

Between

The Near North District School Board
(hereinafter referred to as the "Board" or "Employer")

and

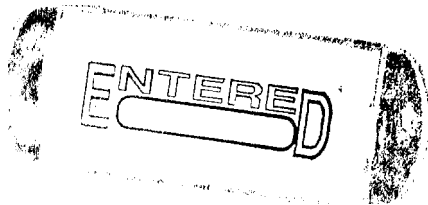
The Ontario Secondary School Teacher's Federation
(hereinafter referred to as "OSSTF" or "Union")

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, 2005 to August 31, 2008



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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 grievances 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, and students employed during the school vacation periods or students placed in schools to complete work placement or co-op placements. Prior to posting any positions that are not 0.5 FTE or 1.0 FTE, the Bargaining Unit shall be consulted. Such consultation shall include surplus, bumping and recall procedures.
- 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 The Board recognizes the right of OSSTF to authorize the EA/PSSP Bargaining Unit to act as an agent of OSSTF and both parties recognize the right to have other advisors, agents, counsel, solicitors or duly authorized representative in all matters relating to the negotiation, interpretation, administration and application of this Agreement on behalf of all persons covered by this Agreement.
- 2.04 The Board recognizes that all Member/Employees in Levels 3, 4 and 5 referenced in Article 11.02 are required to be members in good standing 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 implementation of programs planned by the teacher or Supervisor.
- 3.01.02 A full-time EA shall normally work thirty (30) hours per five (5) day week at the rate of six (6) hours per day. EAs shall work and be paid 192 days per year.
- 3.02.01 Professional Student Services Personnel (hereinafter referred to as PSSP) means, Psychologists, Psychological Associates, Psychometrists, Speech-Language Pathologists, Communication Disorder Resource Persons, Communicative Disorders Assistants, Attendance Counsellors, Child Development Counsellors and Behaviour

Counsellors employed by the Board.

- 3.02.02 PSSP Members/Employees shall normally 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 system PD days.
- 3.03 The term “probationary employee” refers to a member/Employee within the Bargaining Unit who has not completed three (3) calendar months of service from date of hire.
- 3.04
- i) A temporary employee is an employee hired on a temporary basis: for special projects or during periods of heavy workload; in cases of emergency; that do not extend beyond ninety (90) consecutive working days; or for replacement of Members/Employees on leave of absence that does not extend beyond one calendar year. Any temporary job that the Board ought reasonably to know will extend beyond ninety (90) days shall be posted.
 - ii) Temporary employees will not be employed by the Board while there are qualified Union Members on layoff and they will be paid the temporary rate as determined by the Board.
 - iii) Once the conditions of Article 22.10.01 have been met, part-time Members/Employees shall be given first consideration to work increased hours on a temporary basis to cover absences as per Article 3.04 i) and be paid the temporary rate as determined by the Board, provided this does not impair their ability to perform the responsibilities of their permanent position. For a part-time Member/Employee, salary, sick leave credits, and any other entitlements that are not specified in other provisions of this Collective Agreement shall be prorated in the ratio that the part-time Member’s/Employee’s assignment, excluding the temporary assignment, bears to a full-time assignment as defined in Article 3.01.02.
 - iv) Permanent Members/Employees may apply for temporary postings provided the period of the appointment is not less than one year. Exceptions by mutual consent of the Union and the Board may be considered on a without prejudice basis for a temporary posting for a period of less than one year. While in the temporary position the permanent Member/Employee shall remain a Member of the Union. The permanent Member/Employee will return to their position previously held unless the Board offers an alternate position acceptable to the Member/Employee.
- 3.05 Member means a Member of the OSSTF District 4 EA/PSSP Bargaining Unit.
- 3.06 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.
- 3.07 The Board shall mean the Near North District School Board or its predecessor Boards, unless otherwise indicated.

3.08 A part-time EA Member/Employee is any regularly scheduled Member/Employee who works fewer than thirty (30) hours but no less than fifteen (15) hour per week. A part-time PSSP is any regularly scheduled Member/Employee who works fewer than thirty-five (35) hours but no less than seventeen and one half (17.5) hours per week. The hours worked shall be determined by the hours/FTE in the job posting as per Article 19.02.

3.09 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, 2005 and shall continue in full 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, 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 *Ontario 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 as amended from time to time.

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 Members/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 - JUST CAUSE

- 7.01 No Member/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 Members/Employees.
- 7.02 The Board recognizes the right of OSSTF to represent a Member/Employee at any meeting where the conduct or competence of the Member/Employee is being discussed. Administration, including Principals or Vice-Principals, must inform the Member/Employee of the right to OSSTF representation prior to the meeting. If the Member/Employee elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present.

ARTICLE 8 - NO DISCRIMINATION

- 8.01 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 9 - REPRESENTATION AND UNION LEAVES

- 9.01 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 a current Staff Directory.
- 9.02 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.
- 9.03 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 Members/Employees may be absent at any one time. The request of the Union shall be made to the Manager of Human Resources in a timely fashion. In addition to the above, the President of the Bargaining Unit, will be granted release as requested. The Bargaining Unit agrees to reimburse the Board for the actual cost of the Member's/Employee's release.
- 9.04 Appropriate replacements, where necessary, shall be hired by the Employer for the Member/Employee on Union leave, should the Member/Employee be an EA Member/Employee.
- 9.05 Members/Employees 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.

- 9.06 Union leave shall be granted to Members/Employees 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 9.03.
- 9.07 The Board shall grant a leave of absence to a Member/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 Member/Employee's total salary and other benefits. The Member/Employee shall continue to accumulate seniority during the period of leave.

ARTICLE 10 - UNION MEMBERSHIP & DUES & CHECK-OFF

- 10.01 All current and future Members/Employees shall, as a condition of employment, be Members of the Union and be required to pay bi-weekly Union dues and/or local levies chargeable by the Union or the Bargaining Unit.
- 10.02 The Board agrees to deduct from Members'/Employees' wages, bi-weekly 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 Members/Employees. The Board shall, where available, provide the information in an electronic form.
- 10.03 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.
- 10.04 T4 Income Tax slips issued by the Board shall state the amount of OSSTF fees deducted.

ARTICLE 11 - JOB CLASSIFICATIONS & QUALIFICATIONS

- 11.01 EA job qualifications are as follows:
- A minimum two-year post secondary certificate or diploma in the social services field.
- 11.01.01 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.
- 11.01.02 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 suitable 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.

11.01.03 Unqualified EAs who are newly certified under the OLRA and are integrated into this Collective Agreement shall be subject to the conditions in Article 11.01.02. The Union grants consent for this. It is understood that nothing prohibits an unqualified part-time EA from applying for a full-time position while pursuing the necessary qualifications. It is further understood that the unqualified EAs who are newly certified under the OLRA shall have four **(4)** years from the date of ratification (September 1, 2004) of the Memorandum of Agreement to complete their qualifications.

11.02 PSSP job classifications, based on qualifications, are as follows:

Level 1 : a minimum 3 year Community College Diploma - includes Child Development Counsellors and Behaviour Counsellors; or a minimum 2 year Community College Diploma and completion of Communicative Disorders Assistant Diploma or Certificate – includes Communicative 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 Psychometrists,

Level 4: a minimum of a University Degree at the Masters level includes Psychological Associates (plus registration with the College of Psychologists of Ontario as a Psychological Associate), and Speech-Language Pathologists (registered with the College of Audiologists and Speech Language Pathologists of Ontario).

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

11.02.01 Notwithstanding the above, the Board may hire, with the consent of the Union which will not be unreasonably withheld, an unqualified PSSP provided that there have been no suitable external qualified applicants. Should there be no qualified external applicants, the Board shall interview the Bargaining Unit EA's who are unqualified and have applied for the posted PSSP job. The unqualified EA and/or the unqualified external applicant 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/external applicant, the Board and the Bargaining Unit. The unqualified EA/external applicant will be a Member of the Bargaining Unit and will pay Union dues.

ARTICLE 12 – SALARY

12.01.01 (a) Effective September 1, 2005, the hourly rate for EAs not previously red-circled prior to August 1, 2002 shall be as follows:

<u>Start</u>	<u>Hourly Rate</u>
0 years experience	17.48
1 st year anniversary	18.87
2 nd year anniversary	20.32

Effective February 1, 2006, the hourly rate for EAs not previously red-circled prior to August 1, 2002 shall be as follows:

<u>Start</u>	<u>Hourly Rate</u>
0 years experience	17.83
1 st year anniversary	19.25
2 nd year anniversary	20.72

Effective September 1, 2006, the hourly rate for EAs not previously red-circled prior to August 1, 2002 shall be as follows:

<u>Start</u>	<u>Hourly Rate</u>
0 years experience	18.19
1 st year anniversary	19.63
2 nd year anniversary	21.14

Effective February 1, 2007 the hourly rate for EAs not previously red-circled prior to August 1, 2002 shall be as follows:

<u>Start</u>	<u>Hourly Rate</u>
0 years experience	18.55
1 st year anniversary	20.02
year anniversary	21.56

Effective September 1, 2007, the hourly rate for EAs not previously red-circled prior to August 1, 2002 shall be as follows:

<u>Start</u>	<u>Hourly Rate</u>
0 years experience	18.89
1 st year anniversary	20.39
2 nd year anniversary	21.95

Effective February 1, 2008 the hourly rate for EAs not previously red-circled prior to August 1, 2002 shall be as follows:

<u>Start</u>	<u>Hourly Rate</u>
0 years experience	19.15

1 st year anniversary	20.67
2 nd year anniversary	22.26

12.01.01 (b) Effective September 1, 2005 and for the duration of this Collective Agreement, the hourly rate for EAs previously red circled prior to August 1, 2002 shall be \$23.01 per hour.

12.01.01 (c) Effective September 1, 2005 and for the duration of this Collective Agreement, EAs previously red circled prior to August 1, 2002 shall receive an additional 3% of their wages in addition to the hourly rate identified in Article 12.01.01 (b). This additional 3% shall be payable in each of the 2005/2006, 2006/2007 and 2007/2008 school years. The payment shall be made in the following manner:

For the 2005/2006 school year:	One 3% lump sum payment to be made no later than July 31, 2006.
For the 2006/2007 school year:	One 3% lump sum payment shall be made on the first regular pay of the school year as identified in Articles 12.03 and 12.04.
For the 2007/2008 school year:	One 3% lump sum payment shall be made on the first regular pay of the school year as identified in Articles 12.03 and 12.04.

12.01.01 (d) Effective August 31, 2008, the hourly rate for all EAs shall be as follows:

<u>Start</u>	<u>Hourly Rate</u>
0 years experience	19.15
1 st year anniversary	20.67
2 nd year anniversary	22.26
10 th year anniversary	23.01

12.01.01 (e) The hourly rate for unqualified EAs previously earning \$14.23 per hour shall be as follows:

Effective September 1, 2005	\$14.51
Effective February 1, 2006	\$14.80
Effective September 1, 2006	\$15.10
Effective February 1, 2007	\$15.40
Effective September 1, 2007	\$15.68
Effective February 1, 2008	\$15.90

12.01.01 (f) September 1, 2004 shall be deemed the anniversary date for salary purposes in the future for newly incorporated unqualified part-time EAs. For example an EA who is unqualified as of September 1, 2004 and then becomes qualified by August 31, 2005 will be placed at 1st year anniversary on the EA salary grid as of September 1, 2005.

12.01.02 Members/Employees shall be placed at the minimum salary level of 12.01.01 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,

12.02 Effective September 1, 2005, the salary for each PSSP classification shall be:

<u>Experience</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
0 Years	33,884	42,568	54,645	61,291	70,432
1 Year	34,672	44,617	56,450	63,061	73,774
2 Years	35,459	46,650	58,257	64,831	77,115
3 Years	39,226	52,636	64,939	72,010	80,487

Effective September 1, 2006, the salary for each PSSP classification shall be:

<u>Experience</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
0 Years	34,562	43,419	55,738	62,517	71,841
1 Year	35,365	45,509	57,579	64,322	75,249
2 Years	36,168	47,583	59,422	66,128	78,657
3 Years	40,011	53,689	66,238	73,450	82,097

Effective February 1, 2007, the salary for each PSSP classification shall be:

<u>Experience</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
0 Years	34,907	43,854	56,295	63,142	72,559
1 Year	35,719	45,964	58,155	64,965	76,002
2 Years	36,530	48,059	60,016	66,789	79,444
3 Years	40,411	54,226	66,900	74,185	82,918

Effective September 1, 2007, the salary for each PSSP classification shall be:

<u>Experience</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
0 Years	35,536	44,643	57,309	64,279	73,865
1 Year	36,362	46,792	59,202	66,135	77,370
2 Years	37,187	48,924	61,097	67,991	80,874
3 Years	41,138	55,202	68,104	75,520	84,410

Effective February 1, 2008, the salary for each PSSP classification shall be:

<u>Experience</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
0 Years	36,033	45,268	58,111	65,178	74,899
1 Year	36,871	47,447	60,030	67,061	78,453
2 Years	37,708	49,609	61,952	68,943	82,006
3 Years	41,714	55,974	69,058	76,577	85,592

12.02.01 PSSP Members/Employees shall be placed on the salary grid of 12.02 above based on related experience, PSSP Members/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.

Members/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 12.01.02.

- 12.02.02 PSSP members hired before February 1, 2000 shall be placed in their respective salary grid level as follows:
- (i) Each PSSP Member/Employee whose salary (as determined from 12.02.02 above) is higher than the maximum of the grid for that Member's/Employee's level, shall be red circled at that higher salary level.
 - (ii) Beginning on September 1, 2000 and continuing annually thereafter, each PSSP Member/Employee shall receive a salary increment until the maximum salary level is reached.
- 12.03 Members/Employees shall be paid every two weeks throughout the year by direct deposit to a chartered bank or credit union of the Member's/Employee's choice. For PSSP Members/Employees payments will be made on a twelve (12) month basis and for EA Members/Employees on a ten (10) month basis. The payment shall be deposited electronically and payment information (pay stub) shall be maintained in the Human Resources Portal, which can be printed by the Member/Employee. In addition, upon written request by the Member/Employee, the Board shall provide to the Member/Employee a written copy of the payment information maintained in the Member/Employee portal.
- 12.04 Where a payday falls on a Saturday, Sunday or holiday, salaries shall be paid on the business day immediately proceeding.
- 12.05 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.
- 13.05 Errors in pay creating an overpayment shall be recoverable back to the beginning of the school year in which the error was discovered. The overpayment shall be recovered by equal payments deducted from each pay. The duration of the deduction in pay shall be for the same length of time that has elapsed from the beginning of the school year to the pay period at which the overpayment was discovered. Notwithstanding the foregoing, an EA or PSSP Member/Employee may mutually agree with the Board to repay the overpayment in a shorter period. In no case shall an EA or PSSP Member/Employee have monies deducted by the Board in conjunction with the Article without first advising the Member/Employee. Errors in pay creating an underpayment shall be recoverable back to the beginning of the school year in which the error was discovered and shall be recovered on the next pay.

ARTICLE 13 - WORKING CONDITIONS

- 13.01** The normal hours of work for full-time Members/Employees shall be - 6.0 hours/day for EAs - 7.0 hours per day for PSSPs. Part-time Members/Employees shall be assigned appropriate hours of continuous work as per Article **3.08** by the Principal/Supervisor.
- 13.02** Each Member/Employee will be permitted a fifteen (**15**) minute rest period for each half day worked that shall be scheduled to the satisfaction of the Member/Employee and the Supervisor.
- 13.03** Members/Employees working a full day 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.
- 13.04** The Employer shall ensure that each Member/Employee has reasonable access to work areas, records, supplies and all other amenities necessary to the duties assigned.
- 13.05** Any EA 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 Superintendent of Program.
- 13.06** No Member/Employee will be required by the Board to drive students as part of their job.

ARTICLE 14 - COMMON CONCERNS/PROFESSIONAL DEVELOPMENT COMMITTEE

- 14.01** 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.
- 14.02** The Board recognizes from time to time Members of the Union will be called upon by the Board to participate on Board Committees, which are convened during the working day. Members/Employees who serve on Board Committees shall receive full wages and benefits while attending committee meetings. Such leave shall not reduce the number of days available under Article **9.03**. The Board shall pay mileage at the Board rate.

ARTICLE 15 - EMPLOYEE BENEFITS

- 15.01** The Board shall pay **100%** of the cost and shall administer the employee benefits outlined below for all Members/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 \$2,400 per full-time Member/Employee per school year for 2005-2006, \$2,550 per full-time Member/Employee per school year for 2006-2007 and \$2,700 per full-time Member/Employee per school year for 2007-2008. The surplus/deficit from the 1999-2000, through the term of this Collective Agreement shall be used to offset any increase/decrease in benefit costs beyond the yearly benefit allocated by the Board and/or shall be used to modify the benefits' package for the term of this Agreement as determined by the Bargaining Unit.

b) As a condition of employment, all full-time EA/PSSP Members/Employees employed by the Board shall be enrolled in the prevailing benefit plan. All permanent Members/Employees shall be enrolled in the LTD plan. EA/PSSP Members/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 Members/Employees.

c) The Board agrees to deduct at source any required premium payments incurred by the Members/Employees.

d) The Board shall provide to each Member/Employee, 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.

f) Enrolment in the benefits plan will be subject to the eligibility requirements outlined in the master policy.

g) The portion of premium cost for employee benefits to be paid by the Board for a part-time Member/Employee shall be as follows:

FTE status X Board share of premium cost for a full-time employee benefits.

h) Effective September 1, 2006, newly hired part-time Members/Employees who choose to participate in the benefit plan, shall be required to pay the difference between the Board contribution and the cost of the benefit plan selected by the Member/Employee.

15.02 Subject to the restrictions of the plan, Members/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.

15.03 The amount of the Employees' share of the refundable Employment Insurance Rebate shall be refunded and in turn submitted to the Bargaining Unit by the last day in February each year for the previous calendar year.

15.04 Survivor Benefits

- 15.04.01 In the event of the death of a member/Employee, the surviving spouse and/or dependents shall be entitled to continue individual and/or family coverage of the benefits set out in 15.01 for a period of (1) one calendar year.
- 15.04.02 The Employer shall continue to cover 100% of the premium costs for each of the benefits selected by a Member's/Employee's spouse and/or dependents in accordance with Article 15.01.
- 15.04.03 Coverage extended to the surviving spouse and/or dependents under Article 15.01 will be subject to the terms and conditions of the respective insurance plans.
- 15.05 The Board reserves the right to re-tender all or part of the above, but agrees that at least equivalent coverage will be provided.
- 15.06 A Member/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 Member/Employee pays the total cost.
- 15.07 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 Member/Employee is not returning in September.
- 15.08 A Member/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 Member/Employee pays the total cost of such plans.

ARTICLE 16 - PENSION PLAN

- 16.01 All eligible Members/Employees must enrol 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.
- 16.02 For Members of the former East Parry Sound Board, the mandatory enrolment date shall be September 1, 1998. Eligible Members/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 Member/Employee.

ARTICLE 17 - STATUTORY HOLIDAYS

- 17.01 All Members/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

17.02 In the event that any of the above mentioned paid holidays fall on the Member's/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 Member/Employee and the Board.

Holiday	Falling on	Day off with pay
New Year's Day	Saturday	Friday preceding
New Year's Day	Sunday	Friday preceding
Canada Day	Saturday	Monday following
Canada Day	Sunday	Monday following
Christmas Day	Saturday	Friday preceding
Christmas Day	Sunday	Monday following
Boxing Day	Saturday	Monday following
Boxing Day	Sunday	Monday following
Boxing Day	Monday	Tuesday following

17.04 A Member/Employee required to work on a statutory holiday will be compensated in accordance with the Employment Standards Act.

17.05 When a Member/Employee is absent because of sickness other than on paid compensation (WSIB) such Member/Employee shall be paid for statutory holidays that occur during the time that the Member/Employee is entitled to and is receiving sick leave credit. However, such day shall be deducted from the Member's/Employee's sick leave credits.

ARTICLE 18 - VACATION PAY

18.01 Vacation pay shall apply only to EAs. PSSP vacation compensation is included in their salary and working hours.

18.02 Vacation pay for Members/Employees is calculated on the basis of completed years of active service based on the anniversary date of the first day worked. 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 years to **14** years of continuous active service - **8%**
15 years or more of continuous active service - **10%**

18.03 Commencing September, 2002, vacation pay shall be paid on each pay period as it accrues as per Article 18.02.

ARTICLE 19 -- SPRING STAFFING

19.01 Spring Staffing Process

The Common Concerns Committee will meet by April 15 each year to review the staffing needs and placement of EA and PSSP for the following school year in accordance with the Collective Agreement. The committee may extend the April 15 timeline to a later date if further financial information is required to assist the committee in determining the calendar for postings and surplus placements. The timelines for staffing will be set annually by the Common Concerns Committee, and will include dates for:

19.01.01 up to three (3) weeks of Rapid Round Postings;

19.01.02 when available jobs will be posted; and

19.01.03 the Union and the Board to meet to place surplus Members/Employees.

19.02 For information purposes only, a Locations' List showing the seniority of all EAs and PSSPs, their work site and their FTE status shall be forwarded to the Bargaining Unit President on September 30 and two (2) days prior to the meeting of the Staffing Committee as per Article 19.01.

19.03.01 This procedure will be in effect for up to three (3) weeks, and the timelines for postings will be set by the Common Concerns Committee and communicated to the Members/Employees before the staffing procedure begins.

19.03.02 All the vacancies that have been declared by the Board for any reason shall be posted for the consideration of all permanent Members/Employees. The posting shall contain the following information: classification, location, qualifications, required knowledge/education or skills, full-time equivalent (FTE) status and rate of pay. Part-time Members/Employees can increase to full-time during this process.

19.03.03 Members/Employees interested in the position will notify the Manager of Human Resources or designate within two (2) days by fax or email.

19.03.04 Vacancies shall be filled on the basis of seniority in the Bargaining Unit provided that the senior applicant possesses the skills and qualifications to perform the job as outlined in the posting.

19.03.05 Members/Employees must be willing to accept the position when offered. Once a position is accepted, the Member/Employee may apply for one other position during the Rapid Round Posting process.

19.03.06 The Manager of Human Resources will notify the successful candidates within two (2) school days. If the most senior applicant is not offered the position, the Board will provide supporting reasons, based on the criteria in the posting.

- 19.03.07 After the process outlined above has been completed, remaining position(s) will be offered, in order of seniority, to surplus and/or laid off Members/Employees as identified in Article 19.04.
- 19.03.02 When all surplus and/or laid off Members/Employees have been placed, or offered available positions, the Board will fill the vacancy(s) externally.
- 19.04 Surplus and Redundancy
- 19.04.01 EAs 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 EA with more seniority shall displace the most junior full-time or part-time EA within his/her current geographic area provided the senior Member/Employee has the ability and qualifications to perform the job.
- 19.05 Where there is no position within their current geographic area, EAs may displace the most junior EA within the Board provided the senior Member/Employee has the ability and qualifications to perform the job.
- 19.06 Surplus Members/Employees have the right to waive their right to displace a junior Member/Employee and may accept the lay-off. Such Member/Employees shall be placed on the recall list in accordance with Article 22.
- 19.07 EAs who are declared redundant to the needs of the system and placed on the recall list by the Board shall be notified in writing by the Manager of Human Resources by June 10 or later by the mutual consent of the Board and the Bargaining Unit. Copies of such notifications shall be forwarded to the President of the Bargaining Unit.
- 19.08 EAs who accept positions outside of their geographic area have the right to return to a position for which they have the qualifications 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 Member/Employee may choose to refuse return on the first available position. If the Member/Employee refuses a second request to transfer, then the Member/Employee forfeits any further rights to return to his/her original area.
- 19.09 Only EAs whose school placement will be changing for the following September will be notified in writing, by the Board by the last working day in June.

ARTICLE 20 – EXCHANGES AND TRANSFERS

- 20.01 Employee Exchanges
- 20.01.01 By mutual consent of the Members/Employees, the Principals/Supervisors and the Manager of Human Resources an exchange may be arranged for any reason. The Members/Employees wishing to exchange must request the exchange by submitting in writing a letter by April 30 to the Manager of Human Resources indicating where the Member/Employee wishes to be transferred for the next school year. The letter should

include any information that would assist in facilitating this process. The Board shall facilitate this process during the month of April or during the annual staffing cycle.

20.01.02 The Members/Employees shall be informed of the Board's decision of the proposed exchange as soon as possible, and no later than the last working day in June.

20.01.03 **All** exchanges shall be for one (1) year. By mutual agreement of the Members/Employees and with the consent of the Principals/Supervisors and the Manager of Human Resources, the exchange may be extended for an additional year provided that the Members/Employees notify the Manager of Human Resources no later than April 15 of the second year of the exchange.

20.01.04 By mutual consent of the Members/Employees and with the consent of the Principals/Supervisors and the Manager of Human Resources, the exchange may be converted to a permanent placement provided that this does not displace any other Members/Employees as per Article 22.

20.01.05 For the purposes of Article 22, the Members/Employees who are on an exchange shall be considered to belong to the staff of the originating school.

20.02 Administrative Transfers

20.02.01 Administrative transfers may be carried out at any time during the school year. If it becomes necessary to transfer a Member/Employee, the Board will endeavour to place the transferee in a position which is mutually satisfactory to both parties. The following steps shall apply:

- a) Members/Employees involved in these transfers shall be informed five (5) school days in advance of the transfer.
- b) Should a vacancy occur in the school from which the Member/Employee was transferred, the Member/Employee may request to be returned to that school.
- c) The Administrative Transfer must be approved by the Superintendent of Business after consultation with the Bargaining Unit.

20.02.02 The Member/Employee shall receive a mileage allowance for two years as described below:

North Bay to Mattawa - \$75/month
North Bay to Sturgeon Falls - \$50/month
North Bay to Almaguin - \$75/month
North Bay to Parry Sound - \$150/month
Almaguin to Parry Sound - \$75/month

These amounts are for either direction of travel, and an EA or PSSP Member/Employee traveling from A to B via C shall receive the sum of the amounts from A to B plus **B** to

C.

If the Member/Employee lives in the same municipality as the new school to which he/she is administratively transferred, then no allowance is paid. If a decision to relocate occurs any time during the first year, 100% of the relocation allowance as described in Article 20.02.03 shall be paid. If a decision to relocate occurs any time during the second year of employment, 100% of the relocation allowance less any money paid for travel in the second year shall be paid. At no time shall the Member/Employee receive less than 50% of the actual costs of relocation as eligible under Article 20.02.03 up to a maximum of \$2641.00.

The Member/Employee shall receive the allowance only if she/he is actually "out of pocket" (i.e. when car pooling as a passenger or if the transfer results in no increase in distance traveled, the allowance will not be paid).

20.02.03 The Board shall pay, per Member/Employee or per family, actual moving costs to a limit of \$1,321.00 and actual related expenses (i.e. real estate fee, legal fee, and appraisal fee related to selling a home and legal, survey, registration and land transfer fees and the cost of arranging a mortgage when purchasing a home) to a limit of \$3960.00.

ARTICLE 21 - POSTING OF VACANCIES

21.01 When the Board determines that a vacancy exists within the coverage of this Agreement, the Board shall give first consideration without posting the position to those Members/Employees on recall (see Article 22.08) provided that the Member/Employee has the necessary skills. Should there not be any Members/Employees on the recall list, the Board shall post the position in all work locations for seven (7) working days during which time regular Members/Employees will have the opportunity to apply. The Board shall forward each posting to the Bargaining Unit President at the same time as the position is posted in all work locations. Probationary Members/Employees may not apply to internal posted position until they have completed their probationary period.

21.02 The posting shall contain the following information: classification, location, qualifications, required knowledge/education or skills, Full-Time Equivalent (FTE) Status and rate of pay.

21.03 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.

21.04 The Board may fill the position temporarily while the notice is posted, pending filling of the position permanently.

21.05 The Board agrees to notify the Bargaining Unit President in writing of the name of the successful applicant as soon as possible after the appointment is made.

21.06 During the summer months, Members/Employees may review job vacancies on the Near North District School Board Web Site. These vacancies shall be updated as

vacancies become available. If interested in such positions, the Member/Employee may fax their application to the Human Resources Department at 705-472-5412.

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 22.08. Once the recall process is complete, the internal posting process will resume.

ARTICLE 22 - SENIORITY, LAY-OFF, and RECALL

- 22.01 The Board shall maintain a seniority list of all Members/Employees of the Bargaining Unit. Seniority shall mean any Member's/Employee's continuous service with the Board or predecessor Boards measured from the first day worked in the Bargaining Unit. When addressing seniority issues, all ties shall be broken based on the following criteria in order:
- 22.01.01 Continuous service with the Board since the date of last hiring measured from the first day worked.
- 22.0 .02 Total non-continuous years of service with the Board.
- 22.0 .03 By lot in the presence of the Bargaining Unit President (or designate) by placing in a hat the names of all Members/Employees 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.
- 22.02 A Seniority List of all Members/Employees and their job classifications shall be forwarded by the Manager of Human Resources to be posted in each work place by January 31 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.
- 22.03 New Members/Employees shall serve a probationary period of three (3) calendar months after which their continuous service shall date back to the first day worked.
- 22.04 A member/Employee who is absent from work due to an approved leave of absence shall continue to accumulate seniority during the period of such absence.
- 22.05 Seniority will be considered to have been terminated when a members/Employees:
- (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 Member/Employee was entitled to be recalled.

22.06 Lay-off

22.06.01 In the event of lay-off, the Board shall lay off Members/Employees in the reverse order of their seniority.

22.06.02 A surplus Member/Employee will be entitled to bump according to the following:

- a) The Member/Employee may bump the least senior Member/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 and has an FTE status that is equal to or less than the bumping Member/Employee, or
- b) The Member/Employee may choose to bump a Member/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 and has an FTE status that is equal to or less than the bumping Member/Employee.

22.06.03 The laid-off Member/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 Member/Employee chooses to relocate or commute to another family of schools.

22.06.04 Subject to seniority, PSSP Members/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.

22.07 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 Members/Employees, the Board shall notify Members/Employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the Member/Employee has not had the opportunity to work the days as provided in this Sub-Article, the Member/Employee shall be paid the days for which work was not made available.

22.08 Recall

22.08.01 Members/Employees shall be recalled in accordance with their seniority ranking provided they have the ability and qualifications to perform the work. Upon request, the Bargaining Unit shall have access to the names of Members/Employees who are on the current recall list.

22.08.02 Notice of recall shall be made by phone call followed by Priority Post with signature to the last known address. It shall be the Member's/Employee's responsibility to notify

the Board of any changes in phone number and/or address including summer information.

- 22.08.03 The Member/Employee must indicate intentions to return to work within three (3) working days of receiving recall notice.
- 22.09 Seniority and right of recall shall be maintained for a period of two (2) years from the date of layoff.
- 22.10 No new Members/Employees will be hired until those Members/Employees laid off have been given the opportunity of recall.
- 22.10.01 The Board shall give first consideration for any temporary position to Members/Employees on the recall list whose names are on the supply list. It is the Member's/Employee's responsibility to notify, in writing, the Human Resources Department to include their name on the supply list. During the temporary assignment, the Member/Employee shall be paid the rate of a temporary employee. The Member/Employee who accepts a temporary assignment shall retain full recall rights.
- 22.11 Members/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 Members/Employees with recall rights and greater seniority.
- 22.12 A Member/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.
- 22.13 Members/Employees have the right to refuse an assignment if that assignment is outside their family of schools without losing the right of recall.
- 22.14 Benefits will not accrue during lay-off periods. However, benefits will be paid to the end of the month in which the Member/Employee is laid off,

ARTICLE 23 - CUMULATIVE SICK LEAVE

- 23.01 A sick leave credit system is hereby established for every Member/Employee of the Bargaining Unit. The administration of the system shall be vested in the Superintendent of Business.
- 23.01.01 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.
- 23.01.02 The Superintendent of Business shall keep a record of the accumulated credits and the deductions therefrom.
- 23.02 A full-time Member/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 Members/Employees. The Member/Employee shall be credited annually with 100% of the unused portion of the sick leave days. Members/Employees who are on Board approved secondment to other employers and Union Leave shall accumulate sick leave at the rate specified in Article 23.

- 23.02.01 A part-time Member/Employee shall be entitled to sick leave credits based on the pro-ration of a full-time Member/Employee as per Article 23.02. For example, a 0.5 FTE part-time Member/Employee shall be entitled to one (1) sick leave credit for each active month of employment at the beginning of each school year. Total accumulation would be ten (10) full days per year for a 0.5 FTE Member/Employee. The Member/Employee shall be credited annually with a 100% of the unused portion of the sick leave days. Members/Employees who are on Board approved secondment to other Employers and Union leave shall accumulate sick leave at the rate specified in Article 23. For Member/Employee commencing employment after October 1, the sick leave allowance shall be pro-rated.
- 23.02.02 At the commencement of employment, or at the beginning of each working year, the Member's/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.
- (a) Members/Employees 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/Employee shall subsequently be capped at 250.
- 23.03 Each Member/Employee shall receive a statement indicating the accumulated sick leave credits to June 30th of the previous school year by November 1st.
- 23.04 When a Member/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.
- 23.04.01 Absence due to pregnancy/parental leave is excluded from this plan; however, illness due to pregnancy can be covered by this plan.
- 23.04.02 If a Member/Employee submits a resignation effective earlier than the last day of the working year, deduction shall be made from the Member's/Employee's sick leave credits for the remaining months of the year at the rate of two (2) days per month for full-time Members/Employees and the prorated ratio for part-time Members/Employees.

ARTICLE 24 - SHORT-TERM LEAVES

- 24.01 A leave of absence requested by the Member/Employee for any of the following reasons shall be granted by the Member's/Employee's immediate Supervisor and shall

be with pay and without loss of sick leave:

- 24.01.01 Where a Member/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.
- 24.01.02 Where a member/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.
- 24.01.03 For absence occasioned by the birth or adoption of a son/daughter, a leave of absence not exceeding one day.
- 24.01.04 Where a Member/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 Member/Employee **may** be granted leave, subject to the approval of the Manager of Human Resources.
- 24.01.05 A leave shall be granted 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 Member/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.
- 24.01.06 Where a Member/Employee is absent due to quarantine by order of the Medical authorities;
- 24.01.07 Where a Member/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 Member/Employee pays the Board any fee, exclusive of travelling allowance and living expenses that he/she receives as a juror or witness.

- 24.02 Under the Worker's Compensation Act the Board shall provide protection for the Members/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 Member/Employee shall receive only the compensation award.

ARTICLE 25 - PREGNANCY AND PARENTAL LEAVE

- 25.01 This Article shall be in accordance with the Employment Standards Act Part **XI**. Nothing in this Article shall remove from the Member/Employee any entitlement under the Act or the Collective Agreement.
- 25.02.01 A Pregnancy Leave means a leave of absence under subsection 35 (1) of the Employment Standards Act.
- 25.02.02 A pregnant Member/Employee who started employment with the Board at least thirteen (13) weeks before the expected birth date is entitled to Pregnancy Leave.
- 25.02.03 The Member/Employee may begin pregnancy leave no earlier than 17 weeks before the expected birth date.
- 25.02.04 The Member/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.
- 25.02.05 Article 25.02.04 does not apply when a Member/Employee stops working due to complications caused by pregnancy, or because of birth, stillbirth or miscarriage that happens earlier than the Member/Employee was expected to give birth. In such case the Member/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 a Member/Employee who stops working because of complications caused by her pregnancy, the Member/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 Member/Employee was expected to give birth.

- 25.02.06** The Pregnancy Leave ends:
- (i) for a Member/Employee who is entitled to take parental leave seventeen (**17**) weeks after the leave began, or
 - (ii) for, a Member/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.

25.03 Short-term Parental Leave

- 25.03.01** 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.
- 25.03.02** A Member/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.
- 25.03.03** 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 Member/Employee for the first time with the exception as noted in **25.03.06**.
- 25.03.04** For a Member/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.
- 25.03.05** The Member/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 **25.03.06**.
- 25.03.06** In the event that the child comes into custody, care and control of the Member/Employee for the first time sooner than expected, the Short-term Parental Leave begins the day the Member/Employee stops working. The Member/Employee must give the Board written notice of the wish to take Short-term Parental Leave within two (**2**) weeks of stopping work.
- 25.03.07** Short-term Parental Leave ends thirty-five (35) weeks after it began or on an earlier day if the Member/Employee gives the Employer at least four (4) weeks written notice of that day.

- 25.04 Change of Notice to Begin or End Pregnancy/Short-term Parental Leave
- 25.04.01 A Member/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 Member/Employee gives the Board at least two (2) weeks written notice before the earlier date, or
 - (ii) to a later date if the Member/Employee gives the Board at least two (2) weeks written notice before the date leave was to begin.
- 25.04.02 A Member/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 Member/Employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.
- 25.05 Supplementary Employment Benefit Plan (SEB Plan)
- 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:
- 25.05.01 The Board will pay 95% of the Member's/Employee's regular salary during the first two (2) weeks of Pregnancy or Short term Parental leave but not both.
- 25.05.02 During this leave, the Member/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. A Member/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 Member's/Employee's full salary.
- 25.05.03 While on Pregnancy/Short-term Parental Leave, the Board shall continue to pay its portion of all employee benefits in which the Member/Employee is participating at the commencement of the leave. The Board shall also arrange for the Member's/Employee's portion of these benefits unless the Member/Employee elects, in writing, not to do so.
- 25.05.04 The Member/Employee must apply for Employment Insurance benefits before 95% of salary becomes payable.
- 25.05.05 No monies will be paid to a Member/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 Member/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.

25.05.06 Members/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.

25.05.07 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.

25.06 A Member/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.

25.07.01 A Member/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 Member/Employee.

25.07.02 Notwithstanding this provision, the Member/Employee is subject to Article 22.

25.08 Extended Parental Leave

25.08.01 Parental Leave may be extended up to two years subject to the approval of the Superintendent of Programs and Schools.

25.08.02 When the duration specified for an extended leave is two working years or less:

- no sick leave time shall accumulate but when the Member/Employee returns to the Board from leave, the Member/Employee shall be credited with the same number of accumulated sick leave days that the Member/Employee had before going on leave.

- notwithstanding Article 22, upon returning from extended Parental Leave, the Member/Employee shall be assigned to a comparable position.

- the Member/Employee on extended Parental Leave shall accumulate seniority for the period of the leave.

25.08.03 A member/Employee shall be allowed to prepay the full cost of any employee benefits participated in at the commencement of leave.

ARTICLE 26 - LEAVES OF ABSENCE WITHOUT PAY

- 26.01 A leave of absence without pay for an extended period of time (one year) shall be granted by the Superintendent of Programs and Schools for EAs and may be granted for PSSPs provided that a suitable replacement is available.
- 26.01.01 If a Member/Employee decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of this decision.
- 26.01.02 a) While the Member/Employee is on leave of absence, no sick time shall accumulate, but when the Member/Employee returns to the Board from the leave, the Member/Employee shall be credited with the same number of accumulated sick leave days as were previously banked before going on the leave.
- 26.01.02 (b) For the purpose of calculating retirement gratuity and vacation pay, a Member/Employee on a leave of absence shall not be considered to have a break in service to the Board. For example, a Member/Employee who has five years of service for the purposes of calculating retirement gratuity and vacation pay prior to the leave and is granted a leave for one year shall upon return from the leave be credited with the five years of service accumulated prior to the leave being taken.
- 26.01.03 Upon return from the leave of absence the Member/Employee shall be assigned to the position previously held by that Member/Employee. If the position does not exist the Member/Employee will be placed in a comparable position.
- 26.01.04 Subject to the restrictions of the plan, a Member on a leave of absence shall be allowed to pay the costs on a monthly basis of any employee benefits participated in at the time commencement of the leave.
- 26.01.05 a) EAs who apply in writing to the Superintendent of Programs and Schools for a one year leave of absence, on or before April 15, will be granted such a leave for the following school year.
- b) PSSPs who apply in writing to the Superintendent of Programs and Schools for a one year leave of absence, on or before April 15, may be granted such a leave provided that a suitable replacement is available.
- 26.01.06 a) EA's who wish to extend that leave for a second year shall notify in writing the Superintendent of Programs and Schools prior to April 30 of the first year of the unpaid leave. Then the additional leave for the second shall be granted.
- b) PSSP's who wish to extend that leave for a second year shall notify in writing the Superintendent of Programs and Schools prior to April 30 of the first year of the unpaid leave. Then the additional leave for the second may be granted provided that a suitable replacement is available.
- 26.01.07 After April 30, the Member/Employee may apply for an additional unpaid leave for a second year to the Superintendent of Programs and School and the extension shall be at

the sole discretion of the Superintendent. If the extension is not granted, the Member/Employee is expected to return to their duties according to the provisions of Article 26.01.03.

26.01.08 This provision does not apply to Members/Employees on Union Leave as outlined in the Union Leave Article.

26.02 Effective September 1, 2003 and notwithstanding Article 24, short-term leaves without pay shall be granted in accordance with the criteria set out in the Board's Administrative Guideline. Such requests must be made in writing to the Manager of Human Resources. The Manager of Human Resources shall respond to the application for leave within ten (10) working days from the receipt of the application.

26.02.01 Each member of the Bargaining Unit shall receive a copy of the Administrative Guideline. The Bargaining Unit shall be informed of any changes to the Guideline.

26.03 Any leave of absence without pay of three (3) days or less requested by a Member/Employee and not covered elsewhere in Article 24, may be granted by the immediate Supervisor

ARTICLE 27 - DEFERRED SALARY LEAVE PLAN (DSLPL)

27.01 The DSLP will afford Members/Employees the opportunity to take a one (1) year leave of absence, financed through the deferral of salary.

27.02 Any Member/Employee who has at least two (2) years of service is eligible to participate in the DSLP.

27.03 A member/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 DSLP is to commence, requesting approval for participation in the DSLP and specifying the desired deferral.

27.04 Written acceptance, denial, or suggested modifications to the request, with explanation, shall be forwarded to the Member/Employee on, or before May 15 of the school year in which the request is made.

27.05 The DSLP 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.

Payment Formulas and Retention of Deferred Salary

27.06.01 In each year of the DSLP preceding the leave, a member/Employee will be paid a reduced percentage of salary.

27.06.02 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

Member/Employee and the Board.

- 27.06.03 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 Member/Employee shall receive twice-yearly statements showing the total deferred salary plus accumulated interest.
- 27.06.04 The deferred salary shall be paid to the Member/Employee in the year of leave, in the same manner as his/her salary would be or in a manner mutually agreeable to the Member/Employee and the Board. Interest accrued prior to the leave shall be paid in a lump sum.
- 27.06.05 Interest accrued during the year of the leave shall be paid to the Member/Employee in the year it is earned.
- 27.07 Subject to article 27.08, the Member/Employee shall be entitled to the same benefits; allowances, vacation, working experience credit and seniority as when not enrolled in the plan.
- 27.08 During the period of leave, seniority will continue to accrue. Long term disability coverage shall be based on the salary the Member/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 Member's/Employee's account during the year of leave.
- 27.09 Withdrawal
- 27.09.01 A Member/Employee may withdraw from the DSLP anytime up to March 1 of the school year before in which the leave is to be taken.
- 27.09.02 Upon withdrawal from the DSLP, the Member/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 Member/Employee and the Board.
- 27.10 On return from the leave to active employment, the Member/Employee shall be reinstated to the position held prior to leave, unless the Board offers an alternate position acceptable to the Member/Employee.
- 27.11 Should a Member/Employee 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.
- 27.12 The DSLP shall be subject to the Regulations under the Income Tax Act.

ARTICLE 28 - SEVERANCE ALLOWANCES

28.01 Termination Notice

28.01.01 A Member/Employee who is terminated for a reason other than just cause shall receive a notice in accordance with the Employment Standards Act.

28.02 Retirement Allowance

28.02.01 A members/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:

$$G = [Y / 20] \times [N / 200] \times [S / 2]$$

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

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

28.02.03 To qualify for a gratuity, a Member/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.

28.02.04 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 Member/Employee requests provided it is in the next budget year (budget year September to August 31),

28.02.05 If retirement notice is not received prior to April 30, the gratuity payment will be postponed for 17 months following receipt of notice.

28.02.06 A retirement gratuity shall be paid to the estate of the Member/Employee who qualifies for a gratuity under Article 28.02.03 if the employee dies while in the employment of the Board. The gratuity shall be calculated in accordance with this on the date of the Member's/Employee's death.

ARTICLE 29 - PROFESSIONAL DEVELOPMENT

29.01 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.

- 29.02 It is the Board's intention to set aside a sum of money from the Professional Development envelope to address system and individual needs.
- 29.03 A joint Common Concerns/Professional Development Committee will be developed to allocate funds as noted in 29.02 based on criteria to be set by a joint Common Concerns/Professional Development Committee.
- 29.04 A Member/Employee shall, upon request and approval of his/her immediate Supervisor, have access to the Board's in-service programs on a voluntary basis.
- 29.05 One of the Professional Development days will be designated as the Professional Development day common to both panels for all EA/PSSP Members/Employees. The PSSP Members/Employees will continue with their regular duties on all other days designated as Professional Development Days by the Board.
- 29.06 Where the Board requests that a Member/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 Member/Employee, there shall be no loss of pay.
- 29.07 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. Members/Employees shall only be evaluated in accordance with these administrative guidelines /procedures.

ARTICLE 30 - VEHICLE ALLOWANCE

- 30.01 Itinerant Members/Employees required to use their own vehicle on Board business or where Members/Employees are assigned by the Board to work at two separate locations during the day shall be reimbursed for such travel at the Board's kilometre rate.
- 30.02 An itinerant Member/Employee shall have one work location designated as home location of record.
- 30.03 An itinerant Member's/Employee's travel time shall be included in the normal working day if the Member/Employee has been assigned by the Board to work in more than one (1) location.
- 30.04 All Members/Employees travelling on Board business authorized by the Principal/Supervisor shall be reimbursed at the current Board rate per kilometre.

ARTICLE 31 - PERSONNEL FILES

- 31.01 The only recognized file of a Member/Employee shall be maintained in the Human Resources Department of the Employer and shall be available and open to the Member/Employee for inspection in the presence of a Authorized Human Resources staff member. Requests to view files must be arranged in advance.

- 31.02 A member/Employee shall be entitled, upon request to copies of any materials contained in the Member's/Employee's personnel file.
- 31.03 Where a Member/Employee authorizes in writing access to his/her personnel file by another person acting on the Member's/Employee's behalf, the Employer shall provide such access, as well as copies of material contained therein, if also authorized and requested.
- 31.04 Members/Employees shall receive copies of any materials placed in their personnel files.
- 31.05 A Member/Employee shall be entitled to append notices of corrections or inaccuracies to documents within the file which, in the Member's/Employee's view, possess errors or inaccuracies.
- 31.06 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 a member's/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 32- GRIEVANCE PROCEDURE

- 32.01 Definition
- 32.01.01 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.
- 32.01.02 A grievor shall be defined as:
- (i) the Bargaining Unit
 - (ii) the Board.
- 32.01.03 A Statement of Grievance shall be in writing and shall include the name of the Member/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.
- 32.02 A representative of OSSTF shall be present to assist the Member/Employee at any stage of this grievance and arbitration procedure.
- 32.03 If a Member/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.

32.03.01 Step 1

- (i) The Member/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.

32.03.02 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.

32.03.03 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.

32.03.04 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.

- 32.03.05 The cost of the arbitrator under Article 32.03.04 shall be shared equally by the Board and the Bargaining Unit.
- 32.03.06 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.
- 32.03.07 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.
- 32.04 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.
- 32.05 Grievance Mediation
- 32.05.01 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.
- 32.05.02 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.
- 32.06 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.
- 32.06.01 No action of any kind shall be taken against any person because of participation in the grievance of 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 33– JOB SECURITY/CONTRACTING OUT

- 33.01 No Member/Employee shall lose a job or suffer a reduction in hours of work due to work being contracted out or assigned to persons outside the Bargaining Unit.

ARTICLE 34 – CRIMINAL BACKGROUND CHECKS

- 34.01** For existing Members/Employees, the Board shall pay all costs associated with the Canadian Police Information Check (CPIC) or offence declaration, pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law, provided that the Members/Employees use the Police Service designated by the Board.
- 34.02** For existing Members/Employees, the Board will require the least intrusive criminal check which will meet the requirements of Regulation 521/01 of the Education Act or any subsequent regulation or law.
- 34.03** The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Business and/or designate and the Member/Employee and/or designate.
- 34.04** EA and PSSP Members/Employees will complete their Declaration by May 31st each year. Offence Declarations will be completed online within the Human Resources Portal. Requests related to all documentation, shall be directed to the Manager of Human Resources.

ARTICLE 35– PRINTING OF THE COLLECTIVE AGREEMENT

- 35.01** The Board shall provide each Member/Employee 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 36 - SIGNATURES

- 36.01** In witness hereof

The Memorandum of Agreement is made in triplicate this th day of _____, 2006.

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. MacDougall
King George
Pinewood Public
Laurentian
Custody Residence | 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
White Woods |
| | | 5. | F. J. McElligott, Secondary
Mattawa |

South River Area

- | | | | |
|----|---|----|-------------------|
| 1. | Almaguin Secondary

Land of Lakes
Magnetawan
M.A. Wittick
Mapleridge
South River
Sundridge | 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 |

RED CIRCLED PSSP EMPLOYEE

The Parties agree the one red circled PSSP employee referred to in Article 12.02.02 is the Child Development Counsellor (Leah Ferron).

Leah **will** receive a lump sum payment in each of the contract years as follows:

2005-2006	2%
2006-2007	2.5%
2007-2008	2.5%

Dated the 20th of June, 2006

Near North District School Board

OSSTF EA/PSSP

WITHOUT PREJUDICE

**PROVISION FOR LOUISE MAUGHAN TO BECOME PSYCHOLOGICAL ASSOCIATE
FOR THE
NEAR NORTH DISTRICT SCHOOL BOARD**

**Letter of Understanding
Between
The Near North District School Board
And
Educational Assistants and Professional Student Services Personnel of OSSTF District 4**

The Board shall provide supervision as required by the College of Psychologists of Ontario for the credentials of Psychological Associate during the 3 qualifying years, at the Board's expense.

Upon registration with the College as a Psychological Associate (Supervised), Louise Maughan shall immediately move to this classification in the Salary Grid of the Agreement.

This proposal is Without Prejudice to Article 11.05 which states, "The salary, benefits and working conditions for any newly created union position, not presently covered by the scope of this Agreement, shall be mutually agreed upon by the Board and the Union prior to the job posting."

It is agreed that a new job classification will be created, with salary and benefits to be negotiated at the next round of negotiations.

This letter is in effect until it is ratified in the next Agreement.

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

Near North District School Board

OSSTF Bargaining Unit

Superintendent of Business

President of OSSTF EA/PSSP

Chief Negotiator - Board

Chief Negotiator - EA/PSSP Unit

Dated: _____

Dated: _____

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

SUPERVISION DUTIES

The Parties agree any concerns regarding the assignments of supervision duties of students shall be referred to the Common Concerns Committee.

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

Dated **the 20th** day of June, 2006.

Near North District School Board

OSSTF EA/PSSP

LETTER OF UNDERSTANDING

MEDICAL PROCEDURES

The Union will be consulted prior to the implementation of system-wide medical procedures.

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

Dated the 20th **of** June, 2006

Near North District School Board

OSSTF EA/PSSP

LETTER OF UNDERSTANDING
EXTERNAL AGENCY PERSONNEL

The Parties agree that issues pertaining to the use of external agency personnel will be dealt with by the Common Concerns Committee. This review could include but not be limited to, examining the impact that these personnel may have on the Bargaining Unit.

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

Dated the 20th of June, 2006

Near North District School Board

OSSTF EA/PSSP

LETTER OF UNDERSTANDING
USE OF TEMPORARY EMPLOYEES

The Parties agree to meet and discuss the use of temporary employees.

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

Dated the 20th of June, 2006

Near North District School Board

OSSTF EA/PSSP