

COLLECTIVE AGREEMENT

between

RAINBOW DISTRICT SCHOOL BOARD

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
EDUCATIONAL SUPPORT STAFF UNIT (E.S.S.U.)
OF DISTRICT 3
OFFICE, CLERICAL, TECHNICAL**

Effective November 27, 2008 to August 31, 2012

TABLE OF CONTENTS

ARTICLE 1 – <u>GENERAL PURPOSE</u>	5
ARTICLE 2 – <u>EFFECTIVE PERIOD</u>	5
ARTICLE 3 – <u>SCOPE AND DEFINITIONS</u>	5
ARTICLE 4 – <u>MANAGEMENT RIGHTS</u>	8
ARTICLE 5 – <u>UNION MEMBERSHIP AND FEE DEDUCTION</u>	8
5.03 Local Levy.....	9
ARTICLE 6 – <u>HUMAN RESOURCES FILE</u>	9
6.01 Board Office Human Resources Files	9
6.02 School Files.....	9
ARTICLE 7 – <u>PROBATIONARY PERIOD</u>	10
ARTICLE 8 – <u>COMPENSATION</u>	11
8.01 Salary Schedule	11
8.02 Increments for Permanent Employees	12
8.03 Relieving Rate	12
8.04 Promotion Rate.....	12
8.05 Method of Payment.....	13
ARTICLE 9 – <u>GRIEVANCE AND ARBITRATION</u>	13
9.01 General	13
9.03 Informal Procedure.....	14
9.04 Step 1.....	14
9.05 Step 2.....	14
9.06 Step 3.....	14
9.07 Arbitration.....	15
9.09 Time Lines.....	16
ARTICLE 10 – <u>JOB POSTINGS</u>	17
ARTICLE 11 – <u>HOURS OF WORK</u>	18
11.02 Lunch Periods.....	18
11.03 Rest Periods.....	19
ARTICLE 12 – <u>SENIORITY</u>	19
ARTICLE 13 – <u>JOB CLASSIFICATION</u>	20

ARTICLE 14 – <u>OVERTIME</u>	21
14.03 Overtime for Part-time Employees.....	21
ARTICLE 15 – <u>BENEFIT PLANS</u>	22
15.01a) Health Care.....	22
15.01b) Benefits for Temporary Employees.....	23
15.02 Long Term Disability	23
15.03 Optional Life Insurance.....	23
15.07 Benefits Upon Retirement.....	24
15.10 Benefit Plans Disclosure and Review Policy	24
ARTICLE 16 – <u>REIMBURSEMENT OF COURSE FEES</u>	24
ARTICLE 17 – <u>PERFORMANCE APPRAISALS</u>	25
ARTICLE 18 – <u>TRAVEL ALLOWANCES</u>	25
ARTICLE 19 – <u>LAY-OFF</u>	25
19.02 a) Recall.....	26
19.02 b) Reinstatement.....	26
19.07 Sudbury Student Services Consortium	27
ARTICLE 20 – <u>REPRESENTATION AND COMMITTEES</u>	27
20.01 Employee Relations Committee.....	27
ARTICLE 21 – <u>SICK LEAVE</u>	28
21.01 Cumulative Sick Leave Plan.....	28
21.01 h) Annual Sick Leave Statement.....	28
21.02 a) Absences	29
21.02 b) Absence Due to Compensable Accident.....	29
21.03 Minimum Short Term Sick Leave Guarantee	29
21.04 Medical Documentation.....	30
21.05 Retirement Gratuity.....	30
ARTICLE 22 – <u>NO STRIKE OR LOCKOUT</u>	31
ARTICLE 23 – <u>PRINTING OF AGREEMENT BOOKLETS</u>	31
ARTICLE 24 – <u>PREGNANCY AND PARENTAL LEAVE</u>	31
24.01 Qualifying Employment Period for Pregnancy and Parental Leave.....	31
24.02 Pregnancy Leave	31
24.03 Parental Leave (Including Adoption Leave).....	32
24.04 Reinstatement Following Pregnancy/Parental/Adoption Leave.....	32
24.05 Extensions to Parental/Adoption Leave	32
24.06 Employment Insurance Top Up Benefits.....	32

ARTICLE 25 – <u>LEAVE OF ABSENCE</u>	33
25.01 Jury Duty/Subpoena.....	33
25.02 Bereavement Leave.....	33
25.03 Conferences or Professional Development.....	34
25.04 Personal Reasons.....	34
25.05 Examinations.....	34
25.06 Convocation.....	34
25.07 Quarantine	35
25.08 General Leave.....	35
25.11 Compassionate Leave	35
25.12 Family Medical Leave	35
ARTICLE 26 – <u>JOB EXCHANGE PROGRAM</u>	36
ARTICLE 27 – <u>UNION LEAVE</u>	36
27.02 Negotiation Leave	36
ARTICLE 28 – <u>STATUTORY HOLIDAYS</u>	37
ARTICLE 29 – <u>VACATION</u>	38
ARTICLE 30 – <u>PENSIONS</u>	40
ARTICLE 31– <u>CRIMINAL REFERENCE CHECKS</u>	40

ARTICLE 1 - **GENERAL PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Board and the employees, to provide for an ongoing means of communication between the Union and the Board, and the prompt and equitable disposition of grievances, and the final settlement of disputes, and to establish and maintain terms and conditions of employment in accordance with the provisions of this Agreement.

ARTICLE 2 - **EFFECTIVE PERIOD**

- 2.01 This Agreement shall be in effect from date of ratification by both parties (November 27, 2008) to August 31, 2012 and shall remain in effect from year to year thereafter unless either party gives notice to the other not more than ninety (90) days from the expiration date herein that it desires revision, modification or termination of this Agreement at its expiration date.
- 2.02 In the event that either Party gives notice as defined in Article 2.01, the Parties will meet to negotiate within fifteen (15) working days or such other time as may be mutually agreed after the giving of such notice, and both Parties shall negotiate in good faith and make every effort to conclude a new Agreement.
- 2.03 This Agreement shall supersede all previous agreements. Except for error, inadvertence or omissions, it shall form the basis for determining all salaries and other conditions defined herein. Amendments to the provisions herein contained shall be made only by mutual written consent of the parties.
- 2.04 Notwithstanding the above, amendments and/or revisions to this agreement shall be made only by the mutual written consent of the negotiating groups duly authorized by the parties to represent them.

ARTICLE 3 – **SCOPE AND DEFINITIONS**

- 3.01 a) The Board recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive Bargaining Agent for all Office, Clerical and Technical employees employed by the Rainbow District School Board save and except Executive Assistants, Plant Supervisors, Assistant Managers (and all persons above the rank of Assistant Manager), Payroll Supervisor, Human Resources Staff, Executive Secretary – Academic, Communications Officer, Accountant and all other persons covered by a subsisting collective agreement.
- b) (i) The parties agree that for the term of this agreement, there shall be no restriction on contracting out by the Employer of work or services now performed by union employees, provided the job posting process outlined in Article 10 has been exhausted and that no permanent or probationary employee hired prior to the expiration of this agreement shall, as a result

of such contracting out, lose employment or suffer a reduction of regular daily or weekly hours of work.

(ii) The Board agrees to advise the Bargaining Unit President prior to contracting out any bargaining unit work.

c) No volunteer(s) or Co-op student(s) shall have access to any information covered by the Freedom of Information and Protection of Privacy Act.

3.02 The Board recognizes the right of O.S.S.T.F. to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

3.03 O.S.S.T.F. recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

3.04 a) "Full-time employee" as referred to in Article 11 means an employee who is normally and regularly scheduled to work 35 hours per week (or two half-time positions of 17.5 hours) worked in five (5) days of seven (7) hours each Monday to Friday.

b) "PART-TIME" employee means an employee who shall work fewer hours than a full-time employee as defined in Article 3.04 a). The number of hours worked shall be the number specified in the job posting for any particular position.

3.05 A "temporary employee" is an employee hired to work in excess of three (3) months either full-time or part-time for:

a) a specific term or task, or

b) replacement of an employee who is absent.

3.06 A "casual employee" is an employee hired to work on an irregular basis during periods of heavy workload and in cases of emergency, for a period not exceeding three (3) months.

It is understood and agreed that casual employees may be employed on a full or part-time basis. A casual employee shall not be deemed have seniority or be a probationary employee.

- 3.07 The term “Probationary employee” when used in this Agreement, refers to an employee employed by the Board within the bargaining unit of this Agreement, who has not completed the probationary period outlined in Article 7.
- 3.08 The term “permanent employee” when used in the Agreement refers to an employee who has successfully completed the probationary period.
- 3.09 “Agreement” shall mean the agreement between Rainbow District School Board and the Educational Support Staff Unit, District 3 OSSTF.
- 3.10 “Board” or “employer” shall mean Rainbow District School Board and where applicable any predecessor Boards.
- 3.11 “Day” shall mean an employee’s working day unless otherwise defined.
- 3.12 “Department” shall refer to each of the following Board Office Departments:

Finance Department, Information Services Department, Human Resources Department, Plant Department.
- 3.13 “District” shall mean Rainbow District 3 of OSSTF.
- 3.14 “Employee” shall mean any person working for Rainbow District School Board and covered by this Agreement.
- 3.15 “Field Secretary” is a member of the OSSTF secretariat assigned to the OSSTF district and therefore to all bargaining units in that district.
- 3.16 “Grievance” shall mean any matter arising from the interpretation, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 3.17 “Member” shall mean a member of the Union.
- 3.18 “OSSTF” shall mean the Ontario Secondary School Teachers’ Federation.
- 3.19 “Party” shall mean the Union and/or the Board.
- 3.20 “Union” shall mean the Educational Support Staff Unit of District 3 OSSTF.
- 3.21 “Workplace” shall mean each location where one or more members of the Union is/are employed, and shall include departments.
- 3.22 “Surplus” shall mean a member whose current position is no longer available to that member, and who has rights to the bumping process outlined in Article 20.01

ARTICLE 4 - **MANAGEMENT RIGHTS**

- 4.01 The Union recognizes the right of the Employer to manage its school system in accordance with the laws and regulations, and to make, enforce, and amend, from time to time, reasonable rules and regulations to be observed by employees.
- 4.02 The Union recognizes the right of the Employer, subject to any provisions of this Agreement and appropriate legislation to manage the affairs of the Board including the right to hire, direct, classify, transfer, promote, demote and lay-off.

The parties agree that no employee shall be :

- a) Disciplined, suspended or discharged, except for just cause; and
 - b) Notwithstanding 4.02 (a), the parties agree that the Board may dismiss a probationary employee at a lesser standard.
- 4.03 The Board recognizes the right of members of the Union to have OSSTF representative(s) present during disciplinary meetings with the Board representative(s) where the conduct or competence of the member is being considered. The Board will inform the employee that he/she has the right to have an OSSTF representative present. If the member elects to have OSSTF representation, the representative will arrive in a timely fashion and no discussion of the issues will take place until the OSSTF representative is present.
- 4.04 The Board shall notify the Union, in writing, within 10 working days when an employee is promoted, demoted, transferred, disciplined or terminated.

ARTICLE 5 - **UNION MEMBERSHIP AND FEE DEDUCTION**

- 5.01 All employees of the Board covered by this Agreement shall, as a condition of employment, become and remain members in good standing of OSSTF according to the Constitution and By-laws of OSSTF. The OSSTF shall be the sole judge of the good standing of its members.
- 5.02 The Board agrees to deduct from the wages of every employee covered by this Agreement those dues and assessments levied in accordance with the OSSTF's Constitution and By-laws, and to remit such monies to the Treasurer of OSSTF no later than the 15th day of the month following the month in which the deduction was made.

The Board shall accompany such remittance with a list identifying the names, work locations, S.I.N. numbers, amounts deducted for all employees from whose wages monthly dues and assessments were deducted. A copy of the lists shall also be sent to the President of the Union.

5.03 Local Levy

The Board agrees to deduct from each pay cheque a local levy. The amount of the levy will be communicated to the Board in writing by the President of the Union in June of each year for the upcoming year. The Board agrees to remit monies collected under this provision to the local Union office on a monthly basis.

5.04 Any monies deducted under 5.02 and 5.03 shall be reflected as a deduction on employees' T4 slips.

5.05 The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

5.06 The Board shall advise all new employees at the time of hire that a Collective Agreement is in effect and give a copy of the Collective Agreement to the employee and direct the employee to the Union President.

ARTICLE 6 – **HUMAN RESOURCES FILE**

6.01 Board Office Human Resources Files

- a) An employee and/or designate shall have access during normal business hours to his/her human resources file at the Board Office. The employee must give written permission to the Board that allows a designate access to the file. The employee/designate may copy any material contained in these files. Requests to view files must be arranged in advance.
- b) If an employee disputes the accuracy or completeness of material in the human resources file, the Board shall, within 15 days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm or amend the information. In any event, the employee shall be at liberty to contest the accuracy or completeness of such information and have the same recorded in his or her file.
- c) When the Board amends information under (b) above, the Board shall, at the request of the employee, notify within 5 school days all persons who received a report based on the inaccurate information.
- d) An employee may request and the Board shall consider removal of documents from the employee's file.

6.02 School Files

- a) An employee and/or designate shall have access, during normal business hours to his/her file in the school. The employee must give written permission to the Principal, which allows a designate access to the file. The employee/designate may copy any material contained in these files.
- b) At the request of the employee, the employee may be accompanied by one other person who shall have access to such information.

- c) (i) If the employee disputes the accuracy or completeness of material in the school file, the Principal shall, within 15 days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm or amend the information. In any event, the employee shall be at liberty to contest the accuracy or completeness of such information and have the same recorded in his or her file.
- (ii) When the Principal amends information under c) (i) above, the Principal shall, at the request of the employee, notify within 5 school days all persons who received a report based on the inaccurate information.
- d) An employee may request and the Principal shall, after consultation with Human Resources, consider removal of documents from the school file.
- e) Effective September 1, 2003, the Principal will ensure that a employee receives copies of any material that may be placed in his/her school file within three working days of the material being filed. Failure to give a copy does not negate the existence of the document and will only result in a copy being provided once the oversight has been discovered.

ARTICLE 7 – **PROBATIONARY PERIOD**

- 7.01 All new employees other than temporary and casual of the Board, shall be considered to be on probation for a period of six (6) continuous months from date of last hire.
- 7.02 If retained after the probationary period, the employee shall be credited with seniority from date of last hire.

ARTICLE 8 – **COMPENSATION**

8.01 Salary Schedule

Hourly Rates

		<u>Sept 1/08</u>	<u>Sept 1/09</u>	<u>Sept 1/10</u>	<u>Sept 1/11</u>
<u>Category I</u>	Min	14.86	15.31	15.77	16.24
Library Clerk	Step 2	15.60	16.07	16.55	17.05
	Step 3	16.35	16.84	17.34	17.86
	Step 4	17.10	17.61	18.14	18.68
	Step 5	17.83	18.36	18.92	19.48
	Max	18.58	19.14	19.71	20.30
<u>Category II</u>	Min	16.82	17.32	17.84	18.38
Video Resource Distributor	Step 2	17.69	18.22	18.77	19.33
Finance Clerk	Step 3	18.53	19.09	19.66	20.25
Plant Clerk	Step 4	19.37	19.95	20.55	21.17
Payroll Clerk	Step 5	20.23	20.84	21.47	22.11
Secretary – Co-op Ed	Max	21.08	21.71	22.36	23.03
Support Clerk					
<u>Category III</u>	Min	18.52	19.08	19.65	20.24
Sect'y – Education Centre	Step 2	19.44	20.02	20.62	21.24
Sect'y - Secondary School	Step 3	20.35	20.96	21.59	22.24
Senior Payroll Clerk	Step 4	21.27	21.91	22.57	23.25
Senior Plant Clerk	Step 5	22.20	22.87	23.56	24.27
Information Services Clerk	Max	23.10	23.79	24.50	25.24
<u>Category IV</u>	Min	21.20	21.84	22.50	23.18
Sect'y - Elementary School	Step 2	22.26	22.93	23.62	24.33
Sect'y – Night School/ Adult Education	Step 3	23.33	24.03	24.75	25.49
	Step 4	24.39	25.12	25.87	26.65
	Step 5	25.44	26.20	26.99	27.80
	Max	26.51	27.31	28.13	28.97
<u>Category V</u>	Min	24.31	25.04	25.79	26.56
Library Technician	Step 2	25.53	26.30	27.09	27.90
Computer Technician	Step 3	26.75	27.55	28.38	29.23
Exec. Secretary - Plant	Step 4	27.96	28.80	29.66	30.55
Programmer	Step 5	29.20	30.08	30.98	31.91
	Max	30.42	31.33	32.27	33.24
<u>Category VI</u>	Min	26.48	27.27	28.09	28.93
Analyst	Step 2	27.79	28.62	29.48	30.36
Office Supv Sec. School	Step 3	29.10	29.97	30.87	31.80
Tech Dir. Performing Arts	Step 4	30.42	31.33	32.27	33.24
Sr Computer Technician	Step 5	31.72	32.67	33.65	34.66
	Max	33.03	34.02	35.04	36.09
<u>Category VII</u>	Min	28.26	29.11	29.98	30.88
Technical Services Co-ord.	Step 2	29.68	30.58	31.49	32.44
	Step 3	31.12	32.05	33.01	34.00
	Step 4	32.53	33.51	34.52	35.56
	Step 5	33.95	34.97	36.02	37.10
	Max	35.37	36.43	37.52	38.66
<u>Casuals</u>		13.79	14.21	14.63	15.07

8.02 Increments for Permanent Employees

- (a) Each permanent employee will advance to the next step on the salary schedule commencing with the anniversary date of the employee's date of hire in the permanent position (referred to as the service review date).
- (b) Periods of absence without pay in excess of thirty (30) calendar days during a twelve month period shall cause the date for the employee's annual increment to be extended by the length of such absence in excess of 30 continuous calendar days. Periods while on statutory pregnancy/parental/adoption leave shall not be used to extend the date for the annual increment.
- (c) A permanent employee who is temporarily placed in a job in a higher category and who is subsequently permanently promoted to a job in that same category, will have his/her temporary service recognized for one step on the salary schedule of the permanent position provided:
 - (i) the service in the temporary position was a minimum of 12 continuous months; and
 - (ii) there was no break between the temporary and permanent positions.

A new service review date for future increment purposes will be determined based on the start date in the permanent position.

8.03 Relieving Rate

A permanent employee who replaces temporarily in a higher paid category (either through a temporary posting or if requested by the Board) will be placed at the salary in the higher category which represents the next highest amount above the employee's present rate of pay. The next highest amount will not be less than 4% above the employees present rate of pay.

When the employee returns to his/her former position the time served in the higher position will be used for increment purposes in the employee's permanent position.

8.04 Promotion Rate

- a) A permanent employee who is promoted to a job in a higher category within the bargaining unit will be placed on the level of the salary schedule of the higher rated category so that he/she will receive no less an increase in salary than the equivalent of one step in the previous category (provided that it does not exceed the salary range of the category to which he/she has been promoted). Where the employee was at maximum of his/her previous category, the employee will be placed on the level of the salary schedule of the higher rated category so that

he/she will receive no less an increase in salary than four percent (4%). Where the employee has previous permanent experience with the Board in the same position to which he/she has been promoted within six (6) years of the promotion, such experience will be recognized for placement on the salary scale. A new service review date will be determined based on the start date in the new position.

The employee who moves to a job in a lower rated category will be placed at a level on the grid, if any, which most closely recognizes his/her experience level on the other grid.

- b) Where an employee is promoted from a temporary or casual position to a permanent position for which she/he already has previous permanent experience with the Board, the experience will be considered in determining placement on the grid up to Step 3.
- c) Where an employee moves to a job in a lower rated category, he/she will be paid the higher of:
 - i) the grid step that reflects the years of experience in the higher category; or
 - ii) if the employee moves to a lower rated job which he/she held prior to being promoted, he/she will be placed in the same grid step he/she was in prior to the promotion.

8.05 Method of Payment

All employees covered by this Agreement will receive their pay by direct deposit in the bank of their choice.

All employees will be paid bi-weekly

ARTICLE 9 – **GRIEVANCE AND ARBITRATION**

9.01 General

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with as outlined below.

- 9.02 No individual member or members of the Union or the Board may initiate a grievance except through the appropriate party.

9.03 Informal Procedure

It is the mutual desire of the parties hereto that complaints of employees be addressed as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of addressing his/her complaint. Such complaint shall be discussed with his/her immediate supervisor within ten (10) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. Failing settlement within ten (10) days, it shall then be taken up as a grievance in the following manner and sequence:

9.04 Step 1

The Union may make written grievance to the immediate supervisor on the appropriate grievance form indicating the section of the collective agreement alleged to be violated.

The immediate supervisor shall deliver his/her decision in writing within ten (10) days following the day on which the grievance was presented to him/her.

The grievance shall contain:

- i) identification of the article or articles alleged violated;
- ii) a description of the alleged violation;
- iii) the relief sought; and
- iv) the signature of the duly authorized official of OSSTF and the member concerned.

9.05 Step 2

Failing satisfactory settlement at Step 1, the Union may submit the grievance to the Superintendent of Business/Chief Financial Officer (or designate) within ten (10) days who shall render a decision within ten (10) days from the date on which the written grievance was presented to him/her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties.

A group grievance may be filed at Step 2, and a Union or Policy grievance shall be filed at Step 2 within ten (10) days following the circumstances giving rise to the complaint or grievance.

9.06 Step 3

Failing satisfactory settlement at Step 2, the Union may within ten (10) days of receipt of the Step 2 answer submit the grievance to the Manager of Labour Relations who will

convene a meeting with the Board's Grievance Committee. The Committee shall meet with the Union within ten (10) days of receipt of the written request and shall answer the grievance in writing within ten (10) days of the meeting.

9.07 Arbitration

- a) Failing satisfactory settlement at Step 3, of any grievance between the parties, such grievance may be submitted to arbitration provided that such a written request is received within sixty (60) days after the decision under Step 3.
- b) The party referring the grievance to arbitration as provided above shall at the same time indicate the desire for a sole arbitrator or an arbitration board. The other party shall respond in writing within ten (10) days responding to the request for a sole arbitrator and providing the names of three (3) arbitrators for consideration of the other party. If mutual agreement cannot be reached, the following procedure shall apply:
 - i) The party referring the grievance shall give notice to the other party, indicating the name and address of its appointee to the Arbitration Board.
 - ii) Within seven (7) days after the receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board.
 - iii) The two (2) appointees so selected shall, within ten (10) days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the chairperson of the Arbitration Board.
 - iv) If the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment may be made by the Minister of Labour upon request of either party.
- c) The Arbitrator shall mean the Sole Arbitrator or the Arbitration Board, as the case may be. The Arbitrator shall be governed by the following provisions:
 - i) the Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employer affected by it.
 - ii) the Arbitrator shall determine procedure, but shall give full opportunity to all parties to present evidence and make representation.
 - iii) the Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.

- iv) the parties and the Arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance.
 - v) the Arbitrator shall have the power to amend the grievance; modify penalties, including discharge and disciplinary penalties; and take whatever action or make whatever decision considered by the Arbitrator to be just and equitable in the circumstances.
 - vi) the Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.
 - vii) in the case of an Arbitration Board, the decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the chairperson governs.
- d) No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
 - e) Each of the parties hereto will bear the expense of the nominee appointed by it (if applicable) and the parties will share equally the fees and expenses, if any of the arbitrator.

9.08 An employee whose presence is necessary at a hearing at any stage of the grievance process, including grievance and/or arbitration hearings, shall be released from duties in order to attend. The grievor(s) and the Union President or designate shall be paid for regular hours lost under this provision. The Union shall reimburse the Board for the time of all other employees whose presence is required by the Union.

9.09 Time Lines

- a) Time lines may be extended if mutually agreed upon in writing at any stage of the grievance/arbitration proceeding.
- b) "Days" in Article 9 shall mean school days.

9.10 Once the grievance procedure has been exhausted, and prior to referring the matter to arbitration or during arbitration, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance/ arbitration procedure shall continue from the point at which they were frozen.

ARTICLE 10 – **JOBPOSTINGS**

10.01 When a permanent vacancy occurs or a new position is created inside the bargaining unit, the following procedure shall apply:

- a) When a half-time position increases to fulltime, the incumbent shall be offered the position first without requiring a posting. If the incumbent refuses the opportunity to increase to a fulltime position, the position will be deemed to be a fulltime vacancy and the provision of b) and (c) will apply. The halftime incumbent will utilize the provisions of Article 19.01 c) to obtain a position.
- b) Employees with recall/reinstatement rights will be offered the position in accordance with Article 19.02
- c) The position will be posted within 10 working days of becoming vacant, in a suitable location at each work location, for a minimum of six (6) working days. Employees on the seniority list will be able to make written application on the Reply to Posting Form. The resulting vacancies will be posted for a minimum of three (3) working days. Postings that are advertised externally will be posted within all work locations.

10.02 When a temporary vacancy occurs which is for a full school year or is anticipated to exceed 10 months, it will be posted in a suitable location in each work location for a minimum of six (6) working days. Only the original position shall be posted. Upon the completion of the temporary assignment, the employee shall be returned to his/her former position and wage level.

10.03 Any vacancy that becomes available during July/August will be posted during the two week period prior to the start of the school year.

10.04 a) When the Board fills a vacancy or new position, the following factors shall be considered:

- i) knowledge, skill and ability to perform the requirements of the job;
- ii) seniority.

It is understood that where the qualifications referred to in factor (i) above are relatively equal, then the employee with the greatest seniority shall be appointed.

- b) The Board shall evaluate factor (i) and factor (i) shall be considered to include, for the purpose of judging ability, the relevant elements such as skill, experience, knowledge, training and work record with the Board.
- c) The Board shall first determine whether any of the applicants are qualified. If, in the Board's opinion, none of the applicants are qualified, or if there are no applicants able or willing to become qualified within three (3)

months, then the Board will seek applications from outside the bargaining unit and from temporary and casual employees.

- 10.05 a) It is understood that if an applicant is placed in the position on a three (3) month trial period, the position vacated during the trial period shall not be posted.
- b) In the event such employee proves unsatisfactory in the position, or the employee feels unable to perform the duties of the new position during the aforementioned trial period, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority and the filling of the subsequent vacancies, if applicable, will likewise be reversed.
- c) The implementation of this sequence of events may result in the lay-off of an employee in accordance with the provisions of this agreement.
- 10.06 The Board shall have the right to fill any vacancy until the posting procedure provided herein has been complied with and, arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
- 10.07 An employee who is the successful candidate for a job posting need not be considered for another job posting for a period of up to three (3) months from the date of appointment unless the posting represents an increase in Job Category or an opportunity to change geographic regions.
- 10.08 After a position has been posted and if the person selected for that position leaves that position within one (1) calendar month, the position will be re-posted.
- 10.09 Internal applicants for positions will be given written notice via e-mail by the board within one week of advising the successful applicant.
- 10.10 The Board will attempt to maintain a casual list of qualified office, clerical and technical staff. Members on the casual list may be called upon to replace employees absent from work for a period not to exceed three (3) months. Laid off members who have recall rights are to be called and offered this work before others on the casual list.

ARTICLE 11 - **HOURS OF WORK**

- 11.01 For all full-time employees covered under this agreement, the normal hours of work shall be thirty-five (35) hours per week worked in five (5) days of seven (7) hours each, Monday to Friday.
- 11.02 **Lunch Periods**

Employees covered by this Agreement shall be entitled to a minimum unpaid lunch period of one-half (½) hour during which they shall be free from responsibility.

11.03 Rest Periods

Employees shall be entitled to a fifteen (15) minute rest period in each three (3) hour period worked.

ARTICLE 12 - **SENIORITY**

- 12.01 a) Seniority is defined as length of continuous service in the bargaining unit since date of last hire, and shall include service with the Board, including any predecessor Boards, prior to the certification of the bargaining unit. Seniority shall operate on a bargaining unit-wide basis.
- b) Seniority shall include any period of continuous employment without a break during which the employee was classified as a temporary employee but shall not include those periods of replacement as a casual employee.
- c) Any break in continuous employment due to school holidays shall not constitute a break for the purpose of seniority.
- d) Where seniority as defined in a) and b) is equal, ties shall be broken after September 1, 2003 by totalling all periods worked as a temporary employee.
- e) Where seniority is equal, and ties cannot be broken using b), c), or d), placement on the list shall be determined by lot conducted jointly by the parties.
- 12.02 The Employer shall maintain a seniority list showing each employee's name, seniority ranking and job title. By September 1 and April 1 of each year the Employer shall post a copy of an up-to-date seniority list in all work locations with members covered by this Agreement. Two (2) copies will be forwarded to the Union.
- 12.03 Any questions as to the accuracy of the seniority list must be submitted by the Union to the Manager of Human Resources in writing, within sixty (60) working days of the posting of the list.
- 12.04 In compiling the seniority list, all ties shall be broken based on the following criteria in order:
- a) total experience with the Board;
- b) total experience on the same job function with the Board; or
- c) by lot in a manner to be determined by the Employer and the Union.
- 12.05 An employee who is absent from work due to illness, accident, or approved leave of absence shall continue to accumulate seniority during the period of such absence.
- 12.06 Any employee whose employment has been terminated in accordance with the provisions of the seniority and lay-off procedures of this Agreement shall be eligible for

recall for a period of thirty-six (36) months from the effective date of termination and shall maintain relative position on the seniority list for that period of time.

12.07 Seniority and service shall be deemed to have been terminated when an employee:

- a) is discharged for just cause and is not reinstated through the grievance or arbitration procedure;
- b) resigns;
- c) is laid off beyond the period during which the employee was entitled to be recalled; or
- d) fails to return from lay-off in accordance with the provisions in this Agreement.

ARTICLE 13 – **JOB CLASSIFICATION**

13.01 The agreed to OSSTF Job Evaluation System shall be used in the classification of new positions created by the Board and to re-evaluate positions where skills, effort, responsibilities or working conditions have changed.

13.02 The Joint Job Evaluation Committee shall consist of 3 representatives of the Bargaining Unit and 3 representatives of the Board.

13.03 The rules of procedure for the Joint Job Evaluation as agreed by the parties shall be followed when evaluating new positions or re-evaluating positions when significant changes have occurred to the duties.

- 13.04 a) When the Board creates a new position, the Board shall:
- i) provide the Bargaining Unit with the new job description;
 - ii) establish the salary category;
 - iii) advise the Bargaining Unit President of the assigned category; and
 - iv) within one year, refer the job to the Joint Job Evaluation Committee.
- b) When the Board refers a job to the Joint Job Evaluation Committee, the Joint Job Evaluation Committee shall, within three months:
- i) review the job description prepared by the Board and the OSSTF Job Analysis Questionnaire prepared by the employee;
 - ii) interview the employee(s), if necessary;
 - iii) interview the immediate supervisor, if necessary; and
 - iv) evaluate the position.
- 13.05 a) When an existing position has been altered significantly, the employee may submit a written request for a review of the position to the President of the Bargaining Unit with a copy to the Manager of Human Resources who shall refer the matter to the Joint Job Evaluation Committee.

- b) Upon receipt of a request to review a position, the Joint Job Evaluation Committee shall, within three months:
 - i) review the job description prepared by the Board and the changed duties as submitted by the employee;
 - ii) interview the employee, if necessary;
 - iii) interview the immediate supervisor, if necessary; and
 - iv) re-evaluate the position.

13.06 All decisions of the Joint Job Evaluation Committee shall be final and binding on all parties and shall not be the subject of a grievance.

13.07 a) When an evaluation results in a lower salary category being assigned, the employee's salary shall be red-circled until such time as the incumbent's salary meets or exceeds the salary in the lower salary category.

- b) When an evaluation results in a higher salary category being assigned, the new rate shall be retroactive to the time when the position was first filled by the employee or the date of the written request for the review.

13.08 Notwithstanding the above, all job evaluations and re-evaluations shall be in accordance with the *Pay Equity Act* and the Pay Equity Plan posted by the parties.

ARTICLE 14 -OVERTIME

14.01 Any employee who works more than 7 hours per day or 35 hours per week shall be entitled to overtime at the rate of 1 ½ times the regular rate. The rate for any employee who works on a statutory holiday will be based on double time and a half for all hours worked. Overtime work should be avoided if possible. The number of hours or part hours are to be reported to the Board Office and have prior authorization by the appropriate Superintendent, Principal or Manager. Accumulated overtime will be taken as time off at a later date at a time mutually agreeable to the employee and the immediate supervisor based upon one and one-half hours off for each hour of overtime accumulated, or be paid on the basis of one and one-half times the employee's regular rate at the election of the employee.

14.02 Any overtime over thirty-five (35) hours per calendar year for one employee must have prior approval of the Superintendent of Business/Chief Financial Officer or designate.

14.03 Overtime for Part-time Employees

The hours of work for part-time employees shall be set in accordance with the requirements of the Board with overtime applying for any work performed over the normal full-time hours outlined in Article 11.

ARTICLE 15 – **BENEFIT PLANS**

15.01 The Board is not the insurer of the employee benefits. The terms of the carrier's contract shall prevail at all times. In the event that the Board decides to change carriers of the insured benefit plans, the Board agrees to implement the same coverage as described in the master policies. The Board agrees to contribute on the following basis to the various benefits for eligible employees who are enrolled in the Board's Group Benefit plans while an employee is receiving regular salary or paid sick leave from the Board.

Health Care

- a) i) Extended Health Care Plan
 - semi-private 90%
 - prescription generic drug plan,
\$8.00 cap on dispensing fee paid by plan 90%
 - Hearing Aid Benefit Plan 90%

Vision Care \$325

Vision care plan will cover one time payment of \$225 toward cost of corrective laser surgery in lieu of corrective lenses.

- Extended Health Care 90%

- ii) Dental Plan 90%

2007 ODA fee schedule effective January 1, 2009
2008 ODA fee schedule effective January 1, 2010
2009 ODA fee schedule effective January 1, 2011
2010 ODA fee schedule effective January 1, 2012

Level I and II – 9 month recall for members/dependents over 18 years of age

- iii) Life Insurance
 - Group Life and A.D.&D. Insurance (2x's salary) 90%
 - (\$5,000) Spousal & (\$5,000) Dependent Life Insurance 90%

b) Benefits for Temporary Employees

- i) Casual employees who obtain a temporary position will receive a per diem allowance in lieu of benefits commencing three months after the start of the assignment and continuing for the duration of the temporary assignment. The allowance will be added to the daily rate.
- ii) A temporary employee in a temporary position who qualified for the benefit allowance for that assignment (15.01a), and who continues in a different temporary assignment will continue to receive a per diem allowance in lieu of benefits provided there was no break in service exceeding ten (10) school days between the two temporary assignments.
- iii) The per diem allowance will be set each September based on the monthly cost of the extended health and dental benefit premiums of the ESSU employee group as follows: (90 % of monthly premiums for family coverage X 12 months/260 days)

15.02 Long Term Disability

- a) The Board agrees to make a Long Term Disability Plan available to the employees at no cost to the Board. Participation in this LTD Plan will be a condition of employment for all new employees. An employee who has LTD coverage must apply for benefits within the waiting period as defined by the policy.
- b) Employees who have indicated in writing their intention to retire may also request that they be removed from the LTD plan and premiums not be deducted within the length of the plan's waiting period. Once an employee has been removed from LTD coverage, the decision cannot be reversed.

15.03 Optional Life Insurance

The Board agrees to make Optional Life Insurance available to employees to be purchased in units of \$25,000 to a maximum of \$200,000 at no cost to the Board and subject to the provisions of the carrier.

15.04 Enrolment in the Group Life Insurance A.D.&D. Plan is compulsory for all new employees.

15.05 The Board may substitute carriers for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased.

15.06 For newly hired employees, the benefits set out in Article 15.01 shall be effective the date of hire subject to enrolment or other requirements of the Plan.

15.07 Benefits Upon Retirement

Employees retiring may continue in the Board's benefit plans in accordance with the terms of the carrier's contract providing they pay to the Board the monthly premium cost. Life insurance under this provision will be 50% of the face amount of insurance prior to retirement and the rate to be paid by the retiree will be the group rate charged by the carrier. Optional life insurance with the Board will cease at retirement.

15.08 The Board will continue to pay its share of the premiums for benefit plans for employees who are on paid leave of absence or WSIB for a maximum of one (1) year. Those employees on an unpaid leave of absence may continue to participate in benefit plans, at their request, provided they make arrangements to pay 100% of the premium cost and provided the leave is not in excess of twenty-four (24) months.

15.09 Spouses of deceased board employees may remain in the Board's Extended Health Care and Dental Plans for the earlier of:

- i) a period not exceeding two years; or
- ii) the first of the month following the date on which the employee would have attained age 65 if still living.

The spouse is required to remit to the board in advance the full monthly premium cost of the benefits maintained.

15.10 Benefit Plans Disclosure And Review Policy

- i) A four-member Insured Benefit Plans sub-committee consisting of two representatives of the local Union and two representatives of the Board will meet upon the request of either party to review the cost and specifications of existing plans.
- ii) A copy of the Group Master Policy or Policies of the Insured Benefit plan shall be given to the Union.

ARTICLE 16 - REIMBURSEMENT OF COURSE FEES

16.01 The Board will reimburse permanent employees upon the successful completion of approved courses on the following basis:

- a) For approved courses involving improvement of working skills required on the job - 100% of course fee (to a maximum of \$450 in any one school year).
- b) For credit courses leading towards a University Degree or Community College Certificate - 75% of course fee (to a maximum of \$450 in any one school year).

- c) Approval for the reimbursement of course fees must be obtained from the Manager of Human Resources prior to taking the course.

ARTICLE 17 - **PERFORMANCE APPRAISALS**

- 17.01 a) The employee will be given a copy of the appraisal report.
- b) The employee will be given an opportunity to initial the appraisal and to make written comments if he/she so desires.
- c) All employees will have access to all reports filed on them.
- d) A performance appraisal shall be completed every two (2) years, or after one (1) year when an employee changes positions, or when an employee has a new supervisor. However, the employer has the right to do or the employee has the right to request an interim appraisal if the need arises.

ARTICLE 18 - **TRAVEL ALLOWANCES**

- 18.01 All employees travelling on authorized Board business shall be reimbursed at the current Board rate per kilometre.

ARTICLE 19 - **LAY-OFF**

- 19.01 In the event of a reduction in the number of permanent employees or a reduction of greater than 5 hours in the normal weekly hours of work of one or more permanent employees, employees shall be laid off in reverse order of their overall seniority.

An employee who is declared surplus or an employee who has his/her weekly hours reduced by greater than 5 hours or an employee who has been displaced under the provisions of Article 19.01(c) or (d) may:

- a) accept the lay-off and be placed on the recall list, or
- b) accept the reduction in hours at his/her permanent location, or
- c) displace another employee in the same or lower salary category as listed in Article 8.01 and in accordance with the following process, provided that the employee has the knowledge, skill and ability required for the position:
 - i) displace the least senior full-time or part-time employee (as chosen by the surplus employee) in a position for which the surplus employee has the knowledge, skills and ability in the same salary category in the same geographic area; then
 - ii) displace the least senior full-time or part-time employee (as chosen by the surplus employee) in a position for which the surplus employee has the

- knowledge, skills and ability in the same salary category in one of the other geographic areas; or,
- iii) displace the least senior full-time or part-time employee (as chosen by the surplus employee) in a position for which the surplus employee has the knowledge, skills and ability in a lower salary category in the same geographic area; then,
- iv) displace the least senior full-time or part-time employee (as chosen by the surplus employee) in a position for which the surplus employee has the knowledge, skills and ability in a lower salary category in one of the other geographic areas.
- d) For Category I employees only, displace the least senior employee in Category I with equivalent hours. If there is no employee with equivalent hours then displace the least senior employee with less hours in descending order. The Category I employee displaced may then repeat the process until the least senior employee is laid off.
- e) An employee who is unable to displace a junior employee through the process outlined in 19.01(c) or (d) shall be laid off.

19.02 Employees with recall rights under (a) who were laid-off from the same job title as the vacancy or employees with the right to be reinstated under (b) will be offered permanent vacancies in seniority order prior to the job posting process in Article 10.01.

a) Recall

Employees who are laid-off shall have recall rights to available positions for which they are qualified, provided they possess the knowledge, skill and ability required for the position. Recall to available positions shall be offered in seniority order. Recall rights expire 3 years from the date of layoff. Recall will be limited to the same or lesser category from which the employee was laid off. An employee shall have the right to refuse an offer of recall if it is not to the geographic area, and/or it is not of equivalent hours and job category from which they were laid-off. The employee shall not forfeit any rights of recall under this article for such refusal.

b) Reinstatement

Employees who have changed positions under the process in 19.01(c) shall have the right to be reinstated, in seniority order, in their former job classification (i.e. job title) if such becomes available within 3 years from the date of accepting the new position. The employee shall be reinstated at the salary step that would have been attained had there been no change in positions.

19.03 For the purposes of Article 19, the three Geographic Areas are the work locations within the former Espanola, Manitoulin and Sudbury Boards of Education.

19.04 In the event more than one employee is declared surplus, first access to the bumping process in Article 19.01(c) will be on the basis of seniority of the employees in surplus positions.

19.05 The names of those employees on the recall list will be maintained and available to all schools and the Board Office. These employees shall be called upon to replace for relief - e.g. sick leave, and leaves of absence not exceeding three (3) months prior to calling casuals.

19.06 No new employee will be hired until all persons on the recall list have been given an opportunity for recall in accordance with Article 19.02.

19.07 Sudbury Student Services Consortium

(a) No employee shall be required by the Board to transfer to the Sudbury Student Services Consortium.

(b) Should the Sudbury Student Services Consortium assume responsibility for a job classification in this agreement, the employees in that classification will not be required to transfer to the consortium. Any affected employee will remain an employee of Rainbow District School Board and continue at his/her present salary level until the employee attains another position within the Board.

ARTICLE 20 - REPRESENTATION AND COMMITTEES

20.01 EMPLOYEE RELATIONS COMMITTEE

a) A committee consisting of up to four (4) representatives of the bargaining unit and up to four (4) persons appointed by the Superintendent of Business/Chief Financial Officer shall meet at least twice a year to discuss matters of mutual concern. Special meetings may be called for the purpose of discussing matters of urgent concern. Where possible, agenda items will be exchanged in writing at least one (1) week prior to the meeting.

b) The purpose of the committee includes promoting and providing effective and meaningful communication of information.

20.02 The parties shall notify each other of the names of their respective representatives prior to each meeting. The Union's contact will be the President. The Board's contact will be the Manager of Human Resources.

ARTICLE 21 - **SICK LEAVE**

21.01 Cumulative Sick Leave Plan

Each eligible employee shall be entitled to and subject to all provisions and conditions of the following Cumulative Sick Leave Plan:

- a) A sick leave credit system is hereby continued for every eligible employee and subject to the final authority of the Board, the administration of the system shall be vested in Rainbow District School Board. Sick leave is only to be used for illness of the employee or for personal medical appointments that cannot be booked outside of the work day.
- b) Rainbow District School Board shall have power to do and perform all things necessary for the conduct of the sick leave credit system.
- c) Rainbow District School Board shall keep a register or registers in which shall be entered the credits, the accumulated credits and deductions there from.
- d) Each permanent employee shall be entitled to have 100% of the unused portion of his/her annual sick leave of twenty-four (24) days (52 week employees), twenty-two (22) days all others, transferred each year to his/her accumulated sick leave credit. For part-time employees, annual sick leave will be pro-rated.

The maximum credit under this plan shall be 260. Those employees who have accumulated more than 260 days as of September 1, 1999 shall have their accumulation of sick leave credits capped at the higher value. If through usage the number of sick leave credits falls under 260 the maximum accumulation shall subsequently be capped at 260.

- e) Where an employee commences employment after July 1st in any year or where the employee is on sick leave, WSIB or an unpaid leave (other than the statutory period of pregnancy/parental leave), the annual sick leave shall be prorated based on the actual months worked in the year (July 1st to June 30th).
- f) Temporary employees will be entitled to sick leave allowance of two days per month beginning the fourth month and shall accumulate for the duration of the assignment. This provision does not apply to casual employees. Accrued sick leave will carry forward into other temporary assignments.
- g) Temporary employees who are hired to a permanent position shall be credited with the unused portion of their accrued sick leave allowance.
- h) Annual Sick Leave Statement

A statement of unused sick leave will be issued annually to each permanent employee during the month of September, indicating the amount of sick leave as of June 30th the

preceding school year. Errors or omissions, if any, are to be reported in writing to the Manager of Human Resources prior to December 30th of the current school year.

21.02 Absences

- a) Employees absent due to illness on regularly scheduled workdays will be entitled to use sick leave credits in order to receive salary. After his/her annual sick leave has been used in any year, each permanent employee shall receive pay under this plan for absence caused by sickness, physical and/or mental disability up to the amount of his/her accumulated sick leave or to the date of eligibility for LTD whichever is the earlier date.

- b) Absence Due to Compensable Accident

In cases where the absence is due to an accident compensable under the Workplace Safety and *Insurance* Act or covered by any other type of accident insurance, the premiums for which are paid by the Board, the period of absence charged against the sick leave credit shall be pro-rated to reflect the difference between the salary paid by the Board and the amount of WSIB/insurance benefits.

21.03 Minimum Short Term Sick Leave Guarantee

- a) Each employee is guaranteed a paid short-term sick leave for a period of up to 15 weeks from initial date of the illness. Employees who do not have 15 weeks of accumulated sick leave credits under Article 21.01 will be paid at the rate of 66 2/3% of regular salary for the balance of such 15-week period beyond the date on which the sick leave credits expire. Short term sick leave will not be paid where the period of disability is less than 10 consecutive working days.
- b) Employees who have exhausted their sick leave credits and who go on short term sick leave
 - i) four weeks or later, after return to active employment in the cases of a new disability; or
 - ii) twelve weeks or later, after return to active employment in the case of recurrent or previous disability,will receive a salary of 66 2/3% of regular salary for a period of up to 15 weeks of absence from the date the illness began. In the case of a recurrent or previous disability, it is understood that if the employee ultimately qualifies to receive LTD for any part of this 15 week period, that the payment of salary under this paragraph shall be repaid to the Board, since an employee is not entitled to receive sick pay and LTD at the same time.
- c) The provisions in the paragraphs a) and b) above will continue so long as the Board's Employment Insurance premiums continue to be reduced as a result of the Board's participation in the Human Resources Development Canada (HRDC) approved plan. It is understood that if HRDC at any time discontinues the

reduction of premiums to the Board under its plan, that any payment of salary for sick leave, which is not covered by sick leave credits, will no longer apply.

- d) Should an employee be laid off or separated, by reason other than his/her retirement, prior to termination of his/her illness or injury, the payment of his/her weekly indemnity benefits will cease at that time, only if:
 - i) the disability began less than two months before the lay-off or separation, and
 - ii) a notice of lay-off or separation was given prior to the occurrence of the disability.In all other situations, the payment of benefits will continue beyond the date of lay-off or separation until the earliest of:
 - i) the payment of a total of at least 15 weeks of benefit, and
 - ii) the end of the disability.

21.04 Medical Documentation

- a) No sick leave with pay shall be allowed unless a certificate of a qualified medical or dental practitioner is supplied to Human Resources, certifying the inability of the employee to attend to his/her duties for five (5) or more consecutive days of absence due to sickness.
- b) Notwithstanding subparagraph (a), the Board may require an employee to submit the certificate required thereunder for a period of absence of less than five (5) consecutive days. The Board may also require that an employee obtain a second certificate from a different physician and should any costs be personally incurred by the employee, they will be paid by the Board.

21.05 Retirement Gratuity

- a) Eligibility

A retirement gratuity will be paid to an employee who has a minimum of 10 years continuous service with the Board and who:

- i) retires with an immediate TPP or OMERS pension, or
- ii) retires for reasons of disability as certified by a qualified medical practitioner, or
- iii) to an employee's estate in the event of death, either before or after retirement, but before recovering the full benefits of his/her accumulated sick leave credit bank.

- b) Calculation

Fifty percent (50%) of the number of the employee's days of accumulated sick leave at retirement date, multiplied by the employee's per diem salary rate at the time of retirement.

The maximum retirement gratuity shall not exceed six months salary.

- c) All benefits provided under this article shall be paid within one (1) year after retirement, or as arranged to the mutual satisfaction of the employee and the Board.
- d) Only days accumulated in the employ of this Board or transferred from its predecessor Boards will be used in this calculation.

ARTICLE 22 – **NO STRIKE OR LOCKOUT**

22.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given to them in the Ontario Labour Relations Act.

ARTICLE 23 – **PRINTING OF AGREEMENT BOOKLETS**

23.01 Where the parties are agreed to the design and content, the parties shall share equally the cost of printing the Collective Agreement, in sufficient quantity to provide each member of the bargaining unit with a copy.

ARTICLE 24 - **PREGNANCY AND PARENTAL LEAVE**

24.01 Qualifying Employment Period For Pregnancy And Parental Leave

An employee who has been employed by the Board for a minimum period of thirteen (13) weeks will be eligible for pregnancy/parental (adoption) leave as prescribed in the Employment Standards Act. At the request of the employee and with the approval of the Board, pregnancy and parental leave may begin earlier or later than the term prescribed in the Employment Standards Act so as to coincide with the beginning or ending of the school term.

24.02 Pregnancy Leave

Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act provided written notice is given at least two (2) weeks prior to the anticipated start date of the leave. The actual dates of the leave may be altered for medical reasons. The pregnant employee must give the Board a certificate from a legally qualified medical practitioner stating the expected birth date.

The Board shall continue to pay its share of premiums for benefits coverage for the statutory period of pregnancy leave unless the employee elects in writing not to continue the coverage. The employee will accrue service for the purpose of movement on the salary schedule during the statutory period of leave.

24.03 Parental Leave (Including Adoption Leave)

Parental leave will be granted in accordance with the provisions of the Employment Standards *Act*.

The Board shall continue to pay its share of premiums for benefits coverage for the statutory period of parental leave unless the employee elects in writing not to continue the coverage. The employee will accrue service for the purpose of movement on the salary schedule during the statutory period of leave.

24.04 Reinstatement Following Pregnancy/Parental/Adoption Leave

An employee who takes a leave as prescribed under 24.02 or 24.03 will be entitled to return to the position occupied at the time of the leave if it still exists or to a comparable position. An employee returning must give at least 4 weeks written notice of the date of return.

24.05 Extensions To Parental/Adoption Leave

An employee may request an extended parental/adoption leave of up to two (2) years to coincide with the end of a semester or school year. An employee on extended leave beyond the statutory period of leave may continue to participate in the benefit plans provided for in Article 16 of this Agreement by prepayment of the full cost of the relevant benefit premiums. Following the extended leave of absence, the employee will be placed in the same school/workplace subject to the provisions of Article 19.

24.06 Employment Insurance Top-Up Benefits

An employee who commences a pregnancy leave and who qualifies for E.I. pregnancy leave benefits, will be entitled to the following additional benefits effective the date of commencing pregnancy leave or the date the baby is born, whichever is the earlier date:

- a) The Board will pay the employee 95% of salary during the two week EI waiting period.
- b) The board will top-up the EI amount received by the employee to 95% of the employee's salary for the six week period immediately following the EI waiting period.
- c) The employee must provide the Board with verification of the approved EI claim indicating the weekly amount of EI to be paid to the employee. On receipt of this information the Board will process a lump sum payment for the top-up benefits owing to the employee.

- d) The payment of top-up benefits from the Board will be payable to the employee only for those days during the two week waiting period and the six week top-up period which fall on regular work days or during the Christmas or March break (maximum 40 days) and will not be paid during any week the employee is not normally at work in the summer months.
- e) Within one month of the expected date of delivery, the employee shall notify the Board of the employee's intent to access either
 - i) the E.I. top-up benefit outlined above, or
 - ii) the employee's accumulated sick leave credit to a maximum of six (6) weeks from the date of delivery provided the employee has sufficient credits available and has provided medical documentation of disability.

ARTICLE 25 – **LEAVE OF ABSENCE**

The Board will grant leave of absence in the following cases:

25.01 Jury Duty/Subpoena

When a permanent employee is required to be absent because of jury duty, or subpoena, he/she shall be subject to neither loss of pay nor deductions from sick leave credit provided the employee:

- i) notifies the Board immediately on his/her notification that he/she will be required to attend court and provided the employee is not a party to the action;
- ii) presents proof of service requiring his/her attendance.
- iii) and deposits with the Board the full amount of compensation received excluding mileage, travelling and meal allowances.

Temporary employees will be granted leave without pay.

25.02 Bereavement Leave

When a permanent or temporary employee is required to be absent because of the death of a member of his/her immediate family, he/she should be granted up to five (5) consecutive working days in conjunction with the day of the funeral without loss of pay or deductions from sick leave credit. The five days may be split between days required for the funeral and days required for the spring interment or memorial service. Immediate family would include father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, spouse, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and guardian.

When at the discretion of the Principal/Supervisor, an employee other than temporary or casual, is required to be absent because of the death of any other person, he/she should be granted one (1) day without loss of pay or deduction from sick leave credit.

25.03 Conferences or Professional Development

When a permanent employee is required by the Board to be absent for professional purposes, the necessary time will be provided without loss of pay or deduction from sick leave credit. Professional purposes may include conferences or professional development. Such leave must have the prior approval of the Manager of Human Resources. Expenses for attendance at conferences or professional development will be reimbursed in accordance with Board policy.

25.04 Personal Reasons

When permanent employees are required to be absent for personal reasons they shall be granted up to six (6) half-days per school year. The scheduling of these absences must be approved by the Principal/Immediate Supervisor. The purpose of such leave is to attend to personal matters which require the employee's attendance and which cannot be scheduled outside the normal work day. Such days taken individually, or in combination, shall be without loss of pay or deduction from sick leave credit. Personal days can be used in conjunction with bereavement leave as per 25.02 not to exceed the year's allotment. An employee may be granted a leave when requested for family medical concerns under this clause.

25.05 Examinations

For the purpose of writing a final examination of a course toward a university degree or for a higher professional certificate, if the examination is written locally during the day, the full day during which the examination is written will be granted to permanent employees without loss of pay or deduction of sick leave credit. If the examination is not written locally, but is written on a regular work day, two (2) days will be granted, on the same conditions. Where an examination is written on a week-end but not locally, one (1) day will be granted on the same conditions.

25.06 Convocation

For the purpose of attending convocation ceremonies where a degree or diploma is being conferred on a permanent employee or on his/her daughter, stepdaughter, son, stepson, husband, wife, mother or father, one (1) day will be granted if the convocation is held locally during a regular work day. Should the convocation be on a regular work day but not held locally, two (2) days will be granted. If it is held out-of-town on a week-end, one (1) day will be granted. In all cases, the time off will be without loss of pay or deduction from sick leave.

25.07 Quarantine

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

25.08 General Leave

Written requests from permanent employees for general leave for up to one (1) year at a time without pay or benefits will be considered on an individual basis by the Manager of Human Resources. Such requests are to be given as far in advance as possible on the appropriate form and a written reply will be given. For each day of such absence, an amount equivalent to the per diem rate shall be deducted. An extension for a general leave may be considered upon written request to the Manager of Human Resources three (3) months before the leave is scheduled to end. Upon completion of the leave, the employee will be returned to his/her former position if such position exists. If such position does not exist, upon return of the employee from leave, Article 19.01 shall apply.

25.09 Early leaving/late returning to and from holidays will not be granted. However, where unavoidable developments occur in returning, salary will be deducted at the daily rate for each day of absence.

25.10 When an employee has been absent from work on a Leave of Absence, Sick Leave, Workers Safety Insurance Benefits, or L.T.D. for a period exceeding 24 months, his/her position shall be posted on a permanent basis. If this employee were to return to work, Article 20 Lay-Off provision shall be applied.

25.11 Compassionate Leave

An employee shall be granted an unpaid leave of absence for compassionate reasons at the discretion of the Director. Such leave will be for a maximum of four (4) weeks in duration. Benefits will continue during the leave and there will be no reduction in the sick leave allocation for absences covered by this clause.

25.12 Family Medical Leave

An employee shall be granted leave to care for immediate family members as provided in the Employment Standards Act.

ARTICLE 26 - **JOB EXCHANGE PROGRAM**

26.01 The Board will consider position exchanges between two (2) employees in the same job title and category where the immediate supervisors of the employees and the Manager of Human Resources are in agreement.

Employees participating in this program shall assume the hours of the exchange position.

26.02 The exchange may be terminated within three (3) months of the start of the exchange by the Manager of Human Resources at the request of either employee or supervisor. The Manager of Human Resources will notify all parties to the exchange in writing ten (10) working days prior to the termination of the exchange.

ARTICLE 27 – **UNION LEAVE**

27.01 a) The Board shall grant a leave of absence to a member of the Union who has been elected or seconded to serve as an officer of OSSTF at the provincial or local level.

b) Subject to Article 19 – Layoff, at the end of the leave of absence, if the leave is less than 24 months, the member shall return to the same position held by the member immediately prior to the commencement of the leave, if it still exists, or to a comparable position, if it does not.

c) The Union shall reimburse the Board for the full costs of salary and benefits of the member granted a Union Leave under 27.01.

27.02 **Negotiation Leave**

Five (5) members of the Union Negotiating Team shall be released from their regular duties on days when negotiation meetings are held with the Board. The five (5) members of the Union Negotiating Team shall receive their wages, benefits, and experience as if they were actively at work. The Union shall reimburse the Board for the actual cost of the member's replacement

27.03 The Union shall be entitled to up to sixty (60) equivalent days leave per school year, to be taken in blocks of not less than one-half (1/2) days in order to conduct Union business. Leave shall be taken by Union Executive members to a maximum of ten (10) days per school year per member excluding the President and Grievance Officer with the written authorization of the Union President. Such leave shall be scheduled at a time mutually agreeable to the employee and the Manager of Human Resources with a minimum of three (3) days notice. The Union agrees to reimburse the Employer for the actual cost of the replacement used for employees absent on Union Leave.

ARTICLE 28 - **STATUTORY HOLIDAYS**

28.01 All permanent employees covered by this collective agreement who have been employed continuously for at least one (1) month immediately preceding the holiday shall be paid a regular day's pay for each of the following holidays provided that the employee has worked the day immediately preceding and the day immediately following the holiday unless absent due to:

- a) vacation granted by the Board;
- b) the employee's regular scheduled day off; or
- c) a paid leave of absence.

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Family Day

and any day proclaimed a holiday by the authorities of the municipality.

28.02 An employee receiving WSIB for the day of the holiday shall, subject to the provisions of this article, be entitled to the difference between the amount of WSIB and the holiday pay.

- 28.03
- a) Should New Year's Day, Canada Day, Christmas Day or Boxing Day fall on a Saturday or a Sunday, employees shall be granted a day off in lieu thereof.
 - b) In place of Remembrance Day, which is not a school holiday, a day off with pay may be substituted at a time mutually agreeable to both the employee and the Board.

28.04 For part-time employees, the statutory holiday pay will be directly related to the actual number of hours that would have been worked for that day.

ARTICLE 29 –VACATION

29.01 Vacation Period— July 1st to June 30th year following

Permanent employees covered by this Collective Agreement with the following years of service with the Board or its predecessors shall be granted annual vacations with pay based on the length of continuous service since the most recent date of hire according to the following schedule:

- a) 5/6 of a day for each month or major fraction thereof of service as a permanent employee prior to June 30th but not exceeding ten (10) working days.
- b) Total years of continuous service as of June 30th

From 1 -	3 years' service	13 days
	4	15 days
	5	17 days
	6	18 days
	7	19 days
8 -	9	20 days
	10	21 days
	11	22 days
	12	23 days
	13	24 days
	14	25 days
15 -	16	26 days
17 -	18	27 days
19 -	20	28 days
21 -	22	29 days
23 -	24	30 days
25	"and over	31 days

29.02 Years of service for the purpose of vacation entitlement shall exclude all leaves in excess of one (1) month (except the statutory period of pregnancy/parental leave), all periods while on an unpaid sick leave and all periods while laid off with recall rights. The Christmas, March and summer breaks will not constitute a break in service for the purpose of calculating vacation entitlement for employees not regularly scheduled to work during those periods. Vacation will be prorated in any year when service is less than a full year. Continuous service accumulated during the statutory period of pregnancy/parental leave will entitle the employee to vacation days, however, pay for vacation days accumulated will be pro-rated based on time worked during the entitlement year.

29.03 Employees with 25 years of service with the Board will be entitled to either the Winter Break or the Spring Break with full pay for a maximum of five days. The employee will inform Human Resources in writing of his/her intention.

- 29.04 An employee who leaves the employ of the Board for any reason shall be entitled to receive pay for any unpaid vacation pay which has accrued to him/her to the date of separation.
- 29.05 Where a paid holiday falls during the employee's scheduled vacation period, his/her vacation shall be extended by one (1) day unless the employee and the Board agree to schedule a different day off with pay.
- 29.06 For the purpose of calculating vacation pay for part-time employees, pay for a vacation day will be directly related to the number of regularly scheduled hours in the work week divided by five.
- 29.07 a) In arranging vacation schedules, preference will be given according to the requirements of the office or department, and the employee's seniority.
- b) Although employees in most departments will be expected to take vacation when schools are not in operation - winter, summer, and Christmas recesses - consideration will be given to granting vacations at other times of the year if no vacation relief staff is required and the efficiency of the school or department is not affected.
- c) Employees in schools will not normally be granted annual vacations when school is in operation.
- d) Where applicable, two (2) days of regular vacation may be used at the discretion of the employee, subject to the approval of the immediate supervisor with prior notice of two (2) weeks.
- e) All employees other than 52 week employees will receive annually the balance of their unused vacation entitlement up to June 30th as vacation pay effective May 31st. The pay will be calculated and included on the first regular pay in June.
- f) Employees who receive vacation pay in accordance with (e) above are not entitled to schedule any vacation days during May, June or July.
- 29.08 a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced at least two full weeks prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- b) Where the employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization only shall be considered sick leave.
- c) Notwithstanding the above, the period of layoff during the summer months is not considered scheduled vacation and no sick leave can be substituted for the layoff period.

ARTICLE 30 - PENSIONS– Ontario Municipal Employees Retirement System (OMERS)

The Board will enter into an Agreement under the OMERS plan for employees covered under the terms of this Agreement. The above will be administered subject to the rules and regulations established by OMERS and the Pension Act.

- a) Enrolment in OMERS is compulsory for all employees working thirteen (13) hours per week or more, in accordance with OMERS rules, regulations and requirements.
- b) The Board will match the employees' contributions to OMERS.

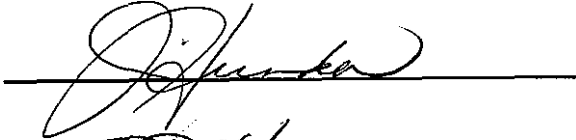
ARTICLE 31 - CRIMINAL BACKGROUND CHECKS

- 31.01 The Board shall ensure that all records and information (including offence declaration and Canadian Police Information Centre (CPIC) record) obtained pursuant to regulation 521/01 of the Education Act or any subsequent regulation or law which contains a criminal record are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Director of Education and or designate(s).
- 31.02 Notwithstanding a legal obligation to release information, the Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law without the permission of the employee except for the purpose of recommending disciplinary action against the member.
- 31.03 The Union may grieve any disciplinary action taken against an employee based on or related to the information that the employee is required to provide to the Board pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law.

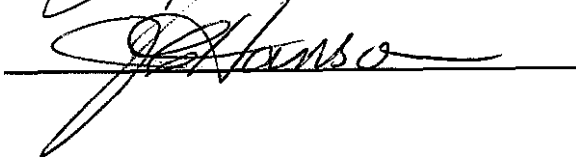
DATED AT SUDBURY THIS 28th DAY OF NOVEMBER, 2008

SIGNED AND AGREED ON BEHALF OF RAINBOW DISTRICT SCHOOL BOARD:

CHAIRPERSON:

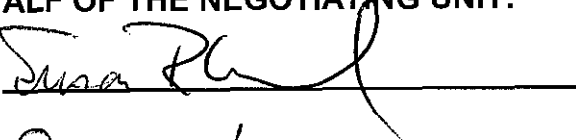
A handwritten signature in cursive script, appearing to read "J. Hunter", written over a horizontal line.

DIRECTOR OF EDUCATION:

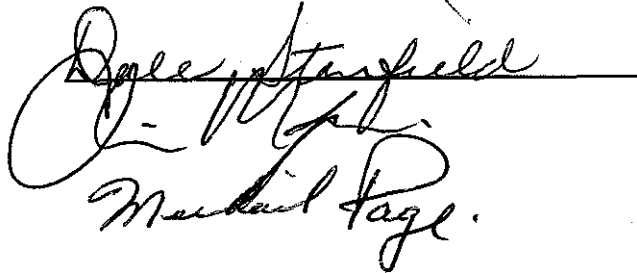
A handwritten signature in cursive script, appearing to read "J. Hanson", written over a horizontal line.

SIGNED AND AGREED ON BEHALF OF THE NEGOTIATING UNIT:

PRESIDENT – E.S.S.U.

A handwritten signature in cursive script, appearing to read "Susan R...", written over a horizontal line.

REPRESENTATIVE

A handwritten signature in cursive script, appearing to read "Doreen Starfield", written over a horizontal line. Below the line, the name "Michael Page" is written in cursive.

Letter of Understanding

Between

RAINBOW DISTRICT SCHOOL BOARD

and

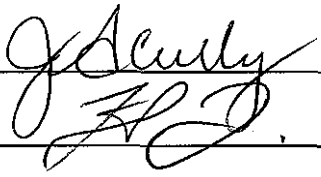
**OSSTF District 3,
Educational Support Staff Unit (ESSU)**

Subject: Professional Development Allocation

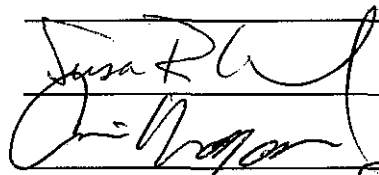
The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be turned over to the bargaining unit no later than December 31, 2008. It will be used by the bargaining unit to support the professional development of bargaining unit members. It is understood that the total turned over to the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education. The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

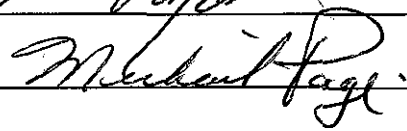
Date at Sudbury, Ontario this 24th day of November, 2008.

For Rainbow District School Board:



For OSSTF District 3, ESSU:





Letter of Understanding

Between

RAINBOW DISTRICT SCHOOL BOARD

and

**OSSTF District 3,
Educational Support Staff Unit (ESSU)**

**Subject: Staffing Funding Enhancement for 2009-10
Office Support Staff (Elementary School Secretary)**

Whereas the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 funding for Office Support Staff in elementary schools through the elementary component of the School Foundation Grant;

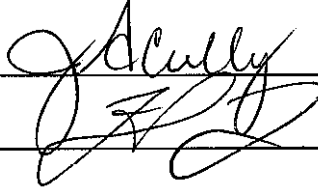
Whereas the Government will require that this funding enhancement be used, in 2009-10, in the manner described below;

Subject to the above, in 2009-10, the Board will apply this funding, up to the value of the Board's share, in the following order:

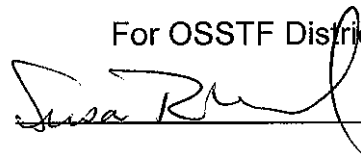
- Offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an elementary secretary working 35 hours/week; and/or hire additional unionized Board-employed Elementary School Office Support Staff in 2009-10.

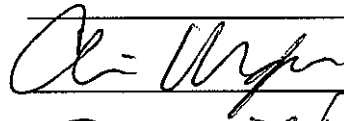
Date at Sudbury, Ontario this 24th day of November, 2008.

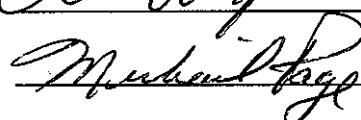
For Rainbow District School Board:



For OSSTF District 3, ESSU:







Letter of Understanding

Between

RAINBOW DISTRICT SCHOOL BOARD

and

**OSSTF District 3,
Educational Support Staff Unit (ESSU)**

Subject: Benefits ImprovementsPDT Agreement

In accordance with the terms of the Provincial Discussion Table (PDT) for the 2008-2012 Collective Agreement, the Rainbow District School Board and OSSTF, ESS Unit agree to apply the Additional Enhancement Monies for the enhancement of benefits to be effective September 1, 2010 as follows:

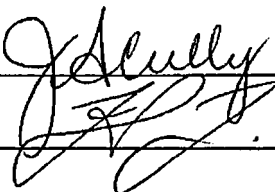
- a) Glasses - \$350
- b) Orthodontics (child only) coverage at 50% reimbursement, \$2,500 lifetime maximum
- c) Crowns/Bridges – coverage at 50% reimbursement with \$2,000 per year maximum

The parties agree that all the monies generated by the PDT for benefits will be spent to improve benefits for this group and to cover the cost of statutory benefits increases (e.g. OMERS, EHT)

The parties agree to meet in the spring of 2009 to review current benefit coverages and determine if the above enhancements can be added effective September 2009 by adjusting other benefit provisions. This may only be done if there is no increase in the total annual benefit premiums for the group over and above the 2008 premiums.

Date at Sudbury, Ontario this 24th day of November, 2008.

For Rainbow District School Board,



For OSSTF, ESS Unit,

