36
Computer & AV Repair Technician	\$21.09	\$22.41	\$23.72	\$25.04	\$26.36
Planning/GIS	\$20.89	\$22.19	\$23.50	\$24.80	\$26.11
Buyer	\$20.60	\$21.89	\$23.18	\$24.46	\$25.75
Payroll Clerk	\$20.60	\$21.89	\$23.18	\$24.46	\$25.75
Publications Designer	\$20.60	\$21.89	\$23.18	\$24.46	\$25.75
Audio Visual Technician	\$20.60	\$21.89	\$23.18	\$24.46	\$25.75
Technical Support Assistant	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Library Technician - Secondary	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Admin.Off.Asst. - Con. Ed.	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Admin.Off.Asst.- Psych.Services	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Cataloguer	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Accounts Payable Clk/Purchasing	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Admin.Office Asst. - Secondary	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Admin.Off.Asst.-Con.Ed. (ESL)	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Library Assistant - Secondary	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Admin.Office Asst. - Transportation	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Telecommunications Admin.	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Admin.Office Asst. - Elementary	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Admin.Off. Asst. - Speech & Lang.	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Admin.Off.Asst.-Prin. Of Program	\$15.86	\$16.86	\$17.85	\$18.84	\$19.83
Library Technician - TJRC	\$15.66	\$16.63	\$17.61	\$18.59	\$19.57
Admin.Off.Asst.- Special Education	\$15.66	\$16.63	\$17.61	\$18.59	\$19.57
Admin.Off.Asst.- Spec.Ed. (Sec.23)	\$15.66	\$16.63	\$17.61	\$18.59	\$19.57
Admin.Off.Asst. - Curriculum	\$15.66	\$16.63	\$17.61	\$18.59	\$19.57
Central Office Dup. Mach. Op.	\$15.66	\$16.63	\$17.61	\$18.59	\$19.57
Admin.Office Asst. - Co-op Ed.	\$15.66	\$16.63	\$17.61	\$18.59	\$19.57
Library Asst. - TJRC	\$15.66	\$16.63	\$17.61	\$18.59	\$19.57
Admin.Off.Asst. - Program Services	\$15.66	\$16.63	\$17.61	\$18.59	\$19.57
Admin.Office Asst.- A. & C.	\$15.66	\$16.63	\$17.61	\$18.59	\$19.57
Dispatcher/Receptionist	\$15.66	\$16.63	\$17.61	\$18.59	\$19.57

UPPER GRAND DISTRICT SCHOOL BOARD
OFFICE CLERICAL AND TECHNICAL
2007 09 01

Position	Minimum	Step 1	Step 2	Step 3	Step 4
Office Asst. - Facility Services	\$14.91	\$15.84	\$16.78	\$17.71	\$18.64
Circulation Asst. - TJRC	\$14.91	\$15.84	\$16.78	\$17.71	\$18.64
Office Asst. - Con. Ed.	\$14.91	\$15.84	\$16.78	\$17.71	\$18.64
Board Office - Receptionist	\$14.91	\$15.84	\$16.78	\$17.71	\$18.64
Office Asst. - Supts. Of Ed.	\$14.91	\$15.84	\$16.78	\$17.71	\$18.64
Printing & Distribution Clk. - EC	\$14.91	\$15.84	\$16.78	\$17.71	\$18.64
Office Asst. - Media/Tech. Support	\$14.91	\$15.84	\$16.78	\$17.71	\$18.64
Accounts Payable Clerk	\$14.91	\$15.84	\$16.78	\$17.71	\$18.64
Video Booking Clerk	\$14.91	\$15.84	\$16.78	\$17.71	\$18.64

Cataloguing Assistant	\$14.47	\$15.38	\$16.28	\$17.19	\$18.09
Video Library Technician	\$14.47	\$15.38	\$16.28	\$17.19	\$18.09
Office Asst. - Ed. Centre	\$14.47	\$15.38	\$16.28	\$17.19	\$18.09
Mail Clerk	\$14.47	\$15.38	\$16.28	\$17.19	\$18.09

TO BE EVALUATED

Facility Projects/Data Co-ordinator	\$25.74	\$27.34	\$28.95	\$30.56	\$32.17
Lead Transportation Technician	\$21.88	\$23.25	\$24.62	\$25.98	\$27.35
Capital Projects - Admin. Asst.	\$20.95	\$22.26	\$23.57	\$24.88	\$26.19
Transportation Technician	\$20.60	\$21.89	\$23.18	\$24.46	\$25.75
M. & E. Secretary	\$19.51	\$20.73	\$21.95	\$23.17	\$24.39
Library Tech. Silvercreek	\$18.50	\$19.66	\$20.82	\$21.97	\$23.13
Expediter	\$15.32	\$16.28	\$17.24	\$18.19	\$19.15
Attendance Secretary	\$15.32	\$16.28	\$17.24	\$18.19	\$19.15
Secretary - Community Use	\$14.13	\$15.01	\$15.89	\$16.78	\$17.66
Capital Projects - Clerk Typist	\$14.13	\$15.01	\$15.89	\$16.78	\$17.66

Dated at Guelph, Ontario this 10 day of April, 2008.

On behalf of the
Upper Grand District School Board

On Behalf of
O.S.S.T.F. Office Clerical and Technical
Bargaining Unit



Chairperson of the Board



Director of Education



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