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Collective Agreement

Between

***The Renfrew County Catholic District
School Board***
(hereinafter called the "Board")

and

***The Canadian Office and Professional
Employees' Union, Local 103***
(hereinafter called "COPE")

EFFECTIVE FROM

September 1st 2008 to August 31st 2012

11481 (06)

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PREAMBLE

This Agreement is a record of the terms and conditions of employment that were settled through collective negotiations between the Board and the employees represented by the Canadian Office and Professional Employees Union, Local 103.

GLOSSARY

"Board" means the Renfrew County Catholic District School Board.

"employee" is defined as a person employed by the Renfrew County Catholic District School Board and governed by the terms of this Agreement.

"permanent full-time employee" is defined as an employee hired to a permanent position by the Board where the employee is scheduled to work at least twenty eight (28) hours per week ten (10) or twelve (12) months per year. It is understood and agreed that this definition is applicable to the Seniority Article only.

"permanent part-time employee" is defined as an employee hired to a permanent position by the Board where the employee is scheduled to work less than twenty eight (28) hours per week ten (10) or twelve (12) months per year. It is understood and agreed that this definition is applicable to the Seniority Article only.

"temporary employee" is an employee who:

- a) replaces a permanent employee who is temporarily absent for a period of time in excess of twenty (20) consecutive, regularly scheduled working days, but less than twelve (12) consecutive regularly scheduled working months or
- b) works in a position classified as temporary for a period of time less than six (6) months.

Any extension of the above periods shall only be with the approval of the Union. The Union agrees that approval will not be unreasonably withheld.

It is understood and agreed that a temporary employee will not become a permanent employee unless that employee is the successful candidate for a job posting for a permanent position.

"casual employee" is an employee who is hired on a day-to-day basis, and who does not work in the same position or replace the same permanent employee for more than twenty (20) consecutive, regularly scheduled working days.

"experience allowance" means a salary allowance granted to an employee in recognition of past experience in the same position.

"increment" means the same as experience allowance when it refers specifically to an allowance for experience gained by an employee while employed by the Board during the year immediately preceding the current year.

"occupational grouping" is defined as the occupational grouping of job positions, specifically:

- (i) Warehouse and Delivery Personnel;
- (ii) Board Office Administrative Support Staff (Receptionist/Clerk Typist, Secretary (Special Projects/H&S, Office of Director), Clerk with Responsibilities, Manager's Secretary, Secretary to the Manager of Plant Services, Supervisor of Purchasing Services);
- (iii) School Secretaries, Head School Secretary,
- (iv) Educational Assistants, Campus Youth Worker, Educational Interpreter, Native Elementary Guidance & Social Counsellor;
- (v) School and Attendance Counsellors;
- (vi) Communication Disorders Facilitator;
- (vii) Network Specialist, Micro-Computer Technician, Audio Visual/Computer Technician.

"predecessor boards" means the Renfrew County Roman Catholic Separate School Board and all boards that were combined to form the Renfrew County Roman Catholic Separate School Board. It is understood and agreed that the following boards and schools are deemed to be included in the definition of predecessor boards: the Pembroke District Catholic High School Board, the Renfrew St. Joseph's High School Board, Rivercrest Catholic School, École catholique Colonel Forbes and École secondaire catholique Jeanne-Lajoie.

"probation period" the Board requires a three (3) month probationary period for all new permanent employees. The probationary period of an employee may be extended for a further period of not more than ninety (90) days with the agreement of the Union. Such agreement shall not be unreasonably withheld. Notwithstanding any other provision in this Agreement, the Board may dismiss an employee who is on probation at its sole discretion, provided that such discretion shall not be exercised in bad faith.

"salary classification" is defined as the grouping of job positions which are compensated by the same salary grid.

"school year" means September 1st to August 31st.

ARTICLE 1 - PURPOSE

1.01

The general purpose of this Agreement is to establish and maintain positive collective bargaining relations between the Board and the Union and to provide a mechanism for the prompt and equitable resolution of differences, and to establish and maintain mutually satisfactory working conditions, for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

2.01 - Bargaining Unit

The Board recognizes the Canadian Office and Professional Employees' Union (COPE) as the sole bargaining agent for all office, clerical and technical employees of the Renfrew County Catholic District School Board in the County of Renfrew save and except for:

- Managers;
- persons above the rank of Manager;
- Payroll Supervisor;
- Computer Systems Co-ordinator;
- Executive Assistant to the Director of Education and Recording Secretary;
- Executive Secretary to the Superintendent of Educational Services;
- Executive Secretary to the Superintendent of Business Services;
- Secretary to the Manager of Human Resources Services;
- Pastoral Animators;
- employees engaged in maintenance, service and plant operations who, if eligible, would be covered by a subsisting collective agreement;
- students employed on work experience or on a co-operative education program;
- students employed during school vacation periods;
- Bus and Yard Supervisors;
- Bus Monitors;
- Noon Hour Supervisors;
- all employees for whom any trade union held bargaining rights as of June 10, 1993;
- Health & Safety / Plant Services Officer;
- Finance Officer;
- Finance and Benefits Assistant.

The Parties agree that for the purposes of clarity the term office, clerical and technical includes administrative staff, Educational Interpreter, Educational Assistants, School Secretaries, Communication Disorders Facilitators, Native Elementary Guidance and Social Counsellors, Warehouse Persons, Delivery Persons, School and Attendance Counsellors and Campus Youth Workers.

ARTICLE 3 - APPLICABILITY OF AGREEMENT ARTICLES

3.01 - Casual Employees

It is understood by the Parties that the following Articles and Clauses will not apply to casual employees:

- a) Article 15 - Seniority
- b) Article 16 - Layoff
- c) Article 17 - Bumping
- d) Article 18 - Recall
- e) Article 19 – Technological Change
- f) Articles 20 (Sick Leave), 21 (Pregnancy/Parental Leave), 22 (Other Leave), 23 (Career Development Leave) & 24 (Deferred Salary Leave)
- g) Article 25 - Paid Holidays
- h) Article 28 - Experience
- i) Article 32 - Pension Plan and Retirement Gratuity Benefits
- j) Article 33 - Insurance Plans
- k) Article 34 – Temporary Employee Payment in lieu of Eligibility for Insurance Plans
- l) Letter of Understanding #1 – Surplus to School Process for Educational Assistants

3.02 - Temporary Employees

It is understood by the Parties that the following Articles and Clauses will not apply to temporary employees:

- a) Article 15 - Seniority
- b) Article 16 - Layoff
- c) Article 17 - Bumping
- d) Article 18 - Recall
- e) Article 19 – Technological Change
- f) Articles 20 (Sick Leave), 22 (Other Leave), 23 (Career Development Leave) & 24 (Deferred Salary Leave)
- g) Article 32 - Pension Plan and Retirement Gratuity Benefits
- h) Article 33 - Insurance Plans
- i) Letter of Understanding #1 – Surplus to School Process for Educational Assistants

ARTICLE 4 - MANAGEMENT RIGHTS

4.01

All managerial rights are retained by the Board and remain exclusively and without limitation within the rights of the Board, except as, and to the extent specifically modified by this Agreement.

ARTICLE 5 - JOB SECURITY

5.01 - Work in the Bargaining Unit

Persons whose jobs, paid or unpaid, are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit which would result in lay-off or reduction in regular working hours of a permanent employee or permanent employees.

5.02 - Contracting Out

In order to provide job security for present permanent employees, the Board agrees not to contract out work that would result in the loss of employment or reduction in the regular hours of work of permanent employees presently employed.

The Board may contract out surplus or special work that cannot be performed by the present staff.

ARTICLE 6 - INFORMATION

6.01 Board Minutes

A copy of the Minutes of the Boards meetings shall be mailed to the President and the Secretary of the Union, with the normal distribution.

6.02 Board Policy Manual and Staff Listing

a) The Board shall provide the updated changes to the Board's Policy Manual to the President of the Union no later than October 15th of each school year.

b) The Board shall provide a draft copy of the confidential "School Administrative, Academic and Support Staff" document to the President of the Union no later than October 15th of each year and the final updated version after it has been compiled and is ready for distribution.

6.03 Bulletin Boards

The Board shall provide access to existing bulletin boards so that all employees will have access to them and upon which the Union may post notice of meetings or other information pertinent to the affairs of the Union.

ARTICLE 7 - COLLECTIVE AGREEMENT

7.01 - Changes in Agreement

This Agreement may be amended by mutual consent, in writing, of the two Parties at any time during the life of this Agreement.

7.02 - Duration and Renewal

This Agreement shall be effective from September 1st 2008, where practicable, and shall remain in effect until August 31, 2012 and from year to year thereafter without change, unless written notice of a desire to bargain is given by either Party within the period of 3 months before the expiry date of the term of the Agreement.

7.03 - Agreement Distribution

a) The Board shall provide each new employee with a copy of the current collective agreement at the time of documentation or with the first employee information and payroll change form.

b) After the Agreement has been formally signed, the Board shall provide COPE with ten (10) copies, shall distribute two (2) copies to each Board school/office and shall post a copy of this Agreement on its web page,

ARTICLE 8 - HUMAN RESOURCES' INFORMATION

8.01 Access to Personnel File

Upon giving prior written notice to the Manager of Human Resources Services, an employee shall be allowed to review their personnel file in the presence of the Manager of Human Resources Services or designate. Such access time will be scheduled by the Manager of Human Resources Services. The employee shall have the right to respond in writing to any document contained therein.

8.02 - Employee Documentation

All employees are required to provide to the Board's Human Resources Services Department written up-to-date information with respect to current address and telephone number. When requested official verification of previous work experience, educational documents, and other pertinent documents and information must be supplied by new employees, and current employees if required for change of position or pay plan.

ARTICLE 9 - UNION RIGHTS

9.01 - Union Membership

All employees of the Board covered by this Agreement shall become and remain Union members in good standing of the Union according to the Constitution and By-laws of the Union.

9.02 - Check-off of Union Dues

a) From the first day of hire the Board agrees to deduct from the pay cheque of each employee in the Bargaining Unit, all dues, initiation fees and special assessments chargeable to the Union. All monies so deducted shall be forwarded to the Secretary-Treasurer of the Union, no later than the 15th day of the month following the month in which the deductions were made, together with a list of employees, status of employment (permanent, temporary or casual), and their home addresses, for whom deductions were made, and the amounts of each deduction. The list shall also contain the names of newly hired or terminated employees, since the previous list.

b) The Union shall provide, in writing, a list of the amount of such dues, initiation fees and special assessments and shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deduction and remittance of dues, initiation fees and special assessments by the Board pursuant to this Article.

c) Income Tax (T-4) slips shall reflect the amount of dues paid by each employee.

9.03 - Union Stewards

a) The Board acknowledges the right of the Union to appoint or select no more than fifteen (15) steward representatives, plus three (3) Chief Stewards.

b) The name and jurisdiction of each steward representative and committee member shall be given to the Board in writing.

9.04 - Communications

All correspondence between the Parties shall pass between the Manager of Human Resources Services or designate and President of the Union or designate.

9.05

The Union shall have the right to have the assistance of a COPE Ontario Representative when dealing with or negotiating with the Board.

9.06 - Time off for Committee Meetings

Union members on Board or joint committees, with the approval of the supervisor, will be permitted during working hours, without loss of pay, to leave regular duties to attend to committee duties. Such approval shall not be unreasonably withheld.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

10.01

a) No employee shall be disciplined or discharged without just cause. It is understood and agreed that a lesser standard shall apply for the dismissal of an employee who has not completed the probationary period.

b) The normal pattern of disciplinary action shall be as follows:

- (i) oral reprimand;
- (ii) written reprimand;
- (iii) suspension; and
- (iv) discharge.

However, any of the above steps may be omitted as a result of the seriousness of the offence.

c) When an employee is disciplined they shall be advised promptly, in writing, by the Board of the reasons for such action. The disciplinary action shall form part of the employee's file along with the employee's reply, should one be forwarded to the Board.

d) The Board recognizes that an employee has the right to have a Steward or designate present during formal discipline meetings involving written reprimands, suspensions with or without pay and dismissal.

e) Any disciplinary action recorded in an employee's file shall be destroyed after two (2) years have elapsed since the disciplinary action was taken unless the prior disciplinary record sets out conduct which is of a similar or related nature to the current conduct for which the employee is being disciplined. Notwithstanding the above, any evidence relating to disciplinary action or other action taken by the Board as a result of child abuse or sexual misconduct shall remain on the employee's file indefinitely.

f) Documentation of a disciplinary nature shall not be placed in an employee's file without their prior knowledge.

ARTICLE 11 - DISCRIMINATION AND HARASSMENT

11.01 - No Discrimination

There shall be no discrimination, interference, restrictions, or coercion exercised or practiced with respect to any employee in the matter of hiring, wages, rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of the employee's membership or non membership or activity or non activity in the Union.

11.02 - Harassment

The Board and the Union agree that every employee has a right to freedom from harassment in the workplace. Any employee covered by this Agreement who feels the victim of harassment shall have the right to seek redress in accordance with either the grievance procedure or the relevant Board policy.

ARTICLE 12 - WORK HOURS, BREAKS, OVERTIME & RELATED MATTERS

12.01

Nothing in this Collective Agreement shall be construed as guaranteeing a minimum or maximum hours of work or a minimum or maximum number of months of work.

12.02 - Work Week of Permanent Full-Time Employees

The regular work week for permanent full-time employees consists of at least twenty eight (28) hours per week and not more than thirty five (35) hours per week and up to seven (7) hours per day, Monday to Friday, exclusive of unpaid meal periods. It is understood and agreed that this definition is applicable to the Seniority Article only.

12.03 - Work Week of Permanent Part-Time Employees

The regular work week for permanent part-time employees consists of up to seven (7) hours per day, but less than twenty eight (28) hours per week, Monday to Friday, exclusive of unpaid meal periods. It is understood and agreed that this definition is applicable to the Seniority Article only.

12.04 - Work Year

The work year shall be established for the following occupational groupings:

- a) 12 months per year: Warehouse and Delivery Personnel, Board Office Administrative Support Staff, 12 month School Secretaries, Head School Secretary, Micro-Computer Technician, Audio Visual/Computer Technician, Network Specialist.
- b) 10 months per year: 10 month School Secretaries, Educational Assistants, Campus Youth Worker, Educational Interpreter, Native Elementary Guidance & Social Counsellor, School & Attendance Counsellors, Communication Disorders Facilitator.

12.05 - Paid Rest Periods

- a) Full-time employees will be permitted a fifteen (15) minute rest period, at approximately the mid-point of each half of the normal scheduled day.
- b) A part-time employee, working continuously for a period of three and one half (3.5) hours will be entitled to a fifteen (15) minute rest period as above.

12.06 - Unpaid Lunch Periods

- a) Full-time employees shall have a minimum thirty (30) minute, uninterrupted, free from supervisory duties, unpaid lunch break to be scheduled at approximately the mid-point of the working day.
- b) Part-time employees, working more than five (5) consecutive hours, must have an unpaid lunch period as described above.

12.07 - Daily Hours of Work

- a) Normal Daily Hours

The normal daily hours of work shall be from 8.30 a.m. to 4.30 p.m. with a one hour unpaid uninterrupted lunch period.

It is understood and agreed that the School Principal or the Supervisory Officer as applicable can modify the normal daily hours for Educational Assistants to meet the specific needs of the exceptional child (children) whom they assist. It is also understood that the School Principal or the Supervisory Officer as applicable may reduce the unpaid uninterrupted one hour lunch period to a one half hour unpaid uninterrupted lunch period.

It is understood and agreed that the Supervisory Officer can modify the normal daily hours for School & Attendance Counsellors and Communication Disorders Facilitators to enable the employee to perform the duties of the job position.

It is understood and agreed that the operational requirements of the Transportation Department necessitate that the office be manned from 7:30 a.m. to 5:00 p.m. and the operational requirements of the Plant Department necessitate that the office be manned from 7:00 a.m. to 4:30 p.m.

b) Alternative Hours

- i) Summer hours of thirty two and one half (32.5) hours per week shall commence on the first working day of July and end on the second Friday prior to Labour Day. It is understood and agreed that an employee's wages shall not be reduced on account of the implementation of summer hours. The Board agrees to consult with the Union on changes to the schedule of summer hours.
- ii) Commencing in 2009 the Board Office will be closed for up to two (2) consecutive weeks (the last week of July and the first week in August). The Board agrees to consult with the Union on changes to the dates and to provide Board Office Administrative Support Staff employees with the date of the closure on or before December 31st of the prior calendar year.
- iii) The Office Hours for Board Administration Staff during Christmas and March Break shall be 8:00 a.m. to 3:30 p.m. with a half an hour unpaid lunch.

c) Staggered Hours

The Board may, subject to operational requirements, authorize requests for alternate work schedules whereby the duration of the lunch period as well as the starting and finishing time for employees may vary from the normal daily hours.

d) Flex Time

The Board may, subject to operational requirements, authorize alternate work schedules for part-time employees whereby the duration of each work day may differ providing the total time worked per day does not exceed seven (7) hours.

e) Banked Time

- i) Banked time is time worked in excess of the regularly required daily hours in order to take time off, in direct proportion to that accumulated, at the rate of regular time.
- ii) At all times, the regular number of working hours for the day must be completed before banked time can be accumulated.
- iii) Time off due to illness or medical appointments in excess of one (1.0) hour will be the difference between the regularly scheduled work hours for that day and the actual hours worked.
- iv) In a situation of severe inclement weather the Director or designate may give approval for those employees who choose to, to leave early. On such days the employee, before leaving the school/office, must have worked more than the required number of regularly scheduled hours for the day to be eligible to be credited with banked time on that particular day. The same ruling is applicable to employees who voluntarily choose to participate in a Board approved function such as a "Staff Golf Social", etc.
- v) Only time worked in multiples of one-half (0.5) hour periods will be authorized as eligible banked time. Similarly, when an employee uses their banked time, only multiples of one-half (0.5) hour periods shall be authorized and deducted from the accumulated banked time of the employee.
- vi) Time worked is not to exceed 44 hours in any one-week period.

- vii) Banked time is to be earned and to be taken off at a mutually agreeable time between employee and management. Banked time must be accumulated in advance of being used. Exceptions will be at the discretion of the appropriate supervisor.
- viii) Sick leave can not be claimed on a day on which an employee is off on previously arranged banked time.

f) Authorization and Consent

Written authorization from the appropriate Manager/Principal/Supervisory Officer and the written consent of the employee is required in advance of commencing to work/earn/take Staggered Hours, Flex Hours and/or Banked Time as on the appropriate form.

12.08 - Overtime

a) Definition

- (i) Save and except for banked time all hours worked in excess of seven (7) hours per day, in excess of thirty five (35) hours per week or on a paid holiday in Clause 25.01 which is not a statutory holiday shall be considered as overtime and paid at the rate of time and one half (1.5).
- (ii) Overtime on Statutory Holiday
All hours worked on a Statutory Holiday up to seven (7) hours shall be paid at the rate of time and one-half (1.5). All hours in excess of seven (7) hours on the Statutory Holiday will be compensated at double (2.0) time.

b) Approval

Overtime must be approved in writing in advance by the Board on the appropriate Overtime Form.

c) Overtime for Part-time Employees

Part-time employees working less than seven (7) hours per day, and who are required to work longer than their regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including seven (7) hours in the working day. Save and except for banked time, regular overtime rates shall apply for all hours worked in excess of seven (7) hours per day, in excess of thirty five (35) hours per week or on a holiday.

d) Call Back Pay

Any employee recalled to work after the completion of their normal work schedule, without prior notification, shall be compensated a minimum of three (3) hours at the applicable overtime rate.

e) Reporting Pay

An employee who is prescheduled to work outside and non contiguous to their regular working hours shall be paid for a minimum of two (2) hours at the applicable overtime rates, and shall be paid from the time the employee leaves home to report for duty until the time the employee arrives back home upon proceeding directly from work.

f) Payment of Overtime

(i) Remuneration

Remuneration of an employee's overtime payments will normally be added to the employee's pay cheque.

(ii) Time Off in Lieu of Cash

Upon the request of an employee, and with the consent of the Board, equivalent compensatory time off in lieu of cash may be granted for overtime worked. Such time off is to be scheduled at a mutually agreed time.

g) Overtime shall not be used in order to enable reductions in the workforce (layoffs).

12.09 - Educational Assistant Supervision Duty

When an Educational Assistant is assigned a supervision duty by the Principal for one or more exceptional pupils who require constant supervision, the Educational Assistant will not be expected to assume additional supervisory duties during that time period.

12.10 - Two or More Positions

Notwithstanding Clauses 12.03 (Work Week of Permanent Part-Time Employees) and 12.08 (Overtime) an employee who is hired to work in two or more different positions and/or units will not be eligible for overtime payment until the employee has worked in excess of 44 hours per week (Monday to Friday).

12.11 - Professional Activity Days

a) Part time educational assistants are expected to attend the proportion of a Professional Activity Day which is equivalent to the proportion that the educational assistant's employment bears to a full time educational assistant's employment. It is understood and agreed that alternate arrangements may be made with the approval of the School Principal.

b) It is understood and agreed that if a part time educational assistant is required by his or her Principal to attend all of a Professional Activity Day the part time educational assistant shall be compensated at the employee's option by pay or time in lieu for all hours in attendance.

ARTICLE 13 - JOB POSTINGS (PERMANENT/TEMPORARY POSITIONS) & TRANSFER REGISTRY (PERMANENT POSITIONS)

13.01 - Notice

Subject to redundant permanent employees' recall rights, when a vacancy in a permanent full or part time position or in a temporary position of more than three (3) calendar months duration occurs within the bargaining unit and the position is to be filled, or when a new permanent full or part time position or temporary position of more than three (3) calendar months duration is created within the bargaining unit and the position is to be filled; the Board shall post notice of the position in its offices and its schools for a minimum of five (5) working days. The Board may advertise externally at its discretion.

13.02 - Job Posting Information

The job posting shall contain the following information: nature of the position, location, qualifications, wage or salary range.

13.03

An applicant who wishes to apply for a posted position shall submit a written application within the timelines in the job posting.

13.04 - Filling Posted Positions

In filling any posted position under this Agreement, the Board shall base its decision on the applicant's qualifications, and ability to perform the duties of the position. If the qualifications and ability are relatively equal, the Board shall select the candidate with the most seniority. It is understood and agreed that the Board will not consider other applicants, unless there are no applicants who are permanent employees or temporary employees from within the bargaining unit during the time of the posting or unless the permanent or temporary employees from within the bargaining unit during the time of the posting do not have the qualifications or ability to perform the duties of the position.

13.05 – Debriefing Meeting

Unsuccessful applicants shall have the right to a debriefing meeting with a member of the selection committee regarding their candidacy for the position. Such requests should be made in writing to the Manager of Human Resources Services within two weeks of the notification of the results of the competition.

13.06

During July and August, the Board agrees to post all bargaining unit vacancies in all open work locations for ten (10) working days and to advertise such vacancies in at least one (1) local newspaper where the positions are located.

13.07 – Copy of Job Postings to the Union

The Board shall provide the Union President with a copy of the job postings for all Board positions and the names of all successful applicants to posted positions.

13.08 - Transfer Registry

The Board agrees to establish a registry to enable permanent employees to record an interest in a transfer to a specific location or locations. The following will be the procedures:

- a) A permanent employee wishing to express interest in a transfer to a specific location or locations must do so in writing to the appropriate Supervisory Officer on or before March 31st.
- b) The Registry List shall become null and void on September 30th each year. Permanent employees, wishing to have their names appear on the list for a further one year period, must reapply.
- c) When a vacancy occurs in a location where a permanent employee has registered interest, the Board shall notify said permanent employee of said vacancy.
- d) The Board shall provide a copy of the Transfer Registry to the President of the Union no later than April 15th of each year.

ARTICLE 14 - TEMPORARY POSITIONS

14.01 - Notice of Vacancy

Temporary positions of more than three (3) months duration shall be posted and filled as set out in Article 13 – Job Posting and Transfer Registry. Upon termination of such temporary positions, the employee shall return to the employee's own job position. The temporary vacancy created by a permanent employee accepting the temporary assignment or temporary position shall be posted. Subsequent vacancies need not be posted or filled as set out in Article 13 – Job Posting and Transfer Registry. It is understood and agreed that the Board may make appointments to fill such resulting temporary assignments or temporary positions.

ARTICLE 15 - SENIORITY

15.01 - Seniority for the period up to & including August 31, 1999

Seniority is defined as the length of continuous service, including periods of approved leave without pay, in the Bargaining Unit from the most recent date of hire as a permanent full time or part time employee and, where appropriate records are available, shall include continuous service with the Board, or its predecessor boards prior to June 10, 1993.

Seniority will be pro-rated for part-time and 10 month employees on the basis of months worked.

15.02 - Seniority for the period commencing September 1, 1999:

- a) Seniority is defined as the length of continuous service in the Bargaining Unit from the most recent date of hire as a permanent full-time or part-time employee. It is understood and agreed that seniority shall not accumulate during long-term personal leave which exceeds 30 consecutive calendar days, but shall accumulate during other Board authorized leaves.
- b) Permanent 10 month and 12 month full-time employees who work their assigned work year shall be credited with one (1) year's seniority.
- c) Permanent 10 month and 12 month part-time employees who work at least twenty eight (28) hours per week and who work their assigned work year shall be credited with one (1) year's seniority.
- d) Permanent 10 month and 12 month part-time employees who work less than twenty eight (28) hours per week and who work their assigned work year shall be credited with one half (0.5) year's seniority.

- e) Temporary employees who are hired to a permanent position with the Board shall be credited with seniority from the date of hire as a temporary employee provided that there has not been a break in employment between the temporary position and the permanent position. For ten (10) month positions July and August are not considered to be a break in employment.

15.03 - Seniority Lists

The Board will maintain seniority lists by Occupational Groupings, showing each employee's name, the date on which the employee's seniority commenced, the Salary Classification and the employee's seniority. On April 30 of each year the Board will revise the seniority lists and provide copies of the revised lists to the Union and post on bulletin boards. Any errors or discrepancies on the seniority lists must be communicated in writing to the Manager of Human Resources Services by May 31 of each year.

15.04 - Probation

Newly hired probationary employees shall not attain seniority rights until they have completed the probationary period. Upon satisfactory completion of the probationary period, the employee's name shall be added to the existing seniority list, showing the seniority date as the date of hire.

15.05 - Temporary Assignment to Non-Union Positions

The selections and promotions of employees to Board positions outside the bargaining unit are not governed by this Agreement. In the event an employee is or has been temporarily assigned to a non-Union position and is returned to a vacant position with the bargaining unit within twelve (12) months, the employee shall be credited with the additional seniority accrued during the period they were employed outside the bargaining unit.

15.06 - Termination of Seniority/Employment

- a) An employee shall lose all seniority and shall be deemed to have terminated employment with the Board if the employee:
- (i) terminates his or her employment with the Board for any reason;
 - (ii) is discharged and not reinstated through the grievance or arbitration procedures;
 - (iii) is laid off for a period of longer than twenty-four (24) consecutive months;
 - (iv) fails to return to work within seven (7) days of being recalled after a lay-off unless through sickness or other just cause;
 - (v) fails to return to work after an authorized leave of absence unless a reason acceptable to the Board is given;
 - (vi) utilizes a leave of absence for purposes other than those for which the absence was granted unless a reason acceptable to the Board is given; or
 - (vii) is absent from work on account of illness or accident for a period of twenty four (24) months or more and there is no reasonable prospect of the employee returning to work. It is understood and agreed that Clause 15.06 (a) (vii) shall be effective for September 1st 2009.
- b) An employee who is promoted or hired to a permanent non-union position shall lose all seniority.

ARTICLE 16 - LAY-OFF OF PERMANENT EMPLOYEES

16.01 - Definition

LAY-OFF means a period of at least one week in which a permanent employee receives less than one-quarter of the wages the permanent employee would earn at their regular rate in a regular non-overtime work week, unless the permanent employee,

- a) was not able to work or not available for work;
- b) was subject to disciplinary suspension; or
- c) was not provided with work by the Board by reason of any strike or lock-out occurring at the employee's place of employment or elsewhere.

REDUNDANCY is defined as a reduction in a position in part or full. Declarations of redundancy shall not be necessarily on a system-wide basis. A system-wide decrease in hours does not constitute a redundancy.

The Parties agree that it is the Board's exclusive right to determine and modify from time to time as may be necessary, staff complement and to implement lay-offs and recalls and to hire new employees, subject only to the conditions in this Article.

16.02 - Lay-off Procedure

In the event of a lay-off of employees becoming necessary in any Salary Classification, the lay-off shall be carried out in such a manner as to maintain an efficient work force. Employees shall be laid off in the reverse order of their seniority, within an Occupational Grouping and at the same Salary Classification, provided that the employees retained to perform the work available during a lay-off shall be the employees who have the qualifications and ability to do the work available. When two or more employees have equal seniority, qualifications and ability shall govern. When all criteria are equal, selection for lay-off will be conducted by a lottery process.

ARTICLE 17 - BUMPING RIGHTS OF PERMANENT EMPLOYEES

17.01

Employees subject to layoff as a result of the provisions of the Layoff Article shall have the right to bump on the following basis and in the following order.

- a) The displaced employee may bump the employee with the least seniority at the same Salary Classification within the same Occupational Grouping providing the employee doing the bumping has the necessary qualifications, ability and willingness to perform the work involved.

- b) When the displaced employee is the employee with the least seniority at the same Salary Classification within the same Occupational Grouping where the position was declared redundant, that employee may bump the employee with the least seniority on the next lower Salary Classification within the same Occupational Grouping providing the employee doing the bumping has the necessary qualifications, ability and willingness to perform the work involved.

In such cases the employee will not suffer loss of salary and will be salary protected while employed in the lower Salary Classification for the greater of six months or the remainder of the school year.

- c) Failing steps (a) and (b), the displaced employee may proceed in sequence down through the Salary Classifications until the employee reaches such a level where the employee can bump the employee with the least seniority on a lower Salary Classification within the same Occupational Grouping providing such an employee exists, and the employee doing the bumping has the necessary qualifications, ability and willingness to perform the work involved.

17.02

A maximum of one time bumping per employee per redundancy will be permitted. Full-time employees may bump full-time employees. Employees who are full-time as a result of being employed in two half-time positions, may bump part-time employees in order to maintain their full-time status, or employ Clause 17.01.

17.03

There shall be no partial bumping within Occupational Groupings. Therefore, an employee, who has part of their position declared redundant, will be required to make a decision whether to retain the portion of their position that was not made redundant, or to exercise their bumping rights in accordance with Clauses 17.01 and 17.02.

17.04

Part-time employees may not exercise bumping rights in order to attain a position of a higher percentage of full-time equivalent than the position declared redundant.

17.05

Employees who intend to exercise their bumping rights shall notify the Manager of Human Resources Services in writing within seven (7) working days of the date the lay-off notice was issued. The notice to bump may be sent through the mail, courier, or by fax and the original must follow by mail. Providing the employee wishing to utilize their bumping rights meets the requirements for displacement, the Manager of Human Resources Services then will provide official notification to the employee who is to be displaced.

17.06

In accordance with the Employment Standards Act, employees who elect not to exercise their bumping rights may be deemed to have refused reasonable alternative employment, thereby, forfeiting all entitlements to notice, severance pay, and recall.

ARTICLE 18 - RECALL RIGHTS OF PERMANENT EMPLOYEES

18.01

No new permanent employee will be hired until a employee who is on lay-off from the relevant Salary Classification and who still retains recall rights has been given an opportunity for recall at an equivalent or lower Salary Classification within the same Occupational Grouping provided that such an employee has the qualifications, ability and willingness to do the job duties of the vacant position.

18.02

The right of recall for redundant employees shall terminate twenty four (24) months after their last day of employment with the Board as an employee in a permanent position. Employees recalled within the twenty four (24) month period shall maintain the seniority they had at the date of the lay-off, and their continuous service with the Board shall not be broken by their period of non-employment due to redundancy. Employees recalled within the twenty four (24) month period shall maintain the sick leave credits they had at the date of the lay-off, provided the sick leave credits have not been used in any subsequent temporary employee assignment.

18.03

The following steps shall be followed in recalling redundant employees to permanent positions:

- a) The Manager of Human Resources Services shall offer the redundant employee an available position by telephone, by courier or by personal delivery.
- b) The redundant employee, within seven (7) calendar days of the date of offer, shall advise the Manager of Human Resources Services in writing of his or her decision to accept or reject the offer.
- c) If the redundant employee fails to reply within the time specified or does not accept the offer, the right of recall shall be forfeited.

18.04

In accordance with the Employment Standards Act, a redundant employee who refuses an offer of reasonable alternative employment with the Board forfeits any entitlement to severance pay and eligibility to remain on the recall list. An advertisement of a position does not constitute an offer.

18.05

Provided there are permanent employees who are on lay-off and have the qualifications, ability and willingness to do the job duties of a temporary employee assignment, in the laid off employee's Salary Classification, such employees shall be given preference for such temporary employee assignments and shall not lose their recall rights as a result of any such assignments.

18.06

A laid off permanent employee with recall rights who accepts a temporary employee assignment shall have the following benefits:

- a) credit for salary purposes based on the experience the employee had at the date of the lay-off;
- b) entitlement to participate in the Board's group insurance plans in Article 33 – Insurance Plans;
- c) access to the sick leave credits accumulated at the date of the employee's lay-off; and
- d) compassionate leave in accordance with Clause 22.01 (c) and 22.03 of the Leave Article.

It is understood and agreed that accepting and working in a temporary employee assignment will not extend the 24 month period of recall.

ARTICLE 19 - TECHNOLOGICAL CHANGE

19.01

In this Clause "Technological Change" means the introduction by the Board of equipment or material of a different nature than that previously utilized that will result in major changes in the employment status or working conditions of permanent employees.

19.02

Both Parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Board's operations. Where technological change is to be implemented, the Board will seek reasonable ways and means of minimizing adverse effects on permanent employees which might result from such changes.

19.03

The Board agrees to provide as much advance notice as is practicable and not less than ninety (90) days written notice to the Union of the introduction or implementation of technological change.

19.04

As soon as reasonably practicable after notice is given under Clause 19.03 above, the Board shall discuss with the Union the anticipated effects of the technological change on each group of permanent employees. Such discussion will include, but will not necessarily be limited to the following:

- a) the nature and degree of change;
- b) the anticipated date or dates on which the Board plans to effect change;
- c) the location or locations involved;
- d) the approximate number, job positions and location of employees likely to be affected by the change;
- e) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

19.05

a) When, as a result of technological change, it is determined by the Board that a permanent employee requires new skills or knowledge in order to perform the duties of their substantive position, the Board will provide the necessary training at no cost to the permanent employee provided the training period does not exceed ten (10) working days and the permanent employee has the ability to be retrained.

b) When, as a result of technological change, it is determined by the Board that a permanent employee is not able to be retrained, that a permanent employee cannot perform the duties of their substantive position after retraining or that a permanent job will cease to exist, the following shall apply:

- (i) the employee shall be placed in suitable alternative employment, if available; or
- (ii) the provisions of the Lay-off Article shall apply.

ARTICLE 20 - SICK LEAVE

20.01 – Credit

a) Full-time Employment with Remuneration:

Commencing September 1st 2008 sick leave credits shall be earned on the basis of two (2) days per month for each complete month of full time employment with remuneration from the Board.

b) Partial Employment with Remuneration:

Commencing September 1st 2008 sick leave credits for permanent employees who work part of the year or part-time permanent employees shall be earned monthly on a prorated basis based on their part time employment with remuneration from the Board.

c) All permanent employees are entitled to a credit of 100% of their unused days of accumulated sick leave to a maximum of 250 days.

d) Permanent employees who are working for the Board for the first time or who return after a period of non-employment with the Board, shall be allowed to carry over from their previous position with an Ontario district school board or an Ontario school authority accumulated days of sick leave credit to the maximum 250 days. The onus is upon the employee to provide written proof of this credit.

e) The Board will forward to permanent employees in the early months of each new school year, a statement of their sick leave credits.

f) Sick leave credits shall not be earned or accumulated during any period of layoff or redundancy from a permanent position where the layoff or redundancy is from 100% of the position.

g) Save and except for leaves of absence pursuant to Part XIV of the Employment Standards Act (pregnancy/parental leave, family medical leave and emergency leave), sick leave credits shall not be earned or accumulated during any leave when the employee is not in receipt of remuneration from the Board.

20.02 - Deductions from Sick Leave

a) A deduction shall be made from accumulated sick leave credits on all normal working days or part thereof (exclusive of holidays), where the employee is absent due to personal illness, personal medical or dental appointments, as per Clause 20.03.

b) Workplace Safety and Insurance Board (WSIB)

An employee prevented from performing their regular work with the Board as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Act, shall have deducted from their sick leave account the difference between the employee's regular salary and the amount payable by the WSIB. This difference will be deducted from the employee's bank of sick leave credits until such credits are exhausted.

20.03 - Medical/Dental Appointments

Personal medical and/or dental appointments should normally be scheduled outside normal working hours where possible. Where such appointments cannot be scheduled outside normal working hours, the employee should endeavour to schedule the appointment to minimize work time lost and should notify their immediate supervisor at least three (3) days prior, except in emergency situations.

20.04 - Proof of Illness

- a) Any employee who is absent from duty because of illness for more than three (3) consecutive working days shall submit, if requested to do so by the Director of Education, a statement from a doctor certifying that such employee is unable to carry out their duties due to illness and the nature of the illness. The Board reserves the right, at its expense, to request that an employee obtain a second medical certificate from a medical practitioner in the event of repeated or extended absences.
- b) Notwithstanding subsection (a) above, the individual privacy of employees in their professional relationship with their physicians shall not be violated.

- c) If an employee fails to submit a medical certificate when required in subsection (a) above, within five (5) working days of their return to work, the days of absence shall be processed as leave without pay. The Board reserves the right to request medical certificates prior to an employee's return to work in the case of long-term absences.
- d) The Board reserves the right to require an employee to undergo a medical examination as required, in order to ensure fitness for work.
- e) Costs associated with obtaining a medical certificate shall be borne by the Board.

20.05 - Leave of Absence Due to Illness

a) Each employee's sick leave account shall be debited for the number of normal working days absent due to personal illness until such account has become completely exhausted. Employees who continue to be absent due to personal illness after their sick leave accounts have become exhausted shall be deemed to be on leave of absence due to personal illness.

b) In a situation where an employee is absent because of illness, it is understood and agreed that the Board may request a medical report or reports to determine if there is a reasonable prospect that the employee will return to active employment. The costs associated with obtaining such a medical report or reports shall be borne by the Board.

20.06 - Insurance Plans While on Leave of Absence Due to Illness

a) Subject to the terms and conditions of the Plans, Insurance Plans may be continued during the leave of absence due to personal illness provided the employee belonged to these plans prior to the beginning of the leave of absence.

b) At least two weeks prior to the employee ceasing to receive remuneration from the Board, the employee must inform the Board in writing of his or her intent to retain or not to retain membership in any or all the group Insurance Plans and make payment arrangements which are satisfactory to the Board. The premium cost will continue to be shared by the Board and the employee while the employee still receives remuneration from the Board. When the employee no longer receives remuneration from the Board, the employee must pay 100% of the premium to maintain coverage.

- c) Upon return from the leave, mandatory insurance plans that the employee elected to cancel will be reinstated immediately but it is the responsibility of the employee to request in writing, within 31 days of returning to work, reinstatement of any optional insurance plans that the employee elected to cancel.

ARTICLE 21 - PREGNANCY/ PARENTAL LEAVE

21.01 – Employment Standards Act

Leave of absence for pregnancy and/or parental leave shall be granted as per the Employment Standards Act of Ontario. Clauses 21.02, 21.03 and 21.04 are an informational summary of the relevant provisions of the Employment Standards Act. In the event of a conflict between the above Clauses and the Pregnancy and Parental Leave provisions in the Employment Standards Act, the provisions of the Act will govern.

21.02 - Pregnancy Leave

- a) Employees who are pregnant and who have been employed with the Board for at least thirteen (13) weeks prior to the expected date of birth are entitled to take an unpaid pregnancy leave. The pregnancy leave is for at least seventeen (17) consecutive weeks commencing no earlier than the earlier of the day that is 17 weeks prior to her due date or the day on which she gives birth; and no later than the earlier of her due date or the day on which she gives birth.
- b) Employees taking pregnancy leave must provide eight (8) weeks verbal notice and two (2) weeks written notice to the Director of Education advising of the date that the leave is to begin and terminate together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth as confirmed by the employee's physician.
- c) In the event of complications with the pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the Board of the date the pregnancy leave will begin or has begun. The employee shall provide the Board with a certificate from the physician stating

both the originally anticipated birth date plus the actual date of the birth, still-birth, or miscarriage. In the case of employees who stop working because of a complication caused by pregnancy the medical certificate shall state the employee is unable to perform her job duties because of the complications and shall state the due date.

d) The pregnancy leave of an employee ends seventeen (17) weeks after the pregnancy leave began, if the employee is entitled to take parental leave. Otherwise the pregnancy leave ends on the later of seventeen (17) weeks after the leave began or six (6) weeks after the birth, still-birth or miscarriage. If the employee wishes to return to work earlier, the employee shall provide the Board with at least four (4) weeks written notice of the date of return. Employees may not return to work earlier than six (6) weeks from the date of delivery, still-birth or miscarriage without the written consent of their physician.

21.03 - Parental Leave

a) If an employee has been in the employ of the Board for at least thirteen (13) weeks, they are entitled to take an unpaid parental leave for up to either thirty five (35) consecutive weeks (if the employee has taken pregnancy leave) or thirty seven (37) consecutive weeks (otherwise) after the birth of the employee's child or the coming of the child into the employee's custody, care and control for the first time. The term "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

b) Employees taking parental leave must provide at least eight (8) weeks verbal notice and two (2) weeks written notice to the Director of Education advising of the date the leave is to begin and end. In the event that an employee who is a parent stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee must, within two (2) weeks of stopping work, provide the Board with written notice of the date the parental leave began and will end. The parental leave begins on the date that the employee stopped working.

c) Employees who have taken a pregnancy leave and who also wish to take parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time. The parental leave of employees who have taken pregnancy leave shall be a maximum of thirty five (35) weeks.

d) Employees who have not taken pregnancy leave are entitled to parental leave of thirty seven (37) weeks which must commence within fifty two (52) weeks of the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.

e) Parental leave for employees who have taken pregnancy leave ends thirty five (35) weeks after it began or on an earlier day if the employee gives the Board at least four **(4)** weeks written notice of that day. Parental leave for employees who have not taken pregnancy leave ends thirty seven (37) weeks after it began or on an earlier day if the employee gives the Board at least four (4) weeks written notice of that day.

21.04 - General Provisions Applicable to Pregnancy / Parental Leave

a) An employee who has given notice to begin pregnancy and/or parental leave may change the notice to begin leave upon giving the Board at least two (2) weeks written notice.

b) An employee who has given notice to end pregnancy and/or parental leave may change the notice upon giving the Board at least four **(4)** weeks written notice.

c) Employees are entitled during pregnancy and/or parental leave to continue participation in the pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and long-term disability plans in which the employee participated prior to taking the leave. The Board shall continue to make its contributions for the prescribed benefit plans unless the employee, prior to the commencement of the leave, gives the Board written notice that the employee does not intend to pay the employee's contributions during the leave period. At the option of the employee prepayment may be made by means of monthly post-dated cheques.

d) Employees shall be reinstated following return from pregnancy and/or parental leave to the position that the employee most recently held prior to commencing leave, if it still exists, or a comparable position if it does not, in a location as near as practical to the location of the position formerly held, at a rate equal to the wages most recently paid by the Board or the rate that the employee would be earning if he or she had worked throughout the leave.

e) During the period of pregnancy and/or parental leave, employees shall accumulate seniority and experience. However, the period of such leave shall not be included in determining whether the employee has completed his or her probationary period.

21.05 – Paternity Leave for Male Employee

Subject to the approval of the Director of Education, a male employee may be granted special leave with pay to a maximum of four **(4)** days for needs directly related to the birth or adoption of his child. This leave may be divided into two periods and granted on separate days.

21.06 – Long Term Personal Leave of Absence

When the statutory period of pregnancy leave, pregnancy/parental leave or parental leave has expired, the employee may be granted, upon application to the Board, a long-term personal leave of absence without pay. During the long-term personal leave of absence, seniority shall not accrue. The employee would be responsible for the Board and employee share (100%) of all benefit plan premiums during this period.

21.07 – Supplemental Employment Benefits (SEB) Plan

a) An employee taking pregnancy leave for the birth of a child under the provisions of the Employment Standards Act, who is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, is eligible to receive, following the birth of the baby, the following payment. For each day of the Employment Insurance Commission (EIC) two week waiting period which falls on a regular working day for the said employee, the Board shall reimburse the employee the equivalent of 100% of the employee's gross daily rate less statutory deductions for the said day.

b) An employee taking pregnancy leave for the birth of a child under the provisions of the Employment Standards Act, who is in receipt of Employment Insurance maternity benefits, is eligible to be paid, following the birth of the baby, a Supplemental Employment Benefit. For each day of the first four weeks of the payment of Employment Insurance maternity benefits which falls on a regular working day for the said employee, the Board shall reimburse the employee the difference between the Employment Insurance maternity benefit payment and the equivalent of 100% of the employee's gross daily rate less statutory deductions for the said day.

c) The employee shall provide to the Board a letter from the Employment Insurance Commission verifying the dates that the Employment Insurance Commission determines are the dates of the waiting period and the amount of the Employment Insurance maternity benefits which are to be paid.

- d) It is understood that an employee may select one of the following options:
- i) Option A: access her sick leave credits for each day of the six weeks immediately following the birth of the baby which falls on a regular working day for the said employee or
 - ii) Option B: access the Board payments for each day of the two week waiting period and the Supplemental Employment Benefit for the first four weeks of Employment Insurance maternity benefits as set out above.

The employee shall advise the Board, in writing, which of the above options she chooses.

e) The Parties agree that the payment of the above allowance shall comply with the requirements of Human Resources Development Canada for Supplementary Employment Benefit Plans.

ARTICLE 22 - OTHER LEAVE

22.01 - Eligibility

a) In order to be eligible for leave for Union business, quarantine or jury/court witness leave, short-term personal leave without pay, long-term personal leave without pay, time off for elections and urgent personal business leave; the employee shall:

- (i) submit a written request to the Manager of Human Resources Services or designate, stating the reason(s) for the leave of absence and the date(s) of the leave;
- (ii) ensure that the immediate supervisor is aware of the leave of absence before the leave commences and
- (iii) have the approval of the Manager of Human Resources Services or designate before commencing the leave.

In urgent circumstances an employee may request verbal approval of the Manager of Human Resources Services or designate and advise the employee's immediate supervisor verbally prior to the commencement of the leave. The verbal request shall be confirmed in writing as soon as possible.

b) Written requests for Sick Leave or Compassionate Leave are not required except as expressed or implied in this Agreement.

c) The terms of this Article are applicable to part-time employees, prorated to their percentage of employment.

22.02 - Leave for Union Business

a) Leave without pay for Union business, shall, subject to operational requirements, be granted to members of the Union and shall not exceed a combined total of twenty five (25) working days for the period September 1st to August 31st.

Such leave should be requested, in writing, from the Manager of Human Resources Services or designate, a minimum of two weeks prior to the date of leave or as soon as possible in urgent situations.

b) Leave without pay for Board/Union negotiations, shall, subject to operational requirements, be granted to members of the Union and shall not exceed a combined total of twenty (20) working days for the period September 1st to August 31st.

Such leave should be requested, in writing, from the Manager of Human Resources Services or designate, a minimum of two weeks prior to the date of leave or as soon as possible in urgent situations.

c) Leave with no loss of regular pay shall be accorded to a grievor and his or her Union Steward (one Local 103 Steward or one member of the Local 103 Union Executive) to attend complaint and grievance meetings and arbitrations.

d) Any employee who is elected or selected for a position with the Union shall be granted upon written request received no later than May 30th of the current school year for the upcoming school year a leave of absence by the Board for a period up to one (1) year. This leave of absence shall be without loss of salary, seniority or fringe benefits as per the collective agreement providing the Union reimburses the Board for the full cost of the leave. When the employee returns from a leave of absence, the employee shall be assigned to the employee's former position if it still exists or the equivalent. To assist with staffing the Union shall endeavour to give the Board informal notice of the employee who might be applying for this leave as soon as practicable.

22.03 – Compassionate Leave

A full-time employee shall be eligible for compassionate leave without loss of pay, or deductions from sick leave credits as follows:

- a) Five (5) consecutive working days, or more at the discretion of the Board, except where spanning a holiday, for the death of a husband, wife, parent or guardian, son or daughter, brother or sister, and/or in the event of a stillbirth or miscarriage.
- b) Three (3) consecutive working days or more at the discretion of the Board, except where spanning a holiday, for the death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, of the employee or the spouse and for the death of a guardian of the spouse.

- c) One (1) working day, or more at the discretion of the Board, to attend the funeral of an uncle, aunt, niece or nephew of the employee or spouse.
- d) Saturdays and Sundays are not deemed to be holidays in the application of this Article.

22.04 - Jury or Witness Leave & Quarantine Leave

a) Jury or Witness Leave

Leave with pay shall be granted when a permanent full-time employee is required to appear in court by reason of a summons to serve as a juror, or by reason of a subpoena to be a witness in any proceeding to which the employee is not a party or one of the persons charged. The employee shall submit to the Board a certificate signed by a court representative testifying to the employee's presence at court and remit any fee (excluding expenses) the employee received from the court.

b) Quarantine

Every employee is entitled to his or her salary despite absence from duty in a case where, because of exposure to a communicable disease, the employee is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the employee's duties. The days shall not be deducted from sick leave credits.

- c) A part-time employee is eligible to be granted jury or court witness leave or quarantine leave, as laid out above, on a prorated basis in the same ratio that the part-time employment bears to full-time employment for scheduled work day or days with which the leave coincides.

22.05 - Short-term Personal Leave without Pay

A permanent employee may apply for short-term personal leave without pay not to exceed thirty (30) calendar days in the period September 1st to August 31st.

22.06 - Long-term Personal Leave without Pay

- a) A permanent employee may apply for long-term personal leave without pay in excess of thirty (30) consecutive calendar days and not more than twelve (12) consecutive calendar months. Seniority shall not accumulate during the total period of any long-term personal leave without pay.

- b) Approval of such requests will be at the discretion of the Board.
- c) The Board shall endeavour to place the employee, upon return to duty, in a position equivalent to that held at the commencement of the leave of absence.

22.07 - Time Off for Elections

Employees shall be allowed three (3) consecutive hours off immediately before the closing of polls in any Federal, Provincial or Municipal Election or referendum without deduction from normal daily pay.

22.08 - Urgent Personal Business Leave

- a) A full-time employee may be granted a leave of absence for attendance to urgent personal business without deduction of salary up to a maximum of three (3) days in the period September 1st to August 31st.
- b) Notwithstanding subsection (a) above, the Board may at its discretion grant leave for urgent personal business in excess of three (3) days prorated to the employee's percentage of employment.
- c) Leave of absence under this section is neither cumulative from year to year nor is it to be used for holidays.
- d) When the employee, for any reason, works fewer days than the regular work year, the salary payable shall be reduced proportionately for any special leave used in excess of 3/10 day per month for 10 month employees and 3/12 day per month for 12 month employees prorated to their percentage of employment.
- e) Under the terms of this Article, an employee who is absent from their regular duties without requesting a leave of absence, or without receiving approval of the Director or designate shall be in breach of this Agreement.

ARTICLE 23 - CAREER DEVELOPMENT LEAVE

23.01

Career development refers to an activity which is likely to be of assistance to the individuals in furthering their career development and to the Board in achieving its goals. The following activities shall be deemed to be **part** of career development:

- a) a course given by the Board;
- b) a course offered by a recognized academic institution;
- c) a seminar, conference or study session in a specialized field directly related to the employee's work.

23.02

Upon written application by the employee, and with the approval of the Board, career development leave (whether offered locally or in other locations) may be granted for any one of the activities described in subsection (a) above. At the time of approval, the Board will indicate whether the leave is granted with or without pay and will also indicate what other expenses (i.e., tuition, travel, accommodation, etc.) will be reimbursed by the Board.

23.03

Employees who are on career development leave at the request of the Board shall be on leave with pay and shall be reimbursed for all reasonable travel and other expenses incurred by them which the Board may deem appropriate.

ARTICLE 24 - DEFERRED SALARY LEAVE PLAN

24.01 - Description

The Deferred Salary Leave Plan will afford employees the opportunity to take a one (1) year leave of absence, and through deferral of salary, to finance the leave. It is understood and agreed that the purpose of the Deferred Salary Leave Plan is not to provide benefits on retirement.

24.02 - Eligibility

Any permanent employee having three (3) years of seniority with the Board is eligible to participate in the Plan.

- a) To be eligible to participate in the Plan commencing in September for 10 month employees and January for 12 month employees, the eligible employee shall apply in writing to the Director of Education at least seven (7) months prior to the commencement date of the Plan.
- b) The determination of whether an application is or is not approved shall be at the discretion of the Board, and the employee shall be notified in writing of the Board's decision by May 1 for 10 month employees and by September 1 for 12 month employees.
- c) If an application is not approved, the reason or reasons shall be included in the notification specified in the subsection (b) above.

24.03 - Payment Formula

- a) In a Memorandum of Agreement, set out in Appendix A, the employee shall specify the portion of the employee's salary and allowance which is to be deferred and the deferred amount shall not exceed 33.3% of the employee's salary and allowance.
- b) In accordance with the Memorandum of Agreement in each year of the Plan preceding the period of leave the employee will be paid a reduced percentage of salary and allowance which the employee is entitled under the Collective Agreement.
- c) The remaining portion of the employee's annual salary shall be deferred and shall be retained by the Board in trust to finance the period of leave. While participating in the DSL Plan the amount of salary and allowance deferred by a employee under the DSL Plan cannot exceed 33.3% in any calendar year.
- d) Each pay day the Board shall deposit the deferred portion of the employee's annual salary and allowance in an interest bearing account in the name of the employee in trust.

e) Interest

By December 31st of each year of the Plan the Board shall pay any interest earned in that year on the deferred salary and allowance to the employee subject to the usual withholdings and remittances. The income earned on the deferred amounts is income from employment and will be reported on a T4.

f) Payment Dates

During a 10 month employee's leave of absence, the employee shall be paid 40% of their Deferred **Salary** on September 1 during the year of leave, and the remaining 60% on January 1 during the year of leave. During a 12 month employee's leave of absence the employee shall be paid 40% of their Deferred Salary on January 1 during the year of leave, and the remaining 60% on May 1 during the year of leave.

24.04 - Insurance

a) While employees are enrolled in the Plan and not on leave, subject to the approval of the Insurance Carrier, Insurance Plans tied to salary and allowance level shall be structured according to the salary and allowance they would have received had they not been enrolled in the Plan.

b) While on leave, subject to the approval of the Insurance Carrier, any Insurance Plan tied to salary and allowance level shall be structured according to the salary and allowance the employee would have received in the year prior to taking the leave had the employee not been enrolled in the Plan.

c) Employees on a year of Deferred Salary Leave who are members of the Teachers' Pension Plan must maintain participation in the Long-term Disability Insurance Plan during their period of leave.

d) An employee's Insurance Plans shall be maintained by the Board during the employee's Deferred **Salary** Leave provided that the employee pays 100% of the premiums as follows:

- (i) 40% of said premiums on or before the commencement date of the leave September 1st for 10 month employees or January 1st for 12 month employees; and

- (ii) 60% of said premiums on or before January 1st for 10 month employees or May 1st for 12 month employees.

24.05 - Conditions of Leave

a) The leave of absence shall commence no later than six (6) years after the date of the first deferral of salary and allowance.

b) The employee shall not receive any compensation from the Board or a person with whom the Board does not deal at arm's length during the period of leave other than the salary and allowance deferred, any accumulated and unpaid interest and reasonable fringe benefits which have been prepaid.

c) An employee returning from leave shall remain in the employ of the Board for a period of time at least equal to the period of time the employee was on leave.

d) Deferred salary and allowance plus any accumulated and unpaid interest shall be paid to the employee in the Plan not later than the end of the first taxation year commencing after the expiry of the six year period after the first deferral of salary and allowance.

e) During the period of leave the employee will not accumulate or be entitled to the following:

- (i) experience for salary and allowance increments,
- (ii) statutory holidays, maternity, sick or other leaves; and
- (iii) sick leave credits and vacation leave credits.

f) Employees' Pension Plan

The Board will make pension deductions from the payments to the employee in accordance with the requirements of the applicable pension plan (the Ontario Municipal Employees Retirement System or the Teachers' Pension Plan).

g) Memorandum of Agreement

An employee participating in the Plan will be required to sign the Memorandum of Agreement (set out in Appendix A) with the Board setting out the particulars of the employee's Salary Deferral Plan.

h) Reassignment after Deferred Salary Leave

Subject to the redundancy procedures, the Board will endeavour to reassign an employee to the former position, if it still exists, or to a position in a location as near as practical to the location of the position formerly held when the employee returns from a Deferred Salary Leave Plan.

24.06 - Withdrawal from the Plan

a) Resignation

An employee who ceases to be employed by the Board must withdraw from the Plan. Within sixty (60) days the Board shall pay to the employee the deferred salary and allowance plus any accumulated and unpaid interest.

b) Financial Hardship

In extenuating circumstances, such as financial hardship, the employee may withdraw from the Plan upon giving not less than six months notice of intent to do so prior to the date established for the leave of absence. Within sixty (60) days of such withdrawal the Board shall pay to the employee the deferred salary and allowance plus any accumulated and unpaid interest.

c) Death of Employee

Should the employee die, the Board shall, within sixty (60) days of notification of such death to the Board, pay the deferred salary and allowance plus any accumulated and unpaid interest to the employee's estate subject to the Board receiving the necessary clearances and proofs normally required for payment to estates.

d) Payment of Deferred Salary and Allowance

In the event that the employee does not take their DSL Plan leave in the designated period, the deferred amounts will be paid to the employee in the first taxation year that commences after the end of the period of salary and allowance deferral.

24.07 - Canada Revenue Agency

a) The Board, the Union and the participating employees agree that the Plan will comply with the requirements of the Canada Revenue Agency for deferred salary leave plans and that they will make any changes necessary.

b) The participating employees in the Plan hereby agree to indemnify and hold harmless the Board and the Union for the effects of participation in the Plan on the employees' Pension Plan, income tax deductions, Employment Insurance, Canada Pension Plan or other additional matters affected by the Plan.

ARTICLE 25 - PAID HOLIDAYS

25.01 - Paid Holidays for Permanent Employees

The following days will be recognized as paid holidays for each permanent full-time or part-time employee, who is employed in a 10 or 12 month position, provided the employee received remuneration for the regularly scheduled Board work day before and after the holiday:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- the afternoon of December 24th and the afternoon of December 31st or a day in lieu.

Permanent 10 or 12 month part time employees shall be paid for the above holidays on a prorated basis in the same ratio that the part time employment bears to full time employment.

The above provision does not entitle an employee to a paid holiday when the holiday falls during the lay-off period in July and August.

25.02 - Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay.

25.03 - Holidays on Days Off

When any of the above-noted holidays fall on an employee's scheduled day off the employee shall receive another day off at a time mutually agreed upon between the employee and the Board.

25.04 - Holidays (Alternate Day Schedule)

It is understood and agreed that the Board in its sole discretion may grant a paid holiday to employees who do not meet the qualifying days criteria because of an alternate day schedule.

25.05

It is understood and agreed that ten (10) month permanent employees (School Secretaries, Educational Assistants, Campus Youth Workers, Educational Interpreters, Native Elementary Guidance & Social Counsellor, School and Attendance Counsellors and Communication Disorders Facilitator) shall be paid for Christmas Day, Boxing Day, the afternoon of December 24th, the afternoon of December 31st and New Year's Day provided that they have received remuneration for the regularly scheduled school work day before and after the holiday.

ARTICLE 26 - VACATION

26.01 – Twelve (12) Month Permanent Employees

a) Vacation Pay for Full Time 12 Month Permanent Employees:

Full-time twelve (12) month permanent employees who earn remuneration for the entire period September 1st to August 31st shall accumulate paid vacation leave as set out in the following table.

<u>Continuous Service with Remuneration</u>	<u>Vacation Leave Per Year</u>
0 years to less than 2 completed years	10 working days
2 completed years to less than 10 completed years	15 working days
10 completed years to less than 15 completed years	20 working days
15 or more completed years	22 working days

b) Vacation Pay for Part Time 12 Month Permanent Employees:

Paid vacation leave for a part-time twelve (12) month permanent employee or for a full-time twelve (12) month permanent employee who works part of the period September 1st to August 31st shall be prorated based on the employee's days with remuneration and/or percentage of employment.

c) Leave for the 20th Year of Employment:

- i) If a full-time permanent employee is in his or her twentieth (20th) year of employment, the employee shall be granted in that year, a one-time grant of twenty (20) days paid leave, in addition to his or her annual leave.
- ii) If a part-time permanent employee is in his or her twentieth (20th) year of employment, the employee shall be granted in that year, in addition to his or her annual leave, a one-time grant of twenty (20) days paid leave pro-rated to the employee's percentage of employment.

26.02 - Ten (10) month Permanent Employees

a) Vacation Pay:

The following table sets out the vacation pay rate for ten (10) month permanent employees appropriate to the employee's continuous years of service with the Board.

<u>Continuous Service with Remuneration</u>	<u>Vacation Pay Rate</u>
0 years to less than 2 completed years	4%
2 completed years to less than 10 completed years	6%
10 completed years to less than 15 completed years	8%
15 or more completed years	8.8%

Vacation pay for ten (10) month permanent employees shall be based on the applicable vacation pay rate multiplied by their regular earnings, excluding vacation pay, for the period September 1st to August 31st for which the vacation pay is given.

b) Leave for the 20th Year of Employment:

- i) If a full-time ten (10) month permanent employee is in his or her twentieth (20th) year of employment, the employee shall be granted in that year, a one-time grant of 8% vacation pay in their twentieth (20th) year, in addition to their annual percentage of vacation pay.
- ii) If a part-time permanent employee is in his or her twentieth (20th) year of employment, the employee shall be granted in that year, in addition to their annual percentage of vacation pay, a one-time grant of 8% vacation pay in their twentieth (20th) year, pro-rated to the employee's percentage of employment.

26.03

a) Full-time and part-time ten (10) month permanent employees shall have the option of

- (i) receiving their vacation pay in their regular bi-weekly pay cheque,
- (ii) accruing their vacation as above, or
- (iii) in accordance with the vacation entitlement outlined in this Article, receiving from the Board up to a maximum of
 - two (2) weeks pay during the Christmas break which will consist of a combination of vacation entitlement and statutory holiday pay and
 - one (1) week's pay during the March break. Payment for the Christmas and March break periods will be made on the next regularly scheduled pay.

No record of employment for EI purposes will be issued in December or March in lieu of the vacation payment. Employees shall receive the remainder of their vacation entitlement in a lump sum on the last regular pay at the end of the school year.

b) Employees other than newly hired employees, may elect to change the method of receiving or accruing vacation pay only on September 1 of each year.

26.04

Casual and temporary employees will receive their vacation pay with their bi-weekly pay cheque at the rate specified by the Employment Standards Act.

26.05

Employees shall be entitled to vacation with pay on a prorata basis with respect to any final period of employment which is less than one full year based on the following formula:

Twelve Month Employees

<u>days with remuneration</u>	X	vacation days allowed	X	percentage of
260		(based on years of service)		employment

or

Ten Month Employees

Gross Pay	X	percentage of vacation pay allowed
(including Statutory and Board approved holidays)		(based on years of service)

26.06

A maximum of ten (10) days of vacation credit may be carried forward from one year to the next for twelve (12) month employees. Written permission of the Director of Education is required to carry forward more than ten days of vacation from any year to the subsequent year.

26.07 – Vacation Schedule for 12 Month Permanent Employees

a) Twelve (12) Month Permanent Employees in the Board Office:

Commencing for the 2008-09 school year twelve (12) month permanent employees employed in the occupational category Board Office Administrative Support Staff shall take up to two (2) consecutive weeks of their vacation to coincide with the annual closure of the Board Office (the last week in July and the first week August). The dates of their remaining vacation leave shall be scheduled to the mutual satisfaction of the employee and the Board.

b) Other Twelve (12) Month Permanent Employees:

The dates of the vacation leave for twelve (12) month permanent employees in other occupational categories shall be scheduled to the mutual satisfaction of the employee and the Board.

26.08

Employment with predecessor boards will count as service with the Board.

ARTICLE 27 - PLACEMENT

27.01 - Definitions of Levels

a) Definitions of Salary Categories for Educational Assistants and Campus Youth Worker are as follows:

CATEGORY ONE: Grade 12 and no additional education.

CATEGORY TWO: Grade 12 and one year of additional education.

CATEGORY THREE: Grade 12 and two years of additional education.

CATEGORY FOUR: Grade 12 and three years of additional education.

Education is defined as the successful completion of one year of education in a specific job-related program of study in a school registered with the Ministry of Education. Where a specific job-related course or diploma has been credited previously for salary purposes, it can not be credited again towards another year of education.

b) Definitions of Salary Categories for School and Attendance Counsellors is as follows:

CATEGORY A:

No job related training.

Completion of first level of the Ontario Ministry of Education & Training program for Attendance Counsellors (three summer courses).

CATEGORY B:

Post Secondary Diploma in the area of social services with direct service to clients;

OR

No job related training and completion of the third level of the Ontario Ministry of Education Training program for Attendance Counsellors

OR

Completion of a Post Secondary Diploma in the area of social services with direct service to clients and completion of the Ontario Ministry of Education & Training program for Attendance Counsellors.

OR

Completion of a Bachelor's or Master's Degree in Social Work and completion of the Ontario Ministry of Education program for Attendance Counsellors.

27.02 - Initial Placement

Until Educational Assistants, Campus Youth Workers and School & Attendance Counsellors submit their official statements of qualifications and education, they shall be placed in the Level to which their academic qualifications equate, in the opinion of the appropriate Supervisory Officer.

27.03 - Qualifications and Experience

Educational Assistants, Campus Youth Workers, School & Attendance Counsellors, Communication Disorder Facilitators and Educational Interpreters who become employees of the Board during the term of this Agreement shall submit to the Manager of Human Resources Services official statements of qualifications and education within 120 days from the start date of employment.

27.04 - Retroactive Salary Adjustment

- a) If the official verification of qualifications and education is received within the 120 day time limit; the Educational Assistants', Campus Youth Workers', School & Attendance Counsellors', Communication Disorders Facilitators' and Educational Interpreters' salary shall be adjusted retroactive to start date, if necessary, in accordance with the qualifications which were held at the time of the employee's commencement of duties or otherwise in accordance with Article 30 (Application of Table of Salaries).
- b) If the documents are not available within the 120 day time limit, the salary adjustment shall be retroactive to the start" date, provided notification and supporting evidence of a written attempt to obtain the documents is made within the 120 day time limit.
- c) If the official verification of qualifications and experience is not received within the 120 day time limit and no evidence is provided that a written attempt was made to obtain the documents within the time limit, any pay adjustments shall be effective for the 1st of the month following receipt of the relevant documents.

ARTICLE 28 - EXPERIENCE FOR SALARY PURPOSES

28.01 - Experience Recognition

Experience as a permanent employee in his or her current position with this Board or in the same position with another Ontario district school board or with a school board operated under the authority of the Acts and Regulations of a Ministry of Education in a Canadian province or territory shall be recognized for placement on the salary grid. The employee shall submit to the Manager of Human Resources Services official statements of experience within 120 days of the start date of employment.

- a) If the official verification of experience is received within the 120 day time limit; the employee's salary shall be adjusted retroactive to start date, if necessary, in accordance with Article 30 (Application of Table of Salaries).
- b) If the documents are not available within the 120 day time limit, the salary adjustment shall be retroactive to the start date, provided notification and supporting evidence of a written attempt to obtain the documents is made within the 120 day time limit.
- c) If the official verification of experience is not received and no evidence is provided that a written attempt was made to obtain the documents within the time limit, any pay adjustments shall be effective for the 1st of the month following receipt of the relevant documents.

28.02 - Formula

a) Permanent Employees

For increment purposes a year is a year for all full-time and part-time, ten (10) and twelve (12) month permanent employees.

b) Experience as Temporary Employees

Permanent employees shall be credited with experience gained as a temporary employee with this Board in the same position provided that there is no break in employment between the temporary assignment and the date of hire as a permanent employee. For ten (10) month positions July and August are not considered to be a break in employment.

- c) All experience for increment purposes which had been recognized for permanent employees on or before August 31 1999 or the last day of the 1998-1999 school year, whichever occurs first, shall be maintained.

28.03 - Increment Date

a) Employees shall be credited on the anniversary of their most recent individual start date in the position with one year of experience in the position. Employees who were classified as temporary in the position prior to becoming a permanent employee in the position shall have their start date as the first date in the temporary assignment providing there is not a break in employment between the temporary assignment and the date of hire as a permanent employee.

b) Other than pregnancy and/or parental leave under the Employment Standards Act, full-time leaves of absence for part or all of the school or calendar year will revise the increment anniversary date accordingly. Part-time leaves of absence for part or all of the school or calendar year will not effect a revision to the increment date.

28.04 - Experience as a Casual and Temporary Employee

There is no experience credit for casual or temporary employees.

ARTICLE 29 – PAY EQUITY MAINTENANCE / JOB CLASSIFICATION & RECLASSIFICATION

29.01

The Parties acknowledge that a separate Memorandum of Agreement (dated the 23rd day of March 2004) for maintenance of pay equity has been signed. The Parties agree that this Memorandum of Agreement governs the maintenance of pay equity.

29.02

The Parties agree to use the joint gender neutral Job Evaluation Program in the Memorandum of Agreement (dated 23rd day of March 2004) for the classification of new positions created by the Board and to re-evaluate positions where skills, effort, responsibilities and/or working conditions have changed significantly. The Parties agree to use the dispute resolution process in the Memorandum of Agreement for all disputes.

ARTICLE 30 - APPLICATION OF TABLE OF SALARIES

30.01 - Determination of Salaries

Except as otherwise specifically provided for in this Agreement, the salary of each of the following employee groups shall be determined in accordance with this Article and Appendix B.

a) Newly Hired/Promoted

Newly hired permanent employees will be placed at the start level rate for the position they accepted, as per the appropriate salary grid. Newly promoted permanent employees will receive the rate in the salary grid of the new position which is the next highest to the employee's current salary.

b) Casual Employees

Casual employees will receive the start level salary rate for the position for which they were hired.

c) Temporary Employees

Temporary employees will be placed at the start level salary rate for the position for which they were hired or where applicable at the start level salary rate at the salary Category appropriate for their education.

- d) Board Appointment of a Permanent Employee to a Temporary Position or to an Acting Position
 - i) When the Board appoints, in writing, a permanent employee, to temporarily substitute and perform for more than ten (10) consecutive days the duties of a higher paying position for which a salary range has been established, the employee shall receive, retroactive to the start date, the rate on the salary grid of the higher paying position which is the next highest to the employee's current salary in the employee's permanent position.
 - ii) The new rate shall not exceed the maximum grid rate of the higher paying position.
 - iii) When a permanent employee is temporarily appointed to a position paying a lower rate, their rate shall not be reduced.
- e) Permanent Employee Successful Candidate for a Posted Temporary Position:
 - i) The permanent employee, who is the successful candidate for a posted temporary Educational Assistant, Campus Youth Worker or School and Attendance Counsellor position, will be placed in the salary Category for the posted position appropriate for the employee's education and experience. It is understood and agreed that education is education related to the position and that experience recognized is experience in the position as a permanent employee pursuant to Clause 28.01 (Experience Recognition).
 - ii) The permanent employee, who is the successful candidate for a posted temporary position (other than an Educational Assistant, Campus Youth Worker or School and Attendance Counsellor position), will be placed at the hourly rate for the posted position which is next highest to the employee's current hourly rate in the employee's permanent position, if the maximum hourly rate for the posted temporary position is higher than the maximum hourly rate for the employee's current permanent position.

- iii) The permanent employee, who is the successful candidate for a posted temporary position (other than an Educational Assistant, Campus Youth Worker or School and Attendance Counsellor position), will be placed at the hourly rate for the posted position which is closest to the employee's current hourly rate in the employee's permanent position, if the maximum hourly rate for the posted temporary position is lower than the maximum hourly rate for the employee's current permanent position.

30.02 - Equal Pay for Work of Equal Value

The principle of equal pay for work of equal value, regardless of sex, shall apply.

30.03 - New Position

When a position is created by the Board, and not covered by existing categories, the salary and additional allowances for such position shall be arrived at by mutual agreement with the Union before this new position is filled.

30.04 - No Salary Reduction

The salary of an employee shall not be reduced except:

- a) as required by Clause 27.02 (Initial Placement),
- b) as required by Clause 30.01 (e) (Permanent Employee Successful Candidate for a Posted Temporary Position) or
- c) as required by a change in duties or responsibilities in the employee's existing permanent job position.

If a substantial reduction in duties and responsibilities in the employee's existing permanent job position is anticipated, the Board agrees to consult the Union prior to implementing such reduction.

30.05 - Pay Days

Salary and wage payments for all employees are to be made by means of "direct deposit" on a biweekly basis. Each employee shall make the necessary arrangements with the Board and his or her financial institution to facilitate the above deposit. In the event that satisfactory arrangements cannot be made with the employee's financial institution the Board reserves the right to pay the above salary and wage payments by way of cheque. The employee shall be provided with an itemized statement of their wages and deductions for each pay.

30.06 - Payroll Savings Plan

The Board shall administer a Canada Savings Bond Payroll Deduction Plan.

30.07 - Qualification Upgrade and Salary Adjustment

Educational Assistants, Campus Youth Workers and School & Attendance Counsellors who have met the requirements for placement at a higher qualification category on the salary schedule shall be entitled to a salary adjustment effective from the first day of the month following the month in which the requirements for the higher category were completed, provided that the eligible employee supplies to the Manager of Human Resources Services the required documentary proof within 120 days following the date the requirements were met.

ARTICLE 31 - TRAVEL REIMBURSEMENT

31.01

An employee shall be reimbursed as follows for the expenses incurred in Board-authorized travel within Renfrew County:

- a) Reimbursement shall be made for authorized travel from the designated school/office/etc. to and from any other school or authorized location within Renfrew County.
- b) The designated facility is the one in which the employee works or has an office. The Board shall name the designated facility with respect to an itinerant employee.
- c) No reimbursement shall be paid for travel between the employee's residence and the designated facility.
- d) If the distance between the designated facility and any other facility or location to which travel is authorized, is greater than the distance from the employee's residence to such other Board facility or location to which travel is authorized, then the employee may choose the shorter route.

- e) When at the Board's discretion it is feasible for several employees to travel together, the Board may designate the number of vehicles with respect to which travel shall be reimbursed.
- f) The travel reimbursement shall be in accordance with Board Policy.
- g) Travel within Renfrew County shall not be reimbursed to employees attending or participating in Professional Activity Days except as outlined in (h).
- h)
 - (i) Any employee who is responsible for the preparation and presentation of a Professional Development Program for other personnel in the Renfrew County Catholic District School Board on a Professional Activity Day shall be reimbursed for the travel which must be undertaken to present such a program on a Professional Activity Day.
 - (ii) An itinerant employee for whom it is mandatory to commute on a Professional Activity Day between their designated facility and their other assigned facility in the completion of their duties may claim travel expenses on these Professional Activity Days.

ARTICLE 32 - PENSION PLANS & RETIREMENT GRATUITY

32.01 - Pension Plans

a) Ontario Municipal Employees' Retirement System (OMERS)

The Ontario Municipal Employees' Retirement System (OMERS) is a pension plan based on the employee's salary, in which the Board and the employee shall contribute equally fifty (50%) percent of the cost for participation in this Plan. The terms and conditions of OMERS are governed by the Ontario Municipal Employees' Retirement System Act.

b) Ontario Teachers' Pension Plan (TPP)

The terms and conditions of pension plans for employees who possess Ontario Certificates of Qualification or their equivalent are governed by the Ontario Teachers' Pension Plan Act.

c) Notice of Optional OMERS Enrolment

In the last trimester of each calendar year only, the Board will offer OMERS enrolment to employees who meet the requirements for optional OMERS enrolment. The OMERS enrolment will be effective January 1 of the following calendar year.

32.02 - Retirement Gratuity

a) A permanent full or part-time employee shall be eligible for the payment of a retirement gratuity from the Board provided that:

- (i) the employee has attained the age of fifty-five (55) years of age;
- (ii) the employee has retired from the Board as defined by OMERS or the Teachers' Pension Plan Board (or if the employee does not belong to OMERS or TPP, the employee has retired from the Board) and
- (iii) the employee has completed ten or more years of continuous service with the Board including years of service with any predecessor boards.

b) Full-time or Part-time 12 or 10 Month Employees

The retirement gratuity shall be the lesser of the following:

[TABLE 1]

continuous years of service	2.4%	total accumulated sick	the daily
X	(12 month	X	leave credits (to a
	employee)		maximum of 250
			days)

	(2.0%		
	(10 month		
	employee)		

or

[TABLE 2]

50% of annual salary at the date of retirement

or

TABLE 3

50% of the number of sick leave credits at the X daily rate of salary
date of retirement (as per the Education Act)

- c) The Board reserves the right to pay a gratuity to employees who may not have sufficient cumulative sick leave.
- d) Gratuity benefits set out in this Clause shall be paid within one (1) year after retirement or as arranged to the mutual satisfaction of the employee and the Board.
- e) In the event of the death of an employee employed by the Board, the gratuity to which the employee would have been entitled under the above shall be paid to the employee's estate.

ARTICLE 33 - INSURANCE PLANS

33.01 – Board Obligations

With respect to the Insurance Plans set out in this Article, the Board is not the insurer. The Insurance Plans are underwritten by insurance companies and the provisions of the policies issued shall govern each Plan. The Parties agree that the Board is not responsible in the event that the insurer determines that a claim is not payable. All Insurance Plan coverage is subject to the approval of the insurance carrier.

33.02 - Eligibility

- a) Permanent 12 month Employees (both full-time and part-time):

Enrolment in Basic Life/Accidental Death and Dismemberment (AD&D) Insurance Plan and Long Term Disability Plan is mandatory for all permanent 12 month employees. Permanent 12 month employees may enroll in the following optional group insurance plans: Extended Health Benefit Plan, Dental Prevention Care Plan, and Optional Life Insurance Plan for employee and/or spouse,

b) Permanent 10 month Employees (both full-time and part-time):

Enrolment in Basic Life/AD&D and Long Term Disability is optional for all Permanent 10 month employees (i.e., 10-month school secretaries, educational assistants, school and attendance counsellors). Permanent 10 month employees may enroll in the following optional group insurance plans: Extended Health Benefit Plan, Dental Prevention Care Plan, and Optional Life Insurance Plan for employee and/or spouse.

c) Temporary Employees:

Temporary employees are not eligible to participate in any of the Board's group insurance plans.

d) Casual Employees:

Casual employees are not eligible to participate in any of the Board's group insurance plans.

33.03 - Basic Life/AD and D Insurance Plan

The Board agrees to pay 80% of the premiums for the current Basic Life/AD & D Insurance Plan for all eligible employees.

33.04 - Optional/Spousal Life Insurance Plan

a) Additional life insurance coverage is available for eligible employees and/or spouse and is subject to carrier approval. The employee is responsible for 100% of the premiums.

b) Upon the death of the employee, Spousal Life Insurance coverage ceases. The spouse may convert from the Group Spousal Life Insurance Plan to an individual Life Insurance Plan within the timeline as specified by the carrier.

33.05 - Dental Prevention Care Plan

The Board agrees to pay 80% of the premium for the current Dental Preventive Care Plan for all eligible employees.

Subject to continuing eligibility, the surviving dependents of a deceased member may retain membership at no cost in the Dental Care Plan (provided that the member belonged to the Plan at the time of their death), for a period of two years after the death of the member.

33.06 - Extended Health Benefit Plan

The Board agrees to pay 80% of the premium for the current Extended Health Benefit Plan for all eligible employees.

Subject to continuing eligibility, the surviving dependents of a deceased member may retain membership at no cost in the Extended Health Care Plan (provided that the member belonged to the Plan at the time of their death), for a period of two years after the death of the member.

33.07 - Long Term Disability Plans

a) The Board agrees to administer the two current long-term disability plans (LTD):

PLAN 1 - a non-taxable plan for which eligible employees are responsible for 100% of the premium. Until the employee's bank of sick leave credits is exhausted, the Board shall deduct up to forty percent (40%) of a day's credit from the employee's sick leave credits for each day of absence due to qualified long-term disability when the Board is receiving sixty percent (60%) or more of the employee's salary from the Insurance Carrier;

PLAN 2 - a taxable plan for which the Board agrees to pay 80% of the premium for eligible employees. Sick leave credits may not be utilized to subsidize Plan 2.

b) Eligible employees may choose from the two long-term disability plans. Once a selection has been made, the employee will have to remain in their chosen Plan for as long as they are employed by the Board. High risk positions described in subsection (c) below must be part of Plan 2.

c) To be eligible for long-term disability coverage, employees employed in positions of high risk, as determined by the Insurance Carrier (i.e., warehouse or delivery personnel), will be required to work a minimum of seventeen hours per week. All other eligible employees will be required to work a minimum of fifteen hours per week.

d) Income tax receipts

The Board shall issue to each employee who is receiving payment from Plan 1 a T-4 statement reflecting all income from the Board with the exception of the Insurance Carrier's share. The Insurance Carrier will issue to each employee who is receiving payment directly from Plan 2 a T-4 statement reflecting all income earned through this Plan.

33.08 - Enrolment in or Discontinuation of Optional Coverage

a) Subject to the terms and conditions of the Plan an employee who wishes to discontinue any optional insurance plan shall notify the Superintendent of Business Services in writing no later than the fifteenth (15th) day of the month immediately preceding the month in which the employee wishes the optional plan to be discontinued.

b) An employee who elects to discontinue an optional insurance plan may be eligible to re-enroll in the said Plan subject to the terms and conditions of the said Plan. Upon request, the Board shall provide the employee with a copy of the re-enrollment provisions of the Plan and the necessary forms. An employee who elects to re-enroll in any optional insurance plan must give notice in writing by the fifteenth (15th) day of the month immediately preceding the month in which they wish to be re-enrolled.

c) Subject to the terms and conditions of the Plan an employee who waived the Extended Health Benefit Plan or the Dental Prevention Care Plan when they became eligible may only join on the anniversary date of the Plan -- September 1.

Exceptions to this rule pertain to employees who were covered under a spouse's plan which terminated, or the spousal coverage through another organization no longer offered comparable benefits. In either of these cases, employees can enroll at any time provided that written application is made within thirty-one days of the change of circumstance. Documentation which substantiates the termination of the spouse's plan or the loss in coverage in the spouse's plan must accompany the written application.

33.09 - Mandatory Participation in Insurance Plans during Summer Months

Permanent employees in a ten (10) month position must continue their participation in their chosen insurance plans by prepaying in advance of the summer months the employee's share of the premium costs for those months. Deductions for the summer premiums will be made on the last pay date in June.

33.10 - Employees on Long-Term Disability Participating in Benefit Plans.

a) Subject to the terms and conditions of the Plan(s), an employee who is approved for and receiving Long-term Disability benefits may retain membership in any or all of the following Group Insurance Plans for the duration of their disability and employment with the Board provided the employee belonged to these Plans at the time of the disability: Basic Life/AD & D, Optional Life, Spousal Life, Long-term Disability, Extended Health, and Dental Insurance Plans.

b) For employees on LTD Plan 1 at least two weeks (2) prior to the expiry of the employee's sick leave credits, the employee must inform the Board in writing of their intent to retain or not retain membership in any or all the Group Insurance Plans and make payment arrangements which are satisfactory to the Board.

For employees on LTD Plan 2 at least two weeks (2) prior to the earlier of the expiry of the employee's sick leave credits or to the estimated commencement of LTD payments, the employee must inform the Board in writing of his/her intent to retain or not retain membership in any or all the Group Insurance Plans and make payment arrangements which are satisfactory to the Board.

An employee who wishes to discontinue any insurance plan during the leave of absence must follow the procedures outlined in Clause 33.08 (a) (Enrolment in or Discontinuance of Optional Coverage).

- c) The premium cost will continue to be shared by the Board and the employee while the employee is receiving remuneration from the Board. When the employee no longer receives remuneration from the Board, the employee must pay the full premium cost (100%) to maintain participation and coverage under the Group plans.
- d) Upon return from the leave, mandatory insurance plans that the employee elected to cancel will be reinstated immediately but it is the responsibility of the employee to request in writing, within 31 days of returning to work, reinstatement of any optional insurance plans that the employee elected to cancel.
- e) Coverage under these Plans will terminate the earlier of the date of termination of employment with the Board, or when the employee attains the age of 65, less the length of the disability waiting period.

33.11 - Leave of Absence other than Pregnancy/Parental leave.

- a) Subject to the terms and conditions of the Plan(s), an employee who is granted a full or partial leave of absence from the Board may retain membership in any or all of the following Group Insurance Plans provided the employee belonged to these plans prior to the Leave of Absence: Basic Life/AD & D, Optional Life, Spousal Life, Long-term Disability, Extended Health, and Dental Insurance Plans. However, the parties acknowledge that employees on a deferred salary leave who are members of the Teachers Pension Plan are required to maintain participation in the Long-term Disability Group Insurance Plan.
- b) At least two weeks (2) prior to the commencement of their leave, the employee must inform the Board in writing of their intent to retain or not retain membership in any or all the Group Insurance Plans and make payment arrangements which are satisfactory to the Board. An employee who wishes to discontinue any insurance plan during the leave of absence must follow the procedures outlined in Clause 33.08 (a) (Enrolment in or Discontinuance of Optional Coverage).

c) Upon return from the leave, mandatory insurance plans that the employee elected to cancel will be reinstated immediately but it is the responsibility of the employee to request in writing, within 31 days of returning to work, reinstatement of any optional insurance plans that the employee elected to cancel.

d) Coverage under these plans will terminate the earlier of the date of termination of employment with the Board, or when the employee attains the age of 65.

e) Payment Terms

(i) Full-time Leave of Absence

Employees on a full Leave of Absence must pay 100% of the premium cost to maintain participation and coverage under the Group Insurance Plans.

(ii) Part-time Leave of Absence

For employees on partial Leaves of Absence, the premium cost will continue to be shared by the Board and the employee, pro-rated to the time worked. These employees will have the required deductions taken from their pay cheques.

[Example: For a part-time employee working 75% of full-time, the Board shall pay 60% of the premiums for Insurance Plans described in Clauses 33.03 (Basic Life/AD&D), 33.05 (Dental Care Prevention), 33.06 (Extended Health Benefit) and 33.07 (Long Term Disability) Plan 2 respectively.]

33.12 - Retirees

a) Subject to the terms and conditions of the Group Insurance Plans and until an employee attains the age of 65, an employee who retires from the Board prior to age 65 may maintain his or her membership in one or more of the following Group Insurance Plans: Basic Life/AD&D, Optional Life, and Spousal Life Insurance Plans, provided that the employee had belonged to these Plans at the time of retirement. If the said Plans are administered by the Board, the retired employee must pay, in advance, the full premium cost (100%) to maintain participation and coverage under the said Plans.

To qualify, the employee must be eligible for a pension to commence payment immediately upon retirement, under the provisions of one of the Board's pension plans (OMERS or TPP), or if not enrolled in these plans, has attained the age of 55 prior to their retirement.

- b) It is understood and agreed that
 - (i) The retired employee must pay the full premium costs to maintain participation and coverage under the above Plans.
 - (ii) The retired employee must make payment arrangements which are satisfactory to the Board/Third Party Administrator. Failure to make payment arrangements which are satisfactory to the Board/Third Party Administrator or to honor the payment arrangements will result in the Board/Third Party Administrator cancelling coverage without further notice.
 - (iii) Coverage under the above Plans must be continuous; withdrawal is irrevocable.
 - (iv) Coverage under the above Plans ceases when the retired employee attains the age of 65 years.

- c) In the event that a retired employee wishes to cancel one or more of the Group Insurance Plans which the retired employee is maintaining, the retired employee must inform the Board/Third Party Administrator in writing of their intent to cancel at least two months before the September 1st billing date.

33.13 - Lay-Off/Resignation/Termination

Employees who are laid off, who resign or who are terminated may convert any of the above-mentioned insurance plans to an individual policy within 31 days of termination of employment.

33.14 - Change of Carriers

- a) There shall be no change in level of coverage except by mutual written consent of the Parties.

- b) The Board has the right to change carriers providing there are no changes to the administration or coverage of the current plan.

ARTICLE 34 - TEMPORARY EMPLOYEE PAYMENT IN LIEU OF ELIGIBILITY FOR INSURANCE PLANS

34.01

In lieu of eligibility for Insurance Plans after sixty (60) working days of continuous employment a temporary employee shall be paid the sum of \$2.50 per day for each additional continuous regularly scheduled working day.

ARTICLE 35 - NO STRIKES OR LOCK-OUTS

35.01

The Parties agree that there shall be no strikes or lockouts, as defined in the Ontario Labour Relations Act, during the term of this collective agreement.

ARTICLE 36 - UNION/ BOARD COMMITTEES

36.01 - Joint Health and Safety Committee

The Parties acknowledge that the Joint Health and Safety Committee, as established by the affected Parties, is governed by the Occupational Health and Safety Act and Regulations.

36.02 - Labour/Management Consultation Committee

During the term of this Agreement, where either Party feels that it would be beneficial to discuss matters of mutual concern and interest, other than matters which are properly the subject of a grievance or negotiations, a maximum of four (4) representatives from each Party shall meet at a mutually acceptable time and place. A record of topics discussed and of action to be taken as a result of these discussions will be maintained.

ARTICLE 37 - GRIEVANCE PROCEDURE

37.01 - Definition

A grievance is defined as a difference or a dispute by an employee, a group of employees, the Union or the Board arising from the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable. The Parties agree that all grievances shall be processed according to this Article.

- a) An individual grievance shall be submitted in writing by an employee at Step One of the grievance procedure.
- b) A group grievance shall be defined as a common complaint by two or more employees and shall be submitted at Step One of the grievance procedure.
- c) A policy grievance may be submitted, by the Union, directly at Step Two of the grievance procedure. It is understood that such a grievance shall not deal with matters which are properly the subject of an individual employee grievance.
- d) A discharge grievance is defined as a grievance alleging wrongful or unjust discharge and shall be submitted at Step Two of the grievance procedure.
- e) Board grievances shall be submitted at Step Two of the grievance procedure, shall be signed by the Director of Education or designate and shall be submitted to the Union President within the timelines for submitting a grievance.

37.02 - Complaints

- a) It is the mutual desire of the Parties that complaints of employees shall be dealt with promptly. Therefore, where appropriate, employees should discuss a complaint with their immediate supervisor in an attempt to resolve the complaint prior to starting a formal grievance.
- b) Both the Board and the Union recognize that it is to their mutual advantage to resolve group or policy complaints promptly. Both Parties agree that, where appropriate, a group or policy complaint should be discussed with the other Party prior to starting a formal grievance.

37.03 - Grievance Committee

The Board shall recognize a Grievance Committee which shall consist of three members of the Bargaining Unit selected by the Union, one of whom may be the President of the Local. The Board shall be notified in writing of the names of members of this Committee and shall not be required to recognize any such member until it has been so notified.

37.04 - Written Grievance

The written grievance shall:

- a) state the name of the grievor;
- b) identify the grievor's work location;
- c) outline the nature of the grievance,
- d) specify the date on or about which the incident giving rise to the grievance occurred;
- e) identify the specific clause or clauses which have been allegedly violated, misinterpreted, or misapplied and the remedy requested; and
- f) be signed by the grievor and by the Union.

37.05 - Steps

STEP ONE

The employee shall present the grievance in writing, on the appropriate grievance form to the Superintendent of Business Services or designate, within fifteen (15) working days after the employee became aware of the circumstances giving rise to the grievance. The grievor, the steward and the Superintendent of Business Services and/or designate shall meet to discuss the grievance and the Step One decision will be rendered within ten (10) working days following receipt of the grievance.

STEP TWO

If the grievance is not resolved at Step One, the grievor may submit the grievance to the Director of Education or designate, within ten (10) working days following receipt of the Step One decision. The grievor, the Union Grievance Committee, the Director or designate and up to two (2) additional Board representatives shall meet to discuss the grievance. The final decision at Step Two will be rendered within twenty (20) working days following receipt of the grievance at Step Two.

37.06 - Timelines

- a) No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fifteen (15) full working days before the filing of the grievance or where the grievor was aware of said circumstances more than fifteen (15) full working days before the filing of the grievance.

- b) Time limits specified in this Article may be extended only by written mutual agreement of the Parties.

37.07 - Representatives

- a) The Union shall notify the Board, in writing, of the name of each Steward and the area(s) they represent and the name of the Chief Stewards, before the Board shall be required to recognize them.
- b) The Board recognizes the right of an employee to be represented by their Steward in the presentation of complaints at any stage. Such Steward shall obtain the permission of their Supervisor when presenting grievances or attending meetings with management involving the grievance procedure. Such permission shall not be unreasonably denied. Steward attendance (one Local 103 Steward or one member of Local 103 Union Executive) at complaint or grievance meetings shall be without loss of pay or benefits, when such meetings occur during regular working hours.

37.08 - Arbitration Procedure

- a) A grievance not settled at Step Two may be referred to an Arbitrator within twenty (20) working days of receipt of the answer at Step Two. The Party referring the grievance to arbitration shall include the names of three (3) arbitrators for consideration by the other Party.
- b) The arbitration procedure as it pertains to this collective agreement shall be conducted **in** accordance with the appropriate subsections of the Ontario Labour Relations Act.
- c) Within fifteen (15) working days of receiving notice of arbitration the receiving Party will advise if there is agreement on any of the suggested arbitrators and if there is no agreement then the receiving Party will provide the other Party with the names of three (3) arbitrators. If no agreement can be reached on the appointment of an arbitrator within thirty (30) calendar days, the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator.
- d) The decision of the Arbitrator shall be final and binding on both Parties.

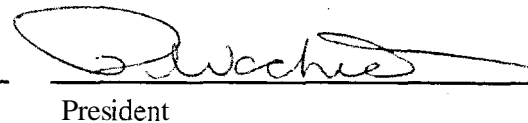
- e) The Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the terms and conditions of this Agreement
- f) Each Party will share equally the expense of the Arbitrator.
- g) The time limits in this Article may be extended by mutual agreement, in writing, of the Parties.

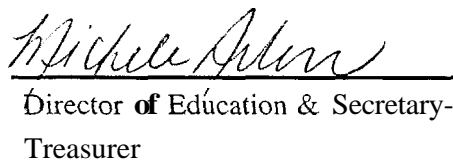
IN WITNESSETH WHEREOF the Renfrew County Catholic District School Board and the Canadian Office and Professional Employees' Union have caused this Agreement to be signed by their duly authorized representatives this 9th day of March 2009.

THE RENFREW COUNTY
CATHOLIC DISTRICT SCHOOL
BOARD

THE CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES'
UNION, LOCAL 103


Board Chairperson


President


Director of Education & Secretary-
Treasurer


Vice President

APPENDIX A: Deferred Salary Leave Plan Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
(DEFERRED SALARY LEAVE PLAN)**

I, the undersigned employee, have read the provisions of the Deferred Salary Leave Plan as set out in Article 24 of the Collective Agreement and I wish to apply for a deferred salary leave plan.

The particulars of my deferred salary leave plan are:

- a) Date of Leave of Absence: _____
- b) Commencement date for Plan deductions from salary: _____
- c) End date for Plan deductions from salary: _____
- d) Percentage of salary to be deducted: _____%

I agree to amendment of the terms and conditions of this Plan if amendment is necessary for compliance with the requirements of Canada Revenue Agency for deferred salary leave plans.

In Witness the Parties have signed this Memorandum.

Dated at _____ this _____ day of _____ 20__

Witness

Employee

Dated at _____ this _____ day of _____ 20__

Board

APPENDIX B: Hourly Salary Grids for Permanent COPE Positions (2008-2012)

Hourly Salary Grids For Permanent Cope Positions (September 1st 2008) (3.0% increase)

POSITION CLASSIFICATION	START	YEAR 1	YEAR 2
Assistant Delivery Person	9.17	9.64	9.89
Delivery Person/Assistant Warehouseperson	12.83	13.46	13.80
Receptionist/Clerk Typist	14.71	15.70	16.67
Secretary (Special Projects/H&S, Office of Director)	14.64	16.74	18.86
Clerk with Responsibilities	15.97	17.17	18.38
Help Desk/Technician	18.82	20.81	22.80
Warehouseperson	15.97	17.17	18.38
Manager's Secretary (Admissions, Assessment & Transportation Services, Business Services)	17.05	19.14	21.23
School Secretary	16.88	18.98	21.09
Educational Interpreter	23.39	25.47	27.52
Educational Assistants			
Category 1	13.31	14.57	15.81
Category 2	15.33	16.82	18.30
Category 3	17.39	19.03	20.72
Category 4	19.27	21.17	23.06
Campus Youth Workers			
Category 1	12.51	13.77	15.01
Category 2	14.54	16.04	17.51
Category 3	16.58	18.25	19.94
Category 4	18.46	20.39	22.27
Secretary to Manager of Plant Services	18.80	20.79	22.80
Micro-Computer Technician & AV/Computer Technician	18.80	20.79	22.80
Supervisor of Purchasing Services	23.56	24.72	25.36
Network Specialist	22.19	24.29	26.40
Communication Disorders Facilitator	27.00	28.36	29.06
Native Elementary Guidance & Social Counsellor	23.56	24.72	25.36
School and Attendance Counsellors			
Category A	18.62	19.37	20.14
Category B	21.95	24.83	27.73
Head School Secretary	22.52	24.93	27.31

Hourly Salary Grids For Permanent Cope Positions (September 1st 2009)
(3.0% Increase)

POSITION CLASSIFICATION	START	YEAR 1	YEAR2
Assistant Delivery Person	9.45	9.93	10.19
Delivery Person/Assistant Warehouseperson	13.21	13.86	14.21
Receptionist/Clerk Typist	15.15	16.17	17.17
Secretary (Special Projects/H&S, Office of Director)	15.08	17.24	19.43
Clerk with Responsibilities	16.45	17.69	18.93
Help Desk/Technician	19.38	21.43	23.48
Warehouseperson	16.45	17.69	18.93
Manager's Secretary (Admissions, Assessment & Transportation Services, Business Services)	17.56	19.71	21.87
School Secretary	17.39	19.55	21.72
Educational Interpreter	24.09	26.23	28.35
Educational Assistants			
Category 1	13.71	15.01	16.28
Category 2	15.79	17.32	18.85
Category 3	17.91	19.60	21.34
Category 4	19.85	21.81	23.75
Campus Youth Workers			
Category 1	12.89	14.18	15.46
Category 2	14.98	16.52	18.04
Category 3	17.08	18.80	20.54
Category 4	19.01	21.00	22.94
Secretary to Manager of Plant Services	19.36	21.41	23.48
Micro-Computer Technician & AV/Computer Technician	19.36	21.41	23.48
Supervisor of Purchasing Services	24.27	25.46	26.12
Network Specialist	22.86	25.02	27.19
Communication Disorders Facilitator	27.81	29.21	29.93
Native Elementary Guidance & Social Counsellor	24.27	25.46	26.12
School and Attendance Counsellors			
Category A	19.18	19.95	20.74
Category B	22.61	25.57	28.56
Head School Secretary	23.20	25.68	28.13

Hourly Salary Grids For Permanent Cope Positions (September 1st 2010)
(3.0% Increase)

POSITION CLASSIFICATION	START	YEAR 1	YEAR 2
Assistant Delivery Person	9.73	10.23	10.50
Delivery Person/Assistant Warehouseperson	13.61	14.28	14.64
Receptionist/Clerk Typist	15.60	16.66	17.69
Secretary (Special Projects/H&S, Office of Director)	15.53	17.76	20.01
Clerk with Responsibilities	16.94	18.22	19.50
Help Desk/Technician	19.96	22.07	24.18
Warehouseperson	16.94	18.22	19.50
Manager's Secretary (Admissions, Assessment & Transportation Services, Business Services)	18.09	20.30	22.53
School Secretary	17.91	20.14	22.37
Educational Interpreter	24.81	27.02	29.20
Educational Assistants			
Category 1	14.12	15.46	16.77
Category 2	16.26	17.84	19.42
Category 3	18.45	20.19	21.98
Category 4	20.45	22.46	24.46
Campus Youth Workers			
Category 1	13.28	14.61	15.92
Category 2	15.43	17.02	18.58
Category 3	17.59	19.36	21.16
Category 4	19.58	21.63	23.63
Secretary to Manager of Plant Services	19.94	22.05	24.18
Technician	19.94	22.05	24.18
Supervisor of Purchasing Services	25.00	26.22	26.90
Network Specialist	23.55	25.77	28.01
Communication Disorders Facilitator	28.64	30.09	30.83
Native Elementary Guidance & Social Counsellor	25.00	26.22	26.90
School and Attendance Counsellors			
Category A	19.76	20.55	21.36
Category B	23.29	26.34	29.42
Head School Secretary	23.90	26.45	28.97

Hourly Salary Grids For Permanent Cope Positions (September 1st 2011)
(3.0% Increase)

POSITION CLASSIFICATION	START	YEAR 1	YEAR 2
Assistant Delivery Person	10.02	10.54	10.82
Delivery Person/Assistant Warehouseperson	14.02	14.71	15.08
Receptionist/Clerk Typist	16.07	17.16	18.22
Secretary (Special Projects/H&S, Office of Director)	16.00	18.29	20.61
Clerk with Responsibilities	17.45	18.77	20.09
Help Desk/Technician	20.56	22.73	24.91
Warehouseperson	17.45	18.77	20.09
Manager's Secretary (Admissions, Assessment & Transportation Services, Business Services)	18.63	20.91	23.21
School Secretary	18.45	20.74	23.04
Educational Interpreter	25.55	27.83	30.08
Educational Assistants			
Category 1	14.54	15.92	17.27
Category 2	16.75	18.38	20.00
Category 3	19.00	20.80	22.64
Category 4	21.06	23.13	25.19
Campus Youth Workers			
Category 1	13.68	15.05	16.40
Category 2	15.89	17.53	19.14
Category 3	18.12	19.94	21.79
Category 4	20.17	22.28	24.34
Secretary to Manager of Plant Services	20.54	22.71	24.91
Micro-Computer Technician & AV/Computer Technician	20.54	22.71	24.91
Supervisor of Purchasing Services	25.75	27.01	27.71
Network Specialist	24.26	26.54	28.85
Communication Disorders Facilitator	29.50	30.99	31.75
Native Elementary Guidance & Social Counsellor	25.75	27.01	27.71
School and Attendance Counsellors			
Category A	20.35	21.17	22.00
Category B	23.99	27.13	30.30
Head School Secretary	24.62	27.24	29.84

APPENDIX C: Definition of Continuous Years of Service for the purpose of calculating Retirement Gratuity in Clause 32.02

"Continuous years of service with the Board" shall be defined as employment with remuneration from the Board as a permanent employee uninterrupted by resignation, termination or retirement. For ten month permanent employees July and August shall not be considered to be a break in their continuous years of service.

In addition, the following terms and conditions shall apply in the calculation of continuous service for the purpose of retirement gratuity:

1. FULLYEAR:

a) Full and Part-Time Contractual Employment

Each complete year (September 1st to August 31") of service with salary as twelve month permanent employee with the Renfrew Catholic District School Board or its predecessor boards shall be considered to be one (1.0) year of continuous service.

Each complete school year (September to June) of service with salary as a ten month permanent employee with the Renfrew Catholic District School Board or its predecessor boards shall be considered to be one (1.0) year of continuous service.

b) Partial Leaves of Absence for the Complete Year:

Employees on a partial leave of absence for the entire year (September 1st to August 31") shall be credited with one (1.0) year of continuous service.

c) Full Leaves of Absence for the Complete Year:

A full-time leave of absence for the complete year (September 1st to August 31") shall not break continuous service, but it shall not be considered in the calculation of number of years of continuous service.

2. PART OF A YEAR

a) Full-Time Leave of Absence for Part of the Year

Employees who are on an approved full-time leave of absence without pay (with the exception of the Employment Standards leaves of absence after October 31" 1991) for part of the year (September 1st to August 31st), shall have that year of continuous service prorated to the time for which the employee received remuneration.

Effective November 1, 1991, a leave of absence without pay for Pregnancy/Parental reasons shall be considered as continuous service.

b) Partial Year of Employment

Employees who commenced employment after September 1, or who terminate employment before August 31 shall have that year of continuous service prorated to the period of time for which the employee received salary.

LETTER OF UNDERSTANDING #1: Surplus to School Process for Educational Assistants for the start of the School Year 2008-09, the start of the School Year 2009-10, the start of the School Year 2010-11 and the start of the School Year 2011-12.

A. Preamble

The Board and the Union agree and acknowledge that the provisions of Letter of Understanding #1 (Surplus to School Process for Educational Assistants) shall be in effect for the start of the school year 2008-09, for the start of the school year 2009-10, for the start of the school year 2010-11 and for the start of the school year 2011-12. It is understood and agreed that the provisions of Letter of Understanding #1 (Surplus to School Process for Educational Assistants) shall not be in effect after August 31, 2012 unless the Board and Union agree in writing otherwise.

B. Preliminary Actions

1. Educational Assistants who will not be available for employment in the next school year shall endeavour to provide the Manager of Human Resources Services with written notice on or before April 15th of the prior school year.
2. On or before the last school day in the school year the School Board shall determine the permanent Educational Assistant staffing for each Board school for the following September.
3. On or before the last school day in the school year the School Board shall place the permanent Educational Assistants returning from leaves for the following September.
4. On or before the last school day in the school year the School Board shall endeavour to place any permanent Educational Assistant who has requested a transfer in accordance with the Transfer Register procedure for the following September.
5. On or before the last school day in the school year the School Board shall identify any school which has permanent Educational Assistant(s) surplus to the required staffing for that school for the following September.

6. On or before the last school day in the School Board shall determine the vacancies in permanent Educational Assistant positions for the following September and list the vacancies on the Vacancy List.

C. Surplus to School Process for the following September

1. The Surplus to School Process shall be completed prior to the last school day in June and shall deal only with surplus to school situations and vacancies which are known prior to the commencement of the process.
2. Where it is necessary to reduce the full time equivalent complement of Educational Assistants in the school for the beginning of a school year the Educational Assistant or Educational Assistants in the school with the least seniority in accordance with the Seniority List (Clause 15.03) shall be declared “surplus to school” provided that the Educational Assistants remaining at the school have the qualifications, ability and willingness to meet the needs of the students at that school.
3. The Educational Assistants declared “surplus to school” shall be ranked in order of seniority in accordance with the Seniority List (Clause 15.03) on a Surplus to School List.
4. a) The Educational Assistant with the most seniority on the Surplus to School List shall have the option of
 - i) bumping the Educational Assistant with the least seniority on the Seniority List (Clause 15.03) with the same full time equivalent percentage of employment or
 - ii) choosing one of the available vacant positions on the Vacancy List with the same full time equivalent percentage of employmentprovided that the Educational Assistant has the qualifications, ability and willingness to meet the needs of the students at the particular school.
- b) An Educational Assistant who has been bumped from his or her position as the Educational Assistant with the least seniority on the Seniority List shall be added to the Surplus to School List according to that Educational Assistant’s seniority.

c) The same procedure shall be followed with each Educational Assistant on the Surplus to School List in order of the Educational Assistant's seniority on that List.

D. Conditions

1. It is understood and agreed this Letter of Understanding is not applicable to temporary Educational Assistant vacancies.
2. An Educational Assistant who has part of their position declared surplus to school will be required to decide whether to retain the portion of their position that was not made surplus to school and not participate in the Surplus to School Process. If the Educational Assistant gives up the portion of their position which was not declared "surplus to school", he or she can participate in the Surplus to School Process for placement in a position equivalent to their complete position.
3. An Educational Assistant who has one of their part time positions declared "surplus to school" will be required to decide whether to retain the part time position which was not declared "surplus to school" and not participate in the Surplus to School Process. If the Educational Assistant gives up the part time position which was not declared "surplus to school", he or she can participate in the Surplus to School Process for placement in a position which equals the total of the two part time positions.
4. A maximum of one bumping or one choice of vacant position per Educational Assistant per year will be permitted. A full time Educational Assistant must bump or select a full time Educational Assistant position. A part time Educational Assistant must bump or select a part time Educational Assistant position with the same percentage of full time equivalent employment.
5. There shall be no partial bumping or partial vacant position selection.

6. Save and except for the situations set out in Section D, subsection 2 and 3 above, **part** time Educational Assistants may not exercise their bumping rights or selection of vacant position to attain a position of a higher percentage of full-time equivalent than the position from which they were declared surplus to school.

LETTER OF UNDERSTANDING #2: Medical Procedures for Pupils and Insurance

An employee assigned to provide medical procedures such as clean intermittent catheterization shall have received certified training relevant to the procedure, if available. The Board shall insure employees against claims made against them arising from the performance of their duties in the administration of medication or the provision of medical procedures as part of its general liability insurance coverage.

LETTER OF UNDERSTANDING #3: Consultative Committee on EA's and Transportation

A joint Board/COPE Consultative Committee (the Committee) shall be continued with three (3) representatives from the Board and three (3) representatives from COPE.

On or before January 31st 2009 the Committee shall confirm dates to meet.

The Committee shall explore unresolved issues arising from Educational Assistants accompanying special needs students as they travel to and from school in a public vehicle.

The Committee will forward a joint report to the Board and to COPE on or before August 31st 2009.

LETTER OF UNDERSTANDING #4: Professional Development and Training

The Board and the Union acknowledge the important skills and expertise that education support workers contribute to Ontario's publicly-funded schools and their commitment to improving student achievement.

The Board and the Union agree that commencing January 1, 2009, the Board shall ensure that a mechanism is in place to provide the Union with opportunities to provide input on professional development and training.

The Board and the Union note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a one-time seventeen (\$17) million allocation in the GSN in 2008-2009 to enhance professional development and training opportunities for education support workers.

The Board shall share the financial analysis and calculation of the allocation with the Union.

The Board will transfer the Union's proportional share of a one-time enhancement directly to the Union by December 31st 2008, for the purposes of professional development, training and equipment.

LETTER OF UNDERSTANDING #5: Educational Assistants

The Board and the Union note the Government's requirement that this funding enhancement in 2011-12 be applied as follows:

- Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Educational Assistants from 188 to 194 as described above;
- Increase the number of hours worked by Educational Assistants up to 7 hours per day, subject to the remaining funds available to the Board under this enhancement;
- The use of the 7 hour day for Educational Assistants funded above must include scheduled supervision of students and after-school homework support. Nothing in this provision shall prevent School Boards from maintaining existing homework support programs operated by volunteers;
- Principals shall have the flexibility to assign these hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Educational Assistants' working conditions.
- Each School Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.

The Board and the Union agree that the number of paid working days on the approved school year calendar for Educational Assistants is 194 days and that the number of hours worked by a fulltime Educational Assistant is 7 hours per day.

LETTER OF UNDERSTANDING #6: Staffing Enhancements for 2009-10 Office Support Staff (Elementary School Secretaries)

The Board and the Union note the Government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase funding in the GSN for Office Support Staff in elementary school (Approximately 200 FTE's starting in 2009-2010) through the elementary component of the School Foundation Grant as follows:

- All elementary schools with 250 or more students would benefit from the enhancement;
- Elementary schools with 1,000 or more students would receive funding for an additional 0.25 FTE secretary (based on the benchmark salary and benefits);
- The incremental funding for schools with 250 to 1,000 students would be based on school size. For example, a school with 500 students would generate 0.15 more FTE; a school with 300 students would generate 0.03 more FTE.

The "School Foundation - Elementary Office Support Workers" provides the Projections of additional funding per school year under this enhancement.

The Board must apply this enhancement in 2009-2010, up to the value of the Boards share of the new allocation, in the following order:

- Offset staff reductions in the school office and Board administration Support staff that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment;
- Use all remaining funds to:
 - ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an Office Staff person working 35 hours/week; and/or
 - hire additional unionized Board employed Elementary School Office Support Staff in 2009-2010.

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

LETTER OF UNDERSTANDING #7: Professional and Para-Professional Supports

The Board and the Union note the Government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to enhance the level of Professional and Para-Professional Supports in the Elementary Pupil Foundation Grant as follows:

- 0.33 staff per 1,000 elementary pupils in 2009-10.

Boards must apply this enhancement in 2009-10 up to the value of the Board's share of the new allocation, in the following order:

- Offset staff reductions in Professional and Para-Professional Support Staff that may otherwise have occurred between the 2008-09 and the 2009-10 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Professional and Para-Professional Supports in 2009-10 up to the value of the Board's share of this new allocation to enhance direct services to students with special needs and/or at-risk students targeted to the following job categories: attendance counselors, social workers, child/youth workers and community workers, as well as professionals and para-professionals who provide support for special education, such as speech language pathologists and providers of psychological services. Special consideration will be given to the needs of Grade 7 and 8 students.
- Each School Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.

LETTER OF UNDERSTANDING #8: Group Benefits and Other Working Conditions

The Board and the Union have noted the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to allocate an additional annual enhancement of thirty three (\$33) million (0.26%) increase in benchmarks effective in 2010-2011 to enhance group benefits and other working conditions for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010.

Boards must spend no less than their allocated amount under this thirty three (\$33) million enhancement.

The local Bargaining Unit's share of the Board's allocation under the thirty three (\$33) million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 financial statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Union, shall be excluded.

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

The Board and the Union agree to meet commencing January, 2010 regarding allocation of these funds.

**LETTER OF UNDERSTANDING #9: Enhancements arising from
Other Educational Support Worker PDT Agreements**

The Government has made a commitment that School Boards and local Unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and the local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and the Canadian Office and Professional Employees Union have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT Agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

• • • •

NAME

POSITION

WORKPLACE

LOCATION

All Alternate or Additional Hours Must be Approved in Advance

STAGGERED HOURS -- Article 12:07 (c)

DATE(S)	STARTING TIME	FINISHING TIME	LENGTH OF UNPAID LUNCH BREAK	EMPLOYEE'S SIGNATURE	SUPERVISOR'S SIGNATURE

[illegible]

All Alternate or Additional Hours Must be Approved in Advance

BANKED TIME – Article 12:07 (e)

Banked time is time worked in excess of the regularly required daily hours in order to take time off, in direct proportion to that accumulated, at the rate of regular time.

DATE(S)	STARTING TIME	FINISHING TIME	LENGTH OF UNPAID LUNCH BREAK	Number of Banked Hours EARNED	NUMBER OF BANKED HOURS USED	EMPLOYEE'S SIGNATURE	SUPERVISOR'S SIGNATURE

OVERTIME -- Article 12:08

As of January 1, 1996, all time worked beyond the normal scheduled day, the normal scheduled week, or on a recognized holiday, shall be considered as overtime and paid at rates of time and one half (1.5).

Overtime on Statutory Holiday: **All** hours worked on a Statutory Holiday up to seven (7) hours shall be paid at the rate of time and one-half. **All** hours in excess of seven (7) hours on the Statutory Holiday will be compensated at double (2T) time.

DATE(S)	FROM	TO	NO. OF HOURS IN EXCESS OF 7 HOURS	TYPE OF OVERTIME			REASON FOR OVERTIME	PAYROLL ACTION (Chose from 1, 2, 3, or 4 as shown below)	EMPLOYEE SIGNATURE	SUPERVISOR SIGNATURE
				R.O.	C.B.	R.P.				

Type of Overtime: Regular Overtime (R.O.) Art. 12:08 a & c); Call Back Pay (C.B.) Art. 12:08 d) Reporting Pay (R.P.) Art. 12:08 e)

Payroll Action

1. Pay _____ hours at time and one-half = (____ hr. @\$_____=\$_____) Submit this form to Payroll Supervisor

2. Pay _____ hours at double time = (____ hr. @\$_____=\$_____) Submit this form to Payroll Supervisor

Compensatory Time Off

3. ____ hours time off in lieu of overtime at time and one-half = (____ hr. @ 1.5 = ____ hours) Submit this form with Attendance Report

4. ____ hours time off in lieu of overtime at double time = (____ hr. @ 2T = ____ hours) Submit this form with Attendance Report



EMPLOYEE ACCIDENT REPORT

PLEASE CONTACT THE HEALTH AND SAFETY OFFICER (KEN JONES) IMMEDIATELY AT 735-1031 FOR ALL ACCIDENTS

Name of employee: _____ S.I.N. _____

Address: _____ D.O.B. _____

_____ P.C. _____ Tel. # _____

Workplace / School: _____ Position Occupied: _____

Normal working hours: _____ Part time: _____ Full Time: _____

Date of accident: _____ Time of Accident: _____

Was the employee absent from work beyond the day of the injury: Yes ☐ No ☐ Dates: _____

Date and hour last worked: _____ Time: _____

Date accident reported to Immediate Supervisor / Department Head: _____ Time: _____

What happened to cause the injury? _____

What was the employee doing during the time of accident? _____

Identify the size, weight and type of equipment or materials involved (if applicable): _____

In what specific area did the accident occur? _____

Describe the injury, part of the body involved, and specify left or right side: _____

Did the employee go to the hospital or seek medical attention? Yes ☐ No ☐ When? _____

Name of hospital or clinic: _____ Name of attending physician: _____

Was first-aid administered? Yes ☐ No ☐ If yes, by whom? _____

Name of witness who saw the accident: _____

Employee's signature: _____

**N.B. 1. PLEASE FORWARD THIS FORM BY FAX THE DAY OF THE ACCIDENT (FAX# 732-1686)
2. PLEASE ENSURE THAT THE PROPER EMERGENCY CARE IS PROVIDED**