

**COLLECTIVE AGREEMENT**

between

**Nipissing-Parry Sound Catholic District School Board**  
(hereinafter called the "Board")

and

**Canadian Office and Professional Employees' Union**  
**Local 529**  
(hereinafter called the "Union")

**September 1, 2004 to August 31, 2008**

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## **ARTICLE 1 - GENERAL PURPOSE**

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

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all employees of the Nipissing-Parry Sound Catholic District School Board in the Districts of Nipissing and Parry Sound, save and except human resources/payroll clerks, human resources/payroll clerk-secretary, supervisors, persons above the rank of supervisors, persons regularly employed for less than sixteen and one quarter (16 1/4) hours per week, students employed during the summer, persons for whom any trade union held bargaining rights as of September 13, 1989, Communications Officer, Secretary to the Director of Education, Secretaries to Superintendents, Senior Payroll Clerk and Translator.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive right and authority of the Employer subject to the terms and provisions of this Agreement:
- a) to maintain order, discipline and efficiency;
  - b) to hire, direct, classify, transfer, promote, demote, lay-off, suspend or discharge and discipline employees for just cause;
  - c) generally to manage and operate the schools and enterprises in which the Employer is engaged in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines and equipment to be used, the allocation and number of employees required from time to time, and all other matters concerning the Employer's operations not otherwise specifically dealt with in this Agreement;
  - d) to establish and enforce rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent with the provisions of this Agreement. Rules and regulations shall be delivered by the Employer to all employees and one (1) copy forwarded to the Union.

## **ARTICLE 4 - DEFINITIONS**

- 4.01 The term "employee" as used herein shall mean all employees as described in Article 2.01 of this Agreement.
- 4.02 The term "part-time employee" as used herein shall mean any employee who works sixteen and one-quarter (16 1/4) hours per week or more but less than thirty-two and one-half (32.5) hours per week.
- 4.03 The term "probationary employee" as used herein shall mean any new employee who will not be placed on the appropriate seniority list or entitled to any seniority rights until he/she has been in the employ of the Board for one (1) year from date of hiring in the case of Social Workers, Speech-Language Pathologists, Psychometrists, Behaviour Management Counselors, Communication Disorders Assistants, Behaviour Management Assistants, and for three (3) months from date of hiring for all other job classification groups.
- 4.04 The term "seniority employee" as used herein shall mean all employees who have completed their probationary period.
- 4.05 The term "temporary employee" as used herein shall be any employee employed for a period of thirty-one (31) or more consecutive days of service but not more than six (6) months, or employed to replace an employee on a leave of absence extending beyond six (6) months, but not to exceed 18 months.
- 4.06 The term "bargaining unit" as used herein shall be all employees as described in Article 2.01 of this Agreement.
- 4.07 The term "immediate family" as used herein shall include the employee's spouse, son or daughter, mother, father, sister, brother, step-children, step-sister, step-brother and step- parents.
- 4.08 The term "job classification groups" as used herein shall include Educational Assistants, School Support Unit Secretaries, Library-Resource Technicians, Information Systems Technologists, Central Office Clerks, Operator Programmers, Clerk-Secretaries, Central Administration Unit Secretaries, Printing Clerks, Social Workers, Speech-Language Pathologists, Psychometrists, Behaviour Management Counselors, Behaviour Management Assistants, Communication Disorders Assistants, or as established through pay equity or the creation of new positions.
- 4.09 The term "geographic location" as used herein shall mean, City of North Bay, Powassan, West Nipissing and East Nipissing.
- 4.10 The term "working day" as used herein shall mean a day other than Saturday, Sunday or a recognized holiday.
- 4.11 The term "instructional day" as used herein shall mean a day in which pupils are in attendance, as defined in the annual School Year Calendar.
- 4.12 The term "school day" as used herein shall include instructional days and professional activity days as defined in the annual School Year Calendar.

4.13 The term "designate" as used herein means a person designated in writing.

#### **ARTICLE 5 - GENERAL TERMS**

5.01 Wherever the feminine gender is used, it shall be deemed to include reference to the masculine gender, wherever applicable, and wherever the singular is used it shall be deemed to include reference to the plural, wherever applicable.

5.02 The Employer shall not require any employee of the bargaining unit to make any written or verbal agreement which contravenes the terms of this Agreement.

5.03 The Board will supply all employees and new employees in the bargaining unit with a signed copy of this Agreement.

5.04 The term "Board" and "Employer" may be interchangeable for the purpose of this Agreement.

#### **ARTICLE 6 - UNION SECURITY**

6.01 All employees covered by this Agreement shall become and remain members of the Union as a condition of employment. New employees on their date of hire, as a condition of employment, shall make application for membership in the Union within five (5) days of being hired and shall make regular dues payment and initiation fee payment commencing on date of hiring.

The Board will inform all employees of this condition of employment at time of hiring and new employees shall be presented with a copy of the Collective Agreement upon commencement of employment.

6.02 The Board will deduct dues, as specified by the Union, from the pay of each employee in the bargaining unit.

The Board will also deduct an initiation fee as specified by the Union for each new employee hired into the bargaining unit. In addition, the Board will deduct regular monthly dues from temporary employees as defined in Article 7.

The Board shall remit the dues and initiation fees deducted to the Secretary-Treasurer of the Union, accompanied by a list of those employees from whom dues and initiation fees were deducted, within fifteen (15) days after the end of the month from which it applies.

6.03 Deductions will be made twice monthly from the first and second pays in the month.

6.04 The Union shall notify the Board in writing as to the deductions to be made by the Board for regular monthly dues and the initiation fees. Notification of deductions or any changes in deductions shall be sent to the Board by registered mail.

6.05 The Union agrees to save and indemnify harmless the Board against any claim or liability arising out of or resulting from the collecting and forwarding of such dues.

#### **ARTICLE 7 - TEMPORARY EMPLOYEE**



- 7.01 A temporary employee means a person employed for a period of thirty-one (31) consecutive days of service but not more than six (6) months, or employed to replace an employee on leave of absence extending beyond six (6) months but not to exceed eighteen (18) months.
- 7.02 (a) Temporary employees will not be employed by the Board while there are qualified employees in the seniority unit on layoff.
- (b) The employee on layoff shall be recalled and shall be given a thirty (30) day trial period.
- 7.03 Within fifteen (15) days of the appointment, the Union will be advised by the Board the names of all temporary employees along with the duties, location and position of the temporary employee and the length of the assignment for assignments in excess of thirty (30) working days.
- 7.04 Temporary employees hired for more than thirty (30) days of continuous service shall not be required to make application for membership in the Union, but shall, as a condition of continuing employment, pay monthly dues thereafter. Temporary employees shall not have recourse to the grievance procedure for dismissal or discipline and shall not be entitled to any seniority rights under this Agreement.
- 7.05 Temporary employees shall be paid an additional six percent (6%) total in lieu of the following: recognized paid holidays except as required by the Employment Standards Act, four percent (4%) vacation pay, pension, jury leave, bereavement leave, pregnancy leave top-up, paternity leave, sick leave and group insurance plans provided for permanent employees.
- 7.06 Temporary employees shall be assigned the lowest salary within the job classification for which they are hired in the work location, providing there are no qualified permanent employees available to fill a temporary assignment in accordance with the provisions of the Collective Agreement.
- 7.07 A temporary employee shall receive the designated rate of pay for her assignment of work and shall be entitled to the designated overtime rate of pay, wherever applicable, in accordance with Article 15, 16 or 17 of this Agreement.
- 7.08 An employee on layoff who is called back to work on temporary assignment shall receive her previous rate of pay prior to layoff provided the assignment is within the previous job classification group.
- 7.09 Temporary employees shall participate in Union Professional Activity Days.

## **ARTICLE 8 - UNION RIGHTS AND ACTIVITY**

- 8.01 All committee members shall be seniority employees of the Board.

- 8.02 The Board acknowledges the right of the Union to appoint or select three (3) steward representatives, all of whom will constitute the grievance committee.
- 8.03 The Union shall give to the Board in writing the name and jurisdiction of each steward representative and committee member.
- 8.04 All correspondence between the parties shall pass between the Director of Education of the Board or designate, and the Vice-President of the Union unless otherwise stipulated in any provision of this Agreement.
- 8.05 The Union may have the services of a staff representative and/or advisor during negotiations to renew or amend this Collective Agreement.
- 8.06 The privileges of a grievor and her steward to leave their work without loss of pay to take part in the grievance procedure shall be granted subject to the prior approval of their supervisor(s).

Should the nature of a grievance require a steward to visit the work area of an aggrieved employee, she shall request permission of her supervisor and of the supervisor of the work area she is to visit. A time mutually satisfactory to the parties involved shall be set for such a visit.

## **ARTICLE 9 - SENIORITY**

- 9.01 An employee will be considered on probation and will not be placed on the seniority list or be entitled to any seniority rights until she has been in the employ of the Board in a permanent position for one (1) year from date of hiring in the case of Social Workers, Speech-Language Pathologists, Psychometrists, Behaviour Management Counselors, Communication Disorders Assistants, Behaviour Management Assistants and for three (3) months from date of hiring for all other groups. After completion of the probationary period the seniority of the employee shall be dated back to the last date of hiring.
- 9.02 There shall be two (2) seniority lists as follows:
- i) School Support Unit
  - ii) Central Administration Unit

Seniority lists shall be established for employees covered by this Agreement. Such seniority lists shall be updated and posted annually on all workplace bulletin boards on February 1<sup>st</sup> of each year with a copy of each list sent to the Union. The seniority lists will show the employee's name, date of last appointment to probationary staff and years (or fraction thereof) of seniority credit, and job classification.

Employees shall have thirty (30) days in which to file a complaint against their seniority standing.

- 9.03 a) Seniority shall mean length of continuous service in a permanent position with the Board.
- b) Seniority for permanent full time, ten (10) month employees shall be considered twelve (12) months continuous service. Each school month of employment

since date of last appointment to probationary staff equals .1 year of seniority credit.

- c) Seniority for permanent part-time employees shall be pro-rated on twelve (12) months continuous service.
- d) A temporary employee who accepts a permanent position with the Board shall, upon completion of the probationary period, be entitled to all benefits under the collective agreement. The employee shall be credited with seniority backdated to include all continuous service in the temporary position since the most recent date of hire.

9.04 An employee shall continue to accumulate seniority under the following conditions:

- a) during an absence due to illness, accident or on L.T.D.;
- b) while on Workplace Safety and Insurance Board leave;
- c) while on approved leave of absence;
- d) while on Pregnancy or Parental Leave;
- e) while working scheduled time (which includes vacations and holidays).

9.05 An employee shall lose her seniority under the following conditions:

- a) if she leaves the employ of the Board;
- b) if she is discharged for just cause and such discharge is not reversed through the grievance procedure;
- c) if she fails after a layoff to return to work within seven (7) working days after the Board has given her notice of recall by registered mail, unless an extension is granted by the Board;
- d) if she is laid off by the Board in excess of twenty-four (24) months;
- e) if she fails to return to work after the expiration of any leave granted, without a bona fide reason.

9.06 Educational Assistants

Tie Breakers

If two or more employees have equal seniority credit, the date of appointment to the supply list shall be used to determine seniority. If still tied, a method of lot will be used which will be mutually agreed upon by the parties.

9.07 If any employee of the Board who is not covered by this Agreement transfers to a position covered by this Agreement, then her seniority shall commence as of the date of her transfer to the bargaining unit.

The employee, however, will retain any accrued service credits from her previous employment with the Board for the purposes of vacation entitlement and grid placement.

9.08 Transfers

In the event of a transfer, which occurs during the school year, seniority shall be used in its reverse order, beginning with the most junior employee of the seniority unit in the

geographic location where the transfer occurs who shall be the first to be transferred, provided that they possess the qualifications and skills to perform the required task. Qualifications being equal, seniority shall be the deciding factor. In the event of a transfer, the Employer shall provide ten (10) working days notice, in writing, to the employee affected.

- 9.09 If a seniority employee accepts a temporary assignment outside of the bargaining unit not to exceed twelve (12) months in duration, she shall continue to accumulate her seniority.
- 9.10 If an employee accepts a permanent position outside of the bargaining unit, her seniority shall be frozen and not accumulate beyond the day of leaving the bargaining unit. If an employee chooses to return to the bargaining unit, her accrued seniority within the bargaining unit will be recognized.

#### **ARTICLE 10 - LAYOFF AND RECALL**

- 10.01 In the event of layoff, seniority shall be used in its reverse order, beginning with the most junior employee of the seniority unit in the geographic location where the layoff occurs who shall be the first to be laid off.

No new employee shall be hired until all qualified laid off employees in her seniority unit have been recalled. In the event an employee is subject to layoff, she shall have the right to displace a junior employee in her classification group, within her seniority unit in the geographic location where the layoff occurs.

In cases of layoff, an employee with the required qualifications may use their unit seniority to displace an employee with less seniority in the same seniority unit in any geographic location as set out above.

In the event of a permanent lay-off or a reduction in work in schools, the Employer shall provide 10 working days notice, in writing, to the employee affected.

- 10.02 Employees shall be recalled in the reverse order of layoff. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of her current address. The employee shall return to work within seven (7) working days of notice of recall, unless an extension has been granted by the Board.
- 10.03 Before the Board employs a person from outside staff, an employee on layoff and subject to recall shall, for a period of twenty-four (24) months commencing from the date of layoff, be given first opportunity to perform supply work or to fill a temporary assignment which they are qualified to perform within the bargaining unit.
- 10.04 The Board shall notify the Union as to the names of all bargaining unit employees who have been laid off or recalled under these procedures.

#### **ARTICLE 11 - CONTRACTING OUT**

11.01 No employee in the bargaining unit shall be laid off or suffer a loss of their regular hours of work or pay as a result of the contracting out of bargaining unit work.

## **ARTICLE 12 - NO DISCRIMINATION OR HARASSMENT**

12.01 The parties agree that there shall be no discrimination, interference, restriction or coercion with respect to any employee because of any activity or lack of activity in the Union.

12.02 The parties agree in accordance with the Ontario Human Rights Code, there shall be no harassment and no discrimination by the Board against any employee because of race, ancestry, place of origin, colour, ethnic origin, sex, age, record of offenses, marital status, family status, or handicap.

## **ARTICLE 13 - NO STRIKES OR LOCKOUTS**

13.01 During the term of this Agreement, the Board and its representatives shall not cause any lockouts, and the Union agrees that neither it nor its representatives shall cause or sanction any strikes.

13.02 In the case of an illegal or legal strike/protest/work stoppage by any other employee group within the employ of the Board, which our bargaining unit is not in favour of supporting, which may affect our bargaining unit, bargaining unit members shall be given 10 working days notice of lay off when such a lay off may occur.

## **ARTICLE 14 - JOB POSTING PROCEDURE**

14.01 When a permanent position or a temporary position exceeding (thirty-one) 31 consecutive working days becomes vacant or is created, the Board will post the notice of vacancy within five (5) working days of the Board becoming aware of the vacancy or newly created position, for a minimum period of five (5) working days in all schools and Board office covered by this Agreement. All subsequent vacancies will be posted within five (5) working days. Nothing herein obliges the Board to designate a vacancy or prevents the cancellation of a posting.

Summer postings will be sent to all employees on layoff.

No position will be posted if there are qualified laid-off employees who possess the skills required to fill the vacancy. These positions will be filled in accordance with Article 10.02 (Layoff and Recall).

- 14.02 a) In filling any posted permanent vacancies under this agreement, the Board shall base its decision on the basis of qualifications and skills to perform the required task. Qualifications being equal, seniority shall be the deciding factor:
- i) first by bargaining unit employees who have made application from the seniority unit where the vacancy occurs, and if there are no applicants;

- ii) from all employees in the other seniority unit of the bargaining unit who have made an application for the vacant position;
  - iii) if there are no qualified applicants from the bargaining unit, the Employer may fill the position in the most convenient manner.
- b) Notwithstanding the above, employees shall not be considered for a temporary position unless the position would result in:
- i) an increase in the total number of hours worked; or
  - ii an increase in pay; or
  - iii a reduction in kilometrage traveled between the employee's residence and the workplace. For the purpose of this article, all schools within the City of North Bay are deemed to be the same distance from an employee's residence.

14.03 Either party may request to defer the transfer of a successful candidate who is leaving a position in which he or she works directly with one or more students when an immediate transfer would interfere with the well-being of an individual student. The affected employee shall suffer no loss of pay, benefits or seniority. Agreement by either party shall not be unreasonably withheld. In no circumstances shall the transfer be deferred beyond the start of the following school year.

14.04 Promotion is hereby defined as a move from a lower classification to a higher classification level and a transfer is hereby defined as a move from one position to another within the same classification level.

14.05 The Board shall interview all qualified internal applicants and give a written reply to the successful applicant. Interviews will be conducted during regular working hours wherever possible.

14.06 The successful applicant will be placed on a trial basis for a period of up to three (3) working months. In the event that in the Board's opinion the employee does not prove satisfactory, or at the employee's own request, at any time during the trial period she shall return to her former position without loss of seniority or former salary, and any other employee displaced because of the rearrangement of position shall also be returned to her former position without loss of seniority and former salary.

14.07 The Board shall, within ten working days, notify the President of the Union of the names of all successful applicants to posted vacancies.

**ARTICLE 15 - HOURS OF WORK FOR EDUCATIONAL ASSISTANTS AND SCHOOL SUPPORT UNIT SECRETARIES (EXCLUDING SECONDARY SCHOOL SECRETARIES)**

15.01 i) School Support Unit Secretaries:

The regular hours of work shall be seven (7) hours per day, between 8:15 a.m. and 4:30 p.m, exclusive of the lunch break Monday to Friday, from the first school day to the last school day of the school year.

ii) Educational Assistants:

The regular hours of work shall be six and one-half (6.5) hours per day, between 8:30 a.m. and 3:30 p.m., exclusive of the lunch break Monday to Friday, from the first instructional day to the last instructional day of the school year.

15.02 Employees will not be required to work overtime.

15.03 Employees shall be entitled to a minimum of one-half (½) hour lunch period.

15.04 All employees will receive a fifteen (15) minute rest period during each half of the normal work day.

15.05 Lieu time off may be taken by mutual agreement between the Immediate Supervisor and the employee.

15.06a) The school year of employment for secretaries may be extended to five (5) days either following school closure or prior to school opening subject to the individual principal's needs. Such additional days shall be compensated by equivalent time off during the school year or with pay.

b) The school year for educational assistants may be extended by one (1) day either following school closure or prior to school opening subject to the individual principal's needs. Such additional day shall be compensated by equivalent time off during the school year or with pay.

**ARTICLE 16 - HOURS OF WORK AND OVERTIME FOR SECONDARY SCHOOL SECRETARIES, TECHNOLOGISTS AND OTHER CENTRAL OFFICE EMPLOYEES**

16.01 i) The regular hours of work of secondary school secretaries, central office employees and technologists shall be seven hours per day, thirty five hours per week between 8:00 a.m. and 4:30 pm., exclusive of lunch break, Monday to Friday.

ii) Technologist positions may be posted at seven hours per day, thirty-five hours per week, between the hours of 7:00 a.m. and 8:00 p.m., provided that there shall be no split shifts. Positions with work hours prior to 8 a.m. or later than 5:00 p.m. shall be filled only through the job posting procedure (vacancies) or the exercise of seniority rights.

iii) The regular hours of work during July and August for twelve (12) month employees shall be six (6) hours per day between 7:30 a.m. to 4:00 p.m., exclusive of the lunch break, Monday to Friday.

16.02 Employees shall be entitled to a minimum of one-half (½) hour lunch period.

- 16.03 Overtime for central office employees at the rate of time and one-half (1-1/2) the employee's regular straight time rate of pay will be paid for authorized work performed:
- i) in excess of seven (7) hours per day,
  - ii) in excess of thirty-five (35) straight time hours per week.
- 16.04 Employees, except central office employees, will not be required to work overtime.
- 16.05 Lieu time off at the applicable premium rate may be taken by mutual agreement between the Immediate Supervisor and employee. Such approval shall not be unreasonably withheld.
- 16.06 All employees will receive a fifteen (15) minute break period during each half of the normal work day, except during the months of July and August, and during any overtime assignment lasting three (3) hours or more.
- 16.07 A meal allowance of ten dollars (\$10.00) shall be paid where an employee is required to work overtime immediately after the end of her normal quitting time and where overtime extends up to 7:30 p.m. or later.
- 16.08 Where an employee is called back to work without previous notice after she has completed her normal work day and has left the premises of the school or Board office (s), she shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times her regular straight time rate of pay.
- 16.09 Employees who are required by the Board to travel out of the Municipality of their work assignment(s), during the work day, shall be paid a meal allowance of ten (\$10.00) per day.

This will not apply to Professional Development Days.

Employees who are required to travel out-of-town will be reimbursed for meals, travel and accommodations according to Board policy.

**ARTICLE 17 - HOURS OF WORK FOR SOCIAL WORKERS, SPEECH LANGUAGE PATHOLOGISTS, COMMUNICATION DISORDERS ASSISTANTS, PSYCHOMETRISTS AND BEHAVIOUR MANAGEMENT COUNSELORS**

- 17.01 The regular hours of work shall not exceed thirty-five (35) hours per week, exclusive of the lunch break, Monday to Friday.
- 17.02 Employees will not be required to work overtime.
- 17.03 Social Workers, Speech-Language Pathologists, Communication Disorders Assistants, Psychometrists and Behaviour Management Counselors will not be required to work during July and August and shall be paid on a twelve (12) month basis.



17.04 Employees shall be entitled to a minimum of one-half (½) hour lunch period.

17.05 The school year of employment for Social Workers, Speech Language Pathologists, Psychometrists, Behaviour Management Counselors and Communication Disorders Assistants may be extended to three (3) days either following school closure or prior to school opening subject to the approval of the appropriate Superintendent. Such additional days shall be compensated by equivalent time off during the school year.

## **ARTICLE 18 - RECOGNIZED PAID HOLIDAYS**

18.01 The following holidays shall be recognized and all employees shall receive one (1) day's pay for:

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

18.02 Floating Days

Floating holidays shall apply to all ten (10) month employees, shall not be cumulative and shall be based on the school year (September to June). For part-time employees, floating holidays shall be prorated based on the percentage of time worked.

- i) Employees, who have completed two (2) years' service shall receive one (1) additional floating holiday to be taken at a time convenient to the employee, subject to the approval of the Immediate Supervisor. Such approval shall not be unreasonably withheld.
- ii) Employees who have completed five (5) years' service shall receive two (2) additional floating holidays to be taken at a time convenient to the employee, subject to the approval of the Immediate Supervisor. Such approval shall not be unreasonably withheld.
- iii) Employees who have completed eleven (11) years' service shall receive three (3) additional floating holidays to be taken at a time convenient to the employee, subject to the approval of the Immediate Supervisor. Such approval shall not be unreasonably withheld.

18.03 If a recognized holiday falls upon an employee's day off, then such employee shall have her choice of an additional day's pay or an additional day off with pay in lieu of the holiday, at a time mutually satisfactory to the Immediate Supervisor and the employee concerned.

18.04 If any of the recognized holidays in sub-section 18.01 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 holiday in accordance with the provisions of this Article. If any of the recognized holidays in sub-section 18.01 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 holiday under this Agreement.

- 18.05 Subject to Article 19, if a recognized holiday referred to in this Agreement falls within an employee's vacation period, then the employee will receive an additional day off with pay.
- 18.06 Social Workers, Speech Language Pathologists, Communication Disorders Assistants, Psychometrists and Behaviour Management Counselors will not be required to work during the Christmas Break and March Break and shall be paid for such days in addition to the holidays listed in Article 18.01.
- 18.07 Educational Assistants, Behaviour Management Assistants and School Support Unit Secretaries (excluding secondary school secretaries) will not be required to work during the Christmas Break and March Break and shall be paid for such days.

#### **ARTICLE 19 - VACATIONS WITH PAY**

- 19.01 All employees working on a twelve (12) month basis, except for Social Workers, Speech Language Pathologists, Communication Disorders Assistants, Psychometrists and Behaviour Management Counselors, shall receive annual vacation with pay in accordance with their years of employment as follows:

less than one (1) year	one and one quarter (1-1/4) days per month
one (1) year or more	sixteen (16) working days
in the school year of the eighth (8 <sup>th</sup> ) anniversary and up to the fifteenth (15 <sup>th</sup> ) anniversary	twenty-one (21) working days
in the school year of the sixteenth (16 <sup>th</sup> ) year anniversary and up to the nineteenth (19 <sup>th</sup> ) anniversary	one (1) additional day for each additional
in the school year of the twentieth (20 <sup>th</sup> ) anniversary and up to the twenty-fourth (24 <sup>th</sup> ) anniversary	twenty-six (26) working days
in the school year of the twenty-fifth (25 <sup>th</sup> ) anniversary and each year thereafter	thirty-one (31) working days

For part-time employees, vacations shall be pro-rated based on the percentage of time worked.

- 19.02 All employees working on a twelve (12) month basis may accumulate up to one hundred and fifty percent (150%) of their annual vacation entitlement at any given time.
- 19.03 Preference in choice of vacation dates shall be in accordance with seniority and subject to the approval of the immediate supervisor.
- 19.04 Where an employee is hospitalized during her vacation period, there shall, upon submission of a medical certificate stating such to the Employer, be no deduction from vacation credits for such absence.
- 19.05 Employees shall be credited for vacation entitlement as of September 1st of each year. Annual credits shall be calculated in accordance with the number of years of service completed at any time during the current year.

Should an employee leave the Board's employ for whatever reason, the Board shall be reimbursed for any unearned vacation days taken. Employees who work part-time are eligible for a pro-rated vacation based upon the time actually worked during the twelve (12) month period ending on their anniversary date.

- 19.06 Upon termination of employment, employees shall be paid for all vacation time still outstanding.

## **ARTICLE 20 - DISCHARGE AND DISCIPLINE**

- 20.01 No employee shall be disciplined or discharged without just cause.
- 20.02 An employee is entitled, prior to discharge, to be notified in writing by the Director of Education of such action. The employee shall be given the opportunity to meet with the Board and shall be advised in advance of the time and place of the meeting. The employee shall have the right to be accompanied by a Union Representative.
- 20.03 The Board shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any written reply by the employee shall become part of her record. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered to be an admission that such discipline was justified. The record of any disciplinary action shall be removed from the employee's file after twenty-four (24) months following such action, providing that there has been no reoccurrence of the problem.
- 20.04 A grievance for discipline or discharge shall be taken up at Step 2 of the grievance procedure.
- 20.05 An arbitrator shall have the power to modify any penalty imposed by the Board and to take whatever other action is just and equitable in the circumstances.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

- 21.01 The parties to the Agreement agree that it is of the utmost importance to address grievances as quickly as possible.

The term "grievance" shall mean a difference arising from the interpretation, application, administration, or alleged violation of this Agreement.

An employee with a grievance shall first discuss the matter with the employee's immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance. If the complaint or grievance is not then satisfactorily resolved within five (5) working days, the grievance procedure outlined below will be followed:

Step No. 1

The grievor and/or representative of the union shall present the grievance in writing to the immediate supervisor with a copy to the Director of Education or designate within ten (10) working days of the previous discussion. The response to the grievance shall be delivered in writing within five (5) working days following the day on which the grievance was presented. If a settlement satisfactory to the grievor is not reached the union may, within five (5) working days following receipt of the written response, deliver or mail a written request to the Director of Education or designate, requesting a meeting at Step No.2.

Step No. 2

A meeting will be held within five (5) working days between the grievor together with a representative of the Union and the Director of Education or designate. A staff representative of the Union may be present at this meeting. The Director of Education or designate shall deliver a written decision to the representative of the union within five (5) working days of such meeting.

## **ARTICLE 22 - UNION AND/OR GROUP GRIEVANCES**

- 22.01 Union and/or group grievances shall be filed at Step 2 of the grievance procedure.

## **ARTICLE 23 - ARBITRATION**

- 23.01 Any grievance concerning the interpretation, application, administration or alleged violation of this Agreement which has been processed through the grievance procedure and which has not been settled, will be referred to arbitration at the request of either party. The notice for arbitration must be given in writing within fifteen (15) working days after receipt of the decision at Step 2.
- 23.02 The grievance shall be heard by a single Arbitrator unless either party provides written notice to the other, no later than five (5) working days after the delivery of the notice of arbitration, that it requires that the grievance be heard by a three-person Board of Arbitration, In such case, the notice shall include the name of the requesting party's nominee to the Board of Arbitration. The party receiving such notice shall have five (5) working days to appoint its nominee, and the nominees together shall have a further

five (5) working days to appoint a chairperson.

- 23.03 If the parties fail to agree to a single Arbitrator within ten (10) days of the notice for arbitration, or if their nominees fail to appoint a chairperson as provided above, either party may request that the Ontario Minister of Labour make the nomination.
- 23.04 The Board of Arbitration or single Arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Board of Arbitration or single Arbitrator, but if there is no majority decision, the decision of the chairperson shall govern.
- 23.05 The Board of Arbitration or single Arbitrator shall not have any power to add to, delete from, or modify the provisions of this Agreement or to substitute any new provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 23.06 Each party hereto shall bear its own costs and incidentals to any such arbitration proceedings. The fees and charges of the Chairperson of the Board of Arbitration or single Arbitrator shall be borne equally by the parties hereto.
- 23.07 Employees whose attendance is required at arbitration hearings shall receive permission from the Employer to be absent from work. Time spent in such proceedings during the working day shall be considered time worked.

#### **ARTICLE 24 - LIAISON COMMITTEE**

- 24.01 a) A Liaison committee shall be established to deal with issues related to the work place.
- ii The Committee shall consist of equal representatives of the Board and COPE Local 529.
- ii The Committee shall meet once per term or at the request of either party.
- ii The Liaison Committee shall consider and attempt to resolve all issues of mutual concern with the object of promoting positive relationships between the employer and employees. It is understood that this Committee shall have no power to alter, amend, add to or modify the terms of this Agreement.
- ii An employee while attending the Committee shall receive wages, benefits, experience and seniority as if actively at work and to the extent that they shall suffer no loss of regular earnings.

#### **ARTICLE 25 - PERSONAL LEAVE OF ABSENCE**

- 25.01 An employee may be granted paid leave by the Director of Education or designate under unusual circumstances, to a maximum of five (5) days per calendar year, for the purposes of:

- i) when an employee is required to be absent because of a sudden accident or illness within the immediate family. Medical evidence shall be required.
- ii) when an employee is required to travel out of the Board's geographic location to comply with a medical referral of the employee, spouse, son, daughter, father or mother. Medical evidence shall be required.

Upon the approval and at the discretion of the Director of Education, where an exceptional circumstance necessitates the employee's absence from duties, further leave beyond the five (5) days provided above may be granted for reasons outlined above, provided that the employee attests that all reasonable measures were taken to avoid the absence.

- 25.02 When an employee is required to write an examination, the employee shall be granted the full day off on the day of the examination, subject to neither loss of pay nor deductions from sick leave credit, provided the examination is written during work hours and such examinations are written in conjunction with improvements of the employee's qualifications or professional standing.
- 25.03 Upon the written approval of the Director of Education, leave of absence without pay for a period up to twelve (12 months) may be granted to an employee for personal reasons.

## **ARTICLE 26 - PREGNANCY/PARENTAL LEAVE**

- 26.01 a) Pregnancy leaves shall be in accordance with the Employment Standards Act.
  - b) The Board shall pay 95% of the employee's regular salary during the first two (2) weeks of the pregnancy leave provided the employee is eligible for employment insurance benefits. Proof of eligibility shall be provided by the employee.  
  
 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 the plan (paragraph 57 (13) i) of the Employment Insurance Act).  
  
 Monies paid under a Supplemental Employment Benefit plan are not considered as earnings for Employment Insurance benefit purposes under Regulation 57 (3) d).
  - c) Written application for pregnancy leave shall be made to the immediate superior at least two (2) weeks prior to the date upon which leave is expected to commence. Such notification shall indicate the employee's last day of work, the expected date of return and shall include a medical certificate.
  - d) An employee on pregnancy leave and who returns shall be placed in the same position or in a comparable position in the same location unless a mutual agreement is reached between the Board and the employee.
- 26.02 A pregnant employee who started employment with her employer at least thirteen

weeks before the expected birth date is entitled to a leave of absence without pay in accordance with Section 36 (1) of the Employment Standards Act.

- 26.03 An extension of pregnancy leave shall be by mutual agreement between the employee concerned and the Board, on the understanding that both parties should agree to continue to observe their respective obligations as defined in the Employment Standards Act, provided that there shall be no pay increment except to the extent required by the Employment Standards Act.
- 26.04 The employee may continue her participation in group insurance plans provided she prepays her regular share of the premiums for the leave period and provided the group insurance plan allows continuance of such coverage. During the Pregnancy Leave, the Board shall continue to make the employer's contributions for the benefit plans outlined in Section 38(e)2 of the Employment Standards Act unless the employee provides written notice that the employee does not intend to pay the employee's contribution, if any.
- 26.05 An employee who has a premature birth and whose child is hospitalized has the right to discontinue pregnancy leave. She can come back to work before the end of her pregnancy leave and finish the leave when her child no longer requires hospital treatment. The Employer may request a doctor's certificate that the employee is fit to return to work. The Employer will pay the cost of such certificate.
- 26.06 Notwithstanding the provisions of Article 19, where an employee takes a pregnancy leave of absence in accordance with Article 25 hereof, and returns to work within the time specified for the end of that leave, the employee's entitlement to vacation with pay shall not be reduced as a result of such leave.

#### **ARTICLE 27 - PARENTAL LEAVE**

- 27.01 Parental leaves shall be in accordance with the Employment Standards Act.

#### **ARTICLE 28 - PATERNITY LEAVE**

- 28.02 An employee shall be paid, with no deduction from the sick leave account, for absence on the day of birth of a child.

#### **ARTICLE 29 - ADOPTION LEAVE**

- 29.01 Adoption leaves shall be granted under the terms of a Parental leave in accordance with the Employment Standards Act.

#### **ARTICLE 30 - SICK LEAVE**

- 30.01 The Board shall maintain a Sick Leave Credit Account for each entitled employee which shall be operated in the following manner:

An employee paid on a twelve (12) month basis shall be entitled to sick leave credit for personal illness of twenty-four (24) days, at the rate of two (2) days per month in each calendar year. An employee who is employed full time on a ten (10) month basis shall be entitled to twenty (20) days' sick leave per year at the rate of two (2) days per month. Sick leave credits and deductions will be pro-rated for part-time employees.

- 30.02 Except as provided elsewhere in this Agreement, no salary shall be paid to any employee while she is absent from employment when there are no credits in her Sick Leave Account.
- 30.03 To qualify for sick leave, an employee who is absent for a period exceeding four (4) consecutive working days must produce a medical certificate.
- 30.04 Notwithstanding anything herein contained, an employee shall not be allowed to accumulate in her Sick Leave Account more than a maximum total of two hundred and fifty (250) days.
- 30.05 Sick leave credits will be transferred to or from any other school board in the Province of Ontario receiving a cumulative sick leave plan if the employee requests they be transferred and provided the employee has not received compensation for these credits.
- 30.06 Employees will receive ten percent (10%) of accumulated credits to be paid in cash upon termination of employment after ten (10) years of service with the Board prior to normal retirement if credits cannot be transferred to new Employer.
- 30.07 Where the employment of an employee is terminated by death, the Board shall pay to the employee's dependents or estate one (1) month's salary provided the employee has twenty (20) sick leave credits in her account.

#### **ARTICLE 31 - WORKPLACE SAFETY AND INSURANCE BOARD**

- 31.01 An employee injured in the course of her duties with the Board, who receives partial compensation of her earnings pursuant to the Workplace Safety and Insurance Act, shall be entitled to have such compensation supplemented by the Board so as to provide payment of full earnings to the employee. The amount paid to such employee, by the Board, shall be divided by the per diem earnings of such employee to determine the number of days the employee was absent with pay and the same shall be deducted from the employee's Sick Leave Credit Account.
- 31.02 In the event that an employee does not wish to have their earnings supplemented by the Board as herein provided the employee must give written notice thereof to the Manager of Human Resources.

#### **ARTICLE 32 - UNION LEAVE OF ABSENCE**

- 32.01 Leave of absence without loss of pay, seniority or fringe benefits shall be granted, upon written request, for employees who have been selected or appointed to represent the Union at Conventions, Conferences or on Union business, to a maximum of twenty-one (21) days (not to exceed seven (7) days for any one person) per school year. The



Union will reimburse the Board for the full cost of salary and benefits paid to an employee on such leave. Additional days may be granted with the approval of the Board, which shall not be unreasonably withheld.

- 32.02 Upon written request, the Board shall grant a leave of absence for a period of one (1) year to an employee who has been elected or appointed to a full time Union position. The leave shall be without loss of salary, seniority or fringe benefits providing the Union reimburse the Board for the full cost of the leave. Such leave shall be renewed during the employee's term of office. Upon return from the leave of absence, the employee shall be assigned to her former position or the equivalent.

### **ARTICLE 33 - BEREAVEMENT LEAVE**

- 33.01 An employee shall be allowed leave of absence, without any deductions in salary or any deductions from their Sick Leave Credit Account conditional upon attending the funeral:
- (a) five (5) consecutive working days of absence immediately following the death of:
    - spouse
    - children
    - parents
    - step-children
    - step-parents
  - (b) four (4) consecutive working days of absence immediately following the death of:
    - parent-in-law
    - sister
    - brother
    - step-sister
    - step-brother
    - grandchildren
    - step-grandchildren
  - (c) three (3) consecutive working days of absence immediately following the death of:
    - grandparent
    - grandparent-in-law
    - son-in-law
    - daughter-in-law
    - brother-in-law
    - sister-in-law
    - step-grandparent
  - (d) up to one (1) working day to attend the funeral of:
    - aunt
    - uncle
    - close friend
    - nephew
    - niece
    - student for whom the Educational Assistant provides support for at least 80%

of the time

- 33.02 Absence on the day of death shall not be included in the calculation of the leave outlined in 31.01 above.
- 33.03 Under unusual circumstances additional leave without loss of salary may be granted by the Director of Education.

#### **ARTICLE 34 - JURY AND WITNESS DUTY**

- 34.01 An employee shall be allowed leave of absence without loss of pay, benefits, or seniority if absent for the purpose of Jury service, or subpoenaed as a witness in any court proceedings to which the employee is not a party or an accused.

#### **ARTICLE 35 - EDUCATION LEAVE**

- 35.01 Employees may be granted education leave without pay for the purpose of upgrading employment qualifications.
- 35.02 An employee desiring an education leave shall apply to the Director of Education in writing giving details regarding such leave.
- 35.03 An employee granted education leave shall receive the normal increment salary and other benefits for which she is eligible upon her return. Employees on education leave will be responsible for making their own arrangements for any further payments to any pension fund to which they belong.
- 35.04 An employee may continue her participation in group insurance plans provided she prepays the full cost of the premiums for the leave period, provided the group insurance plan allows continuance of such coverage.

#### **ARTICLE 36 - QUARANTINE**

- 36.01 Employees shall be entitled to leave with pay and without loss of seniority, benefits or deduction from their Sick Leave Account when quarantined.

Every employee is entitled to his salary notwithstanding his absence from duty in any case where, because of exposure to a communicable disease, he is quarantined or otherwise prevented by the order of the medical health authorities from attending upon his duties.

#### **ARTICLE 37 - EMPLOYEE BENEFITS**

Part-time employees may participate in any of the following plans. The Board's contribution will be in proportion to the amount of time worked. All employees on leave of absence without pay are entitled to participate in such group benefit plans as they determine by remitting the full premium thereof to the Board on a monthly basis.

37.01 For those employees who are not otherwise covered by their spouse, the Board will pay the applicable single or family coverage for the premium cost twelve (12) months of the year for:

- (a) Semi-Private Hospital Care - 100%
- (b) Extended Health Plan which would include:
  - (i) Prescription Drug Plan - .35 deductible - Plan B - 100%
  - (ii) Vision Care Plan (\$200 every 24 months); Hearing Aid Plan - 100%
  - (iii) Orthodontic Coverage (50% co-insurance to lifetime maximum of \$1,000 per dependent 18 years of age and under) - 100%
- (c) Dental Plan T plus B based on current O.D.A. Schedule - 100%
- (d) Any premium cost for medical/hospital coverage should the current provincial Health Care Levy Tax be replaced by another form of coverage.
- (e) Supplementary Extended Health:
  - Massage Therapy up to \$200/year
  - Physical Therapy up to \$200/year
  - Chiropractic Care up to \$200/year
- (f) Employee Wellness Plan

The Board shall contribute \$2,000 annually toward an Employee Wellness program, the details of which are to be determined by representatives of both parties.

#### 37.02 Basic Group Life Insurance

- (a) The Board will pay one hundred percent (100%) of the premium cost for the Basic Group Life Insurance Plan which will provide life insurance for all employees in the amount of \$60,000.

Coverage for new employees shall be effective on the first (1st) date of continuous employment.

#### Optional Life Insurance

- (b) An employee may have the option of purchasing, at their own expense, additional life insurance in amounts of \$10,000 up to a maximum of \$50,000.

Disputes over rejected claims must be pursued against the insurer.

37.03 Long Term Disability Plan

- (a) The Employer agrees to make payroll deductions for each employee to participate in a Long Term Disability Plan and to forward the proceeds to the Plan Administrator monthly. The Employer agrees to supply the Plan Administrator such reasonable data as may be required for the proper management of the plan. Benefits and conditions of the L.T.D. plan are those presently contained in the OTIP plan as chosen by the teachers.
- (b) Any employee participating in the L.T.D. plan must, upon qualifying for benefits:
  - i) observe the waiting period as defined in the Master Application.
  - ii) Sick leave credits remaining will be maintained in the employee's sick leave credit account and be retained until the employee's return to active duties.
- (c) The Board agrees to pay the employer's share of the premiums of employee benefits for employees who were working in excess of twenty (20) hours per week but who are absent for illness or disability for a period of one year after such absence begins. In the case of absence where an employee is in receipt of W.S.I.B. benefits or L.T.D. benefits, the Board agrees to pay the employer's share towards the cost of the premiums for a period of eighteen (18) months after such absence begins.

Where an employee has sick leave credits extending beyond the one (1) year period mentioned above, the employer will continue to pay the employer's share of the premiums until such time as the employee's sick leave credits are exhausted.

- (d) When an employee is absent for more than eighteen (18) months due to Long Term Disability or Workplace Safety and Insurance Board reasons, the Board agrees to provide benefits to the employee until employment is terminated, with the cost of the premiums being paid by the employee.

Disputes over rejected claims must be pursued against the insurer.

37.04 Retirement Gratuity

Upon retirement from employment, after a minimum of ten (10) years of continuous service with the Board, employees eligible and applying for any pension receivable under the O.M.E.R.S. or Canada Pension Plan shall be entitled to a sick leave credit gratuity allowance as provided in paragraph (a) but not to exceed a total amount of \$8,000 for Common and Central clerical and secretarial staff and of \$6,000 for Section secretaries. Employees hired after January 1, 1977, shall not be eligible for any retirement gratuity.

- (a) The gratuity, subject to eligibility shall be calculated as follows:

$$\frac{\text{salary rate}}{2} \times \frac{\text{no. of days (max.250) accumulated sick leave}}{250}$$

multiplied by

number of years of service (min.10; max. 20)

20

- (b) In the event of the death of an employee before recovering the full benefits of the Retirement Gratuity as provided under paragraph (a), such remaining benefits shall be paid to her estate.
- (c) All benefits provided in paragraph (a), shall be paid in full within one (1) year of her severance or as arranged to the mutual satisfaction of the employee and the Board.

37.05 Ontario Municipal Employees Retirement System (O.M.E.R.S.)

Every continuous full-time employee shall participate in O.M.E.R.S. Other-than continuous full-time employees shall have the option to participate in O.M.E.R.S. upon meeting eligibility requirements.

The Employer and the employees shall make contributions in accordance with the provisions of the system.

37.06 Benefits upon retirement

Upon retirement, an employee shall be allowed to continue her benefits for a maximum of five years but not beyond age 65, with the cost of the premiums being paid by the employee at prevailing rates.

Disputes over rejected claims as it applies to basic group life benefits, must be pursued against the insurer.

37.07 Safety Equipment and Protective Clothing

When required by the Occupational Health and Safety Act, the Board shall provide safety equipment and shall reimburse the cost for safety footwear up to a maximum of two hundred dollars (\$200) every two (2) years. Such safety equipment shall be worn by the employees concerned as required by the Act following appropriate training in use and application. The Board shall provide warehouse and delivery clerks, print room staff and teacher assistants with appropriate protective clothing when requested by the employee with appropriate training being given.

37.08 Travel Allowance

Any employee utilizing their personal vehicle at the request of the Employer in order to carry out the business of the Employer shall receive a vehicle allowance at the current Board rate while on the Employer's business.

**ARTICLE 38 - BARGAINING UNIT WORK**

38.01 No employee excluded from the bargaining unit shall perform any work normally performed by the bargaining unit, except in emergencies.

## **ARTICLE 39 - WAGES**

39.01 The Board will pay employees in accordance with the Salary Schedule provided in Appendix 'A' which forms part of this Agreement. Pay day shall be every other Thursday.

### 39.02 Anniversary Dates and Increments

- (a) Employees shall progress on the grid, according to their job classification, on the anniversary date of permanent employment; employees transferring to a new job classification shall progress on the grid based on the anniversary date of the transfer to a new classification.
- (b) For purposes other than seniority (Article 9), permanent ten (10) month employees will be recognized as having completed one (1) year of service on their anniversary date.
- (c) Progression from start to maximum rate in each category will be in accordance with the time schedule specified.

### 39.03 Salary on Promotion

Where an employee is promoted to a position classified at a higher salary level, she shall receive the minimum salary for the higher level. If her salary prior to promotion is greater than the minimum salary she shall receive the salary step next higher to her present salary and progress towards the salary maximum for the level in accordance with the incremental schedule for the classification.

### 39.04 Temporary Assignments

- (a) When an employee temporarily relieves another in a higher classification level for a period of one (1) day or more, the employee shall receive the rate of pay applicable to the higher classification as outlined in 37.03 above.
- (b) When an employee temporarily relieves another in a position of a lower classification level, the employee shall maintain their regular rate of pay while so assigned.

### 39.05 Salary on Demotion

An employee who is transferred to a position at a lower classification as a result of a reduction in the work force shall be paid the appropriate salary for her new classification level.

If it results in a salary reduction, the reduction in salary shall be fifty percent (50%) of the difference between the employee's present rate of pay and the maximum rate of pay for the lower classification.

The resulting salary shall be red-circled and frozen for a period up to one (1) year. Thereafter, the employee shall be paid the appropriate rate of pay for the classification

to which the employee is assigned.

If within a period of eighteen (18) months from the date of transfer, the employee is returned to a position at her former classification level, she shall receive the rate on the appropriate salary schedule effective the date of assignment, as if she had not been displaced initially from the classification level.

#### **ARTICLE 40 - HEALTH AND SAFETY**

40.01 The Employer and the Union will implement all legislative changes in the area of Health and Safety as soon as possible or as required by Law.

#### **ARTICLE 41 - TRAINING**

41.01 The Board shall assist employees who attend training programs at the request of the Board at approved institutions off the premises outside their working hours where such training relates to jobs within the unit. Such assistance shall include reimbursement for tuition fees, transportation, textbooks and other incidental expenses incurred by the employees. Where the training program is conducted by the Board during regular working hours, time spent in such program shall be considered, for the purposes of salary and benefits, to be time worked.

41.02 In the event that the Board closes down a department or work area it shall notify the employee(s) affected by the closure in accordance with the Employment Standards Act. A copy of such notice will also be sent to the Union.

#### **ARTICLE 42 - TECHNOLOGICAL CHANGE**

42.01 "Technological change" means the introduction of equipment different in nature, type or quantity from that previously utilized, a change, related to the introduction of this equipment, in the manner in which the Board carries on its operations and any change in work methods and operations adversely affecting one or more employees.

42.02 In the event of technological change, the following measure shall be taken:

- (a) an employee who is rendered redundant or displaced from her job as a result of technological change shall have an opportunity to fill any vacancy for which she has seniority and for which she is qualified;
- (b) where new or greater skills are required than are already possessed by the affected employees, such employees shall, at the expense of the Board, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which they may acquire the necessary skills required by such technological change.

#### **ARTICLE 43 - PROFESSIONAL DEVELOPMENT DAY**

- 43.01 Each year, the Board shall grant one (1) common day with pay to all employees, for the purpose of Professional Development.
- 43.02 The Board shall recognize a Professional Development Committee of three (3) representatives of the Union which will be responsible for developing the P.D. day programs, subject to the approval of the Director of Education.

#### **ARTICLE 44 - ADVERSE WEATHER CONDITIONS**

44.01 If schools and/or Board offices are not officially closed

When schools and/or Board offices are not officially closed due to weather conditions but vehicles are unable to travel on the same roads that an employee must use to get to work, there shall be no loss of pay or deduction from the sick leave account for any employee who:

- i) notifies their Principal and/or Supervisor
- ii) submits a letter indicating that the employee tried to get to work but was unable to do so due to road conditions.

#### **ARTICLE 45 - JOB SHARING**

- 45.01 a) Full time employees or the Employer may propose, in writing, a sharing scheme and if agreed to by the Union and the Employer, it shall be implemented.
- b) The application for the leave shall be made in writing to the appropriate Superintendent on or before April 1<sup>st</sup> in the year prior to entering the plan. The proposed sharing arrangement shall be considered only upon written recommendation of the principal(s) involved, and the assurance that the sharing arrangements will result in the continued functioning of all duties involved. Failure to do so shall result in the denial of the job sharing request.
- c) The date may be extended by mutual agreement between the employees and the Employer.
- 45.02 Such proposal shall be limited to splitting one full-time position into two parts.
- 45.03 Employees who enter into such a job sharing scheme shall continue to be included in the Bargaining Unit notwithstanding the recognition provisions of the Collective Agreement, and this section shall in no way be deemed to constitute an amendment of the recognition clauses in the Collective Agreement, and unless modified by this Article, all terms of the Collective Agreement shall continue to apply.
- 45.04 The seniority accrual of an employee participating in a job sharing scheme shall be prorated to the percentage of time worked for the period of operation of such scheme.
- 45.05 The service accrual of an employee participating in the job sharing scheme shall be prorated to the percentage of time worked for the period of operation of such scheme.



- 45.06 Accordingly, vacation entitlement, vacation progression, sick leave benefits, wage progression, holiday pay for time not worked, and any other benefits affected by service shall be prorated to the percentage of the time worked for the period of operation of such scheme.
- 45.07 The Employer costs of employee benefits as outlined in Article 35 of this Agreement shall be prorated to the percentage of time worked in respect of full time employees who participate in a job sharing scheme and who continue to be enrolled in such group employee benefit plans in accordance with the terms and conditions of this Agreement.
- 45.08 The overall costs for the Board for employee statutory and health and welfare benefits shall not increase as a result of job sharing scheme(s).
- 45.09 Subject to the Layoff and Recall provisions of the Collective Agreement, in the year following the job share, the employee holding the position shall have the right to be returned to that position if such position exists or a comparable position, and to the same status as held prior to the job sharing.
- 45.10 Any job sharing scheme must involve only employees in the same classification.
- 45.11 For clarity purposes, no overtime shall be payable to an employee who is participating in a job sharing scheme unless the provisions of the Collective Agreement applied.
- 45.12 It is understood and agreed that when an employee who is participating in a job sharing scheme is unable to attend work as scheduled for any reason (including illness, vacation, resignation, et cetera), and it is necessary to have such employee replaced, the other employee in the job sharing scheme would be expected to come in to work.
- 45.13 Any request by an employee who is participating in a job sharing scheme for an unpaid leave of absence in excess of thirty (30) continuous calendar days, the granting of which is either required by the Collective Agreement or is discretionary and which is granted, shall temporarily suspend the job sharing scheme and the other employee who is participating in such scheme shall revert to full time for the period of the approved leave of absence, the job sharing scheme shall be expected to resume.
- 45.14 Rest period for employees participating in a job sharing scheme shall be proportionately reduced where applicable.
- 45.15 The wage rates in Appendix "A" of the Collective Agreement for employees participating in a job sharing scheme shall be pro-rated according to the adjusted hours of work for such scheme.

#### **ARTICLE 46 - CONDITIONS OF EMPLOYMENT**

- 46.01 Every employee hired subsequent to March 19, 1991 who is eligible to be a separate school supporter as provided in the Education Act shall become and remain a separate school supporter during the course of employment with the Board.

The provisions of this Agreement shall not be construed as to prejudicially affect the rights and privileges with respect to the employment and dismissal of employees

employed by the Board and its supporters under the British North America Act 1867.

**ARTICLE 47 - DURATION**

- 47.01 This Agreement shall remain in force from the 1<sup>st</sup> day of September 2004 to and including August 31, 2008, and shall thereafter continue for a further period of one (1) year unless either party shall give notice to the other not more than ninety (90) days from the expiration date herein that it desires revision, modification or termination of this Agreement at its expiration.
  
- 47.02 If either party does give notice the parties will endeavour to commence negotiations within fifteen (15) days after the giving of such notice.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

NIPISSING-PARRY SOUND  
CATHOLIC DISTRICT SCHOOL BOARD

CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES' UNION, Local 529

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**APPENDIX B**  
**LETTER OF UNDERSTANDING**  
**RE: EMPLOYEE WELLNESS PROGRAM**

It is the Board's intention to implement a Board-wide Employee Wellness Program by September 2005.

The Board has initiated initial consultations with the Union regarding such a Program and has indicated its intention to continue to consult with the Union regarding the implementation of this Program.

The parties hereto agree that the Union's written approval of the implementation of such a Board-wide Program shall be deemed to fulfill the Board's obligations under article 37.01 (f) of the collective agreement.

This agreement made by the parties hereto on the 22<sup>nd</sup> day of February 2005 at North Bay, Ontario.

On behalf of the Board

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On behalf of the Union

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## **APPENDIX C**

### **LETTER OF UNDERSTANDING**

#### **RE: SCHOOL HOURS**

If, as a result of the transportation timetable, a school's entry time is earlier than 8:30 am, or its dismissal time is later than 3:30 pm, the parties shall meet and shall strive to resolve work hours issues for Educational Assistants within the school.

This agreement made by the parties hereto on the 22<sup>nd</sup> day of February 2005 at North Bay, Ontario.

On behalf of the Board

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On behalf of the Union

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