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BY []

Collective Agreement

Between
The Simcoe County
Board of Education
and
Ontario Public Service
Employees Union
and its Local 330



Ontario Public Service Employees Union

EFFECTIVE: JANUARY 1, 1990 TO DECEMBER 31, 1991

4.

COLLECTIVE AGREEMENT

Between

**The Simcoe County
Board of Education**

and

**Ontario Public Service
Employees Union**

This Agreement dated the 1st day of
January, 1990.

BETWEEN:

**THE SIMCOE COUNTY BOARD OF
EDUCATION**
(hereinafter called the "Employer")

OF THE FIRST PART

and

**THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**
(hereinafter called the "Union")

OF THE SECOND PART

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

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

**NOW THEREFORE THIS AGREEMENT
WITNESSETH:**

ALPHABETICAL INDEX

SUBJECT	ARTICLE	PAGE
Arbitration	9	12
Benefit Plans	21	36
Definitions	4	5
Discharge Cases	10	13
Employee/Management Committee	23.06	40
General	23	39
General Purpose	1	3
Grievance Procedure	8	9
Hours of Work & Overtime	20	34
Inclement Weather	17.16	28
Job Postings	15	18
Jury/Witness Duty	17.14	27
Lay-off and Recall	14	18
Leaves of Absence	17	23
Management Grievances	11	14
New Classifications	24	41
No Strikes or Lockouts	5	6
Probationary Employees	12	15
Professional Development/ In-service Training	17.13	27
Recognition	2	3
Relationship	3	3
Reservation of Management Function	6	7
Seniority	13	15
Sick Leave	18	29
Staff Holidays	22	38
Temporary Assignment	20.07	36
Termination	25	42
Union Grievance Committee & Stewards	7	8
Vacations with Pay	19	32
Wages	16	21

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 teacher assistants, save and except supervisors, foremen, persons above the rank of supervisor and foreman, 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 Personnel Department, Academic Consultants, Special Education Coordinator, 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 who have attained seniority, 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 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 under Article 15.01.

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 start date of his/her most recent period of employment. The aforementioned probationary period will commence as of the date of permanent transfer/assignment.

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 be-

tween 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 discharge, 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 station 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 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 (5) days after receipt of the said answer.

Step No. 2:

The aggrieved employee may submit his/her grievance to the Superintendent of Personnel or his/her nominee, who shall then arrange a meeting to discuss the grievance within a period of five (5) days. This meeting may be attended by the grievor and grievance committee, the appropriate supervisor, the Superintendent of Personnel, or nominee, and the Personnel Manager. The decision from said

meeting shall be rendered within five (5) days. Should the decision not be satisfactory to the employee then the next step in the Grievance Procedure may be taken at any time within five (5) days of the receipt of the decision.

Step No. 3

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

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

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

ARTICLE 9: ARBITRATION

9.01 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 Board of Arbitration at the request in writing of the party which initiated the grievance.

9.02 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 Chairman chosen by the other two members of the Board.

9.03 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.

9.04 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**, the Minister of Labour for the Province of Ontario will be asked to nominate a person to act as chairman.

9.05 The decision of a Board of Arbitration, constituted in the above manner, shall be final and binding on both parties. If there is no unanimous award, the award of the chairman shall govern unless the nominees are agreed on a different result.

9.06 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.

9.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it, and of its own witnesses, and the parties will jointly bear the expenses, if any, of the chairman.

9.08 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 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.

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, who has attained seniority, that he/she has been unjustly discharged from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Personnel Manager within five (5) days after the employee is notified of the discharge or 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.

ARTICLE 11: MANAGEMENT GRIEVANCES

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

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

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

ARTICLE 12: PROBATIONARY EMPLOYEES

12.01 New employees shall serve as probationary employees until they have completed a total of three consecutive calendar months of service in the same position. On successful completion of their probationary period, their names shall be placed on the appropriate Seniority List and their seniority shall date back to the date of hiring.

12:02 Part-time employees who have successfully completed their Probationary Period shall accumulate seniority on a pro rata basis in accordance with time worked as compared with full-time employment.

ARTICLE 13: SENIORITY

13.01 There shall be **two** types of seniority:

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

(b) Group Seniority which shall apply under the conditions set out in Section 14.01 and 15.03 hereof. Separate Seniority Lists shall be maintained for the following Job Groups in addition to the Unit Seniority List:

- (i) Clerks, Office Assistants, Stenographers and Secretaries, Data Entry Clerk
- (ii) Buyers, Senior Buyers
- (iii) Administrative Assistants, Operations **As-** sistant
- (iv) Technicians
- (v) Artists
- (vi) Teacher Assistants
- (vii) Senior Computer Operator
- (viii) Draftspersons

13.02 The Board will supply the Union in January of each year with a copy of the Unit Seniority List for each work location and a copy of the Unit and Job Group Seniority List for each Area Steward. 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 Board shall provide all additions, deletions, or amendments to the Union President upon request.

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.

(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 illness or accident, where such illness or accident is not compensable under the Workers' Compensation Act, and exceeds the lesser of:

(i) the employee's unused sick leave credits plus one (1) year; **or**

(ii) eighteen (18) months,

13.04

(a) **An** employee who is absent due to an illness, or accident, compensable under the Workers' Compensation Act shall retain seniority and shall accumulate seniority during the absence.

(b) **An** employee who has been absent due to a compensable illness or accident shall, for a period of two years, be eligible to return to his/her original position. 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 and experience.

13.05

(a) **An** employee absent due to proven illness, or accident shall continue to accumulate seniority until he/she loses same pursuant to Article 13.03 (e).

(b) **An** employee who loses seniority in accordance with Article 13:03 (e) shall be eligible, upon recovery, to return to the first available vacancy consistent with his/her seniority and qualifications.

13.06 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 which 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 In all cases of lay-off or recall from lay-off, job group seniority shall govern provided that the employee has the capabilities to do the work in question.

14.02 Where employees who are about to be or have been laid off are, in the opinion of the Employer, qualified for employment covered by a job group seniority list other than that on which they are carried and where vacancies are available which are covered by such job group, and no employees are laid off from that job group, such employees shall be offered alternative employment in accordance with their seniority on the bargaining unit seniority list. If such alternative employment is accepted, the employee shall commence to accumulate seniority in the new job group from the date of his/her appointment while retaining his/her seniority for recall purposes in the employee's original job group.

ARTICLE 15: JOB POSTINGS

15.01

(a) When a permanent vacancy occurs, or a temporary vacancy occurs (as defined in Article 15.01 (C)) or a new position is created inside the bargaining unit, the Employer shall post a notice of the position in a suitable location in each work location for a minimum of one (1) week and supply two (2) copies to the Union President in order that all employees, excluding temporary employees, will

know about the position and be able to make written application therefore.

(b) For permanent vacancies, only the original vacancy and the first two (2) resulting vacancies shall be posted where the original vacancy is filled from within the bargaining unit.

(c) Temporary vacancies which are anticipated to exceed three months shall be posted. **Only** the original position shall be posted. Upon the completion of the temporary assignment the employee shall be returned to his/her former position and wage level.

(d) Notwithstanding 15.01(a), during July and August when schools are closed postings will be available for review in the Regional Offices by those employees not working during July and August.

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) wage or salary rate or range.

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

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

It is understood that where the qualifications referred to in factor (a) and (c) above are relatively equal, then the employee with the greatest group

seniority shall be appointed. The Board shall evaluate factors (b) and (c); and factor (b) shall be considered to include, for the purpose of judging ability, the relevant elements such as skill, experience, knowledge, training and work record with the Board.

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

15.05

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

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

15.06

(a) A successful applicant to a job posting, shall be placed on trial in the new position for a period of three (3) consecutive calendar months. In the event the employee proves unsatisfactory in the position, or the employee feels unable to perform the duties of the new position during the aforementioned trial period, the employee will be returned to his/her former position at the employee's previous

hourly rate. The implementation of this sequence of events may result in the lay-off of an employee in accordance with Article 14.01.

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 group seniority under article 15.03 when applying for another job posting in that classification.

15.07

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

ARTICLE 16: WAGES

16.01

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

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

16.02 Pay days shall be every second Friday.

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

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

16.05 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.

16.06 **A** teacher assistant who has successfully completed one year of relevant post-secondary education shall, on hiring, be placed on the 12-month position of the salary grid. **A** person similarly qualified who has successfully completed two years of post-secondary education shall, on hiring, be placed on the 24-month position of the salary **grid**. In either case further progression shall be by normal service to the maximum position on the **grid**. In such cases employees shall never-the-less, serve the normal probationary period upon hire.

ARTICLE 17 • LEAVES OF ABSENCE

14.01 The Employer may grant leave of absence in writing to employees for periods without pay and without loss of seniority. If the Employer grants leave of absence in excess of thirty (30) days, the employee shall not accumulate seniority beyond thirty (30) days. Any request for leave of absence shall be in writing.

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) convocation or graduation involving the O.P.S.E.U. 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 prior approval of the supervisor and the Personnel 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 Personnel 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.

17.06 Maternity Leave

Upon written application to the Personnel Manager, leave without pay shall be granted in accordance with Part XI of the Employment Standards Act, 1974, of Ontario. Notwithstanding Article 17.01, such leave shall not result in loss of seniority which shall accumulate during the leave, or loss of service for vacation entitlement for the seventeen (17) week period. **When** requested **an** additional leave of nine (9) weeks may be granted in accordance with Article 17.01 ; the employee *so* affected will return to her original position and work location after said leave providing the position still exists. In the event the original position does not exist, the employee will be reassigned to a comparable position in accordance with Article 13.

17.07 Adoption Leave

Adoption leave shall be granted and all conditions and entitlements shall apply as defined in 17.06.

17.08 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 Personnel Manager concerning plans for said leave.

(b) this period shall not exceed three (3) working days.

17.09 Bereavement Leave

(a) When a death occurs in the immediate family of an employee, he/she shall be granted not more than three (3) working days' Bereavement Leave from his/her employment without loss of pay. Said bereavement leave shall commence with the day of the death and end with the date of burial, providing said employee uses said time for the purpose of arranging for or attending the funeral of the deceased relative. 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 and grandchild 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 17.09 (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.

17.10 Leave of Absence for Union Business

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

17.11 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 Personnel 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.

17.12 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.

17.13 Professional Development and In-Service Training

(a) **An** employee may, upon written application **and** with the approval of the Personnel Manager, be granted leave without loss of salary or sick leave credits to participate in professional development programs. Applications should be made at least two weeks in advance of the effective date of the leave.

(b) The opportunities to participate in professional development programs, and in-service training programs, shall be distributed fairly amongst employees but solely at the discretion of the Board and the decisions of the Board in this regard are not grievable.

(c) Information about professional development programs, and in-service training programs, shall be distributed to all work locations.

(d) Employee suggestions regarding suitable professional development programs, and in-service training programs, shall be considered.

17.14 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.

17.15 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 Board.

(b) The Union will be invoiced monthly for the employees salary and all benefits including statutory deductions - eg. U.I.C.

(c) The Union shall reimburse the Board within fifteen (15) days of the billing date.

(d) The employee will continue to accumulate seniority and sick leave credits during the period of leave.

(e) Upon the termination of a leave which does not exceed twenty-four (**24**) calendar months, the employee will be reassigned to his/her original position and work location providing the position still exists.

(f) In the event that the leave is extended beyond **24** calendar months or the original position referred to in **5** above does not exist, the employee will be reassigned to a comparable position in accordance with Article 13.

17.16 Inclement Weather

Although employees are expected to report for work even on stormy days, the Board recognizes that it is sometimes unreasonable to expect employees to risk their own safety driving to work in extreme weather conditions. **If** the weather conditions are extreme, and an employee attempts to travel to work but is forced back by unsafe conditions, he/she should telephone the principal in the school, or the department head in other offices, to report his/her inability to attend. The principal or

department head must report this absence to the Board office in the regular way at the end of the month, explaining that, in his opinion, the absence was justifiable because of the unsafe travelling conditions. The Board office will deduct a day's sick leave credit for these absences. If, in the principal's or department head's opinion, the absence was not justified, there will be a day's deduction of salary.

ARTICLE 18: SICK LEAVE

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

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

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

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

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

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

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

personal representatives shall be entitled to a gratuity calculated as follows:

For employees employed on a school-year basis -

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

For all other employees

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

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

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

Upon death, or permanent disability or upon becoming eligible for and receiving an OMERS pen-

sion 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 O.P.S.E.U. employee, any benefits accrued under article 18.06 and 16.07 shall be paid to the beneficiary designated by the employee.

ARTICLE 19: VACATIONS WITH PAY

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

Vacation period, calculations of pay, continuous service and pay distributions will be based on a vacation fiscal year. The fiscal year will be from July 1st to June 30th.

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

19.03 Employees who have completed one (1) year of continuous service by June ~~30th~~ of any year shall receive ~~two~~ (2) weeks' vacation with pay at their

current pay rate, or shall be paid four per cent **(4%)** of their salary if employed on a ten month basis.

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

19.05 Employees who have completed ten **(10)** years of continuous service by June 30th of any year shall receive four **(4)** weeks' vacation with pay at their current pay rate, or shall be paid eight per cent **(8%)** of their salary if employed on a ten month basis.

19.06 Employees who have completed nineteen **(19)** years of continuous service by June 30th of any year shall receive five **(5)** weeks' vacation with pay at their current pay rate, or shall be paid ten per cent **(10%)** of their salary if employed on a ten month basis.

19.07 Employees who have completed thirty **(30)** years of continuous service by June 30th of any year shall receive six **(6)** weeks vacation with pay at their current pay rate or shall be paid twelve percent **(12%)** of their salary if employed on a ten **(10)** month basis.

19.08

(a) "Ten month" employees who are not required to work during the Christmas and/or March breaks, will continue to receive their normal earnings during that period(s) of time.

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

(c) A statement of vacation pay earned and paid during the year will be included together with the last June salary payment. Any overpayment of vacation pay made in accordance with 19.08 (a) will be deducted from regular earnings at that time.

19.09 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.

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

ARTICLE 20: HOURS OF WORK AND OVERTIME

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

20.02 (a) For full time employees the work week shall consist of thirty five (35) hours and the working day shall consist of seven (7) hours exclusive of meal periods which, except under emergency conditions, shall be continuous and uninterrupted for a period or periods of not less than one-half hour each.

(b) Notwithstanding Article 20.02(a) the full time hours of work for Electronic Technicians and Senior Electronic Technicians shall be forty (40) hours per week and eight (8) hours per day consistent with the language of Article 20.02 (a) and overtime will be paid in excess of forty (40) hours per week consistent with the language of Article 20.03.

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 Where declining enrolment in a school results in a reduction in an employee's classification or hours of work the Employer shall give the employee so affected two (2) months' notice in writing

of such change. A copy of this notice shall be sent to the Union.

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

20.07 Temporary Assignment

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 (d)*.

ARTICLE 21: EMPLOYEE BENEFIT PLANS

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

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

21.03 (a) Effective May 1, 1990 the Employer agrees to pay, upon completion of the employees' probationary period, 75% of the premium cost of the group dental plan single or family rate as required for full-time employees.

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

21.04 The Board agrees to pay, upon completion of the employees' probationary period, 50% of the premium cost for the Long Term Disability Insurance Plan for full-time employees. The plan is not available to part-time employees.

21.05 Employee participation in the Benefit Plans defined in Articles 21.01, 21.02, 21.03 and 21.04 is optional and requires completion of the respective registration cards within 31 days of completion of the probationary period.

21.06 The insurance plans defined in Articles 21.01, 21.02, and 21.03 are also available for permanent part-time employees. The employer's share of the premiums as outlined in those articles will be prorated for part-time employees on the basis of the proportion of thirty-five (35) hours, or forty (40) hours where applicable, per week which the employee normally works, excluding overtime.

21.07 The Board will only contribute its share of the premiums for those employees who have completed their probationary period and who are at work, on vacation or on paid sick leave. The Board will pay its share of the premiums for those employees employed on a school year basis who have completed their probationary period but who are not at work by reason of Christmas and Winter breaks, and the summer vacation period (July and August).

21.08 Effective September 1, 1988 the Board will continue to pay its share of the premiums for the employee benefit plans in which the employee is enrolled during her 17 week maternity leave.

21.09 The Employer will pay one-half the cost of OMERS, which plan shall be compulsory for all permanent full time employees. The plan is not available to part time employees except as specified in the Pension Benefits Act (section 32.(3)).

ARTICLE 22: STAFF HOLIDAYS

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

- half New Year's Eve Ray
- New Year's Day
- Good Friday
- Easter Monday
- Thanksgiving Day
- Victoria Day
- Canada Day
- Civic Holiday

Labour Day
half Christmas Eve Day
Christmas Day
Boxing Day
Floater (to be designated by the Board to be taken during the Christmas/New Year's period)

Effective December 1, 1990 an additional floater (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 Notification to Union:

The Union shall be notified of all hirings, lay-offs, re-calls, and terminations of employment within the bargaining unit.

23.02 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.

23.03 Mileage Allowance:

Employees required to use and own cars for the business of the Employer will be paid a mileage allowance for all miles actually and necessarily travelled on the Employer's business at the rate provided in the Board's memorandum 1986-1987 : 12 C, issued by the Business Department, or such greater amount as the Board might approve for other employees.

23.04 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Board Secretary or his/her designated representative and the Secretary of the Union.

23.05 Address/Telephone Number Change

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

23.06 Employee/Management Committee

The Employee/Management Committee shall continue for the purpose of discussing matters not covered in this Agreement with a view to promoting good Union/Management communications and relations and for the purpose of discussing the concerns raised by the Union with respect to job classi-

fications. Meetings of the said Committee shall be held upon reasonable notice at the request of either party. The Committee shall be composed of up to three (3) employees selected by the Union, one (1) Ontario Public Service Employees' Union representative, two (2) school Principals and two (2) Administration Officials. Employees attending such meetings shall be paid at their regular rate for time necessarily lost from work for the purpose of attending such meetings.

Management will respond to Union concerns in writing, no later than two weeks after the meeting.

23.07 Pay Cheques

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

23.08 Printing Costs

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

ARTICLE 24: NEW CLASSIFICATIONS

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



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.

24.03 Existing classifications will not be eliminated without prior agreement with the Union provided this shall not require that a classification actually be filled.

24.04 It is not the intention of the Simcoe County Board of Education to declare the persons presently classified as School Library Technician, School Audio-visual Technician or Administrative Assistant redundant because of the phasing out of those positions. If the incumbents are reclassified or terminate their employment, the Board may choose not to replace them.

ARTICLE 25: TERMINATION

25.01 This Agreement shall be effective as of the 1st day of January, 1990, and shall remain in force until the 31st day of December, 1991, and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

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

The Ontario Public
Service Employees
Union _____

RBC

The Simcoe County Board
of Education

SCHEDULE "A"
HOURLY RATES EFFECTIVE - January 1, 1990

	To Start	After 3 M	After 12 M	After 24 M	After 36 M
GROUP A					
Clerk-Stenographer	\$11.38	\$11.48	\$11.74	\$11.99	\$12.40
Data Entry Clerk					
Secondary Office Assistant					
Elementary Office Assistant					
Stenographer I					
Intermediate Clerk I					
Switchboard Receptionist					
Shipper/Receiver	12.18	12.29	12.56	12.83	13.27
Assistant Secretary (Secondary)					
Stenographer II					
Intermediate Clerk II	12.63	12.75	13.04	13.33	13.79
Secretary (Elementary)	13.13	13.25	13.54	13.83	14.29
Senior Secretary					
Senior Clerk	13.91	14.03	14.35	14.67	15.17
GROUP B					
School Library Technician					
School A/V Technician	12.95	13.12	13.52	13.92	14.57
Electronic Technician	14.14	14.36	14.93	15.50	16.38
Senior Electronic Technician	15.19	15.40	15.93	16.45	17.30
Draftsperson	14.14	14.36	14.93	15.50	16.38
GROUP C					
Assistant Artist	12.95	13.12	13.52	13.92	14.57
Artist	13.50	13.72	14.29	14.86	15.74
GROUP D					
Administrative Assistants	13.33	13.52	13.99	14.47	15.23
Operations Assistant	13.57	13.75	14.25	14.75	15.50
GROUPE					
Buyers	15.81	16.08	16.75	17.42	18.48
Senior Buyer	16.80	17.15	17.80	18.45	19.25
GROUP F					
Teacher Assistants	12.43	12.54	12.81	13.08	13.52
GROUP G					
Senior Computer Operator	13.84	14.06	14.60	15.14	16.00

SCHEDULE "A"**HOURLY RATES EFFECTIVE -January 1, 1991**

	To Start	After 3 M	After 12 M	After 24 M	After 36 M
GROUP A					
Clerk-Stenographer	\$12.38	\$12.48	\$12.74	\$12.99	\$13.40
Data Entry Clerk					
Secondary Office Assistant					
Elementary Office Assistant					
Stenographer I					
Intermediate Clerk I					
Switchboard Receptionist					
Shipper/Receiver	13.18	13.29	13.56	13.83	14.27
Assistant Secretary (Secondary)					
Stenographer II					
Intermediate Clerk II	13.63	13.75	14.04	14.33	14.79
Secretary (Elementary)	14.13	14.25	14.54	14.83	15.29
Senior Secretary					
Senior Clerk	14.91	15.03	15.35	15.67	16.17
GROUP B					
School Library Technician					
School A/V Technician	13.95	14.12	14.52	14.92	15.57
Electronic Technician	15.14	15.36	15.93	16.50	17.38
Senior Electronic Technician	16.19	16.40	16.93	17.45	18.30
Draftsperson	15.14	15.36	15.93	16.50	17.38
GROUP C					
Assistant Artist	13.95	14.12	14.52	14.92	15.57
Artist	14.50	14.72	15.29	15.86	16.74
GROUP D					
Administrative Assistants	14.33	14.52	14.99	15.47	16.23
Operations Assistant	14.57	14.75	15.25	15.75	16.50
GROUP E					
Buyers	16.81	17.08	17.75	18.42	19.48
Senior Buyer	17.80	18.15	18.80	19.45	20.25
GROUP F					
Teacher Assistants	13.43	13.54	13.81	14.08	14.52
GROUP G					
Senior Computer Operator	14.84	15.06	15.60	16.14	17.00

LETTER OF INTENT #1
RE: Employment of Teacher Assistants

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

It is the intent of the Simcoe County Board of Education to provide continued employment for as many Teacher Assistants as required and to inform each Teacher Assistant as soon as possible but not later than June 24 regarding his/her status of employment for the next school year.

Signed at Barrie this 5th day of October 1985 on behalf of:

The Ontario Public
Service Employees
Union

The Simcoe County Board
of Education

Debra Fuchs
Juan I. Chalmers
Muriel Petros
Judy Taylor
Allian Stevens
Susan Danney

R. B. [Signature]
George R. Thompson
Paul [Signature]
Ken [Signature]
[Signature]
[Signature]

1. Schedule "A" - change "Junior Clerk" to "Clerk/Stenographer".

2. Those Elementary Office Assistants who are

5. If a Senior Secretary who is working with another bargaining unit member in a secondary school as of January 1, 1986 should leave that classification and if the Board replaces her with another person the replacement may be classified as a Assistant Secretary (Secondary) at the same rate as a Secretary (Elementary).

The Ontario Public
Service Employees
Union

Susan Denny
Lydia Fuchs
Juan I. Chiriac
Michael Peters
Julie D'Amico
William Stevens

The Simcoe County
Board of Education

R. Sp...
John St. John
John St. John
John St. John
R. St. John
Barbara Christie
W. D. K...

LETTER OF INTENT #3

This will confirm the understanding reached between the parties that the Board will continue to work towards providing each employee with a job description. It is expected that this project will be completed within six months of the posting of the O.P.S.E.U. Pay Equity Plan.

The Ontario Public
Service Employees
Union

The Simcoe County
Board of Education

Susan Demmey
Sylvia Fuchta
Jane I. Chalmers
Michael Pettko
Judy Rogers
William Chalmers

RSP
Barbara Thompson
Paul Owen
Ken Ingerson
R. B. Shreeve
Barbara Christie
R. Green