

COLLECTIVE AGREEMENT

BETWEEN

RAINBOW DISTRICT SCHOOL BOARD

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
LOCAL 614**

NOVEMBER 27, 2008 TO AUGUST 31, 2012

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ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the Parties of this Collective Agreement, hereinafter referred to as "the Agreement" to set forth the terms which have been mutually agreed upon and which shall be applicable to all members of the Bargaining Unit and the Board during the effective period of this Agreement.

ARTICLE 2 - EFFECTIVE PERIOD

- 2.01 This Agreement shall be in effect from date of ratification (November 27, 2008) to August 31, 2012, and shall continue in force from year to year thereafter unless not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party shall furnish the other with written notice of termination or proposed revision of the agreement.
- 2.02 This Agreement shall supersede all previous such Agreements. Except for error, inadvertence or omission, it shall form the basis of computing all salaries and other conditions defined herein. At any time, amendments (deletions or additions) to the clauses defined herein may be made by mutual consent of the Parties concerned in this Agreement. A party wishing to amend the Agreement under this article shall give written notice to this effect.

ARTICLE 3 - SCOPE AND RECOGNITION

- 3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all Educational Assistants and Communicative Disorder Assistants in the employ of the Board.

ARTICLE 4 – GENERAL

- 4.01 Where the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the Agreement so requires.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive right and function of the Board to:
- a) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by employees;

- b) hire, retire, classify, direct, transfer, promote, demote, layoff, discipline, suspend or discharge employees, provided that a claim of discriminatory demotion, discipline or suspension, or a claim that an employee has been discharged without just cause may be subject of a grievance and be dealt with as hereinafter provided;
- c) generally manage the services and operations in which the Board is engaged and, without restricting the generality of the foregoing, to retain all residual rights of management, to determine the work to be performed, and the scheduling of such work, and the methods and work procedures to be followed.

5.02 The Board agrees that the rights set forth in this article shall not be exercised in a manner that is inconsistent with the express provisions of this Agreement.

ARTICLE 6 - PROBATIONARY PERIOD

6.01 All new employees of the Board, other than casual and temporary employees, shall be probationary employees until they have successfully completed six (6) months of continuous employment with the Board. The new employee shall receive an appraisal prior to the completion of three (3) months of employment.

It is understood and agreed that any extension to the probationary period will not exceed an additional three (3) months. The release of a probationary employee for failure to meet the requirements of the position shall be deemed to be dismissal for just cause.

ARTICLE 7 - EMPLOYMENT INFORMATION

7.01 Criminal Background Checks

The Board will ensure that all materials/reports acquired as part of a criminal background check are secured and maintained in strictest confidence. Access to such records will be restricted to the Director of Education or the appointed designate(s). Such information will not be released without the express written permission of the employee in question other than for statutory obligations or legal/grievance proceedings.

The Board acknowledges the right of the employee to grieve any sanction or discipline implemented as a direct or indirect result of any information obtained.

ARTICLE 8 - NO DISCRIMINATION

- 8.01 There shall be no discrimination practiced by reason of record of offences, race, ancestry, place of origin, colour, citizenship, creed, sex, sexual orientation, age, marital status, family status, ethnic origin or disability or any other grounds as may be prescribed by the Ontario Human Rights Commission.
- 8.02 There shall be no discrimination or harassment practiced by reason of an employee's membership or activity in the Union.
- 8.03
- a) The Board and the Union recognize their obligations under the Human Rights Code to accommodate the needs of an employee who, because of his/her disability, is incapable of performing or fulfilling the essential duties or requirements of his/her job. In determining appropriate accommodation, the Board shall consult with the employee and union to determine if accommodation can be made which would enable the employee to perform the essential duties of his/her position.
 - b) It is also recognized that the employee has an obligation to cooperate in the search for accommodation which includes providing to the Employer medical information which supports his/her claim for accommodation and makes clear the restrictions which the employee has as a result of the disability. The Board may request that an employee be examined by a doctor/medical practitioner of the Board's choosing where the Board requires further information in order to deal with the request for accommodation, provided that such request shall not be made unreasonably.

ARTICLE 9 – QUALIFICATIONS

- 9.01 The educational qualifications recognized under this Article shall be: a post-secondary diploma/degree in a child or youth related programme. Educational Assistants in the employ of the Board as of September 1, 1998, shall be deemed to possess the required qualifications. The Union acknowledges that the Board may require additional qualifications where such qualifications are necessary to performance of a particular job.

ARTICLE 10 – HOURS OF WORK

- 10.01 a) i) The daily full-time hours of work will be (6.5) six and one-half hours (3.25 hours for part-time) exclusive of lunch. The weekly full-time hours of work will be (32.5) thirty-two and one-half hours (16.25 hours for part-time). The hours of each position are at the discretion of the Board and will depend on the needs of the position.
- ii) Effective September 1, 2011, the daily full-time hours of work will be (7.0) seven hours (3.5 hours for part-time) exclusive of lunch. The weekly full-time hours of work will be (35) thirty-five hours (17.5 hours for part-time). The hours of each position are at the discretion of the Board and will depend on the needs of the position.
- b) Actual hours of work are at the discretion of the Employer. The posted normal hours of work may be changed to meet a specific program need, provided the affected employee is given two (2) days' notice. There shall be no split shifts.

10.02 a) Overtime

Overtime work should be avoided if possible. When in cases of emergency, it becomes necessary to work in excess of six and one-half (6.5) [7.0 hours effective September 2011-2012 school year] hours per day and thirty-two and one-half (32.5) [thirty-five (35) effective September 2011-2012 school year] hours per week, the number of hours or part hours are to be reported to the Board Office on the following day using the form provided for this purpose. Accumulated overtime will be taken as time off at a later date at a time mutually agreeable to both parties based upon one and one-half hours off for each hour of overtime accumulated, or be paid on the basis of one and one-half times the employee's regular rate at the election of the employee. Any overtime over twenty-five (25) hours per calendar year for one (1) employee must have prior approval of the Superintendent of Special Education.

b) Additional Hours

Educational Assistants will be required to work an additional two hours per month at straight time for attendance at meetings. The principal has the discretion to determine which meetings the staff members will attend, with reasonable notice.

Effective September 1, 2011, Educational Assistants may be required to work an additional two hours per month at straight time for attendance at meetings. The principal has the discretion to determine which meetings the staff members will attend, with reasonable notice. The employer

agrees that the role of educational assistant is an integral part of the school team and that attendance and input at meetings play an important role in contributing to successful student outcomes.

ARTICLE 11 - SENIORITY

- 11.01 a) Seniority shall mean the length of continuous service with the Rainbow District School Board and its predecessor boards of education. Christmas, March or summer breaks will not be considered a break in service.
- b) Seniority shall accrue during all approved leaves of absence except during a leave where the employee accepts employment elsewhere in which case the seniority date shall be appropriately adjusted.
- 11.02 Service will be considered to have been broken and seniority terminated when an employee:
- a) tenders his/her resignation
 - b) is discharged for cause and such discharge is not reversed through the Grievance or Arbitration procedures
 - c) is laid off and is not recalled within the specified recall period
 - d) following a layoff, subject to the right to refuse recall under Article 12.04(b), fails to return to work within fourteen (14) calendar days after being notified to do so by certified mail, sent to the last address on file with the Board. It is the responsibility of the employee to advise the Board in writing of their current address and telephone number
 - e) is absent from work in excess of three (3) working days without sufficient cause and without notifying the Employer
 - f) engages in gainful employment while on sick leave
 - g) fails to return to work after the completion of a leave of absence granted by the Employer without sufficient cause and without notifying the Employer
 - h) utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- 11.03 When an employee has been absent from work on sick leave, Workplace Safety and Insurance benefits or long-term disability for a period exceeding twenty-four (24) months, his/her position shall be posted on a

permanent basis. If this employee were to return to work, he/she shall exercise his/her rights under the Layoff and Recall provisions of this Agreement.

11.04 Where seniority, as defined in 11.01 is equal, the placement of employees on the seniority list will be determined, at the time of hire, by lot conducted jointly by the parties. The seniority list in place as of December 31, 2006 shall form the basis for future lists and all ties will be deemed to have been determined as per placement on that list.

11.05 Seniority Lists

- a) The Manager of Human Resources will maintain an up-to-date version of the seniority list for the purpose of the Layoff and Recall provisions of the Agreement. An updated list will be produced showing seniority as of October 1st and April 15th and will be distributed to all schools/work locations and the president of the local executive at these times.
- b) The seniority list is made up of:
 - i) only permanent employees, and
 - ii) temporary employees who are in temporary positions greater than six (6) months will be placed on the seniority list.
- c) Seniority earned by temporary employees shall have no application with the Collective Agreement until the temporary employee achieves permanent status without a break in service; whereupon the seniority so earned will have full and normal application.

ARTICLE 12 - JOB POSTINGS, LAYOFF AND RECALL

12.01 In the event of layoffs, a representative of management and a representative of the Union will review staff deployment. Where a layoff occurs outside of the normal redeployment of staff at the end of the school year, the employee to be laid off shall receive one (1) week of notice, or pay in lieu thereof, for each year of service up to a maximum of eight (8) weeks of notice with a minimum notice of three (3) weeks.

12.02 Definitions

- a) Surplus - an employee shall be deemed to be surplus when there is no position available for him/her at his/her present work location or where his/her hours of work are reduced.
- b) Redundancy - Redundant employees shall be those identified in the spring staffing process to be in excess of the Boards' projected staffing requirements for the system for the upcoming school year.

- c) Layoff - An employee shall be deemed laid-off when there is no permanent position available for him/her.
- d) Geographic Areas - For the purposes of 12.10 the Geographic Areas are the work locations within the former Sudbury, Manitoulin and Espanola Boards of Education.
- e) Employees with recall rights - An employee who has been laid off.

12.03 Surplus/Redundancy Process

- a) Where the Board has determined that fewer employees will be required at a particular location, the junior employee at that location will be declared surplus. The junior employee shall be the one declared surplus provided that the remaining senior employees have the knowledge, skill and ability to perform the requirements of the remaining work. If a full-time employee's position is declared half-time surplus, and the employee is not redundant, the employee will be offered the option of remaining in the half-time position or being declared surplus to the school and subject to the provision of the posting process.
- b) By May 1st each year, the Manager of Human Resources or designate shall convene a meeting with three representatives of the Union staffing committee (at no cost to the Union) to inform them of the staffing requirements at each location for the upcoming school year.
- c) As soon as possible following the May 1st meeting referred to in (b) above (but no later than May 15th), the employees declared surplus and redundant shall be notified in person by their principal/supervisor and shall be given, in writing, confirmation from the Human Resources Department of the surplus/redundancy declaration.
- d) Where it is necessary to declare surplus employees at times other than the May 1st staffing process the procedure outlined in Article 12.09 will be followed where displacement of a junior employee is necessary.

12.04 Rebound Rights

- a) Educational assistants declared surplus to their school in May will have rebound rights after the first posting is finalized to the school from which they were declared surplus up to the Friday before school opens in September. Educational assistants who wish to access rebound if available prior to September must advise the Manager of Human Resources/Labour Relations within one week of receiving their surplus notice.
- b) Rebound is allowed to either the same or better hours. A full-time educational assistant who exercises rebound rights to a part-time position continues to hold rebound rights to a full-time position until August 31st. A part-time educational assistant can also rebound to a full-time position

however a part-time educational assistant who rebounds to a part-time position does not have continued rebound rights to a full-time position.

- c) When a vacancy occurs in the educational assistant's former school during the process of 4 postings, educational assistants declared surplus will be offered rebound to their former school. Where there is more than one surplus educational assistant from the school, seniority shall be the determining factor. Should the educational assistant refuse rebound to their former school, the Board will be under no obligation to offer that employee rebound for any future vacancy in that school.
- d) Prior to posting any vacancies in August, the Board will review the list of those with rebound rights and offer rebound to the new vacancies prior to posting the August posting.
- e) After the August posting, the Board will review the list of those with rebound rights and offer rebound where available.

Employees declared redundant and who have recall rights do not qualify for 'rebound rights' to a particular school and will be recalled in seniority order as outlined in the collective agreement.

12.05 Posting Process

- a) Vacant permanent positions available for the following school year will be posted for a period of two school days until a total of four (4) postings have been completed. One additional posting will be posted in August in accordance with Article 12.07.
 - i) The first list of vacancies will be posted prior to the end of May and will be open to all permanent employees in the bargaining unit except those on the redundancy list and those who elected to retain a half-time position in their school rather than being declared surplus.
 - ii) The second posting will be open only to those employees who remain surplus after the first posting.
 - iii) Those surplus employees who do not obtain a position from the second posting will be placed in the remaining available positions of equivalent hours in the same geographic area prior to the third posting. Those surplus who cannot be placed in a position of equivalent hours in the same geographic area will continue to apply for the third and fourth postings.
 - iv) The third and fourth postings will be open to all permanent employees in the bargaining unit except those on the redundancy list.

The posting shall state the nature of the position and the knowledge, skills and ability required. Applications for the job shall be in writing on the Reply to Posting Form and shall be made during the period set out for posting. Principals will interview a minimum of three (3) applicants, in

seniority order, provided there are three (3) or more applicants. If there are less than three (3) applicants, all applicants will be interviewed. Interviews will be conducted within two (2) school days after the posting closes and will notify the successful applicant as soon as possible. Non-surplus employees may only be the successful applicant on one posting per year. Surplus employees may be the successful applicant on two postings per year.

- b) If, after the postings referred to in (a) above, there are still employees previously declared surplus without permanent positions, these employees will be offered, in seniority order, the remaining permanent vacancies provided they have the knowledge, skill and ability to perform the requirements of the position. If the vacancy is within the employee's current geographic area and reflects the same number of hours the surplus employee must take the position or accept layoff.
- c) Any remaining positions will be filled in seniority order by permanent part-time employees or employees with recall rights provided they have the knowledge, skill and the ability to perform the requirements of the position. If there are no employees outlined herein, the Board is free to hire new employees into these positions.
- d) In filling a permanent vacancy the following factors shall be considered:
 - i) Seniority; it is understood that where the factors referred to in ii) and iii) below are relatively equal, then the employee with the greatest seniority shall be appointed;
 - ii) Knowledge, skills and ability to perform the work;
 - iii) Physical fitness to do the job.

The Board shall evaluate factors ii) and iii). Factor ii) shall be considered to include, for the purpose of judging ability, the relevant elements such as skills, experience, knowledge, training and work record with the Board.

- e) The Principal will advise the unsuccessful applicants via e-mail as soon as possible after the position is filled and the right of employees to grieve shall flow from the date on which they are so advised.

12.06 Part-Time Employees

Part-time employees who wish to be considered for full-time positions which arise and which are not required to be posted must advise the Manager of Human Resources or designate and Union President in writing (via e-mail is acceptable) by June 30th of their desire to obtain a full-time position for the following school year. Part-time employees will identify the schools in their geographic area for which they must be considered provided they have the knowledge, skill and ability to perform the requirements of the position. Refusal to accept a full-time position offered will remove the Educational Assistant from consideration for the rest of that school year.

12.07 August Vacancies

- a) Any vacancies for the full school year which arise after completion of the process in 12.05 will be posted on the e-mail posting site on the third Wednesday in August for a period of two (2) business days.
- b) Any resulting vacancies or vacancies which arise after the August posting but prior to the start of the school year will be filled in seniority order by permanent part-time employees or employees with recall rights provided they have the knowledge, skill and ability to perform the requirements of the position. If there are no employees as outlined herein, the Board is free to hire new employees into these positions.

12.08 Vacancies During the School Year

- a) Any full-time vacancies for the full school year which arise during the school year will be offered in seniority order to any permanent part-time employee who has, advised the Manager of Human Resources or designate of his/her desire to obtain a full-time position; then
- b) Any other vacancies which arise during the school year will be filled by the Board on a temporary basis first by employees with recall rights then by casual/temporary employees but not beyond the end of the school year. Such temporary positions will be filled through the staffing process for the following school year if they continue to exist.

12.09 Bumping

If there are still surplus employees after the process in 12.05 above, these surplus employees will displace less senior employees in the following manner and sequence provided they have the knowledge, skill and ability to perform the job:

- 1) The most senior employee, either full-time or part-time, shall displace the most junior full-time employee in his/her current geographic area.
- 2) Where there is no junior full-time employee within his/her current geographic area, he/she shall then displace the most junior full-time employee in the Board.
- 3) Where there is no full-time displacement opportunity under 1) or 2) above, the senior surplus employee shall then displace the most junior employee in his/her geographic area.
- 4) Where there is no junior part-time employee within his/her geographic area then the senior surplus employee shall displace the most junior employee in the Board.

- 5) It is understood that a surplus employee shall have the right to waive the applications of 1, 2, 3 or 4 of this article and either proceed to the next step of the displacement sequence or accept a layoff and be placed on the list of employees awaiting recall.

12.10 Recall

- a) Employees who are laid off shall have recall rights for a period of thirty-six (36) months from the date of lay-off provided that the senior employee has the knowledge, skill and ability to perform the available job. No new employee shall be hired from outside of the bargaining unit before all employees on the recall list have been placed provided that an employee on the recall list has the knowledge, skill and ability to perform the available job.
- b) Refusal of an employee to accept recall to a permanent position which is equivalent in hours as the position from which the employee was laid off and which is within the geographic area from which their recall rights originate, will result in termination and loss of recall rights.
- c) Where more than one vacancy exists at the time of recall for which employees on the recall list are qualified, the employees, in order of seniority, shall be offered an opportunity to choose the vacancy to accept for recall.
- d) Communications to employees on lay-off concerning recalls will be given verbally by the Manager of Human Resources or designate to the last known telephone number of the employee according to the records of the Employer. The Employer will make three (3) attempts to contact the employee within a twenty-four (24) hour period.
- e) Where an employee fails to respond to a verbal recall notice, the position will be offered in seniority order to the other laid off employees until all laid off employees have been contacted.

12.11 Program Relocation

Where the employer finds it necessary to relocate a program from one school to another, the incumbent employee shall be offered the opportunity to move with the program provided the position continues to exist at the new location.

12.12 School Closures

Educational assistants on the staff of a school being closed will become part of the staff complement of the receiving school. If there is more than one receiving school, educational assistants will be assigned by the Board to the receiving schools based on the anticipated movement of students.

Should there be a surplus of educational assistants at the receiving school, the surplus/redundancy provisions of the collective agreement will apply.

ARTICLE 13 – CASUAL AND TEMPORARY EMPLOYEES

13.01 Casual Employees

Casual employees are those hired to replace permanent employees who are absent from work for periods not to exceed 2 consecutive months or to fill a special non-recurring task not to exceed 2 consecutive months. Where a casual assignment exceeds 2 consecutive months, the status of the casual employee shall change to temporary employee and credit accrual for both seniority and sick leave shall be back-dated to the start of the casual assignment.

13.02 Temporary Employees

- a) Temporary employees are those hired to:
 - i) replace a permanent employee who is off work on an approved leave of absence, in receipt of compensation, on sick leave or on long term disability for a period exceeding 2 consecutive months in the same position; or to
 - ii) fill a vacancy exceeding 2 consecutive months which occurs after the start of the school year; or to
 - iii) fill a vacancy which is funded by a third party which would not otherwise be considered to be bargaining unit work.
- b) The release or discharge of temporary employees during or at the end of the term or project shall not be the subject of a grievance or arbitration and the expiry of a project shall not be deemed to be a layoff under this Collective Agreement.
- c) A temporary employee who is hired into a permanent position without interruption of service shall be credited as of the date of the permanent position with the seniority and service accrued during

his/her period of temporary employment and shall be placed on the salary scale at a level which recognizes the accumulated continuous service. It is understood however, that such an employee shall be subject to the full probationary period in the permanent position. Effective September 1, 2003, a period of 20 school days or less shall not be deemed an interruption of service.

- d) Except as specifically provided in this agreement, temporary employees shall have all other rights as outlined in the Collective Agreement under which they are employed.
- e) Temporary employees are entitled to sick leave in accordance with Article 21.01b).

ARTICLE 14 - UNION DUES DEDUCTION

- 14.01 The Board shall check off Union dues from the wages of all bargaining unit employees and this amount shall be forwarded to the Accounting Department at OPSEU's head office in Toronto, Ontario, by the fifteenth (15th) of the month following the month in which deductions were made.
- 14.02 Dues deductions shall be in the amounts as shall, from time to time, be prescribed by the First Vice-President Treasurer of the Union by letter to the Board.
- 14.03 The Board shall, when remitting such monies, provide the names, social insurance numbers, addresses and amounts so paid of each of the employees from whose pay the deductions were so made.
- 14.04 The Union agrees to indemnify and save the Board harmless from any liability arising out of the operation of this Article.
- 14.05 The Board agrees to report total annual Union dues deducted on T-4 slips.
- 14.06 The Board agrees to advise the Union regional office as soon as possible when an Educational Assistant is newly hired, providing the employee's name, position filled, job posting number and the qualifications held by the employee.
- 14.07 The Board agrees to provide the OPSEU Staff Representative and the president of Local 614, by electronic file, a list of all OPSEU members showing their home address, phone number and work location. The list will be forwarded each year by September 30th. Updates to the document will be forwarded on request but not more than twice annually.

ARTICLE 15 – UNION REPRESENTATION

- 15.01 The parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Union if he/she wishes to do so and may refrain from becoming a member if he/she so desires.
- 15.02 The Employer shall recognize a Union Staff Representative who may be assigned to assist these employees in the discharge of their duties. The Board recognizes the right of the Union to represent a member at any disciplinary meeting where the conduct or performance of the member is being considered.
- 15.03 The Union shall provide the Employer with an up-to-date list of the names, office and jurisdiction held by each employee acting pursuant to this article, and only those thus named shall be recognized by the Employer.
- Stewards will normally deal with matters arising in their area of jurisdiction. If the Steward for an area is unavailable, the alternate steward, as designated in writing by the Union, may be excused by his/her supervisor to deal with the matter.
- 15.04 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.
- 15.05 Employee Relations Committee
A committee consisting of three (3) representatives of the Union and three (3) persons representing the Board may meet at the request of either party three (3) times a year, at no cost to the Union, to discuss matters of mutual concern. Requests for meetings must be submitted through the Manager of Human Resources. Special meetings may be called for the purpose of discussing matters of urgent concern.
- 15.06 It is recognized that stewards are employed to perform assigned work for the Employer. No steward shall leave his/her work during working hours without first obtaining permission of his/her supervisor which shall not be reasonably with-held. The steward must report back to the authorizing person upon completion of the duties for which leave has been granted. All time taken by Union representatives for Union activities shall be without loss of pay. The Union will reimburse the Employer for the full salary paid to any committee member or steward on leave for Union business. Requests for leave must be submitted on the approved leave form and submitted to Human Resources.

15.07 Negotiating Committee

The Employer recognizes the Union Negotiating Committee comprised of three (3) members and the OPSEU Staff Representative. Where possible, meetings will be scheduled outside working hours. The Union will reimburse the Board for the cost of a casual replacement.

15.08 Leave of Absence for Local Union Business

Upon two (2) weeks' written notice from the Union, except in cases of emergency, the employer shall grant a leave of absence to employees appointed by the Union to attend Union functions for an aggregate of sixty (60) days in a school year (excluding meetings of the Employee Relations Committee and the Negotiating Committee for meetings with the Board) providing the granting of such leave does not unduly interfere with the efficiency of operations. These leaves shall be limited to ten (10) days per school year for any employee except the members of the local union executive and limited to no more than two (2) employees per school at any one time. The Union shall reimburse the Board for the full salaries paid to employees taking leave under this provision.

15.09 Union Leave for Elected Officials

- a) When an employee is elected as the Union's President or First Vice-President (provincially), the Union shall, immediately following such election, advise the Employer of the name of the employee so elected. A leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. When the employee returns at the conclusion of the leave of absence, he/she shall be offered an available vacancy within the classification that he/she held prior to the leave. If no vacancy exists, the procedure of Article 12 shall apply as required.
- b) Where an employee is elected or appointed as an Executive Board Member or Executive Officer of OPSEU, such employee shall be granted a leave of absence with pay and benefits to exercise the duties of such appointment, provided that the employee gives the Employer at least two (2) weeks' written notice, and such leave shall be restricted to one (1) employee at any one time.
- c) The Union shall reimburse the Employer the amounts paid on behalf of employees under this article.

ARTICLE 16 - COMPLAINT AND GRIEVANCE PROCEDURE

16.01 It is understood that any of the time limits referred to in this article may be extended by mutual agreement.

16.02 Complaints

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he/she has first given the Board opportunity of adjusting his/her complaint. If an employee has a complaint which he/she wishes to discuss, he/she shall take the matter up with his/her immediate supervisor within ten (10) working days after circumstances giving rise to the complaint have originated or occurred. The immediate supervisor shall reply within seven (7) working days after the complaint has been heard.

16.03 If the employee's complaint is not settled under 16.02 above, it may be taken up as a grievance within five (5) working days following the supervisor's decision in the following manner and sequence:

STEP 1

The employee may present his/her alleged grievance to his/her immediate supervisor. The grievance shall be in writing on the board's grievance form and shall include the nature of the grievance and where possible, the article(s) of the collective agreement alleged to be violated and the remedy sought. The supervisor shall deliver his/her decision in writing within five (5) working days following the presentation of the grievance to him/her.

STEP 2

If the employee's complaint is not settled at Step 1, it may be submitted within five (5) working days following the written decision of the supervisor to the Manager of Human Resources who shall consider it within ten (10) school days in the presence of the person or persons presenting same and the employee's immediate supervisor. The Manager of Human Resources shall render his/her decision in writing within ten (10) working days following the meeting. Should no settlement satisfactory to the employee concerned be reached within ten (10) working days following the meeting, the next step in the grievance procedure may be taken at any time within five (5) working days thereafter.

It is understood that either party may have such counsel and assistance as he/she may desire at any such meeting.

STEP 3

The aggrieved employee may submit his/her grievance in writing to the Director of Education (or designate). The Director (or designate) will meet with the grievor and the Union steward to discuss the matter within ten (10) working days of the reference to Step 3 and the Director (or designate) shall give a written decision within five (5) working days following the meeting. If the decision of the Director (or designate) is not forthcoming or is not satisfactory to the employee concerned, the Union may request within five (5) working days following the meeting with the Director (or designate), but not later, to have the grievance arbitrated.

It is understood that either party may have such counsel and assistance as he/she may desire at any such meeting.

16.04 Dismissal Grievance

An employee who has completed his/her probationary period and believes that he/she has been dismissed without just cause may submit a grievance directly to Step 2 within five (5) working days of receiving his/her letter of dismissal. Such grievance may be settled by confirming the Board's action, or by reinstating the employee with full, partial or no compensation and seniority, or by any other arrangement which is deemed just and equitable.

16.05 Group Grievances

When it is alleged that the Board has misinterpreted the Agreement and such misinterpretation if applied and/or carried out would affect two (2) or more employees to the same extent or in the same manner, a grievance on behalf of all affected employees may be submitted directly at Step 2 within five (5) working days of the occurrence.

16.06 Policy Grievance

Any difference (hereinafter called a direct difference) arising directly between the Board and the Union as to the interpretation, application, administration or alleged violation of this agreement, instead of following the procedures set out in Section 16.03, shall be submitted in writing within fifteen (15) working days of the occurrence of such incident by the grieving party to the Manager of Human Resources or designate.

The written notice shall specify the nature of the grievance, the remedy sought, and the provisions of the agreement alleged to be violated. There shall be a discussion of such grievance between the officers of the Local Union and representatives of the Board. If the parties are unable to

resolve said grievance, it may then be referred to arbitration by either party within twenty-one (21) working days of the meeting.

ARTICLE 17 - ARBITRATION

- 17.01 Both parties to this Agreement agree that any dispute or grievance concerning discipline or discharge or the interpretation or alleged violation of this Agreement, including a dispute over whether any matter is arbitrable, which has been properly carried through all the steps of the grievance procedure, will be referred to a sole arbitrator at the request in writing of either of the parties hereto.
- 17.02 When either party requests that any matter be submitted to arbitration as herein before provided, it shall make such request, in writing, addressed to the other party to this Agreement. The parties shall attempt to select an arbitrator by agreement. If they are unable to agree within a period of five (5) working days of the notice to arbitrate, then the party initiating arbitration shall make application to the Labour-Management Arbitration Commission for the appointment of a sole arbitrator.
- 17.03 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to, or amend any part of this Agreement.
- 17.04 Both parties shall jointly and equally bear the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.
- 17.05 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE 18 - NO STRIKE / NO LOCKOUT

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

ARTICLE 19 - LUNCH PERIODS

- 19.01 a) Educational Assistants shall be entitled to a minimum unpaid lunch period of one-half (1/2)-hour during which they shall be free from responsibility for students.
- b) An employee and his/her Principal may agree to extend the half-hour unpaid lunch period by adding to it either one or both of the fifteen (15)-

minute rest periods to which the employee is entitled under 19.02. Such agreement shall be reduced to writing and signed by both the employee and the Principal and copies shall be forwarded to the Superintendent of Schools with responsibility of Special Education and the Union.

19.02 Rest Periods

Each full-time educational assistant shall be entitled to a fifteen (15) minute paid rest period in each half of the school day. Each half-time educational assistant will be entitled to one fifteen minute paid rest period.

ARTICLE 20 – CONTRACTING OUT

20.01 The Parties hereto agree that for the term of this Collective Agreement there shall be no contracting out by the Board of the work or services of a kind now performed by the employees herein represented.

Educational assistants will not have their hours of work changed or reduced owing to the use of students or volunteers in the workplace.

ARTICLE 21 - LEAVE PLANS

21.01 Cumulative Sick Leave Plan

- a) i) Every full-time employee who is actively at work on the first work day in September shall be credited with twenty (20) days sick leave to be used for illness of the employee. Sick leave is not to be used for any other purpose.
 - ii) Part-time employees will receive sick leave credits prorated to the percentage employed in relation to a full-time employee.
 - iii) Employees who commence a leave of absence/LTD after the September allocation has been granted will have their sick leave balance adjusted to reduce two (2) days per month from the twenty (20) day allocation for each month of absence (up to a maximum of twenty (20) day deduction).
 - iv) An employee on leave of absence, sick leave or WSIB on the first work day in September will be credited with pro-rated sick leave upon his/her return to work based on 2 days for each full month in the remainder of the school year.
- b) Temporary employees shall receive sick leave credits of two (2) days per month beginning in the fourth month and cumulative for the period of the

temporary assignment only. Temporary educational assistants are not covered by any of the other provisions of Article 21 except (c).

- c)
 - i) When an employee is absent from duty for reasons of illness for a period of five (5) or more consecutive days, the employee shall submit a certificate from a qualified medical/dental practitioner certifying the inability to attend to his/her duties due to illness. The certificate must be obtained during the period of illness and must be forwarded to the immediate supervisor no later than ten (10) days from the start of the absence or on the employees return to work if the absence is less than 10 days. Failure to provide medical evidence of illness could result in non-payment of sick leave benefits until medical documentation acceptable to the Board is received.
 - ii) Notwithstanding subparagraph (i), where there is probable cause, the Board may require an employee to submit the certificate for a period of absence of less than five (5) consecutive days. Where the Board requests a certificate for a period less than five (5) days the Board will reimburse the employee for any payment the employee made to the medical practitioner for the purpose of obtaining the certificate.
- d) 100% of the unused portion of sick leave credits shall accumulate to a maximum of 240 days. Those employees who have accumulated more than 240 days as of January 1, 2004, shall have their accumulation of sick leave credits capped at the higher value. If through usage the number of sick leave credits fall under 240 days, the maximum accumulation shall subsequently be capped at 240 days.
- e) Where an employee is covered by the Long Term Disability (LTD) Plan the use of sick leave credits shall be limited to the 120 day elimination period provided in the Long Term Disability Policy.

Where the processing of an employee's claim for LTD benefits has been delayed beyond the 120 day elimination period and the employee is in no way responsible for the delay, the Board will continue to pay the employee out of his/her accumulated sick leave credits until the employee receives benefits from the LTD Plan. Upon receiving benefits from the LTD Plan, the employee will reimburse the Board the amount of salary received beyond the 120 day elimination period for which the employee has also received benefits under the LTD Plan. The number of days that are reimbursed to the Board will be restored to the employee's accumulated sick leave account

LEAVE OF ABSENCE

The Board may grant leave of absence to permanent employees by written request on the Board's Application for Leave of Absence form in the following cases:

a) Witness and Jury Leave

When an eligible employee is required to be absent because of jury duty or when subpoenaed to court provided he/she is not a party to the action, he/she shall be subject to neither loss of pay nor deductions from sick leave credit.

b) Bereavement Leave

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

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

c) Professional Leave

When an eligible employee is required to be absent for professional purposes approved by the Superintendent of Special Education, the necessary time will be provided without loss of pay or deduction from sick leave credit. Professional purposes may include conferences or professional development.

d) Leave for Family/Personal Reasons

i) Permanent employees shall be granted up to six (6) half-days off with pay per school year for family/personal reasons with the prior approval of the immediate supervisor. Such

half-days may be taken, individually or in combination and may be used in combination with bereavement leave.

- ii) Leave for family/personal reasons will be granted to attend to matters which require the employee's attendance and which cannot be scheduled outside the normal work day.

e) Leave for Examinations

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

f) Convocation

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

- g) Early leaving/late returning to and from holidays will not be granted. However, where unavoidable developments occur in returning a normal day's pay will be deducted for each day of absence.

h) General Leave

Requests for general leave for up to one (1) year at a time, without pay or benefits, will be considered on an individual basis for permanent employees by the Manager of Human Resources. Except for extenuating circumstances, the written request for leave shall be submitted two (2) months prior to the date the leave is to commence. An extension for a general leave may be considered upon written request to the Manager of Human Resources three (3) months before the leave is scheduled to end but shall not be extended beyond two (2) years of absence. Upon completion of the leave, the employee will be returned to his/her former school if such position exists. If such position does not exist, upon return of the employee from leave, Article 12 shall apply.

i) It is understood that approval for all of the leaves of absence under this article shall not be unreasonably denied.

j) Quarantine

When a permanent employee is quarantined under the direction of the Medical Officer of Health, he/she shall be subject to neither loss of pay nor deductions from sick leave.

k) Family Medical Leave

Employees will be granted this leave in accordance with the *Employment Standards Act (E.S.A.)*.

l) Emergency Leave

Employees will be granted this leave in accordance with the *Employment Standards Act (E.S.A.)*.

21.03 PREGNANCY AND PARENTAL LEAVE

a) Employees shall be entitled to Pregnancy, Adoption and Parental Leave in accordance with the terms of the *Employment Standards Act*.

b) At the request of the employee to the Manager of Human Resources three (3) months before the leave is scheduled to end, the employee may apply for a general leave of absence for up to one year to extend the period of pregnancy/parental leave.

c) The duration of Pregnancy, Adoption and Parental Leave will be in accordance with the *Employment Standards Act* in effect January 2001. The requirement for Employer paid benefits during the statutory period of leave will be in accordance with the *Employment Standards Act* in effect at the time of leave.

d) SEB-Plan

During the two-week Employment Insurance waiting period, an employee shall be paid an amount equivalent to the benefit provided under the *Employment Insurance Commission Act* providing:

- a) the two week waiting period falls during normal work days and commences on or before the date the baby is born. If the Employment Insurance (E.I.) waiting period is served at a later date during the pregnancy leave as a result of an existing Employment Insurance (E.I.) claim being open at the start of the pregnancy leave, the employee will still qualify for the 2 week SEB; or
- b) the employee is entitled to pregnancy leave under the relevant provisions of the *Employment Standards Act*, or
- c) the employee is adopting a child and is entitled to parental leave under the relevant provisions of the *Employment Standards Act*, except that only one employee of the Board shall be entitled to any SEB payment for the adoption of the same child.
- d) The employee is not receiving sick leave during the two (2) week waiting period.

21.04 PATERNITY LEAVE

- a) The Board shall grant Paternity Leave in order that an employee may assist or be present at the birth of his child.
- b) Such leave shall be up to two (2) days in duration and shall be without pay and without deduction from sick leave, or the employee may use personal reasons outlined in 21.02(d), not to exceed the maximum number of days provided.
- c) Should complications arise, additional leave may be granted by mutual consent of the parties concerned.

21.05 REIMBURSEMENT OF COURSE FEES

The Board will reimburse permanent employees who have successfully completed additional courses on the following basis:

- a) For approved courses involving improvement of working skills required on the job - 100% of course fee to a maximum of \$450 in any one (1) calendar year.
- b) For credit courses leading towards a university degree or a second community college certificate - 75% of course fee to a maximum of \$450 in any one (1) calendar year.
- c) Approval for the reimbursement of course fees must be obtained from the Manager of Human Resources prior to taking the course.

21.06 Absence due to Compensable Accident

- a) In cases where the absence is due to an accident compensable under the *Workplace Safety and Insurance Act* or covered by any other type of accident insurance, the premiums for which are paid by the Board, the period of absence charged against the sick leave credits shall be reduced to give effect only to the proportion of salary paid by the Board.
- b) In the event that an employee is receiving payment under the Long Term Disability Plan, and the employee's sick leave credits have not been exhausted, the Board will pay the difference between the employee's regular salary and the amount received under the Long Term Disability Plan.

In such cases the period of absence charged against the sick leave credit shall be reduced to give effect to only the proportion of salary paid by the Board.

ARTICLE 22 - PRINTING OF BOOKLETS

- 22.01 The Union and the Board desire every employee to be familiar with the provisions of this Agreement. For this reason, the Board shall print sufficient copies of the Agreement within thirty (30) days of signing, for distribution by the Board to the members of OPSEU Educational Assistants. Each new employee will receive a copy of this Agreement at the time of hiring. The cost of printing the Collective Agreement will be equally shared by both the Union and the Board.

ARTICLE 23 - STAFFING AT GATCHELL SCHOOL

23.01 Where Educational Assistants are allocated to Gatchell School, there shall be at least one of each gender to provide supervision in gender-segregated facilities. It is understood that this Article remains applicable only so long as the Employer cannot reasonably accommodate its service requirements without sex specific staffing.

ARTICLE 24 - SALARY

24.01 Effective January 1, 2009:

Year 1	Year 2	Year 3	Year 4	Year 5	Maximum
19.67	20.56	21.49	22.36	23.02	24.18

Effective January 1, 2010:

Year 1	Year 2	Year 3	Year 4	Year 5	Maximum
20.26	21.18	22.13	23.03	23.71	24.91

Effective January 1, 2011:

Year 1	Year 2	Year 3	Year 4	Year 5	Maximum
20.87	21.82	22.79	23.72	24.42	25.66

Effective January 1, 2012

Year 1	Year 2	Year 3	Year 4	Year 5	Maximum
21.50	22.47	23.47	24.43	25.15	26.43

Casual/temporary employees will be paid at Year 1 on the salary schedule plus 4% vacation pay.

24.02 Method of Payment

All employees will be paid bi-weekly by direct deposit in the bank of their choice.

24.03 Advancement on Salary Scale

All newly hired permanent employees will be hired at Year 1 on the salary schedule unless continuous service has been granted under Article 13.02 (c). Advancement to the next level will be after the completion of 12 months of

active service from the date of hire and on the completion of each 12 months of service thereafter until the maximum salary is achieved. No service will be credited during periods of leave of absence in excess of 30 continuous calendar days (except the statutory period of pregnancy leave), periods while laid off or while off work in receipt of LTD, or periods while in receipt of WSIB in excess of 20 consecutive calendar days. For the calculation of 12 months of service for salary purposes the Christmas, March and summer breaks will not constitute a break in service.

ARTICLE 25 – BENEFIT PLANS

25.01 The Board is not the insurer of the employee benefits. The terms of the carrier's contract shall prevail at all times. The Board agrees to contribute on the following basis to the various benefits for participating eligible permanent employees in the active employ of the Board under the plans set out below subject to the insurers' respective terms and conditions including any enrolment requirements while an employee is receiving regular salary or paid sick leave from the Board.

- a) Extended Health Care Plan 90%
 - \$8.00 cap on dispensing fee paid by the plan
 - prescription/generic drug plan
 - vision care every two years (\$300) (\$325 effective January 1, 2009)
 - hearing aid benefit plan (\$300) every 5 years
 - semi-private

- b) Dental Plan 90%
 - Level 1 and II – 2006 ODA
 - (9 month recall for members of dependents over 18 years of age)
 - 2007 ODA Fee Schedule effective January 1, 2009
 - 2008 ODA Fee Schedule effective January 1, 2010
 - 2009 ODA Fee Schedule effective January 1, 2011
 - 2010 ODA Fee Schedule effective January 1, 2012

- c) Life Insurance - Group and A.D.&D. Insurance 90%
 - 2x's salary

- d) (\$5,000) Spousal Life Insurance 90%
 - (\$5,000) Dependent Life Insurance

- e) Long Term Disability

The Board will assume the cost of administering a Long Term Disability Plan with 100% of the premiums to be paid by the employee. The Board is not the policy holder of the Long Term Disability Contract nor will the

Board be liable should a claim for LTD be denied. Participation in the LTD Plan will be at the sole discretion of the employee subject to the carrier's requirements for enrolment.

f) Optional Life Insurance

In addition to the basic Group Insurance Plan, each Educational Assistant will be entitled to purchase further \$25,000 units of insurance to a maximum of \$200,000 of insurance, providing the requirements of the insurance carrier are satisfied. The Board will assume the cost of administering this optional coverage, and the Educational Assistant will pay the cost of the premiums.

- g) Enrolment in the Group Life A.D. & D. Plan is compulsory for all new full-time employees.
- h) Employees retiring prior to age 65 may continue in the Board's plan under a) b) c) and d) until the end of the month following their 65th birthday providing they pay to the Board in advance full premium cost. Group life insurance under this provision will be 50% of the face amount of insurance prior to retirement and the rate to be paid by the retiree will be the group rate charged by the carrier. Optional Life Insurance with the Board will cease at retirement.
- i) Spouses of deceased Board employees may remain in the Board's EHC and Dental Plan for a period up to two (2) years according to the insurer's regulations providing they remit to the Board in advance the full premium cost of the benefits maintained.
- j) The Board shall provide the Union with a copy of all master agreements covering all benefit plans applicable to employees covered by this agreement and shall provide the Union with copies of any changes in the insurer's respective terms and conditions of such plans.
- k) i) Effective September 1, 2007, temporary educational assistants and redundant educational assistants in temporary assignments will receive a per diem allowance in lieu of benefits commencing two months after the start of the assignment and continuing for the duration of the temporary assignment but not beyond the end of the school year.
- ii) Those educational assistants who qualify for benefits and who continue in a different long-term assignment will continue to receive a per diem allowance in lieu of benefits provided there was no break in service exceeding five (5) school days between the two

assignments. The entitlement to the per diem allowance does not go beyond the end of the school year.

The per diem allowance will be set each September based on the monthly cost of the extended health and dental benefit premiums of the educational assistants' group as follows: (90% of monthly premium for family coverage x 10 months/193 school days).

25.02 A four (4) member Fringe Benefit sub-committee consisting of two representatives, each of the Board and the Union will meet upon the request of either party to review the cost and specifications of existing plans (or alternatives) and to make recommendations to the Board and the Educational Assistants.

25.03 ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

- a) Enrolment in OMERS is compulsory for all full-time employees [thirteen (13) hours or more].
- b) The Board will match the employees' contributions.

ARTICLE 26 - VACATIONS

26.01 a) VACATION PERIOD - JULY 1ST TO JUNE 30TH YEAR FOLLOWING

Permanent employees who have completed the following years of service with the Board or its predecessors shall be granted annual vacations with pay according to the following schedule:

VACATION ENTITLEMENT

Less than one (1) year's service 5/6 of a day for each month or major fraction thereof of service prior to June 30th but not exceeding (10) ten working days:

Years of Service as of
June 30th of each year

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

- b) i) Years of service for the purpose of annual vacation entitlement and for additional vacation entitlement under a) above shall include all periods of paid employment, all unpaid leaves of up to one (1) month, all periods while in receipt of sick leave, all period while on statutory pregnancy/parental leave.
- ii) Years of service for the purpose of entitlement to vacation with pay shall exclude all unpaid leaves, statutory period of pregnancy/parental, all periods of unpaid sick leave, and all periods

while laid off with recall rights. Paid vacation in any year where service is less than full will be pro-rated.

- iii) The Christmas, March and summer breaks will not constitute a break in service for the purpose of calculating vacation entitlement.

It is acknowledged by the parties hereto that employees will be on vacation during the school Christmas Break and the school Spring Break in each year of the agreement. Any remaining vacation will be paid as vacation pay effective May 31st. The pay will be calculated and included on the first regular pay in June.

26.02 Casual and temporary employees' will receive 4% vacation pay on each cheque and are not eligible for vacation with pay.

26.03 An employee leaving the service of the Board at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to vacation with pay pro-rated in accordance with the provisions of the article.

26.04 One (1) day of regular vacation may be designated as a floating day to be used at the discretion of the employee, subject to the approval of the immediate supervisor, with prior notice of two (2) weeks. This day may not normally be used beyond April 30th, however, should an educational assistant wish to schedule the one (1) day during May or June the principal and Human Resources Manager must be advised prior to April 30th. If the day is scheduled and approved the employee cannot cancel the usage or the vacation pay for that day will be forfeited.

ARTICLE 27 - STATUTORY HOLIDAYS

27.01 All permanent employees and temporary employees who have been employed continuously for at least one (1) month immediately preceding the holiday shall be paid a regular day's pay for each of the following days provided that the employee has worked his/her regularly scheduled day of work immediately preceding and his/her regularly scheduled day of work immediately following the holiday:

New Year's Day
Good Friday
Easter Monday
Christmas Day
Boxing Day
Family Day

Labour Day
Thanksgiving Day
Victoria Day
Canada Day
Remembrance Day (except for
temporary)

- a) Should New Year's Day, Canada Day, Christmas Day or Boxing Day fall on a Saturday or a Sunday, employees shall be granted a day off in lieu thereof.
- b) In place of Remembrance Day, which is not a school holiday, permanent employees may substitute a day off with pay at a time mutually agreeable to both the employee and the Board but in no case later than April 30th.

27.02 In the event that a paid holiday falls within the employee's regular vacation period, he/she shall not be required to schedule vacation on the paid holiday.

ARTICLE 28 – RETIREMENT GRATUITY

28.01 a) Eligibility

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

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

b) Calculation

Fifty percent (50%) of the number of the employee's days of accumulated sick leave at retirement date, multiplied by the employee's per diem salary rate at the time of retirement. An employee who reduces from full time to part time in his/her final year of employment will be deemed to have worked full time for the purpose of retirement gratuity.

The maximum retirement gratuity shall not exceed six months salary.

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

ARTICLE 29 - SUPERVISION

Principals will make every effort to ensure that the supervision duties assigned to educational assistants are reasonable.

Dated at Sudbury this 28th day of November 2008.

SIGNED AND AGREED ON BEHALF OF RAINBOW DISTRICT SCHOOL BOARD:

Chairperson

Director of Education

**SIGNED AND AGREED ON BEHALF OF THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION LOCAL 614:**

Staff Representative

President Local 614

Representative

Representative

Representative

Letter of Understanding

Between

Rainbow District School Board

and

OPSEU Local 614

Subject: Professional Development Allocation

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

Date at Sudbury, Ontario this 4th day of November, 2008.

For Rainbow District School Board:

For OPSEU Local 614:

Letter of Understanding

Between

Rainbow District School Board

and

OPSEU Local 614

Subject: Staffing Funding Enhancement for 2011-12

Whereas the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2011-12 the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% and the Special Education Per Pupil Amount (SEPPA) in the GSN as follows: JK to Grade 3 benchmark: \$86.55; Grade 4 to Grade 8 benchmark: \$66.62; Secondary benchmark: \$41.09;

Whereas the Government will require that this funding enhancement be used, in 2011-12, in the manner described below;

Subject to the above, in 2011-12, the Board will apply this enhanced funding, up to the value of the Board's share, as follows:

- Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Education Assistant from 193 to 194;
- To recall in 2011/12 any educational assistant laid off after September 1, 2008 as a result of declining enrolment;
- Increase the number of hours worked by Education Assistants up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement.

The use of incremental hours for Education Assistants must include scheduled supervision of students or after-school homework support. Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this collective agreement.

Principals shall have the flexibility to assign these hours in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistants' working conditions.

Date at Sudbury, Ontario this 4th day of November, 2008.

For Rainbow District School Board,

For OPSEU Local 614,

Letter of Understanding

Between

Rainbow District School Board

and

OPSEU Local 614

Subject: Enhancements Arising from Other Education Support Workers PDT Agreements

The Government has made a commitment that School Boards and Local unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Association and OPSEU have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

Date at Sudbury, Ontario this 4th day of November, 2008.

For Rainbow District School Board,

For OPSEU Local 614,

Letter of Understanding

Between

Rainbow District School Board

and

OPSEU Local 614

Subject: Benefits Improvements PDT Agreement

In accordance with the terms of the Provincial Discussion Table (PDT) for the 2008-2012 Collective Agreement, the Rainbow District School Board and OPSEU Local 614, will meet prior to October 31, 2009 to review and apply the Additional Enhancement Monies for the enhancement of benefits to be effective September 1, 2010.

Date at Sudbury, Ontario this 4th day of November, 2008.

For Rainbow District School Board,

For OPSEU Local 614,

