



OTTAWA-CARLETON  
DISTRICT SCHOOL BOARD

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD**  
**(Hereinafter called "THE EMPLOYER")**

**AND**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**(Hereinafter called "THE UNION")**

**Comprising Members of**

**O.S.S.T.F. (District 25) EDUCATIONAL ASSISTANTS**

**EFFECTIVE 1 SEPTEMBER 2004 TO 31 AUGUST 2007**

**EDUCATIONAL ASSISTANTS (OSSTF DISTRICT 25)**

**EXECUTIVE MEMBERS**

**OSSTF OFFICE**

**729-7211**

President	Cindy Dubue
Vice-President	Scott Lalonde Barbara Wallace
Secretary	Cindy Arthurs
Treasurer	Valerie Gourlay
Chief Negotiator	Cheryl Cavell
Executive Officer	Violet Adair Julia Breakey
Educational Services Officer	Shari Fisher
Communication Officer	Randall Sullivan

**OSSTF PROVINCIAL OFFICE 1-800-267-7867**

Please contact the following for any specific information you may require concerning this Collective Agreement:

**OCDSB OFFICE**

**596-8211**

Human Resources Officer (Administrative and Support Staff)	ext. 8248
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## **ARTICLE 1 - PURPOSE**

- 1.01 It is the purpose of this agreement to:
- (a) set forth within this agreement terms and conditions of employment together with rates of pay, benefits, working conditions and other related provisions mutually agreed upon by the parties;
  - (b) establish mutually beneficial relations between the Employer and the Ontario Secondary School Teachers' Federation (OSSTF) District 25, Educational Assistants' Unit;
  - (c) provide for procedures for the prompt disposition of all matters in dispute between the parties.
- 1.02 Where reference indicating gender is used throughout this agreement, the other gender shall be equally included.

## **ARTICLE 2 - TERM OF AGREEMENT**

- 2.01 Term of Agreement 1 September 2004 to 31 August 2007, and from year to year thereafter, unless either party notifies the other party in writing, as to its desire to renew the Agreement with or without modification, pursuant to the Ontario Labour Relations Act, 1995.
- 2.02 Notwithstanding the period of notice cited in Article 2.01, either party may notify the other, in writing within the period commencing one hundred and twenty (120) calendar days prior to the expiration date, that it desires to renew the Agreement with or without modification, in accordance with the Ontario Labour Relations Act, 1995.
- 2.03 If either party gives notice of its desire to renew the Agreement in accordance with Article 2.01 or Article 2.02, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the agreement in accordance with the Ontario Labour Relations Act, 1995.
- 2.04 Amendments to the terms and conditions contained in the Agreement during its term shall be made in writing and only by mutual consent of the Employer and the Bargaining Unit.
- 2.05 Where legislative changes are made which directly affect any provisions of this agreement, either party may give notice to the other party requesting a meeting of the negotiating teams to address the matters. This meeting to resolve legislative changes shall be held within thirty (30) calendar days unless the parties mutually agree to extend the timeline.

**ARTICLE 3 - RECOGNITION**

- 3.01 The Ottawa-Carleton District School Board (hereinafter referred to as "the Employer") recognizes the Ontario Secondary School Teachers' Federation (hereinafter referred to as "the Union") as the bargaining agent for all Educational Assistants in the regular day school, Wednesday Night and Summer School programs, save and except:
- (a) supervisors and persons above the rank of supervisor; and
  - (b) persons for whom any trade union held bargaining rights established by the "Bargaining Unit Designation" agreement signed on 30 June 1998; and
  - (c) persons who were designated as non-affiliated/union exempt established by the "Bargaining Unit Designation" agreement signed on 30 June 1998.
- 3.02 In the event that the Employer creates a new position within the bargaining unit, the Employer shall establish the rate of pay for such position, subject to the right of the Union to grieve the established rate of pay.
- 3.03 The Employer recognizes the right of the OSSTF to authorize the Bargaining Unit or any other duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this collective agreement.
- 3.04 The OSSTF and the Bargaining Unit recognize the right of the Board to authorize any duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this collective agreement.

**ARTICLE 4 - SUMMER SCHOOL AND WEDNESDAY NIGHT SCHOOL PROGRAMS**

- 4.01 The Educational Assistants employed in the Wednesday Night and Summer School programs shall be hired by posting the vacancies to the Bargaining Unit as set out in Article 23 (Job Posting). The incumbent shall be entitled to remain in the position; in the event the incumbent relinquishes the position, the position shall be reposted.

Educational Assistants in the Wednesday Night and Summer School programs shall be paid in accordance with the following:

Step 1	Step 2	Step 3	Step 4
\$13.99	\$14.71	\$15.43	\$16.15

In addition to the above rates, Educational Assistants shall receive 4% vacation pay. Pay shall be subject to statutory deduction. An employee shall progress to the next step of the salary range after the completion of one hundred (100) hours in a Wednesday Night or Summer School program.

All employees shall be paid, by direct deposit to the employee's credit in a branch of a chartered bank, Credit Union, or trust company as designated by the employee and located in the Regional Municipality of Ottawa-Carleton with a computerized system compatible with that used by the Ottawa-Carleton District School Board.

4.02 The following articles shall apply to Wednesday Night and Summer School Program employees:

- Term of Agreement
- Recognition
- Strikes and Lockouts
- Union Security
- Bargaining Unit Representation
- Management Rights
- No Discrimination
- Federation Leave
- Grievance & Arbitration

## **ARTICLE 5 - DEFINITIONS**

5.01 A Full-time Educational Assistant means an employee required to work 33 hours per week (6.6 hours per day) on a school year basis, exclusive of a forty (40) minute continuous lunch period.

A Part-time Educational Assistant means an employee required to work 16.5 hours per week (3.3 hours per day) on a school year basis.

5.02 A "temporary vacancy" means a position created by an approved leave of absence, illness, LTD, or a "Special Project" of up to one year.

5.03 Term refers to those employees who are temporarily employed for a period longer than three consecutive months in the same position. Term employees are hired to replace Regular employees who are off on an approved leave, illness, LTD, or to provide staffing for special assignments that are expected to be temporary in nature.

The following articles apply to Term employees, with specific exceptions and or exclusions provided for in specific articles:

Term of Agreement	Sick Leave
Recognition	Federation Leave
Definitions	Leave of Absence with Pay
Strikes & Lock-outs	Pregnancy/Parental Leave
Union Security	Staffing and Placement
Bargaining Unit Representation	Grievance & Arbitration
Management Rights	Public Holidays
No Discrimination	Vacation
Discipline and Discharge (Article 12.03 only)	Human Resource Files
Hours of Work	Professional Development
Arbitration	General
Salary	
Benefits	

5.04 Casual employee refers to those hired on a temporary basis for less than three (3) consecutive months. Casual employees are hired to replace Regular or Term employees who are off sick or Regular employees on an approved leave for less than three (3) months. If the position extends beyond three (3) months, the Casual employee will become a Term employee.

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

Term of Agreement	Salary
Recognition	Grievance/Arbitration
Union Security	General
Hours of Work	

5.05 O.S.S.T.F. means the Ontario Secondary School Teachers' Federation hereinafter referred to as "the Union".

5.06 O.S.S.T.F. District 25 means the employees represented by the O.S.S.T.F. employed by the Ottawa-Carleton District School Board hereinafter referred to as "the Bargaining Unit".

5.07 Supervisor shall mean Manager, Principal or Vice-Principal.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

6.01 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall have the meanings ascribed to them in the Ontario Labour Relations Act.

6.02 In the event of a strike by other employees of the Board, the parties agree that:

- i) the Employer shall notify the President of the Educational Assistants Bargaining Unit immediately when the situation is evident;
- ii) a consultative committee comprised of two representatives of the Bargaining Unit and two representatives of the Employer shall meet to discuss the ramifications of the strike as they pertain to members of the Educational Assistants Bargaining Unit.

Specifically the committee will address the following issues:

- i) the health, safety and duties of Educational Assistants Bargaining Unit members during the strike;
- ii) other strike related issues which may affect members of Educational Assistants Bargaining Unit.

6.03 In the event of a strike by other Employees of the Board the parties agree that employees in this bargaining unit shall only be required to perform their normal and regular duties including incidental duties associated with their position.

#### **ARTICLE 7 - UNION SECURITY**

7.01 All employees covered by this Collective Agreement shall be members of the Union. All newly hired employees shall as a condition of employment become members of O.S.S.T.F. as of the first day of employment.

All employees covered by this Collective Agreement shall as a condition of employment pay union dues.

Nothing in this provision shall require the Employer to discharge an employee.

7.02 The Employer shall deduct union dues from the salary payments made to employees. OSSTF shall notify the Employer of the OSSTF dues owing. The Union agrees to provide the Employer with at least four (4) weeks' notice in writing of its desire to alter the amount of such dues. Such amount shall be a fixed amount, that will be deducted from each pay.

7.03 The OSSTF dues deducted in Article 7.02 shall be remitted to the Union, c/o The Treasurer, OSSTF, 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15th day of the month following the month which the deductions were made.

7.04 The Employer shall deduct a local levy from the salary payments made to employees. The Bargaining Unit shall notify the Employer of the Bargaining Unit local levy owing.

The Union agrees to provide the Employer with at least four weeks' notice in writing of its desire to alter the amount of such dues. Such amount shall be a fixed amount that will be deducted from each pay.

- 7.05 All local levy deducted in Article 7.04 shall be remitted to the Union, c/o The Treasurer of OSSTF District 25, no later than the 15th day of the month following the month in which the deductions were made.
- 7.06 For the purposes of remitting fees in accordance with Articles 7.03 and 7.05 the Employer shall provide the Union with the employee's name, work location, social insurance number, pay period, salary, and amount of dues deducted. A copy of the dues submission list made to OSSTF shall be forwarded to the President of the Bargaining Unit.
- 7.07 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.
- 7.08 The Employer will provide the Bargaining Unit with a copy of the notification of employment for each new hire including the employee's name, job category, and job location.
- 7.09 The Employer shall provide to the Union the following information regarding its members: transfers, layoff notices, appointments, promotions, retirements, resignations, recall notices, acting assignments and exchanges. In addition, the Employer agrees to provide a copy of any non-confidential system-wide memoranda issued by the Employer which relates to any provisions covered by this Agreement.
- 7.10 The Employer shall supply sufficient copies of this Agreement for all employees in the Bargaining Unit and to each new employee at the time of hiring. The Employer shall also provide fifty (50) copies of this agreement to the Union. The parties shall share equally the cost of printing and distribution.
- 7.11 The Employer shall provide bulletin boards in each location for posting notices of interest to Bargaining Unit members.

## **ARTICLE 8 - BARGAINING UNIT REPRESENTATION**

- 8.01 The President of the Bargaining Unit shall notify the Employer of the names of its elected and appointed representatives.
- 8.02 The Employer will recognize the following Bargaining Unit Committees:

- (a) The Bargaining Unit Negotiating Committee, consisting of not more than five (5) members of the Union for the purpose of conducting negotiations with the representatives of the Employer, provided that the Bargaining Unit may, from time to time, substitute on the Negotiating Committee.

Members of the Bargaining Unit Negotiating Committee who spend work days negotiating shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this agreement. The Employer will compensate three (3) members of the Bargaining Unit Negotiating Committee for regular hours spent in negotiating meetings between the parties to the extent that they shall suffer no loss of regular earnings. The Bargaining Unit agrees to reimburse the Employer for the full amount of all salary and benefits paid to additional members of the Bargaining Unit Negotiating Committee for days spent in negotiations. Where applicable benefits shall be deemed to equal 17% of employee's salary.

Members of the Bargaining Unit's Negotiating Committee shall inform the appropriate supervisor five (5) days in advance of absences owing to negotiations. Where it is not possible to provide five (5) days notice, the appropriate arrangements will be made by the Employer on behalf of the members of the Bargaining Unit's Negotiating Committee.

- (b) The Labour-Management Committee, consisting of not more than three (3) members of the Union, and not more than three (3) representatives of the Employer, for the purpose of improving communications between the Parties to the Agreement and discussing matters of mutual concern. The parties shall schedule a meeting at a time mutually agreeable to the parties within thirty (30) calendar days of either party giving written notice.

The Labour Management Committee shall consider and attempt to resolve all issues of mutual concern with the object of promoting positive relationships between the Employer and employees. It is understood that this Committee shall have no power to alter, amend, add to or modify the terms of this Agreement.

An employee who is on the Labour-Management Committee shall receive wages, benefits, experience and seniority as if actively at work and to the extent that they shall suffer no loss of regular earnings.

- (c) The Grievance Committee, consisting of not more than three (3) members of the Bargaining Unit, one of whom shall be the President, to assist or represent an aggrieved member of the bargaining unit. One member of the Bargaining Unit grievance committee shall be relieved from regular duties for all meetings scheduled with the Employer to process and/or attempt to resolve a grievance. This member of the Grievance Committee assisting

the grievor shall receive wages, benefits, experience and seniority as if actively at work and to the extent that they shall suffer no loss of regular earnings.

- 8.03 The parties recognize that the Joint Health and Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations. The parties agree that this article does not incorporate the Occupational Health and Safety Act and Regulations in the collective agreement. The parties further recognize the Bargaining Unit representation on this committee.

#### **ARTICLE 9 - MANAGEMENT RIGHTS**

- 9.01 Except as may be specifically limited or abridged by the language of this Collective Agreement, and the right of any employee to lodge a grievance under the grievance procedures in the manner and extent herein provided, all rights of management and decisions shall be vested with the Employer.
- 9.02 The Employer agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.
- 9.03 The Employer and the Union agree that the provisions of this Article do not preclude representations and consultations by the Board and the Union concerning any matters relating to members of this bargaining unit.

#### **ARTICLE 10 - NO DISCRIMINATION**

- 10.01 The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, colour, age, sex, sexual orientation, political or religious affiliation, by reason of membership or non-membership in the Union.

#### **ARTICLE 11 - PROBATIONARY PERIOD**

- 11.01 A newly hired employee shall be considered to be on probation for a period of six (6) consecutive months of employment. Where the employee is discharged for non-disciplinary reasons, the Employer agrees to give one (1) week's notice, or pay in lieu, to the probationary employee.
- 11.02 Where a newly hired employee has been employed in a temporary position for a minimum of three months in the twelve (12) month period prior to the date of hire, the period or periods of temporary employment shall accumulate for the purpose of reducing the probationary period by a maximum of one (1) month.

## **ARTICLE 12 - DISCIPLINE AND DISCHARGE**

12.01 Subject to Article 11.01, no employee shall be disciplined or discharged without just cause.

Notwithstanding any other provisions of the Collective Agreement a probationary employee may be discharged for reasons less serious than a non-probationary employee.

12.02 The Employer shall hold a meeting with the employee in order to discipline or discharge that employee.

12.03 Where an employee is required to attend a meeting, the outcome of which may result in the imposition of discipline, suspension or discharge, with the Employer or a representative of the Employer, the employee shall be advised of their right to have a representative of the Bargaining Unit at the meeting. The Board shall allow the employee reasonable time to arrange for the attendance of Bargaining Unit representatives.

12.04 In the event an employee is disciplined or discharged by the Employer, such notice of discipline, suspension, or discharge shall be in writing to the employee concerned. Such notice shall set forth the reasons for such discipline or discharge. Where the employee has elected to have Union representation, a copy of the notice shall be sent to the President of the Bargaining Unit.

## **ARTICLE 13 - HOURS OF WORK**

13.01 Full-time employees shall work those days determined by the Ministry of Education and the Employer to be "school days" as that term is used in the Education Act. The normal hours of work on such school days shall be 6.6 hours per day, exclusive of a 40 minute continuous lunch period.

Part-time employees shall work those days determined by the Ministry of Education and Employer to be "school days" as that term is used in the Education Act. The normal hours of work on such school days shall be 3.3 hours per day.

13.02 Each full-time employee will be permitted a fifteen (15) minute rest period in each half of the employee's scheduled hours of work per day, or such other form of rest period as is satisfactory to the employee and the Supervisor.

Each part-time employee will be permitted a fifteen (15) minute rest period per day, or such other form of rest period as is satisfactory to the employee and the Supervisor.

13.03 Where an employee is required to travel from one work location to another, the employee shall be entitled to a thirty (30) minute uninterrupted, unscheduled lunch period as required by the Employment Standards Act.

Where an employee voluntarily applies for two assignments which require travel from one work location to another, the Employer shall not be required to alter the assignments to accommodate this provision. The end time of the first assignment and the start time of the next assignment must be separated by at least 30 minutes or reasonable travel time whichever is greater, otherwise the employee shall not be entitled to both assignments.

## **ARTICLE 14 - SALARY**

### 14.01 Salary

Employees will be paid according to the salary scale set out in Appendix "A" which forms an integral part of this Collective Agreement.

An employee who works only a portion of the "school days" in the school year is entitled to be paid the employee's salary in the proportion that the total number of "school days" worked bears to the whole number of "school days" in the year.

Part-time employees who are employed in term assignments shall be compensated at the rate of pay of a term assignment in accordance with Appendix "A".

### 14.02 Method of Pay

Employees shall be paid by-weekly, by direct deposit to the employee's credit in a branch of a chartered bank, Credit Union, or trust company as designated by the employee and located in the Regional Municipality of Ottawa-Carleton with a computerized system compatible with that used by the Ottawa-Carleton District School Board. The Employer will distribute records of earnings to each employee at his or her place of work.

### 14.03 Increments

An employee shall, subject to satisfactory performance, receive the increment as shown on the salary schedule commencing with the anniversary date of the employee's date of hire for the period of active service with the Employer.

### 14.04 Correction of Errors

In the event of an error in salary, the Employer shall make the appropriate adjustment equal to the amount required to correct the amount over or under paid during the school year in which the error is discovered. Where a correction of an

error requires that an employee repay an amount in excess of \$200.00, a schedule of payment shall be determined by mutual consent of the Employer and the employee.

#### 14.05 Deductions

Employment Insurance premiums, Canada Pension and Income Tax deductions shall be made as prescribed by legislation. Pension deductions shall be made as prescribed by the Ontario Municipal Employees Retirement System/Ontario Teachers' Pension Plan.

#### 14.06 Time Off In Lieu

Employees who are asked by their Supervisor to work beyond the normally scheduled work day for functions such as Parent-Teacher interviews or open houses shall be entitled to equivalent time off in lieu at a mutually agreeable time and where no time can be scheduled it shall be paid at straight time.

### **ARTICLE 15 - HEALTH INSURANCE AND PENSION BENEFITS**

15.01 Effective 1 September 1999 the following Group Insurance and Health plans shall be provided by the Employer to all regular employees employed on a regular basis for sixteen and one-half (16.5) or more hours per week in accordance with the procedures as required by the Insurance Policies. Unless otherwise provided for herein, the plan design shall be in accordance with the former Carleton Board of Education Administrative and Support employees.

- (a) Group Life Insurance (compulsory) providing \$45,000 coverage. Accidental Death and Dismemberment Insurance (compulsory) providing \$15,000 coverage.

Employees who were previously entitled to group life insurance providing coverage of three (3) times salary may elect to continue that coverage under the group life plan at the same amount, with the employee paying 100% of the difference in the premium above the \$45,000 coverage. employees who elect not to continue this higher coverage shall forfeit their right to continue this coverage.

- (b) Health Plan including Semi-Private, Major Medical Insurance, Vision Care \$200.00 every two years (Effective 1 September 2005 Vision Care \$250.00 every two years; Effective 1 September 2006 Vision Care \$275.00 every two years), ManuAssist (compulsory).
- (c) Dental Care Plan (compulsory) - Basic Plan plus 50% co-insurance for:
  - i) Major Restorative Services - (\$1,200 annual maximum per insured person)

ii) Orthodontic Services - (\$1,000 annual maximum per insured person)

On 1 January of each year the previous year's ODA Schedule will be in effect.

The Dental Care Plan concerning recall exams (under Routine Treatment) will provide coverage for oral examinations, teeth cleaning, topical application of fluoride solutions, oral hygiene instructions and bite-wing x-rays once every nine (9) months from the date of the last visit.

- (d) Optional Term Life Insurance
- (e) Optional Accidental Death and Dismemberment Insurance
- (f) Pregnancy/Adoption Leave SEB Plan -

The Employer will provide a pregnancy/adoption leave EI SEB Plan for the two week waiting period under the Employment Insurance Act (EI) of 95% of the employee's salary. Commencing with the third week of the leave, employees granted pregnancy/adoption leave shall be entitled to receive a fifteen (15) week benefit of \$75.00 per week.

No payment shall be made for any periods during which the employee is not otherwise entitled to earn pay.

15.02 The Employer shall contribute 90% of the required premiums for coverage described in (a), (b), and (c) above. Employees shall pay 100% of premium costs for coverage described in (d) and (e) above.

15.03 Term employees who are employed for a minimum period of a full school year shall be entitled to enroll in the benefit provisions described in (a), (b), and (c) with the Employer contributing 90% of the required premiums.

#### 15.04 Eligibility for Benefits

All regular employees who are employed on a half-time or greater basis shall be eligible for the benefit plans in accordance with 15.01 and the applicable policies.

#### 15.05 Positive Enrolment

Compulsory positive enrolment will ensure that the co-ordination of benefits provision is correctly administered by the health, vision care and dental insurer. Positive enrolment will apply to any employee enrolled in family health, vision or dental coverage.

As required by the insurance carrier under Positive Enrolment, the following information or information of a similar nature will be required to be submitted to the insurer:

- (a) effective date of coverage of employee;
- (b) level of coverage;
- (c) employee name, date of birth, and employee identification number;
- (d) name of spouse (as defined by the policy), date of birth and whether the spouse has Employer health, vision care and/or dental coverage, and if so, on a single or family basis, name of spouse's Employer, plan or policy number, name of insurer;
- (e) for each eligible dependent child as defined by the policy, name, date of birth, and whether the child is a full time student, or disabled and incapable of self-sustaining employment.

Dependent claims will not be processed until the insurer receives the required information. The insurer must be informed of any changes to the dependent information within 31 days of the change.

#### 15.06 Long Term Disability Plan

The parties recognize the Bargaining Unit Administered LTD Plan and agree there shall continue to be cooperation between the Employer, the Plan Administrator and the Policy Holder in the administration of the plan.

Long Term Disability Insurance is compulsory to new and existing enrolled members. Employees shall pay 100% of the premium cost.

#### 15.07 Administration of Benefits Policies

The parties recognize that the payment of benefits is solely the responsibility of the carrier(s).

This does not release the Employer from liability for errors in procedures or administration.

If a member encounters difficulty in the application of any portion of the Benefit Plans, the Bargaining Unit and/or the member may request and receive written clarification of the carrier's position from the Employer (excluding LTD).

#### 15.08 Benefit Plan Policies

Upon receipt of a written request, the Employer will provide the Bargaining Unit with relevant membership information and all portions of insurance policies relevant to its membership as well as a meeting to discuss such information.

The Bargaining Unit undertakes to provide the Employer with the relevant portions of any policy or policies it may enter into on its own behalf upon receipt of a written request from the Employer to do so. This undertaking is also subject to the availability of the information from the insurer.

## **ARTICLE 16 - SICK LEAVE**

### Crediting of Sick Leave

- 16.01 (a) A regular employee shall be entitled to accumulate sick leave credits at the rate of two (2) days per month worked. Sick leave shall be prorated for part-time employees.
- (b) In order to earn sick leave credits for a month, the employee must have worked or have been paid for at least one-half (1/2) the available working days in that month.
- (c) Such sick leave days shall be credited to the employee's sick leave account on 1 September each year, unless the employee is on leave, in which case, the number of sick days based on the balance of the year following the employee's return shall be prorated as required and credited to the employee's account on the first day of return.
- 16.02 (a) All unused sick leave at the end of each school year shall be accumulated to the credit of each employee. There shall be a maximum entitlement of three hundred and forty (340) days of sick leave credits which can be accumulated by the employee.
- (b) Notwithstanding Article 16.02 (a) an employee with the predecessor boards with more than three hundred and forty (340) days of accumulated sick credits shall have their total sick leave credit on August 31, 1999 transferred to the new plan. No further accumulation shall be permitted unless the balance of sick leave falls below three hundred and forty (340) days, in which case Article 16.02(a) above applies.
- 16.03 Newly hired employees shall be credited with sick leave days accumulated by the employee as a result of employment with another school board in Ontario which has an established sick leave credit plan under the Education Act, such that their cumulative sick leave entitlement does not exceed the maximum three hundred and forty (340) day entitlement. Such credits shall not be used in determination of eligibility for or calculation to determine a sick leave gratuity. Sick leave taken shall result in a deduction of sick leave credits beginning with any accumulated credits arising from the previous employment.

16.04 Where an employee resigns from the Employer and is subsequently rehired by the Employer, the employee shall have the sick leave credits reinstated which were credited at the time of the resignation, such that their cumulative sick leave entitlement does not exceed the maximum three hundred and forty (340) days entitlement. Such reinstated credits shall not be used in determination of eligibility for or calculation to determine a sick leave credit gratuity. Sick leave taken during the second term of employment shall result in a deduction of sick leave credits beginning with any accumulated credits arising from the first period of employment.

#### Administration of Sick Leave Plan

- 16.05 (a) There shall be a cumulative sick leave credit plan.
- (b) Under this plan, every employee shall be entitled to have placed in his/her credit, the correct accumulated sick leave credits standing to his/her account under the sick leave credit plan of the predecessor boards of the Employer and the OCDSB as of 31 August 1999.
- (c) The Director of Education or designate shall do and perform all things necessary for the conduct of the sick leave credit system.
- 16.06 The Director of Education or designate shall keep a register or registers in which shall be entered the credits, the accumulated credits and the deductions therefrom. Employees shall be provided annually with a statement of sick leave credits, indicating the balance as at the end of the previous school year.

#### Sick Leave Deductions

- 16.07 An employee is eligible for sick leave pay when he/she is unable to perform his/her regular duties because of illness or injury, and provided that:
- (a) the employee has unused accumulated sick leave credits;
- (b) the employee is not on other leave with or without pay, unless otherwise provided for in the Agreement;
- (c) the employee is not eligible to receive benefits under the L.T.D. plan.
- 16.08 (a) Deductions shall be made from an employee's sick leave credits for the number of days absent because of illness.
- (b) Where an employee is absent for less than a work day, the deduction shall be prorated.

- 16.09 An employee who is, or will be, absent from duty as a result of his/her illness shall inform his/her Principal or designate forthwith and, in any event, not later than the scheduled starting time of his/her daily assignment.
- 16.10 (a) The Employer reserves the right to require a medical certificate after three or more consecutive days absence;
- (b) Notwithstanding 16.10 (a), the Principal, after notifying the Superintendent of Schools and the Bargaining Unit President of the reasons for his/her concerns regarding an employee's absences, may require an employee to provide a medical certificate.
- (c) Where the Employer requires an employee to provide a medical certificate, the cost of the certificate will be borne by the Employer.
- 16.11 Term employees shall be entitled to two (2) days of sick leave per month, after the completion of six consecutive months of employment. Sick leave shall be prorated accordingly for part-time term employees. A term employee must work at least half the available working days in a month to receive sick leave credits.

Such credits shall not accumulate and shall expire at the end of the term assignment, unless the employee is directly hired into a regular position.

Following the completion of six consecutive months of employment in a term assignment, an employee shall be credited with sick leave to the beginning of the assignment.

Notwithstanding the above paragraph, where a term employee is hired into a position that is known to last for more than six months, the employee shall be credited with sick leave commencing the first month of the term assignment.

#### 16.12 Injury on Duty Leave

An employee who is absent as a result of an injury incurred in the course of his/her normal duties which is compensable under the Workplace Safety Insurance Act and who reports such injuries immediately in accordance with procedures established by the Employer, shall be granted Injury on Duty Leave with pay for the period of absence to a maximum of fifty (50) working days for any one (1) incident. Beyond fifty (50) working days, the provision of the Workplace Safety and Insurance Act apply.

**ARTICLE 17 - RETIREMENT GRATUITY**

17.01 An employee who has completed a minimum of ten (10) years continuous service with the Employer since the last day of hire and who retires for any of the following reasons shall be entitled to a Gratuity calculated in accordance with 17.06 (a):

- (a) Becoming eligible for a pension as defined by O.M.E.R.S. or T.P.P. (upon submission of proof that pension payments will commence within two (2) months of termination);
- (b) Is 55 years of age or greater at the time of retirement and elects to defer their pension benefits until a later date;
- (c) Permanent disability as defined by O.M.E.R.S. or T.P.P;
- (d) In the event that an employee dies, the entitlement of the gratuity shall be paid to the estate of the employee or designated beneficiary.

17.02 An employee shall not be entitled to a gratuity who resigns at the request of the Employer to avoid dismissal for cause.

17.03 An employee who resigns for any reason and is later rehired shall be considered a new employee for gratuity benefits from the last date of hire.

17.04 The gratuity shall be paid in full within one (1) month following the date of retirement, or in a manner mutually agreeable to the employee and the Employer.

17.05 Sick leave transferred from another school board in accordance with the Sick Leave provisions of this collective agreement shall be ineligible for gratuity purposes.

17.06 (a) A gratuity referred to above shall be calculated as follows:

Number of Years Service (Max. 20)	x	Salary Rate of Employee at Retirement	x	Number of Days of Accumulated <u>Sick Leave (Max.200)</u>
20		2		200

- (b) In no case shall the gratuity exceed 50% of the employee's salary rate at the time of retirement.
- (c) (i) "Salary rate" for the purposes of determining the gratuity shall mean the annual rate of pay paid to the employee as of the date of retirement; or

- (ii) Where an employee retiring is on a part-time leave of absence, salary rate shall mean the salary paid by the Employer for the employee's last working day, adjusted to reflect the equivalent full-time rate.
- (iii) In the event that the employee is granted an extension of employment beyond the employee's normal retirement date, the annual rate paid to the employee as of the end of the month in which the employee reaches age 65; or
- (iv) In the event that the employee retires while receiving Long Term Disability Insurance benefits, Workplace Safety Insurance benefits or such leave during which the employee is not receiving direct salary payment by the Employer, the last salary rate paid to the employee prior to the commencement of such leave.

17.07 "Service" for the purposes of determining the gratuity shall be calculated as being equal to the number of continuous years of active paid employment with the OCDSB and one of its predecessor boards. Periods of leave without pay shall not break the continuous years of services, however, such periods will not be included in the calculation for the purposes of eligibility for a gratuity or in the calculation of a gratuity.

**ARTICLE 18 - FEDERATION LEAVE**

18.01 (a) Local District 25

- (i) The Employer agrees that the President and Bargaining Unit Officer shall be released from full-time or half-time duties in order to undertake his/her elected responsibilities. A request for leave of an employee on a half-time basis shall be subject to staffing requirements and the ability of the Employer to accommodate half-time positions.
- (ii) District 25 Educational Assistants Bargaining Unit agrees to reimburse the Employer for the full cost of salaries and benefits for each of the President and the Bargaining Unit Officer, respectively.
- (iii) The status of the above-noted officers shall continue to be that of employees of the Employer, retaining all applicable rights and privileges thereto. The Bargaining Unit shall assume responsibility and/or cost of vacation credits accumulated while on leave.

- (iv) The Bargaining Unit shall notify the Employer prior to 1 June as to its intent respecting the above leave(s) and the names of the Union representatives.
- (v) Subject to the layoff and recall provisions of this agreement, an employee shall be entitled to be placed in their original position or location prior to the leave.

The principal shall consult with the employee prior to the determination that the position is no longer available. In the event that neither of the foregoing can be accommodated, or for a leave beyond two years, the employee will be declared surplus and subject to the provisions of Article 25 (Procedure for Staffing and Placement).

- (b) The Bargaining Unit shall be entitled up to fifty (50) equivalent days leave per year, to be taken in blocks of not less than one-half (1/2) days in order to conduct Union business. Leave shall be taken only with the written authorization of the Union President. Such leave shall be scheduled at a time mutually agreeable to the employee and the Principal, submitted to the Superintendent of Human Resources with a minimum of three (3) days notice. The Bargaining Unit agrees to re-imburse the Employer for the cost of salary and benefits for such leaves. Where applicable, the benefits shall be deemed to equal seventeen percent (17%) of the employee's salary.

#### 18.02 Provincial

The Employer shall grant a leave of absence to a member of the Bargaining Unit who has been elected to serve as a full-time officer of O.S.S.T.F. at the provincial level.

Such leave shall be granted under the following conditions:

- (a) In a school year a maximum of two (2) leaves shall be available;
- (b) The Union shall notify the Employer as soon as possible following the annual elections of any leave requirements for the following school year. Each leave shall be granted for two (2) years;
- (c) Subject to the layoff and recall provisions of this agreement, an employee shall be entitled to be placed in their original position or location prior to the leave. The Principal shall consult with the employee prior to the determination that the position is no longer available. In the event that neither of the foregoing can be accommodated, or for a leave beyond two

(2) years, the employee will be declared surplus and subject to the provisions of Article 25 (Procedures for Staffing and Placement);

- (d) An employee wishing to return early from leave may return at the discretion of the Employer.
- (e) The Union agrees to reimburse the Employer for the cost of salary and benefits for the time absent. Where applicable, benefits shall be deemed to equal 17% of the employee's salary.

18.03 The Employer may grant a leave of absence of up to one (1) year to a member of the Bargaining Unit who has been seconded to serve in a position at OSSTF Provincial Office. Such leave shall be requested no later than one month from the start date of the secondment. The Union agrees to reimburse the Employer for the cost of salary and benefits for the time absent. Subject to the layoff and recall provisions of this Collective Agreement, upon return from the secondment, the employee shall be placed in their original position if such exists, or a comparable position upon return from leave.

## **ARTICLE 19 - LEAVES OF ABSENCE WITH PAY**

### **19.01 General Conditions**

Leaves of absence with pay provided for in this Article will be granted subject to the following conditions:

- (a) Continuation of salary and benefits entitlements;
- (b) Without deduction of sick leave credits;
- (c) Without interruption of seniority or experience credit;
- (d) An employee on any form of leave is not eligible for any other form of leave until the expiry of the initial leave period;
- (e) Upon request by the Superintendent or designate, acceptable evidence verifying the need for the absence will be provided by the employee.

### **19.02 Compassionate Leave**

Employees shall be granted leave with pay in the following circumstances:

- (a) Up to five (5) days in the event of the death of any of the following: spouse, child, parent, grandchild, sibling, mother-in-law, father-in-law.
- (b) Up to three (3) days in the event of the death of any of the following: uncle, aunt, nephew, niece, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a person in a direct *in loco parentis* relationship or a person with whom the employee resides or resided.

- (c) One (1) day to attend the funeral in the event of the death of a close personal friend.
- (d) Up to three (3) days in a school year in the event of serious illness of a child, spouse, parent or sibling to arrange alternate care.

Additional leave without pay may be granted by the Principal in extenuating circumstances.

#### 19.03 Religious Holy Days

Up to three (3) days leave with pay in any one school year shall be granted for the observance of recognized religious holy days.

#### 19.04 Special Leave

Up to three (3) days of special leave with pay shall be granted in any school year by the Principal for matters of urgent and/or essential business including, but not limited to, one day for the moving of personal effects.

Additional leave without pay may be granted by the Principal in extenuating circumstances.

#### 19.05 Paternity Leave

Up to two (2) days leave with pay per child shall be granted in any one school year by the employee's Supervisor. Such leave may be granted on any day in the period beginning with the day of admission and surrounding the release day from the hospital. Where the birth does not occur in a hospital, the leave of up to two (2) days may be taken to embrace the time of birth.

19.06 Term employees shall be entitled to leave as specified in 19.02 of this Article.

#### 19.07 Quarantine

Leave with pay shall be granted in any case where, because of exposure to a communicable disease, an employee is quarantined or otherwise prevented by order of the Regional Medical Officer of Health or designate from attending to his/her duties.

#### 19.08 Court Leave

Leave of absence with pay shall be granted to an employee who is required:

- (a) to serve on a jury; or

- (b) by subpoena or summons to attend as a witness in court or other legal proceedings to which the employee is not a party or one of the persons charged provided the employee pays to the Employer any fee, exclusive of traveling allowances or living expenses, that the employee receives.

## **ARTICLE 20 - LEAVES OF ABSENCE WITHOUT PAY**

### 20.01 Leaves of Absence

- (a) After the completion of two (2) years continuous regular employment with the Employer, a full time or part-time leave of absence without pay of up to one (1) year may be granted to a regular employee. An employee must submit a written request to the Superintendent of Human Resources or designate setting out the start and end dates of the leave and the reason for the leave.
- (b) A leave of absence without pay may be renewed for a second consecutive year upon the mutual agreement of the Employer and the employee. The employee shall provide at least four (4) weeks notice of a request to renew a leave of absence without pay.
- (c) Subject to the Layoff and Recall provisions of this Collective Agreement, an employee returning from a leave of absence without pay of up to two (2) years shall be reinstated to their original position or location assigned prior to the leave. The Principal shall consult with the employee prior to the determination that the position is no longer available. In the event that the foregoing cannot be accommodated, the employee will be declared surplus and subject to the provisions of Article 25 (Procedures for Staffing and Placement).
- (d) For the purposes of the staffing procedures, all employees on part-time leave of absence will be deemed to be full-time employees for the following school year unless they request a change in employment status to a part-time employee.
- (e) An employee may, at the discretion of the Employer, return early from a leave of absence without pay upon giving four (4) weeks notice of the new date of return.
- (f) Except as specified in this Agreement, all benefits, except Long Term Disability, held by an employee at the commencement of a leave without pay may be continued during such leave by the employee with the employee paying all 100% of the premium costs by pre-authorized debit.

Such coverage shall be extended to a maximum of two (2) years with further extensions arranged through the Employer.

## **ARTICLE 21 - PREGNANCY/PARENTAL LEAVES**

### 21.01 Pregnancy Leave

- (a) Pregnancy leave of up to seventeen (17) weeks without pay (subject to amounts payable under Article 15.01(f) - SEB Plan) shall be granted in accordance with the Ontario Employment Standards Act upon written request provided that:
  - (i) the employee has been employed by the Employer for at least thirteen (13) weeks preceding the expected date of birth;
  - (ii) the employee provides a doctor's certificate certifying that she is pregnant and stating the expected date of delivery and the recommended date for commencement of the pregnancy leave.
  - (iii) the employee notifies the Employer as soon as practical, but at least two (2) weeks preceding the estimated date of commencement of leave.

### 21.02 Parental Leave

- (a) In accordance with the provisions of the Ontario Employment Standards Act, an employee who has been employed by the Employer for at least thirteen (13) weeks will be entitled to parental leave without pay of up to thirty-five (35) weeks if pregnancy leave is taken or thirty-seven (37) weeks if no pregnancy leave is taken.
- (b) An employee who has been granted a pregnancy leave shall be granted parental leave upon written request received at least two (2) weeks prior to the date the leave commences. The leave must begin immediately upon termination of the pregnancy leave unless the child has not yet come into custody, care and control in which case the leave must commence within fifty-two (52) weeks of the child coming into custody, care and control.
- (c) Where pregnancy leave has not been taken, an employee may, following the birth of the employee's child or an adopted child coming into the custody, care and control of the parent for the first time, take parental leave of thirty-seven (37) weeks upon written request at least two (2) weeks prior to the date the leave commences. The employee is required to provide documentation verifying the birth or adoption of the child prior to the leave being granted. Parental leave taken in these circumstances must

be taken within fifty-two (52) weeks of the child's birth or of the child coming into custody, care and control.

- (d) An employee may return to work prior to conclusion of the leave period of thirty-five (35) or thirty-seven (37) weeks provided the employee gives the Employer at least four (4) weeks written notice of the day on which the leave is to end.

#### 21.03 General Provisions for Pregnancy or Parental Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of pregnancy or parental leave.
- (b) Seniority shall continue during any term of pregnancy or parental leave.
- (c) The Employer agrees to continue to pay the Employer's portion of benefits premiums and OMERS during the pregnancy or parental leave provided the employee agrees to pay the employee's portion of premiums.
- (d) At the discretion of the Employer, pregnancy or parental leave may be granted to an employee who has not been employed with the Employer for thirteen (13) weeks.
- (e) Sick leave and vacation leave credits shall accumulate for the employee during the time of pregnancy or parental/adoption leave.
- (f) Subject to the Layoff and Recall provisions of this Collective Agreement the Employer may not terminate an employee entitled to pregnancy, parental leave.

21.04 Term employees shall only be entitled to Pregnancy/Parental Leave in accordance with the Employment Standards Act.

#### 21.05 Leave of Absence without Pay following Pregnancy/Parental Leave

A leave of absence without pay beyond the pregnancy, parental/adoption leaves of up to twelve (12) months may be granted by the Employer. The employee agrees to provide at least four (4) weeks written notice of the day on which the leave is to begin. All other provisions related to leaves of absence without pay shall apply to leaves granted under this paragraph.

Subject to the Layoff and Recall provision of this Collective Agreement, an employee returning from Leave shall return to their previous position if it exists, or a comparable position.

## **ARTICLE 22 - SENIORITY**

22.01 (a) For the purpose of this Agreement an employee's "seniority" shall commence on the date of the employee's most recent hiring (other than as a result of a recall after layoff) into a position covered by this agreement, by the Employer and shall continue to accumulate, provided that the employee remains in the employ of the Employer during:

- (i) any period of layoff during which the employee was entitled to be recalled;
- (ii) any authorized leave of absence;
- (iii) any period of secondment to another organization authorized by the Employer; and
- iv) any period of absence caused by sickness or accident subject to Article 22.03.

(b) Seniority is to the system not the location.

(c) For the purposes of seniority, the period of employment of 30 consecutive working days or more in a term position as an Educational Assistant, followed immediately by being hired into a regular position, shall be credited for seniority purposes.

Where consecutive term assignments of thirty (30) days or more occur, without a break in service, the earliest start date of the assignments shall be credited for seniority purposes.

(d) Where seniority is equal, the ranking shall be determined by:

- (i) consecutive years of service with the Employer since the date of the employee's most recent hiring;
- (ii) total non-continuous years of service with the Employer;
- (iii) in the event there is still a tie, selection by lot in the presence of the bargaining unit President or his/her designate.

(e) "Service" for the purposes of seniority determination shall be determined by the length of active continuous service with the Employer and shall not include any period of time while the employee is absent from work because of:

- (i) a leave of absence, for the period beyond two consecutive years;
- (ii) a layoff;

(iii) a sickness or an accident, for the period beyond two years.

22.02 A loss of seniority shall be deemed to have occurred if an employee:

- (i) resigns;
- (ii) is discharged and is not reinstated by reason of the grievance and arbitration procedure;
- (iii) is no longer entitled to be recalled; or
- (iv) an employee accepts a permanent position outside of the Bargaining Unit.

22.03 The seniority of an employee who is absent due to sickness or accident beyond 24 months shall be maintained and the employee shall have the right to return to work upon recovery.

22.04 Notwithstanding the above, seniority and service shall accumulate during any absence for which the employee receives Workplace Safety Insurance Board wage loss replacement.

22.05 A seniority list shall be maintained by the Employer and posted at each school before 15 February. A copy of the list will be provided to the President of the Union. Each employee shall have an opportunity to review the list and verify accumulated seniority.

22.06 Employees requesting a correction to their seniority accumulation must do so in writing to the Human Resources Department, with a copy sent to the President of the Union, before 15 March. The seniority list may be changed at any time with the mutual consent of the parties.

## **ARTICLE 23 - JOB POSTINGS**

### **Definition:**

"Qualified" shall mean an employee who possesses the necessary qualifications, and/or ability, knowledge and skills required of an assignment.

23.01 Vacancies within the Bargaining Unit shall be posted within ten (10) working days of the position becoming vacant. All vacancies shall be posted in all work locations covered by this collective agreement for a minimum of five (5) working days. A copy of each posting will be sent to the Bargaining Unit President.

23.02 Job postings shall normally reflect the job description and contain the following information: nature of position, duties, qualifications, required knowledge and education, hours of work, salary range, and initial location.

23.03 Where a regular vacancy occurs during the school year, it shall first be offered to qualified employees on recall. If not filled, the vacancy will be posted and applications shall be processed and considered in the following order:

- i) qualified regular full time and part-time employees;
- ii) qualified term and casual employees; and
- iii) qualified external applicants.

Any subsequent vacancies resulting from the initial posting shall be filled on a term basis.

23.04 In selecting a candidate to fill a position, the Employer shall consider qualifications and/or ability, knowledge and skills required by the position.

23.05 Should the successful candidate vacate the position within six (6) months, the Employer shall not be required to post the position for competition. The Employer shall offer the position in ranking order to other qualified candidate(s) who were interviewed for the competition.

23.06 Regular full-time employees are not eligible to apply for term vacancies.

23.07 Where a temporary vacancy occurs during the school year that is expected to last at least four (4) months, it shall be posted for a minimum of five (5) working days and will be filled by a term employee. A temporary vacancy of less than four (4) months shall not be posted and shall be filled by a casual employee.

23.08 Leaves as provided for in this collective agreement which last for a full school year shall be filled by a term employee.

23.09 In order to implement the staffing provisions, the Employer may place a casual employee in a vacant or newly created position pending the staffing of the position in accordance with this Article.

#### **ARTICLE 24 - VOLUNTARY TRANSFERS**

24.01 A request for transfer to an equivalent hourly position shall be considered during the Spring/September staffing process as follows:

- (a) Employees wishing to be considered for a transfer shall notify the Human Resources Officer (Administrative & Support Staff) and the Bargaining Unit in writing by 1 May. Employees shall indicate their preference of location(s) and/or position(s) in their request.

- (b) Principals may choose from among the employees on the transfer list to fill vacancies at their location.
- (c) A transfer request shall remain active up to the conclusion of the Spring/September staffing process.
- (d) At any time prior to being offered a transfer, an employee can rescind his/her request for transfer by notifying the Employer and the Bargaining Unit in writing.
- (e) An employee whose request for transfer is still active and who is offered a position as indicated on his/her transfer request shall be required to accept that position.

## **ARTICLE 25 - PROCEDURES FOR STAFFING AND PLACEMENT**

### Definitions:

- 25.01 (a) "Surplus Employee" shall mean an employee who has been displaced from his/her position through the staffing process, whose hours of work are reduced, or whose position has been eliminated.
- (b) "Qualified" shall mean an employee who possesses the necessary qualifications, and/or ability, knowledge and skills required of an assignment.
- 25.02 Notification of tentative placement and/or surplus status shall occur by the end of May and shall be confirmed following the approval of the Board's budget. The Union President shall receive a copy of all notices sent to surplus employees, within five (5) working days.
- 25.03 (a) Should staffing changes within a location be necessary, each Principal shall schedule a meeting with the individual employee(s) affected by the changes. The purpose of the meeting will be to elicit input from the employee(s) regarding the assignment(s).
- (b) After considering all requests and the relevant qualifications and/or previous relevant experience of the employee(s), each employee shall be informed individually of his/her assignment for the following school year.
- (c) Where staffing changes result from the creation of a new position within the school or location, the Principal shall consider each qualified employee currently working at the school or location prior to filling the position through the staffing process.

- 25.04 (a) In the event there is a reduction in the number of Educational Assistant assignments at a school or location, the employee(s) with the least seniority working at the school or location shall be considered surplus provided the remaining employees are qualified.
- (b) In the event of a school or location closure, the employee(s) working at that school or location will be declared surplus.
- 25.05 (a) Surplus employees shall submit their preferences for placement to the Human Resources Department and shall have their names placed on a surplus list in order of descending seniority. The placement preference form will be provided by the Human Resources Department and will require each surplus employee to provide up-to-date information with respect to the employee's qualifications and/or ability, knowledge and skills. The Bargaining Unit President will be provided with a copy of the placement preference form for each surplus employee and a list of vacancies.
- (b) The Human Resources Department, in consultation with the respective Principals, shall place surplus employees in seniority order into vacancies for which they are qualified. Where the Human Resources Department determines the employee is qualified for more than one vacancy, the employee shall be given the option to select one of the positions identified.
- (c) An employee shall be given the opportunity to attain or upgrade his/her qualifications in order to fulfill the requirements of the position. The qualifications must be obtained prior to the date the employee starts in the position. Should the employee agree to fulfill the requirements of the position and fail to do so prior to assuming the position, the employee shall be placed on recall and will be recalled to the first available position for which he/she is qualified.
- 25.06 A surplus employee not placed in accordance with Article 25.05 shall be placed on a Temporary Redundancy List.
- 25.07 Principals may choose from among the employees on the transfer list to fill vacancies at their location.
- 25.08 In the event there are remaining employees on the Temporary Redundancy List the Employer shall follow the procedures as set out in Article 25.05. Employees who are not placed will be declared redundant and be subject to Article 26.02 (e).
- 25.09 (a) Remaining vacancies will be posted in accordance with Article 23 (Job Postings) for a minimum of (five) 5 working days and applications shall be processed and considered in the following order:
- i) qualified regular full time and part-time employees;

ii) qualified term and casual employees; and

iii) qualified external applicants.

(b) Any subsequent regular vacancies resulting from the application of 25.09 (a) shall be filled on a regular basis.

c) Vacancies resulting from the application of 25.09 (b) shall be filled on a term basis.

25.10 Where needs change in September and staffing adjustments must be made the procedures shall be as indicated in Articles 25.03, 25.04, 25.05. Remaining vacancies will be posted in accordance with Article 23 (Job Postings) for a minimum of (five) 5 working days and applications shall be processed and considered in the following order:

i) qualified regular full time and part-time employees;

ii) qualified term and casual employees; and

iii) qualified external applicants.

Any subsequent vacancies resulting from the initial posting shall be filled on a term basis.

## **ARTICLE 26 - LAYOFF AND RECALL**

26.01 Should the Employer propose to amend staffing requirements in a manner which would result in a layoff of employees, such proposals will be discussed by the Labour Management Committee prior to any formal notice being given to affected employees in accordance with Article 26.02 (c). The purpose of such discussions will be to consider possible alternatives to layoffs including, but not limited to, early retirements and leaves of absence.

### 26.02 Layoff

(a) A layoff shall be defined as any reduction of the work force or of hours affecting bargaining unit employees.

(b) In all cases of layoffs employee(s) will be laid off in reverse order of seniority ranking (including employees who are still serving their probationary period), provided that the Employer may retain sufficient employees who possess the necessary qualifications and/or ability,

knowledge and skill to perform the jobs available. Employees shall follow the process outlined in Article 26.02 (e) and 26.02 (f).

- (c) Employee(s) affected by any layoff shall be provided with notice in accordance with the Employment Standards Act or one (1) month, whichever is greater.
- (d) Employees on layoff shall be entitled to continuing participation in the benefit plans in accordance with the Collective Agreement, provided that the employee pays the full premium payment for such coverage by pre-authorized debit and that the insurance policies permit such coverage to employees while on layoff.
- (e) In the event that (an) employee(s) is/are declared redundant, the employee(s), in order of seniority shall have the right to displace the most junior employee with an equivalent number of hours of work, subject to possessing the necessary qualifications and/or ability, knowledge and skill to perform the job.

An employee displaced shall follow the same procedure.

- (f) If there is not a more junior full-time employee to displace a full-time employee shall have the right to displace the following employees, subject to possessing the necessary qualifications and/or ability, knowledge and skill to perform the job:
  - i) the two most junior part-time employees who have less seniority than the full-time employee; or
  - ii) the most junior part-time employee who has less seniority than the full-time employee, and be placed on recall for the other part of their position; or

the full-time employee may elect to:

- iii) change their status to become a part-time employee on a permanent basis; or
- iv) be laid off.

The Employer shall not be required to alter the assignments to accommodate this provision. In the event the assignments do not accommodate the employee, the employee shall not be entitled to both assignments.

- (g) An employee who does not obtain a position through this procedure shall be identified for layoff. Such employee shall be placed on the recall list in order of seniority with the most senior at the top.

26.03 Recall

- (a) In all cases of recall after layoff, employees shall be recalled in accordance with their seniority ranking provided they have the necessary qualifications, ability, knowledge and skill to perform the jobs available.
- (b) An employee who is laid off shall retain seniority and right of recall for the following period of months if the employee has the length of continuous service set below:

<u>Period of Months</u>	<u>Service in Years</u>
12	up to two (2) years
24	more than two (2) years

- (c) Subject to Article 26.03 (a), no new employee shall be hired into the bargaining unit until all employees within the bargaining unit, who are on layoff have been recalled, subject to necessary qualifications, ability, knowledge and skill to perform the jobs available.
- (d) All employees eligible for recall shall file with the Employer and the Bargaining Unit President their most recent address and telephone number.
- (e) Employees shall have the right to refuse an offer of recall that is to a position of lesser equivalent status to that which they held when they were laid off, without losing their right of recall.

Term assignments shall be offered to employees on recall. Employees who accept term assignments shall retain their right of recall. An employee shall have the right to refuse a term assignment without losing his/her right of recall. The period of the term assignment shall be added to the recall period.

- (f) Subject to (e) above an employee who fails to report to work when recalled shall be deemed to have lost the right of recall.
- (g) Notice of recall shall be sent by registered mail to the last address recorded with the Employer by the employee requiring the employee to report to work on a date not earlier than seven (7) work days after the date of such notice. If the employee does not reply within seven (7) work days or fails to report for work at the time and date specified in the notice, the

employee shall be deemed unavailable and the next eligible employee shall be called.

- (h) Those persons not recalled by the end of the recall period, or who fail to report to work when required to do so in accordance with sub-paragraph (e) shall receive any severance payment to which he/she would normally be entitled in accordance with the Collective Agreement and/or the Employment Standards Act.
- (i) The Employer agrees to notify the President of the Union of the names, positions and work locations of all employees being laid off or recalled.
- (j) When a probationary employee is laid off and subsequently recalled, such employee shall be required to complete their probationary period.

## **ARTICLE 27 - JOB SHARING**

27.01 The Employer agrees that two full-time employees, neither of whom are identified as being laid off, may choose to share a single full-time position provided the following requirements are met:

- (a) The application shall be made to the Superintendent of Human Resources on or before 1 April in the year prior to entering the plan. The proposed sharing arrangement shall be considered only upon written recommendation of the Principal(s) involved, and the Superintendent shall be assured to his/her satisfaction that the sharing arrangements result in the continued functioning of all duties involved in a position. Employees shall be notified prior to 15 May of the acceptance or denial of the job sharing request.
- (b) At the time of granting the leave, agreement in writing shall be reached on the date of return to full-time assignments. The date may be extended by mutual agreement between the employees and the Employer.
- (c) The total salary paid shall not exceed the maximum rate for the classification level of the position and each job sharing partner shall receive an amount pro-rated to the percentage of the time worked.
- (d) An employee in the job sharing plan shall have benefits as per the provisions for part-time employees in Article 15 (Health Insurance and Pension Benefits).
- (e) Credited experience shall continue as though the employee(s) were working full-time. The entitlement to sick leave, vacation leave, and holiday pay shall be prorated to the time worked by the employee.

- (f) The job sharing agreement shall not represent a promotion for either employee.
- (g) Subject to the Layoff and Recall provisions of this Collective Agreement, in the year following the job share, the employee holding the position which was shared shall have the right to be returned to that position if such position exists or to a comparable position, and to the same status as held prior to the job sharing.
- (h) Subject to the Layoff and Recall provisions of this Collective Agreement, in the year following the job share, the employee who transfers from one position to the shared position shall have the right to be returned to the original position if such exists or to a comparable position, and to the same status held prior to the job sharing. Such right of return shall be for a period of up to two (2) years. Following the two (2) year period, the employee shall be entitled to a comparable position.

**ARTICLE 28 - PERSONS/POSITIONS OUTSIDE THE BARGAINING UNIT**

- 28.01 Where a member of the Bargaining Unit successfully applies for a vacant position or a term position outside the Bargaining Unit, the Employer shall notify the Bargaining Unit of the employee's name and the date that the employee will commence duties in the new position.
- 28.02 Where a member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, he/she shall not have a right of return to a Bargaining Unit position.
- 28.03 A member of the Bargaining Unit who accepts a term position outside the Bargaining Unit with the Employer, for a maximum period of ten (10) months, shall have the right of return to his/her former position if it exists at the same location or a comparable position within the Bargaining Unit subject to the layoff and recall provisions. Such member shall continue to accumulate seniority while in the term assignment.
- 28.04 In the event a member of the Bargaining Unit accepts a term position in a non-affiliated position, for a maximum period of ten (10) months, all terms and conditions of the non-affiliated position shall apply to the member. The member will be required to continue to pay union dues during the term assignment.

## **ARTICLE 29 - GRIEVANCE/ARBITRATION PROCEDURE**

29.01 The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance arbitration procedure.

### 29.02 Definitions:

- (a) A "grievance" shall be defined as any dispute related to the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- (b) The parties to any grievance or arbitration under this provision shall be defined as:
  - (i) the Bargaining Unit
  - (ii) the Board.
- (c) For the purposes of this Article, the definition of day shall be the normal days worked by a member.

29.03 An employee who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the Principal or immediate Supervisor and attempt to resolve the matter informally. If the discussion does not result in the satisfactory settlement of the complaint within five (5) days, the Bargaining Unit, on behalf of the employee, may submit a grievance as provided herein.

29.04 A grievance dealing with the dismissal of an employee, subject to Article 12 (Discipline and Discharge), may be submitted directly to Step 2 of the grievance procedure, within ten (10) working days of the employee being officially advised of dismissal.

### 29.05 Individual Grievance

#### Step 1

A grievance(s) must be submitted in writing, signed by the President, to the Superintendent of Human Resources or designate within twenty (20) days of the time the grievor became aware, or should have been aware, of the circumstance(s) or relevant facts giving rise to the grievance. The written grievance shall set out the name of the grievor, the facts of the grievance, including the date(s) on which the alleged incident(s) occurred, the provisions of the Collective Agreement alleged to have been violated, the remedy(ies) or relief being sought.

The Superintendent or designate shall respond to the grievance in writing within five (5) days of the receipt of the grievance.

29.06 Step 2

Failing settlement at Step 1, the grievance may be submitted in writing to the Director of Education within ten (10) days of the receipt of the response from the Superintendent of Human Resources or designate. Within ten (10) days of receipt of the grievance a meeting will take place with the committee of management representing the Director of Education.

A written response will be provided to the Bargaining Unit from the Director of Education or designate within five (5) days of the meeting. The requirement to hold a meeting may be waived, by mutual consent of the parties, in which case the written response will be provided within five (5) days.

29.07 Step 3

Failing settlement at Step 2, the Union may submit the grievance to arbitration within ten (10) days of receipt of the response, in accordance with the provisions outlined below.

29.08 Policy Grievance

The Union and the Board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement which affects a group of employees or the entire membership. A policy grievance shall proceed directly to Step 2 to the Union or the Director of Education, as applicable.

29.09 Grievance Mediation

At any stage in the grievance procedure, the Parties by mutual consent in writing may elect to attempt to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator.

The timelines 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.

29.10 Arbitration

A grievance which is not settled through the grievance procedure outlined in the foregoing provisions may be submitted for binding arbitration pursuant to the

Ontario Labour Relations Act, provided the grieving party shall provide written notice to the other party within ten (10) days of receipt of the response at Step 2 of its intention to refer the matter to arbitration.

The notice shall contain the name of the first Party's nominee to an Arbitration Board. The recipient of the notice shall, within seven (7) days, inform the other Party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two nominees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

- 29.11 Each of the parties shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearing of the Arbitration Board.
- 29.12 No person shall be appointed to a Board of Arbitration who has been involved in an attempt to resolve the grievance or has been a party to the negotiation of this collective agreement.
- 29.13 The Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement or which would add to, alter, modify, or otherwise amend any part of this Collective Agreement.
- 29.14 The parties may, by mutual agreement, refer a grievance to a single arbitrator to act in place of and with the powers of an Arbitration Board. In the event the parties cannot agree on the selection of the single arbitrator, the parties will submit a joint request to the Ministry of Labour to make an appointment. In this case the parties shall be equally responsible to pay the fees and expenses of the single arbitrator. No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance without the consent of both parties.
- 29.15 (a) All time limits fixed herein for the grievance procedure may be extended only with the written consent of the parties
- (b) One or more of the steps in the grievance procedure may be omitted with the written consent of the parties, with respect to the processing of a particular grievance.
- (c) If at any stage of the grievance arbitration procedure the party submitting the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned.

- (d) If at any stage of the grievance arbitration procedure the party in receipt of the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the party submitting the grievance may proceed directly to the next step in the procedure.
- (e) A grievor's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement when such a meeting is scheduled during the work day.

**ARTICLE 30 - PUBLIC HOLIDAYS**

30.01 The following will be recognized as paid holidays to be paid for at the regular rates:

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

Any other day that may be proclaimed by law as a statutory holiday.

30.02 Notwithstanding Article 27.01, the holiday pay paid to term and casual employees under this Article for a given public holiday shall be in accordance with the calculation provided for in the Employment Standards Act, that is:

- (a) the total amount of regular wages and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20; or
- (b) if some other manner of calculation is prescribed, the amount determined using that manner of calculation.

30.03 Where a statutory holiday falls other than on a scheduled work day the Employer may designate some other day upon which to observe the holiday or the Employer may elect to pay the employee as though it had fallen on a regular working day.

30.04 Where a statutory holiday falls during an employee's approved vacation leave period, it shall not be deducted from the employee's vacation entitlement.

30.05 Employees shall not receive holiday pay if they fail, without reasonable cause, to work all of their last regularly scheduled day of work before the public holiday or all of their first regularly scheduled day of work after the public holiday.

**ARTICLE 31 - VACATIONS**

31.01 Annual school year salaries as set out in this Collective Agreement, pro-rated for part-time employees, include vacation pay in that employees are paid for but are not required to work during the Christmas Holidays or mid-winter break. If those holidays and break require more or fewer than ten (10) days vacation (in the calculation of which Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, and Christmas Leave Adjustment Days as may be granted by the Employer, shall be excluded), the employees shall receive the appropriate adjustment to the additional vacation days.

31.02 Regular employees shall be entitled to additional annual vacation days with pay, prorated for part-time employees, as follows:

Service (as at 1 September)	Additional Days
0-5 years	2.50
6	3.33
7	4.16
8	5.00
9	5.83
10	6.67
12	7.50
14	8.33
16	9.16
18	10.83
Over 35	15.00

provided that in no case shall any employee receive less than the amount to which an individual is entitled under the Employment Standards Act.

31.03 Vacation credits shall not accrue during any month in which an employee does not work and is not paid for at least one-half the available working days in the month. Vacation entitlements in accordance with Article 31.02 shall be prorated accordingly.

31.04 Term employees who work for a full school year shall be entitled to vacation in accordance with this article.

31.05 Employees may be permitted/required to take vacation leave on two (2) Professional Activity Days designated by the Employer. Following consultation with employees, the Employer reserves the right to determine the periods during which days of vacation may be scheduled.

In the event an employee is not able to take vacation leave because of operational requirements, any monies owing for any unused vacation leave shall be paid to the employee by the first pay in June. Vacation scheduled for June will be deducted from the pay out and no further vacation will be granted after May 1.

- 31.06 An employee who is confined to hospital, or who suffers a bereavement in the immediate family during scheduled vacation shall, upon presentation of acceptable verification, be permitted to reschedule an equivalent number of vacation days at a time mutually agreed upon between the employee and the appropriate supervisor. The Employer reserves the right to request verification.

### **ARTICLE 32 - HEALTH AND SAFETY**

- 32.01 The parties recognize that the Joint Health and Safety Committee, as established by the Employer, is governed by the Occupational Health and Safety Act and Regulations. The parties further recognize Educational Assistants Unit representation on this committee in accordance with Article 8.03.

While alleged violations of the legislation will not be grievable, the parties will co-operate to facilitate any required corrective measures as provided for by the Act.

- 32.02 The Administering Medication to Students, Procedure PR.547.SCO, as established by the Employer and as amended from time to time shall apply to all employees covered by this Agreement.
- 32.03 When employees are required to assist in managing student behaviours, they will follow procedures and/or guidelines as established by the Employer, and as amended from time to time.
- 32.04 The parties agree that issues of concern regarding health and safety may be referred to the Labour-Management Committee as established under Article 8.02.

### **ARTICLE 33 - HUMAN RESOURCES FILES**

- 33.01 (a) An employee shall have access during normal business hours, or such other time as may be arranged, to the Human Resources file that relates to the employee. Such access shall be granted with twenty-four (24) hours advance notice upon and in the presence of a Human Resources Officer or other person(s) designated by the Director of Education.

- (b) An employee shall receive a copy of any documentation placed in her/his Human Resources file which may raise an issue of concern with respect to performance or be detrimental to the employee.

An employee shall have the right to respond in writing to any document contained in or to be placed in the employee's Human Resources file or records. The written response by the employee shall become part of the employee's permanent Human Resources record.

- (c) Where the Employer is required to furnish information on an employee to an outside agency by a court order or legislative requirement, the employee will be notified that this information has been requested and has been or will be provided.

33.02 Access to and the disclosure of any personal information on an employee shall be governed by the provisions of the Ontario Municipal Freedom of Information and Protection of Privacy Act.

33.03 Upon the employee's request, the Employer shall remove any disciplinary report after five (5) years (excluding leaves) provided there has been no disciplinary action in the interim. However, documents related to discipline in cases of harassment or abuse (including sexual or physical misconduct of any kind) shall not be removed.

#### **ARTICLE 34 - PROFESSIONAL DEVELOPMENT**

34.01 The Employer shall allow the Bargaining Unit to sponsor Employer-approved education functions such as seminars, workshops, lectures, etc. to be held on the Employer's premises during the employees' lunch period or following the regular working day, and on Employer-designated Professional Activity Days.

34.02 Subject to the approval of the Superintendent, a regular or term employee may attend a relevant seminar or conference or attend a teacher-sponsored Board Professional Activity Day. The Employer will pay the employee as if in continuing employment for such approved days.

34.03 By 31 October each year the Employer will provide \$10 per full-time equivalent regular employee for purposes of a professional development fund.

The Bargaining Unit will provide an annual written report and account to the Employer as to the use of these funds not later than 30 June of each year.

## **ARTICLE 35 - GENERAL**

35.01 All correspondence between the Employer and the Bargaining Unit arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Human Resources or designate and the President of the Bargaining Unit.

### 35.02 Harassment

Procedure PR.541.HR (Alleged Harassment/Abuse of Employee), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

### 35.03 Inclement Weather

Procedure PR.563.HR (Inclement Weather), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

### 35.04 Travel and Compensation

Employees who are authorized to use their own vehicles on Employer business shall be paid an allowance at the Board-wide rate per kilometer as approved by the Employer.

Employees shall not be required to use their vehicle to transport students.

### 35.05 Assignment of Duties

An employee's duties in a school shall not be altered without prior consultation between the employee and the Principal.

35.06 A member of the EA Bargaining Unit as defined in Article 3 shall not be required by the Board to make any appraisal on the performance of a member of another OSSTF bargaining unit.

### 35.07 Liability Insurance

The Employer agrees to continue liability insurance and to make available to the Union the portions of policies that provide protection for employees.

### 35.08 Casual Educational Assistant

The parties agree that it is not the responsibility of an Educational Assistant to arrange for a Casual Educational Assistant.

## **ARTICLE 36 - FAMILY MEDICAL LEAVE**

36.01 In accordance with the Employment Standards Act an employee will be entitled to Family Medical Leave without pay for up to eight (8) weeks.

### Entitlement to Leave

- (a) An employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to an individual described in 36.01 (b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- (b) Article 36.01 (a) applies in respect to the following individuals:
  - (i) the employee's spouse;
  - (ii) a parent, step-parent or foster parent of the employee;
  - (iii) a child, step-child or foster child of the employee or the employee's spouse;
- (c) The employee may begin a leave under this article no earlier than the first day of the week in which the period referred to in 36.01 (a) begins.
- (d) The employee may not remain on a leave under this section after the earlier of the following dates:
  - (i) The last day of the week in which the individual in 36.01 (b) dies;
  - (ii) The last day of the week in which the period referred to in 36.01 (a) ends.
- (e) For the purposes of this article, "week" means a period of seven consecutive days beginning on Sunday and ending on Saturday.
- (f) An employee may take a leave under this article only in periods of entire weeks.
- (g) If two or more employees take leaves under this article in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in 36.01 (a) that applies to the first certificate issued.

- (h) An employee who wishes to take leave under this article shall advise the employer, in writing, that he or she will be doing so. If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave, in writing, as soon as possible after beginning the leave. Notwithstanding this provision, an employee must report daily absences to their supervisor.
- (i) If requested by the employer, the employee shall provide the employer with a copy of the certificate referred to in 36.01 (a)
- (j) If an employee takes a further leave, in the event death did not occur within the 26 weeks, the employer may request a copy of the required certificate as provided for under this legislation.

36.02 General Provisions for Family Medical Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of Family Medical Leave.
- (b) Seniority shall continue during any term of Family Medical Leave.
- (c) The Employer agrees to continue to pay the employer's portion of benefits and applicable pension premiums during the Family Medical Leave provided the employee agrees to pay the employee's portion of premiums by pre-authorized debit.
- (d) Sick leave and vacation leave credits shall accumulate for the employee during the time of Family Medical Leave.
- (e) Subject to the Layoff and Recall provisions of Article 26 the Employee shall return to his/her previous position, if it exists, or a comparable position.
- (f) The period of an employee's leave shall not be included in determining whether he/she has completed the probationary period under Article 11.

**ARTICLE 37 - CONTRACTING OUT**

37.01 No Bargaining Unit employee shall be laid off, or suffer a reduction in normally scheduled hours of work, as a result of the Board contracting out any of its work or services.

**ARTICLE 38 - EMPLOYEE ACCOMMODATION**

38.01 Where an employee is identified as requiring an accommodation, the Employer and the Bargaining Unit shall consult to seek an appropriate accommodation for that employee.

**ARTICLE 39 - CRIMINAL BACKGROUND CHECKS**

39.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.

39.02 The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

39.03 Any disciplinary action related to the criminal background checks or the Offence Declarations required may be the subject of a grievance.

**SALARY SCHEDULE**

**Effective 1 September 2004**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly:	\$18.23	\$18.98	\$19.78	\$20.65	\$21.53	\$22.41	\$23.32

Casual Employees: \$17.53 per hour + 4% vacation pay

Term Employees who work less than the school year: \$17.53 per hour + 4% vacation pay  
Term Employees who work a full school year shall be paid at Step 1 of the Salary Schedule.

**Effective 1 September 2005**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly:	\$18.78	\$19.55	\$20.37	\$21.27	\$22.17	\$23.09	\$24.02

Casual Employees: \$18.06 per hour + 4% vacation pay

Term Employees who work less than the school year: \$18.06 per hour + 4% vacation pay  
Term Employees who work a full school year shall be paid at Step 1 of the Salary Schedule.

**Effective 1 September 2006**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly:	\$19.34	\$20.14	\$20.98	\$21.91	\$22.84	\$23.78	\$24.74

Casual Employees: \$ 18.60 per hour + 4% vacation pay

Term Employees who work less than the school year: \$ 18.60 per hour + 4% vacation pay  
Term Employees who work a full school year shall be paid at Step 1 of the Salary Schedule.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THE RESPECTIVE REPRESENTATIVES THEREUNTO DULY AUTHORIZED, AS OF THIS \_\_\_\_ DAY OF OCTOBER, 2005.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE ONTARIO SECONDARY SCHOOL  
SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

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Lynn Graham  
Chair of the Board

---

Cindy Dubue  
President, OSSTF - Educational Assistants

---

Lorne M. Rachlis  
Director of Education/Secretary of the Board

---

Cheryl Cavell  
Chief Negotiator

---

Janice McCoy  
Superintendent of Human Resources

---

Barb Wallace  
Member, Collective Bargaining Committee

---

Glenda Stevenson  
Superintendent of Learning Support Services

---

Val Gourlay  
Member, Collective Bargaining Committee

---

Ann O'Dacre  
Labour Relations Officer

---

David Sutton  
Member, Collective Bargaining Committee

---

Nathalie McLaurin  
Human Resources Officer

---

Christine Fagan  
Labour Relations Administrator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

EMPLOYMENT INSURANCE REBATE

The Employment Insurance premium rebate normally paid to employees shall be retained by the Employer for the term of the collective agreement.

Renewal signed in the City of Ottawa this \_\_\_\_ day of October 2005.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE ONTARIO SECONDARY  
SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President, OSSTF - Educational Assistants

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

PAY EQUITY

The parties agree that if pay equity adjustments are determined to be owing at some point in the future, any increases to job rate negotiated in collective bargaining will be credited towards those pay equity adjustments.

Renewal signed in the City Ottawa this \_\_\_\_ day of October 2005.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE ONTARIO SECONDARY  
SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President, OSSTF - Educational Assistants

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

STAFF DEVELOPMENT FUND

The parties agree to meet to discuss the distribution of the Staff Development Fund received by the OCDSB from the Ministry of Education. No funds will be expended without mutual agreement between the parties.

Signed in the City of Ottawa this \_\_\_\_ day of October 2005.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE ONTARIO SECONDARY  
SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President, OSSTF - Educational Assistants

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

TERM EMPLOYEES

For the purposes of the definition of "Term" employees and their entitlements under the Collective Agreement, the parties agree to the following:

Where a position is known prior to 31 August to be vacant for a full school year and the term employee is assigned to the position after the first day of school to facilitate the staffing process, they shall be entitled to the provisions of this collective agreement which provides for "Term employees who work a full school year".

Renewal signed in the City of Ottawa this \_\_\_\_ day of October 2005.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE ONTARIO SECONDARY  
SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President, OSSTF - Educational Assistants

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

VIOLENCE

The parties agree to establish a joint committee comprised of 2 representatives from each of the Employer and each Bargaining Unit, whose mandate will be:

- 1) to review existing policies and procedures related to workplace violence;
- 2) recommend amendments, as required;
- 3) develop and recommend new policies and procedures, as required;
- 4) recommend training programs and other measures to address workplace violence.

The Committee's recommendations will be presented to Director's Executive Council.

Signed in the City of Ottawa this \_\_\_\_ day of October 2005.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE ONTARIO SECONDARY  
SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President, OSSTF - Educational Assistants

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

WORKING CONDITIONS

The parties agree that a meeting of representatives of the Elementary and Secondary School Principals, representatives of the Employer, and representatives of the Union will be convened to discuss the Union's concerns regarding storage of personal belongings. Such meetings shall be convened within thirty (30) working days of ratification of this agreement.

Subsequent meetings may be established to continue the discussions.

Signed in the City of Ottawa this \_\_\_\_ day of October 2005.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE ONTARIO SECONDARY  
SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President, OSSTF - Educational Assistants

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Chief Negotiator

LETTER OF AGREEMENT

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

CASUAL EMPLOYEES – EMERGENCY SITUATIONS

The parties agree that where a casual Educational Assistant is used in an emergency situation it shall normally be for a period of no more than four (4) weeks.

Such period may be extended up to an additional four (4) weeks, in consultation with the President of the Bargaining Unit.

Signed in the City of Ottawa this \_\_\_\_ day of October 2005.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE ONTARIO SECONDARY  
SCHOOL TEACHERS' FEDERATION  
District 25 - Educational Assistants

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President, OSSTF - Educational Assistants

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Chief Negotiator

## LETTER OF INTENT

### SKILL SHORTAGE ALLOWANCE

In the event there is a Board requirement to utilize the skills of employees who hold Level 8 or above in American Sign Language qualifications in the course of their employment assignment, the parties agree the rate of pay shall be \$1.00 above the maximum hourly EA rate.

Bargaining Unit members who hold the required qualifications and who have expressed an interest in such assignment will be given first consideration.

The Parties further agree that Section 8(1) e) and 8(2) of the Pay Equity Act have been met. Furthermore, if there is a complaint which is supported by the Review Officer, the parties agree that the salary will revert to the previous pay rate on the grid.

## LETTER OF INTENT

### HOURS OF WORK

The parties hereby agree to continue the implementation of the hours of work as follows:

7.0 hour Education Assistants remain at 7.0 hours per day;

7.0 hour Youth Counselor (former CBE) remains at 7.0 hours per day.

7.0 hour employees whose hours are not reduced shall retain this status for the term of this collective agreement. During the term of the collective agreement, the employer shall have the right to determine the placement of 7.0 hour employees based on system needs.

In the event that an employee voluntarily vacates the position, the position shall revert to 6.6 hours.