

2003 - 2004

COLLECTIVE AGREEMENT

between

THE ONTARIO SECONDARY SCHOOL  
TEACHERS' FEDERATION  
(hereinafter called "O.S.S.T.F.")

Representing

THE EDUCATIONAL ASSISTANT UNIT  
OF  
DISTRICT 17, O.S.S.T.F.  
(hereinafter called the "E.A.'S")

and

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD  
(hereinafter called the "Board")

September 1, 2003

to

August 31, 2004

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## **ARTICLE 1           GENERAL PURPOSE**

- 1.01 It is the purpose of this Collective Agreement to set forth terms and conditions of employment together with salaries, allowances and related benefits, and to provide a process for the settlement of all matters in dispute between the Union and the Board herein after called the parties.
- 1.02 It is the intent and purpose of the parties to maintain a harmonious relationship between the parties and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.

## **ARTICLE 2           RECOGNITION**

- 2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent authorized to represent and negotiate on behalf of all Educational Assistants employed by the Simcoe Muskoka Catholic District School Board in elementary and secondary schools.
- 2.02 The Union recognizes the Negotiating Table Team of the Board as the official committee authorized to represent the Board and to negotiate on its' behalf for the purposes of this agreement.
- 2.03 The parties of this Collective Agreement recognize the right of each party to have advisors, agents, counsellors, solicitors or any other duly authorized representatives represent them in all matters pertaining to the negotiation and administration of the Collective Agreement.

## **ARTICLE 3           UNION MEMBERSHIP**

- 3.01 All employees shall, as a condition of employment, maintain their Union membership and be required to pay Union dues and other amounts chargeable by the Union or Bargaining Unit.
- 3.02 All future employees of the Board covered by this agreement shall, as a condition of continued employment, become members of the Union on commencing employment with the Board.

## **ARTICLE 4            UNION RIGHTS**

- 4.01 On each pay date on which a member receives a pay cheque the Board shall deduct from each member the Union dues chargeable by the Union and/or Bargaining Unit. The amount shall be determined by the Union in accordance with its constitution and by-laws and made in writing to the Board at least thirty (30) days prior to the expected date of change.
- 4.02 The Union dues deducted in clause 4.01 shall be remitted to the Treasurer of the Ontario Secondary School Teachers' Federation, at the Head Office of the Union and/or Bargaining Unit, no later than the fifteenth day of the month following the month in which the deductions were made. Such remittance shall be accompanied with the following information on each member as follows:
- For the Union:
- a) surname and first name
  - b) social insurance number
  - c) amount of Union dues deducted
  - d) amount of salary or wages on which Union dues were deducted
  - e) the period of work for which dues are submitted
- For the Bargaining Unit
- a) surname and first name
  - b) amount of Union dues deducted
  - c) the period of work for which dues are submitted
- 4.03 The Union and the Bargaining Unit 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 or Bargaining Unit as the case may be.
- 4.04 The Board shall forward to the Union a copy of each new Member's hire letter within thirty (30) days of commencement of employment of the new Member.
- 4.05 The Employer agrees to copy the Union on written correspondence to the members relating to promotion, demotion, transfer, layoff, recall, discipline, on review, suspension or termination of employment for any reason.
- 4.06 All committee members shall be employees of the Board.

#### **Article 4 Union Rights, continued**

- 4.08 The Union shall notify the Board, in writing, of the following:
- a) names of its representatives in the Bargaining Unit on the Executive, Collective Bargaining Committee and Grievance Officer
  - b) address, fax and phone number of its Head Office
  - c) address, fax and phone number of the Bargaining Unit Office
- 4.09 The Union shall be allowed to carry out Union business on the employer's premises at reasonable times and in reasonable locations including, without limiting the generality of the foregoing, membership meetings and conferences between Union representatives and members, in accordance with the Board's policies and procedures.

#### **ARTICLE 5 MANAGEMENT RIGHTS**

- 5.01 Both parties to this agreement recognize that, subject to the qualifications and limitations contained in this Collective Agreement, it is the sole right of the Board to manage its affairs in a fair and reasonable manner consistent with the prevailing statutes and regulations governing employment in the Province of Ontario and the Ontario Education Act.
- 5.02 Both parties recognize that the Board has all the rights and privileges enjoyed by the Roman Catholic Separate Schools as granted under the Constitution Act, 1867, the Ontario Education Act and the Charter of Rights and Freedoms.
- 5.03 Nothing in this Agreement shall be construed to adversely affect the denominational rights or privileges of the Board or of its supporters enjoyed under the Constitution Act 1867, the Ontario Education Act and the Charter of Rights and Freedoms.

#### **ARTICLE 6 DISCIPLINE AND DISCHARGE**

- 6.01 a) No employee shall be disciplined or discharged without just cause.
- b) It is understood that probationary employees are subject to a standard of lesser just cause.

## **Article 6     Discipline and Discharge, continued**

- 6.02 a) The employer shall hold a meeting with the employee in order to discipline or discharge an employee. The employee and the union shall be advised of the scheduling of such meeting on the previous working day. The employee shall be advised of their right to have Union representation at such meeting. Such employee has the right to be accompanied and advised by a Union representative at such meeting.
- b) When an Employee is disciplined, the employee shall be given the reason in the presence of a Union representative. Such employee and the Union shall be advised in writing by the Employer of the reason for such discipline.
- c) If the Union representative is not available for the meeting, such meeting shall be rescheduled to take place the next working day, or as soon as mutually agreed.
- 6.03 The Union representative requested by the member to attend such meeting shall request permission from the Supervisor, to leave the premises to attend the meeting. Such request shall not unreasonably be withheld.
- 6.04 Upon the request of a member, any derogatory notations or disciplinary actions that have been placed in a members' personnel file shall be removed from such file after eighteen (18) months from the time the documents were first put in the file providing such personnel file has been free of any written warning or disciplinary action during the intervening period.

## **ARTICLE 7           NO DISCRIMINATION**

- 7.01 The Board shall not discriminate against, interfere with, restrict or coerce any member because of the member's membership in the Union.

## **ARTICLE 8           PERSONNEL/HR FILE**

- 8.01 There shall be only one personnel/HR file for each member retained by the Board. Such personnel/HR file shall be located in the Human Resources Department of the Board.
- 8.02a) A member shall have access to examine the member's personnel/HR file upon prior arrangement with the Human Resources Department. The member must receive prior approval from the immediate supervisor should the arrangement to view the file be made during working hours. Such approval shall not be

**Article 8 Personnel/HR File, continued**

- 8.02 a) unreasonably withheld.
- b) Upon request a member shall:
- i) have the right to be accompanied by a Union representative. The Board shall be reimbursed by the Union for the replacement cost of the Union representative; and
  - ii) be provided with a copy of material contained in such file.
- 8.03 A member shall have the right to contest in writing a perceived discrepancy of information contained in the member's personnel/HR file and have the same recorded in the Member's file.

**ARTICLE 9 STRIKE AND LOCK OUT**

- 9.01 In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement there shall be no strike and the Board agrees that there shall be no lockout of the Members in this Bargaining Unit. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act and its Regulations.
- 9.02 When other Board employees are on strike or lockout, a member shall carry on their regular duties without assuming any functions or responsibilities that are normally discharged by the Board employees that are on strike or lockout.

**ARTICLE 10 COMMUNICATIONS**

- 10.01 a) The Union shall have access to reasonable space on a bulletin board at their work location for the purpose of communicating information to their members.
- b) It is agreed between the parties that access to the Board's electronic mail system (e-mail) for union business will be restricted to Union Officers.
- c) Access to the Board's e-mail system for purposes of union business (notification of meetings and/or urgent Union business) will not be conducted during working hours. It is understood and agreed by the parties that this privilege will not be abused.
- d) Should the bargaining unit use school fax or photocopy equipment suitable arrangements will be made to cover the cost of supplies used.



**Article 10                    Communications, continued**

- 10.01        e) All correspondence between the parties shall pass between the Board's Associate Superintendent of Human Resources of his/her designate of the Board and the President of the Bargaining Unit unless otherwise stipulated in any provision of this Agreement.

**ARTICLE 11                LABOUR-MANAGEMENT COMMITTEE**

- 11.01 The parties agree that the establishment of a Labour Management Committee provides mutual benefit to both the Union and the Employer in maintaining a sound communicative and co-operative relationship. The committee shall be comprised as follows:
- 11.02 There shall be a Labour-Management Committee consisting of three (3) members appointed by the Employer and three (3) members appointed by the Bargaining Unit.
- 11.03 The committee shall meet semi-annually or as required by the Bargaining Unit Executive or by the Employer to discuss matters of common concern. A meeting shall be held as expeditiously as possible as mutually agreed between the parties, but not later than fifteen (15) days after receipt of a request by either party, or as otherwise mutually agreed.
- 11.04 Meetings of the Committee shall take place during normal working hours and shall be considered time worked for the Bargaining Unit members of the Committee.

**ARTICLE 12                COLLECTIVE AGREEMENT**

- 12.01 (a) The Board will supply all present employees with a copy of the agreement within thirty (30) days of signing the final agreement.  
(b) The Board will provide each new employee with a copy of the agreement included with their information package sent at the time of hire.
- 12.02 (a) The cost of printing 300 Collective Agreements shall be shared equally by the Board and the Bargaining Unit.  
b) Notwithstanding 12.02 a), the Board shall supply **fifty (50)** copies to the Bargaining Unit President at no charge.

## ARTICLE 13            GRIEVANCE AND ARBITRATION

- 13.01 (a) A “grievance” shall be defined as any difference arising from the interpretation, application, administration, or alleged violation of this agreement.
- (b) A “party” shall be defined as either the Bargaining Unit or the Employer.
- (c) “Days” shall mean regular work days unless otherwise indicated.
- (d) A grievance shall include:
- (i) a description of how the alleged dispute is in violation of the Collective Agreement; and
  - (ii) a description of when the alleged violation took place; and
  - (iii) the clauses in the Collective Agreement alleged to be violated; and
  - (iv) the relief sought (remedy); and
  - (v) the signature of the duly authorized official of the Bargaining Unit
- 13.02 A member, with the concurrence of the Bargaining Unit, may initiate a complaint within five (5) days after the member or Bargaining Unit becomes aware of the circumstances, or could reasonably be expected to become aware of the circumstances giving rise to the grievance, with the Principal, who shall answer the complaint within five (5) days after receipt of the complaint.

### 13.03 Grievance Procedure-Individual

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

#### Step 1

If the reply of the immediate supervisor to the complaint as cited in 13.02, is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance through the Associate Superintendent of Human Resources to the appropriate Board representative, who shall meet with the Bargaining Unit within ten (10) days. The Board representative shall answer the grievance to the Bargaining Unit, in writing within five (5) days of such meeting.

#### Step 2

If the reply as issued at Step 1 is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education or designate who shall meet with the Bargaining Unit within ten (10) days of receipt of the grievance. The Director of Education or designate shall answer the grievance to the Bargaining Unit, in writing, within five (5) days of such meeting.

## **Article 13 Grievance and Arbitration, continued**

### 13.03 Step 3

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

### 13.04 Grievance Procedure - Policy or Party

In the case of all other grievances by a party or of a policy, (including those on behalf of a group of members, an individual member, a retired or deceased member, when it pertains to language that was in the Collective Agreement in effect at the time of their employment), the party making the grievance may take the following steps in sequence to resolve the matter.

#### Step 1

The party filing the grievance may make a written grievance to the Director of Education or designate, or President of the Bargaining Unit, as the case may be, who shall answer the grievance in writing within five (5) days.

#### Step 2

If the reply of the President of the Bargaining Unit or the Director of Education or designate, as the case may be, is not acceptable to the party making the grievance, that party may then apply to arbitration within twenty (20) days of the receipt of the reply.

### 13.05 Grievance Mediation

At any stage in the grievance procedure, 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. If there are any costs related to mediation they shall be shared equally between the parties.

The time lines outlined 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 indicating that the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were frozen.

### 13.06 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected,

### **Article 13 Grievance and Arbitration, continued**

13.06 they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.

The parties may agree in writing to submit the grievance to a mutually agreed upon single arbitrator rather than to an arbitration board.

A grievance may be submitted to expedited arbitration in accordance with the Ontario Labour Relations Act, by notifying the other party in writing.

13.07 The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.

13.08 No person shall be appointed as an Arbitrator or member of a Board of Arbitration who has been involved in the negotiation of this Collective Agreement or in attempts to settle the grievance.

13.09 The fees for a single Arbitrator, or a Chairperson or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

13.10 Time restrictions may be extended if mutually agreed in writing. Extensions shall not be unreasonably denied.

13.11 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this agreement.

13.12 Should the investigation or processing of a grievance require that an involved member or Bargaining Unit representative be released from regular duties, the member shall be released without loss of salary or benefits.

13.13 In the event that there is disciplinary action that results in termination of or loss of pay for a member, Article 13.02 shall be waived and the Bargaining Unit shall initiate a grievance directly at Step Two of Article 13.03 or 13.04 as the case may be.

## **ARTICLE 14 LEAVES OF ABSENCE**

The following leaves shall be granted without loss of salary or deduction from sick leave. The employee shall notify their Principal of such leave.

### **A. Bereavement Leave**

- .01 Up to five (5) consecutive working days due to the death of a spouse, parent, child, grandchild, sibling or immediate in-laws
- .02 One (1) day to attend the funeral of a relative or friend not covered in .01
- .03 The member may be granted additional days for compassionate reasons at the discretion of the Principal to whom the member reports.

### **B. Miscellaneous Leave**

Application for the following leaves shall be through the Principal to whom the employee reports:

- .01 Up to two (2) days per the Board's academic school year to write a post secondary examination.
- .02 One (1) day per the Board's academic school year to attend the member's graduation.

The following leaves shall be granted with pay and with deduction from sick leave:

- .03 A total of three (3) days per calendar year in the event of a serious illness of a child, spouse, parent, sibling or immediate in-laws.
- .04 One day per calendar year when the member attends the day-time post-secondary graduation of the member's spouse, child step-child or grand-child.

### **14.02 Discretionary/Compassionate Leaves**

- a) The appropriate Supervisor may extend any of the leaves granted in Article 14A and B without loss of pay or deduction of sick days
- b) Occasions other than those listed in 14A and B above may be granted by the Supervisor for discretionary purposes without pay and without deduction from sick leave
- c) A special or compassionate leave may be granted without loss of pay, but deduction from sick days upon approval of the Supervisor

14.03 For the purposes of Article 14B b) and c) and 14.02 c) above, it is understood that at least ten (10) days per year for (10) month employees and twelve (12) days per year for twelve (12) month employees must be reserved for the employee's own sickness and disability. The parties agree that this change is being made to ensure compliance with E.I. provisions for purposes of premium reduction.

## **ARTICLE 15      PERSONAL LEAVE OF ABSENCE**

- 15.01 The Board may grant a leave of absence from employment in writing to employees for periods up to twelve (12) consecutive months without pay and without loss of seniority. Any request for leave of absence shall be in writing and such request shall specify a start and an end date, which can only be changed by mutual agreement.
- 15.02 Before commencing a leave of absence, a member may continue employee benefit coverage under Article 47, Benefits, during the period of the leave by paying the full cost, unless otherwise stated in this agreement. The employee and the employer shall arrange a monthly payment process to cover such benefit cost.
- 15.03 A one time extension of up to twelve (12) consecutive months may be granted to the member with approval of the Board upon written request of the member received by the Board not less than four (4) weeks prior to the end of the original leave. Such approval shall not be unreasonably withheld.
- 15.04 Subject to Article 43, Layoff and Recall, at the end of the period of the leave of absence, or its extension, the member shall return to the same position/location held by the member immediately prior to the commencement of the leave of absence, if it still exists, or to a comparable position, if it does not.

## **ARTICLE 16      UNION LEAVE**

The Employer shall grant a leave of absence for Union representatives in accordance with the terms and conditions of this Article.

- 16.01 Union leave, without loss of pay and benefits shall be granted to representatives of the Union for the purpose of carrying out Union business.
- 16.02 a) Union leave shall be granted to elected or appointed representatives of the Union for the purpose of carrying out Union business (e.g. Conferences and Union functions) to a maximum of forty (40) days total for the Bargaining Unit per work year.
- b) The Union shall reimburse the Employer for replacement cost for members granted leave under this clause.
- c) Notification of such leave shall be provided by the Bargaining Unit President to the employee's Principal prior to the leave with a copy to the Human Resources Department.
- 16.03 a) Up to five (5) members of the Educational Assistant Collective Bargaining Committee shall be granted a leave of absence to attend negotiation meetings with the Employer.

**Article 16                      Union Leave, continued**

- 16.03 b) The Union shall reimburse the Employer for replacement cost for members granted leave under this clause.
- c) Notification of such leave shall be provided, in writing, to the employees' supervisor by the President.
- 16.04 a) Leave shall be granted to those members representing the Union for the purpose of participating or attending joint Board/Union meetings as approved by the Board, other than negotiations.
- b) There shall be no reimbursement of salary for members attending such meetings under this article.
- 16.05 a) i) Leave shall be granted, if requested, for either full time, or part time, for the term of office, to a member elected or appointed to a position of the Provincial OSSTF.
- ii) The Employer shall be reimbursed for the salary and benefits of a member granted leave under this article.
- b) i) Leave shall be granted, if requested for either full time, or part time for the term of office to a member elected or appointed to a position of President of the Local Bargaining Unit
- ii) If the President is not otherwise released as stated in 16.05 b)i) leave shall be granted, if requested, to the member holding the office of President for twenty-four (24) days per year to carry out union business for the bargaining unit
- iii) The Employer shall be reimbursed at replacement cost for the member taking this leave under this article
- c) At the end of the period of leave of absence the member shall return to the same position/location held by the member prior to the commencement of the leave, if it still exists, or a comparable position if it does not, subject to Article 43, Layoff and Recall
- d) Notification of such leave request shall be forwarded to the Board and the employee's supervisor.
- 16.06 Leaves granted under 16.02, 16.03, 16.04, and 16.05 above, shall be in addition to the number of days granted in clause 16.01 above.

**ARTICLE 17                      LEAVES GENERAL**

- 17.01 An employee shall be paid regular salary when required to be absent from work by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which they are not a party, or one of the persons charged. Fees received shall be turned over to the Board, exclusive of travelling allowances and living expenses.

## **Article 17 Leaves General, continued**

17.02 An Employee shall be paid regular salary and there shall be no deduction from sick leave should a member be required to be absent from work because he/she is prevented by the order of the medical health authorities from attending to his or her duties on Board premises.

17.03 a) An Employee may be granted an unpaid educational leave for up to one full year for purposes of attending full-time studies at an accredited educational institution.

b) Application for Educational Leave shall be done through the Director of Education or designate.

c) An employee granted an educational leave shall be given the opportunity to continue participation in the benefit plans held prior to the leave, provided the employee pays the monthly costs of the premium for the leave period, as arranged between the employee and the Board.

d) Upon return from the leave the employee shall be placed in the position/work location held prior to the commencement of the leave if it is still available, or if it is not, shall follow the Layoff and Recall procedures as outlined in this Collective Agreement.

## **ARTICLE 18 PATERNITY LEAVE**

18.01 An employee shall be granted a leave of absence of two (2) days, without deduction of salary, for the birth or adoption of a child. Such days shall be taken within the first two weeks of birth or adoption.

18.02 It is understood that leave of absence under Article 18.01 will not be granted to the member who is also taking leave under Article 19 Statutory Pregnancy Leave or Article 20.01 b), 20.01 c) and 20.02 b).

## **ARTICLE 19 STATUTORY PREGNANCY LEAVE**

19.01 Maternity leaves shall be in accordance with the Employment Standards Act.

19.02 Upon application in writing a pregnant employee who started employment with the Board at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay in accordance with the Employment Standards Act.



## **Article 19 Statutory Pregnancy Leave, continued**

- 19.03 The Board shall not terminate the employment of or lay off any Member who is entitled to a leave of absence under this Article.
- 19.04 (a) A member may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.  
(b) The Member shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.
- 19.05 (a) A Member who suffers a pregnancy related illness prior to the period of statutory leave and who furnishes the Board with a certificate from a legally qualified medical practitioner shall qualify for sick leave during the illness. The Member will not be required to use pregnancy leave unless the Member so elects.  
(b) In the case of a Member who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the Member expected to give birth, clause 19.04 will not apply. The procedure will be as indicated in clause 19.06 which follows.
- 19.06 Within two (2) weeks of stopping work a Member described in clause 19.05(b), above must give the Board:  
(a) written notice of the date the pregnancy leave began or is to begin; and  
(b) a certificate from a legally qualified medical practitioner stating that:  
(i) in the case of a Member who elects to stop working because of complications caused by the pregnancy, states the Member is unable to perform the Member's duties because of complications caused by the pregnancy and states the expected birth date, or  
(ii) in any other case, states the date of birth, still-birth or miscarriage and the date the member was expected to give birth
- 19.07 The pregnancy leave ends:  
(a) the later of - six (6) weeks after birth, still-birth or miscarriage - seventeen (17) weeks after the leave began or;  
(b) at an earlier date if the member gives the Board at least four (4) weeks written notice of the date
- 19.08 A member who intends to resume employment on the expiration of the statutory leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the member to the position/location the member most recently held with the Board, if it still exists, or to a comparable position if it does not. Seniority shall continue to accrue during a pregnancy leave.

## **Article 19 Statutory Pregnancy Leave, continued**

- 19.08 Reinstatement from pregnancy leave under this article shall be without loss of seniority or benefits.
- 19.09 The employee may continue participation in group insurance plans provided they prepay their regular share of the premiums for the leave period and provided the group insurance plan allows continuance of such coverage. During the Pregnancy leave, the Board shall continue to make the Board's contribution for the benefit plans outlined in the Employment Standards Act unless the employee provides written notice that the employee does not intend to pay the employee's contribution, if any.

## **ARTICLE 20 STATUTORY PARENTAL LEAVE**

- 20.01 As per the Employment Standards Act, for the purpose of this article, parents shall be defined as one of the following:
- (a) natural father or mother
  - (b) adoptive father or mother
  - (c) any person in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- 20.02 Upon application in writing, a member who has been employed by the Board for at least 13 weeks and who is a parent of a child is entitled to a leave of absence without pay following:
- (a) the birth of the child; or
  - (b) the coming of the child into custody, care and control of a parent for the first time
- 20.03 The Board shall not terminate the employment of or lay off any member who is entitled to a leave of absence under this article.
- 20.04 The Parental Leave of a member who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.
- 20.05 For persons not covered under clause 20.04, Parental Leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- 20.06 The Member must give the Board at least two (2) weeks written notice of the date the leave is to begin.

**Article 20 Statutory Parental Leave, continued**

- 20.07 If a member wishes to change the date when a Parental Leave is scheduled to begin the member must give written notice:
- (a) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or
  - (b) two (2) weeks before the leave was to start if the leave is to begin later than indicated
- 20.08 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.
- 20.09 The Parental Leave ends:
- (a) thirty-five (35) weeks after it begins if pregnancy leave is taken, thirty-seven (37) weeks after it begins if no pregnancy leave is taken; or
  - (b) at an earlier date if the member gives the Board at least four (4) weeks written notice before the earlier date; or
  - (c) to a later date if the member gives the Board at least four (4) weeks written notice before the date the leave was to end
- 20.10 A member who intends to resume employment on the expiration of a statutory Parental Leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the position/location held by the member prior to the commencement of the leave, if it still exists, or to a comparable position if it does not, subject to Article 43, Layoff and Recall.

Reinstatement from Parental Leave under this Article shall be without loss of seniority or benefits. Seniority continues to accrue during Parental Leave.

- 20.11 The employee may continue participation in group insurance plans provided they pay, per mutually agreed payment schedule, their regular share of the premiums for the leave period up to a maximum of thirty-five (35) or thirty-seven (37) weeks as outlined in 20.09, and provided the group insurance plan allows continuance of such coverage. During the Parental Leave, the Board shall continue to make the Board's contributions for the benefit plans unless the employee does not intend to pay the employee's contribution, if any.

**ARTICLE 21 E.I. SEB Plan**

- 21.01 The Board will provide a weekly benefit payable for eight (8) weeks following the birth/adoption of a child. The first two (2) weeks will cover the waiting period and will be paid at 100% of the members' normal weekly earnings provided the member complies with the conditions in the SEB Plan and a loss of earnings has occurred.

Article 21 E.I. SEB Plan, continued

21.01 For the following six (6) weeks, the Board will top-up the E.I. benefits to 100% of the member's gross earnings based on a per diem rate. There will be no deduction from the sick leave accrual.

**ARTICLE 22 EXTENDED PREGNANCY/PARENTAL LEAVE**

22.01 The Board shall grant an extension to the parental or pregnancy leave as provided in Article 19 and Article 20 in accordance with the terms and conditions outlined in this Article.

22.02 The Member shall provide a written request to the Board at least four (4) weeks prior to the scheduled end of the leave, as outlined above, indicating the start and end dates of the extended leave.

22.03 The extended leave shall not exceed one (1) year.

22.04 The employee may continue participation in group insurance plans provided they pay the full premium coverage of the premiums for the leave period up to a maximum of one (1) year and provided the group insurance plan allows continuance of such coverage.

22.05 A member who intends to resume employment on the expiration of an extended leave under this Article shall so advise the Board and on return to work the Board shall reinstate the Member, subject to Article 43, Layoff and Recall, to the position/location the Member most recently held with the Board, if it still exists, or to a comparable position, if it does not.

22.06 A Member who intends to resume employment earlier than the originally scheduled date of return, under this Article, shall advise the Board four (4) weeks prior to the newly requested date of return.

**ARTICLE 23 W.S.I.B./LTD ABSENCES**

23.01 (a) A member who is absent from work and is claiming Workers Safety Insurance Board or Long Term Disability (LTD) benefits shall retain the position held by the member immediately prior to the absence up to a maximum of twenty-four (24) months.

(b) At the end of the twenty-four (24) month period the member's position shall be declared vacant and posted in accordance with Article 29, Position Staffing.

(c) A member who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article 43, Layoff and Recall.

23.02 The Board agrees to maintain a Back on Board program.

**ARTICLE 24 W.S.I.B. SUPPLEMENT**

- 24.01a) A member who is receiving compensation under the Workers Safety Insurance Board as a result of a claim directly related to the Board shall be entitled to have the partial payment under the Workers Safety Insurance Board supplemented by the Board to provide payment for full earnings. The supplement paid to such member shall be divided by the member's daily rate of pay to determine the number of days absent with pay and the same number of days shall be deducted from the member's Sick Leave Account in accordance with Article 26.
- b) If the member does not wish to have the payment under the Workers Safety Insurance Board supplemented as provided by the Article, the Member must give written notice to the Associate Superintendent of Human Resources within thirty (30) days after receiving notice that the Workers Safety Insurance claim has been approved.
- 24.02 In the event that WSIB benefit payments become subject to income tax or any other legislated change, the Board will comply with the legislated changes.
- 24.03 In the event that a member continues to be absent from work and to receive WSIB benefits, and the accumulated sick leave credits are exhausted, the Board will advise the member of this occurrence and will continue to pay the member such funds as are received from WSIB.

**ARTICLE 25 DEFERRED SALARY LEAVE PLAN**

- 25.01 The Deferred Salary Leave Plan allows employees the opportunity of taking a one (1) year paid Leave of Absence with pay by spreading four (4) years salary payments over a five (5) year period.
- 25.02 A member who has completed at least three (3) years of continuous service as a permanent employee with the Board may apply for such leave.
- 25.03 A member shall apply, in writing, to the Director of Education on or before December 31, requesting such leave to begin the following September 1st. Participation in the plan shall not unreasonably be withheld. Written acceptance or denial of the member's request, with explanation shall be forwarded to the member by April 1st in the school year the original request is made.
- 25.04 All members participating in the Plan must sign a form of agreement approved by the Union and the Board which outlines the conditions of the leave.

## **Article 25 Deferred Salary Leave Plan, continued**

- 25.05 The payment of the salary, benefits and timing of the one (1) year Leave of Absence shall be as follows:
- a) During the first four (4) years of the Plan, a member will be paid eighty percent (80%) of the annual salary. The remaining twenty percent (20%) will be accumulated and this plus any interest earned shall be retained by the Board to fund the year of leave.
  - b) The salary that is held back, shall be held in trust in an account at the Board's Bank and shall accumulate interest at the prevailing rate and time schedule extended to the Board by its Bank.
  - c) During the period of leave, the Board shall pay to the member, the amount of salary held back. The method of payment during the period of leave shall be as per current pay schedule.
    - i) The interest earned shall be paid to the member in the taxation year that it is earned as outlined in the agreement.
    - ii) The Board shall make the appropriate deductions, including pension plan contributions subject to the regulations of the pension plan, from the payment(s) made to the member.
- 25.06
- a) The member's benefits will be maintained by the Board during the initial four (4) years of the Plan in accordance with Article 47, Benefits, as if the member was being paid one hundred percent (100%) of their annual salary.
  - b) During the actual year of Absence the Board will maintain the member's benefits but only where the member so desires and at full cost to the member.
- 25.07 The plan in this Article is subject to any Revenue Canada regulations or rulings. The President of the Bargaining Unit shall be notified of such regulations and rulings.
- 25.08 If the member ceases to be employed by the Board, withdraws from the agreement of paid leave, or dies prior to taking the leave of absence, the Board shall pay to the member or the member's estate, as the case may be, the full amount of the salary held back together with the accrued interest as soon as possible but no longer than three (3) months from the time of withdrawal or death whichever is applicable.
- 25.09
- a) The member shall return to their original position/location held by the member prior to the commencement of the leave, if it still exists, or to a comparable position if it does not, subject to Article 43, Layoff and Recall.
  - b) Sick Leave Credits will not accumulate during the year spent on Leave, but will be reinstated on return.
  - c) There shall be no break in seniority or service because of the leave.

**ARTICLE 26        SICK LEAVE**

- 26.01 The Board shall maintain a cumulative sick leave plan in accordance with the conditions set out in this Article.
- 26.02 The Employer shall maintain a sick leave plan for every permanent/probationary employee who is a member of the Bargaining Unit.
- 26.03 The Employer shall maintain a record of each permanent/probationary employee's credited and accumulated sick leave and shall inform the employee in writing by September 30th of each year as to the crediting and accumulation of the employee's sick leave as of August 31st of the current calendar year.
- 26.04 Each permanent/probationary employee shall be credited with two (2) days sick leave per working month, up to a maximum of twenty-four (24) days per year for a twelve (12) month employee. Sick days granted and accumulated under this article will be prorated in accordance with the percentage of the work day and/or work year worked by the employee. The unused balance of the sick leave shall be accumulated to the employee's sick leave account.
- 26.05 Employees shall be entitled to accumulate sick leave days to their account to a total of two hundred and sixty (260) days for a twelve month employee and two hundred (200) for a ten month employee.
- 26.06 Except as provided elsewhere in this agreement, a member will not receive any sick leave credits for the period of any leave of absence without pay. The member will, however, retain their accumulated sick leave credits, if any, existing at the time of such leave.
- 26.07 Except as provided elsewhere in this agreement, no salary shall be paid to any employee during an absence from employment where there are no credits in the employee's sick leave account.
- 26.08 To qualify for sick leave, a member who is absent from duty for a period exceeding five (5) consecutive days may be required to produce a medical certificate of illness from a qualified medical or dental practitioner, when requested to do so by the Board.
- 26.09 The number of days of sick leave credit in a member's sick leave account existing immediately prior to signing this agreement shall be transferred and credited to the member's sick leave account under this article.
- 26.10 Accumulated Sick Leave Credits are not cashable or transferable to other benefits at the end of employment with the Board.

**ARTICLE 27      E.I. REBATE**

27.01 The Board shall continue to pay the Employment Insurance rebate to employees.

**ARTICLE 28      PERSONS \ POSITIONS OUTSIDE THE BARGAINING UNIT**

28.01 Where a member of the Bargaining Unit successfully applies for a temporary vacant position within the Board but outside of the Bargaining Unit, the Employer shall notify the Union of the Employee's name and the date that the Employee will commence duties in the new position.

28.02 A member of the Bargaining Unit who accepts a temporary/term position, with the Employer, for a maximum period of one (1) year, shall have the right of return to their former position within the Bargaining Unit. Such member shall continue to accumulate seniority during such period.

28.03 In the event a member of the Bargaining Unit accepts a temporary position outside of the Bargaining Unit, but within the Board, all terms and conditions of the temporary position shall apply to the member. The member will be required to continue to pay Bargaining Unit/Union Dues during the term of the temporary position.

28.04 Where a member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, they shall not have a right of return to a Bargaining Unit position.

**ARTICLE 29      POSITION STAFFING**

When an Educational Assistant position becomes available it will be staffed according to the following:

Temporary Vacancy

1. A temporary vacancy of less than four (4) months will be filled by a qualified applicant from the Applicant Hire Pool, who shall be deemed a temporary employee.
2. A temporary vacancy of four (4) months or more will be staffed in the following order:
  - a) offered to a member on the Recall list,
  - b) if there is no member on Recall list who accepts the position, offered to a member with a current Transfer Request on file,
  - c) a part time or full time temporary vacancy in a school shall be offered, in order of seniority, to a part time employee working within the same work location.



## **Article 29 Position Staffing, continued**

2. d) if there is no member with a current Transfer Request on file, filled by a qualified applicant from the Applicant Hire Pool.
3. If the position is filled at b) above the position the Transferring member vacates will be filled by a qualified applicant from the Applicant Hire Pool.

### Permanent Vacancy occurring during the months of June and September

1. A permanent vacancy which occurs during the months of June and September will be staffed in the following order:
  - a) offered to a member on the Recall list,
  - b) if there is no member on the Recall list who accepts the position, offered to a member with a current Transfer Request on file,
  - c) if there is no member with a current Transfer Request on file, the permanent position will be posted for a minimum of five (5) working days in all schools covered by this agreement, and will be available through the Board's website,
  - d) if there are no qualified permanent/probationary applicants after following the above steps in order, the position will be offered to a qualified applicant from the Applicant Hire Pool.

### Permanent Vacancy occurring from October through May, inclusive

1. A permanent vacancy which occurs from October through May will be staffed in the following order:
  - a) offered to a member on the Recall list,
  - b) if there is no member on the Recall list who accepts the position, offered to a member with a current Transfer Request on file,
  - c) a part time or full time permanent vacancy in a school shall be offered, in order of seniority, to a part time permanent employee working within the same work location.
  - d) if there is no member with a current Transfer Request on file, filled by a qualified applicant from the Applicant Hire Pool filled on a temporary basis until the end of the school year.
2. If the position is filled at b) above the position the Transferring member vacates will be filled by a qualified applicant from the Applicant Hire Pool as a temporary assignment until the end of the school year at which time it will fall under Permanent Vacancy occurring during the months of June or September, as outlined above.

## **Article 29   Positing Staffing**

- 29.02 Should permanent positions be created during July and August, they will follow the procedure as outlined under Permanent Vacancy occurring during the months of June or September, above and in the event of a posting they will be mailed directly to the member's homes.
- 29.03 Postings will include the following information: position title, a summarized description of the duties and responsibilities, the qualification requirements, salary range, expected start date, location of position, hours of work, closing date for acceptance of applications, where applications are to be sent.
- 29.04 Employees, who are members of the Bargaining Unit, and have applied for a vacancy, shall be given first consideration, prior to candidate's external to the Bargaining Unit, for posted vacancies.
- 29.05 In filling vacancies under this agreement, the Board shall base its decision on the applicant's qualifications and skills to perform the duties of the position. Qualifications being equal, seniority shall be the deciding factor.
- 29.06 Within five (5) working days of the date of appointment of the successful candidate to the position, the Employer shall notify the unsuccessful candidates of the final selection and acceptance by a successful candidate, with a copy to the Bargaining Unit President reflecting those candidates who are members of the Bargaining Unit.
- 29.07 The unsuccessful candidates shall be given the opportunity to have a debriefing which shall be scheduled within ten (10) days of the decision being made.
- 29.08 Employees shall normally be placed in the same work location for the following school year unless there is a reduction in staff, at which time the Layoff and Recall Procedure shall be followed.
- 29.09 The staffing procedure shall be completed by June 15th each year, for the following school year. Employees shall be notified, in writing by June 20th, of their placement for the following school year.
- 29.10 The Bargaining Unit President shall be notified of the details of the vacancies under this article.

## **ARTICLE 30      TRANSFER REQUESTS**

30.01 This article shall apply to employees who have completed the 5 month probationary period.

30.02 A request for transfer to a position within the Bargaining Unit, for which the member possesses the required skills and qualifications, shall be considered in the manner as follows:

a) The Human Resources Department will accept a transfer form (available on the Board website or from the Human Resources Department) from a member between January 1<sup>st</sup> and May 15<sup>th</sup> each year. Submitted application forms for transfer will become active on May 16<sup>th</sup> and shall be kept on file and considered active until May 15<sup>th</sup> of the following calendar year.

Note: for the purposes of this Collective Agreement **only**, transfer requests shall be accepted from date of ratification until December 15, 2003 and will become active on December 16, 2003 through May 15, 2004.

(b) The form shall include the following information:

- (i) the present work location for the employee
- (ii) the location to which the member would like to transfer
- (iii) Full or part time status requested

(c) If the most senior member refuses the offer of transfer, it shall be offered to the next most senior member who has submitted an application to transfer.

(d) A member who has an application on file for transfer to such vacant position, shall be notified and must accept or decline the offer of transfer immediately for placement in the vacant position.

(e) A member who receives a transfer as requested is not eligible for another transfer during the school year in which the transfer takes effect. Acceptance of or application for transfer does not prohibit a member from applying for a posted position as outlined in Position Staffing.

(f) In the event that a member is declared surplus they will have the opportunity to file a transfer request within one week of being declared surplus and their transfer request shall be considered active immediately.

If a surplus member who has filed a transfer request accepts a transfer they shall not be entitled to Recall as outlined in Article 43.05.

## **ARTICLE 31      APPLICANT HIRE POOL**

- 31.01 Hiring for Educational Assistant positions will be done through a centralized recruitment process.
- 31.02 The Employer will maintain an Applicant Hire Pool for the purposes of filling Educational Assistant positions.
- 31.03 Qualified candidates will be screened by the Employer, through an interview and selection process, for placement in the Applicant Hire Pool.
- 31.04 Qualified candidates shall be appointed from the Applicant Hire pool for vacant permanent positions, should these positions not be filled by internal candidates.
- 31.05 Qualified candidates shall be appointed from the Applicant Hire pool for temporary vacancies. Once the assignment in the temporary vacancy is completed, the candidate will return to the Applicant Hire Pool in consideration for future temporary or permanent positions.
- 31.06 Qualified candidates in the Applicant Hire Pool will not become Employees until hired by the Employer into a temporary or permanent Educational Assistant position.

## **ARTICLE 32      HOURS OF WORK**

The parties acknowledge that the school year is set by Ministry standards and specific start and end dates to the school year may be changed on an annual basis.

- 32.01 a) Bargaining Unit employees will work in either a 0.5 or 1.0 FTE capacity.
- b) The work week for a full time employee shall be six and one half (6 ½) consecutive hours, exclusive of the lunch break, per day, scheduled between 8:00 a.m. and 4:30 p.m. for a total of thirty-two and one half (32 ½) hours per five day week.
- c) The work week for a part time employee shall be three and one quarter (3 ¼) consecutive hours, per day, scheduled between 8:00 a.m. and 4:30 p.m. for a total of sixteen and one quarter (16 ¼) hours per five day week.
- 32.02 Each employee shall be entitled to one half (½) hour unpaid and uninterrupted lunch break to be scheduled as close as possible to the mid point of the work day.
- 32.03 Each employee shall be entitled to two (2) fifteen (15) minute paid break periods per work day. One break shall be taken in the first half of the employee's work day and one break in the second half of the employees work day. Such break shall

## **Article 32 Hours of Work, continued**

32.03 be scheduled as close as possible, (depending upon the assignment at the time) to the mid point of the half shift.

32.04 The work year shall begin on the first instructional day in the Ministry defined school year and shall end as of the day after the last instructional day in the Ministry defined school calendar. Teacher scheduled Professional Activity Days, as set out in the Ministry Approved School Calendar are not part of the Educational Assistant work year, unless scheduled as outlined in 32.05.

32.05 Three (3) Professional Development Days will be held during the Ministry approved School Year and shall be considered part of the Educational Assistants work year. The Professional Development Days are mandatory for all Bargaining Unit employees.

Note: “An employee who is employed more than thirty-two and one half (32 ½) hours as their permanent FTE at time of ratification of this agreement, shall maintain their present hours for the term of this agreement as long as they remain in the same work location. Should an employee accept another position, their hours will be that of the new position. An employee moving into the vacated position will do so at the standard hours (maximum of 32 ½) for the position”.

- 32.06 a) Notwithstanding 32.01, each member shall be entitled to an additional 15 hours of paid time (at straight time) for use during the course of the work year.
- b) These hours shall be assigned by the Principal/Supervisor in order that the member may attend to job related functions, in the school, as a participant of an interdisciplinary team as assigned by the Principal/Supervisor such as team meetings, school based Professional Development, staff meetings, and Case Conferences.
- c) In exceptional circumstances, an employee shall be excused from the assigned meeting by the Principal/Supervisor.
- d) The hours that are worked shall be approved by the Principal/Supervisor and be recorded and submitted to Human Resources. Payment for hours worked shall be made as follows:
- i) hours worked up to Christmas Break shall be paid out in the pay immediately prior to Christmas Break, and
  - ii) hours worked following Christmas Break up to the end of the school year shall be paid on the pay immediately prior to the end of the school year.
- e) If the hours are not worked they shall not be paid.

**ARTICLE 33 OVERTIME**

- 33.01 In the event that unforeseen or extenuating circumstances require overtime, it shall be paid as follows:
- at a rate of time and one half (1 ½) for all hours in excess of thirty-two and one half (32 ½) hours per week
  - at a rate of time and one half (1 ½) for all hours worked on a recognized paid holiday plus the holiday pay to which the member was entitled to pursuant to Article 37 - Recognized Paid Holidays
- 33.02 Overtime shall be compensated when pre-authorized by the Employer. All pre-authorized overtime shall be recorded on a Board approved form, which shall include the signature of both the Employee and Supervisor. Unauthorized overtime shall not be compensated.
- 33.03 An employee who has accumulated overtime hours shall receive either the appropriate payment as earnings, calculated at the appropriate premium rate, or time off in lieu of payment with the lieu time reflecting the appropriate premium rate. The employee shall indicate their preference for compensation of overtime, whether paid out or taken as time in lieu, in writing to the supervisor at time of overtime authorization. Payment of, or lieu time for overtime, should be taken as close to the week in which it was earned as possible. In the event that such time cannot be taken then overtime may be accumulated until the end of the school year in which it was obtained, at which time it shall be paid to the employee or scheduled as time in lieu at the Employer's discretion.

**ARTICLE 34 JOB DESCRIPTIONS**

- 34.01 The establishment of a job description for a new position shall be the responsibility of the Board.
- 34.02 An initial job description for an Educational Assistant position in the Bargaining Unit shall be established jointly by the Bargaining Unit and the Board joint committee to review job descriptions.
- 34.03 The Board shall provide each member with a copy of the most recent job description for the position they hold, should such a description exist.
- 34.04 Should a new position be created, the job description shall be forwarded to the President of the Bargaining Unit and to the incumbent, if applicable.

**ARTICLE 35      JOB SECURITY**

35.01 During the period this Agreement remains in force the number of full-time equivalent employees in the Bargaining Unit shall not be reduced below 244 FTE.

**ARTICLE 36      CONTRACTING OUT**

36.01 No member of the Bargaining Unit shall be laid off or suffer a reduction of regular hours, or salary, due to contracting out of current Bargaining Unit work that is currently performed by Bargaining Unit employees for the duration of this Collective Agreement.

36.02 The Employer agrees that work normally performed by the employees within the Bargaining Unit shall continue to be performed by the employees within the Bargaining Unit during the duration of this agreement.

**ARTICLE 37      RECOGNIZED PAID HOLIDAYS**

37.01 a) The work year is the Ministry approved school year which includes three (3) professional development days as outlined in Article 32, Hours of Work. Employees shall be granted the following recognized paid holidays:

Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
New Years Day	Good Friday
Easter Monday	Victoria Day
Christmas Eve Day	Canada Day**

b) The Canada Day (July 1<sup>st</sup>) recognized paid holiday shall be deemed as a holiday on a day other than July 1<sup>st</sup> during the work year as mutually agreed between the parties.

c) For the 2004 calendar year, the Canada Day paid holiday shall be recognized on March 12, 2004 and paid as part of the corresponding pay period.

37.02 Each employee is entitled to one (1) floating holiday per calendar year. Entitlement shall begin after the five (5) months probationary period. Employees employed on a less than full time basis shall have this holiday pro-rated. Such day is to be scheduled at a date agreed to by the member and the member's supervisor. Such request shall not unreasonably be denied.

**ARTICLE 38      VACATIONS WITH PAY**

38.01 Vacations with pay will be granted in accordance with the following:

38.02 There shall be no deduction of salary in respect of Christmas and Winter Break and time off shall constitute the annual vacation entitlement.

38.03 In addition to the entitlement of benefits determined by Provincial and/or Federal Legislation, vacation pay shall be paid as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
Less than 2 years	4% of total earnings
2 years but less than 9 years	6% of total earnings
9 years but less than 15 years	8% of total earnings
15 years plus	10% of total earnings

38.04 Permanent members who are not required to work during the Christmas or Winter Breaks, will continue to receive their normal earnings during that period of time. Employees will be paid at March break for the number of days for which they have remaining, if not enough days are available for the total period of March Break.

38.05 The payments referred to in 38.03 and 38.04 above will be considered as vacation pay or staff holidays as applicable, and the vacation pay will be deducted from the total vacation entitlement as specified above.

38.06 The balance of vacation owed shall be paid to the employees either on the first pay in June or no later than June 9th (whichever is earlier) as long as it is in compliance with HRDC.

38.07 Vacations will be arranged to suit Educational Assistant members as much as possible, but must be scheduled so as to ensure that the school work area is not short staffed.

38.08 Where conflicts arise in the individual school, seniority shall be the deciding factor.

38.09 Vacations will be decided in consultation with the Principal.

38.10 If a paid Holiday falls or is observed during an employee's vacation period the employee shall be granted an additional day.



## **ARTICLE 39 TRAVEL ALLOWANCE**

- 39.01a) The Board shall pay to each member who is authorized to use their own vehicle on approved Board business a mileage (kilometre) rate equivalent to the current approved Board Office rate.
- b) An itinerant employee who is assigned by the Employer to work in more than one work location as part of one assignment in the same day, shall be paid the mileage (kilometer) rate as outlined in 39.01 a) to travel between the work locations
- c) An itinerant employee shall have one work location named as the home location of record.
- 39.02 Members who are assigned to work in two schools in the same work day, as a result of placement following the Lay Off and Recall Article, shall be considered itinerant.

## **ARTICLE 40 HEALTH AND SAFETY**

- 40.01 Both parties recognize their obligation to maintain a safe and healthful environment for employees, and to carry out all duties and obligations as legislated under the Ontario Occupational Health and Safety Act, Revised Statutes of Ontario 1990 Chapter 0.1, as amended, R.R.O., 1990, Reg. 851 as amended by O. Reg. 516/92, O. Reg. 630/94, O. Reg. 230/95 and O. Reg. 450/97, R.R.O. 1990, Reg. 834, Issue Date of this Edition: October 1998.
- 40.02 A member of this Bargaining Unit shall be a member of the Board's Joint Health and Safety Committee.
- 40.03 The Bargaining Unit's representative to the Joint Health and Safety Committee shall be reimbursed by the Employer for any approved expenses incurred while performing their duties.
- 40.04 Any employee covered by this Collective Agreement who represents workers on the Joint Health and Safety Committee shall be eligible to participate in approved certification training programs. The Employer shall provide paid time off for the representative to participate in this approved training program with no loss of salary and benefit. The Employer shall pay the costs of the registration, materials for the training program.
- 40.05 The Bargaining Unit member of the Joint Health and Safety Committee shall be permitted to carry out their duties, in accordance with the Ontario Occupational Health and Safety Act, revised Statutes of Ontario, 1990 Chapter 0.1, as amended, R.R.O., 1990, Reg 851 as amended by O. Reg. 516/92, O. Reg. 630/94, O. Reg. 230/95, and O. Reg. 450/97, R.R.O. 1990, Reg. 834, Issue Date of this Edition: October 1998.

**Article 40 Health and Safety, continued**

- 40.06 The Employer shall provide and maintain at no cost to the employee all personal protective equipment, clothing, or devices required by law.
- 40.07 Where an employee who serves on the Joint Health and Safety Committee must be absent from work to attend the monthly Joint Health and Safety Committee meetings, a replacement will be provided by the Employer if necessary.
- 40.08 If there is a possibility that, in the carrying out of their duties, the health of an Educational Assistant may have been placed in jeopardy and that a Hepatitis B inoculation may be called for, the decision to give the inoculation (or not) will be made by the Educational Assistant upon the advice of his/her physician and the District Health Unit. Should the decision be to proceed with the treatment, the Board will assume the cost of the inoculation.

**ARTICLE 41 PROBATIONARY PERIOD**

- 41.01 A newly hired employee shall be on probation for a period of five (5) months from the date of hire into a permanent position. This shall be the only probationary period served as a member of this Bargaining Unit.
- 41.02 After completion of the probationary period, the employee shall be added to the seniority list with a seniority date effective from the original date of hire or as outlined in Article 42, Seniority.

**ARTICLE 42 SENIORITY**

- 42.01a) For permanent members of this Bargaining Unit on staff as of May 1, 2000, seniority is defined as the length of service, from last date of hire to a permanent position with the Board, and shall include all recognized seniority with any predecessor Board's of this Board (SMCDSB) and seniority prior to certification.
- b) For permanent members hired after May 1, 2000, seniority is defined as the length of continuous service in a Bargaining Unit position from date of last hire to the Bargaining Unit and shall include seniority as a temporary employee as outlined in Article 59 - Temporary Employees.
- 42.02 A probationary employee will not be placed on the seniority list until the employee has completed the probationary period as stated in Article 41. After completion of the probationary period, the seniority of the employee shall be dated back to the last date of hire.

**Article 42 Seniority, continued**

- 42.03 (a) The Board shall establish a seniority list for permanent members by start date showing each member's name, seniority credit, work location, hours worked, and job classification.
- (b) Such seniority list shall be arranged from most senior to the most junior employee.
- (c) Such list shall be brought up to date and sent to the President of the Bargaining Unit by January 30th of each year.
- (d) In compiling the seniority list, all ties shall be broken as follows:
- (i) the member with the most total experience with the Board shall be considered the most senior
  - (ii) if still tied, the seniority standing of the member shall be determined by a method of lot mutually agreed upon by the Board and the Bargaining Unit.
- 42.04 When a member contests the accuracy of that member's own position on the seniority list, the Bargaining Unit President and Human Resources shall meet to clarify the position.
- 42.05 If a member accepts a temporary assignment, to a non-Union position with the Board, outside the Bargaining Unit, of twelve (12) months or less in duration, the member shall continue to accumulate seniority. The member shall continue to pay Union dues during such time of assignment.
- 42.06 A member will continue to accumulate seniority under the following conditions:
- (a) during an absence due to illness or injury;
  - (b) while on WSIB;
  - (c) while on an approved leave of absence as provided under this agreement;
  - (d) while on Maternity or Parental Leave;
  - (e) while working scheduled time (which includes vacations and holidays);
  - (f) while on layoff and continues to maintain rights of recall.
- 42.07 If any employee of the Board who is not covered by this Agreement transfers to a position covered by this agreement, then their seniority shall commence as of the date of his/her transfer to the Bargaining Unit.
- 42.08 A Member shall lose seniority under the following conditions:
- (a) if the member terminates employment with the Board;
  - (b) if the member fails to return to work after the expiration of any leave granted, without a bona fide reason;
  - (c) if the member is discharged and such discharge is not reversed through the grievance/arbitration procedure or other legal procedure available to the member;

**Article 42 Seniority, continued**

- 42.08 (d) if the member fails, after a layoff, to return to work within ten (10) working days after the Board has given the member notice of recall by registered mail, unless an extension is granted by the Board due to an emergency or other reason;
- (e) if the member is absent from work in excess of five (5) working days without sufficient cause without notifying the Employer;
- (f) if the Member is laid off by the Board and has exhausted all rights of recall under Article 43, Layoff and Recall;
- (g) if the member accepts a permanent position with the Board outside the Bargaining Unit.

**ARTICLE 43 LAYOFF AND RECALL**

- 43.01 (a) A layoff shall be defined as the elimination of a permanent position held by a member of the Bargaining Unit, or a reduction in current hours of work.
- (b) A surplus employee is an employee whose position has been declared surplus or redundant or whose hours have been reduced.
- 43.02 (a) In the event of a lay-off employees will be laid off in reverse order of seniority in the Bargaining Unit.
- (b) When there is more than one employee in a work location where there is a declaration of redundancy or reduced hours, the most junior employee on the Bargaining Unit seniority list working in that location, shall be the employee declared surplus.
- 43.03 Employees who are laid off shall continue to accumulate seniority for up to twenty-four (24) months while on lay off.
- 43.04 The following layoff procedure shall be used for placement of permanent and probationary employees who are declared surplus as outlined in 43.01 above, or who have been displaced under the provisions of this article.
- (a) The Board shall identify those positions to be eliminated as a result of a decision to layoff, make a position redundant, or close a school/work location
- (b) Members occupying such positions shall be declared surplus.

The full time equivalent number of members as were declared surplus in Article 43.04b) above shall be declared redundant on the basis of date of hire for probationary members beginning with the most recent date of hire, and seniority for permanent members beginning with the least senior. Such members shall be placed on the Temporary Redundancy List.

### **Article 43 Layoff and Recall, continued**

The Board shall identify all vacancies, including those created by placing the least senior members on the Temporary Redundancy List.

It is understood that any employee after being informed of their options, may choose to be laid off and placed on the recall list rather than following the procedure outlined below. Such decision shall be made in writing by the employee to the Human Resources Department within a time frame agreed upon by the Employer and the Union.

The process shall be followed in order of seniority, beginning with the most senior employee affected first. Each surplus member who is not on the Temporary Redundancy List, shall be placed into a vacant position provided the surplus member has the qualifications for the position and the position is within 60km. of their present location. Failing that, the employee may displace another employee or employees in accordance with the following process, provided that the employee has the qualifications required for the position:

**Option 1**        displace the least senior employee within sixty (60) km. of their present work location;

**Option 2**        displace the least senior employee outside sixty (60) km. of their present work location.

If any vacancy exists at Options 1, 2, of the process, the vacancy must be filled before a member is displaced.

Failing the above, the surplus employee is added to the Temporary Redundancy List.

All remaining vacancies shall be filled according to the process outlined in Article 29, Position Staffing of the Collective Agreement.

All employees remaining on the Temporary Redundancy List after all vacancies have been filled shall be notified in writing by the Board and identified as an employee scheduled for layoff and placed on the Recall List.

For the purposes of the displacement procedure, the member is entitled to the full-time or part-time status the member held prior to displacement.

Through a displacement process, an employee may voluntarily elect to accept, on a permanent basis, a position that is less than their status,(hours) prior to the displacement. The Board's obligation to the employee shall have been met.

**Article 43 Layoff and Recall, continued**

- 43.05 Employees who have changed positions under this article shall have the right of reinstatement to their former location, if such becomes available within twelve (12) months of accepting the new position.
- 43.06 An Employee who is given notice of layoff may, in writing, waive the right of recall and receive a severance allowance equal to two (2) weeks salary for each year of service. The Board shall have no further obligation to any employee who elects to receive a severance allowance and they shall be considered terminated from employment with the Board.
- 43.07 An employee on lay-off and maintaining the right of recall, shall have the right to maintain participation in the benefit plans held prior to being laid off, should the plan permit. The employee shall pay the full cost of the plans for the duration of the lay-off period of twenty-four (24) months.

Recall Procedure

- 43.08 An employee shall be entitled to recall to a permanent position for a period of twenty-four (24) months.
- 43.09 An employee on lay-off and maintaining the right of recall will be entitled to recall in order of greatest seniority within the Bargaining Unit provided the individual has the qualifications to fill the position for which they are recalled.
- 43.10 An employee shall have the right to refuse an offer of recall if it is not to a location within sixty (60) km. of their last work location prior to being laid-off, and/or it is not of equivalent hours and job classification from which they were laid off. The employee shall not forfeit any right of recall under this article for such refusal.
- 43.11 No new employee will be hired until all persons on layoff have been given an opportunity for recall in accordance with this article.
- 43.12 An employee who accepts a position in accordance with this article shall be reinstated as though there had been no interruption in service with full rights and benefits unless specifically modified by this agreement.
- 43.13 All employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- 43.14 The Employer shall offer recall to the employee by telephone, and shall send the notice of recall by registered mail.
- 43.15 If an employee is recalled to a permanent position from layoff within twenty-four (24) months of the date of layoff, the employee's seniority and sick leave will be reinstated as if there was no interruption in service.

**Article 43 Layoff and Recall, continued**

43.16 Employees on the recall list shall be given first consideration for filling long term temporary assignments of greater than three weeks duration. Such employee shall remain on the recall list for recall to a permanent assignment.

**ARTICLE 44 USE OF CO-OP STUDENTS**

44.01 The parties recognize that the Board is a learning environment and as such, support the ability of the Board to provide learning opportunities for students at all levels.

44.02 If at any time, there is a disagreement about the Work Placement Program or a co-op student's activities while in the workplace, that cannot be resolved at the work site/school level, the Bargaining Unit President will contact the Principal of the school or designate to convene a meeting of representatives from the Bargaining Unit work site and appropriate administrative staff in order to attempt to alleviate the problem.

44.03 Employees shall not have their duties modified nor their hours of work changed or reduced owing to the use of co-op students in the workplace.

44.04 No employee shall be laid off nor shall the Employer refuse to recall a laid off employee owing to the use of co-op students in the workplace.

44.05 The Employer shall not refuse to fill vacancies owing to the use of co-op students in the workplace.

**ARTICLE 45 USE OF VOLUNTEERS**

45.01 No volunteer shall perform the duties of a position which has been eliminated from the Bargaining Unit.

45.02 No member of the Bargaining Unit on probationary or permanent staff shall be laid off or suffer reduction of or a change in normally scheduled hours of work as a result of the use of volunteers.

45.03 If volunteers assist in the school, in the classroom where the Educational Assistant is assigned, the Classroom Teacher and the Special Education Support Teacher, in consultation with the Principal will discuss the assignment of tasks with the volunteer and the Educational Assistant if applicable.

45.04 The use of volunteers shall not be a substitute for additional educational assistant staff.

**ARTICLE 46          PENSION PLAN**

- 46.01 A member who does not hold certification as a teacher shall have the opportunity to become a member of the Ontario Municipal Employee's Retirement System (O.M.E.R.S.) consistent with the terms and conditions of the Ontario Benefits and Pensions Act, and O.M.E.R.S.
- 46.01 All new employees who do not hold certification as a teacher shall become a member of the Ontario Municipal Employee's Retirement System (O.M.E.R.S.) Pension Plan consistent with the terms and conditions of the Ontario Benefits and Pensions Act and O.M.E.R.S.
- 46.02 A member who holds certification as a teacher shall become and remain a member of the Ontario Teacher's Pension Plan (T.P.P.)
- 46.03 The Board shall maintain any and all pension plans to which members of this Bargaining Unit belong prior to signing of this agreement.
- 46.04 Present employees who are less than full time shall be given the option of joining the O.M.E.R.S. pension plan consistent with the terms and conditions of the Ontario Benefits and Pensions Act, and O.M.E.R.S.

New permanent employees of the Board shall be enrolled in O.M.E.R.S. upon commencement of employment with the Board consistent with the terms and conditions of the Ontario Benefits and Pensions Act, and O.M.E.R.S.

For those employees who may not meet the criteria upon beginning employment with the Board, they shall be enrolled immediately upon fulfilling the requirements.

- 46.05 The Board shall make the appropriate deductions from the member's pay and submit to O.M.E.R.S. or T.P.P. as the case may be, the necessary member and Board pension contributions as required.

**ARTICLE 47          BENEFITS**

- 47.01 All members of the Bargaining Unit shall be covered by the benefit plans as provided by the current carrier, listed below:
- a) Basic Group Life Insurance - \$25,000 or \$50,000 per employee
  - b) Extended Health Care:
    - Single or Family Plan including semi-private hospital care
    - Vision Care - \$200.00 in any twenty-four (24) month period
    - Hearing Aids - up to \$500.00 every three (3) years
  - c) Dental Plan - Single or Family at the current ODA rate
    - Part A - Preventative , Part B - Restorative



Deductible per family unit - \$25.00 total combined Vision, Hospital, and Supplemental Health Care

Complete description of benefits coverage, including reimbursement rates, shall be as outlined in Appendix A, and shall form part of this agreement.

47.02 The Employer shall pay an amount equal to 95% of the premium in effect as of September 1, 2001, for the benefits outlined in 47.01.

47.03 Members may choose coverage of Group Life Insurance beyond \$50,000 in multiples of \$25,000 up to \$150,000 at their full premium cost.

47.04 Members working less than 25 hours per week may be enrolled in the group plans at their own expense. The Employer will cover the administrative costs for such employees.

47.05 The following benefit plans will be administered by the Board and the full premium costs are the responsibility of the member:

A. Dental Insurance - Single or Family Plan Part C - Orthodontic

B. Long Term Disability

47.06 The remaining portions, and/or full cost of the premiums as the case may be, of the Plans listed above, shall be paid by the members by means of equal payroll deduction.

47.07 All ten month employees shall be covered by the benefit plans listed above for the summer months. The employee's share of the premium payment for the summer months shall be deducted in equal instalments throughout the school year.

47.08 The agreement to pay the cost, in whole or in part, of a group benefit plan, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under such group plan to any member should the insurer fail or refuse to pay or provide same, in whole or in part.

47.09 Coverages in the plans listed above are available to members on approved Leaves of Absence granted in accordance with the terms of this agreement. Premium costs become the responsibility of the member for the duration of the leave except as provided otherwise in this agreement. Arrangements for such coverages must be made with the Board no later than two (2) weeks prior to the commencement of the leave.

## **ARTICLE 48      PAY SCHEDULE**

48.01 The regularly scheduled pay day shall be bi-weekly, every other Friday. Pay shall be by direct deposit to the employee's financial institute as on record with the Employer.

#### **Article 48 Pay Schedule, continued**

48.02 The employee's pay stub shall be delivered to the employee's workplace and distributed to the employee on or before the specified pay date.

48.03 Employees shall be paid in accordance with Schedule "A" of this agreement.

#### **ARTICLE 49 PROFESSIONAL DEVELOPMENT**

49.01a) Three (3) Professional Development Days will be held during the Ministry approved School Year and shall be considered part of the Educational Assistants work year.

b) i. The Professional Development Days are mandatory for all Bargaining Unit Employees and all Bargaining Unit employees shall attend the Professional Development Days.  
ii. Failure to attend without sufficient cause may result in discipline of the member.

c) Training for the members shall be arranged by the employer.

d) The Labour Management Committee shall meet in April of each year to begin preliminary preparation and discussion of the upcoming year's professional development activities and training.

e) For the term of this Collective Agreement only, the third Professional Development Day shall be allocated for June 25, 2004.

49.02 Members of the Bargaining Unit in attendance at the Professional Development Day shall be treated as if they were at work.

49.03 Members who travel in excess of 60k return, from their home school to attend the Professional Development session, shall be reimbursed at the Board's travel rate. A member must submit a travel expense form at the end of the Professional Development day in order to receive reimbursement once processed. Employees are encouraged to car pool to attend the Professional Development Day.

#### **ARTICLE 50 TUITION FEES**

50.01 The Employer shall reimburse members for tuition fees upon successful completion of an Employer pre-approved course which is job related. Such reimbursements shall be provided upon proof of successful completion of the course and submission of proof of tuition fee.

## **ARTICLE 51        TRAINING**

- 51.01 The Employer shall cover reasonable costs for employees who attend training programs at the request of the Employer at approved institutions or conferences off-site where such training relates to jobs within the Bargaining Unit. Where the training program is conducted by the Board during regular working hours, time spent in such program shall be considered, for the purposes of salary and benefits, to be time worked. Overtime shall not be paid for attendance at off-site training programs.
- 51.02 The Employer shall reimburse to each member the cost of meals incurred while attending a training program as identified in 51.01 where meals are not provided and receipts are submitted.
- 51.03 The Employer shall provide training opportunities as required related to the introduction of new equipment, technology or practices that directly impact the work of an Employee within the Bargaining Unit.
- 51.04 Employees whose position is reduced or deleted due to the introduction of new automated equipment or technology, shall be retrained as may be required to maintain a position within the Bargaining Unit.

## **ARTICLE 52        SCHOOL DISCIPLINE**

- 52.01 Educational Assistants shall attend staff meetings for in-service of various Board compliance issues.
- 52.02 Copies of policies and procedures shall be made available to the members at their work location upon request, should these not yet be available on the school or Board websites.
- 52.03 Educational Assistants shall receive a copy of the school's Code of Conduct/discipline policy as implemented or amended.
- 52.04 Educational Assistant shall be expected to support and be supported by the school's Code of Conduct/discipline and Safe Schools policies.

**ARTICLE 53      ADVERSE WEATHER CONDITIONS**

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

- (i) makes every effort to reach the nearest school within the jurisdiction of this Board if they feel it is safe to do so;
- (ii) notifies their Principal and/or Supervisor as early as possible on that day;
- (iii) leaves work premises prior to the end of the work day as approved by the Principal/Supervisor. Such approval shall not be unreasonably denied.

**ARTICLE 54      DEFINITIONS**

Employee:	The term “employee” as used herein shall mean all employees as described in Article 2 - Recognition of this Collective Agreement.
Bargaining Unit	The term “Bargaining Unit” shall mean the Educational Assistant Unit, Ontario Secondary School Teachers’ Federation.
Union	The term “Union” shall mean the Ontario Secondary School Teachers’ Federation
Board/Employer	The term “Board” and/or “Employer” shall mean the Simcoe Muskoka Catholic District School Board
Working Day	The term “working day” as used herein shall mean a day other than Saturday, Sunday or a recognized holiday.
Instructional Day	The term “instructional day” as used herein shall mean a day in which pupils are in attendance, as defined in the annual School Year Calendar, as approved by the Ministry.
School Day	The term “school day” as used herein shall include instructional days and professional activity days as defined in the annual School Year Calendar, as approved by the Ministry.
Member	The term “member” shall mean a member of the Bargaining Unit.
Full-time Employee	The term “full-time” employee shall mean an employee employed who works thirty-two and one half (32 ½) hours per week as defined in the Collective Agreement

#### **Article 54 Definitions, continued**

Part-time Employee The term “part-time employee” shall mean an employee employed who works sixteen and one-quarter (16 ¼) hours, per week as defined in the Collective Agreement.

Permanent The term “permanent” shall apply to all permanent and probationary employees of the Bargaining Unit who hold a permanent position.

Immediate Family The term “immediate family” as used herein shall include the employee’s spouse, son or daughter, mother, father, sister, brother, step-children, step-sister, step-brother and step-parents or immediate in-laws.

#### **ARTICLE 55 GENERAL WORKING CONDITIONS**

55.01 When an Educational Assistant is requested to accompany Special Needs Students, the number of students assigned to her/him shall be determined with the first regard to safety and shall be agreed upon by the Principal, teacher(s) responsible, and the Educational Assistant.

55.02 Educational Assistants shall not drive students in their own personal or other vehicle.

55.03 Educational Assistants are not to be assigned to yard duty, lunch hour supervision, hall supervision, or bus duty as part of the performance of their function. It may be necessary for an Educational Assistant to carry out one of these duties as a part of their function to monitor or supervise the Special Needs student(s) for whom they have been assigned responsibility.

#### **ARTICLE 56 GENERAL TERMS**

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

56.02 The Board shall not require any employee of the Bargaining Unit to make any written or verbal agreement which contravenes the terms of this Agreement.

56.03 The term “Board” and “Employer” may be interchangeable for the purpose of this Agreement.

56.04 Letters of Agreement and Letters of Understanding shall form part of this agreement.

## **ARTICLE 57 CRIMINAL RECORD CHECKS**

- 57.01 The Board will comply with the provisions of Regulation 521/2001 of the Education Act with regard to the collection of information regarding Criminal Background Checks.
- 57.02 The Board shall ensure that all records and information (including offence declarations and CPIC records) 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 the Associate Superintendent of Human Resources.
- 57.03 The Board shall not release any information obtained about an employee pursuant to Regulation 521/2001 of the Education Act without permission of the employee.
- 57.04 The Board shall not release or report to the Ontario College of Teachers any information obtained about an employee pursuant to Regulation 521/2001 of the Education Act, unless it is required to do so.

## **ARTICLE 58 MEDICATION AND MEDICAL PROCEDURES**

- 58.01 An Educational Assistant providing medical procedures, or administering medication in performing their duties, shall do so only under the Board Policy - Administration of Medication and Medical Procedures.
- 58.02 The Board will arrange training by the appropriate professional in accordance with the Educational Assistant's duties and job description.
- 58.03 The Board shall, through existing or supplementary insurance coverage, adequately insure Educational Assistants against claims made against them arising from the administration of medication or providing medical treatment to students by following Board Policy or Board directive.

## **ARTICLE 59 TEMPORARY EMPLOYEE**

- 59.01 The term "temporary employee" shall mean an employee hired on a temporary basis for:
- (a) special projects during periods of heavy workload, or
  - (b) in cases of emergency, or
  - (c) for replacement for employees absent due to illness or accident, or
  - (d) during a period of evaluation to determine if a student requires the assignment of an Educational Assistant, or
  - (e) situations where an Educational Assistant is temporarily funded by an external organization.

**Article 59 Temporary Employee, continued**

- 59.02 A “temporary employee” will not be employed for a period of more than five (5) months without the agreement of both parties.
- 59.03 A “temporary employee” is a member of the Bargaining Unit and shall pay Union dues.
- 59.04 A “temporary employee” may be employed on a full time or a part time basis.
- 59.05 A “temporary employee” shall be paid the minimum rate of pay for the position which they are appointed as per Salary Schedule A of this agreement unless otherwise agreed between the Bargaining Unit and the Employer prior to the temporary hire.
- 59.06 A “temporary employee” shall be paid four percent (4%) vacation pay on their total earnings.
- 59.07 A “temporary employee” who works their scheduled day before and their scheduled day after a recognized paid holiday as outlined in the agreement, shall be paid for the recognized paid holiday.
- 59.08 Temporary employees who are placed in positions of four months or more shall be able to accrue one (1) day of sick leave for each month of uninterrupted service. These days shall not be paid out at the end of the temporary assignment and shall not be allocated to any future permanent or temporary assignment.
- 59.09 Temporary employees who are placed in positions of four (4) months or more shall be entitled to bereavement leave as identified in Article 14 A .01.
- 59.10 A “temporary employee” who works less than full time shall be paid the amounts as outlined in 59.05 and 59.06 above, in the same proportion that the less than full time assignments bears to a full assignment.
- 59.11 The Employer shall maintain a list of employees available for temporary assignments in accordance with the Applicant Pool process as outlined in Article 31, Applicant Hire Pool. The list of temporary employees shall be provided to the President of the Bargaining Unit.
- 59.12 A “temporary employee” shall have their employment terminated at the expiration of the period of employment without having established any seniority. If, however, such employees are hired to fill a permanent position then seniority shall be retroactive to the date of original continuous employment.
- 59.13 A “temporary employee” appointed to a position shall attend the professional development days as outlined in the agreement, if such day falls within the term of the “temporary employee’s work assignment. Such days shall be treated as work days for such employees.

**Article 59 Temporary Employee, continued**

59.14 “Temporary employees” shall not be covered by the following articles in this Collective Agreement, unless specifically stated in the Agreement;

<u>Article #</u>	<u>Title</u>
14	Leaves of Absence
15	Personal Leave of Absence
18	Paternity Leave
22	Extended Parental Leave
24	WSIB Supplement
25	Deferred Salary Leave Plan
26	Sick Leave
38	Vacations with Pay
41	Probationary Period
42	Seniority
43	Layoff and Recall
46	Pension Plan
47	Benefits
49	Professional Development
50	Tuition Fees

59.15 A temporary/casual employee who reports to work for an advised assignment of a full day, and upon arrival at the work location is advised the assignment is only one half day, shall be paid for a full day.

A temporary/casual employee who reports to work for an advised assignment, and upon arrival at the work location is advised there is no assignment, shall be paid one half day’s salary.

**ARTICLE 60 AMENDMENTS**

60.01 Amendments to the provisions of this Collective Agreement shall be made, in writing, only by mutual consent of the parties. Any such revision or amendment shall not become effective until ratified by the Board and the Union.

60.02 In the event that the Federal and/or Ontario Government should pass legislation during the lifetime of this Collective Agreement which would have the effect of altering or modifying any part of the agreement, the parties shall meet and in good faith make every reasonable effort to sign a memorandum of agreement covering all amendments the parties deem appropriate. The remaining provisions of the Collective Agreement shall continue in effect for the duration of the agreement.



**ARTICLE 61 DURATION AND RENEWAL**

- 61.01 This agreement shall be in effect from September 1, 2003 and shall continue in force up to and including August 31, 2004 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this agreement, in accordance with the Labour Relations Act.
- 61.02 If either party gives notice of its desire to negotiate amendments in accordance with 60.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the agreement in accordance with the Labour Relations Act.

**Schedule A**  
**Salary and Grade Levels**

A.1 Employees shall be paid according to the following salary schedule:

**CURRENT**

Year	0	1	2	3	4	5
Educational Assistant	\$ 15.55	\$ 16.25	\$ 16.98	\$ 17.68	\$ 18.43	\$ 19.12

**Effective September 1, 2003**                      **2.50% increase**

Educational Assistant	\$ 15.94	\$ 16.66	\$ 17.40	\$ 18.12	\$ 18.89	\$ 19.60
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**Effective February 1, 2004**                      **1.00% increase**

Educational Assistant	\$ 16.10	\$ 16.82	\$ 17.58	\$ 18.30	\$ 19.08	\$ 19.80
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**Effective August 31, 2004**                      **0.50% increase**

Educational Assistant	\$ 16.18	\$ 16.91	\$ 17.67	\$ 18.39	\$ 19.18	\$ 19.90
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- A.2 A member not at the maximum salary of a Grade Level shall advance on the salary grid in their job classification, by means of an annual increment effective on their anniversary date.
- A.3 A new member to staff shall be placed at the minimum salary as noted on the salary grid..
- A.4 The Employer agrees to maintain the approved and agreed to Pay Equity Plan.

**LETTER OF AGREEMENT  
BETWEEN  
SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD  
AND  
O.S.S.T.F. EDUCATIONAL ASSISTANT UNIT**

It is understood that for the purposes of Article 32.06 the following members shall be entitled to the additional hours as follows:

The full time member formerly employed by the Nipissing-Parry Sound C.D.S.B. who currently works 35 hours per week is not entitled to additional hours.

The member formerly employed by the Nipissing-Parry Sound C.D.S.B. who works 33.75 hours per week is entitled to 7.5 hours during the 2003/2004 school year.

It is understood that the above shall be in effect while the members continue to maintain their positions during the life of this Collective Agreement.

**LETTER OF AGREEMENT  
BETWEEN  
SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD  
AND  
O.S.S.T.F. EDUCATIONAL ASSISTANT UNIT**

RE: Implementation of staffing language

The parties agree that;

- the existing practices with regard to Job Postings will remain in place until January 1, 2004.
- issues related to transition shall be discussed at Labour Management Committee
- the article will be reviewed by Labour Management Committee in June 2004 with a view to refining the process if required

**LETTER OF AGREEMENT  
BETWEEN  
SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD  
AND  
O.S.S.T.F. EDUCATIONAL ASSISTANT UNIT**

RE:           Benefit Costs

If benefit costs continue to increase the bargaining unit has the option of investigating another way of providing benefits to the membership that is equivalent to the present benefit package.

Should the bargaining unit decide to secure an alternate carrier, the parties will meet to discuss impact and implementation of this decision.

**LETTER OF AGREEMENT  
BETWEEN  
SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD  
AND  
O.S.S.T.F. EDUCATIONAL ASSISTANT UNIT**

Re: Benefits - Cost Containment

The parties agree to participate in discussions pertaining to possible cost-containment measures related to benefit costs.

These discussions shall take place through the venue of the already established Council of Presidents group.

**LETTER OF UNDERSTANDING  
BETWEEN  
SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD  
AND  
O.S.S.T.F. EDUCATIONAL ASSISTANT BARGAINING UNIT**

In the case of exceptional circumstances requiring additional accommodations for students that enable their inclusion within a school setting, the parties agree to meet and discuss viable options and alternatives that support such inclusion.

**LETTER OF UNDERSTANDING  
BETWEEN  
SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD  
AND  
O.S.S.T.F EDUCATIONAL ASSISTANT BARGAINING UNIT**

It is understood and agreed between the parties that procedural matters such as information requirements (lists, addresses, etc.) related to Union needs; communication matters; qualification requirements; implementation and process requirements for items such as Back on Board, and attendance management issues shall be discussed via Labour Management Committee.



**LETTER OF UNDERSTANDING  
BETWEEN  
SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD  
AND  
O.S.S.T.F EDUCATIONAL ASSISTANT BARGAINING UNIT**

Re: LAYOFF AND RECALL

The Board and the Bargaining Unit through Labour Management Committee agree to collaboratively refine the method of implementing the process (according to Article 43) to be followed for September 2004 placements where lay offs occur during June 2004.

A review of the above method by Labour Management Committee will occur before December 2004.

Should the parties be unable to amend the process as mutually agreed, the existing practice and process outlined in Article 43 shall apply.

## **Appendix 1 Supplemental Employee Benefits (SEB/SUB) Plan**

### **OBJECTIVE:**

The objective of the plan is to supplement the employment insurance benefits received by permanent members for temporary unemployment caused by Pregnancy or Parental leave.

### **ELIGIBILITY:**

Members employed by the Board who are permanent members of the Ontario Secondary School Teachers Federation – Educational Assistant Bargaining Unit are the employees covered by this plan.

To be eligible for receipt of a SEB, a member must meet the following conditions –

Qualify for leave under Article 19 or 20 of the current Collective Agreement

The Spouse has not received a SEB from this Board for the same birth or adoption

Must apply for Employment Insurance benefits and not be disentitled from receiving the benefits

The Board under this SEB Plan will pay only one SEB per birth or adoption.

Members do not have a right to SEB payments except for supplementation of Employment Insurance benefits for the period specified in the plan.

The member must provide the Board with proof that they are receiving Employment Insurance benefits and the amount of the EI benefit paid on a weekly basis.

### **BENEFIT:**

The Board will provide a weekly benefit payable for eight (8) weeks following the birth/adoption of a child. The first two (2) weeks will cover the waiting period and will be paid at 100% of the Members normal weekly earnings providing the Member complies with the conditions in the SEB Plan and a loss of earnings has occurred.

For the following six (6) weeks the Board will top-up the E.I. benefits to 100% of the Members gross earnings based on a per diem rate. There will be no deduction from the sick leave accrual.

The plan is financed from the Board's general revenues. A separate payroll record will be maintained for all SEB plan payments.

Signing Page

Signed at Barrie this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

FOR THE UNION

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FOR THE BOARD

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