

SOURCE	Board		
EFF.	97	01	01
TERM.	98	12	31
No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	JFC		

COLLECTIVE AGREEMENT

BETWEEN

THE SUDBURY BOARD OF EDUCATION

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
SUDBURY EDUCATIONAL SUPPORT STAFF UNIT (S.E.S.S.U.)
OF DISTRICT 31
OFFICE, CLERICAL, TECHNICAL**

*
Effective January 1, 1997 to December 31, 1998

0955 1042

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>ARTICLE</u>	<u>PAGE NO.</u>
1	GENERAL PURPOSE	1
2	EFFECTIVE PERIOD	1
3	SCOPE AND DEFINITIONS	1 - 3
4	MANAGEMENT RIGHTS	4
5	UNION MEMBERSHIP AND FEE DEDUCTION	4
6	UNION RIGHTS	5
7	PROBATIONARY PERIOD	5
8	COMPENSATION	6 - 7
9	GRIEVANCE AND ARBITRATION	7 - 10
10	JOB POSTINGS	11 - 13
11	SHIFT DIFFERENTIAL	13
12	HOURS OF WORK	13
13	SENIORITY	14 - 15
14	JOB CLASSIFICATION AND RE-CLASSIFICATION	15
15	OVERTIME	16
16	BENEFIT PLANS	16
17	REIMBURSEMENT OF COURSE FEES	16
18	PERFORMANCE APPRAISALS	17
19	TRAVEL ALLOWANCES	17
20	LAY-OFF	17 - 19

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>ARTICLE</u>	<u>PAGE NO.</u>
21	REPRESENTATION AND COMMITTEES	20
22	CUMULATIVE SICK LEAVE	20
23	NO STRIKE OR LOCKOUT	20
24	PRINTING O f AGREEMENT BOOKLETS	20
25	PREGNANCY AND PARENTAL LEAVE	21
26	PAST SERVICE PENSIONS	21
27	LEAVE WITH SALARY HOLDBACK IN YEARS OF DECLINING ENROLMENT	22 - 23
28	JOB EXCHANGE PROGRAM	23
29	POSITION SHARING	23 - 25
SIGNATURES		26
SCHEDULE 'A'	CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY PLAN	27 - 33
SCHEDULE 'B'	BENEFIT PLANS	34 - 40
SCHEDULE 'C'	SALARY SCHEDULES	41 - 42
SCHEDULE 'D'	GRIEVANCE FORM	43
SCHEDULE 'E'	REPLY TO POSTING FORM	44
SCHEDULE 'F'	APPLICATION FOR LEAVE OF ABSENCE	45
LETTER <i>OF</i> INTENT		46

ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish and **maintain mutually satisfactory relations** between the Board and the **employees**, to provide for **an ongoing means of communication** between the Union and **the Board, and the prompt and equitable disposition of grievances**, and the **final settlement of disputes**, and to establish and maintain **terms and conditions of employment in accordance with the provisions** of this Agreement.

ARTICLE 2 - EFFECTIVE PERIOD

- 2.01 **This Agreement will remain in force until December 31, 1998, and shall remain in effect from year to year thereafter unless either party gives notice to the other not more than ninety (90) days from the expiration date herein that it desires revision, modification or termination of this Agreement at its expiration date.**
- 2.02 **In the event that either Party gives notice as defined in Article 2.01, the Parties will meet to negotiate within thirty (30) working days or such other time as may be mutually agreed after the giving of such notice, and both Parties shall negotiate in good faith and make every effort to conclude a new Agreement.**
- 2.03 **At any time, amendments, deletions, or additions to the clauses may be made by mutual written consent of the Parties.**

ARTICLE 3 - SCOPE AND DEFINITIONS

- 3.01 a) **The Board recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive Bargaining Agent for all Office, Clerical and Technical employees of The Sudbury Board of Education.**
- b) **The parties agree that for the term of this agreement, there shall be no restriction on contracting out by the Employer of work or services now performed by union employees, provided that no permanent or probationary employee hired prior to the expiration of this agreement shall, as a result of such contracting out, lose employment.**
- c) **No volunteer(s) or Co-op student(s) shall have access to any information covered by the Freedom of Information and Protection of Privacy Act.**

ARTICLE 3 - SCOPE AND DEFINITIONS - cont'd

- 3.02 The Board recognizes the right of O.S.S.T.F. to authorize the **Bargaining** Unit or any other **advisory** agent, counsel, solicitor or duly authorized **representative** to **assist**, advise or represent them in all matters pertaining to the **negotiation and administration** of this **Collective Agreement**.
- 3.03 O.S.S.T.F. **recognizes** the right of the Board to authorize any **advisory agent**, counsel, solicitor or duly authorized **representative** to **assist**, **advise** or **represent** them in all matters pertaining to the negotiation and administration of this **Collective Agreement**.
- 3.04 "full-time employee" **means** an employee **who is** regularly scheduled to **work the** normal full-time hours (or two half-time **positions of** 17.5 hours) referred to in **Article 12**. Elementary School Secretaries who **work at least twenty-five (25) hours per week shall be deemed to be full-time employees**.
- 3.05 "Part-time employee" **means** an employee who works **less than the** normal full-time hours **referred to in Article 12**.
- 3.06 A "temporary employee" **is** an employee **hired to work in excess of three (3) months** either *full-time* or **part-time for**:
- a) a specific term or task, or
 - b) replacement of an employee who is absent.
- 3.07 a) A "casual employee" **is** an employee **hired to work on an irregular basis during periods of heavy workload and in cases of emergency, for a period not exceeding three (3) months,**
- b) **Casual employees will be paid a rate which is established by Board policy.**
- It is understood and agreed that casual employees may be employed on a full or part-time basis. A casual employee shall not be deemed to be a seniority or a probationary employee.
- 3.08 The term "probationary employee" when used in this Agreement, **refers to** an employee employed by the **Board within the bargaining unit of this Agreement, who has not completed the probationary period outlined in Article 7**.
- 3.09 The term "permanent employee" when used in *the Agreement* **refers to** an employee **who has successfully completed the probationary period**.

ARTICLE 3 - **SCOPE AND DEFINITIONS** - cont'd

- 3.10 "Agreement" shall **mean** the **agreement** between The Sudbury Board of Education and the Sudbury Educational Support Staff Unit.
- 3.11 "Board" or "Employer" **shall mean** The Sudbury Board of Education and where applicable any predecessor **Boards**.
- 3.12 "**Day**" shall **mean** an employee's **working day unless** otherwise **defined**.
- 3.13 "Department" **shall refer** to each of the following Board Office **Departments**:
Finance Department, Information Services Department, **Human** Resources Department, Plant Department.
- 3.14 "District" shall **mean** District 31 of OSSTF.
- 3.15 "Employee" **shall mean** any person **working** for **The Sudbury Board of Education** and **covered** by **this** Agreement.
- 3.16 "field **Secretary**" **is a** member of the **OSSTF** secretariat **assigned** to the **OSSTF** district and therefore to **all** bargaining units in that district.
- 3.17 "Grievance" shall mean **any** matter arising *from* the interpretation, **administration** or **alleged** violation of **this** Agreement including **any** question as to whether a matter **is arbitrable**.
- 3.18 "**Member**" shall mean **a** member of the Union.
- 3.19 "**OSSTF**" **shall mean** the Ontario Secondary School Teachers' Federation.
- 3.20 "**Party**" shall **mean** the Union and/or the Board.
- 3.21 "Union" shall **mean** *the* **Support Staff Unit of OSSTF**.
- 3.22 "**Workplace**" shall mean **each location where** one or more members of **the** Union is/are employed, **and shall include** departments.
- 3.23 "**Surplus**" shall mean **a member whose current** position is no longer **available** to **that member** , and who **has** rights to the **bumping process** outlined in **Article 20.02**
- 3.24 "**Redundant**" shall mean **a member whose rights** under the **bumping process have** been exhausted.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 *The* Union recognizes the right of the Employer to manage **its school system** in accordance with *the* laws and regulations, and to **make**, enforce, and amend, from time to time, **reasonable rules and regulations to be observed by employees.**
- 4.02 The Union **recognizes** the right of **the** Employer, subject to any provisions of this Agreement and **appropriate legislation** to manage the affairs of the Board including the right to **hire, retire, direct, classify, transfer, promote, demote, lay-off, and to:**
- a) **discipline, suspend or discharge, for just cause, any permanent employee who has completed the probationary period; and**
 - b) **discipline, suspend or discharge any probationary employee for any reason satisfactory to the Employer and accordingly the release of a probationary employee will not be subject to the grievance procedure.**
- 4.03 The Board recognizes the **right of** members of the Union to have O.S.S.T.F. **representatives and/or legal counsel** present during meetings with *the* Board representative(s) at which a member's suspension or discharge is discussed. **The Board shall allow the member adequate time to obtain representation.**

ARTICLE 5 - UNION MEMBERSHIP AND FEE DEDUCTION

- 5.01 All employees of *the* Board covered by this Agreement shall, as a condition of employment, **become and remain members in good standing of OSSTF according to the Constitution and By-laws of OSSTF. The OSSTF shall be the sole judge of the good standing of its members.**
- 5.02 **The Board agrees to deduct from *the* wages of every employee covered by this Agreement those dues and assessments levied in accordance with *the* OSSTF's *Constitution* and *By-laws*, and to remit such monies to the Treasurer of OSSTF no later than the 15th day of the month following the month in which the deduction was made.**
- The Board shall accompany such remittance with a list identifying the names, work locations, S.I.N. numbers, amounts deducted for all employees from whose wages monthly dues and assessments were deducted.**
- 5.03 **The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.**

ARTICLE 6 - UNION RIGHTS

- 6.01 The Board shall advise all new employees at the time of hire that a Collective Agreement is in effect and give a copy of the Collective Agreement to the employee and direct the employee to the Union President.
- 6.02 i) The Union agrees that committee members and executive members have regular duties to perform in connection with their employment and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unnecessarily withheld. Only such time as is reasonably necessary will be taken. When resuming their regular duties, such committee members shall again report to their immediate supervisor.
- ii) The Board reserves the right to limit such time if it deems the time so taken to be excessive.
- 6.03 If meetings are held during working hours, the employee and the Union President or designate shall each be paid for time spent at such meeting at their normal rate of pay.

ARTICLE 7 - PROBATIONARY PERIOD

- 7.01 All new employees other than temporary and casual of the Board, shall be considered to be on probation for a period of six (6) continuous months from date of last hire.
- 7.02 If retained after the probationary period, the employee shall be credited with seniority from date of last hire.
- 7.03 A temporary employee who remains with the Board either for longer than one year, or for longer than three (3) months past the projected end of the specific term or task, shall be deemed to have successfully completed the probationary period for permanent employment.

ARTICLE 8 - **COMPENSATION**

8.01 The **salary rates shall be those set forth** in Schedule "C" attached and forming part of *this* Agreement.

8.02 Each **permanent employee will advance** from his/her present level to the next level set out in the salary schedule, twelve (12) months after he/she was last advanced on his/her service review date, until he/she reaches *the* maximum. *if* an employee is absent without pay in excess of thirty (30) continuous calendar days during a twelve (12) month period, his/her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

8.03 Hourly rate calculation shall be: $\frac{\text{annual salary}}{52}$ divided by 35

8.04 Relieving

An employee who **relieves** in a higher position at the request of the Board will be placed at the salary rate which represents the next highest amount above the employee's present rate of pay.

The next highest amount will not be more than four percent (4%) above the employee's present rate of pay.

8.05 An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that he/she will receive no less an increase in salary than the equivalent of one step in the previous classification (provided that it does not exceed the salary range of the classification to which he/she has been promoted). Where the employee was at maximum of their previous classification, the employee will be placed on the level of the salary schedule of the higher rated classification so that he/she will receive no less an increase in salary than four percent (4%). Where the employee has previous permanent experience with the Board in the same position to which he/she has been promoted within four (4) years of the promotion, such experience will be recognized for placement on the salary scale. A new service review date will be determined based on the start date in the new position.

For the purpose of *this* article, promotion shall be defined as a move from one classification to another classification with a higher salary grid and shall not include a change in status from part-time to full-time or vice-versa.

ARTICLE 8 - **COMPENSATION** - cont'd

8.05 cont'd

The employee who moves to a **lower rated** classification will be placed at a level on the grid, if any, which most closely recognizes his/her experience level on the other grid.

8.06 **Permanent secretarial** employees who are engaged for evening course secretarial work or curriculum preparation shall be paid the hourly rate established in Schedule C. Such employment shall be voluntary and shall not be considered under the overtime clause.

8.07 Method of Payment

All employees covered by this Agreement will receive their pay by direct deposit in the bank of their choice.

All employees will be paid bi-weekly.

ARTICLE 9 - **GRIEVANCE AND ARBITRATION**

9.01 GENERAL

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with as outlined below.

9.02 No individual member or members of the Union or the Board may make a grievance except through the appropriate party.

9.03 INFORMAL PROCEDURE

It is the mutual desire of the parties hereto that complaints of employees be addressed as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of addressing his/her complaint. Such complaint shall be discussed with his/her immediate supervisor within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. Failing settlement within ten (10) working days, it shall then be taken up as a grievance in the following manner and sequence:

ARTICLE 9 - GRIEVANCE AND ARBITRATION - cont'd

9.04 FORMAL PROCEDURE

Where the informal attempts to resolve the matter outlined in 9.03 have failed, the following procedure shall apply.

9.05 STEP 1

- a) **The Union may, with the written concurrence of the employee, make written grievance to the immediate supervisor on the form set out in Schedule 'D' indicating the section of the collective agreement alleged to be violated,**
- b) **The immediate supervisor shall deliver his/her decision in writing within ten (10) working days following the day on which the grievance was presented to him/her.**
- c) **The grievance shall contain:**
 - i) **identification of the article or articles alleged violated;**
 - ii) **a description of the alleged violation;**
 - iii) **the relief sought; and**
 - iv) **the signature of the duly authorized official of the party making the grievance.**

9.06 STEP 2

- a) **failing satisfactory settlement at Step 1, the Union may submit the grievance to the Superintendent of Business Administration (or designate) within ten (10) working days who shall render a decision within ten (10) working days from the date on which the written grievance was presented to him/her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties.**
- b) **A group grievance may be filed at Step 2, and a Union or Policy grievance shall be filed at Step 2 within ten (10) working days following the circumstances giving rise to the complaint or grievance.**

ARTICLE 9 - GRIEVANCE AND ARBITRATION - cont'd

9.07 STEP 3

- a) Failing satisfactory settlement at Step 2, of any grievance between the parties, **such grievance may be** submitted to arbitration provided that such a written request is received within sixty (60) **days** after ~~the~~ decision under Step 2.
- b) **The party referring the grievance to arbitration as provided above shall** at the same time indicate the desire for a **sole arbitrator or an arbitration board**. The other **party shall** respond in writing within ten (10) days responding to the request for a sole **arbitrator** and providing the names of three (3) arbitrators for consideration of the other party. *If mutual agreement cannot be reached, the following procedure shall apply:*
 - i) The party referring the grievance **shall** give notice to the **other party**, indicating the name and address of its appointee to the **Arbitration Board**.
 - ii) Within **seven (7) days after the receipt** of such notice, the other **party shall respond by indicating the name and address** of its appointee to the **Arbitration Board**.
 - iii) The two (2) appointees so selected shall, within ten (10) days after receipt of notice of the appointment of ~~the~~ second of them, appoint a third person who **shall be** the chairperson of the **Arbitration Board**.
 - iv) If the recipient of the notice fails to name an appointee, or **if the two (2) appointees fail to agree** upon a chairperson **within the time limit**, **the appointment may be** made by the Minister of **Labour** upon **request** of either party.
- c) The Arbitrator **shall mean the Sole Arbitrator or the Arbitration Board, as the case may be**. The Arbitrator shall be **governed** by the following **provisions**:
 - i) the Arbitrator shall hear **and** determine the subject of the grievance **and** shall issue a **decision** which is **final** and binding upon **the** parties **and** upon any employee or employer affected **by** it.
 - ii) the Arbitrator **shall** determine procedure, but shall give **full** opportunity to all parties to present evidence and make representation.

ARTICLE 9 - **GRIEVANCE AND ARBITRATION** - cont'd

- 9.07 c) iii) **the Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.**
- iv) **the parties and the Arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance.**
- v) **the Arbitrator shall have the power to amend the grievance; modify penalties, including discharge and disciplinary penalties; and take whatever action or make whatever decision considered by the Arbitrator to be just and equitable in the circumstances.**
- vi) **the Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.**
- vii) **in the case of an Arbitration Board, the decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the chairperson governs,**
- d) **No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.**
- e) **Each of the parties hereto will bear the expense of the nominee appointed by it (if applicable) and the parties will share equally the fees and expenses, if any of the arbitrator.**

9.08 **An employee whose presence is necessary at a hearing at any stage of the grievance process, including grievance and/or arbitration hearings, shall be released from duties in order to attend. The grievor(s) and the Union President or designate shall be paid for regular hours lost under this provision. The Union shall reimburse the Board for the time of all other employees whose presence is required by the Union.**

9.09 **Time Lines**

- a) **Time lines may be extended if mutually agreed upon in writing at any stage of the grievance/arbitration proceeding.**
- b) **"Days" in Article 9 shall mean working days.**

ARTICLE 10 - JOB POSTINGS

10.01 When a permanent or temporary vacancy occurs 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 three (3) working days for temporary positions, and **six (6) working days** for permanent positions, in order that **all seniority employees** will know about **the** position and be **able** to **make written** application on **the Reply** to Posting Form **attached** as Schedule "E".

10.02 For permanent **vacancies** within the **Bargaining Unit**, only the **original** vacancy and the **first one (1) resulting** vacancy shall be posted where the original vacancy is filled from within the **bargaining** unit.

10.03 a) The Manager of Human Resources will maintain a **Request For Transfer List** of **employees** desirous of a change in position.

b) **Employees on the Request for Transfer List** will be considered *for* vacancies **that exist after** the application of **Article 10.02**, but before other **employees** or **external** applicants.

10.04 Only **temporary vacancies** which are anticipated to exceed **three (3) 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.

10.05 During July and August, **postings will be available** for **review** in the Board Office by those employees **not working** during **July and August**, and requests for transfer **on file** will be **considered** on **time** applications.

10.06 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) **knowledge, skill and ability to perform the requirements of the job;**

ii) **physical ability to do the job; and**

iii) **seniority.**

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

ARTICLE 10 - **JOB POSTINGS** - cont'd

- 10.06 b) The Board 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 Board.
- c) The Board shall first determine whether any of the applicants are qualified. If, in the Board's opinion, none of the applicants are qualified, or if there are no applicants able or willing to become qualified within three (3) months, then the Board will seek applications from outside the bargaining unit and from temporary and casual employees,
- 10.07 a) It is understood that if an applicant is placed in the position on a three (3) month trial period, the position vacated during the trial period shall not be posted.
- b) In the event such employee proves unsatisfactory in the position, or the employee *feels* unable to perform the duties of the new position during the aforementioned trial period, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority and the filling of the subsequent vacancies, if applicable, will likewise be reversed.
- c) The implementation of this sequence of events may result in the lay-off of an employee in accordance with the provisions of this agreement.
- 10.08 The Board shall have the right to fill any vacancy on a temporary basis until the posting procedure provided herein has been complied with and, arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
- 10.09 An employee who is the *successful* candidate for a job posting need not be considered for another job posting for a period of up to three (3) months from the date of selection.
- 10.10 After a position has been posted and if the person selected for that position leaves that position within one (1) calendar month, the position need not be re-posted. An employee shall be selected in accordance with *this Article* from the qualified candidates who made application for the position at the time of the original posting.
- 10.11 Internal applicants for positions will be given written notice as soon as possible of the name of the successful applicant.

ARTICLE 10 - **JOB POSTINGS** - cont'd

10.12 **The Board will attempt to maintain a supply pool of qualified office, clerical and technical staff: Members of this supply pool may be called upon to replace employees absent from work for a period not to exceed three (3) months. Redundant members are to be called and offered this work before others in the supply pool.**

ARTICLE 11 - **SHIFT DIFFERENTIAL**

11.01 **Employees shall be entitled to a premium of thirty (30)cents per hour for afternoon shift and thirty-five (35)cents per hour for night shift.**

ARTICLE 12 - **HOURS OF WORK**

12.01 **For all full-time employees covered under this agreement, the normal hours of work shall be thirty-five (35) hours per week worked in five (5) days of seven (7) hours each.**

12.02 **Lunch Periods**

Employees covered by this Agreement shall be entitled to a minimum unpaid lunch period of one-half (½) hour during which they shall be free from responsibility.

12.03 **Rest Periods**

Employees shall be entitled to a fifteen (15) minute rest period in each three (3) hour period worked.

ARTICLE 13 - SENIORITY

- 13.01 Seniority is defined as length of continuous service in the bargaining unit since date of last hire, and shall include service with *the* Board, including any predecessor Boards, prior to the certification of the bargaining unit. Seniority shall operate on a bargaining unit-wide basis.
- 13.02 The Employer shall maintain a seniority list showing each employee's name, seniority ranking and classification. By September 1 and April 1 of each year, the Employer shall post a copy of an up-to-date seniority list in all work locations with members covered by this Agreement. Two (2) copies will be forwarded to the Union.
- 13.03 Any questions as to the accuracy of the seniority list must be submitted by the Union to the Manager of Human Resources in writing, within sixty (60) working days of *the* posting of the list.
- 13.04 In compiling the seniority list, all ties shall be broken based on the following criteria in order:
- a) total experience with *the* Board;
 - b) total experience on the same job function with the Board; or
 - c) by lot in a manner to be determined by *the* Employer and the Union.
- 13.05 An employee who is absent from work due to illness, accident, or approved leave of absence shall continue to accumulate seniority during the period of such absence.
- 13.06 In the event that a temporary employee is appointed to a permanent position, seniority shall include the period of continuous employment without a break in excess of one (1) month during which he/she was classified as a temporary employee but shall not include those periods of replacement as a casual employee.
- 13.07 Any employee whose employment has been terminated in accordance with the provisions of the seniority and lay-off procedures of this Agreement shall be eligible for recall for a period of twenty-four (24) months from the effective date of termination and shall maintain relative position on the seniority list for that period of time.

ARTICLE 13 - SENIORITY - cont'd

13.08 If an employee **has** his/her employment terminated but subsequently **is** re-hired **within twenty-four (24) months**, such terminations shall not be considered a break in **service** for the purpose of seniority.

13.09 Seniority and service shall be deemed to have been terminated when an employee:

- a) **is discharged for just Cause and is not reinstated through the grievance or arbitration procedure;**
- b) **resigns;**
- c) **is absent from work for more than three (3) consecutive working days without notifying the Board of such absence and without giving a satisfactory reason to the Board;**
- d) **fails upon being notified of a recall to signify his/her intention to return to work within five (5) calendar days after he/she has received the notice of recall mailed by registered mail to the last address filed with the Board, by the employee, and fails to report to work within seven (7) calendar days after he/she has received the notice of recall or such further period of time as may be agreed upon by the parties;**
- e) **is laid off for a period longer than twenty-four (24) calendar months; or**
- f) **fails to return to work upon termination of an authorized Leave of Absence without satisfactory reason or culpably utilized a leave for purposes other than that for which the leave was granted.**

ARTICLE 14 - JOB CLASSIFICATION AND RE-CLASSIFICATION

- 14.01 a) **Should the Board create a new position under this Collective Agreement, the Board shall notify the Union, and the parties shall negotiate and reach an agreement on the annual salary before an appointment is made. If no agreement is reached, the matter will be submitted to arbitration in accordance with the provisions of this agreement.**
- b) **The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.**

ARTICLE 15 - OVERTIME

15.01 All authorized overtime work is hours in excess of the normal hours of work defined in Article 12. Overtime work should be avoided if possible. The number of hours or part hours are to be reported to the Board Office and have prior authorization by the appropriate Superintendent, Principal or Manager. Accumulated overtime will be taken as time off at a later date at a time mutually agreeable to the employee and the immediate supervisor based upon one and one-half hours off for each hour of overtime accumulated, or be paid on the basis of one and one-half times the employee's regular rate at the election of the employee.

15.02 Any overtime over thirty-five (35) hours per calendar year for one employee must have prior approval of the Superintendent of Business or designate.

15.03 Overtime for Part-time Employees

The hours of work for part-time employees shall be set in accordance with the requirements of the Board with overtime applying for any work performed over the normal full-time hours outlined in Article 12.

ARTICLE 16 - BENEFIT PLANS

16.01 All employees, excluding temporary and casual, covered by this Collective Agreement shall be entitled to and subject to all the benefits and provisions as set out on the pages of Schedule "B".

ARTICLE 17 - REIMBURSEMENT OF COURSE FEES

17.01 The Board will reimburse permanent employees working twenty-five (25) hours a week or more covered by this Collective Agreement upon the successful completion of approved courses on the following basis:

- a) for approved courses involving improvement of working skills required on the job - e.g. typing course, shorthand course, bookkeeping course, etc. - 100% of course fee (to a maximum of \$400 in any one school year).
- b) For credit courses leading towards a University Degree or Community College Certificate - 75% of course fee (to a maximum of \$400 in any one school year).
- c) Approval for the reimbursement of course fees must be obtained from the Manager of Human Resources prior to taking the course.

ARTICLE 18 - PERFORMANCE APPRAISALS

- 18.01 a) **The employee will be given a *copy* of the appraisal report.**
- b) **The employee will be given an opportunity to initial the appraisal and to make written comments if he/she so desires.**
- c) **All employees will have access to all reports *filed* on them.**
- d) **A performance appraisal shall be completed every *two (2)* years, or after one (1) year when an employee changes positions, or when an employee has a new supervisor. However, the employer has the right to do or the employee has the right to request an interim appraisal if the need arises.**

ARTICLE 19 - TRAVEL ALLOWANCES

- 19.01 **All employees travelling on authorized Board business shall be reimbursed at the current Board rate per kilometre.**

ARTICLE 20 - LAY-OFF

- 20.01 **In the event of a layoff, the employee with the least seniority with that *job title* at that location shall be declared surplus and will have the right to the bumping process outlined in 20.02.**
- 20.02 a) **The employee who is declared surplus is entitled to the position of the employee with the least seniority in the same salary category, provided that this employee has less seniority than the surplus employee and provided that the surplus employee has the knowledge, skill and ability required for that position.**
- b) **The employee so displaced by the process outlined in (a) above or the original surplus employee (where there is no junior employee in that salary category in a position for which the surplus employee is qualified) is entitled to the position of the employee with the least seniority in one salary category below. This is provided that this employee has less seniority and provided that this employee has the knowledge, skill and ability required for that position.**

ARTICLE 20 - LAY-OFF - cont'd

- 20.02 c) **The process outlined in (b) above would be repeated to where the least senior employee in salary category 1 would be entitled to the job of the most recently hired temporary employee in the system. The most recently hired temporary employee in the system displaced by this process would be terminated. Where a temporary employee does not exist, the least senior employee in salary category 1 will be the person on lay-off and placed on the redundancy list according to 20.05 (g).**
- 20.03 **Employees who have changed positions under this Article shall have the right to reinstatement in their former position or classification if such becomes available, within two (2) years from the date of accepting the new position. The employee shall be reinstated at the salary step that would have been attained had there been no change in positions.**
- 20.04 **Employees in schools that are closed will bump according to the process outlined in 20.02 above.**
- 20.05 a) **Employees on the redundancy list referred to in Article 20.05 (g) must apply for posted positions other than those to which they have recall. A qualified applicant who refuses a full-time recall to job title and category will be removed from the redundancy list and will have no further rights under the Collective Agreement.**
- b) **In the event that the employee assumes a position with a lower salary, his/her salary rate will be adjusted down to that salary level. There is no upward bumping.**
- c) **Employees in positions that require skills other than the standard clerical and/or secretarial skills may be bypassed in the "bumping" process. For the following positions, unless the employee has a minimum of six (6) months of relevant previous experience in the job functions, a bump into the position will not be offered:**

ARTICLE 20 - **LAY-OFF** - cont'd

20.05 c) cont'd

**Technical Services Co-ordinator
Analyst
Human Resources Administrator
Payroll Supervisor
Executive Secretary - Plant Department
Computer Technician
Library Technician
AN Technician
Junior Programmer
Senior Payroll Clerk
Human Resources Clerk
Finance Clerk**

Also, employees in positions that require the ability to converse in both English and French may be by-passed in the "bumping" process unless the displaced employee with more seniority also possesses the ability.

- d) **In the event of more than one employee being declared redundant, first access to the "bumping process" (i.e. first choice) will be on the basis of seniority of the employees in redundant positions.**
- e) **Employees will be recalled in the order of their overall seniority, providing they are qualified, by having the knowledge, skill and ability to perform the requirements of the job.**
- f) **An employee whose weekly hours have been reduced from full-time to half-time shall have the right to accept the reduction or to bump the member of the Bargaining Unit with the least seniority and with equal or lower salary, provided that the employee has the knowledge, skill and ability, and can perform the requirements of the job.**
- g) **The names of those employees on the redundancy list will be maintained and available to all schools and Board Office. These employees shall be called upon to replace for relief - e.g. sick leave, and leaves of absences not exceeding three (3) months prior to calling casuals in the supply pool.**

20.06 **No new employee will be hired until all persons on the redundancy list have been given an opportunity for recall in accordance with Article 20.05 (e).**

ARTICLE 21 - REPRESENTATION AND COMMITTEES

21.01 EMPLOYEE RELATIONS COMMITTEE

- a) A committee consisting of up to four (4) representatives of the bargaining unit and up to four (4) persons appointed by the Superintendent of Business Administration shall meet at least twice a year to discuss matters of mutual concern. Special meetings may be called for the purpose of discussing matters of urgent concern. Where possible, agenda items will be exchanged in writing at least one (1) week prior to the meeting.
- b) The purpose of the committee includes promoting and providing effective and meaningful communication of information.

21.02 The parties shall notify each other of the names of their respective representatives prior to each meeting. The Union's contact will be the President. The Board's contact will be the Manager of Human Resources.

ARTICLE 22 - CUMULATIVE SICK LEAVE

22.01 Each employee shall be entitled to and subject to all provisions and conditions of the Cumulative Sick Leave and Retirement Gratuity Leave Plan designated as Schedule "A" which is attached to this Agreement.

ARTICLE 23 - NO STRIKE OR LOCKOUT

23.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 24 - PRINTING OF AGREEMENT BOOKLETS

24.01 Where the parties are agreed to the design and content, the parties shall share equally the cost of printing the Collective Agreement, in sufficient quantity to provide each member of the bargaining unit with a copy.

ARTICLE 25 - PREGNANCY AND PARENTAL LEAVE

25.01 **Each employee** shall be entitled to the Pregnancy and Parental Leave in accordance with the Employment **Standards Act**.

25.02 a) **An employee returning from** Pregnancy/Parental Leave to active employment shall be reinstated to the position held prior to the **leave**.

b) Notwithstanding this provision, the employee **is subject** to the seniority and redundancy provisions **provided** in this agreement.

25.03 **At the discretion of the employee**, extended parental **leave** up to **one (1) year** may be taken.

During **a period of** Extended Parental **Leave**, an **employee** shall:

a) receive **credit** for **experience** and **seniority** throughout the leave period;

b) **shall** continue to be enrolled in **Board** benefit **plans** upon paying **the full premium cost**.

25.04 **Nothing in this Article** shall remove **from** an employee **any** entitlement under the **Ontario Employment Standards Act**, or **this Collective Agreement**.

25.05 a) In **addition** to Parental **Leave** under 25.01, the Board may **grant leave** in order that an **employee may assist** in or be present at **the birth of his child**.

b) Such **leave shall be up to two (2) days** in duration and shall **be without** loss of pay and without deductions **from sick leave**.

c) Should complications arise, additional **leave without pay** may **be granted** by mutual consent **of the parties** concerned.

ARTICLE 26 - PAST SERVICE PENSIONS

26.01 The Board will enter into a "Two-Percent Type I - Supplementary Benefit" Agreement under the OMERS plan for employees covered under **the terms of this Agreement**.

ARTICLE 27 - LEAVE WITH SALARY HOLDBACK IN YEARS OF DECLINING ENROLMENT

27.01 This flexible plan has been developed at the request of the Union to allow employees covered by this collective agreement to accumulate annual savings that may be used at a later date in order to assist them in financing a one year leave of absence.

- 1) The employee shall make arrangements with the Manager of Human Resources to determine which year *the* leave shall be taken, and the percentage of regular salary to be held back for each year in the years prior to taking the leave.
- 2) The salary that is held back shall be transferred to a separate bank account in the name of the employee at the Board's chartered bank. Administration of this separate account will be the responsibility of the employee.
- 3) The employee's fringe benefits will be maintained by the Board during his/her leave of absence. However, the premium costs of all fringe benefits must be prepaid to the Board by the employee.
- 4) If an *employee* decides not to return to the Board following a leave with salary holdback, the Board shall be notified as soon as possible of this decision and not later than three (3) months prior to the scheduled end of the leave.
- 5) While an employee is on leave with salary holdback, no sick leave time shall accumulate, but when *the* employee returns to *the* Board from the leave, he or she shall be credited with the same number of accumulated sick leave days that he/she had before going on the leave.
- 6) During the *leave* period, *the* employee's position will be filled on a temporary basis.
- 7)
 - i) An employee may withdraw from the plan any time prior to taking his/her leave of absence.
 - ii) in the event that a suitable replacement cannot be hired for the employee who has been granted, the Board may defer the year of the leave. in this instance, the employee may choose to remain in the plan or he or she may withdraw.

ARTICLE. 27 - **LEAVE WITH SALARY HOLDBACK IN YEARS OF DECLINING ENROLMENT** - cont'd

27.01 8) .. All employees wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

ARTICLE 28 - **JOB EXCHANGE PROGRAM**

28.01 The Board will consider position exchanges between two (2) employees in *the* same job *title* and category where the immediate supervisors of the employees and the Manager of Human Resources are in agreement.

Employees participating in this program shall assume the hours of the exchange position.

28.02 The exchange may be terminated within three (3) months of the start of the exchange by the Manager of Human Resources at *the* request of either employee or supervisor. The Manager of Human Resources will *notify* all parties to *the* exchange in writing ten (10) working days prior to the termination of the exchange.

ARTICLE 29 - **POSITION SHARING**

- 29.01 a) The Board shall provide a "Position Sharing" program in accordance with the terms and conditions outlined in this Article.
- b) for the purpose of **this Article**, "Position Sharing" shall mean two bargaining unit members sharing a position which was previously held by one of them.

29.02 To be eligible for the "Position Sharing" program, the two members must hold the same job title and category.

29.03 A position sharing assignment shall be for a period of one (1) year. If, after one (1) year, both members and *the* supervisor are in agreement, the assignment may be made permanent, with the understanding that neither employee has rights to full-time employment other than through Article 10.

ARTICLE 29 - **POSITION SHARING** - cont'd

29.04 Members wishing a position sharing assignment shall apply in writing to the members' immediate supervisor(s) with a copy to the Manager of Human Resources, requesting such assignment, no later than five (5) months prior to the requested start date of the assignment. The letter of application shall indicate:

- a) the name(s) of the member(s)
- b) the present position(s) held
- c) the position to be shared
- d) the start and end date of the period of position sharing.

29.05 The Board shall notify the members and the President of the Bargaining Unit within four (4) months of the date of application whether or not the members have been granted the position sharing arrangement requested. Such approval by the Board shall not be unreasonably withheld.

29.06 During the one (1) year period of the position sharing, the position left vacant will be filled on a temporary basis in accordance with Article 10. If the position sharing is made permanent, the vacant position will be filled on a permanent basis in accordance with Article 10.

29.07 If the member is enrolled in one or more of the employee fringe benefits, the Board's contribution to the benefit premiums shall be pro-rated in the same proportion that the member works in the shared position. The member shall pay through payroll deduction, the remainder of the premium cost for the benefits in which the member is enrolled during the period of position sharing.

- 29.08 a) Subject to clause 29.08 (b), the period of position sharing may be extended beyond or shortened from the date set out in Clause 29.04 (d) or clause 29.08 (a) to a time defined by mutual consent of the members involved in the position being shared, the members' immediate supervisor(s) and the Manager of Human Resources.
- b) At the end of the position sharing as outlined in clause 29.04 (d) or clause 29.08 (a), as the case may be, the members shall return to employment, subject to Article 20 - Layoff, in the former probationary or permanent positions held immediately prior to participation in the position sharing program.

ARTICLE 29 - POSITION SHARING - cont'd

29.09 The position sharing arrangement may be terminated within one (1) month of the start of the arrangement by the Manager of Human Resources if either member proves to be unsatisfactory in the position held under the position sharing arrangement. The Manager of Human Resources shall notify *the* members involved, in writing, ten (10) working days prior to the scheduled termination of the arrangement that the arrangement will be terminated and the reasons therefore.

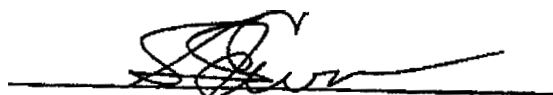
DATED AT SUDBURY, ONTARIO THIS 26th DAY OF May, 1997.

SIGNED AND AGREED ON BEHALF OF THE SUDBURY BOARD OF EDUCATION:

Chairperson


Doreen Dewar

Secretary


Gord Ewin

SIGNED AND AGREED ON BEHALF OF THE NEGOTIATING UNIT:

President - S.E.S.S.U. of District 31


Linda Morin

Chief Negotiator


Shirley Letroy

SCHEDULE 'A'

CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY PLAN

A-1 GENERAL

- a) Pursuant to **Section 155 of The Education Act, Revised Statutes of Ontario, 1974, Chapter 109 and subsequent amendments, a sick leave credit system is hereby continued for every employee eligible under subsection (e) hereof, and subject to the final authority of the Board, the administration of the system shall be vested in The Sudbury Board of Education.**
- b) **The Sudbury Board of Education shall have power to do and perform all things necessary for the conduct of the sick leave credit system.**
- c) **The Sudbury Board of Education shall keep a register or registers in which shall be entered the credits, the accumulated credits and deductions therefrom.**
- d) **In case of dispute with respect to credits or deductions therefrom under this system, the decision of the Board shall be final.**
- e) **The classes of employees eligible to participate in this sick leave credit system shall be all salaried employees of the Board who are regularly employed for at least ten (10) months each year, plus temporary employees, in accordance with Article A-2 (c).**

A-2 ANNUAL ALLOWANCES. ACCUMULATIONS. ETC

- a) **Each employee other than temporary or casual, shall be entitled to have 100% of the unused portion of his/her annual sick leave of twenty-four (24) days (52-week employees), twenty-two (22) days (44-week employees), and twenty (20) days (42-week employees) transferred each year to his/her accumulated sick leave credit. for part-time employees, annual sick leave will be pro-rated.**

The maximum credit under this plan shall be 260 days for employees with less than 25 years' seniority and 350 days for employees with 25 or more years' seniority.

- b) **Where an employee commences employment after July 1st in any year, for the purpose of subsection (a) hereof, the annual sick leave shall be prorated based on the actual months worked in the year (July 1st to June 30th).**

SCHEDULE 'A' - cont'd

A-2 ANNUAL ALLOWANCES, ACCUMULATIONS, ETC. - cont'd

- c) Temporary employees employed on a regular basis will be entitled to sick leave allowance of two days per month. Beginning the fourth month, this sick leave shall accumulate for the duration of the assignment. This provision does not apply to casual employees.

A-3 ANNUAL SICK LEAVE STATEMENT

A statement of unused sick leave will be issued annually to each employee during the month of September, indicating the amount of sick leave as of June 30th of the preceding school year. Errors or omissions, if any, are to be reported in writing to the Manager of Human Resources prior to December 30th of the current school year.

A-4 ABSENCES

- a) After his/her annual sick leave has been used in any year, each *eligible* employee shall receive pay under *this* plan for absence caused by sickness, physical and/or mental disability up to the amount of his/her accumulated sick leave.
- b) If, because of absence, an employee's cumulative sick leave credit has been reduced, it may be built up again in subsequent years to the appropriate 260 or 350 days.
- c) Notwithstanding paragraph (a), each employee will be paid for a minimum period of fifteen (15) weeks of disability but, after the expiration of sick leave credits, salary will be at the rate of 66 2/3% of regular salary.
- d) Employees who have exhausted their sick leave credits and are absent by reason of sickness,
- i) four weeks or later, after return to active employment in the case of a new disability, or
 - ii) twelve weeks or later, after return to active employment in the case of a recurrence of a previous disability,

will receive a salary of 66 2/3% of regular salary for a period up to fifteen (15) weeks of absence.

SCHEDULE 'A' - cont'd

A-4 ABSENCES - cont'd

d) cont'd

Should an employee be **laid off** or **separated**, by reason other than his/her retirement, prior to termination of his/her illness or injury, the payment of his/her weekly indemnity benefits will cease at that time, **only if:**

- i) the disability began *less than* two months before the lay-off or separation, and
- ii) a notice of lay-off or separation was given prior to the occurrence of the disability.

In all other situations, the payment of benefits will continue beyond the date of lay-off or separation until the earliest of:

- i) the payment of a total of at least 15 weeks of benefit, and
 - ii) *the end of the* disability.
- e) No sick leave with pay shall be allowed unless a certificate of a qualified medical or dental practitioner is supplied to the Business Office, certifying the inability of the employee to attend to his/her duties for five (5) or more consecutive days of absence due to sickness.
- f) Notwithstanding subparagraph (e), the Board may require an employee to submit the certificate required thereunder for a period of absence of *less than* five (5) consecutive days. The Board may also require that an employee obtain a second certificate from a different physician. . . .

SCHEDULE 'A' - cont'd

A-5 LEAVE OF ABSENCE

The Board will grant leave of absence in the following cases:

a) court Appearances or Quarantine

When an eligible employee is required to be absent because of jury duty, or quarantine, or subpoena, he/she shall be subject to neither loss of pay nor deductions from sick leave credit provided the employee:

- i) notifies *the* Board immediately on his/her notification that he/she will be required to attend court;
- ii) presents proof of service required his/her attendance.
- iii) and deposits with the Board the *full* amount of compensation received excluding mileage, travelling and meal allowances.

b) Bereavement Leave

When an employee is required to be absent because of the death of a member of his/her immediate family, he/she should be granted up to five (5) consecutive working days in conjunction with the day of the funeral without loss of pay or deductions from sick leave credit. Immediate family would include father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and guardian.

When at the discretion of the Superintendent of Business or designate, an employee other than temporary or casual, is required to be absent because of the death of any other person, he/she should be granted one (1) day without loss of pay or deduction from sick leave credit.

c) Conferences or Professional Development

When an eligible employee is required to be absent for professional purposes approved by *the* Board, the necessary time will be provided without loss of pay or deduction from sick leave credit. Professional purposes may include conferences or professional development. Such leave must have the prior approval of the Manager of Human Resources.

SCHEDULE 'A' - cont'd

A-5 LEAVE OF ABSENCE - cont'd

d) Personal Reasons

When **employees** are required to **be** absent for personal reasons **approved** in writing by **the Principal for** in-school staff, and **the Immediate Supervisor/Manager** for the other staff, they shall be granted **up** to six (6) half-days per school year. Such days taken individually, or in combination, shall **be** without **loss** of **pay** or deduction from sick leave **credit**. **Personal days can be** used in **conjunction** with bereavement leave as **per**. Schedule A4 c), not to exceed the year's allotment.

e) Examinations

For the purpose of writing a **final** examination of a course toward a university **degree** or for a **higher professional certificate**, if the **examination is written** locally during the day, **the full day** during which the examination is **written** will **be granted** without **loss** of **pay** or **deduction** of **sick leave credit**. If the examination is not written locally, but is written on a **regular work day**, **two (2) days will be granted**, on the same conditions. Where **an examination is** written on a **week-end** but not locally, one **(1) day will be granted** on the same conditions.

f) Convocation

For the **purpose** of attending convocation **ceremonies** where a degree is being conferred on the **employee** or **on his/her daughter**, son, husband, wife, mother or father, one **(1) day will be granted** if **the** convocation is held **locally** during a regular work day. Should the convocation be on a **regular work day** but not held locally, **two (2) days will be granted**. If it is held **out-of-town** on a weekend, **one (1) day will be granted**. **In all cases, the time off will be** Without **loss** of **pay** or deduction **from** sick leave.

SCHEDULE 'A' - cont'd

A-5 LEAVE OF ABSENCE - cont'd

g) General Leave

Written requests for general leave on Schedule 'F' for up to one (1) year at a time without pay or benefits will be considered on an individual basis by the Manager of Human Resources. Such requests are to be given as far in advance as possible and a written reply will be given. For each day of such absence, an amount equivalent to the per diem rate shall be deducted. An extension for a general leave on Schedule 'F' may be considered upon written request to the Manager of Human Resources three (3) months before the leave is scheduled to end. Upon completion of the leave, the employee will be returned to his/her former position if such position exists. If such position does not exist, upon return of the employee from leave, Article 20.02 shall apply.

h) *Early leaving/late returning to and from holidays will not be granted. However, where unavoidable developments occur in returning, salary will be deducted at the rate of 1/260 of the annual salary for each day's absence.*

i) When an employee has been absent from work on a Leave of Absence, Sick Leave, Workers' Compensation, or L.T.D. for a period exceeding 24 months, his/her position shall be posted on a permanent basis. If this employee were to return to work, Article 20 Lay-Off provision shall be applied.

A-6 ABSENCE DUE TO COMPENSABLE ACCIDENT

In cases where the absence is due to an accident compensable under the Workers' Compensation Act or covered by any other type of accident insurance, the premiums for which are paid by the Board, the period of absence charged against the credit shall be reduced to give effect only to the net salary paid by the Board.

SCHEDULE 'A' - cont'd

A-7 RETIREMENT GRATUITY

It is the policy of this Board that all staff retire by June 30th following their 65th birthday. A retirement gratuity will be paid to each employee on staff at June 30, 1978, and who is eligible under this plan.

- a) **An eligible employee who retires under O.M.E.R.S. shall be paid a gratuity calculated as follows:**

50% of the number of days sick leave at the employee's credit multiplied by the employee's per diem salary rate at the time of retirement - the per diem salary rate being 1/260 of the employee's annual salary at retirement.

Under no circumstances shall the maximum retirement gratuity exceed the employee's gross earnings during the six (6) months immediately preceding retirement.

- b) **In the event of the death of an employee, either before or after retirement but before recovering the full benefits of the accumulated sick leave as provided above, such remaining benefits shall be paid to his/her estate.**
- c) **All benefits provided under this section shall be paid in full within one (1) year after retirement, of as arranged to the mutual satisfaction of the employee and the Board.**
- d) **Only days accumulated in the employ of this Board or its predecessor Boards will be used in this calculation.**

SCHEDULE 'B'

B-1 BENEFIT PLANS

B 1.01 The Board agrees to contribute on the following basis to the various benefits for participating eligible employees in the active employ of the Board under the plans set out below subject to the insurers' respective terms and conditions including any enrolment requirements while an employee is receiving regular salary or paid sick leave from the Board:

a)	Employer Health Tax	100%
b)	i) Extended Health Care plan	
	- semi-private	100%
	- 35-cent paydirect prescription generic drug plan	75%
	- Vision Care (\$200) and Hearing Aid Benefit Plan	75%
	- Extended Health Care	75%
	ii) - Dental Plan: (1996 O.D.A. Fee Schedule effective September 1, 1997) (1997 O.D.A. Fee Schedule effective September 1, 1998). Level I and II (Oral Surgery, etc.)	75%
	iii) - life Insurance - Group Life and A.D.&D. Insurance	75%
	- (\$5,000) Spousal and (\$2,500) Dependent Life Insurance	100%

B 1.02 LONG TERM DISABILITY

The Board agrees to make a Long Term Disability Plan available to the employees at no cost to the Board. Participation in this L.T.D. Plan will be a condition of employment for all new employees except casual and temporary employees.

B 1.03 OPTIONAL LIFE INSURANCE

The Board agrees to make Optional Life Insurance available to employees to be purchased in units of \$25,000 to a maximum of \$200,000 at no cost to the Board and subject to the provisions of the carrier.

B-1 **BENEFIT PLANS** - cont'd

- B 1.04 **Enrolment in the Group Life Insurance A.D.&D. Plan is compulsory for all new full-time employees.**
- B 1.05 **The Board may substitute carriers for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased.**
- B 1.06 **For newly hired employees, the benefits set out in Section B - 1.01 shall be effective the date of hire subject to enrolment or other requirements of the Plan.**
- B 1.07 **Benefits upon Retirement**
- Employees retiring prior to age 65 may continue in the Board's benefit plans until the end of the month following their 65th birthday providing they pay to the Board in advance full premium cost. Life Insurance under this provision will be 50% of the face amount of insurance prior to retirement and the rate to be paid by the retiree will be the group rate charged by the carrier. Optional life insurance with the Board will cease at retirement.**
- B 1.08 **The Board will continue to pay its share of the premiums for benefit plans for employees who are on paid leave of absence or on layoff for W.C.B. for a maximum of one (1) year. Those employees on an unpaid leave of absence or lay-off may continue to participate in benefit plans, at their request, provided they make arrangements to pay 100% of the premium cost and provided the leave is not in excess of twenty-four (24) months.**
- B 1.09 **Spouses of deceased Board employees may remain in the Board's EHC and Dental Plan for a period not exceeding two (2) years or the end of the month following their 65th birthday providing they remit to the Board in advance the full premium cost of the benefits maintained.**
- B 1.10 **The insurance plans defined in this agreement are also available for permanent part-time employees.**

B-2 BENEFIT PLANS DISCLOSURE AND REVIEW POLICY

- B 2.01
- i) A four-member insured Benefit Plans sub-committee consisting of two representatives of the local Affiliates and two representatives of the Board will meet upon the request of either party to review the cost and specifications of existing plans.
 - ii) A copy of the Group Master Policy or Policies of the Insured Benefit plan shall be given to the Union.
 - iii) The Board shall disclose all details of the operation of the plan in an annual report, or on demand to the Union.

B 2.02 ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM (OMERS)

PENSIONS

The Board will enter into an Agreement under the OMERS plan for employees covered under the terms of this Agreement. The above will be administered subject to the rules and regulations established by OMERS and the Pension Act.

- a) Enrolment in OMERS is compulsory for all employees working thirteen (13) hours or more, in accordance with OMERS rules, regulations and requirements.
- b) The Board will match the employees' contributions to OMERS.

B-3

STATUTORY HOLIDAYS

B 3.01

All employees covered by this collective agreement who have been employed continuously for at least one (1) month immediately preceding the holiday shall be paid a regular day's pay for each of the following holidays provided that the employee has worked the day immediately preceding and the day immediately following the holiday unless absent due to:

- a) legitimate illness or accident which commenced within a month of the date of the holiday;
- b) vacation granted by the Board;
- c) the employee's regular scheduled day off; or
- d) a paid leave of absence.

New Year's Day
Good Friday
Easter Monday
Victoria Day
Dominion Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any day proclaimed a holiday by the authorities of the municipality.

B 3.02

An employee receiving Workers' Compensation Benefits for the day of the holiday shall, subject to the provisions of this article, be entitled to the difference between the amount of Workers' Compensation Benefits and the holiday pay.

B 3.03

- a) Should New Year's Day, Dominion Day, Christmas Day or Boxing Day fall on a Saturday or a Sunday, employees shall be granted a day off in lieu thereof.
- b) In place of Remembrance Day, which is not a school holiday, a day off with pay may be substituted at a time mutually agreeable to both the employee and the Board.

B 3.04

for part-time employees, the statutory holiday pay will be directly related to the actual number of hours that would have been worked for that day.

VACATION

B 4.01

Vacation Period - July 1st to June 30th year following

Employees *covered* by this collective agreement with the following years of service with the Board or its predecessors shall be granted annual vacations with pay based on the length of full-time continuous service since the most recent date of hire according to the following schedule:

a) **Less than one year's service as of June 30th**

5/6 of a day for each month or major fraction thereof of service prior to June 30th but not exceeding ten (10) working days:

b) **Years of continuous full-time service as of June 30th**

From 1 -	3 years' service	10 days
	4 " "	15 days
	5 " "	17 days
	6 " "	18 days
	7 " "	19 days
8 -	9 " "	20 days
	10 " "	21 days
	11 " "	22 days
	12 " "	23 days
	13 " "	24 days
	14 " "	25 days
15 -	16 " "	26 days
17 -	18 " "	27 days
19 -	20 " "	28 days
21 -	22 " "	29 days
23 -	24 " "	30 days
25	" " and over	31 days

B 4.02

Annual vacations with pay shall be granted as outlined above provided the employee is not on an unpaid leave for more than thirty (30) continuous calendar days. If an employee is on an unpaid leave for greater than thirty (30) continuous calendar days, annual vacations will be pro-rated based on the number of months the employee worked or received paid leave.

B-4 VACATION - cont'd

- B 4.03 Employee with 25 years of **service** with the **Board** prior to **January 1, 1998**, ~~will be entitled to either the~~ **Winter Break** or the **Spring Break** with **full pay** for a **maximum of five days**. The employee will inform **Human Resources** in **writing** of his/her intention.
- B 4.04 An **employee who leaves the employ of the Board** for **any reason** shall be **entitled** to receive pay for any **unpaid vacation pay** which has **accrued** to him/her to the date of separation.
- B 4.05 Where a **paid holiday** falls during the employee's **scheduled vacation period**, his/her **vacation** shall be **extended** by one ~~day~~ unless the employee and the **Board** agree to schedule a **different day off** with pay.
- B 4.06 For **the purpose of calculating vacations** for **part-time employees**, *the vacation pay* will be **directly related** to the number of **hours worked** in the previous year.
- B 4.07
- a) In **arranging vacation schedules**, preference will be given according to the **requirements of the office or department**, and the employee's **seniority**.
 - b) Although employees in most departments will be **expected to take vacation** when schools are not in operation - **winter, summer, and Christmas recesses**- consideration will be given to **granting vacations** at other times of the year if no **vacation relief staff** is required and the **efficiency of the school or department** is not affected.
 - c) Employees in **elementary schools** and **area offices** will not normally be **granted annual vacations** when school is in operation.
 - d) Where applicable, **two (2) days** of regular vacation may be **designated as floating holidays** to be used at the **discretion of the employee**, **subject to the approval** of the immediate supervisor with **prior notice of two (2) weeks**.

VACATION - cont'd

B 4.08

- a) Where an employee's scheduled vacation **is interrupted** due to **serious illness** which **commenced** prior to **and** continues into **the scheduled** vacation **period**, the period of **such illness shall be considered sick leave**.

- b) Where **the employee's scheduled** vacation **is interrupted** due to **serious illness** requiring the employee *to be an in-patient in a hospital*, the period of such hospitalization only **shall be considered sick leave**.

SCHEDULE 'C'

SALARY SCHEDULES

JANUARY 1, 1993

<u>CATEGORY I</u>	<u>Min</u> \$	<u>Step 2</u> \$	<u>Step 3</u> \$	<u>Step 4</u> \$	<u>Step 5</u> \$	<u>Max</u> \$
Clerk Typist	21,359	22,427	23,495	24,563	25,631	26,699
Library Clerk	21,359	22,427	23,495	24,563	25,631	26,699
Mailroom Clerk	21,359	22,427	23,495	24,563	25,631	26,699
Receptionist/Switchboard	21,359	22,427	23,495	24,563	25,631	26,699
Support Clerk	21,359	22,427	23,495	24,563	25,631	26,699

CATEGORY II

Comp. Photocopier Oper.	24,209	25,419	26,629	27,839	29,049	30,259
Human Resources Clerk	24,209	25,419	26,629	27,839	29,049	30,259
Jr. Film Clerk/Shpr/Rec	24,209	25,419	26,629	27,839	29,049	30,259
Finance Clerk	24,209	25,419	26,629	27,839	29,049	30,259
Auxiliary Services Clerk	24,209	25,419	26,629	27,839	29,049	30,259
Secr. Alternative School	24,209	25,419	26,629	27,839	29,049	30,259
Secr. - Continuing Ed.	24,209	25,419	26,629	27,839	29,049	30,259
Secr. - Health & Safety	24,209	25,419	26,629	27,839	29,049	30,259

CATEGORY III

Revenue Clerk I	26,553	27,881	29,209	30,537	31,865	33,193
Secr. - Co-op. Ed.	26,553	27,881	29,209	30,537	31,865	33,193
Secr. - Night School	26,553	27,881	29,209	30,537	31,865	33,193
Secr. - Secondary Sch.	26,553	27,881	29,209	30,537	31,865	33,193
Secr. - Summer Sch.	26,553	27,881	29,209	30,537	31,865	33,193
Secr. - Student Services	26,553	27,881	29,209	30,537	31,865	33,193
Senior Payroll Clerk	26,553	27,881	29,209	30,537	31,865	33,193
Senior Plant Clerk	26,553	27,881	29,209	30,537	31,865	33,193

Note: Above annualized salaries are pro-rated
i.e.: for 42-week employees: annual salary above x 42/52

SCHEDULE 'C'
SALARY SCHEDULES

JANUARY 1, 1993

	<u>Min</u> \$	<u>Step 2</u> \$	<u>Step 3</u> \$	<u>Step 4</u> \$	<u>Step 5</u> \$	<u>Max</u> \$
<u>CATEGORY IV</u>						
Computer Operator	30,464	31,987	33,510	35,033	36,556	38,079
Revenue Supervisor	30,464	31,987	33,510	35,033	36,556	38,079
Secr. - Elementary Sch.	30,464	31,987	33,510	35,033	36,556	38,079

CATEGORY V

A/V Technician	34,930	36,677	38,424	40,171	41,918	43,665
Library Technician	34,930	36,677	38,424	40,171	41,918	43,665
Computer Technician	34,930	36,677	38,424	40,171	41,918	43,665
Exec. Sect. - Academic	34,930	36,677	38,424	40,171	41,918	43,665
Exec. Sect. - Plant Dept.	34,930	36,677	38,424	40,171	41,918	43,665
Off. Supv. Sec. Sch.-Sm.	34,930	36,677	38,424	40,171	41,918	43,665
Payroll Supervisor	34,930	36,677	38,424	40,171	41,918	43,665
H. R. Administrator	34,930	36,677	38,424	40,171	41,918	43,665
Junior Programmer	34,930	36,677	38,424	40,171	41,918	43,665

CATEGORY VI

Analyst	37,952	39,849	41,746	43,643	45,540	47,437
Off. Supv. Sec. Sch.-Lg.	37,952	39,849	41,746	43,643	45,540	47,437
Tech. Dir. Perform. Arts	37,952	39,849	41,746	43,643	45,540	47,437

CATEGORY VII

Technical Serv. Co-ord.	40,648	42,680	44,712	46,744	48,776	50,808
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Note: Above annualized salaries are pro-rated
Le.: for 42-week employees: annual salary above x 42/52

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
SUDBURY EDUCATIONAL SUPPORT STAFF UNIT (S.E.S.S.U.)
Of DISTRICT 31
OFFICE, CLERICAL, TECHNICAL

GRIEVANCE FORM
(to be completed in triplicate)

Grievance No.: _____ Step: _____ Date of filing: _____

Name of member with grievance: _____

Address: _____ Home Phone: _____

School/Department: _____ Job Classification: _____

Immediate Supervisor: _____

TO: _____

Article(s) alleged violated: _____

Description of the alleged violation: _____

Relief sought: _____

Signature of employee(s)

Signature of Grievance Officer

Date: _____

THE SUDBURY BOARD OF EDUCATION

REPLY TO POSTING FORM (OFFICE, CLERICAL, TECHNICAL)

Please attach resumé

1. POSTING NUMBER
2. LOCATION NAMED IN POSTING _____
3. DESCRIPTION OF POSITION _____
4. NAME OF APPLICANT _____
5. SENIORITY NUMBER
6. PRESENT POSITION _____
7. PRESENT LOCATION _____
8. QUALIFICATIONS

BASIC QUALIFICATIONS	ADDITIONAL QUALIFICATIONS

9. _____ Date of Application
10. _____ Signature of Applicant

Distribution to:

- 1) Principal/Manager named in posting
- 2) Human Resources Department
- 3) S.E.S.S.U, Grievance Officer

APPLICATION RECEIVED BY PRINCIPAL/MANAGER NAMED IN POSTING	
DATE _____	TIME _____
SIGNATURE _____	

THE SUDBURY BOARD OF EDUCATION

APPLICATION FOR LEAVE OF ABSENCE

NAME OF APPLICANT (Please print) _____

WORK LOCATION _____

I wish to apply for the Leave of Absence designated below and as provided by the Collective Agreement between The Sudbury Board of Education and the member of S.E.S.S. Unit of O.S.S.T.F. employed by The Sudbury Board of Education.

I am applying for the following leave: (Check one)

General Leave

Other (Please specify) _____

Length and dates of leave requested _____

Upon being granted this leave, I realize it is my responsibility to notify the Board three (3) months prior to the expiration of the leave of my intent to return to the Board or to renew the leave.

Date

(Signature of Applicant)

Date

(Signature of Principal/Supervisor)

Please contact the Human Resources Department 674-3171 (ext 224) for information about Fringe Benefits While on Leave of Absence.

p.c. Employee
Principal/Supervisor
Human Resources Department.

LETTER OF AGREEMENT

The parties to this agreement hereby agree to the following:

Any employee who is behind one year on progression through the salary grid as a result of the Social Contract, shall be restored to the place on this grid which would be in effect should the Social Contract not have come into force, effective January 1, 1997.