

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, 2008

to

August 31, 2012

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
54	Adverse Weather Conditions	38 - 39
63	Amendments	45
49	Benefits	36 - 37
61	Casual/Supply Employee	42 - 43
12	Collective Agreement	5
10	Communications	4 - 5
38	Contracting Out	27
59	Criminal Background Checks	41
26	Deferred Salary Leave Plan	16 - 18
55	Definitions	39 - 40
6	Discipline and Discharge	3
64	Duration and Renewal	45
32	Educational Assistant Supply Pool	24
28	E.I. Rebate	19
22	E.I. SUB Plan	14 - 15
23	Extended Pregnancy/Parental Leave	15
33	Filling of Permanent Vacancies from the Supply Pool	24
1	General Purpose	1
58	General Terms	41
56	General Working Conditions	40
13	Grievance and Arbitration	5 - 8
42	Health and Safety	29
34	Hours of Work	25
36	Job Descriptions	26
37	Job Security	26
11	Labour-Management Committee	5
45	Layoff and Recall	31 - 34
14	Leaves of Absence	8 - 9
18	Leaves General	11
62	Long Term Temporary Employee	43 - 45
5	Management Rights	3
60	Medication and Medical Procedures	41 - 42
7	No Discrimination	3
35	Overtime	26
19	Paternity Leave	11 - 12
50	Pay Schedule	37
48	Pension Plan	35
16	Personal Leave of Absence	9 - 10
8	Personnel / H.R. Files	4
29	Persons/Positions Outside the Bargaining Unit	19
30	Position Staffing	19 - 23
43	Probationary Period	29 - 30
51	Professional Development	37
15	Quarantine Leave	9

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
2	Recognition	1
39	Recognized Paid Holidays	27
53	School Discipline	38
44	Seniority	30 - 31
27	Sick Leave	18 - 19
57	Staff Meetings	41
21	Statutory Parental Leave	13 - 14
20	Statutory Pregnancy Leave	12 - 13
9	Strike and Lock Out	4
52	Training & Tuition	38
31	Transfer Requests	23
41	Travel Allowance	28
17	Union Leave	10 - 11
3	Union Membership	1
4	Union Rights	1 - 2
46	Use of Co-op Students	34
47	Use of Volunteers	35
40	Vacations with Pay	27 - 28
24	W.S.I.B. / L.T.D. Absences	15 - 16
25	W.S.I.B. Supplement	16
	Schedule A - Salary and Grade Levels	46
	Letters of Agreement/Understanding	
	- Hours of Work	47
	- Coaching	48
	- LTD Insurance	49
	- Supervision	50
	- Increased Hours	51
	- Professional Development for Support Workers	52
	- Pay Equity	53
	- Funding Enhancements for Benefits	54
	- Overtime	55
	- Benefits – Cost Containment	56
	- Attendance Management	57
	- Additional Accommodations	58
	- Labour Management Committee	59
	- Storage of Personal Items	60
	- Recruitment and Hiring	61
	- Process for Placement into Long Term	
	Temporary Vacancies	62
	Appendix 1 - Supplemental Employee Benefits (SUB) Plan	63



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

4.02    The Union dues deducted in Article 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 treasurer, 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:

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 are deducted
- e) the period of work for which Union dues are submitted

For the Bargaining Unit

- a) surname and first name
- b) amount of Union dues deducted
- c) amount of salary or wages on which dues are deducted
- d) the period of work for which Union 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    a) The Board shall forward electronically to the Union as soon as practicable, a copy of each new Member's hire letter.  
b) The Board shall provide the Bargaining Unit President with a list of all members' name, home addresses, and phone numbers when requested in writing to the Human Resources Department to a maximum of three (3) requests per school year.

4.05    The Employee shall forward electronically to the Union copies of correspondence relating to promotion, demotion, transfer, layoff, recall, leaves, discipline, on review, suspension of employment. Such information shall be forwarded to the Union as soon as practicable.

4.06    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

4.07    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.

4.08    All committee members shall be employees of the Board.



## **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 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.
- c) Upon prior arrangement with the Human Resources Department, the Bargaining Unit President shall have the right to access and/or copy information contained in the member's personnel file upon production of a signed release form providing permission for such access from the member. The Board shall be reimbursed by the Union for the replacement cost of the Bargaining Unit President.
- 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. In addition, each work site shall have a mail receptacle accessible to all casual/supply 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.

**Article 10                    Communications, continued**

- d) Should the bargaining unit use school fax or photocopy equipment suitable arrangements will be made to cover the cost of supplies used.
- 10.02      All correspondence between the parties shall pass between the Board's Director - Human Resources or his/her designate 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 four (4) members appointed by the Employer and four (4) members appointed by the Bargaining Unit. The number of representatives on the Labour Management Committee may be increased or decreased in an equal amount by mutual consent of the parties
- 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 400 Collective Agreements shall be shared equally by the Board and the Bargaining Unit.  
              (b) Notwithstanding 12.02 a), the Board shall supply one-hundred (100) 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.



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

13.01 (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 Director - 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.

#### 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.

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

### **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, 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.



**Article 14**                    **Leaves of Absence, continued**

**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 & 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.

14.04 As is the practice of the Board that all employees be supported by the Board in situations arising out of an assault (actual, threatened, including verbal, emotional or physical) upon their persons sustained in the course of their duties, any member so affected shall be granted time off without deduction in pay or sick leave, to seek legal advice.

**ARTICLE 15**                    **QUARANTINE LEAVE**

15.01 Leave with pay and without loss of sick leave, benefits, experience or seniority shall be granted to an employee who is required to be absent from work because he/she is prevented by order of medical health authority or who is requested by medical health authority to place themselves under voluntary quarantine or from attending to his/her duties on Board premises.

**ARTICLE 16**                    **PERSONAL LEAVE OF ABSENCE**

16.01 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.

16.02 Before commencing a leave of absence, a member may continue employee benefit coverage under Article 49, 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.

16.03 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.

**Article 16                      Personal Leave of Absence, continued**

16.04 Subject to Article 45, 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 17                      UNION LEAVE**

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

- 17.01 Union leave, without loss of pay and benefits shall be granted to representatives of the Union for the purpose of carrying out Union business.
- 17.02 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.
- 17.03 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.  
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.
- 17.04 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.
- 17.05 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.

**Article 17                      Union Leave, continued**

- 17.05 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) Leave shall be granted, if requested, for up to fifty (50) days to a member of the Bargaining Unit Executive, per year, to carry out union business for the Bargaining Unit. Request of such leave shall be made at least five (5) working days prior to the date of the intended leave.
- 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 45, Layoff and Recall
- d) Notification of such leave request shall be forwarded to the Board and the employee's supervisor.
- 17.06 Leaves granted under 17.02, 17.03, 17.04, and 17.05 above, shall be in addition to the number of days granted in clause 17.01 above.

**ARTICLE 18                      LEAVES GENERAL**

- 18.01 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.
- 18.03 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 19                      PATERNITY LEAVE**

- 19.01 An employee shall be granted a leave of absence of two (2) days, without deduction of salary, for the birth or adoption of their own child. Such days shall be taken within the first two weeks of birth or adoption, or the days when the child comes into the custody of parents.

**Article 19                    Paternity Leave, continued**

19.02 It is understood that leave of absence under Article 19.01 will not be granted to the member who is also taking leave under Article 20 Statutory Pregnancy Leave or Article 21.01 b), 21.01 c) and 21.02 b).

**ARTICLE 20                    STATUTORY PREGNANCY LEAVE**

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

20.02 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.

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 (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.

20.05 (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 20.04 will not apply. The procedure will be as indicated in clause 20.06 which follows.

20.06 Within two (2) weeks of stopping work a Member described in clause 20.05(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

**Article 20                    Statutory Pregnancy Leave, continued**

- 20.07 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
- 20.08 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.
- 20.09 Reinstatement from pregnancy leave under this article shall be without loss of seniority or benefits.
- 20.10 The employee may continue participation in group insurance plans provided they prepay, per mutually agreed payment schedule, 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 21                    STATUTORY PARENTAL LEAVE**

- 21.01 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.
- 21.02 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
- 21.03 The Board shall not terminate the employment of or lay off any member who is entitled to a leave of absence under this article.
- 21.04 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.



**Article 21                    Statutory Parental Leave, continued**

- 21.05 For persons not covered under clause 21.04, 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.
- 21.06 The Member must give the Board at least two (2) weeks written notice of the date the leave is to begin.
- 21.07 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
- 21.08 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.
- 21.09 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
- 21.10 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 45, 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.

- 21.11 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 21.09, 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 22                    E.I. SUB PLAN**

- 22.01 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 SUB Plan and a loss of earnings has occurred.

**Article 22                    E.I. SUB Plan, continued**

22.02 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 23                    EXTENDED PREGNANCY/PARENTAL LEAVE**

23.01 The Board shall grant an extension to the parental or pregnancy leave as provided in Article 20 and Article 21 in accordance with the terms and conditions outlined in this Article.

23.02 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.

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

23.04 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.

23.05 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 45, 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.

23.06 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 24                    W.S.I.B./LTD ABSENCES**

24.01 (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 30, Position Staffing.  
(c) A member who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article 45, Layoff and Recall.

24.02 The Employer and the Union agree that modified/rehabilitative work makes valuable contribution to more rapid recovery after an injury or illness has occurred. The parties will work together in a cooperative manner to develop a modified work program, either on a temporary or permanent basis, in order to provide meaningful work to accommodate an employee's established medical capabilities prior to the employee's return to work date.

**Article 24 W.S.I.B./LTD Absences**

24.03 The Bargaining Unit President shall be notified and involved with workplace accommodations and limitations prior to the employee's return to work date.

**ARTICLE 25 W.S.I.B. SUPPLEMENT**

- 25.01 a) 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 27.
- 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 Director - Human Resources within thirty (30) days after receiving notice that the Workers Safety Insurance claim has been approved.
- 25.02 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.
- 25.03 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 26 DEFERRED SALARY LEAVE PLAN**

- 26.01 The Deferred Salary Leave Plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay by spreading "x" years salary payments over a "y" year period. "x" over "y" can be any of the following combinations:
- (a) three (3) years salary payment over a four (4) year period
  - (b) four (4) years salary payment over a five (5) year period
  - (c) five (5) years salary payment over a six (6) year period.
- 26.02 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.
- 26.03 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.

**Article 26                      Deferred Salary Leave Plan, continued**

- 26.04        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.
- 26.05        The payment of the salary, benefits and timing of the one (1) year Leave of Absence shall be as follows:
- a) Depending on the combination selected, during the first three (3), four (4) or five (5) years of the Plan, a member will be paid 75%, 80% or 83.33% of his/her annual salary. The remaining 25%, 20% or 16.66% will be accumulated and this amount plus any interest earned shall be retained by the Board to finance 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.
- 26.06        a) The member's benefits will be maintained by the Board during the initial three (3), four (4) or five (5) years of the Plan in accordance with Article 49, 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.
- 26.07        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.
- 26.08        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.
- 26.09        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 45, Layoff and Recall.
- b) Sick Leave Credits will not accumulate during the year spent on Leave, but will be reinstated on return.

**Article 26                      Deferred Salary Leave Plan, continued**

- 26.09    c)    There shall be no break in seniority or service because of the leave.
- 26.10    A member may withdraw voluntarily any time prior to January 31<sup>st</sup> proceeding the year the leave is to be taken.
- 26.11    In cases of voluntary withdrawal, the Board reserves the right to charge an administrative cost to the member to a maximum of \$100 per year.

**ARTICLE 27                      SICK LEAVE**

- 27.01    The Board shall maintain a cumulative sick leave plan in accordance with the conditions set out in this Article.
- 27.02    The Employer shall maintain a sick leave plan for every permanent/probationary employee who is a member of the Bargaining Unit.
- 27.03    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.
- 27.04    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.
- 27.05    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 and twenty (220) for a ten month employee.
- 27.06    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.
- 27.07    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.
- 27.08    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. The Board shall reimburse the member for the cost of the requested medical certificate of illness.

**Article 27                    Sick Leave, continued**

- 27.09 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.
- 27.10 Accumulated Sick Leave Credits are not cashable or transferable to other benefits at the end of employment with the Board.

**ARTICLE 28                    E.I. REBATE**

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

**ARTICLE 29                    PERSONS \ POSITIONS OUTSIDE THE BARGAINING UNIT**

- 29.01 Where a member of the Bargaining Unit successfully applies for and accepts 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.
- 29.02 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.
- 29.03 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.
- 29.04 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 30                    POSITION STAFFING**

- 30.01 When an Educational Assistant position becomes available it will be staffed according to the following:
- A.     Temporary Vacancy
1. A temporary vacancy of less than four (4) months will be filled by a qualified applicant from the Educational Assistant Supply Pool, who shall be deemed a temporary employee.

**Article 30                    Position Staffing, continued**

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) 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.
  - c) if there is no member as outlined in a) and b) above who accepts the position, offered to a member with a current Transfer Request to a temporary position on file.
  - d) if there is no member with a current Transfer Request on file to a temporary position, filled by a qualified applicant from the Educational Assistant Supply Pool.
3. If the position is filled at c) above the position the Transferring member vacates will be filled by a qualified applicant from the Educational Assistant Supply Pool.

**B.        Staffing process for permanent vacancies for next school year:**

1. The staffing process for the next school year will begin in June for any known permanent vacancies:

Permanent positions will be filled in the following order:

- a) offered to a member on the previous year's Recall list,
- b) if there is no member on the Recall list who accepts the position, the permanent position(s) will be offered to a member with a current Transfer Request on file to a position of equal FTE,
- c) Any remaining and/or resulting vacant positions will be offered to those members placed on an end of the year temporary redundancy list, in order of seniority according to Article 45, Lay Off and Recall and are deemed to be surplus to their work location.
- d) Members who have been deemed to be surplus shall be so advised by their supervisor then;
  - i) Surplus members will receive a placement preference form, which shall be provided by the Human Resources Department to the surplus member then;
  - ii) Each surplus member shall complete and return the form to Human Resources within twenty-four (24) hours of receipt of the form.
- e) The Bargaining Unit President shall be provided with a copy of the completed forms, a surplus list in order of seniority and a list of all vacancies.
- f) Surplus members shall be placed into vacancies in order of seniority and as requested on the members' preferred placement form
- g) Any remaining vacant position(s) will be offered to a member with a current transfer request on file including those who wish to increase from 0.5 FTE to 1.0 FTE.
- h) If there are no qualified permanent/probationary members that accept the remaining vacancies after following the above steps in order, the position will be posted for a minimum of five (5) working days on the Board website. First consideration for these vacancies shall be given to applicants from the Educational Assistant Supply Pool who apply for the position; then to external candidates who apply for the position outside of the bargaining unit.

**Article 30**                    **Position Staffing, continued**

C.     Permanent Vacancy occurring during the month of September

1. A permanent vacancy which occurs during the month of 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 on the Board's website,
  - d) if there are no qualified permanent/probationary members who accept the vacant position after following the above steps in order, first consideration for the remaining vacancy(ies) shall be given to applicants who apply for the position from the supply pool; then to external candidates who apply for the position outside of the bargaining unit.

D.     Permanent Vacancy occurring from October through June, inclusive

1. A permanent vacancy which occurs from October through June 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 vacancy is not filled in accordance to a, b, c (above), then will be filled by a qualified applicant from the Educational Assistant Supply Pool 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 Educational Assistant Supply Pool as a temporary assignment until the end of the school year at which time it will fall under Article 30.01B above; Staffing process for permanent vacancies for next school year .

30.02 Should permanent positions be created during July and August, they will follow the procedure as outlined under Permanent Vacancy occurring during the month of September, in 30.01 C above and in the event of a posting this will be posted on the Board's Website.

30.03 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.

30.04 Employees, who are members of the Bargaining Unit, and have applied for a vacancy, shall be given first consideration, prior to candidates external to the Bargaining Unit, for posted vacancies.



**Article 30                    Position Staffing, continued**

- 30.05 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.
- 30.06 Within five (5) working days of the date of appointment of the successful candidate to the position, the Employer shall notify the unsuccessful internal 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.
- 30.07 The unsuccessful internal candidates shall be given the opportunity to have a debriefing which shall be scheduled within ten (10) days of the decision being made.
- 30.08 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.
- 30.09 The staffing procedure shall be completed not less than eight (8) working days prior to the end of the school year, for the following school year. Employees shall be notified, in writing not less than four (4) working days prior to the end of school year, of their placement for the following school year.
- 30.10 The Bargaining Unit President shall be notified of the details of the vacancies under this article.
- 30.11 Prior to any changes in allocation within a location being announced each Principal shall schedule a meeting with all member(s) in that location. The purpose of the meeting will be to inform the member(s) of the Lay Off and Recall Procedure and the Position Staffing Procedure.
- 30.12 Notwithstanding the process as stated above for filling Vacant Positions, where there is a school boundary change due to the staffing of a new school facility, the following process shall apply:
- a) the allocation of permanent Educational Assistant positions to the new school shall be declared in advance.
  - b) The Principal will inform the permanent Educational Assistant of the schools affected by the boundary change of the above and will provide a form provided by Human Resources for their completion and return to the Human Resources Department. The form will provide the Educational Assistants the opportunity to declare their interest in remaining at their current work location or their interest in a transfer to the new school.
  - c) The selection for the Educational Assistant transfers will be as follows:
    - i) Offered to those members who have declared their interest in a transfer to the new school from the school(s) affected by the boundary change, in order of seniority, greatest to least,
    - ii) If following the transfer process outlined in i) above there are Educational Assistants in a surplus position in the school(s) affected by the boundary change then they shall follow the process as outlined in Article 45, Layoff and Recall.

## **Article 30                    Position Staffing, continued**

30.12 c) continued

- iii) If following the above there are vacant positions, then offered to those members on layoff/recall,
- iv) If there is no member on the layoff/recall list who accepts the position, then offered to those members who have a current transfer request on file,
- v) If there is no member with a current transfer request on file, filled as a temporary position until the Annual Staffing Process, by a qualified applicant from the Educational Assistant Supply Pool, as per the process as set out in Article 30 Position Staffing Temporary Positions.

## **ARTICLE 31                    TRANSFER REQUESTS**

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

31.02 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.
- (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
  - (iv) Permanent or temporary position 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 to either a permanent or temporary vacant position 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 two weeks of being declared surplus and their transfer request shall be considered active immediately.

31.03 If a surplus member who has filed a transfer request accepts a transfer to a permanent position they shall not be entitled to Recall as outlined in Article 45.05.

31.04 Any permanent position that remains vacant after the steps outlined in the staffing and/or transfer articles are completed will be posted on the Board's website and be opened to external candidates.



## ARTICLE 34

## 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.

- 34.01 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.
- d) For the purpose of accommodating early start secondary schools, the hours of work shall be between 7:00 a.m. and 3:30 p.m. for full-time members employed at those secondary schools involved.
- 34.02 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.
- 34.03 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 be scheduled as close as possible, (depending upon the assignment at the time) to the mid point of the half shift.
- 34.04 The work year for Educational Assistants shall be the school year as established by the Board and consistent with Education Act statutes and regulations. It is understood that the school year includes all days designated by the Board as professional activity/development days.
- 34.05 All Professional Development/Activity days will be held during the ministry approved School Year and shall be considered part of the Educational Assistants work year. The Professional Development/Activity days are mandatory for all Bargaining Unit Employees.
- 34.06 a) Notwithstanding 34.01, each member shall be entitled to an additional ten (10) 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 the original form submitted to Human Resources. Payment for hours worked shall be made as follows:
- i) hours worked up to Christmas Break shall be paid out by January 15<sup>th</sup>, 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 35**

### **OVERTIME**

- 35.01 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 39 - Recognized Paid Holidays
- 35.02 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.
- 35.03 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 36**

### **JOB DESCRIPTIONS**

- 36.01 The establishment of a job description for a new position shall be the responsibility of the Board.
- 36.02 The job description for Educational Assistant may be reviewed at the request of either party.
- 36.03 The Board shall provide each member with a copy of the most recent job description for the position they hold upon the commencement of permanent employment with the Board.
- 36.04 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 37**

### **JOB SECURITY**

- 37.01 During the period of this agreement the number of full-time equivalent employees in the Bargaining Unit as of September 1, 2007 shall not be reduced in any way that would impact on the employment of any permanent employee who was employed as of September 1, 2007.



## **Article 40            Vacations with Pay, continued**

- 40.04 Employees with twenty-five (25) years or more of continuous service shall receive the equivalent of one (1) week of vacation pay each year at their current salary in addition to the vacation allotment outlined in 40.03, as a cash payment. Such payment will be included in a pay following the employee's anniversary date.
- 40.05 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.
- 40.06 The payments referred to in 40.03 and 40.04 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.
- 40.07 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 HRSDC.
- 40.08 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.
- 40.09 Where conflicts arise in the individual school, seniority shall be the deciding factor.
- 40.10 Vacations will be decided in consultation with the Principal.
- 40.11 If a paid Holiday falls or is observed during an employee's vacation period the employee shall be granted an additional day.

## **ARTICLE 41                            TRAVEL ALLOWANCE**

- 41.01a) The Board shall pay to each member who is authorized to use their own vehicle on approved Board business a mileage (kilometre) rate in accordance with Board procedures.
- 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 (kilometre) rate as outlined in 40.01 a) to travel between the work locations
- c) An itinerant employee shall have one work location named as the home location of record.
- 41.02 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 42 HEALTH AND SAFETY**

- 42.01 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.
- 42.02 A member of this Bargaining Unit shall be a member of the Board's Joint Health and Safety Committee.
- 42.03 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.
- 42.04 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.
- 42.05 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.
- 42.06 The Employer shall provide and maintain at no cost to the employee all personal protective equipment, clothing, or devices required by law.
- 42.07 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.
- 42.08 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 43 PROBATIONARY PERIOD**

- 43.01 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.



**Article 43                      Probationary Period, continued**

- 43.02 The employee shall be added to the seniority list immediately upon permanent hire with a seniority date effective from the original date of hire or as outlined in Article 44, Seniority.
- 43.03 An employee hired to a permanent position in a location without a break in service, having served in a temporary position in that same location for a term exceeding three (3) months shall have their time served in the temporary position credited towards their probationary period. Once the probationary period is complete, such employee shall be placed on the seniority list immediately.

**ARTICLE 44                      SENIORITY**

- 44.01a) For permanent members of this Bargaining Unit on staff as of the date of ratification, 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 the date of ratification of this collective agreement, 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 62 – Long Term Temporary Employees.
- 44.02 An employee shall be placed on the seniority list upon the date of hire, notwithstanding the probationary period.
- 44.03 (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 November 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.
- 44.04 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.
- 44.05 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.

**Article 44 Seniority, continued**

- 44.06 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.
- 44.07 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.
- 44.08 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;
  - (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 45, Layoff and Recall;
  - (g) if the member accepts a permanent position with the Board outside the Bargaining Unit.

**ARTICLE 45 LAYOFF AND RECALL**

- 45.01 (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.
- 45.02 (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.
- 45.03 Employees who are laid off shall continue to accumulate seniority for up to twenty-four (24) months while on lay off.

**Article 45                      Layoff and Recall, continued**

45.04 The following layoff procedure shall be used for placement of permanent and probationary employees who are declared surplus as outlined in 45.01 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 45.04b) 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.
- (c) Notwithstanding 45.04 (a), and (b) when there is more than one position declared surplus in one work location, the employee with the most seniority declared 0.5 surplus of their 1.0 position may have the option of declaring their entire position surplus if there is an available 1.0 vacancy in one school rather than splitting the surplus between two locations.

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 30, Position Staffing of the Collective Agreement.

**Article 45                      Layoff and Recall, continued**

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.

- 45.05 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.
- 45.06 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.
- 45.07 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

- 45.08 An employee shall be entitled to recall to a permanent position for a period of twenty-four (24) months.
- 45.09 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.
- 45.10 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.
- 45.11 No new employee will be hired until all persons on layoff have been given an opportunity for recall in accordance with this article.
- 45.12 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.

**Article 45                    Layoff and Recall, continued**

- 45.13 All employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- 45.14 The Employer shall offer recall to the employee by telephone, and shall send the notice of recall by registered mail.
- 45.15 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.
- 45.16 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.
- 45.17 When an employee is deemed surplus during the school year outside of the annual staffing procedure they shall be provided with as much notice as possible prior to being placed in the new position.
- 45.18 When there is more than one (1) Long Term Temporary employee in a work location, The employee who was the last in shall be the first out when a Long Term Temporary position's end date changes.

**ARTICLE 46                    USE OF CO-OP STUDENTS**

- 46.01 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 including secondary, college, and university students.
- 46.02 Should a strike or lock-out involving employees occur, co-op students and/or students doing placement hours shall be immediately removed from the workplace where the employees perform their job functions.
- 46.03 If at any time, there is a disagreement about the Work Placement Program, a co-op student and/or students doing placement hour 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.
- 46.04 Employees shall not have their duties modified nor their hours of work changed or reduced owing to the use of co-op students and/or students doing placement hours in the workplace.
- 46.05 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 and/or students doing placement hours in the workplace.
- 46.06 The Employer shall not refuse to fill vacancies owing to the use of co-op students and/or students doing placement hours in the workplace.

**ARTICLE 47 USE OF VOLUNTEERS**

- 47.01 No volunteer shall perform the duties of a position which has been eliminated from the Bargaining Unit.
- 47.02 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.
- 47.03 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.
- 47.04 The use of volunteers shall not be a substitute for additional educational assistant staff.
- 47.05 Volunteers shall not be used during legal strike or lockout to perform the duties of striking or locked out employees.

**ARTICLE 48 PENSION PLAN**

- 48.01 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.
- 48.01 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.
- 48.02 A member who holds certification as a teacher shall become and remain a member of the Ontario Teacher's Pension Plan (T.P.P.)
- 48.03 The Board shall maintain any and all pension plans to which members of this Bargaining Unit belong prior to signing of this agreement.
- 48.04 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.
- 48.05 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 49                      Benefits, continued**

49.09 Coverage in the plans listed above is 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 coverage must be made with the Board no later than two (2) weeks prior to the commencement of the leave.

**ARTICLE 50                      PAY SCHEDULE**

50.01 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, with an electronic pay statement issued to the employee on or before the pay date.

50.02 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.

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

**ARTICLE 51                      PROFESSIONAL DEVELOPMENT**

51.01a) Professional Development Days will be held during the Ministry approved School Year and shall be considered part of the Educational Assistants work year, in accordance with the Ministry approved Professional Development days for teaching staff.

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.

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

51.03 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 54                      Adverse Weather Conditions, continued**

In circumstances where travel to schools is not possible due to weather conditions, the following provisions will apply:

- a) A member must report for work to their nearest school/work location if they are unable to attend to work at their regular school/work location due to difficult road/weather conditions.
- b) A member must report for work to their regular school/work location should weather/road conditions improve during the course of the day.
- c) If a member is unable to travel to either A or B due to difficult road/weather conditions, they must report their absence to the Board (ARCS) and make contact with their supervisor to confirm their whereabouts and their work plan(s) for the day.
- d) If a member does not comply with the items as noted above, they will be deemed as absent from work and will not be paid for the day.
- e) If weather conditions worsen during the day, after members have already reported to work, the employer shall allow members to go home as early as possible.

**ARTICLE 55                      DEFINITIONS**

Bargaining Unit	The term “Bargaining Unit” shall mean the Educational Assistant Unit, Ontario Secondary School Teachers’ Federation.
Board/Employer	The term “Board” and/or “Employer” shall mean the Simcoe Muskoka Catholic District School Board
Employee:	The term “employee” as used herein shall mean all employees as described in Article 2 - Recognition of this Collective Agreement.
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
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, step-parents or immediate in-laws, and grandchildren.
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.
Member	The term “member” shall mean a member of the Bargaining Unit.
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.

**Article 55            Definitions, continued**

Permanent	The term “permanent” shall apply to all permanent and probationary employees of the Bargaining Unit who hold a permanent position.
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.
Union	The term “Union” shall mean the Ontario Secondary School Teachers’ Federation
Working Day	The term “working day” as used herein shall mean a day other than Saturday, Sunday or a recognized holiday.
Casual / Supply Employee	The term “casual / supply employee” shall mean an employee hired on a day-to-day basis for the replacement of permanent/long term temporary Educational Assistants.
Long Term Temporary Employee	The term “long term temporary employee” shall mean an employee hired for four (4) continuous months or more to replace a permanent Educational Assistant.

**ARTICLE 56                            GENERAL WORKING CONDITIONS**

- 56.01 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.
- 56.02 When an Educational Assistant is requested to accompany students with special needs off site, the number of students assigned to him/her shall be determined with the first regard to safety and shall be agreed upon by the Principal, Teacher(s) and Educational Assistant. Should the student require support off site, which may mean the use of specialized equipment, change facilities or lifting etc, arrangements for such support shall be made ahead of time in consultation with the Principal, Teacher and Educational Assistant.
- 56.03 Notwithstanding the above, it is understood and agreed that general supervision will be scheduled in accordance with the PDT provisions as outlined in Letter of Understanding: Supervision. Examples of general supervision provided by Educational Assistants include homework clubs, after school tutoring, hall duty, cafeteria duty, yard supervision or bus duty.
- 56.04 Educational Assistants shall not drive students in their own personal or other vehicle.



**Article 60 Medication and Medical Procedures, continued**

- 60.02 The Board will arrange training by the appropriate professional in accordance with the Educational Assistant's duties and job description. Training requirements shall be reviewed by the LMC and the Ad-Hoc PD committee, who shall develop appropriate training plans as mutually agreed. Training shall be conducted during regular working hours. Should it be required, a casual/supply Educational Assistant will be called in to replace the Educational Assistant who is absent due to training.
- 60.03 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 61 CASUAL / SUPPLY EMPLOYEE**

- 61.01 The term "Casual / Supply Employee" shall mean an employee hired on a day-to-day basis for:
- a) for replacement of employees absent due to illness on an hourly basis, or
  - b) in cases of emergency, or
  - c) for replacement of employees absent due to any approved absence on an hourly basis.
- 61.02 A "Casual / Supply Employee" in a day-to-day position in one location which extends beyond four (4) continuous months shall be considered a "Long Term Temporary Employee" and shall be entitled to all provisions as per Article 62
- 61.03 A "Casual / Supply Employee" is a member of the Bargaining Unit and shall pay Union dues.
- 61.04 A "Casual / Supply Employee" shall be paid in accordance with Schedule A of this agreement.
- 61.05 A "Casual / Supply Employee" shall be paid four percent (4%) vacation pay on their earnings for that pay period.
- 61.06 A "Casual / Supply Employee" shall be paid in accordance with the Employment Standards Act for statutory paid holidays.
- 61.07 A "Casual / Supply Employee" who reports to work for an advised assignment of a full day, and upon arrival at a work location is advised the assignment is only one half day, shall be paid for the full day and shall be reassigned within the work location.  
A "casual / supply employee" who reports to work for an advised assignment of a half day, and upon arrival at a work location is advised there is no assignment, shall be paid one half day's salary and shall be reassigned within the work location.  
If the Board needs to cancel an assignment, two hours notice will be provided, except on inclement/adverse weather days. It is the employee's responsibility to check the automated call-out (ARCS) system for this notification.

**Article 61                      Casual/Supply Employee, continued**

- 61.08 A “Casual / Supply Employee” shall report to the Principal or designate to receive their schedule and directions for their assignment. Any changes to the schedule or directions will be communicated by the Principal or designate.
- 61.09 Notwithstanding the above; replacement for those members in a Section 23 class shall be filled as per a process reviewed by the Labour Management Committee.
- 61.10 The Casual / Supply employees are governed by the following Articles of the Collective Agreement:
- |            |                                  |
|------------|----------------------------------|
| Article 01 | General Purpose                  |
| Article 02 | Recognition                      |
| Article 03 | Union Membership                 |
| Article 04 | Union Rights                     |
| Article 05 | Management Rights                |
| Article 06 | Discipline and Discharge         |
| Article 07 | No Discrimination                |
| Article 08 | Personnel/HR File                |
| Article 09 | Strike and Lock Out              |
| Article 10 | Communications                   |
| Article 13 | Grievance and Arbitration        |
| Article 35 | Overtime                         |
| Article 50 | Pay Schedule                     |
| Article 42 | Health and Safety                |
| Article 56 | General Working Conditions       |
| Article 58 | General Terms                    |
| Article 59 | Criminal Background Checks       |
| Article 60 | Medication and Medical Procedure |

Casual / Supply Employees are not governed by any other articles within this collective agreement.

**ARTICLE 62                      LONG TERM TEMPORARY EMPLOYEE**

- 62.01 The term “Long Term Temporary Employee” shall mean an employee hired on a temporary basis, four (4) continuous months or longer in one location for:
- special projects during periods of heavy workload, or
  - during a period of evaluation to determine if a student requires the assignment of an Educational Assistant, or
  - for replacement for employees absent due to illness or accident, or
  - situations where an Educational Assistant is temporarily funded by an external organization.
- 62.02 A “Long Term Temporary Employee” is a member of the Bargaining Unit and shall pay Union dues.
- 62.03 A “Long Term Temporary Employee” shall be employed on a full time or a half time basis unless mutually agreed upon by the Union and the Board.

**Article 62 Long Term Temporary Employee, continued**

- 62.04 A “Long Term Temporary Employee” shall be paid in accordance with Schedule A of this agreement.
- 62.05 A “Long Term Temporary Employee” shall be paid four percent (4%) vacation pay on their earnings for that pay period.
- 62.06 A “Long Term 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.
- 62.07 Long Term Temporary Employees shall 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 long term temporary assignment and shall not be allocated to any future permanent or temporary assignment.
- 62.08 Long Term Temporary Employees shall be entitled to bereavement leave as identified in Article 14 A .01.
- 62.09 A “Long Term Temporary Employee” who works less than full time shall be paid the amounts as outlined in 60.07 and 60.08 above, in the same proportion that the less than full time assignments bears to a full assignment.
- 62.10 A “Long Term 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.
- 62.11 A “Long Term 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.
- 62.12 The Long Term Temporary Employees are governed by the following Articles of the Collective Agreement:
  - Article 01 General Purpose
  - Article 02 Recognition
  - Article 03 Union Membership
  - Article 04 Union Rights
  - Article 05 Management Rights
  - Article 06 Discipline and Discharge
  - Article 07 No Discrimination
  - Article 08 Personnel/HR File
  - Article 09 Strike and Lock Out
  - Article 10 Communications
  - Article 13 Grievance and Arbitration
  - Article 15 Quarantine

**Article 62                      Long Term Temporary Employee, continued**

62.12 continued

Article 35	Overtime
Article 42	Health and Safety
Article 50	Pay Schedule
Article 54	Adverse Weather Conditions
Article 56	General Working Conditions
Article 58	General Terms
Article 59	Criminal Background Checks
Article 60	Medication and Medical Procedure

Long Term Temporary Employees are not governed by any other articles within this collective agreement unless otherwise stated in this article or agreed upon by both parties.

**ARTICLE 63                      AMENDMENTS**

63.01 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.

63.02 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 64                      DURATION AND RENEWAL**

64.01 This agreement shall be in effect from September 1, 2008 and shall continue in force up to and including August 31, 2012 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.

64.02 If either party gives notice of its desire to negotiate amendments in accordance with 63.01, 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:

**EDUCATIONAL ASSISTANTS**

Year	0	1	2	3	4	5
<b>Effective September 1, 2008</b>	<b>3.00% increase</b>					
Educational Assistant	\$18.66	\$19.52	\$20.39	\$21.22	\$22.15	\$22.97
<b>Effective September 1, 2009</b>	<b>3.00% increase</b>					
Educational Assistant	\$20.11	\$21.00	\$21.86	\$22.81	\$23.66	
<b>Effective September 1, 2010</b>	<b>3.00% increase</b>					
Educational Assistant	\$20.71	\$21.63	\$22.52	\$23.49	\$24.37	
<b>Effective September 1, 2011</b>	<b>3.00% increase</b>					
Educational Assistant	\$21.33	\$22.28	\$23.20	\$24.19	\$25.10	

**SUPPLY/CASUAL EDUCATIONAL ASSISTANTS**

<b>Effective September 1, 2008</b>	<b>3.00% increase</b>	
Supply/Casual Educational Assistant		\$18.66
<b>Effective September 1, 2009</b>	<b>3.00% increase</b>	
Supply/Casual Educational Assistant		\$19.22
<b>Effective September 1, 2010</b>	<b>3.00% increase</b>	
Supply/Casual Educational Assistant		\$19.80
<b>Effective September 1, 2011</b>	<b>3.00% increase</b>	
Supply/Casual Educational Assistant		\$20.39

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**

**RE: Hours of Work**

It is understood that for the purposes of Article 34.06 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 five (5) hours during the 2005/2006 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 UNDERSTANDING  
BETWEEN  
SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD  
AND  
O.S.S.T.F EDUCATIONAL ASSISTANT BARGAINING UNIT**

**Re: Coaching**

It is understood and agreed between the parties that any Educational Assistant who participates in coaching of school teams outside of their regular duties, does so on a voluntary basis, as part of co-curricular activities and as approved by the principal.

The process of providing release time for purposes of coaching on a voluntary basis will be reviewed at LMC.

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

**RE: LTD Insurance**

The Parties agree that LTD insurance availability and accessibility are important aspects of the group benefits plan for all members.

The Parties (the Board and the OSSTF Bargaining Units) agree to meet to discuss and review options related to the LTD plan, with a goal for implementation (if possible) for September 1, 2009.

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

**Re: Supervision**

The parties agree to utilize the Board's share of the 2011-12 \$119M increase in the salary benchmarks for Education Assistants in the Elementary Pupil Foundation Grant, the Special Education Per Pupil Amount and a per pupil allocation in the following sequence:

- i) Recall in 2011-12 Educational Assistants that, as a result of declining enrolment in the Board, were on a recall list within the Board on or after September 1, 2008 subject to the funds available under this enhancement.
- ii) Increase in 2011-12 the number of hours worked by Education Assistants up to 7 consecutive hours (excluding lunch) per day, after first offsetting the full annual incremental costs of paragraph i) above, subject to the remaining funds available to the Board. The use of the incremental hours for Education Assistants under this funding must include scheduled supervision of students and/or after-school homework support. Nothing in this provision shall prevent Boards from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this Collective Agreement.
- iii) Principals shall have the flexibility to assign these hours of work in a predictable and scheduled manner, subject to existing provisions of the Collective Agreement, in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistants' working conditions.

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

**RE: Increased hours**

In accordance with PDT funding available, in 2010-2011 the number of hours worked by Educational Assistants up to a total of thirty –three and three- quarter hours (33 hours and 45 minutes) per week (excluding the daily lunch break). The additional time per week will be assigned in a predictable and scheduled manner not to exceed 7 hours per day. All part-time hours will be prorated according to the existing provisions of the Collective Agreement. These incremental hours (one hour and fifteen minutes per week) are to be used for supervision and/or after school homework support.

It is understood that the weekly hours may be averaged over a two week period in order accommodate individual school circumstances such as A Day/ B Day schedules.

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

**RE: Professional Development for Support Workers**

The Simcoe Muskoka Catholic District School Board agrees to transfer directly to the Educational Assistant OSSTF Bargaining Unit no later than December 31, 2008, the Bargaining Unit's proportional share of the \$17,003,980.00 one-time 2008-2009 Ministry of Education funding enhancement for professional development and training for educational support workers. The Bargaining Unit's share of this enhancement shall be the ratio between the OSSTF Educational Assistant FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 Financial Statements.

For clarity, calculations are based on the Bargaining Unit FTE of 338.5 which is approximately \$92,754.44.

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

**Re: Pay Equity**

It is understood between the parties that a full review of positions as they pertain to Pay Equity legislation will continue as mutually agreed between the parties.



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

**RE: Funding Enhancements for Benefits**

In accordance with the terms of the Provincial Discussion Table (PDT) agreement for the 2008-2012 Collective Agreement between the Simcoe Muskoka Catholic District School Board and District 17 O.S.S.T.F. Educational Assistant employees, the Board and the Union agree that the additional annual enhancements of benefits effective September 1, 2010 of approximately \$63,248.25 shall first be applied as follows:

- 1) Move from 95% Employer-paid premiums to 100% Employer-paid premiums, THEN;
- 2) Vision Care increased to \$400.00 (inclusive of eye examinations and/or laser eye surgery) THEN;
- 3) Reduction of the annual \$25.00 deductible THEN;
- 4) Purchase of Life Insurance after retirement at current group rate

It is understood that the Parties shall meet in the Spring (or earlier) of 2010 in order to obtain the necessary information from the insurer in order to make the appropriate benefit enhancement money allocation(s).

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

**Re: Overtime**

When an employee is required to attend an overnight trip, the employee shall be paid time and one half (1 ½) for hours worked beyond the regular work day, excluding the hours for sleeping. If an employee must tend to a student during the night, they shall be paid time and one half (1 ½) for the time spent attending to that student.

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

**Re: Benefits – Cost Containment**

1. The parties agree to participate in discussions pertaining to possible cost-containment measures related to benefit costs.
2. These discussions shall take place through the venue of the already established Director's Advisory Council.

**BETWEEN**  
**SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD**  
**AND**  
**O.S.S.T.F. EDUCATIONAL ASSISTANTS BARGAINING UNIT**

**RE: Attendance Management**

1. District 17 OSSTF reserves the right to grieve the administration and/or application of any Attendance Management Policy.
2. When the Employer begins to establish policies and procedures with regard to an attendance management program, discussions shall be referred to the Labour Management Committee.
3. The Employer shall ensure that all medical records and information are stored in a secure location and in a completely confidential manner. The member may give authorization for a union representative to access the file.
4. A bargaining unit member shall have the right to Union representation at any meeting for the purpose of discussing the member's absences and/or attendance history.

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

**RE: Additional Accommodations**

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**

**RE: Labour Management Committee**

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 Return to Work, 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: Storage of Personal Items**

During the life of this Collective Agreement the parties will meet in the Labour Management Committee to discuss the secure storage of an Educational Assistants items in the Workplace.

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

**RE: Recruitment and Hiring**

Discussions regarding the recruitment and hiring process will take place in the Labour Management Committee.



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

**RE: Process for Placement into Long Term Temporary Vacancies**

The parties agree to meet (by January 30, 2009) in order to review and establish a process for employee placement into Long Term Temporary Vacancies, from the Educational Assistant Supply Pool. It is understood that employees who are already in permanent or long term temporary assignments will not be eligible to apply for such placement.

## **Appendix 1 Supplemental Employee Benefits (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 SUB, a member must meet the following conditions –

Qualify for leave under Article 20 or 21 of the current Collective Agreement

The Spouse has not received a SUB 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 SUB Plan will pay only one SUB per birth or adoption.

Members do not have a right to SUB 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 SUB plan payments.

*EISEBplanOctober2003*

Signing Page

Signed at Barrie this 20th day of November, 2008.

For the Board

W. Sooty

Pia Elston

M. Shave

D. Di Geronimo

A. Stone  
Sonya Grasper

Brian Beal

Michael O'Keefe

For the Union

Kathy Coates

Lucy Shepherd

Kenneth Robert

Mark Bee