

COLLECTIVE AGREEMENT

BETWEEN

Upper Grand District School Board

(HEREIN AFTER REFERRED TO AS THE "BOARD")

OF THE FIRST PART

AND

The Ontario Secondary School Teachers' Federation
Representing District 18

Educational Assistants and Special Program Assistants

(HEREIN AFTER REFERRED TO AS THE "UNION")

OF THE SECOND PART

SEPTEMBER 1, 1998 TO AUGUST 31, 2001

FILE No.	801-0852		
CERT. FILE			
CERT DATE			
MALE EMPS			
F'MLE EMPS			
TOTAL EMPS	230		
EFF. DATE	01-SEP-98		
EXP. DATE	31-AUG-01		
CODED CONTROL		DATE	CODED
IDENT CODED			
SUB. PROVS CODED			

SOURCE	Board		
EFF.	1998	09	01
TERM.	2001	08	31
No. OF EMPLOYEES	230		
NOMBRE D'EMPLOYES	mtt		

OFFICE OF
AUG 17 2001
COLLECTIVE BARGAINING
COLLECTIVE BARGAINING
INFORMATION

Received - union

Received - employer

Received - other _____

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ARTICLE 1 – PURPOSE

- 1:01 It is the purpose of the parties to this Agreement (hereinafter referred to as “the Agreement”) which represented the entire negotiated Collective Agreement between the parties, to set forth certain terms and conditions of employment, including compensation and to provide for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- 1:02 It is the desire of the parties to strive to maintain a harmonious relationship between the parties and to co-operate to the fullest extent to provide educational services.

ARTICLE 2 – RECOGNITION

- 2:01 The Board recognizes the Union as the exclusive bargaining agent for all employees of the Board employed as Educational Assistants, Special Program Assistants, including temporary employees, save and except supervisors, persons above the rank of supervisor and students employed during the school vacation period and students employed pursuant to a cooperative training program in conjunction with a school, college or university.
- 2:02 “Temporary Employee” means a person employed by the Upper Grand District School Board who:
- i) does not work a regular number of assigned hours or days per week but works only when called in by the Board; or
 - ii) is hired for a definite term *or* for a specific task which is not lasting or continuing for more than six (6) working months; or
 - iii) is hired to replace an employee absent for a period of twelve months or less.
- 2:03 Temporary employees shall be covered by the following Articles of the Collective Agreement:
- Purpose, Recognition, Management Rights, No Discrimination, Strike and Lockout, Union Membership and Check-off (clause 10:02), Grievance Procedure, Hours of Work and Overtime.
- 2:04 The Union recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Agreement.

- 2:05 The Board recognizes the right of The Ontario Secondary School Teachers' Federation to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2:06 The Union recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2:07 Both the Union and the Board recognize the right of each other to have advisors, agents, counsellors, solicitors, or any other duly authorized representatives to represent them in all matters pertaining to the negotiation and administration of this Agreement.
- 2:08 The Union shall inform the Board, in writing, of the names of its elected or appointed Executive and/or committee members prior to September 1st of each year.

ARTICLE 3 – UNION MEMBERSHIP

- 3:01 All employees shall, as a condition of employment, maintain their union membership and be required to pay union dues and other amounts chargeable by the Union or Bargaining Unit.
- 3:02 All future employees of the Board covered by this Agreement shall, as a condition of continued employment, become Members of the Union on commencing employment with the Board.

ARTICLE 4 – UNION RIGHTS

- 4:01 The Union shall notify the Board, in writing, of the following:
- (a) names of its representatives in the Bargaining Unit on the Executive, Collective Bargaining Committee and Grievance Officer,
 - (b) address and phone number of its Head Office,
 - (c) address and phone number of the Bargaining Unit Office.
- 4:02 The Executive Officer of Human Resources shall inform the President of the Union monthly, in writing, of the name, location and job classification of all hires, lay-offs, reclassifications, permanent transfers, recalls, retirements and terminations of employees.

- 4:03 The Board shall provide the Union with the following information relating to the Members within the bargaining unit on or before March 31 each year: name, work location, number of hours regularly worked, classification, salary or wage and last date of hire to employment with the Board. The Board shall also provide the Union with a statement of participation in each benefit plan covered by this collective agreement.
- 4:04 The Board shall advise all new members that a Collective Agreement is in effect and provide the new Member with the name, business phone number and work location of the Bargaining Unit President.
- 4:05 Any official correspondence from the Board to the Union or Bargaining Unit shall be sent to the President of the Bargaining Unit at the address of the office of the Bargaining Unit provided in clause 4:03 unless otherwise stated in this agreement.
- 4:06 Any official correspondence from the Union or bargaining Unit shall be sent to the Executive Officer, Human Resources at the main office of the Board unless otherwise stated in this Agreement.

ARTICLE 5 - DEFINITIONS

- 5:01 "Board" means the Upper Grand District School Board.
- 5:02 "District 18" means the organization of the Ontario Secondary School Teachers' Federation.
- 5:03 "Federation" or "Union" means the Ontario Secondary School Teachers' Federation.
- 5:04 "Member" means a member of the Bargaining Unit representing Educational Assistants and Special Program Assistants.
- 5:05 "O.S.S.T.F." means the Ontario Secondary School Teachers' Federation.
- 5:06 "Employee" means any or all of the employees in the bargaining unit as provided in clause 2:01.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6:01 The Union recognizes that the management of the Board and the direction of the working forces are fixed exclusively in the Board

and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Board to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, assign, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline employees. A claim that a permanent employee has been disciplined or discharged without just cause may be subject to a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter from time to time rules, regulations and policies to be observed by the employees, provided that no change shall be made by the Board in such rules, regulations and policies without prior notice to and discussion with the Union.

6:02 The Union further recognizes the right and duty of the Board to discipline, demote, suspend and discharge employees provided that a claim by a permanent or probationary employee that he/she has been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance and dealt with as provided in Article 18, Grievance and Arbitration. It is understood that probationary employees are subject to a lesser standard of just cause (basic procedural fairness).

6:03 The Board agrees that the provisions of this article do not preclude representation and consultation by the Board and Bargaining Unit concerning any matter.

ARTICLE 7 – JUST CAUSE

7:01 No permanent employee shall be demoted, disciplined, or suspended with or without pay, or discharged without just cause.

7:02 A member subject to disciplinary action, other than a verbal warning, for whatever cause, shall be informed in writing of the disciplinary action stating the reasons for such action.

7:03 Each Member must be provided, in writing, with all notations of derogatory or disciplinary action which are to be placed in the Member's personnel file. Unless such notation is made in writing to the Member, the Board shall not use such incident as part of the Member's past record to justify a later disciplinary action. Such notice must be given to the Member within ten (10) working days

following the conclusion of the investigation of the events giving rise to the action and such notice shall be acknowledged by a signed receipt or a registered letter. In such cases, the President of the Bargaining Unit shall be notified at the same time, by mail, that the Member has been disciplined or received a derogatory notation in the Member's personnel file. Any written reply made by a Member to a derogatory notation or disciplinary action shall be included in the Member's personnel file. Upon receipt of such reply, the Board shall send by mail, a copy of the reply to the President of the Bargaining Unit.

7:04 A Member is entitled, prior to the imposition of suspension or discharge, to be invited to a meeting with Board representatives who will explain the reasons for considering such action. The Board shall inform the Member, prior to the day of the meeting, of the Member's right to have the Bargaining Unit President or designate present at such meeting. At the Member's discretion, the Member may be accompanied at the meeting by the Bargaining Unit President or designate who shall be advised in advance by the Member of the time and place of the meeting.

7:05 (a) For all meetings related to this Article which are held during normal working hours, the Member, subject to clause 7:05(b), and the Bargaining Unit President, who is not on leave of absence, or designate shall each be paid *for* time spent at such meetings at the rate of pay that would normally be paid had the person been at work for their normal scheduled shift.

(b) A Member who has been suspended without pay or discharged for just cause, shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.

ARTICLE 8 – NO DISCRIMINATION

8:01 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age; ancestry; citizenship; colour; creed; ethnic origin; family status; handicap; marital status; place of origin; race; record of unrelated offences; relationship, association or dealings with persons identified by one of the other prohibited grounds; sex; and sexual orientation.

8:02 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or

practiced with respect to any employee by reason of an employee's activity or lack of activity in the Union.

ARTICLE 9 -- PERSONNEL FILE

- 9:01 There shall be only one official personnel file retained by the Board for each Member. Such personnel file shall be located in the Human Resources Department of the Board.
- 9:02 A Member shall have access to examine the Member's personnel file upon prior arrangement with the Human Resources Department. Upon request, a Member shall be provided with a copy of material contained in such file.
- 9:03 A Member may request that the Bargaining Unit President or designate accompany the Member to review the personnel file.
- 9:04 A Member shall have the right to contest in writing the accuracy of such information contained in the Member's personnel file, and have the same recorded in the Member's file. If there is an error in the information as determined by the Board, the Board shall notify all parties concerned.
- 9:05 Where two (2) years have elapsed since the recording of a disciplinary notation on an employee's file, the employee may request that such disciplinary notation be reviewed. Such notation shall be removed from the file providing such personnel file has been free of any written warning or disciplinary action during the intervening period.
- 9:06 A copy of any written disciplinary action taken shall be forwarded to the Union President.

ARTICLE 10 -- STRIKE AND LOCK-OUT

- 10:01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there shall be no strike and the Board agrees that there shall be no lockout of the Members in this bargaining unit. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act and its regulations.
- 10:02 No member shall be requested or required to perform the duties of any other employee of the Board who is engaged in a strike or lockout.

ARTICLE 11 – UNION MEMBERSHIP AND CHECK-OFF

- 11:01 On each pay date on which an employee receives a pay cheque, the Board shall deduct from each employee's pay the union dues. The district levy will be deducted in the amounts and on the dates as agreed with the Federation. The amount to be deducted shall be determined by the Union in accordance with its constitution and shall be communicated to the Board annually no later than June 30th of each year effective the following September.
- 11:02 No later than the 15th day of the month following the month *in* which deductions are made under this Article, the provincial union dues deducted shall be remitted to the Treasurer of the Federation at 60 Mobile Drive, Toronto and Treasurer of District 18, O.S.S.T.F., if so directed in writing by the Federation. Such remittance shall be accompanied with a list identifying the employees, and denoting where an employee has worked less than the full pay period.
- 11:03 The Union agrees to indemnify and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making Union dues deductions.

ARTICLE 12 – LABOUR-MANAGEMENT COMMITTEE

- 12:01 There shall be a Labour-Management Committee consisting of three (3) members appointed by the Employer and three (3) members appointed by the Bargaining Unit.
- 12:02 The committee shall meet as required at the request of the Bargaining Unit Executive or of the Employer to discuss matters of common concern.
- 12:03 Meetings of the Committee shall take place during normal working hours and shall be considered time worked for the Bargaining Unit members of the Committee.
- 12:04 There shall be no discussion of any matter that has been filed as a grievance as a Labour-Management Committee meeting unless the Parties mutually agree otherwise.

ARTICLE 13 – COLLECTIVE AGREEMENT

- 13:01 The Board agrees to produce sufficient quantities of this collective agreement to provide every permanent employee with a copy of the collective agreement as follows:

- a) for incumbent employees within thirty (30) days after the agreement is signed, and
- b) for newly-hired employees, within five (5) work days of an employee's first day worked.

13:02 The Board shall provide the President of the Bargaining Unit with twenty (20) copies of the agreement.

13:03 The cost of printing the collective agreement will be shared equally by both the Union and the Board.

ARTICLE 14 – PROBATIONARY PERIOD

14:01 Employees newly hired by the Board to fill permanent vacancies covered by the Collective Agreement shall be considered probationary employees during the first three (3) months of continuous employment, after which they shall be considered permanent. At the conclusion of the probationary period, the employee's name shall be added to the appropriate seniority list, with service shown retroactive to the first day of hire.

Natural school break periods (Christmas, March break and summer) will not be credited as time worked for the probationary period nor will it constitute a break in continuous service.

ARTICLE 15 – BEREAVEMENT LEAVE

15:01 Bereavement Leave shall be granted to a Member, upon written request on the appropriate form, without loss of salary or deduction from the Sick Leave Credit Account in accordance with this article.

15:02 For absence occasioned by the death of a spouse/partner, son, daughter, mother, father of the Member or the Member's spouse/partner, leave shall be granted for a period of five consecutive working days if requested.

15:03 For absence occasioned by the death of a sister or brother of the Member or the Member's spouse/partner, leave shall be granted for a period of three consecutive working days if requested.

15:04 For absence occasioned by the death of those not covered under 15:02 or 15:03, leave may be granted upon recommendation of the Principal/Supervisor and subject to the approval of the Director of Education.

ARTICLE 16 – MISCELLANEOUS LEAVES OF ABSENCE

- 16:01 The Board shall grant a leave of absence up to a maximum of five (5) days total in any one school year to a Member in the following circumstances:
- a) up to one (1) day when the Member is scheduled to write an academic, trade or professional examination;
 - b) one (1) day when the Member attends the Member's post-secondary graduation;
 - c) up to one (1) day when the Member attends the post-secondary graduation of the Member's spouse/partner, parent, child or step child;
 - d) to celebrate a recognized religious holiday of the employee's own faith;
 - e) up to one (1) day for the employee's own personal moving of residence.

The above leave shall be with pay and without deduction from sick days.

- 16:02 The Board may extend any of the leaves granted in Article 16:01, without loss in pay or deduction from sick leave credits.
- 16:03 A special or compassionate leave of absence may be granted by the Board without loss in pay, but with deduction from sick leave credits.
- 16:04 An extension to any leave outlined in Article 15 or 16 may be requested by the employee as a special or compassionate leave of absence without pay. Such leave may be granted by the Board.
- 16:05 A Member shall be entitled to Personal Days, for reasons other than illness, up to a maximum of one (1) working day in each September to August period, without deduction of salary, and any such absence shall be deducted from a Member's sick leave account.

ARTICLE 17 – LEAVE OF ABSENCE WITHOUT PAY

- 17:01 A leave of absence without pay may be granted by the Board to a member, in accordance with the conditions set out in this article.

- 17:02 A leave of absence granted under this article shall be without salary/wages.
- 17:03 a) An employee shall apply in writing to the Executive Officer of Human Resources for a leave of absence without pay.
- b) An employee requesting a Leave of Absence without pay for a period of four **(4)** weeks or more shall apply at least four **(4)** weeks prior to the beginning of the requested leave.
- 17:04 Before commencing a leave of absence, a member may continue employee benefit coverage under Article 51, Benefits, during the period of the leave by paying the full cost of the premiums. The responsibility for making these arrangements rests with the employee.
- 17:05 The period of a leave granted under this article shall be for up to one (1) year.
- 17:06 An extension of up to one (1) year may be granted to the member with the approval of the Board upon written request of the member received by the Board not less than four weeks prior to the end of the original leave.
- 17:07 Subject to Article 49 Layoff and Recall, at the end of the period of the leave of absence, or its extension, the member shall return to the same position and work location held by the member immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee.

ARTICLE 18 – GRIEVANCE PROCEDURE

18:01 Intent and Definition of Grievances

It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

18:02 Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the employee, a Union representative (if the member desires) and the Human Resources liaison person designed by the Board. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step 1.

18:03 Step One

If the dispute is not deemed to be settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within seven (7) calendar days of the member becoming aware of the circumstances giving rise to the complaint, or after the date when the event could reasonable have been detected to the Executive Officer of Human Resources or designate. The written notice shall contain the complete grievance, list all clauses by specific number alleged to have been violated, the settlement requested and shall not be subject to change after submission. The Executive Officer of Human Resources or designate shall meet with the grievor and the grievor's representative(s) within fourteen (14) calendar days following the day the grievance was received. The Executive Officer of Human Resources or designate shall provide a written answer within seven (7) calendar days of the meeting being held.

18:04 Step Two

If the grievance is not deemed to be settled on the basis of the answer given in Step One, the Union shall, within seven (7) calendar days of receipt of the Step One answer, notify the Executive Officer of Human Resources, or designate, in writing that a grievance meeting is requested. The Executive Officer of Human Resources or designate, and other persons that the Executive Officer of Human Resources or designate deems appropriate, shall meet with up to three (3) members of the Union including the grievor, should the grievor wish to attend the meeting, within fourteen (14) calendar days of receipt of the notice. The Executive Officer of Human Resources or designate, shall provide a written answer within seven (7) calendar days of the meeting being held.

18:05 Step Three

If the grievance is not deemed to be settled on the basis of the answer given in Step Two, the Union shall, within seven (7) calendar days of the receipt of the answer given in Step Two, notify

the Director of Education in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to the arbitration board. The Director of Education or designate shall, within seven (7) calendar days inform the Union of the Board's appointee to the arbitration board. The two (2) appointees shall within seven (7) calendar days or such longer time as they may agree upon, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairman within the time limit, either the Union or the Board may request the appointment of a chairman by the Ministry of Labour.

18:06 The arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties.

18:07 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chairman governs. The decision of the arbitration board shall be final and binding and enforceable on the parties.

18:08 The arbitration board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

18:09 Each party shall bear the fee and/or expenses of its appointee to the arbitration board and any fees and/or expenses of the chairman shall be borne equally by the parties. Each party shall bear, at its own expense, the cost of counsel or advisers at each Step of the grievance procedure.

18:10 All the time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the parties and subsection 48(16) of the Labour Relations Act does not apply. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the parties.

18:11 Group Grievance

Step Three Grievance Filed by the Union or by the Board.
The Union or the Board may lodge a grievance in writing against the other within fourteen (14) calendar days after detection of the event which gave rise to the grievance. The Board or a representative committee of the Board shall meet with the Executive of the Union within fourteen (14) calendar days from the date the grievance was received by the opposite party. The

decision of the Board or the Union shall be forwarded in writing together with the reasons therefore to the party lodging the grievance within seven (7) calendar days after the meeting. If the grievor rejects the decision, the grievor shall notify the opposite party in writing accordingly within seven (7) calendar days after receiving the decision.

Note: The Union will notify the Director of Education.
The Board will notify the President of the Union.

18:12 Group grievances may only be filed within fourteen (14) calendar days of either party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) calendar days after the event when the event could reasonable have been detected.

18:13 It is understood that the parties may mutually agree in writing to submit the grievance to a mutually agreed upon single arbitrator in Step Three rather than an arbitration board. In the event the parties are unable to agree upon a single arbitrator having previously mutually agreed to proceed to a single arbitrator, the parties may request the Minister of Labour to make the appointment.

ARTICLE 19 – UNION LEAVE

19:01 The Board shall grant a leave of absence to Union representatives in accordance with the terms and conditions set out in this Article.

19:02 a) Union leave shall be granted to representatives of the Union for the purpose of carrying out Union, business to a maximum of twenty (20) days total for the bargaining unit per work year.

b) The maximum number of representatives to be granted such leave shall be three (3) at any one period of time. If such leave involves two or more Members from the same school or department, prior approval should be obtained from the Executive Officer of Human Resources.

19:03 In addition to the leave granted in Article 19:02, three Members of the Bargaining Unit Collective Bargaining Committee shall be granted a leave of absence to attend negotiation meetings with the Board.

19:04 Leave of absence shall be granted by the Board to Union representatives on Board committees which meet during the work

day of the Member. Such leave shall be in addition to the leaves granted in Articles 19:02 and 19:03.

- 19:05 In addition to the leaves granted in Articles 19:02 to 19:04 inclusive, the Board shall grant a leave of absence, if requested, for the period of the term of office, to the Member who is elected to the office of President of the Bargaining Unit or to an elected position of the District or Provincial O.S.S.T.F., or to a Member seconded to Provincial O.S.S.T.F.
- 19:06 Subject to Article 49, Layoff & Recall, at the end of the period of the leave of absence the Member shall return to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee.
- 19:07 Subject to Article 19:08 and 19:09 leaves granted under this Article shall be without loss of salary/wages, benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the Member.
- 19:08 The Bargaining Unit shall reimburse the Board for the salary/wages of any replacement Member required by the granting of a leave under clause 19:02(a).
- 19:09 The Union shall reimburse the Board an amount equal to the salary for a member granted a leave under Article 19:05.

ARTICLE 20 – PATERNAL LEAVE

- 20:01 For absence occasioned by the birth or adoption of a son or daughter, the Board shall grant, upon written request, a leave of absence without loss of salary for a period not exceeding one (1) day. This leave shall be granted on one of the following days: the day of birth; the day of hospital release; or the first day of adoption. This leave shall not be deducted from the Member's sick leave credit account.

ARTICLE 21 – LEAVES GENERAL

- 21:01 The Board shall grant a paid leave of absence with no deduction from the Sick Leave Credit Account for the following reasons:

- a) during such period that a Member is quarantined or otherwise prevented by order of the medical health authorities from attending upon a Member's duties because of exposure to any communicable disease.
- b) During such period as a Member is serving as a juror, or subpoenaed as a witness in any proceedings where a Member is not a party and not charged with an offense.

ARTICLE 22 – STATUTORY PREGNANCY LEAVE

22:01 Upon application in writing, a Member who is pregnant and who has been employed by the Board at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence of at least seventeen (17) weeks.

22:02 The Board shall not terminate the employment of or lay off any Member while the Member is on a statutory pregnancy leave of absence under this Article.

22:03 a) A Member may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

b) The Member shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.

22:04 In the case of a Member who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the Member expected to give birth, Article 22:03 will not apply, The procedure will be as indicated in Article 22:05 which follows.

22:05 Within two (2) weeks of stopping work a Member described in Article 22:04, above must give the Board:

- a) written notice of the date the pregnancy leave began or is to begin; and
- b) a certificate from a legally qualified medical practitioner that:
 - i) in the case of a Member who elects to stop working because of complications caused by the pregnancy, states the Member is unable to perform the Member's

duties because of complications caused by the pregnancy and states the expected birth date; or

- ii) in any other case, states the date of birth, still-birth or miscarriage and the date the Member was expected to give birth.

22:06 The pregnancy leave ends:

- a) the later of – six (6) weeks after birth, still-birth or miscarriage, seventeen (17) weeks after the leave began or;
- b) at an earlier date if the Member gives the Board at least four (4) weeks written notice of the date.

22:07 A member who intends to resume employment on the expiration of the statutory leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the same position and work location held by the member immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant, subject to Article 49, Layoff and Recall. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee. Seniority continues to accrue during Pregnancy Leave.

22:08 The Board shall continue to contribute its share towards the premium cost of the Member's employee benefits during the period of statutory pregnancy leave unless the Member gives the Board written notice that the Member does not intend to pay the Member's contributions.

22:09 (a) A Member granted a statutory pregnancy leave of absence shall be compensated by the Board under an E.I. approved Supplementary Employment Benefit (SUB) Plan, provided the member;

- (i) is eligible for pregnancy leave benefits under E.I.;
- (ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.

(b) This Plan shall be subject to approval of E.I. and shall be contained as Appendix 1 of this agreement.

ARTICLE 23 – STATUTORY PARENTAL LEAVE

- 23:01 For the purpose of this article and Appendix 1, parents shall be defined as one of the following:
- a) natural father or mother;
 - b) adoptive father or mother;
 - c) any person in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- 23:02 Upon application in writing, a Member who has been employed by the Board for at least thirteen (13) weeks and who is a parent of a child is entitled to a leave of absence without pay following:
- a) the birth of the child; or
 - b) the coming of the child into custody, care and control of a parent for the first time.
- 23:03 The Board shall not terminate the employment of or lay off any Member who is entitled to a statutory parental leave of absence under this Article.
- 23:04 The Parental Leave of a Member who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.
- 23:05 For persons not covered under Article 23:04, Parental Leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- 23:06 The Member must give the Board at least two (2) weeks written notice of the date the leave is to begin.
- 23:07 If a Member wishes to change the date when a Parental Leave is scheduled to begin the Member must give written notice:
- a) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or

- b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.

23:08 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board immediately.

23:09 The Parental Leave ends:

- a) eighteen (18) weeks after it begins; or
- b) at an earlier date if the Member gives the Board at least four (4) weeks written notice before the earlier date; or
- c) to a later date if the Member gives the Board at least four (4) weeks written notice before the date the leave was to end provided the parental leave does not extend beyond eighteen (18) weeks.

23:10 A member who intends to resume employment on the expiration of the statutory leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the same position and work location held by the member immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant, subject to Article 49, Layoff and Recall. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee. Seniority continues to accrue during Parental Leave.

23:11 The Board shall continue to contribute its share towards the premium cost of the Member's employee benefits during the period of statutory Parental Leave up to a maximum of eighteen (18) weeks unless the Member gives the Board written notice that the Member does not intend to pay the Member's contributions.

ARTICLE 24 – EXTENDED PREGNANCY/PARENTAL LEAVE

24:01 The Board shall grant an extension to the parental or pregnancy leave as provided in Article 22 and Article 23 in accordance with the terms and conditions outlined in this Article.

24:02 The Member shall provide written notice to the Board at least two (2) weeks prior to the scheduled end of the leave indicating the start and end dates of the extended leave.

- 24:03 The total length of the pregnancy/parental leave and extension shall not exceed two years.
- 24:04 The Member may retain any insured benefits in which the Member was enrolled immediately prior to the leave. Premiums for coverage will be paid by the employee and the Board in accordance with Article 51, for up to one year's duration. An employee granted an adoptive leave or pregnancy leave in excess of one (1) year's duration and up to two (2) year's duration shall be allowed, subject to the terms of the insurance carrier(s), to maintain the employee benefits in Article 51 held immediately prior to the granting of the leave. The employee shall reimburse the Board for one hundred percent (100%) of the premiums for the period in excess of one (1) year's duration and up to two (2) year's duration.
- 24:05 A Member who intends to resume employment on the expiration of an extended leave of absence under this Article shall so advise the Board and on return to work the employee will be reinstated to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant, subject to Article 49, Layoff and Recall. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee.
- 24:06 A Member who intends to resume employment earlier than the originally scheduled date of return, under this Article, shall advise the Board four (4) weeks prior to the requested date of return. The request for return shall be accommodated, if possible, subject to the provisions of clause 24:05.
- 24:07 Reinstatement from extended Parental Leave under this Article shall be at the salary/wages that the Member would be earning had the Member worked during the period of the statutory pregnancy/parental leave (i.e. the Member will receive credit for salary purposes for the period of the statutory pregnancy/parental leave).

ARTICLE 25 – WSIB/LTD

- 25:01 A Member who is absent from work and is claiming Workplace Safety and Insurance Board (WSIB) or Long Term Disability (LTD) benefits on return to work shall retain their entitlement to be reinstated to the same position and work location held by the Member immediately prior to going on WSIB/LTD, if the position at that location still exists and is vacant, or to a comparable position if

it does not exist or is not vacant, up to a maximum of twenty-four (24) months. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee.

- 25:02 At the end of the twenty-four (24) month period the member's position shall be declared vacant.
- 25:03 A Member who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article 49, Layoff and Recall.

ARTICLE 26 - WSIB SUPPLEMENT

- 26:01 A Member who is receiving compensation under the Workplace Safety and Insurance Act as a result of a claim directly related to the Board shall be entitled to have the partial payment under the Workplace Safety and Insurance Act supplemented by the Board to provide payment of full earnings. The supplement paid to such Member shall be divided by the Member's daily rate of pay to determine the number of days absent with pay and the same number of days shall be deducted from the Member's Sick Leave Credit Account in accordance with Article 28. If the Member does not wish to have the payment under the Workplace Safety and Insurance Act supplemented as provided by this article, the Member must give written notice to the Executive Officer of Human Resources within fifteen (15) days after receiving notice that the Workplace Safety Insurance claim has been approved. It is understood that if adherence to this timeline results in the Member having been overpaid by the Board, that the Member shall be responsible for reimbursing the Board for the amount overpaid.

ARTICLE 27- DEFERRED SALARY LEAVE PLAN

- 27:01 The Deferred Salary Leave Plan provides employees with the opportunity to take a leave of absence for a specified period of time and to finance the leave by means of salary deferral.
- 27:02 All permanent employees having three years service with the Board are eligible to participate in the Plan.
- 27:03 Applications for participation in the Plan should be made in writing to the Executive Officer of Human Resources on or before May 1 for commencement of the plan to begin the following school year.
- 27:04 Approval of individual requests to participate in the plan rests solely with the Board.

27:05 In each year of the Plan preceding the year of leave, an employee will be paid a reduced percentage of salary. The remaining percentage, which shall not exceed 33 1/3% of the employee's annual salary, will be deferred and shall be retained by the Board to finance the year of leave.

27:06 The employee shall receive credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the employee's account shall be the current rate for the savings account at the Bank used by the Board, and be compounded and credited on each pay date in each month. A statement of the employee's account will be issued at the end of each year. Such a statement shall be made available upon request by the employee.

27:07 While an employee is participating in the deferral period any benefits tied to salary level shall be based on the salary the employee would have received had the employee not been participating in the Plan. During the leave year, however, no credit for increment shall be granted.

27:08 During the employee's leave of absence the Board shall continue to pay its share of premium costs for any benefits which the employee elects to maintain. The employee shall be responsible for remitting his/her share of applicable premium costs.

27:09 During the employee's leave of absence the employee shall be paid according to the method of payment outlined in Article 53.

27:10 Conditions of Leave

- a) The leave may be for three (3) or more consecutive months up to a maximum of one year.
- b) The leave shall commence no later than six (6) years after the date of the first deferral of salary.
- c) An employee may not receive any compensation from the Board during the period of leave other than deferred salary plus accumulated interest.
- d) Deferred salary plus any accumulated interest shall be paid to the participating employee not later than the end of the first taxation year after the expiration of the six-year period notice in Article 27:10(b).

- e) An employee may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Payment of deferred income plus accumulated interest shall be made to an employee withdrawing within sixty days (60) of receipt of the notice of the employee's wish to withdraw.
- f) Sick leave credits shall not accumulate during the leave period.

27:11 Pension deductions (The Teachers' Pension Plan or OMERS), are to be continued as required by the appropriate legislation and policies during all years of participation. Employees are responsible for any other arrangements with The Teachers' Pension Plan Board or OMERS.

27:12 Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued, at the time of death shall be paid to the employee's designated beneficiary or alternately, to the employee's estate.

27:13 Employees participating in the Plan shall be required to sign an agreement with the Board setting out conditions of the Plan.

27:14 On return from leave an employee will be reinstated to the same position and work location held by the Member immediately prior to the commencement of the deferred salary leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant, subject to Article 49 Layoff and Recall. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee.

27:15 An employee returning from leave shall receive credit for seniority for the period of leave.

27:16 The Board and the Bargaining Unit assume no responsibility for any consequences arising out of the implementation of the plan related to its effect on pension plan provisions or income tax implications. This plan must comply with current Revenue Canada regulations.

ARTICLE 28 – SICK LEAVE

28:01 The Board shall administer a sick leave plan and maintain a sick leave account for each employee who is a Member of the Bargaining Unit.

- 28:02 The Board shall maintain a record of each employee's credited and accumulated sick leave and shall inform the employee in writing on or about November 1 of each year as to the crediting and accumulation of the employee's sick leave.
- 28:03 All full-time employees will be credited with twenty (20) sick days on the first working day of the work year.
- 28:04 Employees working half-time or more and less than full-time shall accumulate and receive sick leave on a pro rata basis.
- 28:05 All employees shall accumulate 100% of the unused portion of the allotted days per year to a maximum of 200 days.
- 28:06 A newly-hired employee shall be entitled to transfer accumulated sick leave credits from a previous school board in Ontario to the employee's credit with the Board.
- 28:07 Effective September 5, 2000 employees who have an accumulated balance in excess of 200 days shall be frozen at their existing balances once the August 2000 balance has been calculated.
- 28:08 (a) The number of days of sick leave credit in a Member's sick leave credit account existing immediately prior to the signing of this Agreement shall be transferred and credited to the Member's Sick Leave Credit Account under this Article.
- (b) A Member with a balance of more than 200 days in their account shall have no further credits above the maximum of 200 added to the account at the end of each year. Any unused balance at the end of the year from the yearly allotment of 20 days shall be lost.
- (c) If a Member uses sick days from the accumulated account which takes them below 200, they shall be able to rebuild the amount with credits each year to a maximum of 200.
- 28:09 To qualify for sick leave, a Member who is absent from duty for a period exceeding five (5) consecutive working days may be required to produce a certificate of illness from a qualified physician or licentiate of dental surgery. The cost of the medical certificate shall be paid by the Board.

ARTICLE 29 – MEDICAL EXAMINATIONS/REPORTS

- 29:01 An employee may be required by the Executive Officer of Human Resources to substantiate the reasons for any absence exceeding

five consecutive days. In the case of ongoing or recurring illness in excess of five working days, accident or disability, the Board may also require an employee to sign a release of medical information to a doctor selected by the Board with respect to the medical condition in question or may require an employee to be examined by a doctor of the Board's choice. The Board shall endeavor to ensure that the employee's preference for a male or female doctor will be accommodated when requested. It is understood that the doctor selected by the Board is required to maintain the confidentiality of the medical diagnosis of the employee. The Board shall pay the cost of the third party billing incurred when an employee consults a doctor at the Board's request.

29:02 Employees affected by 29:01 may be required to take part in the Board's Workplace Early Intervention Program (WEIP) and to sign a release of information to permit the Board to contact the employee's physician to facilitate this process.

ARTICLE 30 – SICK LEAVE GRATUITY

30:01 **Pertaining to Members who were previously covered by the collective agreement between OSSTF, Educational Assistant/Special Program Assistant bargaining unit and the Wellington County Board of Education prior to the date of ratification of this collective agreement.**

For all employees retiring to O.M.E.R.S./Teachers' Pension Plan Board pension, the retirement gratuity shall be fifty percent (50%) of the accumulated sick leave credits, at current salary to a maximum of eighty (80) days (i.e. the maximum payment is forty (40) days).

30:02 The payment under clause 30:01 shall be paid by the Board to the member within thirty (30) calendar days of termination of employment, or in the next calendar year if the employee so requests.

30:03 For employees not covered by clause 30:01, the Board will deposit a lump sum payment of \$1000 into a group RSP plan on behalf of the employee on or before June 30th of the school year in which the employee completes his or her probationary period.

ARTICLE 31 – INCLEMENT WEATHER

31:01 In the event that a school is closed as a result of inclement weather, the following provisions will apply to Members of the bargaining unit who work at that school:

- a) School Closing Announced by 7:00 a.m.

If a school, or District Board work location is officially closed, Members who work at that school or work location shall report to the school or District Board work location closest to their residence to provide assistance at that site.

- b) School Closing During the Day

Under normal circumstances the Principal/Supervisor will allow members to leave the school within one hour after the official school closing time.

- c) Poor Road Conditions

If weather conditions make it impossible, due to official road closure, to reach their assigned work location the employee shall notify their supervisor as soon as possible. The employee shall make their best effort to reach the nearest school/District Board building immediately. If this is not possible, the immediate supervisor shall be notified as soon as possible.

31:02 If an employee is absent due to inclement weather, the employee must complete the Request under Absence and Leave Policy, have it reviewed by the Principal/Supervisor and submitted to the Executive Officer of Human Resources who will determine whether a leave will be granted. If granted, such leave will be without loss of salary or deduction from sick days.

ARTICLE 32 – JOB EXCHANGE PROGRAM

32:01 The Board shall provide the opportunity to Members to participate in a job exchange program in accordance with the terms and conditions outlined in this Article.

32:02 The job exchange program shall include the opportunity for two permanent bargaining unit Members to exchange positions for which they are qualified for a period not to exceed one school year.

32:03 Written application by the two Members requesting a job exchange assignment shall be submitted to the Member's immediate supervisor(s) with a copy to the Executive Officer of Human Resources, not later than five (5) months prior to the requested start date of the assignment. The application shall indicate:

- a) the names of the Members wishing to exchange positions;

- b) the present positions held;
- c) the two positions involved in the exchange;
- d) the start and end date of the period of exchange.

32:04 The Board shall notify the Members and the President of the Bargaining Unit within two (2) months of the date of application whether or not the Members have been granted the job exchange requested. Approval of the exchange shall be at the sole discretion of the Board.

32:05 Members participating in the job exchange program shall continue to receive the daily rate of pay for their permanent position for the duration of the exchange.

ARTICLE 33 – POSITION SHARING

33:01 (a) The Board shall provide the opportunity for Members to participate in a “position sharing” program in accordance with the terms and conditions outlined in this article.

- (b) For the purpose of this article, “position sharing” shall mean two bargaining unit members sharing a position.

33:02 To be eligible for the position sharing program, members must hold the qualifications and have the experience required to perform the duties of the position being shared.

33:03 A position sharing assignment shall be for a maximum of one (1) year.

33:04 Members wishing a position sharing assignment shall apply in writing to the member’s immediate Supervisor, with a copy to the Executive Officer of Human Resources, requesting such assignment, no later than five (5) months prior to the requested start date of the assignment. The letter of application shall indicate:

- (a) the name(s) of the member(s);
- (b) the present position(s) held;
- (c) the position to be shared;
- (d) the start and end date of the period of position sharing.

- 33:05 The Board shall notify the members and the President of the Bargaining Unit within two (2) months of the date of application whether or not the Members have been granted the position sharing arrangement requested.
- Approval of the exchange shall be at the sole discretion of the Board.
- 33:06 Members participating in the position sharing program shall be paid the rate of salary for the assignment being shared. Salary shall be prorated to the same proportion that the member works in the shared position.
- 33:07 If the member is enrolled in one or more of the employee benefit plans, the Board's contribution to the benefit premiums shall be prorated in the same proportion that the member works in the shared position. The member shall pay, through payroll deduction, the remainder of the premium cost for the benefits in which the member is enrolled during the period of position sharing.
- 33:08 At the end of the period of position sharing, each of the members will be reinstated to the same position and work location held by the member immediately prior to the commencement of the position sharing, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant, subject to Article 49, Layoff and Recall. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee.
- 33:09 The period of position sharing may be extended beyond, or shortened from the date set out in the agreement between the parties, to a time defined by mutual consent of the members involved in the position being shared, the member's immediate supervisor(s) and the Executive Officer of Human Resources.

ARTICLE 34 – ADMINISTRATIVE TRANSFER

- 34:01 A member who is to be administratively transferred by the Board shall be consulted at least five (5) working days prior to the scheduled date of transfer. Such consultation shall be between the member and the Human Resources Staffing Department or the appropriate Superintendent.
- 34:02 Final notification of transfer shall be made to the member by the Human Resources Staffing Department or the appropriate Superintendent, in writing, prior to the scheduled date of transfer.

34:03 The Board shall not transfer a member to a location more than forty (40) km. from their present work location without written agreement of the member.

34:04 The Union President shall be notified, in writing, of the administrative transfer.

ARTICLE 35 – VOLUNTARY TRANSFER

35:01 Bargaining Unit Members who wish to be considered for a transfer or increase in time for the following school year to an equivalent position at another work location must inform the Executive Officer of Human Resources in writing, with a copy to the Union and the immediate supervisor, no later than April 1 each year.

35:02 Applications for transfer shall be kept on file for one year, from date of filing.

35:03 The application for transfer shall be submitted on a form provided by the Board and shall include the following information:

- i) the position the employee presently holds;
- ii) the position and location (area) to which the employee would like to be transferred.

35:04 Prior to posting a vacant position the Board shall fill the vacancy in the following order:

- i) in order of seniority to employees seeking a lateral transfer within the same classification provided the employee has the qualifications and ability required for the position;
- ii) in order of seniority to employees requesting an increase in time within the same classification provided the employee has the qualifications and ability required for the position;
- iii) the position shall be posted following Article 36 Job Posting.

Notwithstanding the above, if an employee is on the recall list, the position shall be offered to the most senior qualified employee following any lateral transfer requests, and prior to requests to increase time.

35:05 Notice of the vacancy to be filled by transfer shall be posted on the Board e-mail system.

ARTICLE 36 – JOBPOSTINGS

- 36:01 When a permanent position is to be filled or a new permanent position is created in the bargaining unit, the position will be posted in each work location covered by this agreement for a minimum of four (4) working days. Wherever possible the Board will post the position within (10) working days of the vacancy. The posting period will commence prior to a weekend and shall close at the end of normal business hours on a day following the weekend.
- 36:02 Interviews of those qualified permanent/probationary employees who apply for the position will be held before said positions are filled. The Board reserves the right to short-list applicants on the basis of their qualifications as determined from the candidate's application.
- 36:03 Written notice of all vacancies and postings will be provided to the President of the Bargaining Unit.
- 36:04 In making promotions, or filling vacancies, the qualifications and ability of the employees concerned shall be considered and where such qualifications and ability are equal, seniority shall be the determining factor.
- 36:05 If a grievance is filed pertaining to a job posting decision and such decision is subsequently reversed, employees who have been promoted or transferred as a result, will be returned to their former positions.
- 36:06 During the summer months, the normal job posting procedure will apply except that job postings will not be sent to schools. All vacant bargaining unit positions shall be available by telephone on the Board job line. Notification of this process shall be provided to Members prior to June 30.
- 36:07 i) a vacancy shall be open to bargaining unit members who hold a permanent or probationary position unless otherwise stated in this agreement;
- ii) if there are no qualified members on the recall list, the Board may fill the vacancy from outside the Bargaining Unit.
- 36:08 Job postings shall be open to Members on the Recall List.
- 36:09 All temporary vacancies of more than ten (10) weeks shall be posted as outlined above.

- 36:10 Permanent employees may apply for temporary vacancies, and at the end of the temporary period, shall be reinstated to the same position and work location held by the member immediately prior to the commencement of the temporary assignment, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant, subject to Article 49, Layoff and Recall. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee. Such return shall be without any loss of any right that would have occurred if they had remained in their permanent position.
- 36:11 When an employee has been on Long Term Disability for a period of two (2) years and the physician's report indicates that the employee is still unable to work, the position shall be declared vacant and follow the procedure outlined in this article.
- 36:12 The Board shall notify the Union in writing of the name(s) of the successful applicant(s) to posted vacancies within seven (7) working days following the Human Resources Department receiving written notification of the name of the successful applicant.
- 36:13 The Board shall transfer the successful applicant within thirty (30) days of the appointment unless otherwise mutually agreed upon by the Board and the President of the Bargaining Unit.
- 36:14 All employees who have been interviewed for the position shall be informed, in writing, if the employee was successful or unsuccessful in the application.
- 36:15 The Board shall not hire from outside the bargaining unit to fill permanent vacancies until first following the procedure outlined in 36:02 and 36:07.
- 36:16 Employees who have applied for and received a position through the job posting process will be required to remain in such position for the remainder of the school year and shall not be entitled to apply for another position during this period of time. This provision may be waived at the exclusive discretion of the Board.

Notwithstanding the above, an employee who has received a position through the job posting process may apply for another position in the same school year if such position is a promotional opportunity, and/or an increase in hours.

ARTICLE 37 - HOURS OF WORK

37:01 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day or the days of work per week or the weeks of work per year.

37:02 (a) The work year shall be the school year as defined in the Education Act and Regulations, excluding professional activity days.

(b) Special Program Assistants currently on staff as of date of ratification of this Agreement shall continue to receive the three (3) professional activity days for as long as they are employed in that position.

37:03 While the parties recognize that hours may vary according to the particular need of a school/educational unit, the normal work week for full-time employees shall be 32.5 hours per week, Monday to Friday.

Employees on staff in the following classifications as of date of ratification of the collective agreement shall be grandparented at their existing hours of work for as long as they remain employed by the Board in positions covered by this bargaining unit.

Educational Assistants – ESL (35 hours per week)

Special Program Assistants (All classifications) (35 hours per week)

ARTICLE 38 – OVERTIME

38:01 When deemed necessary, and authorized in advance by the immediate supervisor, an employee shall be paid for overtime as follows:

i) at the regular hourly rate of pay for all hours worked up to thirty two and a half (32.5) hours in any one week (or 35 hours for employees grandparented at a thirty-five hour work week).

ii) at the rate of time and one half (1-1/2) times the regular hourly rate of pay for hours worked beyond thirty-five (35) hours in any one (1) week or all hours worked on a Saturday.

iii) Hours worked on Sunday or statutory holidays will be paid at double time the regular hourly rate of pay.

- iv) Working on Saturdays or Sundays will only apply in emergency situations defined by the Board.

For the purposes of overtime, a week is considered to start on Monday and finish on Sunday.

38:02 An employee shall be given an opportunity to accumulate hours at the given rates in Article 38:01 for any time worked. These hours may be taken in lieu time, reflecting the appropriate premium rate, at a time mutually agreed upon between the employee and the immediate supervisor.

38:03 Any overtime hours still owing to an employee as of June 30th will be paid in full no later than the last pay period that school year provided that the request for payment is received by the Human Resources Department by June 14th.

38:04 Employees assigned to accompany students on overnight trips shall receive either:

- 1) four (4) hours lieu time per night; or
- 2) an additional four (4) hours pay per night at the employee's regular hourly rate in lieu of receiving overtime pay at the employee's choice.

ARTICLE 39 – RECOGNIZED PAID HOLIDAYS

39:01 The Board shall grant to each Member the following recognized paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Four (4) Floater Holidays*	Canada Day**
August Civic Holiday**	Labour Day**

* Three (3) floater holidays will be taken in conjunction with the Christmas holiday period on dates to be designated by the Board. One (1) floater holiday will be taken on Easter Monday unless Easter Monday is a school day in which case the floater holiday will be taken on a date to be designated by the Board.

** If a member of the bargaining unit is scheduled to work a period that includes days immediately before and after any

of these holidays, and the employee works his or her scheduled regular day of work preceding and his or her scheduled regular day of work following the noted public holiday they shall be entitled to payment for the holiday.

39:02 If any of the recognized paid holidays falls on a Saturday or Sunday, and if it is decreed by the Federal, Provincial or Municipal Government that such holiday shall be observed on another date, then that other date shall be treated as the recognized paid holiday in accordance with the provisions of this Article. If any of the recognized paid holidays falls on a Saturday or Sunday and no other day is proclaimed in lieu thereof, then the Board shall substitute for that holiday either the working day immediately preceding or following the holiday and such day shall be considered as the recognized paid holiday under this Article.

39:03 Employees shall not qualify for payment for recognized paid holidays if the employee fails to work his or her scheduled regular day of work preceding or his or her scheduled regular day of work following a recognized paid holiday or unless the employee is on authorized vacation or authorized sick leave during this period.

ARTICLE 40 – PAID VACATIONS

40:01 The Board shall grant paid vacation periods to each member in accordance with the terms and conditions outlined in this article.

40:02 (a) The Board shall maintain a record of paid vacation entitlement for each member based on the years, and parts thereof, of service from the most recent date of hire with the Board completed by June 30th prior to the vacation period to be taken.

(b) For the purpose of this article, the most recent date of hire shall be the date of last hire where there has been no termination of employment since that date.

40:03 (a) A member shall be granted by the Board an annual paid vacation according to the following schedule:

Years of Service	Entitlement
Prior to July 1	
Less than 1 year.....	1 day/month to a maximum of 10
1 year but less than 3 years.....	2 weeks (10 days)
3 years but less than 10 years.....	3 weeks (15 days)
10 years but less than 18 years...	4 weeks (20 days)
18 years or more.....	5 weeks (25 days)

- (b) Vacation days shall be used at the Christmas and March break period for the days that are not Statutory Holidays and/or floater days.
- (c) The pay for any vacation period shall be calculated on the Member's salary as provided in Schedule A.
- (d) No record of employment for Employment Insurance purposes will be issued in December or March in lieu of the vacation period unless the employee does not have sufficient vacation credits to cover this time.

40:04 Members shall receive the remainder of their vacation entitlement in a lump sum payment on the last regular pay at the end of the school year.

40:05 Members shall be able to use earned vacation on such days as they are not scheduled to work as per their work year. Vacation credits which are needed for the Christmas and March break periods shall not be used under this clause. The Human Resources Department must receive at least three weeks advance notice of the requested vacation day.

40:06 If a member who is entitled to vacation pay quits, is discharged or otherwise is terminated from employment with this Board, the member shall be paid vacation pay on the date of termination or shortly thereafter based on the amount of vacation time to the credit of the member at the date of termination. If a member's termination from employment is caused by the death of the member, the payment under this clause shall be made to the member's estate.

40:07 Vacation credits will be pro-rated for part-time employees.

ARTICLE 41 – TRAVEL ALLOWANCE

41:01 Employees who use their vehicles in the normal course of carrying out the Board's business, shall be reimbursed in accordance with Board policy. The exception to this shall be employees who have been hired and/or placed at two or more separate locations. Such employees shall not be eligible for this allowance while travelling between work locations.

ARTICLE 42 – MEDICAL PROCEDURES

42:01 Under the direction of the Principal/Supervisor, a Member may be required to administer medication.

The Principal/Supervisor is responsible for arranging times for medication in collaboration with the Member and parent(s) and for ensuring procedures are in place to direct students to the member to receive medication.

42:02 For actions taken by any employee in following the Board's policy on Medical Procedures – Policy #5305 – Health Support Services (Appendix B), the Board shall indemnify and save harmless said employee from any and all liability.

ARTICLE 43 – JOB PERFORMANCE APPRAISALS

43:01 The Board shall develop a performance appraisal system that shall be consistent for all Members.

43:02 A Member is entitled to be notified twenty-four (24) hours prior to a meeting with the Principal/Supervisor that the Member is to be put on review for unsatisfactory job performance. The Board shall inform the Member and the President of the Bargaining Unit, twenty-four (24) hours prior to the day of the meeting, of the Member's right to have the Bargaining Unit President or designate present at such meeting. At the Member's discretion, the Member shall be accompanied at the meeting by the Bargaining Unit President or designate.

ARTICLE 44 – PEER TUTORS

44:01 Employees shall not have their hours of work reduced owing to the use of Peer Tutors in that worksite.

44:02 No employee shall be laid off nor shall the Board refuse to recall a laid-off employee owing to the use of a Peer Tutor in that position.

44:03 The Board shall not refuse to fill a vacancy owing to the use of a Peer Tutor in that position.

44:04 Should a strike or lockout involving employees occur, peer tutors shall continue to work with the student on the assigned tasks that were established prior to the strike or lockout. Peer tutors will not be assigned additional responsibilities during the strike or lockout.

Definition of Peer Tutor: "A Peer Tutor is a secondary school student who, for the purposes of gaining a secondary school credit, is tutoring another student for a period of at least one term/semester."

ARTICLE 45 – VOLUNTEERS

- 45:01 Volunteers shall not be used during a legal strike or lockout to perform the duties of striking or locked out employees.
- 45:02 The bargaining unit may request representation on the committee reviewing the Board's policy/guidelines concerning the use of volunteers in workplaces. Such request shall not be unreasonably denied.
- 45:03 No Member of the Bargaining Unit on probationary or permanent staff shall be laid off or suffer a reduction in hours of work as a result of the use of volunteers in that worksite.
- 45:04 The Board shall not refuse to fill a vacancy owing to the use of a volunteer in that position.
- 45:05 This Article shall not be construed as limiting the normal use of volunteers to assist children in the school.

ARTICLE 46 – CO-OP STUDENTS

- 46:01 Should a strike or lock out involving employees occur, co-op students shall be immediately removed from the workplace where employees perform their job functions.
- 46:02 Employees shall not have their hours of work reduced owing to the use of Co-op students in that worksite.
- 46:03 No employee shall be laid off nor shall the Board refuse to recall a laid-off employee owing to the use of a Co-op student in that position.
- 46:04 The Board shall not refuse to fill a vacancy owing to the use of a Co-op student in that position.
- 46:05 If at any time, there is a disagreement about the Work Placement Program or a co-op student's activities while in the workplace, the Bargaining Unit President will contact the Executive Officer of Human Resources to convene a meeting of representatives from the Bargaining Unit, worksite and appropriate administrative staff in order to attempt to alleviate the problem.

ARTICLE 47 – HEALTH & SAFETY

- 47:01 The Board agrees to provide safe and healthful conditions of work for its employees and to carry out all of its duties and obligations under the Occupational Health & Safety Act and its regulations. It is understood that a perceived violation of the Occupational Health & Safety Act is not grievable.
- 47:02 The Union agrees to assist the Board in maintaining proper observation of all health and safety rules.
- 47:03 One representative appointed by the Bargaining Unit Executive shall serve on the Board's Joint Health and Safety Committee.
- 47:04 It is the responsibility of the Member to report to the Member's immediate supervisor any equipment or process which is, in the opinion of the Member, unsafe or hazardous or any condition which is unhealthy. If any difference of opinion exists between the Member and the Member's immediate supervisor, the Member may refer the matter to the Union representative of the Joint Health and Safety Committee. The Union representative shall contact the Health and Safety/Disability Manager who shall ensure that all necessary actions are taken to address the concern of the Member.
- 47:05 All reported incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee.
- 47:06 Employees are required to practice universal precautions in the handling and disposal of blood and body fluids. The Board shall inform employees of such practices by providing a copy of the description of universal precautions to each work place and requesting the supervisor to so advise employees it is available.

ARTICLE 48 – SENIORITY

- 48:01 Seniority is defined as the length of continuous service an employee is employed by the Upper Grand District School Board or its predecessor Boards. An employee's seniority date shall be established as the most recent date of hire with the Board. Seniority for employees hired to Bargaining Unit positions on or after date of ratification of this Agreement shall be defined as the length of continuous service in the Bargaining Unit from last date of hire to a position in the Bargaining Unit.

- 48:02 Employees employed on a part-time basis shall accumulate seniority on a full-time basis for seniority purposes.
- 48:03 Employees who are on pregnancy leave or parental leave will continue to accrue seniority during the period of the statutory pregnancy or parental leave.
- 48:04 A seniority list shall be prepared by the Board, effective November 30, with a copy to the Bargaining Unit President by December 30.
- 48:05 By January 1 of each year the Board shall post a copy of the up-to-date seniority list in all work locations with Members covered by this Agreement.
- 48:06 Any question as to the accuracy of the seniority list must be submitted by the employee to the Executive Officer of Human Resources within thirty (30) working days of the posting of the list.
- 48:07 The seniority list shall be arranged in order from the most senior to the most junior, including name, seniority date and classification.
- 48:08 In compiling the seniority list, all ties shall be broken based on the following criteria in order:
- a) total experience in the Bargaining Unit;
 - b) total experience with the Board using actual time worked;
 - c) total experience in the current job function with the Board;
 - d) by lot in a manner to be determined by the Board and the Bargaining Unit.
- 48:09 Loss of seniority shall be for the following reasons:
- a) dismissal not reversed through grievance and/or arbitration;
 - b) voluntary resignation;
 - c) retirement;
 - d) off work due to lay-off for more than thirty (30) months;
 - e) an employee fails to report for duty following the completion of an approved leave of absence;

- f) when accepting a permanent position outside the bargaining unit.

48:10 An employee who is absent from work due to illness, accident or authorized leave shall continue to accumulate seniority during the period of such absence.

ARTICLE 49 -- LAYOFF & RECALL

49:01 A lay-off shall be defined as the elimination of a position, or a reduction in hours of a position.

49:02 Employees will be placed for September in the same position as they held at the end of the preceding school year unless the position has been eliminated or reduced or a change in placement is required to meet program or individual student needs. It is understood that program or individual student needs for the purposes of this clause shall be based on definable criteria.

49:03 The Board agrees that when a decision is made to layoff or close a school, the Board shall notify the Union in writing.

49:04 In the event that a position in a category is to be eliminated or reduced, the employee in that school within that job classification with the least bargaining unit seniority will be initially declared surplus. In the case of a position being eliminated or reduced within an itinerant job classification the employee within that specific classification with the least bargaining unit seniority will be initially declared surplus. Itinerant employees are defined as those employees who are not attached to a specific school or employees who work in a variety of schools, for example, EA-ESL and **SPA** -- Speech and Language.

49:05 The full-time equivalent number of members as were declared surplus in clause 49:04 shall be declared redundant on the basis of date of hire for probationary Members beginning with the most recent date of hire and seniority *for* permanent members beginning with the least senior. Such Members shall be placed on the Temporary Redundancy List.

49:06 The Board shall identify all vacancies by category and specific job classification, including those created by placing the least senior members on the temporary redundancy list.

49:07 The process shall be followed in order of seniority, beginning with the most senior employee affected first. Each surplus Member who

is not on the Temporary Redundancy List shall be placed into a vacant position in the Member's job category provided the surplus Member has the ability, qualifications and experience for the position. Such employees shall be placed in an available equivalent job vacancy if within forty (40) km of their present work location. Failing that the employee shall have the following options in order:

- a) accept an available equivalent job vacancy more than forty (40) km of their present work location; or
- b) accept the reduction in hours and remain in the position if the position still exists; or
- c) displace another employee or employees in accordance with the following process, provided that the employee has the ability, qualifications and experience required for the position. It is understood that the surplus employee may bump more than one employee if necessary in order to equal the time entitlement of the surplus employee;
- d) displace the least senior employee(s) in the same job category within sixty (60) km of their present work location; then,
- e) displace the least senior employee(s) in the same job category more than sixty (60) km of their present work location; or,
- f) displace the least senior employee(s) in the next lowest job category within sixty (60) km of their present work location; then,
- g) displace the least senior employee(s) in the next lowest job category more than sixty (60) km of their present work location.
- h) Failing the above, the surplus Member is added to the Temporary Redundancy List.

49:08

All remaining vacancies shall be posted according to Article 36 Job Postings. Postings shall be open to all permanent and probationary Members.

- 49:09 All members remaining on the Temporary Redundancy List after all vacancies have been filled shall be notified in writing by the Board and identified as a member scheduled for layoff.
- 49:10 An employee displaced, or laid off, shall maintain the right to a position of equal time to that last held prior to being displaced or laid off, for the period of recall unless the employee has elected to accept a position of less time.
- 49:11 A member who is to be laid off shall be given appropriate notice in accordance with the Employment Standards Act.
- 49:12 Employees laid off shall be placed on the recall list in order of seniority.
- 49:13 Employees will be entitled to recall in order of greatest seniority within the bargaining unit, provided the individuals have the ability and qualifications to fill the positions for which they are recalled.
- 49:14 An employee on lay-off shall be subject to recall for thirty (30) months from the date of lay-off.
- 49:15 An employee on lay-off shall have their name placed on the temporary/casual list and shall be given first opportunity to perform supply work of greater than one week's duration or to be placed in a temporary assignment within the bargaining unit of greater than one week's duration. Employees must have the qualifications and ability required for the position in order to be considered.
- 49:16 No new employee shall be hired for a position, nor shall existing employees be eligible to increase time, unless those remaining employees who have been laid off within the previous thirty (30) months who have the qualifications and ability required for the position have been offered the position.
- 49:17 An employee shall have the right to refuse an offer of recall if it is not to a location within forty (40) km of their last work location prior to being laid-off, and/or it is not of equivalent hours and job category from which they were laid-off. The employee shall not forfeit any rights of recall under this article for such refusal.
- 49:18 When a position becomes available, the Board shall attempt to contact the employee being recalled by telephone, and shall offer the position by registered mail.

- 49:19 All employees eligible for recall shall file with the Board and the Bargaining Unit their most recent address and telephone number.
- 49:20 An employee who is recalled to work must signify intent to return within four **(4)** working days after mailing by registered mail of the recall notice or within two **(2)** days after the notification is received by telephone and must return on the date specified or give a reason acceptable to the Executive Officer of Human Resources why this is not possible and must return to work within ten (10) working days from the date notification of recall is received. The Board shall have no further obligation to the Member under this Collective Agreement if the Member recalled to work fails to comply with the provisions of this clause.
- 49:21 A Surplus Declaration/Lay-off Recall Committee comprised of a maximum of four (4) Board representatives and four (4) Union representations shall meet to review the potential layoffs prior to layoff or recall procedures being initiated.
- 49:22 (a) i) the Surplus Declaration/Lay-off Recall Committee shall meet by June of each year to discuss placements and/or the implementation of the procedure as outlined in this Article.
- ii) Providing that allocations of educational assistant positions have been completed, employees shall be notified in writing by June 30 of their placement for the following school year. This timeline may be extended upon mutual agreement of the Board and the Union.
- (b) Employees who bump to a position with less pay shall have their existing weekly salary red-circled for the lesser of: a period of six (6) months: or until the rate of pay for the position catches up or supercedes that which the employee is presently receiving. After this time, the employee's salary will no longer be red-circled.
- (c) Prior to advertising a vacant position, an employee currently working who had been displaced from that position shall maintain their right to be reinstated to their former position/location if it becomes available within twelve (12) months from the date of displacement provided the individual has the ability and qualifications to fill the position.
- 49:23 During the period a Member is on recall, they may continue Extended Health Care and Dental coverage by paying the full premium cost.

49:24 Through a displacement process, a Member may voluntarily elect to accept, on a permanent basis, a vacant position that is less than their status (full-time/part-time) prior to displacement. The Board's obligation to the Member shall have been met.

49:25 A member on layoff placed in a temporary position, half-time or more, for a period of six (6) continuous months or more may, upon written request, elect to reinstate their previous benefit coverage including sick days during this time period. The Board shall continue its share of the premium costs for the Member's benefits during the time period. School break periods do not constitute an interruption in the calculation of continuous months.

ARTICLE 50 – PENSION PLAN

50:01 (a) Subject to clause 50:01(b) the Ontario Municipal Employee's Retirement System (OMERS) shall be the recognized Pension Plan for members of this bargaining unit.

(b) A member who holds certification as a teacher and is a member in good standing of the Ontario College of Teachers shall become and remain a Member of the Ontario Teachers' Pension Plan (T.P.P.)

50:02 Members who are part-time shall be given the option of joining the O.M.E.R.S. Basic Pension Plan or the Ontario Teachers' Pension Plan consistent with the provisions of the Ontario Pension Benefits Act, O.M.E.R.S. and T.P.P.

50:03 Members who are full-time and do not belong to OMERS, shall be given the option of joining the OMERS Basic Pension Plan. It is understood that there shall be no retroactive cost to the Board in the event of employees exercising their option to join OMERS under this clause.

50:04 All new employees of the Board shall as a condition of employment become Members of O.M.E.R.S. or T.P.P., as appropriate, consistent with the provisions of the Ontario Pension Benefits Act, O.M.E.R.S. and T.P.P.

50:05 The Board shall make the appropriate deductions from the Member's pay and submit to OMERS or T.P.P., as the case may be, the necessary Member and Board pension contributions as required.

50:06 For the purpose of this Article, a full-time employee is an employee who regularly works 32.5 hours per week or more.

ARTICLE 51 – INSURED EMPLOYEE BENEFITS

- 51:01 The benefits carrier shall be determined by the Board in consultation with the Bargaining Unit.
- 51:02 Effective the first of the month following the date of ratification, the Board will pay 100% of the premium costs of the benefits listed in clause 51:03 with the exception of the Dental Plan for which the Board will pay 90% of the premium cost for all full-time employees. The Board's premium share will be pro-rated for all part-time employees working half-time or more.
- 51:03 Extended Health, Group Life, and Dental
- i) Extended Health, \$0.35 Drug Plan, Vision Care (\$200.00 every two (2) years),
Hearing Care Plan (\$300.00 every four (4) years)
 - ii) Private Hospital Room.
 - iii) Group Life Insurance (with A.D.&D.), greater of \$25,000 or two (2) times salary to a maximum of \$600,000.00, plus optional dependent coverage (dependent spouse - \$4000, dependent children over fourteen (14) days old - \$2000).
 - iv) Dental plan with benefits based on the previous year's Ontario Dental Association Fee Schedule. Includes orthodontic coverage (50% reimbursement, \$1000 maximum per completed course of treatment) and major restorative coverage (50% reimbursement -- including dentures, onlays, crowns, bridgework and repairs to onlays, crowns and bridgework). Limitations for orthodontic and including dentures, onlays, crowns, bridgework and repairs to onlays, crowns and bridgework). Limitations for orthodontic and major restorative coverage of "least cost course of treatment" and "missing tooth exclusion".
- 51:04 Out of province coverage is included in the Extended Health Care package with the full premium being paid by the employee.
- 51:05 The Board's contribution for the benefit plans listed above for a part-time member working half-time or more shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment.

- 51:06 It shall be a mandatory condition of employment that all new employees half-time or more participate in the Extended Health and Dental Plan and the Group Life Insurance Plan. Employees who have Extended Health and Dental Plan coverage through the employee's spouse may be exempted from participating in the Board's Extended Health and Dental Plans.
- 51:07 Group Life Insurance
Additional life insurance (with A.D. & D) is available to all employees at 1, 2 or 3 times annual salary, with the full premium being paid by the employee. Evidence of insurability must be submitted to, and approved by, the insurance company.
- 51:08 The maximum amount of Life Insurance under all clauses in this Article shall not exceed a total of \$600,000.
- 51:09 Benefits – Effective Date
Coverage for the various benefits in which the employee participates will be effective on the date shown on the insurance certificate provided that the employee is actively at work on that date. Should the employee be absent from work on that date, excluding absence due solely to paid vacation or paid holiday, the insurance will take effect when the employee returns to work.
- 51:10 The Board will continue to contribute its share of benefit premiums for ten (10) month employees during the summer.
- 51:11 Employees retiring prior to age 65 will have the option of continuing in Extended Health and Dental benefits up to the age of 65 years at their own cost.

ARTICLE 52 – LONG TERM DISABILITY PLAN

- Note: Common LTD plan will be effective no later than the first day of the second month following ratification.
- 52:01 For all employees working half-time or more, the Board will make available and administer a group Long Term Disability Insurance Plan providing a benefit of sixty percent (60%) of the employee's basic wage rate, less TPP contributions if applicable, with provision for escalation when wage rates are changed. Employees are responsible for paying the full premium cost for Long Term Disability Coverage.

- 52:02 It shall be a mandatory condition of employment that all employees working half-time or more participate in the Long Term Disability Insurance Plan.
- 52:03 Subject to the approval of the carrier of the Long Term Disability Insurance Plan, an employee who is on leave of absence from the Board and becomes disabled shall receive benefits based on:
- i) in the case of an employee on an unpaid leave of absence, the salary the employee was receiving immediately prior to taking the leave, and
 - ii) in the case of an employee on paid leave of absence, or a self-funded leave of absence, the salary the employee would be entitled to (as at the date of disability) if the employee had been continuously at work.
- 52:04 Employees receiving benefits under the Long Term Disability Insurance Plan will have their Employee Benefits premiums paid for by the Upper Grand DSB during the period they are receiving benefits under the Long Term Disability Insurance Plan.
- 52:05 Providing the employee has completed the required documentation and subject to the approval of the carrier of the Long Term Disability Insurance Plan, benefits are to begin after a qualifying period of eighty (80) working days for ten (10) month employees.

ARTICLE 53 – PAY SCHEDULE

- 53:01 The regularly scheduled pay day shall be bi-weekly.
- 53:02 Effective September 1, 2000, members of this bargaining unit shall not be required to complete time sheets except for temporary assignments.
- 53:03 The amount of salary/wages shall be paid by direct deposit to the employee's bank account as provided to the Board.

ARTICLE 54 – PROFESSIONAL DEVELOPMENT

- 54:01 The Board shall establish an Educational Assistant/Special Program Assistant Professional Development Committee. This committee will be comprised of up to three (3) members of the Union and up to three (3) members of the Board. This committee will assess the professional development needs of Members and, in co-operation with Human Resources, suggest appropriate

professional development activities to be implemented within a Board-wide plan for professional development.

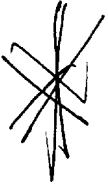
- 54:02 a) The Board agrees to provide one Board-wide Professional Development Day per school year calendar for all permanent and probationary members covered by this agreement. Attendance at such day shall be mandatory for all members. A member attending the Professional Development Day shall be paid as a normal work day.
- b) To have input into the scheduling of the Board-wide Professional Development Day, the bargaining unit president, or designate, shall be a member of the school year calendar committee.
- 54:03 The EA/SPA Professional Development Committee, in conjunction with Human Resources, will be responsible for the provision of in-service on one Board-wide Professional Development Day per school year calendar for all permanent and probationary Members covered by this agreement.
- 54:04 The Board shall provide release time for Members of the PD Committee for meetings of the committee held during working hours. Release time granted under this article shall not exceed a total of fifteen (15) days during each September to August period.
- 54:05 The committee shall be responsible for allocating any funds provided by the Board towards professional development activities for permanent and probationary Members.

ARTICLE 55 – TUITION

- 55:01 Where the Board, as approved in advance by the Executive Officer of Human Resources, requires an employee to take a particular course of training or study, the Board agrees to pay the tuition for the course of training or study. Reimbursement of expenses for travel and accommodation, if required, shall be governed by Board policy.
- 55:02 Where the Board requires an employee to take a course of training or study the Board may provide a replacement employee to perform the absent employee's duties.

ARTICLE 56 – EMPLOYMENT INSURANCE REDUCTION

- 56:01 The Board shall forward to the Bargaining Unit, on or before February 1st and on or before June 29th of each year, the Federal



Employment Insurance Premium Reduction Rebates to which the Bargaining Unit members are entitled.

ARTICLE 57 – AMENDMENTS

- 57:01 Amendments to the provisions of this Collective Agreement shall be made, in writing, only by mutual consent of the parties.
- 57:02 In the event that the Federal and/or Ontario Government should pass legislation during the lifetime of this collective agreement which would have the effect of altering or modifying any part of the agreement, the parties shall meet and in good faith make every reasonable effort to sign a memorandum of agreement covering all amendments the parties deem appropriate. The remaining provisions of the collective agreement shall continue in effect for the duration of the agreement.


ARTICLE 58 – DURATION AND TERMINATION

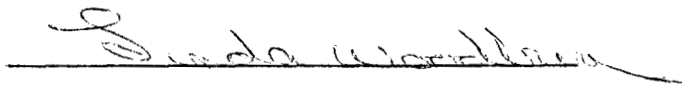
- 58:01 This Agreement shall be in effect from ~~September 1, 1998 and shall~~ continue in force up to and including August 31, 2001, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not less than thirty (30) days, nor more than ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Labour Relations Act.
- 58:02 After either party has given notice in accordance with clause 58:01, the parties shall meet within fifteen (15) days or such later date as the parties agree upon for the purpose of entering into negotiations.


DATED at Guelph, Ontario this 22nd day of July, 2001.

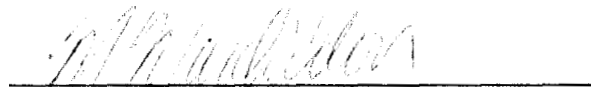
On behalf of the Board

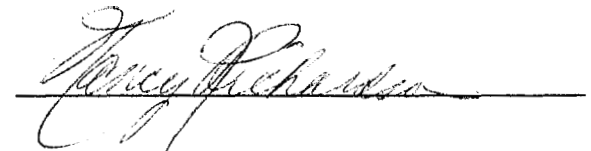
On Behalf of the Union


Chairperson of the Board




Director of Education







SALARY AND INCREMENT


New employees will be hired at the minimum salary rate of the job level.

Employees shall progress to the next increment effective January 1 of each year until the employee has reached maximum.

A new employee to the Board, who commences effective employment after November 1, shall not receive an increment on January 1 immediately following but shall begin to receive increments the next January 1.

Educational Assistants/Special Program Assistants June 1, 2000 Rates

Category 1	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
HALL MONITOR	11.85	12.44	13.03	13.63	14.22	14.81
PLAYSCHOOL EA	11.85	12.44	13.03	13.63	14.22	14.81

Category 2	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
EA - ESL	16.50	17.32	18.15	18.98	19.79	20.62
EA - DD	16.50	17.32	18.15	18.98	19.79	20.62
EA - APDD	6.50	7.32	18.15	18.98	19.79	20.62
EA - SPECIAL ED	6.50	7.32	18.15	18.98	19.79	20.62
EA - FOOD SERVICES	6.50	7.32	18.15	18.98	19.79	20.62
EA - TMH	6.50	7.32	18.15	18.98	19.79	20.62
EA - 	6.50	7.32	18.15	18.98	19.79	20.62

Category 3	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
SPA - CAFETERIA	16.50	17.32	18.15	18.98	19.79	20.62
FOOD SERVICES SUPER.	16.50	17.32	18.15	18.98	19.79	20.62
SPA - POOL	17.27	18.14	19.00	19.86	20.73	21.59
SPA - TECHNICAL	16.50	17.32	18.15	18.98	19.79	20.62
SPA - CHEF	17.35	18.22	19.09	19.95	20.82	21.69
SPA - SPEECH & LANG	16.80	17.64	18.48	19.32	20.16	21.00
SPA - DD	17.48	18.35	19.23	20.10	20.98	21.85

**Educational Assistants/Special Program Assistants
January 1, 2001 Rates**

Category 1	Minimum	Step1	Step2	Step3	Step4	Maximum
HALL MONITOR	11.97	12.57	13.16	13.76	14.36	14.96
PLAYSCHOOL EA	11.97	12.57	13.16	13.76	14.36	14.96

Category 2	Minimum	Step 1	Step2	Step3	Step4	Maximum
EA - ESL	16.66	17.50	18.33	19.16	20.00	20.83
EA - DD	16.66	17.50	18.33	19.16	20.00	20.83
EA - APDD	16.66	17.50	18.33	19.16	20.00	20.83
EA - SPECIAL ED	16.66	17.50	18.33	19.16	20.00	20.83
EA - FOOD SERVICES	16.66	17.50	18.33	19.16	20.00	20.83
EA - TMH	16.66	17.50	18.33	19.16	20.00	20.83
EA - ECE	16.66	17.50	18.33	19.16	20.00	20.83

Category 3	Minimum	Step1	Step2	Step3	Step4	Maximum
SPA - CAFETERIA FOOD SERVICES SUPER.	16.66	17.50	18.33	19.16	20.00	20.83
SPA - POOL	17.45	18.32	19.19	20.07	20.94	21.81
SPA - TECHNICAL	16.66	17.50	18.33	19.16	20.00	20.83
SPA - CHEF	17.53	18.40	19.28	20.16	21.03	21.91
SPA - SPEECH & LANG	16.97	17.82	18.66	19.51	20.36	21.21
SPA - DD	17.66	18.54	19.42	20.30	21.19	22.07

**Educational Assistants/Special Program Assistants
June 1, 2001 Rates**

Category 1	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
HALL MONITOR	12.10	12.71	13.31	13.92	14.52	15.13
PLAYSCHOOL/EA	12.10	12.71	13.31	13.92	14.52	15.13
Category 2	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
EA - ESL	16.86	17.70	18.54	19.38	20.22	21.07
EA - DD	16.86	17.70	18.54	19.38	20.22	21.07
EA - APDD	16.86	17.70	18.54	19.38	20.22	21.07
EA - SPECIAL ED	16.86	17.70	18.54	19.38	20.22	21.07
EA - FOOD SERVICES	16.86	17.70	18.54	19.38	20.22	21.07
EA - TMH	16.86	17.70	18.54	19.38	20.22	21.07
EA - ECE	16.86	17.70	18.54	19.38	20.22	21.07
Category 3	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
SPA - CAFETERIA FOOD SERVICES SUPER.	16.86	17.70	18.54	19.38	20.22	21.07
SPA - POOL	17.65	18.53	19.41	20.30	21.18	22.06
SPA - TECHNICAL	16.86	17.70	18.54	19.38	20.22	21.07
SPA - CHEF	17.73	18.61	19.50	20.39	21.27	22.16
SPA - SPEECH & LANG	17.16	18.02	18.88	19.73	20.59	21.45
SPA - DD	17.86	18.75	19.64	20.53	21.43	22.32

EMPLOYMENT BENEFITS (SUB PLAN)

Supplemental Employment Benefit (SUB) Plan for the Upper Grand District School Board.

1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves.
2. The following groups of Employees are covered by the plan:
Educational Assistants and SPA's
3. The requirements imposed by the Employer for the receipt of the SUB are:
 - (a) An Employee must be eligible to receive pregnancy leave benefits from E.I.
 - (b) An application for supplementary employment benefits must be made by the Employee on a form provided by the Employer and the Employee shall provide verification of the approval of an E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission and the dates of the waiting period.
 - (c) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period. Employees will not be supplemented for any week during the waiting period which falls outside the employee's normal working period during the months of July and/or August.
4. Employees must apply for and be in receipt of employment insurance benefits before SUB becomes payable except if non-receipt is due to serving the waiting period.
5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
6. Employees do not have a right to SUB payments except for supplementation of EI benefits for the employment period as specified in the Plan.
7. The benefit level paid under this plan is set at a weekly rate equal to 90% of the employee's weekly insurable earnings under EIC.

8. The maximum number of weeks for which SUB is payable is for the two week waiting period.
9. The duration of this plan is for the term of the collective agreement.
10. The Employer will inform the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days of the effective date of change.
11. The Employee must provide the Employer with the proof that the Employee is getting EI benefits or that the Employee is not getting benefits for reasons specified in the plan.
12. The Employer will use the EI receipt of the Employee to verify that the employee is receiving EI benefits or other earnings. The Employer's Revenue Canada Taxation registration number is 892228826 RP0001.

POLICY

It is the policy of the Board to provide health support services for students in accordance with Ministry of Education and Training guidelines.

Administrative Detail

1. It is the responsibility of the appropriate Superintendent to monitor this policy.
2. It is the responsibility of the Principal to administer the policy.
3. The Principal may consult with the Wellington-Dufferin-Guelph Health Unit and the Community Care Access Centre of Wellington Dufferin when establishing in-school procedures.
4. This policy shall be administered in accordance with the Health Support Services Manual 509-A and the Resource Handbook 509-B and with the following forms and resources:
 1. Community Care Access Centre/School Health Support Services - 509-1
 2. List of First-Aid Materials
 3. First-Aid Procedure Poster
 4. School Student Admission/Information Form
 5. Consent for Administration of Oral Medication - 509-2
 6. Administration of Oral Medication Log - 509-3
 7. Life-Threatening Management and Prevention Plan - 509-4
5. This policy will be reviewed on an annual basis.
6. This policy will be administered in conjunction with Policies:
 - 304 Transportation of Students
(See also *Transportation Procedures Manual 304-A*)
 - 604 Out-of-School Education

99/12

A. GENERAL

1. The Board recognizes that few of its employees **are** trained physicians or registered nurses. This policy allows personnel to respond to medical and health situations without endangering the safety or well being of a **pupil** or subjecting themselves to undue **risk** of injury or liability. Authorized personnel shall, to the best of their ability, administer or assist the student to administer a treatment. Employees working within their scope of duties shall be covered by the Board's liability insurance.
2. This policy is concerned with the provision of health support services in the following areas: oral medication, medical procedures, physical procedures, first-aid procedures and life-threatening situations.
3. This policy shall be administered in all instructional settings and in conjunction with the appropriate sections of the Out-of-School Education Policy (604).
4. Unless otherwise stipulated, the following shall apply only to those pupils under the age of 18 years. Principals should encourage those pupils who are adults to follow these procedures as well.

B. MEDICAL PROCEDURES

1. Medical procedures **SHALL NOT** be carried out except as stipulated in **Part H** of this Policy - Life Threatening Situations. Such procedures are the responsibility of the pupil, parent/guardian or Ministry of Health through the Community Care Access Centre Staff..
2. Employees of the Board **SHALL NOT** carry out deep or tracheal suctioning.
3. Shallow surface suctioning may be administered to a student when:
 - a) a physician has prescribed this treatment and;
 - b) the appropriate Board personnel have been instructed in the use of suctioning equipment by Community Care Access Centre Staff.

C. **PHYSICAL PROCEDURES**

1. Employees of the Board **SHALL NOT** perform any of the following physical procedures: **manual** expression of bladder/stoma, postural drainage, sterile **intermittent** catheterization and tube feeding. In addition, employees will not perform any invasive procedures, excluding the administration of Epi-Pens (see Glossary of Terms).
2.
 - a) Board personnel **MAY ASSIST** with certain physical procedures. These include, but are not limited to, lifting and positioning, assistance with mobility, feeding, toileting (including clean intermittent catheterization) and general physiotherapy, occupational therapy, and speech therapy programming.
 - b) Ministry of Health personnel will instruct Board personnel directly responsible for the pupil requiring one of these procedures.

D. **SCHOOL HEALTH SUPPORT SERVICE: COMMUNITY CARE ACCESS CENTRE**

- I. When a request is made for the provision of a support service designated as the responsibility of the Community Care Access Centre of the Ministry of Health, the Principal shall:
 - a) contact the parent/guardian to discuss the pupil's needs and to indicate the availability of service from the Community Care Access Centre;
 - b) complete the Community Care Access Centre - School Health Support Services Form 509-1 which can be obtained from Community Ca-e Access Centre), sending one copy to the Community Care Access Centre Case Manager, one copy to the parent/guardian, and retain one copy in the pupil's school file;
 - c) maintain in the pupil's Ontario Student Record the record **of** the request for service, the type of service, the date of initiation of service and **my** additional pertinent information.
2. When the Ministry of Health provides a support service outside the school setting that interferes with the pupil's education, the service may, by special arrangement

through the Community Care Access Centre and the Board, be similarly provided in the school setting.

E. **SCHOOL HEALTH SUPPORT SERVICES: WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT**

Dental Services

1. The Health Unit will provide dental screening examinations in certain schools as mandated under Health Protection and Promotion legislation. Some children identified with urgent dental needs are eligible to have the cost of required dental treatment covered through the following two government programs:
 - a) the Children in Need of Treatment program (CINOT)
 - b) the Ontario Works dental program (OW).
2. When a request is made by Dental Services of the Health Unit for dental screening of students, the principal will distribute information provided by the Health Unit prior to the scheduled screening.

Vaccine Preventable Diseases - Immunization Services

1. The Health Unit will request immunization information at school entry and periodically throughout the student's school career. The information will be assessed and students that require immunization for a variety of reasons will receive notice and possibly the opportunity to receive their immunization at a school clinic. "Consent to Treatment" for immunization is not governed by a particular age. Although most students may legally provide their own consent, it is recommended that parents are included in the decision-making process.
2. The collection of immunization information is included under the Immunization of School Pupils Act, 1982.

F. **FIRST-AID PROCEDURES**

1. Principals are encouraged to have a minimum of two staff members trained in the emergency level of first-aid and in the basic rescuer Cardio-Pulmonary Resuscitation (CPR). Persons holding such qualifications should re-qualify as required.

2. Principals shall ensure that:
 - a) all school personnel are aware of staff with first-aid and CPR training;
 - b) all school personnel are aware of the location of first-aid supplies;
 - c) appropriate first-aid equipment and supplies are available for school functions;
 - d) first-aid kits are maintained in accordance with the prescribed List of First Aid Materials;
 - e) emergency numbers are clearly posted at school telephones;
 - f) the First Aid Procedures Poster is posted in convenient locations;
 - g) consideration is given to having a person qualified in first-aid and in basic CPR in attendance at school functions.
3. Personnel who are administering first aid must also be aware and practice universal precautions in the handling and disposal of blood and body fluids. (See Resource Handbook)
4. When attending to an injured or ill pupil, the Principal or designate should check the medical information provided by the School Student Admission/Information Form.
5. **An** injury which requires a degree of urgency should be examined by an individual who has first aid training. The parents should be contacted immediately. The principal or designate should be promptly notified of the injury. If no school personnel are available to offer first aid and no instructions are received from the parent, medical advice should be sought (doctor/hospital/ambulance). (Reference First Aid Procedures Poster).
6. **An** injured or ill pupil shall not be permitted by the Principal to leave the school in his/her own care or in the care of another pupil without the approval of the parent/guardian.

G. MEDICATION

1. Medication for pupils shall be administered at home where possible.
2. The pupil's parent/guardian may be permitted to administer oral medication during school hours. Every attempt should **be** made to arrange times for such administration with the least possible disruption to all concerned.

3.
 - a) It is the responsibility of the parent/guardian to request permission from the Principal/Designate for a pupil under the age of 12 to possess and self-administer a medication.
 - b) A record of any parental permission received should be retained.
 - c) Epi-Pens should be carried on the person.
4. Medication shall be administered in a manner which encourages the pupil to take an appropriate level of responsibility and in a manner which allows for sensitivity and privacy.
5. Where oral medication must be administered to pupils by school personnel, it shall be in the following manner:

The parent/guardian must:

 - a) provide written authorization on the Consent for Administration of Oral Medication, #509-2;
 - b) deliver to the Principal or Designate the required medication in a labelled 'tamper-proof container';
 - c) ensure the container has a pharmaceutical sticker attached indicating the name of the child and directions for the administration and storage of physician prescribed medication.
 - d) instruct their child to attend the school office for medication as per the schedule for administration as established in conjunction with the school Principal.
6. The Principal or Designate should ensure the Administration of Oral Medication Log #509-3 is completed after each administration of a medication and retained in a designated area. If medication is not given or refused, reasons for such an omission must be noted in the Log and parental contact should be made.
7. The Principal or Designate should ensure medication to be administered by school personnel is kept in a secured location. Only authorized staff may access the stored medication. Any accidental administration of medication must be reported immediately to the Principal.

H **LEE-THREATENING SITUATIONS**

1. The Board recognizes that some pupils are at a high risk with respect to life-threatening situations. These students include, but are not limited to:
 - a) those who experience severe allergies and anaphylactic shock
 - b) those prone to severe asthma
 - c) those prone to seizures
 - d) those with diabetes
 - e) those who are medically fragile.
2.
 - a) Principals shall ensure that staff members (including educational assistants, itinerant and occasional teachers, bus operators, lunch supervisors and other authorized personnel) are made aware of high risk students in the school. In sharing such information, Principals must comply with the Municipal Freedom of Information and Protection of Privacy Act.
 - b) **A Life-Threatening Management and Prevention Plan** (Form 509-4) must be completed and reviewed annually for each student who is considered to be at a high risk with respect to a life-threatening situation.
3. The Life-Threatening Management and Prevention Plan will allow the principal, school staff, parents, bus operators and drivers to have access to procedures in order to deal with an emergency situation. The plan is developed with appropriate input from parent(s), school staff, public health nurse, Community Care Access Centre, and communicated to appropriate staff, bus operators and occasional teachers.
4. The Health Support Services Resource Handbook includes Guidelines that provide specific direction.
5. The parent/guardian of a high risk pupil should be strongly encouraged to have the proper identification on the student at all times (i.e. Medic Alert Bracelet) and is responsible for providing, in advance, supplies or equipment for any treatment **required** in a life-threatening situation.
6. When supplies or equipment are entrusted to the Principal, they shall not be used until instructions have been received in writing from the parent/guardian or qualified medical authority.

7. School staff, to the best of their ability, shall administer or assist the student to administer a treatment.

**APPENDIX C UPPER GRAND DISTRICT SCHOOL BOARD
Workplace Early Intervention Program (WEIP)**

Purpose Statement

The Upper Grand District School Board and its Employee Groups are committed to maintaining a supportive workplace environment. The goal of the program is to return employees to their pre-injury/illness job. Every effort will be made to provide suitable and meaningful work for any employee unable to perform regular duties as a result of a work or non-work related injury or illness.

Overview of the Program

Once a period of absence commences, employee and Principal/Supervisor maintain regular contact to remind the employee about the program and to identify whether the absence will result in some limitations or need of return to work assistance.

Once the fifth day of absence is reached, the Principal/Supervisor notifies the WEIP Coordinator of the absence

The WEIP Coordinator reviews available information and may request that the employee have his/her physician or therapist complete a form which details functional limitations.

Employee and Principal/Supervisor and/or WEIP Coordinator maintain ongoing communication geared to identifying when the employee will be able to return to productive work and what special needs he/she may have.

Once functional information is received, WEIP Coordinator reviews and assesses whether return to work is reasonable and what special needs might exist, and:

- If medical status is not improved/stable, makes a note to follow up in the future, or;
- If appropriate, notifies the Principal/Supervisor to work with the employee, as well as the WEIP Coordinator, if applicable, to develop a return to work plan which sets out duties and working hours/days as well as time targets, and/or;
- Consults with the Benefit Coordinator to decide whether an LTD application package should be provided to the employee.

Employee returns to work and the return to work plan is implemented, if applicable. The Principal/Supervisor and/or the WEIP Coordinator monitor the plan to ensure everything is progressing on schedule. The employee notifies the Principal/Supervisor or the WEIP Coordinator immediately if there are any concerns emerging.

The return to work plan is completed and the employee returns to his/her regular, pre-injury/illness job. The Principal/Supervisor continues to monitor for a short period to ensure the employee can manage full duties.

In the event that the employee has a permanent impairment and cannot return to his/her regular, pre-disability job, the Program Coordinator will liaise with the Executive Officer of Human Resources and other appropriate parties to locate a suitable permanent placement.

PROCEDURES

A. FOLLOW-UP PROCESS:

- When an employee is absent from work, he/she is responsible for developing a schedule for ongoing contact with the Principal/Supervisor, and to call in or meet with the Principal/Supervisor at the agreed upon times. The purpose of the contact is to maintain a workplace connection, by keeping the employee up-to-date with events at the workplace and to remind the employee about the program. In addition, the employee will be responsible for providing information about any-expected limitations or return to work assistance that may be necessary. An employee may, at any time choose to maintain contact with the Early Intervention Program Coordinator directly.
- If an employee has been absent for a period of 5 or more working days, the Principal/Supervisor will notify the Program Coordinator. The Principal/Supervisor will continue to be responsible for maintaining contact with the employee thereafter, and to keep the Program Coordinator up-to-date.
- In the event the employee notifies the Principal/Supervisor of a planned absence for medical reasons, the Principal/Supervisor should notify the Program Coordinator right away. This will allow for early return to work planning to begin, even before the employee misses the first day of work.

B. DETERMINING THE FEASIBILITY OF RETURN TO WORK

- The program Coordinator will decide when it is appropriate to request information about functional limitations which may inhibit the employee's ability to work at his or her regular job. The employee will be provided with a form to take to his/her designated health care provider for completion.
- Once the completed form is received, the Program Coordinator will review the information, and make an assessment about return to work potential. The Program Coordinator will notify the Principal/Supervisor of the results, and will obtain any further updates on the employee's condition that the Principal/Supervisor may have.

C. RETURN TO WORK:

1. **Return to Regular Duties:**

- In many situations, the employee will return to his/her pre-disability job with no need for assistance. While these returns are straightforward, the Principal/Supervisor will still check with the employee and, if appropriate, remind the employee about the program and the assistance that is available if problems occur. In addition, the Principal/Supervisor will provide information about the return to work to the WEIP Coordinator for program measurement purposes.

2. **Return to Modified Duties:**

- In other situations, the employee will not be able to return to his/her pre-disability job right away, but will be capable of performing work that is suitable to the limitations or restrictions which might result from the disability. In these situations, return to work assistance may be necessary to help build strength and stamina to prepare for return to regular duties. Return to work assistance may include any or all of changed duties, reduced hours or changed shifts.
 - a) For straightforward situations the Principal/Supervisor and the employee may simply agree on and implement the required modifications. The Principal/Supervisor is responsible for letting the Program Coordinator know about the assistance that has been provided, and for how long. The Principal/Supervisor will also be responsible for monitoring the employee's progress regularly throughout the period of assistance and for several days after return to regular duties to ensure there are no concerns.
 - b) For more complex situations, the Program Coordinator will work with the Principal/Supervisor and the employee to design and implement a return to work plan. The employee has the right to request the involvement of his/her collective bargaining agent in these discussions. The resulting plan will be documented and signed by the employee, Principal/Supervisor and the Program Coordinator. The Principal/Supervisor and employee are responsible for implementing the plan and monitoring the employee's progress. Where concerns arise, the Program Coordinator will be notified by the employee or Principal/Supervisor and will assist, as necessary, in resolving the concern(s).
- Infrequently, an employee will be permanently disabled and will never be able to return to his or her regular, pre-disability job. In these situations, the Program Coordinator will be responsible to work with the Executive Officer of Human Resources and other appropriate parties to seek alternate job duties for the employee, in accordance with standard Board of Education policy.

3. **Involvement of External Parties:**

- The WEIP Coordinator will:
 - determine when it is appropriate to involve external parties;
 - assist with gaining access to the medical system when requested to do so by the employee.

D. MAKING APPLICATION FOR LONG TERM DISABILITY

- Benefits staff in Human Resources will identify when an employee has been absent for a period which approximates one-half the LTD qualifying period. In consultation with the WEIP Coordinator, they will determine when it is appropriate for the employee to complete an application for LTD benefits and will provide a package to the employee.
- Completed LTD applications may be forwarded by Human Resources staff or sent directly to OTIP, who will be responsible to forward the application to the insurer and to follow up on any missing information. In addition, OTIP will monitor the insurer's decisions and will assist the LTD applicant as necessary.
- The WEIP Coordinator will represent the Board at regular case review meetings with the insurer, OTIP, WSIB, etc., as applicable. The goal of the meetings is to provide updates to all parties on the progress being achieved by employees who are absent, are on modified work programs and/or are on disability benefits.

**LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF, EA/SPA BARGAINING UNIT**

RE: Contracting Out

The Board agrees that during the term of this collective agreement:

- a) No bargaining **unit member shall be** laid off, or have their hours of **work** reduced **as** a result of the Board contracting out **my of that bargaining unit member's work** or services.
- b) No employee shall be laid off owing to **the** use of **an** individual working under any government **program** in positions covered **by this** bargaining unit.

Dated at Guelph this 20th day of May, 2000.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

Berna Zakaria
Brenda Wood
M. Mauldon
Kathy Ingram
Mark Hamilton
Jarcy Richardson

Joseph Melrose
Mary Mackenzie
Keith Jordan