

AGREEMENT

BETWEEN

RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

**ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION (OSSTF), DISTRICT 28,
OFFICE MANAGERS' BARGAINING UNIT**

FOR THE PERIOD

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

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ARTICLE I – PURPOSE AND SCOPE

- 1.01 It is the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide a process for the settlement of all matters in dispute between the Bargaining Unit and the Board hereinafter called the Parties.
- 1.02 It is the expressed desire of the Parties to maintain a harmonious relationship and to recognize the mutual value of joint discussions and negotiations.

ARTICLE II – RECOGNITION

- 2.01 The Renfrew County District School Board recognizes the Ontario Secondary School Teachers' Federation as the bargaining agent for all Secondary School Office Managers.

Temporary employee is defined as an employee hired for longer than twenty (20) working days. A temporary employee shall not accumulate seniority in the Bargaining Unit. For a predetermined temporary assignment of four (4) months or more a temporary employee shall, subject to eligibility requirements as determined by the carrier, be entitled to benefits pursuant to Article X (Attachment A, Letter of Understanding Benefits). Vacation pay for temporary employees shall be in accordance with the Employment Standards Act.

- 2.02 The Board recognizes the right of the Federation to authorize the OSSTF Renfrew District Office Managers' Bargaining Unit to act as an agent of the Federation in all matters relating to the negotiation, interpretation, administration, and application of this Agreement on behalf of all persons covered by this Agreement.
- 2.03 The Board recognizes the right of the Bargaining Unit to receive assistance from the Federation, or any other duly authorized agent, to assist in all matters pertaining to the negotiation, interpretation, administration and application of this Agreement.

ARTICLE III – DEFINITIONS

- 3.01 The terms employee and Office Manager have identical meanings. An employee is a person employed by the Board who is included in the Bargaining Unit described in Clause 2.01.
- 3.02 Board means the Renfrew County District School Board.
- 3.03 Union and/or OSSTF means the Ontario Secondary School Teachers' Federation.
- 3.04 District 28 means the organization of the OSSTF which is authorized to represent the Bargaining Unit described in Clause 2.01.
- 3.05 Federation means the OSSTF.
- 3.06 Bargaining Unit means the OSSTF Renfrew District Office Managers' Bargaining Unit.

- 3.07 Member means an active member of the OSSTF Renfrew District Office Managers' Bargaining Unit employed by the Board as an Office Manager.
- 3.08 Unless otherwise specifically provided, employees in this Bargaining Unit are full-time employees (i.e. work thirty-five [35] hours per week during a twelve [12] month year).
- 3.09 When the context so requires, the singular shall include the plural and the feminine shall include the masculine.
- 3.10 Where the Agreement refers to actions taken by a particular person or the holder of an office, the action may be delegated to some other person.

ARTICLE IV – EFFECTIVE PERIOD AND RENEWAL

- 4.01 This Agreement shall be effective from September 1, 2008 to August 31, 2012 and shall continue in full force up to and including August 31, 2012, and shall continue automatically thereafter for annual periods of one (1) year unless either Party notifies the other, in writing, within ninety (90) calendar days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification, of this Agreement. If notice is given, the Parties shall meet within fifteen (15) calendar days from giving of notice.
- 4.02 The Bargaining Unit and the Board agree that there will be no strikes or lockouts during the term of this Agreement.
- Notwithstanding the foregoing, Office Managers may strike and the Board may lockout Office Managers in accordance with the provisions of the Labour Relations Act.
- 4.03 It is understood and agreed that, in event that a new Agreement has not been reached by the date of expiry of this Agreement, all the terms and provisions of this Agreement shall continue in force and effect until such time as it is superseded by a new Agreement, except as may be otherwise provided for in the Labour Relations Act.
- 4.04 This document constitutes the entire Agreement between the Bargaining Unit and the Board. Any amendments to the Articles defined herein shall be in writing and by mutual consent of the Parties.

ARTICLE V – NO DISCRIMINATION

- 5.01 Each of the Parties agree that there shall be no discrimination, interference, restraint, or coercion exercised or practised upon Office Managers because of membership in the Bargaining Unit.

ARTICLE VI – CHECK OFF

- 6.01 All Office Managers shall, as a condition of employment, maintain membership in the Bargaining Unit or join the Bargaining Unit within thirty (30) calendar days after the signing of this Agreement and remain members in good standing. All new Office

Managers shall, as a condition of employment, join the Bargaining Unit within thirty (30) calendar days and remain members in good standing.

- 6.02 The Board shall deduct for every pay period for which an employee receives a pay cheque, the regular union dues, as defined in Section 43 of the Labour Relations Act, RSO 1980. C. 228, levied in accordance with the Federation's constitution and bylaws, owing to the Federation. Should the Federation change the amount of required dues during the term of this Agreement, it shall notify the Board in writing of any change.
- 6.03 Dues deducted in accordance with Clause 6.02 shall be forwarded to the Treasurer of the Federation, within thirty (30) calendar days of the dues being deducted. The payment shall be accompanied by a Dues Submission List showing the names and dues deducted for each employee from whose wages the deductions have been made.
- 6.04 The Board shall deduct for every pay period for which an employee receives pay, the local dues as determined by the members of the Bargaining Unit at an Annual General Meeting.
- 6.05 Dues deducted in accordance with Clause 6.04 shall be forwarded to the Treasurer of the OSSTF, within thirty (30) calendar days of being deducted.
- 6.06 Providing the Board's Payroll System can readily do so and providing the Federal and Provincial Income Tax Regulations so permit, the Statement of Remuneration (T-4 Income Tax Slip) provided each year by the Board shall indicate the amount of dues paid by each employee during the previous year.
- 6.07 The Federation shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of deductions authorized by the Federation.

ARTICLE VII – GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be subject of a grievance. Except as otherwise provided in Clauses 7.06 and 7.07, grievances shall be dealt with in the following manner:

Step 1

An employee shall present the grievance in writing to the Superintendent responsible for Human Resources (or designate). The grievance must be filed within ten (10) working days of the time the grievor was notified in writing, or of the time when the grievor should reasonably be expected to be aware of the action or circumstances giving rise to the grievance. The Superintendent (or designate) shall respond to the grievance in writing within ten (10) working days of receipt of the grievance.

Step 2

If no settlement is reached, the grievance shall be filed in writing to the Director of Education provided this is done within ten (10) working days of receipt of the reply at Step 1. The Director of Education (or designate) and the Chair of the Board's Negotiating Committee (or designate) shall meet with the grievor within ten (10) working

days of receipt of the grievance at this Step. The Director of Education (or designate) shall respond to the grievance in writing within twenty-five (25) working days of the above noted meeting.

- 7.02 If final settlement of the grievance is not reached at Step 2, within twenty-one (21) calendar days of the receipt of the reply the grievance may be referred in writing by either the Bargaining Unit or the Board to a Board of Arbitration as set out in Clause 7.03.
- 7.03 (a) The Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the Bargaining Unit, and one person chosen by the other members of the Board of Arbitration to act as Chair.
- (b) The Party requesting a Board of Arbitration shall notify the other Party, at the time of request, of its appointee to the Board of Arbitration. The recipient of the notice shall, within twenty-one (21) calendar days, inform the other Party of the name of its appointee to the Board of Arbitration. If the recipient of the notice fails to make an appointment, the other Party may request the Minister of Labour for Ontario to make the appointment.
- (c) Should the persons appointed by the Bargaining Unit and the Board to act on the Board of Arbitration fail to agree upon a third person to act as Chair within twenty-eight (28) calendar days of the appointment of the second of them, either Party may request the Minister of Labour for Ontario to make the appointment.
- (d) The Board of Arbitration shall hear and determine the difference or allegation and shall issue a decision. The decision of a majority is the decision of the Board of Arbitration. If there is no majority, the decision of the Chair of the Board of Arbitration shall govern.
- (e) Each of the Parties to this Agreement shall bear the expenses and remuneration of the person appointed by it to a Board of Arbitration.
- (f) The Parties will share the expenses and remuneration of any person appointed Chair of a Board of Arbitration.
- (g) All notices of appointment to a Board of Arbitration shall be in writing, include the address of the appointee, and be sent by certified or registered mail or hand delivery.
- (h) No person who has been directly involved in attempts to negotiate or settle the grievance, who has a direct interest in the matter being grieved or who is an employee of either Party to the Agreement shall be appointed or selected to a Board of Arbitration.
- 7.04 Where both Parties agree, a single Arbitrator may be substituted for a Board of Arbitration. In such case the Parties shall endeavour to agree on the selection of the arbitrator, and in the event that they fail to do so, the Minister of Labour for Ontario will be asked to make the appointment.

- 7.05 (a) No Board of Arbitration or Arbitrator shall have the power to alter, add to, subtract from, or to change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- (b) No Board of Arbitration or Arbitrator shall have the power to waive or relieve from any failure to act within time limits set out in this Agreement.
- (c) Subject to Clauses 7.05 (a) and (b), a Board of Arbitration or Arbitrator shall have the power to dispose of a discharge or discipline grievance as seems just and reasonable in all the circumstances.
- (d) The decision of a Board of Arbitration or Arbitrator shall be final and binding and enforceable on the Board, the Bargaining Unit and any employee affected by it.
- (e) Each Party will bear the expenses and salary of any witnesses called by them or subpoenaed on their behalf by a Board of Arbitration or Arbitrator.

7.06 Discharge Grievance

Where an employee alleges an unjust termination of employment, the employee may file the grievance at Step 2 of Clause 7.01 within ten (10) working days of receipt of the notice.

7.07 Policy Grievance

- (a) A grievance by the Board or Bargaining Unit must be initiated within ten (10) working days of the incident giving rise to the grievance.
- (b) Such a grievance shall be initiated at Step 2 of Clause 7.01.
- (c) In the case of a Board grievance, the President of the Bargaining Unit shall be substituted for Director of Education. The meeting shall be with representatives of the Bargaining Unit authorized to deal with such a grievance.

7.08 Any grievance not initiated or processed by the grievor within the time limits specified shall be considered to be abandoned.

7.09 If a Party fails to reply to a grievance within the time limits set out at any step, the grievance may be submitted to the next step of the procedure as though it had been denied in all respects.

7.10 At any step in the procedure, the time limits may be waived, extended or modified by written mutual agreement of the Parties.

7.11 A grievance must be in writing stating, but not limited to, the facts alleged, the Article or Articles allegedly violated and the redress sought.

7.12 At any stage the grievor and the responding Party may be assisted by any person or persons desired.

ARTICLE VIII – REPRESENTATION

- 8.01 The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of the Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members. Similarly, the Board will, if requested, supply the Bargaining Unit with a list of personnel authorized to deal with the Bargaining Unit.
- 8.02 All correspondence between the Parties arising out of this Agreement shall pass to and from the Director of Education or designate, and to and from the President of the Bargaining Unit.
- 8.03 In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the right of the Bargaining Unit to appoint or elect representatives whose duties shall be to assist any member of the Bargaining Unit in preparing and presenting in accordance with the Grievance Procedure. Bargaining Unit members shall not suffer a loss in pay or benefits for taking representation release time. The Bargaining Unit shall reimburse the Board for any time taken for these duties.
- 8.04 Subject to application for the use of a school facility in accordance with Board Policy governing the use of Board facilities, the Bargaining Unit shall be allowed to carry out union business on the Board's premises outside of normal school hours.
- 8.05 The Board agrees to release members of the Bargaining Unit to carry out union business up to a maximum of ten (10) working days. The Bargaining Unit shall reimburse the Board for replacement costs. Bargaining Unit members shall not suffer a loss in pay or benefits for taking such release time.
- 8.06 For time spent by members of the Bargaining Unit's Bargaining Committee (not to exceed three [3] members) in direct negotiations with the Board's Bargaining Committee members shall not suffer a loss in pay due to attendance at such negotiations.

ARTICLE IX – SALARY

- 9.01 The Board shall pay rates of remuneration in accordance with the following:

Effective	<u>Sept. 1/08</u>	<u>Sept. 1/09</u>	<u>Sept. 1/10</u>	<u>Sept. 1/11</u>
Years				
0	44,379	45,710	47,081	48,493
1	46,072	47,454	48,878	50,344
2	48,404	49,856	51,352	52,893

- 9.02 All persons appointed by the Board, as an Office Manager, shall be subject to a probationary period of one (1) year.
- 9.03 New employees shall be hired at the minimum of the job level.

- 9.04 (a) Annual increments shall be paid to employees who have performed their duties in a satisfactory manner.
- (b) Annual increments are effective on the anniversary date of the employee's appointment to the Board as a probationary employee.
- (c) The Board may withhold for one (1) year, the increment of an employee whose performance is inadequate or unsatisfactory as evidenced in writing by the Director of Education or designate provided that the employee is:
- (i) given notice in writing of the reasons for withholding not less than twenty (20) working days before the date the increment would be due;
 - (ii) given instructions in writing and assistance, opportunity and encouraged as how to improve; and
 - (iii) if satisfactory improvement is made during the next twelve (12) months, reinstated the following year at the point on the salary grid where the employee would have been if the increment had not been withheld.
- (d) If there is not satisfactory improvement, the employee may be dismissed.
- 9.05 The current methods of paying employees will continue.
- 9.06 The Record of Employment Certificates for employees shall be issued in accordance with the Regulations Governing Employment Insurance.

ARTICLE X – BENEFITS

- 10.01 (a) The cost of premiums for \$125,000 Basic Group Life Insurance shall be shared on the basis of 10% by the employee and 90% by the Board.
- (b) The cost of premiums for \$50,000 Accidental Death and Dismemberment Insurance shall be shared on the basis of 15% by the employee and 85% by the Board.
- (c) Enrollment in the plans of (a) and (b) above is a condition of employment for employees.
- (d) At their option, subject to any conditions of the carriers, employees may purchase additional Group Life Insurance between \$10,000 and \$75,000 in increments of \$10,000. The only Board contribution is administrative.
- (e) At their option, subject to any conditions of the carriers, employees may purchase \$50,000 additional Accidental Death and Dismemberment Insurance. The only Board contribution is administrative.
- 10.02 (a) The cost of premiums for Supplementary Medical (Drugs and Semi-Private Hospital Accommodation – Attachment A) shall be shared on the basis of 15% by the employee and 85% by the Board. The Board agrees to pay 100% of the

premiums for Vision Care coverage which is included in the supplementary medical coverage and provides a maximum of \$200 (\$250 effective September 1, 2005 and \$275 effective September 1, 2006) every twenty-four (24) months for each employee, spouse and dependent child.

- (b) The cost of premiums for a Dental Plan with bitewings every eighteen (18) months for adults, every twelve (12) months if under 18 years of age and recalls every nine (9) months for adults and every six (6) months if under 18 years of age; rider 2 (Dentures) based on 50/50 co-insurance with a \$2,000 per lifetime maximum; rider 4 (major restorative) based on 50/50 coinsurance with a \$2,000 per year maximum; and rider 3 (orthodontics) based on 50/50 co-insurance with a \$3,000 per lifetime maximum) or equivalent, shall be shared on the basis of 10% by the employee and 90% by the Board. This Dental Plan shall pay benefits based on the current Ontario Dental Association (ODA) fee schedule, minus one year.
- (c) Enrollment in the plans of (a) and (b) above is, subject to any exceptions provided by the carrier, a condition of employment for employees.
- (d)
 - (i) Subject to the conditions of the insurance underwriters, a Member who retires from the Board prior to age 65 may retain coverage under the group life insurance plan, and the supplementary medical and semi-private hospital plan, provided the Member had coverage at the time of retirement until the Member attains the age of 65 years. The retired Member must pay, in advance, subject to Board policy, the full premium cost to maintain participation and coverage under the group contract.
 - (ii) Notwithstanding 10.02 (d) (i), for Office Managers who retire after August 31, 2005, retiree benefits shall not be included in the Office Manager benefit pool and the premium costs for that retiree group shall be based upon the rating for that group.

The Board agrees to administer a long-term disability insurance plan. The only Board contribution is administrative.

Dependent Life Insurance

- (a) The cost of premiums for \$2,000 spouse insurance and \$1,000 for each dependent child over fourteen (14) days of age shall be shared on the basis of 20% by the employee and 80% by the Board.
- (b) Additional Dependent Life Insurance of \$8,000 for spouse and \$4,000 for each child over fourteen (14) days of age shall be available provided that the participating employee pays 100% of the premium cost. This provision is effective as soon as possible.

ARTICLE XI – PENSION PLAN

11.01 All eligible employees must enrol in the Ontario Municipal Employees Retirement Pension Plan (OMERS) upon employment with the Board.

- 11.02 Each employee shall contribute to the Plan based on the formulae established by OMERS. The Board shall contribute an amount as per the OMERS regulations.

ARTICLE XII – STATUTORY HOLIDAYS AND VACATION ENTITLEMENT

- 12.01 (a) The Board recognizes the following as paid holidays:

New Year's Day;
Family Day;
Good Friday;
Easter Monday;
Victoria Day;
Canada Day;
Civic Holiday;
Labour Day;
Thanksgiving Day;
½ day before Christmas Day;
Christmas Day;
Boxing Day;
½ day before New Year's Day.

In lieu of Remembrance Day, one floating holiday shall be granted to each employee who is employed by the Board on November 1st. This holiday shall normally be taken on a non-instructional day between November 1st and August 31st. The Principal's approval shall be obtained and seven (7) days' notice provided before the holiday is taken. This holiday may be split into two half days provided these are taken on the employee's last regularly scheduled day prior to Christmas Day and New Year's Day.

Any other day proclaimed as a holiday by the Dominion or Provincial Government.

- (b) In order to be entitled to payment for a holiday, an employee must have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday, unless the employee is absent with pay through illness supported by the certificate of a physician or licentiate of dental surgery, as the case may be, is on an approved leave of absence with pay or is on an approved absence without pay not exceeding five (5) working days (except where the absence is without pay due to sick leave being exhausted).
- (c) When any of the holidays, which are named in Clause 12.01 (a), fall on a Saturday or Sunday and are proclaimed as being observed on some other day, said other day shall be the holiday for the purposes of Clause 12.01.
- (d) When Christmas Day falls on a Saturday or Sunday, the following Monday shall be deemed to be the holiday for the purpose of this Agreement and the following Tuesday shall be deemed for the purpose of this Agreement to be the holiday for Boxing Day.

- 12.02 (a) For the purpose of computing vacation, the year shall be from 1 September to 31 August. Where an employee's employment is terminated part way through a vacation year, the employee's vacation entitlement for the current year shall be prorated in accordance with the ratio the part vacation year worked bears to the entire year.
- (b) All full-time employees shall be entitled to annual vacation with pay at their regular rate of pay as follows:
- (i) Ten (10) years and under – fifteen (15) working days;
 - (ii) Ten (10) years and over but under fifteen (15) years – twenty (20) working days;
 - (iii) Fifteen (15) years and over but under twenty (20) years – twenty-two (22) working days;
 - (iv) Twenty (20) years and over but under thirty (30) years – twenty-five (25) working days;
 - (v) Thirty (30) years and over – thirty (30) working days.
- (c) Vacation pay shall be at the rate in effect immediately prior to the vacation period.
- (d) An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Board.
- (e) Vacation time equivalent to not more than one (1) year's vacation entitlement may be carried forward from one year to the next with the approval of the Principal.

ARTICLE XIII – HOURS OF WORK

- 13.01 The normal daily maximum hours of work will be seven (7) hours. The normal weekly maximum hours of work will be thirty-five (35) hours. The normal work day is between 8:00 a.m. and 5:00 p.m., from Monday to Friday inclusive. No seven (7) hour day shall be spread over a period longer than eight (8) hours. These hours may be amended by mutual consent of the employee and the Board.
- 13.02 Each employee shall be permitted on a daily basis a fifteen (15) minute paid rest period in each half of the employee's scheduled hours of work.
- 13.03 Each employee shall be permitted an uninterrupted lunch break of at least thirty (30) minutes per day.
- 13.04 During the period between July 1st and Labour Day, the work week shall consist of five (5) six and one-half (6.5) hour days scheduled in accordance with Clause 13.01 with employees being paid for seven (7) hours at their regular rate of pay.

13.05 Effective September 17, 1995

- (a) All time worked beyond the normal work day, the normal work week or on a Sunday or a recognized holiday shall be considered as overtime. All overtime must have the prior approval of the Principal.
- (b) Overtime rates shall apply for work as follows:
 - (i) On a regular work day – time and one-half after seven (7) hours in any one day for all employees.
 - (ii) On a regular scheduled day off – time and one-half.
 - (iii) On a recognized holiday as described in Clause 12.01 – time and one-half plus another day off with pay at a time mutually agreeable between the employee and the Employer. In lieu of another day off with pay, the employee may elect to be paid the employee's normal day's wages plus time and one-half for the time worked.
 - (iv) All time worked on Sunday – time and one-half.
- (c) Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreeable to the employee and the Employer. Banked time accumulated during the year and not taken in time off prior to August 31st of the current year will be paid out by October 15th of the current year.
- (d) An employee who is called in and required to work outside of the employee's regular working hours shall be paid for a minimum of three (3) hours at overtime rate. Overtime pay does not cover travelling time from the employee's residence to the employee's normal reporting centre.
- (e) An employee who is required to work two (2) or more hours overtime immediately prior to, or immediately following a regular seven (7) hour working day, shall be provided with a meal allowance of \$5.50.

13.06 Employees who are required to attend mandatory in-service programs as determined by the Principal in conjunction with the Superintendent of Human Resources, or designate, shall be paid at the employee's regular rate of pay.

ARTICLE XIV – VACANCIES

- 14.01 (a) When a position within the Bargaining Unit becomes vacant or a new position within the Bargaining Unit is created, a notice of vacancy shall be posted in each work location. Such notice will describe the nature of the assignment, job classification, location, full-time or part-time, starting date, specific education or other skills required, and person to whom application is directed.
- (b) Notwithstanding (a) above, the Board reserves the right to not fill any position.

- 14.02 (a) A notice of vacancy shall be posted internally for five (5) business days prior to advertising externally.
- (b) Subject to being qualified, current employees will be given preference in filling a vacancy. This right is prior to that provided in Clause 15.09 (f).
- 14.03 A current employee who has completed the probationary period who fills a vacancy shall be subject to a three (3) month trial period.
- 14.04 If at the end of the three (3) month trial period, the Bargaining Unit employee does not remain in the new position, all affected employees within this Bargaining Unit shall be returned to former positions.
- 14.05 Where a temporary employee replaces an employee who is on leave for a specific period of time, then at the end of that time the replacing employee shall be released from employment as an Office Manager. For such vacancy, the posting requirements in Clause 14.01 shall not apply.

ARTICLE XV – SENIORITY AND LAY OFF

- 15.01 (a) Seniority shall mean the length of continuous service in the employ of the Board, inside the Bargaining Unit, since date of hire. This shall be called the "seniority date". Unless specifically otherwise provided, no approved absence (with or without pay) shall constitute a break in continuous service for the purposes of seniority.
- (b) Where a provision of this Agreement provides that a period of time shall not count towards seniority or that seniority shall not accrue or accumulate during a period of time, the seniority date shall be adjusted to reflect such period(s) of time. This adjustment shall be done by moving the seniority date towards the present by the number of calendar days in said period(s) of time.
- (c) Where a provision of this Agreement provides that a period of time or a portion of a period of time which would otherwise not count towards seniority or during which seniority would not accrue or accumulate shall be included in seniority, the seniority date shall be further adjusted following application of (b) above to reflect such period(s) of time. This adjustment shall be done by moving the seniority date away from the present by the number of calendar days in said period(s) of time.
- (d) Except as provided in Clause 15.05, time on lay off shall accrue towards seniority.
- (e) Ties shall be broken by lot at the time the tie first occurs.
- (f) For employees hired prior to June 1, 1993, the seniority date shall be computed using the above rules except service shall include employment with the Board outside the Bargaining Unit [including service with the Board prior to the certification of the Bargaining Unit], and broken service will be included unless the reasons for the break in service was a resignation (or deemed resignation) by

the employee or the period of break exceeds the time limit set out in Clause 15.05 (d).

- 15.02 (a) During the probationary period set out in Clause 9.02, the employee shall have no seniority and no right of access to the procedures in this Article.
- (b) A temporary or casual employee shall not acquire seniority unless said employee becomes permanent immediately following the temporary or casual assignment in which case seniority shall date back to the start of the temporary or casual assignment.
- 15.03 Each employee with seniority shall appear on a Seniority List in order of decreasing seniority.
- 15.04 (a) The Board shall publish the Seniority List of Clause 15.03 by January 31st of each year. Copies of the Seniority List shall be posted in each location where employees named on the Seniority List are employed.
- (b) The Bargaining Unit President shall be provided with a copy of the Seniority List. The Bargaining Unit President shall have twenty (20) working days to submit, in writing, any objections to the Seniority List. At the end of this time, if no objections have been submitted, in writing, the Seniority List shall be accepted as final and complete until the publication of a new Seniority List.
- (c) Where objections have been submitted, in writing, the balance of the Seniority List is final and complete until the publication of new Seniority List.
- (d) A revision to a Seniority List to satisfy an objection does not constitute a new publication of the Seniority List.
- (e) The Seniority List may be published at other times by mutual agreement between the Bargaining Unit and the Board. In such a case the Parties shall determine the length of time, if any, to submit, in writing, objections.
- 15.05 An employee shall lose all seniority and shall have employment terminated in the event that the employee:
- (a) resigns;
- (b) is discharged for just cause and not reinstated;
- (c) fails to return to work within seven (7) calendar days following a lay off and after being notified by registered or certified mail to do so unless through illness or other just cause;
- (d) is laid off for a period longer than two (2) years;
- (e) fails to return to work after completion of a leave of absence (with or without pay) which was granted by the Board unless a reasonable explanation is submitted and accepted by the Board;
- (f) utilizes a leave of absence for purposes other than those for which the leave of absence was granted by the Board unless a reasonable explanation is submitted and accepted by the Board;

- (g) accepts permanent full-time employment with another employer.
- 15.06
- (a) When there is no need for an employee's services as a result of a decision of the Board or its agents that employee shall be laid off after being given written notice by registered or certified mail, facsimile transmission or hand delivery.
 - (b) The Board agrees that no employee or staff as of June 1, 1993 shall be laid off, have hours of work reduced or be relocated as a result of contracting out work customarily performed by an employee covered by this Agreement.
- 15.07
- (a) The extent of written notice required by the Board for the purposes of Clause 15.06 (a) shall be as follows:
 - Employees on probation – Five (5) days;
 - Employees with one (1) or more years of service and less than three (3) years of service – Ten (10) days;
 - Employees with three (3) or more years of service and less than four (4) years of service – Fifteen (15) days;
 - Employees with four (4) or more years of service and less than five (5) years of service – Twenty (20) days;
 - Employees with five (5) or more years of service and less than six (6) years of service – Twenty-five (25) days;
 - Employees with six (6) or more years of service and less than seven (7) years of service – Thirty (30) days;
 - Employees with seven (7) or more years of service and less than eight (8) years of service – Thirty-five (35) days;
 - Employees with eight or more years of service – Forty (40) days.
 - (b) In Clause 15.07 (a) the times referred to are days worked by the employee before the termination is effective. If the employee is terminated and has not had the opportunity to work during the notice period, the employee shall be paid in lieu of work for that part of the period work was not made available.
- 15.08
- An employee who is provided with notice of lay off (in accordance with Clauses 15.06 and 15.07) may choose to displace (bump) another employee. This is subject to the following conditions:
- (a) The employee's name must appear higher on the Seniority List than the name of the employee being bumped.
 - (b) An employee who wishes to bump must advise the Human Resources Department, in writing, within five (5) working days of receiving the notice of Clause 15.05 that bumping is intended and clearly identify (by name of the incumbent employee) the position to be bumped.

- (c) An employee who fails to meet the time limits of Clause 15.08 (b) loses the privilege to bump.
 - (d) An employee who has acquired seniority who is bumped has a right to utilize the process of this Clause. For these purposes the date of notification of being bumped shall be substituted for notice of Clause 15.06 mentioned in paragraph (b).
- 15.09
- (a) There shall be a recall list. An employee who is laid off may choose to be placed on the recall list. Being on a recall list creates a recall right to the positions covered by this Agreement.
 - (b) An employee's name will remain on a recall list until either the employee loses all seniority (Clause 15.05); the employee is recalled; or the employee requests (in writing) removal from the list.
 - (c) The employee shall keep the Board informed of any change of address.
 - (d) The Board shall notify an employee on a recall list of any position being posted (in accordance with Clause 14.01) to which the employee has recall right. This notice shall be by sending the employee a copy of the posting by registered or certified mail to the address on file.
 - (e) The employee may exercise the recall right within seven (7) calendar days of the notice in Clause 15.09 (d) by applying in accordance with the instructions in the posting. The application shall clearly indicate a recall right is claimed.
 - (f) Subject to specific education or other skills required, an employee with a recall right shall have priority over other applicants. Where more than one employee with a recall right applies, placement shall be in order of decreasing seniority. This right is after that provided in Clause 14.02 (b).
 - (g) A laid off employee who is recalled must repay any severance allowance paid or the employee cannot be recalled.

ARTICLE XVI – SICK LEAVE

- 16.01 Personal Illness
Each employee shall be entitled to salary notwithstanding absence from duty on account of sickness certified to by a physician or on account of acute inflammatory condition of the teeth or gums certified to by a licentiate of dental surgery.
- 16.02 Sick Leave Account
- (a) At the first of September of each year, an employee's sick leave account shall be credited with one and one-half (1.5) days of sick leave allowance for each month of employment anticipated for the next year. A newly hired employee receives a credit for the balance of the year upon commencement of duties. At the end of each year's employment, the amount of sick leave credit remaining in an employee's account shall be carried forward up to a maximum of two hundred

and forty (240) days with any above this amount being kept on record and this credit can be available in special cases of prolonged illness at the discretion of the Board.

- (b) Each employee's sick leave account shall be debited for the number of days absent due to personal illness and for which salary was paid, until such account has become exhausted. When an account has been completely expended no further payments shall be made for absence due to personal illness until the account has been credited with the allowance for the next year commencing September 1st. Any overdraw of the sick leave account is subject to recovery by the Board.
- (c) All payments to employees under sick leave shall be computed on the basis of the rate of regular day's salary such employee is, or would be, receiving at the time the absence occurs.
- (d) Where an employee of another Board or Municipality which has established a sick leave credit plan under any Act of the Province of Ontario becomes an employee of the Renfrew County District School Board, the employee shall be entitled to have placed to the employee's credit, the sick leave credits standing to the employee's credit in the plan of the Board or Municipality by which the employee was previously employed up to a maximum of two hundred forty (240) days.
- (e) Upon any change in employment status (such as leaving Bargaining Unit, termination) the credit under (a) above for the current year shall be adjusted.

- 16.03
- (a) Absence due to personal illness of three (3) consecutive school days or less and not exceeding a total of ten (10) working days in any one year do not normally require medical certification. However, at the Board's discretion, a medical certificate may be required for any lesser period of absence.
 - (b) A certificate when required under (a) above shall be furnished to the principal or other immediate supervisor and shall clearly certify to the inability of the employee to attend to duties due to personal illness or acute inflammatory condition of the teeth or gums.
 - (c) For absences in excess of ten (10) school days, but of three (3) months or less, a certificate shall be submitted to the Superintendent of Human Resources or designate. If the absence is for a period in excess of three (3) months, the Board may require that it be certified by a doctor chosen by the Board at the Board's expense.
 - (d) Where the frequency of incidental absence becomes a concern to the Board, the employee may be required to have a medical examination by a doctor chosen by the Board at the Board's expense.

- 16.04
- An employee who is absent due to an illness or injury which is compensable by the Workers' Compensation Board shall be entitled to supplement such compensation up to the full salary of the employee, provided that such supplementary payments will be

charged pro-rata against the accumulated sick leave credits of the employee and will only be paid as long as there are unused sick leave credits.

16.05 Quarantine Leave

Where, because of exposure to a communicable disease, an employee is quarantined or otherwise prevented by order of the medical health authorities from attending to duties, the employee shall be paid regular salary without loss of sick leave, benefits, experience or seniority and the time shall not be deducted from the employee's sick leave account.

ARTICLE XVII – SPECIAL LEAVE

- 17.01 (a) Each employee may be granted leave of absence for reasons other than illness without deduction of salary subject to approval by a person or persons designated by the Board. Application for Special Leave shall be made through the Principal. Any such absences shall be chargeable to the employee's special leave account and are subject to sufficient leave credits being in the employee's special leave account.
- (b) Generally, special leave is granted for such reasons as:
- university graduation exercise (including graduation from a 2 or 3 year college program) for employee or members of immediate family;
 - funeral of relative other than qualifying for Bereavement leave or close friend;
 - sudden illness of family member;
 - taking family member to doctor or hospital;
 - appointment with lawyer or other professional which cannot be arranged outside working hours;
 - household emergencies where physical property or goods of employee at risk due to weather or other hazards;
 - marriage of employee's children or children of employee's spouse;
 - transportation emergencies;
 - other family responsibilities such as need to make unexpected alternative care arrangements and attendance at minor child's school.
- (c) In (b) above:
- (i) "immediate family" means spouse, parent, parent-in-law, or child;
 - (ii) "family member" means spouse, parent, parent-in-law, minor child, person living within household for whom the employee has responsibility or adult child where the employee takes on major care giving responsibilities.
- (d) In all cases employees are expected to minimize the amount of time from work. Special Leave may be granted for as little as fifteen (15) minutes and up to the credits available.
- (e) Special Leave is not granted for social occasions such as reunions, anniversaries.

- (f) Where Special Leave is not granted, leave without pay may be granted at the request of the employee, upon approval of the Principal.
- (g) Where Special Leave requested after the fact is denied, the absence becomes leave without pay.
- (h) Where Special Leave is denied after the absence has occurred, the absence becomes leave without pay.

17.02 Special Leave Account

- (a) At the first of September each year an employee's Special Leave Account shall be credited with one-half (0.5) day of Special Leave allowance for each month of employment anticipated for the next year. A newly hired employee receives a credit for the balance of the year upon commencement of duties.
- (b) At the end of each year prior to application of (a) above, the amount of Special Leave credit remaining in an employee's account shall be transferred to the employee's sick leave account. This transfer will be deemed to have occurred prior to the operation of Clause 16.02.
- (c) If at anytime an employee has used all of the employee's accumulated sick leave allowance, the employee may utilize the employee's Special Leave allowance for sick leave purposes.
- (d) Upon any change in employment status (i.e. such as leaving the Bargaining Unit) the Special Leave Account shall be adjusted.
- (e) Any overdraw of the Special Leave Account is subject to recovery by the Board.

ARTICLE XVIII – BEREAVEMENT LEAVE

- 18.01
- (a) A maximum of three (3) working days with pay shall be granted to attend the funeral of immediate next-of-kin (parents or guardian, children, brothers, sisters, spouse, mother-in-law, father-in-law, grandparents, grandchildren, any relative living in the same household or any other relative for whom the employee is required to make the funeral arrangements).
 - (b) If more than three (3) consecutive working days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three (3) shall be chargeable to special leave. If special leave is used up, then pay shall be withheld for the number of days involved. Special leave granted under this section is subject to approval by the Superintendent of Human Resources or designate.

18.02 Family Medical Leave

- (a) "Family Medical Leave" means an unpaid leave taken for the purposes of caring for or supporting a family member who is gravely ill with a significant risk of death within twenty-six (26) weeks.

- (b) The leave may be taken for up to a maximum of eight (8) weeks.
- (c) An employee on Family Medical Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the member been actively employed, including, but not limited to:
 - (i) accumulation of credit for sick leave, seniority and experience;
 - (ii) employee benefits.
- (d) An employee who intends to take a Family Medical Leave shall notify the employer of the dates on which the member intends to leave and return to active employment.
- (e) The employee will provide to the employer a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks and the relationship to the employee.
- (f) For the purpose of this article, "family" is defined as follows:
 - (i) the employee's spouse;
 - (ii) a parent, step-parent or foster parent of the employee;
 - (iii) a child, step-child or foster child of the employee or the employee's spouse.

ARTICLE XIX – COURT APPEARANCES

19.01 Summons and Subpoenas

Each employee shall be allowed leave of absence without deduction of salary or sick leave when required to serve on a jury or subpoenaed as a witness in any proceeding to which the employee is not a Party or one of the persons charged. The employee shall pay to the Board any fee, exclusive of travelling allowances and living expenses that are received as a juror or as a witness.

19.02 Court Cases

In the event that an employee, in the execution of duties, is charged and acquitted of an offence, the employee shall be allowed leave of absence without deduction of salary for the time spent in court with the approval of the Board. If the employee is not acquitted, a salary deduction may be made at the discretion of the Board.

19.03 Codefendant with Board

- (a) Where the employee as a result of the employment relationship, is a codefendant with the Board in an action brought by a third party, the employee shall be permitted leave of absence without deduction of salary or sick leave for the purposes of responding to the action with the Board.
- (b) This provision only applies to the extent the employee and the Board have common interests and does not apply to any parallel action in which the Board is not a defendant.
- (c) This provision ceases to apply upon the Board ceasing to be a defendant in such action.

ARTICLE XX – PREGNANCY AND PARENTAL LEAVE

20.01 An employee is entitled to an unpaid pregnancy or parental leave of absence as provided for in the Employment Standards Act.

SEB Plan

20.02 A Pregnancy/Parental Leave SEB Plan shall provide for payment of the first two (2) weeks of Pregnancy/Parental Leave of the normal Employment Insurance rate for each eligible employee.

20.03 For the six (6) week period immediately following the birth of her child, the Board shall top-up benefits as a supplement to the employee's Employment Insurance pregnancy benefit entitlement, without the requirement to submit medical proof of illness. The amount of the top-up shall be equal to the difference between the amount of the employee's Employment Insurance pregnancy benefits, (which is acknowledged to be during the employee's two week waiting period if it occurs during this period) and ninety-five (95) percent of the employee's regular weekly earnings. For the purpose of the Article, the employee's regular weekly earning shall be determined by dividing the annual gross salary by fifty-two (52).

If the employee is not entitled to pregnancy Employment Insurance benefits for the full six (6) week period immediately following the birth of her child, the top-up benefit payments are only required from the Board for any period corresponding with the payment of Employment Insurance pregnancy benefits.

20.04 Within one (1) month of the expected date of delivery, the employee shall notify the Board of the employee's intent to access either a) the E.I. top-up as outlined in Clause 20.03 above or b) the employee's accumulated sick leave credits to maximum of six (6) weeks from the date of delivery provided the employee has sufficient credits available.

ARTICLE XXI – LEAVE OF ABSENCE WITHOUT PAY

21.01 An employee is entitled to apply for a Leave of Absence (without pay) for a specified period of time. The granting of such leave is at the discretion of the Board.

21.02 An application for a Leave of Absence Without Pay must be submitted to the Director of Education or designate at least four (4) months prior to the requested commencement date of the Leave except in emergency cases.

21.03 A Leave of Absence Without Pay granted by the Board may be extended for further periods. The process of Clause 21.02 shall be followed except one (1) month is substituted for four (4) months.

21.04 An employee on a Leave of Absence without Pay must notify the Board at least one (1) month prior to the termination of the Leave if the Employee is not going to return to work.

- 21.05 An employee on a Leave of Absence Without Pay may at their expense maintain employee benefits. The responsibility for making these arrangements rests with the employee.

ARTICLE XXII – RETIREMENT GRATUITY AND SEVERANCE ALLOWANCE

- 22.01 Employees are eligible to receive a Retirement Gratuity in accordance with the following:

- (a) those employed on or before August 31, 1982, and otherwise eligible for Retirement Gratuity are eligible from date of employment;
- (b) those employed since August 31, 1982 are eligible to accumulate sick leave credits for Retirement Gratuity purposes commencing January 1, 1990;
- (c) the employee has been employed on a regular basis and received sick leave credits;
- (d) the employee has completed a minimum of ten (10) years continuous service with the Board or its predecessors and submits proof to the Human Resources Department within three (3) months after leaving the Board" employ that the employee is receiving a pension from the pension plan referred to in Article 11;
- (e) the employee has completed forty (40) years of service with the Board;
- (f) the employee suffers permanent disability as certified to by a licensed medical practitioner.

- 22.02 (a) The Retirement Gratuity shall be calculated on:
- (i) number of years service;
 - (ii) number of days accumulated in the employee's sick leave account at the time of retirement.

- (b) The formula for calculating the Retirement Gratuity shall be:

$$\frac{N}{240} \times \# \times \$$$

where

N is the number of unused accumulated sick leave credits eligible for inclusion to a maximum of 240 (days transferred from another employer are not included; days used are charged on last in first out basis).

is based on years of service.

10 years – 20%	16 years – 38%
11 years – 23%	17 years – 41%
12 years – 26%	18 years – 44%
13 years – 29%	19 years – 47%
14 years – 32%	20 or more – 50%
15 years – 35%	

\$ is the last full year's salary.

- (c) For employees hired prior to January 1, 1976 the formula shall be:

$$\frac{N}{240} \times (3\% \times \text{years of service}) \times \text{Best salary}$$

- (d) No Retirement Gratuity can exceed fifty percent (50%) of one year's salary at the time of retirement.

- 22.03 (a) For Retirement Gratuity purposes, an employee may accumulate two hundred and seventy (270) sick leave days; however, the Retirement Gratuity is based on a maximum of two hundred and forty (240) days.

- (b) The Retirement Gratuity may be paid, in a lump sum or over not more than a three (3) year period, and at a time or times mutually agreeable.

- (c) Should a retired employee die before receiving full payment of the Retirement Gratuity, the accrued benefits shall likewise be paid to the employee's beneficiary or estate if no beneficiary has been named.

- (d) In the event of the death of an employee prior to cessation of employment, a Retirement Gratuity based on accumulated sick leave and length of service at the time of death shall be paid to the employee's beneficiary or estate if no beneficiary has been named.

- (e) Days utilized for the Retirement Gratuity are charged against the Sick Leave Account and cannot be used for any other purpose.

- 22.04 Employees are eligible to receive a Severance Allowance where any employee has a period of ten (10) or more years of continuous unbroken service with the Renfrew County District School Board and its predecessors, such period ending at the time of termination of employment, the employee shall, on termination of employment, be entitled to severance pay on the following terms:

- (a) The employee will receive five (5) day's pay for each year of service in which at least ten (10) days sick leave has accumulated;

- (b) the maximum severance allowance shall be a half-year's (0.5) salary.

- (c) The employee must have sick leave credits equal to at least the number of days paid under (a).

- (d) Days utilized for the Severance Allowance are charged against the Sick Leave Account and cannot be used for any other purpose.

- (e) This Clause is not available to an employee receiving a Retirement Gratuity.

ARTICLE XXIII – WORKING CONDITIONS

- 23.01 Employees who are required by the Board to use their own automobile for the Board's business will be paid travel as per Board Policy. The minimum allowance will be \$4.00 per day when the vehicle is used on the Board's business.
- 23.02 The Board shall provide bulletin board space in each school on the common bulletin board for the exclusive use of the Bargaining Unit.
- 23.03 The Board shall provide information to the Bargaining Unit President about the professional development activities provided by the Board.
- 23.04 An employee shall, upon request have access to the Board's in-service programmes on a voluntary basis subject to the availability of space.
- 23.05 With respect to Video Display Terminals/Cathode Ray Tubes, the employee and the Board shall have the following responsibilities:
- (a) Both Parties recognize that the introduction of computer-based systems can be of mutual advantage by improving efficiency and developing better working conditions.
 - (b) The Board shall provide the Union with and, if requested, review and discuss all information concerning the existing system and/or the introduction of new systems, including the following:
 - (i) names and type of system;
 - (ii) number and type of all components;
 - (iii) name, number and type of all terminals hereinafter referred to as VDT's or CRT's.
 - (c) VDT/CRT's shall be equipped so as to minimize glare wherever required. All reasonable measures will be taken to reduce glare and reflection.
 - (d) Any pregnant employee required to work on VDT/CRT's shall be offered alternate employment, provided such is available on a mutually agreeable basis. Should no alternate employment be available, the pregnant employee may take of leave of absence without pay in addition to maternity leave.
 - (e) The Parties shall make available to each other any report or findings about VDT/CRT's relative to the safety of the equipment with the view to taking any corrective measures available or required.
- 23.06 Education Allowances
The Employer shall pay the full cost of any course of instruction required by the Employer. Payment shall be made on successful completion of the course.

ARTICLE XXIV – EVALUATION

- 24.01 An evaluation of an employee shall be made in writing and signed by the evaluator. At the request of either Party, a meeting shall be held to discuss the evaluation.
- 24.02 The employee shall be given an opportunity to sign the evaluation and to make written comments if so desired. This opportunity shall occur before the evaluation is sent to the Superintendent and/or Human Resources Department. The signature indicates only that the employee has read the evaluation.

ARTICLE XXV – PERSONNEL FILES

- 25.01 An employee shall have access during normal business hours to that employee's personnel file upon prior written request and in the presence of a Supervisory Officer or other person(s) designated by the Director. The employee shall also have access to that employee's personal in-school data file. The employee may copy any material contained in the files.
- 25.02 The employee may be accompanied by one other person who shall have access to such information at the request of the employee.
- 25.03 If the employee disputes the accuracy or completeness of any such information other than an evaluation referred to in Article XXIV, the Board shall, within thirty (30) calendar days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm, amend or delete the information.
- 25.04 Where the Board amends such information, the Board shall, at the request of the employee, attempt to notify all persons who received a report based on inaccurate information in the preceding twelve (12) months.
- 25.05 If there is a dispute as to the accuracy of any material in the files covered by Clause 25.01, said dispute shall be resolved by the processes of the Municipal Freedom of Information and Protection of Privacy Act, 1989.

ARTICLE XXVI – JUST CAUSE

- 26.01 (a) No employee who has completed the probationary period of Clause 9.02 shall be disciplined without just and sufficient cause and such cause shall be communicated in writing.
- (b) The written notice shall be by certified or registered mail or hand delivery with a copy to the Bargaining Unit President.

ARTICLE XXVII – PRINTING OF COLLECTIVE AGREEMENT

- 27.01 The Board shall provide each employee with a copy of the current Collective Agreement in force between the Board and the Bargaining Unit.

ARTICLE XXVIII – X OVER Y PLAN

28.01 Purpose

Under this plan, a participating employee agrees to work for a period of time at less pay than that employee would have received based upon current qualifications, years of experience and any applicable allowances. In return, the Board agrees to grant the participating employee a self-funded leave (leave with pay). A plan approved under this provision would normally be between two (2) and five (5) years in duration.

28.02 Eligibility

Any permanent employee with the Board is eligible to participate in this plan.

28.03 Applications

- (a) An employee wishing to participate in this plan must submit a written application to the Superintendent on the Administering Committee not later than January 7th preceding the school year in which the employee wishes to enter the plan.
- (b) The application must describe the individual scheme as to the number of years of participation, the amount by which the regular pay will be reduced for each non-leave year of the plan and the year(s) in which the leave is to be taken.
- (c) Each employee submitting an application to participate in this plan shall be sent by March 1st written confirmation of acceptance of the individual scheme or a written explanation of the reasons for the rejection of the individual scheme.

28.04 Conditions of Acceptance

- (a) No individual scheme will be recommended for acceptance if more than one (1) of the Office Managers projected for the year in which the leave would be granted would as a result be on leave under this plan.
- (b) No individual scheme will be recommended for acceptance if the participating employee will have less than three (3) years full-time experience (or equivalent part-time experience) with the Board when the leave will be granted.
- (c) No individual scheme will be recommended for acceptance if the leave of absence is not fully funded by the employee in advance.
- (d) No individual scheme will be recommended for acceptance if the applicant has not yet fulfilled the conditions for some previously granted form of leave.

28.05 Contract

- (a) Each participating employee shall execute a contract with the Board wherein are set out of the terms and conditions of participation in the plan.
- (b) The contract must be executed by March 15th or the employee shall be deemed to have withdrawn the application to participate in the plan.
- (c) This contract shall be enforceable between the employee and the Board as though it were part of this Agreement.
- (d) The contract may be amended from time to time by mutual agreement provided the amendments affect neither the length nor the starting date of the leave, they are made prior to June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.

- (e) The contract may be amended from time to time by mutual agreement with respect either to the length of the starting date of the leave provided the amendments are approved by the Administering Committee and the Board.
- (f) The Administering Committee will receive a copy of the contract and any amendments which may be subsequently made.

28.06 **Leave**

- (a) (i) Where deferred salary is involved, the leave period must commence after a period not exceeding six (6) years after the initial date of deferral.
- (ii) Leave periods cannot be postponed beyond the maximum time limit although they may be postponed within the maximum time limit.
- (iii) The leave must immediately follow the deferral period.
- (b) A leave under this plan shall be granted, subject to the Board being able to hire a suitable replacement, for the period set out in the individual scheme.
- (c) During a leave granted under this plan, fringe benefits, subject to the requirements and provisions of the insuring companies, will be maintained by the Board with the premiums being fully paid by the employee.
- (d) Sick leave credits may be neither accumulated nor utilized during a leave granted under this plan.
- (e) All provisions of this clause shall be subject to Revenue Canada regulations.

28.07 **Return from Leave**

- (a) Subject to the provisions of the redundancy procedure, a participating employee, upon return from a leave granted under this plan, shall be returned to the same position the employee was assigned immediately prior to the leave.
- (b) Subject to declining or changing enrolment patterns and the provisions of the redundancy procedure, a participating employee, upon return from a leave granted under this plan, shall be returned to any position of responsibility employee held prior to the leave.
- (c) Upon return from a leave granted under this plan, a participating employee shall be eligible for any increase in salary other than increment and benefits that would have been received had the leave not been taken.
- (d) The participating employee must return to the employment of the Board after the leave period for a period that is not less than the leave provided.

28.08 **Payment**

- (a) During non-leave portions of the individual scheme, the participating employee shall be paid normal grid salary and allowances less the amount set out in the individual scheme by which the participating employee's normal grid salary and allowances are to be reduced.
- (b) During the non-leave portion of the individual scheme, the amount by which the participating employee's normal grid salary and allowances are reduced (i.e. the amount set out by the participating employee) shall be placed in trust with a chartered bank, trust company, credit union or such other recognized financial institution selected by the Board and interest earned thereby shall accrue to the benefit of the trust.
- (c) During the leave portion of the individual scheme, the participating employee shall be paid an amount which consists of the sum accumulated in the trust.

Interest accumulated in the trust will be paid to the participating employee in accordance with Revenue Canada regulations.

- (d) During participation in the plan, the participating member shall be paid on those dates and in the amounts established by Article 9.
- (e) Provided the Board offers "Direct Deposit" under Article 9.05, during the leave portion of the individual scheme, the participating employee's cheque will continue to be deposited. If for any reason the Board ceases direct deposit under Article 9.05, the participating employee's cheque will be deposited by mail to the same bank to which direct deposit was previously being made.

28.09 Withdrawal, Redundancy and Death

- (a) (i) A participating employee may not withdraw from the plan on or after March 15th of the school year in which leave is to commence.
(ii) A participating employee may withdraw from the plan at any time prior to March 15th of the school year in which the leave is to commence by delivering written notice of withdrawal to the Superintendent on the Administering Committee.
- (b) A participating employee who becomes redundant prior to the commencement of leave under this plan shall be deemed to have withdrawn from the plan.
- (c) A participating employee who withdraws from the plan under the circumstances of Article 28.09 (a) (ii) or (b) shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of withdrawal.
- (d) The estate of a participating employee who dies before the commencement of leave under this plan shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent.
- (e) A participating employee who becomes redundant after the commencement of leave under this plan shall receive any amount remaining in the trust including accrued interest. The participating employee remains obligated to repay any amounts received in excess of the sum accumulated in the trust including any interest thereon.
- (f) The estate of a participating employee who dies after commencement of leave under this plan shall receive any amount remaining in the trust including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the Administering Committee.

28.10 Deferral of Leave

- (a) If a suitable replacement for a participating employee cannot be hired by the Board, the Board may defer the year of the leave. In such a case the Board shall give the participating employee written notice at least three (3) months before the date on which the leave was to commence.
- (b) In such a case, the participating employee may choose to withdraw from the plan or remain in the plan by giving the Superintendent on the Administering Committee written notice of intent within ten (10) days of notification of deferral of leave.
- (c) Where the employee chooses to remain in the plan, an amendment to the contract must be entered into within fifteen (15) days of the decision to remain in the plan or the employee shall be deemed to have withdrawn from the plan.

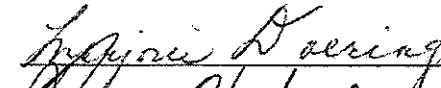
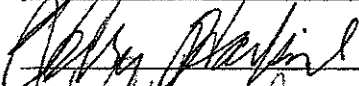
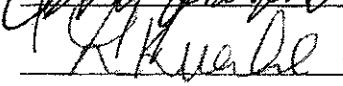
- (d) Where the employee chooses to remain in the plan, the money in trust shall continue to accrue interest.

28.11 Administering Committee


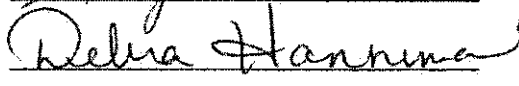
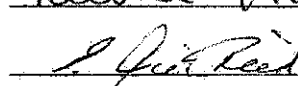
- (a) This plan shall be administered by a committee consisting of two (2) representatives of the Board.
- (b) (i) The Administering Committee shall screen all applications and make recommendations to the Board on all applications received indicating that it either considers the individual scheme should be approved, not approved or that it has no recommendation.
- (ii) In screening the applications, the Administering Committee shall consider the needs of the applicant's school, the number expected to be on leave under this plan in the year a leave is requested and, subject to Clause 28.04 any other factors it considers relevant.
- (iii) The recommendations of the Administering Committee shall be made to the Board in such time for the Board to be able to deal with them at a regular meeting of the Board prior to April 30th.
- (c) (i) Throughout an employee's participation in the plan, the control of the trust established by Clause 28.08 (b) shall be vested solely in the Administering Committee on behalf of the participant.
- (ii) The Board shall be responsible for making the trust arrangements with the chartered bank, trust company, credit union or other recognized financial institution to which the money held in trust shall be paid.
- (d) During the leave portion of an individual scheme, the Administering Committee shall arrange for payment to the Board, in advance of the Board making payment to the participating employee, the amounts set out in Article 28.08 (c).
- (e) The Administering Committee shall carry out such steps as it considers necessary to ensure participating office managers are aware of their rights and privileges under the OMER's Pension Plan and the Income Tax Act.
- (f) The Administering Committee shall be responsible for carrying out all other functions assigned it by this Article.

Dated at Pembroke, this 7th day of May, 2009 .

Signed on behalf of the Renfrew
County District School Board

Signed on behalf of the Ontario Secondary
School Teachers' Federation, District 28,
Office Managers' Bargaining Unit

ATTACHMENT A

Supplementary Medical and Semi-Private Hospital Coverage

Based on no co-insurance:

- (i) Podiatrist to a maximum of \$400 per year
- (ii) Physiotherapist/athletic to a maximum of \$750 per year
- (iii) Speech Therapist to a maximum of \$400 per year
- (iv) Chiropractor to a maximum of \$400 per year
- (v) Osteopath to a maximum of \$400 per year
- (vi) Chiropodist to a maximum of \$400 per year
- (vii) Nutritional counselling to a maximum of \$400 per year
- (viii) Naturopath to a maximum of \$400 per year
- The combined maximum for practitioners in (i) through (viii) of \$1,500 per year.
- (ix) Massage Therapist to a maximum of \$400 per year
- (x) Psychologist/family to a maximum of \$400 per year

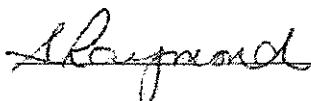
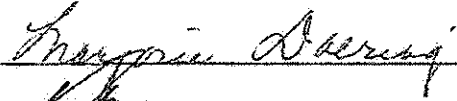
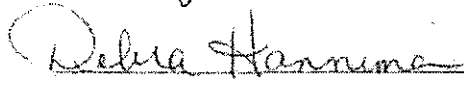
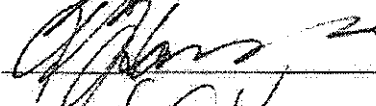
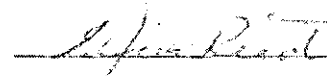

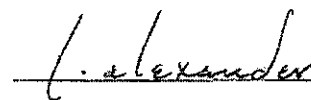
LETTER OF UNDERSTANDING
Professional Development Committee

The Board recognizes the value of professional development for staff within this Bargaining Unit. As such, the Board shall provide representation for one (1) member of the Bargaining Unit on a Professional Development Committee. The mandate of this committee shall be to assess the professional development needs of Office Support Staff and recommend appropriate professional development and training activities to be implemented beginning in the 2009-2010 school year subject to available budget.

Dated at Pembroke, Ontario this 18th day of November, 2008.

On behalf of the Ontario Secondary
School Teachers' Federation, District 28,
Office Managers' Branch

On behalf of the Renfrew County District
School Board

Letter of Understanding

between

The Renfrew County District School Board

and

**Ontario Secondary School Teachers' Federation (OSSTF)
District 28 Office Managers' Bargaining Unit**

1. The Renfrew County District School Board and the Ontario Secondary School Teachers' Federation (OSSTF) District 28 Office Managers' Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

This Letter of Understanding shall not be considered as part of the Collective Agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.

2. **Professional Development Allocation**

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The Bargaining Unit's proportionate share of the Board's allocation provided under the Ministry's \$17 million one-time 2008-09 Ministry of Education funding enhancement for professional development and training for education support workers, shall be the ratio between the Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support employees, as reported in the Board's 2006-07 Financial Statements. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be turned over to the bargaining unit no later than December 31, 2008. The total Board's estimated funding is \$84,734 subject to 2008-2009 revised estimates due December 12, 2008. The Unit's estimated share is \$1,876. It will be used by the bargaining unit to support the professional development, training and equipment of bargaining unit members. It is understood that the total turned over to the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education. The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

The Board agrees to share the financial analysis and calculations of this allocation with OSSTF District 28 Office Managers' Bargaining Unit.

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

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

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

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

- Offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between 2008-09 and 2009-10 school years due to declining enrolment.

The Board shall share the financial analysis and calculations of this allocation with OSSTF District 28 Office Managers' Bargaining Unit.

The parties agree that as of October 31, 2008 the FTE of the Bargaining Unit is 7 FTE.

4. Group Benefits and Other Working Conditions

The parties have noted the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional provincial annual enhancement of \$33 million effective in 2010-11, to enhance group benefits and other working conditions to be locally negotiated for implementation by September 1, 2010.

The Board must spend no less than their allocated amount under this enhancement.

The OSSTF District 28 Office Managers' Bargaining Unit share of the Board's allocation, under the Ministry's \$33 million enhancement, shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-09 Financial Statements. In determining the ratio, occasional teachers shall be excluded. All group benefit coverage levels, provisions, and practices in place in 2007-08, and not revised under the Ministry's \$33 million enhancement, shall remain status quo for this agreement.

The total Board's estimated funding is \$167,901 subject to October 31, 2008 enrolment which is due to the Ministry of Education by December 31, 2008 and the 2008-2009 Financial Statements. The Unit's estimated share is \$1,140. As of November 18, 2008 OSSTF has advised the Board that the priorities for improvements for benefits are as follows: increase Vision Care coverage from \$275 to \$300; increase Massage Therapy from maximum of \$400 to \$500 per year.

The Board shall share the financial analysis and calculations of this allocation with OSSTF District 28 Office Managers' Bargaining Unit.

The Board shall provide OSSTF District 28 Office Managers' Bargaining Unit with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar to, but not limited to, the information provided by Boards in a public procurement process.

LETTER OF UNDERSTANDING
Pay Equity

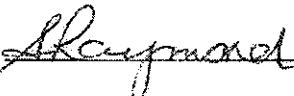
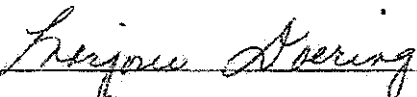
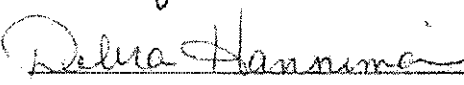

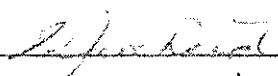

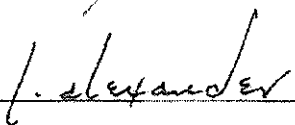
The Board and Office Managers' Bargaining Unit shall maintain the Pay Equity Plan under the Pay Equity Act through a Joint Job Evaluation Committee.

The Committee shall consist of no more than two representatives of the Board and no more than two representatives of the Bargaining Unit which shall maintain the Pay Equity Plan annually, but not before incumbents have been in their respective job class for at least six (6) months.

Dated at Pembroke, Ontario this 18th day of November, 2008.

On behalf of the Ontario Secondary
School Teachers' Federation, District 28,
Office Managers' Branch

On behalf of the Renfrew County District
School Board

LETTER OF UNDERSTANDING
Benefits

Subject to the agreement of OSSTF (Teachers' Bargaining Unit), the Office Managers' Bargaining Unit can elect to participate in the Benefit Plans (excluding Group Life) pursuant to OSSTF (Teachers' Bargaining Unit) Agreement. The parties shall determine the appropriate implementation date.

Dated at Pembroke, Ontario this 18th day of November, 2008.

On behalf of the Ontario Secondary
School Teachers' Federation, District 28,
Office Managers' Branch

On behalf of the Renfrew County District
School Board

Raymond
Debra Hannema
Spence
Alexander

Marjorie Saering
Waters
R Kuell