

This Agreement

Between:

SIMCOE COUNTY DISTRICT SCHOOL BOARD
(hereinafter called the "Employer")
of the first part

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter called the "Union")
of the second part

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

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

NOW THEREFORE THIS AGREEMENT **WITNESSETH:**

ALPHABETICAL INDEX

| <u>Subject</u> | <u>Article</u> | <u>Page</u> |
|--|----------------|-------------|
| Arbitration.. .. . | 9 | 7 |
| Definitions.. .. . | 4 | 2 |
| Discharge Cases.. .. . | 10 | 6 |
| Employee Benefit Plans | 21 | 33 |
| Employee/Management Committee | 23.05 | 37 |
| General | 23 | 36 |
| General Purpose | 1 | 1 |
| Grievance Procedure | 6 | 5 |
| Hours of Work and Overtime | 20 | 31 |
| Inclement Weather.. .. . | 17.17 | 24 |
| Job Postings | 15 | 17 |
| Jury/Witness Duty | 17.15 | 24 |
| Lay-off and Recall | 14 | 11 |
| Leaves of Absence.. .. . | 17 | 20 |
| Management Grievances | 11 | 9 |
| New Classifications | 24 | 38 |
| No Strikes or Lockouts | 5 | 3 |
| Pregnancy/Parental Leave.. .. . | 17.06 | 21 |
| Probationary Employees | 12 | 9 |
| Professional Development/Inservice Training | 17.14 | 23 |
| Recognition | 2 | 1 |
| Relationship.. .. . | 3 | 1 |
| Reservation of Management Function | 6 | 3 |
| Seniority | 13 | 9 |
| Sick Leave.. .. . | 18 | 25 |
| Staff Holidays | 22 | 35 |
| Temporary Assignments | 20.07 | 33 |
| Termination | 25 | 38 |
| Union Grievance Committee and Stewards | 7 | 4 |
| Vacations with Pay.. .. . | 19 | 27 |
| Wages.. .. . | 16 | 19 |

ARTICLE 1: GENERAL PURPOSE

- 1.01** The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees concerned, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working **conditions**, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2: RECOGNITION

- 2.01** The Employer **recognizes** the Union as the sole collective bargaining agent for all its **office, clerical** and **technical** employees and educational assistants, save and **except** supervisors, persons above the rank of supervisor, students employed **during** the school vacation period, employees covered by a subsisting collective agreement with **C.U.P.E., Local 1310**, executive secretaries, all persons employed in a confidential capacity in the Employee Services Department, academic consultants, special education coordinator, and all persons covered by the School Boards and Teachers Collective Negotiations Act.

ARTICLE 3: RELATIONSHIP

- 3.01** The parties hereto agree that any employee of the Employer covered by this Agreement may become a member of the Union if **he/she** wishes to do so, and may refrain **from** becoming a member of **the** Union **if** he/she so desires.
- 3.02** The **Employer** agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.
- 3.03** The Union agrees it will not discriminate against, **coerce** or restrain any employee **because** of **his/her** membership or non-membership, his/her activity or his/her lack of **activity** in the **Union**, and **recognizes** that membership in the Union is a voluntary act on the **part** of the employee concerned.
- 3.04** It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the Employer's premises without obtaining the prior permission of the Employer. Provided the normal procedure is followed, the Employer will grant a permit to the Union for the use of its premises and facilities for the purpose of membership and Executive Board Meetings without payment **therefor** unless extra custodial services are required.

3.05 During the lifetime of this Agreement and as a condition of employment the Employer shall deduct from the pay of all employees covered by this Agreement on the first pay day of each calendar month, whatever sum may from time to time be **authorized** by the Union as regular monthly dues and shall remit Same prior to the middle of the following month to the treasurer of **the** Union. The said sum shall be accepted by the Union as the regular monthly dues of those employees who have or who become members of the Union and the sum so deducted from non-members of the Union shall be treated as their contributions to the expenses of maintaining the Union.

ARTICLE 4: DEFINITIONS

4.01 "Full-time employee" means an employee employed on a permanent basis who works the regular hours of work per week and **includes** those So employed on a school year basis.

4.02 "Part-time employee" means an employee employed on a permanent basis who works fess than the regular hours of work per week and includes those so employed on a school-year basis.

4.03 A "temporary employee" is an employee hired on a temporary basis for:

- (a) special projects or during periods of heavy workload, or
- (b) in cases of emergency, or
- (c) **for replacement for employees** absent due to **illness** or accident, or **for** other similar purposes, or
- (d) for replacement for employees on leave of absence, or
- (e) for replacement for an employee temporarily transferred or absent from his/her position under Article **15.01, 17.18, 20.07** and **20.08**, or
- (f) during a period of evaluation to **determine** if a student requires the assignment of an Educational Assistant, or
- (g) positions that are temporarily funded by an external **organization**, or
- (h) filling a vacancy during the posting or bumping process, or
- (i) Educational Assistant positions, which shall not exceed **15%** of the total assigned positions that are in excess of the Board's initial approved budget.

It is understood and **agreed** that temporary employees may be employed on a full or part-time basis. A temporary employee will not be employed for a period of more than ninety **(90)** consecutive days without the consent of both parties.

Notwithstanding Article **12.01**, temporary employees shall not acquire seniority and shall not have any **seniority** for the purposes of this Agreement. They shall be **entitled** to the wage rates and overtime provisions set forth in this Agreement, but are not entitled to any of the **benefits** set forth in Articles **18** and **21**.

In the event that a temporary employee becomes employed on a permanent basis, he/she **will** upon completion of the probationary period, be credited with **seniority** dating back to the commencement of the most recent period of continuous employment. **T h e a f o r e m e n t i o n e d p r o b a t i o n a r y p e r i o d w i l l c o m m e n c e a s O f t h e d a t e O f p e r m a n e n t t r a n s f e r / a s s i g n m e n t .**

A Board initiated shutdown, or an employee initiated absence of three **(3)** days or less will not **be** considered as an interruption of the most recent **period** of continuous employment. All **other** periods of time without earnings will be considered to be a break in continuous employment.

ARTICLE 5: NO STRIKES OR LOCKOUTS

- 5.01** In view of the orderly procedures established by this Agreement for the settling of disputes, and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strike, picketing, slowdown, or stoppage of work, **either** complete or partial, and the Employer agrees that **there** will be no lockout.
- 5.02** The Employer shall have the right to discharge or otherwise discipline employees who take part in, or instigate any illegal strike, picketing, stoppage or slowdown, but a **claim** of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article **8**.
- 5.03** Should the Union **claim** that a cessation of work constitutes a lockout, it may take the matter up with the Employer as provided in Step No. 3 of **Article 8**.
- 5.04** The Union further agrees that **it** will not **involve any employee** of the Employer, nor the Employer itself, in any dispute, which may arise between any other employer and **the** employees of such other employer.

ARTICLE 6: RESERVATION OF MANAGEMENT FUNCTIONS

- 6.01** The Union acknowledges it is the exclusive function of the Employer to:
- (a) maintain order, discipline and **efficiency**;

- (b) hire, classify, transfer, promote, demote and lay off employees and **also** to suspend, discipline or discharge employees for just cause, provided that a **claim** by an employee who has acquired seniority that he/she has **been** discharged, suspended, or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

- 6.02 The Union further **recognizes** the right of the Employer to operate and manage **its** schools and operations in all respects in accordance with its **commitments** and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, buildings and equipment are **solely** and **exclusively** the responsibility of the Employer. The Employer **also** has the right to make and alter from time to time rules and regulations to be **observed** by the employees, but before altering any such rules the Employer will discuss same with the Union Grievance Committee and give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.
- 6.03 None of **the** rights set forth in this **Article** will be **exercised** in a manner inconsistent with the provisions of this Agreement.

ARTICLE 7: UNION GRIEVANCE COMMITTEE AND STEWARDS

- 7.01 (a) The Employer agrees to **recognize** six **(6)** stewards to be selected by the Union and to **recognize** a Grievance Committee which shall consist of the Local President and any two **(2)** stewards. The Union agrees to advise the **Employer** of **the** names of the local president and the stewards. All stewards shall be regular employees of the Board who have completed the probationary period.
- (b) **It is the** intention of the parties to have the steward for each administrative area process the grievances in that area. When the steward for the area is unable to act because of illness, vacation, or other **conflict** of interest, the Employer will **recognize** a replacement steward provided that the steward is selected with a view to **minimizing** travel time and work disruption.
- 7.02 The Employer undertakes to instruct all members of its supervisory staff to cooperate with the stewards and Union officers in the carrying out of the terms and requirements of this Agreement.
- 7.03 The Union undertakes to secure **from** its officers, stewards and members their cooperation with the Employer and with all persons representing the Employer in any supervisory capacity.

7.04 The **privilege** of stewards and members of the Grievance Committee to leave their work without loss of basic pay to attend to Union business is granted on the following **conditions**:

- (a) The Union agrees that **committee** members and executive members have regular duties to perform in connection with their employment, and only such time as is reasonably necessary will be taken to service the grievance.
- (b) The time shall be devoted to the prompt handling of necessary Union business.
- (c) The stewards and members of the Grievance Committee concerned shall obtain the permission of the **supervisor** concerned before leaving their work. Such permission shall not be unreasonably withheld.
- (d) The time away **from** productive work shall be reported to the supervisor so that a proper **record** of same may be kept.
- (e) The Board **reserves** the right to limit such time if it deems the time so taken to **be** excessive.

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 (a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

(b) No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten **(10)** full working days **before** the filing of the grievance.

It is understood that an employee has no grievance until the matter has been referred to **his/her** immediate supervisor and an opportunity given to adjust the complaint.

(c) In the computation of time in Articles **8, 9** and **10**, Saturdays, Sundays and staff holidays shall not be counted.

(d) The **time** limits contained in the Grievance Procedure may be extended by mutual agreement between the parties.

A grievance of an employee properly arising under this Agreement shall be adjusted and **settled** as follows:

Step No. 1:

The aggrieved employee shall present his/her grievance in writing to his/her **immediate supervisor** outside the bargaining unit who shall then arrange a meeting to discuss the **grievance** within a period of five **(5)** days **after** the presentation of the grievance to **him/her**. The **employee** shall have the assistance of his/her steward at this meeting if the employee so desires. The immediate **supervisor** shall give his/her answer in writing within a period of five **(5)** days of the said meeting. If the answer is not satisfactory to the **employee** or if no answer is given then the next step in the grievance procedure may be taken at any time within five **(5)** days after receipt of **the** said answer.

Step No. 2:

The aggrieved employee may submit his/her grievance to the **Superintendent** of Employee **Services** or **his/her** nominee, who shall then arrange a meeting to discuss the grievance within a period of five **(5)** days. The griever and grievance **committee**, the appropriate **supervisor**, the Superintendent of **Employee Services**, or nominee, and the **Employee Services** Manager may attend this meeting. The decision from said meeting shall be rendered within five **(5)** days. Should the decision not be satisfactory to the employee then the next step in the Grievance Procedure may be taken at any time within five **(5)** days of the receipt of the decision.

Step No. 3

The aggrieved **employee** may submit his/her grievance in **writing** to the Chief Executive **Officer** of the Board. The grievance notice shall contain the complete grievance, listing all **clauses** alleged to have been violated by specific number and shall not **be** expanded upon after submission. The settlement requested must be detailed in the grievance.

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

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

- 8.02** When an employee **covered** by this Agreement is called to the **office** to be interviewed concerning any matter which might reasonably be anticipated to result in the discipline or discharge of the employee, he/she may be accompanied by a member of the Union Executive if **he/she** so desires.
- 8.03** **Notwithstanding** Articles **8.01** and **9.01** should the **grievor** and/or the Union fail to abide by the **time** lines **specified** in Articles **8** and/or **9** the Parties will deem **the** matter to be abandoned.

ARTICLE 9 -ARBITRATION

- 9.01** (a) Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has **been** properly carried through all the steps of the grievance procedure outlined in Article **8**, and if which has not been settled, will be **referred** to a single Arbitrator at the request in writing of the party which initiated the grievance.
- (b) Notwithstanding **9.01** (a) the parties may mutually agree to refer the grievance(s) to a Board of Arbitration.
- (c) **Notwithstanding 9.01** (a) and **9.01 (b)** above a grievance involving discharge may be referred to a Board of Arbitration at the request of either party.
- 9.02** Should the parties fail to agree on a person to be the Single Arbitrator referred to in Article **9.01** (a) within thirty **(30)** calendar days of the notification mentioned in **9.01** (a), the Ministry of Labour will be asked to nominate a person to act as the Single Arbitrator.
- 9.03** Should the parties agree to refer the grievance to a Board of Arbitration, the following will apply:
- (a) The Board of Arbitration will be **composed** of one person appointed by the Employer, one person appointed by the Union and a third person to **act** as Chairperson chosen by the other two members of the Board.
- (b) **Within five (5) days of the** request by **either** party for a Board, each party shall **notify** the other of the name of its appointee.
- (c) Should **the** person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third person within **seven (7) days of the notification** mentioned in Section **9.03 (c)**, the Minister of Labour for the Province of Ontario will **be** asked to nominate a person to act as Chairperson.

- 9.04** The decision of the Single Arbitrator or the Board of Arbitration constituted in the above manner shall be final and binding on both parties. If the Board of Arbitration is unable to determine a unanimous award, the award of the Chairperson shall govern unless the nominees are agreed on a different result.
- 9.05** The Single Arbitrator, or the Board of Arbitration, shall not have any power to alter or change any of the provisions of this Agreement nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.06** Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and its own witnesses and attendees and the **parties will** jointly bear the expenses, **if** any, of the Chairperson or of the Single Arbitrator.
- 9.07** No person shall be selected as an **arbitrator** who has been directly involved in attempts to negotiate, or to **settle** the grievance.

ARTICLE 10: DISCHARGE CASES

- 10.01** (a) In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- (b) Notwithstanding **10.01** (a), an employee who has not attained seniority may be discharged and a lesser standard of just cause will apply.
- 10.02** All such cases shall be taken up within five **(5)** days and disposed of within seven **(7)** days (or such longer period as may be mutually agreed upon) of the date the employee is notified of the discharge, except where a case is taken to arbitration. A claim by an employee that he/she has been unjustly discharged shall be treated as a grievance as defined by Article **10.01** if a written statement of such grievance is lodged with the Employee Services Manager within five **(5)** days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the Grievance Procedure prior to Step No. 3 may be omitted in such cases.
- 10.03** Such special grievances may be settled by confirming the Employer's action in dismissing **the** employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.
- 10.04** **All** documentation with respect to discipline will be removed **from** an employee's file after five **(5)** years from the date the discipline was taken providing that:
- (a) there has been no further disciplinary action taken against the employee for any infraction, and

- (b) the discipline was not a suspension of 3 or more days, and
- (c) the employee requests the removal of the documentation upon the **expiry** of the **five-(5)** year period.

ARTICLE 11: MANAGEMENT GRIEVANCES

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

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

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

ARTICLE 12: PROBATIONARY EMPLOYEES

- 12.01**
- (a) New permanent full-time employees shall serve a probationary period of three **(3)** consecutive months in the same position. New permanent part-time employees whose permanent **FTE** is **.5** or less will serve a probationary **period** of six **(6)** consecutive months in the same position.
 - (b) The determination of full, or part-time for the purpose of Article **12.01** (a) will be determined at the time of hire as a permanent employee.
 - (c) An employee who is absent for more than three **(3)** consecutive working days will have their probationary period extended by the number of days absent.

ARTICLE 13: SENIORITY

13.01 Seniority shall be the length of service with the Board and predecessor Boards.

- 13.02**
- (a) The Board will supply the Union in January of each year with a copy of the

- 13.02
- (a) The Board will supply the Union in January of each year with a copy of the Seniority List for each location, the Local President and for each steward **recognized** under Article 7.01. Such list shall show each employee's name, current permanent classification, start date, seniority date and current location.
 - (b) Such lists shall be subject to challenge for a period of two **(2)** months failing which they shall be considered to be correct for all purposes. The employee may only challenge seniority **gained** since the last publishing of the list.
 - (c) Following each pay the Board shall provide to the Local President all additions, deletions or amendments to the list including the names of employees recalled or laid-off.

13.03 Seniority status, once acquired, will be lost for the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for just cause and not subsequently reinstated through the grievance or arbitration procedures.
- (c) Layoff in excess of one **(1)** year unless the layoff is a reduction in hours and the employee remains at work.
- (d) Failure to signify intention to return to work within three **(3)** working days of the receipt of the notice of recall which shall be in writing, registered mail, addressed to the last known address **according** to the records of the Employer, and failure in fact to return to work within a further five **(5)** days. An employee who so fails shall forfeit his/her claim to **re-employment**.
- (e) Absence due to approved voluntary leave, illness, accident or compensable claim (Workplace Safety and Insurance Board) that exceeds 2 years **from** date of original absence. Nothing in this article is intended to contravene the Human Rights Code.
- (f) An employee who has lost seniority in accordance with Article 13.03 (a), **(b), (c)** and **(d)** will be terminated.

- 13.04
- (a) (i) An, employee who **is** absent. due to an illness, accident, compensable claim (Workplace Safety and insurance Board) or on leave under article 17.01 (a), shall continue to accumulate seniority for a period of up to two **(2)** years.
 - (ii) An employee as described in **13.04(a)(i)** will retain his/her seniority until he/she loses same pursuant to Article **13.03 (e)**.

(iii) An employee who is absent due to illness, accident or compensable claim (Workplace Safety and Insurance Board) and who is fit to return to work shall have his/her seniority **re-instated** upon **his/her** return to work (at **pre-injury** or accident level). Nothing in this **article** is intended to contravene the Human Rights Code.

(b) An employee who has been absent due to approved voluntary leave, illness, accident or compensable claim (Workplace Safety and Insurance Board) shall for a period of two years from date of original absence, be eligible to return to **his/her** original or a comparable position consistent with his/her seniority, qualifications, physical capabilities to perform the work and permanent hours.

(c) (i) Should the absence extend beyond two years the employee shall be eligible, upon recovery, to return to the **first** available vacancy consistent with his/her seniority, qualifications, physical capabilities to perform the work and permanent hours. The offer of such vacancy **will** be made prior to the posting of such vacancy and recall of any laid off employees.

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

13.05 In the event that an employee in a position beyond the scope of this Agreement is returned to a position within the scope of this Agreement he/she shall retain any seniority he/she had previously acquired in the bargaining unit but the employee shall not have added thereto any seniority for the period of time he/she served in the **position** beyond the scope of this Agreement. Upon being transferred to a position within the scope of this Agreement the employee shall be placed in a job consistent with his/her **seniority** and qualifications **provided** such placement shall not result in the lay-off or displacement of an employee having equal or greater **seniority**.

ARTICLE 14: LAY-OFF AND RECALL

14.01 (a) In all cases of lay-off or recall **from** lay-off, employees' seniority shall govern provided that the employee has the capabilities to do the work in question.

(b) A partial reduction of **.5 FTE** or more in an employee's hours of work due to declining enrolment shall be considered to be a lay-off under Article **14**.

- (c) The application of Article **14.02** may result in a determination by the Employer, of an employee's qualifications to bump an identified **employee**. Such determination will be discussed with the Union President, or designate, however, the final determination will be made by the Employer and such determination is not **grievable** by either employee if the employee has met the qualifications of the job.

14.02

For the purpose of Article **14.01** the following procedure shall be followed in the event a permanent employee, other than Educational Assistants, **is** declared surplus:

- (a) Seniority shall prevail.
- (b) The Employer shall identify the position(s) to be declared surplus and notify the incumbent employee(s).
- (c) The incumbent employee in the position so identified may in order of seniority elect to accept an available vacancy within the same classification at the same or lesser **FTE** or may bump the person with the least seniority in their District or, at the option of the employee, the County, whose permanent **FTE** is nearest to, but not greater than their permanent **FTE**,
 - (i) within their own classification.
 - (ii) failing the employee being able to bump in accordance with (c) (i) above then they may bump the person with the least seniority, in their own job pay rate (maximum), whose permanent **FTE** is nearest to, but not greater than their permanent **FTE**, providing that the employee has the capability to do the work in question.
- (d)
 - (i) In the event that the employee is unable to bump an employee as defined in (c) (i) or (c) (ii) above then the employee may bump the person with the least seniority, whose permanent **FTE** is nearest to, but not greater than their permanent **FTE**, in a lower job pay rate (maximum) in the employee's District, or, at the employee's option, the County, providing that the employee has the capabilities to do the work in question.
 - (ii) An employee bumping into a lower job pay rate will be paid their current pay rate or, the maximum pay rate for the new position, whichever is the lower.

- (e) (i) An employee who has been declared surplus, in accordance with Article 14 and who desires to bump another employee, must notify the Employee Services Department of such desire no later than 1:00 p.m. of the working day following the notice of their displacement/redundancy. Such notice may be verbal to be confirmed in writing.
- (ii) An employee who has been bumped in accordance with Article 14.02 and who desires to bump another employee must notify the Employer of such desire immediately unless an extension of time is given by the Employer.
- (f) Failing placement in (c) (i), (c) (ii) or (d) (i) above the affected employee shall be laid off subject to Article 14.04.
- (g) An employee who has been displaced under (c) (i), (c) (ii) or (d) (i) above shall have the same rights under this Article/procedure.
- (h) Employees declared surplus or bumped are only entitled to displace other employees of equal or of less full-time equivalency.
- (i) An employee advised of their bumping or vacancy options as detailed in Article 14.02 and 14.03 must make their decision immediately unless an extension of time is given by the Employer.
- (j) An employee who has accepted a vacancy, or who has elected to bump another employee at an equal or lesser full-time equivalency than their permanent position, or who has accepted a reduction in hours will have no further rights under Article 14 unless they are subsequently bumped or declared surplus.

14.03

For the purposes of Article 14.01 the following procedure shall be followed in the event a permanent Educational Assistant is declared surplus:

- (a) Where a position(s) may no longer be available by reason of shortage of work or funds, the Employer will identify the position(s) and the Educational Assistant(s) affected. The junior Educational Assistant(s) in the school, based on seniority, will be the affected Educational Assistant(s) provided the remaining Educational Assistant(s) have the necessary qualifications/skills to fill the remaining positions.
- (b) The employer will attempt to place the Educational Assistant(s) identified in (a) by offering, according to seniority, available permanent vacancies for which the Educational Assistant(s) is qualified, within the same school district. If there is not a permanent vacancy available at the same FTE, a lesser FTE vacancy will be offered if available.

- (c) An Educational Assistant(s) identified in (a) who has not been transferred in accordance with (b) will be considered as potentially redundant.
- (d) Should the potentially redundant Educational Assistant want to bump, a notice of lay-off will be given to the most junior Educational Assistant(s) in the school district whose permanent FTE is nearest to but not greater than the redundant Educational Assistant's FTE providing the potentially redundant Educational Assistant(s) has the qualifications to replace the most junior Educational Assistant(s). This process will continue within the school district in order to identify a **position** for which the potentially redundant Educational Assistant(s) is **qualified**. The Educational Assistant(s) must accept the identified position or accept lay-off.
- (e) The Educational Assistant(s) who has been laid-off in accordance with (d) will be offered permanent vacancies for which the Educational Assistant(s) is qualified, in his/her (a) district, (b) county in accordance with Article 14.01. If there is not a permanent vacancy available at the same FTE, a lesser FTE vacancy will be offered if available.
- (f) Sections (b) and (e) will be applied, notwithstanding Article 15.01, prior to a permanent vacancy being posted and the application of the Letter of intent regarding transfers.
- (g) The above procedure will be coordinated by the Employee Services Department who will notify the President of the Local when notices of lay-off are issued under Section (d).
- (h) An Educational Assistant who accepts a vacancy or who has accepted a reduction in hours or who has elected to bump another employee will have no further rights under Article 14 unless they are subsequently bumped or declared surplus.

14.04

- (a) (i) Articles 14.01, 14.02 and 14.03 do not apply to a temporary shutdown that results in a temporary lay-off of an employee to a maximum cumulative lay-off period of seven (7) weeks in any year or to a lay-off of five (5) consecutive days or less. A year for the purposes of this Article shall be defined as September 1st of the one year to August 31st of the following year.
- (ii) Employees will be required to **utilize** their vacation to **cover** off any Board initiated temporary shutdowns. This requirement may be waived by the Employer.
- (iii) When an employee runs out of vacation entitlement during a temporary shutdown, the employee will be placed on a temporary lay-off.

- (b) (i) School year/ten (10) month employees absence as a result of Christmas, Winter, Summer or similar Break in a modified school calendar will not activate Article 14.
- (ii) For purposes of Article 14, school year employee means a ten month employee who is not at work by reason of Christmas, Winter or similar Break in a modified school calendar and the summer vacation period.

14.05

- (a) When the Employer has identified a surplus position(s) under Article 14.02(b) the Employer will notify the Local President of that position(s).
- (b) The Local **President** may, upon **receiving** the notice in Article 14.05 (a), request a meeting of the Employee/Management Committee to review the implementation of Article 14.02 as it pertains to the affected position(s).
- (c) Notwithstanding 14.05 (b), the Employer will proceed with the implementation of Article 14.02 as it pertains to the affected position(s).
- (d) Employees with seniority laid off under Articles 14.01, 14.02 and 14.03 will be given two (2) weeks written notice of such lay-off for each full year of seniority to a **maximum** of twelve (12) weeks of notice. The effective date of the layoff may be extended by the Employer without requiring a new notice period.
- (e) (i) During the notice period referred to in Article 14.05 (d) above, the **notified** employee with three (3) or more years seniority will be provided with an opportunity to upgrade his/her employment skills by attending an employee training program listed in the current Training Sessions Schedule, for a maximum of five (5) days (based on the employee's **FTE** day at the time of the lay-off notice), in order that the employee may **qualify** for available vacancies within the bargaining unit.
- (ii) A **copy** of the current Training Sessions Schedule will be sent, upon request by the employee, to each employee entitled to training under Articles 14.05 (e) and (f).
- (f) An employee with three (3) or more years of seniority may, during the period of **time** he/she is on lay-off and retains seniority rights as defined in Article 13.03 (c), attend a regularly scheduled Board employee training program as listed in the current Training Sessions Schedule provided the Board has an available vacant seat in the respective **session** as determined by the Board. Attendance at the session(s) will be without pay and without **benefits** and will not be considered as a recall under Article 14.07.

(g) An employee who has received training under Article **14.05 (e)** and **(f)** Will not be entitled to use such training to increase their **qualifications** in order to bump another employee during the current lay-off period.

14.06 Employees on temporary lay-off under Article **14.04** (a) shall continue to accumulate seniority during such absence **from** work.

14.07 (a) (i) Notwithstanding Article **15.01** an employee on lay-off, or on notice of lay-off under Article **14** will, prior to a notice of permanent vacancy being posted, be offered a permanent vacancy within their classification **from** which they were laid-off and at the same or lesser **permanent FTE** prior to lay-off, for which they have the capabilities to perform the work in question, during the period of time they retain their seniority rights. Should more than one **(1)** employee be qualified, the vacant position(s) will be offered in order of seniority.

(ii) Notwithstanding **14.07(a)(i)** should there be a part-time employee in the same classification at that location who is senior to the laid-off employee then a portion of the vacancy will be first offered to that employee prior to implementing **14.07(a)(i)**, in order to bring that employee to full-time status. Should there be another senior employee at that location, that employee will then be offered any remaining time.

(b) The employee may decline to accept the position to which the employee has been recalled without losing recall rights unless the position is the position from which the employee was laid off.

(c) Where an employee declines to accept the position, the next senior employee on lay-off with the capabilities to perform the work in question will be offered the position until all laid off employees have been contacted.

(d) Where vacant positions have been offered and have been declined, as per Article **14.07 (b)** and **14.07 (c)**, the vacancy will be posted as per Article **15**.

(e) Employees recalled under Articles **14.07 (b)** and **14.07 (c)** will be paid in accordance with the classification they have been recalled to at the same wage step that they were in prior to lay-off.

(f) An employee who has been recalled under this Article to a classification other than the classification **from** which the employee was laid off, shall be entitled to claim any permanent vacancy in the employee's former classification for a period of one **(1)** year from the effective date of the individual's recall.

- (g) Employees are required to respond to recall notices in accordance with Article 13.03 (d).
- 14.08
- (a) **Notwithstanding** Article 15.01 an employee on lay-off will, prior to a notice of temporary vacancy being posted, be offered a temporary vacancy which at the time of the vacancy is anticipated to exceed six (6) weeks **within** their **classification** (from which they were laid-off) and at the same or lesser **FTE** prior to lay-off, for which they have the capabilities to perform the work in question, during the period of time they retain their **seniority rights**. Should more than one (1) employee be qualified, the vacant position(s) will be offered in order of **seniority**;
 - (b) A notice of temporary recall will be given verbally by the Employee Services **Officer** or designate to the last known telephone number of the employee according to the records of the Employer. The Employer will make three (3) attempts to contact the employee within a twenty-four (24) hour period after which the Employer will proceed to offer the position to the next **senior** employee;
 - (c) An employee recalled to a temporary **vacancy** retains all rights under article 14.07.
 - (d) An employee recalled under this article to a temporary vacancy shall have their one year recall entitlement period suspended during their period of recall. When the temporary assignment ends the employee will be returned to lay-off status, without notice, and the one year recall **entitlement period** will recommence. The period on temporary recall will not be counted in the one year calculation.

ARTICLE 15: JOB POSTINGS

- 15.01
- (a) When a permanent vacancy occurs, or a temporary vacancy occurs [as defined in Article 15.01(c)] or a new position is created inside the bargaining unit, the Employer shall post a notice of the position in a suitable location for a minimum of **five (5)** days and supply one (1) **copy** to the Union President **in** order that all employees, excluding probationary and temporary employees, will know about the position and be able to make written application therefore.
 - (b) Temporary vacancies which, at the time of the vacancy, are anticipated to exceed six (6) months shall be posted. Only the original position shall be posted. Upon the completion of the temporary assignment the employee shall be returned to his/her former position and wage level. A successful candidate to a temporary posting may not apply to another temporary posting until the temporary assignment has been completed.

- (c) Notwithstanding **15.01(a)**, during July and August when schools are **closed** postings of job vacancies will be sent to the Local President and Area Stewards
- (d) Notwithstanding **15.01(a)**, in a school with more than one **(1)** part-time Clerk/Stenographer or **Office** Assistant position where there is a **part-time** vacancy, such vacancy or part thereof, may be assigned to that part-time person in the same classification. if there is more than one eligible employee the vacancy will be offered to the most senior eligible employee and if declined the time will then be offered progressively to the least senior eligible employee who must accept the additional hours. Any such offer must not result in an **FTE** greater than **1.0**.

15.02 Such notice shall contain the following information:

- (i) nature of position and location;
- (ii) qualifications;
- (iii) required knowledge and education;
- (iv) skills;
- (v) wage or salary rate or range.

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

- (i) Ability to perform the work;
- (ii) Physically able to do the job;

It is understood that where the qualifications referred to in factors **(i)** and **(ii)** above are relatively equal, then the employee with the greatest seniority shall be appointed. The Board shall evaluate factors **(i)** and **(ii)**; and factor **(i)** shall be considered to include, for the purpose of judging ability, the relevant elements such as skill, experience, knowledge, training and work record with the Board.

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

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

- 15.05** **(a)** The successful candidate on the job posting to a higher classification shall be paid at the lowest wage level of the new classification that would result in a rate increase. If the new classification is in the same Pay Group as per Schedule A the new wage level must result in a rate increase of at least **3%** over the former level but not to exceed the maximum rate of the classification.
- (b)** The successful candidate to a job posting for a lower, or equal **classification** will be paid his/her current rate or the maximum rate for the new position, whichever is lower.
- 15.06** **(a)** A successful applicant to a job posting shall be placed on trial in the new position for a period of three **(3)** consecutive calendar months. In the event the employee **proves** unsatisfactory in the position, or the employee feels unable to perform the duties of the new **position** during the aforementioned trial period, the employee will be returned to his/her former position at the employee's previous hourly rate. The implementation of this sequence of events may result in the lay-off of an employee in accordance with Article **14**.
- (b)** An employee who does not successfully complete the trial period and returns to his/her original position will not, for a period of one year, be **eligible** to use his/her seniority under **article 15.03** when applying for another job **posting** in that classification.
- (c)** The trial period referred to in Article **15.06(a)** is not for the purpose of allowing an employee to attain the **capabilities** required for the posted vacancy.
- 15.07** After a position has been posted and if the person selected for that position leaves that position within three **(3)** calendar months, the position need not be **reposted**. An employee shall be selected in accordance with Article **15.03** from the qualified candidates who made application for the position at the time of the original posting.

ARTICLE 16: WAGES

- 16.01** **(a)** During the **lifetime** of this Agreement the Employer agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "A" attached hereto, which is hereby made a part of this Agreement.
- (b)** Notwithstanding **16.01** (a), any wage adjustment required under the Pay Equity Act will be made in accordance with the Act, and the changes will be reflected in a revised Schedule "A" agreed to by both parties.
- (c)** Effective September **1, 2000** Schedule **A2** will apply to all new employees hired to positions after that date.

- (d) Effective January 1, 2003 Schedule **A2** will apply to all employees.
- (e) Notwithstanding Article **16.01(d)** permanent employees hired prior to September 1, 2000 who are not at maximum on January 1, 2003 will be red-circled until their rate reaches maximum.
- 16.02** Pay days shall be every second Friday.
- 16.03** Secretarial staff required to use spoken and **written** French in the **course** of their work will, effective January 1, 1987, receive an allowance of twenty-five **(25)** cents per hour.
- 16.04** (a) A premium of thirty-five cents **(\$.35)** per hour shall be paid for all hours worked on the afternoon **shift**.

(b) An afternoon shift is a shift that **commences after 4:00** P.M.

(c) The premium in **16.04** (a) is not to be added to the employee's rate when calculating overtime.
- 16.05** Each employee covered by this collective agreement shall provide to the Board the name of his/her bank or trust company and the account number to which payment will be made by direct deposit.
- 16.06** Where, due to declining enrolment or circumstances beyond the control of an employee, he/she is reclassified to a lower rated position, the employee shall maintain his/her former rate of pay **until** the rate for his/her new position is at least equal to his/her former rate.

ARTICLE 17: LEAVES OF ABSENCE

- 17.01** (a) The Employer may grant a leave of absence in writing to employees for periods without pay and without loss of seniority. Any request for leave of absence shall be in writing and such request shall specify a start and an end date which can only be changed by mutual agreement. A request for an extension shall not be unreasonably denied.

(b) Employees who fail to return on the specified date, without prior **authorization**, will be terminated.
- 17.02** An employee granted a leave of absence who uses such absence for a different purpose than that for which it was granted shall be deemed to have terminated his/her employment.

17.03 Accumulated sick leave is used to **cover** absences due to illness. On the request of the **O.P.S.E.U.** member, and with the prior approval of the supervisor, it may be used to **cover** the following absences of a special nature:

- (a) community or public service of an emergency nature - (not for regularly scheduled or normal events falling during the school day).
- (b) serious accident or illness in the immediate family for sufficient time to alleviate the emergency condition.
- (c) emergency 'medical or dental **appointment**.
- (d) education examinations involved with the **O.P.S.E.U.** member's professional qualifications.
- (e) graduation from a community college or university Involving the **OPSEU** member, the member's spouse, child or parent.
- (f) one **(1)** day for attendance at the birth of the member's child.

17.04 In addition, on the request of the **O.P.S.E.U.** member and with the prior approval of the supervisor and the Employee Services Manager or designate, accumulated sick leave may be used to **cover** the following absences.

- (a) community or public service of a special nature (not for regularly scheduled or normal events falling during the school day).
- (b) unusual personal reasons not obviously covered by the above.

17.05 With the approval of the Employee Services Manager or designate, the following absences shall be without loss of salary or sick leave credits:

- (a) quarantine
- (b) **religious** holidays as approved by the Board to a maximum of three **(3)** days in a calendar year.

17.06 Pregnancy Leaves of Absence

Pregnancy leaves of absence shall be granted in accordance with the provisions of the Employment Standards Act and as augmented by this article.

17.07 Parental Leaves of Absence

- (a) Parental leaves of absence shall be granted in accordance with the **provisions** of the Employment Standards Act and as augmented by this article.

- (b) An employee who is granted a parental leave of absence for the Purpose of adoption may request and be granted an additional unpaid leave of absence of up to eight weeks. This additional unpaid leave of eight weeks is available to only one parent.

17.08 On the expiration of the leave outlined In **17.06** and **17.07**, an employee shall assume the same position as that held prior to the commencement of the leave. In the event the original position does not exist, the employee will be **re-assigned** to a comparable position In accordance with Articles **13** and **14**.

17.09 Paternity Leave

Paternity leave without pay shall be available to an applicant in accordance with the following:

- (a) advance notification shall be given to the Employee Services Manager concerning plans for said leave.
- (b) this period shall not exceed three **(3)** working days.

17.10 Bereavement Leave

- (a) When a death occurs in the immediate family of an employee, he/she shall be granted not more than three. **(3)** consecutive working days Bereavement Leave from his/her employment without loss of pay. Said bereavement leave shall commence during the period of time between the death and the day of burial. Immediate family is defined as mother, father, brother, sister, wife, husband, son, daughter, son-in-law, daughter-in-law, common law spouse, mother-in-law, father-in-law, grandchild, step-parent, step-child of the employee. Such bereavement leave shall be charged against the employee's accumulated sick leave credits.
- (b) When a death occurs to an uncle, aunt, brother-in-law, sister-in-law, ward, guardian, or grandparent of an employee, he/she shall be granted one **(1)** working day of Bereavement Leave from his/her employment without loss of pay, on the same terms and subject to the same conditions as are set forth in Section **17.10** (a). Upon request of the employee and approval of his/her immediate supervisor the bereavement leave may be extended to three **(3)** days if such time is required for the purpose of travelling.

17.11 Leave of Absence for Union Business

Upon written request received at least two **(2)** weeks in advance, leave of absence without pay and without loss of seniority will be granted to not more than six **(6)** employees, selected or appointed, to attend Union conventions or conferences for an aggregate of not more than thirty **(30)** employee-days in any calendar year. Not more than one employee shall be given such leave of absence from any one school at the same time.

17.12 Union Education Seminars

A leave of absence without pay and without loss of seniority may be granted to **attend** Union education seminars. A written request is to be made to the Employee Services Manager. The request should be made at least two **(2)** weeks in advance of the date of the seminar. Not more than one **(1)** employee shall be granted this leave of absence from any one work location at the same time.

17.13 Leave for Public Duties

The Employer **recognizes** the rights of employees to **participate** in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of **seniority** and **without** pay so that employees may be candidates in a Federal, Provincial, or Municipal election.

17.14 Professional Development and In-Service Training

- (a) An employee may, upon written application and with the approval of the Employee Services Manager, be granted leave without loss of salary or sick leave credits to participate in professional development programs. Application should be made at least two weeks in advance of the effective date of the leave.
- (b) The **opportunities** to participate in professional development programs, and in-service training programs, shall be distributed fairly amongst employees but solely at the discretion of the Board and the decisions of the Board in this regard are not **grievable**.
- (c) Information about **professional** development programs, and in-service training programs, shall be distributed to all work locations.
- (f) Employee suggestions regarding suitable professional development programs, and in-service training programs, shall be considered.
- (e) The Board, for the **1999-2000, 2000-2001** and **2001-2002** school years, agrees to allocate **\$8300.00** each school year to be available for the **OPSEU** In-Service Committee. Such funds are to be used for professional development activities for **OPSEU** members as approved by the **Committee**.

The **OPSEU** In-Service Committee **will** consist of up to two **(2)** school **administrators**, one **(1)** representative from the Employee Services Department and up to three **(3)** **OPSEU** members. Additional **OPSEU** members may attend committee meetings as resource personnel. The Committee will set aside a portion of the allocated money for employees to attend outside workshops relevant to their position and work for the Board.

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

17.15 Jury or Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or is subpoenaed to appear as a witness in any Court, other than on his/her own behalf. The Employer shall pay such **employee** the difference between his/her normal earnings and the payment he/she received for jury service or court witness, excluding payment for travelling, meals or Other expenses. The employee will present proof of service and the amount Of **pay** received.

17.16 Executive Officers of the Union

A union member who is elected to an executive **office** of the union may be granted a leave of absence in accordance with the following:

- (a) The leave will be at no cost to the Board.
- (b) The Union will be invoiced monthly for the employees salary and all benefits including statutory deductions - e.g. **E.I.C.**
- (c) The **Union** shall reimburse the Board within fifteen (**15**) days of the billing date.
- (d) The employee will continue **to** accumulate seniority and sick leave credits during the **period** of leave.
- (e) Upon the 'termination of a leave which does not exceed twenty-four (**24**) calendar months, the employee will be reassigned to his/her original position and work location providing the position still exists.
- (f) In the event that the leave is extended beyond **24** calendar months or the original **position** referred to In (**e**) above does not exist, the employee will be reassigned to a **comparable** position in accordance with Article **13**.

17.17 Inclement Weather

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

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

17.18 **Secondment**

- (a) An employee, at the discretion of the Director of Education or designate, may be granted a leave of absence in order to participate in a **secondment** to an agency (e.g. Skills Canada) approved by the Board.
- (b) An employee on **secondment** to another Agency shall be covered by the terms and **conditions** of this agreement except for Articles 8 and 9.
- (c) Notwithstanding Article **13.05** the employee will retain all seniority and shall continue to accumulate seniority while on such **secondment**.
- (d) Upon the expiration of a **secondment**, which does not exceed twenty-four **(24)** consecutive months, the employee will be reassigned to his/her original position. In the event the position no longer exists, the employee will be assigned a **position** in accordance with **Articles 13** and **14**.
- (e) In the event that the employee was granted a **secondment**, which exceeded twenty-four **(24)** consecutive months, upon expiration, the employee will be assigned to the first available vacancy for which he/she is **qualified**.

17.19 Educational Assistants

In order to provide an opportunity for **Educational Assistants** who are being transferred to a new school **location** to **visit** the new school and to move program **materials**, the principal **will** arrange, for that purpose, one half **(1/2)** day, during the last week of **classes** in the Educational Assistant(s) present location, provided there is no **cost** to the Board.

ARTICLE 18: SICK LEAVE

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

- 18.01** (a) continued
- Normal pregnancy is not an illness under the terms of the Sick Leave Plan. There is no entitlement to Sick Leave **except** for complications of pregnancy or illness unrelated to pregnancy which may occur while the employee is still working.
- (b) One **(1)** day per month of the sick leave credits provided for in Article **18.01(a)** to a maximum accumulation of seventy-five **(75)** days, will be used only for the purpose of personal disability.
- 18.02** The unused portion of sick leave in any year of service will be accumulated up to a maximum of two hundred **(200)** days for employees employed on a school-year basis and up to a maximum of two hundred sixty **(260)** days for all other employees entitled to sick leave.
- 18.03** An employee who has been given reasonable notice that it will be required, may be required to produce proof of sickness in the form of a medical certificate.
- 18.04** In order to qualify for sick leave an employee must **notify** his/her supervisor or the Employer in a manner determined by the Employer as soon as possible prior to the beginning of the employee's **shift**. When an employee has exhausted his/her accumulated sick leave, unused vacation, and overtime credits, and where the employee desires to remain covered under the welfare provisions of Article **21** of this Agreement, then the employee shall **pre-pay** the premium of such plans to the Employer.
- 18.05** An employee absent due to accident compensable by the Workers Compensation Board who has accumulated **sick** leave credits, may draw upon the accumulated sick leave credits for the **difference** between his/her regular pay and the amount payable by the Worker's Compensation Board. The Board agrees to continue to permit employees with accumulated sick leave credits to draw upon the said credits pending settlement of the compensable claim and adjust the amount of the credits following settlement of the claim and payment to the Board.
- 18.06** An employee who has had five **(5)** continuous years **service with** the Board or a predecessor Board on retirement at age **65**, or on retirement due to permanent total disability, or upon becoming eligible for and receiving an **OMERS** pension, shall be entitled, or in the event of his/her death, his/her personal representatives shall be entitled to a gratuity calculated as follows:

For employees employed on a school-year basis

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

For all other employees

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

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

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

Upon death, or **permanent** disability or upon becoming eligible for and receiving an **OMERS** pension or **retirement** at age **65**, the **gratuity** formula for them **will** be:

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

"A" being the maximum allowed accumulation for such individual. In any event, the gratuity shall not exceed the amount of one-half year's earnings at the employee's wage rate received by him/her immediately prior to retirement or death.

- 18.08** In the event of the death of an **OPSEU** employee, any benefits accrued under Article **18.06** and **18.07** shall be paid to the **beneficiary** designated by the employee.
- 18.09** Notwithstanding Articles **18.06** and **18.07**, members of the bargaining **unit** commencing employment as a permanent employee following ratification of **this** collective agreement **will** not be eligible to receive a retirement gratuity.

ARTICLE 19: VACATIONS WITH PAY

- 19.01** Vacations with pay will be granted in accordance with the following:
- (a) Periods of vacation for other than ten month employees, will be taken during the calendar year and **will** not be accumulated.
 - (b) The vacation pay percentage for ten month employees referred to in Articles **19.02, 19.03, 19.04, 19.05, 19.06** and **19.07** will be applied to their salary earnings, for the period July **1st** to June **30th**, excluding any vacation pay.

- (c) (i) Effective July 1st, 1996, a twelve month employee shall have his/her **days/weeks** of vacation referred to in Articles **19.02, 19.03, 19.04, 19.05, 19.06 and 19.07** converted to hours/days of vacation **with** pay based on the employee's daily permanent days paid during the earning period July 1st to June 30th and the employee's rate of pay at the time of taking the vacation.

Employees will not be credited with vacation for a period of unpaid leave except as required by legislation.

Example 1: 12 month employee

Employee changes to **.5 FTE** on June 7, 1994 from **1.0 FTE**.

Employee works **243** days at **1.0 FTE** and **18** days at **.5 FTE** during vacation earnings period July 1 to June 30.

Employee has three weeks vacation entitlement.

There are **261** working days during the vacation earnings period.

Vacation Calculation:

$$\frac{243}{261} \times 1.0 = .931 \text{ period July 1 to June 6, FTE change}$$

$$\frac{18}{261} \times .5 = .034 \text{ period June 7 to June 30}$$

$$.034 + .931 = .965 \text{ FTE for vacation earnings period}$$

$$.965 \times 3 \text{ weeks} = 101.325 \text{ hours of paid vacation}$$

Example 2: 12 month employee

Employee changes to **.7 FTE** on January 2 from **.3 FTE**

Employee works **131** days at **.3 FTE** and **130** days at **.7 FTE** during vacation earning period July 1 to June 30.

Employee has three weeks vacation entitlement

There are **261** working days during the vacation earnings period

Vacation Calculation:

$$\frac{131}{261} \times .3 = .151 \text{ period July 1 to January 2}$$

$$\frac{130}{261} \times .7 = .349 \text{ period January 3 to June 30}$$

$$.151 + .349 = .5 \text{ FTE for vacation earnings period}$$

$$.5 \text{ FTE} \times 3 \text{ weeks vacation} = 52.5 \text{ hours of paid vacation}$$

Example 3: 12 month employee

Employee works 1.0 July 1 to December 31 when he/she takes a 8 month leave of absence until June 30.

Employee has 3 weeks vacation entitlement.

There are 261 working days during the vacation earnings period.

Vacation Calculation.

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

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

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

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

- 19.02** Permanent employees with less than one **(1)** year of continuous service as a permanent employee by June **30th** of any year shall receive one **(1)** day of vacation **with** pay for each full month of service up to a maximum of ten **(10)** days vacation with pay, or shall be paid four percent **(4%)** of their regular earnings if employed on a ten (IO) month basis.
- 19.03** Permanent employees who have completed one **(1)** year of continuous service as a permanent employee by June **30th** of any year shall receive two **(2)** weeks' vacation with pay at their current pay rate, or shall be paid four percent **(4%)** of their regular earnings if employed on a ten month basis.
- 19.04** Permanent employees who have completed three **(3)** years of continuous service as a permanent employee by June **30th** of any year shall receive three **(3)** weeks' vacation with pay at their current pay rate, or shall be paid six percent **(6%)** of their regular earnings if employed on a ten **(10)** month basis.
- 19.05** Permanent employees who have completed ten **(10)** years of continuous service as a permanent employee by June **30th** of any year shall receive four **(4)** weeks' vacation with pay at their current pay rate, or shall be paid eight percent **(8%)** of their regular earnings if employed on a ten (IO) month basis.
- 19.06** Permanent employees who have completed seventeen **(17)** years of continuous service as a permanent employee by June **30th** of any year shall receive **five (5)** weeks vacation with **pay at** their current pay rate, or shall be paid ten percent **(10%)** of their regular earnings if employed on ten (IO) month basis.
- 19.07** Permanent employees who have completed twenty-six **(26) years** of continuous service as a permanent employee by June **30th** of any year shall receive **six (6)** weeks vacation with pay at their current pay rate or shall be paid twelve percent **(12%)** of their regular earnings if employed on a ten (IO) month basis.
- 19.08**
- (a) Permanent ten month employees who are not required to work **during** the Christmas or March Breaks, or on professional activity days, will continue to receive their normal earnings during that period **of time**.
 - (b)
 - (i) The payments referred to in **19.08(a)** will be considered as vacation pay or staff holidays as applicable, and the vacation pay will be deducted **from** the total vacation entitlement as **specified** for permanent ten (IO) month employees in articles **19.02, 19.03, 19.04, 19.05, 19.06** and **19.07**.
 - (ii) A statement of vacation pay earned and paid during the year will be provided with the last payment. Any overpayment of vacation pay made in accordance with **19.08(a)** will be deducted **from** regular earnings at that **time**.

- 19.09 (a) Where an employee other than one employed on a ten month basis, is **entitled** to paid sick leave for the two **(2)** weeks immediately preceding the employee's scheduled vacation and the circumstances causing the sick leave continue through the employee's entire scheduled vacation time, he/she shall be **entitled** either to take **his/her** vacation at another **time** scheduled by the Employer or to elect to be paid his/her vacation pay instead of sick leave pay for the period of the scheduled vacation; **provided** that the sickness or the accident causing the sick leave shall be **certified** by a **physician**.
- (b) Notwithstanding 19.09 (a) where an employee employed on a ten month basis is entitled to paid **sick** leave for the two **(2)** weeks immediately preceding the Christmas or March break and the circumstances causing the **sick** leave **continue** through the entire scheduled break **time**, he/she may elect to continue to receive sick leave pay rather than vacation pay **for** that period provided that the sickness or accident causing such sick leave shall be **certified** by a physician.
- 19.10 If a **paid** Staff Holiday falls or **is** observed during an employee's vacation period he/she shall be allowed an additional day's paid vacation.
- 19.11 "Regular earnings" for the purpose of Article **19** will include all earnings except for vacation pay, which is excluded.

ARTICLE 20: HOURS OF WORK AND OVERTIME

- 20.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 20.02 (a) For full time employees the work week shall consist of thirty five **(35)** hours and the working day shall consist of seven **(7)** hours exclusive of meal periods **which**, except under emergency conditions, shall be continuous and uninterrupted for a **period** or periods of not less than one-half hour each.
- (b) Notwithstanding Article **20.02(a)** the full **time** hours of work for Electronic Technicians, Senior **Electronic** Technicians. **Certified** Network Technicians and Computer Educational Resource Technicians shall be forty **(40)** hours per week and eight **(8)** hours per day consistent with the language of Article **20.02(a)** and overtime will be **paid** In excess of forty **(40)** hours per week consistent with the language of **Article 20.03**.
- (c) Notwithstanding Article **20.02(a)**, the hours of work for a **full time** Educational Assistant shall not **be** less than thirty **(30)** hours per week and six **(6)** hours per day consistent with the language of Article **20.02(a)**.

An Educational Assistant whose normal hours of work are thirty **(30)** hours per week will be paid overtime in accordance with Article **20.03** for all time worked in excess of those hours.

- (d) For the purpose of Article **21**, a full **time** Educational Assistant will be an **Educational** Assistant whose normal hours of work are at least thirty **(30)** hours per week or more.
- (e) **Articles 20.02(c)** and **(d)** do not restrict the Employers' right to require **certain** Educational Assistants to have **normal** hours of work that are greater than thirty **(30) hours** per week but not more than thirty-five **(35)** hours **per** week. Such Educational Assistants will be paid overtime in accordance with **Article 20.03** for all time worked in excess of those normal hours.

20.03 **Authorized overtime** will be paid at the rate of one and one-half **(1-1/2)** times the employee's regular rate of pay for all time worked in excess of thirty-five **(35)** hours per week. At the **employee's** option, **compensating** lieu time, at **time** and one-half, may be taken at a time agreed to by the employee and the Principal or Department Supervisor. In the event that such compensating time off is not granted prior to August **31st** in any year, then the employee will be paid at the aforementioned rate of pay.

20.04 All employees will be allowed one rest **period** of fifteen **(15)** minutes duration each half-day, to be taken at a time or times set by Management.

20.05 (a) Where **declining** enrolment in a school results in a **reduction** in a **clerical** employee's **classification** or hours of work the Employer shall give the employee so affected one **(1)** month's notice in writing of such change. A **copy** of this notice shall be sent to the Union.

(b) During the one **(1)** month's period referred to in **20.05(a)** above, the notified employee may be **provided** with an opportunity to upgrade his/her skills by attending a regularly scheduled board **training** program, in order that the employee may qualify for other available positions within the **bargaining** unit. The Employer agrees to make every reasonable effort to provide such training.

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

20.07 Temporary Assignment **Within** the Bargaining Unit

An employee temporarily assigned all of the duties of a higher rated classification for **more** than twenty-one **(21)** consecutive hours, or after twenty-four **(24)** consecutive hours where forty **(40)** hours is the normal scheduled hours. will be paid at the higher rate for all hours worked in that **classification**. The higher rate will be determined as described in **Article 15.05** (a).

20.08 Temporary Assignment Outside the Bargaining Unit

(a) An employee who accepts a temporary assignment outside of the bargaining unit in the Administrative and Educational Support Personnel **group** will retain all seniority and shall continue to accumulate seniority while in that position.

(b) : Upon completion of the temporary assignment, the employee will be reassigned in accordance with Articles **17.18(d)** and **17.18(e)**.

20.09 Educational Assistants -Assignments and Preparation

The Board will advise Principals that it is expected that Teachers with Educational Assistants assigned to assist them will have paid time allocated (preferably during the first **P.A.** day in September) to discuss their assignments and the students involved. This is not to be considered as a guarantee of the continuance of this, or any professional activity day.

One of the objectives of this meeting is to discuss the scheduled time that may be required to provide joint planning between the Teacher and the Educational Assistant.

20.10 A part-time employee whose hours of work are determined by the secretarial complement formula must accept all additional hours offered as a result of an increase in enrolment or a staffing formula change. If there is more than one eligible employee the additional hours will **be** offered to the most senior eligible employee and if declined the time will then be offered progressively to the least senior eligible employee who must accept the additional hours. Any such offer must not result in an **FTE** greater than 1 **.0**.

ARTICLE **21**: EMPLOYEE BENEFIT PLANS

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

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

21.01 Group Extended Health Insurance

The Employer will contribute **\$109.28** per month towards the **cost** of family coverage or **\$46.33** per month towards the **cost** of single coverage for those full-time employees **enroled** In the **Group** Extended Health Insurance Plan.

21.02 Group Life Insurance and Accidental Death and Dismemberment Insurance

(a) The Employer will contribute, for full-time employees **\$3.40** per month towards the premium **cost** for **\$25,000** of **life** and accidental death and dismemberment insurance under the **Group** Insurance Plan for full-time employees Insured for **\$25,000** or less and **\$6.80** per month towards the premium cost for the first **\$25,000** of coverage where full-time employees are insured for more than **\$25,000** under the **Group** Insurance Plan.

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

21.03 Group Dental Insurance

The Employer will contribute **\$76.82** per month towards the **cost** of family coverage or **\$28.17** per month towards the **cost** of single coverage for those full-time employees **enroled** In the **Group** Dental Plan.

21.04 Long Term Disability Plan

The Employer will contribute **\$1.255** per **\$100** of benefit (**66%** of actual salary*) for employees **enroled** in such plan.

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

21.05 The **contributions** defined in Articles **21.01, 21.02, 21.03** and **21.04** include the Ontario Sales Tax.

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

21.07 The insurance plans defined in Articles **21.01, 21.02, 21.03** and **21.04** are also available for permanent part-time employees. The Employer's share of the premiums as outlined In those articles will be pro-rated for part-time employees on the basis of the **proportion** of **thirty-five (35)** hours, thirty-two and one half (**32.5**) hours, thirty (**30**) hours or forty (**40**) hours where applicable, per week which the employee normally works, excluding overtime.

- 21.08** The Board will only contribute its share of the premiums for those employees who have completed their probationary period and who are at work, on vacation or on paid sick leave. The Board will pay its share of the premiums **for those** employees employed on a school year basis who have completed their probationary period but who are not at work by reason of Christmas and Winter breaks, and the summer **vacation** period (July and August).
- **68.9%** for those employees **enroled** in the Teachers' Pension Plan.
- 21.09** The Board will continue to pay its share of the premiums for the employee benefit plans **in** which the employee is **enroled** during Pregnancy and Parental leaves. The employee is required to pay the premiums every three months in advance.
- 21.10** The **benefit** plans described in Articles **21.01, 21.02, 21.03, 21.04** will terminate at age **65**, or if the employee is actively at work **after** age **65**, the benefits will terminate on June **30** of school year following the employee's **65th** birthday.
- 21.11** **The** Employer will pay **one-half** the cost of **O.M.E.R.S.**, which plan shall be **compulsory** for all permanent full-time employees. The plan is also available to part-time employees who meet the criteria as defined by **O.M.E.R.S.**
- 21.12** The Parties agree that for **10** month employees the employees share of the premiums for July and August will be deducted from the employees last eight **(8)** pays of the school year.

ARTICLE 22: STAFF HOLIDAYS

- 22.01** Eligible employees, who would otherwise be required to work, will be paid their normal daily rate for the following staff **holidays** (or days in lieu thereof):
- half New Year's Eve Day
 - New Year Day
 - Good **Friday**
 - Easter Monday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving** Day
 - half Christmas Eve **Dav**
 - Christmas Day**
 - Boxing Day
 - Two **(2)** Floaters (to be designated by the Board to be taken during the Christmas/New Year's period)

a

- (a) To be eligible for holiday pay the employee must have been employed for one month and must work his/her **full** work day immediately preceding such holiday and his/her full work day immediately following such holiday, unless absent through proven illness or **with** the permission of the immediate supervisor outside the bargaining unit.
- (b) An employee who is eligible for a staff holiday in accordance with the above conditions and who performs work for the Employer on any of the said staff holidays shall be entitled to be paid at **time** and one-half **(1-1/2)** his/her regular rate for all time worked on such staff holiday in addition to his/her holiday pay.

ARTICLE 23: GENERAL

23.01 Bargaining Committee

It is agreed that a Bargaining Committee composed of not more than five **(5)** employees shall be paid at their regular rate for time necessarily lost from work for the purpose of attending negotiating meetings with the Employer.

23.02 Travel Allowance

Employees required to use privately owned vehicles for, the business of the Employer will be paid a travel allowance for all kilometres actually and necessarily travelled on the Employer's business at the **rate** approved by the Board. Such travel must be approved by the employee's supervisor.

23.03 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employee Services Manager and the President of the Local and copy to the Staff Representative.

23.04 Address/Telephone Number Change

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

23.05 **Employee/Management Committee**

The Employee/Management Committee will be convened in the first month of the contract year.

(1) Purpose

The purpose of the Committee is to provide a forum for the discussion of topics of interest to **either** party, which are not the subject of a grievance, **in** order to promote the best possible relations between the Board and its employees.

Recommendations from the Employee/Management Committee may be referred to the Board and/or the Union for appropriate action.

(2) Composition of Committee

(a) The **Committee** shall consist of:

- Four **(4)** employees selected by the Union, one of which shall be an educational assistant.
- One **(1)** OPSEU representative
- **Two (2)** school principals appointed by the Director
- **Two (2)** administrative officials appointed by the Director.

(b) Additional members, as resource, may be co-opted to the Committee by either of the parties involved.

(3) Meetings

Meetings of the **Committee** shall be held upon reasonable notice at the request of either party, but shall be limited to four **(4)** meetings per year unless both parties mutually agree to additional meetings.

The Board shall be responsible for the wages of the employees for a **maximum** of four meetings at the regular rate for **time lost from** work. The four meetings will be held during normal working hours.

Additional meetings may be held with the mutual agreement of both parties on the understanding that each party will be responsible for their respective costs.

23.06 **Pay Cheques**

Employees pay cheques, or pay advice, when **delivered** to the schools, will be in separate envelopes.



23.07 **Printing Costs**

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

ARTICLE 24: NEW CLASSIFICATIONS

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

The Employer retains the right to determine work content and timing of the new classification and to withdraw a proposed new **classification**. In filling such new classification the Employer will comply with **Article 15**.

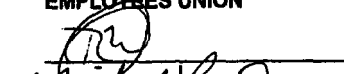
24.02 If an employee feels he/she is incorrectly classified, **he/she may** grieve.

ARTICLE 25: TERMINATION

25.01 This Agreement shall be effective as of the ~~1st day of January, 2000, and shall remain in force until the 31st day of December, 2002,~~ and shall continue in force from year to year thereafter unless in any year not more than ninety **(90)** days and not less than thirty **(30)** days before the date of its termination, either party shall furnish **the** other with notice of termination of, or proposed revision of, this Agreement.

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

THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION




Michael Berg

Madeline Gendel

Berg

Shirley Deane

SIMCOE COUNTY DISTRICT
SCHOOL BOARD



Mary Anne Wilson

Sharon L. Bate

Pat Turner

SCHEDULE AI - HOURLY RATES EFFECTIVE JANUARY 1, 2000

| | Start | 3M | 12M | 24M | 36M |
|--|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| <u>GROUP A</u> | | | | | |
| Clerk/Stenographer | 14.48 | 14.58 | 14.84 | 15.09 | 15.50 |
| Data Entry Clerk Stenographer I : Switchboard/Receptionist Shipper/Receiver | 15.16 | 15.27 | 15.54 | 15.81 | 16.25 |
| Secondary Office Assistant Elementary Office Assistant Learning Centre Office Assistant Twinned School Office Assistant Intermediate Clerk I | 15.81 | 15.92 | 16.19 | 16.46 | 16.90 |
| Stenographer ii : | 15.74 | 15.86 | 16.15 | 16.44 | 16.90 |
| Assistant Secretary Intermediate Clerk II Stenographer III : | 16.24 | 16.36 | 16.65 | 16.94 | 17.40 |
| Intermediate Clerk III | 16.13 | 16.30 | 16.70 | 17.10 | 17.75 |
| Elementary Secretary | 17.59 | 17.71 | 18.00 | 18.29 | 18.75 |
| Senior Secretary Senior Clerk | 17.49 | 17.61 | 17.93 | 18.25 | 18.75 |
| <u>GROUP B</u> | | | | | |
| School Library Technician School AV Technician | 15.78 | 15.95 | 16.35 | 16.75 | 17.40 |
| Computer Educational Resource Technician | 15.78 | 15.95 | 16.35 | 16.75 | 17.40 |
| Computer Software Technician | 16.13 | 16.30 | 16.70 | 17.10 | 17.75 |
| Electronic Technician Draftsperson | 16.39 | 16.61 | 17.18 | 17.75 | 18.63 |
| Senior Electronic Technician | 17.44 | 17.65 | 18.18 | 18.70 | 19.55 |
| <u>GROUP C</u> | | | | | |
| Assistant Artist Artist | 16.13 16.51 | 16.30 16.73 | 16.70 17.30 | 17.10 17.87 | 17.75 18.75 |

SCHEDULE AI - HOURLY RATES EFFECTIVE JANUARY 1, 2000
PAGE 2

| | | | | | |
|-------------------------------------|-------|-------|-------|-------|-------|
| <u>GROUP D</u> | | | | | |
| Administrative Assistant | 15.85 | 16.04 | 16.51 | 16.99 | 17.75 |
| Operations Assistant | 16.82 | 17.00 | 17.50 | 18.00 | 18.75 |
| <u>GROUP E</u> | | | | | |
| Buyer | 18.06 | 18.33 | 19.00 | 19.67 | 20.73 |
| Senior Buyer | 19.05 | 19.40 | 20.05 | 20.70 | 21.50 |
| <u>GROUP F</u> | | | | | |
| Educational Assistant - 1 | 15.81 | 15.92 | 16.19 | 16.46 | 16.90 |
| Educational Assistant - 2 | 16.66 | 16.77 | 17.04 | 17.31 | 17.75 |
| <u>GROUP G</u> | | | | | |
| Senior Computer Operator | 16.59 | 16.80 | 17.35 | 17.89 | 18.75 |
| Computer Network Technician | 17.44 | 17.65 | 18.18 | 18.70 | 19.55 |
| Certified Network Technician | 17.44 | 17.65 | 18.18 | 18.70 | 19.55 |

SCHEDULE AI - HOURLY RATES EFFECTIVE JANUARY 1, 2001

| | Start | 3M | 12M | 24M | 36M |
|---|--------------|-----------|------------|------------|------------|
| <u>GROUP A</u> | | | | | |
| Clerk/Stenographer | 14.74 | 14.84 | 15.10 | 15.35 | 15.76 |
| Data Entry Clerk | | | | | |
| Stenographer I | | | | | |
| Switchboard/Receptionist | | | | | |
| Shipper/Receiver | 15.42 | 15.53 | 15.80 | 16.07 | 16.51 |
| Secondary Office Assistant | | | | | |
| Elementary Office Assistant | | | | | |
| Learning Centre Office Assistant | | | | | |
| Twinned School Office Assistant | | | | | |
| Intermediate Clerk I | 16.07 | 16.18 | 16.45 | 16.72 | 17.16 |
| Stenographer II | 16.00 | 16.12 | 16.41 | 16.70 | 17.16 |
| Assistant Secretary | | | | | |
| Intermediate Clerk II | | | | | |
| Stenographer III | 16.50 | 16.62 | 16.91 | 17.20 | 17.66 |
| Intermediate Clerk III | 16.39 | 16.56 | 16.96 | 17.36 | 18.01 |
| Elementary Secretary | 17.85 | 17.97 | 18.26 | 18.55 | 19.01 |
| Senior Secretary | | | | | |
| Senior Clerk | 17.75 | 17.87 | 18.19 | 18.51 | 19.01 |
| <u>GROUP B</u> | | | | | |
| School Library Technician | | | | | |
| School AV Technician | 16.04 | 16.21 | 16.61 | 17.01 | 17.66 |
| Computer Educational | | | | | |
| Resource Technician | 16.04 | 16.21 | 16.61 | 17.01 | 17.66 |
| Computer Software Technician | 16.39 | 16.56 | 16.96 | 17.36 | 18.01 |
| Electronic Technician | | | | | |
| Draftsperson | 16.65 | 16.87 | 17.44 | 18.01 | 18.89 |
| Senior Electronic Technician | 17.70 | 17.91 | 18.44 | 18.96 | 19.81 |
| <u>GROUP C</u> | | | | | |
| Assistant Artist | 16.39 | 16.56 | 16.96 | 17.36 | 18.01 |
| Artist | 16.77 | 16.99 | 17.56 | 18.13 | 19.01 |

SCHEDULE AI - HOURLY RATES EFFECTIVE JANUARY 1, 2001
Page 2

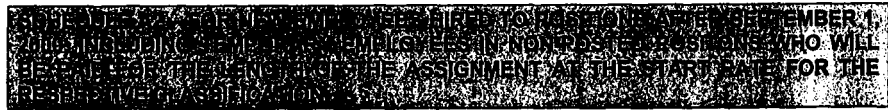
| | | | | | |
|---------------------------------|-------|-------|-------|-------|-------|
| GROUP D | | | | | |
| Administrative Assistant | 16.11 | 16.30 | 16.77 | 17.25 | 18.01 |
| Operations Assistant | 17.08 | 17.26 | 17.76 | 18.26 | 19.01 |
| GROUP E | | | | | |
| Buyer | 18.32 | 18.59 | 19.26 | 19.93 | 20.99 |
| Senior Buyer | 19.31 | 19.66 | 20.31 | 20.96 | 21.76 |
| GROUP F | | | | | |
| Educational Assistant - 1 | 16.07 | 16.18 | 16.45 | 16.72 | 17.16 |
| Educational Assistant - 2 | 16.92 | 17.03 | 17.30 | 17.57 | 18.01 |
| GROUP G | | | | | |
| Senior Computer Operator | 16.85 | 17.06 | 17.61 | 18.15 | 19.01 |
| Computer Network Technician | 17.70 | 17.91 | 18.44 | 18.96 | 19.81 |
| Certified Network Technician | 17.70 | 17.91 | 18.44 | 18.96 | 19.81 |

SCHEDULE AI - HOURLY RATES EFFECTIVE JANUARY 1, 2002

| | Start | 3M | 12M | 24M | 36M |
|--|----------------|----------------|----------------|----------------|----------------|
| GROUP A | | | | | |
| Clerk/Stenographer | 14.94 | 15.04 | 15.30 | 15.55 | 15.96 |
| Data Entry Clerk Stenographer I Switchboard/Receptionist Shipper/Receiver | 15.62 | 15.73 | 16.00 | 16.27 | 16.71 |
| Secondary Office Assistant Elementary Office Assistant Learning Centre Office Assistant Twinned School Office Assistant Intermediate Clerk I | 16.27 | 16.38 | 16.65 | 16.92 | 17.36 |
| Stenographer II | 16.20 | 16.32 | 16.61 | 16.90 | 17.36 |
| Assistant Secretary Intermediate Clerk II Stenographer III | 16.70 | 16.82 | 17.11 | 17.40 | 17.86 |
| Intermediate Clerk III | 16.59 | 16.76 | 17.16 | 17.56 | 18.21 |
| Elementary Secretary | 18.05 | 18.17 | 18.46 | 18.75 | 19.21 |
| Senior Secretary Senior Clerk | 17.95 | 18.07 | 18.39 | 18.71 | 19.21 |
| GROUP B | | | | | |
| School Library Technician School AV Technician | 16.24 | 16.41 | 16.81 | 17.21 | 17.86 |
| Computer Educational Resource Technician | 16.24 | 16.41 | 16.81 | 17.21 | 17.86 |
| Computer Software Technician | 16.59 | 16.76 | 17.16 | 17.56 | 18.21 |
| Electronic Technician Draftsperson | 16.85 | 17.07 | 17.64 | 18.21 | 19.09 |
| Senior Electronic Technician | 17.90 | 18.11 | 18.64 | 19.16 | 20.01 |
| GROUP C | | | | | |
| Assistant Artist Artist | 16.59 16.97 | 16.76 17.19 | 17.16 17.76 | 17.56 18.33 | 18.21 19.21 |

SCHEDULE AI - HOURLY RATES EFFECTIVE JANUARY 1, 2002
Page 2

| | | | | | |
|---------------------------------|--------------|--------------|--------------|--------------|--------------|
| GROUP D | | | | | |
| Administrative Assistant | 16.31 | 16.50 | 16.97 | 17.45 | 18.21 |
| Operations Assistant | 17.28 | 17.46 | 17.96 | 18.46 | 19.21 |
| GROUP E | | | | | |
| Buyer | 18.52 | 18.79 | 19.46 | 20.13 | 21.19 |
| Senior Buyer | 19.51 | 19.86 | 20.51 | 21.16 | 21.96 |
| GROUP F | | | | | |
| Educational Assistant - 1 | 16.27 | 16.38 | 16.65 | 16.92 | 17.36 |
| Educational Assistant - 2 | 17.12 | 17.23 | 17.50 | 17.77 | 18.21 |
| GROUP G | | | | | |
| Senior Computer Operator | 17.05 | 17.26 | 17.81 | 18.35 | 19.21 |
| Computer Network Technician | 17.90 | 18.11 | 18.64 | 19.16 | 20.01 |
| Certified Network Technician | 17.90 | 18.11 | 18.64 | 19.16 | 20.01 |

SCHEDULE **A2** - HOURLY RATES EFFECTIVE SEPTEMBER 1, 2000

| | Start | 3M | 12M | 24M | 36M |
|---|-------|-------|-------|-------|-------|
| G R O U P A | | | | | |
| Clerk/Stenographer | 13.02 | 13.64 | 14.26 | 14.88 | 15.50 |
| Data Entry Clerk | | | | | |
| Stenographer I | | | | | |
| Switchboard/Receptionist | | | | | |
| Shipper/Receiver | 13.65 | 14.30 | 14.95 | 15.60 | 16.25 |
| Secondary Office Assistant | | | | | |
| Elementary Office Assistant | | | | | |
| Learning Centre Office Assistant | | | | | |
| Twinned School Office Assistant | | | | | |
| Intermediate Clerk I | 14.20 | 14.87 | 15.55 | 16.22 | 16.90 |
| Stenographer II | 14.20 | 14.87 | 15.55 | 16.22 | 16.90 |
| Assistant Secretary | | | | | |
| Intermediate Clerk-II | | | | | |
| Stenographer III | 14.62 | 15.31 | 16.01 | 16.70 | 17.40 |
| Intermediate Clerk III | 14.91 | 15.62 | 16.33 | 17.04 | 17.75 |
| Elementary Secretary | 15.75 | 16.50 | 17.25 | 18.00 | 18.75 |
| Senior Secretary | | | | | |
| Senior Clerk | 15.75 | 16.50 | 17.25 | 18.00 | 18.75 |
| GROUP B | | | | | |
| School Library Technician | | | | | |
| School AV Technician | 14.62 | 15.31 | 16.01 | 16.70 | 17.40 |
| Computer Educational Resource Technician | 14.62 | 15.31 | 16.01 | 16.70 | 17.40 |
| Computer Software Technician | 14.91 | 15.62 | 16.33 | 17.04 | 17.75 |
| Electronic Technician | | | | | |
| Draftsperson | 15.65 | 16.39 | 17.14 | 17.88 | 18.63 |
| Senior Electronic Technician | 16.42 | 17.20 | 17.99 | 18.77 | 19.55 |

SCHEDULE A2 - HOURLY RATES EFFECTIVE SEPTEMBER 1, 2000
Page 2

GROUP C

| | | | | | |
|------------------|-------|-------|-------|-------|-------|
| Assistant Artist | 14.91 | 15.62 | 16.33 | 17.04 | 17.75 |
| Artist | 15.75 | 16.50 | 17.25 | 18.00 | 18.75 |

GROUP D

| | | | | | |
|--------------------------|-------|-------|-------|-------|-------|
| Administrative Assistant | 14.91 | 15.62 | 16.33 | 17.04 | 17.75 |
| Operations Assistant | 15.75 | 16.50 | 17.25 | 18.00 | 18.75 |

GROUP E

| | | | | | |
|--------------|-------|-------|-------|-------|-------|
| Buyer | 17.41 | 18.24 | 19.07 | 19.90 | 20.73 |
| Senior Buyer | 18.06 | 18.92 | 19.78 | 20.64 | 21.50 |

GROUP F

| | | | | | |
|---------------------------|-------|-------|-------|-------|-------|
| Educational Assistant - 1 | 14.20 | 14.87 | 15.55 | 16.22 | 16.90 |
| Educational Assistant - 2 | 14.91 | 15.62 | 16.33 | 17.04 | 17.75 |

GROUP G

| | | | | | |
|------------------------------|-------|-------|-------|-------|-------|
| Senior Computer Operator | 15.75 | 16.50 | 17.25 | 18.00 | 18.75 |
| Computer Network Technician | 16.42 | 17.20 | 17.99 | 18.77 | 19.55 |
| Certified Network Technician | 16.42 | 17.20 | 17.99 | 18.77 | 19.55 |

SCHEDULE **A2** - HOURLY RATES EFFECTIVE JANUARY 1, 2001

| | Start | 3M | 12M | 24M | 36M |
|---|-------|-------|-------|-------|-------|
| GROUP A | | | | | |
| Clerk/Stenographer | 13.24 | 13.87 | 14.50 | 15.13 | 15.76 |
| Data Entry Clerk | | | | | |
| Stenographer I | | | | | |
| Switchboard/Receptionist | | | | | |
| Shipper/Receiver: | 13.87 | 14.53 | 15.19 | 15.85 | 16.51 |
| Secondary Office Assistant | | | | | |
| Elementary Office Assistant | | | | | |
| Learning Centre Office Assistant | | | | | |
| Twinned School Office Assistant | | | | | |
| Intermediate Clerk I | 14.41 | 15.10 | 15.79 | 16.47 | 17.16 |
| Stenographer II | 14.41 | 15.10 | 15.79 | 16.47 | 17.16 |
| Assistant Secretary | | | | | |
| Intermediate Clerk II | | | | | |
| Stenographer III | 14.83 | 15.54 | 16.25 | 16.95 | 17.66 |
| Intermediate Clerk III | 15.13 | 15.85 | 16.57 | 17.29 | 18.01 |
| Elementary Secretary | 15.97 | 16.73 | 17.49 | 18.25 | 19.01 |
| Senior Secretary | | | | | |
| Senior Clerk | 15.97 | 16.73 | 17.49 | 18.25 | 19.01 |
| GROUP B | | | | | |
| School Library Technician | | | | | |
| School AV Technician | 14.83 | 15.54 | 16.25 | 16.95 | 17.66 |
| Computer Educational Resource Technician | 14.83 | 15.54 | 16.25 | 16.95 | 17.66 |
| Computer Software Technician | 15.13 | 15.85 | 16.57 | 17.29 | 18.01 |
| Electronic Technician | | | | | |
| Draftsperson | 15.87 | 16.62 | 17.38 | 18.13 | 18.89 |
| Senior Electronic Technician | 16.64 | 17.43 | 18.23 | 19.02 | 19.81 |

SCHEDULE **A2** - HOURLY RATES EFFECTIVE JANUARY **1, 2001**
Page 2

GROUP C

| | | | | | |
|------------------|--------------|--------------|--------------|--------------|--------------|
| Assistant Artist | 15.13 | 15.85 | 16.57 | 17.29 | 18.01 |
| Artist | 15.97 | 16.73 | 17.49 | 18.25 | 19.01 |

GROUP D

| | | | | | |
|--------------------------|--------------|--------------|--------------|--------------|--------------|
| Administrative Assistant | 15.13 | 15.85 | 16.57 | 17.29 | 18.01 |
| Operations Assistant | 15.97 | 16.73 | 17.49 | 18.25 | 19.01 |

GROUP E

| | | | | | |
|--------------|--------------|--------------|--------------|--------------|--------------|
| Buyer | 17.63 | 18.47 | 19.31 | 20.15 | 20.99 |
| Senior Buyer | 18.28 | 19.15 | 20.02 | 20.89 | 21.76 |

GROUP F

| | | | | | |
|---------------------------|--------------|--------------|--------------|--------------|--------------|
| Educational Assistant - 1 | 14.41 | 15.10 | 15.79 | 16.47 | 17.16 |
| Educational Assistant - 2 | 15.13 | 15.85 | 16.57 | 17.29 | 18.01 |

GROUP G

| | | | | | |
|------------------------------|--------------|--------------|--------------|--------------|--------------|
| Senior Computer Operator | 15.97 | 16.73 | 17.49 | 18.25 | 19.01 |
| Computer Network Technician | 16.64 | 17.43 | 18.23 | 19.02 | 19.81 |
| Certified Network Technician | 16.64 | 17.43 | 18.23 | 19.02 | 19.81 |

SCHEDULE **A2** - HOURLY RATES EFFECTIVE JANUARY 1, 2002

| | Start | 3M | 12M | 24M | 36M |
|---|-------|-------|-------|-------|-------|
| GROUP A | | | | | |
| Clerk/Stenographer | 13.41 | 14.04 | 14.68 | 15.32 | 15.96 |
| Data Entry Clerk Stenographer I Switchboard/Receptionist Shipper/Receiver | 14.04 | 14.70 | 15.37 | 16.04 | 16.71 |
| Secondary Office Assistant Elementary Office Assistant Learning Centre Office Assistant Twinned School Office Assistant intermediate Clerk I | 14.58 | 15.28 | 15.97 | 16.67 | 17.36 |
| Stenographer II | 14.58 | 15.28 | 15.97 | 16.67 | 17.36 |
| Assistant Secretary Intermediate Clerk II Stenographer III | 15.00 | 15.72 | 16.43 | 17.15 | 17.86 |
| Intermediate Clerk III | 15.30 | 16.02 | 16.75 | 17.48 | 18.21 |
| Elementary Secretary | 16.14 | 16.90 | 17.67 | 18.44 | 19.21 |
| Senior Secretary Senior Clerk | 16.14 | 16.90 | 17.67 | 18.44 | 19.21 |
| GROUP B | | | | | |
| School Library Technician School AV Technician | 15.00 | 15.72 | 16.43 | 17.15 | 17.86 |
| Computer Educational Resource Technician | 15.00 | 15.72 | 16.43 | 17.15 | 17.86 |
| Computer Software Technician | 15.30 | 16.02 | 16.75 | 17.48 | 18.21 |
| Electronic Technician Draftsperson | 16.04 | 16.80 | 17.56 | 18.33 | 19.09 |
| Senior Electronic Technician | 16.81 | 17.61 | 18.41 | 19.21 | 20.01 |

SCHEDULE **A2** - HOURLY RATES EFFECTIVE JANUARY 1, 2002

Page 2

| | | | | | |
|-------------------------------------|-------|-------|-------|-------|-------|
| <u>GROUP C</u> | | | | | |
| Assistant Artist | 15.30 | 16.02 | 16.75 | 17.48 | 18.21 |
| Artist | 16.14 | 16.90 | 17.67 | 18.44 | 19.21 |
| <u>GROUP D</u> | | | | | |
| Administrative Assistant | 15.30 | 16.02 | 16.75 | 17.48 | 18.21 |
| Operations Assistant | 16.14 | 16.90 | 17.67 | 18.44 | 19.21 |
| <u>GROUP E</u> | | | | | |
| Buyer | 17.80 | 18.65 | 19.49 | 20.34 | 21.19 |
| Senior Buyer | 18.45 | 19.32 | 20.20 | 21.08 | 21.96 |
| <u>GROUP F</u> | | | | | |
| Educational Assistant - 1 | 14.58 | 15.28 | 15.97 | 16.67 | 17.36 |
| Educational Assistant - 2 | 15.30 | 16.02 | 16.75 | 17.48 | 18.21 |
| <u>GROUP G</u> | | | | | |
| Senior Computer Operator | 16.14 | 16.90 | 17.67 | 18.44 | 19.21 |
| Computer Network Technician | 16.81 | 17.61 | 18.41 | 19.21 | 20.01 |
| Certified Network Technician | 16.81 | 17.61 | 18.41 | 19.21 | 20.01 |

LETTER OF INTENT #1

RE: Employment of Educational Assistants

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

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

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

Signed at Barrie this 10 day of March on behalf of:

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

[Signature]
Michael Forge
Madeleine French
[Signature]
[Signature]

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**


[Signature]
[Signature]
[Signature]

LETTER OF INTENT #2

Board Policy and Procedures

The President of **OPSEU** Local **330** will be placed on the **distribution list** to **receive** a copy of the Board Policy Manual, e copy of the Board Administrative Procedures Manual and a copy of current yearly memoranda.

THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION - LOCAL 330



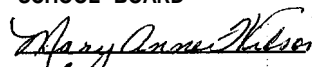
Michael Forgie

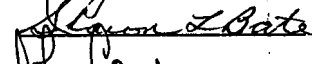
Madeleine French

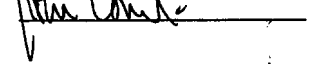
L. J. Murray

Sherry Deese

SIMCOE COUNTY DISTRICT
SCHOOL BOARD



Mary Anne Nelson


J. Lynn Z. Bate


Peter Conn

LETTER OF INTENT #3

Educational Requirements To Qualify For Educational Assistant - 2

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


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

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

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


THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION - LOCAL 330

SIMCOE COUNTY DISTRICT
SCHOOL BOARD

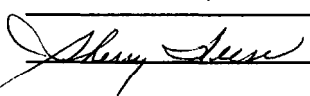


 Michael Logte

 Madeline French



 Mary Anne Wilson



 Sherry Sun

LETTER OF INTENT #4

Afternoon Shift

Should the Board decide to implement an afternoon shift, the following procedures and guidelines will be observed:

1. The administration will meet with the Union and the employees involved before **shift** work is introduced in any department.

The purpose of the meeting will be **to** share the reasons for introducing a shift and to involve employees in the design of the schedule.

2. Should shift work **be** implemented for a function and should there be more than one employee performing that function and sufficient volunteers **are** not available to perform the required **shift** work, **qualified** individuals will be **assigned** by reverse seniority.
3. The schedule for any given employee who has been assigned to a shift will not be changed without the employer providing two weeks notice to the individual, except in the case of an emergency.
4. Any employee's shift schedule will be designed to provide a reasonably consistent schedule.

THE ONTARIO PUBLIC SERVICE
EMPLOYMENT - LOCAL 330

(R2)

Michael Logie

Madeline French

A. George

Sherry Ann

SIMCOE COUNTY DISTRICT
SCHOOL BOARD

Mary Anne Kivner

Sharon L. Bate

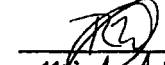
Ken Carr

LETTER OF INTENT #5

The Board is **currently** reviewing changes to the **school** year.

Should a change be made to the current **school** year the Board reserves the right to change the hours of work of ten **month/school** year employees to accommodate a new **school** year. Changes will be implemented, as required but such changes including the possible accommodation of staff will be discussed with the Union **prior** to implementation.

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



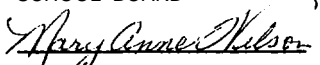
Michael Bigie

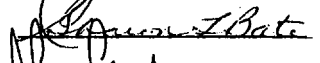
Madeline French

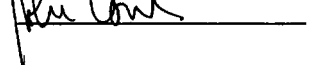
C. Murray

Sherry Stein

SIMCOE COUNTY DISTRICT
SCHOOL BOARD



Mary Anne Nelson


Margaret Bate


Ken Low

LETTER OF INTENT #6

The Parties agree to Implement on a trial basis for the period January **1, 2000** to December **31, 2002** a transfer arrangement for Educational Assistants and School Secretarial/Clerical Staff as follows:

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

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

Name
Classification
Identification Number
Current Permanent **FTE**
Name of school(s) wanting to transfer to (maximum of three schools)

Other Conditions:

2. To be considered for a particular vacancy, the transfer request must be received in the Employee Services Department not less than thirty (**30**) days prior to the Employer declaring the position vacant and be confirmed in writing by the Employee Services Department.
3. When a position becomes vacant and before posting, the Requests for Transfer **will** be reviewed. Providing the employee is qualified as determined by the Employer and the vacant position is at the same permanent **FTE** and classification as the employee currently holds, he/she will be offered the transfer in accordance with this Letter of intent. The Employer shall make 3 attempts within **24** hours to contact the employee after which the employee shall be ineligible to be offered the position. Should **more** than one qualified person request a transfer to the same location, the employee with the greatest seniority will be transferred.
4. The determination of **qualifications** under condition (**3**) is not **grievable**.
5. Should an employee elect to decline the position, all transfer requests for that employee shall be deleted and the employee will be unable to request another transfer for a period of **6** months. The employee will be eligible to resubmit requests after the 6 month period.
6. **This** article applies only to permanent vacancies.
7. Only permanent employees who have completed the probationary period may apply for a transfer under this agreement.


LETTER OF INTENT #7

The Board and the insurance Trustees Committee are investigating the possible application of a flex-benefits program. Should the two parties agree to implement such a program during the term of this collective agreement, the Ontario Public Service Employees Union agree that such program will be compulsory for **all** permanent employees.

it is also agreed that the total cost of the Board subsidy **will** not increase as a result of the implementation of the flex-benefits program.

THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION - LOCAL 330

SIMCOE COUNTY DISTRICT
SCHOOL BOARD

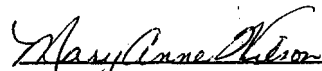


Michael Longo

Madeline French

G. Sweeney

Shirley Stuss



Selmon L. Bate

LETTER OF INTENT #8
REVIEW OF JOB DESCRIPTIONS

The parties hereby agree to undertake a joint review of the bargaining unit descriptions for those positions in the elementary and secondary schools.


There will be three (3) representatives from each party.

The review is to be completed by August 31, 2001.

For clarity, this review is not a job evaluation process. It is to be a review of the job descriptions of the elementary and secondary school office and clerical positions as there may be a need to revise current job descriptions to reflect the actual duties performed in the specified positions.

Any amendment to the job descriptions will not be reflected in the salary grid for the duration of this collective agreement. The parties acknowledge that a changed job description may not necessarily result in an increased wage rate.

THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION • LOCAL 330



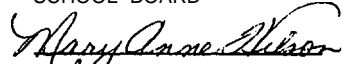
Michael Longo

Nadine French

G. Sney

Sherry Stuenkel

SIMCOE COUNTY DISTRICT
SCHOOL BOARD



Sharon L. Bate

K. L. Brown

MEMORANDUM OF AGREEMENT

Between:

SIMCOE COUNTY DISTRICT SCHOOL BOARD

And .

OPSEU, LOCAL 330

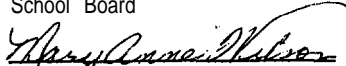

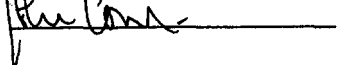
The Parties agree to amend the current Collective Agreement between the parties, at the next round of bargaining, **with** the addition of the **following** statement to Article 21.

Should the Insurance Trustees Committee direct the Insurer to pay claims by Electronic Funds Transfer, the Board will provide the Insurer with the Insured members bank account information as necessary providing there is not an additional cost to the Board"

The Union assures the Board that this memorandum will be **ratified** by the membership in the normal manner and the **Union authorizes** the Board to administer such amendment as required until such time as the current Collective Agreement is renewed.

Dated May 10, 2004.

Simcoe County District
School Board

OPSEU, Local 330

