

A G R E E M E N T

BETWEEN

THE BRUCE COUNTY BOARD OF EDUCATION

AND

ONTARIO SECONDARY SCHOOL TEACHERS ' FEDERATION, DISTRICT 44 (OSSTF-ESS)

EDUCATIONAL SUPPORT SERVICES BRANCH

SECRETARIES AND EDUCATIONAL ASSISTANTS

EFFECTIVE

JANUARY 1, 1996 TO DECEMBER 31, 1996

10180 (02)

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THIS AGREEMENT made this 30th day of May, 1996;

BETWEEN

THE BRUCE COUNTY BOARD OF EDUCATION
(hereinafter called the "Board"),

OF THE FIRST PART;

and

Ontario Secondary School Teachers' Federation, OSSTF, District 44, Educational Support Services Branch
(hereinafter called the "Bargaining Unit"),

OF THE SECOND PART.

ARTICLE 1 - STATEMENT OF PURPOSE

This agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between The Bruce County of Education (hereinafter referred to as the **Board**) and its employees represented by the Ontario Secondary School Teachers' Federation, OSSTF, District 44, Educational Support Services Branch (hereinafter referred to as the Bargaining Unit).

It is the desire of **both** parties to co-operate in maintaining a harmonious relationship between the Board and its employees to make **an** orderly method of settling grievances under this Agreement which may **arise** from time to time.

The Parties acknowledge their obligation to provide reliable and continuous service performed with **skill** and efficiency.

ARTICLE 2 - RECOGNITION

- 2.01 a) The Board recognizes the Ontario Secondary School Teachers' Federation as the exclusive collective bargaining agent with respect to all matters properly arising under this Agreement for all Educational Assistants and Secretarial and Clerical employees that are covered by the Collective Agreement save and except supervisors, persons above the rank of supervisor, administrative assistants to the Director and Superintendents, students employed during the school vacation period, students employed pursuant to a co-operative training program in conjunction with a school, college, or university, students attending school on a full-time basis, persons under an employment assistance program and persons covered by existing collective agreements between The Bruce County Board of Education and the Ontario Secondary School Teachers' Federation, OSSTF, District 44, Educational Support Services Branch, subject to the decisions of the Ontario Labour Relations Board dated January 4, 1993.
- b) No employee shall suffer loss of employment due to others performing work normally considered the function of the Bargaining Unit.
- 2.02 The OSSTF recognizes the Negotiating Committee of the Board as the official committee to negotiate on behalf of The Bruce County Board of Education.

ARTICLE 3 - NEGOTIATING COMMITTEE

- 3.0
- a) The Board recognizes the Negotiating Committee of the Union **as** the official committee to negotiate on behalf of District 44, OSSTF - Educational Support Services Branch. This **committee** shall include up to five (**5**) members of the Bargaining Unit **and** the Resident and may include a representative or agent of District 44, OSSTF and up to two (**2**) representatives or agents of OSSTF.
 - b) It is agreed that not more than ~~one~~ (1) member of the Bargaining Unit Negotiating Committee **will** absent themselves from any one (1) location at the same **time** when they are employed in the same location for the purpose of negotiating with the Board, if in the **discretion** of the Board, it would **unduly** affect **normal** operations. In the event a second member is required from any one (1) location **at** the same time, the approval of the **Board** is required. Permission will not **be** **arbitrarily** withheld.
 - c) Any representative of the Bargaining Unit on the Negotiating Committee shall have the privilege of attending negotiations held within working hours without loss of remuneration. The Union representatives will attempt to arrange their schedules to minimize replacement costs for days of negotiations.
 - d) The ~~Board~~ recognizes the right of the OSSTF to authorize the Bargaining Unit or any advisor, agent, counsel, solicitor or **duly authorized** representative of ~~the~~ bargaining unit to **assist**, advise or represent it in all matters pertaining to the negotiation of this Collective Agreement and the Bargaining Unit recognizes the similar **right of** the Board.

ARTICLE 4 - MANAGEMENT RIGHTS

The Bargaining Unit recognizes and acknowledges that the management and direction by ~~the~~ Board of the working forces **are** fixed exclusively in the Board and without restricting the generality **of** the foregoing, the Bargaining Unit **acknowledges** that it **is** the exclusive function of the **Board to**:

- a) **Maintain** order, discipline **and** efficiency;
- b) Hire, promote, demote, classify, transfer, lay off and retire employees, and to discipline, suspend or discharge any employee for just cause provided that a claim by **an** employee **has** been discharged or disciplined without just cause may **be** the subject of a grievance and dealt with **as** hereinafter provided;
- c) Make, enforce and alter, from time to time, **rules** and regulations to **be** observed by the employees.

The Bargaining Unit further recognizes the right **of** the Board to **operate** and manage its schools in all **respects**. The right to sub-contract work or services, the right to decide on the number **of** employees needed by the Board at any time, the right to decide on the number of hours to be worked and the **scheduling** of such hours, the **right to use** modern methods, machinery **and** equipment, and jurisdiction over all operations, buildings and equipment at the schools in the **said County** of Bruce, Ontario, **are** solely and exclusively the responsibility **of the** Board.

The Board shall not exercise its managerial rights in a manner that will discriminate against any employee by reason of race, colour, creed, **sex, marital** status or **by** reason of his/her lawful activity or non-activity in the Bargaining Unit.

ARTICLE 5 - DEFINITIONS

"Employee" means a **person** employed by the Board who is a member of the bargaining unit described in Article 3.01 of this Agreement. For the purposes of this Agreement, the following **types** of employees shall be recognized: full-time twelve month, full-time ten month, part-time twelve month, **part-time** ten month and casual.

"Full-Time Twelve Month Employee" shall mean a person employed by the Board **who is** a member of the bargaining unit and who works regularly more **than** 24 hours per week for **twelve** months of the **year**.

"Full-Time Ten Month Employee" shall mean a person employed by the Board who is a member of the bargaining unit and who works regularly more **than** 24 hours per week for ten months of the year exclusive of July and August and who may work certain **periods** during July and August **as** authorized by the Board.

"Part-Time Employee" shall mean a person employed by the Board who is a member of the bargaining unit and who **works** regularly 24 or fewer hours per week on either a twelve month or ten month basis.

"Temporary Employee" shall mean a person employed by the Board on a temporary basis for special projects, or during **periods** of heavy workload, or in cases of emergency, or to replace employees absent due **to** prolonged **illness**, or for **similar purposes**, or approved leave of absence. **After** three (3) months a temporary employee **will** pay union dues.

"Casual Employee" shall mean a person employed by the Board on a casual basis for special **projects** or during **periods** of heavy workload, or in the case of emergency, or to replace employees absent due to illness. A casual employee shall not be hired for a term longer than **three (3)** weeks, however such period may be extended by mutual agreement **between the parties**.

"Probationary Employee" shall mean a person employed by the Board and who has not completed **three (3)** months of continuous employment but shall not include a temporary or **casual** employee. A **temporary** employee hired in a **full-time** position who has served at least **three (3)** months in a **similar** position shall not **serve** a probationary **period** unless **there is a break in service** of **three (3)** months.

"Seniority Employee" shall mean a **person** employed by the Board who has satisfactorily completed the probationary **period** of **three (3)** months of employment

"Plural Terms" - wherever the singular is **used** it **shall** be deemed to include reference to plural, wherever applicable.

ARTICLE 6 - RELATIONSHIP

- 6.01 All employees of the **Board** noted **as** having joined the Union at the time **of** certification or **who** subsequently elected **to pin** shall, **as** a condition of employment, remain **members in good** standing of the Union according to the constitution and **by-laws** of the Union. **All future** employees of the Board shall, **as** a **condition** of employment, become **and remain** members in good standing of the Union **as** of the **first day** of employment
- 6.02 The Board shall deduct **from** every employee in the Bargaining **Unit** any monthly dues or **assessments** levied in accordance with the Union constitution and/or **by-laws** as presented to the Board **by** the Union.
- 6.03 Deductions shall be made from the payroll **each** month and **shall be** forwarded to the **Treasurer** of the **Ontario** Secondary School Teachers' Federation, 60 Mobile Drive, Toronto, **Ontario**, M4A 2P3 not later **than** the 15th **day** of the month following. The said deductions will be accompanied by **a list** of the names of all employees **from** whose wages deductions have been made with a copy to the President **of** the Educational **Support Services Branch**. The Board agrees to furnish once every six (**6**) months, addresses (**as indicated on** TD1 Return) of all employees covered **by** this Agreement to the President of the Educational **Support Services Branch**.

ARTICLE 6 - RELATIONSHIP continued

6.04 It is agreed that the Bargaining Unit **and** the employees will not engage in Bargaining Unit activities during working **hours** or hold meetings **at any** time on the premises of the **Board** without the permission of the Board **or** its designate.

6.05 No Strike or Lockout

In view of the orderly procedure established by this Agreement for the settling **of disputes** and the handling of grievances the Bargaining Unit agrees that during the **lifetime** of this Agreement, there will **be** no strike, slowdown or stoppage of work, either complete or partial, and the Board agrees that there will **be** no **lockout**.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between **the** parties, arising **Out** of this Agreement or incidental thereto, **shall** pass to **and** **from** the Superintendent of Personnel **and** the President of the Bargaining Unit.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual employee or **group** of employees shall undertake to represent the **Bargaining** Unit at meetings with the **Board** without proper authorization of the Bargaining Unit. In order **that** this may be carried out, the Bargaining Unit will supply the Board with the names of its officers. Similarly, the **Board** will, if requested, supply the Bargaining Unit with a **list** of its supervisory or other personnel with **whom** the Bargaining Unit may **be** required to transact business.

8.02 Labour Management Committee

The Bargaining Unit **and** the Board **will** each appoint representatives to a **Labour** Management Committee consisting of up to three (3) members appointed **by** OSSTF, District 44 - Educational Support Services Branch **and** up to three (3) members appointed by the Board. The Committee shall meet from **time to** time at the request **of** either party to discuss matters of concern with a view of **maintaining** harmonious **labour** relations between **the** Bargaining Unit **and** the **Board**.

8.03 Representatives of Ontario Secondary School Teachers' Federation

The Bargaining Unit shall have the right at any time to have the assistance of a representative **of** the Ontario **Secondary School** Teachers' Federation.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definitions

- (a) A grievance shall be defined as any difference involving the interpretation, application, administration or alleged violation of any term, provision or condition of this Collective Agreement including the question of whether a matter is arbitrable.
- (b) The parties shall be defined as the Union and the Board
- (c) Within Article 9 and Article 10, a "working day" shall be defined as a day other than Saturday, Sunday, or a holiday recognized under Article 16 of this Agreement.

9.02 Informal Stage

An employee who has a complaint shall, whenever practicable, discuss the complaint with the principal or designated supervisor. Failing resolution of the matter through informal discussion, the Union may file a grievance at Step One.

9.03 Step One

The Union shall present the grievance in writing to the appropriate Supervisory Officer within ten (10) working days from the time when the employee could reasonably be expected to be aware of the circumstances giving rise to the complaint. The grievance shall include the nature of the complaint and the redress sought. The appropriate Supervisory Officer shall hold a meeting with the employee concerned and the Union representatives within five (5) working days after receipt of the complaint. The appropriate Supervisory Officer shall provide a written decision to the Union within a further three (3) working days.

9.04 Step Two

Failing settlement at Step One, the Union shall submit the matter in writing to the Director of Education within seven (7) working days of receipt of the decision at Step One. The Director of Education shall provide a written decision within ten (10) working days after the receipt of such notice.

9.05 Arbitration Procedure

Arbitration shall be as provided in the Labour Relations Act of Ontario R.S.O. 1990, as amended from time to time. The notice to submit the grievance to arbitration shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall within ten (10) days inform the other party of name of their appointee to the Arbitration Board. The two (2) appointees so selected shall within ten (10) days of the appointment of the second of them appoint a third person who shall be the Chair.

9.06 Replies and Submissions in Writing

All submissions and replies to grievances shall be in writing at all stages.

9.07 Facilities for Grievances

The Board agrees to supply the necessary facilities for grievance meetings between the parties to this Agreement.

9.08 Supplementary Agreements

Supplementary Agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 9 - GRIEVANCE PROCEDURE continued

9.09 Amending Time Limits

The time limits fixed in both grievance and arbitration procedure may be extended by consent of the parties to ~~this~~ Agreement but lack of such consent shall not be grounds for a grievance.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Warnings

Whenever the Board or a deputy deems it necessary to censure an employee in a manner **indicating** that dismissal may follow **any repetition** of the act complained of or omission referred to, or may follow if such employee fails to bring her/his work up to a required **standard** by a given date, the Board shall within five (5) working days thereafter mail written particulars of such censure to the Resident of the **Bargaining Unit**, with a copy to the employee involved

10.02 Discipline, Suspension and Discharge Procedure

An employee may be disciplined, suspended or discharged only for just cause. When **an** employee is disciplined, suspended or discharged **the** employee and the Bargaining Unit shall be advised promptly in writing by the Superintendent of Personnel of the **reason** for such actions. **Notwithstanding** the above, the test for just cause for a probationary employee shall be a test of **suitability** provided that the factors determining suitability could reasonably be expected to affect work performance.

10.03 Unjust Suspension or Discharge

Should it be found under **the** grievance procedure that an employee **has** been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority, **and** shall be compensated for all time lost in an amount **equal to** his/her normal earnings during the **pay period** next preceding such discharge or suspension, less any earnings in the **period of** suspension or discharge, or by **any** other arrangement which is just and **equitable** in **the** opinion of **the** parties of this Agreement.

10.04 Personnel Files

In compliance with all relevant sections of the Municipal Freedom of Information and Protection of Privacy legislation **an** employee shall be entitled upon request to copies of or to view the employee's personnel file. The Employer will **respond** to such **request** within a reasonable time.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority is defined **as** the length of continuous service in permanent positions within the Bargaining Unit with the Board **and** **the** immediately prior **Board** which **was** within **the** Bruce County School System. Absence through sickness, accident, approved leave of absence or layoff will not be deducted in **determining** length of continuous service.

Employees who transfer into the Bargaining Unit and **who** have previous service with the Board shall receive half (1/2) credit for such **service**. **Any** previous accumulated service within the **Bargaining Unit** shall receive full recognition. **There shall not be** layoffs caused by such transfers.

ARTICLE 11 - SENIORITY continued

11.02 Seniority List

The Board shall establish a Seniority List, for the secretarial, clerical employees, to be designated as Seniority List 'A' and for the Educational Assistants, to be designated as Seniority List 'B'.

The Seniority Lists shall show the date upon which an employee's service commenced or is deemed to have commenced. A copy of these lists shall be posted in each workplace with a copy to the President of the Bargaining Unit by March 1 of each year.

11.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of three (3) months of any continuous employment with the Board. The probationary period shall be extended for layoffs exceeding ten (10) working days. After completion of the probationary period, seniority shall be effective from the original date of employment.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a vacancy or a temporary vacancy occurs or a new position is created inside the Bargaining Unit, the Board shall post notice of the vacancy or position in every workplace. The notice shall specify the job title, duties and rate of pay. Members of the Bargaining Unit shall be given consideration for such postings prior to external advertising.

12.02 Method of Making Appointments

In making staff changes, transfers, or promotions, the following factors will be among those considered by the Board: ability, qualifications, experience, performance, and seniority. Where, in the opinion of the Board, all factors other than seniority are deemed to be relatively equal, seniority shall govern.

12.03 Bargaining Unit Notification

The Resident and the Secretary of the Bargaining Unit shall be notified as soon as possible of all appointments, hirings, layoffs, transfers, recalls and terminations of employment of all persons in the Bargaining Unit except for casual employees.

The following procedures for transfer and placement shall apply to all Educational Assistants in the Bargaining unit to provide for the staffing of school posts for the following school year.

- a) The Board shall determine the needs and the staffing level of the system and the staffing level for the following school year.
- b) In accordance with this determination the Board shall declare the Educational Assistants with least seniority in the system on layoff.
- c) The Board shall examine the school staffing needs and refer to the factors in Article 12.02 to determine whether an employee will retain a position in their current school and prepare a list of known vacancies.
- d) The Board shall then assign all employees who have submitted written request for voluntary transfer to known vacancies.

It is understood that an Educational Assistant will have the obligation to accept the transfer which was requested.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES continued

12.03 Bargaining Unit Notification continued

- e) Subject to the staffing level set by the Board for each year, the Board shall endeavour to place an employee who was on an approved leave of absence in the same school/worksite and in a position equivalent to that held at the commencement of the leave but no guarantee of previous school/worksite and/or position can be given. --
- f) The Resident of the Union shall be consulted prior to any employee being declared surplus.
- g) The Board shall post in each school a list of known vacancies.
- h) All employees in the bargaining unit may apply for vacancies.
- i) When an employee has been selected for a vacancy, that vacancy shall be considered filled and the employee's former position in turn shall be declared vacant and posted. By the last week in June, the Board will assign unassigned employees.
- j) If an unassigned employee does not accept a remaining vacancy then they will be declared on layoff and the layoff and recall procedures will apply (Article 13.00)
- k) The Board shall make every effort to accommodate placement of current employees.

12.04 All Educational Assistants in the employ of the Board as of January 1, 1995 shall be deemed qualified for Educational Assistant positions.

12.05 As of December 31, 1996, members who are reclassified or promoted from Category II to Category III shall be placed at year 0.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Layoff and Rehiring Procedure

In all cases of layoff due to a reduction in the work force, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 No New Employees

No new employees will be hired until those laid off within the previous two (2) years have been recalled. Notice of recall shall be sent by mail to the employee's latest address shown in the Board's records. It shall be the responsibility of the employee to advise the Board of any change of address.

13.03 Notice of Layoff

The employer shall notify employees who have been laid off and who have been employed for three (3) months or more, as follows:

- a) one week's notice in writing to the employee if the period of employment is less than two (2) years;
- b) two weeks' notice in writing to the employee if the period of employment is two (2) years or more but less than five (5) years;
- c) four weeks' notice in writing to the employee if the period of employment is five (5) years or more but less than ten (10) years; and,
- d) eight weeks' notice in writing to the employee if the period of employment is ten (10) years or more.

ARTICLE 13 - LAYOFFS AND RECALLS continued

13.04 Casual Employees

Article 13 shall not apply to casual employees.

ARTICLE 14 - HOURS OF WORK

14.01 Hours

- a) The normal work week for Secretarial/Clerical employees shall be thirty-five (35) hours comprised of five (5) seven (7) hour days Monday to Friday inclusive. The normal work day shall commence no earlier than 8:00 a.m. and finish no later than 5:00 p.m. with a lunch period not exceeding one (1) hour and a fifteen (15) minute rest period before noon and a fifteen (15) minute rest period in the afternoon.
- b) The normal work week for Educational Assistants, shall be thirty-two and one-half (32.5) hours comprised of five (5), six and one-half (6.5) hour days, Monday to Friday inclusive. The normal work day shall commence no earlier than 8:00 a.m. and finish no later than 4:00 p.m. with a lunch period not less than one-half (0.5) hour and not more than one (1) hour, and a fifteen (15) minute rest period before noon and a fifteen (15) minute rest period in the afternoon. If an Educational Assistant is assigned to work in more than one (1) school, travel time between locations shall be considered time worked.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

All authorized time worked beyond the normal 35 hour week or beyond the normal 7 hour day or on a holiday set out in this Agreement as a paid holiday shall be considered as overtime if performed at the request of and authorized by the Principal or the Superintendent of Personnel.

15.02 Overtime Rates

Overtime shall be paid at the rate of time and one-half.

15.03 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

15.04 Overtime for Part-Time Employees

Overtime shall be payable to part-time employees covered by this Agreement only if the employee in question is required and duly authorized to work more than 35 hours in any week or more than 7 hours in any day and in the event overtime shall be payable at the rate of time and one-half for those hours in excess of thirty-five (35) hours per week or Seven (7) hours per day.

15.05 **An employee who is recalled after the completion of his/her regular work day shall be paid a minimum of two (2) hours at the overtime rate. It is agreed that this provision shall not apply to pre-scheduled overtime.**

15.06 Employees temporarily assigned to the work of a higher classification shall receive the rate of pay of the higher classification on the eleventh (11th) consecutive day.

Employees who request to be assigned to the work of a lower classification shall receive the rate of pay of the lower classification immediately upon commencing the work of the lesser paying position.

Employees who are permanently assigned to the work of a lower classification shall have their rate of pay red-circled.

ARTICLE 16 - HOLIDAYS

16.01 List of Holidays

The Board recognizes the following ~~as~~ paid holidays for employees other ~~than~~ casual employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday or an alternate day as determined by the Board	Christmas Day
Victoria Day	Boxing Day
Canada Day	A half-day before Christmas Day and a half-day before New Year's Day for employees who normally work during the Christmas Break
Civic Holiday	
and any other day proclaimed as a public holiday by the Federal or Provincial Government.	

Employees shall not be entitled to pay for any of the above listed holidays falling within regularly scheduled layoffs.

An employee shall not be entitled to a paid holiday during a layoff not regularly scheduled unless the employee has worked at least **two (2)** work days in the week in which the paid holiday occurs or is observed, week being defined as the period Monday to Friday inclusive.

16.02 Holidays Falling on Weekend

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the previous Friday and/or the following Monday, as decided by the Board, shall be deemed to be the holiday or holidays for the purpose of this Agreement.

16.03 Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required and duly authorized to work shall be paid the regular overtime rate for the hours worked, in addition to being paid for the holiday.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Full-time twelve month and part-time twelve month employees shall receive an annual vacation with pay in accordance with credited service as of June 30th prior to the commencement of the vacation period as follows:

Less than one year	One working day for each completed month with a maximum of ten days
After one year	Two weeks
After three years	Three weeks
After ten years	Four weeks
After Eighteen years	Five weeks

Full-time ten month and part-time ten month employees shall receive an annual vacation with pay in accordance with credited service as of June 30th prior to the commencement of the vacation period as follows:

Less than one year	One working day for each completed month with a maximum of ten days
After one year	Two weeks
After four years	Three weeks
After twelve years	Four weeks
After twenty-two years	Five weeks

ARTICLE 17 - VACATIONS continued

17.01 Length of Vacation continued

Employees scheduled to work less than a full year will take their vacation entitlement during the **Christmas Holidays and/or Mid-Winter Break** (exclusive of paid holidays as set out in Article 14.01 falling within the **Christmas Holidays and Mid-Winter Break**) and if the total vacation entitlement cannot be satisfied during these periods, the remaining entitlement shall be taken on **days** mutually agreed upon by the **Board** or its designate and the Employee.

Casual Employees shall receive vacation pay in lieu of a paid vacation according to the following schedule and calculated as of June 30th and based upon total earnings during the previous 12-month period:

Less than one year	4%
After one year	4%

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, she shall be granted an additional day's vacation for each holiday, in addition to his/her regular vacation time.

17.03 Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period.

17.04 Vacation Pay on Termination

An employee terminating his/her employment at any time shall be entitled to a proportionate payment of salary or wages in lieu of any unused vacation.

17.05 Unbroken Vacation Period

An employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Board.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, quarantined by reason of exposure to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

18.02 Amount of Sick Leave

For employees whose normal work year is 12 months, sick leave shall be earned on the basis of 24 days per year, the unused portion of which may be accumulated to a maximum of 240 days. For employees whose normal work year is 10 months, sick leave shall be earned on the basis of 20 days per year, the unused portion of which may be accumulated to a maximum of 200 days. Employees working less than 35 hours per week shall earn sick days on an appropriate pro-rated basis.

18.03 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) that the employee is absent for reasons defined in 16.01. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

ARTICLE 18 - SICK LEAVE PROVISIONS continued

18.04 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three working days, certifying that such employee is unable to carry out his/her duties due to illness.

18.05 Sick Leave During Leave of Absence

The Board will comply with the Employment Standards Act. Notwithstanding the above, sick leave credits will accrue during statutory Pregnancy and Parental leaves.

18.06 Supplementation of Compensation Award

An employee prevented from performing his/her regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and his/her regular salary to the extent of the employee's accumulated sick leave.

18.07 Retirement Gratuity

A retirement gratuity will be paid to an eligible employee who retires because of age or poor health after fifteen (15) years' continuous service with this Board or a predecessor of this Board, such continuous service to be immediately prior to retirement. Retirement because of age means compulsory retirement at age 65 in accordance with the Board's retirement policy. Retirement because of poor health will require substantiation by a physician acceptable to the Board. The retirement gratuity will be based on the following formula and is subject to limitations on such gratuity as specified in Section 155 (1) of The Education Act 1974:

a
240 X b% of annual salary at date of retirement where "a" is the number of days of cumulative sick leave credits (not to exceed 240) at date of retirement and b% is a percent based on the following schedule:

Completed Years of Continuous Service with this Board or a Predecessor of this Board	Percent
15	30
16	32
17	34

and 2% additional per completed year to a maximum of 50%.

18.08 Return from Sick Leave or Long Term Disability

Upon return from sick leave or long term disability, (paid or unpaid), an employee shall be guaranteed the same or equivalent position.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 For Bargaining Unit Business

- (a) Where permission has been granted to representatives of the Bargaining Unit to leave their employment temporarily in order to carry on negotiations with the Board, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- (b) Effective September 1, 1995, the Board shall grant a leave of absence for the period of the term of office to the President of the Bargaining Unit. Such leave shall provide release time of up to ten (10) days of the President's regularly scheduled work days with prior approval of the immediate supervisor outside the Bargaining Unit. The Bargaining Unit will reimburse the Board for the costs of any replacement employees required by the granting of the leave.

19.02 Bargaining Unit Conventions

Leave of Absence shall be granted to Members upon request to the Board to represent the Bargaining Unit or to attend Union conventions or seminars. If such leave involves two or more members from the same location at the same time prior approval should be obtained from the Superintendent. Such leave shall not exceed a total of ten (10) working days in any calendar year. The Bargaining Unit will reimburse the Board for the costs of replacement employees.

19.03 Bereavement Leave

- a) The following are approved absences:
 - Funerals (i) Immediate family - 3 days plus reasonable travel time
 - (ii) Close Relative - 1 day plus reasonable travel time
- b) An employee shall be granted up to one (1) day without pay for the funeral of a friend.

19.04 Jury or Court Witness Duty

The Board shall grant leave of absence without loss of seniority to an employee who serves as a juror or is subpoenaed as a witness in any court. The Board shall pay such an employee the difference between his/her normal earnings and the payment she receives 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.

19.05 Pregnancy Leave

Pregnancy Leave shall be in accordance with the Employment Standards Amendment Act (Pregnancy & Parental Leave), 1990. (See Appendix A.)

19.06 Parental Leave

Parental Leave shall be in accordance with the Employment Standards Amendment Act (Pregnancy & Parental Leave), 1990. (See Appendix A.)

19.07 Personal Leave

- a) No deduction from salary or sick leave will be made for an employee who is subject to quarantine.
- b) Subject to the approval of the Board, an employee may be granted personal leave, without pay, to a maximum of two (2) days per year.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days (Full-Time and Part-Time Employees)

The Board shall pay salaries and wages in accordance with the attached schedules "A" and "B". Payment will be made every second week. The Board shall deposit directly, into each employee's account in a financial institution with capabilities for electronic transfer of funds, all payments provided for in this Article. This shall be effective the first day of the school year following the date of ratification or earlier by mutual consent of both parties.

20.02 Mileage Allowance

Employees required to use their own vehicles on behalf of the Board's business shall be paid a travel allowance in accordance with the Board's Policy on payment of travel allowance to its employees, subject to a minimum payment of \$2.00 per occasion.

It is understood and agreed that mileage allowance is not payable for travelling from one's residence to place of employment or from one's place of employment to one's residence except when specifically called in on an emergency.

20.03 St. John Ambulance First Aid Course

The Board agrees to pay the course registration fee and the cost of any required course materials for employees other than casual employees who successfully complete the St. John Ambulance First Aid Course.

ARTICLE 21 - STAFF BENEFITS

21.01 Pension

In addition to the Canada Pension Plan, every eligible employee shall join the Ontario Municipal Employees' Retirement System. The Board and the employees shall make contributions in accordance with the provisions of the Plan.

21.02 Group Life Insurance

The Board will pay 90% of the premium cost of \$30,000 coverage for the following employees who wish to participate:

Full-time twelve month employees

Full-time ten month employees

Part-time twelve month employees working regularly more than 24 hours per week

Part-time ten month employees working regularly more than 24 hours per week

All employees who work regularly more than twenty-four (24) hours per week shall qualify for life insurance coverage of one (1) times the employee's annual wage, with minimum coverage of \$30,000.

21.03 Group Long Term Disability

The Board will pay 90% of the premium cost of the employees who wish to participate in the Plan. Employees who work less than fifteen (15) hours a week shall continue to be compensated financially by the Board in lieu of participation in the LTD plan. The compensation shall continue to be on a pro-rata basis, based on the Board's contribution to the LTD premium.

ARTICLE 21 - STAFF BENEFITS continued

21.04 Extended Health Benefits Plan

The Board will pay 90% of the premium cost for the following employees who wish to participate in the plan in force from time to time, including vision care coverage of \$175.00 every two years and \$175.00 every year for dependent children:

- Full-time twelve month employees
- Full-time ten month employees
- Part-time twelve month employees working regularly more than 24 hours per week
- Part-time ten month employees working regularly more than 24 hours per week
- Part-time employees who work twenty-four (24) hours or less per week but more than fifteen (15) hours per week shall be eligible for the Extended Health Benefits on a pro-rata basis.

21.05 Dental Plan

The Board agrees to pay, effective the first of the month following the date of ratification, 80% of the premium cost of Blue Cross' Dental Plan Seven (7) including Rider #1 or for equivalent coverage. The 1992 O.D.A. Schedule of Fees shall apply, effective the first of the month following the date of ratification. All full-time and all part-time employees qualify for the Dental Plan coverage.

21.06 A copy of applicable sections of the Group Master Policy or Policies of the Insured Benefit Plan shall be given to the Bargaining Unit. In the event that the Board decides to change carrier(s) of the Plan, the Board agrees to implement the same coverage as described in the Master Policy or such other plan that the Bargaining Unit agrees is appropriate as a substitute. No amendment to the plan shall be made without consultation with the Bargaining Unit.

21.07 An employee may continue to participate in the benefit plan after retirement to age 65 by the employee paying 100% of the premium costs.

ARTICLE 22 - SELF FUNDED LEAVE PLAN

22.01 Description

The Self Funded Leave Plan has been developed to afford employees the opportunity of taking up to a one-year leave of absence and, through deferral of salary, finance the leave subject to the regulations under the Income Tax Act.

22.02 Qualifications

In order to be eligible to participate in the plan, an employee must have three years service with the Board.

22.03 Application

- a) An employee must make written application to the Director of Education on or before March 31 requesting approval to participate in the plan.
- b) On or before April 30 the Director of Education or designate will reply in writing stating whether or not the application has been approved and providing an explanation if the application has been denied.
- c) The right to reject or approve individual requests to participate in the plan shall rest solely with the Board. The major but not the sole criterion to be used in granting approval for participation in the plan will be years of service with The Bruce County Board of Education.

ARTICLE 22 - SELF FUNDED LEAVE PLAN - continued

22.04 Salary Formula

- a) In each year of the Plan preceding the year of the leave, an employee will be paid 80% of his/her annual salary. The remaining 20% of annual salary shall be deferred and deposited to a separate trust account at the Chesley Ontario branch of the Canadian Imperial Bank of Commerce with an account heading "The Bruce County Board of Education In Trust for (name of employee)". The amount deposited to this account together with interest earned shall be retained for the employee to finance the year of leave. Consideration will be given to a request for a leave to be financed by deduction of a larger amount of salary over a shorter period of time. For example, deduct for three years to finance a leave in the fourth year or deduct for two years to finance a leave in the third year.
- b) At the commencement of the leave of absence, the amount deposited to the employee account plus accrued interest to that date shall be transferred to the general account of the Board of Education to pay the employee's salary, and no further interest shall be earned.
- c) On or before August 31, just prior to commencement of the leave, the participating employee shall select one of the following methods of salary payment for the leave of absence:
 - (i) A lump sum payment of the entire year's salary on or before September 20.
 - (ii) 40% of salary on or before September 20 and 60% of salary on or before January 20. If this option is selected the Employee may continue to direct the type of investment account to be used for the 60% amount retained to January 20. Payment on January 20 will include the total amount on deposit together with interest earned up to and including that date.
 - (iii) Payment as per method detailed in the collective agreement in force at the time.
- d) The type of investment account shall be selected by the employee who will inform the Bank and the Board by August 15 of each year regarding the type of investment account into which the current amount and/or new deposits will be placed for the period September 1 to August 31. Notwithstanding the above, with the approval of the Chesley Ontario Canadian Imperial Bank of Commerce, the employee may direct, during the period September 1 to August 31, a change in the type of investment account previously selected.

22.05 Staff Benefits

- a) While an employee is enrolled in the Plan and not on leave, and subject to the approval of the carrier, any salary related staff benefits shall be maintained at the same level as if the employee was receiving 100% of his/her salary. While on leave staff benefits shall continue in force, subject to the approval of the carrier. Salary related benefits shall be maintained according to the salary the employee would have received in the year prior to taking the leave had she not been enrolled in the Plan, and subject to the approval of the carrier.
- b) While on leave, the total premium cost for all staff benefits shall be paid by the employee.

22.06 General Conditions

- a) Upon return from leave the employee shall be entitled to sick leave credits accumulated prior to commencement of the leave but no sick leave credits may be earned during the leave.
- b) Employees on permanent layoff must withdraw from the Plan.
- c) An employee may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board.

ARTICLE 22 - SELF FUNDED LEAVE PLAN continued

- d) In the event of withdrawal, the employee shall be paid a lump sum adjustment for any monies deferred to the date of withdrawal plus accrued interest. Repayment shall be made within sixty (60) days of the date of withdrawal. The lump sum adjustment may be paid to the employee in some other manner and on some other date or dates as mutually agreed between the employee and the Board.
- e) In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Board may defer the time of the leave. In this instance, an employee may choose to remain in the Plan or withdraw from the Plan.
- f) Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the employee's estate.
- g) 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.
- h) The board will co-operate in making such pension deductions as are requested by the employee and approved by OMERS.
- i) Every employee participating in the Self Funded Leave Plan shall receive a semi-annual review statement copy of his/her S.F.L.P. trust account by January 1 and June 30 of each year indicating the following:
 - (i) current contribution;
 - (ii) current interest earned;
 - (iii) total contributions to date;
 - (iv) total interest to date.

ARTICLE 23 - COPIES OF AGREEMENT

23.01 Copies of Agreement

The Bargaining Unit and the Board desire every employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason the Board will provide one copy for each employee covered by this Agreement.

ARTICLE 24 - TERM OF AGREEMENT

24.01 Effective Date

This Agreement shall be binding and remain in effect from January 1, 1996 to December 31, 1996 and shall continue from year to year thereafter unless either party gives to the other party notice in within ninety (90) days prior to the expiration date of its desire to renew the Agreement.

24.02 Notice of Changes

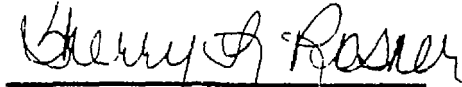
Within fifteen (15) working days if receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

24.03 No Reprisals

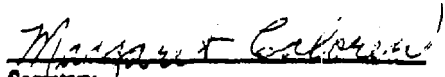
No member of the bargaining unit shall suffer reprisals or harassment for his/her participation in or actions during the strikes by the Board or the Bargaining Unit.

OSSTF-ESS
January 1, 1996 to December 31, 1996

Signed on behalf of the
Ontario Secondary School Teachers' Federation, District 44
Educational Support Services Branch



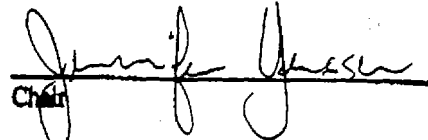
President



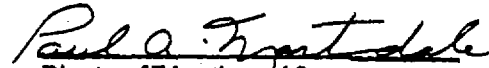
Secretary

OSSTF-ESS Representative

Signed on behalf of
The Bruce County Board of Education



Chair



Director of Education and Secretary

OSSTF-ESS
January 1, 1996 to December 31, 1996

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Printed: September 9, 1996 - 3:27 PM

SALARIES AND CLASSIFICATIONS - SCHEDULE "A"

SECRETARIAL AND CLERICAL

Except for special cases approved by the Director of Education all personnel shall be hired on a ten month basis and the relevant staff benefits and regulations for ten month employees shall apply.

Effective January 1, 1993

Effective January 1, 1995

<u>*Years of Experience</u>	<u>CLASSIFICATION</u>			<u>*Years of Experience</u>	<u>CLASSIFICATION</u>		
	<u>I</u>	<u>II</u>	<u>III</u>		<u>I</u>	<u>II</u>	<u>III</u>
0	13.65	14.08	15.44	0	13.69	14.12	15.49
1	14.10	14.48	15.83	1	14.14	14.52	15.88
2	14.54	14.87	16.27	2	14.57	14.92	16.32

* Advancement on the grid is effective the first day of the month following the anniversary date of commencement of employment.

Employees in Classification III will receive a responsibility allowance of \$652.00 plus supervisory allowance of \$269.00 for supervision of each full-time employee (twelve month and ten month) and \$134.00 for supervision of each part-time employee (twelve month and ten month).

During the term of this Agreement, no employee in Classification III shall receive a responsibility and supervisory allowance which in total is less than the supervisory allowance paid to that employee under the Salary Schedule effective September 1, 1974.

Casual Employees will receive the minimum hourly rate of Classification I unless otherwise approved by the Superintendent of Personnel as a special case.

As of December 31, 1996, members who are reclassified or promoted from Category II to Category III shall be placed at year 0.

SALARIES AND CLASSIFICATIONS - SCHEDULE "B"

EDUCATIONAL ASSISTANTS

Effective January 1, 1993

Effective January 1, 1995

<u>*Years of Experience</u>	<u>Classification</u>		<u>*Years of Experience</u>	<u>Hourly Rate</u>
	<u>I</u>	<u>II</u>		
0	13.17	13.49	0	13.53
1	13.66	14.00	1	14.04
2	14.15	14.49	2	14.53
3	14.54	14.87	3	14.92

* Advancement on the grid is effective the first day of the month following the anniversary date of commencement of employment.

Casual Employees will receive the minimum hourly rate unless otherwise approved by the Superintendent of Personnel as a special case.

APPENDIX A

THE FOLLOWING IS ATTACHED TO **BUT DOES NOT FORM PART OF THE COLLECTIVE AGREEMENT. IT IS PROVIDED FOR THE INFORMATION OF EMPLOYEES AND IT MUST BE CLEARLY UNDERSTOOD THAT AMENDED LEGISLATION WILL AUTOMATICALLY BE IN EFFECT.**

PREGNANCY LEAVE

EXTRACT FROM THE EMPLOYMENT STANDARDS ACT

35. In this Part,

"parent" includes a person with whom a child is placed for adoption **and** a person who is in a relationship of some permanence with a parent of a child **and** who intends to treat the child **as his** or her own;

"parental leave" means a leave of absence under subsection 38a (1);

"pregnancy leave" means a leave of absence under subsection 36 (1).

36. (1) **A** pregnant employee who started employment with her employer at least thirteen weeks **before** the expected birth date is entitled to a leave of absence without pay.
- (2) **An** employee may **begin** pregnancy leave **no** earlier **than** seventeen weeks **before** the expected birth date.
- (3) The employee must give the employer,
- (a) **at least two** weeks written notice of the date the leave is to **begin**; **and**
 - (b) a certificate **from a** legally qualified **medical** practitioner stating the expected birth date.
37. (1) Subsection 36 (3) **does** not apply in the case of an employee who stops **working** because of complications caused by his/her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.
- (2) **An** employee **described** in subsection (1) must, **within** two weeks of stopping work, give the employer,
- (a) **written** notice of the **date** the pregnancy leave began or is to **begin**; **and**
 - (b) a certificate **from a** legally **qualified** medical practitioner **that**,
 - (i) in the case of an employee who stops working because of complications caused by his/her pregnancy, **states** the employee is unable to **perform** her duties because of complications caused by per pregnancy **and states** the expected birth date, or
 - (ii) in any other case, **states** the date of the birth, still-birth or miscarriage and the **date** the employee was **expected to** give birth.
38. (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave **began**.
- (2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the **later** of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.
- (3) The pregnancy leave of an employee ends on a day earlier than **the day** provided for in subsection (1) **or** (2) if **the** employee gives the employer at least four weeks written notice of **that** day.

PREGNANCY LEAVE

EXTRACT FROM THE EMPLOYMENT STANDARDS ACT continued

- 38a. (1) **An** employee who has **been** employed by his **or** her employer for a least thirteen weeks and who is the parent of a child **is** entitled to a **leave** of absence without pay following,
- (a) the birth of the child; or
 - (b) the coming of the child into the custody, **care** and control of a parent **for** the first time.
- (2) Parental leave may begin **no** more that thirty-five weeks after the day the child is **born** or comes into the custody, care and control of **a** parent **for** the first time.
- (3) The parental leave of **an** employee who takes **a** pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.
- 38b. (1) Subsection 38a (4) **does** not apply in the case **of an** employee who is the parent **of** a child and **who** stops working because the child comes into **the** custody, care and control of a parent for the first time sooner **that** expected.
- (2) The parental leave of an employee described in subsection (1) **begins** on the day the employee stops working.
- (3) **An** employee described in subsection (1) **must** give the employee written notice that the employee wishes to take leave within two weeks **after** the employee stops working.
- 38c. Parental leave ends eighteen weeks after **it** began or on **an** earlier day if the employee gives the employer at least **four weeks** written notice of that **day**.
- 38d. (1) **An** employee **who** has given notice to begin pregnancy leave or parental leave may change the notice,
- (a) to **an** earlier **date** if the employee gives the employer at least **two weeks written** notice **before** the **earlier date**; or
 - (b) to a later date if the employee gives the employer at least **two weeks** written notice before **the** date leave **was** to begin,
- (2) **An** employee **who** has given notice **to** end leave **may** change the notice,
- (a) to **an** **earlier date** if the employee **gives** the employer **at least four weeks** written notice before the **earlier date**; or
 - (b) **to** a later date if the employee gives the employer at least four weeks **written** notice before the **date** leave **was** to end.
- 38e. (1) During pregnancy leave or parental leave, **an** employee continues to participate in each type of benefit plan described **in** subsection (2) that **is** related to **his** or her employment unless **he** or she elects in writing not to do **so**.
- (2) **For** the purpose of subsection (1), the **types** of plans are pension plans, **life** insurance plans, **accidental** death plans, extended health plans, dental **plans** and any other **types** of benefit plans **that are** prescribed.

PREGNANCY LEAVE

EXTRACT FROM THE EMPLOYMENT STANDARDS ACT continued

- 38e. (3) During **an** employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) **unless** the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.
- (4) Seniority continues to accrue during pregnancy leave or parental leave.
- 38f. (1) The employer of **an** employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.
- (2) If the employer's **operations** were suspended **or** discontinued while the employee was on leave **and** have not resumed when the leave ends, the employer shall reinstate the employee, when the **operations** resume, in accordance with the employer's seniority system **or** practice, if any.
- (3) The employer shall pay a reinstated employee wages **that are** at least equal **to the** greater of,
- (a) ~~the~~ wages the employee was most recently paid by the employer; **or**
- (b) the wages that the employee would be earning had the employee **worked** throughout ~~the~~ leave.
- 38g. An employer shall not intimidate, discipline, suspend, lay off, dismiss or **impose a penalty** on **an** employee because the employee is or will become eligible to take, intends to take **or** takes pregnancy leave or parental leave.
- 38h. (1) This section applies to a person **who** stopped work on or after the 18th day of November, 1990 **but before** the **day** this section comes into force **and** who would have **been** entitled to pregnancy leave if section 2 of the Employment Standards Amendment Act (Pregnancy **and** Parental Leave), 1990 had come into force **before** she **stopped** work.
- (2) A **person** to whom this section applies shall be deemed to have taken a pregnancy leave **beginning** when the **person** stopped work if,
- (a) the stopping **of work** was related to the **person's** pregnancy; **and**
- (b) when the person **stopped** work, **she was** not entitled to pregnancy leave.
- 38i. (1) This **section** applies to a person **who** stopped work on **or** after the 18th **day** of November, 1990 but before **the day** this section comes into force, whether or not the person **took** a pregnancy leave that ended during that **period**, or whose pregnancy leave ended during **that period** **and** who did not **return** to work if the person would have been entitled to parental leave had **section 2** of the Employment **Standards** Amendment Act (Pregnancy **and** Parental Leave), 1990 come **into** force before the **person stopped work** **or** before **the** pregnancy leave ended.
- (2) A person **to** whom this **section** applies shall **be** deemed to have taken a parental leave beginning when **the** person stopped work or when the person's pregnancy leave ended if the stopping of **work** or **the** not returning to **work** was related to the **birth** of a child or to the coming of **a** child into **the** custody, **care** **and** control of a parent **for** the first time.
- 38j. Section 38e **does** not apply in **respect** of any **period** **before** this section comes into force.