

AGREEMENT

BETWEEN

RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

ELEMENTARY TEACHERS' FEDERATION

OF ONTARIO, RENFREW DISTRICT,  
EDUCATIONAL ASSISTANTS' LOCAL

FOR THE PERIOD

JANUARY 1, 2002 TO DECEMBER 31, 2002

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## COLLECTIVE AGREEMENT

Renfrew County District School Board  
AND  
The Elementary Teachers' Federation of Ontario (ETFO), Renfrew District Educational  
Assistants' Local  
January 1, 2002 to December 31, 2002

### **ARTICLE I - PURPOSE**

- 1.01 It is the intent of the Parties to this Agreement, hereinafter referred to as the Agreement, to maintain mutually satisfactory relationships by setting forth certain terms and conditions of employment and to provide a procedure for the settlement of grievances.

### **ARTICLE II - RECOGNITION**

- 2.01 The Renfrew County District School Board recognizes the Elementary Teachers' Federation of Ontario (ETFO) as the bargaining agent for all Teacher Assistants, Computer Lab Assistants, Computer Assistants and Supervisory Assistants.
- 2.02 No person covered by a Teacher Collective Agreement shall be covered by this Agreement. However, a person who is covered by a teacher collective agreement in respect of part-time employment with the Board and who is accepted by the Board for additional employment as an Educational Assistant shall be covered by this Agreement in respect to such employment as an Educational Assistant.
- 2.03 The Board recognizes the right of the Federation to authorize the ETFO Renfrew District Educational Assistants Local to act as an agent of the Federation in all matters relating to the negotiation, interpretation, administration, and application of this Agreement on behalf of all persons covered by this Agreement.
- 2.04 The Board recognizes the right of the Local to receive assistance from the Federation, or any other duly authorized agent, to assist in all matters pertaining to the negotiation, interpretation, administration and application of this Agreement.
- 2.05 The Federation recognizes the right of the Board to receive assistance from the Ontario Public School Boards' Association or any other duly authorized representative to assist in all matters pertaining to the negotiation, interpretation, administration and application of this Agreement.
- 2.06 No employee shall be required or permitted to make a written or verbal agreement with the Board or its representatives which conflicts with this Collective Agreement.

### **ARTICLE III - DEFINITIONS**

- 3.01 Educational Assistant means a Teacher Assistant, Computer Lab Assistant, Computer Assistant or Supervisory Assistant employed by the Board to assist with the preparation, delivery and/or supervision of programs.
- 3.02 Employee shall have the same meaning as Educational Assistant.
- 3.03 Board means Renfrew County District School Board.
- 3.04 Federation and Union means the Elementary Teachers' Federation of Ontario.
- 3.05 Local means the ETFO Renfrew District Educational Assistants' Local.
- 3.06 Member means a member of the ETFO Renfrew District Educational Assistants' Local employed by the Board as an Educational Assistant.
- 3.07 School day has the same meaning as in the Education Act.
- 3.08 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.
- 3.09 a) .(i) Casual Person means a Person replacing a Permanent, Probationary or Temporary Member who is absent for a period of less than ten (10) consecutive school days. A Casual Person shall be paid at the minimum of Category A and shall not be entitled to Benefits, Sick Leave or Special Leave.
- (ii) The Board shall provide the President of the Local with a list of Temporary Members by the 15<sup>th</sup> of each month.
- (b) Notwithstanding Clause 3.09(a), those Members who work on a part-time basis for the Board and those Members who are on lay-off shall be paid their appropriate grid salary when performing casual employment for the Board and shall be fully represented by the Union.
- 3.10 (a) Temporary Member means a Member replacing a Permanent or Probationary Member who is absent on a leave pursuant to this Agreement for a period of ten (10) consecutive school days or more and not to exceed two (2) school years. The Board may hire a Temporary Member to perform a specified assignment for a period of time not to exceed six (6) months or to fill a new or vacant position until the posting/hiring process for the position is complete. A Temporary Member shall be paid according to his/her qualifications and recognized experience retroactive to the first (1<sup>st</sup>) day that the assignment began. A Temporary Member shall be entitled to the same benefits and provisions of this Agreement as a Permanent or Probationary Member. For a period of four (4) months or more a Temporary Member shall be entitled to Benefits pursuant to Article XI.
- (b) A Member who begins as a casual employee and who becomes a Temporary employee after the ninth (9<sup>th</sup>) consecutive day shall be paid retroactively to the first (1<sup>st</sup>) day at the appropriate grid rate.

- 3.11 Permanent staff member means all persons hired in an ongoing yearly position (as student needs dictate).

#### **ARTICLE IV - EFFECTIVE PERIOD AND RENEWAL**

- 4.01 This Agreement shall be effective from January 1, 2002 and shall continue in full force up to and including December 31, 2002, and shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within ninety (90) calendar days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification, of this Agreement. If notice is given, the Parties shall meet within fifteen (15) calendar days from giving of notice or as otherwise agreed upon by the Parties.
- 4.02 (a) There shall be no strike or lockout during the term of this Agreement or any renewal of this Agreement. The terms strike and lockout shall be as defined in the Ontario Labour Relations Act.
- (b) In the event of a strike by other Board employees, representatives of the Board will meet with representatives of the Union to discuss the impact of the strike on the Union's membership.
- 4.03 It is understood and agreed that, in event that a new Agreement has not been reached by the date of expiry of this Agreement, all the terms and provisions of this Agreement shall continue in force and effect until such time as it is superseded by a new Agreement, except as may be otherwise provided for in the Labour Relations Act.
- 4.04 This document constitutes the entire Agreement between the Local and the Board. Any amendments to the Articles defined herein shall be in writing and by mutual consent of the Parties.

#### **ARTICLE V - RIGHTS AND RESPONSIBILITIES**

- 5.01 Each of the Parties agree that there shall be no discrimination, interference, restraint, or coercion exercised or practised upon Educational Assistants because of membership in the Local.
- 5.02 The Union acknowledges the right of the Board to manage the affairs of the Board and the Board agrees that its rights and responsibilities shall be exercised in a manner that is non-discriminatory and consistent with this Agreement and the prevailing statutes in Ontario.
- 5.03 The Board agrees not to penalize or discriminate against any Member for participating or not participating in the activities of the Union, including exercising any rights under this Agreement or the prevailing statutes in Ontario.
- 5.04 Upon written request, the Board shall provide the Union with any data relevant to the negotiations and administration of this Agreement.

## **ARTICLE VI- CHECK-OFF**

- 6.01 All temporary and permanent Educational Assistants shall, as a condition of employment, maintain membership in the Local or join the Local within thirty (30) calendar days after the signing of this Agreement and remain members in good standing. All new Educational Assistants shall, as a condition of employment, join the Local within thirty (30) calendar days and remain members in good standing.
- 6.02 The Board shall deduct for every pay period for which an employee receives a pay cheque, the regular union dues, as defined in Section 47 of the Labour Relations Act, R.S.O. 1990, L2, levied in accordance with the Federation's constitution and bylaws, owing to the Federation. Should the Federation change the amount of required dues during the term of this Agreement, it shall notify the Board in writing of any change.
- 6.03 Dues and assessments deducted in accordance with Clause 6.02 shall be forwarded to the General Secretary at 1000 - 480 University Avenue, Toronto, Ontario, M5G 1V2 within thirty (30) days of the dues and assessments being deducted. The first remittance in September of each year shall be accompanied by a list showing names, addresses, wages earned, dues and assessments deducted. Subsequent remittances will be accompanied by a list showing changes from the previous month. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form. A copy of the dues and assessments list shall be forwarded to the President of the Local at the same time.
- 6.04 The Board shall deduct for every pay period for which an employee receives pay, the local dues as determined by the Members by the Local at an Annual General Meeting.
- 6.05 Dues deducted in accordance with Article 6.04 shall be forwarded to the Treasurer of the Local, within thirty (30) calendar days of being deducted.
- 6.06 Providing the Board's Payroll System can readily do so and providing the Federal and Provincial Income Tax Regulations so permit, the Statement of Remuneration (T-4 Income Tax Slip) provided each year by the Board, shall indicate the amount of dues paid by each employee during the previous year.
- 6.07 The Board shall provide to the Federation, by September 15th each year, a letter stating the total number of days worked by all employees for the previous school year.
- 6.08 The Federation shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of deductions authorized by the Federation.

## **ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURES**

### 7.01 Definition

Any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

## 7.02 Individual Grievance

### Step 1

Grievance(s) must be submitted in writing to the Superintendent of Business and Human Resources or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance, a meeting will be held with the grievor, a Union representative and the Superintendent of Business and Human Resources or designate. The Superintendent of Business and Human Resources or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

### Step 2

If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Superintendent of Business and Human Resources or designate. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Board's Grievance Committee. A written response will be provided to the Union from the Director of Education or designate within ten (10) school days of the meeting.

### Step 3

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response from the Director of Education or designate under the terms established in Section 49 of the Labour Relations Act (which may be amended from time to time) or under the terms established for arbitration pursuant to 7.07.

## 7.03 Policy Grievance

The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.

7.04 Any grievance which is not commenced or carried through to the next stage of the grievance procedure within the time specified shall be decreed to have been abandoned and no further action can be taken with respect to such grievance. The time limits specified in this Article may be extended by mutual agreement in writing between the Parties to this Collective Agreement. If the stipulated time limits are not met by the Party against whom the grievance is being lodged, the grievor or Party shall have the right to appeal the grievance to the next level of the procedure.

## 7.05 Discharge Grievance

Where a Member has received a termination notice for 'Just Cause', the Member may file a grievance at Step 2 within ten (10) school days of the written notice of termination.

## 7.06 Grievance Mediation

Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure.

The Agreement shall be made in writing and stipulate the name of the person and the timeline for grievance mediation to occur.

7.07 Arbitration

(a) Either Party may, after exhausting the grievance procedure, notify the other Party in writing indicating the name of its appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.

(b) Decision of the Board of Arbitration

An Arbitration Board shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties.

(c) Expenses of the Arbitrator or Board of Arbitration

Both Parties agree to pay the fees and expenses of the Parties respective appointees and one-half (1/2) of the fees and expenses of the Chair of the Arbitration Board.

7.08 Single Arbitrator

Where both Parties agree, a single arbitrator may be substituted for a Board of Arbitration. In such case the Parties shall endeavour to agree on the selection of the arbitrator, and in the event that they fail to do so, the Minister of Labour for Ontario will be asked to make the appointment.

7.09 A grievance must be in writing stating, but not limited to, the facts alleged, the Article or Articles allegedly violated and the redress sought.

7.10 At any stage the grievor and the responding Party may be assisted by any person or persons desired.

**ARTICLE VIII - REPRESENTATION**

8.01 The Board agrees that it will deal solely with the duly authorized agents of the Local in all matters pertaining to the administration and interpretation of the Agreement. In order that this may be carried out, the Local will supply the Board with the names of its officials and committee members. Similarly, the Board will supply the Local with a list of personnel authorized to deal with the Local.

8.02 All correspondence between the Parties arising out of this Agreement shall pass to and from the Director of Education or designate, and to and from the President of the Local or designate.



- 8.03 In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the right of the Local to appoint or elect representatives whose duties shall be to assist any member of the bargaining unit in preparing and presenting in accordance with the Grievance Procedure. These representatives shall take no time from their employment with the Board to carry out these duties without prior written authorization of the Superintendent of Business and Human Resources or designate. The Local shall reimburse the Board for any time taken for authorized Local activities.
- 8.04 Unless otherwise agreed, all negotiation meetings shall take place outside normal school hours. Should negotiations take place during the school day, the Board shall release up to three (3) members of the Local negotiation committee with no loss of salary, benefits, experience or any other provision in the collective agreement and at no cost to the Local.
- 8.05 Subject to application for the use of a school facility in accordance with Board Policy governing the use of Board Facilities, the Local shall be allowed to carry out Union business on the Board's premises outside of normal school hours.
- 8.06 The Board recognizes that occasionally it may be necessary for executive officers of the Union Local to be absent from their duties in order to attend to union matters. Leave, without loss of salary or deduction of sick leave credits, up to a maximum of thirty-five (35) days in any school year, shall be granted to executive officers of the Union following a written request from the Union concerned. The Union shall reimburse the Board for any casual coverage costs incurred.

## **ARTICLE IX - CLASSIFICATION**

- 9.01 Employees, for the purposes of remuneration, shall be classified under the following categories:

### Educational Assistant

- A Untrained personnel.
- B Ontario Secondary School Diploma (or equivalent) plus one (1) additional year of successful education or training at a recognized community college or comparable institution in a program relevant to the position held or to be held.
- C Ontario Secondary School Diploma (or equivalent) plus two (2) additional years of successful education or training at a recognized community college or comparable institution in a program relevant to the position held or to be held.
- D Ontario Secondary School Diploma (or equivalent) plus three (3) additional years of successful education or training at a recognized community college or comparable institution in a program relevant to the position held or to be held.

### Computer Lab Assistant and Computer Assistant

Same as Educational Assistant except the program relevant to the position is Computer Science or a related field or the equivalent to the foregoing.

Supervisory Assistant

Same as Educational Assistant except related experience deemed by the Board to be acceptable may be substituted for up to two (2) years of formal training.

- 9.02 An employee employed by the Board as of January 1, 1992 shall not be adversely affected by the application of Clause 9.01 while the employee continues to be covered by this Agreement.
- 9.03 The Board agrees to hire only qualified individuals for positions in the Bargaining Unit unless no qualified person applies for the position.

For positions filled after May 28, 1997, if an unqualified person is hired for the position, the person may fill the position for the balance of the school year. The position will be posted for the next school year following the application of Article 16. It is agreed and understood by the Parties that this person will not have seniority rights.

**ARTICLE X - SALARY**

10.01 The Board shall pay hourly rates of remuneration in accordance with the following:

- (a) Teacher Assistants, Supervisory Assistants, Computer Lab Assistants hired after December 16, 1992 and Computer Assistants hired after December 16, 1992.

Effective January 1, 2002

<u>YEARS</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
0	10.13	12.20	13.50	15.86
1	10.60	12.53	13.92	16.57
2	10.97	12.73	14.36	17.17
3	11.42	13.01	14.77	17.79
4	11.85	13.20	15.22	18.50

Effective June 1, 2002

<u>YEARS</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
0	10.36	12.47	13.81	16.22
1	10.84	12.81	14.24	16.94
2	11.22	13.01	14.69	17.56
3	11.68	13.30	15.11	18.20
4	12.12	13.49	15.56	18.92

Effective December 1, 2002

<u>YEARS</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
0	10.48	12.62	13.98	16.41
1	10.97	12.96	14.41	17.14
2	11.35	13.17	14.87	17.77
3	11.82	13.46	15.29	18.42
4	12.27	13.65	15.75	19.15

- 10.01 (b) Computer Lab Assistants employed as of December 16, 1992 and Computer Assistants employed as of December 16, 1992 shall be paid as follows:

Effective January 1, 2002

	<u>YEARS</u>	
0		17.81
1		18.58
2		19.44
3		20.19
4		21.00
5		21.82
6		22.56

Effective June 1, 2002

	<u>YEARS</u>	
0		18.22
1		19.00
2		19.88
3		20.64
4		21.48
5		22.32
6		23.07

Effective December 1, 2002

	<u>YEARS</u>	
0		18.44
1		19.23
2		20.12
3		20.89
4		21.74
5		22.59
6		23.35

- 10.02 All newly hired employees, other than temporary or casual employees, shall be subject to a probationary period of one (1) year.
- 10.03 In establishing the initial salary of an employee, the employee shall be given full credit for previous related work experience with the Board or another employer, but in no case will the adjustment exceed two (2) increments.
- 10.04 (a) Annual increments, where applicable, are paid to employees who have performed their required duties in a satisfactory manner.
- (b) Annual increments are effective on anniversary date of the employee's appointment to the Board as a probationary employee.
- (c) A change in qualifications does not represent a change in anniversary date for increment purposes.

- (d) The Board may withhold for one (1) year the increment of an employee whose performance is inadequate or unsatisfactory as evidenced in writing by the Director of Education or designate provided that the employee is:
  - (i) given notice in writing of the reasons for withholding not less than forty (40) school days before the date the increment would be due;
  - (ii) given instructions in writing and assistance, opportunity and encouragement as how to improve; and
  - (iii) if satisfactory improvement is made during the next school year, reinstated the following school year at the point on the salary grid where the employee would have been if the increment had not been withheld.
- (e) If there is not satisfactory improvement, the employee may be dismissed in accordance with the Board's Evaluation Procedures Policy and Regulations and this Collective Agreement.

10.05 (a) The method of payment shall be on a two (2) week cycle.

- (b) Each employee shall be paid by the method known as "direct deposit". The Board reserves the right to pay by cheque at any time.

10.06 Provided that the employee provides his/her immediate supervisor with his/her final time sheet no later than the last school day in June, the Board shall issue the Record of Employment Certificate by July 5th.

10.07 Unqualified Staff

- (a) Educational Assistants employed by the Board who do not have the qualifications for her/his current position may apply for consideration of deemed qualification status for that position.
- (b)
  - (i) The Educational Assistant assigned to special education must apply in writing to the Administrator of Special Education and the Union President to request a review for deemed qualification status.
  - (ii) The Educational Assistant assigned to positions other than special education must apply in writing to the Superintendent of Business and Human Resources and the Union President to request a review for deemed qualification status.
  - (iii) The Educational Assistant must have worked in the current position or a position with the same qualification requirements for four consecutive years (e.g. worked with student(s) identified as having developmental disabilities). The Educational Assistant must also have in her/his possession two positive Performance Appraisals in that position. The first performance appraisal shall represent the first (1<sup>st</sup>) year in an assignment. The second (2<sup>nd</sup>) performance appraisal shall be completed prior to the end of the fourth (4<sup>th</sup>) year.

- (iv) Following the request a committee comprised of one board representative and the Union President or designate will meet to review the information provided and make a determination, which is final. Should the union representative and the Board representative not be able to agree on a determination, the Superintendent of Business & Human Resources shall make the final determination.
- (v) The member will receive a letter from the committee indicating whether or not they are entitled to the appropriate deemed qualification status. A copy of the letter will be filed at the Board Office.

## **ARTICLE XI - BENEFITS**

- 11.01 (a) The cost of premiums for \$50,000 Basic Group Life Insurance shall be shared on the basis of 10% by the employee and 90% by the Board for employees working 60% or more of full-time. Employees working less than 60% of full-time will receive 45% assistance on the cost of premiums.
- (b) The cost of premiums for \$50,000 Accidental Death and Dismemberment Insurance shall be shared on the basis of 20% by the employee and 80% by the Board for employees working 60% or more of full-time will receive 40% assistance on the cost of premiums.
- (c) Enrolment in the plans of (a) and (b) above is a condition of employment for employees.
- (d) At their option, subject to any conditions of the carrier, employees may purchase additional Group Life Insurance between \$10,000 and \$75,000 in increments of \$10,000. The only Board contribution is administrative.
- 11.02 (a) The cost of premiums for Supplementary Medical (Drugs and Semi-Private Hospital accommodation) shall be shared on the basis of 15% by the employee and 85% by the Board for employees working 60% or more of full-time; employees working less than 60% of full-time will receive 42.5% assistance on the cost of premiums.  
  
Effective July 1, 2002, Vision Care is included in the supplementary medical and semi-private hospital coverage and provides a maximum of \$200 every 24 months for each employee, spouse and dependent child.
- (b) The cost of premiums for a Dental Plan equivalent to Ontario Blue Cross Dental Plan #9 (with riders 2 and 4 based on 50/50 coinsurance) shall be shared on the basis of 10% by the employee and 90% by the Board for employees working 60% or more of full-time. Employees working less than 60% of full-time will receive 45% assistance on the cost of premiums. Effective July 1, 2002, this Dental Plan shall pay benefits based on the current Ontario Dental Association fee schedule minus one (1) year.
- (c) Enrolment in the plans of (a) and (b) above is, subject to any exceptions provided by the carrier, a condition of employment for employees.

- 11.03 The Board agrees to administer a long-term disability insurance plan. The only Board contribution is administrative.
- 11.04 The Board agrees to a full disclosure of all details of the operation of the plan(s) and further agrees to provide the President of the Local with a complete copy of the master contract for each of the Benefit plans in operation under this Agreement. The foregoing does not apply to either the Ontario Hospital Insurance Plan or the Regime d'assurance Maladie du Quebec.
- 11.05 Subject to the conditions of the insurance underwriter, a member who retires from the Board prior to age 65 may retain coverage under the group life insurance plan, and the supplementary medical and semi-private hospital plan, provided the member had coverage at the time of retirement until the member attains the age of 65 years. The retired member must pay in advance or pay monthly by preauthorized debit from the employee's bank account subject to Board policy, the full premium cost to maintain participation and coverage under the group contract.

## **ARTICLE XII - PENSION PLAN**

- 12.01 All eligible employees must enrol in the Ontario Municipal Employees Retirement Plan (OMERS) or the Teachers' Pension Plan upon employment with the Board.
- 12.02 Each employee shall contribute to the Plan based on the formula established by the appropriate pension plan. The Board shall contribute an amount as per the appropriate Act or regulations.

## **ARTICLE XIII - STATUTORY HOLIDAYS AND VACATIONS**

- 13.01 (a) The Board recognizes the following as paid holidays:
- New Year's Day;
  - Good Friday;
  - Easter Monday;
  - Victoria Day;
  - Labour Day;
  - Thanksgiving Day;
  - ½ day before Christmas Day;
  - Christmas Day;
  - Boxing Day;
  - ½ day before New Year's Day.
- (b) In order to be entitled to payment for a holiday, an employee must have worked the last scheduled working day in June preceding the holiday and the full scheduled working day immediately following the holiday, unless the employee is absent with pay through illness supported by the certificate of a physical or licentiate of dental surgery, as the case may be, is on approved absence from work (with or without pay). A period of lay-off does not qualify as an approved absence for the purposes of this Clause.

- (c) When any of the holidays which are named in Clause 13.01 (a) fall on a Saturday or Sunday and are proclaimed as being observed on some other day, said other day shall be the holiday for the purposes of Clause 13.01.
  - (d) When any of the holidays listed above, after application of Clause 13.01 (c), falls on a non-working day, the employee shall be paid for the day; no other day shall be designated as the holiday.
- 13.02 (a) An employee shall be entitled to vacation pay (paid with each pay period) as follows:
- | <u>Length of continuous service<br/>as of the following July 31st</u> | <u>Vacation Pay</u> |
|---|---------------------|
| Less than 3 years.  | 4%                  |
| 3 years and over, but less than 10 years                              | 6%                  |
| 10 years and over, but less than 20 years                             | 8%                  |
| 20 years and over   | 10%                 |
- (b) A lay-off and recall since January 1, 1992 do not constitute a break in service. The period of time on lay-off does not count towards service.
  - (c) Notwithstanding Clause 13.02 (b), a temporary lay-off over the summer months does count toward service.
  - (d) Vacation pay shall be denoted separately on the pay stub.
  - (e) There is no vacation with pay.

**ARTICLE XIV - HOURS OF WORK**

- 14.01 (a) Employees will work those days determined by the Board to be school days. Notwithstanding the preceding, Computer Lab Assistants and Computer Assistants may be required, at the Board's discretion, to work up to five (5) additional days (either immediately before the first day of school, immediately after the last day of school or a combination of the preceding two options) at their regular hourly rate of pay. If all Computer Lab Assistants and Computer Assistants are not required, then the assignment will be made in order of seniority. Computer Lab Assistants and Computer Assistants will be informed not later than four (4) weeks prior to the commencement of the summer break of any requirements to work such additional days and the dates on which such additional days will be scheduled. The Federation shall be provided with a copy of the notice.
- (b) Notwithstanding 14.01 (a), Educational Assistants, Computer Lab Assistants and Computer Assistants may work at other times upon mutual consent between the Board and the Local.
- 14.02 The normal daily maximum hours of work will be seven (7) hours. The normal weekly maximum hours will be thirty-five (35) hours. The normal work day is between 8:00 a.m. and 4:30 p.m.

- 14.03 Each employee shall be permitted on a daily basis a fifteen (15) minute paid rest period in each half of the employee's scheduled hours of work.
- 14.04 Each employee shall be permitted an uninterrupted lunch break of at least thirty (30) minutes per day.
- 14.05 An employee whose work assignment involves two or more work locations shall not be expected to travel between work locations during the lunch break
- 14.06 (a) Hours in excess of the employee's scheduled work day or work week but less than the normal maximum hours set out in Clause 14.02 shall be compensated at the employee's regular hourly rate.
- (b) Overtime consisting of hours in excess of the normal maximum hours set out in Clause 14.02 shall be compensated at one and a half (1.5) times the employee's regular hourly rate or lieu time at the employee's option. Lieu time shall be assigned at a time mutually agreed upon between the principal and the employee. Lieu time not taken by the last school day in each school year will be paid.
- (c) Overtime must be approved, in advance, by the Principal.
- (d) If while away from the school an emergency situation or other circumstances beyond the control of the employee creates overtime, the Principal may, in this situation, approve overtime after the fact.
- (e) There will be no compensation for overtime which has not been approved in accordance with (c) or (d) above.
- 14.07 On a teacher professional activity day, an employee shall be paid for the employee's scheduled work day. A part-time employee may attend a full professional activity day and be on a paid leave of absence on subsequent professional activity days in that school year.

## **ARTICLE XV - VACANCIES AND TRANSFERS**

- 15.01 (a) (i) When a position within the bargaining unit becomes vacant or a new position with the bargaining unit is created, a notice of vacancy shall be posted in each work location for a minimum of five (5) working days. Such notice will describe the nature of the assignment, job classification, location, full-time or part-time, starting date, specific education or other skills, and person to whom application is directed. A copy of such notice shall be provided to the President of the Local.
- (ii) In filling a vacancy the Board shall consider the following criteria:
- (a) qualifications, skills and experience
- (b) seniority

When the factors in (a) are relatively equal the application with the greatest seniority shall be appointed.



- (iii) Should a posting be filled and for some reason the appointed employee is not able to assume the assignment, the candidate next in line for the appointment shall be appointed without repeating the posting process.
  - (b) Notwithstanding (a) above, the Board reserves the right to not fill any position.
  - (c) The Board agrees to advise the President of the Local, in writing, of all appointments, hirings (temporary or permanent), transfers, changes in hours, lay-offs, recalls and terminations within the Bargaining Unit within 10 days of each occurrence.
  - (d) Subject to Freedom of Information restrictions and upon the request of the Local President, the Board shall provide the Local President with the reason(s) for requiring additional certification and/or qualifications for new vacancies which are the same as previously filled by employees with lesser certification and/or qualifications.
- 15.02
- (a) Except for postings during July and August, a notice of vacancy shall be posted internally at least five (5) working days prior to advertising externally.
  - (b) Subject to qualifications, skills and experience for the position, current employees shall be appointed to a vacancy.
  - (c) Such posting shall contain a job summary, the qualifications, date of availability and procedure for applying.
  - (d) Should there be any changes made to the job description or time commitment of the position advertised, said position shall be re-advertised with the appropriate criteria outlined on the posting. If there is a change to a position before it is filled the vacancy shall be reposted.
  - (e) During the months of July and August the Board will be deemed to have met the requirements of Clause 15.02 (a) if such posting occurs in a readily accessible place at the Board Office. ([www.jobsineducation.com](http://www.jobsineducation.com))
  - (f) The Board shall not advertise or fill any vacancies until all qualified employees on lay-off have been recalled.
  - (g) Employees wishing to be considered for transfer to another school for September 1st, shall notify the principal of their school, the Superintendent of their present Family of schools, the Superintendent of the Family of schools they wish to transfer to, the Superintendent of Business and Human Resources, the Administrator of Special Education and the Local President, in writing as early in the year as possible and no later than January 15th, indicating their school or area of preference.
  - (h) As openings occur, applications of employees requesting transfer will be considered. Transfers up to September 30<sup>th</sup> will be processed in chronological order as vacancies occur. Postings for vacant positions shall not occur until transfer requests are considered.

- (i) Unless terminated for Just Cause, employees accepting a temporary assignment during the bumping process will continue in that assignment for the assigned period or until the employee on leave returns. No further transfers will be available to the employee during this assignment.
- 15.03 Where an employee temporarily replaces another employee who is on a leave for a specific period of time, then at the end of that time the replacing employee shall be returned to the position formally held.
- 15.04 (a) A current employee who fills a vacancy shall be subject to a trial period. The trial period shall be as follows:
- (i) for a position which falls under a different Seniority List than the employee's current position one-half the period of time set out in Clause 10.02;
  - (ii) in all other circumstances there is no trial period.
- (b) An employee who is unsuccessful during the trial period shall be returned to the position held immediately prior to the commencement of the trial period if it still exists; otherwise the employee shall fall under Clause 16.09 or 16.10 with five (5) school days notice being provided. Any other staffing changes made as a result of the move leading to the trial period shall also be reversed.
- 15.05 Subject to qualifications, skills and /or experience for the position, the Board agrees to permanently exchange employees who have mutually agreed to the exchange. Each employee participating in the exchange shall complete the "Mutual Exchange of Assignments" form prior to the change (Appendix A).
- 15.06 (i) An employee shall be able to move to a new position only once in a school year.
- (ii) Notwithstanding 15.06 (i), an employee who has already moved once in a school year, may apply and be appointed to a second position in that same school year. However, the employee shall not assume the responsibilities of the new position until the end of the school year. Where the vacancy arising from this delayed move arises prior to the mid-winter break of the academic year (otherwise known as the March break), it shall be filled for the remainder of the school year through a temporary posting. Where the vacancy arises during or after the mid-winter break of the academic year (otherwise known as the March break) it shall be filled for the remainder of the school year through a temporary appointment by the Board.
- (iii) Notwithstanding 15.06 (ii), a part-time employee who applies for and is appointed to a temporary position to fulfill a 100% assignment may apply for and be appointed to an additional part-time or permanent full-time position in the same school year. However, the employee shall not assume the responsibilities open new position until the end of that school year. Where the vacancy arising from this delayed move arises prior to the mid-winter break of the academic year (otherwise known as the March break), it shall be filled for the remainder of the school year through a temporary posting. Where the vacancy arises during or after the mid-winter break of the academic year (otherwise known as the March break), it shall be filled for the remainder of the school year through a temporary appointment by the Board.

The intent of the process outlined in 15.06 (ii) and 15.06 (iii) is that an employee can achieve one (1) physical move in a school year and can also achieve up to two (2) paper moves following the physical move in the same school year.

## **ARTICLE XVI - SENIORITY AND LAY-OFF**

- 16.01 (a) Seniority shall mean the length of continuous service in the employ of the Board since date of hire. This shall be called the "seniority date". Unless specifically otherwise provided, no approved absence (with or without pay) shall constitute a break in continuous service for the purposes of seniority.
- (b) A temporary employee shall not acquire seniority unless said employee becomes permanent following twenty months (20) of accumulative service within a twenty six (26) month period. A temporary employee becoming permanent shall be credited with two (2) years seniority at that time.
- (c) Where a provision of this Agreement provides that a period of time or a portion of a period of time which would otherwise not count towards seniority or during which seniority would not accrue or accumulate shall be included in seniority, the seniority date shall be further adjusted following application of (b) above to reflect such period(s) of time. This adjustment shall be done by moving the seniority date away from the present by the number of calendar days in said period's of time.
- (d) Except as provided in Clause 16.05, time on lay-off shall accrue towards seniority.
- (e) Ties shall be broken by lot at the time the tie first occurs.
- (f) For employees hired prior to January 1, 1992, the seniority date shall be computed using the above rules except broken service will be included unless the reason for the break in service was a resignation (or deemed resignation) by the employee or the period of break exceeds the time set out in Clause 16.05 (d).
- 16.02 (a) During the probationary period set out in Clause 10.02, the employee shall have no seniority, but on completion of the probationary period, seniority shall date back to the day on which the probationary employment began.
- (b) A temporary or casual employee shall not acquire seniority unless said employee becomes permanent immediately following the temporary or casual assignment in which case seniority shall date back to the start of the temporary or casual assignment.
- 16.03 Each employee with seniority shall appear on one of the following Seniority Lists:
1. Computer Lab Assistant/Computer Assistant;
  2. JK/K Teacher Assistant;
  3. Special Education Teacher Assistant;
  4. Supervisory Assistant.

- 16.04 (a) The Board shall publish the Seniority Lists of Clause 16.03 by April 30<sup>th</sup> of each year. Copies of the Seniority Lists shall be posted in each location. It shall be the responsibility of each member to review the Seniority List and report any objections to the President of the Local within fifteen (15) school days of the Lists being posted in each location.
- (b) The President of the Local shall be provided with copies of the Seniority Lists. The President of the Local shall have twenty (20) school days from the time of the Seniority Lists being posted in each location to submit, in writing, any objections to the Seniority Lists. At the end of this time, if no objections have been submitted, in writing, the Seniority Lists shall be accepted as final and complete until the publication of new Seniority Lists.
- (c) Where objections have been submitted, in writing, the balance of the Seniority Lists are final and complete until the publication of new Seniority Lists.
- (d) A revision to a seniority list to satisfy an objection does not constitute a new publication of that Seniority List.
- (e) The Seniority Lists may be published at other times by mutual agreement between the Local and the Board. In such a case the Parties shall determine the length of time, if any, to submit, in writing, objections.
- 16.05 An employee shall lose all seniority in the event that the employee:
- (a) Resigns or is deemed to have resigned;
- (b) is discharged for just cause and not reinstated;
- (c) fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered or certified mail to do so unless through illness or other just cause;
- (d) is laid-off for a period longer than two (2) years;
- (e) fails to return to work after completion of a leave of absence (with or without pay) which was granted by the Board unless a reasonable explanation is submitted and accepted by the Board;
- (f) utilizes a leave of absence for purposes other than those for which the leave of absence was granted by the Board unless a reasonable explanation is submitted and accepted by the Board.
- 16.06 (a) Where the student, a special education assistant works with, becomes temporarily unavailable, the employee will be placed on a temporary lay-off as soon as it is known that the absence can be expected to last more than ten (10) school days.

- (b) Notwithstanding Clause 16.06 (a), where it is initially believed by the Board that the period of absence of the student will be less than ten (10) school days for the employee, other duties will be found for the employee. If the absence of the student extends beyond ten (10) school days, the employee will be placed on temporary lay-off after the tenth (10<sup>th</sup>) day. If during the ten (10) school days period it is determined by the Board that the absence of the student will exceed ten (10) school days for the employee, the employee will be placed on temporary lay-off as soon as the determination is made.
  - (c) In no case will a temporary lay-off extend beyond thirteen (13) weeks. A temporary lay-off extending beyond this thirteen (13) week period becomes a lay-off with effect from the first day of the temporary lay-off and all provisions governing lay-off apply.
- 16.07
- (a) When there is no need for an employee's services as a result of the decision of the Board or its agents that employee shall be laid-off after being given written notice by registered, certified mail or hand delivery.
  - (b) Where as a result of a decision by the Board or its agents the total hours the employee will work in the future are reduced, the notice provision of Clause 16.07 (a) and 16.08 shall apply. The employee may choose to exercise rights under Clauses 16.09 or 16.10 as the case may be or the employee may choose to accept the reduction in hours.
  - (c) The Board agrees that no employee on staff as of January 1, 1994 shall be laid-off, have hours reduced or be relocated as a result of contracting out work customarily performed by an employee covered by this Agreement.
  - (d) When a notice of layoff under 16.07 (a) or (b) is effective at the end of the school year, the notice of layoff will be provided at least ten (10) school days prior to the end of the school year.
  - (e) When a notice of layoff under 16.07 (a) or (b) is effective at the end of the school year, the Board will notify each employee who has less seniority than the employees who have received notice of layoff that he/she could be displaced (bumped) and such notification will be deemed notice as required under 16.08 (a) (i). Employees who receive such notice will submit to the Human Resources Department a list in order of priority of positions that he/she may wish to bump in the event that he/she is displaced (bumped).
- 16.08
- (a)
    - (i) When an employee works the school year and the notice of lay-off is effective at the end of the last school day of the school year, the notice requirement will be ten (10) days otherwise the notice will be as defined in (ii).
    - (ii) The extent of written notice required by the Board for the purposes of Clause 16.07 shall be as follows:

Employees on probation.	Five (5) days;
Employees with one (1) or more years of service and less than three (3) years of service.	Ten (10) days;
Employees with three (3) or more years of service and less than four (4) years of service.	Fifteen (15) days;
Employees with four (4) or more years of service and less than five (5) years of service.	Twenty (20) days;
Employees with five (5) or more years of service and less than six (6) years of service.	Twenty-five (25) days;
Employees with six (6) or more years of service and less than seven (7) years of service.	Thirty (30) days;
Employees with seven (7) or more years of service and less than eight (8) years of service.	Thirty-five (35) days;
Employees with eight or more years of service.	Forty (40) days.

- (b) In Clause 16.08 (a) the times referred to are days worked by the employee before the termination is effective. If the employee is terminated and has not had the opportunity to work during the notice period, the employee shall be paid in lieu of work for that part of the period work was not made available.
- 16.09 (a) An employee who is provided with notice of lay-off in accordance with Clauses 16.07 and 16.08 with an effective date which is other than the end of work on the last school day of the school year shall be placed on a recall list in accordance with Clause 16.11 and the provisions of Clause 16.11 shall apply.
- (b) For employees placed on a recall list by operation of Clause 16.09 (a), the limitation of Clause 16.05 (d) will be deemed to be calculated from the end of the school year in which the employee was placed on the recall list.
- (c) An employee covered by Clause 16.09 (a) shall be given notice that Clause 16.10 procedures have commenced at the same time as notice is given under 16.07 (d).
- (d) An employee covered by Clause 16.09 (a) shall be removed from the recall list if that employee successfully displaces another employee under the process of Clause 16.10.

- 16.10 An employee who is provided with notice of lay-off (in accordance with 16.07 and 16.08) with an effective date which is the end of work on the last school day of the school year may choose to displace (bump) another employee. An employee covered by Clause 16.09 (a) may also choose to bump another employee. This is subject to the following conditions.
- (a)
    - (i) Bumping shall occur once per school year with an effective date of September 1.
    - (ii) Notwithstanding (a) (i), should an employee who is provided with notice of layoff (in accordance with 16.07 and 16.08) with an effective date which is after the end of the school year and on or before September 30<sup>th</sup> may choose to displace (bump) another employee or choose a vacant position for which the employee has the qualifications, skills and or experience. The employee may choose to exercise his/her rights under Clause 16.09 or 16.10 as the case may be or the employee may choose to accept a reduction in hours.
    - (iii) Notwithstanding (a) (i) should an employee in a Developmental Unit be affected by redundancy at any time during the school year, the employee may exercise her/his rights immediately under Article 16 within that Developmental Unit by displacing (bumping) the least senior member in the first instance and then follow the process under (a) (iv).
    - (iv) In the event of a lay-off of employees becoming necessary during the school year, following September 30<sup>th</sup>, in any classification, employees shall be laid off in the reverse order of their seniority in that classification. Subject to qualifications, skills and/or experience, bumping shall occur first at the school level, then the Family of Schools level and finally at the system level.
  - (b)
    - (i) An employee in a full-time position (35 hours) who has her/his number of hours reduced may exercise her/his rights in accordance with the guidelines outlined below:
      - (a) A full-time employee (35 hours) may bump another full-time employee (35 hours);
      - (b) A full-time employee (35 hours) may bump two half-time (17.5 hours) employees;
      - (c) A full-time employee (35 hours) may bump part-time employees in any combination of assignments which total up to 35 hours and which is consistent with Article 16.10 (g).
    - (ii) An employee in two half-time positions (17.5 hours + 17.5 hours) who has her/his assignment reduced by 17.5 hours or more may bump into any position or positions. If the reduction is less than 17.5 hours, she/he may bump into a position or positions up to 17.5 hours.
    - (iii) An employee who is other than full-time or half-time who has his/her hours reduced may subject to Article 16.10 (g) bump into other position(s) up to the hours of the position held.

- (iv) An employee who exercises the right to bump under Article 16.10 (a) (ii) during the school year shall have bumping rights at the end of the school year.
- (c) Bumping can only take place with the Seniority List covering the position for which the employee has received notice under Clause 16.07 (a) or (b).
- (d) The employee's name must appear higher on the Seniority List than the name of the employee being bumped.
- (e)
  - (i) An employee cannot increase actual hours worked by bumping.
  - (ii) For the purposes of bumping procedures, permanent employees who had their number of hours per week reduced during the school year may exercise his/her rights to bump into position(s) up to the hours held prior to the reduction.
- (f) An employee cannot bump part of an assignment.
- (g) An employee can bump more than one position provided it does not require the Board to reorganize any position as a result.
- (h) An employee who wishes to bump must advise the Human Resources Department, in writing, within five (5) school days of receiving the notice of Clause 16.07 or Clause 16.09 (c), whichever is later, that bumping is intended and clearly identify (by name of the incumbent employee) the position to be bumped.
- (i) An employee who fails to meet the time limits of Clause 16.10 (h) loses the privilege to bump.
- (j) Notwithstanding items (a) to (j), an employee who is given notice of layoff or is bumped may, subject to qualifications, skills and/or experience and entitlement, choose a vacant position instead of displacing (bumping) another employee.
- (k) An employee, who has acquired seniority, who is bumped has a right to utilize the process of this Clause. For these purposes the date of notification of being bumped shall be substituted for notice of Clause 16.07 (e).
- (l) Upon completion of the layoff procedures applications of employees requesting transfers under Article 15.02 (g) will be considered and any remaining vacant positions available at that time may be offered to probationary employees without the requirement to post.
- (m) The bumping procedures will be carried out on the second (2<sup>nd</sup>) last day of the school year by representatives of the Board and the Union. An employee who has been bumped will be advised by telephone that he/she has been displaced and will be given an opportunity to bump another employee or choose a vacant position. If an employee has been bumped and cannot be reached by telephone, the representatives of the Board and the Union will make a decision based on the information provided under Article 16.07 (e) and such decision will be final.



- 16.11 (a) There shall be a recall list for each Seniority List. An employee who is laid-off shall be placed on the recall list for positions within the Seniority List which the employee was on immediately prior to lay-off. Being on a recall list creates a recall right to positions within the Seniority List which the recall list matches.
- (b) An employee's name will remain on a recall list until either the employee loses all seniority (Clause 16.05), the employee is recalled, the employee accepts a position within the bargaining unit or the employee requests (in writing) removal from the list.
- (c) The employee shall keep the Board informed of any change of address.
- (d) The Board shall notify an employee on a recall list of any position being posted (in accordance with Clause 15.01) to which the employee has a recall right. This notice shall be by sending the employee a copy of the posting by registered or certified mail to the address on file.
- (e) The employee may exercise the recall right by applying in accordance with the instructions in the posting. The application shall clearly indicate a recall right is claimed.
- (f) Subject to qualifications, skills and/or experience required for the position an employee with a recall right shall have priority over other applicants. Where more than one employee with a recall right applies, consideration shall be in order of decreasing seniority.
- (g) A laid-off employee who is recalled must repay any severance allowance paid or the employee cannot be recalled.
- 16.12 An employee could hold more than one position within the bargaining unit. When this is the case, the employee's name can appear on more than one Seniority List. In such a case, each position shall be distinct and severable. The provisions of this Article shall apply as though the positions were held by unrelated individuals.
- 16.13 Principals shall be provided with a supply list of interested part-time employees and employees with recall rights by September 15<sup>th</sup> each year and updated by January 15<sup>th</sup> each year. For casual and temporary employment, Principals shall first give consideration to employees with recall rights and then interested Part-time employees. The Union will assist the Board in providing current information for said employees.

## **ARTICLE XVII - JOB SHARING**

- 17.01 Two employees may choose to share a single assignment for a school year provided the following requirements are met:
- (a) Job sharing may take the form of sharing on a time basis approved by the employees, the immediate supervisor, and the Director of Education or designate.
- (b) At least one of the employees proposing a shared year must be assured a full-time position which will be available to share in the applicable year. This does not require the Board to create a position or to modify any position.

- (c) Written application shall be made to the Director of Education or designate on or before April 30<sup>th</sup> in the year prior to entering the plan the following school year. Permission to share a position may only be granted by the Director of Education or designate.
- (d) At the time of approving the plan, agreement in writing shall be reached to determine the last day to be worked of the Job Sharing. The date may be extended by mutual agreement between the employees and the Director of Education or designate.
- (e) Written acceptance or refusal of the application by the Board shall be forwarded to the employees by May 30<sup>th</sup> in the same year in which the application was made.
- (f) The following conditions shall pertain during and following the year of sharing the position as indicated.
  - (i) The salary paid to each employee shall be a pro-rated portion of the salary the employee would have earned as a full-time employee for the applicable year. The proration shall be in accordance with the division of duties of the full-time position and shall be agreed upon by the employees concerned and the Director of Education or designate before permission is granted.
  - (ii) An employee in a job sharing plan shall have benefits and sick leave credits pro-rated in relation to what the employee would receive as a full-time employee.
  - (iii) Where there is any difference in the level of benefits for a part-time employee and the benefits the employee would have been eligible for if the job sharing had not occurred, subject to any conditions of the carriers, the employee may maintain benefits at the level that would have existed had the job sharing not occurred. The employee shall be responsible for any premium cost to do so. The Board percentage of contribution to benefits shall be as required for an employee working that percentage of full-time.
- (g) If positions with the same percentage of full-time as the two employees held upon entering the job sharing are not available, at the end of the job sharing, the provisions of Article 16 shall apply.

## **ARTICLE XVIII - SICK LEAVE**

### 18.01 Personal Illness

Each employee shall be entitled to salary notwithstanding absence from duty on account of sickness certified to by a physician or on account of acute inflammatory condition of the teeth or gums certified by a licentiate of dental surgery.

## 18.02 Sick Leave Account

- (a) At the first of September of each year, a full-time employee's sick leave account shall be credited with one and one-half (1.5) days of sick leave allowance for each month of employment anticipated for the next year. A pro-rated credit is made for a part-time employee. A newly hired employee receives a credit for the balance of the year upon commencement of duties. At the end of each year's employment, the amount of sick leave credit remaining in an employee's account shall be carried forward up to a maximum of two hundred (200) days.
- (b) Each employee's sick leave account shall be debited for the number of days absent due to personal illness and for which salary was paid, until such account has become exhausted. When an account has been completely expended no further payments shall be made for absence due to personal illness until the account has been credited with the allowance for the next year commencing September 1<sup>st</sup>. Any overdraw of the sick leave account is subject to recovery by the Board.
- (c) All payments to employees under sick leave shall be computed on the basis of the rate of a regular day's salary such employee is, or would be, receiving at the time the absence occurs.

- 18.03
- (a) Absence due to illness of three (3) consecutive school days or less and not exceeding a total of ten (10) school days in any one year do not normally require medical certification. However, at the Board's discretion, a medical certificate may be required for any lesser period of absence.
  - (b) A certificate when required under (a) above shall be furnished to the principal or other immediate supervisor and shall clearly certify to the inability of the employee to attend to duties due to personal illness or acute inflammatory condition of the teeth or gums.
  - (c) For absences in excess of ten (10) school days, but of three (3) months or less, a certificate shall be submitted to the Superintendent of Business & Human Resources or designate. If the absence is for a period in excess of three (3) months, the Board may require that it be certified by a doctor chosen by the Board at the Board's expense.
  - (d) Where the frequency of incidental absence becomes a concern to the Board, the employee may be required to have a medical examination by a doctor chosen by the Board at the Board's expense.

- 18.04
- An employee who is absent due to an illness or injury which is compensable by the Worker's Safety Insurance Board shall be entitled to supplement such compensation up to the full salary of the employee, provided that such supplementary payments will be charged pro-rata against the accumulated sick leave credits of the employee and will only be paid as long as there are unused sick leave credits.

## **ARTICLE XIX - SPECIAL LEAVE**

- 19.01 (a) Each employee may be granted leave of absence for reasons other than illness without deduction of salary subject to approval by a person or persons designated by the Board. Application for Special Leave shall be made through the Principal. Any such absences shall be chargeable to the employee's special leave account and are subject to sufficient leave credits being in the employee's special leave account.
- (b) Generally, special leave is granted for such reasons as:
- university graduation exercise (including graduation from a 2 or 3 year college program) for employee or members of immediate family;
  - funeral of relative other than those qualifying for Bereavement leave or close friend;
  - sudden illness of family member;
  - taking family member to doctor or hospital;
  - appointment with lawyer or other professional which cannot be arranged outside working hours;
  - household emergencies where physical property or goods of employee at risk due to weather or other hazards;
  - marriage of employee's children or children of employee's spouse;
  - transportation emergencies;
  - other family responsibilities such as need to make unexpected alternative care arrangements and attendance at minor child's school.
- (c) In (b) above:
- (i) "immediate family" means spouse, (including common law or same sex spouse) parent, parent-in-law, step-parent, guardian, child or step-child;
  - (ii) "family member" means spouse, (including common law or same sex spouse), parent, parent-in-law, step-parent, guardian, minor step-child, minor child, person living within household for whom the employee has responsibility or adult child where the employee takes on minor care giving responsibilities.
- (d) In all cases employees are expected to minimize the amount of time from work. Special leave may be granted for as little as 15 minutes and up to the credits available.
- (e) Special leave is not granted for social occasions such as reunions, anniversaries.
- (f) Where Special leave is not granted, leave without pay may be granted at the request of the employee.
- (g) Where Special leave requested after the fact is denied, the absence becomes leave without pay.
- (h) Where Special Leave is denied after the absence has occurred, then the absence becomes leave without pay.

## 19.02 Special Leave Account

- (a) At the first of September of each year, a full time employee's special leave account shall be credited with one half (0.5) day of special leave allowance for each month of employment anticipated for the next year. A pro-rated credit is made for a part-time employee. A newly hired employee receives a credit for the balance of the year upon commencement of duties.
- (b) At the end of each year prior to application of (a) above, the amount of special leave credit remaining in an employee's account shall be transferred to the employee's sick leave account. This transfer will be deemed to have occurred prior to the operation of Clause 18.02
- (c) If at any time an employee has used all of the employee's accumulated sick leave allowance, the employee may utilize the employees Special Leave allowance for sick leave purposes.
- (d) Upon any change in employment status (i.e. such as change in percentage of full-time worked, number of days per week or number of weeks worked, termination) the special leave account shall be adjusted.
- (e) Any overdraw of the special leave account is subject to recovery by the board.

## **ARTICLE XX - BEREAVEMENT LEAVE**

- 20.01 (a) A maximum of three (3) school days with pay shall be granted to attend the funeral of immediate next-of-kin (spouse [including common law spouse or same sex spouse] parent, step-parent, guardian, parent-in-law, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren).
- (b) If more than (3) consecutive school days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three shall be chargeable to special leave. If special leave is used up, then pay shall be withheld for the number of days involved. Special leave granted under this section is subject to approval by the Superintendent of Business & Human Resources or designate.

## **ARTICLE XXI - COURT APPEARANCES**

### 21.01 Summons and Subpoenas

Each employee shall be allowed leave of absence without deduction of salary or sick leave when required to serve on a jury or subpoenaed as a witness in any proceeding to which the employee is not a Party or one of the persons charged. The employee shall pay to the Board any fee, exclusive of traveling allowances and living expenses, that are received as a juror or as a witness.

## 21.02 Court Cases

In the event that an employee, in the execution of duties, is charged and acquitted of an offence, the employee shall be allowed leave of absence without deduction of salary for the time spent in court with the approval of the Board. If the employee is not acquitted, a salary deduction may be made at the discretion of the Board.

## 21.03 Co-defendant with Board

- (a) Where the employee as a result of the employment relationship, is a co-defendant with the Board in an action brought by a third party, the employee shall be permitted leave of absence without deduction of salary or sick leave for the purposes of responding to the action with the Board.
- (b) The provision only applies to the extent the employee and the Board have common interests and does not apply to any parallel action in which the Board is not a defendant.
- (c) The provision ceases to apply upon the Board ceasing to be a defendant in such action.

## 21.04 Quarantine

In any case where, because of exposure to a communicable disease, an employee is quarantined or otherwise prevented by order of the medical authorities from attending upon work duties, the employee shall be paid and the time shall not be deducted from the employee's sick leave account or special leave account.

## **ARTICLE XXII - PREGNANCY AND PARENTAL LEAVE**

22.01 The Board provides pregnancy, parental and adoption leave for employees for such period before and after delivery or adoption of a child as will serve the interest of the students, the Board and the employee concerned, and in conformity with the requirements of the Employment Standards Act.

### (a) Types of Leave

#### (i) Pregnancy Leave

A "Pregnancy Leave" is granted to a pregnant employee and is for a period of fifty-two (52) weeks or such shorter period of time as the employee requests. The term "Pregnancy Leave" includes both the seventeen (17) week pregnancy and the thirty-five (35) week parental leaves of the Employment Standards Act.

#### (ii) Parental Leave

A Parental Leave is granted to an employee whose spouse is expecting to give birth and is for a period of thirty-five (35) weeks or such shorter period of time as the employee requests. Parental Leave must commence no later than thirty-five (35) weeks after the child is born.

(iii) Adoption Leave

An Adoption Leave is granted to an employee who has provided the Board with confirmation that an application has been made for adoption and is for a period of thirty-five (35) weeks or such shorter period of time as the employee requests. Adoption Leave may commence immediately after the child becomes available. Adoption Leave must commence no later than thirty-five weeks after the child comes into the custody and control of the adopting employee for the first time.

(iv) Extended Pregnancy Leave

An Extended Pregnancy Leave is granted to a pregnant employee and is for a period not to exceed two (2) years. The duration of the leave, commencing date and termination date are at the discretion of the Board and subject to mutual Agreement with the employee.

(b) Employees with Thirteen or more Weeks Continuous Service at Beginning Date for Leave

(i) Leaves as defined in Clause 22.01 (a) shall be granted provided any and all applicable conditions have been met.

(ii) Written documentation is required in:

- (1) application for leave suggesting beginning and ending dates;
- (2) probable date of delivery (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave) or expected date of first coming into care and control of employee (Adoption Leave);
- (3) doctor's certificate of pregnancy and probable delivery date (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave);
- (4) confirmation of leave including beginning and ending dates;
- (5) doctor's certificate of need for extension of leave (Pregnancy Leave or Extended Pregnancy Leave) if applicable.

(iii) Application for leave must be made at least two (2) weeks before the leave is to begin. Employees shall endeavour to provide four (4) weeks notice. The minimum notice does not apply when there are complications due to pregnancy, or where birth (or still birth or miscarriage) occurs earlier than the expected date of birth.

(iv) The beginning and ending dates of the leave provided under these provisions will be in accordance with the Employment Standards Act. Any variation from this will be by Agreement with the Superintendent of Human Resources or designate.

- (v) An employee may terminate a leave prior to the planned date by notifying the Superintendent of Business & Human Resources, in writing, at least four (4) weeks before the requested date of return.
  - (vi) During a leave, the employee shall receive no salary from the Board; Seniority shall continue to accrue; sick leave shall not be reduced unless used.
  - (vii) During a leave, for the lesser of thirty five (35) weeks in the case of a Parental leave or Adoption Leave, or fifty-two (52) weeks in the case of a Pregnancy Leave or an Extended Pregnancy Leave, and the duration of the leave, the Board shall continue to pay its share of premiums for insured employee benefits (covered by Article 11), work experience for grid placement (Article 10) and Sick Leave (Clause 18.02) shall continue to accumulate.
  - (viii) After the period of time covered by Clause 22.01 (b) (vii), insured employee benefits (covered by Article 11) will be suspended unless kept in force through payment of premiums, in advance, by the employee, in such manner as prescribed by the Board, but on resumption of duties by the employee, all such benefits will be reinstated, in accordance with the terms of the Collective Agreement.
  - (ix) After the period of time covered by Clause 22.01 (b) (vii), time spent on a leave under this provision shall not accrue towards placement on salary grid (Clause 10.01) or accumulation of sick leave (Clause 18.02).
  - (x) At the end of a leave under this provision the Board shall return the employee to the position most recently held, if it still exists, or to a comparable position, if it does not. This return to position shall be subject to redundancy procedures. It is understood that a position does not extend beyond a school year and that return from a leave commenced in a prior school year must always be to a comparable position.
- (c) Employees with less than Thirteen Weeks Continuous Service at Beginning Date for Leave

All provisions in this part are the same as those in Clause 22.01 (b) except:

- (i) the beginning date of the leave period if earlier than eleven (11) weeks prior to the expected delivery date and the ending date if later than six (6) weeks after the delivery date shall be determined by the Superintendent of the Department concerned;
- (ii) where the Pregnancy Leave extends beyond the eleven (11) week period, the employee loses the right to return to the Board's employ, unless such extension is approved, in writing, by the Superintendent of Business/ Human Resources or designate.
- (iii) neither the particular position held by the employee at the beginning of the leave nor an equivalent position is guaranteed on return to work, but the Superintendent concerned will place the employee in a position as near as practicable to that formerly held.



(d) Adoption Leave Provisions

- (i) Pre-placement leave shall not exceed two (2) weeks except with the specific approval of the Superintendent.
- (ii) if the presence of the adopting employee is required for pre-adoption purposes [not including those set out in (i) above], such leave shall be available, provided the employee supplies verification from the adoption agency. Such leaves shall be charged against the employee's special leave allowance [Clause 19.01].

22.02 The Board agrees to provide an Employment Benefits Plan approved by the Employment Insurance Commission for the two week waiting period at 100% of the employee's E.I. Benefits.

**ARTICLE XXIII - LEAVE OF ABSENCE WITHOUT PAY**

23.01 An employee is entitled to apply for a Leave of Absence (without pay) for a specified period of time. Subject to operational requirements as determined by the Board, such leave shall not be unreasonably denied. Within five (5) school days of receiving a request, the Board shall provide the required operational requirements, in writing, to the employee and the Union.

23.02 An application for a Leave of Absence Without Pay must be submitted to the Director of Education or designate at least two (2) months prior to the requested commencement date of the Leave.

23.03 An employee on a Leave of Absence Without Pay must notify the Board at least one (1) month prior to the termination of the Leave if the Employee is not going to return to work.

**ARTICLE XXIV - RETIREMENT GRATUITY**

24.01 Employees are eligible to receive a Retirement Gratuity in accordance with the following:

- (a) those employed on or before August 31, 1982, and otherwise eligible for Retirement Gratuity are eligible from date of employment;
- (b) those employed since August 31, 1982 are eligible to accumulate sick leave credits for Retirement Gratuity purposes commencing January 1, 1990;
- (c) the employee has been employed on a regular basis and received sick leave credits;
- (d) the employee has completed a minimum of ten (10) years continuous service with the Board or its predecessors and submits proof to the Human Resource Department within three (3) months after leaving the Board's employ that the employee is receiving pension from the pension plan referred to in Article 12;
- (e) the employee has completed 40 years of service with the Board;

- (f) the employee suffers from permanent disability as certified to by a licensed medical practitioner.

24.02 (a) The Retirement Gratuity shall be calculated on:

- (i) number of years of service;
- (ii) number of days accumulated in the employee's sick leave account at the time of retirement.

(b) The formula for calculating the Retirement Gratuity shall be:

$$\frac{N}{200} \times \% \times S$$

where

N is the number of unused accumulated sick leave credits eligible for inclusion to a maximum of 200.

% is based on years of service.

10 years - 20%	16 years - 38%
11 years - 23%	17 years - 41%
12 years - 26%	18 years - 44%
13 years - 29%	19 years - 47%
14 years - 32%	20 or more - 50%
15 years - 35%	

S is the last full year's salary.

(c) For employees hired prior to January 1, 1976 the formula shall be:

$$\frac{N}{200} \times (3\% \times \text{years of service}) \times \text{Best salary}$$

(d) No Retirement Gratuity can exceed fifty percent (50%) of one year's salary at the time of retirement.

24.03 (a) For Retirement Gratuity purposes, an employee may accumulate two hundred and thirty (230) sick leave days; however, the Retirement Gratuity is based on a maximum of two hundred (200) days.

(b) The Retirement Gratuity may be paid in a lump sum or over not more than a three (3) year period, and at a time or times mutually agreeable.

(c) Should a retired employee die before receiving full payment of the Retirement Gratuity, the accrued benefits shall likewise be paid to the employee's beneficiary or estate if no beneficiary has been named.

(d) In the event of the death of an employee prior to cessation of employment, a Retirement Gratuity based on accumulated sick leave and length of service at the time of death shall be paid to the employee's beneficiary or estate if no beneficiary has been named.

## **ARTICLE XXV - WORKING CONDITIONS**

- 25.01 The Board shall reimburse, at the Board's current kilometer /mileage rate, each employee for travel between an assignment involving two or more work locations within the Board's jurisdiction.
- 25.02 The Board shall provide bulletin board space in each school on the common bulletin board for exclusive use of the Local.
- 25.03 The Board shall provide information to the President of the Local about the Professional development activities provided by the Board.
- 25.04 An employee shall, upon request, have access to the Board's inservice programmes on a voluntary basis subject to the availability of space.

## **ARTICLE XXVI - EVALUATION**

- 26.01 An evaluation of an employee shall be made in writing and signed by the evaluator. At the request of either party, a meeting shall be held to discuss the evaluation. The Board shall have a policy on, and procedures for the regular evaluation of employees.
- 26.02 The employee shall be given an opportunity to sign the evaluation and to make written comments if so desired. This opportunity shall occur before the evaluation is sent to the Superintendent and/or Human Resources Department. The signature indicates only that the employee has read the evaluation.
- 26.03 Only Supervisory Officers, Principals, Vice-Principals, Special Education Administrator or Coordinator of Computer Services shall evaluate an employee's competence.

## **ARTICLE XXVII - PERSONNEL FILES**

- 27.01 An employee shall have access during normal business hours to that employee's personnel file upon prior written request and in the presence of a supervisory officer or other person(s) designated by the Director. The employee shall also have access to that employee's personal in-school data file. The employee may copy any material contained in the files.
- 27.02 The employee may be accompanied by one other person who shall have access to such information at the request of the employee.
- 27.03 If the employee disputes the accuracy or completeness of any such information other than an evaluation referred to in Article XXVI, the Board shall, within thirty (30) calendar days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm, amend or delete the information.
- 27.04 Where the Board amends such information, the Board shall, at the request of the employee, attempt to notify all persons who received a report based on inaccurate information.

27.05 If there is a dispute as to the accuracy of any material in the files covered by Clause 27.01, said dispute shall be resolved by the processes of the Municipal Freedom of Information of Protection of Privacy Act.

Documents Respecting Performance or Conduct

27.06 Copies of any document respecting the performance or conduct of a member shall be given to the member within seven (7) calendar days of the writing of such document and at least seven (7) school days prior to the document being filed.

Signature Not Approval

27.07 The signature of a member on any document respecting the performance or conduct of that member shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

Adverse Reports

27.08 Where the Employer places on record a written report which may adversely affect an employee's standing or advancements, the employee shall be supplied with a copy of such report within thirty (30) working days. The report shall be dated and shall delineate the nature of the inadequacy of the employee's performance together with other pertinent aspects of the situation.

Where there is a 24 month period during which no adverse report has been entered or letter of reprimand issued, all previous adverse reports with respect to the employee shall be destroyed.

Notwithstanding the foregoing, where the adverse report incident involves an interaction with a student it shall be maintained in an employee's personnel file for a period of five (5) years. Thereafter, the adverse report shall not affect the employee's standing and shall not be considered, relied upon or referred to for purposes of advancement, promotion or discipline.

**ARTICLE XVIII - JUST CAUSE**

28.01 (a) No employee shall be disciplined or discharged without just and sufficient cause and such cause shall be communicated in writing by registered mail or by hand delivery within ten (10) calendar days with a copy to the Local President at the same time.

(b) Prior to the imposition of any discipline and except for exceptional circumstances, there shall be a meeting held between the employee and a Board representative to discuss the matter. The Board representative will advise the employer about the nature of the meeting prior to the meeting. The employee shall have the right to have a Union representative at the meeting.

## **ARTICLE XXIX - PRINTING OF COLLECTIVE AGREEMENT**

29.01 The board shall provide each employee, school/location steward and the Principal/Administrator with a copy of the current Collective Agreement in force between the Board and the Local within six (6) weeks of the signing of the Collective Agreement.

## **ARTICLE XXX - TECHNOLOGICAL AND OTHER CHANGES**

### 30.01 Training Program

- (a) Where the Board introduces new techniques or equipment into the operation covered by the Bargaining Unit, and where such techniques or equipment renders obsolete the skills used by employees in that area, the Board agrees that a retraining program is appropriate.
- (b) To enable employees to become retrained at the employee's expense, the Board agrees to make available leave without pay for the affected employees.
- (c) The timing of this leave without pay shall be subject to mutual agreement between the employee and the Board. At all times, the needs of the students and on-going programs shall be paramount.
- (d) After successful, appropriate retraining the employee shall be assured the position for which the retraining was necessary subject only to the continued existence of the position and the seniority provisions of Article 16.
- (e) The Board shall pay the fees of any course required by the Board for an employee to perform their job. Payment of fees shall be made on successful completion of the course.

## **ARTICLE XXXI - X OVER Y PLAN**

### 31.01 Purpose

Under this plan a participating employee agrees to work for a period of time at less pay than that employee would have received based upon current qualifications salary. In return the Board agrees to grant the participating employee a self-funded leave (leave with pay). A plan approved under this provision would normally be between two (2) and five (5) years in duration.

### 31.02 Eligibility

Any employee who has completed the probationary period is eligible to participate in the plan.

### 31.03 Applications

- (a) An employee wishing to participate in this plan must submit a written application to the Administrator on the Administering Committee not later than the January 7th preceding the school year in which the employee wishes to enter the plan.

- (b) The application must describe the individual scheme as to the number of years of participation, the amount by which the regular pay will be reduced for each non-leave year of the plan and the year in which the leave is to be taken.
- (c) Each employee submitting an application to participate in this plan shall be sent by March 1st written confirmation of acceptance of the individual scheme or a written explanation of the reasons for the rejection of the individual scheme.

#### 31.04 Conditions for Acceptance

- (a) No individual scheme will be recommended for acceptance if more than 4% of the bargaining unit would be on leave at the same time under this plan.
- (b) No individual scheme will be recommended for acceptance if the participating employee will have less than three years full-time experience (or equivalent part-time experience) with the Board when the leave will be granted.
- (c) No individual scheme will be recommended for acceptance if the leave of absence is not fully funded by the employee in advance.
- (d) No individual scheme will be recommended for acceptance if the individual scheme does not commence at the start of a school year, semester or calendar year.
- (e) No individual scheme will be recommended for acceptance if the applicant has not yet fulfilled the conditions for some previously granted form of leave.

#### 31.05 Contract

- (a) Each participating employee shall execute a contract with the Board wherein are set out the terms and conditions of the participation in the plan.
- (b) The contract must be executed by March 15th or the employee shall be deemed to have withdrawn the application to participate in the plan.
- (c) This contract shall be enforceable between the employee and the Board as though it were part of this Collective Agreement.
- (d) The contract may be amended from time to time by mutual agreement provided the amendments affect neither the length nor the starting date of the leave, they are made prior to the June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.
- (e) The contract may be amended from time to time by mutual agreement with respect either to the length or the starting date of the leave provided the amendments are approved by the Administering Committee and the Board.
- (f) The Administering Committee will receive a copy of the contract and any amendments which may be subsequently made.

### 31.06 Leave

- (a) (i) Where the deferred salary is involved, the leave period must commence after a period not exceeding six years after the initial date of deferral.
- (ii) Leave periods cannot be postponed beyond the maximum time limit although they may be postponed within the maximum time limit.
- (iii) The leave must immediately follow the deferral period.
- (b) A leave under this plan shall be granted, subject to the Board being able to hire a suitable replacement, for the period set out in the individual scheme.
- (c) During a leave granted under this plan, fringe benefits, subject to the requirements and provisions of the insuring companies, will be maintained by the Board with the premiums being fully paid by the employee.
- (d) Sick leave credits may be neither accumulated nor utilized during a leave granted under this plan.
- (e) All provisions of this Clause shall be subject to Revenue Canada regulations.

### 31.07 Return from Leave

- (a) Subject to the provisions of the redundancy procedure a participating employee, upon return from a leave granted under this plan, shall be returned to the same position the employee was assigned to prior to the leave.
- (b) Upon return from a leave granted under this plan a participating employee shall be eligible for any increase in salary other than increment and benefits that would have been received had the leave not been taken.
- (c) The participating employee must return to the employment of the Board after the leave period for a period that is not less than the leave period.

### 31.08 Payment

- (a) During non-leave portions of the individual scheme, the participating employee shall be paid normal grid salary less the amount set out in the individual scheme by which the participating employee's normal grid salary is to be reduced.
- (b) During the non-leave portion of the individual scheme, the amount by which the participating employee's normal grid salary is reduced (i.e. the amount set out by the participating employee) shall be placed in trust with a chartered bank, trust company, credit union or such other recognized financial institution selected by the Administering Committee and interest earned thereby shall accrue to the benefit of the trust.
- (c) During the leave portion of the individual scheme, the participating employee shall be paid an amount which consists of the sum accumulated in the trust. Interest accumulated in the trust will be paid to the participating employee in accordance with Revenue Canada regulations.

- (d) During participation in the plan, the participating employee shall be paid in accordance with Clause 9.05.
- (e) Provided the Board offers "Direct Deposit" under clause 9.05, during the leave portion of the individual scheme, the participating employee's cheque will continue to be deposited. If for any reason the Board ceases direct deposit under clause 9.05, the participating employee's cheque will be deposited by mail to the same bank to which direct deposit was previously being made.

#### 31.09 Withdrawal, Redundancy and Death

- (a) A participating employee may not withdraw from the plan within six (6) months of the date that the leave is to commence. A participating employee may withdraw from the plan any time prior to six (6) months before the date the leave is to commence by delivering written notice of withdrawal to the Administrator on the Administating Committee.
- (b) A participating employee who becomes redundant prior to the commencement of leave under this plan shall be deemed to have withdrawn from the plan.
- (c) A participating employee who withdraws from the plan under circumstances of clause 31.09 (a) or (b) shall receive the sum accumulated in the trust including any interest accrued therein within ninety (90) days of withdrawal.
- (d) The estate of a participating employee who dies before the commencement of leave under this plan shall receive the sum accumulated in the trust including any interest accrued therein within ninety (90) days of receipt of a copy of the death certificate by the Administrator on the Administering Committee.
- (e) A participating employee who becomes redundant after the commencement of leave under this plan shall receive any amount remaining in the trust including accrued interest. The participating employee remains obligated to repay any amounts received in excess of the sum accumulated in the trust including any interest therein.
- (f) The estate of a participating employee who dies after commencement of leave under this plan shall receive any amount remaining in the trust including interest accrued therein within ninety (90) days of receipt of a copy of the death certificate by the Administrator on the Administering Committee.

#### 31.10 Deferral of Leave

- (a) If a suitable replacement for a participating employee cannot be hired by the Board, the Board may defer the year of the leave. In such a case the Board shall give the participating employee written notice at least two (2) months before the date on which the leave was to commence.
- (b) In such a case, the participating employee may choose to withdraw from the plan or remain in the plan by giving the Administrator on the Administering Committee written notice of intent within ten (10) days of notification of deferral of leave.
- (c) Where the employee chooses to remain in the plan, an amendment to the contract must be entered into within fifteen (15) days of the decision to remain in the plan or the employee shall be deemed to have withdrawn from the plan.



- (d) Where the employee chooses to remain in the plan the money in trust shall continue to accrue interest.

### 31.11 Administering Committee

- (a) This plan shall be administered by a committee consisting of three persons:
  - 1 Representative of the Local
  - 1 Board Member
  - 1 Administrator
- (b)
  - (i) The Administering Committee shall screen all applications and make recommendations to the Board on all applications received indicating that it either considers the individual scheme should be approved, not approved or that it has no recommendation.
  - (ii) In screening the applications the Administering Committee shall consider the needs of the applicant's school, the numbers expected to be on leave under this plan in the year a leave is requested and, subject to clause 31.04, any other factors it considers relevant.
  - (iii) The recommendations of the Administering Committee shall be made to the Board in such time for the Board to be able to deal with them at a regular meeting of the Board prior to March 1st.
- (c)
  - (i) Throughout an employee's participation in the plan, the control of the trust established by clause 31.08 (b) shall be vested solely in the Administering Committee on behalf of the participant.
  - (ii) The Administering Committee shall be responsible for the choice of chartered bank, trust company, credit union or other recognized financial institution to which the money held in trust shall be paid.
- (d) During the leave portion of an individual scheme, the Administering Committee shall arrange for payment to the Board, in advance of the Board making payment to the participating employee, the amounts set out in clause 31.08 (c).
- (e) The Administering Committee shall carry out such steps as it considers necessary to ensure participating employees are aware of their rights and privileges under OMERS and the Income Tax Act.
- (f) The Administering Committee shall be responsible for the carrying out of all other functions assigned it by this Article.

DATED AT PEMBROKE, THIS DAY OF

200

SIGNED AND AGREED ON  
BEHALF OF THE RENFREW  
COUNTY DISTRICT  
SCHOOL BOARD OF ONTARIO

SIGNED AND AGREED ON  
BEHALF OF THE ELEMENTARY  
TEACHERS' FEDERATION  
RENFREW DISTRICT EDUCATIONAL  
ASSISTANTS' LOCAL

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MEMORANDUM OF AGREEMENT  
SUPERVISORY ASSISTANT

At the time of signing the Collective Agreement the Supervisory Assistant worked hours different from Article 14 and had a vacation with pay arrangement not allowed under Article 13. Neither of the foregoing are to be affected by the implementation of the Collective Agreement and by the application of Articles 14 and 13 respectively. For clarity, vacation with pay consists of one (1) week with pay for each 2% of vacation pay entitlement under Article 13.

This Memorandum of Agreement forms part of this collective Agreement.

DATED AT PEMBROKE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1999

SIGNED AND AGREED ON  
BEHALF OF THE RENFREW  
COUNTY DISTRICT  
SCHOOL BOARD

SIGNED AND AGREED ON  
BEHALF OF THE ELEMENTARY  
TEACHERS' FEDERATION  
RENFREW DISTRICT EDUCATIONAL  
ASSISTANTS' LOCAL

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MEMORANDUM OF AGREEMENT  
INTERPRETATION OF CLAUSES 15.02 (b) AND 16.11 (f).

The provisions of Clauses 15.02 (b) and 16.11 (f), when taken in conjunction, may be the subject of differing interpretations when applications by current employees and persons with recall rights are received for a position.

Accordingly, the Board and the Elementary Teachers' Federation of Ontario, Renfrew District, Educational Assistants' Local agree to the following:

1.     (a)     When the applications for a position posted in accordance with Clause 15.01 include only persons with rights under Clause 15.02 (b), the selection shall be in strict accordance with Clause 15.02 (b).
  - (b)     When the applications for a position in accordance with Clause 15.01 include only persons with rights under Clause 16.11 (f), the selection shall be in strict accordance with Clause 16.11 (f).
  - (c)     When the applications for a position posted in accordance with Clause 15.01 includes persons with rights under Clause 15.02 (b) and persons with rights under Clause 16.11 (f),. The selection shall be with both groups of applicants being considered simultaneously and the applicant most qualified for the position, taking into account specific education or other skills required, shall be selected. Where two or more applicants are considered to be equally qualified, the applicant with the greatest seniority shall be selected.
2.     This Memorandum of Agreement forms part of the Collective Agreement.

DATED AT PEMBROKE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1999

SIGNED AND AGREED ON  
BEHALF OF THE RENFREW  
COUNTY DISTRICT  
SCHOOL BOARD

SIGNED AND AGREED ON  
BEHALF OF THE ELEMENTARY  
TEACHERS' FEDERATION  
RENFREW DISTRICT EDUCATIONAL  
ASSISTANTS' LOCAL

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LETTER OF UNDERSTANDING  
REGARDING MEDICAL AND PHYSICAL PROCEDURES FOR PUPILS

The Board undertakes to review the policy concerning medical and physical procedure for pupils. In reviewing the policy, the Board shall consult with representatives of the Local.

An employee providing medical procedures or administering medication in performing their duties shall do so in accordance with Board policy. An employee assigned to provide medical procedures such as clean intermittent catheterization shall have received certified training through the Board's training program. The Board shall adequately insure employees against claims made against them arising from the performance of their duties in the administration of medication or the provision of their duties in the administration of medication or the provision of medical procedures in accordance with Board policy.

It shall not be part of the duties and responsibilities of a Member to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

DATED AT PEMBROKE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200

SIGNED AND AGREED ON  
BEHALF OF THE RENFREW  
COUNTY DISTRICT  
SCHOOL BOARD

SIGNED AND AGREED ON  
BEHALF OF THE ELEMENTARY  
TEACHERS' FEDERATION  
RENFREW DISTRICT EDUCATIONAL  
ASSISTANTS' LOCAL

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EMPLOYMENT INSURANCE SEB PLAN  
EDUCATIONAL ASSISTANTS

1. The objective is to supplement the employment insurance benefits received by workers for temporary unemployment caused by maternity or adoption.
2. The following group of employees are covered by the Plan: employees of the Board under the Collective Agreement, under the provisions of the Ontario Labour Relations Act, between the board and the Elementary Teachers' Federation of Ontario, Renfrew District, Educational Assistants' Local.
3. The other requirements imposed by the employer for the receipt or the non-receipt of the SEB are: a pregnancy or adoption qualifying for parental leave under the Ontario Employment Standards Act.
4. Employees must apply for employment insurance benefits before SEB becomes applicable.
5. Employees disentitled or disqualified from receiving EI benefits are not eligible for SEB. Payment of SEB is permitted for a period during which the employee is not in receipt of EI, if the only reasons for non-receipt is the employee is serving the EI waiting period.
6. Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
7. The benefit level paid under this plan is set at 100 percent of the EI benefit the employee will be entitled to. It is understood that in any week, the total amount of SEB, employment insurance gross benefits and other earnings received by the employees will not exceed 95 percent of the employee's normal weekly earnings.
8. The maximum number of weeks for which SEB is payable is the lesser of 2 weeks and the EI waiting period.
9. The duration of the Plan is for the term of the Collective Agreement.
10. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
11. The Plan is financed from the employer's general revenues. A separate payroll record will be maintained for all SEB Plan payments.
12. The employer will inform Human Resources Development Canada Employment Centre of any changes to the Plan within thirty (30) days of the effective date of the change.
13. The employee must provide the employer with the proof that he/she is getting EI benefits or that he/she is not getting benefits for reasons specified in the Plan.

14. The employer will use the Employment and Immigration Canada SEB Report (EMP2719) to verify the employee's receipt or non-receipt of EI benefit. The employer's Revenue Canada Taxation registration number is 10788 6046 RP0001.
15. Signature of responsible Parties.

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Superintendent of Business /Human Resources

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President, Educational Assistants' Local