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COLLECTIVE AGREEMENT

BETWEEN

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST
(hereinafter referred to as "The Employer")

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION,

REPRESENTING

THE EDUCATIONAL ASSISTANTS
(hereinafter referred to as "The Local")

OF DISTRICT SCHOOL BOARD ONTARIO NORTH EAST

for the period

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

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ARTICLE 1 - PURPOSE

- 1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Board and its employees represented by the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship with the Board and its employees, to make provisions herein for wages, employee benefits, hours of work and working conditions and to provide an orderly method of settling grievances under this agreement which may arise from time to time.

ARTICLE 2 – UNION MEMBERSHIP

- 2.01 All employees of the Board, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and by-laws of the Union.
- 2.02 New employees shall be required to join the Union when they commence employment.
- 2.03 The Board agrees to deduct from every employee such regular monthly union dues as have been levied by the Union and duly advised to the Employer through the Treasurer of the Board.
- 2.04 **All** sums deducted, together with a record of those from whom deductions have been made, SIN numbers, shall be forwarded to the Provincial Treasurer of the Union not later than the 15th day of the month following.
- 2.05 The employer agrees to deduct from each pay cheque a local levy. The amount of the levy will be communicated to the Board in writing by the President of the Union in June of each year for the up coming year. The Board agrees to remit monies collected under this provision to the local Union office on a monthly basis.
- 2.06 Any monies deducted under 2.03 and 2.05 shall be reflected as a deduction on the employees' T4 slip as permitted by Revenue Canada.
- 2.07 The Union 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.
- 2.08 New employees shall be presented with a copy of the Agreement by the Board on commencement of employment and will be advised that a copy is available at www.dsb1.edu.on.ca/docushare.

ARTICLE 3 – RECOGNITION

- 3.01 The District School Board Ontario North East, (hereinafter referred to as the “Board”), recognizes the Ontario Secondary School Teachers Federation, (hereinafter referred to as the “Union”) as the sole bargaining agent of all Educational Assistants employed by the District School Board Ontario North East (Board), save and except Attendance Counsellors, Child and Youth Workers, students employed during the school year in a Co-op capacity, and supply/casual employees.
- 3.02 The Board recognizes the right of the Union to authorize the Local to act as an agent of the Union in all matters relating to the negotiation, interpretation, administration, and application of this Agreement on behalf of all Educational Assistants covered by this Agreement.
- 3.03 The Board recognizes the right of the Local to receive assistance from the Union, or any other duly authorized agent, to assist in all matters pertaining to the negotiation and administration of this Agreement.
- 3.04 The Board recognizes the right of the employee to be represented by the Union at any meeting when discipline or corrective counselling is being administered.
- 3.05 Educational Assistant means a person employed by the Board assigned to work under the supervision of a teacher, Principal or a team of teachers.
- 3.06 Supply Educational Assistant means a person employed by the Board on a casual basis for replacement of members absent for a period less than 10 consecutive working days due to illness or accident or for the replacement of members on leave of absence. Supply Educational Assistants are not members of the Bargaining Unit.
- 3.07 Casual Educational Assistant means a person employed by the Board on a casual basis for replacement of members absent for a period of 10 consecutive days or more due to illness or accident or for the replacement of members on leave of absence. A Casual Educational Assistant will not be employed for more than ninety (90) consecutive working days without the consent of the parties. Casual Educational Assistants are members of the Bargaining Unit and have all rights and obligations of the Collective Agreement with the exception of, Article 20 – Benefits, Article 29 – Seniority, Article 30 - Recall and Article 34 – Severance Allowance.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes that it is the function of the Employer to exercise all the regular and customary functions of management including direction of the working forces of the Employer, subject to the terms of this Agreement.
- 4.02 The employer and the bargaining unit agree that their rights and responsibilities shall be exercised in a manner that is fair, reasonable, and equitable, and consistent within the collective agreement and the prevailing statutes.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 Every Educational Assistant has a right to equal treatment with respect to the employment and promotion without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, gender, age, sexual orientation, marital status, family status or disability.

ARTICLE 6 – CONTRACTUAL COMMUNICATION

- 6.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Director of Education/designate and the Local President of the Union/designate.
- 6.02 The Board agrees to bear the expense of printing and to provide each Educational Assistant with a copy of the current collective agreement and to post the collective agreement at www.dsb1.edu.on.ca/docushare.
- 6.03 The Union President shall be notified of all postings, appointments, hirings, lay-offs, re-hirings, and terminations of employment.

ARTICLE 7 – POSTING OF VACANT POSITIONS

- 7.01 Positions that become vacant during the school year or a position that is newly established shall first be offered to Educational Assistants on the recall list in order of seniority provided the employee possesses the skill, ability, and qualifications to do the available work.
- 7.02 If the position is not filled (excluding replacement of staff for a period of time less than 6 months) such position shall be offered to part-time Educational Assistants who possess the skill, ability, and qualifications to meet the needs of the student/program. This vacancy shall be posted internally as part of the spring staffing process, provided it is to continue the next school year.
- 7.03 When a vacancy occurs or a new position is created the employer shall post a notice of the position within ten (10) working days of becoming vacant, in a suitable location at each work location and board office, for a minimum of six (6) working days in order that all employees covered by this agreement will be advised of the position and be able to make written application for same.
- 7.04 During summer months the employer will advertise internal postings in the appropriate newspapers. Employees may go to the Board's website to inquire about job vacancies and if interested in such positions may fax their application to the Board Office at no cost to the employee.
- 7.05 The parties hereto recognize the principle of promotion having regard to service with the Board. Job opportunities should increase in proportion to the length of service provided the employee has the skill, ability and qualifications to do the available work. Therefore where skill, ability and qualification to do the available work are equal, seniority shall govern in accordance with the provision of the seniority list according to this Agreement.

- 7.06 If requested by the unsuccessful applicant, the immediate supervisor will inform the applicant, the reasons the applicant was not selected and if possible suggest methods of improvement for subsequent job applications.
- 7.07 In applying for postings of vacant positions, members shall be given preference according to (a) their entities; (b) their geographical zones; (c) their family of schools: and finally, (d) on a Board wide basis.
- 7.08 When a temporary vacancy occurs which is anticipated to exceed three (3) months, but less than the current school year, the employer, after meeting its obligation under Article 7.03 , will post the vacancy for part time employees in a suitable location in each work location for a minimum of six (6) working days. Only the original position shall be posted. Upon the completion of the temporary assignment, the employee shall be returned to his/her former position.
- 7.09 All vacancies and new positions will be posted with internal postings first, then external. If time is of the essence and both parties agree, both postings may run at the same time with internal applications given priority.
- 7.10 Any change from a part-time position to a full-time position or the reverse will be considered a new position. The position will be posted and filled according to the collective agreement.
- 7.11 The Board will forward the name and location of the successful candidate to the President of the Bargaining Unit.

ARTICLE 8 – PROBATIONARY PERIOD

- 8.01 A newly hired employee shall work a probationary period of three-hundred and twenty-four (324) working hours from the date of last hire. During the probationary period, the employee shall be entitled to all rights and benefits of the collective agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

ARTICLE 9 – GRIEVANCE PROCEDURES

- 9.01 **Definition of Grievance**
Grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 9.02 An employee shall have the right to have present a representative from O.S.S.T.F. to assist the member at any stage of this grievance and arbitration procedure.

9.03 A day in the grievance procedure shall mean a working day other than Saturday, Sunday or a recognized holiday or a day falling within the school recess periods.

Policy Grievance

The Union or the Board shall have the right to file a grievance against the other based on a difference directly between them arising out of the interpretation or alleged violation of any terms of this agreement. A Policy grievance shall not include any matter which an employee would be personally entitled to grieve. Any grievance by the Board or the union as provided in this paragraph shall be commenced within (ten) working days after the circumstances giving rise to the grievance have occurred when the Board or the Union becomes reasonably aware of the occurrence giving rise to the grievance.

Group Grievance

The Union or the Board shall have the right to file a grievance against the other based on a difference directly between them arising out of the interpretation or alleged violation of any terms of this agreement. A Group grievance shall not include any matter which an employee would be personally entitled to grieve. Any grievance by the Board or the union as provided in this paragraph shall be commenced within (ten) working days after the circumstances giving rise to the grievance have occurred when the Board or the Union becomes reasonably aware of the occurrence giving rise to the grievance.

9.04 **Complaint Stage**

An employee, with the concurrence of the Bargaining Unit, may, within twenty (20) days of the employee becoming reasonably aware of the occurrence giving rise to the grievance, initiate a complaint with the Principal or immediate supervisor who shall answer the complaint in writing within five (5) days after receipt of the complaint.

9.05 **Grievance Procedure -Individual**

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 to resolve the matter with the immediate supervisor have failed.

9.06 **Step 1**

If the reply of the principal or immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, the Bargaining Unit shall initiate a written grievance within twenty (20) days to the Regional Superintendent or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

A copy of the written grievance shall be sent to the Director of Education or designate.

The grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Agreement; and
- (ii) the clauses in the Agreement alleged to be violated; and
- (iii) the relief sought; and

(iv) the signature of the duly authorized official of the Bargaining Unit.

9.07

Step 2

If the reply of the Regional Superintendent or designate is unacceptable to the Bargaining Unit, it shall within ten (10) days of the receipt of the reply, so notify the Director of Education or designate who shall, after consultation with the Board, answer the grievance in writing within the ten (10) days after the next meeting of the Board.

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, it shall then apply for arbitration within twenty (20) days of the receipt of the reply.

9.08

Grievance Procedure - Party

In the case of all other grievances by a party (including those on behalf of a group of employees, all the employees, an individual employee, a retired member or a deceased member), the party making the grievance shall take the following steps in sequence to resolve the matter.

9.09

Step 1

The Bargaining Unit shall make a written grievance to the Director of Education or a designate, or the Secretary of the Board, as the case may be, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall contain:

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

9.10

Step 2

If the reply of the Director of Education or designate is not acceptable to the party making the grievance, that party shall then apply for arbitration within twenty (20) days of the receipt of the reply.

9.11

Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by requesting the appointment of a Settlement Officer, in accordance with Section 48.5 of the Ontario Labour Relations Act, 1985.

The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to request a Settlement Officer.

Upon written notification of either party to the other party indication that the party no longer agrees to the use of a Settlement Officer, the timelines in the grievance procedure shall continue from the point at which they were frozen.

9.12

Arbitration

Either party, by mutual consent, may refer the grievance to a single arbitrator, as per the Ontario Labour Relations Act and will provide the other party with the names of three (3) arbitrators. If no agreement can be reached on the

appointment of an arbitrator, the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator. Failing to reach mutual consent to refer a grievance to a single arbitrator, the grievance will be referred to a Board of 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 Minister of Labour upon the request of either party.

The Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with any Act or Regulation thereunder or the provisions of this Agreement, or to alter, modify, or amend any part of this Agreement.

There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this agreement.

Should the investigation or processing up to the hearing of a grievance require that the grievor(s) or Bargaining Unit representative(s) or witnesses be released from his/her regular duties, he/she shall be released without reduction in salary, allowances, benefits, increment, experience, or cumulative sick leave credits.

Each Party shall bear the fee and/or expense of its appointee to the Arbitration Board and any fees and/or expenses of the chairman shall be borne equally by the Parties.

Each Party shall bear its own expenses respecting appearances at hearings of the Arbitration Board. The Bargaining Unit shall pay for the cost of any temporary replacements(s) if necessary.

Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

Time restrictions may be extended if mutually agreed in writing. Failure of one party to comply with the time limits or any agreed upon extension of one party to comply with the agreed upon extension shall result in the grievance proceeding to the next step.

Grievances initiated and being processed under previous collective agreements between the parties shall be dealt with under the grievance and arbitration procedure set out in the agreement under which the grievance was initiated.

The time limits stipulated in 9.06 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous

school year. Such grievance may be initiated at any time up until and including *August 31* during the current school year.

No person may be appointed as an Arbitrator or member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

ARTICLE 10 – JUST CAUSE

- 10.01 No member shall be demoted, disciplined, or discharged without just cause.
- 10.02 The parties agree that for probationary employees, a lesser standard for discharging employees shall apply.
- 10.03 "Discipline" shall mean:
- (i) a letter of reprimand, or
 - (ii) suspension with or without loss of pay, or
 - (iii) loss of pay
- 10.04 A member subject to disciplinary action, other than a verbal warning, for whatever cause, shall be informed in writing of the disciplinary action stating the reasons for such action.

ARTICLE 11 – BULLETIN BOARDS

- 11.01 The employer shall provide a Bulletin Board for the posting of Union notices thereon. All Union-notices posted thereon shall be signed by an Officer of the Union and shall be approved by Management before posting. Such approval shall not unreasonably be withheld.

ARTICLE 12 – HEALTH AND SAFETY

- 12.01 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.
- 12.02 The Employer shall provide protective equipment and protective clothing to employees who require it to do their job safely.

ARTICLE 13 – MEDICAL PROCEDURES

- 13.01 A member shall not be required to administer medication or perform health support services unless these activities are specific requirements included in their assigned duties and for which they have been trained. The Board recognizes its obligation to provide adequate insurance coverage for Educational Assistants.

ARTICLE 14 – NO STRIKES OR LOCKOUTS

14.01 The Board agrees that there shall be no lockout of any employees and the Local agrees that there shall be no strike during the life of this agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act, as amended from time to time.

ARTICLE 15 – SCHOOL HOLIDAYS

15.01 The Employer recognizes the following as paid holidays for all employees:

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

ARTICLE 16 – VACATION PAY

16.01 All employees shall be entitled to vacation pay at the employee's regular rate of pay as follows:

Length of continuous service As of June 30	Gross pay for all hours worked
Less than three years	4%
Three to seven years	6%
Seven to fifteen years	8%
Fifteen to twenty-five years	10%
After twenty-five years	12%

16.02 Employees currently enjoying a better entitlement shall continue at their current rate and then follow the new schedule to their next vacation entitlement.

16.03 Vacation Pay in accordance with Article 16.01 shall be paid on each pay date.

ARTICLE 17 – INCLEMENT WEATHER

17.01 When weather conditions make it impossible for an Educational Assistant to reach the employee's workplace, as per the Board Policy there will be no pay deductions or loss of other entitlements under this collective agreement.

ARTICLE 18 – PERSONNEL FILES

18.01 An employee shall have access during normal business hours to his/her personnel file upon prior written request and in the presence of a supervisory officer or other person(s) designated by the Director. The employee may copy any material contained in the file.

18.02 When an employee disputes the accuracy or completeness of any such information,

he/she shall do so in writing and this information shall be added to the file. Subject to written notification, the Board will correct any personal data which reflects the employee's current status.

ARTICLE 19 - LEAVES

19.01 For all paid leaves there will be no loss to the employee of salary, benefits or seniority.

19.02 **LEAVE FOR UNION BUSINESS**

Upon written application to the Board by the Bargaining Unit, the Board through the Director of Education or a designate, will grant up to one (1) full time equivalent Union Leave. Additional Union Leave may be granted by the Director/or designate and such granting of leave shall not be unreasonably withheld.

The Bargaining Unit shall reimburse the Board for the cost of any replacement worker used to cover the employee taking Union Leave.

The Board will grant leave for designated member(s) of the Bargaining Unit for Union duties. The cost incurred of these long-term leaves will be borne by the Bargaining Unit who shall reimburse the Board at the cost of the replacement worker.

Leaves referred to above shall be without reduction in pay, allowances, benefits, increment, experience, seniority or cumulative sick leave credits.

The employee(s) on Union Leave shall retain all rights outlined in this Agreement as though he/she/they were working full-time.

Up to three (3) employees required for grievance, arbitration, and/or mediation shall be granted leave without reduction in pay, allowances, benefits, increment, experience, seniority, or cumulative sick leave credits. The Board shall provide and pay for a temporary employee to replace the said union member(s). Time off shall not be granted at Board expense to prepare for grievance, arbitration, and or grievance mediation.

There shall be no reprisals of any kind taken against any person(s) because of participation in negotiations, grievance, arbitration, and/or mediation, or because of the carrying out of union duties.

19.03 **LEAVE FOR NEGOTIATIONS**

The respective negotiating teams of the parties to this agreement may number up to five (5) persons, excluding persons acting on behalf of or assisting the teams. Time off at the Board expense shall not be granted to prepare for negotiations. Employees who are members of the Bargaining Unit's negotiating team shall be treated in all respects during time spent negotiating as if they were actively at work.

19.04

SICK LEAVE

Employees regularly employed for at least seventeen point five (17.5) hours per week shall be granted cumulative sick leave with pay at the rate of two (2) days per month at the start of each month while actively at work, on paid leave, or Worker's Safety Insurance Board, prorated for part-time employees up to a maximum of two hundred and sixty (260) days, which will be governed by the following articles:

An employee who is regularly employed for at least seventeen point five (17.5) hours per week may receive pay for absence caused by illness or non-compensable accident up to the amount of one hundred percent (100%) of the unused sick leave credits. Pay out of credits shall be pro-rated for part-time employees.

Sick leave access for any absence for a period of five (5) consecutive working days or less may be approved by the school principal. A medical certificate for the illness or non-compensable accident shall be required by the Board after five (5) consecutive days of absence. If the employer requests a medical certificate for less than five (5) consecutive days, and the employer shall pay for the medical certificate. Where an Employee is absent for illness for more than twenty (20) consecutive working days, the Director or designate may require that a certificate be submitted by a licensed medical practitioner before the Employee shall be entitled to payment under the Sick Leave Plan.

The employer shall keep a record of the credits, accumulated credits and deductions therefrom. The sick leave credit accumulation of any predecessor Board shall be recognized and included in the sick leave accumulation up to a maximum of two-hundred and sixty (260) days.

At the commencement of employment, and at the beginning of each school year, the Educational Assistant's sick leave account shall be credited with two (2) days sick leave per month up to a maximum of twenty (20) per year.

Where an Educational Assistant commences employment after the beginning of the school year, the two (2) sick days per month shall be prorated.

An employee shall be entitled to receive a statement of his/her cumulative sick leave credit by September 30 of each year. An employee should report any discrepancy by October 31.

At the end of the school year, the unused balance of the sick leave will be credited to the employee's sick leave account.

On leaving the employment of the Board, an employee shall be entitled to receive a statement of his/her cumulative sick leave.

19.05

Quarantine Leave

Leave with pay and without deduction from sick leave shall be granted to an employee for a period of quarantine when declared by the medical officer of health.

- 19.06 **Bereavement Leave**
All employees shall be granted up to five (5) days leave without loss of salary or benefits to attend the funeral of a parent, wife, husband, sister, brother, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, step parent, step child and grandchild, son-in-law and daughter-in-law. All employees shall be granted up to three (3) days leave without loss of salary or benefits to attend the funeral of an aunt, uncle, niece and nephew. The board may grant a maximum of two (2) additional days travelling time.
- 19.07 **Compassionate Leave**
Compassionate leave with pay shall be granted to a maximum of five (5) days per year, for medical attendance of a serious illness in the case of immediate family, upon written application to the immediate Supervisor. Immediate family shall be defined as spouse, child, parent, sibling, grandparent, Step parent, step child,, grandchild, mother-in-law, father-in-law. Compassionate leave may be granted consecutively with bereavement leave in consultation with the superintendent of schools. The Board reserves the right to request satisfactory proof that the illness is serious from a licensed medical practitioner.
- 19.08 **Graduation Leave**
A leave of absence of one (1) day with pay shall be granted for the purpose of attending graduation. This applies to the graduation of the Educational Assistant, son, daughter or spouse from a post secondary institution.
- 19.09 **Other Leave**
Request for leave with or without pay for any reason not stated above shall be submitted in writing by the employee concerned and may be granted by the Superintendent who has the portfolio of the Educational Assistants.
- 19.10 **Leave of Absence Without Pay**
The Director of Education or designate may grant a leave of absence without salary or loss of seniority, and with the right to retain benefits, for a period of up to one (1) year. Requests for leave shall be made in writing to the Director or designate. Such leave shall not unreasonably be withheld.
- 19.11 **Jury or Witness Duty**
Leave of absence shall be granted without deduction of salary, experience, seniority and benefits when an employee is required to serve on a jury or as a subpoenaed witness in any proceeding to which the employee is not a party, nor charged with an offence.
- 19.12 **Pregnancy Leave**
Upon written request and receipt of a certificate by a legally qualified medical practitioner stating that the employee named therein is pregnant and specifying the approximate delivery date, leave of absence without pay and without loss of seniority shall be granted for pregnancy in accordance with the mandatory provisions of the Ontario Employment Standards Act. The employee returning to work after pregnancy leave shall provide the employer with at least two (2) weeks notice. On return from pregnancy leave, subject to surplus procedures, the employee will be placed in her former position if the position is continuing. Nothing in this Article

precludes a member from entitlement to sick leave pay under Article 19.04.

SEB PLAN

The Board shall pay an amount equal to ninety-five percent (95%) of the member's weekly earnings for the two (2) week waiting period insofar as the two (2) week waiting period does not occur in the month of July or August. The member is required to provide proof of Employment Insurance Benefits.

19.13

Parental Leave

The employer will grant a Parental Leave of absence without pay to an employee on permanent staff as per the terms of the Employment Standards Act. An employee on parental leave shall continue to accumulate seniority. On return from parental leave subject to surplus procedures the employee will be placed in his/her former position, if the position is continuing.

19.14

Adoption Leave

Adoption leave shall be granted in accordance with the mandatory provisions of the Ontario Employment Standards Act. An employee on adoption leave shall continue to accumulate seniority. On return from adoption leave, subject to surplus procedures the employee will be placed in his/her former position, if the position is continuing.

19.15

Examination Leave

Leave of absence of up to one (1) day with pay may be granted to an employee by his/her immediate supervisor, to write an examination written to improve professional or academic qualifications, if such a course is related to the job.

19.16

Special Leave

All permanent employees shall be entitled to three (3) personal leave days with pay to be taken during the contract year, upon the request of the employee. The prior request shall be made at least twenty-four (24) hours before the leave.

19.16a

Attendance Incentive Plan

The Board and the Union recognize the importance of reporting to work on a regular and predictable basis. Effective September 1, 2010 an employee will be eligible for one additional Personal Leave day after September 1st of each year, providing the employee has used five (5) or less sick days during the previous school year, ending June 30th.

Employees who have a disability as defined by the Human Rights Code that is certified by a licensed medical practitioner will be evaluated on a case by case basis. The employee shall provide, from the licensed medical practitioner the reasonable number of sick days per school year to accommodate their disability. The Board will establish the number of sick days required to earn an additional Personal Leave day based on the information received from the licensed medical practitioner. In any case once this information is provided to the employer, the number of required sick days to earn to the Personal Leave Day, will be increased for the employee with the disability. It is understood that employees who fail to provide the medical information will forfeit their right to an additional Personal Leave Day.

ARTICLE 20 - BENEFITS

20.01 The Board is not the insurer of the employee benefits. The terms of the carrier's contract shall prevail at all times. In the event that the Board decides to change carriers of the insured benefit plans, the Board agrees to implement the same coverage as described in the master policies. No amendments to the plan shall be made without the consent of the Union.

- a) The Board premium share of all non-statutory benefits shall be \$2,640.92 for each FTE Educational Assistant employed by the Board on September 1, 2008, \$2,720.15 on September 1, 2009, \$2,801.75 on September 1, 2010 and \$2,885.80 on September 1, 2011.
- b) The Benefit Plan Design Committee composed of three (3) representatives from the Board and three (3) from the Union shall design extended health, dental, group life and accidental death and dismemberment insurance plans.
- c) An updated benefits booklet shall be provided to each employee. The booklet shall be updated when necessary by both parties.
- d) Membership in the Long Term Disability plan shall be a condition of employment. One hundred percent (100%) of the long term disability premium shall be paid by the Educational Assistant or be paid in whole or in part from the \$2,640.92, \$2,720.15, \$2,801.75 or \$2,885.80 referred to in 20.01 (a).

Employees who work at least ½ time but less than full time shall have access to board benefits on a pro-rated basis. It is understood their co-payment shall be in accordance with their FTE.

Members of the Bargaining Unit who turn sixty-five (65) while employed and continue to work shall be entitled to all benefits as outlined in this article in accordance with the Insurer's policy. The Board is not the insurer and the Insurer's policy shall prevail.

ARTICLE 21 – PENSION PLAN

- 21.01 The Ontario Municipal Employee's Retirement System (OMERS) shall be the recognized Pension Plan for members of this Bargaining Unit.
- 21.02 A member who holds certification as a teacher shall become and remain a member of the Ontario Teacher's Pension Plan (T.P.P.) and remain a member in good standing with the Ontario College of Teachers.
- 21.03 The employer shall maintain pension plans with OMERS and TPP to which employees of this bargaining unit belonged prior to the signing of this agreement.
- 21.04 Members who are part-time shall be given the option of joining the OMERS Basic Pension Plan consistent with the provisions of the Ontario Pension Benefits Act and OMERS.
- 21.05 Members who are full-time and do not belong to OMERS, shall be given the option to join the OMERS Basic Pension Plan.

22.02 Upon ratification by both parties, (**October 17, 2000**) all existing bargaining unit members shall be deemed qualified and paid at the two (2) year diploma level according to the number of years of service.

ARTICLE 23 – WORKING CONDITIONS

23.01 **Hours of Work**

The normal hours of work for full time employees shall be six and one half (6.5) hours (up to seven (7) hours based on student's special needs).

Kapuskasing and Smooth Rock Falls will be frozen at seven (7) hours for the life of this collective agreement. It is understood that new full time employees will work 6.5 hours per day.

The normal working hours shall be adjusted in accordance with the Letter of Understanding.

23.02 **Overtime**

Overtime shall be authorized by the Superintendent of Schools. Unauthorized overtime shall not be recognized by the Board. Accumulated overtime will be taken as time off at a later date based upon one and one-half (1 1/2) hours off for each hour of overtime accumulated, or paid on the basis of one and one-half (1 1/2) times the member's regular rate. Where an employee elects to take time off, time taken shall be at a mutually agreed time. Overtime applies in the following situations.

- a) all work performed in excess of the seven (7) working hours in any one day or the thirty-five (35) hours in one week.
- b) all work performed on a Saturday or Sunday.
- c) notwithstanding the above, all work performed on a statutory holiday shall be at double time.

23.03 The normal work year of 204 days is based on :

- 188 instructional days,
- 6 professional development days and
- 10 paid holidays

23.04 **Rest Period**

All full time employees will be permitted a paid rest period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon.

23.05 **Lunch Period**

Employees covered by this agreement shall be entitled to a minimum unpaid lunch period of one-half hour (1/2) during which they shall be free from any responsibility or duties.

ARTICLE 24 - JOB SHARING

- 24.01 A request by two (2) individual employees to participate in a job sharing plan will be given consideration by the appropriate Supervisory Officer. Employees working on a job sharing basis would be subject to the terms and conditions of part-time employees as outlined in various sections of this agreement.

ARTICLE 25 – EMPLOYEE EVALUATION

- 25.01 Any Educational Assistant formally evaluated shall be evaluated as per Board Policy in a fair and equitable manner and shall receive a copy of the evaluation in a timely manner.

ARTICLE 26 – TRAVEL ALLOWANCE

- 26.01 All employees travelling on authorized Board business shall be reimbursed for mileage and other related expenses as per the Board Policy.

ARTICLE 27 – CONTRACTING OUT

- 27.01 No member of the Union shall be laid off or suffer a reduction or a change in normally scheduled hours of work as a result of the placement of an Educational Assistant student or the use of a Co-op student. The parties agree that Educational Assistant students and or Co-op students are placed for a learning experience and not to replace a member of the Bargaining Unit

ARTICLE 28 – EMPLOYER REQUIRED COURSES

- 28.01 When the employer requests that an employee take in service training to assist in providing program needs to students, the employer will pay for the training, materials and all related costs including travel and lodging in accordance with Board Policy.

ARTICLE 29– RECORD OF EMPLOYMENT

- 29.01 The Record of Employment for Educational Assistants will be issued as required by the Employment Insurance Act.

ARTICLE 30 SENIORITY

- 30.01 Seniority is defined as the length of continuous service in the employment of the Board or predecessor Board, calculated from the date of last hire, as an Educational Assistant.

Seniority shall operate on a bargaining unit wide basis.

In any layoff or recall the most senior employee will be given preference provided he/she has the skill, ability and qualifications to perform the available work competently.

In determining skill, ability and qualification, the Principal of Special Education shall be entitled to consider the special needs of the child and the temperament, physical capabilities and suitability of the employee applicant for that child as priorities.

The Board shall maintain a seniority list showing the date upon which each employee's unbroken service commenced. An up-to-date list shall be sent to the Union and posted on all bulletin boards by May 15th of each year.

Provided that if no objection is filed within twenty (20) working days of posting, the list shall be deemed to be correct and shall not be subject to grievance or change without written consent between the Board and the Union.

- 30.02 An employee shall be struck from the seniority list and his/her employment terminated if:
- (1) he/she is discharged for just cause and is not reinstated;
 - (2) he/she resigns or quits;
 - (3) he/she is absent from work without contact with the employer for four (4) days or more;
 - (4) being laid off, he/she fails to return to work under the recall provisions within ten (10) working days after having been advised to return by registered mail to his/her last known address.
 - (5) he/she is laid off for a period of (24) twenty-four consecutive months
- 30.03 In compiling the seniority list, all ties shall be broken based on the following criteria in order:
- (1) last date of hire;
 - (2) total experience with the Board or predecessor Board as an Educational Assistant;
 - (3) hours worked;
 - (4) by lot.

ARTICLE 31 - RECALL

- 31.01 Employees who are laid-off shall have recall rights to available positions for a period of twenty-four (24) consecutive months. Recall to available positions shall be offered in order of seniority. An employee shall have the right to refuse an offer of recall. The employee shall not forfeit any rights of recall under this article for such refusal. If two (2) employees have the same date of hire, full time employees shall be considered more senior than part-time employees.
- 31.02 During the period that an employee is on the recall list, he/she shall maintain their seniority rights and accumulated sick leave frozen at the time he/she is placed on the recall list.
- 31.03 It shall be the responsibility of an employee or individual on layoff to keep the Board advised, in writing, of his/her current address. The Board shall be deemed to have given an individual on layoff notice of recall by sending notice of recall by registered mail to the last address supplied by the individual. Such notice shall include the date and time at which the individual is to report to work. Such notice shall be deemed to be received on the third day after it has been sent by the Board.
- 31.04 When vacancies or new positions become available the most senior Educational

Assistant on the recall list shall have the choice of positions if there are more than one.

- 31.05 An employee on layoff who is called back to work on temporary assignment shall receive his/her previous rate of pay prior to layoff provided the assignment is within the previous job classification group.

The Board shall confer with the Union to explain the reason for the proposed layoff and discuss alternatives as soon as possible.

ARTICLE 32 – REINSTATEMENT

- 32.01 Employees who have changed positions under the surplus procedures shall have the right to be placed in their former job if such position becomes available within one (1) year of the employee being placed in another position. The return to a former position shall take place at the end of the current school year.

ARTICLE 33 – LAYOFF AND PLACEMENT PROCEDURES

- 33.01 It is understood that unless notified by the Board an Educational Assistant(s) will return to the school they left in June on the first day of pupil attendance in September. There are circumstances affecting work placement that include but are not limited to a student changing school, a change in program, a change to accommodate a child's new or special need, a change in funding and professional growth. An Educational Assistant **may be notified by June 30th but no later than August 1**, if their job has become redundant or if there is to be a change in school assignment. It is understood that if circumstances regarding school and/or a particular student have changed on or before September 30, or during the school year, the employer may place an Educational Assistant within the same entity and in accordance with the provisions of this Article. Educational Assistants shall be assigned within their entity.
- 33.02 In the event that circumstances have changed, Educational Assistant(s) who were working in June, but have not been placed, may exercise "bumping rights".
- 33.03 In the event that there are not enough positions available in September for all Educational Assistants working in June, the unplaced person(s) may exercise "bumping rights" into the most junior equivalent position if available, or if not available, the most junior part-time position. The laid off employee must exercise bumping rights within eight (8) working days from notification of layoff. The employee may decide to remain on the recall list, rather than take the entity, zone or regional bump.
- 33.04 Educational Assistants who are not currently working full time or are on the twenty-four (24) month recall list will be given priority for supply work respectively.
- 33.05 If one position becomes redundant in an entity, the most junior Educational Assistant in the entity will be declared redundant. Should this employee be senior to other Educational Assistants, "bumping rights" will be exercised.
- 33.06 Seniority and bumping rights shall be exercised in an entity, zone, and regional basis.

Employees shall be entitled to bump the most junior employee in their own entity initially.

- 33.07 An entity shall be defined as:
- (1) Hearst
 - (2) Kapuskasing/Smooth Rock
 - (3) Cochrane/ Iroquois Falls/ Matheson*
 - (4) Timmins
 - (5) Kirkland Lake/Englehart
 - (6) Englehart/Charlton/Kerns/Elk Lake
 - (7) New Liskeard/Temagami/Haileybury/Cobalt/Kerns

* for the purposes of article 33.01 movement can take place between Iroquois Falls and Cochrane and Iroquois Falls and Matheson

- 33.08 An unplaced Educational Assistant shall also have the right to bump the least senior employee on a zone basis if the entity bumping continues to result in unemployment. The zone shall be out of the jurisdiction of the following predecessor boards:

1. Hearst Board of Education
2. Kapuskasing, Smooth Rock Board of Education
3. Cochrane, Iroquois Falls, Matheson Bd. Of Education
4. Timmins Board of Education
5. Kirkland Lake Board of Education
6. Temiskaming Board of Education

- 33.09 An unplaced Educational Assistant shall also have the right to bump the least senior employee on a regional basis if the entity and zone bumping continues to result in unemployment.

The regions shall be:

1. Northern Region (Zones 1,2, and 3)
2. Central Region (Zone 4)
3. Southern Region (Zones 5 and 6)

- 33.10 Once all Educational Assistants who were working in the previous school year are placed and/or have had the opportunity to exercise the "bumping rights", any positions which become available will be considered "new" positions.

- 33.11 Educational Assistants may request a voluntary exchange or transfer to another position or school by mutual consent within the system for the following school year by applying in writing by March 31st to the appropriate Supervisory Officer. Copies of the request are to be forwarded to the principals of both the present and possible future locations, and president of Bargaining Unit.

- 33.12 Any request for a reduced assignment will be made by request to and approved by the Regional Superintendent.

- 33.13 If no employee currently working or on the seniority list will accept a vacancy which comes open then the Board shall be entitled to hire a person without seniority.

ARTICLE 34 – PROFESSIONAL ACTIVITY DAYS

- 34.01 An employee shall be paid for the Professional Activity Days and shall be required to participate in the scheduled professional activity sessions.

ARTICLE 35 – SEVERANCE ALLOWANCE

- 35.01 The Board shall pay to any member of the Bargaining Unit who is declared redundant and leaves the employ of the employer a severance allowance calculated as follows: Four percent (4%) of the member's annual salary for each year of continuous employment with the Employer or predecessor employer, up to a maximum of twenty percent (20%).
- 35.02 A member who is redundant to the needs of the system shall remain on the recall list until September 30th. At that time the member may decide to remain on the recall list or choose to accept a severance pay. If the member selects severance pay, the payment will be made on or before October 15th of the same year.
- 35.03 Once a member has accepted the severance allowance, the employer has no further employment obligations and the member's employment is deemed to be terminated.

ARTICLE 36 – RETIREMENT GRATUITY

- 36.01 Employees currently eligible to receive a retirement gratuity as specified in the collective agreement which was negotiated between the former bargaining unit and predecessor board shall continue to receive their retirement gratuity. The applicable provisions and the list of employees who are eligible are listed in appendix A.
- 36.02 The board shall make a contribution of two-thousand dollars (\$2000) on behalf of each full-time employee who does not qualify for a retirement gratuity. This contribution shall be made into an approved RRSP plan, providing the employee has two (2) years of continuous service in the month of January each year. It is understood that an employee does not qualify for an additional amount if he/she severs employment with the board and is subsequently rehired.
- 36.03 Employees working less than full time shall have their amount pro-rated. Payment shall be made within ninety (90) days after ratification.

ARTICLE 37 – TERM OF AGREEMENT

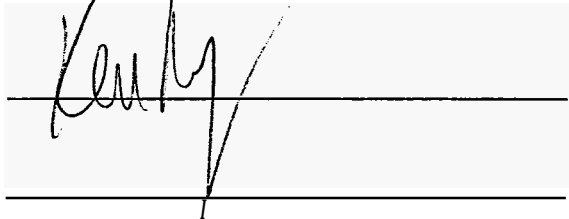
- 37.01 This Agreement shall become effective and remain in full force from September 1st 2008 until August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party gives notice as provided for in article number 37.02.
- 37.02 Either party desiring to continue, change or terminate this Agreement must notify the other in writing not sooner than ninety (90) days prior to the expiration date. If notice is given, as provided for herein, the parties shall meet within thirty (30) days from the giving of notice.

37.03

This Agreement shall not be amended or supplemented except by agreement of the parties hereto, in writing and duly signed by each.

THIS AGREEMENT SIGNED THIS 19th DAY OF January 2009 .

On behalf of
District School Board O.N.E.



On behalf of
The Educational Assistants



COCHRANE-IROQUOIS FALLS, BLACK RIVER-MATHESON BOARD OF EDUCATION

APPENDIX 'A':

Gratuity Plan

Where entitled pursuant to the Collective Agreement, an employee shall receive a retirement gratuity upon retiring at the age of 65, or a gratuity upon leaving the Board in good standing after eight (8) or more years of continuous service based on the following:

- (a) An employee leaving the Board in good standing is one who has not been discharged for cause or resigned without proper notification to the Board.
- (b) The Cochrane-Iroquois Falls, Black River-Matheson Board of Education shall pay up to one half (1/2) year's salary (average salary over the prior six (6) months at time of retirement) to an employee who has accumulated two hundred (200) days and has been employed for a maximum of twenty-five (25) years.
- (c) The number of years' service required for maximum retirement gratuity shall be twenty-five (25) years.
- (d) If an employee has been in the service of the Board for over eight (8) years and under twenty-five (25), gratuity shall be proportionate; e.g. If an employee was with the Board for fifteen (15) years and had two hundred (200) days accumulated, he would receive 15/25 of his average six (6) months salary at time of leaving employ.
- (e) The following formula shall be used to calculate the amount of the gratuity:

$$G = \frac{N}{T} \times \frac{S}{I} \times \frac{V}{M}$$

- Where G = the amount of gratuity
- N = the number of days of sick leave credit accumulated
- P = the maximum possible accumulation (200 days)
- S = the average salary last six months at retirement
- V = the number of years of service with the Board
- M = the number of years of service required for maximum retirement gratuity.

In the event of death of any employee, either before or after retirement but before receiving the benefits herein provided, such benefits shall be paid or transferred to the beneficiary, and failing designation in writing of a beneficiary by the employee it shall be paid to the estate.

- e.g.
- Employee with 15 years' service retiring in good standing.
 - Average six months' salary at time of retirement - \$3,000.
 - Sick Leave Credits – 200 days.

$$\frac{200}{200} \times \frac{3000}{1} \times \frac{15}{25} + \$1,800$$

(g) An employee entitled to a gratuity as calculated above shall be paid the amount of the gratuity as

calculated above (G) or eighteen thousand dollars (\$18,000.00) whichever is less.

Accumulated Sick Leave

Permanent employees who have been employed by the Board a minimum of seven (7) years at time of retirement and are at age sixty (60) or over and who have not, at any time, while in the employ of the Board, participated in the OMERS Pension Plan, will receive one-half of their accumulated sick leave as a retirement gratuity at time of retirement. Payment will be made as a lump sum or over three (3) years at the permanent employee's option with the maximum total payment being \$2,000.

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
EDUCATIONAL ASSISTANTS

and

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST

The Ontario government has agreed to provide additional funding of up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years as follows:

- If the province's tax revenues in the 2005-06 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-06 school year is higher than 2.5%, then the salary increase for January 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- If the province's tax revenues in the 2006-07 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0% then the salary increase for January 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

For the OSSTF

For the Board

Memorandum of Agreement

Between:

District School Board Ontario North East
Hereinafter referred to as "the Employer"

And

Ontario Secondary School Teachers' Federation
Representing Educational Assistants
Hereinafter referred to as "the Bargaining Unit"

"This memorandum of agreement is conditional upon:

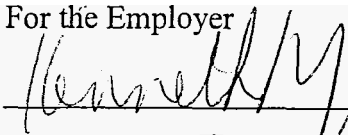
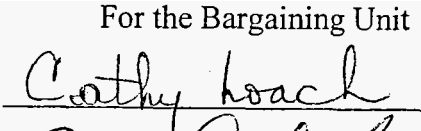



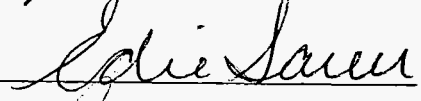


- a) Ratification by the bargaining unit and by the Board no later than December 5, 2008, and
- b) Ratification by the OSSTF representing Educational Assistants new collective agreements for the period September 1, 2008 through August 31, 2012 compliant with the PDT Agreement, by the bargaining unit and by the Board no later than December 5, 2008."

1. The parties herein agree to the terms of this memorandum as constituting a full settlement of all matters in dispute save and except errors and omissions.
2. The undersigned herein agree that the term of the collective agreement shall be from September 1, 2008 to August 31, 2012.
3. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
4. The undersigned representatives of the parties do hereby agree that there will be no lock out or strike from the date of ratification by both parties of this agreement to August 31, 2012.
5. Adjustments to contributory earnings shall be implemented no later than thirty (30) days following the ratification of this Agreement by the parties, provided that no notification of PDT non-compliance has been received from the Ministry of Education, in which case the adjustments will be implemented as soon as possible following resolution of said PDT issues.

6. All retroactivity owing to employees will be paid no later than thirty (30) days following the ratification of this Agreement, provided that no notification of PDT non-compliance has been received from the Ministry of Education, in which case the adjustments will be implemented as soon as possible following resolution of said PDT issues.

7. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on August 31, 2008, provided; however, that the following amendments are incorporated:

1. See Attached.

For the Employer	For the Bargaining Unit
	
	
	
	

District School Board Ontario North East
and
OSSTF District 1 Educational Assistants Bargaining Unit

AGREED TO ARTICLES
as of November 26, 2008

Article 3 Recognition

- 3.06 Supply Educational Assistant means a person employed by the Board on a Casual basis for replacement of members absent for a period less than 10 consecutive working days due to illness or accident or for the replacement of members on leave of absence. Supply Educational Assistants are not members of the Bargaining Unit.
- 3.07 Casual Educational Assistant means a person employed by the Board on a casual basis for replacement of members absent for a period of 10 consecutive working days or more due to illness or accident or for the replacement of members on leave of absence. A Casual Educational Assistant will not be employed for more than ninety (90) consecutive working days without the consent of the parties. Casual Educational Assistants are members of the Bargaining Unit and have all rights and obligations of the Collective Agreement with the exception of Article 20 - Benefits, Article 29 – Seniority, Article 30 - Recall and Article 34 – Severance Allowance.
- 7.04 During summer months the employer will advertise internal postings in the appropriate newspapers. Employees may go to the Board's website to inquire about job vacancies and if interested in such positions may fax their application to the Board Office at no cost to the employee.
- 7.08 Status quo
- 7.11 The Board will forward the name and location of the successful candidate to the President of the Bargaining Unit.
- 9.03 A day in the grievance procedure shall mean a working day other than Saturday, Sunday or a recognized holiday or a day falling within the school recess periods.

Policy Grievance

The Union or the Board shall have the right to file a grievance against the other based on a difference directly between them arising out of the interpretation or alleged violation of any terms of this agreement. A Policy grievance shall not include any matter which an employee would be personally entitled to grieve. Any grievance by the Board or the union as provided in this paragraph shall be commenced within (ten) working days after the circumstances giving rise to the grievance have occurred when the Board or the Union becomes reasonably aware of the occurrence giving rise to the grievance.

Group Grievance

The Union or the Board shall have the right to file a grievance against the other based on a difference directly between them arising out of the interpretation or alleged violation of any terms of this agreement. A Group grievance shall not include any matter which an employee would be personally entitled to grieve. Any grievance by the Board or the union as provided in this paragraph shall be commenced within (ten) working days after the circumstances giving rise to the grievance have occurred when the Board or the Union becomes reasonably aware of the occurrence giving rise to the grievance.

19.04 Union submits revised language:

“Worker’s Compensation” change to “Workers Safety Insurance Board”

Sick leave access for any absence for a period of five (5) consecutive working days or less may be approved by the school principal. A medical certificate for the illness or non-compensable accident shall be required by the Board after five (5) consecutive days of absence. If the employer requests a medical certificate for less than five (5) consecutive days, and the employer shall pay for the medical certificate. Where an Employee is absent for illness for more than twenty (20) consecutive working days, the Director or designate may require that a certificate be submitted by a licensed medical practitioner before the Employee shall be entitled to payment under the Sick Leave Plan.

Agree to remainder of article as proposed

9.12 Arbitration

Either party, by mutual consent, may refer the grievance to a single arbitrator, as per the Ontario Labour Relations Act and will provide the other party with the names of three (3) arbitrators. If no agreement can be reached on the appointment of an arbitrator, the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator. Failing to reach mutual consent to refer a grievance to a single arbitrator, the grievance will be referred to a Board of 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) working 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) working 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) working days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with any Act or Regulation thereunder or the provisions of this Agreement, or to alter, modify, or amend any part of this Agreement.

There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this agreement.

Should the investigation or processing up to the hearing of a grievance require that The grievor(s) or Bargaining Unit representative(s) or witnesses be released from his/her regular duties, he/she shall be released without reduction in salary, allowances, benefits, increment, experience, or cumulative sick leave credits.

Each Party shall bear the fee and/or expense of its appointee to the Arbitration Board and any fees and/or expenses of the chairman shall be borne equally by the Parties.

Each Party shall bear its own expenses respecting appearances at hearings of the Arbitration Board. The Bargaining Unit shall pay for the cost of any temporary replacements(s) if necessary.

Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

Time restrictions may be extended if mutually agreed in writing. Failure of one party to comply with the time limits or any agreed upon extension of one party to comply with the agreed upon extension shall result in the grievance proceeding to the next step.

Grievances initiated and being processed under previous collective agreements between the parties shall be dealt with under the grievance and arbitration procedure set out in the agreement under which the grievance was initiated.

The time limits stipulated in 9.06 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such grievance may be initiated at any time up until and including August 31 during the current school year.

No person may be appointed as an Arbitrator or member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

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

15.01 The Employer recognizes the following as paid holidays for all employees:

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

19.02 LEAVE FOR UNION BUSINESS

Upon written application to the Board by the Bargaining Unit, the Board through the Director of Education or a designate, will grant up to one (1) full time equivalent Union Leave. Additional Union Leave may be granted by the Director/or designate and such granting of leave shall not be unreasonably withheld.

The Bargaining Unit shall reimburse the Board for the cost of any replacement worker used to cover the employee taking Union Leave.

The Board will grant leave for designated member(s) of the Bargaining Unit for Union duties. The cost incurred of these long-term leaves will be borne by the Bargaining Unit who shall reimburse the Board at the cost of the replacement worker.

Leaves referred to above shall be without reduction in pay, allowances, benefits, increment, experience, seniority or cumulative sick leave credits.

The employee(s) on Union Leave shall retain all rights outlined in this Agreement as though he/she/they were working full-time..

Up to three (3) employees required for grievance, arbitration, and/or mediation shall be granted leave without reduction in pay, allowances, benefits, increment, experience, seniority, or cumulative sick leave credits. The Board shall provide and pay for a temporary employee to replace the said union member(s). Time off shall not be granted at Board expense to prepare for grievance, arbitration, and or grievance mediation.

There shall be no reprisals of any kind taken against any person(s) because of participation in negotiations, grievance, arbitration, and/or mediation, or because of the carrying out of union duties.

19.06 REFER TO ATTACHED ATTENDANCE INCENTIVE PLAN LETTER — REMAINDER OF ARTICLE REMAINS STATUS QUO

19.07 Compassionate Leave

Compassionate leave with pay shall be granted to a maximum of five (5) days per year, for medical attendance of a serious illness in the case of immediate family, upon written application to the immediate Supervisor. Immediate family shall be defined as spouse, child, parent, sibling, grandparent, grandchild, mother-in-law, and father-in-law. Compassionate leave may be granted consecutively with bereavement leave in consultation with the superintendent of schools. The Board reserves the right to request satisfactory proof that the illness is serious from a licensed medical practitioner.

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20.01 Propose benefits enhancements as follow:

Increase to benefits 3% per year

Employees who work at least ½ time but less than full time shall have access to board benefits on a pro-rated basis. It is understood their co-payment shall be in accordance with their FTE.

Members of the Bargaining Unit who turn sixty-five (65) while employed and continue to work shall be entitled to all benefits as outlined in this article in accordance with the Insurer's policy. The Board is not the insurer and the Insurer's policy shall prevail.

22.00 3% salary increase in each of the 4 years

23.01 Hours of Work

The normal hours of work for full time employees shall be six and one half (6.5) hours (up to seven (7) hours based on student's special needs).

Kapuskasing and Smooth Rock Falls will be frozen at seven (7) hours for the life of this collective agreement. It is understood that newly hired full time employees will work 6.5 hours per day.

The normal working hours shall be adjusted in accordance with the Letter of Understanding.

23.02 Overtime

Overtime shall be authorized by the Superintendent of Schools. Unauthorized overtime shall not be recognized by the Board. Accumulated overtime will be taken as time *off* at a later date based upon one and one-half ($1\frac{1}{2}$) hours off for each hour of overtime accumulated, or paid on the basis of one and one-half ($1\frac{1}{2}$) times the member's regular rate. Where an employee elects to take time *off*, time taken shall be at a mutually agreed time. Overtime applies in the following situations.

- a) all work performed in excess of the seven (7) working hours in any one day or the thirty-five (35) hours in one week.
- b) all work performed on a Saturday or Sunday.
- c) notwithstanding the above, all work performed on a statutory holiday shall be at double time.

23.03 The normal work year of 204 days is based on:

- 188 instructional days,
- 6 professional development days and
- 10 paid holidays

27.01 Status quo with addition of new language as follows:

No member of the Union shall be laid off or suffer a reduction or a change in normally scheduled hours of work as a result of the placement of an Educational Assistant student or the use of a Co-op student. **The** parties agree that Educational Assistant students and or **Co-op** students **are** placed for a learning experience and not to replace a member of the Bargaining Unit

30.01 Seniority is defined as the length of continuous service in the employment of the Board or predecessor Board, calculated from the date of last hire, as an Educational Assistant.

Seniority shall operate on a bargaining unit wide basis.

In any layoff or recall the most senior employee will be given preference provided he/she has the skill, ability and qualifications to perform the available work competently.

In determining skill, ability and qualification, the Principal of Special Education shall be entitled to consider the special needs of the child and the temperament, physical capabilities and suitability of the employee applicant for that child as priorities.

The Board shall maintain a seniority list showing the date upon which each employee's unbroken service commenced. An up-to-date list shall be sent to the Union and posted on all bulletin boards by May 15th of each year.

Provided that if no objection is filed within twenty (20) working days of posting, the list shall be deemed to be correct and shall not be subject to grievance or change without written consent between the Board and the Union.

33.01 Proposing new revised language:

It is understood that unless notified by the Board an Educational Assistant(s) will return to the school they left in June on the first day of pupil attendance in September. There are circumstances affecting work placement that include but are not limited to a student changing school, a change in program, a change to accommodate a child's new or special need, a change in funding and professional growth. An Educational Assistant **may** be notified by June 30th but no later than **August 1**, if their job has become redundant or if there is to be a change in school assignment. It is understood that if circumstances regarding school and/or a particular student have changed on or before September 30, or during the school year, the employer may place an Educational Assistant within the same entity and in accordance **with** the provisions of this Article. Educational Assistants shall be assigned within their entity.

33.07 An entity shall be defined as:

- (1) Hearst
- (2) Kapuskasing/Smooth Rock
- (3) Cochrane/ Iroquois Falls/ Matheson*
- (4) Timmins
- (5) Kirkland Lake/~~Swastika~~, **Englehart**
- (6) Englehart/Charlton/Kerns/Elk Lake
- (7) New Liskeard/Temagami/Haileybury/Cobalt/Kerns

* for the purposes of article 33.01 movement can take place between Iroquois Falls and Cochrane and Iroquois Falls and Matheson

33.12 Any request for a reduced assignment will be made by request to and approved by the appropriate Superintendent.

35.01 The Board shall pay to any member of the Bargaining Unit who is declared redundant and leaves the employ of the employer a severance allowance calculated as follows: Four percent (4%) of the member's annual salary for each year of continuous employment with the Employer or predecessor employer, up to a maximum of twenty percent (20%).

35.03 Once a member has accepted the severance allowance, the employer has no further employment obligations and the member's employment is deemed to be terminated.

37.01 This Agreement shall become effective and remain in full force from September 1, 2008 until August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party gives notice as provided for in article number 37.02.

Attendance Incentive Plan Article 19

The Board and the Union recognize the importance of reporting to work on a regular and predictable basis. Effective September 1, 2010 an employee will be eligible for one additional Personal Leave day after September 1st of each year, providing the employee has used five (5) or less sick days during the previous school year, ending June 30th.

Employees who have a disability as defined by the Human Rights Code that is certified by a licensed medical practitioner will be evaluated on a case by case basis. The employee shall provide from a licensed medical practitioner the reasonable number of sick days per school year to accommodate their disability. The Board will establish the number of sick days required to earn an additional Personal Leave day based on the information received from the licensed medical practitioner. In any case once this information is provided to the employer, the number of required sick days to earn to the Personal Day will be increased for the employee with the disability. It is understood that employees who fail to provide the medical information will forfeit their right to an additional Personal Leave day.

Letter of Understanding
Between
Ontario **North** East District School Board
And

Ontario Secondary School Teachers' Federation, District **1** Educational Assistants Bargaining Unit

RE: Ministry Benefit Enhancement Funds

The Parties agree to meet prior to September 2010, to determine the Bargaining Unit's share of the \$140,345.00 benefit enhancement funds.

The Bargaining Unit's share of this enhancement shall be the ratio between the OSSTF Bargaining Unit's FTE to the total FTE of the Board's unionized and non unionized Education Support Workers. These monies would be applied directly to reduce the cost of benefit premiums for the Bargaining Unit members.

**Letter of Understanding
Between
District School Board Ontario North East
And
OSSTF – Educational Assistants**

Assignment of Student Supervision for the term of the agreement:
September 1, 2008 to August 31, 2012

Educational Assistants are expected to provide supervision to students as determined by the Principal during the working day.

- a) All school-based staff have a role to play in school supervision which is essential in maintaining a safe school environment.
- b) Supervision time shall be assigned in an equitable manner amongst all Educational Assistants at a school taking into consideration the differences in Educational Assistant assignments and student safety.
- c) In the event that an Educational Assistant has a concern with respect to the equitable distribution of supervision duties at a school, the Educational Assistant or the OSSTF may raise the concern with the Principal. If the Principal is unable to resolve the concern, within thirty (30) days, it will be referred to the Supervision Committee for review.
- d) The Supervision Committee will consist of a Superintendent of Schools responsible for Special Educational and/or designate and the President of the Union and one other representative from the Union. In the event that the Supervision Committee is unable to resolve the concern within thirty (30) days, it will be referred to the Director of Educational/designate whose decision shall be final. The Director of Education/designate shall make a decision within thirty (30) days.

The Board is prepared to offer this Letter of Understanding providing the Union accepts article 19.04 as outlined on the Board's response of November 24, 2008 1520 hours.

Letter of Understanding
Between
Ontario North East District School Board
And

Ontario Secondary School Teachers' Federation, District 1 Educational Assistants Bargaining Unit

RE: Staffing Funding Enhancements for 2011-12 Educational Assistants

Whereas the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2011-12 the benchmark salary for Educational Assistants in the Elementary Pupil Foundation Grant, the Special Education Per Pupil Amount (SEPPA) and the new \$5 per pupil amount;

Whereas the Government will require that this funding enhancement be used, in 2011-12, in the manner described below;

Subject to the above, in 2011-12, the Board will apply this enhanced funding, up to the value of the Board's share as follows:

1. Recall Educational Assistants that, as a result of declining enrollment in the Board, were on a recall list within the Board on or after September 1, 2008, subject to the remaining funds available under this enhancement.
2. Increase the number of hours worked by Educational Assistants up to seven (7) hours per day and to increase the current staffing component, subject to the remaining funds available to the Board under this enhancement.

The use of incremental hours for Educational Assistants must include scheduled supervision of students and/or after-school homework support. Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this Collective Agreement.

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

The Appendix 12 "Educational Assistants" in the PDT Agreement provides the following projections for the Board for additional funding under this enhancement: a) 2011-12: \$416,824; b) 2012-13: \$407,033

Therefore the parties agree that:

- a) No permanent member of the Bargaining Unit on record as at November 30, 2008 shall be laid off during the period this agreement remains in effect. It is understood that a resignation of employment by a member shall not be a lay off.
- b) Effective the 2011-12 school year the grant allocation noted above shall be applied as set out in point number 1 and point number 2 above.

The parties agree to meet prior to April 30, 2011 and April 30, 2012 (providing the GSN's are available) each year to determine the actual funds available under the above appendices based upon actual enrollment in order to apply the funds in the manner described above. The Staffing Committee shall consist of 3 Board representatives and 3 Union representatives and the Union shall have the right to have a provincial representative present.

	A	I	J
1	EAs as of November 30/08		
2	ML=Mat Leave, L=Leave, NF=Native Funding, NN		
3	School	EAs	FTE
4	CBPS	Rosevear, Laura	1.0
5	CBPS	Vaillancourt, Deb	1.0
6	Central	Fournier, Linda	1.0
7	CSPS	Loach, Cathy (L 0.4)	0.6
8	CSPS	Williams, Helen (L)	0.4
9	COBPS	St. Cyr, Kyla	1.0
10	COCHS	Latour-Onolack, Renelle	1.0
11	COCPS	Benson, Joanne	1.0
12	COCPS	Brousseau, Lise	1.0
13	COCPS	Burkholder, Christine	1.0
14	COCPS	Kruithof, Kim	1.0
15	COCPS	Lauzon, Alison	1.0
16	COCPS	Niemi, Patricia	1.0
17	COCPS	Porter, Nicole	1.0
18	CORPS	Delich, Sherri Lynne (ML)	0.0
19	CORPS	Pinion, Mae	1.0
20	CORPS	Post (ML)	1.0
21	DJPS	Cowan, Mary	1.0
22	DJPS	Gagnon, Anne	1.0
23	DJPS	Lebedick, Rachel	1.0
24	ENGHS	Ackles, Chris	1.0
25	ENGHS	Sauer, Edie	1.0
26	ENGHS	Sterling, Shelley (LOA)	0.5
27	ENGHS	Deforge, Catherine(LOA)	0.0
28	ENGPS	Taylor, Dale	1.0
29	ENGPS	Tucker, Carol	1.0
30	ENGPS	Verrier, Amy	1.0
31	ENGPS	Wozny, Suzanne	1.0
32	FEDPS	Connors, Val	1.0
33	FEDPS	Fox, Jim	1.0
34	FEDPS	Lapointe, Manon	1.0
35	FEDPS	Mahoney, Gail	1.0
36	FEDPS	Pascoe, Carol	1.0
37	FEDPS	Sheldon, Cindy	1.0
38	FEDPS	Tremblett, Sherry	1.0
39	FEDPS	Deforge, Catherine(LOA)	0.0
40	FEDPS	Schweier, Kim (LOA)	0.5
41	FPKWPS	Ducharme, Stephanie	1.0
42	FPKWPS	Hutteri, Debbie	0.5
43	GAPS	Belliard, Janice (ML)	0.0
44	GAPS	Duguay, Melanie	1.0
45	GAPS	Gaudet, Liz	1.0
46	GAPS	Hurteau, Kimberly (ML)	1.0
47	GAPS	Lachance, Jodi	1.0
48	GAPS	Laiho, Lorraine	1.0
49	GAPS	Lauay, Jo-Ann	1.0
50	GAPS	Montrose, Lindsay	1.0
51	HAPS	Belanger, Dawn	1.0
52	HAPS	Chenier, Angela (ML)	1.0
53	HAPS	Conroy, Geri	1.0
54	HAPS	Gabriel, Julie (ML)	0.0
55	HAPS	Hutnick, Irene	1.0
56	HAPS	Ziller, Jennifer	0.5
57	HHS	Wickman, Eerikka	1.0
58	IFPS	Cyboldsky, Pamela	1.0
59	IFPS	Gauthier-Rivest, Marielle	1.0
60	IFPS	Jensen, John (L)	0.2
61	IFPS	Labreche, Connie	1.0
62	IFPS	Michaud, Claudette	1.0
63	IFPS	Rioux, Tammy	1.0
64	IFPS	Silk, Debbie (0.2L)	0.8
65	IFSS	Lepage-McMeeKin, Nicole	1.0
66	IFSS	O'Connor, Lori-Ann	1.0
67	JHKPS	Drapeau, Helen	1.0
68	JHKPS	Lougheed, Jody (0.4 L)	0.6
69	JHKPS	Williams, Sherilea	0.5
70	JHKPS	Williams, Sherilea (L)	0.4
71	KDHS	Desilets, Roland	1.0
72	KDHS	Trudel, Diane	1.0
73	KERPS	Craig, Donna	1.0
74	KERPS	John, Lyndsey	0.5
75	KLDCS/S	Enair, Ginette	1.0

	A	I	J
1	EAs as of November 30/08		
2	ML=Mat Leave, L=Leave, NF=Native Funding, NN		
3	School	EAs	FTE
76	KLDCS/S	Gauthier, Lynn	1.0
77	KLDCS/S	Guindon, Sheldren	1.0
78	KLDCS/S	Hosken, Joseph	1.0
79	KLDCS/S	Lee, Debbie	1.0
80	KLDCS/S	Middlemiss, Marlene	1.0
81	KLDCS/S	Piche, Joyce	1.0
82	NLPS	Anyan, Louise	1.0
83	NLPS	Furino, Kierra	1.0
84	NLPS	Gibson, Joanne	1.0
85	NLPS	Hearn, Marilyn	1.0
86	NLPS	Jackson, Trinity	1.0
87	NLPS	Jacques, Jennifer (LTD)	1.0
88	NLPS	Knight, Sue	1.0
89	NLPS	Lalonde, Theresa (LTD)	0.0
90	NLPS	McLean, Kelly	1.0
91	NLPS	Montminy, Jenn (0.4L)	0.6
92	NLPS	Post (L)	0.4
93	NLPS	Roy, Sylvie	1.0
94	NLPS	Sauve, Kathy	1.0
95	NLPS	Roy, Nancy	1.0
96	PINPS	Clarke, Peggy-Sue	1.0
97	PINPS	D'Angelo, Cecilia	1.0
98	QEPS	Breault, Tysh (ML)	0.0
99	QEPS	Labreche, Lynne (ML)	1.0
100	RMSS	Biglow, Nicole	1.0
101	RMSS	Bongard, Elvi	1.0
102	RMSS	Borden, Debbie	1.0
103	RMSS	Bresee, Judy	1.0
104	RMSS	Carriere, Ernest	1.0
105	RMSS	Laforce, Tamy (ML)	0.0
106	RMSS	McCarthy, Arlene	1.0
107	RMSS	Raymond, Lizanne (ML)	1.0
108	RMSS	Robichaud, Justin	1.0
109	RMSS	Woodrow, Shelley	1.0
110	RRBSPS	Castonguay, Maria	1.0
111	RRBSPS	Prior, Shelley	1.0
112	SCHPS	Cloutier, Christine	1.0
113	SCHPS	Doiron, Paulette	1.0
114	SCHPS	Fox, Carme	1.0
115	SCHPS	Lemieux, Wende	1.0
116	SCHPS	Neeagan, Wilma (LOA)	0.0
117	SCHPS	Piccotti, Katherine	1.0
118	SCHPS	Robert, Andrea	1.0
119	SCHPS	Roy, Carolyn	1.0
120	SCHPS	Schaffer, Jim	1.0
121	SCHPS	Schaffer, Tracey (LOA)	0.0
122	SCHPS	Tonkin, Barb	1.0
123	SCHPS	Sauve, Diane (LOA)	1.0
124	SCHPS	Williams, Lindsay (LOA)	1.0
125	SRFES	Therrien, Sue	1.0
126	SRFES	Kindree, Amy (LOA)	1.0
127	SRFES	Pinion, Carole (LOA)	0.0
128	TDSS	Brazeau, Colleen	1.0
129	TDSS	Clattenburg, Patricia	1.0
130	TDSS	Heroux, Sandra	1.0
131	TDSS	Lacarte, Bonnie	1.0
132	TDSS	Latter, Nancy	0.5
133	TDSS	Martel, Deb	1.0
134	TDSS	Moser, Linda	1.0
135	TDSS	Muir, Donna	1.0
136	TDSS	Tuinema, Barb	1.0
137	TDSS	Woods, Daniel	1.0
138	TEMPS	Leveille, Kristin	1.0
139	THVS	Bailey, Janis	1.0
140	THVS	Power, Terry	1.0
141	THVS	Rodgers, Darlene	0.5
142	THVS	Smith, Trisha	1.0
143	WEMPS	Dambremont, Jennifer	1.0
144	WEMPS	Del Bel, Christine	1.0
145	WEMPS	Heaslip, Elaine	1.0
146	WEMPS	Lauzon, Lori	1.0

	A	I	J
1	EAs as of November 30/08		
2	ML=Mat Leave, L=Leave, NF=Native Funding, NN		
3	School	EAs	FTE
148	WEMPS	Salvador, Nora	1.0
149	TOTAL #'S		126.0
150			

Letter of Understanding

Between

Ontario North East District School Board

And

Ontario Secondary School Teachers' Federation, District 1 Educational Assistants Bargaining Unit

Protocol re External Agencies

The parties agree to meet within thirty (30) days of the publication of the Provincial Protocol Template in order to review the document and where appropriate determine an implementation strategy if necessary for the Ontario North East District School Board and the District 1 Educational Assistants Bargaining Unit.

representatives and 3 Union representatives and the Union shall have the right to have a provincial representative present.

Letter of Understanding

Between

Ontario **North** East District **School** Board

And

Ontario Secondary School Teachers' Federation, District **1** Educational Assistants Bargaining Unit

RE: Professional Development Funds

The parties agree to meet to establish the proportional amount of the \$68,331.00 one-time 2008-09 Ministry of Education funding enhancement for Professional Development and training which is to be provided to the bargaining unit.

The Bargaining Unit's share of this enhancement shall be the ratio between the OSSTF Bargaining Unit's FTE to the total FTE of the Board's unionized and non unionized Education Support Workers, as reported in the Board's 2006-07 Financial Statements.

The approximate amount of \$21,854.00, shall be provided to the bargaining unit no later than December 31, 2008.

Letter of Understanding
Between

Ontario North East District School Board
And

Ontario Secondary School Teachers' Federation, District 1 Educational Assistants Bargaining Unit

RE: Violence in the Workplace

The Board and the OSSTF Educational Assistants Bargaining Units shall establish a Joint Committee on Workplace Violence, consisting of up to three (3) representatives each, no later than February 28, 2010. The Committee shall review the recommendations from the Joint Task Group (Provincial Task Group from PDT) and where appropriate determine an implementation strategy for such recommendations for the 2010-11 school year and beyond.

Letter of Understanding
Between

Ontario North East District School Board
And

Ontario Secondary School Teachers' Federation, District 1 Educational Assistants Bargaining Unit

RE: Provincial Support Workers Advisory Group (SWAG)

Should there be representatives from the Bargaining Unit, appointed to the Provincial Support Workers Advisory Group (SWAG) which meet during the work day, they shall be granted paid leave by the employer. Such members shall be treated in all respects as if they were at work.

Any such leave shall be in addition to any Union Leave granted in Article 19.02 Union Leave.

