

AGREEMENT

BETWEEN

RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

**ELEMENTARY TEACHERS' FEDERATION
OF ONTARIO, RENFREW DISTRICT,
EDUCATIONAL SUPPORT PERSONNEL LOCAL**

FOR THE PERIOD

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

12935 (04)

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| PURPOSE | 1 3 |
| RECOGNITION | 2 3 |
| DEFINITIONS | 3 3 |
| EFFECTIVE PERIOD AND RENEWAL | 4 4 |
| RIGHTS AND RESPONSIBILITIES | 5 4 |
| CHECK-OFF | 6 5 |
| GRIEVANCE AND ARBITRATION PROCEDURES | 7 5 |
| REPRESENTATION | 8 6 |
| CLASSIFICATION | 9 7 |
| SALARY | 10 8 |
| BENEFITS | 11 9 |
| PENSION PLAN | 12 10 |
| STATUTORY HOLIDAYS AND VACATIONS | 13 10 |
| HOURS OF WORK | 14 11 |
| VACANCIES AND TRANSFERS | 15 12 |
| SENIORITY AND LAY-OFF | 16 13 |
| JOB SHARING | 17 18 |
| SICK LEAVE | 18 18 |
| SPECIAL LEAVE | 19 19 |
| BEREAVEMENT LEAVE | 20 20 |
| COURT APPEARANCES | 21 21 |
| PREGNANCY AND PARENTAL LEAVE | 22 21 |
| LEAVE OF ABSENCE WITHOUT PAY | 23 23 |
| RETIREMENT GRATUITY | 24 23 |
| WORKING CONDITIONS | 25 24 |
| EVALUATION | 26 25 |
| PERSONNEL FILES | 27 25 |
| JUST CAUSE | 28 26 |
| PRINTING OF COLLECTIVE AGREEMENT | 29 26 |
| TECHNOLOGICAL AND OTHER CHANGES | 30 26 |
| X OVER Y PLAN | 31 27 |
| SIGNATURES | 30 30 |
| APPENDIX A | 31 31 |
| APPENDIX B | 32 32 |
| MEMORANDUM OF AGREEMENT | |
| • Kindergarten Student Assignment | 33 33 |
| LETTER OF UNDERSTANDING | |
| • Catheterization | 34 34 |
| • Special Leave Guidelines | 35 35 |
| • Supervision Funding | 36 36 |

COLLECTIVE AGREEMENT

Renfrew County District School Board
AND

The Elementary Teachers' Federation of Ontario (ETFO), Renfrew District, Educational Support Personnel Local
September 1, 2008 to August 31, 2012

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** Educational **Assistants**, Communicative Disorders Assistants, **Library** 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 Support **Personnel** means Educational Assistant, Communicative Disorders Assistant, Library 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 **Support** Personnel.
- 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 Support Personnel **Local**.
- 3.06 Member means a Member of the ETFO Renfrew **District** Educational Support Personnel Local employed by the Board as an Educational Assistant, **Communicative** Disorders Assistant, **Library** Assistant, or **Supervisory** 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 15th 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 (1st) 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 (9th) consecutive day shall be paid retroactively to the first (1st) 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 have effect from September 1, 2008 and shall continue to operate until August 31, 2012, and shall continue automatically thereafter for annual periods of one (1) 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 Support Personnel 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 in the lawful 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. Unless otherwise agreed by the Board and Union, the Board shall provide the requested data within ten (10) school days if available.
- 5.05 **Legal Liability:**
For employees having any legal proceeding brought against them for libel or slander in respect of any statements relating to the employment, suspension or dismissal of any person by the Board, published at a meeting of the Board or a committee thereof, or for assault in respect of disciplinary action taken in the course of duty, the Board

shall pay the legal costs of any part thereof incurred by such employees in successfully defending such legal proceedings referred to above, if found guilty, the employee shall bear said legal expenses.

- 5.06 The Board shall provide to the Local the Agenda for any Board meeting two (2) days prior to the meeting, The Board shall post minutes of Board meetings on the Board's website.

ARTICLE VI - CHECK-OFF

- 6.01 All temporary and permanent Educational Support Personnet 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 and the Local levy as approved by the Membership, as denned In Section 47 of the Labour Retations Ad, 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 Local levy 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 levies as determined by the Members by the Local at an Annual General Meeting.
- 6.05 Levies 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 and levies 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 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 or designate. The Superintendent of Business 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 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.

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 deemed 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 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 (½) 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.

E 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 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 sixty (60) days in any school year or alternately up to a maximum of sixty (60) days in any school year that the President takes leave pursuant to Article 8.07, 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,
- 8.07 Union Local President:
The President of the Local shall be entitled to leave, up to one-half time with pay for Union duties. The conditions applicable are:
(a) The Union shall reimburse the Board for the actual salary and benefit costs of the President.
(b) The time spent on such leave shall be considered for experience and seniority purposes,
(c) Subject to Article XVI, the President shall retain the right to return to the same position from which the leave was granted or to another position by mutual agreement between the President and the Board.
(d) The President's sick leave account shall be credited and deducted with sick leave as if the President were at work,

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.

Communicative Disorders Assistant

Same as Educational Assistant except the program relevant to the position is a recognized Communicative Disorders Assistant Program,

Library Assistant

Same as Educational Assistant except the program relevant to the position is a Library Technician Diploma or equivalent with proficiency in computer skills (particularly internet search functions, word processing, excel, and desk top publishing).

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 XVI. 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) Educational Assistants, Library Assistants, and Supervisory Assistants.

Effective September 1, 2008

| YEARS | A | B | C | D |
|-------|-------|-------|-------|-------|
| 0 | 13.44 | 16.18 | 17.91 | 21.02 |
| 1 | 14.07 | 16.61 | 18.47 | 21.97 |
| 2 | 14.55 | 16.87 | 19.06 | 22.75 |
| 3 | 15.13 | 17.23 | 19.60 | 23.60 |
| 4 | 15.72 | 17.47 | 20.18 | 24.51 |

Effective September 1, 2009

| YEARS | A | B | C | D |
|-------|-------|-------|-------|-------|
| 0 | 13.84 | 16.67 | 18.45 | 21.65 |
| 1 | 14.49 | 17.11 | 19.02 | 22.63 |
| 2 | 14.99 | 17.38 | 19.63 | 23.43 |
| 3 | 15.58 | 17.75 | 20.19 | 24.31 |
| 4 | 16.19 | 17.99 | 20.79 | 25.25 |

Effective September 1, 2010

| YEARS | A | B | C | D |
|-------|-------|-------|-------|-------|
| 0 | 14.26 | 17.17 | 19.00 | 22.30 |
| 1 | 14.93 | 17.62 | 19.59 | 23.31 |
| 2 | 15.44 | 17.90 | 20.22 | 24.13 |
| 3 | 16.05 | 18.28 | 20.80 | 25.04 |
| 4 | 16.68 | 18.53 | 21.41 | 26.01 |

Effective September 1, 2011

| YEARS | A | B | C | D |
|-------|-------|-------|-------|-------|
| 0 | 14.69 | 17.69 | 19.57 | 22.97 |
| 1 | 15.38 | 18.15 | 20.18 | 24.01 |
| 2 | 15.90 | 18.44 | 20.83 | 24.85 |
| 3 | 16.53 | 18.83 | 21.42 | 25.79 |
| 4 | 17.18 | 19.09 | 22.05 | 26.79 |

- 10.01 (b) Communicative Disorders Assistant employees shall be paid the following rates:

Effective September 1, 2008

| YEARS | |
|-------|-------|
| 0 | 29.32 |
| 1 | 29.94 |
| 2 | 30.63 |
| 3 | 31.29 |
| 4 | 31.91 |

Effective September 1, 2009

| YEARS | |
|-------|-------|
| 0 | 30.20 |
| 1 | 30.84 |
| 2 | 31.55 |
| 3 | 32.23 |
| 4 | 32.87 |

Effective September 1, 2010

| YEARS | |
|-------|-------|
| 0 | 31.11 |
| 1 | 31.77 |
| 2 | 32.50 |
| 3 | 33.20 |
| 4 | 33.86 |

Effective September 1, 2011

| YEARS | |
|-------|-------|
| 0 | 32.04 |
| 1 | 32.72 |
| 2 | 33.48 |
| 3 | 34.20 |
| 4 | 34.88 |

- 10.02 All newly hired employees, other than temporary or casual employees, shall be subject to a probationary period of six (6) months.
- 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 to the maximum experience allowed.
- 10.04 (a) Where applicable, annual increments shall be paid to employees.
- (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,
- 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
- fa) Educational Support Personnel 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 Support Personnel assigned to special education must apply in writing to the Administrator of Special Education and the Local President to request a review for deemed qualification status.
 - (ii) The Educational Support Personnel assigned to positions other than special education must apply in writing to the Superintendent of Human Resources and the Local President to request a review for deemed qualification status,
 - (iii) The Educational Support Personnel must have worked in the current position or a position with the same qualification requirements in any four (4) years out of six (6) years (e.g. worked with student(s) identified as having developmental disabilities), The Educational Support Personnel must also have in her/his possession two (2) positive Performance Appraisals in that position. The first (1st) performance appraisal shall represent the first (1st) year in an assignment, The second (2nd) performance appraisal shall be completed prior to the end of the fourth (4th) year of the assignment for which a deemed qualifications is being requested.
 - (iv) Following the request a committee comprised of one (1) 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 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 first of the month following the date of ratification, the cost of premiums for \$50,000 Accidental Death and Dismemberment 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.
- (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 \$25,000 and \$200,000 in increments of \$25,000. 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.

Vision Care is included in the supplementary medical and semi-private hospital coverage and provides a maximum of \$200 every 24 months (\$250 effective 60 days following ratification and \$275 effective September 1, 2006) for each Member, 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. 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) to the Local. 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 within two (2) months of the ratification of the Collective Agreement.
- 11.05 (a) 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.
- (b) Notwithstanding 11.05 (a) for employees who retire from the Board prior to age 65 and after January 1st, 2006, retiree benefits shall not be included in the active employee benefit pool, and the premium costs for that retiree group shall be based on the rating for that group,

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;
 - Family 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 as of the following July 31st</u> | <u>Vacation Pay</u> |
|---|---------------------|
| Less than 3 years | 4.0% |
| 3 years and over, but less than 10 years | 6.0% |
| 10 years and over, but less than 15 years | 8.0% |
| 15 years and over, but less than 20 years | 8.8% |
| 20 years and over | 10.0% |
| 30 years and over | 12.0% |

(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, Library 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. Library 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, Communicative Disorders Assistants, Library Assistants, and Supervisory 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 of 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.
- (iv) In reviewing applications, the Board shall review the employee's profile,
- (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) A notice of vacancy shall be posted internally for at least 5 days and may be posted concurrently externally at the same time.
- (b) Subject to qualifications, skills and/or 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)
- (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 Human Resources, the Administrator of Special Education and the Local President, in writing as early in the year as possible and no later than March 31st, indicating their school or area of preference,
- (h) As openings occur, applications of employees requesting transfer will be considered. Transfers up to September 30th will be processed in order by seniority as vacancies occur. Postings for vacant positions shall not occur until transfer requests are considered,

- (l) 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;
 - (iii) an employee who is the successful applicant for a posted position who is moving to a new position during the school year will be permitted up to one school day prior to moving to the new position to meet with the employee being replaced and to observe the student, if available, to ensure a successful transition to the new position,
- (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 fail 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 of the 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, subject to qualifications, skills and/or experiences. Employees applying to such positions shall be considered in the following order: Recall of laid off Member(s), part-time permanent employee(s), probationary employee(s), temporary employee(s). It is understood that employees filling such positions shall only be allowed to increase current working entitlements. Should the Board be unable to fill such vacancy through the above process, the position shall be filled 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 periods 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, 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. Educational Assistant;
 2. Supervisory Assistant.
- 16.04 (a) The Board shall publish the Seniority **Lists** of Clause 16.03 by **April 30th** 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 in writing, 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 **list** 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) 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 16.06 (a) and 16.07 shall apply. The employee may choose to exercise rights under Clauses 16.08 or 16.09 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 16.06 (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 16.06 (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 16.07 (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).
- 16.07 (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 16.06 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 (8) or more years of service. | Forty (40) days; |
- (b) In Clause 16.07 (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.
- 16.08 (a) An employee who is provided with notice of lay-off in accordance with Clauses 16.06 and 16.07 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 16.10 and the provisions of Clause 16.10 shall apply.

- (b) For employees placed on a recall list by operation of Clause 16.08 (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 16.08 (a) shall be given notice that Clause 16.09 procedures have commenced at the same time as notice is given under 16.06 (d).
- (d) An employee covered by Clause 16.08 (a) shall be removed from the recall list if that employee successfully displaces another employee under the process of Clause 16.09.

16.09 An employee who is provided with notice of lay-off (in accordance with 16.06 and 16.07) 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 16.08 (a) may also choose to bump another employee, This is subject to the following conditions.

- (a)
 - (i) Notwithstanding (a) (i), should an employee who is provided with notice of layoff (in accordance with 16.06 and 16.07) with an effective date which is after the end of the school year and on or before September 30th 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 16.08 or 16.09 as the case may be or the employee may choose to accept a reduction in hours
 - (ii) 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 XVI within that Developmental Unit by displacing (bumping) the least senior Member in the first instance and then follow the process under (a) (iv).
 - (iii) In the event of a lay-off of employees becoming necessary during the school year, following September 30th, 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 16.09 (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 16.09 (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 16.09 (a)(ii) and (a) (iv) 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 16.06 (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 16.06 or Clause 16.08 (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 16.09 (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 16.06 (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 before the end **of** the **first** week of June by representatives of the Board and the Union who **will make a decision** based on the **information** provided under Article 16.06 (e) **and** such decision **will** be final,
- 16.10 (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,
 - (h) Severance Pay
On August 31st, any Member covered by **this** Agreement who **has** employment **terminated** because of redundancy may choose to receive **a** severance **allowance** in accordance with the Employment Standards Act.
- 16.11 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.
- 16.12 Principals shall be provided with **a** supply **list of interested** part-time employees and employees with recall rights by September 15th each year and updated **by** January 15th 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 (2) 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 (1) 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 30th 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 30th 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 (2) employees held upon entering the job sharing are not available, at the end of the job sharing, the provisions of Article XVI 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/or medical and dental appointments 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 1st. 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 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. Such request shall be made in writing.
- (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 (e) (i) 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.
- (ii) Maximum of three (3) days for deployment of spouse (for six [6] months or more) where spouse is deployed to an active war zone.
- (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, foster child, person living within household for whom the employee has responsibility or adult child where the employee takes on minor caregiving 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 fifteen (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 employee's 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.

19.03 Family Medical Leave

- (a) "Family Medical Leave" means an unpaid leave taken for the purposes of caring for, or supporting, a family member who **is** gravely ill with a significant risk of death within twenty-six (26) weeks. The leave may be taken for up to a maximum of eight (8) weeks,
- (b) An employee on Family Medical Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the Member been actively employed, including, but not limited to:
 - (i) accumulation of credit for sick leave, seniority and experience
 - (ii) employee benefits
- (c) An employee who intends to take Family Medical Leave shall notify the employer of the dates on which the Member intends to leave and return to active employment.
- (d) The employee will provide to the employer a medical certificate indicating that a member of the family **is** gravely ill with a significant risk of death within twenty-six (26) weeks and the relationship to the employee.
- (e) For the purposes of this Article, "family **is** defined as follows:
 - (i) the employee's spouse;
 - (ii) a parent, step-parent or foster parent of the employee;
 - (iii) a child, stepchild or foster child of the employee or the employee's spouse.
- (f) An employee returning from Family Medical Leave shall be assigned the same assignment that the employee would have had if he/she had not taken the leave.

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, stepchild, 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 (3) 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 Human Resources or designate.

ARTICLE XXI - COURT APPEARANCES
ITEMS NOT CHARGEABLE TO SICK LEAVE ACCOUNT

- 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.
- 21 05 Inclement Weather
Subject to the approval of the Superintendent of Human Resources, or designate within the Board Office, when extreme weather conditions prevent a Member from travelling from his/her principal residence to his/her work place, there shall be no loss in salary under this Agreement. On return to work, the Member will submit an Application for Leave Form to the Superintendent of Human Resources, or designate within the Board Office, detailing the reasons for the absence

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 (35) weeks after the child comes into the custody and control of the adopting employee for the first time.
- (iv) Extended Parental Leave
An Extended Parental Leave (including adoption leave) is granted to a pregnant employee and is for a period not to exceed two (2) years, including the statutory portion of the leave. 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. 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 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 XI), work experience for grid placement (Article X) 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 XI) 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 data 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

- (i) A **Pregnancy/Parental Leave SEB Plan** shall provide for payment of the **first** two (2) weeks of **Pregnancy/Parental Leave** at the normal Employment Insurance rate for each eligible Member.
- (ii) For the **six (6)** week period immediately following the birth of her child, the Board shall **top-up** benefits as a supplement to the Member's Employment Insurance pregnancy benefit entitlement, without the requirement to submit medical proof of illness. The amount of the **top-up** shall be equal to the difference between the amount of the Member's Employment Insurance pregnancy benefits, (which is acknowledged to be during the Member's two week waiting period if it occurs during this period) and **ninety-five (95)** percent of the Member's regular weekly earnings. For the purpose of the Article, the Member's regular weekly earnings shall be determined by dividing the annual **gross** salary by **fifty-two (52)**.
- (iii) If the Member is not entitled to pregnancy Employment Insurance benefits for the **full six (6)** week period immediately following the birth of her child, the **top-up** benefit payments are only required from the **Board** for any period corresponding with the payment of Employment Insurance pregnancy benefits. **This** provision shall be implemented as soon as **feasible** after approval by the employment Insurance Commission.

ARTICLE XXIII - LEAVE (BSEI) U PAY

23.01 fa) A Member may be granted a leave of absence without pay, provided he/she makes a written request prior to March 1st for leave of absence beginning at anytime during the following school year. Intentions to return from leave of absence must be made prior to March 1st for return from leave of absence effective at any time during the following school year. All requests for leave of absence or notification of return from leave of absence are to be submitted to the Superintendent of Human Resources. The Member upon return shall be guaranteed a position in the family of schools from which the leave was granted. The Member shall continue to accumulate seniority for the period of leave,

In extenuating circumstances the Board may waive the March 1st date for either requesting a leave or for indicating a return from leave.

(b) Employees on leave of absence may elect to pay full benefit premiums to keep their coverage in effect.

23.02 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 XII;
- (e) **the** employee **has** completed forty **(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 best 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 **five** 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 kilometre /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 In-service programmes on a voluntary basis subject to

the availability of space

- 25.05 insurance Protection
No employee is required to transport students.
- 25.06 Criminal Background Checks
(i) The Board shall collect and manage personal documents and information including criminal background checks, in a secure manner that provides for confidentiality and privacy for employees.
(ii) Any action taken by the Board affecting an employee that is related to the Criminal Background Check or the Offence Declaration required by the Regulation shall be in accordance with the Ontario Human Rights Code and the Agreement and may be the subject of a grievance.
- 25.07 Liability Insurance
The employer will maintain liability insurance for its employees while acting in the course of performing his/her duties, and make available upon request, the relevant portions of the insurance which provide for such protection,
- 25.08 Medical & Physical Procedures for Pupils
(a) 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 medical procedures in accordance with Board policy,
(b) 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.
- 25.09 The Letter of Employment shall be issued to each Member within fifteen (15) calendar days of the bumping process in June. The Letter shall clearly indicate that the Member is required to perform only the work listed with the job description.

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, or Special Education Administrator 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, a Member shall be entitled to:
(i) request correction of the personal information if the Member believes there is an error or omission;
(ii) require that a statement of disagreement be attached to the information reflecting any correction that was requested but not made; and
(iii) require that any person or body to whom the personal information has been disclosed within the year before the time a correction is requested or a statement of disagreement is required be notified of the correction or statement of disagreement.
- 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 or Protection of Privacy Act.

27.06 Documents Respecting Performance or Conduct

Copies of any document respecting the performance or conduct of a Member shall be given to the Member within five (5) calendar days of the writing of such document and at least five (5) school days prior to the document being filed.

27.07 Signature Not Approval

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.

27.08 Adverse Reports

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 twenty-four (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.

27.09 The Board shall keep any medical information pertaining to an employee in a separate folder which shall be held in a secure manner.

ARTICLE XXVIII - 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 seven (7) 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 employee 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. The current Agreement shall be placed on the Board's website.

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

XVI.

- (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 four percent **(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 (3) 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 Ute 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 (6) 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 Administering 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 (3) persons:
 - One (1) Representative of the Local
 - One (1) Board Member
 - One (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.
- (b) (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.
- (b) (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.
- (c) (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, Ontario this 30th day of June, 2009.

Signed and agreed on behalf of the
Renfrew County District School Board

Therese Beatty
John Jones
John Jones
John Jones
John Jones

Signed and agreed on behalf of the
Elementary Teachers' Federation of Ontario,
Renfrew District, Educational Support Personnel Local

Suzanne Kelly
William Martin
Edythe Elmore
Wendy Sullivan
Wendy Sullivan

APPENDIX A

**MUTUAL EXCHANGE OF ASSIGNMENT FORM
TO BE EFFECTIVE: _____**

Instructions: Both Education Assistants must complete and sign one form. The completed form must be forwarded to the Administrator of Special Education,

Parties Involved

| 1 | 2 |
|---|---|
| Name : | Name: |
| Present Assignment (i.e. Student or Program): | Present Assignment (i.e. Student or Program): |
| Location: | Location: |

Reason for the Exchange

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Qualifications, Skills and/or Experience of Parties Involved

| |
|-------|
| _____ |
| _____ |

It is understood that:

- 1. No increase/decrease in hours has occurred as a result of this permanent change,
- 2. No change to the Seniority List will occur as a result of this permanent change.
- 3. Discussions have taken place with the Special Education Department previous to the signing of this agreement
- 4. Subject to Article 15.06 of the Collective Agreement.

Signatures of Exchange Parties

| | |
|-------|-------|
| _____ | _____ |
| Date: | Date: |

Approved by Administrator of Special Education _____

Copies to: Superintendent, Human Resources
Education Assistant Union President
School Principals

APPENDIX B

BENEFIT CHANGES

Paramedical

Based on ~~no~~ co-insurance:

- (i) Podiatrist to a maximum of \$400 per year
- (ii) Physiotherapist/athletic to a maximum of \$750 per year
- (iii) Speech Therapist to a maximum of \$400 per year
- (iv) Chiropractor to a maximum of \$400 per year
- (v) Osteopath to a maximum of \$400 per year
- (vi) Chiropodist to a maximum of \$400 per year
- (vii) Nutritional counselling to a maximum of \$400 per year
- (viii) Naturopath to a maximum of \$400 per year
- The combined maximum for practitioners in (i) through (viii) of \$1,500 per year
- (ix) Massage Therapist to a maximum of \$400 per year
- (x) Psychologist to a maximum of \$400 per year

Dental Plan

The cost of premiums for Ontario Blue ~~Cross~~ Plan #9 (with bitewings every 18 months for adults, every 12 months if under 18 years of age and ~~recalls~~ every 9 months for adults and every 6 months if under 18 years of age; rider 2 (Dentures) based on 50/50 co-insurance with a \$2,000 per lifetime maximum; rider 4 (major restorative based on 50/50 co-insurance with a \$2,000 per year maximum; and orthodontics based on 50/50 co-insurance with a \$3,000 per lifetime maximum) or equivalent.

MEMORANDUM OF AGREEMENT
BETWEEN
THE RENFREW COUNTY DISTRICT SCHOOL BOARD
AND
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
EDUCATIONAL ASSISTANTS' LOCAL

**RE: INCREASE IN TOTAL HOURS OF A POSITION FOR
KINDERGARTEN STUDENT ASSIGNMENT**

The Board and the Union, on a without prejudice or precedent basis, mutually agree to the following application of Clause 16.07 (a) when a kindergarten student requires an increase in Educational Assistant support from part-time to more than part-time from one school year to the next school year.

1. That the employee assigned to the part-time position be provided notice of lay-off in accordance with Clauses 16.07 and 16.08. The employee may choose to exercise rights under Clause 16.10 (bumping).
2. That the position that has been increased from part-time to more than part-time be posted as one complete assignment for the following year subject to rights under Clause 16.10 (bumping).

Therefore, the employee holding the part-time assignment is not entitled to a part of the new increased assignment and must exercise his/her bumping rights under Clause 16.10.

For the Board,

Margaret Karing
Korun Hazekus
R. Kuehl

For the Union,

Don Kuehl
Suzanne Pellier

LETTER OF UNDERSTANDING

CATHETERIZATION

The Board's expectation **is** that the student will self-administer catheterization. If a student cannot **self-administer a catheter**, the **Board will** request confirmation of this **fact** from **CHEO**. After the required training, and with **the exception of a situation in which a student cannot self-administer a catheter**, the **Board's expectation is that the role of the trained Educational Assistant is to provide supervision and assistance, if necessary, to the student who is self-administering the catheter**. After **the required training**, the Board's expectation **is** that the **role of the trained Educational Assistant is to catheterize a student who cannot self-administer a catheter**.

Signed this **23** day of **May** 2006.

Signed and Agreed on behalf
of the Renfrew **County** District
School Board

Merjorie Koenig
Thomas H. Schmalzer
R. Kuehl

Signed and **Agreed** on behalf
of the Elementary Teachers'
federation, Renfrew District Educational
Assistants' **Local**

Don Kuehl
Suzanne Bellamy

**LETTER OF UNDERSTANDING
Special Leave Guidelines**

The parties agree to establish a Joint Committee comprised of three (3) representatives of each party to review **the reasons** for granting special leave under Clause 19.01 and harmonize the language to current procedures.

The Committee shall conclude **its discussions** and make recommendations no later than June 30, 2009.

Dated at Pembroke, Ontario this ^{21st} day of June, 2009 .

Signed and agreed on behalf of the
Renfrew County District School Board

Signed and agreed on behalf of the
Elementary Teachers' Federation of Ontario,
Renfrew **District, Educational** Support Personnel Local

Leslie D. ...

...

...

...

Suzanne ...

...

Wendy Sullivan

Branda ...

**LETTER OF UNDERSTANDING
Supervision Funding**

As stated in Ministry Memorandum 2008;B10 Appendix 1 – Elementary Supervision, the parties acknowledge the government's intention, conditional upon approval by the Lieutenant Governor in Council, to introduce a new allocation in the GSN pupil foundation grant starting in 2008-09, to enhance funding for student supervision in elementary schools as follows:

- \$22.23 per elementary pupil in 2008-09;
- \$26.61 per elementary pupil in 2009-2010;
- \$26.88 per elementary pupil in 2010-2011;
- \$20.06 per elementary pupil in 2011-12.

The Ministry Memorandum 2008;B10 Appendix 12- Educational Assistants recognizes increased funding in years 2011-12 and 2012-13 to increase hours of work and additional Members.

Providing the funding is provided by the Ministry of Education, the Board agrees to apply the enhanced funding, up to the value of the Board's share, as follows:

(a) For 2008/09:

- Effective January 5, 2009 and for the remainder of the 2008-09 school year, increase each Educational Assistant employed on a 6.5 hour/day basis or on a 6.0 hour/day basis by one additional half hour per day; this increase shall not invoke the bumping process under Article 16 for the 2008-09 school year
- The increased hours of work for the Members identified in (a) shall remain in place for 2009-10, 2010-11 and 2011-12 up to the value of the Board's share of funding. It is understood that the Local's proportionate share of the enhancement for Professional Development and Training shall be retained by the Board to fund the increased hours of work.

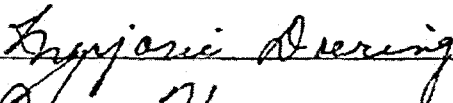

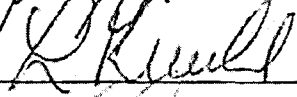
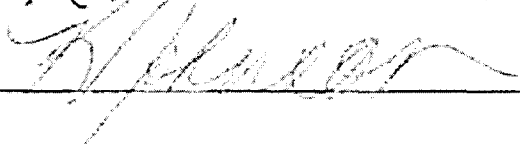
(b) Any additional funding resulting from Appendix 1 and Appendix 12 beyond that required to fund (a) above in years 2009-10, 2010-11, 2011-12 school years, shall be used to increase the hours of work for Educational Assistants, employed by the Board on a less than (7) seven hours/day basis.

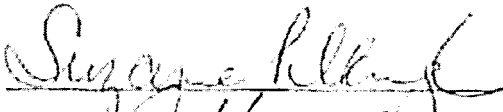
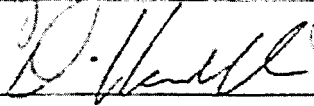
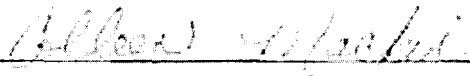
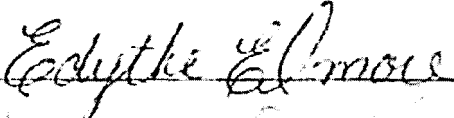


The Board shall share the financial analysis and calculations of this allocation with the Local,

Dated at Pembroke, Ontario this 22nd day of June, 2009 .

Signed and agreed on behalf of the
Renfrew County District School Board

Signed and agreed on behalf of the
Elementary Teachers' Federation of Ontario.
Renfrew District, Educational Support Personnel Local

**Letter of Understanding
between
The Renfrew County District School Board
and
Elementary Teachers' Federation of Ontario,
Renfrew District, Educational Support Personnel Local**

1. Professional Development and Training

- (a) The Ministry of Education intends to provide a one-time \$17 million funding to enhance professional development and training opportunities for education support workers. The Local's proportional share of this funding shall be the Local's F.T.E. to the total F.T.E. of the Board's unionized and non-unionized support workers as reported in the Board's 2006-07 Financial Statements.

The Board shall share the financial analysis and calculations of this allocation with the Local.

The Board will transfer the Local's proportionate share of this enhancement to fund the increased hours of work for Educational Assistant's under a Letter of Understanding - Supervision. It is understood that the total turned over to the Local shall not exceed the Local's proportionate share of the fund provided by the Ministry of Education. The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

- (b) The parties shall establish a Joint Committee (comprised of three [3] representatives from the Local and three [3] representatives from the Board) to provide the Local with opportunities to provide input into professional development and training. The parties shall explore the feasibility of planning one Professional Activity Day starting in 2011-12 for Educational Assistants to meet with peers as part of a Professional Learning Community.

2. Benefits

- (a) The parties have noted the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional provincial annual enhancement of \$33.1 million Effective in 2010-11, to enhance group benefits and other working conditions for the Bargaining Unit Members to be locally negotiated for implementation by September 1, 2010.
- (b) The Local's share of the Board's allocation shall be the ratio of Local's F.T.E. of employees eligible for benefits compared to the total F.T.E. of unionised and non-unionized employees as reported in the 2008-09 Financial Statements. In determining the ratio, occasional teachers shall be excluded.
- (c) The Board shall share the financial analysis and calculations of this allocation with the Local.
- (d) Upon written request, the Board shall provide the Local with the reasonable disclosure to inform decision making on this matter. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process.

3. Working Days and Hours of Work

- (a) The minimum of **working** days per school year for the Local will be one hundred ninety-four (194) **days** in each **year** of the Agreement.
- (b) Effective for the 2011-12 school year, the Ministry of Education intends to provide additional funding for Educational Assistants. The Board agrees to share the financial analysis and calculations of this allocation with the Local. The funds shall be used to increase the number of hours worked by Educational Assistants up to seven (7) hours per day, up to the value of the Board's share of the funds available to the Board under this enhancement. The use of the incremental hours for Educational Assistants funded above must include scheduled supervision of students and after-school homework support. Nothing in this provision shall prevent the Board from maintaining existing homework support programs operated by volunteers.

Principals have the flexibility to assign these hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school, and the transparency for Education Assistants' working conditions.

Dated at Pembroke, Ontario this 5th day of December, 2008

On behalf of the Renfrew County
District School Board

On behalf of Elementary Teachers'
Federation of Ontario, Renfrew
District, Educational Support
Personnel Local

