

COLLECTIVE agreement

between

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

and

THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION,

representing

THE EDUCATIONAL ASSISTANTS
(hereinafter referred to as “The Local”)

OF DISTRICT SCHOOL BOARD ONTARIO NORTH EAST

for the period

JANUARY 1, 2002 to DECEMBER 31, 2002

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 – UNION MEMBERSHIP

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

- 2.08 New employees shall be presented with a copy of the Agreement by the Employer on commencement of employment and will be advised that a copy is available at www.dsb1.edu.on.ca/docushare.

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ARTICLE 3 – RECOGNITION

- 3.01 The District School Board Ontario North East, (hereinafter referred to as the “Board”), recognizes the Ontario Secondary School Teachers Federation, (hereinafter referred to as the “Union”) as the sole bargaining agent of all Educational Assistants employed by the District School Board Ontario North East (employer), save and except Attendance Counsellors, Child and Youth Workers, students employed during the school year in a Co-op capacity, and supply/casual employees.
- 3.02 The Board recognizes the right of the Union to authorize the Local to act as an agent of the Union in all matters relating to the negotiation, interpretation, administration, and application of this Agreement on behalf of all Educational Assistants covered by this Agreement.
- 3.03 The Board recognizes the right of the Local to receive assistance from the Union, or any other duly authorized agent, to assist in all matters pertaining to the negotiation and administration of this Agreement.
- 3.04 The employer recognizes the right of the employee to be represented by the Union at any meeting when discipline or corrective counselling is being administered.
- 3.05 Educational Assistant means a person employed by the Board assigned to work under the supervision of a teacher, Principal or a team of teachers.
- 3.06 Casual/Supply Educational Assistant means a person employed by the Board on a casual basis for replacement of members absent for a period less than 5 consecutive days due to illness or accident or for the replacement of members on leave of absence. Casual/Supply Educational Assistants are not members of the Bargaining Unit.
- 3.07 Temporary Educational Assistant means a person employed by the Board on a temporary basis for replacement of members absent for a period of 5 consecutive days or more due to illness or accident or for the replacement of members on leave of absence. A Temporary Educational Assistant will not be employed for more than ninety (90) consecutive working days without the consent of the parties. Temporary Educational Assistants are members of the Bargaining Unit and have all rights and

obligations of the Collective Agreement with the exception of Article 29 – Seniority, Article 30 - Recall and Article 34 – Severance Allowance.

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ARTICLE 4 – MANAGEMENT RIGHTS

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

ARTICLE 5 – NO DISCRIMINATION

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

ARTICLE 6 – CONTRACTUAL COMMUNICATION

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

ARTICLE 7 – POSTING OF VACANT POSITIONS

- 7.01 Positions that become vacant during the school year or a position that is newly established shall first be offered to Educational Assistants on the recall list in order of seniority provided the employee possesses the skill, ability, and qualifications to do the

available work.

- 7.02 If the position is not filled (excluding replacement of staff for a period of time less than 6 months) such position shall be offered to part-time Educational Assistants who possess the skill, ability, and qualifications to meet the needs of the student/ program. This vacancy shall be posted internally as part of the spring staffing process, provided it is to continue the next school year.

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- 7.03 When a vacancy occurs or a new position is created the employer shall post a notice of the position within ten (10) working days of becoming vacant, in a suitable location at each work location and board office, for a minimum of six (6) working days in order that all employees covered by this agreement will be advised of the position and be able to make written application for same.

- 7.04 During summer months the employer will advertise internal postings in the appropriate newspapers. Employees may call the Board Office by using the 1-800 phone number to inquire about job vacancies and if interested in such positions may fax their application to the Board Office at no cost to the employee.

- 7.05 The parties hereto recognize the principle of promotion having regard to service with the Board. Job opportunities should increase in proportion to the length of service provided the employee has the skill, ability and qualifications to do the available work. Therefore where skill, ability and qualification to do the available work are equal, seniority shall govern in accordance with the provision of the seniority list according to this Agreement.

- 7.06 If requested by the unsuccessful applicant, the immediate supervisor will inform the applicant, the reasons the applicant was not selected and if possible suggest methods of improvement for subsequent job applications.

- 7.07 In applying for vacant positions postings, members shall be given preference according to (a) their entities; (b) their geographical zones; (c) their regions; and finally, (d) on a Board wide basis.

- 7.08 When a temporary vacancy occurs which is anticipated to exceed three (3) months, but less than the current school year, the employer, after meeting its obligation under Article 7.03 , will post the vacancy for part time employees in a suitable location in each work location for a minimum of six (6) working days. Only the original position shall be posted. Upon the completion of the temporary assignment, the employee shall be returned to his/her former position.

- 7.09 All vacancies and new positions will be posted with internal postings first, then external.

If time is of the essence and both parties agree, both postings may run at the same time with internal applications given priority.

7.10 Any change from a part-time position to a full-time position or the reverse will be considered a new position. The position will be posted and filled according to the collective agreement.

7.11 The employer will forward the name and location of the successful candidate to the President of the Bargaining Unit.

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ARTICLE 8 – PROBATIONARY PERIOD

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

ARTICLE 9 – GRIEVANCE PROCEDURES

9.01 Definition of Grievance

Grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

9.02 An employee shall have the right to have present a representative from O.S.S.T.F. to assist the member at any stage of this grievance and arbitration procedure.

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

9.04 Complaint Stage

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

9.05 Grievance Procedure -Individual

In the case of a grievance by the Bargaining Unit on behalf of one of its members the following steps shall be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

9.06

Step 1

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

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

The grievance shall contain:

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

9.07

Step 2

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

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

9.08

Grievance Procedure - Party

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

9.09

Step 1

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

The grievance shall contain:

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

- (iv) the signature of the duly authorized official of the party making the grievance.

9.10

Step 2

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

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9.11

Grievance Mediation

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

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

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

9.12

Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Minister of Labour upon the request of either party.

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

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

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

The Bargaining Unit shall pay for the cost of any temporary replacement(s) if necessary.

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

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

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

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

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

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

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

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

ARTICLE 10 – JUST CAUSE

10.01 No member shall be demoted, disciplined, or discharged without just cause.

10.02 The parties agree that for probationary employees, a lesser standard for discharging employees shall apply.

- 10.03 "Discipline" shall mean:
- (i) a letter of reprimand, or
 - (ii) suspension with or without loss of pay, or
 - (iii) loss of pay

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

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ARTICLE 11 – BULLETIN BOARDS

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

ARTICLE 12 – HEALTH AND SAFETY

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

12.02 The Employer shall provide protective equipment and protective clothing to employees who require it to do their job safely.

ARTICLE 13 – MEDICAL PROCEDURES

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

ARTICLE 14 – NO STRIKES OR LOCKOUTS

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

ARTICLE 15 – SCHOOL HOLIDAYS

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

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

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ARTICLE 16 – VACATION PAY

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

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

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

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

16.04 The above vacation entitlement shall be paid in the following manner:

- 1) entitlement which accumulates between the start of the school year and the commencement of the Christmas break shall be paid on the last pay cheque before the commencement of the Christmas break.
- 2) entitlement which accumulates between the commencement of the Christmas break and the commencement of the March break shall be paid on the last pay cheque before the commencement of the March break.
- 3) entitlement which accumulates between the commencement of the March break and the end of the school year shall be paid on the first pay cheque in June, (pending approval from HRDC).

ARTICLE 17 – INCLEMENT WEATHER

17.01 When weather conditions make it impossible for an Educational Assistant to reach the

employee's workplace, as per the Board Policy there will be no pay deductions or loss of other entitlements under this collective agreement.

ARTICLE 18 – PERSONNEL FILES

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

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18.02 When an employee disputes the accuracy or completeness of any such information, he/she shall do so in writing and this information shall be added to the file. Subject to written notification, the Board will correct any personal data which reflects the employee's current status.

ARTICLE 19 - LEAVES

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

19.02 Leave for Union Business

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

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

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

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

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

Up to three (3) employees required for grievance, arbitration, and/or mediation shall be

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

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

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19.03 **Leave For Negotiations**

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

19.04 **Sick Leave**

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

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

A medical certificate for the illness or non-compensable accident may be required by the Board after five (5) consecutive days of absence. If the employer requests a medical certificate for less than five (5) days, the employer shall pay for the certificate.

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

At the commencement of employment, and at the beginning of each school year, the Educational Assistant's sick leave account shall be credited with two (2) days sick

leave per month up to a maximum of twenty (20) per year.

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

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

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

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

19.05 **Quarantine Leave**

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

19.06 **Bereavement Leave**

All employees shall be granted up to five (5) days leave without loss of salary or benefits to attend the funeral of a parent, wife, husband, sister, brother, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild, son-in-law and daughter-in-law. All employees shall be granted up to three (3) days leave without loss of salary or benefits to attend the funeral of an aunt, uncle, niece and nephew. The board may grant a maximum of two (2) additional days travelling time.

19.07 **Compassionate Leave**

Compassionate leave with pay shall be granted to a maximum of five (5) days per year, for medical attendance in the case of immediate family, upon written application to the immediate Supervisor. Immediate family shall be defined as spouse, child, parent, sibling, grandparent, grandchild, mother-in-law, father-in-law.

Compassionate leave may be granted consecutively with bereavement leave in consultation with the superintendent of schools.

19.08 **Graduation Leave**

A leave of absence of one (1) day with pay shall be granted for the purpose of attending graduation. This applies to the graduation of the Educational Assistant, son, daughter or spouse from a post secondary institution.

19.09 **Other Leave**

Request for leave with or without pay for any reason not stated above shall be submitted in writing by the employee concerned and may be granted by the Superintendent who has the portfolio of the Educational Assistants.

19.10 **Leave of Absence Without Pay**

The Director of Education or designate may grant a leave of absence without salary or loss of seniority, and with the right to retain benefits, for a period of up to one (1) year. Requests for leave shall be made in writing to the Director or designate. Such leave shall not unreasonably be withheld.

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19.11 **Jury or Witness Duty**

Leave of absence shall be granted without deduction of salary, experience, seniority and benefits when an employee is required to serve on a jury or as a subpoenaed witness in any proceeding to which the employee is not a party, nor charged with an offence.

19.12 **Pregnancy Leave**

Upon written request and receipt of a certificate by a legally qualified medical practitioner stating that the employee named therein is pregnant and specifying the approximate delivery date, leave of absence without pay and without loss of seniority shall be granted for pregnancy in accordance with the mandatory provisions of the Ontario Employment Standards Act. The employee returning to work after pregnancy leave shall provide the employer with at least two (2) weeks notice. On return from pregnancy leave, subject to surplus procedures, the employee will be placed in her former position if the position is continuing. Nothing in this Article precludes a member from entitlement to sick leave pay under Article 19.04.

SEB PLAN

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

19.13 **Parental Leave**

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

19.14 **Adoption Leave**

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

19.15 **Examination Leave**

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

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19.16 **Special Leave**

All permanent employees shall be entitled to two (2) personal leave days with pay to be taken during the contract year, upon the request of the employee. The prior request shall be made at least twenty-four (24) hours before the leave.

ARTICLE 20 - BENEFITS

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

- a) The Board premium share of all non-statutory benefits shall be \$2,200.00 for each FTE Educational Assistant employed by the Board on October 31st.
- b) The Benefit Plan Design Committee composed of three (3) representatives from the Board and three (3) from the Union shall design extended health, dental, group life and accidental death and dismemberment insurance plans.
- c) An updated benefits information booklet shall be provided to each employee. The booklet shall be updated when necessary by both parties.
- d) Membership in the Long Term Disability plan shall be a condition of employment. One hundred percent (100%) of the long term disability premium shall be paid by the Educational Assistant or be paid in whole or in part from the \$2,200.00 referred to in 20.01 (a).

ARTICLE 21 – PENSION PLAN

- 21.01 The Ontario Municipal Employee’s Retirement System (OMERS) shall be the recognized Pension Plan for members of this Bargaining Unit.
- 21.02 A member who holds certification as a teacher shall become and remain a member of the Ontario Teacher’s Pension Plan (T.P.P.) and remain a member in good standing with the Ontario College of Teachers.
- 21.03 The employer shall maintain pension plans with OMERS and TPP to which employees of this bargaining unit belonged prior to the signing of this agreement.

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- 21.04 Members who are part-time shall be given the option of joining the OMERS Basic Pension Plan consistent with the provisions of the Ontario Pension Benefits Act and OMERS.
- 21.05 Members who are full-time and do not belong to OMERS, shall be given the option to join the OMERS Basic Pension Plan.
- 21.06 The Board shall make the appropriate deductions from the employee’s pay and submit to OMERS the necessary employee and employer pension contributions as required.

ARTICLE 22 - SALARY

22.01 Rates of pay effective January 1st, 2002 (December 31, 2001 rates increased 1%)

	Start	after 1 year	after 2 years
2 year diploma	\$15.88	\$16.82	\$17.76
up to 1 year diploma	\$14.54	\$15.41	\$16.26
Unqualified	\$11.90	\$12.60	\$13.31

Rates of pay effective August 31st, 2002 (January 1, 2002 rates increased 0.5%)

	Start	After 1 year	After 2 years
2 year diploma	\$15.96	\$16.90	\$17.84
up to 1 year diploma	\$14.62	\$15.50	\$16.34
Unqualified	\$11.96	\$12.67	\$13.38

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

ARTICLE 23 – WORKING CONDITIONS

23.01 **Hours of Work**

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

Kapuskasing and Smooth Rock Falls will be frozen at seven (7) hours for the life of this collective agreement.

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23.02 **Overtime**

Accumulated overtime will be taken as time off at a later date based upon one and one-half (1 1/2) hours off for each hour of overtime accumulated, or paid on the basis of one and one-half (1 1/2) times the member’s regular rate. Where an employee elects to take time off, time taken shall be at a mutually agreed time. Overtime applies in the following situations.

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

23.03 The normal work year of 203 days is based on :

- 190 instructional days,
- 4 professional development days and
- 9 paid holidays

23.04 **Rest Period**

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

23.05 **Lunch Period**

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

ARTICLE 24 - JOB SHARING

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

ARTICLE 25 – EMPLOYEE EVALUATION

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

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ARTICLE 26 – TRAVEL ALLOWANCE

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

ARTICLE 27 – CONTRACTING OUT

27.01 No work which is normally or customarily performed by the employees within job classifications covered by the Collective Agreement shall be contracted out by the Board if it results in a layoff, reduction in the number of members or a reduction in the number of hours regularly worked on a weekly basis.

ARTICLE 28 – EMPLOYER REQUIRED COURSES

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

ARTICLE 29– RECORD OF EMPLOYMENT

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

ARTICLE 30 SENIORITY

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

Seniority shall operate on a bargaining unit wide basis.

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

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

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

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

30.02 An employee shall be struck from the seniority list and his/her employment terminated if:

- (1) he/she is discharged for just cause and is not reinstated;
- (2) he/she resigns or quits;
- (3) he/she is absent from work without contact with the employer for four (4) days or more;
- (4) being laid off, he/she fails to return to work under the recall provisions within ten (10) working days after having been advised to return by registered mail to his/her last known address.
- (5) he/she is laid off for a period of (24) twenty-four consecutive months

30.03 In compiling the seniority list, all ties shall be broken based on the following criteria in order:

- (1) last date of hire;
- (2) total experience with the Board or predecessor Board;
- (3) hours worked;
- (4) total experience with other Boards;

- (5) skill, ability, and qualifications;
- (6) by lot.

ARTICLE 31 - RECALL

- 31.01 Employees who are laid-off shall have recall rights to available positions for a period of twenty-four (24) consecutive months. Recall to available positions shall be offered in order of seniority. An employee shall have the right to refuse an offer of recall. The employee shall not forfeit any rights of recall under this article for such refusal. If two (2) employees have the same date of hire, full time employees shall be considered more senior than part-time employees.
- 31.02 During the period that an employee is on the recall list, he/she shall maintain their seniority rights and accumulated sick leave frozen at the time he/she is placed on the recall list.

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- 31.03 It shall be the responsibility of an employee or individual on layoff to keep the Board advised, in writing, of his/her current address. The Board shall be deemed to have given an individual on layoff notice of recall by sending notice of recall by registered mail to the last address supplied by the individual. Such notice shall include the date and time at which the individual is to report to work. Such notice shall be deemed to be received on the third day after it has been sent by the Board.
- 31.04 When vacancies or new positions become available the most senior Educational Assistant on the recall list shall have the choice of positions if there are more than one.
- 31.05 An employee on layoff who is called back to work on temporary assignment shall receive his/her previous rate of pay prior to layoff provided the assignment is within the previous job classification group.

ARTICLE 32 – REINSTATEMENT

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

ARTICLE 33 – LAYOFF AND PLACEMENT PROCEDURES

33.01 Unless there is prior knowledge that circumstances regarding the school and/or a particular student have changed, the same Educational Assistant(s) in a school at the end of June will return on the first day of pupil attendance in September. Changed circumstances include but are not limited to a student changing school, a change in program, a change to accommodate a child’s new or special need and change in funding. Educational Assistants should be notified before the end of June if their job has become redundant. It is understood that if circumstances regarding the school and/or a particular student have changed on or before September 30, the employer may place an educational assistant within the same entity and in accordance with the provisions of this Article.

33.02 In the event that circumstances have changed, Educational Assistant(s) who were working in June, but have not been placed, may exercise “bumping rights”.

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33.03 In the event that there are not enough positions available in September for all Educational Assistants working in June, the unplaced person(s) may exercise “bumping rights” into the most junior equivalent position if available, or if not available, the most junior part-time position. The laid off employee must exercise bumping rights within eight (8) working days from notification of layoff. The employee may decide to remain on the recall list, rather than take the entity, zone or regional bump.

33.04 Educational Assistants who are not currently working full time or are on the twenty-four (24) month recall list will be given priority for supply work respectively.

33.05 If one position becomes redundant in an entity, the most junior Educational Assistant in the entity will be declared redundant. Should this employee be senior to other Educational Assistants, “bumping rights” will be exercised.

33.06 Seniority and bumping rights shall be exercised in an entity, zone, and regional basis. Employees shall be entitled to bump the most junior employee in their own entity initially.

33.07 An entity shall be defined as:
(1) Hearst

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

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

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

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

The regions shall be:

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

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

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

- 33.12 Any request for a reduced assignment will be made by request to and approved by the Regional Superintendent.
- 33.13 If no employee currently working or on the seniority list will accept a vacancy which comes open then the Board shall be entitled to hire a person without seniority.

ARTICLE 34 – PROFESSIONAL ACTIVITY DAYS

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

ARTICLE 35 – SEVERANCE ALLOWANCE

- 35.01 The employer shall pay to any member of the Bargaining Unit who is declared redundant and leaves the employ of the employer a severance allowance calculated as follows: Four percent (4%) of the member's annual salary for each year of continuous employment with the Employer or predecessor employer, up to a maximum of twenty percent (20%).
- 35.02 A member who is redundant to the needs of the system shall remain on the recall list until September 30th. At that time the member may decide to remain on the recall list or choose to accept a severance pay. If the member selects severance pay, the payment will be made on or before October 15th of the same year.

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- 35.03 Once a member has accepted the severance allowance, the employer has no further employment obligations.

ARTICLE 36 – RETIREMENT GRATUITY

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

36.03 Employees working less than full time shall have their amount pro-rated. Payment shall be made within ninety (90) days after ratification.

ARTICLE 37 – TERM OF AGREEMENT

37.01 This Agreement shall become effective and remain in full force from January 1st, 2002 until December 31st, 2002 and shall continue automatically thereafter for annual periods of one year unless either party gives notice as provided for in article number 37.02.

37.02 Either party desiring to continue, change or terminate this Agreement must notify the other in writing not sooner than ninety (90) days prior to the expiration date. If notice is given, as provided for herein, the parties shall meet within thirty (30) days from the giving of notice.

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

THIS AGREEMENT SIGNED THIS _____ DAY OF _____ 2002.

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

On behalf of
The Educational Assistants

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

APPENDIX 'A:

Gratuity Plan

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

- (a) An employee leaving the Board in good standing is one who has not been discharged for cause or resigned without proper notification to the Board.

- (b) The Cochrane-Iroquois Falls, Black River-Matheson Board of Education shall pay up to one half (1/2) year's salary (average salary over the prior six (6) months at time of retirement) to an employee who has accumulated two hundred (200) days and has been employed for a maximum of twenty-five (25) years.
- (c) The number of years' service required for maximum retirement gratuity shall be twenty-five (25) years.
- (d) If an employee has been in the service of the Board for over eight (8) years and under twenty-five (25), gratuity shall be proportionate; e.g. If an employee was with the Board for fifteen (15) years and had two hundred (200) days accumulated, he would receive 15/25 of his average six (6) months salary at time of leaving employ.
- (e) The following formula shall be used to calculate the amount of the gratuity:

$$G = \frac{N}{T} \times \frac{S}{1} \times \frac{V}{M}$$

Where G = the amount of gratuity

N = the number of days of sick leave credit accumulated

P = the maximum possible accumulation (200 days)

S = the average salary last six months at retirement

V = the number of years of service with the Board

M = the number of years of service required for maximum retirement gratuity.

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

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

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

- (g) An employee entitled to a gratuity as calculated above shall be paid the amount of the gratuity as calculated above (G) or eighteen thousand dollars (\$18,000.00) whichever is less.

Accumulated Sick Leave

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