



COLLECTIVE AGREEMENT

between

THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD
(Hereinafter referred to as the "Employer")

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

**EDUCATIONAL ASSISTANTS,
OFFICE, CLERICAL, TECHNICAL AND
CHILD AND YOUTH WORKERS**
(Hereinafter referred to as "the Union")

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12952(03)

Effective September 1, 2006 - August 31, 2008

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish terms and conditions of employment for bargaining unit members and to establish a fair and expeditious procedure for the resolution of grievances.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes the Union as the exclusive bargaining agent for all Office, Clerical and Technical employees, Educational Assistants and Child and Youth Workers employed by the Board save and except Supervisors, persons above the rank of Supervisor, Executive Assistant, Executive Secretary to the Director of Education, Secretary to the Superintendent of Business, Secretary to the Superintendent of Human Resources, Plant and Transportation Coordinator, Human Resource Assistant, Senior Resource Technician, Casual and Temporary Workers.
- 2.02 The Board recognizes the right of the Union to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiations of this Agreement.
- 2.03 The Union recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes the right of the Board to manage the school system and all rights remain exclusively with the Board, except as specifically limited by the provisions of this Agreement. Furthermore, the Board shall exercise its rights in a manner that is consistent with the prevailing statutes and regulations governing employment in the province of Ontario. The Union also recognizes the right of the Board to make, enforce, and amend, from time to time, reasonable rules and regulations to be observed by employees.

ARTICLE 4 - UNION REPRESENTATION

4.01 Administrative Committee

- (i) The Board acknowledges the right of the Union to appoint or select four (4) Union Representatives who have completed their probationary period in presenting grievances.
- (ii) The Union shall notify the Board, in writing, of the names of such Union Representatives at the time of their appointment or selection.
- (iii) The Union agrees that Union Representatives have regular duties to perform in connection with their employment and that so far as possible all activities of the Union Representatives will be carried on outside of the regular working hours of the Union Representatives. A Union Representative shall not leave her/his regular working duties without permission of her/his immediate supervisor, or other persons appointed by the

Board, such permission which shall not be unreasonably denied. When resuming regular work, the Union Representative shall again report to her/his immediate supervisor or other persons appointed by the Board.

4.02 Negotiating Committee

- (i) The Board acknowledges the right of the Union to appoint or select four (4) members who have completed their probationary period to be members of the Union Collective Bargaining Committee. For time off work for negotiations, members of the Union Collective Bargaining Committee shall not lose pay, and the Union shall reimburse the Board for pay received for time not worked.
- (ii) The Union shall notify the Board, in writing, of the names of such employees prior to the commencement of the negotiations.
- (iii) The Union Collective Bargaining Committee shall have the right to have the assistance of OSSTF representatives during negotiating meetings with the Board.

- 4.03
- (a) The Board agrees to acquaint new employees with the fact that a Collective Agreement is in effect, provide them with a copy of the Collective Agreement, and provide the new employee with a letter of introduction from the Bargaining Unit President.
 - (b) The Union shall notify the Board in writing of: the names of its representatives as follows: officers, negotiating committee members, the address and phone number of its Head Office, and the address and phone number of the Bargaining Unit Office.
 - (c) The Board shall notify the President of the Bargaining Unit, in writing within five (5) working days when a member covered by this agreement is promoted, demoted, transferred, will be laid off, is recalled, is disciplined, or whose employment is terminated for any reason.
 - (d) By November 30 each year, the Board shall provide the Bargaining Unit President with the following information regarding members of the bargaining unit: a list of employees, showing their name, work location, home address and telephone number.
 - (e) The Board shall provide the Bargaining Unit with a copy of all job postings immediately upon the position being posted, and the name of the successful candidate to the job posting.

ARTICLE 5 - NO STRIKE OR LOCKOUT

- 5.01 The Board and the Union agree that there shall be no strike or lockout so long as this Agreement continues to operate. Strike or lockout shall be as defined in the Ontario Labour Relations Act.
- 5.02 Prior to a legal strike by another Bargaining Unit within the Board, Board representatives shall meet with OSSTF representatives to discuss matters concerning the strike.

ARTICLE 6 - TERMS OF THE AGREEMENT

- 6.01 This Agreement shall be in effect from September 1, 2006 and shall continue in full force up to and including August 31, 2008 and from year to year thereafter, unless either party notifies the other party in writing within one hundred and fifty (150) days prior to the expiration date that it desires to renew the Agreement with or without modification.
- 6.02 Changes to this Agreement can be made with the mutual consent of the parties.
- 6.03 The Board shall ensure that every member is provided with a copy of this Agreement at the Board's expense within thirty (30) days of ratification of the Agreement.
- 6.04 The Board shall provide the President of the Bargaining Unit with fifteen (15) copies of this Agreement.

ARTICLE 7 - UNION MEMBERSHIP AND FEE DEDUCTION

- 7.01 All employees shall, as a condition of employment, either maintain their Union membership or join the Union within thirty (30) days after the signing of this Agreement and remain Union members in good standing.
- 7.02 On each pay date on which an employee receives a pay cheque the Board shall deduct from each employee any dues levied in accordance with the Union constitution.
- 7.03 The dues deducted in accordance with 7.02 shall be remitted to the Treasurer of the Union at 60 Mobile Drive, Toronto, no later than the fifteenth day of the month following the month in which the deductions were made. Such remittances shall be accompanied with a list identifying the employees, their Social Insurance Numbers and the amounts deducted. In addition to the foregoing, the Board will supply the Union with the address and location of employment for new employees.
- 7.04 The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

ARTICLE 8 - LIAISON COMMITTEE

- 8.01 A Liaison Committee shall be established comprised of three (3) members appointed by the Board and three (3) members appointed by the Union to discuss matters of common concern.
- 8.02 The Committee shall meet not later than fifteen (15) days after receipt of the request by either party, unless otherwise mutually agreed.
- 8.03 The time of meeting shall be subject to the mutual Agreement of the parties and for time off work for such meetings Union members of the Committee shall not lose pay.

ARTICLE 9 -WORK OF THE BARGAINING UNIT

9.01 The Board shall not contract out any work or services usually performed by the employees in the bargaining unit if a layoff or reduction of regular hours results from such contracting out.

9.02 Co-op and O.Y.A.P. Students

- (i) Should a strike or lock out involving employees occur, co-op and O.Y.A.P. students shall be immediately removed from workplaces where employees perform their job functions.
- (ii) A list of co-op and O.Y.A.P. students and their pending placements will be shared with the President of the Bargaining Unit for consultation prior to the commencement of their placement.
- (iii) Employees shall not have their duties modified nor their hours of work changed or reduced owing to the use of co-op or O.Y.A.P. students in the workplace.
- (iv) No employee shall be laid off nor shall the Board refuse to recall a laid-off employee owing to the use of co-op or O.Y.A.P. students in the workplace.

9.03 Use of Volunteers

No employee shall be laid off nor shall the Board refuse to recall a laid-off employee owing to the use of volunteers in the workplace.

9.04 When an employee is required to become familiar with new equipment or procedures the Board will provide retraining during working hours.

ARTICLE 10 -TRANSFER

10.01 In the event of discontinuance of any position during the school year which necessitates a transfer, the least senior employee in that classification in that school shall normally be transferred. Notwithstanding the foregoing, any such decision to transfer is subject to the requirement to have an employee or employees in each school with the ability and qualifications to perform the required work.

10.02 No employee shall be transferred outside a forty (40) kilometer radius from the employee's 'home school', except by mutual consent. 'Home school' shall be defined as the school in the system that is nearest to an employee's residence.

10.03 Voluntary Transfers

An employee may request a transfer to an equivalent hourly position and job classification within the Bargaining Unit for which the employee possesses the required skills and qualifications. Such request shall be submitted to the Human Resources Department (on a form developed by the Human Resources Department) by April 15th each year for consideration for the period April 16 to the following April 15.

A voluntary transfer cannot be considered for vacancies and new positions which must be posted in accordance with Article 18.

ARTICLE 11 - NEW CLASSIFICATION

- 11.01 When the duties in any classification are substantially changed or when a classification with the Bargaining Unit not covered by Appendix A is established during the term of this Agreement, the Board shall submit to the Union a copy of the job description and proposed rate of pay. If the Union disagrees with the proposed rate of pay, the rate of pay shall be subject to negotiations between the Board and the Union. The new rate shall become retroactive to the time the new position was first filled by the employee.
- 11.02 Except for emergencies, employees covered by this Agreement shall not perform the duties of the "Teacher-in-Charge" or "Regular Teacher" within their respective schools. An emergency shall be defined as any unforeseen circumstance that arises during the day that the emergency occurs.

ARTICLE 12 - EMPLOYEE CLASSIFICATION

- 12.01 The term "probationary employee" when used in this Agreement, refers to an employee employed by the Board within the bargaining unit of this Agreement, who has not completed the probationary period outlined in Article 16.03.
- 12.02 The term "permanent employee" when used in the Agreement refers to an employee who has successfully completed the probationary period.
- 12.03 A "temporary vacancy" means a position created by an approved leave of absence, illness, accident, Long Term Disability or a temporary assignment not to exceed three (3) months and a maximum of a further three (3) months subject to the mutual agreement of the parties.
- 12.04 Any vacancy less than forty (40) working days shall be offered to employees on recall, who have indicated a willingness to perform such work, in order of seniority in that classification subject to having the qualifications and ability to perform the available work.
- 12.05 A temporary vacancy shall be posted to members of the Bargaining Unit as a temporary assignment when the temporary vacancy is known to exceed forty (40) working days or when it becomes known that the remainder of the temporary vacancy will exceed forty (40) working days. The foregoing shall apply only to the initial temporary vacancy and two (2) subsequent resulting vacancies. The Board shall not be required to post any further resulting vacancies. When the temporary assignment is completed, the employee shall return to her/his former position. If the position no longer exists, the employee shall exercise her/his rights in accordance with the Collective Agreement. A known temporary vacancy shall be posted within five (5) working days of the known vacancy.
- 12.06 A "temporary employee" means an employee who has been hired to fill a temporary vacancy for which no applications have been received from bargaining unit members with the ability and qualifications to fill the temporary vacancy, such ability and qualifications shall not be determined in an arbitrary or discriminatory manner. The temporary employee shall be covered

by Appendix A only, at the basic rate of pay for the position. If the temporary vacancy becomes a permanent position, it shall be posted in accordance with Article 18. If the temporary employee is hired into the position without a break in service his/her seniority shall be backdated to the date of hire into the temporary vacancy.

- 12.07 A "casual employee" means an employee hired for less than forty (40) working days. Casual employees are covered under Appendix A only, at the basic rate of pay for that position.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

- 13.01 The hours of work shall not normally exceed seven (7) hours per day and thirty-five (35) hours per week, Monday to Friday inclusive. Notwithstanding the foregoing, effective September 1, 2005, the hours of work for Computer Technicians may be increased to a maximum of seven and one-half (7.5) hours per day and thirty-seven and one-half (37.5) hours per week, Monday to Friday inclusive.
- 13.02 Employees covered by this Agreement shall be entitled to a minimum unpaid lunch period of one-half (½) hour during which they shall be free from responsibility.
- 13.03 There shall be a fifteen (15) minute paid break before lunch and a fifteen (15) minute paid break after lunch for employees who work at least five (5) hours per day; and there shall be a fifteen (15) minute paid break for employees who work less than five (5) hours per day.
- 13.04 All time worked beyond seven (7) hours per day or (or seven and one-half {7.5} hours per day September 1, 2005 for Computer Technicians) or thirty-five (35) hours per week (or thirty-seven and one-half {37.5} hours per week effective September 1, 2005 for Computer Technicians) shall be considered as overtime and either paid at the rate of one and one-half (1 ½) times the employee's hourly rate or one and one-half (1 ½) times in lieu time at a time, mutually agreed by the employee and Supervisor.
- 13.05 For all twelve (12) month employees, their normal work hours may be adjusted either by working later or reducing the lunch hour to a ½ hour in order to accumulate lieu hours, where an employee will not be required to work:
- (i) on the first Friday in July and the following Fridays to the end of August, except it should not include the Friday preceding the opening of school.
 - (ii) on any work day between Christmas and New Years, which is not classified as a holiday in this agreement.

Accumulation of lieu hours shall start at the beginning of each school year.

ARTICLE 14 -PART TIME EMPLOYMENT

- 14.01 Application by full-time employees requesting part-time employment may be granted by the Board. Written application of full-time employees requesting part-time employment must be submitted no later than April 30th.

- 14.02 Employees requesting a return to full-time employment must apply in writing to the Board no later than April 30th to be effective for the following school year. An application to return to full-time employment shall be granted by the Board when a full-time position in his or her classification becomes available.
- 14.03 Employees who have a part-time assignment shall not be given a full-time assignment without their consent.

ARTICLE 15 - SICK LEAVE

- 15.01 Each full-time employee who normally works thirty-five (35) hours per week for twelve (12) months per year is entitled to twenty-four (24) sick leave credits each January 1st. Each full-time employee other than those described above is entitled to twenty (20) sick leave credits each January 1st. For part-time employees, sick leave credits shall be prorated and credited each January 1st. Newly hired employees will be credited with prorated sick leave credits at the time of hire. In calculating the number of sick leave credits for an employee in any year, the Board shall first deduct credits from the above entitlement and then from any sick leave accumulated from previous years.
- 15.02 One hundred percent (100%) of unused sick leave credits shall be accumulated from year to year to a maximum of two hundred (200) days for employees employed on a ten (10) month basis and 240 days for employees employed on a twelve (12) month basis.
- 15.03 By February 1st of each year a statement shall be sent to each employee indicating the sick leave credits accumulated by the employee as of the preceding January 1st.
- 15.04 Each eligible employee shall be entitled to use their accumulated sick leave credits for personal illness or injury without loss of salary or benefits. Up to five (5) days per calendar year may be used for family related illness (immediate family).
- 15.05 (a) Absences for personal illness or injury for a period not exceeding three (3) working days shall be reported to the appropriate Superintendent/Manager/Principal.
- (b) Should the Board require from an employee an independent medical opinion, the choice of medical practitioner shall be mutually agreeable to the Board and the Union. It is understood that the Board will bear the cost for such medical assessment.
- 15.06 Employees commencing employment after the first of any month shall receive sick leave days prorated for the balance of the month at two days per complete month or part month in excess of nine working days.
- 15.07 There shall be no payment to an employee for salary or vacation while absent due to illness or injury once sick leave credits are exhausted, nor shall such employee accumulate additional sick leave credits until they have returned to work for a minimum of ten (10) working days.
- 15.08 An employee is not entitled to sick leave pay during a period of layoff or vacation or a leave of absence granted without pay.

- 15.09 Where loss of wages due to injury or illness is compensative from sources other than those provided under the Workplace and Safety & Insurance Act, the Board shall have subrogation rights in such cases. The employee shall be obliged to repay the Board the sum so awarded to him/her so as to restore his/her sick leave credits to the position in which they were before the period of disability, computed according to his/her rate of remuneration at that time.

ARTICLE 16 -SENIORITY

- 16.01 Seniority is defined as the length of continuous service with the Board and shall include service with the Board prior to the amalgamation of the Brant County Roman Catholic Separate School Board and the Haldimand Norfolk Roman Catholic Separate School Board.
- 16.02 The Board shall maintain a seniority list by classification showing each employee's name, seniority, and job classification. In January of each year, an up-to-date seniority list shall be posted by the Board on its website with security to bargaining unit members.
- 16.03 An employee shall be considered to be on probation and will not have seniority standing until he or she has been employed for three (3) months from his or her last date of hire. Upon satisfactory completion of the probationary period an employee will be credited with seniority from last date of hire.
- 16.04 An employee's service shall be terminated and/or seniority lost in the event of:
- (a) Dismissal for just cause which is not reversed through grievance or arbitration;
 - (b) Retires or voluntarily resigns in writing and does not withdraw the resignation within one (1) working week;
 - (c) Absence without leave in excess of five (5) consecutively scheduled working days unless there is a reasonable excuse;
 - (d) After a lay off extending for twenty-four (24) months; and
 - (e) Failure to report for work within ten (10) working days after receipt of notice, by registered mail, to return to work following a layoff unless through sickness or other justifiable cause.
- 16.05 Any question as to the accuracy of the seniority list must be submitted by the Union to the Manager of Human Resources or Designate, in writing, within thirty (30) working days of the posting of the list.
- 16.06 In compiling the seniority list all ties shall be broken based on the following criteria in order:
- (a) total experience in that classification with the Board;
 - (b) total experience with the Board;
 - (c) total experience in the same job function with other Employers;
 - (d) by lot in a manner to be determined by the Board or Union.
- 16.07 For the purpose of Article 16 only, an employee who is absent from work due to illness, accident or approved leave of absence shall continue to accumulate seniority during the period of such an absence.

ARTICLE 17 - LAYOFF AND RECALL

- 17.01 Layoff shall be defined as a permanent discontinuance of a position or permanent reduction in hours of ten percent (10%) or more of an employee's normal hours. An employee subject to layoff shall be notified in writing. Such employee may displace the least senior employee within the same classification. An employee subject to layoff from one classification or equivalent job classification (same maximum rate of pay) may displace the least senior employee in a lower job classification provided that the employee with the greater seniority has the ability and qualifications to perform the work of the position. In applying the foregoing, the employee with the greater seniority may displace more than one part-time employee in order to preserve the time allocation of the employee with the greater seniority. An employee who has displaced one or more employees in accordance with the foregoing and who has a different classification and/or time allocation as a result, he/she shall, subject to seniority, retain the right for twenty-four (24) months to return to his/her former classification and/or time allocation.
- 17.02 Prior to initiating any layoffs the parties shall meet at a Liaison Committee meeting to discuss the impact of such layoffs.
- 17.03 (a) When employees are recalled, the employee with the most seniority shall be recalled first provided that the employee has the qualifications and ability to perform the work of the available position. If an employee is recalled to a different classification and/or time allocation, she/he shall, subject to seniority, retain the right for twenty-four (24) months to return to her/his former classification and/or time allocation. In effecting recalls, no employee shall be recalled to a location outside a forty (40) kilometre radius from the employee's 'home school', except by mutual consent. 'Home school' shall be defined as the school in the system that is nearest to an employee's residence.
- (b) The Board shall offer recall to an employee by telephone and shall confirm by letter.
- 17.04 Subject to 17.03, no new employee shall be hired until all persons on layoff have been given an opportunity for recall.
- 17.05 The Board agrees that no employee shall be laid off or have his or her employment terminated as a result of contracting out work.
- 17.06 In applying Article 17, there shall be no bumping up. Bumping up shall mean an increase of more than twenty percent (20%) in hours or a change to a higher classification.
- 17.07 Recall of Educational Assistants, Child and Youth Workers and Library Resource Technicians to fill existing positions for the following school year will be completed by June 15th.
- 17.08 By June 1 of each school year, Educational Assistants shall submit to the Board a form indicating preference for placement for the following school year. Representatives of the parties shall meet to discuss the content of the form prior to the distribution of the form.
- 17.09 For the purposes of Article 17 only, while on layoff for a maximum of twenty-four (24) months, seniority shall continue to accumulate. When recalled, an employee's sick leave credits held at the time of layoff shall be reinstated.

- 17.10 Subject to eligibility requirements as specified by the carriers, an employee who is on layoff shall have the right to continue with the Employee Benefits as outlined in Article 19.01 provided that such employee shall be required to pay 100% of the premium costs.

ARTICLE 18 - JOB POSTING

- 18.01 All vacancies and new positions within the bargaining unit shall be posted electronically on the Board's website and intranet. The posting shall not close for five (5) working days subsequent to the day posted.
- 18.02 Such postings shall contain at least the following information: nature of position, classification, requisite knowledge and education, ability and skills, hours of work, location, and salary range.
- 18.03 (i) When an applicant who has completed the probationary period and who is not having overall performance difficulties in his/her current position (as confirmed by a performance evaluation) applies within his/her specific job classification, appointment will be based on seniority except that a part-time employee seeking a full-time position must apply under 18.03 (ii).
- (ii) Except for appointments made pursuant to 18.03 (i), all other appointments shall be based on the following factors:
- (a) ability and qualifications to fill the position, and
 - (b) seniority.
- Where the ability and qualifications in factor (a) are relatively equal, seniority shall govern.
- 18.04 Only qualified internal applicants will be interviewed for internal postings. If no applications are received or no qualified employees apply, the Board may hire externally.
- 18.05 The successful applicant and the Union will be notified within three (3) working days of the appointment of a successful applicant. Within five (5) working days of the appointment, the unsuccessful applicants will be advised.

ARTICLE 19 -EMPLOYEE BENEFITS

- 19.01 (a) Effective May 1, 2000, the Board will pay for each eligible full-time employee one-hundred percent (100%) of the premium costs for the following:
- (i) Extended Health Care Plan which includes: vision care for adults with a maximum of \$300 every two years and for children with a maximum of \$150 per year, voluntary use of mail order pharmacy for maintenance medications; the utilization of generic drugs, unless a physician indicates that there is no substitute; co-ordination of benefits; and positive enrollment; and
 - (ii) Group Life equal to three times the annual salary of the employee; and
 - (iii) Dental Plan which includes dental recall examination period of at least nine (9) months; and orthodontic coverage with 50/50 co-insurance to a lifetime maximum of \$ 2,500.

- (b) For purposes of this Article, an employee working thirty (30) hours per week or more shall be considered a full-time employee and for an employee working less than thirty (30) hours per week, premium contribution for Employee Benefits pursuant to 19.01 (a) shall be prorated using the thirty (30) hour factor.
- (c) If a thirty (30) hour per week employee is decreased in time allocation, premium contributions shall be continued for one (1) year on the basis of a thirty (30) hour entitlement.
- (d) For the purpose of this Article, a part time employee who works an irregular schedule shall have her/his hours averaged over a bi-weekly period.

19.02 Participation in the Ontario Municipal Employees' Retirement System shall be in accordance with the provisions of the applicable legislation.

19.03 For each eligible full-time employee who participates, the Board shall pay fifty (50) % of the premium cost for Long Term Disability Plan. For an employee working less than thirty (30) hours per week, the Board's premium contributions for the Long Term Disability Plan shall be prorated using the thirty (30) hour factor as outlined in Article 19.01 (b).

19.04 **Retiree Benefits**

- (a) Subject to continuing eligibility requirements as determined by the carrier, an employee retiring pursuant to the Ontario Municipal Employees' Retirement Pension Plan (with payments commencing within two (2) months of retirement), or an employee retiring from her/his employment with at least a seventy-five (75) factor (age plus years of employment) may continue to participate in the Health Care Plan, Group Life Insurance (three times salary at time of retirement to a maximum of \$100,000) and the Dental Plan all of which may be amended by the Board and the Association, from time to time, until the employee reaches age sixty-five (65).
- (b) The benefit premium costs for such retired employees shall be fully paid by the retiree.
- (c) For employees retiring on or before August 30, 2005, the family rate and the single rate shall be the same as for an active member.
- (d) For employees retiring on or after August 31, 2005, rates for the period September 1, 2005 to August 31, 2007 shall be:
 - (i) family rate: active member family rate plus fifty dollars (\$50) per month
 - (ii) single rate: active member single rate plus twenty-five dollars (\$25) per month
- (e) Subject to clause 19.04.(d), employees retiring on or after August 31, 2005, shall pay the full cost of benefits. A joint committee comprised of three representatives of the Board and three representatives of OSSTF will develop a revised retiree benefit plan and/or an alternative funding mechanism(s) for the plan effective September 1, 2007. On and after September 1, 2007, the Board shall continue to administer benefits for retirees but the Board shall not contribute to the costs of such benefits.

- 19.05 Upon the death of an employee, such employee's dependants' extended health and dental insurance shall be extended without premium payment under the terms of the insurance policy for a maximum of two (2) years.
- 19.06 The Employment Insurance rebate for each individual employee shall be retained by the Board to offset benefit costs.
- 19.07 The Board agrees to consult with the Union, prior to a change or renewal in insurance carriers. Upon request, a copy of the Group Master Policy or Policies of the benefit plans shall be given to the Union. Details of the plans are to be outlined on the Board's intranet. Upon request, the Board will provide an employee with a hard copy of the details of the plan.

ARTICLE 20 -VACATIONS

- 20.01 Employees employed on a twelve (12) month and ten (10) month basis shall receive vacations as follows:

6 months up to 1 year of service	1 week per year with pay at 4% of gross earnings, plus 4% of gross earnings on days worked in excess of six (6) months
1 year up to 4 years of service	2 weeks per year with pay at 4% of gross earnings for the vacation year
4 years up to 10 years of service	3 weeks per year with pay at 6% of gross earnings for the vacation year
10 years up to 15 years of service	4 weeks per year with pay at 8% of gross earnings for the vacation year
15 years up to 25 years of service	5 weeks per year with pay at 10% of gross earnings for the vacation year
25 years of service and over	6 weeks per year with pay at 12% of gross earnings for the vacation year

Employees employed up to six (6) months shall receive four per cent (4%) of their gross earnings during the first six (6) months of the vacation year.

- 20.02 Service for entitlement to vacation will be calculated as of June 30.
- 20.03 For twelve (12) month employees vacation time shall normally be taken when students are not in school. Exceptions to the foregoing are subject to mutual agreement between the employee and the principal/supervisor and in such cases, school secretaries would normally be replaced.
- 20.04 Vacation pay for ten (10) month employees shall be paid on each regular pay.

ARTICLE 21 - HOLIDAYS

21.01 Subject to 21.02 below, employees employed on a twelve (12) month basis and who have completed their probationary period shall receive the following holidays with pay:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Eve Day	Christmas Day
Boxing Day	

Subject to 21.02, employees employed on a ten (10) month basis and who have completed their probationary period shall receive the following holidays with pay:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Thanksgiving Day
Christmas Eve Day	Christmas Day
Boxing Day	

Upon completion of the probationary period, the employees shall be paid for any and all paid holidays for which they have not been paid which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.

Office staff (being; secondary school office staff, board office staff, and resource centre staff) who do not get Christmas Break and Winter Break are permitted three (3) floating days paid leave per year. These may be taken as arranged with the Supervisor.

21.02 An employee will qualify for holiday pay for the above-noted days provided the employee worked her/his scheduled day before and after the holiday.

21.03 When the paid holiday falls on a scheduled vacation day of the employee, an alternative day may be taken by arrangement with the Supervisor.

21.04 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at her/his regular rate of pay.

21.05 An employee who is required to work on any of the applicable above-noted holidays will, in addition to his or her holiday pay, be paid at the rate of one and one-half times her/his regular rate of pay or in lieu thereof and with the agreement of her/his Supervisor be granted equivalent time off with pay equal to overtime rates.

ARTICLE 22 -WORKPLACE SAFETY AND INSURANCE BENEFITS

- 22.01 When an employee is eligible for and receives approval by the Workplace Safety and Insurance Board and provided that the employee has unused sick leave credits, the employee shall receive her/his regular pay from the Board and there shall be a proportional deduction of credits from the employee's unused sick leave credits. Any payment from the Workplace Safety and Insurance Board shall be directed to the Board.

ARTICLE 23 - LEAVES

23.01 Bereavement

- (i) An employee shall be granted up to five (5) days leave of absence from work, with no loss of pay or deduction from sick leave, for the death of an immediate member of the family. Family shall be defined as spouse, father, mother, child, siblings, father-in-law, mother-in-law, brother-in-law, sister-in-law, spouse's of children, grandparents and grandchildren.
- (ii) An employee shall be granted up to two (2) days for bereavements involving relatives or close friends not included in Article 23.01 (i) above with no loss of pay or deduction from sick leave.
- (iii) The Associate Director, Corporate Services or designate may grant an extension of such bereavement leaves including travel time without loss of pay or sick leave credits.

23.02 Jury Duty, Subpoena, Court Appearance, Quarantine

- (i) An employee shall be granted a leave of absence without loss of pay or deduction from sick leave credits where the employee is required to serve on a jury or where the employee is subpoenaed to appear as a witness in court, in a case where the employee is not the defendant.
- (ii) An employee shall be granted leave of absence without loss of pay or deduction of sick leave credits where the absence is due to quarantine by order of the medical officer or similar authority.

23.03 Crisis Leave

- (i) An employee shall be granted a leave of absence without loss of pay, but with deduction from sick leave credits, in crisis situations, which include, but are not limited to the hospitalization of family members, tire, or violence within the home.
- (ii) Crisis shall be interpreted to mean a time of grave danger.

23.04 Personal Leave Day

Subject to the approval of the Associate Director, Corporate Services or designate, an employee may be granted up to two (2) days of personal leave per Agreement year with pay and with deduction from sick leave credits.

23.05 The Board may grant an employee a leave of absence without pay for a maximum of one (1) year. Subject to continuing eligibility an employee on leave may continue to participate in Employee Benefits pursuant to Article 19 provided that the employee shall pay 100% of the premium costs.

23.06 Convocation

An employee shall be granted one (1) day leave of absence without loss of pay but with deduction from sick leave credit, for attendance at the Post Secondary Graduation ceremony of oneself, one's children or one's spouse.

If travel time is a consideration, the employee may apply to the Associate Director, Corporate Services for travel time not to exceed one day without loss of pay but with deduction from such sick leave credit.

ARTICLE 24 - PREGNANCY/PARENTAL LEAVE

24.01 Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act which may be amended from time to time.

- (i) Pregnancy/Parental Leave shall be without pay except that the Board shall compensate the employee through an Employment Insurance Commission approved Supplemental Employment Benefit Plan for the two (2) week waiting period equal to the EI benefit that would be payable to the employee during each week of the applicable benefit period. This payment will be made after receipt of evidence that the employee has served the waiting period.
- (ii) The employee must apply for Employment Insurance Benefits and provide proof that the waiting period was served before the Supplemental Employment Benefit payments become payable.
- (iii) Employees disqualified or dis-entitled from receiving Employment Insurance Benefits are ineligible for Supplemental Employment Benefits.
- (iv) An employee has no vested right to payments under the plan except during a period of an unemployment specified in this Article.

24.02 A father's leave of absence shall be granted without loss of pay or reduction of sick leave credits occasioned by and around the time of the arrival of the child. Such leave shall not total more than two (2) days.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01 A grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any questions as to whether a matter is arbitrable.

25.02 "Days" shall mean instructional days and time limits may be mutually extended in writing.

25.03 An employee who has a complaint concerning the interpretation, application, administration, or alleged violation of this Agreement must bring that complaint to the attention of the immediate Supervisor within ten (10) days of when the employee became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. It is understood that no employee has a grievance until the immediate Supervisor has been given an opportunity to review the complaint and verbally reply, which shall be within five (5) days after the receipt of the complaint.

25.04 Grievance Initiation

Subject to having completed the mandatory complaint stage set out in Article 25.03, the employee shall reduce the Grievance to writing, specify the Article or Articles of this Agreement alleged to have been violated and relief sought, sign the Grievance, and then, within ten (10) days of the reply of the immediate Supervisor in Article 25.03 above, process the Grievance through the following steps in the following sequence.

STEP 1

The grievance shall be submitted to the Associate Director, Corporate Services. The Associate Director, Corporate Services shall reply in writing within five (5) days after receipt of the Grievance.

STEP 2

Failing settlement being reached in Step 1, the Union Grievance Committee, within ten (10) days of the reply of the Associate Director, Corporate Services in Step 1 above, but not thereafter, shall present the Grievance to the Director of Education at a meeting requested for that purpose. The grievor shall have the right to be present at the meeting. The Director of Education shall reply in writing within ten (10) days of the meeting. Failing satisfaction with such reply the Union may within twenty (20) days of the receipt of the reply in Step 2 but not thereafter refer the Grievance to Arbitration.

25.05 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected, shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Appointee or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall

hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee or the Board affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chair governs. The Arbitration Board, shall not, by its decision, add to, delete from, modify or otherwise amend the provisions of the Agreement.

- 25.06 Where a dispute involving a question of general application or interpretation of the terms of this Agreement arises, the Union may file a Grievance at Step 2 of the Grievance Procedure provided such grievance must be initiated within twenty (20) days of when the Union became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. The Union shall present grievance in writing, specify the Article or Articles of the Agreement alleged to have been violated and relief sought.

ARTICLE 26 - SALARIES

- 26.01 The Board shall pay salaries in accordance with Appendix "A" attached hereto and forming part of the Agreement.
- 26.02 When an employee moves from a lower to a higher job classification, she/he shall be placed on the experience step that provides an increase of at least four percent (4%) above the rate received in the lower job classification except that such increase cannot exceed the maximum rate of the higher job classification. An employee will move an experience step on the salary grid on each anniversary of placement in the current classification until the maximum experience step is reached.
- (i) When an employee moves from a higher to lower job classification she/he shall carry her/his years of experience for salary purposes.

ARTICLE 27 - TRAVEL ALLOWANCE

- 27.01 The Board shall pay a per kilometer rate in accordance with Board policy. The travel allowance includes travel between schools except when such travel results from an employee who holds two (2) or more part time assignments as a result of a job posting.

ARTICLE 28 - SCHOOL BUILDING CLOSURE

- 28.01 When a school or building is closed due to inclement weather or other emergency situations, the affected employees will not lose pay.

ARTICLE 29 - PERSONNEL FILES

- 29.01 With at least two (2) days notice, an employee may view her/his personnel file during normal business hours, and she/he may be accompanied by a representative of the Union.
- 29.02 No material shall be placed in the employee's personnel file unless such employee has received a copy of said material and has verified receipt by initializing original copy. This material refers to any report or disciplinary letter produced by Board administration.

- 29.03 Upon written request of an employee, three (3) years after an unsatisfactory evaluation has been made, it shall be removed from the personnel file provided that the employee has improved in areas identified in the evaluation.
- 29.04 The Board shall ensure that all medical records and information are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the employee, the Manager of Human Resources, and no more than two (2) designates of the Manager of Human Resources. The designates shall not be members of the Bargaining Unit.

ARTICLE 30 - JUST CAUSE

- 30.01 No employee shall be disciplined, suspended, demoted or dismissed without just cause.
- 30.02 When a Supervisor intends to interview an employee for disciplinary purposes the supervisor shall notify the employee of the purpose of the interview in order that the employee may consult with her/his union representative who shall have the right to attend the interview.
- 30.03 Disciplinary procedures for all employees shall be conducted in a professional manner.

ARTICLE 31 - HEALTH AND SAFETY

- 31.01 The Board agrees to abide by the Ontario Health and Safety Act. Any alleged violation of that Act will be dealt with pursuant to the enforcement mechanism in the Act.
- 31.02 The Board and the employees of the Bargaining Unit agree that every employee has the right to a safe and healthy environment and to this end the parties shall jointly develop and implement policy and procedure to monitor, inspect, investigate, review and improve health and safety conditions.
- 31.03 In the event that a member of the Bargaining Unit on the Joint Health and Safety Committee is the person elected as the worker co-chair, and in the event that said Bargaining Unit member is covered by this Collective Agreement, the employee shall be given up to ten (10) days per school year without loss of pay to fulfill their co-chair duties.

ARTICLE 32 - HARASSMENT

- 32.01 The Board and the Union agree that every employee has a right to freedom from harassment in the workplace. Any employee who believes she/he has been harassed, has the right to seek redress in accordance to the Board's policy.

ARTICLE 33 - EMPLOYEE ASSAULT

- 33.01 Employees will be covered under any Board policy regarding employee assault.
- 33.02 An employee who is injured as a result of violence related to her/his employment may, upon request, be sent home without loss of pay or sick leave credit for the remainder of the day.

ARTICLE 34 - PHYSICAL PROCEDURES

- 34.01 Educational Assistants and other employees covered by this Agreement will not be required to carry out medical and physical procedures unless properly trained.

ARTICLE 35 - PROFESSIONAL ACTIVITY / DEVELOPMENT

- 35.01 Each year there shall be one (1) professional development day, for which all employees are required to attend and are entitled to be paid her/his regular rate of pay. Notwithstanding the foregoing Educational Assistants and CYW's shall be required to attend a total of four (4) professional development days each year and are entitled to be paid her/his regular rate of pay.

ARTICLE 36 - RECLASSIFICATION DUE TO RESTRUCTURING

- 36.01 If an employee is reclassified due to restructuring, the employee will remain at the higher rate of pay for one full year following the effective date of reclassification.

ARTICLE 37 - UNION LEAVE

- 37.01 On the request of the President of the Bargaining Unit, and subject to securing a suitable replacement, the Board shall grant unpaid leave of up to a maximum of one hundred (100) days per agreement year for Union business for the President and an additional bank of twenty (20) days of unpaid leave per agreement year for other employees for Union business. The Board will continue to pay for an employee on any such leave, and the Union shall reimburse the Board at the replacement cost for an employee taking leave under this Article.
- 37.02 Leave without loss of pay shall be granted to employees representing the Union at Board/Union meetings agreed upon by the parties.
- 37.03 Full-time leave without pay or benefits and without credit for sick leave but with accumulation of seniority shall be granted to an employee who is elected or appointed to a position with the Provincial OSSTF. The Board shall continue the pay and benefits during the period of leave, and the Union shall reimburse the Board for the cost of pay and benefits. Such leave shall be for a period not to exceed two (2) years. At the end of the period of leave and unless otherwise agreed upon by the parties, the employee shall return to the same position held by the employee prior to the commencement of leave, if it still exists, or, if it no longer exists, to a comparable position subject to Article 17 - Layoff and Recall.

ARTICLE 38 - EMPLOYEE CONTACT INFORMATION

- 38.01 All employees shall file with the Board and the Bargaining Unit their most recent address and telephone number.

ARTICLE 39 -CRIMINAL BACKGROUND CHECK

- 39.01 (a) Criminal Background Checks and Offence Declarations shall be conducted in accordance with Board policy. The Board shall ensure that the criminal background checks and offence declarations are placed in a confidential file available only to the Director of Education and two designates who are not members of the Bargaining Unit.
- (b) If an employee receives a "positive result," the employee will be provided with a joint letter drafted by the Board and OSSTF concerning the process.
- (c) If the Board decides to discipline an employee as a result of a Criminal Background Check, the employee has the right to challenge the discipline pursuant to the provisions of the Collective Agreement.

ARTICLE 40 - PERFORMANCE EVALUATIONS

- 40.01 Performance evaluations shall be conducted in accordance with the Board Policy which has been developed in consultation with the Union and which is subject to change after consultation with the Union. The parties agree that issues which arise in the implementation of the policy may be raised in a meeting of the Liaison Committee.

ARTICLE 41 -JOB SECURITY

- 41.01 The Board agrees that, once set at the beginning of the school year, the hours of work of an Educational Assistant shall not be reduced during the school year unless by layoff or the reassignment of an Educational Assistant as a result of a change in the needs of the student or students for which an Educational Assistant is responsible.
- 41.02 Should there be a reduction in the funding level, the Board and the Union agree to meet to discuss the impact, if any, on positions in the bargaining unit.

ARTICLE 42 -CENTRAL DISPATCH

- 42.01 Members of the Bargaining Unit shall not be responsible in any aspect for finding replacements.

ARTICLE 43 -RETURN TO WORK

- 43.01 An employee who is absent from work due to illness or injury shall be returned to work in accordance with the Board's Modified Work Policy, which may be amended from time to time.

FOR THE UNION:

FOR THE BOARD:

Stacy Hies
W. H. Hies

LETTER OF UNDERSTANDING

Item#1

The employees listed below shall pay 15% of the premium costs for the Employee Benefit pursuant to Article 19.01(a) for as long as such employee is continuously employed in the classification held on March 24, 2000:

Zelia Periera
Paula Zelem

Item#2

Secretarial Staffing For Elementary Schools

The hours outlined shall be put in place as Board Policy and shall not be altered in any fashion that would be detrimental to the Union during the term of this agreement.

Enrolment*	Hours
0 - 175	24.5
176 - 225	28.0
226 - 275	31.5
276 - 325	35.0
326 - 375	40.0
376 - 425	45.0
426 - 525	49.0
526 - 575	56.0

* Enrolment is based on actual number of pupils and not full-time equivalent.

The hours outlined shall be put in place as Board Policy and shall not be altered in any fashion that would be detrimental to the Union during the term of this agreement. The parties agree that for the 2006-2007 and 2007-2008 school years, the secretarial hours for Elementary Schools shall be determined and maintained in accordance with the Board memo dated **May 4, 2006** (as **Appendix "B"**).

Item#3

The Board and the Union agree that the Staff Development Fund will be distributed as mutually agreed.

OSSTF RATES AS OF SEPTEMBER 1, 2006 - 2.5%

	Job Title	Start	1 Year	2 Year	3 Year
1	Occasional Teacher Dispatcher Accounting Clerk Library Resource Technician' EA1 Production Assistant	\$17.74	\$18.33	\$18.95	\$19.56
2	Co-op Education Secretary SAS Secretary Secretary to VP Plant Assessment Secretary Payroll/Benefits Clerk	\$18.04	\$18.64	\$19.23	\$19.83
3	Secretaries/Receptionists	\$18.15	\$18.76	\$19.35	\$19.95
4	Elementary School Secretary	\$19.13	\$19.76	\$20.40	\$21.03
5	Student Services Secretary Secretary to Superintendent Computer Technician - 1 Attendance Secretary	\$18.81	\$19.71	\$20.63	\$21.55
6	Educational Assistant - 2 Computer Technician - Senior Database Administrator**	\$21.55	\$22.26	\$22.97	\$23.68
7	Computer Technician - 2 Secretary to Principal Sr Payroll/Benefits Administrator	\$22.26	\$23.26	\$24.28	\$25.29
8	Network Technician CYW	\$25.34	\$25.89	\$26.72	\$27.54
	* Library Technicians: Current incumbents grandfathered effective Feb 03	\$17.61	\$18.08	\$18.97	\$19.90
	** Computer Technician - Senior Database Administrator: Current incumbent grandfathered effective Sep 1/06	\$25.34	\$25.89	\$26.72	\$27.54

The Head, CYW receives an annual allowance of \$2050 and if a member of the bargaining unit working at the Board Office is responsible for Records Management, she/he shall receive an allowance of \$3587.50

OSSTF RATES AS OF SEPTEMBER 1, 2007 3.00%

	Job Title	Start	1 Year	2 Year	3 Year
1	Occasional Teacher Dispatcher Accounting Clerk Library Resource Technician' EA1 Production Assistant	\$18.28	\$18.88	\$19.52	\$20.14
2	Co-op Education Secretary SAS Secretary Secretary to VP Plant Assessment Secretary Payroll/Benefits Clerk	\$18.58	\$19.20	\$19.81	\$20.43
3	Secretaries/Receptionists	\$18.70	\$19.32	\$19.93	\$20.54
4	Elementary School Secretary	\$19.70	\$20.35	\$21.01	\$21.66
5	Student Services Secretary Secretary to Superintendent Computer Technician - 1 Attendance Secretary	\$19.37	\$20.30	\$21.25	\$22.19
6	Educational Assistant - 2 Computer Technician - Senior Database Administrator**	\$22.19	\$22.93	\$23.66	\$24.39
7	Computer Technician - 2 Secretary to Principal Sr Payroll/Benefits Administrator	\$22.93	\$23.95	\$25.01	\$26.05
8	Network Technician CYW	\$26.10	\$26.67	\$27.52	\$28.37
	* Library Technicians: Current incumbents grandfathered effective Feb 03	\$18.14	\$18.62	\$19.54	\$20.49
	**Computer Technician - Senior Database Administrator: Current incumbent grandfathered effective Sep 1/06	\$26.10	\$26.67	\$27.52	\$28.37

The Head, CYW receives an annual allowance of \$2,111.50 and if a member of the bargaining unit working at the Board Office is responsible for Records Management, she/he shall receive an allowance of \$3695.13

BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD**MEMORANDUM**

TO: All Elementary Principals

FROM: G. Wallace Easton, CA
Associate Director, Corporate Services & Treasurer

DATE: May 4, 2006

SUBJECT: **SECRETARIAL HOURS**

The following are the hours for elementary school secretaries:

(NOT FTE)	WEEKLY HOURS	ADDITIONAL HOURS FOR OPEN/CLOSE
0 - 225	30.0	35.0
226 - 275	32.5	35.0
276 - 325	35.0	40.0
326 - 375	40.0	50.0
376 - 425	45.0	50.0
426 - 525	50.0	60.0
> 525	56.0	60.0

Secretaries regular working schedule ends June 30, 2006. The additional hours for "open/close" is intended to provide additional secretarial time for the time period after June 30, 2006 and before September 5, 2006. These hours are to be worked on a schedule mutually agreeable between the principal and the secretary. However, the secretaries must work their normal work week August 28, 2006 to September 1, 2006. Hours worked after June 30, 2006 and before September 5, 2006, must be submitted on a time sheet, approved by the principal.

Note the allocation is based on total enrollment (not FTE). The weekly hours will be adjusted after September 30, 2006, based on actual enrollment.

Secretaries will be paid for the eSIS Training the week of August 22, 2006 in addition to their summer hours noted above. These hours must also be submitted on a time sheet.

GWE:ll

pc: Cathy Bernard, Senior Payroll and Benefits Administrator
Ann Cox, Human Resources Coordinator
Paula Dunn, Manager of Human Resources
Sherry Mancuso, President, OSSTF
Senior Administration

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