

GLOSSARY

In this Agreement,

"Association" -- the Association is defined as the Employees' Association of Ottawa Carleton.

SOURCE	CO.		
EFF.	77	01	01
TERM.	97	10	31
No. OF EMPLOYEES	170		
NOMBRE D'EMPLOYÉS	170		

"Board" -- means the Renfrew County Roman Catholic Separate School Board, its predecessor boards, and schools formerly under the jurisdiction of other boards.

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

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

"employee -- long-term temporary" -- is an employee who, for a period in excess of 20 consecutive, regularly scheduled working days, but less than one year, is a) replacing a regular employee who is temporarily absent for an extended period of time; or b) working in a position classified as temporary.

"employee funded-position" -- is defined as a temporary employee who has been hired through a federal, provincial, municipal or other grant program for a fixed period of time, and who has at least part of their salary paid for by the said grant program. It is understood that employees in funded positions are not intended to replace or accomplish work normally performed by bargaining unit employees.

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

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

"levels" -- refer to the salary grid level where appropriate.

(1481 (01))

"probation period" -- the Board requires a six (6) month probationary period for all new regular employees. The probationary period of an employee may be extended for a further period of not more than ninety (90) days at the discretion of the Board.

"regular part-time" -- employees appointed on a regular basis by the Board to work less than thirty-five (35) hours per week, ten (10), or twelve (12) months per year, based on the academic or calendar year.

"trial period"-- the successful candidate shall be placed in the position for a trial period of one (1) month. Should, during this trial period, the employer or employee feel that the employee will not, for whatever reason, wish to remain in the position, the employee may return to their previous position.

PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain positive collective bargaining relations between the Board and the Association and to provide a mechanism for the prompt and equitable resolution of difference\$, and to establish and maintain mutually satisfactory working conditions, for all employees who are subject to the provisions of this Agreement.

RECOGNITION

2:01 The Board recognizes the Employees' Association of Ottawa Carleton as the sole bargaining agent for all office, clerical and technical employees of the Renfrew County Roman Catholic Separate School Board in the County of Renfrew save and except for:

- managers;
- persons above the rank of manager;
- Payroll Supervisor;
- Computer Systems co-ordinator;
- Audio-Visual Technical Co-ordinator;
- Executive Secretary to the Director of Education and Recording Secretary;
- Executive Secretary for the French Language Section;
- Secretary to the Superintendent of Business;
- Secretary to the Assistant to the Superintendent of Business;
- Cultural and Pastoral Animators;
- employees engaged in maintenance, service and plant operations who, if eligible, would be covered by a subsisting collective agreement;
- students employed on work experience;
- students employed during school vacation periods;
- French First Language Monitors;
- Bus and Yard Supervisors;
- Bus Monitors;
- all employees for whom any trade union held bargaining rights as of June 10, 1993.

The Parties agree that for the purposes of clarity the term office, clerical and technical includes administrative staff, educational assistants, linguistic animators, school secretaries, communication facilitators, native language counsellor, warehouse persons, delivery persons and school and attendance counsellors.

APPLICABILITY OF AGREEMENT ARTICLES

- 2:02 (a) Casual Employees
It is understood by the Parties that the following Article!; will not apply to casual employees:
 - (i) Sick Leave
 - (ii) Leave
 - (iii) Career Development Leave
 - (iv) Seniority
 - (v) Lay-off's and Recall
 - (vi) Acting Pay
 - (vii) Employee Benefit!;

Long-term Temporary Employees
It is understood by the Parties that the following articles will not apply to long-term temporary employees:

- (i) Career Development Leave
- (ii) Seniority
- (iii) Lay-off's and Recall
- (iv) Acting Pay.

- (b) The Board and the Association acknowledge and agree that the agency which is providing funding for a funded-position employee may as a pre-condition of providing the funding require that the waiting time for qualifying for employee rights and benefits be abridged and that the salary or hourly rate be fixed at a rate not less than set out in this Collective Agreement. The Parties further agree that the above-mentioned arrangements will not be a cause of grievance by the Association or by any individual employee.

MANAGEMENT RIGHTS

- 2:03 All managerial rights art: retained by the Board and remain exclusively and without limitation within the rights of the Board, except as, and to the extent specifically modified by this Agreement.

WORK IN THE BARGAINING UNIT

- 2:04 Persons whose jobs, paid or unpaid, are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit which would result in lay-off or reduction in regular working hours of an employee or employees, except in cases mutually agreed upon by the Parties.

JOB SECURITY

CONTRACTING OUT

- 3:01 In order to provide job security for present employees, the Board agrees not to contract out work that would result in the loss of employment or reduction in the regular hours of work of employees presently employed.

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

TEEMS OF AGREEMENT

BOARD MINUTES

- 4:01 A copy of the Minutes of the Board's meetings shall be mailed to the President and the Secretary of the Renfrew County Sector of the Association, with the normal distribution.

BULLETIN BOARDS

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

CHANGES IN AGREEMENT

- 4:03 This Agreement may be amended by mutual consent of the two Parties at any time during the life of this Agreement.

DURATION AND RENEWAL

- 4:04 This Agreement shall be effective from January 1, 1994, where practical, and shall remain in effect until December 31, 1997. Unless either Party gives to the other Party a written notice of termination or desire to amend this Agreement, then it shall continue in effect until December 31, 1997 without change and so on from year to year thereafter.

TERMS OF EMPLOYMENT**ACCESS TO PERSONNEL FILE**

- 5:01 Upon giving prior written notice to the Manager of Personnel, an employee shall be allowed to review their personal file in the presence of the Manager of Personnel or her designate. Such access time will be scheduled by the Manager of Personnel. The employee shall have the right to respond in writing to any document contained therein.

ASSOCIATION MEMBERSHIP

- 5:02 All employees of the Board covered by this Agreement may elect to become and remain members in good standing of the Association, according to the Constitution and By-laws of the Association.

CHECK-OFF OF ASSOCIATION DUES

- 5:03 (a) Deductions
- (i) On the first of the month following the month of hire, commencing January, 1996, the Board agrees to deduct from the pay cheque of each employee in the Bargaining Unit, all dues, initiation fees and special assessments chargeable by the Association. All moneys so deducted shall be forwarded to the Treasurer of the Association, no later than the 15th day of the month following the month in which the deductions were made, together with a list of employees, and their home addresses, for whom deductions were made, and the amounts of each deduction. The list shall also contain the names of newly hired or terminated employees, since the previous list.
 - (ii) Dues will not be deducted from an employee who earns less than \$175.00 in any pay period.
- (b) The Association shall provide, in writing, a list of the amount of such dues, initiation fees and special assessments and shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deduction and remittance of dues, initiation fees and special assessments by the Board pursuant to this Article.
 - (c) Income **Tax** (T-4) slips shall reflect the amount of dues paid by each employee.
 - (d) Upon written request of the Association President, the Board shall provide the Association with a list of the classification and status of all employees, up to four (4) times annually.

CONTRACT DISTRIBUTION

- :04 (a) The Board shall provide each new employee with a copy of the current collective agreement at the time of documentation or with the first employee information and payroll change form. Where an arbitrator is interpreting the language of the Agreement, the English version is the official version.
- (b) Each employee shall receive a copy of the Agreement within forty-five (45) days of the signing of this Agreement by the Board and the Association.

DISCIPLINE

- 5:05 (a) No employee shall be disciplined without just cause.
- (b) The normal pattern of disciplinary action shall be as follows:
 - (i) oral reprimand;
 - (ii) written reprimand;
 - (iii) suspension; and
 - (iv) discharge.
- (c) When an employee is disciplined they shall be advised promptly, in writing, by the Board of the reasons for such action. The disciplinary action shall form part of the employee's file along with the employee's reply, should one be forwarded to the Board.
- (d) Any disciplinary action recorded in an employee's file shall be destroyed after two years have elapsed since the disciplinary action was taken unless the prior disciplinary record sets out conduct which is of a similar or related nature to the current conduct for which the employee is being disciplined.
- (e) Documentation of a disciplinary nature shall not be placed on an employee's file without their prior knowledge.

NO DISCRIMINATION

- 5:06 There shall be no discrimination, interference, restrictions, or coercion exercised or practiced with respect to any employee in the matter of hiring, wages, rates, training, upgrading, promotion, transfer, layoff, recall discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of the employee's membership or activity in the Association, or any other reason.

DOCUMENTATION

- 5:07 All employees are required to provide to the Board's Personnel Department written up-to-date information with respect to current address and telephone number. When requested official verification of previous work experience, educational documents, and other pertinent documents and information must be supplied by new employees, and current employees if required for change of position or pay plan.

HOURS OF WORK/BREAKS/OVERTIME

- 5:08 (a) Nothing in this Collective Agreement shall be construed as guaranteeing a minimum or maximum hours of work or a minimum or maximum number of months of work.
- (b) **REGULAR FULL-TIME EMPLOYEES**
The regular work week for full-time employees consists of thirty-five (35) hours per week, seven (7) hours per day, Monday to Friday, exclusive of unpaid meal periods.
- (c) **REGULAR PART-TIME EMPLOYEES**
The regular work week for part-time employees consists of less than thirty-five (35) hours per week, and up to seven (7) hours per day, on a regular basis, Monday to Friday, exclusive of unpaid meal periods.

(d) **REST PERIODS**

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

(e) **LUNCH PERIODS**

Full-time employees: There shall be a minimum thirty (30) minute, uninterrupted, free from supervisory duties, unpaid lunch break to be scheduled at approximately the mid-point of the working day.

Part-time employees: Employees working more than five (5) consecutive hours must have an unpaid meal period as described above.

(f) **DAILY HOURS OF WORK**

- (i) Normal Daily Hours
The normal daily hours of work shall be from 8:30 a.m. to 4:30 p.m. with a one-hour uninterrupted, unpaid lunch period.
- (ii) Summer Hours shall commence on the first working day in July and end on the second Friday prior to Labour Day.

The Summer Hours for the Board Office shall be as follows:

Switchboard open from
8:00 a.m. to 11:30 a.m.
and
12:00 noon to 3:30 p.m.

With the approval of the Director of Education other employees shall have the option of working:

8:00 a.m. to 3:00 p.m. (1/2 hour lunch)
8:00 a.m. to 3:30 p.m. (1 hour lunch).

(iii) Staggered Hours

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

Example: Employee A (i.e., on Educational Assistant) starts to work at 8:00 a.m. and finishes at 3:30 p.m. During that time Employee A takes two fifteen minute paid breaks and one thirty minute unpaid lunch break.

Example: Employee B (i.e., a School and Attendance Counsellor) starts to work at 12:00 noon and finishes work at 8:00 p.m. During that time Employee B takes two fifteen minute paid breaks and one sixty minute unpaid lunch break.

(iv) Flex Time

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

Example: A part-time employee works an average of 20 hours per week. This employee works Week 1: 5 hours Monday, 4 hours Tuesday, 3 hours Wednesday, 4 hours Thursday, and 4 hours on Friday.; and in Week 2: 7 hours Monday, 3 hours Tuesday, 0 hours Wednesday, 5 hours Thursday, 5 hours on Friday.

(v) Banked Time

- (1) Banked time is time worked in excess of the regularly required daily hours in order to take time off, in direct proportion to that accumulated, at the rate of regular time.
- (2) At all times, the regular number of working hours for the day must be completed before banked time can be accumulated.

Example: Brim M. started working at 7:00 a.m. and finished at 4:30 p.m. This means Brian's regular 7-hour day was completed by 3:00 p.m. (based on taking one hour for unpaid lunch). Therefore, between 3:00 and 4:30 p.m., he accumulated 1.5 hours of banked time.

- (3) Time off due to illness or medical appointments in excess of one (1.0) hour will be the difference between the regularly scheduled work hours for that day and the actual hours worked.

Example: An employee commenced work at 7:00 a.m., worked till 12:00 noon, and then went home sick for the remainder of the afternoon. Their attendance record will be shown as 5:0 hours working; 2.0 hours sick; 0.0 hours banked time.

- (4) In a situation of severe inclement weather the Director or his designate may give approval for those employees who chose to, to leave early. On such days the employee, before leaving the school/office, must have worked more than the required number of regularly scheduled hours for the day to be eligible to be credited with banked time on that particular day. The same ruling is applicable to employees who voluntarily chose to participate in a Board approved function such as a "Staff Golf Social", etc.

Example 1: An employee commenced work at 7:30 a.m. and worked till 1:30 with a one hour unpaid lunch break. At 1:30 p.m. the employee went home because of inclement weather for the remainder of the afternoon. Their attendance record will be shown as full attendance for the day; 0.0 hours accumulated banked time.

Example 2: An employee commenced work at 6:30 a.m. and worked till 2:30 with no unpaid lunch break. At 2:30 p.m. the employee chose to participate in the "Staff Golf Social" for the remainder of the afternoon. Because this employee had worked 8.0 hours prior to participating in the "Staff Golf Social", their attendance record will be shown as 7:0 hours working; 1.0 hour earned banked time.

- (5) Only time worked in multiples of one-half (0.5) hour periods will be authorized as eligible banked time. Similarly, when an employee uses their banked time, only multiples of one-half (0.5) hour periods shall be authorized and deducted from the accumulated banked time of the employee.

Example 1:

If an employee works fifteen or twenty minutes extra on a specific day, that employee will not receive credit for it. This is somewhat of a counterbalance to the allowable time off for medical appointments, etc., of less than one-hour duration.

Example 2:

If a supervisor requests an employee to work an extra one half-hour on a specific day to complete a project, and the employee completes the project in 20 minutes, then the employee will be credited with one halfhour of accumulated banked time.

- (6) Time worked is not to exceed 44 hours in any one-week period.
- (7) Banked time is to be earned and to be taken off at a mutually agreeable time between employee and management. Banked time must be accumulated in advance **of** being used. Exceptions will be at the discretion of the appropriate supervisor.
- (8) Sick leave can not be claimed on a day on which an employee is off as previously arranged banked time.

Rationale: The hours banked to allow the employee to take time off are more than what are required for a regular working week, and therefore, would be considered in the same way as would a Saturday. Employees are not entitled to sick leave for Saturday's.

(vi) Authorization and Consent

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

(g) **WORK YEAR**

The work year shall be established as follows:

- (i) 12 months per year: Board Office Administrative Support
School Support (as applicable)
- (ii) 10 months per year: School Educational Support
School Support (as applicable)
School and Attendance Counsellors

(h) **SUPERVISION RESPONSIBILITIES**

While an Educational Assistant has direct responsibility for one or more special needs students, they shall not be assigned general duties, such as recess duty, bus duty and lunch duty.

(i) **TWO OR MORE POSITIONS**

Notwithstanding Article 5:08 (c), and by agreement of the RCRCSSB and the EAOC in writing, an employee who works in two or more different positions and/or units will not be eligible for overtime payment until they have worked in excess of 44 hours per week (Monday to Sunday).

(j) **OVERTIME**

(i) **DEFINITION**

- (1) As of January 1, 1996, all time worked beyond the normal scheduled day, the normal scheduled week, or on a recognized holiday, shall be considered as overtime and paid at rates of time and one half (1.5).
- (2) Employees shall have the right to refuse overtime except in cases of emergencies.
- (3) Overtime on Statutory Holiday
All hours worked on a Statutory Holiday up to seven (7) hours shall be paid at the rate of time and one-half. All hours in excess of seven (7) hours on the Statutory Holiday will be compensated at double (2x) time.

(ii) **APPROVAL**

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

- (iii) **OVERTIME FOR PART-TIME EMPLOYEES**
Part-time employees working less than seven (7) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including seven (7) hours in the working day. Regular overtime rates shall apply after seven (7) hours in the working day and for all work performed on holidays and regular days off.
- (iv) **CALL BACK PAY**
Any employee recalled to work after the completion of their normal work schedule, without prior notification, shall be compensated a minimum of three (3) hours at the applicable overtime rate.
- (v) **REPORTING PAY**
An employee who is prescheduled to work outside and noncontiguous to their regular working hours shall be paid for a minimum of two (2) hours at overtime rates, and shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work.
- (vi) **PAYMENT OF OVERTIME**
 - (1) Remuneration,
Remuneration of an employee's overtime payments will normally be added to the employee's pay cheque.
 - (2) Time Off in Lieu Of Cash
Upon request of an employee, and with the consent of the Board, compensatory time off in lieu of cash may be granted for overtime worked. Such time off is to be scheduled at a mutually agreed time.
- (vii) Overtime shall not be used in order to enable reductions in the workforce (layoffs).

JOB POSTINGS

- 5:09 (a) **INFORMATION ON POSTINGS**
Such notice shall contain the following information: nature of the position, qualifications, required knowledge and education, skills, shift, wage or salary rate of range,
- (b) The Board shall provide the Employees' Association of Ottawa Carleton Vice President, Renfrew County Sector, with a copy of job postings for all Board positions.
- (c) **INTERNAL EMPLOYEE**
Persons who have worked in any bargaining unit position at any time during the three (3) working months immediately preceding the closing date on the advertisement, and who have or will receive remuneration for same, and who have or will be paying association dues based on minimum earnings of \$175.00 per pay period, will be eligible to apply for the internally advertised position. Also, in accordance with Article 5:14, employees, who have been declared redundant are eligible to apply for internal postings.

The onus is on all internal applicants to provide dates and locations of employment in the bargaining unit during the above-,mentioned period.
- (d) **PROCESS**
 - (i) When a regular full- or part-time vacancy occurs within the bargaining unit and the position is to be filled or a new regular full- or part-time position is created within the bargaining unit, the Board shall post notice of the position in its offices and its schools for a minimum of five (5) working days. The Board reserves the right to advertise externally at its discretion.

Members of any category of the Association are eligible to apply for all advertised positions. No candidates from outside the Association will be considered until all internal applicants have been considered.

- (ii) Employees may apply in writing within five (5) working days after the notice was posted to the Manager of Personnel for such vacancy or new position.
- (iii) Applicants meeting the basic requirements will be considered, and the best candidate for the position will be hired. Applicants shall be notified in writing of the results of the competition. Unsuccessful applicants shall have the right to a debriefing meeting with the chairperson of the interview committee regarding their candidacy for the position. Such requests should be made in writing to the Manager of Personnel within two weeks of the notification of the results of the competition.
- (iv) During July and August, the Board agrees to post all bargaining unit vacancies in all open work locations for ten (10) working days and shall endeavour to ensure that all potentially affected employees are advised of such vacancies and shall advertise such vacancies in the Pembroke Observer, the Eganville Leader, the Renfrew Mercury, the Barry's Bay "This Week", as applicable.

(e) **METHOD OF MAKING APPOINTMENTS**

In making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority, and having the required qualifications. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

PROFESSIONAL ACTIVITY DAYS

- 5:10 (a) Part-time educational assistants are expected to attend Professional Activity Days.
- (b) Each part-time educational assistant is trusted to interpret conscientiously the above clause such that the appropriate professional development of each is the essential criterion of action. The principal's role in the process will be the normal expression of that person's leadership mandate.

SENIORITY

5:11 (a) **DEFINITION**

Seniority is defined as the length of continuous service including periods of approved leave without pay in the Bargaining Unit and, where appropriate records are available, shall include continuous service with the Board, or its predecessor boards which were combined to form the Renfrew County Roman Catholic Separate School Board, prior to certification of the Association, as well as any other boards, subsequently merged with the RCRCSSB.

Note: Regular full- or part-time Bargaining Unit employees who were on staff, as of the date of certification of the Association, will have past continuous service with the Board, whether as a member of the Bargaining Unit or not, counted as seniority from the most recent date of hire.

- (b) Seniority will be pro-rated for part-time and 10 month employees on the basis of months worked.
- (c) **LISTS**

The Board will maintain seniority lists by category and classification level, showing each employee's name, the date on which the employee's seniority commenced, and the occupational classification. On April 30 of each year the Board will revise the seniority lists and provide copies of the revised lists to the Association and post on bulletin boards. Any errors or discrepancies on the seniority lists must be communicated in writing to the Board by May 31 of each year.

CATEGORY is defined as classes of employees, specifically:

- School Educational Support Staff (members who work directly with the pupils in the schools, i.e., E.A.'s, Communication Facilitator, Native Elementary and Guidance Counsellor, Linguistic Animators, etc.)
- School Support Staff (members who work indirectly with the pupils in the schools, i.e., School Secretaries, Library Assistants, etc.)
- School and Attendance Counsellors
- Board Office Administrative Support Staff (members who are part of or work directly with the Administration Office, i.e., Board Office Staff Warehouse and Delivery Personnel)

CLASSIFICATION is defined as the classification level assigned according to the classification plan with the Board.

(d) **PROBATION**

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

(e) **SELECTION AND PROMOTION TO NON-EAOC POSITIONS**

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

(f) **TERMINATION**

Seniority shall terminate when an employee:

- (i) terminates their employment for any reason; or
- (ii) is discharged and not reinstated through the grievance or arbitration procedures; or
- (iii) is laid off for a period of longer than twenty-four (24) consecutive months; or
- (iv) fails to return to work within seven (7) days of being recalled after a lay-off unless through sickness or other just cause.

LAY-OFF AND RECALL

5:12 (a) **DEFINITION**

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

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

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

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

(b) **LAY-OFF**

In the event of a lay-off of employees becoming necessary in any classification, this lay-off shall be carried out in such a manner as to maintain an efficient work force. Employees shall be laid off in the reverse order of their seniority, within a category and at the same classification level,

provided that the employees retained to perform the work available during a lay-off shall be the employees who have the qualifications, experience and ability to do the work available. When two or more employees have equal seniority, selection for lay-off will be conducted by a lottery process.

5:13 (a) **BUMPING**

Employees in any classification subject to lay-off as a result of the provisions of 5:12 (b) shall have the right to bump on the following basis and in the following order:

(i) The displaced employee may bump the employee with the least seniority at the same classification level within the same category and family of schools, where applicable, providing the employee doing the bumping has the necessary qualifications, experience, ability and willingness to perform the work involved.

(ii) When the displaced employee is the employee with the least seniority at the same classification level within the same category and family of schools where applicable, where the position was declared redundant, that employee may bump the employee with the least seniority on the next lower classification level, providing the employee doing the bumping has the necessary qualifications, experience, ability and willingness to perform the work involved.

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

(iii) Failing steps (i) and (ii), the displaced employee may proceed in sequence down through the classification levels until they reach such a level where they can bump the employee with the least seniority on a lower classification level within the same category and family of schools, where applicable, providing such an employee exists, and the employee doing the bumping has the necessary qualifications, experience, ability and willingness to perform the work involved.

(b) A maximum of one time bumping per redundancy will be permitted. Full-time employees may bump full-time employees. Employees who are full-time as a result of being employed in two half-time positions, may bump part-time employees in order to maintain their full-time status, or employ Article 5:13 (a).

(c) There shall be no partial bumping within categories. Therefore, an employee, who has part of their position declared redundant, will be required to make a decision whether to retain the portion of their position that was not made redundant, or to exercise their bumping rights in accordance with Article 5:13 (a) and (b).

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

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

(f) Employees shall not be required to serve a probationary period as a result of assignment to a new position following bumping.

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

- 5:14 (a) **RECALL**
Recall within the appropriate category and classification level will be based on seniority, family of schools, where applicable, qualifications, experience, ability, and willingness to do the job.
- (i) No new employee will be hired until a person who is on lay-off from the classification and who still retains seniority and who meets the criteria as per Article 5:14 (a) has refused an offer of employment at an equivalent or lower level within the category and family of schools, where applicable. Therefore, all displaced employees, including those who have exercised their bumping rights, retain the right to be reinstated to their original level when there are openings. This will remain in effect for a period of two years from date of displacement. Temporary vacancies in the employee's original level will be offered to the employee provided that the vacancy period is in excess of three months. Acceptance or refusal of this temporary assignment does not negate the employee's recall right to a regular position. Staffing temporary vacancies of less than three months duration will be at the Board's discretion.
 - (ii) Employees shall be notified of any such offer by registered mail. It will be preceded by an endeavour by the Manager of Personnel to notify the redundant employee of the offer by telephone.
 - (iii) Redundant employees, within seven (7) working days of the date of offer, shall advise the Manager of Personnel in writing of their decision to accept or reject the offer.
 - (iv) If an employee fails to reply within the time specified or does not accept the offer, the right of recall shall be forfeited.
 - (v) The right of recall for redundant employees shall terminate two years after their last day of employment with the Board.
 - (vi) In accordance with the Employment Standards Act, a redundant employee who refuses an offer of reasonable alternative employment with the Board forfeits any entitlement to severance pay and eligibility to remain on the recall list. An advertisement of a position does not constitute an offer.
 - (vii) Employees recalled within the two-year period shall maintain seniority and sick leave credits, and their continuous service with the Board shall not be broken by their period of non-employment due to redundancy.
- (b) Employees who are on lay-off, subject to the terms of Article 5:14 (a) shall be given preference for substitute or temporary assignments in their classifications and shall not lose their recall rights as a result of any such assignments.

SEXUAL/PERSONAL HARASSMENT

- 5:15 (a) The Association and the Board recognize the right of employees to work in an environment free from sexual/personal harassment and agree that sexual/personal harassment will not be tolerated in the work place.
- (b) (i) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
 - (ii) If by reason of 5:15 (b) (i) a level in the grievance procedure is waived, no other level shall be waived, except by mutual agreement.

TECHNOLOGICAL CHANGE

- 5:16 (a) In this Article "Technological Change" means the introduction by the Board of equipment or material of a different nature than that previously utilized that will result in major changes in the employment status or working conditions of Association members.
- (b) Both Parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Board's operations. Where technological change is to be implemented, the Board will seek reasonable ways and means of minimizing adverse effects on employees which might result from such changes.
- (c) The Board agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ninety (90) days written notice to the Association of the introduction or implementation of technological change.
- (d) As soon as reasonably practicable after notice is given under Article 5:16 (c), the Board shall discuss with the Association the anticipated effects of the technological change referred to in Article 31:03 on each group of employees. Such discussion will include, but not necessarily be limited to the following:
- (i) the nature and degree of change;
 - (ii) the anticipated date or dates on which the Board plans to effect change;
 - (iii) the location or locations involved;
 - (iv) the approximate number, class and location of employees likely to be affected by the change;
 - (v) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- (e) (i) When, as a result of technological change, it is determined by the Board that an employee requires new skills or knowledge in order to perform the duties of their substantive position, the Board will provide the necessary training at no cost to the employee. The Parties recognize that it may not be possible to retrain employees in all cases of technological change.
- (ii) When, as a result of technological change, it is determined by the Board that an employee is not suitable for retraining or that a job will cease to exist, the following shall apply:
- (1) the employee shall be placed in suitable alternative employment, if available; or
 - (2) the provisions of Article 5:12 (Lay-off's) shall apply.

LEAVE**CAREER DEVELOPMENT LEAVE**

- 6:01 (a) Career development refers to an activity which is likely to be of assistance to the individuals in furthering their career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
- (i) a course given by the Board;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, conference or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Board, career development leave (whether offered locally or in other locations) may be granted for any one of the activities described in Article 6:01 (a) above. At the time of approval, the Board will indicate whether the leave is granted with or without pay and will also indicate what other expenses (i.e., tuition, travel, accommodation, etc.) will be reimbursed by the Board.

- (c) Employees who are on career development leave at the request of the Board shall be on leave with pay and shall be reimbursed for all reasonable travel and other expense!; incurred by them which the Board may deem appropriate.

DEFERRED SALARY LEAVE PLAN

6:02 (a)

DEFINITION

The Deferred Salary Leave Plan (DSL) affords full- and part-time regular employees the opportunity to take a one (1) year leave of absence, and through deferral of salary, to finance the leave.

(b)

REVENUE CANADA

In accordance with Revenue Canada

- (i) the DSL can be no shorter than six (6) consecutive months unless the employee, intends to attend a designated educational institution on a full-time basis. In that case the leave can be three (3) consecutive months;
- (ii) the DSL can not exceed six (6) years;
- (iii) the amount of salary or wages deferred can not exceed thirty-three and one-third (33.3) percent of the wages the employee would reasonably be expected to have received in the year in respect of the services in that taxation year;
- (iv) throughout the period of the leave, the employee does not receive salary or wages from the Board, or any other person or partnership with whom the Board does not deal at arm's length.

(c)

ELIGIBILITY

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

- (i) To be eligible to participate in the Plan commencing in September for 10 month employees and January for 12 month employees, the eligible employee shall apply in writing to the Director of Education on or before the end of the preceding seventh month, i.e., May 31 or January 31, as appropriate.
- (ii) The determination of whether an application is or is not approved shall be at the discretion of the Board, and the employee shall be notified in writing of the Board's decision by May 1 or September 1, as appropriate.
- (iii) If an application is not approved, the reason or reasons shall be included in the notification specified in the foregoing Article 6:02 (c) (ii)

(d)

METHOD OF APPLICATION

An employee applying for the Plan shall sign a Deferred Salary Leave Plan Accord (Appendix A) and shall submit it with the application.

(e)

PROCESS

- (i) In each year of the Plan, preceding the year of the leave, the employee will be paid a reduced portion of the salary and allowances to which the employee is entitled under the Agreement,

The remaining portion of the employee's annual salary shall be deferred and this cumulative amount plus interest earned shall be retained in trust by the Board until the year of leave.

- (ii) The amount of an employee's salary deferred during the term of enrolment in the Deferred Salary Leave Plan excluding the year of leave shall be calculated as follows:

Gross Salary divided by x

where x = Duration of Employee's Leave
Plan in years.

- (iii) The Board shall set **up** in trust a savings account for each participant at a financial institution of the participant's choice in Renfrew County.
- (iv) Each pay day the Board shall deposit by means of direct deposit the deferred salary in the trust account.

(f) **INSURANCE**

- (i) While employees are enrolled in the Plan and not on leave, subject to the approval of the insurance carrier, Insurance Plans tied to salary level shall be structured according to the salary they would have received had they not been enrolled in the Plan.
 - (1) Subject to the terms; and conditions of the Board's Master Application with OTIP, an employee's Insurance Plan shall be maintained by the Board during the employee's leave of absence provided that the employee pays 100% of the premiums.
 - (2) Payment of the premiums as in 6:02 (f) (i) (1) shall be as follows:
 - 40% of said premiums on or before the commencement date of the leave --
September 1 or January 1, as appropriate;
 - 60% of said premiums on or before January 1 or May 1, as appropriate,
during the year of leave.
- (ii) While on leave, subject to the approval of the Insurance Carrier, any Insurance Plan tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had the employee not been enrolled in the Plan.

(g) **REASSIGNMENT**

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

(h) **CREDITS**

There shall be no increment paid for the year of leave nor shall there be any experience or sick leave credited for the year of leave.

(i) **TERMINATION OF PLAN**

An employee declared redundant shall withdraw from the Plan, and shall be paid the cumulative portion of the deferred salary plus interest accrued, within sixty (60) days of withdrawal from the Plan or otherwise as mutually agreed by the employee and the Board.

- (i) (1) Employees participating in the OMERS pension plan will have their OMERS deductions calculated on 100% of normal contributory earnings for the years prior to the year of leave. The year on the deferred salary leave will be considered as broken service for OMERS purposes, and may be purchasable at double the employee's contributions after the year of leave.
- (2) Superannuation deductions are to be continued as provided by the current regulations of the Teachers' Pension Plan Board for employees certified as Teachers in Ontario and participating in this pension plan.
- (ii) A ten (10) month employee may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Twelve (12) month employees may withdraw

from the Plan any time prior to September 1 of the preceding calendar year in which the leave is to be taken. Any exceptions to these deadlines shall be at the discretion of the Board. Repayment shall be a lump sum.

- (iii) Should an employee die while participating in the Plan, the balance of the trust account shall be paid to the employee's estate.

PREGNANCY AND/OR PARENTAL LEAVE

6:03 Leave of absence for pregnancy and/or parental leave shall be granted as per the Employment Standards Act of Ontario.

(a) **PREGNANCY LEAVE**

- (i) Employees who are pregnant and who have been employed with the Board for at least thirteen (13) weeks prior to the expected date of birth are entitled to take an unpaid pregnancy leave. The pregnancy leave is for up to seventeen (17) consecutive weeks commencing on the date requested by the mother to commence leave, or the date of birth (whichever is first).
- (ii) Employees taking pregnancy leave must provide eight (8) weeks notice with at least two (2) weeks written notice to the Director of Education advising of the date that the leave is to begin and terminate together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth as confirmed by the woman's physician.
- (iii) In the event of complications with the pregnancy or because of the birth, still-birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the Board of the date the pregnancy leave will begin or has begun. The employee shall provide the Board with a certificate from her physician stating both the originally anticipated birth date plus the actual date of the birth, still-birth, or miscarriage.
- (iv) The pregnancy leave of an employee ends seventeen (17) weeks after the pregnancy leave began. If the employee wishes to return to work earlier, the employee shall provide the Board with at least four (4) weeks written notice of the date of return. Employees may not return to work earlier than six (6) weeks from the date of delivery, still-birth, or miscarriage without the written consent of their physician.
- (v) Pregnancy leave is not covered under the sick leave plan.
- (vi) Subject to the approval of the Board Registration Division of the Canada Employment and Immigration Commission, pregnancy-related illnesses will be covered under the sick leave plan effective January 1, 1980, and the premium reduction with respect to the implementation of this plan became effective January 1, 1981.

(b) **PARENTAL LEAVE**

- (i) If an employee has been in the employ of the Board for at least thirteen (13) weeks, they are entitled to take an unpaid parental leave for up to eighteen (18) consecutive weeks after the birth of the employee's child or the coming of the child into the employee's custody, care and control for the first time. The term "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (ii) The employee shall inform the Director in writing at least two (2) weeks in advance of the date the leave is to begin. In the event that an employee who is a parent stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee must, within two (2) weeks of stopping

work, provide the Board with written notice of the date the parental leave began. The parental leave begins on the date that the employee stopped working.

- (ii) Employees who have taken a pregnancy leave and who also wish to take parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
 - (iv) Fathers who wish to take a long-term parental leave must commence such leave no more than thirty-five (35) weeks after the day the child was born.
 - (v) Adoptive parents may commence parental leave when the child comes into their custody and control for the first time.
 - (vi) Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Board at least four (4) weeks written notice of that day.
 - (vii) Subject to the approval of the Director of Education, a male employee may be granted special leave with pay to a maximum of two days for needs directly related to the birth or adoption of his child. This leave may be divided into two periods and granted on separate days.
- (c) **GENERAL PROVISIONS APPLICABLE TO PREGNANCY AND PARENTAL LEAVE**
- (i) An employee who has given notice to begin pregnancy and/or parental leave may change the notice to begin leave upon giving the Board at least two (2) weeks written notice.
 - (ii) An employer, who has given notice to end leave may change the notice to an earlier date upon giving the Board at least four (4) weeks written notice before the earlier date.
 - (iii) Employees are entitled during pregnancy and/or parental leave to continue participation in the pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and long-term disability plans in which the employee participated prior to taking the leave. The Board shall continue to make its contributions for the prescribed benefit plans unless the employee, prior to the commencement of the leave, gives the Board written notice that the employee does not intend to pay the employee's contributions; during the leave period. Employee portion of the premiums must be made in advance of the leave. At the option of the employee prepayment may be made by means of a series of monthly post-dated cheques.
 - (iv) Employees shall be reinstated following return from pregnancy or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position if it does not, in a location as near as practical to the location of the position formerly held, at the rate equal to the wages most recently paid by the Board.
 - (v) During the above leaves, employees shall accumulate seniority.
 - (vi) When the statutory period of 35 weeks has expired, the employee may be granted, upon application to the Board, a leave of absence for a specified period. The employee would be responsible for the Board and employee share (100%) of all benefit plan premiums during this period.
- (d) Pregnancy and parental leave taken in accordance with the Employment Standards Act, shall be considered continuous service for purposes of increment recognition.
- (e) Employee:; will accrue only those elements of vacation entitlement which are service-driven (i.e., entitlement to 15 days vacation per year after three years of employment).

OTHER LEAVE**J4 ELIGIBILITY**

- (a) In order to be eligible for such leave as stated in 6:05, 6:06, 6:07, 6:08, 6:09, 6:10, and 6:11, the employee shall:
 - (i) have the approval of the Director or designate before commencing the leave;
 - (ii) submit a written request to the Director, stating the reason(s) for the leave of absence and the date(s) of the leave;
 - (iii) ensure that the immediate supervisor is aware of the leave of absence before the leave commences.
- (b) Written requests for Sick Leave or Compassionate Leave are not required except as expressed or implied in this Agreement.
- (c) The terms of Article 6 are applicable to part-time employees, prorated to their percentage of employment.

6:05 LEAVE FOR ASSOCIATION BUSINESS

- (a) Leave without pay for Association business, shall, subject to operational requirements, be granted to members of the Association Executive and shall not exceed a combined total of fifty (50) working days per calendar year.

Such leave should be requested to the Board, a minimum of two weeks prior to the date of leave or as soon as possible in urgent situations.

- (b) Leave with no loss of regular pay shall be accorded to a grievor and their Association Representative to attend complaint and arbitration hearings.
- (c) Any employee who is elected or selected for a full-time position with the Association shall be granted leave of absence without loss of seniority, by the Board for a period up to one (1) year.

6:06 COMPASSIONATE LEAVE

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

- (a) Five (5) consecutive working days, or more at the discretion of the Board, except where spanning a holiday, for the death of a husband, wife, parent or guardian, son or daughter.
- (b) Three (3) consecutive working days or more at the discretion of the Board, except where spanning a holiday, for the death of a brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, of the employee or the spouse and for the death of the guardian of the spouse.
- (c) One (1) working day, or more at the discretion of the Board, to attend the funeral of an uncle, aunt, niece or nephew of the employee or spouse.
- (d) Saturdays and Sundays are not deemed to be holidays in the application of this Article.

6:07 COMPULSORY QUARANTINE OR JURY OR WITNESS LEAVE

An employee shall be entitled to salary if absent from duty by reason of quarantine, or a summons to serve as a juror, or a subpoena as a witness in accordance with Section 260, Subsections 5 and 6, of The Education Act whereby the employee shall reimburse the Board all remuneration received from jury service or court witness, excluding payment for traveling, meals, or other related expenses.

6:08 GENERAL LEAVE WITHOUT PAY

General leave without pay may be granted to employees upon request, at the discretion of the Board.

6:09 **LEAVE OF ABSENCE**

- (a) A regular employee may apply for a full- or part-time leave of absence for a specified time period not exceeding one regular work year.
- (b) Funded-position and long-term temporary employees may apply for a full- or part-time leave of absence for a specified period not exceeding the length of the term of their position.
- (c) Approval of such requests will be at the discretion of the Board.
- (d) The Board shall endeavour to place the employee, upon return to duty, in a position equivalent to that held at the commencement of the leave of absence.

6:10 **TIME OFF FOR ELECTIONS**

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

6:11 **URGENT PERSONAL BUSINESS LEAVE**

- (a) A full-time employee may be granted a leave of absence for attendance to urgent personal business without deduction of salary up to a maximum of three (3) days, in any one school or calendar year, as appropriate to the position.
- (b) Notwithstanding Article 6:11 (a), the Board may at its discretion grant leave for urgent personal business in excess of three (3) days prorated to the employee's percentage of employment.
- (c) Leave of absence under this section is neither cumulative from year to year nor is it to be used for holidays.
- (d) When the employee, for any reason, works fewer days than the regular work year, the salary payable shall be reduced proportionately for any special leave used in excess of 3/10 day per month for 10 month employees and 3/12 day per month for 12 month employees prorated to their percentage of employment.
- (e) Under the terms of this Article, an employee who is absent from their regular duties without requesting a leave of absence, or without receiving approval of the Director or designate shall be in breach of this Agreement.

SICK LEAVE6:12 (a) **CREDIT**

- (i) As of January 1 of each year, each full-time (12 months) employee's sick leave account shall be advanced a credit of twenty-four (24) days sick leave.
- (ii) **As** of January 1 or September 1, as applicable, ten (10) month, or part-time employees shall be advanced a credit of a pro-rata amount of sick leave equivalent to (a) above, based on their hours of work and/or the percentage of the normal twelve (12) month work year for which they are employed.
- (iii) All regular employees of the Board, shall be given credit accumulated under the jurisdiction of the Board and its predecessor boards, including École catholique Colonel Forbes, École catholique secondaire Jeanne-Lajoie, and Rivercrest School where appropriate records are available.

- (iv) Eligible regular, funded-position, and long-term temporary employees are entitled to a credit of 100% of their unused days of accumulated sick leave to a maximum of 250 days.
- (v) Regular employees who are working for the Board for the first time or who return after a period of non-service with the Board for a reason other than leave of absence, shall be allowed to carry over from their previous position with a board of education accumulated days of sick leave credit to the maximum 250 days. The onus is upon the employee to provide written proof of this credit.
- (vi) Funded-position and long-term temporary employees shall be credited with sick leave on the basis of two (2) days per month prorated to their percentage of position, or 1/194 (for 10 month employees) or 1/260th (for 12 month employees) of the number of full day equivalents for which the employees receive remuneration. Such sick leave credits shall not be cumulative, unless there is not a break in excess of five (5) normal working days between assignments. Christmas, Winter and Summer holidays do not constitute a break for purposes of accumulating sick leave.
- (vii) The Board will endeavour to forward to employees in the early months of each new school or calendar year, as applicable, a statement of their sick leave credits.

(b) **DEDUCTIONS FROM SICK LEAVE**

A deduction shall be made from accumulated sick leave on all normal working days or part thereof (exclusive of holidays), where the employee is absent due to personal illness, personal medical or dental appointments, as per Article 6:12 (c).

WORKERS' COMPENSATION

An employee prevented from performing their regular work with the Board as a result of an occupational accident that is recognized by the Workers' Compensation Act, shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and the employee's regular salary and charged to the employee's bank of sick leave credits until such credits are exhausted.

(c) **MEDICAL/DENTAL APPOINTMENTS**

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

(d) **PROOF OF ILLNESS**

- (i) Any employee who is absent from duty because of illness for more than three (3) consecutive working days shall submit, if requested to do so by the Director of Education, a statement from a doctor certifying that such employee is unable to carry out their duties due to illness and the nature of the illness. The Board reserves the right, at its expense, to request that an employee obtain a medical certificate from a medical practitioner agreed to by the Board and Association in the event of repeated or extended absences.
- (ii) Notwithstanding Article 6:12 (d) (i) the individual privacy of employees in their professional relationship with their physicians shall not be violated.
- (iii) If an employee fails to submit a medical certificate when required in (i), within five (5) working days of their return to work, the days of absence shall be processed as leave without pay. The Board reserves the right to request medical certificates prior to an employee's return to work in the case of long-term absences.

- (iv) The Board reserves the right to require an employee to undergo a medical examination as required, in order to ensure fitness for work.
- (v) Costs associated with obtaining a medical certificate shall be borne by the Board.
- (e) **LEAVE OF ABSENCE DUE TO ILLNESS**
 - (i) Each employee's sick leave account shall be debited for the number of normal working days absent due to personal illness until such account has become completely exhausted. Employees who continue to be absent due to personal illness after their sick leave accounts have become exhausted shall be deemed to be on leave of absence due to personal illness.
 - (1) Leave of absence due to personal illness of a regular employee may remain in effect for a maximum of one calendar year, and at the discretion of the Board, may be extended further to a maximum of five (5) years from the date of commencement of long-term disability benefits.
 - (2) Funded-position and long-term temporary employees may remain on a leave of absence due to personal illness until the termination of their regularly scheduled period of employment.
 - (iii) A regular employee on an approved leave of absence due to personal illness for any period or period of redundancy shall not receive sick leave credit for the period of such leave, but shall retain their cumulative credit, if any, existing at the time of such leave or redundancy when the employee returns to work.
 - (iv) **INSURANCE PLANS WHILE ON LEAVE OF ABSENCE DUE TO ILLNESS**
 Subject to the terms and conditions of the Board's Master Application with OTIP, insurance plans may be continued during the leave of absence due to personal illness under 6:12 (e) through prepayment by the employee of 100% of the premiums. Prepayment must be made in advance of the leave, and at the option of the employee, may be made by means of a series of monthly post-dated cheques.

STATUTORY HOLIDAYS AND BOARD APPROVED HOLIDAYS

6:13 (a) **STATUTORY HOLIDAYS IN ACCORDANCE WITH THE EMPLOYMENT STANDARDS ACT**

- (i) Providing that the full- and part-time ten (10) and twelve (12) month regular and funded position employee received remuneration for the regularly scheduled work day before and after the Statutory Holiday, the employee is entitled to the following Statutory Holidays, prorated to their percentage of employment:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day; and
Boxing Day.	

When statutory holidays fall on a Saturday or Sunday, at the discretion of the Board, the holiday shall be observed on the regular working day before or after the Statutory Holiday.

- (ii) Long-term temporary employees are entitled to remuneration for the appropriate Statutory Holiday, upon the completion of twenty (20) consecutive days in the position, in accordance with the terms of Article 6:13 (a) (i)

(b) **BOARD APPROVED HOLIDAYS**

- (i) The Board Approved Holidays are:
 Easter Monday, as of April, 1995;
 one-half day on Christmas Eve or equivalent, as of January 1, 1996;
 and
 one-half day on New Year's Eve or equivalent, as of January 1, 1996.

- (ii) The Board recognizes the above-mentioned days in the same manner as Statutory Holidays and therefore, employees will be entitled to them in the same manner as outlined in Article 6:13 (a) and (b).

(c) **HOLIDAY PAY**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with the Employment Standards Act.

(d) **HOLIDAYS ON DAYS OFF**

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

VACATION

6:14 This article is effective January 1, 1996.

- (a) Full-time, twelve (12) month regular employees shall accumulate vacation leave as follows:

<i>Service</i>	<i>Vacation Leave Per Year</i>
0 - 2 years	10 working days
3 - 9 years	15 working days
10 - 14 years	20 working days
15 + years	22 working days

- (b) An employee who is in their twentieth (20) calendar year of employment shall be granted four (4) weeks' paid leave during that calendar year, in addition to their annual leave.
- (c) Part-time twelve (12) month regular employees shall accumulate vacation as above prorated to their percentage of employment.
- (d) Full- and part-time ten (10) month regular and ten (10) and twelve (12) month funded-position and long-term temporary employees shall have the option of receiving their vacation pay in their regular bi-weekly pay cheque or accruing vacation pay. Only on September 1 of each year, employees other than newly hired employees, may elect to change the method of receiving or accruing vacation pay.

This will be at the rate appropriate for their years of service with the Board as set out in the following table. Part-time ten (10) month funded-position and long-term temporary employees shall be entitled to vacation prorated to their percentage of employment.

<i>Service</i>	<i>Rate</i>
0 - 2 years	4%
3 - 9 years	6%
10 + years	8%
15+ years	8.8%

- (e) An employee who is in their twentieth (20) calendar year of employment shall be granted 8% vacation pay during that calendar year, in addition to their annual percentage of vacation pay.
- (f) Casual employees will receive their vacation pay with their bi-weekly pay cheque at the rate specified by the Employment Standards Act.

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

$$\frac{\text{Twelve Month Employees}}{\text{number of days with remuneration}} \times \frac{260}{260} \times \text{the vacation days allowed (based on years of service)} \times \text{percentage of employment}$$

or

$$\frac{\text{Ten Month Employees}}{\text{Gross Pay (including Statutory and Board approved holidays)}} \times \text{percentage of vacation pay allowed (based on years of service)}$$

- (h) A maximum of ten (10) days of vacation credit may be carried forward from one year to the next for twelve (12) month employees. Written permission of the Director of Education is required to carry forward more than ten days of vacation from any year to the subsequent year.
- (i) The dates on which vacation leave will be taken by each employee, shall be established to the mutual satisfaction of the employee and the Board.
- (j) Employment with the Boards, as well as merged and predecessor Boards, will count as service with this Board.

PLACEMENT

Subject to the conclusion of the Pay Equity Job Evaluation and Classification System, the following applies:

DEFINITIONS OF CATEGORIES

- 7:01 (a) (i) Definitions of Categories for Educational Assistants and Linguistic Animators are as follows:
- | | |
|-----------------|---|
| Category One: | Grade 12 and no additional education. |
| Category Two: | Grade 12 and one year of additional education. |
| Category Three: | Grade 12 and two years of additional education. |
| Category Four: | Grade 12 and three years of additional education. |
- (ii) Education is defined as the successful completion of one year of education in a specific program of study in a school registered with the Ministry of Education. Where a specific course or diploma has been credited previously for salary purposes, it can not be credited again towards another year of education.
- (b) Definitions of Categories for School and Attendance Counsellors is as follows:
- Level A: No job related training.
- Level B: No job related training.
Completion of first level of the Ontario Ministry of Education program for Attendance Counsellors (three summer courses).
- Level C: Post Secondary Diploma in the area of social services with direct service to clients;
- OR**
- No job related training and completion of the third level of the Ontario Ministry of Education Completion of a Bachelor's or Master's Degree in Social Work;
- OR**

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

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

INITIAL PLACEMENT

7:02 Until Educational Assistants, Linguistic Animators, and School and Attendance Counsellors; comply with Article 7:03 they shall be placed in the Category/Level to which their academic qualifications equate, in the opinion of the appropriate Supervisory Officer.

QUALIFICATIONS AND EXPERIENCE

7:03 Educational Assistants, Linguistic Animators, and School and Attendance Counsellors who become employees of the Board during the term of this Agreement shall submit to the Manager of Personnel official statements of qualifications and education within 120 days of being requested to do so by the employee's Supervisory Officer or Manager of Personnel.

RETROACTIVE SALARY ADJUSTMENT

7:04 When the official verification of qualifications and education have been received, the Educational Assistant's, Linguistic Animator's, and School and Attendance Counsellor's salary shall be adjusted retroactive to start date, if necessary, in accordance with the qualifications which were held at the time of the employee's commencement of duties or otherwise in accordance with Article 9 -- Table of Salaries.

EXPERIENCE FOR SALARY PURPOSES

- 8:01 (a) **EXPERIENCE RECOGNITION**
Experience in the current position with this Board or the same position with another school board registered with the Ministry of Education shall be recognized for placement on the salary grid. The onus is on the employee to provide evidence of the above-mentioned experience with other boards.
- (b) **FORMULA**
- (i) **REGULAR EMPLOYEES**
For increment purposes, effective January 1, 1994, a year is a year for all full- and part-time, ten (10) and twelve (12) month regular employees.
- (ii) The formula for the calculation of experience for the period prior to January 1, 1994, will continue to be utilized.
- (iii) **LONG-TERM TEMPORARY EMPLOYEES**
Long-term temporary employees shall continue to be credited with experience based on the formula utilized prior to January 1, 1994, until such time as they become a regular employee. From the date the employee becomes a regular employee, experience will be calculated based on the formula, "a year is a year for all full- and part-time, ten (10) and twelve (12) month regular employees".
- (iv) **PART-TIME REGULAR AND LONG-TERM TEMPORARY EMPLOYEE**
Part-time regular employees who also work in a long-term temporary assignment shall be credited with experience in accordance with Article 8:01 (b) (i) and (ii).
- (c) **INCREMENT DATE**
- (i) Employees shall be credited on the anniversary of their most recent individual start date in the position with one year of experience in the position. Employees who were classified as temporary in the position prior to becoming a regular employee in the

position shall have their start date as the first date in the temporary assignment providing there is not a break in excess of ten (10) working days between appointments.

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

(d) **CASUAL EMPLOYEES**

Experience gained as a casual employee will be credited only when the employee becomes a long-term temporary or regular employee.

APPLICATION OF TABLE OF SALARIES

DETERMINATION OF SALARIES

9:01 Except as otherwise specifically provided for in this Agreement, the salary of each of the following employee groups shall be determined in accordance with:

- | | | |
|-----|------------------------------|--|
| (a) | regular employee | -- Article 9:09 (a) and Appendix ----- |
| (b) | funded-position employee | -- Article 9:09 (b) |
| (c) | casual employee | -- Article 9:09 (c) |
| (d) | long-term temporary employee | -- Article 9:09 (d) |
| (e) | grandfathered salaries; | -- Article 9:09 (e) |
| (f) | acting pay | -- Article 9:09 (f) |

EQUAL PAY FOR WORK OF EQUAL VALUE

9:02 The principle of equal pay for work of equal value, regardless of sex, shall apply.

JOB CLASSIFICATION AND RECLASSIFICATION

9:03 The Parties agree to jointly establish a classification and job evaluation plan applicable to all Board employees and which conforms to the requirements of the Ontario Pay Equity Act.

NEW POSITION

9:04 When a position is created by the Board, and not covered by existing categories, the salary and additional allowances for such position shall be arrived at by mutual agreement with the authorized Association representatives before this new position is filled.

NO SALARY REDUCTION

9:05 The salary of an employee shall not be reduced except as required by Article 7:03 or as required by a change in duties or responsibilities. There shall be no substantial reduction of duties and responsibilities of all positions presently in place with the Board until the new evaluation process or system is finished, and that furthermore, if a substantial reduction in duties and responsibilities is anticipated after the process is done, there will be consultation between the Board and the Association for the purpose of coming to an agreement.

PAY DAYS

9:06 Payroll will be paid biweekly. Current employees, other than casual employees, will have the option of receiving a paycheque directly or by means of direct deposit to a financial institution of the employee's choice. New employees, other than casual employees, will be paid by means of direct deposit.

On each pay day, the employee shall be provided with an itemized statement of their wages and deductions and the dates of this pay period.

PAYROLL SAVINGS PLAN

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

QUALIFICATION UPGRADE AND SALARY ADJUSTMENT

9:08 Educational Assistants and School and Attendance Counsellors who have met the requirements for placement at a higher qualification category on the salary schedule shall be entitled to a salary adjustment effective from the first day of the month following the month in which the requirements for the higher category were completed, provided that the eligible employee supplies to the Manager of Personnel the required documentary proof within 120 days following the date the requirements were met.

SALARY LEVEL9:09 (a) **NEWLY HIRED/PROMOTED**

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

(b) **FUNDED POSITION**

Funded-position employee's remuneration will be based on conditions contained in the grant or funding for the special project.

(c) **CASUAL EMPLOYEES**

Casual employees will receive the entry level salary rate for the position for which they were hired. Where applicable, the entry level salary rate will be based on the employee's category as per Article 7:01. Recognition of previous experience for an equal or higher salary level will be given to former regular Board employees and will be effective on date of hire.

(d) **LONG-TERM TEMPORARY EMPLOYEE**

For the first twenty (20) consecutive, regularly scheduled working days of replacing a regular or funded-position employee or employed to work in a special assignment, the long-term temporary employee will be placed at the entry level of the position for which they were hired. Where applicable, the entry level salary rate will be based on the employee's category as per Article 7:01. On the twenty-first (21) consecutive, regularly scheduled working day in this assignment, the long-term temporary employee will be eligible to be placed on the salary grid according to their experience in the position as per Article 8:01 retroactive to start date in the assignment. Recognition of previous experience for an equal or higher salary level will be given to former regular Board employees and will be effective on date of hire.

(e) **GRANDFATHERED SALARIES**

Educational Assistants whose hourly rate of pay would have been adversely affected with the implementation of the June, 1989 revised Board Policy A-26, will continue to have their hourly rate of pay red-circled or grandfathered until such time as the applicable salary for an educational assistant with the same education and experience exceeds the grandfathered hourly rate.

(f) **ACTING PAY**

(i) When a regular employee, for ten or more consecutive working days, temporarily substitutes in, or performs the principle duties of a higher paying position for which a salary range has been established, they shall receive, retroactive to start date, the rate in the salary grid of the higher paying position which is the next highest to the employee's current salary in the regular position.

(ii) The new rate shall not exceed the maximum grid rate of the higher paying position.

(iii) When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

TRAVEL REIMBURSEMENT

- 10:01 An employee shall be reimbursed as follows for the expenses incurred in Board-authorized travel within Renfrew County:
- (a) Reimbursement shall be made for authorized travel from the designated school/office/etc. to and from any other school or authorized location within Renfrew County.
 - (b) The designated facility is the one in which the employee works or has an office. The Board shall name the designated facility with respect to an itinerant employee.
 - (c) No reimbursement shall be paid for travel between the employee's residence and the designated facility.
 - (d) If the distance between the designated facility and any other facility or location to which travel is authorized, is greater than the distance from the employee's residence to such other Board facility or location to which travel is authorized, then the employee may choose the shorter route.
 - (e) When at the Board's discretion it is feasible for several employees to travel together, the Board may designate the number of vehicles with respect to which travel shall be reimbursed.
 - (f) The travel reimbursement shall be in accordance with Board Policy.
 - (g) Travel within Renfrew County shall not be reimbursed to employees attending or participating in Professional Activity Days except as outlined in (h).
 - (h)
 - (i) Any employee who is responsible for the preparation and presentation of a Professional Development Program for other personnel in Renfrew County Roman Catholic Separate Schools on a Professional Activity Day shall be reimbursed for the travel which must be undertaken to present such a program on a Professional Activity Day.
 - (ii) An itinerant employee for whom it is mandatory to commute on a Professional Activity Day between their designated facility and their other assigned facility in the completion of their duties may claim travel expenses on these Professional Activity Days.

PENSION PLAN AND RETIREMENT GRATUITY BENEFITS**11:01 PENSION PLANS**

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

- (a) Application for enrolment in this system is mandatory for all employees hired on a continuous full-time 12 month basis with the exception of 11:01 (b).
- (b) A employee who possesses an Ontario Teacher's Certificate or its equivalent must participate in the Teachers' Pension Plan unless the employee is considered occasional. In such cases, the employee has the option of choosing participation in the Teachers' Pension Plan.
- (c)
 - (i) All part-time regular and funded-position employees and educational assistants are eligible to participate in OMERS when they have met the requirements as established by OMERS -- the employee must have worked a minimum of 700 hours in each of the previous two consecutive calendar years and must have earned at least 35% of the maximum CPP for the year.

or

- (ii) Immediately upon hiring, all part-time regular, funded-position, and long-term temporary employees and educational assistants are eligible to participate in the Teachers' Pension Plan providing the employee possesses an Ontario Teacher's Certificate or its equivalent, and does not participate in another pension plan.
- (d) In the last trimester of each calendar year only, the Board will offer to eligible employees as per Article 11:01 (c) (i) enrolment in OMERS. This will be effective January 1 of the following calendar year.

RETIREMENT GRATUITY

11:02 Upon retirement as defined by OMERS or the Teachers' Pension Plan Act, from the Renfrew County Roman Catholic Separate School Board, after ten or more years of continuous service with the Board, including years of service with any former board which forms part of the Renfrew County Roman Catholic Separate School Board,

- (a) an employee shall be entitled to a gratuity based on the accumulated sick leave credit, to a maximum of the employee's remaining sick leave credits, multiplied by the daily rate of salary, calculated as follows:

the lesser of

$$(a \times 2.4\% \times b \times c)$$

or

X

or

Z

- (b) an employee who has elected to accept a reduction in employment from full-time to part-time employment in respect of one or more years or school years, as the case may be, including the year or school year immediately preceding the employee's termination of employment by reason of retirement, the limitation (Z) upon the amount of the gratuity payable under 11:02 (a) does not apply to the employee and, in lieu thereof, the maximum amount receivable by the employee shall not be in excess of an amount equal to one-half of the full-time annual rate of the earnings received by the employee for the last complete year or school year, as the case may be. The calculation shall be as follows:

$$(a \times 2.4\% \times b \times c)$$

or

Y

- | | | | |
|-------|---|---|--|
| where | a | = | total years of continuous service; |
| | b | = | the total number of days of accumulated sick leave credits to a maximum of 250 days; |
| | c | - | daily salary as of date of retirement; |
| | d | - | daily salary as of date of retirement based on full-time employment; |

- | | | |
|---|---|---|
| x | - | one-half year's salary as of date of retirement; |
| y | - | one-half of the equivalent of the full-time annual rate of salary for the last complete year or school year, as the case may be, in which the employee was employed by the Board. |
| z | - | one-half of the number of accumulated sick leave credits multiplied by the daily rate of salary at time of retirement. |
- (c) The Board reserves the right to pay a gratuity to employees who may not have sufficient cumulative sick leave.
- (d) Gratuity benefits as per Article 11:02 shall be paid within one (1) year after retirement or as arranged to the mutual satisfaction of the employee and the Board.
- (e) In the event of the death of an employee employed by the Board, the gratuity to which the employee would have been entitled under 11:02 shall be paid to the employee's estate.

INSURANCE PLANS

Effective January 1, 1995, the Board agrees to administer the following Insurance Benefit Plans for its eligible employees: Basic Life and Accidental Death and Dismemberment Insurance Plan; Optional Life Insurance Plan for employee and/or spouse; Dental Prevention Care Benefit; Extended Health Benefit; and Long-term Disability Plans.

BASIC LIFE AND AD/ & D INSURANCE PLAN

- 12:01 (a) The Board agrees to pay 80% of the annual premiums for a Basic Life/AD&D Insurance Plan for eligible employees. The amount of insurance payable on the death of an employee shall be the employee's salary, including taxable allowances, multiplied by three (3) to a maximum of \$150,000. life insurance plus double indemnity for accidental death or dismemberment.
- (b) Application for enrolment in the Basic Life/AD&D Insurance Plan referred to in Article 12:01 (a) shall be compulsory for full-time and part-time twelve (12) month employees; and optional for full- and part-time ten (10) month regular, and eligible ten (10) and twelve (12) month funded-position and long-term temporary employees.

OPTIONAL/SPOUSAL LIFE INSURANCE PLAN

- 12:02 Additional life insurance coverage is available for the employee and/or spouse and is subject to carrier approval. The employee is responsible for 100% of the premiums.

DENTAL PREVENTIVE CARE PLAN

- 12:03 (a) For all full-and part-time eligible employees, the Board agrees to pay 80% of the annual premium for a Dental Preventive Care Plan. The benefits contained in said Plan shall not be reduced by the Board to less than those contained in the Blue Cross Dental Plan in effect as at January 1, 1994, and shall be based upon the current Ontario Dental Association Fee Guide.
- (b) The Board agrees the Dental Plan in 12:03 (a) shall include Blue Cross Rider #2 (50% of dentures) and Rider #3 (50% of orthodontics up to maximum of \$1,500, i.e., braces and appliances but not caps nor pit and fissure sealants).

EXTENDED HEALTH BENEFIT

:04 For all full- and part-time eligible: employees, the Board agrees to pay 80% of the annual premium for an Extended Health Benefit Plan. The benefits contained in said Plan shall not be reduced by the Board to less than those in effect as at January 1, 1994, plus Vision Care maximum benefit increased to \$250., over twenty-four (24) months.

LONG-TERM DISABILITY PLANS

12:05 (a) The Renfrew County Roman Catholic Separate School Board agrees to administer two long-term disability plans -- 1) Plan 1 -- 100% employee paid, non-taxable Plan; and 2) Plan 2 -- shared employee and Board, taxable Plan.

(b) Application for enrolment in either of the Long-term Disability Plans is (a) compulsory for all full- and part-time 12 month regular employees; or (b) optional for full- and part-time 10 month regular employees who are employed on a less than 12-month year basis, i.e., 10-month school secretaries, educational assistants, linguistic animators, school and attendance counsellors, etc.

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

(c) Newly hired or eligible employees may choose from the two long-term disability plans. Once a selection has been made, the employee will have to remain in their chosen Plan for as long as they are employed by the Board.

(d) (i) Plan 1 is a non-taxable Long-term Disability Plan. The eligible employee is responsible for paying 100% of the premium for participation in Plan 1.

Until the employee's bank of sick leave credits is exhausted, the Board shall deduct up to forty (40%) percent of a day's credit from the employee's sick leave credits for each day of absence due to qualified long-term disability when the Board is receiving sixty or more (60%) percent of the employee's salary from the Insurance Carrier.

(ii) Plan 2 is a taxable Long-term Disability Plan. The eligible employee is responsible for paying 20% of the premium for participation in this Plan. The Board agrees to pay 80% of the premium costs for Plan 2.

Plan 2 will provide a monthly benefit equal to two-thirds (2/3) of the employee's monthly salary. Personnel employed in high risk positions such as those held by Warehouse and Delivery personnel, etc., will receive a maximum of \$2,000. per month.

Sick Leave credits may not be utilized *to* subsidize Plan 2.

(e) **INCOME TAX RECEIPTS**

(i) The Board shall issue to each employer: who is receiving payment from Plan 1 a T-4 statement reflecting all income from the Board with the exception of the Insurance Carrier's share.

(ii) The Insurance Carrier will issue to each employee who is receiving payment directly from Plan 2 a T-4 statement reflecting all income earned through this Plan.

GENERAL PROVISIONS**ENROLMENT IN OR DISCONTINUATION OF PLANS**

12:06 (a) An employee who wishes to discontinue any insurance plan shall notify the Manager of Personnel in writing no later than the fifteenth (15th) day of the month immediately preceding the month in which the employee wishes the plan to be discontinued.

- (b) With the exception of Article 12:05 (c), an employee who elects to re-enroll in any such plan or other plan must give notice in writing by the fifteenth (15th) of the month prior to the month in which they wish to be re-enrolled, subject to the approval of the insurance carrier.
- (c) Subject to the approval of the insurance carrier, an employee who waived Health and/or Dental coverage when they were eligible may only join on the anniversary date of the Plan -- May 1.

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

PREMIUMS

12:07 (a)

FOR SUMMER MONTHS

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

(b)

FOR LEAVES OF ABSENCE

- (i) Subject to the terms and conditions of the Board's Master Application with OTIP, insurance plans may be continued during the approved full-time leave of absence without pay through prepayment by the employee of 100% of the premiums. In advance of the leave, the employee is required to submit in writing, their desire to continue or discontinue participation in any of the plans.

Where the employee continues to prepay their share of the premiums, the Board will continue paying its share of the premium costs for leaves of absence due to (1) Pregnancy and/or Parental Leave in accordance with the Employment Standards Act; and (2) a maximum of one year of combined sick leave and leave of absence due to occupational injury for which the employee receives benefits in accordance with the Workers' Compensation Act.

- (ii) Employees on an approved part-time leave of absence will have their share of the premiums pro-rated to the time worked.
- (iii) These payments must be made in advance of the leave, and at the option of the employee, may be made by a series of monthly post-dated cheques or by one lump sum for the premiums.
- (iv) An employee who wishes to discontinue any insurance plan either before or during their leave of absence, shall notify the Manager of Personnel in writing in accordance with Article 12:06

TERMINATION OF EMPLOYMENT

12:08 (a)

RETIREMENT BEFORE AGE 65

Employees who retire under the provisions of one of the Board's pension plans, or if not enrolled in these plans have attained the age of 55 prior to their retirement, shall be eligible to continue participation in the Board's Group Life Insurance Plans, that is Basic Life/AD&D, and Optional/Spousal Insurance Plans, as approved by the Insurance Carrier, until the employee attains the age of 65 years.

The retired employee must pay the full premium cost to maintain participation and coverage under the group contracts.

(b) **LAY-OFF/RESIGNATION/TERMINATION**

All other employees may convert any of the above-mentioned insurance plans to an individual policy within 31 days of termination of employment.

NO STRIKES OR LOCK-OUTS

13:01 The Parties agree that there shall be no strikes nor lockouts, as defined in the Ontario Labour Relations Act, during the term of this collective agreement.

ASSOCIATION/BOARD COMMITTEES

JOINT HEALTH AND SAFETY COMMITTEE

14:01 The Parties acknowledge that the Joint Health and Safety Committee, as established by the affected Parties, is governed by the Occupational Health and Safety Act and Regulations.

LABOUR/MANAGEMENT CONSULTATION COMMITTEE

14:02 During the term of this Agreement, where either Party feels that it would be beneficial to discuss matters of mutual concern and interest, other than matters which are properly the subject of a grievance or negotiations, a maximum of four (4) representatives from each Party shall meet at a mutually acceptable time and place. A record of topics discussed and of action to be taken as a result of these discussions will be maintained.

GRIEVANCE PROCEDURE

DEFINITION

15:01 Grievance is defined as a difference or a dispute by an employee, a group of employees, the Association or the Board arising from the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable. The Parties agree that all grievances shall be processed according to Article 15.

- (a) A grievance shall be defined as a written complaint by an Employee and shall be submitted at Step One of the grievance procedure.
- (b) A group grievance shall be defined as a common complaint by two or more employees and shall be submitted at Step One of the grievance procedure.
- (c) A policy grievance may be submitted, by the Association, directly to Step Two of the grievance procedure. It is understood that such a grievance shall not deal with matters which are properly the subject of an individual employee grievance.
- (d) A discharge grievance is defined as a grievance alleging wrongful or unjust discharge and shall be taken up at Step Two of the grievance procedure.

COMPLAINTS

- 15:02
- (a) It is the mutual desire of the Parties that complaints of employees shall be dealt with promptly. Therefore, where appropriate, employees should discuss a complaint with their immediate supervisor in an attempt to resolve the complaint prior to starting a formal grievance.
 - (b) Both the Board and the Association recognize that it is to their mutual advantage to resolve group or policy complaints promptly. Both Parties agree that, where appropriate, a group or

policy complaint should be discussed with the other Party prior to starting a formal grievance.

WRITTEN GRIEVANCE

15:03 The written grievance shall:

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

STEP'S

15:04 Step One

The employee shall present the grievance in writing, on the appropriate grievance form to the Superintendent of Business, within fifteen (15) working days after the employee became aware or ought to have become aware of the circumstances giving rise to the grievance. The Step One decision will be rendered within ten (10) working days following receipt of the grievance.

Step Two

If the grievance is not resolved at Step One, the grievor may submit the grievance to the Director of Education or his designate, within ten (10) working days following receipt of the Step One decision. The final decision at Step Two will be rendered within twenty (20) working days following receipt of the grievance at this final stage.

TIMELINES

- 15:05 (a) No grievance shall be considered where the circumstances giving rise to it occurred or originated and where the grievor was aware of said circumstances more than fifteen (15) full working days before the filing of the grievance.
- (b) Time limits specified in this Article may be extended only by written mutual agreement of the Parties.
- (c) In the event that a grievance is not processed according to this Article, it shall be deemed to have been withdrawn.

REPRESENTATIVES

- 15:06 (a) The Association shall notify the Board, in writing, of the name of each Representative and the area(s) they represent and the name of the Chief Representative, before the Board shall be required to recognize them.
- (b) The Board recognizes the right of an employee to be represented by their Association Representative in the presentation of complaints at any stage. Such Representative shall obtain the permission of their Supervisor when presenting grievances or attending meetings with management involving the grievance procedure, and shall do so without loss of pay or benefits, when such meetings occur during regular working hours.

ARBITRATION PROCEDURE

- 15:07 (a) Failing satisfactory settlement at Step Two, the grievance may be referred to arbitration within twenty (20) working days after the final reply at Step Two. The Party referring the grievance to arbitration shall immediately notify the other Party.

- (b) The arbitration procedure as it pertains to this collective agreement shall be conducted in accordance with the appropriate subsections of the Ontario Labour Relations Act.
- (c) (i) The Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the Association, and a third person to act as Chairperson chosen by the other two Appointees. If the Appointees cannot agree to a Chairperson within ten (10) working days after the notice is given, the Parties shall request the Ontario Labour Relations Board to nominate a Chairperson.
- (ii) A single arbitrator may be substituted for a Board of Arbitration, if both Parties agree on the selection within ten (10) working days after receipt by one of the Parties of the other Party's desire to refer the grievance to arbitration. If the two Parties fail to agree upon a single arbitrator with the time: so limited, the appointment shall be made by the Minister of Labour pursuant to the Ontario Labour Relations Act.
- (d) The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both Parties. If there is no majority, the decision of the Chairperson governs.
- (e) The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement
- (f) Each of the Parties to this agreement will pay the fees and disbursements of its nominee to the Arbitration Board, where appropriate, and will share equally the fees and disbursements of the Chairperson or Arbitrator, except that neither Party shall be obligated to pay any stenographic costs incurred without its express consent.
- (g) Should the Parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it should do within fifteen (15) days.
- (h) The time limits fixed in the arbitration procedure may be extended by consent of the Parties to this Agreement,

*IN WITNESS WHEREOF the Board and Employees Association of Ottawa Carleton have caused this Agreement to be signed in their respective names by their **duly** authorized representatives at Pembroke,*

**Memorandum of Agreement
Ratification by Board and the Employees' Association of Ottawa Carleton
Signing of Agreement**

Signed on behalf of:

*The Renfrew County Roman Catholic
Separate School Board*

*Authorized Representatives of the Employees'
Association of Ottawa-Carleton*

*D. Marcus
Chairperson, Negotiating Committee*

*G. Poirier
President, Renfrew Unit, EAOC*

*L. Finn
Member, Negotiating Committee*

*B. Orser
EAOC Representative*

C. Maurice
Member, Negotiating Committee

F. Culleton
EAOB Representative

B. Schreader
Chairperson of the Board

C. McGuire
EAOB Representative

LE. Stunt
Secretary-Treasurer

D. Zabloskie
EAOB Representative

B. McMullin
EAOB Representative

C. Mask
EAOB Representative

Date of Signing: _____

LETTER OF AGREEMENT

Between

The Employees' Association of Ottawa Carleton

and

The Renfrew County Roman Catholic Separate School Board

RE: ASSOCIATION LEAVE

It is recognized by both parties that all Association leave, up to and including February 29, 1996, will be considered as on Board (employer) time.

For the
Employees' Association of Ottawa Carleton

For the
Renfrew County Roman Catholic,
Separate School Board

LETTER OF UNDERSTANDING

RE: CELINE EL KUERTI

Celine El Kuerti was re-employed by the Renfrew County Roman Catholic School Board on July 1, 1991, as an integral member of the staff affected by the EN BLOC TRANSFER AGREEMENT.

Therefore, Mrs. El Kuerti will continue to enjoy all rights and benefits in accordance with Bill 30 until such time as the Collective Agreement meets or exceeds the requirements of this legislation.

Renfrew County Roman Catholic Separate School Board

Employees' Association of Ottawa Carleton

Date

APPENDIX A

DEFERRED) SALARY LEAVE ACCORD

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

Date of Application: _____ Duration of Plan: _____ Years

Commencement Date of Plan: _____

Explanatory Note: If the duration is five years and if the commencement date is September 1, 1994, then the one-year leave of absence will begin on September 1, 1998.

1. I hereby authorize the Board to defer my salary as per the foregoing data and the terms of Article 6:02 of the Agreement such that I shall commence a one-year leave of absence on _____
, (date of year of leave,
i.e., September 1, 1998
or January 1, 1998)

2. I hereby designate the following financial institution under the terms of Article 6:02 (d) (iii) of the Agreement:

Name of Institution: _____

Postal Address: _____

_____ Postal Code

Signature of Employee: _____

See Flexform -- for Pages 46 and 47 -- Flex/Banked/Staggared Hrs. and Overtime Sheet