

COLLECTIVE AGREEMENT

BETWEEN:

**SIMCOE COUNTY DISTRICT SCHOOL BOARD
(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, 2003 TO DECEMBER 31, 2003

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This Agreement

Between:

SIMCOE COUNTY DISTRICT SCHOOL BOARD
(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 Employee Services Department, academic consultants, special education co-ordinator, and all persons covered by the School Boards and Teachers Collective Negotiations Act.

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, or
 - (g) positions that are temporarily funded by an external organization, or
 - (h) filling a vacancy during the posting or bumping process, or
 - (i) Educational Assistant positions, which shall not exceed 15% of the total assigned positions that are in excess of the Board's initial approved budget.

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

- 6.01 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.

In a job posting grievance the immediate supervisor for the purpose of Step 1 will be the chairperson of the selection committee.

Step No. 2:

The aggrieved employee may submit his/her grievance to the Superintendent of Employee Services or his/her nominee, who shall then arrange a meeting to discuss the grievance within a period of five (5) days.

The grievor and grievance committee, the appropriate supervisor, the Superintendent of Employee Services, or nominee, and the Employee Services Manager may attend this meeting. 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 grievance notice shall contain the complete grievance, listing all clauses alleged to have been violated by specific number and shall not be expanded upon after submission. The settlement requested must be detailed in the grievance.

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 Employee Services 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.
- 8.03 Notwithstanding Articles 8.01 and 9.01 should the grievor and/or the Union fail to

abide by the time lines specified in Articles 8 and/or 9 the Parties will deem the matter to be abandoned.

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 Should the parties agree to refer the grievance to a Board of Arbitration, the following will apply:
- (a) 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 Employer.
- (b) 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.
- (c) 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 its own witnesses and attendees 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 Employee Services 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 (a) New permanent employees whose permanent FTE is greater than .5 shall serve a probationary period of three (3) consecutive months in the same position. New permanent part-time employees whose permanent FTE is .5 or less will serve a probationary period of six (6) consecutive months in the same position.
- (b) The determination of full, or part-time for the purpose of Article 12.01(a) will be determined at the time of hire as a permanent employee.
- (c) An employee who is absent for more than three (3) consecutive working days will have their probationary period extended by the number of days absent.

ARTICLE 13: SENIORITY

- 13.01 Seniority shall be the length of service with the Employer and predecessor Boards.
- 13.02 (a) The Employer 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 permanent classification, start date, seniority date 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 Employer shall provide to the Local President all additions, deletions or amendments to the list including the names of employees recalled or laid-off.

- 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.
 - (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 (Workplace Safety and Insurance Board) 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 (Workplace Safety and Insurance Board) or on leave under article 17.01 (a), shall continue to accumulate seniority for a period of up to two (2) years.
 - (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 is absent due to illness, accident or compensable claim (Workplace Safety and Insurance Board) and who is fit to return to work shall have his/her seniority re-instated upon his/her return to work (at pre-injury or accident level). Nothing in this article is intended to contravene the Human Rights Code.
 - (b) An employee who has been absent due to approved voluntary leave, illness, accident or compensable claim (Workplace Safety and Insurance Board) 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)
 - (i) 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. The offer of such vacancy

will be made prior to the posting of such vacancy and recall of any laid off employees.

- (ii) An employee who is absent due to illness, accident or compensable claim (Workplace Safety and Insurance Board) must provide evidence as requested, satisfactory to the Employer that substantiates the continuing absence or his/her employment will be terminated.

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

- 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 of .5 FTE or more in an employee's hours of work due to declining enrolment shall be considered to be a lay-off under Article 14.
 - (c) The application of Article 14.02 may result in a determination by the Employer, of an employee's qualifications to bump an identified employee. Such determination will be discussed with the Union President, or designate, however, the final determination will be made by the Employer and such determination is not grievable by either employee if the employee has met the qualifications of the job.

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 elect to accept an available vacancy within the same classification at the same or lesser FTE or may 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 Employee Services Department of such desire no later than 1:00 p.m. of the working day following the 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 accepted a vacancy, or who has elected to bump another employee at an equal or lesser full-time equivalency than their permanent position, or who has accepted a reduction in hours will have no further rights under Article 14 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 least senior 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. A more senior Educational Assistant may elect to be the affected employee.
- (b)
 - (i) 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.
 - (ii) If there is not a permanent vacancy available at the same FTE, a lesser FTE vacancy will be offered if available. Such employee may accept two lesser vacancies, but not to exceed their original FTE. Mileage and/or travel time will not be provided to the employee in these circumstances.
 - (iii) The Employer will make three (3) attempts to contact the affected Employee within a twenty-four (24) hour period after which time the Employer will assign such available position to the Employee.
- (c) An Educational Assistant(s) identified in (a) who has not been transferred in accordance with (b) will be considered as potentially redundant.
- (d) Should the potentially redundant Educational Assistant want to bump, a notice of lay-off will be given to the most junior Educational Assistant(s) in the school district whose permanent FTE is nearest to but not greater than the redundant Educational Assistant's FTE 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 if available.

- (f) Sections (b) and (e) will be applied, notwithstanding Article 15.01, prior to a permanent vacancy being posted and the application of the Letter of Intent regarding transfers.
- (g) The above procedure will be co-ordinated by the Employee Services Department who will notify the President of the Local when notices of lay-off are issued under Section (d).
- (h) An Educational Assistant who accepts a vacancy or who has accepted a reduction in hours or who has elected to bump another employee will have no further rights under Article 14 unless they are subsequently bumped or declared surplus.

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 seven (7) weeks in any year or to a lay-off of five (5) consecutive days or less. 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 placed on a temporary lay-off.
- (b)
 - (i) School year/ten (10) month employees absence as a result of Christmas, Winter, Summer or similar Break in a modified school calendar 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, Winter or similar Break in a modified school calendar 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 the Local President of that position(s).
- (b) The Local President 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. Such notice may be verbal to be followed up in writing. 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 Employer has an available vacant seat in the respective session as determined by the Employer. 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)
 - (i) 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.
 - (ii) Notwithstanding 14.07(a)(i) should there be a part-time employee in the same classification at that location who is senior to the laid-off employee then a portion of the vacancy will be first offered to that employee prior to implementing 14.07(a)(i), in order to bring that

employee to full-time status. Should there be another senior employee at that location, that employee will then be offered any remaining time.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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 at the time of the vacancy 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 Employee Services 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.
- (d) An employee recalled under this article to a temporary vacancy shall have

their one year recall entitlement period suspended during their period of recall. When the temporary assignment ends the employee will be returned to lay-off status, without notice, and the one year recall entitlement period will recommence. The period on temporary recall will not be counted in the one year calculation.

ARTICLE 15: JOB POSTINGS

- 15.01 (a) When a permanent vacancy occurs, or a temporary vacancy occurs [as defined in Article 15.01(b) or a new position is created inside the bargaining unit, the Employer shall post a notice of the position in a suitable location for a minimum of five (5) days and supply one (1) copy to the Union President in order that all employees, excluding probationary and temporary employees, will know about the position and be able to make written application therefore.
- (b) Temporary vacancies which, at the time of the vacancy, are anticipated to exceed six (6) 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. A successful candidate to a temporary posting may not apply to another temporary posting until the temporary assignment has been completed.
- (c) Notwithstanding 15.01(a), during July and August when schools are closed, job vacancies will not be posted but will be placed on the Employer website and e-mailed to the OPSEU office.
- (d) Notwithstanding 15.01(a), in a school with more than one (1) part-time Clerk/Stenographer or Office Assistant position where there is a part-time vacancy, such vacancy or part thereof, may be assigned to that part-time person in the same classification. If there is more than one eligible employee the vacancy will be offered to the most senior eligible employee and if declined the time will then be offered progressively to the least senior eligible employee who must accept the additional hours. Any such offer must not result in an FTE greater than 1.0.
- 15.02 Such notice shall contain the following information:
- (i) nature of position and location;
 - (ii) qualifications;
 - (iii) required knowledge and education;
 - (iv) skills;
 - (v) as per Schedule.
- 15.03 (a) 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:
- (i) Ability to perform the work;
 - (ii) Physically able to do the job;

It is understood that where the qualifications referred to in factors (i) and (ii) above are relatively equal, then the employee with the greatest seniority shall be appointed. The Employer shall evaluate factors (i) and (ii); and factor (i) 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 Employer.

- (b) Notwithstanding 15.03(a) when determining who should be interviewed for the position, the Employer shall use only the information provided in the employee's resume/application for the posted position.

15.04 The Employer shall first determine whether any of the applicants under Article 15.01 are qualified. If, in the Employer'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 Pay Group as per Schedule A 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.

- (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.

- (c) The trial period referred to in Article 15.06(a) is not for the purpose of allowing an employee to attain the capabilities required for the posted vacancy.

15.07 After a position has been posted and if the person selected for that position leaves

that position within three (3) calendar months, 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.
- (c) Effective September 1, 2000 Schedule A2 will apply to all new employees hired to positions after that date.
- (d) Effective January 1, 2003 Schedule A2 will apply to all employees.
- (e) Notwithstanding Article 16.01(d) permanent employees hired prior to September 1, 2000 who are not at maximum on January 1, 2003 will be red-circled until their rate reaches maximum.
- 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 (\$.35) per hour shall be paid for all hours worked on the afternoon shift.
- (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 Employer 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 changed by mutual agreement. A 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:
- (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) graduation from a community college or university involving the OPSEU member, 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 Employee Services Manager or designate, accumulated sick leave may be used to cover the following absences.
- (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 Employee Services 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.

17.07 Parental Leaves of Absence

- (a) Parental leaves of absence shall be granted in accordance with the provisions of the Employment Standards Act and as augmented by this article.
- (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 Employee Services Manager concerning plans for said leave.
- (b) this period shall not exceed three (3) working days.

17.10 Bereavement Leave

- (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

Upon written request received at least two (2) weeks in advance, leave of absence without pay and without loss of seniority will be granted to not more than six (6) 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

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 Employee Services 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

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

- (a) An employee may, upon written application and with the approval of the Supervisor and the Employee Services Manager, be granted leave without loss of salary or sick leave credits to participate in relevant 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 referenced in Article 17.14(a), 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) Employee suggestions regarding suitable professional development programs, and in-service training programs, shall be considered.

- (d) The Employer, for the 2003-2004 school year, agrees to allocate \$8500.00 each school year to be available for the OPSEU In-Service Committee. Such funds are to be used for professional development activities for OPSEU members as approved by the Committee.

The OPSEU In-Service Committee will consist of up to three (3) management representatives and up to three (3) OPSEU members. Additional OPSEU members may attend committee meetings as resource personnel. The Committee will set aside a portion of the allocated money for employees to attend outside workshops relevant to their position and work for the Board.

Employees requesting use of such funds will forward the request in writing, outlining the reasons and benefits in attending the outside workshop, to the Employee Services Department for consideration by the Committee. The request will outline the cost of the workshop.

17.15 Jury or Witness Duty

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

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 Employer.
- (b) The Union will be invoiced monthly for the employees salary and all benefits including statutory deductions - e.g. E.I.C.
- (c) The Union shall reimburse the Employer 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

Although employees are expected to report for work even on stormy days, the Employer 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 Employer 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 Employer 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 Employer.
- (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 no cost to the Employer.

ARTICLE 18: SICK LEAVE

18.01 (a) 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.

(b) One (1) day per month of the sick leave credits provided for in Article 18.01(a) to a maximum accumulation of seventy-five (75) days, will be used only for the purpose of personal disability.

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 supervisor or the Employer in a manner determined by the Employer 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 Employer 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 Employer.

18.06 An employee who has had five (5) continuous years service with the Employer 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:

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 Employer, the S is the average of the best five (5) years of the employee's salary at the date of his/her separation from the Employer.

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.

18.09 Notwithstanding Articles 18.06 and 18.07, members of the bargaining unit commencing employment as a permanent employee after October 6, 1998 will not be eligible to receive a retirement gratuity.

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) (i) 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.

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

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

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

- (c) (ii) Notwithstanding 19.01(c)(i), effective with the 1999 vacation year, temporary lay-offs resulting from Employer initiated shutdowns at Christmas, the March Break and the summer vacation period will not reduce a twelve month employee's vacation entitlement.
- (d) Effective July 1, 1994 permanent part-time employees working additional temporary hours will receive four percent (4%) vacation pay on those additional earnings at the time of receiving such earnings.

(e) Temporary employees will receive four percent (4%) vacation pay on all regular earnings, excluding vacation pay, at the time of receiving such earnings.

19.02 Permanent employees with less than one (1) year of continuous service as a permanent employee 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 percent (4%) of their regular earnings if employed on a ten (10) month basis.

19.03 Permanent employees who have completed one (1) year of continuous service as a permanent employee by June 30th of any year shall receive two (2) weeks' vacation with pay at their current pay rate, or shall be paid four percent (4%) of their regular earnings if employed on a ten month basis.

19.04 Permanent employees who have completed three (3) years of continuous service as a permanent employee by June 30th of any year shall receive three (3) weeks' vacation with pay at their current pay rate, or shall be paid six percent (6%) of their regular earnings if employed on a ten (10) month basis.

19.05 Permanent employees who have completed ten (10) years of continuous service as a permanent employee by June 30th of any year shall receive four (4) weeks' vacation with pay at their current pay rate, or shall be paid eight percent (8%) of their regular earnings if employed on a ten (10) month basis.

19.06 Permanent employees who have completed seventeen (17) years of continuous service as a permanent employee by June 30th of any year shall receive five (5) weeks vacation with pay at their current pay rate, or shall be paid ten percent (10%) of their regular earnings if employed on ten (10) month basis.

19.07 Permanent employees who have completed twenty-six (26) years of continuous service as a permanent employee 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 regular earnings if employed on a ten (10) month basis.

19.08 (a) Permanent ten month employees who are not required to work during the Christmas or March Breaks, or on professional activity days, will continue to receive their normal earnings during that period of time.

(b) (i) The payments referred to in 19.08(a) will be considered as vacation pay or staff holidays as applicable, and the vacation pay will be deducted from the total vacation entitlement as specified for permanent ten (10) month employees in articles 19.02, 19.03, 19.04, 19.05, 19.06 and 19.07.

- (ii) The balance of vacation pay owed (to date) shall be paid to the employees on the first pay in June as long as it is in compliance with HRDC. Any overpayment of vacation pay made in accordance with 19.08(a) will be deducted from regular earnings at that time.

A statement of vacation pay earned and paid during the year and any remaining vacation pay will be provided with the last payment for the school year.

- 19.09 (a) Where an employee other than one employed on a ten month basis, is entitled to paid sick leave for the two (2) weeks immediately preceding the employee's scheduled vacation and the circumstances causing the sick leave continue through the employee's entire scheduled vacation time, he/she shall be entitled either to take his/her vacation at another time scheduled by the Employer or to elect to be paid his/her vacation pay instead of sick leave pay for the period of the scheduled vacation; provided that the sickness or the accident causing the sick leave shall be certified by a physician.
 - (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 Should any of the Public Holidays as defined in Article 22.01 fall or be observed during an employee's vacation period, then such day will not be considered to be a vacation day.
- 19.11 "Regular earnings" for the purpose of Article 19 will include all earnings except for vacation pay, which is excluded.

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) (i) Notwithstanding Article 20.02(a) the full time hours of work for Electronic Technicians, Senior Electronic Technicians, Certified

Network Technicians and Computer Educational Resource 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.

- (ii) Notwithstanding Article 20.02 (a), effective September 1, 2003, the full time hours of work for Electronic Technicians, Senior Electronic Technicians and Computer Educational Resource 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.
- (iii) Notwithstanding Article 20.02 (a), effective September 1, 2003 the full time hours of work for Certified Network Technicians shall be thirty-seven and one-half (37 ½) hours per week and seven and one-half (7 ½) hours per day consistent with the language of Article 20.02 (a) and overtime will be paid in excess of thirty-seven and one-half (37 ½) 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 (30) hours per week and six (6) hours per day consistent with the language of Article 20.02(a).

An Educational Assistant whose normal hours of work are thirty (30) 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 (30) 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 (30) 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.

20.03 Authorized overtime will be paid at the rate of one and one-half (1 ½) 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 one (1) month's notice in writing of such change. A copy of this notice shall be sent to the Union.
- (b) During the one (1) month's 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 Employer 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 Employer 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 offered as a result of an increase in enrolment or a staffing formula change. If there is more than one eligible employee the additional hours will be offered to the most senior eligible employee and if declined the time will then be offered progressively to the least senior eligible employee who must accept the additional hours. Any such offer must not result in an FTE greater than 1.0.

ARTICLE 21: EMPLOYEE BENEFIT PLANS

21.00 The Employer and its several bargaining units have established an Insurance Trustees Committee to monitor the various insurance plans specified in this article. The obligation of the Employer is to co-operate with the Insurance Trustees Committee in arranging the Plan and to pay the stated share of the premiums.

The determination of eligibility for the benefit is not the responsibility of the Employer or the Union.

21.01 **Group Extended Health Insurance**

The Employer will contribute \$148.16 per month towards the cost of family coverage or \$68.92 per month towards the cost of single coverage for those full-time employees enrolled in the Group Extended Health Insurance Plan.

21.02 **Group Life Insurance and Accidental Death and Dismemberment Insurance**

The Employer will contribute, effective May 1, 2000, for full-time employees enrolled in the Group Life and Accidental Death and Dismemberment Insurance Plan, \$6.80 per month towards the premium cost for \$25,000 of life and accidental death and dismemberment insurance.

21.03 **Group Dental Insurance**

The Employer will contribute \$81.44 per month towards the cost of family coverage or \$31.83 per month towards the cost of single coverage for those full-time employees enrolled in the Group Dental Plan.

21.04 **Long Term Disability Plan**

The Employer will contribute \$1.64 per \$100 of benefit (66% of actual salary*) for employees enrolled in such plan.

*68.9% for those employees enroled in the Teachers' Pension Plan.

- 21.05 The contributions defined in Articles 21.01, 21.02, 21.03 and 21.04 include the Ontario Sales Tax.
- 21.06 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.
- 21.07 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, thirty-two and one half (32.5) hours, thirty (30) hours or forty (40) hours where applicable, per week which the employee normally works, excluding overtime.
- 21.08 The Employer 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 Employer 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).
- 68.9% for those employees enroled in the Teachers' Pension Plan.
- 21.09 (a) The continuation of benefits during the first year of a leave will be approved by the Employer in accordance with the Insurance Carrier's policy/procedure and relevant articles of this collective agreement. For leaves of longer duration, continued benefit coverage is subject to the approval of the Insurance Carrier and relevant articles of this collective agreement.
- (b) An employee whose benefits are continued during a leave will authorize the Employer to deduct his/her monthly share of the premiums from the bank account the Employer has on file for that employee. Failure to provide that authorization, or failure to pay the employee's share of the premiums will result in the cancellation of the benefit coverage.
- 21.10 The Employer will continue to pay its share of the premiums for the employee benefit plans in which the employee is enroled during Pregnancy and Parental leaves. The employee is required to pay the premiums every three months in advance.
- 21.11 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.
- 21.12 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.

21.13 The Parties agree that for 10-month employees the employees share of the premiums for July and August will be deducted from the employees last eight (8) pays of the school year. Due to different work schedules the Employer will determine what is considered to be the last eight (8) pays and employees will be notified one pay in advance of the commencement of the deductions.

ARTICLE 22: PUBLIC HOLIDAYS

22.01 Eligible employees, who would otherwise be required to work, will be paid their normal daily rate for the following public holidays (or days in lieu thereof):

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Three (3) Floaters (to be designated by the Board to be taken during the Christmas/New Year's period)

- (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 ½) his/her regular rate for all time worked on such staff holiday in addition to his/her holiday pay.

ARTICLE 23: GENERAL

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 Employee Services Manager and the President of the Local and copy to the Staff Representative.

23.04 **Address/Telephone Number Change**

It shall be the responsibility of all employees to notify the Employer, in writing, 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 Employer and its employees.

Recommendations from the Employee/Management Committee may be referred to the Employer 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 Employer 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 Employer 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 Employer. Should the parties disagree as to the new rate, the matter will be referred to arbitration.

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, 2003, and shall remain in force until the 31st day of December, 2003, 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.

The Parties agree that they will not submit the “notice to bargain” for the renewal of the 2003 collective agreement prior to December 15, 2003.

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**

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

SCHEDULE A1 - HOURLY RATES EFFECTIVE JANUARY 1, 2003

<u>GROUP A</u>	Start	3M	12M	24M	36M
Clerk/Stenographer	15.39	15.49	15.76	16.02	16.44
Data Entry Clerk					
Stenographer I					
Switchboard/Receptionist					
Shipper/Receiver	16.09	16.20	16.48	16.76	17.21
Secondary Office Assistant					
Elementary Office Assistant					
Learning Centre Office Assistant					
Twinned School Office Assistant					
Intermediate Clerk I	16.76	16.87	17.15	17.43	17.88

Stenographer II	16.69	16.81	17.11	17.41	17.88
Assistant Secretary Intermediate Clerk II Stenographer III	17.20	17.32	17.62	17.92	18.40
Intermediate Clerk III	17.09	17.26	17.67	18.90	18.76
Elementary Secretary Learning Centre Secretary Senior Secretary	18.59	18.72	19.01	19.31	19.79
Senior Clerk	18.49	18.61	18.94	19.27	19.79
<u>GROUP B</u>					
School Library Technician School A/V Technician	16.73	16.90	17.31	17.73	18.40
Computer Educational Resource Technician	16.73	16.90	17.31	17.73	18.40
Computer Software Technician	17.09	17.26	17.67	18.09	18.76
Electronic Technician Draftsperson	17.36	17.58	18.17	18.76	19.66
Senior Electronic Technician	18.44	18.65	19.20	19.73	20.61
<u>GROUP C</u>					
Assistant Artist Artist	17.09 17.48	17.26 17.71	17.67 18.29	18.09 18.88	18.76 19.79

SCHEDULE A1 - HOURLY RATES EFFECTIVE JANUARY 1, 2003**Page 2****GROUP D**

Administrative Assistant	16.80	17.00	17.48	17.97	18.76
Operations Assistant	17.80	17.98	18.50	19.01	19.79

GROUP E

Buyer	19.08	19.35	20.04	20.73	21.83
Senior Buyer	20.10	20.46	21.13	21.79	22.62

GROUP F

Educational Assistant - 1	16.76	16.87	17.15	17.43	17.88
Educational Assistant - 2	17.63	17.75	18.03	18.30	18.76

GROUP G

Senior Computer Operator	17.56	17.78	18.34	18.90	19.79
Computer Network Technician	18.44	18.65	19.20	19.73	20.61
Certified Network Technician	18.44	18.65	19.20	19.73	20.61

SCHEDULE A2 - HOURLY RATES EFFECTIVE JANUARY 1, 2003

SCHEDULE A2 – FOR NEW EMPLOYEES HIRED TO POSITIONS AFTER SEPTEMBER 1, 2000, INCLUDING TEMPORARY EMPLOYEES IN NON-POSTED POSITIONS WHO WILL BE PAID FOR THE LENGTH OF THE ASSIGNMENT AT THE START RATE FOR THE RESPECTIVE CLASSIFICATION.

	Start	3M	12M	24M	36M
<u>GROUP A</u>					
Clerk/Stenographer	13.81	14.47	15.12	15.78	16.44
Data Entry Clerk					
Stenographer I					
Switchboard/Receptionist					
Shipper/Receiver	14.46	15.15	15.83	16.52	17.21
Secondary Office Assistant					
Elementary Office Assistant					
Learning Centre Office Assistant					

Twinned School Office Assistant Intermediate Clerk I	15.02	15.74	16.45	17.17	17.88
Stenographer II	15.02	15.74	16.45	17.17	17.88
Assistant Secretary Intermediate Clerk II Stenographer III	15.45	16.19	16.92	17.66	18.40
Intermediate Clerk III	15.76	16.51	17.26	18.01	18.76
Elementary Secretary Learning Centre Secretary Senior Secretary	16.62	17.41	18.20	18.99	19.79
Senior Clerk	16.62	17.41	18.20	18.99	19.79
<u>GROUP B</u>					
School Library Technician School A/V Technician	15.45	16.19	16.92	17.66	18.40
Computer Educational Resource Technician	15.45	16.19	16.92	17.66	18.40
Computer Software Technician	15.76	16.51	17.26	18.01	18.76
Electronic Technician Draftsperson	16.52	17.30	18.09	18.88	19.66
Senior Electronic Technician	17.31	18.14	18.96	19.79	20.61

SCHEDULE A2 - HOURLY RATES EFFECTIVE JANUARY 1, 2003**Page 2****GROUP C**

Assistant Artist	15.76	16.51	17.26	18.01	18.76
Artist	16.62	17.41	18.20	18.99	19.79

GROUP D

Administrative Assistant	15.76	16.51	17.26	18.01	18.76
Operations Assistant	16.62	17.41	18.20	18.99	19.79

GROUP E

Buyer	18.33	19.21	20.08	20.95	21.83
Senior Buyer	19.00	19.90	20.81	21.71	22.62

GROUP F

Educational Assistant - 1	15.02	15.74	16.45	17.17	17.88
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Educational Assistant - 2	15.76	16.51	17.26	18.01	18.76
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GROUP G

Senior Computer Operator	16.62	17.41	18.20	18.99	19.79
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Computer Network Technician	17.31	18.14	18.96	19.79	20.61
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Certified Network Technician	17.31	18.14	18.96	19.79	20.61
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LETTER OF INTENT #1
Employment of Educational Assistants

It is the intent of the Simcoe County District School board to inform each Educational Assistant not later than June 24 of each year, regarding his/her employment status to begin the next school year.

The parties recognize that circumstances beyond the control of the Board may delay this notification.

This Letter of Intent is not to be considered as a guarantee of employment.

Signed at Barrie this day of on behalf of:

**THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION - LOCAL 330**

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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 - LOCAL 330**

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

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

It is the responsibility of the employee to submit documentation acceptable to the Employer when making a claim for this higher classification. The higher classification will not be made retroactively but will be effective from the day the documentation is received by the Employee Services Department.

New employees, however, who submit documentation during their probationary period will be reclassified retroactive to the start date of their probationary period.

This Letter of Intent is for wage placement only and is not a reflection of the Board's hiring qualifications.

**THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION - LOCAL 330**

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

Should the Employer 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 - LOCAL 330**

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

LETTER OF INTENT #5

The Employer is currently reviewing changes to the school year.

Should a change be made to the current school year the Employer 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 possible accommodation of staff will be discussed with the Union prior to implementation.

**THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION - LOCAL 330**

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

LETTER OF INTENT #6

The Parties agree to implement on a trial basis for the period January 1, 2003 to December 31, 2003 a transfer arrangement for Educational Assistants and School Secretarial/Clerical Staff as follows:

An Educational Assistant or a school secretarial/clerical employee wanting to transfer to a vacancy within the same classification at another school may indicate such by:

1. Submitting the request for transfer in writing to the Employee Services Department. The request must include the following information:

Name
Classification
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 Employee Services Department not less than thirty (30) days prior to the Employer declaring the position vacant and be confirmed in writing by the Employee Services 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 and classification as the employee currently holds, he/she will be offered the transfer in accordance with this Letter of Intent. The Employer shall make 3 attempts within 24 hours to contact the employee after which the employee shall be ineligible to be offered the position. 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. Should an employee elect to decline the position, all transfer requests for that employee shall be deleted and the employee will be unable to request another transfer for a period of 6 months. The employee will be eligible to resubmit requests after the 6 month period.
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 by the employee and confirmed in writing by the Employee Services Department or are deleted under section 5.
- 9. Notwithstanding sections 2 through 8, transfers are subject to the approval of the respective school administrator. When a transfer request is not granted the Employer shall provide the reasons for the decline to the employee in writing.
- 10. Recalls and placement of surplus staff take priority over transfer requests and will be addressed prior to implementing the transfer process.

**THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION - LOCAL 330**

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

The Parties agree that for the period September 1, 2003 to June 30, 2004, Article 20.02 (c), (d), and (e) will be suspended and will be replaced by the following articles during that period:

- 20.02 (c) The hours of work for a full time Educational Assistant shall not be less than thirty-two and one-half (32 ½) hours per week and six and one-half (6 ½) hours per day consistent with the language of Article 20.02 (a).

- (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 ½) 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 ½) 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.

**THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION - LOCAL 330**

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

LETTER OF INTENT #8

The Employer agrees to consider over the next twelve months, the possibility of dispatching supply secretarial staff through SCARRI.

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION – LOCAL 330**

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**
