

COLLECTIVE AGREEMENT

BETWEEN

THE NEAR NORTH DISTRICT SCHOOL BOARD
(hereinafter referred to as the “Board” or “Employer”)

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION
(hereinafter referred to as “OSSTF or “Union”)
Representing Educational Assistants and Professional Student Services Personnel
Of OSSTF, District 4, Near North District School Board
(hereinafter referred to as the “Bargaining Unit”)

September 1, 2001-August 31, 2002

For the Board:

For the Union:

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to establish the terms and conditions of employment of all members of the bargaining unit of OSSTF employed by the Board, including salaries, employee benefits, working conditions and other matters, and to provide a fair and expeditious procedure for the resolution of grievance which may arise.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes the Ontario Secondary School Teachers Federation (OSSTF) as the exclusive bargaining agent authorized to negotiate and to participate in the administration of this agreement on behalf of all Educational Assistants and Professional Student Services Personnel employed by the Board, save and except Supervisors and persons above the rank of Supervisor, temporary employees, persons regularly employed for less than 16 hours per week and students employed during the school vacation periods or students placed in schools to complete work placement or co-op placements.
- 2.02 The Board recognizes the right of OSSTF to authorize the EA/PSSP bargaining unit to act as an agent of OSSTF in all matters relating to the negotiation, interpretation, administration and application of this agreement on behalf of all persons covered by this agreement.
- 2.03 Both parties recognize that each has the right to have other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this collective agreement.
- 2.04 The Board recognizes the right of OSSTF to represent a member at any meeting where the conduct or competence of the member is being discussed. Administration, including Principals or Vice-Principals, must inform the member(s) of the right to OSSTF representation prior to a meeting. If the member elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present.
- 2.05 The Board recognizes that employees in Levels 3, 4 and 5 referenced in Article 10.02 are required to hold membership in their respective Colleges and/or Regulatory bodies.

ARTICLE 3 - DEFINITIONS

- 3.01.01 Educational Assistant (hereinafter referred to as EA) means an EA employed by the Board to assist the classroom teachers with students who have special needs and to assist with the preparation, delivery and supervision of programs planned by the teacher or supervisor.
- 3.1.2 A full-time Educational Assistant shall normally work thirty (30) hours per five (5) day week at the rate of six (6) hours per day. Educational assistants shall work 190 school days and 2 Professional Development days.
- 3.02.01 Professional Student Services Personnel (hereinafter referred to as PSSP) means, Psychologists, Psychological Associates, Psychometrists, Speech-Language Pathologists, Communication Disorder Resource Persons, Communication Disorder Assistants, Attendance Counsellors and Child Development Counsellors employed by the Board.
- 3.02.02 A full-time PSSP employee shall work thirty-five (35) hours per five- (5) day week at the rate of seven (7) hours per day. PSSP staff will work a regular school year including teacher PA days.
- 3.03 The term probationary employee refers to an employee within the bargaining unit who has not completed five calendar months of service from date of hire.
- 3.04 A temporary employee is an employee hired on a temporary basis: for special projects or during periods of heavy workload; in cases of emergency; for replacement of Employees absent due to illness or accident or for other similar purposes; for replacement of employees on leave of absence. A temporary employee will not be employed for more than seventy-five (75) consecutive working days without the consent of both parties.
- 3.05 Employee shall have the same meaning as Educational Assistant and/or Professional Student Services Personnel.

- 3.06 Member means a member of the OSSTF District 4 Educational Assistants/Professional Student Services Personnel bargaining unit.
- 3.07 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.
- 3.08 The Board shall mean the Near North District School Board or its predecessor Boards, unless otherwise indicated.
- 3.09 A part time employee is any regularly scheduled employee who works sixteen (16) or more hours per week but fewer than thirty (30) hours per week.
- 3.10 Geographic areas shall mean the boundaries of the predecessor boards.

ARTICLE 4 - EFFECTIVE PERIOD AND RENEWAL

- 4.01 This agreement shall be effective from September 1, 2001 and shall continue in full force up to and including August 31, 2002 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification, of this agreement. If notice is given, the parties shall meet within fifteen (15) calendar days from giving of notice. Notwithstanding the period of notice cited above, either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date, that it desires to negotiate this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 4.02 No change can be made to this agreement without the mutual written consent of the parties; nor can any changes be made to this agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 4.03 The bargaining unit and the Board agree that there shall be no strikes or lockouts during the term of this agreement. The terms strike and lock-out shall be as defined in the Labour Relations Act.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Both parties to the agreement recognize that subject to the provisions of this Agreement, it is the sole right of the Board to manage the affairs of the Board in accordance with the statutes and regulations of the Province of Ontario.
- 5.02 No employee shall be demoted, disciplined or discharged without just cause and such cause shall be communicated in writing. The parties recognize the lesser standard (basic procedural fairness) for probationary employees.

ARTICLE 6 - UNION RIGHTS

- 6.01 The Board shall provide space on an existing bulletin board for the use of the Union at appropriate locations upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees.
- 6.02 The Union shall be allowed to use school facilities to carry out union business outside regular working hours providing such facilities are available and approved in advance.

ARTICLE 7 - NO DISCRIMINATION

- 7.01 The Board recognizes its obligations to fulfill all of the statutory requirements contained within the Human Rights Code. Additionally, the parties agree that there shall be no discrimination or harassment specifically based on any reasonable Union business.

ARTICLE 8 - REPRESENTATION AND FEDERATION LEAVES

- 8.01 The bargaining unit will provide the Board with the current names of its officials and committee members. The Board will provide the bargaining unit President with current Staff Directory.
- 8.02 The bargaining unit may appoint or otherwise select a bargaining committee. Such committee shall represent the bargaining unit in all negotiations with the representatives of the Board for a renewal of this agreement and to discuss matters arising out of this agreement. The Union agrees to reimburse the Board for the cost of release time

should negotiation take place during working hours.

- 8.03 At the request of the Union, up to twenty-five (25) working days may be granted to the Union, without pay, for the purpose of carrying out Union business. The Union agrees that no more than three employees may be absent at any one time. The request of the Union shall be made in writing to the Manager of Human Resources in a timely fashion. In addition to the above, the President of the bargaining unit, will be granted time release as requested. The bargaining unit agrees to reimburse the Board for the actual cost of the member's release.
- 8.04 Appropriate replacements, where necessary, shall be hired by the Employer for the employee on Federation leave, should the employee be an EA Member.
- 8.05 Members on such leave shall receive from the Employer, employee benefits including the accumulation of credit for experience, seniority, and all other rights and privileges under this collective agreement.
- 8.06 Federation leave shall be granted to members who serve as Union representatives on Board committees, which are convened during working hours. Such leave shall not reduce the number of days available under Article 8.03.
- 8.07 The Board shall grant a leave of absence to an employee who holds an office requiring full-time duty at the provincial level, provided that the union reimburses the Board for the full cost of the employee's total salary and other benefits. The employee shall continue to accumulate seniority during the period of leave.

ARTICLE 9 - UNION MEMBERSHIP & DUES CHECK-OFF

- 9.01 All employees shall, as a condition of employment either maintain their union membership or join the Union within thirty (30) days after signing of this agreement and remain union members in good standing or, if they do not become union members, shall pay the equivalent of dues to the Union.
- 9.02 The Board agrees to deduct from employees' wages, monthly dues and assessments levied in accordance with OSSTF Constitutions and By-laws, and to remit such monies to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3, no later than the 15th day of the month following the month in which the deduction was made. The Board shall accompany such remittance with a list identifying the names, social insurance numbers and amounts deducted for all employees. The Board shall, where available, provide the information in an electronic form.
- 9.03 OSSTF shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the OSSTF and/or the bargaining unit.
- 9.04 T4 Income Tax slips issued by the Board shall state the amount of OSSTF fees deducted.

ARTICLE 10 - JOB CLASSIFICATIONS & QUALIFICATIONS

- 10.01 EA job qualifications are as follows:

A minimum two-year post secondary certificate or diploma in the social services field or related specialized areas such as Developmental Service Worker, Teacher Aid, Educational Assistant, Registered Practical Nurse, Child Youth Worker and Early Childhood Education.

- 10.1.1 Any unqualified EA hired prior to August 31, 2001 shall be deemed qualified unless a letter of agreement between the EA and the Board was previously agreed to.
- 10.01.02 Notwithstanding the above, the Board may hire, with the consent of the Union which will not be unreasonably withheld, an unqualified EA provided that there have been no external qualified applicants. The unqualified EA must show evidence on a yearly basis that they are continuously working toward attaining the qualifications. The time limit for completing the qualifications shall not exceed four (4) years unless mutually agreed to by the EA, the Board and the Bargaining Unit. The unqualified EA will be a member of the Bargaining Unit and will pay Union dues.

- 10.02 PSSP job classifications, based on qualifications, are as follows:

Level 1: a minimum 3 year Community College Diploma - includes Child Development Counsellors; or a

minimum 2 year Community College Diploma and completion of Communicative Disorders Assistant Diploma – includes Communication Disorders Assistants and Communication Disorders Resource Persons.

Level 2: a minimum 3 year Community College Diploma as a Social Worker and/or Social Service Workers field - includes Attendance Counsellors.

Level 3: a minimum of a University Degree at the Masters level (or equivalent) - includes Speech-Language Pathologists (registered with the College of Audiologists and Speech Language Pathologists of Ontario), and Psychometrists.

Level 4: a minimum of a University Degree at the Masters level, plus Registration with the College of Psychologists of Ontario as a Psychological Associate – includes Psychological Associates.

Level 5: a minimum of a University Degree at the Doctoral level, plus Registration with the College of Psychologists of Ontario - includes Psychologists.

ARTICLE 11 - SALARY

11.01.01 Effective September 1, 2001, the hourly rate for Educational Assistants shall be as follows:

<u>Start</u>	<u>Hourly Rate</u>
0 years experience	15.69
1 st year anniversary	16.93
2 ND year anniversary	18.23

Employees currently earning \$21.68 per hour are red circled.

Educational Assistants who are red-circled shall receive a one time lump sum payment of 2% upon ratification.

11.01.02 Employees shall be placed at the minimum salary level of 11.01.01 above and receive a salary increment for each completed year of service in the position on the anniversary date of hire until maximum is reached.

11.02 Effective September 1, 2001, the salary for each PSSP job classification shall be:

Experience	Level 1	Level 2	Level 3	Level 4	Level 5
0 Years	\$31,009	\$38,956	\$47,008	\$56,090	\$63,191
1 Year	\$31,730	\$40,831	\$48,660	\$57,710	\$66,189
2 Years	\$32,450	\$42,691	\$50,313	\$59,330	\$69,187
3 Years	\$33,201	\$44,552	\$51,965	\$60,950	\$72,213

Effective August 31, 2002, the salary for each PSSP classification shall be:

Experience	Level 1	Level 2	Level 3	Level 4	Level 5
0 Years	\$31,009	\$38,956	\$50,008	\$56,090	\$63,191
1 Year	\$31,730	\$40,831	\$51,660	\$57,710	\$66,189
2 Years	\$32,450	\$42,691	\$53,313	\$59,330	\$69,187
3 Years	\$33,201	\$44,552	\$54,965	\$60,950	\$72,213

PSSP's who are red-circled shall receive a one time lump sum payment of 2% of their red-circled salary upon ratification.

11.02.01 PSSP employees shall be placed on the salary grid of 11.02 above based on related experience. PSSP employees will move on the grid after each completed year of service in the position on the anniversary date of hire until maximum is reached.

Employees moving from EA to PSSP positions and returning to the EA position will revert back to their salary and anniversary level. Experience gained in the PSSP position does not exempt the employee from completing the requirements in 11.01.02.

11.02.02 PSSP members hired before February 1, 2000 shall be placed in their respective salary grid level as follows:

- (i) Each PSSP member shall be placed on the above grid at the salary equal to or greater than that member's salary paid in the twelve (12) months from September 1, 1998 through August 31, 1999. The member's 1998-1999 salary shall include vacation pay, if applicable, but exclude any EI benefits paid.
- (ii) Each PSSP member whose salary (as determined from 11.02.02 (i) above) is higher than the maximum of the grid for that member's level, shall be red circled at that higher salary level.
- (iii) Beginning on September 1, 2000 and continuing annually thereafter, each PSSP member shall receive a salary increment until the maximum salary level is reached.

11.03 Employees shall be paid every two weeks throughout the year by direct deposit to a chartered bank or credit union of the employee's choice. For PSSP, employee's payments will be made on a twelve- (12) month basis and for EA employees on a ten (10) month basis.

11.04 Where a payday falls on a Saturday, Sunday or holiday, salaries shall be paid on the business day immediately proceeding.

11.05 The salary, benefits and working conditions for any newly created union position, not presently covered by the scope of this Collective Agreement, shall be mutually agreed upon by the Board and the Union prior to the job posting.

ARTICLE 12 - WORKING CONDITIONS

12.01 The normal hours of work for full-time employees shall be - 6.0 hours/day for Educational Assistants - 7.0 hours per day for Professional Student Services Personnel. Part time employees shall be assigned appropriate hours of continuous work by the Principal/Supervisor.

12.02 Each full-time employee will be permitted a 15 minute rest period in the morning and a 15 minute rest period in the afternoon or such other form of rest period as is satisfactory to the employee and the supervisor.

12.03 Employees shall be entitled to a minimum unpaid lunch period of 40 continuous minutes, exclusive of travelling time between assignments, during which they shall be free from supervisory or other duties.

12.04 The Employer shall ensure that each employee has reasonable access to work areas, records, supplies and all other amenities necessary to the duties assigned.

12.05 Any Educational Assistant who works more than 30 hours per week shall be entitled to overtime at the rate of 1.5 times the regular hourly rate. No overtime shall be paid unless prior written approval is obtained from the Manager of Human Resources.

ARTICLE 13 - COMMON CONCERNS/PROFESSIONAL DEVELOPMENT COMMITTEE

13.01 The parties to this agreement shall form a Common Concerns/Professional Development Committee comprised of three members from each of the parties to meet every other month or whenever necessary at the call of the Committee to explore system concerns in an attempt to informally resolve any issues that may arise. The intent of the Committee is to serve the mutual needs of the Board and of the Union in order to facilitate the maintenance of a harmonious relationship between the two parties.

ARTICLE 14 - EMPLOYEE BENEFITS

14.01 The Board shall pay 100% of the cost and shall administer the employee benefits outlined below for all employees covered by this agreement subject to the following:

- a) A committee, appointed by the Bargaining Unit, will determine the benefit structure subject to the following: the total amount allocated by the Board to cover the cost of extended health care, dental plan and other benefits, shall be set at \$2,000.00 per employee per school year. The surplus from the 1999-2000 school year shall be

applied to the benefit cost and shall be used to offset any increase in benefit costs beyond \$2,000 for 2001-2002.

- b) As a condition of employment, all EA/PSSP employees employed by the Board shall be enrolled in the prevailing benefit plan including LTD. EA/PSSP employees in their last year, prior to retirement, may withdraw from the participation in the LTD plan. The LTD plan shall be fully paid by the employees.
- c) The Board agrees to deduct at source any required premium payments incurred by the employees.
- d) The Board shall provide to each member, an employee booklet describing the benefits available to all members of the Bargaining Unit.
- e) The Bargaining Unit shall be supplied with a copy of updated master contracts between the Board and the insuring companies.

14.02 Subject to the restrictions of the plan, employees receiving Long Term Disability Benefits shall be permitted to pay the full cost of any employee benefits in which they participated at the commencement of the Long Term Disability.

14.03 The amount of the employee's share of the refundable Employment Insurance Rebate shall be refunded to the Bargaining Unit by December 15th each year.

14.04 Survivor Benefits

14.04.01 In the event of the death of an employee, the surviving spouse and/or dependents shall be entitled to continue individual and/or family coverage of the benefits set out in 14.01 for a period of (1) one-year.

14.04.02 The Employer shall continue to cover 100% of the premium costs for each of the benefits selected by an employee's spouse and/or dependents in accordance with Article 14.01.

14.04.03 Coverage extended to the surviving spouse and/or dependents under Article 14.01 will be subject to the terms and conditions of the respective insurance plans.

14.05 The Board reserves the right to re-tender all or part of the above, but agrees that at least equivalent coverage will be provided.

14.06 An employee who has been granted an unpaid leave under the terms of the collective agreement shall have the right to continued participation in any of the benefit plans, provided the employee pays the total cost.

14.07 Benefits for employees who are laid off shall terminate at the end of the month following the date of lay-off, except for the months of July and August, unless the employee is not returning in September.

14.08 An employee who is laid off may continue to participate in one or more of the benefit plans, until the right of recall expires, provided the employee pays the total cost of such plans.

ARTICLE 15 - PENSION PLAN

15.1 All eligible employees must enroll in the Ontario Municipal Employees' Retirement Pension Plan (O.M.E.R.S) or the Teachers Pension Plan in accordance with the provisions of the plan upon employment with the Board.

15.02 For members of the former East Parry Sound Board, the mandatory enrolment date shall be September 1, 1998. Eligible employees have the option of applying for prior service credits. Any costs associated with the enrolment date and/or purchase of prior credits shall be the responsibility of the employee.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 All employees within the scope of this agreement shall be paid a normal day's pay at the regular rate for each of the following paid holidays.

New Year's Day

Victoria Day

Thanksgiving Day

Good Friday	Canada Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

- 16.02 In the event that any of the above mentioned paid holidays fall on the employee's regular day off, he/she shall be granted the day off with pay in lieu thereof on a day to be mutually agreed upon by the employee and the Board.
- 16.03 In the event that any of the above mentioned holidays fall on a Saturday or a Sunday, the day substituted by the Federal Government shall be observed.
- 16.04 When an employee is absent because of sickness other than on paid compensation (WSIB) such employee shall be paid for statutory holidays that occur during the time that the employee is entitled to and is receiving sick leave credit. However, such day shall be deducted from the employees sick leave credits.

ARTICLE 17 - VACATION PAY

- 17.01 Vacation pay shall apply only to Educational Assistants. PSSP vacation compensation is included in their salary and working hours.
- 17.02 Vacation pay for Educational Assistants is calculated on the basis of completed years of active service to June 30th of the current year. The vacation plan is pro-rated as required.
- Up to and including three (3) years of continuous active service - 4%
 4 years to 9 years of continuous active service - 6%
 10 or more years of continuous active service - 8%

17.03 Commencing September, 2001, vacation pay shall be paid in accordance with the following:

- 1) Earnings from September to the last school day before the Christmas Break – paid out during the normal pay period in December or January.
- 2) Earnings from January to March Break – paid out during the normal pay period after March Break.
- 3) March Break to end of June – paid out in the first pay period in June.

ARTICLE 18 - STAFFING

- 18.01 A staffing committee will meet by May 30 each year to review the staffing needs and placement of Educational Assistants for the following school year in accordance with the Collective Agreement. The committee will be comprised of three (3) representatives of the Union and three (3) representatives of the Board. The committee may extend the May 30 timeline to a later date if further financial information is required to assist the committee in its determination of staffing/transfers.
- 18.02 The Committee will endeavour to assign employees for September based on the needs of the system. Employees will be assigned positions within a family of schools (Appendix 1) and positions will not be posted.
- 18.03 The Committee shall be responsible for the review of the surplus placement and lay-off procedures of the Agreement and, if necessary, will recommend improvements to the procedures to their respective parties.
- 18.04 Educational Assistants declared surplus in one school shall be transferred to a vacant position within the same family of schools without posting. Should no position be available, an Educational Assistant with more seniority shall displace the most junior full-time or part-time Educational Assistant within his/her current geographic area provided the senior employee has the ability and qualifications to perform the job.
- 18.05 Where there is no position within their current geographic area, Educational Assistants may displace the most Junior full-time or part-time Educational Assistant within the Board provided the senior employee has the ability and qualification to perform the job.
- 18.06 Surplus employees have the right to waive their right to displace a junior employee and may accept the lay-off.

Such employees shall be placed on the recall list in accordance with Article 20.

- 18.07 Educational Assistants who are assigned to a new position or are declared redundant to the needs of the system and placed on the recall list shall be notified in writing by June 10 by the Manager of Human Resources. Copies of such notifications shall be forwarded to the President of the bargaining unit.
- 18.08 Educational Assistants who accept positions outside of their geographic area have the right to return to a position for which they have the qualification and ability to perform the job within their original geographic area for a period of up to two (2) school years. Conditional upon the following: The employee may choose to refuse return on the first available position. If the employee refuses a second request to transfer, then the employee forfeits any further rights to return to his/her original area.
- 18.09 The Board will notify all Education Assistants by the last working day in June of their school placements for the following September.
- 18.10 Employee Requested Transfers and Exchange
 - 18.10.01 A mutually agreeable transfer may be arranged for any reason or at any date acceptable to the employee and Board. The employee wishing to transfer must submit in writing a letter indicating where the employee wishes to be transferred. The letter should indicate any information that would assist the Manager of Human Resources to facilitate this process. The Board shall facilitate this process during the month of April or during the Staffing Committee meeting(s).
 - 18.10.02 Employees shall submit requests for year-end transfers before April 15. These transfer requests may be conditional (specifying the municipality, family of schools and/or the school desired) or may be unconditional. Conditional transfers must meet with the stipulated conditions indicated by the EA/PSSP member or the transfer can be declined by that member.
 - 18.10.03 The employees shall be informed of the proposed transfer as soon as possible, and no later than the last working day in June. Any EA/PSSP member declared surplus will not be considered for a transfer or exchange until that member has been placed in a work site for the following year by the Staffing Committee.

ARTICLE 19 - POSTING OF VACANCIES

- 19.01 When the Board determines that a vacancy exists within the coverage of this agreement, the Board shall post the position in all work locations for seven (7) working days during which time regular employees will have the opportunity to apply.
- 19.02 The posting shall contain the following information: classification, location, qualifications, required knowledge/education or skills and rate of pay.
- 19.03 Vacancies shall be filled on the basis of seniority in the bargaining unit provided that the senior applicant possesses the skill and qualifications to perform the job.
- 19.04 The Board may fill the position temporarily while the notice is posted, pending filling of the position permanently.
- 19.05 The Board agrees to notify the Local President of OSSTF in writing of the name of the successful applicant as soon as possible after the appointment is made.
- 19.06 During the summer months, employees may call a dedicated extension to inquire about job vacancies. These vacancies shall be updated on a weekly basis. If interested in such positions, the employee may fax their application through the Board Office to the North Bay Head Office at no cost to the employee.

Postings will be frozen no later than July 31st. Any vacancies after the postings are frozen will be filled through the re-call process as per Article 20.08. Once the recall process is complete, the internal posting process will resume.

ARTICLE 20 - SENIORITY, LAY-OFF, RECALL, and TRANSFERS

- 20.01 The Board shall maintain a seniority list of all full-time and part-time employees of the bargaining unit. Seniority shall mean any employee's continuous service with the Board measured from the first day worked. When addressing seniority issues, all ties shall be broken based on the following criteria in order:
- 20.01.01 Continuous service with the Board since the date of last hiring measured from the first day worked.
- 20.01.02 Total non-continuous years of service with the Board.
- 20.01.03 By lot in the presence of the bargaining unit President (or designate) by placing in a hat the names of all members who are tied. The Manager of Human Resources will draw the names. The first name drawn is to be most senior, and so on, until the names of all persons tied have been drawn.
- 20.02 A list showing the seniority of all employees and their job classifications shall be forwarded by the Manager of Human Resources to be posted in each work place by January 10 and brought up to date once yearly. Any questions related to the accuracy of the seniority list must be submitted in writing within thirty (30) working days of the posting, following which the dates will be considered to be correct. Copies of the seniority list will be supplied to the Union.
- 20.03 New employees shall serve a probationary period of five (5) calendar months after which their continuous service shall date back to the first day worked.
- 20.04 An employee who is absent from work due to an approved leave of absence shall continue to accumulate seniority during the period of such absence.
- 20.05 Seniority will be considered to have been terminated when an employee:
- (i) Resigns or retires;
 - (ii) Is discharged and is not re-instated;
 - (iii) Fails to return to work upon being recalled in accordance with the provisions of this agreement;
 - (iv) Is laid off beyond the period during which the employee was entitled to be recalled.
- 20.06 Lay-off
- 20.06.01 In the event of lay-off, the Board shall lay off employees in the reverse order of their seniority.
- 20.06.02 A surplus employee will be entitled to bump according to the following :
- a) The employee may bump the least senior employee in any school within their family of schools, provided the person being bumped is the least senior and is below them on the seniority list, or
 - b) The employee may choose to bump an employee with less seniority than themselves outside the family of school, provided the person being bumped is the least senior in the school and is below them on the seniority list.
- 20.06.03 The laid-off employee must exercise displacing rights, within three (3) working days from the date of notification of lay-off. Displacing rights shall be limited to positions within a family of schools unless the employee chooses to relocate or commute to another family of schools.
- 20.06.04 Subject to seniority, PSSP employees who have changed positions or job classifications under this article shall have the right to reinstatement in their former position or classification if such becomes available within two (2) years from the date of accepting the new position.
- 20.07 The Board shall notify the bargaining unit of lay-off within five (5) working days of the Board having made a decision to lay-off. Unless The Employment Standards Act is more favourable to the employees, the Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this sub-article, the employee shall be paid the days for which work was not made available.

20.08 Recall

- 20.08.01 Employees shall be recalled in accordance with their seniority ranking provided they have the ability and qualifications to perform the work.
- 20.08.02 Notice of recall shall be made by phone call followed by Priority Post with signature to the last known address. It shall be the employee's responsibility to notify the Board of any changes in phone number and/or address including summer information.
- 20.08.03 The employee must indicate intentions to return to work within three (3) working days of receiving recall notice.
- 20.09 Seniority and right of recall shall be maintained for a period of two (2) years from the date of layoff.
- 20.10 No new employees will be hired until those employees laid off have been given the opportunity of recall.
- 20.11 Employees who were part-time at the time of lay-off shall be recalled to part-time positions only, as long as there are full-time employees with recall rights and greater seniority.
- 20.12 An employee previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.
- 20.13 Employees have the right to refuse an assignment if that assignment is outside their family of school without losing the right of recall.
- 20.14 Benefits will not accrue during lay-off periods. However, benefits will be paid to the end of the month in which the employee is laid off.

ARTICLE 21 - CUMULATIVE SICK LEAVE

- 21.01 A sick leave credit system is hereby established for every employee of the bargaining unit. The administration of the system shall be vested in the Superintendent of Business.
 - 21.01.02 The Superintendent of Business shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power to allow or disallow any sick leave credit or deduction therefrom.
 - 21.01.03 The Superintendent of Business shall keep a record of the accumulated credits and the deductions therefrom.
- 21.02.01 An employee shall be entitled to sick leave credits at the rate of two (2) days for each active month of employment at the beginning of each school year. Total accumulation shall be 20 days per year for EA/PSSP employees. The employee shall be credited annually with 100% of the unused portion of the sick leave days. Employees who are on Board approved secondment to other employers and Federation Leave shall accumulate sick leave at the rate specified in Article 21.
 - 21.2.2 For part-time employees and employees commencing employment after September 1, the sick leave allowance shall be pro-rated.
- 21.03.01 At the commencement of employment, or at the beginning of each working year, the employee's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month. Accumulated sick leave credits shall not exceed 250.
 - (i) Members of the NNDSB who have accumulated more than 250 days as of September 1, 1999 shall have their sick leave days capped at the total number of days on that date. However, if through usage of sick leave days after September 1, 1999 the number falls below 250, that member shall subsequently be capped at 250.
- 21.03.02 By the first regular pay date in October each employee shall receive a statement indicating the accumulated sick leave credits to June 30th of the previous school year.

- 21.04.01 When an employee is absent due to illness, the Board may require the employee to submit a certificate from a qualified medical or dental practitioner of the Board's choice. The cost of such a certificate shall be paid by the Board.
- 21.04.02 An employee on extended sick leave shall have his/her Board Benefit contributions paid for 90 calendar days. At this time the employee may choose to pay the full cost of benefits or elect to cancel benefits.
- 21.04.03 Absence due to pregnancy/parental leave is excluded from this plan, however, illness due to pregnancy can be covered by this plan.
- 21.04.04 If an employee submits a resignation effective earlier than the last day of the working year, deduction shall be made from the employee's sick leave credits for the remaining months of the year at the rate of two (2) days per month for full-time employees and the prorated ratio for part-time employees.

ARTICLE 22 - SHORT-TERM LEAVES

- 22.01 A leave of absence requested by the employee for any of the following reasons shall be granted by the employee's immediate Supervisor and shall be with pay and without loss of sick leave:
 - 22.01.01 Where an employee is writing examinations and;
 - (1) the examination is written in conjunction with improvement of professional standing, and the examination is written during school hours, or
 - (2) the examination is written outside school hours, but travel time during school hours is necessary to reasonably arrive at the examination location.
 - 22.01.02 Where an employee is attending his/her own graduation exercises or the graduation of his/her spouse, son, daughter or parent (grade 8, secondary, post-secondary) and;
 - (1) the exercise occurs during school hours, or
 - (2) the exercise occurs outside school hours, but travel time during school hours is necessary to reasonably arrive at the graduation location.
 - 22.01.03 For absence occasioned by the birth or adoption of a son/daughter, a leave of absence not exceeding one day.
 - 22.01.04 Where an employee is attending the funeral of a member of the family:
 - (i) In the case of immediate family as defined below, a leave of absence up to a maximum of five (5) days.
 - (ii) In the case of a member outside the immediate family as defined below, or a friend, one (1) day.

Definition of Immediate Family: Parent, parent-in-law, spouse as defined in Section 1 of the Family Law, child, brother, sister, and grandparent and grandchild. However, there may be other exceptional situations. In such cases, the employee may be granted leave, subject to the approval of the Manager of Human Resources.
 - 22.01.05 A leave may be granted, at the discretion of the Manager of Human Resources or designate without deduction of salary or sick leave credit for illness or medical appointments for a member of the immediate family as a result of which the employee is required to be away from work. Such leave shall be limited to a maximum of three (3) days in a school year. Immediate family, in this case, shall be limited to son, daughter, spouse, mother or father. It is to be established that every reasonable effort has been made to take care of the situation by other means. Extra time will be allowed wherever overnight travel is necessary.
 - 22.01.06 Where an employee is absent due to quarantine by order of the Medical authorities;
 - 22.1.7 Where an employee is absent from duty by reasons of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the employee pays the Board any fee, exclusive of travelling allowance and living expenses that he/she receives as a juror or witness.

22.02 Under the Worker's Compensation Act the Board shall provide protection for the employees by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under the cumulative sick leave plan the Board will augment the compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the employee shall receive only the compensation award.

ARTICLE 23 - PREGNANCY AND PARENTAL LEAVE

23.01 This Article shall be in accordance with the Employment Standards Act Part XI. Nothing in this Article shall remove from the employee any entitlement under the Act or the collective agreement.

23.02.01 A Pregnancy Leave means a leave of absence under subsection 35 (1) of the Employment Standards Act.

23.02.02 A pregnant employee who started employment with the Board at least thirteen (13) weeks before the expected birth date is entitled to Pregnancy Leave.

23.02.03 The employee may begin pregnancy leave no earlier than 17 weeks before the expected birth date.

23.02.04 The employee must give the Board;

- at least two (2) weeks written notice of the date the leave is to begin;
- a certificate from a legally qualified medical practitioner stating the expected birth date.

23.02.05 Article 23.02.04 does not apply when an employee stops working due to complications caused by pregnancy, or because of birth, stillbirth or miscarriage that happens earlier than the employee was expected to give birth. In such case the employee shall, within two (2) weeks of stopping work, give the Board:

- (i) written notice of the date the pregnancy leave began or is expected to begin, and
- (ii) a certificate from a legally qualified medical practitioner that
 - (a) states, in the case of an employee who stops working because of complications caused by her pregnancy, the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - (b) states, in any other case, the date of the birth, stillbirth or miscarriage and the date the employee was expected to give birth.

23.02.06 The Pregnancy Leave ends:

- (i) for an employee who is entitled to take parental leave seventeen (17) weeks after the leave began, or
- (ii) for, an employee who is not entitled to take parental leave, the later of the day that is seventeen (17) weeks after the leave began or the day that is six (6) weeks after the birth, stillbirth or miscarriage, or
- (iii) at an earlier day than provided for in (i) or (ii) if the employee gives the Board at least four (4) weeks written notice of that day.

23.03 Short-term Parental Leave

23.03.01 A Short-term Parental Leave means leave taken for the purposes of caring for or adopting a child. This leave shall be equivalent to "Parental Leave" as defined in subsection 36(1) of the Employment Standards Act Part XI.

23.03.02 An employee who had been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to Short-term Parental Leave following:

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

23.03.03 Short-term Parental Leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the employee for the first time with the exception as noted in 23.03.06.

23.03.04 For an employee who has taken pregnancy leave, Short-term Parental Leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the employee for the first time.

23.03.05 The employee must give the Board at least two (2) weeks written notice of the date the Short-term Parental Leave is to begin, with the exception as noted in 23.03.06.

23.03.06 In the event that the child comes into custody, care and control of the employee for the first time sooner than expected, the Short-term Parental Leave begins the day the employee stops working. The employee must give the Board written notice of the wish to take Short-term Parental Leave within two (2) weeks of stopping work.

23.03.07 Short-term Parental Leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

23.04 Change of Notice to Begin or End Pregnancy/Short-term Parental Leave

23.04.01 An employee who has given notice to begin Pregnancy Leave or Short-term Parental Leave may change the commencement of the leave:

- (i) to an earlier date if the employee gives the Board at least two (2) weeks written notice before the earlier date, or
- (ii) to a later date if the employee gives the Board at least two (2) weeks written notice before the date leave was to begin.

23.04.02 An employee who has given notice to end leave may change the date of return to work:

- (i) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date; or
- (ii) to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

23.05 Supplementary Employment Benefit Plan (SEB Plan) Effective January 1, 1999

During a period of Pregnancy Leave or Short-term Parental Leave involving the adoption of a child who has not attained school age, payments made according to the SEB Plan will consist of the following:

23.05.01 The Board will pay 95% of the employee's regular salary during the first two (2) weeks of Pregnancy or Short term Parental leave but not both.

23.5.2 During this leave, the employee shall receive 95% of full pay minus employment Insurance Pregnancy or Parental benefits. In the case of Pregnancy Leave this top up amount will be for the next 15 weeks. For Short-term Parental leave this top up amount shall be for the next 10 weeks. An employee is entitled to top up for either Pregnancy or Short-term parental leave but not both. The combined weekly level of Employment Insurance benefits, SEB payments and other earnings shall not exceed 95% of the employees full salary.

23.05.03 While on Pregnancy/Short-term Parental Leave, the Board shall continue to pay its portion of all employee benefits in which the employee is participating at the commencement of the leave. The Board shall also arrange for the employee's portion of these benefits unless the employee elects, in writing, not to do so.

23.05.04 The employee must apply for Employment Insurance benefits before 95% of salary becomes payable.

23.05.05 No monies will be paid to an employee who is not entitled to Employment Insurance benefits or who is excluded from said benefits. Monies owing will only be paid once the Board has been assured that the employee has applied for Employment Insurance benefits and is entitled to said benefits. The only exceptions are:

- (i) serving the Employment Insurance waiting period;

- (ii) Employment Insurance benefits entitlement have been exhausted;
- (iii) insufficient insurable weeks to qualify for Employment Insurance.

- 23.05.06 Employees do not have a right to SEB payments except for supplementation of Employment Insurance benefits during the unemployment period as specified in the plan.
- 23.05.07 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 SEB Plan.
- 23.06 An employee on Pregnancy/Short-term Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the employee been actively employed.
- 23.07.01 An employee returning from Pregnancy/Short-term Parental Leave to active employment shall be reinstated to the position held prior to leave, unless the Board offers an alternate position acceptable to the employee.
- 23.07.02 Notwithstanding this provision, the employee is subject to Article 20.
- 23.08 Extended Parental Leave
- 23.08.01 Parental Leave may be extended up to two years subject to the approval of the Director of Education.
- 23.08.02 When the duration specified for an extended leave is two working years or less:
- no sick leave time shall accumulate but when the employee returns to the Board from leave, the employee shall be credited with the same number of accumulated sick leave days that the employee had before going on leave.
 - notwithstanding Article 20, upon returning from extended Parental Leave, the employee shall be assigned to a comparable position.
 - the employee on extended Parental Leave shall accumulate seniority for the period of the leave.
- 23.08.03 An employee shall be allowed to prepay the full cost of any employee benefits participated in at the commencement of leave.

ARTICLE 24 - LEAVE OF ABSENCE WITHOUT PAY

- 24.01 An employee may request approval for absence without pay for personal reasons. Such request must be made in writing to the Manager of Human Resources as far in advance as possible unless extenuating circumstances preclude proper notice in which case a letter outlining details is to be forwarded to the Manager of Human Resources as soon as possible.

ARTICLE 25 - DEFERRED SALARY LEAVE PLAN (DSLPL)

- 25.01 The DSLPL will afford employees the opportunity to take a one (1) year leave of absence, financed through the deferral of salary.
- 25.02 Any employee who has at least two (2) years of service is eligible to participate in the DSLPL.
- 25.03 An employee shall make written application to the Manager of Human Resources on or before March 1 of the school year prior to that in which the DSLPL is to commence, requesting approval for participation in the DSLPL and specifying the desired deferral.
- 25.04 Written acceptance, denial, or suggested modifications to the request, with explanation, shall be forwarded to the employee on, or before May 15 of the school year in which the request is made.
- 25.05 The DSLPL shall be from four (4) to seven (7) years in length including the year of the leave. The leave shall be taken in the last year of the plan.

25.06 Payment Formulas and Retention of Deferred Salary

- 25.06.01 In each year of the DSLP preceding the leave, an employee will be paid a reduced percentage of salary.
- 25.06.02 The remaining percentage of annual salary (maximum 33.33 percent) shall be placed in an individual trust account in an investment mutually agreeable to the employee and the Board.
- 25.06.03 The interest earned annually shall be kept separate from the deferred salary and reported in the year earned in accordance with the requirements of Revenue Canada. The employee shall receive twice-yearly statements showing the total deferred salary plus accumulated interest.
- 25.06.04 The deferred salary shall be paid to the employee in the year of leave, in the same manner as his/her salary would be or in a manner mutually agreeable to the employee and the Board. Interest accrued prior to the leave shall be paid in a lump sum.
- 25.06.05 Interest accrued during the year of the leave shall be paid to the employee in the year it is earned.
- 25.07 Subject to article 25.08, the employee shall be entitled to the same benefits; allowances, vacation, working experience credit and seniority as when not enrolled in the plan.
- 25.08 During the period of leave, seniority will continue to accrue. Long term disability coverage shall be based on the salary the employee would have received had there not been a leave. Allowances shall not be paid and sick leave credits shall not be credited to the employee's account during the year of leave.
- ## 25.09 Withdrawal
- 25.09.01 An employee may withdraw from the DSLP anytime up to March 1 of the school year before in which the leave is to be taken.
- 25.09.02 Upon withdrawal from the DSLP, the employee shall be paid the total amount of salary deferred, plus interest accrued at the date of withdrawal in a lump sum within thirty (30) days of withdrawal or in a manner mutually satisfactory to the employee and the Board.
- 25.10 On return from the leave to active employment, the employee shall be reinstated to the position held prior to leave, unless the Board offers an alternate position acceptable to the employee.
- 25.11 Should a member die while participating in the DSLP, the total salary deferred plus interest accrued at the time of death shall be paid to a designated beneficiary or the estate within thirty (30) days of being notified by the executor or executrix of the estate.
- 25.12 The DSLP shall be subject to the Regulations under the Income Tax Act.

ARTICLE 26 - SEVERANCE ALLOWANCES

26.01 Termination Notice

- 26.01.01 An employee who is terminated for a reason other than just cause shall receive a notice in accordance with the Employment Standards Act.

26.02 Retirement Allowance Retirement Allowance

- 26.02.01 An employee who meets the requirements below will qualify for a Retirement Gratuity based on the number of accumulated sick leave days and the number of years of service in accordance with the following formula:

$$G + [Y / 20] X [N / 200] X [S / 2]$$

Where:

G = value of gratuity

Y = number of years of service with the Near North District School Board and its predecessor Boards (maximum of 20)

N = number of accumulative sick leave days earned with the Near North District School Board and its predecessor Boards (maximum of 200)

S = annual salary

26.02.02 The retirement allowance may not exceed 50% of the annual salary at the time of retirement.

26.2.3 To qualify for a gratuity, an employee must have a minimum of twelve (12) years of service with the Board and be eligible for a pension and be at least fifty (50) years of age.

26.02.04 Payment of the Retirement Gratuity shall be made on the following basis: Notice of retirement must be received by April 30, in order to receive retirement gratuity in September or such other date as the employee requests provided it is in the next budget year (budget year September to August 31).

26.02.05 If retirement notice is not received prior to April 30 the gratuity payment will be postponed for 14 months following receipt of notice.

26.02.06 A retirement gratuity shall be paid to the estate of the employee who qualifies for a gratuity under Article 26.02.03 if the employee dies while in the employment of the Board. The gratuity shall be calculated in accordance with this collective agreement on the date of the employee's death.

ARTICLE 27 - PROFESSIONAL DEVELOPMENT

27.01 It is the Board's belief that professional Development should be linked to Ministry of Education initiatives, Board initiatives and projects and school program initiatives.

27.02 It is the Board's intention to set aside a sum of money from the Professional Development envelope to address system and individual needs.

27.03 A joint Common Concerns /Professional Development Committee will be developed to allocate funds as noted in 27.02 based on criteria to be set by a joint Common Concerns /Professional Development Committee.

27.04 An employee shall, upon request and approval of his/her immediate Supervisor, have access to the Board's in-service programs on a voluntary basis.

27.05 One of the Professional Activity days will be designated as the professional activity day common to both panels for all EA/PSSP employees. The PSSP employees will continue with their regular duties on all other days designated as Professional Activity Days by the Board.

27.06 Where the Board requests that an employee take a course, all expenses, including registration, transportation, accommodation and meals while taking the course shall be paid by the Board. Where the course is delivered during the normal working hours of the employee, there shall be no loss of pay.

27.07 The Board shall have an administrative guideline and procedures for evaluations. Any such administrative guideline or a revision to an existing policy, shall be developed in consultation with the Union. Employees shall only be evaluated in accordance with these administrative guidelines /procedures.

ARTICLE 28 - VEHICLE ALLOWANCE

28.01 An itinerant employee required to use their own vehicle on Board business or where an employee is assigned by the Board to work at two separate locations during the day shall be reimbursed for such travel at the Board's kilometer rate.

28.02 An itinerant employee shall have one work location designated as home location of record.

28.03 An itinerant employee's travel time shall be included in the normal working day if the employee has been assigned by the Board to work in more than one (1) location.

ARTICLE 29 - PERSONNEL FILES

- 29.01 The only recognized file of an employee shall be maintained in the Human Resources Department of the Employer and shall be available and open to the employee for inspection in the presence of a Authorized Human Resources staff member. Requests to view files must be arranged in advance.
- 29.02 An employee shall be entitled, upon request to copies of any materials contained in the employee's personnel file.
- 29.03 Where an employee authorizes in writing access to his/her personnel file by another person acting on the employee's behalf, the Employer shall provide such access, as well as copies of material contained therein, if also authorized and requested.
- 29.04 Employees shall receive copies of any materials placed in their personnel files.
- 29.05 An employee shall be entitled to append notices of corrections or inaccuracies to documents within the file which, in the employee's view, possess errors or inaccuracies.
- 29.06 No later than four (4) years after the date of issue, or less at the discretion of the Manager of Human Resources, any disciplinary documents or adverse job-related correspondence contained in an employee's personnel file shall be removed, unless further disciplinary action has occurred for the same or similar offense within that period. This does not apply to documents or correspondence, which the Board is required to retain by law. These will be kept in a sealed envelope in the personnel file and will only be opened when the Board is required by law to open them.

ARTICLE 30 - GRIEVANCE PROCEDURE

30.01 Definition

30.01.01 A grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.

30.01.02 A grievor shall be defined as:

- (i) the bargaining unit
- (ii) the Board.

30.01.03 A Statement of Grievance shall be in writing and shall include the name of the employee, if applicable, and shall state the facts giving rise to the grievance. It shall identify the provisions of this agreement alleged to have been violated, shall state the grievor's contentions with respect to these provisions, and shall indicate the specific relief requested.

30.02 A representative of OSSTF shall be present to assist the employee at any stage of this grievance and arbitration procedure.

30.03.01 If an employee, with the concurrence of the bargaining unit wishes to initiate a complaint the procedure will start at Step 1. If the grievor is the bargaining unit, the procedure may begin at Step 1 or Step 2 (i). If the grievor is the Board, the procedure will begin at **Step 3**.

30.03.02 Step 1

- (i) The employee and the bargaining unit representative will discuss the complaint with the appropriate Principal/Supervisor.
- (ii) The Principal/Supervisor shall attempt to resolve the matter informally within five (5) school days of the initial discussion. The Principal/Supervisor shall answer the complaint in writing.
- (iii) If the reply of the Principal/Supervisor is not acceptable to the bargaining unit, the bargaining unit may, within ten (10) school days, refer the complaint to the Manager of Human Resources or designate.

30.03.03 Step 2

- (i) The Manager of Human Resources or designate shall attempt to resolve the grievance within ten (10) school days of referral. Failing settlement within the ten (10) school days mentioned the Manager of Human Resources or designate shall immediately advise the grievor to prepare a Statement of Grievance.
- (ii) Within ten (10) school days of this advice the grievor shall send copies of the Statement of Grievance to the Superintendent of Business or designate and the bargaining unit.

30.03.04 Step 3

- (i) The Superintendent of Business or designate shall attempt to resolve the grievance within twenty (20) school days of the receipt of the Statement of Grievance.
- (ii) Failing settlement of the grievance within the twenty (20) school days, either party may proceed to Step 4.

30.03.05 Step 4

- (i) If the grievance is not deemed settled on the basis of the answer in Step 3, either party, shall within fifteen (15) school days of the receipt of the answer given in Step 3, notify the Superintendent of Business in writing of its desire to submit the grievance to arbitration.
- (ii) The parties shall attempt to name an arbitrator. If the parties cannot name an arbitrator within ten (10) school days, they shall apply to the Ontario Labour Relations Board to appoint an arbitrator.
- (iii) The decision of the arbitrator shall be binding on all parties.

30.03.06 The cost of the arbitrator under Article 30.03.05 shall be shared equally by the Board and the bargaining unit.

30.03.07 Time limits established in this article may be extended by mutual agreement. Such agreement is specific to a particular grievance, and shall not be used as precedent in other grievances.

30.03.08 If either party fails to meet any of the stipulated time limits, the non-defaulting party, if the grievor, shall have the right to proceed to the next step, and if the non-defaulting party is not the grievor, the grievance shall be deemed to be dismissed.

30.04 When a dispute arises where the Board is the grievor, the dispute may be referred directly to the Grievance Officer of the Bargaining Unit. If there is no resolution to the dispute within ten (10) school days, the Board may initiate a grievance under Step 3 provided such reference is made within twenty (20) school days of the occurrence giving rise to the complaint. Failing settlement of the grievance within the twenty (20) school days, the Board may proceed to Step 4.

30.05 Grievance Mediation

30.05.01 At any stage in the grievance procedure, the parties by mutual consent, in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

30.05.02 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 were frozen.

30.06.01 Parties have the right to be protected from repetitious grievances, which concern similar matters. Such grievances may be collected and considered together as one grievance. Should mutual consent to this grouping not be forthcoming the grouping shall be the first issue submitted to arbitration.

30.06.02 No action of any kind shall be taken against any person because of participation in the grievance or arbitration procedures under this agreement. The fact that a grievance is raised by a member of the bargaining unit, regardless of the ultimate disposition, shall not be recorded in the employee's file, or in any file or record utilized in the promotion process. Such fact shall not be used in any recommendation for transfer.

ARTICLE 31 - PRINTING OF COLLECTIVE AGREEMENT

31.01 The Board shall provide each member of the bargaining unit with a copy of this collective agreement, in booklet form, within thirty (30) days of the signing of the agreement, or acceptance of employment. The parties agree to share equally the costs of the printing of the booklets.

ARTICLE 32 - SIGNATURES

32.01 In witness hereof:

The Memorandum of Agreement is made in triplicate this ____ day of November , 2001.

Near North District School Board

Ontario Secondary School Teachers' Federation

Chair of the Board

President of O.S.S.T.F. EA/PSSP

Secretary of the Board

Secretary of EA/PSSP

Chief Negotiator (Board)

Chief Negotiator (O.S.S.T.F.)

APPENDIX 1 - FAMILY OF SCHOOLS

North Bay Area

- | | |
|--|---|
| 1. Chippewa Secondary
Centennial
Dr. Carruthers
King George
Pinewood Public
Laurentian
Custody Residence
Dr. MacDougall | 3. Widdifield Secondary
E.T. Carmichael
E.W. Norman
J.W. Trusler
Phelps
Vincent Massey
W.J. Fricker |
| 2. West Ferris Secondary
Sunset
Ferris Glen
Marshall Park
Silver Birches
Tweedsmuir
Detention Ctr. | 4. Northern Secondary
Frank Casey |
| | 5. F. J. McElligott, Secondary
Mattawa |

South River Area

- | | |
|---|----------------------|
| 1. Almaguin Secondary
Chisholm
Land of Lakes
Magnetawan
M.A. Wittick
Powassan Jr.
South River
Sundridge
Trout Creek
Mapleridge | 2. Argyle |
| | 3. Evergreen Heights |
| | 4. M.T. Davidson |
| | 5. South Shore |

Parry Sound Area

- | | |
|--|---------------|
| 1. Parry Sound High School
Humphrey
McDougall
Nobel
Victory School
Wm. Beatty | 2. Britt |
| | 3. Mactier |
| | 4. Whitestone |

MEMORANDUM OF AGREEMENT

This memorandum is to acknowledge the understanding between the parties to the Collective Agreement which governs its implementation (September 1, 2001 - August 31, 2002).

- 1. The two red circled PSSP employees referred to in Article 11.02.02 (ii) are the Communications Disorders Resource Person (Cathie Hawkins) and the Child Development Counsellor (Leah Ferron).**
- 2. One EA employee (Kevin Allison) shall be red circled at the 10% vacation pay rate (higher than the amounts stated in Article 17.02).**

Near North District School Board

President OSSTF EA/PSSP

LETTER OF UNDERSTANDING

RE: Louise Maughan

Letter of Understanding

Between The Near North District School Board

And

District 4 OSSTF Near North

1. Extraordinary Accommodation of Special Needs Students and E.A.s and School Closures

The parties agree to refer extraordinary accommodation of special needs students to the Staffing Committee referenced in Article 18. Such an extraordinary accommodation is primarily for, but not limited to, a situation where in the opinion of the Board a student's special needs would be best served by continuing to have the specific E.A. assigned to the student in the event that the student moves schools. The Committee shall attempt to develop a process that addresses these extraordinary accommodations subject to the approval of their respective parties.

2. School Closures

In the event that the Board closes schools, the parties agree that the Staffing Committee shall meet as soon as possible after the closure(s) are approved.

Near North District School Board

President OSSTF EA/PSSP

Letter of Understanding

Between The Near North District School Board

And

District 4 OSSTF Near North

Re: JOB SECURITY

No employee shall lose a job or suffer a reduction in hours of work due to work being assigned to persons outside the bargaining unit.

This Letter of Understanding expires on **August 30, 2002**.

The terms of this letter shall be subject to the grievance/arbitration procedure.

Near North District School Board

President OSSTF EA/PSSP