

COLLECTIVE AGREEMENT

BETWEEN

RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

ONTARIO SECONDARY SCHOOL TEACHERS'

FEDERATION (OSSTF), DISTRICT 28

EARLY CHILDHOOD EDUCATORS' (ECEs) BARGAINING UNIT

FOR THE PERIOD

SEPTEMBER 1, 2010 TO AUGUST 31, 2012

(Subject to correction for errors and/or omissions.)

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ARTICLE I - PURPOSE AND SCOPE

1. 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

1. The Renfrew County District School Board recognizes the Ontario Secondary School Teachers' Federation as the bargaining agent for all persons working as Early Childhood Educators (ECEs), including permanent, casual and occasional capacities.
2. The Board recognizes the right of the Federation to authorize the OSSTF Renfrew District ECE 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.
3. 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

1. The terms employee and ECE have identical meanings. An employee is a person employed by the Board who is included in the Bargaining Unit described in Clause 2.01.
2. Board means the Renfrew County District School Board.
3. Union and/or OSSTF mean the Ontario Secondary School Teachers' Federation.
4. District 28 means the organization of the OSSTF which is authorized to represent the Bargaining Unit described in Clause 2.01.
5. Federation means the OSSTF.
6. Bargaining Unit means the OSSTF Renfrew District ECE Bargaining Unit.
7. Member means an active member of the OSSTF Renfrew District ECE Bargaining Unit employed by the Board as an ECE.
8. The work days shall follow the school year calendar except in cases where there is an extended year program.
9. When the context so requires, the singular shall include the plural and the feminine shall include the masculine.

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.
11. A casual employee is defined as an employee who is employed on a day to day basis and is entitled to the following terms and conditions of employment as outlined in this Collective Agreement: Articles 1-9, 11, 12.03, 13, 20, 21, 23, 24, 25, 26, 27.
12. A long-term occasional employee is defined as an employee who replaces a permanent employee or fills a temporary position for a period which is more than ten (10) continuous school days but not greater than one school year. A long-term occasional employee is entitled to the following terms and conditions of employment as outlined in this Collective Agreement: Articles 1-9, 11, 12.03, 13, 20, 21, 23, 24, 25, 26, 27.

ARTICLE IV - EFFECTIVE PERIOD AND RENEWAL

- 4.01 This Agreement shall be effective from September 1, 2010 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, ECEs may strike and the Board may lockout ECEs 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

1. Each of the Parties agrees that there shall be no discrimination, interference, restraint, or coercion exercised or practiced upon ECEs because of membership in the Bargaining Unit.

ARTICLE VI - CHECK OFF

- 6.01 All ECEs 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 ECEs shall, as a condition of employment, join the Bargaining Unit immediately 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, judgments, 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) 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 (10) working 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.

6. 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. 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.

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 – RATES OF PAY

9.01 The Board shall pay rates of base pay, plus vacation pay as outlined in Article 12, in accordance with the following:

Effective September 1, 2010:

Letter of Permission	\$18.54 per hour
Qualified 0 years experience	\$20.09 per hour
Qualified 1 year experience	\$21.63 per hour
Qualified 2 years experience	\$23.18 per hour
Qualified 3 years experience	\$24.72 per hour
Qualified 4+ years experience	\$26.27 per hour

9.02 For the purpose of recognition of experience in 9.01, each year of experience as an ECE either with this Board, another Ontario School Board in Ontario and a licensed facility (excluding home-based day cares) shall count as a year's experience for grid placement. Employees hired as ECEs, if already a permanent employee of the Board, shall have their salary rate adjusted to the closest match on the grid.

9.03 All persons appointed by the Board, as an ECE, shall be subject to a probationary period one (1) year. Notwithstanding the above, where an ECE commences permanent employment prior to October 31, his/her probationary period shall conclude June 30 of that school year.

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.

5. The current methods of paying employees will continue.

6. The Record of Employment Certificates for employees shall be issued in accordance with the Regulations Governing Employment Insurance.

7. Qualified casual ECEs shall be paid at the Qualified 0 Years Experience rate. Unqualified casual employees shall be paid at the Letter of Permission rate.

8. Long Term Occasional ECEs shall be paid according to the grid as outlined in 9.01 and shall have experience recognized in the same manner as permanent ECEs.

ARTICLE X – BENEFITS

10.01 (a) The cost of premiums for Supplementary Medical and Semi-Private Hospital Coverage shall be shared on the basis of 10% by the employee and 90% by the Board for employees working 60% or more of full-time. Employees working less than 60% of full-time will receive 45% assistance on the cost of premiums. Employees on any leave without pay shall receive no assistance on the cost of premiums.

(b) The cost of premiums for \$50,000 Basic Group Life Insurance shall be shared on the basis of 10% by the employee and 90% by the Board for employees working 60% or more full-time. Employees working less than 60% of full-time will receive 45% assistance on the cost of

premiums. Employees on any leave without pay shall receive no assistance on the cost of premiums. Subject to availability from the Insurance Carrier and eligibility, an employee may acquire Optional Life Insurance paid 100% by the employee in multiple units of \$25,000 to a maximum of \$200,000.

- (c) The cost of premiums for a Dental Plan with riders 2 (dentures), 3 (orthodontics) and 4 (major restorative) based on 50/50 coinsurance or equivalent shall be shared on the basis of 5% by the employee and 95% by the Board for employees working 60% or more of full-time. Employees working less than 60% of full-time will receive 47.5% assistance on the cost of premiums. Employees on leave without pay shall receive no assistance on the cost of premiums. The current ODA fee schedule shall be the current ODA fee schedule minus one (1) year.
- 10.02 Enrolment in the plans outlined in Clause 10.01, including any changes made and subject to any exceptions provided by the insuring company, becomes and remains a condition of employment for employees as they enter the Board's service.
3. The Board agrees to pay 100% of the premiums for \$425 every twenty-four (24) months for Vision Care coverage.
- 10.04 (a) The Board agrees to administer a Dependent Life Insurance Plan (\$10,000 for spouse and \$5,000 for each child over fourteen [14] days of age).
- (b) Enrolment in the above Dependent Life Insurance Plan is subject to any exceptions provided by the insuring company.
- 10.05 The Board also makes available a long-term disability plan, premiums on which are the individual employee's responsibility. Employees of the Bargaining Unit as a condition of employment, enrol in the long-term disability plan. Any employee in the twelve (12) months prior to retirement, may drop long-term disability coverage provided that they will qualify for an unreduced service pension.

ARTICLE XI – PENSION PLAN

- 11.01 All eligible employees must enroll 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 Years Day | Family Day |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day– |
| Labour Day | Thanksgiving Day |
| ½ Day before Christmas Day | Christmas Day |
| Boxing Day | 1/2 Day before New Year's Day |
- Any other day proclaimed as a holiday by the Federal 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) Payment for Canada Day is to be made on the first regular pay in September for returning permanent employees.
- 12.02 (a) For the purpose of computing vacation, the year shall be September 1 to June 30. 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 permanent employees shall be entitled to annual vacation pay, to be paid in equal increments on each regular pay date as follows:
- | | |
|---|-----------------------------|
| Length of continuing service as of the following August 31: | |
| Less than 3 years (10) working days | = 4% |
| 3 years and over but less than 10 years
= 6% | (15) working days
= 8.8% |
| 10 years and over but less than 15 years (20) working days | = 8% |
| 15 years and over but less than 20 years (22) working days | = 8.8% |
| 20 years and over (25) working days | = 10% |
| 30 years and over (30) working days | = 12% |
- (c) Service in a permanent position with the Board shall count toward vacation entitlement, provided that there has been no break in service.
3. Vacation pay and statutory holiday pay for casual and long-term occasional employees shall be in accordance with the Employment Standards Act.

ARTICLE XIII – HOURS OF WORK

- I. The normal paid daily hours of work will be seven (7) continuous hours for full-time ECEs, in addition to a minimum thirty (30) minute unpaid lunch break. The normal weekly paid hours of work for full time ECEs will be thirty-five (35) hours. The normal work day is between 7:30 a.m. to 4:30 p.m. (or 6:00 a.m. to 6:00 p.m. if the Board operates an extended day program), 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 during non-instructional time.
4. In scheduling rest periods and lunch breaks, the principal shall ensure that each employee shall participate in the school supervision schedule in a manner that is equitable with teaching staff.
5. (a) All authorized time worked beyond the normal work day, the normal work week or on a Saturday, 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 Saturday or Sunday - time and one-half.
- (c) An employee shall receive cash payment for overtime at the appropriate overtime rate.
- (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.
6. 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 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.
- 14.02 (a) A notice of vacancy shall be posted internally for five (5) business days prior to advertising externally. Positions which become available during non-instructional periods such as the months of July and August shall be posted internally and externally at the same time.
- (b) Subject to being qualified, current employees will be placed into vacancies for which they applied, based on seniority.

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 the first date of paid employment. 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) Notwithstanding (e) above, should a tie occur in seniority and one or more of the tied ECEs have worked within the Bargaining Unit as a long-term occasional ECE, the number of days for such occasional work shall be used to break tie. This shall have the effect of ranking new permanent employees who share the same date as per Article 15.01(a) with employees with previous Bargaining Unit experience ahead of other new permanent employees, within a grouping sharing the same date of first paid employment.
2. An occasional employee shall not acquire seniority unless said employee becomes permanent immediately following the occasional assignment in which case seniority shall date back to the start of the occasional assignment.
3. Each employee with seniority shall appear on a Seniority List in order of decreasing seniority.
- 15.04 (a) The Board shall publish the Draft Seniority List of Clause 15.03 by January 31st of each year. Copies of the Draft 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 Draft Seniority List. The Bargaining Unit President shall have ten (10) working days to submit, in writing, any objections to the Draft Seniority List.
- (c) Within twenty (20) working days of the posting, the Human Resources Department will issue a revised seniority list.
- 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.

6. The Board agrees that no employee or staff 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.

7. Spring Staffing

- (a) Should there be more employees in a location than will be required the following year, the employee or employees with the least seniority within that location shall be declared surplus. Notification of surplus positions shall be made in writing to the affected employee or employees and the President of the Bargaining Unit no later than May 1st.
- (b) Any surplus employees shall have an opportunity to fill vacancies, in accordance with Article 14.02. Should any surplus employee not apply for a posting for a vacant position, and such position remains unfilled after the posting period, surplus employees shall be staffed in the vacant position, unless the vacant position is more than forty (40) kilometers from an ECE's home in which case s/he shall have the right to refuse such placement.
- (c) In the event that a surplus employee is not placed in accordance with Article 15.08, s/he shall have the right to bump the least senior employee in the system. Such employee shall have the option to not exercise this right and become laid off as per Article 15.10.

15.08 Any surplus employee who is not placed through Article 15.07 shall be laid off.

15.09 The Bargaining Unit shall be apprised of all relevant information throughout the staffing process.

15.10 (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 for two years until either the employee loses all seniority; 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 will post any positions and employees with recall rights will apply indicating they have recall rights.

(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.

(f) Subject to ECE qualifications and seniority, 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.

(g) A laid off employee who is recalled must repay any severance allowance paid or the employee cannot be recalled.

11. A laid off ECE choosing not to be placed on the recall list shall be entitled to severance pay in accordance with the Employment Standards Act.

ARTICLE XVI – SICK LEAVE

1. 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.

2. Sick Leave Account

- (a) At the first of September of each year, an employee's sick leave account shall be credited with 1.5 days of sick leave allowance for each month of employment anticipated for the next year. A newly hired or part time permanent employee receives a prorated credit for the balance of the year based upon hours worked in the year at the commencement of their 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. 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 Ontario District School Board, or another job class and/or Bargaining Unit within the Board, has established a sick leave credit plan under any Act of the Province of Ontario becomes an ECE within 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, other job class and/or Bargaining Unit 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 an independent doctor acceptable to the employee and to the Board, at the Board's expense.

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

5. 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 employees sick leave account.

ARTICLE XXVII – 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 employees 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.
 - (e) Special Leave may be granted for as little as fifteen (15) minutes and up to the credits available.
 - (f) Special Leave is not granted for social occasions such as reunions, anniversaries.
 - (g) Where Special Leave is not granted, leave without pay may be granted at the request of the employee, upon approval of the Principal.
 - (h) Where Special Leave requested after the fact is denied, the absence becomes leave without pay.
 - (i) Where Special Leave is denied after the absence has occurred, the absence becomes leave without pay.

2. 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 or part time permanent employee receives a prorated amount based on hours worked 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 any time 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.

17.03 Inclement Weather

Subject to the approval of the Superintendent of Human Resources, or designate, when extreme weather conditions prevent an employee from travelling from his/her principal residence to his/her workplace, there shall be no loss in salary under this Agreement. On return to work, the employee will submit an Application for Leave Form to the Superintendent of Human Resources, or designate, detailing the reasons for the absence.

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 the special leave account has been exhausted, then any days granted would be without pay.
2. 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; and
 - (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; and
 - (iii) a child, step-child or foster child of the employee or the employee's spouse.

ARTICLE XIX – COURT APPEARANCES

1. 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.

2. 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.

3. 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 an action.

ARTICLE XX – PREGNANCY AND PARENTAL LEAVE

- 1. An employee is entitled to an unpaid pregnancy or parental leave of absence as provided for in the Employment Standards Act.
- 2. **SEB PLAN**
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.
- 3. 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.
- 4. 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 EI 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

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.

5. 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

I. 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's 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; the employee suffers permanent disability as certified to by a licensed medical practitioner;
- (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.

ARTICLE XXIII – WORKING CONDITIONS

1. ——— 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.
2. ——— The Board shall provide bulletin board space in each school on the common bulletin board for the exclusive use of the Bargaining Unit.
3. ——— The Board shall provide information to the Bargaining Unit President about the professional development activities provided by the Board.
4. ——— An employee shall, upon request have access to the Board's in-service programs on a voluntary basis subject to the availability of space.
5. ——— The Board shall deduct Ontario College of Early Childhood Educators' fees each year and shall remit by the due date set by the College.
6. ——— The Board shall pay all associated costs for ECEs to maintain First Aid Training qualifications, when approved in advance, and when not provided through in-house training.
7. ——— 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. The foregoing shall not apply if the course(s) required is a result of a disciplinary matter.

ARTICLE XXIV – EVALUATION

1. 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.
2. 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

1. 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.
2. The employee may be accompanied by one other person who shall have access to such information at the request of the employee.
3. 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.
4. 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.
5. 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 ECE shall be discharged, suspended or disciplined without just cause.
- (b) A copy of any letter imposing discipline pursuant to Article 26.01 shall be sent to the Bargaining Unit President.

ARTICLE XXVII – PRINTING OF COLLECTIVE AGREEMENT

1. The Board shall make available access to a copy of the current Collective Agreement in force between the Board and the Bargaining Unit.

ARTICLE XXVIII – X OVER Y PLAN

1. 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.

2. Eligibility

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

3. 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.

4. Conditions of Acceptance

- (a) No individual scheme will be recommended for acceptance if more than one (1) of the ECEs 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.

5. 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.

6. 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.

7. 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.

8. 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 9.06, the participating employee's cheque will be deposited by mail to the same bank to which direct deposit was previously being made.

9. 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 (laid off) 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.

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.

II. Administering Committee

- (a) This plan shall be administered by a committee consisting of two (2) representatives of the Board.
 - (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.
 - (iv) 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.
 - (v) 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.
- (b) 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).
- (c) The Administering Committee shall carry out such steps as it considers necessary to ensure participating ECEs are aware of their rights and privileges under the OMER's Pension Plan and the Income Tax Act. The Administering Committee shall be responsible for carrying out all other functions assigned it by this Article.

Dated at _____, Ontario this ____ day of _____, 2011

On behalf of the Ontario Secondary
School Teachers' Federation, District 28,
Early Childhood Educators

On behalf of the Renfrew
County District School Board

**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 ECEs and recommend appropriate professional development and training activities.

Dated at _____, Ontario this ____ day of _____, 2011

On behalf of the Ontario Secondary
School Teachers' Federation, District 28,
Early Childhood Educators

On behalf of the Renfrew
County District School Board

