



COLLECTIVE AGREEMENT

BETWEEN

THE THAMES VALLEY DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE 4222C

TERM OF AGREEMENT:

2003 MAY 26 TO 2005 AUGUST 31

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PURPOSE

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union, to secure prompt disposition of grievances, to secure the efficient operations of the Employer's business without interruption or interference with work to maintain the existing harmonious relations and to provide wages, hours, benefits and working conditions for the employees. It is recognized by this agreement to be the duty of the Employer, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 4222C as the sole and exclusive collective bargaining agent of all Employees classified as Educational Assistants and Instructional Assistants employed by the Board. For purposes of clarity, the parties agree that the term "Educational Assistant" includes Speech and Language Assistant, Health Care Assistant, Communicative Disorder Assistant, Pupil Aide and Developmental Program Assistant and Intervener.
- 1.02 The Employer recognizes the right of the Bargaining Unit to authorize CUPE or any CUPE advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent the Members in all matters pertaining to the negotiation and administration of the Agreement.
- 1.03 The Union recognizes the right of the Employer to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, layoff, suspend and rehire Employees and to discipline or discharge an Employee for just cause;
 - (c) make, enforce and alter from time to time rules and regulations to be observed by the Employees. When such rules and regulations are instituted or altered the Employer shall provide a copy to the Union and shall concurrently inform all the affected Employees ten (10) working days prior to the effective date.
- 2.02 The Employer agrees that these rights shall be executed in a manner consistent with the terms and provisions of this Agreement and shall be subject to the right of the Employee and/or the Union to lodge a grievance as set forth herein.
- 2.03 All past practices and policies of the four (4) predecessor Boards which are not explicitly included in this Agreement are hereby rescinded.

- 2.04 The Union shall be provided electronically a copy of all written Policies and Procedures that may impact on the Bargaining Unit. In addition a copy will be made available electronically to all work sites.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Board and the Union agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or handicaps as those terms are defined in the Ontario Human Rights Code and any other relevant legislation. Situations that arise will be dealt with in accordance with the appropriate Board policy and/or the Ontario Human Rights Code.
- 3.02 There shall be no discrimination against or intimidation of any Employee for reasons of union membership or union activity, or for the exercise of rights provided for in this Agreement.

ARTICLE 4 - UNION SECURITY, MEMBERSHIP AND DUES

- 4.01 Each Employee in the Bargaining Unit shall as a condition of employment, become and remain a member of the Union.
- 4.02 On each pay the Employer will deduct from the pay of each Employee who is covered by this Agreement, union dues as specified in writing by the Union. The Employer shall also deduct any initiation or assessment levies in accordance with the Union's written instructions. In all cases, the Union shall notify the Employer in writing at least 30 calendar days in advance of any changes to the amount of Union dues or levies to be deducted.
- 4.03 All dues so deducted shall be remitted to CUPE Local 4222, by electronic transfer when feasible, not later than the 10th of the month following the month in which such deductions are made together with a list of the names of all Employees from whose pay the dues were so deducted (dues/levies/assessment/initiation fees), total regular wages for the period being remitted, the amount deducted, the Employee location and employment status. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an Employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.
- 4.04 The Employer shall notify the Union in writing by the 10th of the month, of all appointments, hiring, transfers, layoffs/redundancy, recalls and terminations of employment, leaves of absences longer than four (4) weeks, new classifications, reclassifications concerning Employees covered by this Agreement during the previous month.

ARTICLE 5 - COMMITTEES

5.01 The Employer recognizes the following committees of Employees for the respective purposes shown:

The Bargaining Committee: consisting of not more than five (5) Employees for the purpose of negotiating this Agreement and its renewal. The Union may have one (1) additional delegate whose salary shall be paid for by the Union. Negotiations shall be held at a neutral location unless mutually agreed upon by both parties.

The Labour Management Committee: consisting of not more than six (6) Employees and not more than six (6) representatives of the Employer for the purpose of improving communications between the parties and discussing matters of mutual concern. This committee shall hold monthly meetings on dates set out at the beginning of each school year. The Union and the Employer will exchange agendas of matters for discussion seven (7) calendar days before each regular meeting of the committee. The Committee will also meet at any other mutually agreeable time to discuss urgent matters.

The Union Grievance Committee: consisting of not more than four (4) Employees one of which shall be the Chief Steward, for the purpose of processing grievances in accordance with the Grievance Procedure provided for in this Agreement. The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties.

The Joint Health and Safety Committee: consisting of up to eight (8) Employees representing all three CUPE Bargaining Units and up to eight (8) Employer representatives shall be established. The Health and Safety Committee shall hold meetings as required by legislation or as determined by the joint committee for the purpose of considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The terms of reference shall be established by the Joint Health and Safety Committee and shall be reviewed from time to time as circumstances dictate.

Early and Safe Return to Work Committee: a joint committee consisting of not more than seven (7) Employees representing all three CUPE Bargaining Units and not more than seven (7) representatives of the Employer shall be established. The purpose of the committee will be to establish and implement an Early and Safe Return to Work Program and terms of reference to govern the Committee. The program will provide fair and consistent practices for accommodating Employees who have been ill, injured or disabled, regardless of cause, to enable an early and safe return to work. The terms of reference for the Committee will clarify the employment opportunities for these Employees, based upon the capabilities of the Employees and to establish jobs to which they may return or modify the worker's

existing jobs or other jobs deemed fit to comply with their capabilities. The terms of reference shall be established by the Early and Safe Return to Work Committee and shall be reviewed from time to time as circumstances dictate.

The Joint Job Evaluation Committee: the Joint Job Evaluation Committee shall consist of up to six (6) Employees representing all three CUPE Bargaining Units and up to six (6) representatives from the Employer. One representative from each of the Employer and Union will be designated as a non-voting member in order to serve as the Committee Co-chair. A quorum for a meeting shall consist of at least four (4) voting members from each panel.

Redeployment Committee: In the event of reorganization or reduction resulting in the permanent redundancy of position(s) within the Bargaining Unit, the parties will discuss whether the situation warrants the establishment of a Redeployment Committee. Where it is decided that the establishment of a committee would be appropriate, such a committee shall be established not later than two (2) weeks after the notice of job elimination is given to the Union. The Committee shall consist of no more than three (3) representatives from each party. The mandate of the Committee will be to identify potential alternatives to the position elimination, identify vacant positions or positions which may become vacant within a determined time period, identify retraining needs of affected Employees, and make recommendations to the Employer.

5.02 The Employer will pay each Employee who is on any of the committees in Article 5.01 at their regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer. If a joint committee meeting is scheduled during a lay off period, affected committee members will be recalled to attend the joint committee meeting and they shall be paid at their regular rate of pay.

5.03 A representative of the National Union and/or the President for the Local Union may attend meetings of any of the committees in Article 5.01. It is understood that they do not have any voting privileges where voting on issues is a requirement unless the President is an official committee member, in which case the President will then have voting privileges.

5.04 Subject to the Employer's right to maintain a qualified work force, leave of absence with pay and without loss of seniority shall be granted to not more than five (5) Employees per classification per day elected or appointed to represent the Union at Union functions, conventions, conferences, or educational seminars. Such time shall not exceed a total of one hundred and twenty (120) working days in one school year for all three units of CUPE Local 4222.

ARTICLE 6 - UNION REPRESENTATION

6.01 With the prior consent of their Supervisor, Employees shall be allowed to leave work to investigate or process grievances in accordance with the Grievance Procedure in this Agreement and to attend meetings with the Employer as a member of any of the committees in Article 5.01 without loss of pay. Consent shall not be unreasonably withheld. Employees shall not leave work on Union Business, other than as hereinbefore provided, without the prior consent of their Supervisor, which consent shall not be unreasonably withheld.

- 6.02 Should an Employee be called to a meeting with the Employer and during the conversation finds that the discussion concerns his/her work performance, the Employee may request to be joined by a co-worker before the meeting proceeds any further.
- 6.03 The Employer will not enter into any private agreement with an Employee in the Bargaining Unit, the terms of which are contrary to the terms of this Agreement.
- 6.04
- (a) The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer shall print at equal costs, sufficient copies of the Agreement in booklet form in a Union shop within thirty (30) days of signing the Collective Agreement.
 - (b) At the time of hiring, the Employer agrees to provide all new permanent Employees with a copy of the current Collective Agreement and any applicable Employer policies and brochures.
 - (c) An Officer of the Union shall be given the opportunity to welcome each new Employee within regular working hours for the purpose of acquainting the new Employee with benefits, duties and responsibilities of Union membership.
- 6.05 With the prior permission of the Employer the Union may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the building in which they are held.

ARTICLE 7 - SENIORITY

- 7.01 (a) Seniority is defined as length of continuous permanent service within the Bargaining Unit and predecessor Bargaining Units since an Employee's most recent date of hire with the amalgamated Boards or the Thames Valley District School Board.
- (b) An Employee coming into the Bargaining Unit after the date of ratification shall be considered a probationary Employee until the Employee has completed eighty (80) days worked (or such extensions as agreed by the Employer and the Union) after which the Employee's name shall be placed on the seniority list mentioned in 7.02 below and his/her seniority shall date back to the date the Employee entered the Bargaining Unit on a permanent basis. Probationary Employees are entitled to all rights and provisions of this Agreement unless otherwise specified.
- (c) Full-time and part-time Employees accumulate seniority as if they were full-time Employees.
- 7.02 The Employer will prepare a seniority list of all the Employees in the Bargaining Unit by order of Seniority and indicating the name, position title, seniority date, work location/department and employment status (Full-time or Part-Time).
- In case of equal seniority, the ranking will be established by lottery and witnessed by the Union. This ranking will be of a permanent nature.
- 7.03 The Employer will update the seniority list and post copies of the revised list electronically on January 30th and September 30th of each year during the term of this Agreement. Any concerns with respect to the accuracy of the seniority list have to be submitted to Human Resource Services within twenty-one (21) calendar days of the posting otherwise the list shall be deemed to be accurate. Written confirmation will be given when changes to seniority dates are to occur.
- 7.04 The Union will be provided with a copy of the seniority list referred to in Article 7.02 electronically above as well as a current list of names and addresses of all Employees in the Bargaining Unit unless prevented by any applicable legislation.
- 7.05 All seniority rights of an Employee shall cease and the Employee's employment shall be deemed to be terminated for the following reasons:
- (a) The Employee resigns.
- (b) The Employee is discharged and not reinstated through the Grievance or Arbitration procedures.

- (c) The Employee fails to return from leave of absence, or other approved absence, without notifying the Employer at least twenty-four (24) hours prior to the date of the expiry of the leave, provided such notification is reasonably possible.
- (d) The Employee is absent from work without permission for more than three (3) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the Employee's control.
- (e) The Employee fails to report for work after a lay-off within seven (7) calendar days after receiving notice of recall by registered mail to the last address of the Employee of which the Employer has record or on the recall date whichever is the later, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the Employee's control. An Employee is responsible for advising the Employer in writing of any address change while on lay-off.
- (f) The Employee is laid off for a period longer than thirty (30) consecutive months.
- (g) The Employee retires.

7.06 An Employee who is absent from work due to illness, accident or approved leave of absence without pay other than as stipulated in 7.08, shall continue to accumulate seniority during the period of such absence for a period not exceeding thirty (30) consecutive months.

7.07 Members of the Bargaining Unit who accept a position outside of their Bargaining Unit may return to the Bargaining Unit without loss of seniority for a period of twelve (12) months only. It is understood that there is no seniority accumulation for the period that they were outside of the Bargaining Unit.

No Employee shall be transferred outside of the Bargaining Unit without their consent.

7.08 Employees that accept a position in other units of CUPE 4222 and who at a later date return as the result of a permanent vacancy left unfilled after completion of the posting process will, after successful completion of their trial period, be credited with all seniority accrued within Local 4222.

- 7.09 Notwithstanding Article 15 (Job Vacancies), the parties agree that an Employee covered by this Agreement who is no longer able to perform the regular duties of their position due to physical limitations supported by medical documentation, shall be given preference to vacant positions as determined by the parties through the Early and Safe Return to Work Committee. It is further understood that the terms of reference for the Early and Safe Return to Work Committee also will provide for the accommodation of Employees that have not been absent from work.

ARTICLE 8 - SURPLUS/REDUNDANCY/LAY-OFF PROCEDURE

8.01 Definitions

- (a) Surplus: Occurs when an Employee is displaced through a staffing complement reduction in a location.
- (b) Redundancy: Occurs when there is a decrease in complement that is believed to be a permanent reduction to the Board.
- (c) Lay-Off: Occurs when an Employee is removed from the payroll due to the fact that the Employee's seniority and/or qualifications does not allow the Employee to fill any positions which may be available in the Bargaining Unit, or the Employee chooses not to exercise his/her displacement rights.

8.02 Surplus/Redundancy/Lay-Off Procedure

These procedures are qualified with the provision that Employees have the necessary skill, ability and qualifications for the job in question.

- (a) The Union will be notified of any pending surplus declarations prior to any displacement of Employees taking place.
- (b) Should it become necessary to declare a position surplus because the programming needs at a school have changed due to a specific student moving to another location, the Educational Assistant who has most frequently assisted that student will have the option of being transferred to the student's new location, provided this does not cause a displacement of Employees at the new location, or of remaining at his/her location subject to the redundancy procedure. Similarly, should a congregated Special Education Program which includes Educational Assistants be moved from one location to another, the Educational Assistants so affected will have the option of moving with that Program to the new location or be subject to the surplus procedure.
- (c) When a position is declared surplus and there is more than one (1) Employee in that job classification at that school/department, the displacement will be as follows:

- (i) If the surplus position is less than full-time, the most junior part-time Employee at the location will be displaced.
- (ii) If there are no part-time Employees, then the most junior full-time Employee in that job classification at that location will have his/her status reduced. The affected Employee may elect to reduce to part-time and seek an additional part-time position or be declared surplus.
- (iii) If the surplus position is a full-time position, the most junior full-time Employee in that job classification at that location will be declared surplus regardless if there is a part-time Employee with less seniority at that location.
- (iv) The Parties may agree that it is necessary to retain the most junior Employee in i), ii), or iii) above due to exceptional circumstances resulting in a student's needs being significantly affected.
- (v) When a position is declared surplus at a location, any Employee at that location may opt to be displaced rather than declaring the most junior Employee surplus, provided that the remaining Employees have the skill, ability and qualifications necessary to perform the required work. Any Employee opting to be displaced must inform the Supervisor within twenty-four (24) hours in writing.
- (vi) The displaced Employee(s) can displace the most junior Employee if the displaced Employee(s) has the skill, ability and qualifications to perform the required work.
- (d) Should a position be declared surplus during the school year, the affected Employee shall be placed on a temporary basis into any open position which would include those currently filled by temporary Employees as long as the Employee has the skill, ability and qualifications to fill the job. There will be no displacement of permanent Employees unless there are no available open positions for which the affected Employee is qualified for or unless it is outside of the Employee's former Board boundaries.

The surplus Employee will be required to apply through the posting process specified in Article 15.2 in order to secure a permanent assignment.

- (e) Should an Employee remain without a permanent placement following the posting process, the Employee will be placed in a subsequent vacancy provided the Employee has the skill, ability and qualifications to perform the required duties.
- (f) Should a redundancy(ies) occur at the end of the school year, the most junior Employee(s) in the job classification (Educational Assistant, Instructional Assistant) shall be displaced/laid-off in accordance with Article 8.03.

The resulting redundant Employees will be laid-off.

8.03 Displacement Procedure

(a) Notice of lay-off shall be in writing and signed by an authorized representative of the Employer, no less than ten (10) days before the layoff is to take place, or as provided by the Employment Standards Act, whichever is greater.

Notice of redundancy shall be in writing and signed by an authorized representative of the Employer, no less than five (5) working days before the redundancy is to take place.

Once an Employee has been displaced from his/her work site and qualifies for displacement rights, the Employee may displace the most junior Employee in the same classification or lower classification for which the Employee has the skill, ability and qualifications to perform the required work in:

(i) the Employee's predecessor Board boundaries of the Employee's work site;
or

(ii) the predecessor Board boundaries of the Employee's residence;
or

(iii) T.V.D.S.B. - Board Wide.

(b) At any step in the redundancy/displacement procedure an Employee may choose not to exercise his/her displacement rights and accept a layoff.

8.04 Displaced Employees will be paid at the rate of pay of their new position.

8.05 When an Employee has been re-assigned under this Article, he/she will not be prohibited from applying to future vacancies.

8.06 In the case of permanent lay-offs and redundancies, the Employer and the Union will meet to discuss whether on-site experience, familiarization or training will allow a displaced Employee to be considered qualified to perform the required work. Where it appears to the Employer that training will allow the senior Employee to become qualified, and depending upon the individual's background and the job in question, a training program of short duration may be made available.

8.07 No full-time Employee in the Bargaining Unit shall be laid-off or declared redundant by reason of his/her duties being assigned to one or more part-time Employees.

8.08 Notwithstanding any other provisions in this Agreement, up to five (5) Employees who are officers of C.U.P.E. Local 4222 and who are members of the Bargaining Unit shall be the last to be laid-off from the Bargaining Unit.

ARTICLE 9 - RECALL FROM LAY-OFF

9.01 Employees will be recalled from lay-off in reverse order of their lay-off provided they meet the skill, ability and qualifications of the job to be performed.

9.02 Notice of recall from a lay-off other than Christmas Break, March Break, Summer Break or Intercession (alternate school year) Break, shall be by Registered Mail or Priority Post and Employees recalled will be allowed seven(7) calendar days from delivery of the notice to report for work. The recall notice will be sent to the last known address of which the Employer has record. Employees are responsible for notifying the Employer in writing regarding changes in the Employee's mailing address.

9.03 The Employee must within two (2) working days of receipt of such notice contact Human Resource Services and advise them of their intent to accept or decline the recall.

9.04 An Employee who fails to report for work or fails to notify Human Resource Services per 9.02 and 9.03 shall have their recall rights and employment terminated unless the Employee's failure to report can be proven to the satisfaction of the Employer, to be beyond the Employee's control.

9.05 An Employee shall have the right to refuse a recall without loss of recall rights, if the location of the school is farther than 40 km. from the Employees home and seniority will continue to accrue.

9.06 Employees recalled for work of a temporary nature may decline the recall without loss of seniority or recall rights. The Employer shall then contact the next laid-off Employee and offering the temporary assignment and so on down the list until all laid-off Employees from the Bargaining Unit have had the opportunity for the temporary assignment. It is understood as per 9.01 above that the Employees must have the skill, ability and qualifications to do the work in question in order to be recalled for temporary assignment.

9.07 Employees who change position as the result of the recall procedure above shall be paid according to the rate for the position to which they are being recalled and will maintain the same step on the salary grid that they had at the time of the lay-off.

ARTICLE 10 - NO STRIKE OR LOCKOUT

10.01 There shall be no strike or lockout during the term of this Agreement. The term strike or lockout shall be defined as in the Labour Relations Act.

10.02 An Employee covered by this Agreement shall have the right to refuse to do the work of striking or locked out Employees who are Members of this Union.

ARTICLE 11 - JOB SECURITY

11.01 No Employee will be laid off or have a reduction in assignment as a direct result of the use of volunteers, apprenticeships, co-op students, tutoring programs, practicum students, workfare, or partnerships with community agencies.

11.02 No persons including students or government project employees will be hired until Employees on lay-off have been given an opportunity to work through recall procedure, provided each has the necessary skill, ability and the qualifications to do the work available.

11.03 No new Employees will be hired as long as there are qualified Bargaining Unit members on lay-off.

11.04 In the event that the Thames Valley District School Board shall merge, amalgamate or combine any of its operations or functions with another Board of Education, the Board will use its best efforts to ensure that:

- (a) Bargaining Unit Employees shall be credited with all seniority rights with the new Employer;
- (b) all service credits relating to vacation with pay, sick leave credits, pensionable service and other benefits shall be recognized by the new Employer;
- (c) conditions of employment and wage rates with the new Employer shall be at least equal to those contained in this Collective Agreement;
- (d) no Employee(s) shall suffer a loss of employment as a result of the merger;
- (e) preference in location in the merged Board shall be on the basis of seniority; and
- (f) it will solicit input from the President of CUPE Local 4222 regarding items (a-e) as set forth above and keep the President informed of the status of the discussions involving those items.

11.05 Employees whose jobs are not in the Bargaining Unit shall not perform any Bargaining Unit work while Employees qualified to perform the available work are on lay off, nor shall such Employees be utilized to the extent that it causes the lay- off or reduction in hours of Bargaining Unit members.

ARTICLE 12 - GRIEVANCES

12.01 (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be resolved as quickly as possible. The parties also agree that it is desirable to resolve differences amicably and informally if possible, and that Employees and Supervisors should try to do so before matters become formal grievances.

(b) All meetings at which grievances are processed shall be held in camera.

(c) Employees who are covered by this Agreement shall be required to follow the procedures laid down in this Article and any Employee who appeals directly to any Trustee or official of the Employer shall thereby forfeit all rights under this Article.

(d) A grievance shall be defined as any differences arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement including any question as to whether a matter is arbitrable.

(e) It is understood the same person will not hear the grievance at more than one step of the grievance procedure.

(f) A copy of all grievance replies shall be forwarded to the Executive Superintendent of Human Resources Services or his/her designate, and the President and Chief Steward of the Union at all steps.

12.02 (a) In the event of a grievance by an Employee, the Employee shall take the matter up with the Employer within and not after ten (10) working days after the Employee became aware of the incident or circumstances giving rise to the grievance. The grievor is entitled to be present at all steps in the Grievance Procedure.

(b) A policy grievance or group grievance shall be taken up within and not after ten (10) working days of the Union/Employee(s) becoming aware of the incident or circumstances giving rise to the grievance. A grievance filed by a group of Employees or a policy grievance of the Union shall be taken up at Step 2 of the Grievance Procedure.

(c) A grievance concerning a layoff by reason of a redundancy in the work force may be taken up at Step 3 of the Grievance Procedure.

12.03 The following procedure shall be adhered to in processing grievances, save as otherwise provided in this Article:

STEP 1 The Employee shall take the matter up with the Employee's immediate Supervisor. The Employee may, if desired, be accompanied by a Union

Steward. The immediate Supervisor shall have three (3) working days within which to reply in writing to the grievance.

STEP 2 If the Step One (1) reply is not satisfactory to the Employee, the Steward or the Chief Steward/Deputy Chief Steward may, within and not after ten (10) working days of the receipt of the reply, advise the appropriate Department Manager or designate of their intent to proceed to Step Two (2). Should there not be a Department Manager, the Manager of Human Resource Services or designate shall be so advised. The Manager or designate shall hear the grievance within ten (10) working days of the receipt of the notice and shall give his/her reply in writing within five (5) working days following the hearing. A grievance at Step Two (2) shall be in writing, shall contain a concise statement of the facts complained of, redress sought and be signed by the Employee and the Steward or Chief Steward.

STEP 3 If the Step Two (2) reply is not satisfactory, the Steward or Chief Steward/Deputy Chief Steward may within and not after ten (10) working days of the receipt of the reply (or if no decision is received within the time limits established in Step Two (2)) submit the grievance to the Executive Superintendent of Human Resource Services or designate. Within ten (10) working days the Executive Superintendent of Human Resource Services or designate shall hear the grievance and shall render a written decision within ten (10) working days following the hearing. The Union may within and not after ten (10) working days from the date of receipt of the reply, refer the grievance to Arbitration in accordance with the provision of Article 12.10.

12.04 In the event there are more than one Step Three (3) Grievances to be dealt with at the same time, a date shall be set to deal with them, that is mutually agreeable between the Union and the Employer. The time limits shall be extended if required to accommodate this date.

12.05 A policy grievance of the Employer shall be in writing and may be initiated by the Executive Superintendent of Human Resource Services by sending the grievance to the President of the Union by registered mail. If such grievance is not settled within fifteen (15) working days of the date of such delivery, the Employer may refer the grievance to arbitration.

12.06 Any of the time limits in this Article may be extended by mutual agreement of the parties in writing.

12.07 In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance, has previously been settled on its merits under the Grievance or Arbitration Procedures.

ARTICLE 13 - ARBITRATION

13.01 (a) Where a difference arises between the parties relating to the interpretation,

application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may after duly exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

- (b) The notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its appointee to the arbitration board.
- (c) The two (2) appointees so selected shall proceed to appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within thirty (30) calendar days, the appointment shall be made by the Ministry of Labour for Ontario upon the request of either party.
- (d) The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any Employee affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the Chairperson governs.
- (e) The arbitration board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement; or in anyway modify, add to, or detract from any provision of this Agreement; provided that failure to comply strictly with the provisions of this Article or the provisions of Article 12 (Grievances), shall not render a grievance void but the same may be amended or otherwise dealt with upon proper terms, in any manner which is just and equitable.
- (f) Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the arbitration board, and will share equally the fees and disbursements of the Chairperson.
- (g) Parties may mutually agree to the use of a single arbitrator.

ARTICLE 14 - DISCHARGE, SUSPENSION & DISCIPLINE

- 14.01 (a) In the event an Employee is suspended as a disciplinary measure and the Employee considers that an injustice has been done, the matter may be taken up at Step 2 of the Grievance Procedure.
- (b) In the event an Employee is discharged as a disciplinary measure and the Employee considers that an injustice has been done, the matter may be taken up at Step 3 of the Grievance Procedure.
- (c) An Employee under criminal investigation or charged with a criminal offence may be suspended with pay, suspended without pay or reassigned as deemed appropriate.

14.02 Where an Employee's grievance against discharge or suspension duly comes before an arbitration board, the board may make a ruling:

- (a) confirming the Employer's action, or
- (b) reinstating the Employee with or without compensation for wages and benefits lost (except for the amount of any remuneration the Employee has received elsewhere pending the disposition of the case), or
- (c) disposing of the grievance in any other manner which may be just and equitable.

14.03 An Employee may be accompanied by a Steward, should the Employee so wish, at any meeting with the Employer at which disciplinary action may be imposed, or where there is a review of the Employee's absentee record. Prior to the meeting, the supervisor shall notify the Employee of his/her rights to have a Union representative at the meeting. Should the Employee refuse Union representation at the meeting, he/she shall sign a statement to that effect.

14.04 The Union recognizes that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Employees.

ARTICLE 15 - JOB VACANCIES

15.01 Application Process

- (a) The Employer shall ensure that the Employees are notified of their right to apply for a transfer through the job posting process. The Employer shall electronically record and maintain a file of all applications in accordance with this Article.
- (b) Employees may apply annually through the electronic application for a transfer. The electronic application will specify desired schools (in order of preference), programs and full time equivalency.
- (c) All applications for transfer must be submitted by May 01, for the following entire school year.

15.02 Posting Process

- (a) The Employer shall post a notice of vacancy electronically for all Educational Assistant and Instructional Assistant positions which became permanently vacant since the last job posting. Postings will be issued on or before the following dates:

September 30	Post New Vacancies
October 30	Post New Vacancies
November 30	Post New and Subsequent Vacancies
June 01	Post New Vacancies
June 15	Post Subsequent Vacancies

Vacancies posted in September, October and November will be effective on the first day back to school after the Christmas Break for elementary and non-semestered schools and on the first day of the second semester for semestered schools. Vacancies posted in June will be effective on the first day of the school year.

- (b) In this Article, the expression “permanent vacancy” means a vacancy caused by such events as resignation, retirement, discharge, death or permanent transfer to another position and which is indefinite or long lasting in nature and does not include a vacancy caused by approved or authorized absence from work of an Employee. It also includes new positions.

- (c) The vacancies will be posted electronically for access by Employees by the dates specified in 15.2 (a). The notice shall include the name of the school, nature of the position, job classification, hours of work, rate of pay, the basic qualifications and any special qualifications/conditions required, including specific medical procedures, or use of Employee vehicle if required.
- (d) Notwithstanding the provisions in this Article, when a job classification in a specific location is changed from part-time to full-time, part-time Employee(s) in that job classification in that location will be offered the full-time position by order of seniority. Should the Employee(s) not wish to accept the full-time position, the full-time position will be posted on the following posting date. In all instances, the Employee must indicate his/her intention to the Employer verbally within two (2) working days of receipt of such notice.
- (e) When filling temporary Bargaining Unit positions during a regularly scheduled lay-off, meaning Christmas Break, March Break, Summer Break and/or intercession periods (schools which are on an alternate school year calendar), Employees shall apply to the posted vacancies and the vacancies will be filled in accordance with Article 15.03. The position shall be offered on the basis of seniority before any temporary Employees, government project employees, or students will be hired as long as there are qualified Bargaining Unit members on layoff.

15.03 Selection Process

- (a) The five (5) most senior applicants regardless of their employment status (Full-time Equivalent) for each position who have the required qualifications or have been deemed to be qualified will be interviewed. Each applicant will be entitled to attend a maximum of three (3) interviews as determined by the order of preference identified in their application.
- (b) The interview team will determine the criteria for the interview. The criteria will be reviewed with the Union prior to the interviews. Interview questions will be the same for all candidates.
- (c) The candidate with the highest interview score will be selected for the position unless there is less than a ten percent (10%) difference between the highest score and that of a candidate with more seniority in which case the Employee with more seniority will be selected for the position.
- (d) Once this process is completed, all interviewed Employees shall be advised whether they were successful or not.
- (e) Employees will only be eligible for transfer once during a school year.

15.04 Trial Periods

- (a) Successful applicants shall be placed in their position and shall be subject to the following trial periods:
- (i) thirty (30) working days if the applicant has posted to a position within the same job classification;
 - (ii) sixty (60) working days if the applicant has posted to a position within a different job classification.
- (b) If the applicant proves satisfactory, in the new position, the applicant shall be confirmed in writing. The trial period may be extended by mutual consent of the Employer and the Union.
- (c) If the successful applicant proves unsatisfactory to the Employer during the trial period, or if the Employee is unable to perform the duties or if the Employee finds the position unsuitable in the case of a new classification, the Employee will be returned to the Employee's former position if it is available or to another vacant position for which the Employee is qualified in the same job classification, at the Employee's former salary or rate of pay as may any other Employee in the Bargaining Unit, who was promoted or transferred by reason of such placing.
- (d) If there is no such other vacant position in the same job classification and the former position has been filled, the Employee will be placed in accordance with Article 8 (Surplus/Redundancy/Layoff).
- (e) If an applicant is returned to the applicant's former position or some other position, the Employer will offer the position to the next qualified, interviewed Employee and should the Employer place any such Employee in the vacant position, paragraph (a) of this Article shall apply.

ARTICLE 16 - JOB EVALUATION AND PAY EQUITY MAINTENANCE

16.01 The Parties agree that the job evaluation process will be maintained according to the *Terms of Reference for Job Evaluation*, dated 2002, October 22, which contains a procedure for classifying new positions created by the Employer and reclassifying or reviewing existing positions.

16.02 Further to the Collective Agreement of the parties dated 2000 May 18 the Parties agree that Pay Equity has been achieved and will be maintained in accordance with Section 7(1) of the *Pay Equity Act*.

16.03 The parties agree that the job descriptions adopted by the Employer from time to time do not form part of this Agreement but are intended solely for the guidance of the parties.

ARTICLE 17 - WORKING CONDITIONS/HOURS OF WORK

17.01 (a) A full-time Employee shall be an Employee who is assigned from five (5) to seven (7) hours per day. The standard work week for full-time Employees

shall be from twenty-five (25) to thirty-five (35) hours Monday to Friday inclusive. The hours of work per day shall be between 0730 and 1630 with a minimum of one-half (½) hour and a maximum one (1) hour uninterrupted unpaid time for lunch per day and two (2) fifteen (15) minute paid rest periods per day at times mutually agreed upon by the Employee and their Supervisor/Principal in accordance with the work load at each location.

(b) A part-time Employee shall mean an Employee who is assigned less than five (5) hours per day. The standard work week for part-time Employees shall be as determined by the Executive Superintendent of Human Resource Services or the school Principal. Employees shall also be entitled to one (1) fifteen (15) minute paid rest period for each one half (½) day worked at a time mutually agreed upon by the Employee and their Supervisor/Principal.

17.02 (a) Time and one half (1 ½) shall be paid for all authorized hours worked in excess of thirty-five (35) hours per week.

(b) Time off with pay equal to overtime calculated as per 17.02 (a) above may be granted by the Principal at the request of the Employee. It is understood that the Employer has the right to maintain a qualified work force and therefore such time off, if granted, will be taken at a mutually agreed time. Such time off may not be accumulated beyond the end of the following month.

(c) Bargaining Unit Employees who are assigned duties at two (2) or more locations on the same day shall be provided with adequate travel time between locations exclusive of the lunch and rest period(s). They will also be entitled to claim mileage in accordance with Board Policy.

17.03 Whenever possible, overtime will be pre-arranged with the Employee forty- eight (48) hours in advance.

ARTICLE 18 - PAID HOLIDAYS

18.01 (a) For permanent Employees, the following specified days, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the Employee on that day of the week subject to the Employment Standards Act:

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

(b) or days observed in lieu of any such holiday and any other day proclaimed by the Federal, Provincial or Municipal governments as a statutory holiday.

(c) One (1) floating holiday per school year to be observed on a day to be mutually agreed upon between the Employee and the Supervisor, such holiday to be taken before the last scheduled day of work in each school year. A floating holiday cannot be carried over from one year to the next. Floating holidays may not be scheduled during layoff periods. Layoff periods include December, March, summer and intercession layoff period as well as unpaid professional development days.

(d) Canada Day and Labour Day will be recognized as a paid holiday only if the Employee works the last scheduled day of work before the summer or intercession break and returns to work on the first scheduled day of work following the summer or intercession break.

18.02 In order to qualify for holiday pay, an Employee must work their full scheduled day immediately preceding and immediately following the holiday concerned and works on such holiday if scheduled to work, unless excused by the Employer.

18.03 When any of the holidays noted in 18.01 (a) fall on a Saturday or Sunday, the Employer shall have the choice of granting an alternative day off with pay or an additional day's pay after consultation with all Employee groups.

18.04 Employees who are on an authorized sick leave during a period in which a paid holiday falls, will be paid for the holiday without a deduction from their sick leave as long as they have been at work at least one full day during the thirty (30) calendar day period preceding the holiday.

ARTICLE 19 - VACATION PAY

19.01 Effective 2000 September 01, Employees shall be paid vacation pay in lieu of vacation and it shall be paid bi-weekly as follows:

(a) have completed less than 3 (three) years at 4% of earnings;

(b) have completed 3 (three) but less than 9 (nine) at 6% of earnings;

(c) have completed 9 (nine) years but less than 17 (seventeen) at 8% of earnings;

(d) have completed 17 (seventeen) but less than 25 (twenty-five) at 10% of earnings;

(e) have completed 25 (twenty-five) or more at 12% of earnings.

19.02 In the event that an Employee's service is terminated for any reason, the Employee shall be paid any vacation pay entitlement at the time of their termination on a pro-rata basis. Should an Employee die, the estate shall be credited with the value of the vacation pay on a pro-rata basis.

19.03 No Bargaining Unit Employee at the time of the signing of this Agreement shall suffer reduction of vacation entitlement or vacation pay.

ARTICLE 20 - SICK LEAVE, RETIREMENT GRATUITY

20.01 After the employee has acquired seniority under Article 7 (Seniority), a full-time employee covered by this Agreement will be credited two (2) days' sick leave with pay at the completion of each month of service and may accumulate the unused portion of any sick leave from one year to another up to a maximum of two hundred (200) days.

20.02 After the employee has acquired seniority under Article 7 (Seniority), as part-time employee whose regular work week is fifteen (15) hours or more will be credited one (1) day's sick leave with pay for each month of service and may accumulate the unused portion of any sick leave from one (1) year to another up to a maximum of one hundred (100) days.

20.03 An Employee employed by the Thames Valley District School Board on January 01, 1998 shall be entitled to have credited to the Employee's account any sick days accumulated with a predecessor Board. Should the Employee's subsequent use of sick days cause the accumulated amount to fall below the maximum established in 20.01 and 20.02 said Articles will apply.

20.04 An Employee shall, when required, produce to the Employer evidence of illness satisfactory to the Employer. The Employer will be responsible for any cost. Should the Employer deem it necessary, an Employee may be required to undergo a medical examination by a physician selected from a list provided by the Employer. The Employer shall be responsible for the cost of the examination.

20.05 When an Employee is absent from work and is entitled to sick leave with pay under this Article, such absence is deemed to be leave of absence with pay.

20.06 A deduction shall be made from accumulated sick leave of all normal working days absent exclusive of holidays when qualified for such. Employees absent due to illness of less than a full day shall have their sick leave credit deducted on a pro-rated basis of their normal daily hours of work.

20.07 A record of all unused sick leave will be kept by the Employer and each Employee shall have access electronically to a record of accumulated sick leave.

20.08 Absences permissible and chargeable under the Sick Leave Plan shall be for personal illness, personal injury, clinical tests, hospitalization for medical observation or treatment, emergency dental appointments, or any other such absence for health reasons certified by a physician or a licentiate of dental surgery or as set forth in Articles 21.08 and 24.03.

20.09 All Employees who were covered by a Sick Leave Retirement Gratuity Plan with their predecessor Board prior to 1998 January 01, shall continue to be eligible for such plans as clarified in Appendix A (Gratuities). In the event of the death of an Employee, any gratuity owing will be paid to the estate.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Except as provided in this Article, whenever an Employee applies for a leave of absence the application shall be in writing. Any such leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted and shall state whether it is with or without pay and shall state the purpose of the leave and the terms, if any on which it is granted (which terms shall not conflict, with any provisions of the Agreement).

21.02 An Employee who obtains any leave of absence for one purpose and uses it for another will be subject to discipline or discharge, depending upon the nature of the case.

21.03 The Employer may grant a short term leave of absence without pay to an Employee for good and sufficient reason if, in the opinion of the Employer, the Employee's absence will not conflict with its efficient operations. Such leave will not be unreasonably denied.

21.04 When an Employee is on an unpaid leave of absence under Article 21 which lasts for longer than two (2) weeks, the Employee shall pay 100% of the premiums to the Employer to continue insurance benefits under Article 21.06.

School year within this Article is defined as September 01 to August 31.

21.05 Excluding lay-off during the Christmas and Winter Breaks as well as the intercession periods in schools which are on the Alternate School Year Calendar, a full-time Employee who is on lay-off or leave of absence without pay in excess of two (2) consecutive weeks in any calendar year shall not earn and accumulate sick leave credits and vacation during such time.

21.06 LEAVE OF ABSENCE WITHOUT PAY

(a) Union Office

The Board may grant a leave of absence to an Employee requiring full-time duty at the provincial and/or national level, provided that the Union reimburses the Board for the cost of the Employee's benefits. Such requests shall not be unreasonably denied. The Employee shall continue to accumulate seniority during the period of leave.

Notwithstanding Article 15.01 (a), a vacancy created due to a leave of absence under this article will not be posted unless the leave of absence exceeds twenty-four (24) months.

(b) Public Office

An Employee who is elected to public office will be granted a leave of absence for a period of one (1) elected term of office without the loss of seniority. The leave may be renewed for one additional term.

(c) Long Term Personal Leave

A leave of absence of up to one (1) year may be granted by the Executive Superintendent of Human Resource Services or designate with the Employee's Supervisors approval upon written request under the following:

- (i) the Employee's absence will not conflict with its efficient operations;
- (ii) the request must be received at least three (3) months prior to the leave, except in cases of exceptional circumstances as determined by the Employer;
- (iii) the leave is not for the purpose of working outside of the Board;
- (iv) the leave shall be without pay or sick leave and time of leave shall not count for calculation of vacation and/or salary increments where applicable;
- (v) the Employee may continue participation in all benefit plans by paying 100% of the premium cost unless covered by another policy acceptable by the Board's Insurance company;
- (vi) the Employee may request an extension of up to a maximum of one additional twelve (12) month period. Any such request shall be made no later than three (3) months prior to the expiration of the leave;
- (vii) the Employee shall continue to accrue seniority for up to 24 months.

(d) An Employee may be granted a leave of absence to complete a trial or probationary period within the Board but outside of the Bargaining Unit.

21.07 LEAVE OF ABSENCE WITH PAY:

(a) Bereavement Leave

Up to three (3) days shall be granted in the case of the death of a member of the immediate family. When used herein, immediate family shall include parents, siblings, spouse or partner, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian, grandchild, grandparent or person who has acted as father or mother in lieu of the natural parent.

Notwithstanding the above, the leave may be extended by a maximum of two (2) days subject to the approval of the Executive Superintendent of Human Resource Services or designate.

It is understood that the granting of Bereavement Leave shall include travel time, where necessary, and it is subject to the approval of the Executive Superintendent of Human Resource Services.

One day shall be granted in the case of the death of an aunt or uncle.

In order to qualify, the Employee must:

- i) have completed the probationary period;
- ii) provide satisfactory proof of death and;
- iii) be on the active payroll of the Employer and not on leave of absence, sick leave, W.S.I.B. benefits, vacation or lay-off.

(b) Examinations

An Employee shall be entitled to a leave of absence with pay for the purpose of writing examinations involving courses of instruction provided any such course has previously been approved and recognized by the Employer for the purpose of improving the Employee's qualifications in the Employer's service.

(c) Jury Duty & Court Witness

An Employee who is summoned to serve as a juror or is required by Writ or Subpoena to appear in court as a witness (not on the Employee's behalf) will be paid the Employee's regular pay for the day required to be in court, provided the Employee presents to the Employer the process which required the Employee's presence in court and pays over to the Employer the amount received as such juror or witness (less travel and living expense).

(d) Religious Holidays

An Employee shall be entitled to leave for religious holidays in accordance with Board Policy.

(e) Quarantine

Leave shall be granted when an Employee is absent from work because of exposure to a

prevented from working by order of the medical health authorities.

(f) Graduation

Up to one (1) day per school year shall be available for the Employee to attend their own graduation ceremonies, or the convocation of a child, spouse or partner.

(g) Compassionate Leave

One (1) day per school year shall be granted for compassionate reasons due to an emergency situation or to attend the funeral of a close friend or family member not included in Article 21.07 (a), or on the birth or adoption of a child.

(h) Casual Time Off

The Supervisor or Manager may grant casual time off to an Employee without the necessity of a written request to a maximum of two (2) hours.

(i) Local Union Office

At the request of the Union, the Board shall grant full-time release to a maximum of four (4) CUPE 4222 executive members as per the following conditions:

- i) The Union will reimburse the Board on a monthly basis the salary and the full benefit costs.
- ii) The Employee shall be treated for all purposes, including but not limited to the payment of salary and benefits and the accumulation of seniority, sick leave and vacation as if working at his/her normal assignment.

- iii) Notwithstanding Article 15.01 (a), a vacancy created due to a leave of absence for the Local President under this Article will not be posted unless the leave of absence exceeds twenty-four (24) months.

21.08 Leave with Deduction of Sick Leave Credit

- (a) i) An Employee who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) days leave per school year with deduction of sick leave credits.
- ii) An Employee who is delayed by local weather conditions but arrives at his/her work location as soon as possible during their regular scheduled hours of work or who are sent home due to the closure of their workplace will not have a salary deduction made nor a reduction of sick leave credits.
- (b) When an Employee is the only member of his/her family available to care for the needs of his/her immediate family due to a sudden illness or accident, an Employee may request to use up to five (5) days per school year of his/her accumulated sick leave to care for the member of the family who is ill. For purposes of this Article, immediate family will be partner, child or parent.

21.09 Return from Leaves

An Employee returning from a leave of absence shall return to his/her former position and location he/she held at the time of the leave unless he/she has been laid off or displaced in accordance with the provisions of the Collective Agreement.

21.10 SELF-FUNDED LEAVE PLAN

- (a) The Self-Funded Leave Plan shall afford an Employee the opportunity to enter into an agreement with the Board to take a one year Self-Funded Leave. During the leave term the Employee shall agree to be paid at:
 - (i) 5/6 leave plan 83% of salary
 - (ii) 4/5 leave plan 80% of salary
 - (iii) 3/4 leave plan 75% of salary
 - (iv) 2/3 leave plan 67% of salary

normally paid under the current Collective Agreement in each of these years.

Under the following alternatives:

- (i) 5/6 leave plan 17% of salary
- (ii) 4/5 leave plan 20% of salary
- (iii) 3/4 leave plan 25% of salary
- (iv) 2/3 leave plan 33% of salary

shall be withdrawn by the Board in each of the years leading up to the Self- Funded Leave year. The amounts withdrawn shall be invested by the Board. The amount withdrawn plus accrued interest shall be paid to the Employee during the year of leave.

(b) During all years that the individual Employee is participating in the Self-Funded Leave

Plan, all Employee benefits shall be maintained at a level as if the Employee was being paid at 100% of salary. Premium costs during the Self-Funded Leave will be paid in full by the Employee. During the Self-Funded Leave year, the Board shall deduct from each pay an amount equivalent to the total monthly premium costs paid on the Employee's behalf.

- (c) The Board assumes no responsibility for any consequences arising out of the implementation of the Plan related to its effect on the Pension Plan provision, income tax implications, Employment Insurance and the Canada Pension Plan.

Qualifications and Application

- (d) To be eligible for a Self-Funded Leave, an Employee must have at least three (3) years of continuous employment with the Thames Valley District School Board.
- (e) Applications for a Self-Funded Leave shall be made to the principal/supervisor who shall forward such application to the Department Superintendent over that area, who shall submit the application to the Manager-Employee Relations in Human Resource Services six months prior to the start of the elected Plan.
- (f) The application form shall set out the period in which the Plan is to be effected and the time period in which the Employee requests the leave position.
- (g) Applications shall be considered by the Human Resource Services Department.
- (h) It is understood that the granting of the Self-Funded Leave to an Employee is the sole responsibility of the Board and such a leave will only be granted on the basis that:
 - (i) there will be no financial impositions to the Board;
 - (ii) it will not create additional work for other Employees;
 - (iii) the Employee can be replaced by a casual with no resulting training costs to the Board;
 - (iv) there will be no reduction of service to the students, staff or the community;

- (v) all or part of the position may be kept vacant for the duration of the leave;
- (vi) the Employee must return to work for the Board or with an Employer that participates in the same or similar arrangement upon completion of the leave for a period of time not less than the duration of the Leave of Absence (as stipulated by Canada Customs and Revenue Agency).
- (i) Written acceptance or denial of the Employee's request will be forwarded to the Employee at least four (4) months prior to the commencement of the plan.

Conditions and Terms of Reference

- (j) On return from leave, an Employee shall be assigned to his/her former position and location except in the case of:
 - (i) An accepted promotion.
 - (ii) A requested and accepted transfer.
 - (iii) The elimination of the position held when the leave was granted. In the event that the position no longer exists or the Employee has been bumped, the Employee will be governed by the applicable provisions of the Collective Agreement as it pertains to redundancies.
 - (iv) An Employee participating in the Plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one year leave not been taken, including credit for one year's seniority.
 - (v) During the year of leave, the Employee participating in the Plan shall not accumulate sick leave nor shall be eligible for sick leave until the completion of the leave.
 - (vi) It is understood that OMERS will treat the year of leave as Broken Service, which the Employee could purchase at double contributions on 100% of annual salary (i.e. by paying both his/her contributions and the Employer's contributions for that year).
 - (vii) During the working years, Employee contributions to OMERS are based on the Employee's full salary.
 - (viii) For Employees contributing into the Teachers' Pension Plan, superannuation deductions are to be continued as provided by the Teachers' Superannuation Act and according to the policies of the Teachers' Pension Plan Board during all years that the Employee is participating and including the year of leave.

- (ix) An Employee may withdraw from the Plan any time prior to taking the Self-Funded leave of absence provided that the Employee has applied to the Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest owed less a one hundred dollars (\$100) cancellation administrative fee shall be repaid to the Employee within sixty (60) days of the notification of the Employee's desire to leave the Plan.
- (x) Should an Employee die while participating in the Plan, any monies accumulated, plus interest earned at the date of payment, shall be paid to the Employee's estate.
- (xi) Every Employee who wishes to take part and who is accepted in the Self-Funded Leave Plan shall enter into a memorandum of agreement which sets out the terms and conditions of the Self-Funded Leave.
- (xii) Income tax shall be deducted on the actual amounts received by the Employee during each of the years of the Plan, subject to the income tax regulations in effect at that time.
- (xiii) Canada Customs and Revenue Agency stipulates that the Employee receive no salary from his/her Employer during the leave other than payment of the deferred salary and the statutory benefits that the Employer would normally pay to or on behalf of the Employee.
- (xiv) Canada Customs and Revenue Agency stipulates that the Leave of Absence, may, with the consent of the Board given not less than six months prior to the scheduled date, be postponed for one year ONLY. Under no circumstances shall such delay or deferral exceed one school year and the participant must take his/her leave at the end of such time or withdraw from the plan at that time. This postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan.

ARTICLE 22 - PREGNANCY/PARENTAL/ADOPTION LEAVES

Employees shall be granted pregnancy/parental/adoption leaves in accordance with the Ontario Employment Standards Act as amended from time to time.

22.01 Pregnancy Leave

- (a) The Employer shall grant to a pregnant Employee, who has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Employee requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than one (1) day prior to the expected date of birth. (For mutually agreed to extensions of related leaves see Article 22.02 Pregnancy/Parental/Adoption Leave).
- (b) Requests for Pregnancy Leave shall be made in writing on the Application for Pregnancy/Adoption/Parental Leave Form and submitted to the Executive

Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.

- (c) The written request for a Pregnancy Leave shall contain:
 - (i) the start date of the Pregnancy Leave; and
 - (ii) the end date of the Pregnancy Leave.
- (d) The Employer may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.
- (e) A Pregnancy Leave shall be without pay.
- (f) Notwithstanding Article 22.01 (e), the Employer shall provide for an Employee on Pregnancy Leave a Supplementary Employment Benefit (SEB) Plan approved by Human Resources Development Canada. The plan will pay an amount equal to the Employment Insurance rate for the two (2) week waiting period prior to the commencement of the Employment Insurance Pregnancy Leave Benefits.
- (g) The duration of the plan referred to in Article 22.01 (f) shall coincide with the term of the Agreement.
- (h) The Employer shall continue to pay its normal share of premiums for such benefits under Article 25 (Benefits) as the Employee is currently enrolled in, for that part of the statutory seventeen (17) week Pregnancy Leave taken by the Employee.
- (i) Except for the Long Term Disability Plan specified in Article 25 (Benefits), the Employee may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that the Employee does not intend to pay her share of contributions.
- (j) Provided that such alteration does not contravene the provisions of the Act, an Employee may alter the requested date of a Pregnancy Leave:
 - (i) to an earlier date if the Employees give the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
 - (ii) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Employee provides the Executive Superintendent of Human Resource Services or designate with written notice and medical certification within two (2) weeks after the Employee starts the leave;
- or
- (iii) to a later date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.

- (i) to an earlier date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the earlier termination date; or
- (ii) to a later date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of the Employment Standards Act.
- (l) An Employee returning from Pregnancy Leave shall return to the position most recently held, unless the Employee would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles 8 & 9 (Lay Off And Redundancy and Recall From Lay Off) shall apply.
- (m) Seniority shall continue to accrue for the period of the Pregnancy Leave or any extension of Parental Leave up to a period of twenty-four (24) months.

22.02 Parental/Adoption Leave

- (a) The Employer shall grant to an Employee who becomes a parent, provided the Employee has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental/Adoption Leave of thirty-five (35) or thirty-seven (37) weeks or such shorter leave as the Employee requests.
- (b) A mother requesting a Parental Leave must commence the leave on the date following the conclusion of her Pregnancy Leave. In the case of adoption, the leave may commence anytime within the thirty-five (35) week period following the child coming into the custody, care and control of a parent for the first time.
- (c) The other parent requesting a Parental/Adoption Leave may commence that leave anytime within the thirty-five (35) week period following the actual date of birth. The term "other parent" includes the natural father and a person who is in a relationship of some permanence with the mother of the child who intends to treat the child as his or her own.
- (d) Requests for Parental/Adoption Leave shall be made in writing on the Application for Pregnancy/Adoption/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.
- (e) The written request for a Parental/Adoption Leave shall contain:
 - (i) the commencement date of the leave;
 - (ii) the termination date of the leave; and
 - (iii) the date or expected date of birth of the child or in the case of adoption, the date or expected date of the child coming into the custody, care and control of the parent for the first time.

- (g) Notwithstanding Article 22.02 (f), the Employer shall provide for an Employee on Pregnancy Leave a Supplementary Employment Benefit (SEB) Plan approved by Human Resources Development Canada. The plan will pay an amount equal to the Employment Insurance rate for the two (2) week waiting period prior to the commencement of the Employment Insurance Pregnancy Leave Benefits.
- (h) The duration of the plan referred to in Article 22.02 (g) shall coincide with the term of the Agreement.
- (i) The Employer shall continue to pay its normal share of the premiums for such benefits as the Employee is currently enrolled in, for the part of the statutory thirty-five (35) or thirty-seven (37) week Parental/Adoption Leave taken by the Employee.
- (j) Except for the Long Term Disability Plan, Employees may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that they do not intend to pay their share of contributions.
- (k) The Cumulative Sick Leave Plan shall not apply during the Parental/Adoption Leave nor shall the current sick leave allowance nor any fraction thereof. Benefits accrued to the commencement of the Parental/Adoption Leave shall be reinstated at the agreed upon termination of the Parental/Adoption Leave if the Employee returns to work.
- (l) Provided that such alteration does not contravene the provisions of the Act, an Employee may alter the requested date of a Parental/Adoption Leave:
 - (i) to an earlier date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
 - (ii) to an earlier date if the child comes into custody, care and control of a parent for the first time sooner than the expected date and the Employee provides the Executive Superintendent of Human Resource Services or designate with written notification within two (2) weeks after the Employee starts the leave; or
 - (iii) to a later date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.

- (m) An Employee may alter the requested termination date of a Parental/Adoption Leave:
 - (i) to an earlier date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the earlier date does not contravene the provisions of the Employment Standards Act; or
 - (ii) to a later date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of the Employment Standards Act.
- (n) An Employee returning from a Parental/Adoption Leave shall return to the position most recently held, unless the Employee would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles 8 & 9 (Lay Off And Redundancy and Recall From Lay Off) shall apply.
- (o) Extended leaves may be requested in writing by Employees who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory thirty-five (35) or thirty-seven (37) week Parental/Adoption Leave period and may be granted by the Executive Superintendent of Human Resource Services or designate on the basis of the mutual consent of the Employee and the Employer but shall not exceed one (1) year.
- (p) Employees who extend a leave under Article 22.02 (o) beyond the statutory limits for Pregnancy/Parental/Adoption Leaves shall maintain the level of benefit coverage that was established during the statutory leave period at their own expense for the duration of the extended leave.
- (q) Seniority shall continue to accrue for the Period of the Parental/Adoption Leave up to a period of twenty-four (24) months.

ARTICLE 23 - RETIREMENT

23.01 An Employee shall be subject to retirement at the end of the month in which the Employee attains the Employee's 65th birthday.

23.02 Pre-retirement assistance will be made available to all retiring Bargaining Unit Members.

ARTICLE 24 - WORKERS' SAFETY AND INSURANCE BOARD BENEFIT

- 24.01 A Bargaining Unit Employee who is absent as a result of an accident/injury at the Employer's workplace, shall continue to receive full salary and Employee benefits until such time as the sick leave accumulation is depleted or approval for LTD. Upon the depletion of sick leave or approval of long term disability benefits, the Employee shall receive only those benefits to which the Employee is entitled by W.S.I.B. regulations and/or long term disability benefits under the Board's long term disability plan and payments are paid directly to the Employee by W.S.I.B. or the insurance carrier.
- 24.02 A Bargaining Unit Employee without accumulated sick leave who is unable to perform the Employee's essential duties because of a condition compensable under the Workplace Safety and Insurance Act shall receive such benefits as awarded by the W.S.I.B..
- 24.03 During the period of time that the Bargaining Unit Employee is in receipt of W.S.I.B. benefits and the Board is continuing to pay full salary, the Board shall deduct from the Employee's accumulated sick leave the equivalent of 0.15 of a day for each day of absence.
- 24.04 Upon notification of entitlement all used sick leave credits shall be reimbursed to the Employee at the pro-rated hours in Article 24.03 for each day absent.
- 24.05 During the period of time that an Employee is in receipt of W.S.I.B. benefits the Employee shall be governed by the terms of the Collective Agreement and applicable legislation as it applies to seniority, vacation, sick leave, benefits and pensions. An Employee receiving benefits under Article 24 (Workers' Safety And Insurance Board Benefit) shall continue to accumulate sick leave days in accordance with Article 20 (Sick Leave and Retirement Gratuity).
- 24.06 When an appeal of a W.S.I.B. decision is initiated the Employee will be released to attend the appeal without loss of wages.

ARTICLE 25 - BENEFITS

- 25.01 (a) Subject to the availability through an insurance carrier the group insurance plans specified below will be provided for Employees. The Plans shall be comprised of the following components:
- i) Health Plan: including Vision Care and Out of Province coverage as per Appendix B (Benefits).
 - ii) Dental Plan: including major restorative and orthodontics as per Appendix B (Benefits).
 - iii) Life Insurance Plan: including basic group life, dependent life and optional employee life as per Article 25.04 below.
 - iv) Long Term Disability Plan: Benefit formula will be sixty six and two thirds (66 2/3) percent.
 - v) Ontario Health Insurance Plan.

(b) Employees are eligible to participate in the benefit plans once they have completed three (3) calendar months of employment in a permanent position, provided they are not on lay-off.

25.02 (a) The Employer will pay on behalf of each eligible full-time Employee one hundred percent (100%) of the premium for health and dental plans including for the summer or intercession periods as long as the Employee returns to active work thereafter.

(b) Employees will pay one hundred percent (100%) of the Life Insurance and Long Term Disability Plan premiums.

(c) Prepayment of additional premium will be deducted over the final six (6) pay periods of the school year.

(d) Participation in the Long Term Disability, Basic Life Insurance, Health and Dental Plans is a condition of employment for all full-time Employees. Full-time Employees may decline participation in the Health and Dental Plans provided proof of coverage by a spouse's plan is submitted.

25.03 Eligible part-time Employees regularly scheduled to work at least seventeen and one half (17.5) hours but less than twenty-five (25) hours per week will be eligible to participate in the Benefit Plans in 25.01 (a) (i), (ii), (iii), (v) and (vi) above. The Employer's contribution to the Health & Dental Plans shall be pro-rated in accordance with the Employee's FTE.

25.04 (a) Basic Group Life Insurance equal to two and one half (2 ½) times the Employees annual salary to a maximum insurance coverage of \$100,000 is mandatory for all Employees.

(b) Optional Employee Life Insurance is available in an amount equal to one (1) times the Employees annual salary for all Employees.

(c) Dependent Group Life Insurance is also available to all Employees as follows:

Spouse \$25,000
Dependent children \$10,000 for each dependent child.

(d) All the above mentioned plans will be administered by the Employer with full premium costs of the plan and administration costs being paid by the Employees.

25.05 The Employer shall return prior to May 31st to each Employee, the Federal Employment Premium Rebates to which the Employees are entitled to for the previous twelve (12) months.

- 25.06 The Insurance Plans as outlined in this Article shall be as more particularly described and set forth in the respective policies of insurance. Any dispute over payment of benefits under any such policies shall be adjusted between the Employee and the insurer concerned, but the Employer will use its best efforts to adjust and settle such dispute.
- 25.07 A copy of the master policy or policies of the benefit plans as set out in this Article shall be provided to the Bargaining Unit Executive.
- 25.08 Subject to eligibility requirements and the provisions of any legislation, an Employee on any leave of absence without pay may continue participation in the benefit plans while on leave and shall be responsible for paying 100% of the premium costs.
- 25.09 Surviving dependents, as defined in the policy, of a deceased Employee shall be entitled to have existing health and dental coverage continue at the surviving dependent's cost for a period of up to one (1) year after the death of the Employee.
- 25.10 An Employee who retires to an unreduced pension or to a reduced pension shall have the option of enrolling in a Thames Valley District School Board retirement benefit plan, for each of Extended Health, Dental, and Basic Group Life Insurance provided the Employee was enrolled in the benefit plans on the date immediately prior to retirement, to age sixty-five (65) by making full premium payments monthly in advance through the Board.
- 25.11 Employees are eligible to participate in the benefit plans once they have obtained seniority, provided they are not on indefinite lay-off.

ARTICLE 26 - TEMPORARY EMPLOYEES

- 26.01 A temporary or casual Employee may be hired for a defined term or task to replace a permanent Employee who is absent or to fill a vacancy until such time as the job posting process has been completed, provided that the Employee has the required skill, ability and qualifications.
- 26.02 The temporary or casual rate of pay shall be 80% of the minimum rate of the position they were hired for except that should the assignment continue beyond sixty (60) consecutive days of work, the Employee shall be paid the minimum rate for the job they are performing effective on the sixty-first (61st) day of the assignment.
- 26.03 Temporary or casual Employees shall pay Union dues in accordance with Article 4 (Union Security, Membership and Dues).
- 26.04 The Employer shall forward to the Union each month by the 10th of the following month, one (1) copy of the "Casual Report". The report will indicate the name of all casual Employees working the previous month, the days worked and the location of the assignment.
- 26.05 The parties agree that no Employee who has acquired seniority under this Agreement will be laid-off nor shall their lay-off be prolonged by reason of the Employer hiring Employees under this article.

ARTICLE 27 - TECHNOLOGICAL /METHODOLOGY CHANGE

27.01 For the purpose of this Agreement, technological/methodology change shall mean the introduction of equipment, material or processes different in nature from that previously utilized by the Employer.

27.02 Should it become necessary to introduce technological /methodology changes which may have an effect on the employment status of Bargaining Unit Employees:

- (a) The Employer will notify the Union as far as possible in advance of their intentions and will advise the Employees affected not less than three (3) months prior to such changes.
- (b) The Union will also be provided with information as new developments arise and modifications are made.
- (c) The Employer will provide the Union with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on Employees.

27.03 The Notice to the Union shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the Employer proposes to effect the change;
- (c) the approximate number, type and location of Employees likely to be affected by the change; and
- (d) the effects the change may be expected to have on Employees working conditions and terms of employment.

27.04 The Employer agrees to provide appropriate training where it is demonstrated that an Employee, whose position is affected by technological/methodology changes, may be able to retain their position with such training. The training period shall not exceed ninety (90) consecutive calendar days. During such training period, the Employee shall continue to be paid at their regular rate of pay and regular hours of work.

27.05 An Employee who is displaced from their job as a result of technological/ methodology change shall exercise their rights under Article 8 (Surplus/Redundancy/Lay-off Procedure).

27.06 Current job classifications which are changed as a result of technological change shall be automatically included in the Bargaining Unit unless the Union and the Employer mutually agree to exclude them.

ARTICLE 28 - GENERAL

28.01 _Medical Procedures - Pupils

The Employer shall not require any Employee to administer medication or perform any medical or physical procedure that might in any way endanger the safety of the pupil or subject the Employee to the risk of injury or liability for negligence without proper training and procedure in place. These procedures shall be done in accordance with the Policy/Program Memorandum No. 81 or subsequent revisions.

28.02 _Board to Provide Insurance

The Board shall provide adequate insurance protection for Educational and Instructional Assistants against risk arising in the course of their employment that may involve pecuniary loss or liability on the part of Educational Assistant/Instructional Assistant covered by the Agreement.

28.03 _Correspondence

All routine correspondence between the two parties (except as specified elsewhere in this Agreement) shall pass between the appropriate Manager of Human Resource Services and the Corresponding Secretary or the Unit Vice-President with a copy of all such correspondence to the Executive Superintendent of Human Resource Services.

28.04 _Use of Services

The Union shall have the use of the Employer's internal courier service for communicating with the Employer. Use of the Employer's e-mail system to communicate with Bargaining Unit Employees requires the prior approval of the Executive Superintendent of Human Resource Services or designate in every instance.

28.05 _Professional Development Committee

A joint Professional Development Committee will be established to review the professional development needs of the Bargaining Unit.

28.06 Professional Development Days

Employees shall participate in two (2) Professional Development Days, with pay. The day(s) will be designated by the Employer following consultation with the Professional Development Committee.

28.07 _Designation of Supervisor:

Every Employee shall be notified of the name of their immediate designated Supervisor.

28.08 Alternate School Year Calendar

In the event that a school is changed from the conventional school calendar to an Alternate School Year, the affected Employees will be given the opportunity to remain in their school. Should the affected Employees not wish to remain, the position will be posted and the affected Employee will have the opportunity to post elsewhere.

28.09 Names and Addresses of Employees

The Union will be provided with a current list of names and addresses of all Employees in the Bargaining Unit unless prevented by an applicable legislation.

28.10 Notwithstanding Article 15 (Job Vacancies), the parties agree that an Employee covered by this Agreement who is no longer able to perform the regular duties of their position due to limitations supported by medical documentation shall be given preference for such other work as may be available as determined by the parties through the Early and Safe Return to Work Committee. It is further understood that the terms of reference for Early and Safe Return to Work Committee will provide for the accommodation of Employees that have not been absent from work.

ARTICLE 29 - BULLETIN BOARDS

29.01 The Union shall have the use of a bulletin board in the Employer's premises for the purposes of posting notices relating to the Union business or Employee matters.

ARTICLE 30 - PERSONNEL FILE

30.01 An Employee shall have the right at any time to have access to and have copies of his/her personnel file by making an appointment through Human Resource Services. The Employee may have a copy of any document in the file.

30.02 An Employee shall be entitled to dispute the content of documents contained in the personnel file by providing to the Board written notice of the dispute, which sets forth the Employee's opinion of the error or inaccuracy. Such notice shall be part of the Employee's personnel file.

30.03 Should an Employee dispute the accuracy or completeness of information in the personnel file the Board shall, within fifteen (15) working days from receipt of a written request by the Employee stating the alleged inaccuracy, either confirm, amend or remove the information and shall notify the Employee in writing of its decision including reasons for that decision. Thereafter, derogatory documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of Article 30.05.

30.04 Where Human Resources Services amends or removes such information pursuant to Article 30.02, Human Resource Services shall, at the request of the Employee, notify all persons who received a report based on the inaccurate information.

30.05 In the event that a period of twenty four (24) calendar months has elapsed since a derogatory notation was issued to an Employee, such derogatory notation shall be removed from the Employee's personnel record.

ARTICLE 31 - EXPENSE REIMBURSEMENT

31.01 Mileage

- (i) Employees required and authorized by the Employer to use a personal automobile in the performance of their normal duties shall be compensated for mileage traveled in accordance with the Board policy which may be changed from time to time.
- (ii) Employees required and authorized by the Employer to transport students during the performance of their duties, shall receive an additional \$0.10 per kilometer above the rate set by Board Policy.

31.02 Attendance at Courses/Seminars/Conference

- (i) Where an Employee is specifically required by the Employer to undertake any course of instruction, or attend any seminar or conference outside the Employees place of work, reimbursement for traveling expenses shall be paid by the Employer at the rates established for Employees in its Policies, By-laws, and Regulations.
- (ii) The Employer shall reimburse Employees for transportation and traveling expenses within the boundaries of the Board where such Employees are required by the Employer to undertake any course of instruction or attend any seminar or conference. Such reimbursement for transportation and traveling expenses within the boundaries of the Board shall be from place of work to the place of instruction, seminar or conference and return to place of work.

31.03 Tuition Fees

The Employer agrees to consider reimbursement to permanent Employees for the amount of tuition or part thereof for any course of instruction undertaken and successfully completed by the Employee, subject to the following conditions:

- (i) availability of funds;
- (ii) the Employee must submit the content of the course to the Employer and receive the Employer's approval hereto prior to the commencement of the course;
- (iii) the subject matter of the course must be such as to improve the capability of the Employee and for the betterment of the Employer.

ARTICLE 32 - PAY ADMINISTRATION

32.01 Rates of pay and job classifications shall be as set forth in Schedule A to this Agreement.

32.02 The Employer shall pay salaries and wages bi-weekly on Fridays except where the pay date falls on a paid holiday, in which case the pay date will be the last banking day preceding that paid holiday. It is recognized that overtime or other non- standard payments will be included in a subsequent deposit. On or before each payday each Employee shall be provided with an itemized statement of salary (wages) and deductions.

32.03 Each Employee's salary or wages shall be deposited in a financial institution designated

by the Employee. An Employee may change the designated financial institution by providing the Board with notice in writing at least (30) calendar days in advance of the effective date of the change.

ARTICLE 33 - RATES OF PAY AND JOB CLASSIFICATIONS

33.01 An Employee's length of service with the Employer, for the purpose of awarding increments in accordance with Schedule A of this Agreement shall:

- (a) begin at the time at which such Employee commenced in the Employee's current job band;
- (b) not include any time during which such Employee is on lay-off or leave of absence if the period of lay-off and leave of absence combined exceeds fourteen (14) weeks in any one (1) calendar year.

33.02 An Employee who is a successful applicant under Article 15 (Job Vacancies), will be paid at the rate of pay in the progression in the new job band which will provide a higher rate of pay than the Employee's former position.

ARTICLE 34 - OCCUPATIONAL HEALTH AND SAFETY

34.01 The Board, the Union and its members shall comply with the provisions of the Occupational Health and Safety Act and Regulations, as they may be amended from time to time and continue to perfect the safety measures in effect in order to prevent injury and illness.

34.02 Discussion on health and safety matters will be undertaken at the Joint Health and Safety Meetings in Article 6 (Union Representation).

34.03 A first aid kit for the use of the Employees in the Bargaining Unit shall be supplied by the Employer and be placed at each work site where Employees in the Bargaining Unit regularly work as prescribed by the Occupational Health and Safety Act.

34.04 All Employees working at a hazardous work site shall be supplied with all necessary safety equipment/protective clothing.

34.05 The Employer shall post in all work sites, all documents pertaining to Common Infections as per the Health Units of Thames Valley. The Employer will implement the exclusions as per the guide to Common Infections as printed from time to time.

34.06 The Employer shall provide training and upgrading in CPI, WHMIS, First Aid and CPR as required by legislation or as required for an Employee's assignment.

ARTICLE 35 - OMERS PENSION PLAN

35.01 Eligible Employees and the Employer shall participate in the OMERS Plan in accordance with the regulations stipulated in the Act.

ARTICLE 36 - ADMINISTRATIVE TRANSFERS:

36.01 Through the mutual agreement of the Employer and the Union, an administrative transfer shall be arranged under the following circumstances:

- (a) an Employee is staffed at a school recommended for closure;
- (b) an Employee staffed at a school which is adopting an alternate school year calendar;
- (c) an Employee is experiencing health, performance and/or conduct issues.

ARTICLE 37 - TERM OF AGREEMENT

37.01 This Agreement shall be for a term commencing on date of ratification and ending 2005 August 31 unless either party gives notice in writing to the other not less than thirty (30) or more than one hundred and twenty (120) days prior to the expiry date hereof of that party's intention to renew the Collective Agreement with or without modifications in accordance with the Ontario Labour Relations Act.

37.02 No changes can be made to this Agreement without the written consent of the parties nor can any changes be made to the Agreement without submitting the changes for ratification by the parties as determined by their respective bargaining procedures.

SIGNATURES

Dated at London, Ontario this twenty-sixth (26th) day of May, 2003.

SIGNED AND AGREED on behalf of the Thames Valley District School Board

Joyce Bennett Chairperson of the Board		Bill Bryce Director of Education
Diana Anstead Chair - Negotiations Advisory Committee		John Thorpe Executive Superintendent - Human Resource Services
Beth Strong Manager - Human Resource Services		

SIGNED and AGREED on behalf of the Canadian Union of Public Employees
(CUPE 4222C)

Pat Wilson Chairperson		David Hill President
Jennifer Kaufmann National Representative - CUPE		

SCHEDULE A - RATES OF PAY

1.0 Rates of Pay

1.1 Educational Assistants

Start	After 1 year	After 2 years
Effective 2002 September 01		
\$15.99	\$17.53	\$19.33
Effective 2003 September 01		
\$16.47	\$18.06	\$19.91
Effective 2004 September 01		
\$16.96	\$18.60	\$20.51

1.2 Instructional Assistants

Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years
Effective 2002 September 01							
\$19.94	\$20.85	\$21.76	\$22.68	\$23.59	\$24.50	\$25.41	\$26.33
Effective 2003 September 01							
\$20.54	\$21.47	\$22.41	\$23.36	\$24.30	\$25.24	\$26.17	\$27.12
Effective 2004 September 01							
\$21.16	\$22.11	\$23.08	\$24.06	\$25.03	\$26.00	\$26.96	\$27.93

2.0 Wage Adjustments

A lump sum payment of two hundred and eighty (\$280) dollars for full-time Employees and one hundred and forty (\$140) dollars for part-time Employees will be paid upon ratification in lieu of retroactivity back to 2002 January 01. In order to be eligible, Employees must have been actively at work during the period of 2002 January 01 through 2002 August 31.

2.1 All rates of pay shall be adjusted by 3% retroactive to 2002 September 01.

2.2 All rates of pay shall be adjusted by 3% effective 2003 September 01.

2.4 All rates of pay shall be adjusted by 3% effective 2004 September 01.

LETTERS OF INTENT

Special Education Planning Time

The Employer and the Union share an understanding of the importance of Employees participating in special education planning sessions.

An application process will be established whereby Principals can apply in advance to Program Services to request approval for Employees to receive additional pay to a maximum of one (1) hour per occurrence per Employee in order to attend special education planning sessions.

Extra Hours

For the 2003-2004 and 2004-2005 school years, the equivalent of 5.0 F.T.E. per year will be allocated to schools as extra hours based upon need. A determination of need will be made annually by the Program Department.

Violence

The Employer and the Union share a commitment towards providing a safe work environment. Through the Joint Health and Safety Committee, the parties will monitor all incidents involving aggression or violence and develop appropriate procedures, training and recommendations to address these concerns.

LETTERS OF UNDERSTANDING

Benefits

The parties agree to set up a joint benefits committee within 60 days of ratification of the new agreement. This committee will review information in order to allow CUPE 4222 to investigate the feasibility of converting the benefits plan for CUPE Local 4222 to a Union Trustee Benefit Plan.

Hours of Work

The Employer agrees that for the duration of this agreement, full-time permanent employees as of the Date of Ratification will not have their hours of work reduced to less than six (6) hours per day.

Nevertheless, hours of work for casual employees may be reduced to less than six (6) hours per day.

Positions that are posted during the life of this Agreement may be posted at less than six (6) hours per day.

APPENDIX A (GRATUITIES)

Former 1150 If an employee has acquired seniority under this agreement, and is full-time, was hired prior to 1978 October 05, has ten (10) years' continuous service, and ceases to be employed by the Employer because of retirement from the Employer's service for reason of age or disability, such employee shall be paid an amount equal to one-half ($\frac{1}{2}$) of his/her accumulated sick leave credit with such payment not to exceed one-half ($\frac{1}{2}$) of the employee's annual salary. In the event of death of the employee, the payment shall be made to the estate of the deceased.

Former Staff

Association An employee hired prior to 1978 January 01 who ceases to be employed by the Board by reason of death, permanent disability, retirement to pension with allowances commencing on the first day of the month next following the month in which the employee ceased to be employed, or by retirement specially approved by the Board, and who has completed ten years of continuous service with the Board immediately prior to the date of cessation of employment, shall be paid, or, if deceased, the employee's estate shall be paid a gratuity equal to the value, under the practices of the board, of one-half the number of days of accumulated sick leave credit, recalculated, if necessary, as set out in section 2 in the case of an employee not covered by a Union agreement and hired prior to 1964 September 01; but such payment shall not exceed one-half of the employee's annual salary including any responsibility allowance received during the employee's last year of service with the Board.

Whereas in the case of an employee hired prior to 1964 September 01, the accumulated sick leave credit to that date represented only one-half ($\frac{1}{2}$) the unused annual sick leave credits, and the gratuity formula then in effect gave full credit for such accumulation, effective from 1969 June 26, in computing any gratuity becoming payable on or after the latter date, in the case of an employee not covered by a union agreement whose service has been continuous from 1964 August 31, the accumulated sick leave credit shall be doubled, subject to a maximum of two hundred days in total, and a special accumulated credit shall be recomputed to the date of termination, subject to the rules of, and using the same debits and credits as occurred in the operation of, the sick leave plan since 1964 September 01, and subject at all times to the maximum accumulation permitted under the plan.

Former 1753 (a) An employee hired before 1984 November 01, regularly employed for thirty-five (35) hours per week, who completes ten (10) years or more continuous service with the Employer and, having attained age sixty(60) or achieved the ninety (90) factor as determined under the O.M.E.R.S. retirement plan, ceases to be employed by the Employer due to retirement from the Employer's service shall be entitled to a retirement gratuity based upon the formula set forth in Schedule "C" attached hereto and forming part of this agreement. Should such employee resign they shall be eligible only for the gratuity payment as set forth in (b) below.

For Persons Employed on a Ten Month Basis:

Number of days of accumulated sick leave to maximum of:

200/2 X 1/200 X Regular annual salary on retirement excluding overtime

(b) Except for employees eligible for a retirement gratuity, an employee with a minimum of five (5) full years of continuous service with the Employer prior to the date of ratification and ceases to be employed by the Employer shall upon resigning from service with the Employer, be paid an amount equal to one-fifth (1/5) of the unused cumulative sick leave. This amount shall be calculated at the employee's salary on the date of ratification prior to any adjustments being implemented. The maximum accumulated sick leave for computing this allowance shall be the lesser of the number of days accumulated on the date of ratification or the number of days accumulated at the time of resignation.

Former 1791 For employees hired prior to 1975 January 01, the amount of retirement gratuity shall be calculated by multiplying the employee's salary for the year immediately preceding retirement by the amount of accumulated sick leave credits and dividing that total figure by four hundred(400), i.e.:

salary of last year X accumulated days/200 X 2

On the death of an employee who commenced employment with the Board prior to 1975 January 01, who has completed ten or more years of continuous service with the Board immediately prior to death, the employee's estate shall receive an amount equal to one-half(1/2) of the employees' accumulated sick leave as of that date X 1/200 of the employee's last year's salary, providing it does not exceed 50% of the employee's last year's salary prior to death.

For employees hired after 1975 January 01 and prior to 1978 September 19, the amount of retirement gratuity shall be calculated by dividing an employee's accumulated sick leave credits by two hundred (200) and multiplying the result by 2% of salary for the year immediately preceding retirement multiplied by years of service with the Employer, i.e.:

**Accumulated days X 2 X salary of last year X years
200 100 of service**

On the death of an employee who commenced employment with the Board after 1975 January 01 and prior to 1978 September 19, who has completed ten or more years of continuous service with the Board immediately prior to death, the employee's estate shall receive an amount equal to one-half(1/2) of the employee's accumulated sick leave as of that date X 1/200 of the employee's last year's salary, providing it does not exceed 50% of the employee's last year's salary prior to death.

Former Oxford

(a) An employee who retires from the staff of the Thames Valley District School Board is entitled to a sick leave retirement gratuity if they qualify under the terms of Plan A or Plan B. To qualify for either plan, the employee shall be eligible for a pension to commence payment as certified by the Ontario Municipal Employees Retirement System upon retirement (within two (2) months of termination).

PLAN A: This plan applies to an employee who commenced continuous employment with the Oxford County Board of Education or any predecessor of the Oxford County Board of Education prior to September 1, 1978. The amount of sick leave gratuity shall be calculated as follows:

$$\frac{\text{Gross salary of Final Year}}{20020} \times A \times B$$

PLAN B: This plan applies to an employee who commenced continuous employment with the Oxford County Board of Education with duties commencing September 1, 1978 or thereafter. The amount of sick leave gratuity shall be calculated as follows:

$$\$8,000 \times \frac{A}{200} \times \frac{B}{20}$$

For Both Plans:

A. Number of unused sick leave days, not in excess of 200, accumulated during employment with the Oxford County Board of Education, or with any predecessor of the Oxford County Board of Education. For the purpose of calculating Sick Leave Credit Gratuity Payable on Retirement, only sick leave credits earned, unused and accumulated while in the employ of the Oxford County Board of Education, or any predecessor of the Oxford County Board of Education shall be taken into account.

B. Number of full-time or equivalent years, not in excess of 20, with the Oxford County Board of Education, or with any predecessor of the Oxford County Board of Education.

i) Maximum gratuity shall not exceed 50% of the salary of the final year.

ii) Payment of the gratuity may be made by a method mutually agreeable to both the board and the employee and consistent with legislative requirement. Preferred methods of payment are one lump sum payment at the time of leaving, or two equal payments, one at the time of leaving and the other in the next calendar year.

iii) A Sick Leave Credit Gratuity shall be paid to the estate of an employee whose death occurs before retirement while employed with the Oxford

shall be calculated as though the employee had retired, under circumstances which would qualify them for the gratuity on the day before their death.

PROVISO: An Employee Commencing Employment after August 31, 1981.

An employee commencing employment with the Oxford County board of Education after August 31, 1981 shall not be eligible for sick leave credit retirement gratuity benefits unless that employee has, at the date of retirement, completed at least seven (7) years full time employment with the board. Credit shall be allowed for the qualifying seven (7) years of employment in calculating the amount of the benefit.

APPENDIX B (BENEFITS)

HEALTH PLAN:

The health plan will include:

- (a) Vision care maximum reimbursement of \$200 per employee and/or dependent for any two (2) consecutive calendar years.
- (b) Orthotics coverage.
- (c) Out of Province coverage.
- (d) Semi-private room coverage.
- (e) Pay direct drug card will be provided.
- (f) Dispensing fees will be capped at \$7.50
- (g) One hundred percent (100%) reimbursement plan will take effect.

The dental plan will include:

- (a) One (1) year lag on Ontario Dental Association Fee Schedule.
- (b) Dental recall coverage at nine (9) months for employees and their dependants.

APPENDIX C (BENEFIT PLAN SUMMARY)

HEALTH PLAN		DENTAL PLAN	
Current Employer Cost Sharing	100% Pro-Rated	Current Employer Cost Sharing	100% Pro-Rated
Full-time employee Part-time employee		Full-time Employee Part-time Employee	
Semi-private Hospital	Covered	Basic Services - Part I	100%
Semi-private Maximum	Unlimited	Supplementary Basic Services Part II	75%
Hospital Coinsurance	100%	Dentures - Part III	60%
Drug Definition	legally requires a prescription	Major Restorative Services - Part IV	60%
Drug Payment Method	Pay-Direct	Orthodontics, for dependent children only - Part V	50%
Dispensing Fee Cap	\$7.50	Benefit Maximum Part I, II, III & IV	\$1000/yr combine
Drugs Coinsurance	100%	Orthodontics Maximum - Part V	\$2,000/lifetime
Visioncare Coverage	\$200	Recall Exam Frequency	9 months
Visioncare Maximum	2 consecutive calendar years	Fee Schedule	1 year lag
Visioncare Coinsurance	100%	Plan Deductible	Nil
Nursing Care	RN	QUESTIONS REGARDING HEALTH & DENTAL COVERAGE: Call Manulife Financial at 1-800-265-2260	
Psychologist	fee varies		
Ophthalmologist/optometrist	\$15 per visit	RETIREE BENEFITS (To age 65)	
Orthotics	1 pair every 3 years \$500 maximum		
Orthopedic Shoes	reasonable & customary	Health Plan	Same as active employees (OOP 18 per trip maximum)
Physiotherapist, Chiropractor, Massage Therapist, Osteopath, Speech Therapist, Naturopath, Podiatrist	\$15 per visit after OHIP	Dental Plan	Same as active employees
Hearing Aid Coverage	\$1,000 in any 5 calendar years	Group Life Insurance	Basic group life amount
Out-Of-Province Coverage (OOP) up to 180 days	Emergency & referral	Employer Cost Sharing	0%
Plan Deductible	Nil		
BASIC GROUP LIFE INSURANCE		DEPENDENT LIFE INSURANCE	
Employer Cost Sharing	0%	Current Employer Cost Sharing	0%
Life Benefit Formula	2.5 x annual salary	Benefit Amount Spouse	\$25,000
Maximum Benefit	\$100 000	Per Dependent Child	\$ 10,000
Disability Waiver of Premium	Yes	Disability Waiver of Premium	No
Note: Mandatory for full- and part-time employees.			
LONG TERM DISABILITY		OPTIONAL EMPLOYEE LIFE INSURANCE	
Current Employer Cost Sharing	0%	Current Employer Cost Sharing	0%
Life Benefit Formula	66.67% of monthly salary	Life Benefit Formula	1 x annual salary
Maximum Benefit	\$5495 per month	Disability Waiver of Premium	Yes
Disability Waiver of Premium	Yes		
Note: Mandatory for full-time employees, part-time employees not eligible			
SURVIVOR BENEFITS		OVERAGE DEPENDENT COVERAGE	
Health and Dental Plans remain in force for 1 year with payment of premiums.		Dependents 21 years of age and over and dental plans if they are currently	may be covered for 1 year if enrolled as full-time