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COLLECTIVE AGREEMENT

BETWEEN:

THE SIMCOE COUNTY BOARD OF EDUCATION
 (hereinafter referred to as the "Employer")

- and -

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND IT'S LOCAL 330
 (hereinafter referred to as the "Union")

Sector 3

Boards of Education

(FT/PT O & G)
(Educational Assistants)

EFFECTIVE JANUARY 1, 1996 TO DECEMBER 31, 1997

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This Agreement

Between:

THE SIMCOE COUNTY BOARD OF EDUCATION
(hereinafter called the "Employer")
of the first part

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter called the "Union")
of the second part

WHEREAS the Union by Certificate dated the 24th day of July, 1974, is the Certified Bargaining Agent for all employees in the bargaining unit hereinafter described;

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

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ARTICLE 1: GENERAL PURPOSE

- 1.01** The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees concerned, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2: RECOGNITION

- 2.01** The Employer recognizes the Union as the sole collective bargaining agent for all its office, clerical and technical employees and educational assistants, save and except supervisors, persons above the rank of supervisor, students employed during the school vacation period, employees covered by a subsisting collective agreement with C.U.P.E., Local 1310, executive secretaries, all persons employed in a confidential capacity in the human resources department, academic consultants, special education co-ordinator, and all persons covered by the School Boards and Teachers Collective Negotiations Act.

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ARTICLE 3: RELATIONSHIP

- 3.01** The parties hereto agree that any employee of the Employer covered by this Agreement may become a member of the Union if he/she wishes to do so, and may refrain from becoming a member of the Union if he/she so desires.
- 3.02** The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.
- 3.03** The Union agrees it will not discriminate against, coerce or restrain any employee because of his/her membership or non-membership, his/her activity or his/her lack of activity in the Union, and recognizes that membership in the Union is a voluntary act on the part of the employee concerned.
- 3.04** It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the Employer's premises without obtaining the prior permission of the Employer. Provided the normal procedure is followed, the Employer will grant a permit to the Union for the use of its premises and facilities for the purpose of membership and Executive Board Meetings without payment therefor unless extra custodial services are required.
- 3.05** During the lifetime of this Agreement and as a condition of employment the Employer shall deduct from the pay of all employees covered by this Agreement on the first pay day of each calendar month, whatever sum may from time to time be authorized by the Union as regular monthly dues and shall remit same prior to the middle of the following month to the treasurer of the Union. The said sum shall be accepted by the Union as the regular monthly dues of those employees who have or who become members of the Union and the sum so deducted from non-members of the Union shall be treated as their contributions to the expenses of maintaining the Union.

ARTICLE 4: DEFINITIONS

- 4.01 "Full-time employee" means an employee employed on a permanent basis who works the regular hours of work per week and includes those so employed on a school year basis.
- 4.02 "Part-time employee" means an employee employed on a permanent basis who works less than the regular hours of work per week and includes **those** so employed on a school-year basis.
- 4.03 A "temporary employee" is an employee hired on a temporary basis for:
- (a) special projects or during periods of heavy workload, or
 - (b) in cases of emergency, or
 - (c) for replacement for employees absent due to illness or accident, or for other similar purposes, or
 - (d) for replacement for employees on leave of absence, or
 - (e) for replacement for an employee temporarily transferred or absent from his/her position under Article **15.01, 17.18, 20.07** and **20.08**, or
 - (f) during a period of evaluation to determine if a student requires the assignment of an Educational Assistant.

It is understood and agreed that temporary employees may be employed on a full, or part-time basis. A temporary employee will not be employed for a period of more than ninety (90) consecutive days without the consent of both parties.

Notwithstanding Article **12.01**, temporary employees shall not acquire seniority and shall not have any seniority for the purposes of this Agreement. They shall be entitled to the wage rates and overtime provisions set forth in this Agreement, but are not entitled to any of the benefits set forth in Articles **18** and **21**.

In the event that a temporary employee becomes employed on a permanent basis, he/she will upon completion of the probationary period, be credited with seniority dating back to the commencement of the most recent period of continuous employment. The aforementioned probationary period will commence as of the date of permanent transfer/assignment.

A Board initiated shutdown, or an employee initiated absence of three (3) days or less will not be considered **as** an interruption of the most recent period of continuous employment. All other periods of time without earnings will be considered to be a break in continuous employment.

ARTICLE 5: NO STRIKES OR LOCKOUTS

- 5.01 In view of the orderly procedures established by this Agreement for the settling of disputes, and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strike, picketing, slowdown, or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.
- 5.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in, or instigate any illegal strike, picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 8.
- 5.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer as provided in Step No. 3 of Article 8.
- 5.04 The Union further agrees that it will not involve any employee of the Employer, nor the Employer itself, in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE 6: RESERVATION OF MANAGEMENT FUNCTIONS

- 5.01 The Union acknowledges it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, classify, transfer, promote, demote and lay off employees and also to suspend, discipline or discharge employees for just cause, provided that a claim by an employee who has acquired seniority that he/she has been discharged, suspended, or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 6.02 The Union further recognizes the right of the Employer to operate and manage its schools and operations in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, buildings and equipment are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time rules and regulations to be observed by the employees, but before altering any such rules the Employer will discuss same with the Union Grievance Committee and give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.
- 6.03 None of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 7: UNION GRIEVANCE COMMITTEE AND STEWARDS

- 7.01 (a) The Employer agrees to recognize six (6) stewards to be selected by the Union and to recognize a Grievance Committee which shall consist of the Local President and any two (2) stewards. The Union agrees to advise the Employer of the names of the local president and the stewards. All stewards shall be regular employees of the Board who have completed the probationary period.
- (b) It is the intention of the parties to have the steward for each administrative area process the grievances in that area. When the steward for the area is unable to act because of illness, vacation, or other conflict of interest, the Employer will recognize a replacement steward provided that the steward is selected with a view to minimizing travel time and work disruption.
- 7.02 The Employer undertakes to instruct all members of its supervisory staff to cooperate with the stewards and Union officers in the carrying out of the terms and requirements of this Agreement.
- 7.03 The Union undertakes to secure from its officers, stewards and members their cooperation with the Employer and with all persons representing the Employer in any supervisory capacity.
- 7.04 The privilege of stewards and members of the Grievance Committee to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- (a) The Union agrees that committee members and executive members have regular duties to perform in connection with their employment, and only such time as is reasonably necessary will be taken to service the grievance.
- (b) The time shall be devoted to the prompt handling of necessary Union business.
- (c) The stewards and members of the Grievance Committee concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
- (d) The time away from productive work shall be reported to the supervisor so that a proper record of same may be kept.
- (e) The Board reserves the right to limit such time if it deems the time so taken to be excessive.

ARTICLE 8: GRIEVANCE PROCEDURE

- 8.01 (a) The parties to this Agreement are agreed that it is of the utmost importance to adjust Complaints and grievances as quickly as possible.
- (b) No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance.

It is understood that an employee **has** no grievance until the matter has been referred to his/her immediate supervisor and an opportunity given to adjust the complaint.

- (c) **In** the computation of time in Articles 8, 9 and 10, Saturdays, Sundays and staff holidays shall not be counted.
- (d) The time limits contained in the Grievance Procedure may be extended by mutual agreement between the parties.

A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1:

The aggrieved employee shall present his/her grievance in writing to his/her immediate supervisor outside the bargaining unit who shall **then** arrange a meeting to discuss **the** grievance within a period of five **(5)** days after the presentation of the grievance to him/her. The employee shall have the assistance of his/her steward at this meeting if the employee **so** desires. The immediate supervisor shall give his/her answer in writing within a period of five **(5)** days of the said meeting. If the answer is not satisfactory to the employee or if no answer is given then the next step in the grievance procedure may be taken at any time within five **(5)** days after receipt of the said answer.

Step No. 2:

The aggrieved employee may submit his/her grievance to the Superintendent of Human Resources or his/her nominee, who shall then arrange a meeting to discuss the grievance within a period of five (5) days. This meeting may be attended by the grievor and grievance committee, the appropriate supervisor, the Superintendent of Human Resources, or nominee, and the Human Resources Manager. The decision from said meeting shall be rendered within five **(5)** days. Should the decision not **be** satisfactory to the employee then the next step in the Grievance Procedure may be taken at any time within five **(5)** days of the receipt **of** the decision.

Step No. 3

The aggrieved employee may submit his/her grievance in writing to the Chief Executive Officer of the Board. The Chief Executive Officer of the Board or his/her nominee and two (2) elected trustees shall meet within five **(5)** working days to discuss and to endeavour to settle the grievance. The Human Resources Manager may also be present. The Grievance Committee shall be present and at the request of either party to this Agreement a Regional Representative of the Union shall also be present. The Chief Executive Officer shall render the decision in writing within five (5) days following the said meeting.

If the answer of the committee of the Board of Education is not satisfactory and if the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement, the grievance may or may not be referred by the Union to a Board of Arbitration as provided in Article 9 at any time within ten **(10)** days of receipt of the decision, but not later.

- 8.02 When an employee covered by this Agreement is called to the office to be interviewed concerning any matter which might reasonably be anticipated to result in the discipline or discharge of the employee, he/she may be accompanied by a member of the Union Executive if he/she so desires..

ARTICLE 9 - ARBITRATION

- 9.01 (a) Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 8, and which **has** not been settled, will be referred to a single Arbitrator at the request in writing **of** the party which initiated the grievance.
- (b) Notwithstanding 9.01 (a) the parties may mutually agree to refer the grievance(s) to a Board of Arbitration.
- (c) Notwithstanding 9.01 (a) and 9.01 (b) above a grievance involving discharge may be referred to a Board of Arbitration at the request of either party.
- 9.02 Should the parties fail to agree on a person to be the Single Arbitrator referred to in Article 9.01 (a) within thirty **(30)** calendar days of the notification mentioned in 9.01 (a), the Ministry **of** Labour will be asked to nominate a person to act as the Single Arbitrator.
- 9.03 (a) Should the parties agree to refer the grievance to a Board of Arbitration, the following will **apply**:
- (b) The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairperson chosen by the other **two** members of the Board.
- (c) Within five **(5)** days of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- (d) Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third person within seven **(7)** days of the notification mentioned in Section 9.03 (c), the **Minister** of Labour for the Province of **Ontario** will be asked to nominate a person to act as Chairperson.
- 9.04 The decision of the Single Arbitrator or the Board of Arbitration constituted in the above manner shall be final and binding on both parties. If the Board of Arbitration is unable to determine a unanimous award, the award of the Chairperson shall govern unless the nominees are agreed on a different result.
- 9.05 The Single Arbitrator, or the Board of Arbitration, shall not have any power to alter or change any of the provisions of this Agreement nor to substitute any new provisions for any existing provisions, **nor to** give any decision inconsistent with the terms and provisions of this Agreement.

- 9.06** Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and of its own witnesses and the parties will jointly bear the expenses, if any, of the Chairperson or of the Single Arbitrator.
- 9.07** No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate, or to settle the grievance.

ARTICLE 10: DISCHARGE CASES

- 10.01** (a) In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- (b) Notwithstanding 10.01 (a), an employee who has not attained seniority may be discharged and a lesser standard of just cause will apply.
- 10.02** All such cases shall be taken up within five (5) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of the discharge, except where a case is taken to arbitration. A claim by an employee that he/she has been unjustly discharged shall be treated as a grievance as defined by Article 10.01 if a written statement of such grievance is lodged with the Human Resources Manager within five (5) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the Grievance Procedure prior to Step No. 3 may be omitted in such cases.
- 10.03** Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.
- 10.04** All documentation with respect to discipline will be removed from an employee's file after five (5) years from the date the discipline was taken providing that:
- (a) there has been no further disciplinary action taken against the employee for any infraction, and
- (b) the discipline was not a suspension of 3 or more days, and
- (c) the employee requests the removal of the documentation upon the expiry of the five (5) year period.

ARTICLE 11: MANAGEMENT GRIEVANCES

- 11.01** It is understood that the Employer may file with the steward and a Union Representative any complaint with respect to the conduct of the Union, its officers or stewards, or any complaint that a contractual obligation undertaken by the Union has been violated, and that if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee.

A Union grievance may be filed directly at Step No. 2 by the Union alleging a general violation of the Agreement by the employer and such grievance shall be processed as specified in this Article, substituting the appropriate management personnel where Union personnel are named.

No such grievance, either Management or Union, shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

ARTICLE 12: PROBATIONARY EMPLOYEES

12.01 New employees shall serve as probationary employees until they have completed a total of three (3) consecutive calendar months in the same position. An employee who is absent for more than three (3) consecutive working days will have their probationary period extended by the number days absent.

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ARTICLE 13: SENIORITY

13.01 (a) Seniority shall be the length of service with the Board and predecessor Boards.

(b) Employees will be divided into the following groups:

- (i) Clerks, Office Assistants, Stenographers and Secretaries, Data Entry Clerks, Administrative Assistants
- (ii) Buyers, Senior Buyers
- (iii) Operations Assistants
- (iv) Technicians
- (v) Artists
- (vi) Educational Assistants
- (vii) Senior Computer Operator, Computer Network Technician
- (viii) Draftsperson

13.02 (a) (i) The Board will supply the Union in January of each year with a copy of the Seniority List for each location, the Local President and for each steward recognized under Article 7.01, Such list shall show each employee's name, current classification, start date, seniority date and current location.

(ii) Effective January 1, 1997, the Board will supply the Union in January of each year with a copy of the Seniority List for each location, the Local President and for each steward recognized under Article 7.01. Such list shall show each employee's name, current classification, start date, seniority and current location.

(b) Such lists shall be subject to challenge for a period of two (2) months failing which they shall be considered to be correct for all purposes. The employee may only challenge seniority gained since the last publishing of the list.

(c) Following each pay the Board shall provide to the Local President all and any additions, deletions or amendments to the list including the names of employees recalled or laid-off. Amendments to the inactive group seniority dates will be provided only on the January list.

13.03 Seniority status, once acquired, will be lost for the following reasons:

(a) Voluntary resignation

(b) Discharge for just cause and not subsequently reinstated through the grievance or arbitration procedures.

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(c) Layoff in excess of one (1) year unless the layoff is a reduction in hours and the employee remains at work.

(d) Failure to signify intention to return to work within three (3) working days of the receipt of the notice of recall which shall be in writing, registered mail, addressed to the last known address according to the records of the Employer, and failure in fact to return to work within a further five (5) days. An employee who so fails shall forfeit his/her claim to re-employment.

(e) Absence due to approved voluntary leave, illness, accident or compensable claim (Workers' Compensation Act) that exceeds 2 years from date of original absence. Nothing in this article is intended to contravene the Human Rights Code.

(f) An employee who has lost seniority in accordance with Article 13.03 (a), (b), (c) and (d) will be terminated.

13.04 (a) (i) An employee who is absent due to an illness, accident, compensable claim (Workers' Compensation Act) or on leave under article 17.01 (a), shall continue to accumulate seniority from date of original absence.

(ii) An employee as described in 13.04(a)(i) will retain his/her seniority until he/she loses same pursuant to Article 13.03 (e).

(iii) An employee who has lost seniority as a result of an illness, accident or compensable claim (Workers' Compensation Act) and who is fit to return to work shall have his/her seniority re-instated after 6 months of regular employment (at pre-injury or accident level). Seniority shall be determined as if the absence had not occurred.

- (b) An employee who has been absent due to approved voluntary leave, illness, accident or compensable claim (Workers' Compensation Act) shall for a period of two years from date of original absence, be eligible to return to his/her original or a comparable position consistent with his/her seniority, qualifications, physical capabilities to perform the work and permanent hours.
- (c) Should the absence extend beyond two years the employee shall be eligible, upon recovery, to return to the first available vacancy consistent with his/her seniority, qualifications, physical capabilities to perform the work and permanent hours.

13.05 In the event that an employee in a position beyond the scope of this Agreement is returned to a position within the scope of this Agreement he/she shall retain any seniority he/she had previously acquired in the bargaining unit but the employee shall not have added thereto any seniority for the period of time he/she served in the position beyond the scope of this Agreement. Upon being transferred to a position within the scope of this Agreement the employee shall be placed in a job consistent with his/her seniority and qualifications provided such placement shall not result in the lay-off or displacement of an employee having equal or greater seniority.

ARTICLE 14: LAY-OFF AND RECALL

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14.01 (a) In all cases of lay-off or recall from lay-off, employees' seniority shall govern provided that the employee has the capabilities to do the work in question.

(b) A partial reduction in an employee's hours of work due to declining enrolment, is not considered to be a lay-off under Article 14. Such calculation, when made, shall be based on actual enrolment.

14.02 For the purpose of Article 14.01 the following procedure shall be followed in the event a permanent employee, other than Educational Assistants, is declared surplus:

- (a) Seniority shall prevail
- (b) The Employer shall identify the position(s) to be declared surplus and notify the incumbent employee(s).
- (c) The incumbent employee in the position so identified may in order of seniority bump the person with the least seniority in their District or, at the option of the employee, the County, whose permanent FTE is nearest to, but not greater than their permanent FTE,
 - (i) within their own classification,
 - (ii) failing the employee being able to bump in accordance with (c) (i) above then they may bump the person with the least seniority, in their own job pay rate (maximum), whose permanent FTE is nearest to, but not greater than their permanent FTE, providing that the employee has the capability to do the work in question.

- (d) (i) In the event that the employee is unable to bump an employee as defined in (c) (i) or (c) (ii) above then the employee may bump the person with the least seniority, whose permanent FTE is nearest to, but not greater than their permanent FTE, in a lower job pay rate (maximum) in the employee's District, or, at the employee's option, the County, providing that the employee has the capabilities to do the work in question.
- (ii) An employee bumping into a lower job pay rate will be paid their current pay rate or, the maximum pay rate for the new position, whichever is the lower.
- (e) (i) An employee who has been declared surplus, in accordance with Article **14** and who desires to bump another employee, must notify the Human Resources Department within two (2) working days of receiving written notice of their displacement/redundancy. Such notice may be verbal to be confirmed in writing.
- (ii) An employee who has been bumped in accordance with Article 14.02 and who desires to bump another employee must notify the Employer of such desire immediately unless an extension of **time** is given by the Employer.
- (f) Failing placement in (c) (i), (c) (ii) or (d) (i) above the affected employee shall be laid off subject to Article 14.04.
- (g) An employee who has been displaced under (c) (i), (c) (ii) or (d) (i) above shall have the same rights under this Article/procedure.
- (h) Employees declared surplus or bumped are only entitled to displace other employees of equal or of less full-time equivalency.
- (i) An employee advised of their bumping or vacancy options as detailed in Article **14.02** and 14.03 must make their decision immediately unless an extension of time is given by the Employer.
- (j) An employee who has elected to bump another employee at an equal or lesser full time equivalency than their permanent position will have no further bumping rights unless they are subsequently bumped or declared surplus.

14.03 For the purposes of Article **14.01** the following procedure shall be followed in the event a permanent Educational Assistant is declared surplus:

- (a) Where a position(s) may no longer be available by reason of shortage of work or funds, the Employer will identify the position(s) and the Educational Assistant(s) affected. The junior Educational Assistant(s) in the school, based on seniority, will be the affected Educational Assistant(s) provided the remaining Educational Assistant(s) have the necessary qualifications/skills to fill the remaining positions.
- (b) The employer will attempt to place the Educational Assistant(s) identified in (a) by offering, according to seniority, available permanent vacancies for which the Educational Assistant(s) is qualified, within the same school district. If there is not a permanent vacancy available at the same FTE, a lesser FTE vacancy will be offered.

- (c) An Educational Assistant(s) identified in (a) who has not been transferred in accordance with (b) will be considered as potentially redundant.
- (d) A notice of lay-off will be given to the most junior Educational Assistant(s) in the school district providing the potentially redundant Educational Assistant(s) has the qualifications to replace the most junior educational Assistant(s). This process will continue within the school district in order to identify a position for which the potentially redundant Educational Assistant(s) is qualified. The Educational Assistant(s) must accept the identified position or accept lay-off.
- (e) The Educational Assistant(s) who has been laid off in accordance with (d) will be offered permanent vacancies for which the Educational Assistant(s) is qualified. in his/her (a) district (b) county in accordance with Article 14.01. If there is not a permanent vacancy available at the same FTE, a lesser FTE vacancy will be offered.
- (f) Sections (b) and (e) will be applied, notwithstanding Article 15,01, prior to a permanent vacancy being posted.
- (g) The above procedure will be co-ordinated by the Human Resources Department who will notify the President of the Local when notices of lay-off are issued under Section (d).

- 14.04
- (a) (i) Articles 14.01, 14.02 and 14.03 do not apply to a temporary shutdown that results in a temporary lay-off of an employee to a maximum cumulative lay-off period of six (6) weeks in any year. A year for the purposes of this Article shall be defined as September 1st of the one year to August 31st of the following year.
 - (ii) Employees will be required to utilize their vacation to cover off any Board initiated temporary shutdowns. This requirement may be waived by the Employer.
 - (iii) When an employee runs out of vacation entitlement during a temporary shutdown, the employee will be on a temporary lay-off.
 - (b) (i) School year/ten (10) month employees absence as a result of the Christmas. Winter or Summer Break will not activate Article 14.
 - (ii) For purposes of Article 14, school year employee means a ten month employee who is not at work by reason of Christmas and Winter Breaks and the summer vacation period.

- 14.05
- (a) When the Employer has identified a surplus position(s) under Article 14.02(b) the Employer will notify Local President. with a copy to the Union, of that position(s).
 - (b) The Local President or the Union may, upon receiving the notice in Article 14.05 (a), request a meeting of the Employee/Management Committee to review the implementation of Article 14.02 as it pertains to the affected position(s).

- (c) Notwithstanding 14.05 (b), the Employer will proceed with the implementation of Article 14.02 as it pertains to the affected position(s).
- (d) Employees with seniority laid off under Articles 14.01, 14.02 and 14.03 will be given two (2) weeks written notice of such lay-off for each full year of seniority to a maximum of twelve (12) weeks of notice. The effective date of the layoff may be extended by the Employer without requiring a new notice period.
- (e) (i) During the notice period referred to in Article 14.05 (d) above, the notified employee with three (3) or more years seniority will be provided with an opportunity to upgrade his/her employment skills by attending an employee training program listed in the current Training Sessions Schedule, for a maximum of five (5) days (based on the employee's FTE day at the time of the lay-off notice), in order that the employee may qualify for available vacancies within the bargaining unit.
- (ii) A copy of the current Training Sessions Schedule will be sent, upon request by the employee, to each employee entitled to training under Articles 14.05 (e) and (f).
- (f) An employee with three (3) or more years of seniority may, during the period of time he/she is on lay-off and retains seniority rights as defined in Article 13.03 (c), attend a regularly scheduled Board employee training program as listed in the current Training Sessions Schedule provided the Board has an available vacant seat in the respective session as determined by the Board. Attendance at the session(s) will be without pay and without benefits and will not be considered as a recall under Article 14.07.
- (g) An employee who has received training under Article 14.05 (e) and (f) will not be entitled to use such training to increase their qualifications in order to bump another employee during the current lay-off period.

14.06 Employees on temporary lay-off under Article 14.04 (a) shall continue to accumulate seniority during such absence from work.

- 14.07**
- (a) The Superintendent of Human Resources or designate will notify all employees laid off under this Article of any permanent vacancies which occur within one (1) year of the individuals effective date of lay-off.
 - (b) Notwithstanding Article 15.01 an employee on lay-off, or on notice of lay-off under Article 14 will, prior to a notice of permanent vacancy being posted, be offered a permanent vacancy within their classification from which they were laid-off and at the same or lesser permanent FTE prior to lay-off, for which they have the capabilities to perform the work in question, during the period of time they retain their seniority rights. Should more than one (1) employee be qualified, the vacant position(s) will be offered in order of seniority.
 - (c) The employee may decline to accept the position to which the employee has been recalled without losing recall rights unless the position is the position from which the employee was laid off.

- (d) Where an employee declines to accept the position, the next senior employee on lay-off with **the capabilities** to perform the work in question will **be** offered the position until all laid off employees have been contacted.
- (e) Where vacant positions have been offered and have been declined, as per Article **14.07** (b) and **14.07** (c), the vacancy will be posted as per Article **15**.
- (f) Employees recalled under Articles **14.07** (b) and **14.07** (c), will be paid in accordance with the classification they have been recalled **to** at the same wage step that they were in prior **to** lay-off.
- (g) An employee who has been recalled under this Article to a classification other than the classification from which the employee was laid off, shall be entitled **to** claim any permanent vacancy in the employee's former classification for a period of one **(1)** year from the effective date of the individual's recall.
- (h) Articles **14.07** (b) and **14.07** (c) will be applied prior **to** posting any permanent vacancies under Article **15**.
- (i) Employees are required **to** respond to recall notices in accordance with Article **13.03** (d).

- 14.08**
- (a) Notwithstanding Article **15.01** an employee **on** lay-off will, prior to a notice of temporary vacancy being posted, be offered a temporary vacancy which is anticipated to exceed six **(6)** weeks within their classification (from which they were laid-off) and at the same or lesser FTE prior **to** lay-off, for which they have the capabilities to perform the work in question, during the period of time they retain their seniority rights. Should more than one **(1)** employee be qualified, the vacant position(s) will be offered in order of seniority;
 - (b) A notice of temporary recall will be given verbally by the Human Resources Officer or designate to the last known telephone number of the employee according to the records of the Employer. The Employer will make three **(3)** attempts to contact the employee within a twenty-four (24) hour period after which the Employer will proceed to offer the position to the next senior employee;
 - (c) An employee recalled to a temporary vacancy retains all rights under article **14.07**.

ARTICLE 15: JOB POSTINGS

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- 15.01** (a) When a permanent vacancy occurs, or a temporary vacancy occurs (as defined in Article **15.01(c)**) or a new position is created inside **the** bargaining unit, the Employer shall post a notice of the position in a suitable location in each work location for a minimum of one **(1)** week and supply two **(2)** copies to the Union President in order that all employees, excluding temporary employees, will know about the position and be able **to** make written application therefore.
 - (b) For permanent vacancies, only the original vacancy and the first two **(2)** resulting vacancies shall be posted where the original vacancy is filled from within the bargaining unit.

- (c) Temporary vacancies which are anticipated to exceed three months shall be posted. Only the original position shall be posted. Upon the completion of the temporary assignment the employee shall be returned to his/her former position and wage level.
- (d) Notwithstanding 15.01(a), during July and August when schools are closed postings of job vacancies will be sent to the Local President and Area Stewards as recognized, for those employees not working during July and August.

- 15.02 (a) Such notice shall contain the following information:
- (i) nature of position and location;
 - (ii) qualifications;
 - (iii) required knowledge and education;
 - (iv) skills;
 - (v) wage or salary rate or range.

15.03 In cases of promotion (other than promotions to positions outside the bargaining unit) and transfer to posted jobs including lateral transfer, the following factors shall be considered:

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- (a) Seniority;
 - (b) Ability to perform the work;
 - (c) Physically able to do the job;

It is understood that where the qualifications referred to in factors (b) and (c) above are relatively equal, then the employee with the greatest seniority shall be appointed. The Board shall evaluate factors (b) and (c); and factor (b) shall be considered to include, for the purpose of judging ability, the relevant elements such as skill, experience, knowledge, training and work record with the Board.

15.04 The Board shall first determine whether any of the applicants under Article 15.01 are qualified. If, in the Board's opinion, none of the applicants are qualified, it may then seek applications from outside the bargaining unit and from temporary employees.

15.05 (a) The successful candidate on the job posting to a higher classification shall be paid at the lowest wage level of the new classification that would result in a rate increase. If the new classification is in the same Seniority Group the new wage level must result in a rate increase of at least 3% over the former level but not to exceed the maximum rate of the classification.

(b) The successful candidate to a job posting for a lower, or equal classification will be paid his/her current rate or the maximum rate for the new position, whichever is lower.

15.06 (a) A successful applicant to a job posting, shall be placed on trial in the new position for a period of three (3) consecutive calendar months. In the event the employee proves unsatisfactory in the position, or the employee feels unable to perform the duties of the new position during the aforementioned trial period, the employee will be returned to his/her former position at the employee's previous hourly rate. The implementation of this sequence of events may result in the lay-off of an employee in accordance with Article 14.01.

- (b) An employee who does not successfully complete the trial period and returns to his/her original position will not, for a period of one year, be eligible to use his/her seniority under article 15.03 when applying for another job posting in that classification.

15.07 After a position has been posted and if the person selected for that position leaves that position within one calendar month, the position need not be reposted. An employee shall be selected in accordance with Article 15.03 from the qualified candidates who made application for the position at the time of the original posting.

ARTICLE 16: WAGES

16.01 (a) During the lifetime of this Agreement the Employer agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "A" attached hereto, which is hereby made a part of this Agreement.

(b) Notwithstanding 16.01 (a), any wage adjustment required under the Pay Equity Act, will be made in accordance with the Act, and the changes will be reflected in a revised Schedule "A" agreed to by both parties.

16.02 Pay days shall be every second Friday.

16.03 Secretarial staff required to use spoken and written French in the course of their work will, effective January 1, 1987, receive an allowance of twenty-five (25) cents per hour.

16.04 (a) A premium of thirty-five cents 4.35 per hour shall be paid for all hours worked on the afternoon shift. *44/1000 35*

(b) An afternoon shift is a shift that commences after 4:00 P.M.

(c) The premium in 16.04 (a) is not to be added to the employee's rate when calculating overtime.

16.05 Each employee covered by this collective agreement shall provide to the Board the name of his/her bank or trust company and the account number to which payment will be made by direct deposit.

16.06 Where, due to declining enrolment or circumstances beyond the control of an employee, he/she is reclassified to a lower rated position, the employee shall maintain his/her former rate of pay until the rate for his/her new position is at least equal to his/her former rate.

ARTICLE 17: LEAVES OF ABSENCE

17.01 (a) The Employer may grant a leave of absence in writing to employees for periods without pay and without loss of seniority. Any request for leave of absence shall be in writing and such request shall specify a start and an end date which can only be extended by mutual agreement. Such request for an extension shall not be unreasonably denied.

(b) Employees who fail to return on the specified date, without prior authorization, will be terminated.

17.02 An employee granted a leave of absence who uses such absence for a different purpose than that for which it was granted shall be deemed to have terminated his/her employment.

17.03 Accumulated sick leave is used to cover absences due to illness. On the request of the O.P.S.E.U. member, and with the prior approval of the supervisor, it may be used to cover the following absences of a special nature:

- 63 G
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- 63 F
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- (a) community or public service of an emergency nature - (not for regularly scheduled or normal events falling during the school day).
 - (b) serious accident or illness in the immediate family for sufficient time to alleviate the emergency condition.
 - (c) emergency medical or dental appointment.
 - (d) education examinations involved with the O.P.S.E.U. member's professional qualifications.
 - (e) convocation or graduation involving the O.P.S.E.U. members, the member's spouse, child or parent.
 - (f) one (1) day for attendance at the birth of the member's child.

17.04 In addition, on the request of the O.P.S.E.U. member and with the prior approval of the supervisor and the Human Resources Manager, or designate, accumulated sick leave may be used to cover the following absences.

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- (a) community or public service of a special nature (not for regularly scheduled or normal events falling during the school day).
 - (b) unusual personal reasons not obviously covered by the above.

17.05 With the approval of the Human Resources Manager or designate, the following absences shall be without loss of salary or sick leave credits:

- (a) quarantine
- (b) religious holidays as approved by the Board to a maximum of three (3) days in a calendar year.

17.06 Pregnancy Leaves of Absence

Pregnancy leaves of absence shall be granted in accordance with the provisions of the Employment Standards Act and as augmented by this article.

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17.07 Parental Leaves of Absence

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(a) Parental leaves of absence shall be granted in accordance with the provisions of the Employment Standards Act and as augmented by this article.

C1B
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(b) An employee who is granted a parental leave of absence for the purpose of adoption may request and be granted an additional unpaid leave of absence of up to eight weeks. This additional unpaid leave of eight weeks is available to only one parent.

17.08 On the expiration of the leave outlined in 17.06 and 17.07, an employee shall assume the same position as that held prior to the commencement of the leave. In the event the original position does not exist, the employee will be re-assigned to a comparable position in accordance with Articles 13 and 14.

17.09 Paternity Leave

Paternity leave without pay shall be available to an applicant in accordance with the following:

- (a) advance notification shall be given to the Human Resources Manager concerning plans for said leave.
- (b) this period shall not exceed three (3) working days.

17.10 Bereavement Leave

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(a) When a death occurs in the immediate family of an employee, he/she shall be granted not more than three (3) consecutive working days Bereavement Leave from his/her employment without loss of pay. Said bereavement leave shall commence during the period of time between the death and the day of burial. Immediate family is defined as mother, father, brother, sister, wife, husband, son, daughter, son-in-law, daughter-in-law, common law spouse, mother-in-law, father-in-law, grandchild, step-parent, step-child of the employee. Such bereavement leave shall be charged against the employee's accumulated sick leave credits.

(b) When a death occurs to an uncle, aunt, brother-in-law, sister-in-law, ward, guardian, or grandparent of an employee, he/she shall be granted one (1) working day of Bereavement Leave from his/her employment without loss of pay, on the same terms and subject to the same conditions as are set forth in Section 17.10 (a). Upon request of the employee and approval of his/her immediate supervisor the bereavement leave may be extended to three (3) days if such time is required for the purpose of travelling.

17.11 Leave of Absence for Union Business

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Upon written request received at least one (1) week in advance, leave of absence without pay and without loss of seniority will be granted to not more than five (5) employees, selected or appointed, to attend Union conventions or conferences for an aggregate of not more than thirty (30) employee-days in any calendar year. Not more than one employee shall be given such leave of absence from any one school at the same time.

17.12 Union Education Seminars

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A leave of absence without pay and without loss of seniority may be granted to attend Union education seminars. A written request is to be made to the Human Resources Manager. The request should be made at least two (2) weeks in advance of the date of the seminar. Not more than one (1) employee shall be granted this leave of absence from any one work location at the same time.

17.13 Leave for Public Duties

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The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of seniority and without pay so that employees may be candidates in a Federal, Provincial, or Municipal election.

17.14 Professional Development and In-Service Training

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- (a) An employee may, upon written application and with the approval of the Human Resources Manager, be granted leave without loss of salary or sick leave credits to participate in professional development programs. Application should be made at least two weeks in advance of the effective date of the leave.
- (b) The opportunities to participate in professional development programs, and in-service training programs, shall be distributed fairly amongst employees but solely at the discretion of the Board and the decisions of the Board in this regard are not grievable.
- (c) Information about professional development programs, and in-service training programs, shall be distributed to all work locations.
- (d) Employee suggestions regarding suitable professional development programs, and in-service training programs, shall be considered.

17.15 Jury or Witness Duty:

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The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or is subpoenaed to appear as a witness in any Court, other than on his/her own behalf. The Employer shall pay such employee the difference between his/her normal earnings and the payment he/she received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

17.16 Executive Officers of the Union

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A union member who is elected to an executive office of the union may be granted a leave of absence in accordance with the following:

- (a) The leave will be at no cost to the Board.
- (b) The Union will be invoiced monthly for the employees salary and all benefits including statutory deductions - eg. U.I.C.

- (c) The Union shall reimburse the Board within fifteen (15) days of the billing date.
- (d) The employee will continue to accumulate seniority and sick leave credits during the period of leave.
- (e) Upon the termination of a leave which does not exceed twenty-four (24) calendar months, the employee will be reassigned to his/her original position and work location providing the position still exists.
- (f) In the event that the leave is extended beyond 24 calendar months or the original position referred to in (e) above does not exist, the employee will be reassigned to a comparable position in accordance with Article 13.

17.17 Inclement Weather

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 Although employees are expected to report for work **even** on stormy days, the Board recognizes that it is sometimes unreasonable to expect employees to risk their own safety driving to work in extreme weather conditions. If the weather conditions are extreme, and an employee attempts to travel to work but is forced back by unsafe conditions, he/she should telephone the principal in the school, or the department head in other offices, to report his/her inability to attend. The principal or department head must report this absence to the Board office in the regular way at the end of the month, explaining that, in his opinion, the absence was justifiable because of the unsafe travelling conditions. The Board office will deduct a day's sick leave credit for these absences. If, in the principal's or department head's opinion, the absence was not justified, there will be a day's deduction of salary.

17.18 Secondment

- (a) An employee, at the discretion of the Director of Education or designate, may be granted a leave of absence in order to participate in a secondment to an agency (e.g. Skills Canada) approved by the Board.
- (b) An employee on secondment to another Agency shall be covered by the terms and conditions of this agreement except for Articles 8 and 9.
- (c) Notwithstanding Article 13.05 the employee will retain all seniority and shall continue to accumulate seniority while on such secondment.
- (d) Upon the expiration of a secondment which does not exceed twenty-four (24) consecutive months, the employee will be reassigned to his/her original position. In the event the position no longer exists, the employee will be assigned a position in accordance with Articles 13 and 14.
- (e) In the event that the employee was granted a secondment which exceeded twenty-four (24) consecutive months, upon expiration, the employee will be assigned to the first available vacancy for which he/she is qualified.

17.19 Educational Assistants

In order to provide an opportunity for Educational Assistants who are being transferred to a new school location to visit the new school and to move program materials. the principal will arrange, for that purpose, one half (1/2) day, during the last week of classes in the Educational Assistant(s) present location, provided there is not cost to the Board.

ARTICLE 18: SICK LEAVE

$\frac{3}{260}$
18.01 The provisions of this Article apply only to permanent employees and are pro-rated in accordance with time worked. Sick leave will be allowed for sickness for such permanent employees after three (3) continuous months service on the basis of one-half (1/2) day per week to a total of twenty (20) days sick leave after one year's service for those **so** employed on a school year basis, and to a total of twenty-six (26) days for all other employees entitled to sick leave. It is understood and agreed that no sick leave will be allowed during the employee's first three (3) continuous months of service.

Normal pregnancy is not an illness under the terms of the Sick Leave Plan. There is no entitlement to Sick Leave **except** for complications of pregnancy or illness unrelated to pregnancy which may occur while the employee is still working.

18.02 The unused portion of sick leave in any year of service will be accumulated up to a maximum of two hundred (200) days for employees employed on a school-year basis and up to a maximum of two hundred sixty (260) days for all other employees entitled to sick leave.

18.03 An employee who has been given reasonable notice that it will be required, may be required to produce proof of sickness in the form of a medical certificate.

18.04 In order to qualify for sick leave an employee must notify his/her superior as soon as possible prior to the beginning of the employee's shift. When an employee has exhausted his/her accumulated sick leave, unused vacation, and overtime credits, and where the employee desires to remain covered under the welfare provisions of Article 21 of this Agreement, then the employee shall pre-pay the premium of such plans to the Employer.

18.05 An employee absent due to accident compensable by the Worker's Compensation Board who has accumulated sick leave credits, may draw upon the accumulated sick leave credits for the difference between his/her regular pay and the amount payable by the Worker's Compensation Board. The Board agrees to continue to permit employees with accumulated sick leave credits to draw upon the said credits pending settlement of the compensable claim and adjust the amount of the credits following settlement of the claim and payment to the Board.

18.06 An employee who has had five (5) continuous years service with the Board or a predecessor Board on retirement at age 65, or on retirement due to permanent total disability, or upon becoming eligible for and receiving an OMERS pension, shall be entitled, or in the event of his/her death, his/her **personal** representatives shall be entitled to a gratuity calculated as follows:

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For employees employed on a school-year basis

$$\frac{N}{200} \times \frac{S}{2}$$

For all other employees

$$\frac{N}{260} \times \frac{S}{2}$$

where N is the number of accumulated sick leave credit days at the time of the employee's separation from the Board, the S is the average of the last five (5) years of the employee's salary at the date of his/her separation from the Board. In any event, the gratuity shall not exceed the amount of one-half year's earnings at the employee's wage rate received by him/her immediately prior to retirement or death.

- 18.07 Employees who have had service with a predecessor Board and who, by reason of the sick leave policy of that predecessor Board, had accumulated sick leave credits in excess of 200 days as of December 31, 1968, shall continue to have the total so accumulated as their future maximum accumulation. They will be credited with sick leave in accordance with this Article but no accumulation will be permitted beyond their respective maxima.

Upon death, or permanent disability or upon becoming eligible for and receiving an OMERS pension or retirement at age 65, the gratuity formula for them will be:

$$\frac{N}{A} \times \frac{S}{2}$$

"A" being the maximum allowed accumulation for such individual. In any event, the gratuity shall not exceed the amount of one-half year's earnings at the employee's wage rate received by him/her immediately prior to retirement or death.

- 18.08 In the event of the death of an OPSEU employee, any benefits accrued under Article 18.06 and 18.07 shall be paid to the beneficiary designated by the employee.

ARTICLE 19: VACATIONS WITH PAY

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

- (a) Periods of vacation for other than ten month employees, will be taken during the calendar year and will not be accumulated.
- (b) The vacation pay percentage for ten month employees referred to in Articles 19.02, 19.03, 19.04, 19.05, 19.06 and 19.07 will be applied to their salary earnings, for the period July 1st to June 30th, excluding any vacation pay.

- (c) Effective July 1st, 1996, a twelve month employee shall have his/her days/weeks of vacation referred to in Articles 19.02, 19.03, 19.04, 19.05, 19.06 and 19.07 converted to hours/days of vacation with pay based on the employee's daily permanent days paid during the earning period July 1st to June 30th and the employee's rate of pay at the time of taking the vacation.

Employees will not be credited with vacation for a period of unpaid leave except as required by legislation.

Example 1: 12 month employee

Employee changes to .5 FTE on June 7, 1994 from 1.0 FTE.

Employee works 243 days at 1.0 FTE and 18 days at .5 FTE during vacation earnings period July 1 to June 30.

Employee has three weeks vacation entitlement.

There are 261 working days during the vacation earnings period.

Vacation Calculation:

$$\frac{243}{261} \times 1.0 = .931 \text{ period July 1 to June 6, FTE change}$$

$$\frac{18}{261} \times .5 = .034 \text{ period June 7 to June 30}$$

$$.034 + .931 = .965 \text{ FTE for vacation earnings period}$$

$$.965 \times 3 \text{ weeks} = 101.325 \text{ hours of paid vacation}$$

Example 2: 12 month employee

Employee changes to .7 FTE on January 2 from .3 FTE

Employee works 131 days at .3 FTE and 130 days at .7 FTE during vacation earning period July 1 to June 30.

Employee has three weeks vacation entitlement

There are 261 working days during the vacation earnings period

Vacation Calculation:

$$\frac{131}{261} \times .3 = .151 \text{ period July 1 to January 2}$$

$$\frac{130}{261} \times .7 = .349 \text{ period January 3 to June 30}$$

$$.151 + .349 = .5 \text{ FTE for vacation earnings period}$$

$$.5 \text{ FTE} \times 3 \text{ weeks vacation} = 52.5 \text{ hours of paid vacation}$$

Example 3: 12 month employee

Employee works 1.0 July 1 to December 31 when he/she takes a 6 month leave of absence until June 30.

Employee has 3 weeks vacation entitlement.

There are 261 working days during the vacation earnings period.

Vacation Calculation.

$$\frac{131}{261} \times 1.0 = .502 \text{ period July 1 to December 31.}$$

$$\frac{130}{261} \times .0 = .0 \text{ period January 1 to June 30.}$$

$$.502 + .0 = .502 \times 3 \text{ weeks entitlement} = 52.7 \text{ hours of paid vacation.}$$

$\frac{.1}{5}$ (d) Effective July 1, 1994 permanent part-time employees working additional temporary hours will receive four (4) percent vacation pay on those additional earnings at the time of receiving such earnings.

19.02 Employees with less than one (1) year of continuous service by June 30th of any year shall receive one (1) day of vacation with pay for each full month of service up to a maximum of ten (10) days vacation with pay, or shall be paid four per cent (4%) of their salary if employed on a ten month basis.

19.03 Employees who have completed one (1) year of continuous service by June 30th of any year shall receive two (2) weeks' vacation with pay at their current pay rate, ~~or~~ shall be paid four per cent (4%) of their salary if employed on a ten month basis.

19.04 Employees who have completed three (3) years of continuous service by June 30th of any year shall receive three (3) weeks' vacation with pay at their current pay rate, or shall be paid six per cent (6%) of their salary if employed on a ten month basis.

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- 19.05 Employees who have completed ten (10) years of continuous service by June 30th of any year shall receive four (4) weeks' vacation with pay at their current pay rate, or shall be paid eight per cent (8%) of their salary if employed on a ten month basis.
- 19.06 Employees who have completed eighteen (18) years of continuous service by June 30th of any year shall receive five (5) weeks' vacation with pay at their current pay rate, or shall be paid ten per cent (10%) of their salary if employed on a ten month basis.
- 19.07 Effective January 1, 1993, employees who have completed twenty-seven (27) years of continuous service by June 30th of any year shall receive six (6) weeks vacation with pay at their current pay rate or shall be paid twelve percent (12%) of their salary if employed on a ten (10) month basis.
- 19.08 (a) Ten month employees who are not required to work during the Christmas and/or March breaks, will continue to receive their normal earnings during that period(s) of time.

(b) Notwithstanding 19.09 (a) where an employee employed on a ten month basis is entitled to paid sick leave for the two (2) weeks immediately preceding the Christmas or March break and the circumstances causing the sick leave continue through the entire scheduled break time, he/she may elect to continue to receive sick leave pay rather than vacation pay for that period provided that the sickness or accident causing such sick leave shall be certified by a physician.

- 19.10 If a paid Staff Holiday falls or is observed during an employee's vacation period he/she shall be allowed an additional day's paid vacation.

ARTICLE 20: HOURS OF WORK AND OVERTIME

- 20.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

- 20.02 (a) For full time employees the work week shall consist of thirty five (35) hours and the working day shall consist of seven (7) hours exclusive of meal periods which, except under emergency conditions, shall be continuous and uninterrupted for a period or periods of not less than one-half hour each.
- (b) Notwithstanding Article 20.02 (a) the full time hours of work for Electronic Technicians and Senior Electronic Technicians shall be forty (40) hours per week and eight (8) hours per day consistent with the language of Article 20.02 (a) and overtime will be paid in excess of forty (40) hours per week consistent with the language of Article 20.03.
- (c) Notwithstanding Article 20.02(a), the hours of work for a full time Educational Assistant shall not be less than thirty-two and one-half (32.5) hours per week and six and one-half (6.5) hours per day consistent with the language of Article 20.02(a).

An Educational Assistant whose normal hours of work are thirty-two and one half (32.5) hours per week will be paid overtime in accordance with Article 20.03 for all time worked in excess of those hours.
- (d) For the purpose of Article 21, a full time Educational Assistant will be an Educational Assistant whose normal hours of work are at least thirty-two and one half (32.5) hours per week or more.
- (e) Articles 20.02(c) and (d) do not restrict the Employers right to require certain Educational Assistants to have normal hours of work that are greater than thirty-two and one-half (32.5) hours per week but not more than thirty-five (35) hours per week. Such Educational Assistants will be paid overtime in accordance with Article 20.03 for all time worked in excess of those normal hours.

41 20.03 Authorized overtime will be paid at the rate of one and one-half (1-112) times the employee's regular rate of pay for all time worked in excess of thirty-five (35) hours per week. At the employee's option, compensating lieu time, at time and one-half, may be taken at a time agreed to by the employee and the Principal or Department Supervisor. In the event that such compensating time off is not granted prior to August 31st in any year, then the employee will be paid at the aforementioned rate of pay.

20.04 All employees will be allowed one rest period of fifteen (15) minutes duration each half-day, to be taken at a time or times set by Management.

- 20.05 (a) Where declining enrolment in a school results in a reduction in a clerical employee's classification or hours of work the Employer shall give the employee so affected two (2) months notice in writing of such change. A copy of this notice shall be sent to the Union.
- (b) During the two-month period referred to in 20.05 (a) above, the notified employee may be provided with an opportunity to up-grade his/her skills by attending a regularly scheduled board training program. in order that the employee may qualify for other available positions within the bargaining unit. The employer agrees to make every reasonable effort to provide such training.

20.06 In view of Bill 82 and other Government legislation and enrolment and method changes and budget restrictions, the Board will continue to re-evaluate the secretarial staffing complement in the schools during the Collective Agreement year and where it is proposing changes prior to the next negotiations, such changes will be reported back through the Employee/Management Committee.

20.07 Temporary Assignment Within the Bargaining Unit

An employee temporarily assigned all of the duties of a higher rated classification for more than twenty-one (21) consecutive hours, or after twenty-four (24) consecutive hours where forty (40) hours is the normal scheduled hours, will be paid at the higher rate for all hours worked in that classification. The higher rate will be determined as described in Article 15.05 (a).

20.08 Temporary Assignment Outside the Bargaining Unit

(a) An employee who accepts a temporary assignment outside of the bargaining unit in the Administrative and Educational Support Personnel group will retain all seniority and shall continue to accumulate seniority while in that position.

(b) Upon completion of the temporary assignment, the employee will be reassigned in accordance with Articles 17.18 (d) and 17.18 (e).

20.09 Educational Assistants - Assignments and Preparation

The Board will advise Principals that it is expected that Teachers with Educational Assistants assigned to assist them will have paid time allocated (preferably during the first P.A. day in September) to discuss their assignments and the students involved. This is not to be considered as a guarantee of the continuance of this, or any professional activity day.

One of the objectives of this meeting is to discuss the scheduled time that may be required to provide joint planning between the Teacher and the Educational Assistant.

20.10 A part-time employee whose hours of work are determined by the secretarial complement formula must accept all additional hours resulting from an increase in enrolment but not to a level that exceeds a FTE greater than 1.0.

ARTICLE 21: EMPLOYEE BENEFIT PLANS

21.01 The Employer will pay, upon completion of the employees' probationary period, 85% of the premium cost for the Group Policy covering supplementary expense benefits for prescription drugs, semi-private care, etc., single or family rate as required for full time employees.

21.02 The Board agrees to administer a Group Life Insurance Plan, and the Board will assume 50% of the premium cost for employees insured for \$25,000 or less and 100% of the premium cost for the first \$25,000 where employees are insured for more than \$25,000.

21.03 Effective January 1, 1991, the Employer agrees to pay, upon completion of the employees' probationary period, 80% of the premium cost of the group dental plan single or family rate as required for full-time employees.

Handwritten calculations:

$$\frac{70 \text{ F.I.J.}}{85}$$
$$\frac{70 \text{ E.}}{80}$$
$$\frac{72}{25}$$
$$\frac{70 \text{ C.}}{80}$$

70D
50

75
9999998

- 21.04** The Board agrees to pay, upon completion of the employees' probationary period, 50% of the premium cost for the Long Term Disability Insurance Plan for full-time employees.
- 21.05** Employee participation in the Benefit Plans defined in Articles **21.01, 21.02, 21.03** and **21.04** is optional and requires completion of the respective registration cards within **31** days of completion of the probationary period.
- 21.06** The insurance plans defined in Articles **21.01, 21.02, 21.03** and **21.04** are also available for permanent part-time employees. The employer's share of the premiums as outlined in those articles will be pro-rated for part-time employees on the basis of the proportion of thirty-five (35) hours, or forty (40) hours where applicable, per week which the employee normally works, excluding overtime.
- 21.07** The Board will only contribute its share of the premiums for those employees who have completed their probationary period and who are at work, on vacation or on paid ~~sick~~ leave. The Board will pay its share of the premiums for those employees employed on a school year basis who have completed their probationary period but who are not at work by reason of Christmas and Winter breaks, and the summer vacation period (July and August).
- 21.08** The Board will continue to pay its share of the premiums for the employee benefit plans in which the employee is enrolled during Pregnancy and Parental leaves.
- 21.09** The benefit plans described in Articles **21.01, 21.02, 21.03, 21.04** will terminate at age 65, or if the employee is actively at work after age 65, the benefits will terminate on **June 30** of school year following the employee's 65th birthday.
- 21.10** The Employer will pay one-half the cost of **O.M.E.R.S.**, which plan shall be compulsory for all permanent full-time employees. The plan is also available to part-time employees who meet the criteria as defined by **O.M.E.R.S.**

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ARTICLE 22: STAFF HOLIDAYS

- 22.01** Eligible employees, who would otherwise be required to work, will be paid their normal daily rate for the following staff holidays (or days in lieu thereof):
- half New Year's Eve Day
 - New Year's Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - half Christmas Eve Day
 - Christmas Day
 - Boxing Day
 - Two (2) Floaters (to be designated by the Board to be taken during the Christmas/New Year's period)

53
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- (a) To be eligible for holiday pay the employee must have been employed for one month and must work his/her full work day immediately preceding such holiday and his/her full work day immediately following such holiday, unless absent through proven illness or with the permission of the immediate supervisor outside the bargaining unit.
- (b) An employee who is eligible for a staff holiday in accordance with the above conditions and who performs work for the Employer on any of the said staff holidays shall be entitled to be paid at time and one-half (1-1/2) his/her regular rate for all time worked on such staff holiday in addition to his/her holiday pay.

ARTICLE 23: GENERAL

63D

23.01 Bargaining Committee

It is agreed that a Bargaining Committee composed of not more than five (5) employees shall be paid at their regular rate for time necessarily lost from work for the purpose of attending negotiating meetings with the Employer.

23.02 Travel Allowance

Employees required to use privately owned vehicles for the business of the Employer will be paid a travel allowance for all kilometres actually and necessarily travelled on the Employer's business at the rate approved by the Board. Such travel must be approved by the employee's supervisor.

23.03 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Human Resources Manager and the President of the Local and copy to the Staff Representative. If such correspondence pertains to Educational Assistants a copy shall also be sent, for information purposes only, to the Union's Educational Assistant representative on the Employee/Management Committee.

23.04 Address/Telephone Number Change

It shall be the responsibility of all employees to notify the Employer within five (5) days of any change of address or telephone number. If an employee fails to do this the Employer will not be responsible for failure of any notice to reach such employee.

23.05 Employee/Management Committee

The Employee/Management Committee will be convened in the first month of the contract year.

(1) Purpose

The purpose of the Committee is to provide a forum for the discussion of topics of interest to either party, which are not the subject of a grievance, in order to promote the best possible relations between the Board and its employees.

Recommendations from the Employee/Management Committee may be referred to the Board and/or the Union for appropriate action.

(2) Composition of Committee

(a) The Committee shall consist of

Four (4) employees selected by the Union, one of which shall be an educational assistant.
One (1) OPSEU representative
Two (2) school principals appointed by the Director
Two (2) administrative officials appointed by the Director.

(b) Additional members, as resource, may be co-opted to the Committee by either of the parties involved.

(3) Meetings

Meetings of the Committee shall be held upon reasonable notice at the request of either party, but shall be limited to four (4) meetings per year unless both parties mutually agree to additional meetings.

The Board shall be responsible for the wages of the employees for a maximum of four meetings at the regular rate for time lost from work. The four meetings will be held during normal working hours.

Additional meetings may be held with the mutual agreement of both parties on the understanding that each party will be responsible for their respective costs.

23.06 Pay Cheques

Employees pay cheques, or pay advice, when delivered to the schools, will be in separate envelopes.

23.07 Printing Costs

The parties shall share the cost of printing the Collective Agreement equally in sufficient quantities to ensure that all employees have a copy.

ARTICLE 24: NEW CLASSIFICATIONS

24.01 Should any new classifications be established within the Bargaining Unit during the life of this Collective Agreement, the Board will notify the Union of the Classification. The Union may challenge the wage rate within a period of thirty (30) days from the date of notification by the Board. Should the parties disagree as to the new rate, the matter will be referred to arbitration.

16
3
The Employer retains the right to determine work content and timing of the new classification and to withdraw a proposed new classification. In filling such new classification the Employer will comply with Article 15.

24.02 If an employee feels he/she is incorrectly classified, he/she may grieve.

ARTICLE 25: TERMINATION



25.01 This Agreement shall be effective as of the 1st day of January, 1996, and shall remain in force until the 31st day of December, 1997, and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

THE SIMCOE COUNTY BOARD
OF EDUCATION

Judy Taylor
Robert Blamlein
Francis Burton
Michael Fergie
Jane D. Chalmers
[Signature]

Doug Lynch
[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE A
HOURLY RATES EFFECTIVE JULY 1, 1993

	Start	3M	12M	24M	36M
<u>GROW A</u>					
Clerk/Stenographer	14.01	14.11	14.37	14.62	15.03
Data Entry Clerk Stenographer I Switchboard/Receptionist Shipper/Receiver	14.69	14.80	15.07	15.34	15.78
Secondary Office Assistant Elementary Office Assistant Learning Centre Office Assistant Twinned School Office Assistant Intermediate Clerk I	15.34	15.45	15.72	15.99	16.43
Stenographer II	15.27	15.39	15.68	15.97	16.43
Assistant Secretary Intermediate Clerk II Stenographer III	15.77	15.89	16.18	16.47	16.93
Intermediate Clerk III	15.66	15.83	16.23	16.63	17.28
Elementary Secretary	17.12	17.24	17.53	17.82	18.28
Senior Secretary Senior Clerk	17.02	17.14	17.46	17.78	18.28
<u>GROUP B</u>					
School Library Technician School A N Technician	15.31	15.48	15.88	16.28	16.93
Computer Software Technician	15.66	15.83	16.23	16.63	17.28
Electronic Technician Draftsperson	15.92	16.14	16.71	17.28	18.16
Senior Electronic Technician	16.97	17.18	17.71	18.23	19.08
<u>GROUP C</u>					
Assistant Artist Artist	15.66 16.04	15.83 16.26	16.23 16.83	16.63 17.40	17.28 18.28
<u>GROUP D</u>					
Administrative Assistant Operations Assistant	15.38 16.35	15.57 16.53	16.04 17.03	16.52 17.53	17.28 18.28
<u>CROW E</u>					
Buyer Senior Buyer	17.59 18.58	17.86 18.93	18.53 19.58	19.20 20.23	20.26 21.03
<u>GROUP F</u>					
Educational Assistant - 1 Educational Assistant - 2	15.34 16.19	15.45 16.30	15.72 16.57	15.99 16.84	16.43 17.28
<u>GROUP G</u>					
Senior Computer Operator Computer Network Technician	16.12 16.97	16.33 17.18	16.88 17.71	17.42 18.23	18.28 19.08

*New 06
Wage Card
for explanation*

LETTER OF INTENT #1

RE: Employment of Educational Assistants

Since the number of Educational Assistants employed each school year is dependent upon the number of special classes and the number of exceptional students which must be accommodated the Board cannot give any guarantees regarding continued employment in advance of the review of special classes as required by legislation.

It is the intent of **The Simcoe County Board of Education** to provide continued employment for the number of Educational Assistants allocated by the Board and to inform each Educational Assistant as soon as possible but no later than June 24 regarding his/her status of employment for the next school year.

Signed at Barrie this ...16... day of ...August... on behalf of:

THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

Judy Hay
Robert K. Harshin
Francis Burton
Michael Forgie
June J. Chalmers
[Signature]

THE SIMCOE COUNTY BOARD
OF EDUCATION


Sam Lynce
Sandra Mutton
Tom Crawford
[Signature]
Paul Evans


LETTER OF INTENT #2

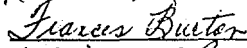
Board Policy and Procedures

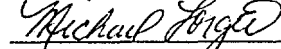
The President of OPSEU Local 330 will be placed on the distribution list to receive a copy of the Board Policy Manual, a copy of the Board Administrative Procedures Manual and a copy of current yearly memoranda.


THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION






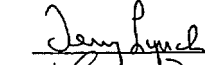


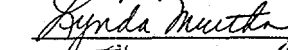


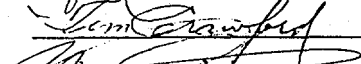


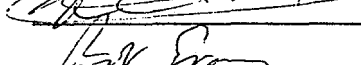


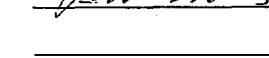
THE SIMCOE COUNTY BOARD
OF EDUCATION











Educational Requirements To Qualify For Educational Assistant - 2

Graduation from and in a receipt of a diploma or degree from the following college or university programs:

- Early Childhood Education
- Registered Nursing Assistant
- Mental Retardation Counsellor
- Developmental Service Worker
- Teaching Certificate
- Recognized University Degree
- Registered Nurse
- Sign Language Communicator
- Sign Language Interpreter
- Child Care Worker
- Social Service Worker
- Human Services Administration
- Educational Support Worker Certificate
- Nursery School Certificate (England)
- Educational Assistant Certificate
- Child and **Youth** Worker

THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

Judy Ingram
Robert Alexander
Frances Buxton
Michael Argyle
James J. Chalmers
[Signature]
[Signature]

THE SIMCOE COUNTY BOARD
OF EDUCATION

Jerry Lynch
Synda Mutha
Tim Crawford
[Signature]
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LETTER OF INTENT #4

Afternoon Shift

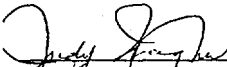
Should the Board decide to implement an afternoon shift, the following procedures and guidelines will be observed:


1. The administration will meet with the Union and the employees involved before shift work is introduced in any department.

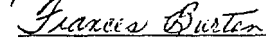
The purpose of the meeting will be to share the reasons for introducing a shift and to involve employees in the design of the schedule.

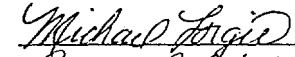
2. Should shift work be implemented for a function and should there be more than one employee performing that function and sufficient volunteers are not available to perform the required shift work, qualified individuals will be assigned by reverse seniority.
3. The schedule for any given employee who has been assigned to a shift will not be changed without the employer providing two weeks notice to the individual, except in the case of an emergency.
4. Any employee's shift schedule will be designed to provide a reasonably consistent schedule.


THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION






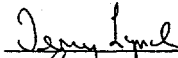


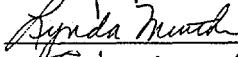


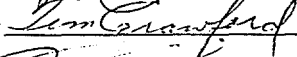


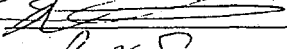


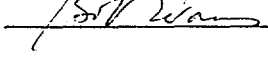
THE SIMCOE COUNTY BOARD
OF EDUCATION









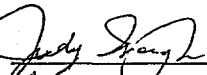


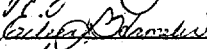
LETTER OF INTENT #5

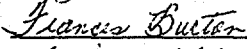
The Board is currently reviewing changes to the school year.

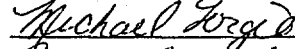
Should a change be made to the current school year the Board reserves the right to change the hours of work of ten month/school year employees to accommodate a new school year. Changes will be implemented as required but such changes including the accommodation of staff will be discussed with the Union prior to implementation.


THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION






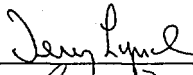


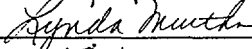


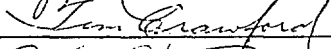


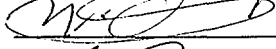



THE SIMCOE COUNTY BOARD
OF EDUCATION











LETTER OF INTENT #6

The Parties agree to implement on a trial basis for the period January 1, 1997 to December 31, 1997 a transfer arrangement for Educational Assistants as follows:

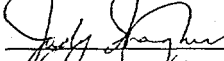
An Educational Assistant wanting to transfer to an educational assistant vacancy at another location may indicate such by:

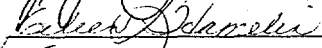
1. Submitting the request for transfer in writing to the Human Resources Department. The request must include the following information:
 - Name
 - Identification Number
 - Current Permanent FTE
 - Name of school(s) wanting to transfer to
(maximum of three schools)

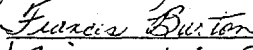
Other Conditions:

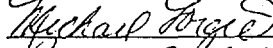
2. To be considered for a particular vacancy, the transfer request must be received in the Human Resources Department not less than thirty (30) days prior to the Employer declaring the position vacant and be confirmed in writing by the Human Resources Department.
3. When a position becomes vacant and before posting, the Requests for Transfer will be reviewed. Providing the employee is qualified as determined by the Employer and the vacant position is at the same permanent FTE as the employee currently holds, he/she will be transferred in accordance with this article. Should more than one qualified person request a transfer to the same location, the employee with the greatest seniority will be transferred.
4. The determination of qualifications under condition (3) is not grievable.
5. An employee whose request for transfer has been granted must accept the transfer.
6. This article applies only to permanent vacancies.
7. Only permanent employees who have completed the probationary period may apply for a transfer under this agreement.
8. Requests for transfers will remain valid unless withdrawn in writing and confirmed in writing by the Human Resources Department.


THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION









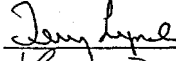


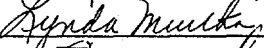


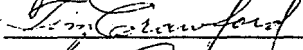


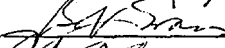


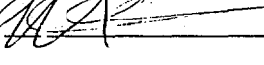
THE SIMCOE COUNTY BOARD
OF EDUCATION











LETTER OF INTENT #7

The Board agrees to provide employees with an _____ of the new method of reporting seniority. This
plan will be provided at the _____ of publishing the 1997 _____.

THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

Judy Ogden
Brian R. Hamilton
Francis Burton
Michael Lynn
Jane J. Chalmers
[Signature]

THE SIMCOE COUNTY BOARD
OF EDUCATION

Jerry Lyne
Lynda Murtha
[Signature]
[Signature]
[Signature]
[Signature]