

A G R E E M E N T

B E T W E E N

THE BRUCE COUNTY BOARD OF EDUCATION

A N D

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

EDUCATIONAL SUPPORT SERVICES BRANCH

SECRETARIES AND EDUCATIONAL ASSISTANTS

*10/1/97*

E F F E C T I V E

JANUARY 1, 1997 TO AUGUST 31, 1998

10180 (031)

# TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Statement of Purpose.....	3
2	Recognition.....	3
3	Negotiating Committee.....	4
4	Management Rights.....	4
5	Definitions.....	5
6	Relationship.....	5, 6
7	Correspondence.....	6
8	Labour Management Relations.....	6
9	Grievance Procedure.....	7, 8
10	Discharge, Suspension, and Discipline.....	8
11	Seniority.....	8, 9
12	Promotions and Staff Changes.....	9, 10
13	Layoffs and Recalls.....	10, 11
14	Hours of Work.....	11
15	Overtime.....	11, 12
16	Holidays.....	12
17	Vacations.....	12, 13
18	Sick Leave Provisions.....	13, 14, 15
19	Leave of Absence.....	15, 16
20	Payment of Wages and Allowances.....	16
21	Staff Benefits.....	16, 17
22	Self Funded Leave Plan.....	18, 19
23	Job Sharing.....	19, 20
24	Copies of Agreement.....	20
25	Term of Agreement.....	20
	Signatures.....	20

## SALARIES AND CLASSIFICATIONS

<b>SCHEDULE A</b>	Secretarial and Clerical.....	21
<b>SCHEDULE B</b>	Educational Assistants.....	22
<b>APPENDIX A</b>	Extract from Employment Standards Act • Pregnancy Leave.....	23, 24, 25

**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 President 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 join 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 President 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.

A bargaining unit member wishing to participate in Professional Growth may apply for a temporary vacancy within the bargaining unit and if successful will retain their permanent status and maintain all the rights of the current collective agreement.

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 President 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 programs 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.

12.03 Bargaining Unit Notification continued

- 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.
- 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. **Employees may make an annual request for a transfer to the Superintendent of Human Resources before March 1.**
- f) The President 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;

13.03 Notice of Layoff continued

- 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.

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.

ARTICLE 15 - OVERTIME continued

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 - A half-day before Christmas Day and a half-day before New Canada Day
Civic Holiday	Year's Day for employees who normally work during the Christmas Break

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

**ARTICLE 17 - VACATIONS** continued

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 <b>weeks</b>
After twelve years	Four weeks
After twenty-two years	Five weeks

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.

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:

<u>Completed Years of Continuous Service with this Board or a Predecessor of this Board</u>	<u>Percent</u>
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.
- (c) In the event that a member is serving in an OSSTF Provincial position, the employer agrees to grant the member a leave of absence to a maximum of one (1) year at no cost to the employer. Members on such leave shall continue to be an employee of the employer and shall receive full salary and benefits. The Union shall reimburse the employer for the full salary and all benefits paid to the member during the leave of absence pursuant to this article. The employee shall return to the position.

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 Pregnancy/Adoption Leave Sub Plan

**The Board will provide a pregnancy/adoption leave sub plan which will pay the weekly salary during the two-week waiting period up to the Employment Insurance entitlement.**

19.08 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.
- c) **An employee may apply to the Director of Education for an unpaid leave of absence for personal reasons for up to one year. The employee may participate in the benefit plans by paying 100% of the premium costs.**

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.

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.

### 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.
- 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 contrast 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.

## **23.00 - JOB SHARING**

- a) **Applications by employees who have full time positions or part time positions may be granted by the Employer upon request. Such applications must be made to the Director of Education or designate no later than March 1 for commencement the following year.**
- b) **An employee may apply to the Director of Education or designate for an extension of a part time position no later than March 1. Such applications may be granted.**

**23.00 - JOB SHARING** continued

- c) For the purposes of calculating the sick leave gratuity the salary will be the annualized salary.
- d) For the duration of the job sharing position the employee will be eligible for all benefits as outlined for part time employees.

**ARTICLE 24 - COPIES OF AGREEMENT**

**24.01 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 25 - TERM OF AGREEMENT**

**25.01 Effective Date**

This Agreement shall be binding and remain in effect from January 1, 1997 to August 31, 1998 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date of its desire to renew the Agreement.

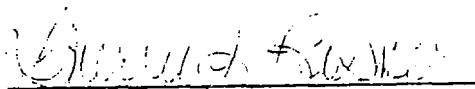
**25.02 Notice of Changes**

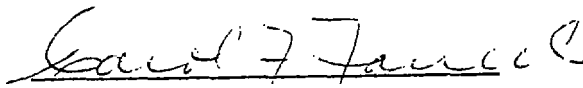
Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised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

**25.03 No Reprisals**

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

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

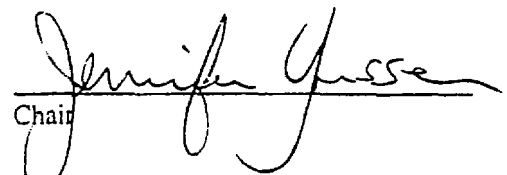
  
\_\_\_\_\_  
President


  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
OSSTF-ESS Representative

OSSTF-ESS  
January 1, 1997 to August 31, 1998

Signed on behalf of  
The Bruce County Board of Education

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Director of Education and Secretary

**LETTER OF UNDERSTANDING**

**Between**

**THE BRUCE COUNTY BOARD OF EDUCATION**

**and**

**OSSTF-ESS  
EDUCATIONAL SUPPORT STAFF**

**JOB SECURITY**

The Board agrees that for employees on staff September 1997, there will be no layoffs or reduction of hours of **work** during the term of this Collective Agreement.

**Dated:** October 14, 1997 at Chesley, Ontario.

The Bruce County Board of Education

Jennifer Yessie  
Paul A. Muntz

OSSTF-ESS

Carol F. Farnell  
Wendy Latendresse  
Kathleen Proctor

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, 1995

<u>*Years of Experience</u>	<u>CLASSIFICATION</u>		
	<u>I</u>	<u>II</u>	<u>III</u>
0	13.69	14.12	15.49
1	14.14	14.52	15.88
2	14.57	14.92	16.32

Effective July 1, 1998

<u>*Years of Experience</u>	<u>CLASSIFICATION</u>		
	<u>I</u>	<u>II</u>	<u>III</u>
0	13.96	14.40	15.80
1	14.42	14.81	16.20
2	14.86	15.22	16.65

Effective August 31, 1998

<u>*Years of Experience</u>	<u>CLASSIFICATION</u>		
	<u>I</u>	<u>II</u>	<u>III</u>
0	14.10	14.54	15.96
1	14.56	14.96	16.36
2	15.01	15.37	16.82

\* 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

<u>Effective January 1, 1995</u>		<u>Effective July 1, 1998</u>		<u>Effective August 31, 1998</u>	
<u>*Years of Experience</u>	<u>Hourly Rate</u>	<u>*Years of Experience</u>	<u>Hourly Rate</u>	<u>*Years of Experience</u>	<u>Hourly Rate</u>
0	13.53	0	13.80	0	13.94
1	14.04	1	14.32	1	14.46
2	14.53	2	14.82	2	14.97
3	14.92	3	15.22	3	15.37

\* 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.

## PAY EQUITY PLAN - ADDENDUM I

### Appendix A

Female Job Class	Male Comparator	Male Job Rate as of Dec. 1/92
<b>Classification I</b>		
Accounts Payable Clerk	Custodian	\$14.54/hr
Duplicating Clerk	Custodian	\$14.54/hr
Purchasing Clerk	Custodian	\$14.54/hr
Programs Secretary	Custodian	\$14.54/hr
Receptionist/Accounting Clerk	Custodian	\$14.54/hr
Second Secretary/Elementary	Custodian	\$14.54/hr
Third Secretary/Port Elgin-Saugeen Central	Custodian	\$14.54/hr
Secretary - General Office Duties/Secondary	Custodian	\$14.54/hr
<b>Classification II</b>		
Educational Assistants	Custodian Lead Hand	\$14.84/hr
Single Secretary/Elementary	Custodian Lead Hand	\$14.84/hr
Second Secretary/Port Elgin-Saugeen Central	Custodian Lead Hand	\$14.84/hr
Attendance Secretary/Secondary	Custodian Lead Hand	\$14.84/hr
Guidance Secretary/Secondary	Custodian Lead Hand	\$14.84/hr
Secretary Purchasing	Custodian Lead Hand	\$14.84/hr
Secretary Maintenance	Custodian Lead Hand	\$14.84/hr
Secretary Audio-Visual (2)	Custodian Lead Hand	\$14.84/hr
Secretary Transportation	Custodian Lead Hand	\$14.84/hr
Secretary Accounting	Custodian Lead Hand	\$14.84/hr
Secretary Student Services	Custodian Lead Hand	\$14.84/hr
<b>Classification III</b>		
Payroll Assistant (2)	Certified Tradesperson	\$16.63/hr
Head Secretary/Elementary	Certified Tradesperson	\$16.63/hr
Head Secretary/Secondary	Certified Tradesperson	\$16.63/hr



## 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 INEFFECT.

### 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.