

**Collective Agreement**

**between**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the O.S.S.T.F.)**

**Representing**

**Office, Clerical, Technical Workers & Educational Assistants  
of District 8, of the Ontario Secondary School Teachers'  
Federation  
Employed by the Board  
(hereinafter called the "Bargaining Unit")**

**And**

**The Avon Maitland District School Board  
(hereinafter called the "Board")**

**Effective July 1, 2000 to August 31, 2002**

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**Article 1      Definitions**

For the purpose of interpreting the language of this Collective Agreement the following definitions shall be used:

- 1.01    **Agreement** shall mean this Collective Agreement.
- 1.02    **Bargaining Unit** shall mean the Office, Clerical, Technical and Educational Assistant Unit, Ontario Secondary School Teachers’ Federation (OSSTF), District 8, Avon Maitland.
- 1.03    **Board** shall mean the Avon Maitland District School Board.
- 1.04    **Director** shall mean the Director of Education for the Board.
- 1.05    **Member** shall mean an employee of the Board within the Bargaining Unit.
- 1.06    **OSSTF** shall mean the Ontario Secondary School Teachers’ Federation.
- 1.07    **Parties** shall mean the Board and the Union.
- 1.08    **Permanent** Member shall mean an employee regularly employed by the Board within the Bargaining Unit in a permanent part-time or full-time position both during and on completion of their probationary period.
- 1.09    **Supervisor** shall mean the school principal for Members in school-based job classifications.
- 1.10    **Union** shall mean the Ontario Secondary School Teachers’ Federation.
- 1.11    Replacement Member shall mean a Member who is hired to replace a permanent Member who is absent from the Member’s regular duties of work for reasons including vacations, sickness, floater holidays, secondments, leaves of absence and time off in lieu of time worked, or for filling a vacancy temporarily pending the completion of the job posting procedures.
- 1.12    Temporary Member shall mean a Member who is hired for a special non-recurring task for a period of up to six (6) months, or to fill a permanent educational assistant position that occurs during the school year because there is an external student admission, or due to a newly identified need. Temporary positions may be extended by mutual written agreement of the Parties. The Board agrees to notify the Union in writing of the name of the temporary Member, the expected term of employment, the work site and the position.
- 1.13    The following articles apply to temporary and replacement Members, with specific exceptions and/or exclusions provided for in specific articles:

Definitions	Duration
Purpose	Recognition and Scope
Union Membership and Union Dues	Union Rights
Management Rights	Labour-Management Committee
Grievance and Arbitration Procedures	Job Posting
Transfers	Hours of Work

Overtime  
 No Discrimination  
 Personnel File  
 Collective Agreement  
 Wages and Allowances  
 Bereavement Leave  
 Recognized Paid Holidays  
 Adoption/Parental Leave  
 Health & Safety  
 Travel Allowances  
 Professional Development  
 Determination of Staffing Requirements  
 Flex Time  
 WSIB

Just Cause  
 Insurance Coverage  
 No Strike or Lock-Out  
 Union Release  
 Pension Plan  
 Quarantine, Jury Duty  
 Vacations  
 Statutory Parenthood Leaves  
     Retraining and Upgrading  
 Use of Volunteers and Co-op Students  
 Harassment  
 Pay Schedule  
 Contracting Out  
 Special Leave

1.14 Probationary Member shall mean a Member regularly employed by the Board within the Bargaining Unit in a permanent part-time or full-time position who has not acquired seniority as defined in Article 17 of this Agreement.

The following articles apply to probationary Members, with specific exceptions and/or exclusions provided for in specific articles:

Definitions  
 Purpose  
 Union Membership and Union Dues  
 Management Rights  
 Grievance and Arbitration Procedures  
 Transfers  
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 Harassment  
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Duration  
     Recognition and Scope  
 Union Rights  
 Labour-Management Committee  
 Job Posting  
 Hours of Work  
 Probationary Period  
 No Discrimination  
 No Strike or Lock-Out  
 Contracting Out  
 Insured Employee Benefits  
 Insurance Coverage  
 Sick Leave Credit Plan  
 Pay Schedule  
 Quarantine, Jury Duty or Witness Duty  
 Flex Time  
 Union Release  
 Statutory Parenthood Leaves  
     Health & Safety  
     Travel Allowances  
 Professional Development  
 Determination of Staffing Requirements

**Article 2      Purpose**

2.01 It is the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with wages, allowances and related benefits, and to provide a process for the settlement of all matters in dispute between the Union and the Board hereinafter called the Parties.

2.02 It is the expressed desire of the Parties to maintain a harmonious relationship and to recognize the mutual

value of joint discussions and negotiations.

**Article 3      Recognition and Scope**

- 3.01      (a) The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the exclusive bargaining agent authorized to represent and negotiate on behalf of all OCTEA Members employed by the Avon Maitland District School Board.
- (b) This Agreement applies to all who are employed as secretarial, clerical, technical and educational assistant and interpreter employees, save and except supervisor and persons above the rank of supervisor, executive assistants, administrative assistants, human resources department support staff, Secretary to the Operations Manager, continuing education instructors, students employed during the school vacation period who do not perform office, clerical or technical duties, students employed pursuant to a co-operative training program in conjunction with a recognized school, college or university, persons employed in positions funded by government contracts with community partners such as Human Resources Development Canada, persons who work for the Board under a written contract of service with another agency or employer for consulting purposes, and persons covered by subsisting collective agreements.
- 3.02      The Union recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Agreement.
- 3.03      The Board recognizes the right of the OSSTF to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Agreement.
- 3.04      The Board further recognizes the right of OSSTF to represent a Member at any meeting when the conduct or competence of the Member is being questioned.
- 3.05      The Union recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Agreement.
- 3.06      The Union shall notify the Board, in writing, of the following:
- a) the names of its representatives in the Bargaining Unit on the Executive, Collective Bargaining Committee and Grievance Officer,
- b) the address and phone number of its Provincial Office, and
- c) the address and phone number of the Bargaining Unit Office.
- 3.07      Any official correspondence from the Board to the Union or Bargaining Unit shall be sent to the President of the Bargaining Unit at the address of the office of the Bargaining Unit provided in clause 3.06 unless otherwise stated in this agreement.
- 3.08      Any official correspondence from the Union or Bargaining Unit shall be sent to the Director or designate at the Administrative Office of the Board unless otherwise stated in this Agreement.

**Article 4      Union Membership and Union Dues**

- 4.01      All employees covered by this Agreement shall, as a condition of employment, maintain their union membership and be required to pay union dues and other amounts chargeable by the Union or Bargaining Unit.
- 4.02      All future employees of the Board covered by this Agreement shall, as a condition of continued employment, become Members of the Union on commencing employment with the Board.

- 4.03 On each pay date on which a Member receives a pay cheque the Board shall deduct from each Member the Union Dues chargeable by the Union or the Bargaining Unit. The amount (a percentage of wages) shall be determined by the Union, or the Bargaining Unit as the case may be, in accordance with its constitution and by-laws and made, in writing, to the Board at least thirty (30) days prior to the expected date of change.
- 4.04 The Union dues deducted in article 4.03 shall be remitted to the Treasurer of the Ontario Secondary School Teachers' Federation, at the Head Office of the Union, no later than the twenty-fifth (25<sup>th</sup>) day of the month following the month in which the deductions were made. Such remittance shall be accompanied with the following information on each Member:
- a) surname and first name,
  - b) social insurance number,
  - c) amount of union dues deducted,
  - d) amount of wages on which union dues were deducted, and
  - e) the period of work for which dues are submitted.
- 4.05 The Board shall deduct from the pay of each Member the amount (a percentage of wages) designated by the Bargaining Unit in accordance with its constitution and by-laws and made in writing to the Board at least thirty (30) days prior to the expected date of change. The amount deducted shall be remitted by the Board to the Bargaining Unit Treasurer at the office of the Bargaining Unit no later than the twenty-fifth (25<sup>th</sup>) day of the month following the month in which the deductions were made. Such remittance shall be accompanied with the following information on each Member:
- a) surname and first name,
  - b) social insurance number,
  - c) amount of wages on which amount deducted was based, and
  - d) the period of work for which amount is submitted.
- 4.06 The Union and the Bargaining Unit shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union or Bargaining Unit as the case may be.

## **Article 5      Union Rights**

- 5.01 The Board shall provide the Union with all necessary information relating to the Members within the bargaining unit in September of each year. Such information shall be current and include a list of permanent Members, showing their names, work site, scheduled hours of work, classification, hourly wage rate and last date of hire to employment with the Board. The Board shall also provide the Union with information on the insured employee benefits for Members within the bargaining unit. Information regarding temporary and replacement Members will include their names, classification and date of placement on the Supply list.
- 5.02 The Board shall advise the Union, in writing, the information as stated in Article 5.01 for each new Member within thirty (30) days of commencement of employment, or placement on the supply list.
- 5.03 (a) The Board agrees to notify the Union, in writing, within ten (10) working days, when a permanent Member covered by this Agreement is promoted, demoted, transferred, will be laid off, is recalled, is disciplined in writing, whose job is at risk, is suspended, or whose employment is terminated for any reason.
- b) The Board agrees to notify the union, in writing, within ten (10) working days, when a replacement or temporary Member is disciplined in writing, is suspended, and/or removed from the supply list.
- 5.04 The Board shall advise all new Members that a Collective Agreement is in effect.

- 5.05 The Board shall ensure that any Member new to a position or a worksite shall receive adequate orientation and training to perform the duties of the position safely.
- 5.06 The Union may use bulletin boards for the use of the Union at appropriate locations, as determined in consultation with the site supervisor, upon which the Union shall have the right to post notices relating to matters of interest to the Union and the Members.
- 5.07 The Union may use the inter-office mail service and the electronic mail service for the purpose of communicating with its Members.
- 5.08 The Union will engage in organized union activities only outside of working hours. Any meetings held on Board premises will be with the permission of the site supervisor.

**Article 6      Management Rights**

- 6.01 The parties to this agreement recognize that it is the Board's right to manage and operate its business in all respects except where this right has been restricted by the terms of this Agreement and relevant Acts and Regulations.
- 6.02 It is understood and agreed that these rights shall be exercised in a manner consistent with the terms of this Agreement. It is further understood that a claim by the Union that the Board has exercised these rights in a manner inconsistent with the terms of this Agreement shall be the proper subject-matter for a grievance.

**Article 7      Labour-Management Committee**

- 7.01 The Labour-Management Committee exists for the purpose of discussion of matters of concern to the Board and the Bargaining Unit.
- 7.02 The committee shall consist of up to three (3) representatives appointed by the Board and up to three (3) Members appointed by the Bargaining Unit.
- 7.03 The committee shall meet as mutually agreed upon at the request of the Bargaining Unit Executive or of the Board to discuss matters of common concern.
- 7.04 Meetings of the committee will take place during normal working hours unless otherwise mutually agreed upon by the Members of the committee and shall be considered time worked for the Bargaining Unit Members of the Committee.

**Article 8      Grievance and Arbitration Procedures**

- 8.01 (a) The purpose of this article is to establish a procedure for the settlement of all differences between the Parties arising from the interpretation, application, administration, or alleged contravention of the Agreement. The contravention of past practices of the predecessor boards will not form the basis of any grievance.  
(b) A "party" to a grievance shall be defined as the Bargaining Unit or the Board.  
(c) "Days" shall mean working days.  
(d) The Parties recognize that the right of a temporary, replacement or probationary Member to access the provisions of this Article shall be as set out in Article 1 (Definitions).  
(e) No action of any kind shall be taken against any person because of participation in the grievance and/or arbitration procedures under this Agreement.

(f) At any step of the grievance procedures, the time restrictions may be extended if mutually agreed in writing. In addition, one or more steps in the grievance procedure in regards to the processing of a particular grievance may be omitted if mutually agreed in writing.

8.02 **Informal Grievance Procedure**

Subject to 8.01 (d), a Member, with the concurrence of the Bargaining Unit, shall bring an informal grievance to the attention of the site supervisor within five (5) days of the Member's awareness or within five (5) days of when the Member ought reasonably to have become aware of the circumstances giving rise to the informal grievance. The Member must indicate that the informal grievance is in accordance with Article 8 to proceed. The site supervisor shall answer verbally or in writing within seven (7) days after receipt of the informal grievance.

8.03 **Formal Grievance Procedure - Individual**

Subject to 8.01 (d) in the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps shall be taken in sequence where informal attempts under Article 8.02 to resolve the matter with the site supervisor have failed.

**Step 1**

If the reply of the site supervisor of the grievor at the Informal Grievance Stage is not acceptable to the Bargaining Unit, within twelve (12) days the Bargaining Unit may initiate a written grievance with the Administrator of Human Resources or designate. A meeting between the parties shall occur within six (6) days of receipt of the grievance. The Administrator of Human Resources or designate shall answer the grievance in writing within six (6) days after the meeting.

The grievance shall contain but not be limited to:

- a) a description of how the alleged dispute is in violation of the Agreement including any facts to support the complaint,
- b) the clauses in the Agreement alleged to be violated,
- c) the relief or remedy sought, and
- d) the signature of the duly authorized official of the Bargaining Unit.

**Step 2**

If the reply of the Administrator of Human Resources or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within six (6) days to the Director of Education or designate. A meeting between the parties shall occur within six (6) days of the receipt of the written request. The Director or designate shall answer the grievance in writing within six (6) days after the meeting.

**Step 3**

If the reply of the Director or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration. Such application shall be within fifteen (15) days of the receipt of the reply.

8.04 **Formal Grievance Procedure - Party**

Subject to 8.01 (d), in the case of all other grievances by a party, (including those on behalf of a group of Members, an individual Member, a retired Member or a deceased Member), the party making the grievance shall take the following steps in sequence to resolve the matter.

**Step 1**

The party making the grievance shall make a written grievance to the Director or designate, or President of the Bargaining Unit, or designate as the case may be, within twelve (12) days of the party's awareness or within twelve (12) days of when the party ought reasonably to have become aware of the circumstances giving rise to the concern. A meeting between the parties shall occur within ten (10) days of the grievance being initiated. The Director or President of the Bargaining Unit, as the case may be, shall answer the grievance in writing within five (5) days after the meeting.



The grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement, including facts to support the complaint,
- b) the clauses in the Collective Agreement alleged to be violated,
- c) the relief or remedy sought, and
- d) the signature of the duly authorized official of the party making the grievance.

### **Step 2**

If the reply of the President of the Bargaining Unit, or designate or the Director or designate, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration. Such application shall be made within fifteen (15) days of the receipt of the reply.

#### **8.05 Grievance Mediation**

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

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed, in writing, to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen. The costs for a Mediator shall be shared equally by the parties.

#### **8.06 Arbitration**

The party desiring arbitration shall notify the other party, in writing, of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Labour Relations Board upon the request of either party.

The parties may agree, in writing, to submit the grievance to a mutually agreed upon single arbitrator rather than to an arbitration board.

#### **8.07** A grievance may be submitted to expedited arbitration under Section 49 of the Ontario Labour Relations Act. The proceedings of the single arbitrator or arbitration board shall be expedited by the Board and the Union. The decision of such single arbitrator or arbitration board shall be final and binding upon the parties.

Subject to the terms and conditions in this Agreement, and relevant legislation, the single Arbitrator or Board of Arbitration shall have the power under the Ontario Labour Relations Act to amend the grievance, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.

The arbitrator or arbitration board shall not make any decision which is inconsistent with the provisions of the Collective Agreement, nor which serves to add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

#### **8.08** The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties. Each party shall bear the expenses of its own appointee and witnesses.

#### **8.09** Should the investigation or processing of a grievance require that an involved Member or Bargaining Unit representative be released from regular duties, the Member shall be released without loss of wages or benefits.

At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitration board to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

**Article 9      Determination of Staffing Requirements**

- 9.01      The Board shall determine the needs and the staffing levels for each school and program for the upcoming school year. In accordance with this determination, when a school or program has one or more permanent Member(s) in a job classification for the upcoming school year greater than the approved staff allocation for the upcoming school year, the Member(s) with the least Bargaining Unit seniority in such job classification in the school or program shall be available for transfer provided that the Member(s) who remain(s) at that worksite or in that program have the suitable skills, abilities, qualifications and past work records to perform the job.
- 9.02      Consideration may be given for maintaining stability for students and/or program requirements when determining such placements.
- 9.03      Notwithstanding Article 10.01, from May 1 to June 25 each year, when the Board determines that a permanent vacancy exists or will exist for the following school year, the Board shall endeavour to place any permanent Members declared available for transfer under Article 9.01, as well as permanent Members who have requested voluntary transfers prior to any vacancies being posted.
- 9.04      In the event that there are insufficient vacancies to place all surplus Members, it is the intent of the surplus procedure to ensure that the most senior surplus members by job classification are placed provided that in all cases the members remaining in the system have the suitable skills, abilities, qualifications and past work records to perform the jobs. Surplus members who are not placed shall be laid off in accordance with Article 19, Layoff and Recall and may exercise seniority rights accordingly.
- 9.05      The Board shall consult with the Bargaining Unit during the above processes, prior to any vacancies being posted.
- 9.06      The Board will notify school or program-based permanent Members of their placement by electronic mail for the following school year by June 25<sup>th</sup> if possible and in writing as soon as possible after that.

**Article 10      Job Posting**

- 10.01      Subject to Article 9.03 and 19.09.05 , when the Board determines that a permanent vacancy exists, the Board shall post the vacancy at each work site and on an electronic bulletin board for a period of at least seven (7) calendar days prior to filling the vacancy, thereby providing all Members with the opportunity of making written application to fill the vacancy. The Board shall be required to post notice only of the original vacancy plus three (3) resultant vacancies and may fill subsequent vacancies at its discretion. For the period of time between the Board determining that a permanent vacancy exists and the position being filled, the Board may maintain the position with a replacement member.
- 10.02      Notwithstanding the above, postings which occur during July and August will be posted on an electronic bulletin board only.
- 10.03      When a replacement position occurs as a result of a permanent Member taking an approved leave of absence for a period that it is known to be at least six (6) months in duration at the time of request, within the current

school year, and if the Board receives that written request at least six (6) weeks prior to the start date of the leave, the Board shall post it at each work site and on an electronic bulletin board for a period of at least seven (7) calendar days, thereby providing all Members with the opportunity of making written application to fill the vacancy. It is clearly understood that the Board shall not be required to post any subsequent vacancy as a result of this initial posting and may fill such vacancy at its discretion.

- 10.04 When the Board determines that a temporary position is required in an office/clerical or technical position at the Administration Centre, Learning Resources Centre or Media Centre(s), or an Educational Assistant position in a non-classroom setting, which is known to be at least six (6) months in duration at the time the position is determined, the Board shall post the position at each work site and on an electronic bulletin board for a period of at least seven (7) calendar days, thereby providing all Members with the opportunity of making written application to fill the vacancy. It is clearly understood that the Board shall not be required to post any subsequent vacancy which occurs as a result of this initial posting and may fill such vacancy at its discretion.
- 10.05 Candidates who are permanent Members who have passed the probationary period shall be given first consideration for postings as per Articles 10.01, 10.03 and 10.04. If no permanent Member who has passed the probationary period is placed in a vacancy as per Articles 10.01, 10.03 or 10.04 and if there is no permanent Member on recall, as per Article 19 (Lay-offs and Recall), the Board may then consider probationary Members, temporary or replacement Members, as well as external candidates, to fill the vacancy.
- 10.06 In all cases of job postings as in 10.01, 10.03 and 10.04 involving candidates who are permanent Members, seniority shall be the governing factor, provided that the Members' skills, abilities, qualifications and past work records are relatively equal and suited to the job requirements. Such Member shall receive the wage rate of the permanent position closest to but not lower than the Member's current wage rate. Notwithstanding the foregoing, if the highest wage rate in the posted position is lower than the Member's current wage rate, then the Member shall be paid at the highest wage rate for that position.
- It is also understood that a permanent Member may be transferred to fill a replacement vacancy as per 10.03 or 10.04 only when the Board can recruit a suitable candidate to fill that resultant vacancy.
- 10.07 Following consultation with the Union, the parties agree that wherever possible the effective date of transfer of the successful candidate into the position will be scheduled for a time that, in the Board's opinion, best suits the needs of the system, in order to minimize the disruption to the school(s) or program(s).
- 10.08 The posting shall identify the work site, the hourly wage rate, job classification, estimated start date, scheduled hours of work, general requirements of the position, to whom applications are to be sent and the due date for such applications.
- 10.09 The Board shall notify the Bargaining Unit, in writing, of the names of all successful applicants to posted positions.
- 10.10 While on an approved leave of absence, a Member who has applied for and been appointed to another position within the Board shall return to work in that new position. If that position no longer exists upon the Member's return, the Member, subject to Article 10, 11 and 19 (Job postings, Transfers and Layoff and Recall), will be returned to an equivalent position, as agreed upon by the Bargaining Unit and the Board.

## **Article 11      Transfers**

- 11.01 This article applies to permanent Members, and temporary and replacement Members working in positions for longer than twenty (20) days.

- 11.02 A transfer shall mean the relocation of a Member from the work site in which the Member presently works to another work site.
- 11.03 When the application of a staffing formula and consideration of program needs indicate that a position is no longer available for a Member at the Member's work site, a Member is declared available for transfer from that work site.
- 11.04 Where there is more than one Member in the same job classification at that work site, it is understood that the permanent Member(s) with the least Bargaining Unit seniority shall be the Member(s) declared available for transfer if there are no temporary or replacement Members at that work site, provided the Members who remain at that work site have the suitable skills, abilities, qualifications and past work records to perform the job. Consideration may be given for maintaining stability for students and/or program requirements when determining such placements.
- 11.05 It is further understood that, when the staffing or program needs indicate that a position is needed at another site, any replacement or temporary Member at the original work site shall be transferred to the new site. If the position no longer exists as per 11.03, replacement or temporary Members shall be returned to the supply list. Consideration may be given for maintaining stability for students and/or program requirements when determining such placements.
- 11.06 Any Member transferred from one classification to another, or transferred in lieu of layoff, shall be paid at the wage rate for the new classification level, closest to but not lower than the Member's current wage rate. The Member shall progress through the new grid according to the experience obtained in that new position, starting from the Member's initial position on the new grid.
- 11.07 Notwithstanding 11.06, Members who are transferred to a lower wage rate position shall have their existing rate red-circled for the lesser of: a period of six (6) months; or until the rate of pay for the position increases to or supercedes that which the employee is presently receiving. After this time, the Member's rate of pay will no longer be red-circled. Temporary and replacement Members will receive the wage rate for the position as defined in Schedule 26 (Wages).
- 11.08 Any Member transferred will be given one full school day prior to the commencement of the new assignment in order to make necessary preparation.
- 11.09 The Board shall make every reasonable effort to prevent any undue hardship for a Member who is transferred to a new placement. A reasonable amount of time shall be given to such Member to complete the current assignment before moving to a new work site.
- 11.10 In the event of a work site closure, the Board shall endeavour to facilitate the placement of all Members affected by this closure and shall consult with the Union during this process.
- 11.11 All transfers, including those for administrative purposes, shall occur following consultation with the Union.

## **Article 12      Voluntary Transfers**

- 12.01 The Parties agree that this article applies only to the determination of staffing requirements for the upcoming school year.
- 12.02 All permanent Members interested in participating in a voluntary transfer for the next school year shall submit the Voluntary Transfer Form to the Administrator of Human Resources for consideration before April 30. A new form must be submitted annually.
- 12.03 All voluntary transfers will apply to transfers within the same wage rate level or a lower wage rate level.

Members receiving voluntary transfers shall receive the wage rate of the new position closest to, but not lower than, the Member's current wage rate. Notwithstanding the foregoing, if the highest wage rate in the new position is lower than the Member's current wage rate, then the Member shall be paid at the highest wage rate for the new position.

- 12.04 All Members shall be placed according to Bargaining Unit seniority in each job classification and according to the Member's request on the Voluntary Transfer form provided the Member(s) concerned have relatively equal skill, ability, qualifications and past work records to perform the duties of the job without training other than orientation.
- 12.05 It is understood that a Member will normally accept the transfer which was requested unless otherwise agreed by the Parties.
- 12.06 The parties agree to inform the membership annually, through the electronic bulletin board, of the voluntary transfer process.

**Article 13      Hours of Work**

- 13.01 The normal work week for full-time Members shall be from twenty-four (24) hours up to a maximum of forty (40) hours per week, during the period, Monday to Friday. The normal maximum work day shall be up to eight (8) hours.
- 13.02 The normal work week for part-time Members will be less than twenty-four (24) hours per week during the period Monday to Friday.
- 13.03 All Members who work at least five hours a day shall have a minimum of thirty (30) consecutive minutes for an unpaid lunch break which shall be scheduled as close as possible to the mid point of the Member's work day.
- 13.04 Each full-time Member shall be entitled to two (2) fifteen-minute (15-minute) paid breaks per work day. One (1) break shall be taken in the first half of the Member's work day and one (1) break in the second half of the Member's work day. Each part-time Member shall be entitled to one (1) fifteen-minute (15-minute) break per each half (½) day worked. A Member shall be entitled to take this break away from the Member's work station.
- 13.05 The scheduled hours of work may vary but shall be consecutive hours per day, normally between 8:00 a.m. and 5:00 p.m.
- 13.06 Members engaged on a school-year basis may be required to work regular hours during Christmas and Winter school break periods only if specifically requested by the Member's Supervisor.
- 13.07 Members may be required to work during July and August up to the time allotted to the school immediately preceding the beginning of the school year and immediately following the conclusion of the school year following consultation with the Bargaining Unit.

**Article 14      Overtime**

- 14.01 From time to time the Supervisor may request a Member to work overtime. Such request shall be in accordance with this article.
- 14.02 Unless lieu time has been arranged according to this article, when a Member is required by the Member's Supervisor to work more than fifteen (15) minutes over and above the Member's regularly scheduled hours,

- the Member shall be paid time and one-half the Member's regular hourly wage rate for all additional time.
- 14.03 Authorized overtime shall be paid at one and one-half times the Member's regular hourly wage rate for all work done on a Saturday.
- 14.04 Authorized overtime shall be paid at two (2) times the Member's regular hourly wage rate for all work done on a Sunday.
- 14.05 A Member who qualifies for a paid holiday under Article 24 and is required by the Member's supervisor to work on such day shall be paid at the rate of time and one-half the Member's regular hourly wage rate of pay for all hours worked on such day, plus the Member's regular pay for the paid holiday.
- 14.06 A Member who has completed the Member's scheduled shift and has left the premises and is called back, by the Supervisor, Director, or designate, to work in an emergency shall be paid a minimum of three (3) hours at the appropriate overtime wage rate as provided in this article. This payment shall not apply where advance notice is given.
- 14.07 A Member who has accumulated authorized overtime hours shall receive either appropriate payment as earnings, calculated at the appropriate overtime rate, or time off in lieu of payment with lieu time reflecting the appropriate overtime rate at a time which is mutually agreeable between the Supervisor and Member. The Member shall indicate to the Supervisor, in writing, the preferred method of payment. The preference indicated shall not be unreasonably denied.
- 14.08 The Member may bank overtime hours for a maximum of four (4) pay periods, with flexibility to extend this period with the mutual agreement of the Parties. If the banked hours are not used, the Board shall make the payment to the Member as earnings calculated at the appropriate premium rate as provided in this article.
- 14.09 A Member who works three (3) consecutive hours of overtime shall be entitled to one paid fifteen (15) minute break within each three (3) hour period.
- 14.10 A Member who works more than four (4) consecutive hours of overtime shall be entitled to one (1) hour of unpaid meal time during the scheduled overtime.
- 14.11 If a Member is authorized to work more than two (2) hours of overtime beyond the end of a normal working day, the Member may claim a meal allowance of up to \$10.00 upon submission of an appropriate receipt.

**Article 15      Flex Time**

- 15.01 Flex-time will be defined as a work schedule in which the hours of work do not necessarily conform to the regular hours of work defined in Article 13.
- 15.02 A Member is entitled to work a flex-time schedule provided that:
- a) the Member works the same number of hours as in a regular pay-period;
  - b) the flex-time schedule is mutually agreed upon by the Site Supervisor and Member; and,
  - c) the scheduled flex-time hours shall not constitute overtime hours and the Member shall be paid at the regular hourly wage rate.
- 15.03 It is recognized by the Parties that not all positions may be suited for flex-time arrangements.
- 15.04 The Parties agree that flex-time is to be used on an occasional basis.

**Article 16      Probationary Period**

- 16.01 When a new Member is hired for a permanent position, that Member shall be on probation until the completion of the probationary period of ninety (90) days actually worked. Upon successful completion of the probationary period, the employee shall be given seniority retroactive to the first day of work in that permanent position. The ninety (90) working days probationary period may be extended by mutual agreement of the Parties.
- 16.02 A Member shall be informed, in writing, within two (2) weeks of the successful completion of their probationary period.

**Article 17      Seniority**

- 17.01 Seniority is defined as the length of service in permanent positions in the Bargaining Unit with the Board and shall include such service with the Board prior to the certification of the Bargaining Unit. Seniority shall operate on a Bargaining Unit-wide basis.
- 17.02 All permanent Members covered by this Agreement who have completed the probationary period shall have their names placed on the seniority list based on each Member's last date of hire by the Board.
- 17.03 Seniority lists will be revised and a copy given to the Bargaining Unit in September of each year showing each Member's seniority and job title as of September 1.
- 17.04 The Board may hire a temporary Member as per the definition in Article 1. The Board must notify the Bargaining Unit, in writing, of the name of the temporary Member, the expected term of employment, as well as the work site and position. Temporary and replacement Members shall be paid in accordance with this Agreement and they shall pay union dues while employed in a Bargaining Unit position. Temporary and replacement Members are not entitled to seniority.
- 17.05 Employees of the Board who are transferred to this Bargaining Unit shall have their full length of service with the Board credited for vacation entitlement. This is to apply only to continuous permanent employment with the Board immediately preceding transfer to this Bargaining Unit.
- 17.06 Seniority shall be maintained and accumulated when a Member is absent from work while on an approved leave of absence, which may include, but is not limited to:
- (a) when in receipt of Worker's Safety Insurance Board (WSIB) benefits;
  - (b) while on sick leave; or
  - (c) when in service for the Canadian Armed Forces.
- 17.07 A permanent Member may transfer to a non-union replacement or temporary position and seniority shall be maintained and accumulated. Such transfer shall not exceed twelve (12) months without mutual agreement of the Parties. Union dues shall continue to be deducted during this time. The Board agrees to consult with the Union prior to transferring a Member to a temporary or replacement non-union position.

**Article 18      Loss of Seniority**

- 18.01 Seniority rights and a Member's employment will be deemed to have terminated if a Member:
- 18.01.01      resigns from employment with the Board;
  - 18.01.02      is discharged and is not reinstated through the grievance or arbitration procedure;
  - 18.01.03      accepts a permanent position with the Board outside the Bargaining Unit; or

18.01.04           retires or is retired from employment with the Board according to Board policy.

**Article 19       Layoff and Recall**

19.01    A layoff shall be defined as a reduction in the work force or a reduction in the hours of work per week which is expected to last for more than two weeks. Transfer of staff from one work site to another, due to a change in staffing requirements, shall not be deemed a layoff. This article shall not apply to layoffs which result from the Christmas Break, Winter Break and Summer Break periods which pertain to Members engaged to work on a school-year basis.

19.02    The Board agrees that in the event of a layoff, Members of a job classification will be laid off in reverse order of seniority in the Bargaining Unit, and shall continue to accumulate seniority for up to eighteen (18) months while on layoff.

Ties in seniority will be broken as follows:

- a) the total hours worked in temporary or replacement positions with the Board, or one of its predecessor Boards, within the twelve (12) months previous to the date of permanent hire; and then
- b) by lot drawn by the Director or designate in the presence of a Bargaining Unit representative.

19.03    Such Member shall have the choice of accepting the layoff or bumping a Member with less seniority in the same wage rate level or in a lower wage rate level within seven (7) days of receiving notice of layoff, provided that Member concerned has the suitable skills, abilities, qualifications and past work records to perform the job.

19.04    Such Member will receive the wage rate of the new position, closest to but not lower than the Member's current wage rate. The Member will then move through the new grid according to the experience obtained in that new position, starting from the Member's initial position on the new grid.

19.05    Notwithstanding 19.04, if the highest wage rate for the new classification level is lower than the Member's current wage rate, after six (6) months, the Member shall be paid at the highest wage rate within the new classification. For the first six (6) months following transfer, a Member shall not receive a reduction in hourly wage rate.

19.06    Members who have changed positions under this article shall have the opportunity for reinstatement to their former position, if such becomes available, through the voluntary transfer process under Article 12.

19.07    The Member reinstated through 19.06 shall be reinstated at the wage rate that would have been attained had there been no change of position.

19.08    Permanent Members shall be notified of layoff at least two (2) weeks prior to the effective date, unless legislation is more favourable to the employees.

**19.09    Recall Procedures**

19.09.01    Any Member who has been laid off, in accordance with the provision of seniority and layoff procedures of this Agreement, shall be eligible for recall for a period of eighteen (18) months from the effective date of termination and shall maintain their position on the seniority list for that period of time.

19.09.02    The Board agrees that Members will be entitled to recall in order of greatest seniority within the Bargaining Unit. Ties in seniority will be broken as follows:

- a) the total hours worked in temporary or replacement positions with the Board, within the twelve (12) months previous to the date of permanent hire; and then



b) by lot drawn by the Director or designate in the presence of a Bargaining Unit representative.

- 19.09.03 For purposes of recall after layoff, seniority shall be the governing factor, provided that the Member concerned has the suitable skills, abilities, qualifications and past work records to perform the job. Such Member will receive the wage rate of the new position, closest to but not lower than the Member's wage rate at the time of layoff. The Member will then move through the new grid according to the experience obtained in that new position, starting from the Member's initial position on the new grid.
- 19.09.04 Notwithstanding 19.09.03, if the highest wage rate for the new classification level is lower than the Member's current wage rate, after six (6) months, the Member shall be paid at the highest wage rate within the new classification. For the first six (6) months following transfer, a Member shall not receive a reduction in hourly wage rate.
- 19.09.05 No new Member will be hired into a permanent position until all persons on layoff have been given an opportunity for recall in accordance with Article 19.09.
- 19.09.06 All Members on layoff and eligible for recall shall file with the Board and the Bargaining Unit their most recent address and telephone number.
- 19.09.07 When a permanent position becomes available, the Board shall endeavour to contact the Member being recalled by telephone. The Board shall offer the position by registered mail addressed to the Member's last place of address on record with the Board.
- 19.09.08 Members who have been laid off, shall be eligible to accept replacement or temporary work without compromising the Member's layoff status.
- 19.09.09 If a Member is recalled from layoff, to a position in the same job classification as held prior to the layoff, within eighteen (18) months of the date of layoff, the Member's seniority, sick leave and wage rate will be reinstated as if there was no interruption in service.
- 19.09.10 While on layoff, the Member shall not have access to sick leave usage or accumulation (article 31.01), vacation usage or accrual (article 25), leave plans (article 31), or paid holidays (article 24).
- 19.09.11 During the layoff period a Member may continue participation in the benefit plans with the Member paying the full cost of the premiums.
- 19.09.12 When a Member is recalled to a permanent position from layoff within eighteen (18) months from the date of layoff, the Member's benefits shall be reinstated at the levels as prescribed for that position (ie part-time or full-time) under this Agreement at the time of reinstatement.
- 19.09.13 Nothing in Article 19 precludes the right of a Member or the union to file a grievance regarding the application of Article 19.
- 19.09.14 A Member shall lose all seniority and employment shall be deemed to have been terminated if the Member:
- (a) fails, after layoff, to return to work within seven (7) working days after the Board has given the Member notice of recall by registered mail, unless an extension is granted by the Board due to an emergency or other reason; or
  - (b) is laid off by the Board for a period of more than eighteen (18) months and therefore has exhausted all rights of recall under this Article.
- 19.09.15 Where jobs are eliminated, the Union shall be notified and a meeting convened to discuss the

advisability and possibilities for retraining.

**Article 20      Just Cause**

- 20.01 No Permanent Member shall be demoted, disciplined, or discharged without just cause. Despite the foregoing, the Union and the Board agree that a lesser standard of just cause for discharging probationary Members shall apply during a Member's probationary period.
- 20.02 Prior to a suspension or discharge, a meeting will be held with the Member to identify the reasons for considering such action. The Board shall inform the Member, prior to the meeting, of the Member's right to have the Bargaining Unit President or designate present at such meeting. The Member may be accompanied at the meeting by the Bargaining Unit President, or designate, who shall be advised in advance by the Member of the time and place of the meeting.

**Article 21      Personnel File**

- 21.01 There shall be only one personnel file for each Member which shall be located at the Board Administration office.
- 21.02 A Member shall have access to the Member's personnel file in the presence of the Administrator of Human Resources, or designate, during normal business hours, upon prior arrangement with the Human Resources Department. Upon request, a Member shall be provided with a copy of material contained in such file at the Union's expense.
- 21.03 The Member may request that the Bargaining Unit President or designate accompany the Member to review the personnel file.
- 21.04 Each Member must be provided, in writing, with all notations of derogatory or disciplinary action which are to be placed on the Member's personnel file. Unless such notation is made in writing to the Member, the Board shall not use such incident as part of the Member's past record to justify a later disciplinary action. Such notice must be given to the Member within ten (10) working days of the discovery of the occurrence giving rise to the action and such notice shall be acknowledged by a signed receipt of a letter delivered in person or by registered mail. Where the Member authorizes release of such letter, a copy shall be sent to the President of the Bargaining Unit. Any written reply made by a Member to a derogatory notation or disciplinary action shall be included in the Member's personnel file. Where the Member authorizes, the Board shall send, by mail, a copy of the reply to the President of the Bargaining Unit.
- 21.05 A Member may dispute, in writing, the accuracy or completeness of information in a Member's personnel file. Where this occurs, the Board shall respond to the Member to confirm or amend the information and shall notify the Member in writing of its decision, including reasons for that decision where such a written response is requested by the Member. The written dispute from the Member must contain the specific alleged inaccuracy or incomplete information and the desired change(s).
- 21.06 Notwithstanding 21.07, all correspondence resulting from 21.04 will be maintained in the Member's personnel file unless otherwise agreed between the Member and the Board.
- 21.07 Where two (2) years have elapsed since the recording of a disciplinary notation on a Member's file, the Member may request that such disciplinary notation be reviewed. Such notation shall be removed from the file provided such personnel file has been free of any written warning or disciplinary action during the intervening period.
- 21.08 The signature of a Member on any document respecting the performance or conduct of the Member shall be

deemed to be evidence only of the receipt thereof.

**Article 22      No Strike and Lock-Out**

- 22.01    The Union agrees that during the life of this Agreement there shall be no strike and the Board agrees that there shall be no lockout of the Members in this Bargaining Unit. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act and its Regulations.
- 22.02    When other Board employees are on strike or lock-out, a Member shall carry on the regular duties to the best of the Member's ability, and shall not be required to assume any functions or responsibilities that are normally discharged by the Board employees who are on strike or lock-out.

**Article 23      Collective Agreement**

- 23.01    The Board agrees to produce sufficient quantities of this collective agreement to provide every Member and every site supervisor with a copy of the collective agreement as follows:  
(a) for incumbent Members and site supervisors at a mutually agreed upon date following ratification, and  
(b) for new Members, to be enclosed in the Member's letter of hire for a permanent position or placement on the supply list.
- 23.02    The Board shall provide the President of the Bargaining Unit with copies of the agreement as requested.
- 23.03    The cost of producing sufficient quantities of the Agreement to meet the above requirements shall be evenly shared between the parties.

**Article 24      Recognized Paid Holidays**

- 24.01    In order to be eligible to be paid for the holidays listed in 24.02 and 24.03, the Member must be at work on the Member's scheduled working day immediately preceding and the Member's scheduled working day immediately following the holiday. Absence on one or both days due to illness for which sick leave provides full pay, or absence on vacation, or absence on paid leave of absence shall not prevent a Member from receiving the paid holiday.
- 24.02    For permanent twelve-month Members, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at the regular wage rates based upon the number of scheduled hours for the Member on that day of the week.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Eve Day

Remembrance Day provided it is observed by the Board.  
Any other day that may be proclaimed by law as a statutory holiday.

24.03 For permanent Members who are engaged to work on a school year basis, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at the regular wage rates based upon the number of scheduled hours for the Member on that day of the week.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Eve Day*
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Year's Eve Day*	

\* These paid holidays shall be considered floating holidays to be observed during the Christmas Break period. The Board and the Bargaining Unit will agree upon the dates on which they will be observed.

Remembrance Day provided it is observed by the Board.  
Any other day that may be proclaimed by law as a statutory holiday.

- 24.04 Notwithstanding the above, if Easter Monday is observed as a regular school day as per the applicable elementary or secondary school calendar and a Member works that day:  
(a) for Members covered under 24.02, the day in lieu shall be observed either the day preceding or following Canada Day.  
(b) for Members covered under 24.03, the Member shall be paid an additional day's pay at the Member's regular hourly wage rate on the Member's last pay cheque of the school year.
- 24.05 Where a paid holiday falls other than on a scheduled work day the Board shall designate some other day upon which to observe the holiday or the Board may elect to pay the Member as though it had fallen on a regular working day.
- 24.06 Where a paid holiday falls during a Member's approved vacation leave period, it shall not be deducted from the Member's vacation entitlement.
- 24.07 Replacement and temporary Members shall be granted pay for statutory holidays under the conditions set out in the Employment Standards Act.

**Article 25      Vacations**

- 25.01 For the period July 1, 1998 to June 30, 2000, vacation pay or paid vacation shall be paid in accordance with the last predecessor boards' collective agreements and/or terms and conditions of employment.
- 25.02 Effective July 1, 2000, permanent Members shall receive an annual vacation or vacation pay in accordance with credited service as of July 1<sup>st</sup> in each year as per the following schedule:

	Twelve Month Members	Ten Month Members
Less than one year	1 working day for each completed month to a maximum of 10 days.	4%
One year or more	2 weeks	4%
Three years or more	3 weeks	6%
Nine years or more	4 weeks	8%
Fifteen years or more	5 weeks	10%

Twenty-five years or more          6 weeks                                  12%

\* Ten Month Members are permanent Members who are engaged to work on a school-year basis.

- 25.03 Vacation pay for Members who are engaged to work on a school-year basis shall be calculated on total wages earned and shall cover the period July 1 to June 30. Vacation pay shall be included in the Member's regular pay.
- 25.04 Temporary and replacement Members shall receive 4% vacation pay on total wages earned and shall be included in the Member's regular pay.
- 25.05 Permanent Members hired on a permanent basis before July 1, 1998 who will be moving to vacation pay from an annual vacation schedule effective July 1, 2000 and who would have their vacation level decreased as a result of the move will have their vacation level red-circled at the level (% of salary) in place as at June 30, 2000 until such a time as they reach the next step on the vacation pay scheduled. At the time, the Members so affected will follow the schedule accordingly.
- 25.06 The calculation to address the red-circling referred to in the above paragraph will be completed at the end of the school work year, as required, for the Member. The payout required to maintain the red-circling will be included on the last pay of the school work year of the Member.

**Article 26          Wages and Allowances**

26.01 The parties agree that if Pay Equity adjustments are determined to be owing at some point in the future, any increases to job rates negotiated in Collective Bargaining or awarded at Interest Arbitration will be credited towards those Pay Equity adjustments, in accordance with the Pay Equity Act and Tribunal decisions.

26.02 Basic Wage Rate

**Basic Wage Rate as at December 31, 2001**

Level	Job Classification	Start	12 months	24 months	36 months
1	Admin. Stenographer; Clerk Typist; Receptionist; AP Clerk; Purchasing Clerk; Transportation Clerk	13.29	13.84	14.42	15.03
2	Attendance Secretary - Secondary; General Secretary - Secondary; Senior Accounting Clerk	13.38	13.94	14.52	15.13
3	Payroll Clerk; Guidance Secretary - Secondary	13.77	14.32	14.89	15.49
4	EA2; Elementary Secretary; REA	14.38	14.92	15.48	16.08
5	AV Technician; Library Technician; EA1; Media Technician; Interpreter; Head Secretary - Secondary	15.36	15.90	16.46	17.05
6	Distance Education Technician; Computer Trainer; Hardware Technician, Network Technician	15.98	16.62	17.27	17.98

**Basic Wage Rate as at June 1, 2002**

Level	Job Classification	Start	12 months	24 months	36 months
1	Admin. Stenographer; Clerk Typist; Receptionist; AP Clerk; Purchasing Clerk; Transportation Clerk	13.42	13.98	14.56	15.18

<b>2</b>	Attendance Secretary - Secondary; General Secretary - Secondary; Senior Accounting Clerk	13.51	14.08	14.67	15.28
<b>3</b>	Payroll Clerk; Guidance Secretary - Secondary	13.91	14.46	15.04	15.64
<b>4</b>	EA2; Elementary Secretary; REA	14.52	15.07	15.63	16.24
<b>5</b>	AV Technician; Library Technician; EA1; Media Technician; Interpreter; Head Secretary - Secondary	15.51	16.06	16.62	17.22
<b>6</b>	Distance Education Technician; Computer Trainer; Hardware Technician, Network Technician	16.14	16.79	17.44	18.16

Network Technician Responsibility Allowance

Novell CNA designation \$1.00 per hour above basic wage rate

Novell CNE designation \$1.00 per hour above basic wage rate

For clarity - The designations noted above must be relating to the current Novell Version in use by the Board. Network Technicians with the above designations shall be paid all of the above allowances consecutively.

26.03 Rates for Temporary and Replacement Members effective as at September 1, 2002

Classifications one through four - \$13.03 per hour plus vacation pay as per ESA

Classifications five and six - \$14.90 per hour plus vacation pay as per ESA

Where a temporary or replacement position exceeds (20) or more consecutive days in duration, the Member shall be paid at the start rate of the appropriate job classification.

**Article 27 Insured Employee Benefits**

27.01 For the purpose of this article, a full-time Member is defined as a permanent Member who works twenty-four (24) or more hours per week and a part-time Member is defined as a permanent Member who works fifteen (15) hours or more per week and less than twenty-four (24) hours per week. Such part-time Members shall have access to all benefit plans with the Board paying fifty percent (50%) of the normal Board share of premium contributions.

27.02 The parties agree that the benefit plan designs as of May 1, 2000 provided for in Article 12 of the OSSTF Secondary Teachers's Agreement will provide a basis for the Major Medical, Dental, Life Insurance plan designs found in this Agreement.

27.03 The current level of benefits as provided for in the predecessor boards' collective agreements or terms and conditions of employment will be maintained until such time as the modified plan is implemented.

27.04 Such modifications will be made in a timely way so that the modified plan is available effective July 1, 2000. The Board will not be held accountable for the plans being made available effective July 1, 2000 if implementation is delayed due to modification decisions.

27.05 After a Member's sick leave has expired, the Board's share of the premium costs of the Benefit Plans set out below shall terminate. The Member will be permitted to maintain enrolment in the benefit plans at the Member's cost.

27.06 Except where specifically stated otherwise in this Collective Agreement, where a leave of absence without regular pay of one month or more is taken, a Member shall be responsible for the full payment of benefit premiums for each month during which the Member is on leave. There shall be no sick leave usage or

accumulation while on leave, but all other benefits may be continued at the discretion of the Member. The arrangement must be made prior to the commencement of the leave and will govern the full period of the leave. In any event, all benefits will be reinstated when the Member returns from leave.

- 27.07 It is the Member's responsibility to submit the proper signed documents in respect to benefit coverage in order to have benefits made effective. In any event, mandatory benefits shall commence on the effective date of the Member's employment. The Board shall not be liable in any respect for optional benefits should the Member fail to file the necessary documentation provided that the Board indicates to the Member, in writing, with a copy to the Bargaining Unit, that such documentation has not been received. It is understood that any definition of spouse in describing these benefits shall include same sex partners.
- 27.08 A copy of the Group Master Policy or Policies of the Insured Benefit Plan shall be given to the Bargaining Unit. In the event that a change in carrier(s) of the Insured Benefit Plan occurs, the Board agrees to implement the same coverage as described in the Master Policy(ies) or such other plan that the Bargaining Unit agrees is appropriate as a substitute.
- 27.09 Up-to-date information describing each insured benefit shall be provided by the Board to every Member. Whenever coverage under an insured benefit is changed, details of this change will be provided to every Member as soon as possible.
- 27.10 The Board will provide to the Bargaining Unit President a copy of annual reports submitted by the insurance consultants for each benefit plan, except for any portion of the report which contains information protected by privacy legislation.
- 27.11 A Member who retires from the Board prior to age 65 may retain membership in the group benefit plans as set out in this article, subject to the agreement of the carrier. The retired Member shall pay annually in advance the full cost of all premiums related to participation in such plan(s) at the same group rates as active Members. Membership in the plan(s) may be maintained until such time that the retired Member attains the age of 65. The retired Member will be required to reimburse the Board for any premium increases which may occur during the year.
- 27.12 In the event that a Member dies while employed by the Board, the Board shall continue the Benefit Plans and shall continue to pay the Board's share of the premium cost of the Benefit Plans set out below for the survivors of the Member for a period of six (6) months beyond the death of the Member provided that the Member was enrolled in such Plans at the time of death.
- 27.13 With respect to optional benefits, Members are entitled to request coverage, changes in coverage or cessation of coverage in writing in the event of a change in the status of the Member (marriage, divorce, separation, death of a spouse, change in employment status, birth, adoption or death of a dependant or a change in a spouse's benefit plan over which the spouse has no control) at any time. Such requests, in the absence of a status change, may only be made once per school year.
- 27.14 **Major Medical Benefit Plan**
- (a) The premium shall be paid 90% by the Board and 10% by the Member
  - (b) The rate for reimbursement for frames, lenses, and the fitting of prescription glasses, including prescription sun glasses and contact lenses, shall be up to an overall maximum of \$200 in any two consecutive calendar years for insured persons 18 years of age and over, and \$200 in any calendar year for insured persons under the age 18.
  - (c) The total yearly maximum payable per person for professional services as outlined by the insurer being that of a psychologist, speech therapist, podiatrist, osteopath, naturopath, massage therapist, chiropractor and/or physiotherapist shall be \$450 for each type of professional practitioner. The limit per visit established in the Plan shall be \$30 per visit.
  - (d) On behalf of each covered individual or family, the Major Medical Benefit Plan will pay all eligible expenses which are in excess of the deductible of \$10 for an individual or \$20 for a family with no one

member of the family contributing more than \$10.

(e) The Board shall include a semi-private hospital room insurance plan as part of the major Medical Benefit Plan.

**27.15 Out of Province Insurance Plan**

An additional optional Out-of-Province Insurance Plan will be made available to Members individually. In order to be eligible to enrol in the Plan a Member must also be enrolled in the major Medical Benefit Plan provided for in Article 27.14. This Plan shall be at the Member's expense when the Member elects to enrol in the Plan.

**27.16 Life Insurance**

**27.16.01 Member Life Insurance**

(a) The premium shall be paid 100% by the Member .

(b) The basic coverage for each Member shall be \$25,000, or 1, 2, 3, or 4 times the Member's salary instead of the \$25,000.

(c) A Member may select additional optional life coverage up to a combined basic and optional total of \$250,000 subject to providing satisfactory evidence of insurability as required by the carrier. The Member shall pay the additional premium cost of the optional insurance at the group rate.

(d) Participation in the Group Life Insurance Plan shall be a condition of employment.

(e) There is a waiver of premium on disability to age 65 yrs.

(f) A conversion option is available upon termination.

**27.16.02 Dependent Life Insurance**

Members who are enrolled in the Group Life Insurance Plan may purchase life insurance on a spouse and/or dependents in amounts as shown below subject to providing satisfactory evidence of insurability as required by the carrier:

	<u>Optional Unit</u>	<u>Max Amt</u>
(a) for a spouse	\$10,000	\$100,000
(b) for a dependent	5,000	50,000

Such coverage shall be at the Member's expense at the group rate.

**27.17 Accidental Death and Dismemberment**

The Board shall make available to each Member Accidental Death and Dismemberment coverages as offered by the Ontario Teachers' Insurance Plan. Such coverage will be at the Member's expense and at the group rate.

**27.18 Long Term Disability**

The Board agrees to administer, only to the extent of deductions and submission of premiums, a Long Term Disability Insurance Plan on behalf of the Members who will pay 100% of the premium costs. Participation in the plan shall be a condition of employment.

**27.19 Dental Plan**

The premiums for this dental plan shall be based on the Ontario Dental Association schedule in effect in the year previous to the current schedule.

The premiums shall be paid 90% by the Board and 10% by the Member. Overaged dependent students to age 25 are covered under this dental plan. This plan shall be the Liberty Health Plan or an equivalent plan which shall include the following:

(a) Liberty Health Plan 9

(b) Liberty Health Rider 3 (Orthodontics) with co-insurance on a 50%/50% basis and a \$2000 lifetime maximum payout per individual.



- (c) Pit and fissure sealants.
- (d) The balance of Liberty Health Rider 2 (Dentures) with no deductible, no maximum and co-insurance on a 50%/50% basis.
- (e) Liberty Health Rider 4 (Major Restorative and Prosthodontic Services) with no deductible, no maximum and co-insurance on a 50%/50% basis.
- (f) For recall, (including but not limited to oral exams, bite wing x-rays, oral hygiene, oral hygiene instruction and scaling), benefit eligibility will be limited in frequency to once every six months for dependent children and to once every nine (9) months for Members and their spouses.

**27.20 Payroll Savings Plan**

The Board agrees to accommodate Members by providing for payroll deductions and necessary remittances for the Payroll Savings Plan.

**27.21 Employee Assistance Program**

The Parties agree to share equally the costs of an Employee Assistance Program. Participation in the Program shall be a condition of employment.

**27.22 Registered Retirement Savings Plan**

The Board will process deductions for the Ontario Teachers' Group Registered Retirement Savings Plan at no cost to the Members. Such deductions shall be remitted to OTG, 57 Mobile Drive, Toronto no later than the twenty-fifth (25<sup>th</sup>) day following the month in which the deductions were made.

**27.23 E.I. Rebate**

Under current Employment Insurance Regulations, the Board is allowed a reduction in its Employment Insurance premiums because of its Sick Leave Credit Plan 5/12 of the reduction is credited to the Members as a cash payment. The parties agree that the Member's portion of the premium reductions shall be retained by the Board and will be applied as a portion of the Board's contributions to wages and benefits agreed upon in this Agreement.

**Article 28 Pension Plan**

28.01 All Members who become permanent Members after August 1, 1998 shall, as a condition of employment, be enrolled in the Ontario Municipal Employee's Retirement System (O.M.E.R.S.) unless the Member holds certification as a teacher, in which case they may become and remain a member of the Ontario Teachers' Pension Plan (T.P.P.).

28.02 According to the legislative requirements, permanent part-time, eligible temporary and replacement Members may be enrolled in the O.M.E.R.S. or T.P.P on a voluntary basis.

28.03 The Board shall maintain any and all pension plans to which Members of this Bargaining Unit belong prior to the signing of this agreement. Members who were not part of O.M.E.R.S. or T.P.P prior to August 1, 1998 shall be given the option of joining O.M.E.R.S. and shall join TPP, if applicable.

28.04 The Board shall make the appropriate deductions from the Member's pay and submit to O.M.E.R.S. or T.P.P., as the case may be, the necessary Member and Board pension contributions as required.

**Article 29 Insurance Coverage**

29.01 As per Board procedures, the Board shall continue to maintain sufficient liability insurance for Members working under the direction of the Board within the scope of the Members' assigned duties.

- 29.02 All Members who use personal vehicles for transporting Board property as a condition of work are covered adequately through an existing Board insurance coverage, at no cost to Members.
- 29.03 As per Board procedures, a Member shall not be required to use a personal vehicle for transporting students.

**Article 30**      **Travel Allowances**

- 30.01 A Member required to use a personal vehicle for Board business shall be reimbursed at the regular Board rate in accordance with Board Policy.
- 30.02 A Member who is assigned by the Board to work at two work sites within one school day shall be paid mileage at the Board rate for actual travel from the first assigned school to the second assigned school, as identified by the Board's kilometrage chart. This article does not apply where a permanent Member has requested assignments at more than one school within one school day, or where a replacement or temporary Member has accepted assignments at more than one school within one school day.

**Article 31**      **Leave Plans**

**31.01 Sick Leave Plan**

- 31.01.01 The Board shall administer a sick leave plan and maintain a sick leave account for every permanent Member of the Bargaining Unit. The account shall show a record of the Member's credited, accumulated and used sick leave. A written statement of the account shall be provided to the Member in October of each year. Members must submit their concerns, in writing to the Board, regarding the written statement of the account by November 30th of the same year.
- 31.01.02 Each permanent Member shall be credited with two (2) sick leave credits per full month (or greater part thereof) worked. Effective September 1, 2002, temporary and replacement Members in full-time or part-time positions known to exceed twenty (20) days in duration shall receive one (1) sick leave credit per month worked (or greater part thereof) prorated to reflect the FTE status of the assignment. These credits may be banked only for the duration of the placement.
- 31.01.03 Notwithstanding 31.01.02, where the Member exhausts the Member's sick leave accumulation and remains on unpaid sick leave, no further sick leave credits shall be credited until such time as the Member returns to active duty.
- 31.01.04 All unused sick leave at the end of each school year shall accumulate to the credit of the Member to a maximum of two hundred and forty (240) days.
- 31.01.05 The sick leave credits for each Member will be carried forward to the Board from the predecessor Boards.
- 31.01.06 Where an employee of another District School Board becomes an employee of the Avon Maitland District School Board, the Member shall be entitled to have previously accumulated sick leave credits transferred to their sick leave account in this Board. Sick leave credits accepted for transfer shall not include any credits which were required for entitlement to a severance gratuity or other benefit received from the former board. The onus is on the Member to provide the Director or designate with documentation, duly signed by the former board, of the previously accumulated sick leave.
- 31.01.07 The sick leave account for each Member shall be debited one day for each day of absence due to personal illness, accident, or injury. Such debits will be made first from the sick leave credits earned to date in the school year during which the absence takes place and, upon exhaustion of these days, debits shall be

made from any accumulation in the Member's sick leave account. During such absence, until the sick leave accumulation and account are exhausted, each Member shall receive normal wages and benefits.

31.01.08 Medical or Dental certification with respect to payment for absence under the Sick Leave Plan shall be provided by the Member upon the request by the Director or designate. Such costs for medical certification required by the Board shall be paid by the Board.

31.01.09 No sick leave credits shall be accrued by a Member on a leave of absence without pay unless otherwise provided for in this Agreement.

31.01.10 All sick leave credits, accumulation and deductions under this plan shall be pro-rated accordingly for part-time Members.

### 31.02 Sick Leave Credit Plan

31.02.01 The Parties agree to grandparent the current Sick Leave Credit Retirement Gratuity Plans for Permanent Members hired on the date of or prior to the ratification of this Agreement as they apply in the respective predecessor Boards' Collective Agreements. These Plans shall be attached to this Agreement.

31.02.02 It is further agreed that the gratuity plan for the former Perth County Board of Education is deemed to apply to all current full- and part-time Members from the Perth County predecessor Board retiring between the ages of 55 and 65 who qualify for any Retirement Plan under OMERS or TPP and shall be eligible for the Sick Leave Credit Retirement Gratuity Plan provided the conditions set out in 2 (b) of the Plan have been met.

31.02.03 Notwithstanding 31.02.01, the Parties agree that the cash settlement will be based on the annual salary rate of the Member for the twelve (12) months immediately preceding the Member's last working day exclusive of overtime and vacation pay and ratio sick leave accumulation to the total possible sick leave accumulation.

31.02.04 Permanent Members hired after the date of ratification of this Agreement shall be entitled to the Gratuity Plan of the former Perth County Board of Education.

### 31.03 W.S.I.B./LTD Absences

31.03.01 (a) A Member who is absent from work up to maximum of twenty-four (24) months and is claiming Workplace Safety and Insurance Board or Long Term Disability (LTD) benefits shall, subject to Articles 10, 11, and 19 (Job Postings, Transfers, and Layoff and Recall), return to the same position held by the Member immediately prior to the absence or, if the position no longer exists, to an equivalent position,

(b) At the end of the twenty-four (24) month period, and following consultation with the Bargaining Unit, if the Member's position still exists and is expected to continue to exist for the foreseeable future, such position shall be declared vacant and posted in accordance with Article 10, Job Postings,

(c) A Member who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article 19, Layoff and Recall.

31.03.02 The Board acknowledges its responsibility to accommodate the return to work of a Member in accordance with prevailing legislation and any related Board policy that may exist.

31.03.03 It is agreed that, when a Member is eligible for and receives approval of claim by the Workplace Safety and Insurance Board of Ontario:

(a) The Loss of Earnings Benefits shall be remitted to the Board until the Member's sick leave credits expire,

(b) The Member shall receive full pay from the Board up to the expiration of the Member's sick leave credits,

(c) There shall be a deduction of sick leave credits to represent the time equivalent of the cash supplement provided by the Board.

31.03.04 Notwithstanding any of the foregoing, a Member shall have the option to accept the Loss of Earnings Benefits in lieu of full pay from the Board. There shall be no deduction from sick leave if this option is selected. If the Member selects such option, the Member must give written notice to the Director of Education or designate within thirty (30) days after receiving notice that the Workplace Safety and Insurance claim has been approved.

#### 31.04 **Bereavement Leave**

31.04.01 A permanent Member shall be granted an absence for up to four (4) days per occasion without loss of regular wages, benefits or seniority were absence is required due to a death in the immediate family. The immediate family shall mean the Member's spouse and the parent/former guardian, brother, sister, child, grandparent, grandchild, step-sister and step-brother of the Member or the Member's spouse, including common-law or same-sex partner. Such a leave of absence shall not be charged against the Member's accumulated sick leave credits.

31.04.02 A temporary or replacement Member shall be granted an unpaid leave of absence for up to four (4) days per occasion where absence is required due to a death in the immediate family. The immediate family shall mean the Member's spouse and the parent/former guardian, brother, sister, child, grandparent, grandchild, step-sister and step-brother of the Member or the Member's spouse, including common-law or same-sex partner.

31.04.03 Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends, students or funerals in which the permanent Member plays an active part as a pallbearer, flower bearer, etc. shall be granted one (1) day per occasion without loss of pay and shall not be chargeable against sick leave credits.

31.04.04 Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends, students or funerals in which the temporary or replacement Member plays an active part as a pallbearer, flower bearer, etc. shall be granted one (1) unpaid day per occasion.

31.04.05 For absences in 31.04.01 and 31.04.03, additional days may be granted at the discretion of the Director or designate and will be charged against the Member's sick leave credits.

31.04.06 For absences in 31.04.02 and 31.04.04, additional unpaid days may be granted at the discretion of the Director or designate.

#### 31.05 **Special Leave**

31.05.01 Leave of absence on special grounds for not more than three (3) days in a year without loss of regular wages, benefits or seniority may be granted to permanent Members with the approval of the Director or designate and shall not be chargeable against sick leave credits. Such leaves may be granted for:

- essential personal matters that cannot be taken care of outside of working hours;
- personal reasons not including a person's business;
- family illness;
- up to one (1) day when the Member is scheduled to write an academic, trade or professional examination;
- one (1) day when the Member attends the Member's graduation;
- up to one (1) day when the Member attends the secondary or post-secondary graduation of the Member's spouse, child, step child, or grandchild;
- family involvement around the time of adoption or birth of a child;
- divorce and/or custody proceedings; and,
- to celebrate a recognized religious holy day.

31.05.02 Leave of absence on special grounds for not more than three (3) unpaid days in a year may be granted to temporary or replacement Members with the approval of the Director or designate. Such leaves may be granted for:

- essential personal matters that cannot be taken care of outside of working hours;
- personal reasons not including a person's business;
- family illness;
- up to one (1) day when the Member is scheduled to write an academic, trade or professional examination;
- one (1) day when the Member attends the Member's graduation;
- up to one (1) day when the Member attends the secondary or post-secondary graduation of the Member's spouse, child, step child, or grandchild;
- family involvement around the time of adoption or birth of a child;
- divorce and/or custody proceedings; and,
- to celebrate a recognized religious holy day.

31.05.03 In addition to 31.05.01, the Director or designate may grant leaves of up to one half day without loss of wages, special leave credits, benefits or seniority and shall not be chargeable against sick leave credits. Such a request shall not be unreasonably denied.

31.05.04 In addition to 31.05.02, the Director or designate may grant leaves of up to one half unpaid day for temporary or replacement Members.

#### **31.06 Quarantine, Jury Duty or Witness Duty**

31.06.01 For permanent Members, an absence occasioned by quarantine, jury duty or subpoena as a witness in any proceedings in which the Member is not the person who commences the action or application shall be granted to a Member without loss of regular wages, benefits or seniority and shall not be chargeable against sick leave credits. Any fees received by the Member as a juror or witness shall be remitted to the Board.

31.06.02 Absence occasioned by quarantine, jury duty or subpoena as a witness in any proceedings in which the Member is not the person who commences the action or application shall be granted to a temporary or replacement Member as unpaid days.

### **Article 32 Leave of Absence Without Pay**

32.01 A personal leave of absence without pay may be granted by the Director or designate to a permanent Member who has completed the probationary period, in accordance with the conditions set out in this article.

32.02 The period of leave granted under this article shall be for a period not to exceed one (1) year, subject to the availability of a suitable replacement.

32.03 Written requests for leave shall be submitted to the Director or designate and shall be received no later than three (3) months prior to the date on which the leave will begin. Notwithstanding the foregoing, written requests for leaves for a period not to exceed one (1) month shall be submitted to the Director or designate not later than six (6) weeks prior to the date on which the leave will begin.

32.04 During the leave, the Member shall not have access to sick leave usage or accumulation (article 31.01), vacation usage or accrual (article 25), leave plans (article 31) or paid holidays (article 24).

32.05 During the leave, a Member may continue participation in the benefit plans with the Member paying the full cost of premiums. The arrangement for benefits must be made prior to the commencement of leave and will govern the full period of the leave. In any event, benefits will be reinstated, when the Member returns from leave, at the same levels held by the Member prior to the commencement of the leave, in accordance with the Agreement at the time of return.

- 32.06 Long Term Disability premiums shall be based on the annual salary the Member last earned prior to the leave period.
- 32.07 The Member on a leave of absence may request an extension of the leave by notifying the Director or designate. Such notice shall be in writing and shall be received no later than six (6) weeks prior to the date the Member is scheduled to return from leave. Such a request shall not be unreasonably denied.
- 32.08 Subject to Articles 10, 11 and 19 (Job Posting, Transfers and, Layoff and Recall,) a Member returning from leave will be returned to the same position held by the Member prior to taking the leave or, if the position no longer exists, to an equivalent position, as agreed upon by the Bargaining Unit and the Board.

**Article 33      Union Release**

- 33.01 The Board shall grant release time to Union representatives in accordance with the terms and conditions set out in this Article.
- 33.02 Upon the written request of the Bargaining Unit President, or designate, the Board shall grant short term union release to Members of the Union for Bargaining Unit or provincial federation purposes. Such release time shall not normally exceed two (2) days at any one time and shall be taken in blocks of not less than one-half day. The actual time(s) of release time(s) shall be mutually agreed upon by the President, or designate, and the Director, or designate. Such release time shall be without loss of wages or benefits. In the event that a replacement Member is used to cover release time described above, the cost of the replacement Member shall be reimbursed by the Union.
- 33.03 In addition to the union release granted in clause 33.02, up to six (6) Members of the Bargaining Unit Collective Bargaining Committee shall be granted release time to attend Collective Bargaining preparation meetings as well as negotiation meetings with the Board. In the event that replacement Members are used to cover release time for Members to attend negotiation meetings with the Board, the cost of such replacement Members shall be shared by the Parties.
- 33.04 Release time shall be granted by the Board to Union representatives who are required to participate on Board committees which meet during the regularly scheduled work day of the Member. Subject to 33.05, in the event that a replacement Member is used to cover release time for such committee meetings, the Board shall pay for the cost of the replacement Member.
- 33.05 In addition to the union release granted in clauses 33.02 to 33.04 inclusive, the Board agrees that long term local release time shall be granted up to the equivalent of 1.50 full-time Members for the period of the term of office, to any Member who is elected as an officer of the Bargaining Unit. Approval for leave of a Member for less than full-time shall be subject to staffing requirements and the ability of the Board to accommodate these positions. The Bargaining Unit shall reimburse the Board for the wages and benefits of a replacement Member(s) required by the granting of such leave(s).
- 33.06 In addition to the leaves granted in clauses 33.02 to 33.05 inclusive, the Board agrees that release time shall be granted up to the equivalent of 1.00 full-time Member for the period of the term of office, up to two (2) years per occasion, to any Member who is elected as an officer of the Provincial O.S.S.T.F., or to a Member seconded to Provincial O.S.S.T.F. The Union shall reimburse the Board for any wages and benefits of the Member(s) granted such leave.
- 33.07 The notice of the Member's intention to run for provincial office shall be provided to the Director or designate prior to April 1 before the school year in which the release time will be required. The Member elected to such position shall notify the Board within ten (10) days of this election.

- 33.08 Subject to Article 19, Layoff and Recall, at the end of the period of the union release the Member shall return to the same position held by the Member immediately prior to the commencement of the leave of absence, if it still exists, or, if the position no longer exists, to an equivalent position, as agreed upon by the Bargaining Unit and the Board.
- 33.09 Subject to clauses 33.02, 33.03, 33.04, 33.05, and 33.06 leaves granted under this Article shall be without loss of wages, benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the Member.
- 33.10 The Board may grant a leave of absence up to two (2) years per occasion to a Member of the Bargaining Unit who has been elected as an officer at the provincial Union Level provided that:
- (a) the Union reimburses the Board for the cost of the Member's total salary, benefits and allowances;
  - (b) the notice of the Member's intention to run for provincial office is provided to the Director or designate prior to April 1 before the school year in which the release time will be required; and,
  - (c) the notice of the actual requirement for the release time is provided within ten (10) days of the office becoming confirmed for the Member.

**Article 34      Adoption/Parental Leave**

- 34.01 Upon written request, a leave of absence without loss of wages, benefits or seniority occasioned by and around the time of the birth or adoption of a child shall be granted to a permanent Member who is the parent of the child. Such leave shall be for a total of not more than three (3) days.
- 34.02 A further two (2) days of leave with pay may be approved, if requested by the Member, but shall be subtracted from the days available under Article 31.05, - Special Leave.
- 34.03 Upon written request, up to three (3) days of unpaid leave occasioned by and around the time of the birth or adoption of a child shall be granted to a temporary or replacement Member who is the parent of the child.

**Article 35      Statutory Parenthood Leaves**

- 35.01 Statutory Adoption, Pregnancy and Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000 as amended*, which sections are attached to the Agreement.
- 35.02 While on statutory leave, a permanent Member shall continue to accumulate seniority.
- 35.03 A permanent Member who returns to work at the expiration of the statutory leave shall be placed in the same position held by the Member prior to taking the leave or, if the position no longer exists, to an equivalent position, as agreed upon by the Bargaining Unit and the Board. Reinstatement from statutory leave under this article shall be without loss of seniority or benefits.
- 35.04 The Board shall not terminate the employment of or layoff any Member who is entitled to a leave of absence under this Article.
- 35.05 The Board shall continue to contribute its share towards the premium cost of the Member's benefits during the period of Statutory Parental Leave unless the Member gives the Board written notice that the Member does not intend to pay the Member's contributions. Beyond the statutory leave and for the remainder of the leave, the permanent Member may retain the Member's membership in any group plan by paying 100% of the premiums owing for that time period.
- 35.06 **Adoption Leave**  
When a permanent Member expects to adopt a child, that Member should inform the Supervisor as far in

advance of the adoption date as possible and request a leave in order to provide an orderly changeover.

**35.07 Pregnancy Leave**

When a permanent Member is pregnant, she should inform the Supervisor at least two months in advance of the expected birth date in order to provide an orderly changeover if a pregnancy leave is required. A Member who suffers a pregnancy related illness prior to the period of statutory pregnancy leave and who furnishes the Board with a certificate from a legally qualified medical practitioner shall qualify for sick leave. In that case, the Member will not be required to use pregnancy leave unless the Member so elects.

**35.08 Parental Leave**

Where a permanent Member is not entitled to a statutory pregnancy leave but is entitled to and wishes to take statutory parental leave, the Member should inform the Supervisor at least two school months in advance of the expected date the leave is required in order to provide an orderly changeover. As per the *Employment Standards Act*, where a Member takes a statutory pregnancy leave, the statutory parental leave will follow the pregnancy leave directly.

**Article 36 Non-Statutory Extended Parenthood Leave**

- 36.01 Upon written request, a non-statutory parenthood leave may be granted to a permanent Member at the discretion of the Director or designate for a period not to exceed two (2) years. The terms of such leave shall be in accordance with 32.04, 32.05, 32.06, 32.07, and 32.08 (Leave of Absence Without Pay).
- 36.02 The Member shall provide written notice to the Board at least six (6) weeks prior to the scheduled end of the leave indicating the start and end dates of the extended leave.
- 36.03 A Member who intends to resume employment earlier than the originally scheduled date of return, under this Article, shall advise the Board four (4) weeks prior to the requested date of return.
- 36.04 Reinstatement from extended Parenthood Leave under this Article shall be at the wage that the Member would be earning had the Member worked throughout the leave.

**Article 37 Self-Funded Leave**

- 37.01 (a) The Board agrees to make available a Self-Funded Leave Plan to enable permanent Members who have completed the probationary period to participate in a plan whereby n years earned pay will be distributed over n + 1 consecutive years.
- (b) Self-funded plans will be in accordance with the *Income Tax Act*, the Regulations thereunder, any applicable Revenue Canada Income Tax Rulings on deferred salary leave plans, O.M.E.R.S. requirements, T.P.P. requirements and any other legislation governing deferred salary leave plans.
- (c) In accordance with the provisions of O.M.E.R.S. or T.P.P., a Member may purchase credit for the period of absence but must assume the full cost of the credit purchase.
- (d) The period of salary deferral shall not be less than two (2) years nor shall it exceed six (6) years. The leave period shall be taken at the end of the salary deferral period. In all cases, the leave period shall be completed within seven (7) years from the enrolment in the plan.
- 37.02 **General Terms and Conditions**
- (a) The Board shall be responsible for accruing and distributing any monies required to permit the averaging of income by the Member. The payment of wages, benefits and Member's pension plan contributions shall be such that the Employer is not required to pay more money than it would have



been required to pay for the period(s) of active employment.

- (b) Subject to 37.02 (c) a Member enrolled in the plan shall continue to accumulate seniority during the period of the leave.
- (c) During the year of the leave, the Member shall not have access to sick leave usage or accumulation (article 31.01), vacation usage or accrual (article 25), leave plans (article 31), or paid holidays (article 24).
- (d) During the leave year a Member may continue participation in the benefits plans with the Member paying the full cost of premiums. The arrangement for benefits must be made prior to the commencement of leave and will govern the full period of the leave. In any event, benefits will be reinstated, when the Member returns from leave, at the same levels held by the Member prior to the commencement of the leave, in accordance with the Agreement at the time of return.
- (e) Long Term Disability premiums and any other fringe benefit premiums tied to wage levels shall be based on the annual salary the member last earned prior to the leave period.
- (f) The parties recognize that the legislative requirements for payroll deductions, such as income tax, O.M.E.R.S., T.P.P., employment insurance and Canada Pension, shall be applied in accordance with the Acts and Regulations in effect at the time. It is the Member's responsibility to make contributions that are optional. Notwithstanding the above, the Board shall make the normal deductions and remittances for these programs.
- (g) As Revenue Canada requires, the Member will be required to return to the employ of the Board for at least a period that is not less than the period of the leave of absence, after completion of the plan, unless the plan is cancelled prior to the year of leave.
- (h) Except where affected by the application of Articles 19, 10, and 11 (Layoff and Recall, Job Postings and Transfers) a Member returning from leave will be returned to the same position held by the Member prior to taking the leave or, if the position no longer exists, to an equivalent position, as agreed upon by the Bargaining Unit and the Board.

### 37.03 **Application Procedures**

- (a) Written application for participation in the plan must be submitted to the Director or designate no later than April 1 preceding the school year in which the Member wishes to begin the plan.
- (b) Written decision by the Director or designate shall be given to the Member no later than May 30, in the school year in which the application is made. Participation in the plan shall not be unreasonably denied.
- (c) A member participating in the Plan shall be required to sign an agreement with the Board setting out conditions of the Plan. A standard written agreement between the Board and the Member shall be completed by June 25.
- (d) Applications shall clearly state both the date the leave is to commence and the number of years prior to taking the leave. In all cases, the year of leave will be in the last year of the plan.

### 37.04 **Financial Arrangements**

- (a) In each year of membership in the plan preceding the year of the leave, the appropriate proportion of wages on a per pay basis for a specified number of years will be retained by the Board in trust for the Member to be paid out during the period of the leave. Interest earned on the deferred salary shall be consistent with the Board's usual financial practices.

(b) Such interest shall be held in the trust account for the Member and will be paid to the member during the year in which it is earned. During the period of the leave, the Board shall pay the Member the accumulated monies held in trust for the Member in accordance with the regular pay periods as per the provisions of the Agreement.

(c) A leave period may be deferred for compelling personal reasons, at the request of the Member and with the approval of the Board. Such request for deferral must be given in writing to the Director or designate by April preceding the next school year in which the leave was first scheduled to occur. Accordingly, this change in the amended plan will result in an adjustment to the annual percentage of wages deducted. In the event that a suitable replacement is not available for a Member who has been granted a leave, the Board may defer the period of leave. Notice of such deferral shall be given in writing by April 1 by the Director or designate preceding the school year in which the leave was first scheduled to occur. In this instance, a Member may choose to remain in the amended plan, resulting in an adjustment to the annual percentage of wages deducted, or may withdraw and receive any monies accumulated to the date of withdrawal. In the latter case, repayment shall be made within thirty (30) days of the date of withdrawal.

(d) In exceptional circumstances and with the approval of the Director or designate, a leave period may be deferred after April 1.

(e) In all cases, the leave period shall be completed within seven (7) years from the date of enrolment in the plan.

#### **37.05 Plan Withdrawal**

(c) A Member may apply to withdraw from the plan, as deemed acceptable under the governing legislation, before April 1st of the year prior to the September in which the leave is scheduled to commence. Such request is subject to the approval of the Director or designate and shall not be unreasonably denied. In exceptional circumstances and with the approval of the Director or designate, a Member may withdraw from the plan after April 1st.

(d) Payment of deferred income plus accumulated interest, as applicable, shall be made to a Member withdrawing, within thirty (30) days of the approved request.

(c) In the event of withdrawal from the plan under 37.05 (a), or in the event the Member is laid off, resigns or retires prior to the year of leave, the accumulated amount of deductions, plus accrued interest, will be paid to the Member in one lump sum within thirty (30) calendar days of notice of withdrawal, or the effective date of resignation, retirement, or redundancy.

(d) If the Member is placed on long term disability or dies prior to receiving the full amount of deferred income, any funds remaining in the account and accrued interest less required deductions, shall, upon receipt of the required legal consents and releases, be released to the Member or the executors or administrators of the Member's estate in one lump sum within thirty (30) days of the Board receiving official notice of the above.

37.06 A Member who, on December 31, 1997, was enrolled in a self-funded leave plan in accordance with the provisions of the collective agreements with the predecessor boards of the Avon Maitland District School Board shall continue on the plan until it is terminated.

### **Article 38 Health & Safety**

38.01 The Board recognizes its obligations to provide a safe and healthful environment for Members and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.

- 38.02 The Board shall ensure that a copy of the *Occupational Health and Safety Act* and its accompanying relevant Regulations shall be accessible to each Member in each workplace.
- 38.03 The Board agrees to provide any training that is necessary in order for a Member to safely carry out the Member's duties.
- 38.04 In the event that the above required training occurs outside of work hours, the hours of training shall be deemed time worked and appropriate compensation or lieu time, at the appropriate overtime rate shall be provided by the Board.
- 38.05 Every reasonable effort will be made to ensure that no Member works alone during personal care procedures. Personal care may include, but is not limited to, toileting, catheterization, cleaning and draining colostomies, and tube-feeding.
- 38.06 The Board shall provide all Members with the opportunity to receive immunization for all contagious diseases which the Medical Officer of Health deems to pose a threat during the performance of the Member's normal duties, where such vaccine is available, and at no cost to the Member. Where applicable, this cost will be covered by the Benefit Plan.
- 38.07 Where a Member who serves on the Joint Health and Safety Committee must be absent from work to perform the duties required by the OHS Act, a replacement may be hired by the Board.

**Article 39      Retraining and Upgrading**

- 39.01 Where the Board specifically requires a Member to take particular training in order to fill a position, the Board will pay the tuition cost, necessary travel expenses and/or a necessary living allowance. Other associated costs will be paid by the Board as agreed to between the Board and the Bargaining Unit.

**Article 40      Professional Development**

- 40.01 The Board shall make every reasonable effort to provide at least one (1) full day per school year for professional development in-service for all permanent Members. Such members shall be required to participate in the scheduled professional activity sessions. Cancellation of such activities will only occur with the mutual consent of the parties. The Board will determine the scheduled date each year that may coincide with board-wide professional activity days planned by other employee groups. The Board will pay each participating permanent Member for the Member's regular scheduled work day. Mileage and meal expenses are the responsibility of participating Members. The Bargaining Unit agrees to equally share the cost of hosting the professional activities with the Board. The Bargaining Unit will work with the Board in organizing appropriate professional activities.
- 40.02 Notwithstanding the above, if the school year calendars do not provide for a professional activity day common to both panels, occurring between the first and last instructional day of the school year, then the parties agree to schedule separate professional activity days by panel, to occur on designated Board professional activity days which occur between the first and last instructional days of the school year.
- 40.03 Permanent Members will observe as regular work days any professional activity days that occur between the first and last instructional days as per the applicable school year calendar.
- 40.04 Subject to 40.01, permanent Members observing professional activity days as regular work days under 40.03 above, may request for the consideration of the Administrator of Human Resources to observe a professional activity day as a vacation, unpaid or lieu day.

- 40.05 Normally replacement and temporary Members would observe professional activity days as unpaid days; however, any replacement or temporary Members who are required by the Board to attend the professional activity days shall be paid for that day for the Member's normal hours of work.

**Article 41      Contracting Out**

- 41.01 It is agreed that no Member will be laid off or have a reduction in hours as a result of any contracting out during the lifetime of this Agreement.

**Article 42      Use of Volunteers and Co-op Students**

- 42.01 The Board shall not lay off or reduce the hours of a permanent Member as a direct result of the use of volunteers, co-op students or work fare recipients during the term of this Agreement.
- 42.02 Should a strike or lock-out involving Members occur, co-op students and volunteers working directly with Members shall be reassigned.
- 42.03 Unless legislation mandates to the contrary, workfare participants will not be used to replace existing Members of the Bargaining Unit.

**Article 43      No Discrimination**

- 43.01 No Member shall be discriminated against with respect to terms or conditions of employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, or union membership/activity. Where such items appear in the Ontario Human Rights Code, their definitions shall be as defined in the Code.

**Article 44      Harassment**

- 44.01 The Board agrees to consult with the Bargaining Unit in the development or modification of procedures which address harassment in the workplace.

**Article 45      Pay Schedule**

- 45.01 Permanent Members shall normally be paid every two (2) weeks.
- 45.02 Temporary and replacement Members shall normally be paid on a monthly basis.
- 45.03 It is agreed that all Members shall be paid by Direct Deposit to the Member's credit in a branch of a chartered bank, Credit Union, or trust company.

**Article 46      Pay Equity**

- 46.01 The parties agree to maintain the Pay Equity Plan established on October 20, 2001.
- 46.02 The Avon Maitland DSB/OSSTF Pay Equity Job Evaluation System (GNCS) and the Pay Equity Act shall be followed to maintain the Pay Equity Plan between the Board and the Bargaining Unit.

- 46.03 All requests for maintenance of the Pay Equity Plan must be made, in writing, to the Director or designate from the Bargaining Unit President.
- 46.04 When the skills, effort, responsibilities and/or working conditions of an existing female job class have been altered, the Bargaining Unit shall have the right to request, in writing, a review of the job class.
  - 46.04.01 Such request, identifying the change in circumstances of the job class, shall be forwarded to the Pay Equity Joint Steering Committee for consideration.
  - 46.04.02 Should the Joint Steering Committee deny the request for review, a written explanation shall be forwarded to the applicant(s).
  - 46.04.03 Should the Joint Steering Committee refer the the review to the Joint Job Evaluation Committee, that committee shall follow the job evaluation process as outlined in the Terms of Reference for the AMDSB/OSSTF Pay Equity Job Evaluation System.
  - 46.04.04 Should there be a wage rate adjustment, the new wage rate will be effective as of the date of the commencement of the change in circumstance of the job class, as agreed to by the Union and the Board.
- 46.05 All decisions of the Joint Steering Committee shall be final and binding on all parties and shall not become the subject of a grievance.

**Article 47      Duration**

- 47.01 This agreement shall be in effect from July 1, 2000 and shall continue in force up to and including August 31, 2002, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

Signed on behalf of The Bargaining  
Unit - OSSTF-OCTEA this

Signed on behalf of the Board this

\_\_\_\_\_ day of \_\_\_\_\_, 2002

\_\_\_\_\_ day of \_\_\_\_\_, 2002.

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LETTER OF UNDERSTANDING

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF)  
DISTRICT 8  
OFFICE, CLERICAL, TECHNICAL AND EDUCATIONAL ASSISTANTS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

The Parties agree that because of extenuating transportation issues the Members of this Bargaining Unit may be required to work between the hours of 7:30 a.m. and 4:30 p.m. at Listowel District Secondary School.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario this \_\_ day of \_\_\_\_\_, 2002.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-OCTEA:

Signed and agreed on behalf of the Board:

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LETTER OF UNDERSTANDING

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF)  
DISTRICT 8  
OFFICE, CLERICAL, TECHNICAL AND EDUCATIONAL ASSISTANTS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

Re: Job Security

Notwithstanding Article 13.01 and Article 19, (Lay-off and Recall), permanent Members employed by the Board as at January 1, 1998 shall see no reduction in regular weekly hours of work effective from the date of ratification of this collective agreement until a new collective agreement has been negotiated, except with the written consent of the Member, or except where the Member chooses to move into a position of fewer hours per week.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2002.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-OCTEA:

Signed and agreed on behalf of the Board:

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LETTER OF UNDERSTANDING

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF)  
DISTRICT 8  
OFFICE, CLERICAL, TECHNICAL AND EDUCATIONAL ASSISTANTS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

Re: Apprenticeship Programs

The Board agrees to consult the Union prior to the Board participating in any apprenticeship program that affects this Bargaining Unit.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario this \_\_ day of \_\_\_\_\_, 2002.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-OCTEA:

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Signed and agreed on behalf of the Board:

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LETTER OF UNDERSTANDING

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF)  
DISTRICT 8  
OFFICE, CLERICAL, TECHNICAL AND EDUCATIONAL ASSISTANTS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

For the purposes of Pay Equity, the parties agree that the position of AV tech will remain on the wage grid only for the duration of this Collective Agreement or until such time as the parties agree to a replacement male comparator job classification, whichever comes first.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario this \_\_ day of \_\_\_\_\_, 2002.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-OCTEA:

Signed and agreed on behalf of the Board:

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LETTER OF UNDERSTANDING

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF)  
DISTRICT 8  
OFFICE, CLERICAL, TECHNICAL AND EDUCATIONAL ASSISTANTS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

An OCTEA Staffing Advisory Committee shall be established by May 15, 2002 to provide input regarding the staffing requirements of the system for the upcoming school year. The Committee shall be comprised of equal representation from the Board and the Bargaining Unit as follows:

- President, or designate, of the Bargaining Unit
- Grievance Office of the Bargaining Unit
- Chief Negotiator of the Bargaining Unit
- Administrator of Human Resources
- two other representatives of Administration

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario this \_\_\_ day of \_\_\_\_\_, 2002.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-OCTEA:

Signed and agreed on behalf of the Board:

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LETTER OF UNDERSTANDING

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF)  
DISTRICT 8  
OFFICE, CLERICAL, TECHNICAL AND EDUCATIONAL ASSISTANTS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

Health and Safety issues have been identified by the Union as a major concern during negotiations. The Parties agree that a Labour-Management Committee shall meet prior to May 30, 2002 to develop a document informing Members regarding Health and Safety issues, for distribution in September 2002.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario this \_\_ day of \_\_\_\_\_, 2002.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-OCTEA:

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Signed and agreed on behalf of the Board:

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**Appendix A - Employment Standards Act, 2000  
with respect to Pregnancy and Parental Leave**

S.O. 2000, c. 41

Amended by: 2001, c. 9, Sched. I, s. 1.

As of September 4, 2001.

**PART XIV  
LEAVES OF ABSENCE**

**Definitions**

45. In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and "child" has a corresponding meaning; ("père ou mère")

"same-sex partner" means either of two persons of the same sex who live together in a conjugal relationship outside marriage; ("partenaire de même sexe")

"spouse" means,

(a) a spouse as defined in section 1 of the Family Law Act, or

(b) either of two persons of the opposite sex who live together in a conjugal relationship outside marriage. ("conjoint") 2000, c. 41, s. 45; 2001, c. 9, Sched. I, s. 1 (9).

**Pregnancy Leave**

**Pregnancy leave**

46. (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment. 2000, c. 41, s. 46 (1).

**When leave may begin**

(2) An employee may begin her pregnancy leave no earlier than the earlier of,

(a) the day that is 17 weeks before her due date; and

(b) the day on which she gives birth. 2000, c. 41, s. 46 (2).

**Exception**

(3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage. 2000, c. 41, s. 46 (3).

**Latest day for beginning pregnancy leave**

(3.1) An employee may begin her pregnancy leave no later than the earlier of,

(a) her due date; and

(b) the day on which she gives birth. 2001, c. 9, Sched. I, s. 1 (10).

**Notice**

(4) An employee wishing to take pregnancy leave shall give the employer,

(a) written notice at least two weeks before the day the leave is to begin; and

(b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date. 2000, c. 41, s. 46 (4).

#### Notice to change date

- (5) An employee who has given notice to begin pregnancy leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
  - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 46 (5).

#### Same, complication, etc.

- (6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,
- (a) written notice of the day the pregnancy leave began or is to begin; and
  - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
    - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
    - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage. 2000, c. 41, s. 46 (6).

#### End of pregnancy leave

47. (1) An employee's pregnancy leave ends,
- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
  - (b) if she is not entitled to parental leave, on the day that is the later of,
    - (i) 17 weeks after the pregnancy leave began, and
    - (ii) six weeks after the birth, still-birth or miscarriage. 2000, c. 41, s. 47 (1).

#### Ending leave early

- (2) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave. 2000, c. 41, s. 47 (2).

#### Changing end date

- (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
  - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 47 (3).

#### Employee not returning

- (4) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 47 (4).

#### Exception

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 47 (5).

### Parental Leave

#### Parental leave

48. (1) An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a

child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (1).

#### When leave may begin

(2) An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (2).

#### Restriction if pregnancy leave taken

(3) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time. 2000, c. 41, s. 48 (3).

#### Notice

(4) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin. 2000, c. 41, s. 48 (4).

#### Notice to change date

(5) An employee who has given notice to begin parental leave may begin the leave,  
(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or  
(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 48 (5).

#### If child earlier than expected

(6) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,  
(a) the employee's parental leave begins on the day he or she stops working; and  
(b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work. 2000, c. 41, s. 48 (6).

#### End of parental leave

49. (1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise. 2000, c. 41, s. 49 (1).

#### Ending leave early

(2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave. 2000, c. 41, s. 49 (2).

#### Changing end date

(3) An employee who has given notice to end his or her parental leave may end the leave,  
(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or  
(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 49 (3).

#### Employee not returning

(4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 49 (4).

#### Exception

(5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000,



c. 41, s. 49 (5).

**SUBJECT: SICK LEAVE CREDIT PLAN**

**POLICY:** That the Perth County Board of Education maintain a sick leave credit plan.

**ACCOUNTABLE**

**FOR POLICY:** Administrator of Human Resources and Legal Counsel

**ADOPTED:** September 1, 1977 Applicable to permanent employees hired prior  
**EFFECTIVE:** September 1, 1977 to and including **May 24, 2000** in the former  
**REVISED:** November 17, 1992 Perth County Board of Education as well as new permanent  
employees hired after **May 24, 2000**.

**REVIEW BY:** 1996-97

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**POLICY REGULATION:**

This policy 3:11, as revised, supersedes and replaces all previous plans and is to be effective September 1, 1977.

**SICK LEAVE CREDIT RETIREMENT GRATUITY PLAN**

**Part 1: General**

(a) The Board's Sick Leave Credit Retirement Gratuity Plan set out below supersedes and replaces all other Retirement Gratuity Plans of the Perth County Board of Education and its predecessor boards covering classification of employees stated in Part, 1, Paragraph 5, of the SICK LEAVE CREDIT PLAN described in Policy 3:11, and the only retirement gratuity benefits that might be payable by the Perth County Board of Education are by virtue of this Plan, except as might be otherwise expressly agreed in collective agreements between the Board and certain employee groups. This gratuity plan does not apply to part-time employees in any classification.

**Part 2: Eligibility**

- (b) (a) An employee having at least ten years' continuous full-time employment immediately prior to retirement, with the Perth County Board of Education or the boards for which the Perth County Board of Education assumed assets and liabilities, who retires from employment for reasons acceptable to the Board, shall have their salary continued for a period equal to 50% of their accumulated sick leave credit for the continuous period by payment hereunder shall not exceed one-half of the annual salary rate of the employee for the year immediately preceding the retirement. In this Part, the term "salary rate" shall be interpreted as being the normal rate of pay (excluding overtime, shift premium, fringe benefits, etc.) during the year immediately preceding retirement and shall be averaged if the rate changed during the year.
- (b) Acceptable reasons for retirement shall be:
- (i) Age 65 or older for any employee;
  - (ii) Retirement at the request of the Board (not to be interpreted as dismissal);
  - (iii) Qualification for Normal Retirement Pension under O.M.E.R.S.;
  - (iv) Forty years' teaching service, acceptable to the Teachers' Superannuation Commission or qualifications under the Teachers' Superannuation Act for an "A" pension;
  - (v) Qualifications under the Teachers' Superannuation Act for a "B" pension;

(vi) Qualifications under the Teachers' Superannuation Act for a "C" pension.

3. (a) Calculation of Retirement Gratuity shall be as follows:

$$\text{Maximum Retirement Gratuity} - \frac{\text{accum. sick leave} \times \text{salary rate}}{2} \quad 240^*$$

(\*or 200 if based on 10 months)

Actual Gratuity payable shall not be greater than the allowance in the following schedule:

<u>Years of Service</u>	<u>Maximum Allowance</u>
10	20%
11	22%
12	24%
13	26%
14	28%
15	30%

and for each additional year of continuous service a further 2% up to a maximum allowance for twenty-five (25) years and over, 50% of annual salary rate of the employee for the year immediately preceding retirement.

- (b) A gratuity shall be paid in not more than two payments within one year of the employee's retirement.
- (c) In the event of death of an employee who has retired, any gratuity owing but unpaid in accordance with the foregoing terms and conditions shall be paid to his legal representative.
- (d) The Board agrees that effective November 20, 2000, the divisor of two hundred (200) days will be used in the sick leave gratuity calculation for ten (10) month employees covered under the former Perth County Board of Education Sick Leave Credit Retirement Gratuity Plan, which covers permanent employees hired prior to May 24, 2000 in the former Perth County Board of Education as well as permanent employees hired after May 24, 2000.

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## Appendix C - Huron Sick Leave Gratuuity Plan

Applicable to permanent employees hired prior to and including May 24, 2000 in the former Huron County Board of Education.

### ARTICLE X - SICK LEAVE AND WELFARE

10.01 (c) Upon termination of employment for any reason, employees having twelve (12) or more years continuous service with the Board or one (1) of its predecessor Boards shall be entitled to receive a cash settlement of sick leave accumulation. This cash settlement will be based on the annual salary of the Employee for the twelve (12) months immediately preceding retirement exclusive of overtime and vacation pay and the ratio sick leave accumulation to the total possible sick leave accumulation. If an employee leaves the employment of the Board, receives a payment under this clause, and later returns, there will be no further cash settlement upon retirement. If an employee should die while in the employ of the Board, such cash settlement will be made to the estate of the employee. In no instance can an employee receive a greater gratuity than one-half (½) his/her annual salary at time of retirement.

Payment shall be based on the following formula

$$\frac{\text{S.A.}}{\text{P.S.A.}} \quad \times \quad \frac{\text{S}}{2}$$

S.A. = Unused sick leave accumulation

P.S.A. = Total possible sick-leave accumulation

S = Actual salary for the twelve (12) months immediately preceding retirement exclusive of overtime and vacation pay

Upon termination of employment as a result of compulsory retirement at age 65, an employee shall be entitled to receive a pro-rated cash settlement of sick leave accumulation if the individual has more than five (5) continuous service but less than twelve (12) years of service.