

Collective Agreement

between

The Ontario Secondary School Teachers' Federation
(hereinafter called the "OSSTF" or "Union")

Representing

The Office, Clerical, Library (OCL)
of District 5A of the Ontario Secondary School Teachers' Federation
Employed by the Board
(hereinafter called the "Bargaining Unit")

And

The Keewatin-Patricia District School Board
(hereinafter called the "Employer" or "Board")

September 1, 2008

to

August 31, 2012

12889 (04)

INDEX

<u>ARTICLE 43 – BENEFITS</u>	30
<u>ARTICLE 21 - BEREAVEMENT LEAVE</u>	18
<u>ARTICLE 22 – COMPASSIONATE LEAVE</u>	18
<u>ARTICLE 19 – CONTRACTING OUT</u>	17
<u>ARTICLE 38 – CONTAGIOUS DISEASES</u>	28
<u>ARTICLE 33 – DEFERRED SALARY LEAVE</u>	
33:01 Leave of Absence.....	24
33:02 Written Application for Deferred Salary Leave Plan	24
33:03 Recommendations Concerning Leave Applications.....	24
33:04 Responses to Leave Applications	24
33:05 Payment of Salary and Benefits	24
33:06 Returning to Work	25
33:07 Sick Leave Credits	25
33:08 Seniority	25
33:09 Withdrawal.....	25
33:10 Payment of Salary Following Withdrawal.....	25
33:11 Employee Death.....	25
33:12 Postponement of Leave of Absence.....	25
33:13 Restrictions of Salary and Wages	26
33:14 Contracts for Leave of Absence.....	26
33:15 O.M.E.R.S. Deductions.....	26
<u>ARTICLE 3 – DISCRIMINATION</u>	2
<u>ARTICLE 10 – DISCIPLINE AND DISCHARGE</u>	8
<u>ARTICLE 51 – DURATION</u>	34
<u>ARTICLE 26 – FAMILY MEDICAL LEAVE</u>	22
<u>ARTICLE 31 – FEDERATION/UNION LEAVE</u>	23
31:01-31:04 Federation/Union Leave	23
Provincial Support Workers Advisory Group (SWAG)	23
<u>ARTICLE 54 – GENERAL</u>	35
<u>ARTICLE 9 – GRIEVANCE PROCEDURE</u>	
9:01 Definition of Grievance	4
9:02 Replies in Writing	5
9:03 Facilities for Grievances	5
9:04 Representative Rights	5
9:05 Settling of Grievances.....	5

9:06	Failure to Act Within Time Limits	6
9:07	Amending of Time Limits	6
9:08	Policy Grievance - Union	6
9:09	Policy Grievance - Board.....	6
9:10	Arbitration.....	7
9:11	Failure to Appoint.....	7
9:12	Decisions of the Board.....	7
9:13	Disagreement on Decision	8
9:14	Expenses of the Board	8
9:15	Witnesses	8
 <u>ARTICLE 37 – HEALTH AND SAFETY</u>		28
 <u>ARTICLE 15 – HOURS OF WORK</u>		12
 <u>ARTICLE 46 – JOB CLASSIFICATIONS</u>		31
 <u>ARTICLE 41 – JOB RECLASSIFICATION</u>		29
 <u>ARTICLE 55 – JOB SECURITY</u>		36
 <u>ARTICLE 25 – JURY DUTY AND WITNESS LEAVE</u>		21
 <u>ARTICLE 36 – LABOUR-MANAGEMENT COMMITTEE</u>		27
 <u>ARTICLE 18 – LAYOFF AND RECALL</u>		
18:01	a) Definition of Layoff.....	15
	b) Layoff Procedure	15
18:02	Recall Procedure	16
 <u>ARTICLE 30 – LEAVE FOR ELECTED OR APPOINTED OFFICE</u>		22
 <u>ARTICLE 23 – LEAVE OF ABSENCE FOR ILLNESS OF CHILDREN</u>		19
 <u>ARTICLE 32 – LEAVE OF ABSENCE WITHOUT PAY</u>		23
 <u>ARTICLE 44 – LIABILITY INSURANCE COVERAGE FOR EMPLOYEES</u>		31
 <u>ARTICLE 4 – MANAGEMENT RIGHTS</u>		2
 <u>ARTICLE 53 – MEDICATION AND MEDICAL PROCEDURES</u>		35
 <u>ARTICLE 49 – MILEAGE ALLOWANCE</u>		32
 <u>ARTICLE 39 – MODIFIED WORK</u>		28
 <u>ARTICLE 50 – NOTICE OF TERMINATION</u>		34
 <u>ARTICLE 42 – OMERS</u>		29

<u>ARTICLE 16 – OVERTIME</u>	12
<u>ARTICLE 14 – PAID HOLIDAYS</u>	11
<u>ARTICLE 56 – PAY EQUITY</u>	36
<u>ARTICLE 6 – PERSONNEL RECORDS</u>	3
<u>ARTICLE 24 – PREGNANCY/ADOPTION/PARENTAL LEAVE</u>	
24:01 Pregnancy Leave.....	19
24:02 Parental Leave.....	20
<u>ARTICLE 11 – PROBATIONARY PERIOD</u>	9
<u>ARTICLE 34 – PROFESSIONAL DEVELOPMENT</u>	26
<u>ARTICLE 27 – PROTECTION FROM VIOLENCE</u>	22
<u>ARTICLE 1 – PURPOSE</u>	
1.01 Purpose	1
<u>ARTICLE 28 – QUARANTINE</u>	22
<u>ARTICLE 47 – RATES OF PAY</u>	31
<u>ARTICLE 48 - RETIREMENT BENEFIT PLAN</u>	33
<u>ARTICLE 2 – SCOPE AND RECOGNITION</u>	
2:01 – 2:04 Scope and Recognition	1
2:05 Definitions	1
<u>ARTICLE 12 – SENIORITY</u>	9
<u>ARTICLE 45 – SEVERANCE PAY</u>	31
<u>ARTICLE 20 – SICK LEAVE</u>	
20:01 Sick Leave Defined.....	17
20:02 Amount of Sick Leave	17
20:03 Permanent Employees Working Less Than Full Time	17
20:04 Medical Certificate	17
20:05 Medical/Dental Appointments	17
20:06 Accumulated Sick Leave Credits.....	18
20:07 Statement of Sick Leave Days	18
20:08 Sick Leave During Leave of Absence	18
<u>ARTICLE 17 – STAFF CHANGES</u>	
17:01-17:03 Job Postings	13
17:04 Information for postings	14

17:06	Familiarization Period.....	15
	<u>ARTICLE 7 – STRIKES AND LOCKOUTS</u>	4
	<u>ARTICLE 35 – TECHNOLOGICAL CHANGE</u>	27
	<u>ARTICLE 29 – TEMPORARY CLOSING OF SCHOOLS/EARLY DISMISSAL</u>	22
	<u>ARTICLE 52 – TEMPORARY EMPLOYEE/TEMPORARY ASSIGNMENT</u>	34
	<u>ARTICLE 8 – UNION MEMBERSHIP AND DUES CHECKOFF</u>	4
	<u>ARTICLE 5 – UNION RIGHTS</u>	2
	<u>ARTICLE 13 – VACATION ENTITLEMENTS</u>	
13:01	Vacation Pay Entitlement – 10 Month Employees.....	10
13:02	Vacation Entitlement – 12 Month Employees.....	11
	<u>ARTICLE 40 – WORKPLACE SAFETY & INSURANCE BOARD</u>	
40:01	W.S.I.B.....	28
40:02	Sick Days	28
40:03	No Termination for Employees on W.S.I.B.	29
40:04	Representation	29
	APPENDIX A – SICK LEAVE UTILIZATION FOR MEDICAL APPOINTMENTS	
	APPENDIX B – TEMPORARY CLOSING OF SCHOOLS/EARLY DISMISSAL	
	APPENDIX C – BENEFITS	
	APPENDIX D – GRANDFATHERED EMPLOYEES	
	APPENDIX E – JOB SECURITY LISTING	
	APPENDIX F – PROFESSIONAL DEVELOPMENT	
	APPENDIX G – ELEMENTARY ADMINISTRATIVE ASSISTANTS GRANDFATHER	

OSSTF- O/C/L COLLECTIVE AGREEMENT

1:00 PURPOSE

1:01 It is the purpose of this Collective Agreement to establish and maintain collective bargaining relations between the Board and its employees, herein after called the parties, to set forth certain terms and conditions for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages, allowances and related benefits for all employees who are subject to the provisions of this agreement.

1:02 It is the expressed desire of the parties to maintain a harmonious relationship and to recognize the material value of joint discussions and negotiations.

2:00 SCOPE AND RECOGNITION

2:01 (a) The employer recognizes the Ontario Secondary School Teachers Federation (OSSTF) as the sole and exclusive bargaining agent authorized to negotiate on behalf of the Office, Clerical, Secretarial and Library employees employed by the Keewatin-Patricia District School Board save and except Supervisors and casual employees.

2:02 The employer recognizes the negotiating team of the bargaining unit as the group authorized to negotiate on behalf of the union. The Board shall not unreasonably deny the negotiating team's request for release time in order to prepare for and participate in negotiations. The union shall reimburse the Board for wages and statutory benefits of the absent employee, only when they are replaced, for release in excess of twenty (20) days.

2:03 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

2:04 The Employer further recognizes the right of OSSTF to represent a member at any meeting when the conduct or competence of the member is being considered.

Further to this, the employer shall inform the employee of their right to OSSTF representation.

2:05 DEFINITIONS

- a) "Employer" or "Board" shall mean the Keewatin-Patricia District School Board, or its predecessors.
- b) "OSSTF" or "Union" shall mean the Ontario Secondary School Teachers Federation.
- c) "District" shall mean District 5A Northern Shield of the OSSTF.
- d) "Day" shall mean an employee's working day.
- e) "Agreement" shall mean the Office/Clerical/Library (OCL) Bargaining Unit Collective Agreement.
- f) "Permanent Employee" shall mean an employee employed by the Board on a full-time or part-time basis holding a permanent position with the Board.

- g) "Probationary Employee" shall mean an employee who has not acquired permanent employee status or seniority as set out elsewhere in this Collective Agreement.
- h) "Full-time Employee" is defined as an employee employed on a regular basis for either 6.5 hours per day or 7 hours per day
Effective the first working day of the 2009-2010, school year "Full-time Employee" is defined as an employee employed on a regular basis for 7 hours per day.
- i) "Half-time Employee" is defined as an employee employed on a regular basis for one-half (1/2) of the full-time positions
Effective the first working day of the 2009-2010 school year "Half-time employee" is defined as an employee employed on a regular basis for 3.5 hours per day.
- j) "Casual employee" shall mean an employee hired to fill a vacancy for a period not expected to exceed three (3) consecutive months. If the casual employee works in the assignment three consecutive months or more due to special circumstances, the status of the employee will be changed to a temporary employee.
- k) "Temporary employee" shall mean any person who has posted to a temporary assignment of more than three (3) consecutive months.
- l) "Temporary Assignment" shall mean a temporary vacancy of more than three (3) consecutive months which is known in advance. Such position shall be posted as a temporary assignment in accordance with Article 17:00.
- m) "Member" shall mean an employee of the Board that is performing duties for the Board in one of the classifications described in Article 201, save and except Supervisors and casual employees.
- n) "Party(ies)" shall mean the Union and/or the Board.
- o) "Spouse" shall mean the person to whom an employee is lawfully married, or the person with whom the employee has been cohabiting in a spousal relationship including a person of the same sex.
- p) "Workplace" shall mean the work location of the employee.
- q) "Ten (10) month employees" are defined as personnel employed for a minimum 214 days, comprised of working days and statutory holidays.

3:00 DISCRIMINATION

3:01 It is agreed that there shall be no discrimination, interference, restriction or coercion exercised or practiced by the Board or the Union. The parties agree that there shall be no discrimination against employees in violation of the Ontario Human Rights Code and the Ontario Labour Relations Act or relating to membership in and/or activities associated with the union.

3:02 It is not the intent of this provision to prevent the Board from instituting a mandatory retirement age policy.

3:03 Whenever the singular is used in this agreement it shall be considered as if the plural has been used.

3:04 The use of feminine gender in this agreement should also be considered to include masculine.

4:00 MANAGEMENT RIGHTS

4:01 The Union acknowledges that it is the exclusive function of the Board to maintain order, discipline and efficiency; administer and manage all affairs of the Board;

hire, discharge, direct, transfer, classify, promote, demote or discipline employees providing any claims that the Board has exercised the above rights in a manner inconsistent with the terms of this Agreement may be the basis of a grievance.

4:02 The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable and consistent with this collective agreement.

4:03 The Board agrees to adhere to all applicable provincial statutes and regulations affecting its relationship with employees covered by this Collective Agreement.

4:04 No member covered by this Agreement will be required to enter into any agreement that is in conflict with this agreement.

5:00 UNION RIGHTS

5:01 The Employer shall provide bulletin boards for the use of the Union at appropriate locations.

5:02 The Union shall notify the employer in writing of the names of its representatives as follows: Officers, Bargaining Committee members, and Grievance Committee members.

5:03 The employer shall provide the Union President upon request within thirty (30) days, with all necessary information relating to employees within the bargaining unit.

5:04 The Union may be allowed to use the inter-school mail service and electronic mail service for the purpose of communicating with its members provided there is no cost to the Board.

5:05 The Board shall advise all new employees that a Collective Agreement is in effect and include a copy of the Collective Agreement and a List of Union Executive Members (provided by the Union to Human Resources) in their hiring package.

5:06 Any official correspondence from the Union or Bargaining Unit shall be sent to the Human Resources Office of the Board unless otherwise stated in this Agreement.

5:07 The Union shall be allowed to carry out union business on the Employer's premises at no cost to the union and at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings, and conference between Union Officials and members.

5:08 The Union and its members shall have the right, at any time, to have the assistance of representatives of the Bargaining Unit and/or Federation.

5:09 a) No Bargaining Unit member will be required to perform duties outside the scope of their job descriptions.

- b) Persons outside the Bargaining Unit shall not perform the work of Bargaining Unit members except in cases of emergencies or circumstances brought about by weather.
- c) In the absence of the school administration:
 - i) the Principal will communicate with the school secretary as to who is authorized to act in their absence.
 - ii) Where no one has been designated by school administration, school office personnel will return students who have been referred to the office for behavior issues to the classroom teacher.

5:10 No Bargaining Unit member shall be laid off or be given a reduction of hours or a change in regular scheduled hours of work as a result of the use of volunteers, co-op students, or workfare placements.

6:00 PERSONNEL RECORDS

6:01 a) The only recognized personnel file of an employee shall be maintained in the Human Resources Department of the employer. The file shall be available and open to the employee or an authorized Union Official acting upon the written authority of the employee. In the presence of the Human Resources Manager, or designate, the material shall be available for copying during the regular work hours of the Department.

b) The parties agree to establish a committee with equal representation to develop a performance appraisal procedure. This committee will be disbanded upon completion of this document and further discussions will occur at the Labour Management meetings.

c) The Board agrees to use the jointly developed Performance Appraisal Procedure for evaluation of all members.

d) When an employee receives a performance appraisal report, which is rated unsatisfactory, with the permission of the employee, the Board shall notify the Bargaining Unit President.

6:02 a) Employees shall receive copies of any disciplinary materials or performance evaluation material placed in their personnel file.

b) An employee shall have access to examine their personnel file upon prior arrangement with the Human Resources Manager. Upon request, the employee shall be provided with a copy of material contained in the file.

c) Upon written request of the employee to the Human Resources Manager, a written warning or other disciplinary action may be removed from the employee's personnel file after two (2) years providing the personnel file has been free of any related written warning or other disciplinary action during the two (2) year period.

6:03 The Employer agrees to comply with the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

6:04 An employee shall be entitled to append and attach comments to the file in the event that they dispute information contained therein.

7:00 STRIKES AND LOCKOUTS

7:01 The Board agrees that there shall be no lockout of the Bargaining Unit and O.S.S.T.F. agrees that there shall be no strike of the Bargaining Unit during the term of this agreement. Lockouts and strikes shall be as defined in the Ontario Labour Relations Act.

7:02 Where an Employee feels that his/her safety is jeopardized by crossing a picket line, the Employee shall contact the Director of Education or designate, who in turn will provide for the safety of the employee in reporting for work.

8:00 UNION MEMBERSHIP AND DUES CHECK OFF

8:01 All permanent and temporary employees shall, as a condition of their employment, either maintain membership in OSSTF or join OSSTF within thirty (30) days after the signing of this Collective Agreement and remain members in good standing. All new permanent and temporary employees, upon completion of probationary period, shall as a condition of employment join OSSTF within thirty (30) days of employment, and remain members in good standing.

8:02 The Board shall deduct from every wage payment to permanent and temporary employees all fees levied and assessed in accordance with the constitution and bylaws of O.S.S.T.F. These deductions shall be remitted to the Treasurer of O.S.S.T.F. not later than the fifteenth (15th) day of each month following. Such remittance shall be accompanied by a list identifying the employees, the amounts deducted and the standard hours worked.

8:03 The Bargaining Unit will provide the Board with a copy of the motion(s) passed at a general meeting of District 5A authorizing the Board to deduct a levy from the payroll of all employees such amounts as are authorized and the Board will forward such deductions to the treasurer of the bargaining unit.

8:04 O.S.S.T.F. agrees to indemnify and save harmless the Board from any and all of the consequences of making and paying deductions to O.S.S.T.F. in accordance with this article.

9:00 GRIEVANCE AND ARBITRATION PROCEDURE

9:01 Definition of Grievance

A grievance under this Agreement shall be defined as any difference between the Employer and any employee(s), or the Federation, related to the interpretation, application, administration, or alleged violation of this Agreement, of any relevant legislation or of an existing practice including any question(s) as to whether a matter is arbitrable.

9:02 Replies in Writing

Replies to grievances, stating reasons, shall be in writing at all stages.

9:03 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

9:04 Representative Rights

The Federation shall have the right at any time to have the assistance of representatives of the Ontario Secondary School Teachers Federation when dealing with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

9:05 Settling of Grievances

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step One

The employee concerned, together with the appropriate Federation Representative, shall verbally present the complaint and redress sought to the Appropriate Supervisor within ten (10) working days of the circumstances which led to the complaint, or employee(s) becoming aware of the circumstances leading to the grievance, but not thereafter. The Appropriate Supervisor shall reply in writing within ten (10) working days after verbal presentation.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) the clauses in the Collective Agreement alleged to be violated; and
- iii) the relief sought; and
- iv) the signature of the duly authorized official of the Bargaining Unit.

Step Two

Failing settlement at Step One, the Federation Representative shall, within five (5) working days of the Supervisor's reply in Step One, submit the grievance to the Human Resources Manager, or designate who will arrange a meeting to discuss the grievance, within a maximum of ten (10) working days.

The Human Resources Manager shall reply in writing within ten (10) working days of the meeting.

Step Three

Failing a satisfactory settlement being reached in Step Two, the Federation may within twenty (20) working days of the reply in Step Two, refer the dispute to Arbitration.

9:06 Failure to Act Within Time Limits

Failure of the Grievor or Federation to process a grievance to the next step in the Grievance Procedure within the time limits specified, shall mean that the grievance is abandoned. Failure of the Board to comply with the stipulated timelines shall mean that the Bargaining Unit may pursue the grievance at the next step of the procedure.

9:07 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by written mutual agreement of the parties to this Agreement.

9:08 Policy Grievance – Union

Such grievance must be filed within ten (10) working days of the circumstances which lead to the complaint, or employee(s) becoming aware of the circumstances leading to the grievance, but not thereafter, to the Human Resources Manager.

A meeting with the Human Resources Manager may be requested (at which the President, Chief Negotiator and Grievance Officer of the Federation shall be present) within ten (10) working days from the date of filing the grievance.

The Human Resources Manager will within ten (10) working days after the meeting give a written reply to the grievance to the Federation.

If the written reply has not settled the grievance to the satisfaction of the Federation, or if a written reply is not received by the Federation within ten (10) working days after the meeting with the Human Resources Manager, the Federation may within ten (10) working days after the receipt of the reply or within twenty (20) working days after the mailing of delivery of the grievance in case no written reply is received, refer the grievance to arbitration.

Unless otherwise agreed to in writing, the Federation shall comply with the time limits set out in this clause. Failure to do so will result in the grievance being abandoned.

9:09 Policy Grievance Board

The Board may file a written grievance where a dispute involving a question of general application or interpretation of the Collective Agreement arises.

The Board Grievance shall be filed with the President of the Bargaining Unit or

designate within ten (10) working days of the Board becoming aware of the circumstances which gave rise to the grievance.

The President of the Bargaining Unit or designate shall meet with the Board to discuss the policy grievance. Within ten (10) working days of receipt, of the grievance by the President of the Bargaining Unit or designate.

The President of the Bargaining Unit or designate shall provide a written response to the grievance to the Director of Education within ten (10) working days of the meeting.

If the response of the President of the Bargaining Unit or designate is not satisfactory, the Board may refer the grievance to arbitration within twenty (20) working days of receipt of the response of the President of the Bargaining Unit or designate.

9:10 ARBITRATION

The party desiring arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an arbitrator within ten (10) working days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party.

Notwithstanding the above, upon written request of either party, the grievance may be submitted to a Board of Arbitration by mutual consent of the parties. The written request shall contain the name of the first Party's appointee to an Arbitration board. The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its appointee to the Arbitration board. Where two appointees are so selected, they shall appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson the appointment shall be made by the Minister of Labour upon the request of either party.

Expenses of the sole arbitrator or Chairperson will be shared equally by the parties. Expenses of the appointees will be borne by the appointing party.

9:11 Failure to Appoint

If the recipient of the notice fails to appoint an Arbitrator, or if the two Appointees fail to agree upon a Chairperson within thirty (30) days of appointment, the appointment shall be made by the Ministry of Labour, upon the request of either party.

9:12 Decisions of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any

discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

9:13 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration, to clarify the decision.

9:14 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the Nominee it appoints;
- (b) one-half the fees and expenses of the Chairperson.

9:15 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

9:16 Permission for the grievor and Union representative to leave their work without loss of salary to take part in the processing of a grievance through the grievance/arbitration procedure shall be granted by the Board under the following circumstances:

- a) All time shall be devoted to the prompt handling of the grievance.
- b) The Union representative and grievor concerned shall obtain the permission of the appropriate immediate Supervisor(s) before leaving their work. Such permission shall not be unreasonably withheld. In the absence of the immediate Supervisor, the Union representative and the grievor shall notify the office of the appropriate Superintendent that the representative and grievor will be away from their work location.
- c) Should the nature of a grievance require a Union representative to visit the work area of an aggrieved Member, the Union representative and the Board shall establish a mutually satisfactory time for the visit.

A Member, subject to clause 9:15, whose attendance is required at a meeting related to this Article shall be paid at the rate of pay that would normally be paid if the Member had been at work for the day.

10:00 DISCIPLINE AND DISCHARGE

10:01 No permanent or temporary employee shall be disciplined, demoted or discharged without just cause.

10:02 An employee is entitled, prior to the imposition of demotion, discipline or discharge, to be notified at a meeting with management of the reasons for considering such action, unless the employee is a danger to himself/herself or others. The employee shall be accompanied by a Union representative, who shall be advised 24 hours in advance by management of the time and place of the meeting. Such meeting may take place sooner than twenty-four hours as

mutually agreed.

10:03 The employee has the right to reply to such a report and that reply shall become part of the employee's file.

10:04 The employees shall be notified in writing of the grounds for discipline or discharge.

11:00 **PROBATIONARY PERIOD**

- a) Each new employee shall serve a three (3) month probationary period.
- b) Upon successful completion of the probationary period the employee's seniority shall revert back to the start date.
- c) A probationary interview and evaluation shall take place prior to the end of the three (3) month period which may result in the extending of the probationary period for up to three (3) months. Results of the interview must indicate the reasons for the extension. The Bargaining Unit President will be notified should a probationary period be extended.
- d) A probationary employee shall be entitled to all rights and privileges of this Collective Agreement, except with respect to discharge. The Bargaining Unit President will be notified when a probationary employee is terminated.
- e) An employee whose probationary period has been extended cannot post to a new position during the extension period.

12:00 **SENIORITY**

12:01 Seniority is defined as the length of continuous service with the employer while holding a permanent position in the Bargaining Unit.

12:02 Seniority will be calculated according to the permanent employee's most recent start date in the Bargaining Unit. In the case of a temporary employee, seniority is in accordance with Article 52:04.

In the event of a tie, a tie breaker will be determined by lot by the Union.

12:03 Seniority shall operate on a Bargaining Unit wide basis.

12:04 In making staff changes or promotions, appointments shall be made of the applicant with the greatest seniority and having the necessary skills, abilities, qualifications and knowledge.

12:05 a) Continuity of seniority shall not be broken for an approved Leave of Absence for up to two (2) years. Such leave shall not exceed twenty-four (24) months without mutual agreement of the Parties. If the Member is working for the Board, union dues shall continue to be deducted during this time. The Board agrees to notify the Union within five (5) days of granting an extended leave.

b) Other circumstances may be agreed to upon mutual consent of both parties.
12:06 An employee shall only lose his/her seniority in the event:

- a) The employee is discharged for just cause and is not reinstated;
- b) The employee resigns;
- c) The employee is laid off for a period longer than three (3) years.

12:07 An up-to-date seniority list for all Bargaining Unit employees will be sent to the Bargaining Unit and forwarded to each employee by March 31st of each year, and will be deemed accepted within thirty (30) working days thereafter, unless written objections are received. An updated seniority list will be provided to Federation officials upon request for the purposes of administering Federation business.

12:08 Employees requesting an adjustment to their seniority must do so in writing to the Human Resources Office, with a copy sent to the President of the Union. The seniority lists may be revised at any time to address errors or omissions with the mutual consent of the Employer and the Union.

13:00 VACATION ENTITLEMENTS

13:01 Vacation Pay Entitlement - 10 Month Employees

- a) The following schedule shall apply to 10 month employees covered by this Collective Agreement who will receive vacation pay:

From the first day of employment to the day before the third anniversary date	Four (4) percent
From the third anniversary date to the day before the ninth anniversary date	Six (6) percent
From the ninth anniversary date to the day before the fifteenth anniversary date	Eight (8) percent
On and after the fifteenth anniversary date	Ten (10) percent

An additional 0.2 percent per complete year of service in excess of twenty (20) years to a maximum of two (2) percent.

- b) Employees shall receive vacation pay paid bi-weekly in accordance with credited service.

13:02 Vacation Entitlement - 12 Month Employees

- a) Employees shall receive an annual vacation with pay in accordance with the following:

In the first year	Two (2) weeks
In the third year	Three (3) weeks
In the ninth year	Four (4) weeks
In the fifteenth year	Five (5) weeks

One day per complete year of service in excess of twenty years, to a maximum of ten (10 days). This is interpreted as meaning that the entitlement is based on the vacation year in which the anniversary falls.

- b) Entitlement is based on the vacation year in which the anniversary falls.
- c) The vacation year for which accrual is to be used shall run Sept. 1 to August 31 in accordance with (f) below.
- d) Vacation entitlement/pay will be addressed on a case by case basis for employees who transition from ten (10) month to twelve (12) month positions (and vice versa).
- e) Upon retirement or resignation, employees hired prior to September 1, 1998, shall be credited with pro-rated vacation in respect of days worked since their most recent previous allocation of vacation time. Employees who have transitioned between ten (10) and twelve (12) month positions over the life of their employment will be dealt with on a case by case basis.
- f) Effective Sept. 1/99 all employees will be credited with the full vacation credit for which they are entitled based on the prior year's accrual.
- g) Such vacation will be taken during the Christmas Break, March break, and during a mutually agreeable time in July and August. Exceptions to this may occur due to operational requirements.
- h) One week of vacation may be taken during the school year.

13:03 If a paid holiday falls or is observed during an employee's vacation, the employee shall be granted an additional day's vacation for each holiday, in addition to their regular vacation time.

14:00 PAID HOLIDAYS

14:01 Employees shall be granted the following paid holidays without loss of their regular straight time rate of pay for that day:

- | | |
|----------------------------|---------------------------|
| Half Day Before New Year's | August Civic Holiday |
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Half Day Before Christmas |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Family Day | |

Should any of the above holidays fall on a Saturday or Sunday, the Employer will schedule the "in lieu" day to be taken off within the previous or following week.

Payment for holidays falling on a Saturday or Sunday will be included in regular pay for the pay periods in which the "lieu days" occur.

14:02 In lieu of Remembrance Day, the Board shall grant a floating paid holiday to be used by the employees at a mutually agreeable time during the school year. Employees not employed on November 11th of the school year will not be entitled to the floater for that school year. Should an employee utilize their floater and resign prior to November 11th, the employee will be required to reimburse the employer by deduction from their final pay.

14:03 An employee shall not lose holiday pay if the holiday falls during an absence when sick leave credits are being utilized.

14:04 Employees working less than full time will be paid for such holidays on a prorated basis.

15:00 HOURS OF WORK

15:01 a) The regular work week for full time employees shall be five (5) days per week, Monday through Friday. During the months of July and August, the March break and the Christmas break, for twelve (12) month OCL employees, alternate arrangements may be made with the mutual agreement of the employee and their supervisor with notification given to the union.

b) Hours of work shall be assigned to comply with Article 2:05 Definitions.

15:02 The normal hours of work for employees shall be within the hours of 8:00 a.m. to 5:00 p.m. with one hour for lunch. Hours worked must be consecutive. This applies to all work sites including schools where the Balanced School Day has been implemented or will be implemented.

15:03 All employees shall be entitled to two (2) fifteen (15) minute paid break periods per work day. One break shall be taken in the first half of the employee's work day and the other shall be taken in the second half of the employee's work day. Breaks shall be scheduled, as close as possible, to 10 a.m. in the morning and 2:00 p.m. in the afternoon. Breaks shall not be taken at the beginning or end of the school day and cannot be combined. Employees may take their breaks away from their workstation. Half-time employees shall be entitled to one (1) fifteen (15) minute break per day scheduled at the mid-point of their working day. Where the balanced school day has been implemented employees may elect, in consultation with their supervisor, to adjust their breaks to coincide with the balanced day.

15:04 Employees shall be assigned either as full-time or half-time only. Exceptions to this may be specific cases where an alternate work week is more appropriate for the operational needs and is mutually agreed to by both parties.

16:00 OVERTIME

16:01 Overtime shall be defined as any hours worked on the direction of the employer, in excess of thirty-five hours per week. Overtime work shall normally be on a voluntary basis. The employer shall endeavour to keep overtime to a minimum.

16:02 Any authorized overtime may, as mutually agreed to, be either paid at a rate of time and one-half or the employee may take time off equal to the overtime rate in lieu of overtime payment. Where an employee elects to take time off, time taken shall be at a mutually agreed time. Any hours banked and not taken as lieu time in the school year in which they were earned, will be paid out on the first pay of the following school year at the rate at which they were earned. Where requested, in writing, prior to August 1st, employees will be allowed to carry over thirty-five hours of overtime from school year to school year.

16:03 Approval of the immediate supervisor is required before overtime work can be undertaken.

16:04 The Employer will provide notice twenty-four (24) hours in advance (except in cases of emergency) of any night activity in the schools or offices of the employer where it is necessary to have an employee in attendance.

16:05 Where possible, overtime work shall be distributed as evenly as possible among those normally performing the work.

16:06 A permanent employee working less than full time who works in a casual assignment replacing another bargaining unit member will be paid their regular rate of pay, at straight time, for that casual work. Such pay will be subject to union dues.

17:00 STAFF CHANGES

17:01 Job Postings

i) When a permanent or temporary vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union in writing and internally post the notice of the position within ten (10) working days in the Employer's offices for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore.

ii) Where a position is changed from 12 month to 10 month the incumbent will be given first opportunity to accept the position. Should the incumbent not accept the position, they would then be laid off and the position will be posted as per i) above.

iii) The postings should be sent by e-mail as an additional insurance that every employee is aware of the postings, however non-receipt of an e-mail will not be the basis of a grievance. Human Resources should retain confirmation that faxes of postings have been successfully sent and received and the Union shall have access to verification of transmission reports upon request. If there are postings in the summer, they shall be mailed to all Members.

17:02 a) For permanent positions, the Board agrees that first consideration will be given to employees in positions covered by this Bargaining Unit.

- b) For temporary assignments, the Board agrees that first consideration will be given to permanent employees. The resulting subsequent vacancy will be offered to permanent employees.
- c) Subsequent vacancies, shall be filled externally as a result of b).
- d) In all of the above, the Board agrees to fill job vacancies in order of seniority within the Bargaining Unit provided the applicants have the appropriate qualifications for the vacant position.
- e) The Board shall transfer the successful applicant to the new position within thirty (30) calendar days of the final selection unless the posting specifies a later start date, and unless there is mutual agreement between the Bargaining Unit President and the Board.
- f) Where an employee is placed in a position not previously held, the Board will endeavour to provide a minimum of two (2) days overlap to provide training and continuity at the worksite.

17:03 a) No incumbent shall lose a position or an opportunity within a classification as the result of a change in qualifications. It is assumed that incumbents within a classification are qualified by virtue of holding a position within a classification.

- b) Effective September 1, 2004, employees moving to a higher classification shall receive the next highest increment to the employee's current rate of pay within the higher classification.

17:04 Information for postings

Such notice shall contain the following information:

- Nature of the position
- Qualifications
- Required knowledge
- Skills required
- Hours of work/months and
- Wage or salary rate or range/location

- 17:05**
- (a) All casual employees will not be required to pay dues and shall not form part of this Collective Agreement.
 - (b) Upon request of the Union, the Board shall supply the Union with details of the employment status of a casual employee performing Bargaining Unit work.

17:06 Familiarization Period

The successful applicant shall be placed on a familiarization period for three (3) months. In the event that an employee who is transferred proves unsatisfactory in the position during the aforementioned familiarization period, or at the employee's own request, at anytime during the familiarization period the employee shall return to their former position, provided the position still exists, without loss of seniority and at the former wage or salary. Any other employee promoted or transferred because of rearrangement of positions shall also be returned to their former position at the former wage or salary without loss of seniority. Should the position no longer exist, the employee will exercise their options under Article 18:00, Lay Off and Recall.

17:07 Half-time employees shall have the right to apply to a second half-time vacant or new position subject to seniority, before external hiring. The employer will endeavour to schedule half-time positions so that half-time employees will have access to an additional half-time position.

- 17:08**
- a) A member who is absent from work who is on sick leave, is claiming Workers' Safety Insurance Board (WSIB) or Long Term disability(LTD) benefits shall retain the position held by the Member immediately prior to the absence up to a maximum of twenty-four (24) months.
 - b) At the end of the twenty-four (24) month period the Member's position shall be declared vacant and posted in accordance with Article 17:00 - Job Postings.
 - c) A member who returns to employment after the twenty-four-(24) month period shall be subject to the provisions of Article 18:00 - Layoff & Recall.

18:00 LAYOFF AND RECALL

18:01 a) Definition of Layoff

Layoff shall include a reduction in the normal daily or weekly hours of work of one or more full time or part time employees.

b) Layoff Procedure

In the event of a layoff, employees shall be entitled to move as follows:

- i. Accept the layoff; or
- ii. Displace another employee who has lesser Bargaining Unit seniority subject to meeting the requirements of the position including knowledge, skill, ability and qualifications

RECALL PROCEDURE

Laid off employees with recall rights will not be recalled prior to the application of Article 17:00 in its entirety.

Employees will be recalled, as follows, to all positions remaining open or vacant subsequent to the application of Article 17:00, and before hiring externally.

- a) Employees shall only be recalled by telephone with follow-up notification by mail to the last known address. It is the responsibility of the employee to inform the Board of any changes to their mailing address. Employees shall be recalled in order of seniority to a position within the bargaining unit provided the employee subject to recall has the abilities and qualifications to perform the duties.

In the event that telephone contact cannot be made, it is understood that notification by mail is deemed to have occurred five (5) days after being sent.

- b) It is the sole responsibility of the employee who has been recalled to notify the Board of their intention to return to work within seven (7) days from the date of recall. The employee shall return to work within twenty-one (21) days from the date of recall, or such other time as mutually agreed.
- c) Where the employee fails to notify the Board of their intention to return to work in accordance with b) they shall lose all seniority and be deemed to have quit the employ of the Board.
- d) Recall rights shall be open to those laid off employees for a period of thirty-six (36) months from the date of layoff without loss of seniority.
- i) Employees have the option to accept or decline a position inside their attendance area or remain on the recall list. If recall is offered to a position within the employee's attendance area, of equal pay and hours of work to their former position, the employee may decline the first offer of recall, however, should an employee decline such recall a second time they shall be deemed to have resigned;
- ii) Employees have the option to accept or decline a position outside of their attendance area or remain on the recall list
- e) For the purposes of this clause, attendance areas are defined as follows:
- | | |
|---------------|--|
| Kenora | (including Kenora and Sioux Narrows) |
| Red Lake | |
| Ear Falls | |
| Dryden | (including Vermilion Bay, Oxdrift, Dryden, and Wabigoon) |
| Ignace | |
| Sioux Lookout | (including Sioux Lookout and Hudson) |

- f) Employees on recall may choose to continue to participate in the group benefit plan at 100% premium cost to the employee, paid monthly in advance. Failure to provide payment will result in cancellation of the employee's coverage.

19:00 CONTRACTING OUT

19:01 No work which is normally or customarily performed by employees within job classifications covered by this collective agreement, shall be subcontracted by the Board to any outside source or agency excluding grant funded student placements.

20:00 SICK LEAVE

20:01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety & Health Act.

20:02 Amount of Sick Leave

Sick leave shall be earned by full-time employees on the basis of one and two-thirds (1 2/3) days for every month of service. An employee shall be entitled to accrual of the unused portion of sick leave for his future benefits for a total of 240 days. Any employee who currently has a greater accumulation shall not suffer any reduction unless that employee utilizes such days.

20:03 Permanent Employees Working Less Than Full Time

- a) Each permanent employee working less than full time is entitled to a sick leave credit pro-rated on the basis of one and two thirds (1 2/3) days per month.
- b) Each permanent employee working less than full time shall accumulate on a pro-rated basis. In addition, the cap in 20:02 shall be pro-rated. In addition, for retirement benefit purposes, the cap shall be 150 days.
- c) Sick leave accumulated prior to September 1, 2001, shall be converted to actual hours in order that employees working less than full time will be deducted in actual hours for sick leave utilized.

20:04 Medical certificate of illness and/or fitness to return to duties may be required after prolonged or repeated illness. Where such medical certificate is requested by the Board, the Board shall reimburse the Bargaining Unit member for the cost of the certificate.

20:05 Medical/Dental Appointments

- a) Employees shall be allowed to utilize banked overtime or a mutually altered work schedule, where possible, in order to accommodate medical appointments in town.

- b) Out of town medical appointments
Employees will be allowed to utilize sick leave for out-of-town medical appointments in accordance with Human Resources Policy/Procedure entitled "Sick Leave Utilization for Medical Appointments" dated August, 2004. (see Appendix "A")

20:06 Accumulated sick leave credits may be transferred from a prior Board or Municipality according to the provisions of the Education Act, R.S.O.

20:07 Effective October 31st of each year the Board shall provide each member a statement of the number of days in the member's sick leave credit account and the number of sick leave days to which the member is entitled for the current calendar year.

20:08 Sick Leave During Leave of Absence
When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work, and returns to work, upon expiration of such leave of absence, etc., he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or layoff.

21:00 **BEREAVEMENT LEAVE**

21:01 In the event of a death in the immediate family, the employee is allowed a leave, without loss of salary or seniority, of up to a maximum of five (5) consecutive working days.

21:02 Immediate family shall include: employee's spouse or partner, children, step-children, parents, step-parents, adoptive parents, parents-in-law, brothers, step-brothers, brothers-in-law, sisters, step-sisters, sisters-in-law, daughters-in-law, sons-in-law, grandparents, step-grandparents, grandchildren, step-grandchildren, grandparents-in-law, and legal guardians, etc. Additional travel time may be granted at the discretion of the Director of Education or designate.

21:03 In cases where necessary to take Bereavement Leave the employee shall advise the supervisor or designate concerned as soon as possible.

21:04 Should a death in the immediate family occur during an employee's sick leave, vacation, or other paid holiday periods, the bereavement leave clause will take precedence.

22:00 **COMPASSIONATE LEAVE**

22:01 Compassionate leave of up to three (3) consecutive working days shall be granted to an employee without loss of salary in the event of serious illness or injury to a member of the employee's immediate family. The duration of this leave will be at the discretion of the immediate supervisor, or designate.

22:02 Compassionate leave without loss of salary may be extended up to two (2) more days at the discretion of the Director of Education or designate.

22:03 Immediate family for the purpose of compassionate leave is defined as: the employee's spouse or partner, children, step-children, parents, and step-parents, brother, sister, and parents-in-law.

General Leave

22:04 The Board may grant a short term leave of absence up to four (4) weeks without pay for special situations that may arise from time to time. Such leave must be approved by the Supervisor with concurrence from the Director or designate.

23:00 LEAVE OF ABSENCE FOR ILLNESS OF CHILDREN

Where no one at home other than the employee can provide for the needs during illness of an employee's dependent child, an employee shall be entitled, after notifying their immediate supervisor, to use up to two (2) accumulated sick leave days per year to care for the dependent child who is ill.

24:00 PREGNANCY/ADOPTION/PARENTAL LEAVE

24:01 Pregnancy Leave

The Board shall grant to an employee a pregnancy leave in accordance with Employment Standards Act, 2000, and its Regulations, as amended from time to time.

For the period of statutory pregnancy leave, payments made according to the supplementary employment benefit plan will consist of the following:

i) The Board shall provide for employees on Pregnancy Leave, a supplementary employment insurance benefits plan providing for payment of 100% of normal weekly earnings for the two (2) week waiting period for EI benefits. No such supplementary payment shall be paid for any period during which no regular duties would have been performed.

ii) Post Delivery (Pregnancy Leave)

Employees are also eligible to top up their EI benefits, up to a maximum of six (6) weeks, (from their sick leave earnings bank*). To receive this supplement, an employee must supply payroll with adequate information from HRSDC reflecting their weekly wage rate. The top-up pay will be the difference between what the employee receives from employment insurance and their normal pay. Pay will not exceed 100% of the employee's normal weekly earnings. No such supplementary payment shall be paid for any period during which no regular duties would have been performed.

* Until HRSDC Regulation 38 is changed, top-up pay will not be deducted from the employee's accrued sick leave credits.

a) Pregnancy leave means unpaid leave taken for the purpose related to giving birth.

- b) An employee must give the Board written notice at least two (2) weeks prior to the start of the pregnancy leave and provide a medical certificate indicating the expected date of birth. The actual dates may be altered for medical reasons. For short-term parental leave, these dates may be altered depending in the case of adoption on the date on which a child becomes available.
- c) An employee on Pregnancy leave shall continue to be entitled to all rights, benefits and privileges which the employee would normally be entitled to under the provisions governing Pregnancy Leave, including:
 - i) accumulation of credit for sick leave and seniority.
 - ii) participation in each type of benefit plan that is related to the individual's employment unless the employee elects in writing to not to do so.
 - iii) the Board shall continue to make Board's contribution to benefit plans such as pension plans, life insurance plans, accidental death plans, extended health plans and dental plans, unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions, if any.
- d) The timing and length of the leave (to a maximum of seventeen (17) weeks) shall be at the discretion of the employee and may begin no earlier than seventeen (17) weeks before the expected birth date referred to in section b).
- e) Except by mutual agreement of the parties concerned, the provisions governing pregnancy leave shall not apply to an employee unless the employee has worked continuously for the Board for at least thirteen (13) weeks before the expected birth date referred to in section b).
- f) Nothing in this article precludes an employee from entitlement to sick leave pay if absent because of complications arising out of pregnancy or post delivery recovery prior to, during or subsequent to pregnancy leave.
- g) An employee granted an unpaid leave of absence for pregnancy shall not be entitled to Sick Leave Benefits for the duration of the pregnancy leave.
- h) An employee returning from a pregnancy leave will be returned to her former position at the current contract salary, without loss of seniority. If the employee's position no longer exists, then the employee can exercise her rights under Article 18:00 Layoff and Recall.

24:02 Parental Leave

The Board shall grant to an employee a parental leave in accordance with Provincial requirements.

- a) Parental leave means unpaid leave taken following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.
- b) An employee who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay.
- c) Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- d) The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- e) The employee must give the Board at least two (2) weeks written notice of the date the leave is to begin, unless the employee who is the parent of a child stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, in which case the parental leave begins on the day the employee stops working.

In such cases, the employee must give the Board written notice that the employee wishes to take leave within two (2) weeks after the employee stops working.

- f) Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Board at least four (4) weeks written notice of that day.
- g) During parental leave, an employee continues to participate in each type of benefit plan that is related to the individual's employment unless the employee elects in writing not to do so.

The Board shall continue to make Board's contribution to benefit plans such as pension plans, life insurance plans, accidental death plans, extended health plans and dental plans unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions, if any.

- h) Seniority and sick leave credits will continue to accrue during parental leave.
- i) An employee returning from a parental leave will be returned to their former position at the current contract salary without loss of seniority. If the employee's position no longer exists, then the employee can exercise her or his rights under Article 18:00 Layoff and Recall.

25:00 JURY DUTY AND WITNESS LEAVE

Regular wages while attending jury roll call, serving on a jury, or acting as a

crown witness will be maintained.

26:00 FAMILY MEDICAL LEAVE

The Board shall grant to an employee a Family Care Leave in accordance with the Employment Standards Act 2000 and its regulations as amended from time to time.

27:00 PROTECTION FROM VIOLENCE

27:01 The Board acknowledges that employees should be protected, where possible, from violent unprovoked behavior. The parties to this agreement agree to work jointly through the School/Worksite JOHSC to address these issues through policy and procedure development that better ensures employee safety in the workplace.

27:02 The Parties recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary as per Board Policy – “Employee Code of Conduct”, #706, “Respectful Working and Learning Environment”, #708 and “Workplace Harassment”, #709. (Appendix G, H, and I – appended with current policies)

28:00 QUARANTINE

28:01 Leave with pay and without loss of benefits, experience or seniority shall be granted to an employee for a period of quarantine when declared by the Medical Officer of Health or designate.

28:02 If an employee is prevented from working at their usual work site as a result of an order by the Medical Officer of Health, or designate, the employee may be reassigned without loss of benefits, experience, or seniority.

29:00 TEMPORARY CLOSING OF SCHOOLS/EARLY DISMISSAL

Absence from duty shall be as per Board Policy #804, dated September 1, 2004. Attached as Appendix B.

30:00 LEAVE FOR ELECTED OR APPOINTED OFFICE

30:01 Upon written request, an employee shall be granted 30 unpaid leave days in order to seek nomination for Federal or Provincial office.

30:02 Upon written request, an employee may be granted an unpaid leave of absence in order to be a candidate in a Federal or Provincial election.

30:03 Employees elected or appointed in Federal or Provincial Government positions may be granted a leave without pay for the duration of their term.

30:04 Leave granted under this article shall not result in loss of seniority.

31:00 FEDERATION/UNION LEAVE

31:01 Federation leave shall be granted upon request for the purpose of carrying out federation business. This request shall be made in writing to the Human Resources Manager, or designate, prior to the commencement of leave. The Bargaining Unit may use a total of eighty (80) days per year.

31:02 Members on such leave shall receive from the Employer full salary and employee benefits including the accumulation of: seniority, sick leave, and all other rights and privileges under this Collective Agreement.

31:03 The Bargaining Unit shall notify the Employer of the names of members to receive such federation leave. Where possible, reasonable notice of such leave will be provided. The union shall reimburse the Board for wages and statutory benefits of the absent employee, only when they are replaced.

31:04 Employer-paid time release shall be granted to members who serve as Federation/Union representatives on Employer-Employee committees which are convened during working hours.

31:05 Provincial Support Workers Advisory Group (SWAG)

Should there be representatives from the Bargaining Unit, appointed to the Provincial Support Workers Advisory Group (SWAG) and/or the Provincial Workgroup on Workplace Violence which meet during the work day, they shall be granted paid leave by the employer as per Article 31:02.

Any such leave shall be in addition to any Union Leave granted in Article 31:01 Union Leave.

This section is effective from September 1, 2008, to August 31, 2012.

32:00 LEAVE OF ABSENCE WITHOUT PAY

32:01 An employee may be granted, upon request to the Director of Education or Designate, a leave of absence without pay for a period of up to one (1) year. Such leave may be extended for an additional year by mutual consent. An employee may be granted a leave of absence more than once in a lifetime.

32:02 Application for a leave of absence shall be provided to the employer at least two (2) months in advance of the commencement of leave. This period may be shortened by mutual consent.

32:03 Seniority shall continue to accrue during the leave period.

32:04 An employee taking leave shall retain benefit coverage provided the employee pays the full cost.

32:05 An employee returning from leave of absence without pay shall have the right to return to the same position or a mutually agreed upon position in accordance

with the rights and privileges of this Collective Agreement.

33:00 **DEFERRED SALARY LEAVE**

33:01 Leave of Absence

A one (1) year leave of absence may be granted to an employee, and through deferral of salary, the leave will be financed. Leave will be taken in the final year of the plan except as provided for below. The leave must commence no later than six (6) years after the date salary deferrals commence.

33:02 Written Application for Deferred Salary Leave Plan

An employee must make written application to participate in the Deferred Salary Leave Plan to the Director of Education, or designate. The application must include a schedule specifying the years involved and the proposed percentage of salary deferral each year. The employee must give a commitment, in writing, to continue to work for the Board for a period of one (1) year commencing from the employee's date of return to work from the leave.

33:03 Recommendations Concerning Leave Applications

If the Director of Education, or designate, wish to make recommendations concerning the leave application, such recommendations must be received by the employee within fifteen (15) days from the date of application.

33:04 Responses to Leave Applications

Acceptance or rejection of the leave plan application by the Board shall be in writing, setting out the terms and conditions of the leave, or explaining the reasons for denial, within thirty (30) days from the date of application.

33:05 Payment of Salary and Benefits

The payment of salary, benefits and the timing of the one (1) year of leave of absence shall be as follows:

- a) In each year of the plan, preceding the year of leave, the employee will be paid an agreed upon percentage of their regular base salary. The remaining percentage of salary will be deferred and this amount will be retained for the employee by the Board to finance the year of leave. The percentage of salary deferred each year cannot exceed thirty-three and one-third (33 1/3 %) of the employee's regular base salary.
- b) The deferred salary will be deposited in an individual trust account established by the Board. The interest credited to the accounts will be at rates determined by the financial institution. Any interest credited to the account during a calendar year will be paid to the employee at the end of the calendar year if required by the Canada Revenue Agency.
- c) Salary payments will be made on the employee's regular pay day. Deposits to the trust accounts will be made on the employee's regular month end pay date.

- d) During the year of leave, the employee may continue to participate in the Board's group insurance plans provided the insurance carrier allows continued participation and the employee pays one hundred percent (100%) of the applicable premiums.
- e) All amounts deferred shall be paid to the employee by the end of the taxation year following the year that the salary deferral period ended.

33:06 Returning to Work

On returning from leave, the employee will be returned to his/her former position.

33:07 Sick Leave Credits

Sick leave credits will not accumulate during the year the employee is on leave.

33:08 Seniority

The year of leave will count as credited service for seniority purposes and for Retirement Benefit purposes.

33:09 Withdrawal

An employee may withdraw from the plan at any time prior to ninety (90) days from the date on which the leave is scheduled to begin. Notice of such withdrawal must be made, in writing, to Human Resources.

33:10 Payment of Salary Following Withdrawal

An employee withdrawing from the plan as provided for above, will be paid a lump sum amount equal to the amount of salary deferred plus interest earned and unpaid to the date of withdrawal from the plan. Such a lump sum payment will be subject to any lawful or required deductions.

33:11 Employee Death

If an employee should die while participating in the plan, the balance of deferred salary and interest in the individual trust account held for the employee will be paid to the employee's beneficiary upon receipt by the Board of proper notice.

33:12 Postponement of Leave of Absence

Employees may postpone the year of leave for one (1) year at the discretion of the Director of Education, provided the postponement does not cause a violation of any plan restrictions. Notice of intent, with reasons to defer the year, must be made in writing, within ninety (90) days from the date the leave is scheduled to begin.

33:13 Restrictions of Salary and Wages

During the year of leave, the employee cannot receive any salary or wages from the Board other than the amounts deferred under the plan.

33:14 Contracts for Leave of Absence

Employees wishing to participate in the plan will be required to sign a contract supplied by the Board before final approval of participation will be granted.

33:15 O.M.E.R.S. Deductions

O.M.E.R.S. deductions and service credit will be calculated according to O.M.E.R.S. regulations in effect during the term of the plan.

34:00 **PROFESSIONAL DEVELOPMENT**

34:01 The Union and the Board agree that there is significant value to both the Board and employees covered by this agreement to provide professional development opportunities. The parties commit themselves to developing a professional development plan which will include, in part, the utilization of professional development funds that can be made available from the Union and the Board. The parties agree to meet and develop a plan by May of each year and to revise the plan on an annual basis.

34:02 For Professional Development purposes, the following applies to overtime:

Travel time will be paid at straight time only (for full time and part time employees)

e.g. normal work week = 35 hours per week – employee resides in Red Lake and travel time adds 6 hours – employee would be paid six additional hours at straight time only because it is travel time

For Professional Development purposes an employee shall be paid as if they were at their workplace. The normal hours of work may vary to accommodate the agenda of the professional development activity.

e.g. normal hours 8-4 / workshop 9-5

34:03 The Board agrees to designate one professional development day to the Union for use by the Union. The parties agree that no Board-mandated activities will take place on that day. Employees participating in professional development activities on that day shall receive their regular pay only.

Effective September 1, 2008, where with the agreement of the Board, the union organizes the Professional Development Day activities, the Board agrees to fund 50% of the union's expenditure up to a maximum of \$1500.00, upon receipt of an accounting of their revenues and expenses for the

activities.

34:04 Where, at the request of the Board, the union is requested to participate in meetings involving all bargaining unit presidents to review and address how Professional Development is handled, the union agrees to participate in such process and understands that this process may impact the existing language.

35:00 TECHNOLOGICAL CHANGE

35:01 Employees shall participate in training courses or training on procedures, equipment or software applications offered and paid for by the Board when applicable to bargaining unit jobs.

35:02 If the Board plans to introduce new equipment or revised operating procedures which will result in the elimination of an existing position or reclassification of a position or positions, the Board agrees to inform the Union of the planned changes at least sixty (60) calendar days prior to their implementation.

35:03 The Board agrees to discuss these changes with the Union prior to implementation with a view to determining means by which existing employees may qualify for the new or reclassified positions created by the changes.

35:04 If an employee makes application for a new or reclassified position as identified in Article 41:00 below and requires additional training to qualify for the position, the Board will give first consideration to the employee in filling the position and will provide such training as it considers necessary provided the employee can become qualified in what the Board considers to be a reasonable length of time. After the completion of the training period, the employee will be placed on a trial basis as defined in Article 17:06.

35:05 Furthermore, the Board undertakes:

- a) In the event that it is necessary to reduce the number of employees, to do so in accordance with Article 12:00, Seniority, and the following clauses:
- b) In the case of an employee who is permanently set back to a lower paid position because of new equipment or revised operating procedures, for a period of three (3) months to maintain the rate of their present position at the time of set back and for a further period of three (3) months to pay an adjusted rate which will be midway between the rate of their present position and the position to which they are being set back. At the end of this six (6) month period, the rate of the new permanent position will apply.
- c) In the case of a regular employee with one year of continuous service or more, who is laid off from the Board because of new equipment or revised operating procedures, the employee will be given a minimum of three (3) months notice of separation or equal pay in lieu of notice.

36:00 LABOUR-MANAGEMENT COMMITTEE

36:01 There shall be a Labour-Management Committee consisting of up to three (3) members appointed by the Employer and up to three (3) members appointed by

the Bargaining Unit.

36:02 The committee shall meet as required, within fifteen (15) days of the request of the Bargaining Unit representative or of the Employer to discuss matters of common concern.

36:03 In the event that meetings of the Committee take place during normal working hours it shall be considered time worked for the Bargaining Unit members of the Committee.

36:04 The Board agrees to discuss any policy or planned change in operations that would directly impact members of the bargaining group in the Labour-Management Committee at least thirty (30) days prior to the proposed implementation.

36:05 The Board agrees to meet with the union within 90 days of ratification to investigate the feasibility of a new employee mentoring program.

37:00 HEALTH AND SAFETY

37:01 The employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.

37:02 A Joint Health and Safety Committee shall be established with Terms of Reference being agreed to between the Board and all Unions and Employee Groups within the Board.

38:00 CONTAGIOUS DISEASES

38:01 In situations that meet the following criteria, the employer will cover the cost of obtaining immunizations for contagious diseases:

1. The Health Unit recommends such measures;
2. Existing Group Insurance does not cover the cost.

39:00 MODIFIED WORK

The Board will continue to implement the KPDSB Accommodated Work Program. The parties agree to review the KPDSB Accommodated Work Program with a view to implement a revised work program. It is understood that the Union is not prejudiced in representing a member in the collective agreement.

40:00 WORKPLACE SAFETY & INSURANCE BOARD

40:01 W.S.I.B.

An employee who is eligible for and receives approval of a claim by the W.S.I.B. shall be on a paid leave of absence, with no reduction in net salary or other rights under the Collective Agreement.

40:02 Sick Days

Sick days will be used to provide the top up for salary purposes.

- 40:03** **No Termination for Employees on W.S.I.B.**
The Board will not terminate an employee in receipt of W.S.I.B. or L.T.D. payments so long as it is necessary for the employee to remain on the Board's register for pension purposes.
- 40:04** **Representation**
A member shall have the right to Union representation at any meeting where the Board meets with a member who was injured to discuss the conditions of the employee's return to work.
- 41:00** **JOB RECLASSIFICATION**
- 41:01** The rate of pay for any position not covered by Article 47:03-Grid, Position and Salary Classification, which may be established during the life of this Agreement shall be subject to the Job Evaluation process. If the parties are unable to agree as to the classification and rate of pay of the job in question, such dispute shall be submitted to the Joint Steering Committee. The new rate shall become retroactive to the time the position was first filled by an employee.
- 41:02** The preceding clause will also apply to positions of added duties and/or responsibilities except that the new rate, where applicable, shall become effective from the date of request for re-evaluation or the date of the re-evaluation whichever is earlier.
- 41:03** If a position is re-evaluated to a lower group because of diminished duties and/or responsibilities, the Board will maintain the present rate of pay for as long as the incumbent remains in the position.
- Employees in red-circled positions will receive fifty (50)% of any negotiated wage increase until such time as the red circled rate matches the re-evaluated rate of pay.
- 41:04** The Board agrees to draw up job descriptions for all positions in the Bargaining Unit and new job descriptions whenever a new position is created or the duties of a position altered, in consultation with the Union. These job descriptions will be presented to the Union within thirty (30) days of the job creation or change in duties and shall become the recognized job description unless the Union presents written objection within thirty (30) days of receipt of same.
- 41:05** The Board agrees to notify the Union within ten (10) working days of creating new positions or altering duties of existing positions.
- 41:06** The Board agrees to discuss job reclassification and job evaluation in consultation with the Union through the Labour-Management Committee.
- 42:00** **OMERS**
- 42:01** All employees shall be covered by Ontario Municipal Employees Retirement System in accordance with the terms of that plan except for members who are qualified teachers who fall under the Teachers' Pension Plan.

42:02 Each employee shall contribute to the plan based on the formula established by the OMERS. The Board shall contribute an amount as per the OMERS regulations.

43:00 BENEFITS

43:01 Effective September 1, 2004, the employer shall pay 90% of the premium costs of the benefits plan and the employees shall pay 10% of the premium costs of benefits through payroll deduction.

Effective upon ratification of the 2007-2008 collective agreement, the employer shall pay 95% of the premium costs of the benefits plan and the employees shall pay 5% of the premium costs of benefits through payroll deduction.

The Board agrees to enhancements as outlined in Benefits Chart (Appendix C)

43:02 An LTD plan mandatory for all employees shall be maintained until such time as the Union elects to cancel said plan. The plan shall be a Union plan, 100% employee paid and administered by the Board on behalf of the Union.

43:03 The parties agree to monitor utilization of benefits on a monthly basis and recommend adjustments to the plan by either the introduction of premiums by employees or reduction in benefit levels.

43:04 A copy of the Group Master Benefit Policy shall be given to the Bargaining Unit upon request. In the event that the Board decides to change Carrier(s) of the Insured Benefit Plan, the Board agrees to implement the same coverage as described in the Master Policy or such other plan that the Bargaining Unit agrees is appropriate as a substitute. No amendment to the Plan shall be made without the consent of the Bargaining Unit.

43:05 The parties agree to investigate the feasibility of the Union becoming the Benefit Plan holder and shall make recommendations to their respective principals. Subject to the approval of the Bargaining Unit membership, the Union may assume ownership of Benefit Plans, subject to restrictions, if any, in the existing plan.

43:06 The Bargaining Unit reserves the right to move to a new benefits delivery model during the term of the collective agreement, provided there is no cost increase to the Board.

43:07 Upon written request of the Bargaining Unit, the Board shall provide any requested information necessary in order to assist the Bargaining Unit to make decisions regarding proposing changes to improve benefits. It is understood that the nature of the disclosure will be similar, but not limited to, the information provided by the Board in a public procurement process.

43:08 Members of the Bargaining Unit who turn sixty-five (65) while employed and continue to work shall be entitled to an allowance in lieu of benefits, payable at the rate of \$100.00 per bi-weekly pay effective the first pay following their 65th birthday.

44:00 **LIABILITY INSURANCE COVERAGE FOR EMPLOYEES**

The Board shall maintain liability coverage in accordance with the standard policy issued by the Ontario School Boards' Insurance Exchange (OSBIE).

45:00 **SEVERANCE PAY**

45:01 All permanent employees who have one (1) year or more of continuous service will be eligible for severance pay when laid off by the Board.

45:02 An employee who is laid off and entitled to Severance Pay, will be paid two (2) percent of their total earnings for the last full period of continuous service. Severance Pay due will be paid after the employee has been laid off for twelve (12) months provided the employee agrees to forfeit the remainder of their recall rights.

46:00 **JOB CLASSIFICATIONS**

46:01 All positions, salary classifications referred to in 47:03-Grid, Position and Salary Classification, of the collective agreement and any new position which falls within the scope of this Bargaining Unit shall be included with and form part of this Agreement.

47:00 **RATES OF PAY**

47:01 a) Employees will progress on the grid each September 1st and all grid increases will be implemented effective September 1st until the maximum rate is achieved on the salary group. Grandparented employees (see Appendix D) will receive the bonus pay rate as contained in Article 47:03. Bonus pay shall be discontinued effective August 31, 2012.

b) New employees who commence employment during the month of August will not progress on the salary grid in their first year.

47:02 Rates of pay for Grandparented employees apply to those employees employed in Classification 6A as at the date of ratification of this collective agreement (see Appendix D).

47:03 Grid, Position and Salary Classification

Group	Job Title	Effective DD/MM/YY	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		01/05/2008	\$18.29	\$18.84	\$19.39	\$19.91	\$20.45	\$21.03	\$21.33
6	Elementary Head Administrative Assistant	01/09/2008	\$18.84	\$19.41	\$19.97	\$20.51	\$21.06	\$21.66	\$21.97
	Secondary Head Administrative Assistant	01/09/2009	\$19.41	\$19.99	\$20.57	\$21.13	\$21.69	\$22.31	\$22.63
	Payroll Clerk	01/09/2010	\$19.99	\$20.59	\$21.19	\$21.76	\$22.34	\$22.98	\$23.31
		01/09/2011	\$20.59	\$21.21	\$21.83	\$22.41	\$23.01	\$23.67	\$24.01
		01/05/2008	\$17.99	\$18.54	\$19.09	\$19.62	\$20.15	\$20.73	\$21.02
5	Elementary Administrative Assistant II	01/09/2008	\$18.53	\$19.10	\$19.66	\$20.21	\$20.75	\$21.35	\$21.73
		01/09/2009	\$19.09	\$19.67	\$20.25	\$20.82	\$21.37	\$21.99	\$22.38
		01/09/2010	\$19.66	\$20.26	\$20.86	\$21.44	\$22.01	\$22.65	\$23.05
		01/09/2011	\$20.25	\$20.87	\$21.49	\$22.08	\$22.67	\$23.33	\$23.74
		01/05/2008	\$17.56	\$18.12	\$18.67	\$19.19	\$19.73	\$20.31	\$20.61
4	Accounts Payable Clerk	01/09/2008	\$18.09	\$18.66	\$19.23	\$19.77	\$20.32	\$20.92	\$21.23
	Elementary Administrative Assistant I	01/09/2009	\$18.63	\$19.22	\$19.81	\$20.36	\$20.93	\$21.55	\$21.87
	Secondary Administrative Assistant	01/09/2010	\$19.19	\$19.80	\$20.40	\$20.97	\$21.56	\$22.20	\$22.53
		01/09/2011	\$19.77	\$20.39	\$21.01	\$21.60	\$22.21	\$22.87	\$23.21
		01/05/2008	\$17.33	\$17.86	\$18.38	\$18.91	\$19.44	\$19.97	\$20.24
3	Library Technician	01/09/2008	\$17.85	\$18.40	\$18.93	\$19.48	\$20.02	\$20.57	\$20.85
	Accounts Receivable Clerk	01/09/2009	\$18.39	\$18.95	\$19.50	\$20.06	\$20.62	\$21.19	\$21.48
	Purchasing Clerk	01/09/2010	\$18.94	\$19.52	\$20.09	\$20.66	\$21.24	\$21.83	\$22.12
		01/09/2011	\$19.51	\$20.11	\$20.69	\$21.28	\$21.88	\$22.48	\$22.78
		01/05/2008	\$16.99	\$17.54	\$18.10	\$18.62	\$19.15	\$19.73	\$20.04
2	Library Assistant	01/09/2008	\$17.50	\$18.07	\$18.64	\$19.18	\$19.72	\$20.32	\$20.64
	LMC Officer – Library	01/09/2009	\$18.03	\$18.61	\$19.20	\$19.76	\$20.31	\$20.93	\$21.26
		01/09/2010	\$18.57	\$19.17	\$19.78	\$20.35	\$20.92	\$21.56	\$21.90
		01/09/2011	\$19.13	\$19.75	\$20.37	\$20.96	\$21.55	\$22.21	\$22.56
		01/05/2008	\$14.64	\$15.33	\$15.97	\$16.65	\$17.31	\$17.97	\$18.24
1	Secretary-Receptionist	01/09/2008	\$15.08	\$15.79	\$16.45	\$17.15	\$17.83	\$18.51	\$18.79
		01/09/2009	\$15.53	\$16.26	\$16.94	\$17.66	\$18.36	\$19.07	\$19.35
		01/09/2010	\$16.00	\$16.75	\$17.45	\$18.19	\$18.91	\$19.64	\$19.93
		01/09/2011	\$16.48	\$17.25	\$17.97	\$18.74	\$19.48	\$20.23	\$20.53
	Grandparented Staff	01/05/2008	\$18.53	\$19.18	\$19.87	\$20.53	\$21.18	\$21.84	\$22.18
6A	Secondary Head Administrative Assistant	01/09/2008	\$18.84	\$19.41	\$19.97	\$20.53	\$21.18	\$21.84	\$22.18
	Base Pay Rate	01/09/2009	\$19.41	\$19.99	\$20.57	\$21.13	\$21.69	\$22.31	\$22.63
		01/09/2010	\$19.99	\$20.59	\$21.19	\$21.76	\$22.34	\$22.98	\$23.31
		01/09/2011	\$20.59	\$21.21	\$21.83	\$22.41	\$23.01	\$23.67	\$24.01
	Grandparented Staff	01/05/2008	\$18.53	\$19.18	\$19.87	\$20.53	\$21.18	\$21.84	\$22.18
6B	Library Technician	01/09/2008	\$18.53	\$19.18	\$19.87	\$20.53	\$21.18	\$21.84	\$22.18
	Base Pay Rate	01/09/2009	\$18.53	\$19.18	\$19.87	\$20.53	\$21.18	\$21.84	\$22.18
		01/09/2010	\$18.94	\$19.52	\$20.09	\$20.66	\$21.24	\$21.84	\$22.18
		01/09/2011	\$19.51	\$20.11	\$20.69	\$21.28	\$21.88	\$22.48	\$22.78
6A	Grandparented Staff	01/09/2008	\$0.25	\$0.35	\$0.50	\$0.62	\$0.64	\$0.66	\$0.67
	Secondary Head Administrative Assistant	01/09/2009	\$0.25	\$0.36	\$0.51	\$0.65	\$0.78	\$0.87	\$0.91
	Bonus Pay Rate	01/09/2010	\$0.26	\$0.37	\$0.52	\$0.67	\$0.80	\$0.90	\$0.94
		01/09/2011	\$0.27	\$0.38	\$0.53	\$0.69	\$0.82	\$0.93	\$0.97
6B	Grandparented Staff	01/09/2008	\$0.56	\$0.58	\$0.60	\$0.62	\$0.64	\$0.66	\$0.67
	Library Technician	01/09/2009	\$1.13	\$1.17	\$1.21	\$1.25	\$1.29	\$1.34	\$1.36
	Bonus Pay Rate	01/09/2010	\$1.31	\$1.44	\$1.62	\$1.77	\$1.90	\$2.04	\$2.07
		01/09/2011	\$1.35	\$1.48	\$1.67	\$1.82	\$1.95	\$2.12	\$2.20

48:00

RETIREMENT BENEFIT PLAN

48:01

a) The retirement benefit plan is to be applied according to the following terms:

1. Eligibility

The employee must have a minimum of ten (10) years service with the Board including predecessor Boards now amalgamated, the last five (5) years must be continuous prior to June 30th in the retirement year.

Retirement benefit to be paid only to employees retiring in accordance with the conditions of the O.M.E.R.S. pension plan, except in the case of illness, when the benefit may be paid at an earlier date upon decision of the Board.

2. Amount of Benefit

The amount of benefit will be established by applying the following formula:

$$\frac{10 \text{ to } 25 \text{ yrs.}}{25} \times \frac{\text{C.S.L. Credits (max. 150)}}{150} \times \frac{\text{Final Annual Salary}}{2}$$

3. Effective Date

The benefit will be calculated as at the employee's retirement date.

4. Method of Payment

a) All benefits provided are to be paid in full within sixty (60) days after retirement, or as arranged to the mutual satisfaction of the employee and the Board.

b) In the event of the death of the employee, after retirement, but before receiving the benefits of this plan, if applicable, such benefits shall be paid to the employee's estate.

5. Notice of Intent

Where an employee intends to retire from his/her position, the employee shall provide at least one (1) month's written notice of their retirement. Requests to provide a shorter notification period may be approved.

49:00 MILEAGE ALLOWANCE

Eligible employees who use their vehicles in the normal course of carrying out the employer's business shall be reimbursed at the current Board rate per kilometer. Employees shall submit mileage expense forms in order to claim the mileage allowance.

The Board agrees to review its travel expense policy within 6 months of ratification with respect to compensation for use of personal automobiles by members for short distance trips on school/board business in consultation with the Union president.

50:00 NOTICE OF TERMINATION

50:01 When employment is terminated, notice as specified under the Employment Standards Act, R.S.O., shall be given by the Board except in the case of discharge for cause.

51:00 DURATION

51:01 This Agreement shall be in effect from September 1, 2008, and shall continue in force up to and including August 31, 2012, and shall continue automatically 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 modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.

51:02 If either party gives notice of its desire to negotiate, the parties shall meet within thirty (30) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.

51:03 No changes can be made to this Agreement without the mutual written consent of the parties.

52:00 TEMPORARY EMPLOYEE/TEMPORARY ASSIGNMENT

52:01 If a permanent employee is the successful candidate for a Temporary Assignment, that employee shall continue to be covered under all the terms and conditions for permanent employees as indicated in this collective agreement. At the expiration of the temporary assignment the permanent employee shall return to their original position or a mutually agreed upon position.

52:02 The Board agrees to notify the Union in writing of the name of the Temporary Member in a Temporary Assignment, the expected term of employment, the work site, and the position.

52:03 Any employee (other than a permanent employee) that is a temporary employee in a Temporary Assignment shall have the following Articles apply but shall not accrue seniority: Purpose, Scope and Recognition, Definitions, Discrimination, Management Rights, Union Rights, Personnel Records, Strikes and Lockouts, Union Membership and Dues Check off, Grievance and Arbitration Procedures, Discipline and Discharge, Hours of Work, Overtime, Jury Duty and Witness Leave, Protection from Violence, Professional Development, Health and Safety, Contagious Diseases, Worker Safety Insurance Board, Liability Insurance Coverage for Employees, Job Classifications, Rates of Pay, Mileage Allowance, Notice of Termination, Duration.

52:04 A temporary employee (other than a permanent employee) shall have their employment terminated at the expiration of the Temporary Assignment without having established any seniority. If, however, such employees are hired to fill a permanent position, then seniority shall be retroactive to the start date of original continuous employment.

52:05 a) A temporary employee (other than a permanent employee) shall be paid the minimum rate of the group level in which the position is listed in accordance with Article 47:03. On the anniversary date of holding the position, the temporary employee shall move to the next step on the grid.

b) In addition, the temporary employee (other than a permanent employee) shall be paid 4% as vacation pay.

c) A temporary employee (other than a permanent employee) shall be paid statutory holidays in accordance with the Employment Standards Act.

d) Upon completing thirteen (13) months of employment as a temporary employee, they shall be appointed as a permanent employee of the Board.

53:00 MEDICATION AND MEDICAL PROCEDURES

53:01 An employee shall not be required to perform health support services. Employees may be required to dispense medication in accordance with Board Policy 312, Administration of Medication to Students.

53:02 The employer shall, through existing or supplementary insurance coverage, adequately insure personnel against claims arising from the administration of medication and/or the performance of health support services and procedures.

54:00 GENERAL

There shall be no reduction of existing privileges or change in working conditions except as provided within this Agreement or as may be mutually agreed to by both parties to this Agreement.

55:00 JOB SECURITY

The parties agree that there are currently 58.15 F.T.E. OCL employees based on the 2008/09 Board Estimates (as adjusted). Confirmation of the OCL complement will be as per the Revised Estimates for 2008-2009. The Board agrees that any funding received from the Ministry of Education for Elementary Office Funding Enhancements will be used to maintain and add OCL positions during the term of this agreement.

The Ministry has estimated the impact of these enhancements to the Board through changes to the grant calculations (estimated to be \$4,887 in 2009-2010, \$5,046 in 2010-2011, and \$4,678 in 2011-12). The actual positions added will be subject to the funding actually received from the Ministry for this enhancement and the inclusion of these estimates from the Ministry is for illustration purposes only and are not considered to be guarantees of positions to be added. Effective the first working day of 2009-2010 school year, this complement will be reduced by 1.0 FTE (through attrition where possible).

The Board will meet with the Union annually to review the actual funding received for this enhancement and the resulting increases and identified decreases due to declining enrolment to the OCL complement. The meeting shall include the local Bargaining Unit President and a Provincial Representative. These positions may be added to the OCL bargaining unit in the 2009/2010, 2010/11, 2011/12, Budget Years and will expire on August 30, 2012. The parties agree that the first charge against these monies will be applied to the cost of the increase in hours of work effective September 1, 2009.

55:02 (This article is suspended for the term of this collective agreement and will be re-activated effective August 31, 2012.)

Those employed effective February 12, 2002, shall not involuntarily be laid off or have their hours (as at February 12, 2002, adjusted to either full time or half time accordingly) reduced for the currency of the current collective agreement (does not include termination for cause). This clause does not apply to school consolidations/closures. In cases of school closures/consolidations Article 18:00, Lay-Off and Recall, will apply (see Appendix E).

55:03 In the event of school closures/consolidations, the FTE reduction of the bargaining unit will not exceed 1.0 FTE Office Staff and 1.0 FTE Library Staff per school year. Article 18:00, Lay-off and Recall will be used if the resulting reductions cannot be absorbed through attrition.

56:00 PAY EQUITY

56:01 The Pay Equity Plan will be maintained jointly by the Board and the Office, Clerical, Library Bargaining Unit, a review of the plan shall occur annually.

56:02 The Union and the Board agree to maintain Pay Equity as per the signed Pay Equity Maintenance Terms of Reference. The parties further agree that any

disputes involving Pay Equity will be referred to the Pay Equity Commission and will not be the subject of a grievance.

IN WITNESS WHEREOF the Keewatin-Patricia District School Board has hereunto affixed its corporate seal, attested by its proper officers in that behalf:

The Keewatin-Patricia District School Board.

Chairperson

Director of Education and Secretary-Treasurer

The Ontario Secondary School Teachers Federation, representing the Office, Clerical and Library Bargaining Unit of OSSTF District 5A has executed this Agreement attested by the signatures of the authorized representatives:

President,
Office, Clerical, Library Bargaining Unit
OSSTF District 5A

Chief Negotiator

Signed this _____ day of _____, 2009 at _____, Ontario



Philosophical Statement:

The Keewatin-Patricia District School Board highly values consistency in the learning environment and believes that the presence of all employees is a critical component of that environment. In order to keep classroom and school environment disruptions to a minimum, the Keewatin-Patricia District School Board requires that all regular medical and dental appointments that occur during the school day, or the school year, require the approval of the Principal/Area Supervisor for the employee to access and utilize sick leave credits for such appointments.

It is recognized that despite best efforts, employees may have limited access to medical specialists. In these cases, when appropriate documentation of a doctor's recommendation to see a specialist is provided, the Principal/Supervisor may approve the use of sick leave for such absences.

Rationale:

The Keewatin-Patricia District School Board has an expectation of its employees that they attempt to arrange regular appointments at times outside of the regular school day and regular school year. This is a realistic goal for employees on the part of the Board and is consistent with the Board's desire to minimize classroom/school environment disruption and reduce costs.

Procedural Guidelines:

1. Employees seeking access to sick leave credits for the purposes of regular local specialist, medical or dental appointments will apply to their principal/supervisor (Caretaking and Maintenance Staff apply to their respective Area Supervisor). The Principal/Supervisor/Area Supervisor may approve the utilization of sick leave in such cases (usually part day requests).
2. Employees seeking access to sick leave credits for the purposes of out of town medical or dental appointments or specialist appointments for themselves or an immediate family member must complete a Request for Leave Form and submit it to the Principal/Supervisor/Area Supervisor (utilize "Other" and indicate "Specialist Appointment" and whether it is for the employee or which family member).
3. When the request meets the following guidelines, it may be approved by the Principal/Supervisor/Area Supervisor:
 - For out of town services – that the service is not readily available locally
 - For accompanying family members – that no other family member is available or that the employee is the logical choice to accompany the family member
 - That the length of time requested is reasonable (i.e. not more than a day or two allowing travel time)
 - For out of town services - that there is supporting documentation of the appointment
 - That this is not something that should be approved under compassionate leave – i.e. that this is a scheduled appointment
 - For out of town services – the appointment is for the employee who is entitled to sick leave, the employee's significant other or children
4. If the above criteria are not met, the Principal/Supervisor/Area Supervisor should contact Human Resources for consultation as to whether or not the request should be approved.
5. The employee shall be granted leave without pay to attend such appointments in the event the utilization of sick leave credits is denied.

NOTE: Compassionate leave is thus reserved for utilization for “unscheduled events” or events that involve a lengthy period of time away from work. Where a Principal/Area Supervisor is uncertain as to whether compassionate leave or sick leave should be utilized they should contact the Human Resources Manager.

Application of the Procedure

This procedure applies to medical appointments for all employees entitled to sick leave, the employee’s significant other and children and may be extended to other family members as determined by the Human Resources Manager.



Policy Statement

It is the policy of the Keewatin-Patricia District School Board that in compliance with the Education Act its schools will remain open during the whole period of the school year. However, the Board recognizes that there may be emergency situations which will dictate a partial or total closing or early dismissal of a school or group of schools in order to ensure the safety and comfort of students and staff. The safety and welfare of our students is of prime concern.

The Board authorizes the closure of schools in emergency situations in accordance with the guidelines as set out below.

Rationale

1. Occasionally it may be necessary to close schools or dismiss students prior to the normal dismissal times because of unusual conditions or situations e.g. snow storms, heating plant failures, fires and other emergencies.
2. The Board recognizes that the most common eventuality is severe weather.
3. Each school within the Keewatin-Patricia District School Board will have an action plan to meet emergency situations. The success of the school's plan requires co-operation of students, parents and community.

Guidelines

- 1.1 The Director of Education or designate shall have the authority in consultation with the Chair of the Board, when possible, to close a school or group of schools for a temporary period for the following reasons:
 - a) A directive issued under the Public Health Act or Provincial Legislation.
 - b) Failure of transportation arrangements caused by inclement weather.
 - c) Inclement weather, fire, flood, the breakdown of the school heating plant, the failure of an essential utility or a similar emergency.

Cross Reference:

Committee Responsibility:

Date Approved: March 9, 1999

Review by: 2003

Page 1



Keewatin-Patricia District School Board

800

804

Policy Section: **Facilities & Equipment**

Policy Name: **Temporary Closing of Schools/Early Dismissal**

- 1.2 Any school closed due to an emergency will remain closed until the emergency is declared over by the Director of Education or designate.
- 1.3 The Director of Education or designate shall have the authority to approve early dismissal in emergency situations.
- 2.0 School Closing During School Hours
- 2.1 Each principal will have a written procedure in place to deal with a closing during the school day. The procedure will have as a major point of emphasis, the safety and security of the students. Such plan will be submitted to the Director of Education or designate for approval. Such plans shall be reviewed annually by the principal and any revisions must be submitted to the Director of Education or designate for approval.
- 2.2 a) Elementary

Each year, the principal will distribute to parents or guardians a letter and handbook statement addressing the subject of Emergency Closure of School.
- b) Secondary

A statement in the Secondary Handbook will summarize the school's procedures for emergency situations.
- 2.3 The principal or designate is expected to be available at the school until satisfied that all students have departed safely for home.
- 3.0 Transportation and Communication
- 3.1 Bus arrangements are to be coordinated by the Transportation Officer in consultation with the Director of Education or designate and other coterminous Boards.
- 3.2 The Transportation Officer shall be responsible for contacting school crossing guard employees where appropriate.

Cross Reference:

Committee Responsibility:

Date Approved: March 9, 1999

Review by: 2003



Keewatin-Patricia District School Board

800

804

Policy Section: **Facilities & Equipment**

Policy Name: **Temporary Closing of Schools/Early Dismissal**

- 3.3 The Director of Education or designate will make every reasonable effort to arrange for an announcement to be placed on the local radio stations stating the time of dismissal.
- 4.0 Expectations of Staff During Emergency Closing
- 4.1 In the situation where only bus students are sent home early, staff are expected to continue their regular duties for those students who remain in school.
- 4.2 In the event that weather conditions are so severe that the schools are closed for the day, staff may be excused by the Director of Education or designate.
- 4.3 In the case where extreme conditions prevail and schools remain open, staff members who cannot travel from their usual place of residence to work, may be excused by the Director of Education or designate. The following procedure should be followed in such cases:
 - a) Principal should be contacted by the staff member and provide an explanation of the absence.
 - b) If a staff member cannot reach his or her home school s/he should go to another school if there is safe access to that school.
 - c) Staff should make all reasonable attempts to reach their home school and continue to try even if it would necessitate a late arrival.
 - d) The appropriate leave form will be submitted, accompanied by a statement by the principal attesting to the conditions and that reasonable attempts were made to arrive at school that day.
- 4.4 The Director of Education or designate shall have the discretionary power to grant permission for any staff member to be absent in an emergency situation.
- 4.5 Once main arteries are open staff are expected to be at school. Staff members will be deducted salary for time absent, except, if at the discretion of the Director of Education, this requirement is waived.

Cross Reference:

Committee Responsibility:

Date Approved: March 9, 1999

Review by: 2003

Page 3

APPENDIX C

The following chart is a brief summary of the current benefits covered. For in depth details refer to the benefits booklet provided by the employer. **This chart is as at date of ratification of the collective agreement and is subject to changes mutually agreed by the Board and the Union.**

Benefit Summary	Class 6/F - Clerical Staff
Life Insurance - Principal Sum	\$60,000.00
Optional Life Insurance & Dependent Life Insurance Benefit – employee paid benefits	Optional Life Insurance is available in increments of \$10,000 to a maximum of \$300,000 \$10,000.00 (Spouse) \$5,000 (Each child – 24 hrs after birth)
Pay Direct Drug Benefit Benefit Amount	90% of the amount of the Eligible Charges that exceed the Prescription Deductible
Prescription Deductible	-nil per prescription Maximum Dispensing Fee is \$6.00 per Drug Identification Number (\$7.50 effective September 1, 2010)
Smoking Cessation	\$500 lifetime with respect to all nicotine resin containing products
Registered Nurse/Registered Nursing Assistant at Insured's residence	\$10,000 per calendar year - not eligible if insured is in a nursing home, or other care facility, if for custodial and not medical skills, or if in hospital
Transportation	Licenced ambulance service or emergency service to hospital, from one hospital to another hospital, or hospital to insured's home; Charges for fare of one attendant if transportation is not provided by licenced ambulance service
Aids, services and supplies	braces, crutches, artificial limbs/eyes/prosthetic devices approved by the carrier – initial pair of frames & corrective prosthetic lens for each eye that is prescribed after cataract surgery - breast prosthesis - rental of wheelchair, hospital bed or other approval equipment for temporary therapeutic use - oxygen - custom made orthopedic shoes - 2 pairs of surgical stocking per year - wigs/hairpieces lifetime maximum of \$100 due to chemo & \$250 if result from Alopecia Totalits - 1 pr of foot orthotics per insured each calendar year. \$400 maximum per year
Tests/Treatments/ examinations	Diagnostic tests, radium treatments & X-ray examinations, excluding dental X-rays incurred by Insured in province of residence.
Qualified Speech Therapist	Up to calendar year maximum of \$300 per Insured person
Legally Licensed Clinical Psychologist	\$300 per Insured per calendar year
Hearing Aid Purchase/repairs	\$500 maximum per 5 consecutive years per Insured
Hospital	The amount of the difference between the hospital's average semi-private room rate and its average room rate for ward accommodation.
Vision Care - Eye Glasses or Contact Lenses	\$200 in any 2 consecutive years. Contact Lenses - \$200 lifetime maximum if visual acuity is improved to the 20/40 level which is not possible through eye glasses. (Increases to \$300 per year and inclusion of eye examinations effective September 1, 2010)
Paramedical Services	\$300 per calendar year for all eligible Charges described in the Benefit Supplement provided by each classification of practitioners including lab tests & x-rays. Service providers include: Chiropractors, Osteopaths, Chiropodists or Podiatrists, Naturopaths, Masseurs, Registered Dieticians or Registered Nutritionists and Physiotherapists. (\$400 Max per year effective September 1, 2010)
Dental 1 Charges:	100% Unlimited per person in any calendar year Diagnostic, Preventative, Minor Restorative, Minor Surgical, Additional Services (Anesthesia, Professional Visits, Miscellaneous), Periodontics, Endodontics, Major Surgical, Removable Prosthodontics-Related Treatment
Dental 2 Charges:	100% Unlimited per person in any calendar year Removable Prosthodontics
Dental 3 Charges:	50% Unlimited per person in any calendar year Fixed Prosthodontics, Major Restorative (Limited to once every 4yr replacement limitation)

Dental 4 Charges:

50% (of the amount of the eligible charges that exceeds the Deductible Amount)

Orthodontic Treatment - **(\$2,000 lifetime per dependent child)**

APPENDIX D

OCL – “Grandfathered” Library Technicians and Head Secretaries as at May 10, 2005 (ratification of the 2004-2007 Collective Agreement)			
First Name	Last Name	Job Title	Description
Sylvia	Bishop	Elementary Head Secretary	Lakewood School
Cheryl	Victor	Library Technician	Riverview School
Doris	Mengelberg	Library Technician	Beaver Brae High School
Marcia	Pilipishen	Library Technician	Lillian Berg School
Janet	Ankney	Library Technician	Dryden High School
Pauline	Salo	Library Technician	Queen Elizabeth District High
Jocelyn	Laffin	Library Technician	Lakewood School
Arlaine	Kozak	Library Technician	Keewatin School
Roxanne	Meek	Library Technician	Valleyview School
Karen	Peloquin	Library Technician	Evergreen School
Christine	Wilson	Library Technician	New Prospect Public School
Dian	Webb	Library Technician	Pinewood School
Phyllis	Vandusen	Library Technician	Red Lake Madsen School
Anita	Smith	Library Technician	Wabigoon/Oxdrift School
Kirsten	Dexter	LMC Officer – Library	Lakewood School
Patricia	Hildebrand	Secondary Head Secretary	Queen Elizabeth District High
Patricia	Norman	Secondary Head Secretary	Dryden High School
Linda	Hunkin	Secondary Head Secretary	Red Lake District High School
Mary	Walkoski	Secondary Head Secretary	Beaver Brae High School
Debbie	Cowan	Secondary Head Secretary	Ignace District High School

APPENDIX E

First Name	Last Name	Job Title	Hours/Day
Janet	Ankney	Library Technician	7
Dale	Ariano	Secondary Secretary	3.50
Sylvia	Bishop	Elementary Head Secretary	7
Lynn	Brickman	Secondary Secretary	3.50
Pamela	Bulawka	Elementary Secretary	7
Joan	Cosco	Secondary Secretary	7.0
Debbie	Cowan	Secondary Head Secretary	7
Patricia	Grobelny	Elementary Secretary	7
Kirsten	Dexter	LMC Officer – Library	3.50
Deanna	Dokuchie	Secondary Secretary	7.0
Vicky	Forsythe	Elementary Secretary	7.0
Jennie	Fuller	Library Assistant	7.0
Gaile	Goldrup	Secondary Secretary	7.0
Marianne	Hastman	Accounts Receivable	7
Patricia	Hildebrand	Secondary Head Secretary	7
Linda	Hunkin	Secondary Head Secretary	7
Diane	Jacobsen	Secondary Secretary	7.0
Bertha	Jacques	Library Assistant	7.0
Deborah	Kamm	Elementary Secretary	7
Sharon	Klassen	Elementary Secretary	7.0
Jeannette	Labelle	Elementary Secretary	7.0
Jocelyn	Laffin	Library Technician	7
Tracy	Larocque	Elementary Secretary	7.0
Mary	Lindsay	A / P Clerk	7
Doreen	MacMillan	Library Assistant	7
Roxanne	Meek	Library Technician	3.50
Denise	Mercer	Elementary Secretary	7
Melne	Moore	Elementary Secretary	7.0
Joanne	Nordlund	Tax Clerk	7
Debra	Palmer	Library Assistant	7.0
Brenda	Patterson	Elementary Secretary	7
Karen	Peloquin	Library Assistant	7.0
Marcia	Pilipishen	Library Technician	7.0
Vivian	Pitura	Library Assistant	7.0
Tracy	Pyke	Payroll Clerk	7
Robert	Reid	A / P Clerk	7
Janice	Reid	Library Assistant	1
Janice	Reid	Elementary Secretary	2.5
Dolores	Rose	Elementary Secretary	7.0
Elizabeth	Ross	Elementary Secretary	7.0
Pauline	Salo	Library Technician	7
Anita	Storgard	Lib Tech 2 nd Loc	7.0
Wendy	Smit- Fisher	Lay Off & Recall	2 @ 3.5
Karen	Thorsteinson	Elementary Secretary	7
Patricia	Todoschuk	Elementary Secretary	7.0
Katherine	Turcan	Payroll Clerk	7

First Name	Last Name	Job Title	Hours/Day
Phyllis	Vandusen	Library Technician	7.0
Cheryl	Victor	Library Technician	7.0
Mary	Walkoski	Secondary Head Secretary	7
Alma	Wall	Elementary Secretary	7
Christine	Wilson	Library Technician	7.0

LETTER OF AGREEMENT

Between

**The Keewatin-Patricia District School Board
(hereinafter referred to as the "Board")**

And

**The Ontario Secondary School Teachers' Federation
-District 5A Office, Clerical and Library
(hereinafter referred to as the "Union")**

**RE: Professional Development Committee
And Professional Development Funding**

The undersigned representatives of both the Board and the Union agree to the following:

The Bargaining Unit's share of the proportional amount of the \$17 million one-time 2008-2009 Ministry of Education funding enhancement for Professional Development and training shall be the ratio between the OSSTF Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized Education Support Workers, as reported in the Board's 2006-2007 Financial Statements.

The amount of \$9,117.69, shall be provided to the bargaining unit no later than December 31, 2008.

Signed at _____, this _____ day of _____, 2008

FOR THE BOARD

FOR THE UNION

LETTER OF AGREEMENT
Between
The Keewatin-Patricia District School Board
(hereinafter referred to as the “Board”)
And
The Ontario Secondary School Teachers’ Federation
-District 5A Office, Clerical and Library
(hereinafter referred to as the “Union”)

The following Elementary Administrative Assistants, Michelle Derouard, Josie Klatt and Sharon Young, will continue to be paid at the Group 5 rate until such time as they voluntarily leave the position.

FOR THE BOARD

FOR THE UNION
