

APPENDIX A

ARTICLES IN AGREEMENT
BETWEEN SCDSB AND OPSEU LOCAL 330

Change all references from Employee Services to Human Resource Services.

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its office, clerical, ~~and technical employees~~ **technicians** and educational assistants, **including all classifications outlined in Schedule A**, save and except supervisors, persons above the rank of supervisor, students employed during the school vacation period, **co-op students**, employees covered by a subsisting collective agreement with CUPE, Local 1310, executive secretaries, all persons employed in a confidential capacity in the ~~Employee~~ **Human Resource Services Department**, academic consultants, special education co-ordinator, and all persons covered by the School Boards and Teachers Collective Negotiations Act.
- 4.01 **(a)** "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 **(b)** "Part-time employee" means an employee employed on a permanent basis who works less than the regular hours of work per week and includes those so employed on a school year basis.
- 4.03 **(g)** positions that are temporarily funded by **the Ministry or by** an external organization; or
- 4.04 It is understood and agreed that temporary employees may be employed on a full or part-time basis. A temporary employee, other than one employed by way of a posting to replace an absent employee, will not be employed for a period of more than six (6) months, **with the exception of those funded by an external organization or temporarily funded by the Ministry. These exceptions must be discussed with the Local President.**
- 4.09 The Board will provide the Local President with an **electronic** list each pay period of temporary employees within the bargaining unit noting their name, FTE, location, and end date, if known.
- 4.07 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 **within the previous 24 months**. The aforementioned probationary period will commence as of the date of permanent transfer/assignment.

4.10 **The Board will provide the Local President with an electronic list of all members' names, home addresses, and telephone numbers twice per year, upon request.**

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~~ **Local President** and give ~~them~~ **him/her** 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.

7.04 (d) The time away from productive work shall be reported to the supervisor so that a proper record of ~~same~~ **the time** may be kept.

8.03 Grievances shall be filed at all steps of the grievance procedure with the individual hearing the grievance and the Manager of ~~Employee~~ **Human Resource** Services. Grievance responses shall be addressed to the grievor using his/her home mailing address and shall be copied to the Local President, the steward(s) in attendance, and the Manager of Employee Services.

8.05 Step 2

If the aggrieved employee is not satisfied with the decision at Step 1, he/she may submit the grievance to the Superintendent of ~~Employee~~ **Human Resource** Services or designate, within five (5) days of receipt of the response at Step 1 or within five (5) days of when the response should have been issued. The Superintendent of ~~Employee~~ **Human Resource** Services shall then arrange a meeting to discuss the grievance within a period of ten (10) days. The grievor and grievance committee, the appropriate supervisor, the Superintendent of ~~Employee~~ **Human Resource** Services or designate, and the Manager of ~~Employee~~ **Human Resource** Services may attend this meeting. The Superintendent of ~~Employee~~ **Human Resource** Services shall respond in writing with respect to the grievance within five (5) days following the meeting.

Step 3

If the aggrieved employee is not satisfied with the decision at Step 2, he/she may submit the grievance to the Director of Education or designate within five (5) days of receipt of the response at Step 2 or within five (5) days of when the response should have been issued. The Director of Education or designate shall meet within ten (10) working days to discuss and to endeavour to settle the grievance. The Manager of ~~Employee~~ **Human Resource** Services, appropriate supervisor, the Grievance Committee and, at the request of either party to this Agreement, a Regional Representative of the Union, may also be present. The Director of

Education shall respond in writing with respect to the grievance within five (5) days following the meeting.

- ~~10.03 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 10.02, if a written statement of such grievance is lodged with the Manager of Employee Human Resource Services within ten (10) days after the employee ceases to work for the Employer, or is notified in writing of the termination, whichever is later. All steps of the Grievance Procedure prior to Step 3 may be omitted in such cases. Grievances concerning discharge will be filed directly to arbitration.~~
- 10.04 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.
- 11.02 The probationary period may be extended by the Manager of Human Resource Services and will be confirmed in writing specifying the length of the extension.**
- 12.02 (a) In January of each year, the Employer will ~~provide the Local President with sufficient copies of the Seniority List for each location~~ **post the Seniority List on the staff website. Two lists will be prepared, one sorted by county and one sorted by location.** Such lists shall show each employee's name, current permanent classification, start date, seniority date and current location. **Employees will be notified when the Seniority List has been posted on the staff website.**
- (c) Following each pay, the Employer shall provide **electronically** to the Local President all additions, deletions or amendments to the list including the names of employees recalled or laid off.
- 12.04 (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 **after thirty (30) days upon following** his/her return to work (at pre-injury or accident level). Nothing in this article shall contravene the Human Rights Code.
- 13.01 (c) The Local President, ~~upon~~ **will receiveing written electronic** notice of employees being declared surplus **prior to the affected employees being notified. The Employer shall meet with the Local President upon request to review the implementation of Article 13** ~~may request a meeting with the Employer to review the implementation of Article 13.~~
- 13.02 (b) Where a position(s) is no longer available by reason of shortage of work or funds, the Employer will identify the position(s) and notify the affected employee(s) in writing. The least senior employee(s) in the school/department will be affected, provided the remaining employee(s) have the necessary qualifications/skills to fill the remaining positions. **The**

Principal/Manager will inform all senior employees in that classification that they may elect to be the affected employee. If a more senior employee may elects to be the affected employee, such declaration must be made immediately.

- (k) The Employer will notify the **Local** President ~~of the Local~~ when written notices of lay-off are issued under Article 13.02(j) **or when there is a decision to close a school.**

- 14.01 (a) When a permanent vacancy occurs, or a temporary vacancy occurs as defined in Article 14.01(b), or a new position is created inside the bargaining unit, the Employer shall post a notice of the position ~~in a suitable location~~ **on the Board's website** for a minimum of five (5) days, and copy the Union President by e-mail, in order that all employees, excluding probationary and temporary employees, will know about the position and be able to make written application.

- ~~(d) Notwithstanding 14.01(a), during July and August, positions will continue to be posted, except at schools that are closed, and will be placed on the Employer website and e-mailed to the OPSEU office.~~

- 14.01 (e) Notwithstanding 14.01(a) **and 13.01 (e)**, in a school with ~~more than one~~ ~~(4)~~ a part-time Clerk/Stenographer or Office Assistant position where there is a part-time vacancy, such vacancy or part thereof, may be offered 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 vacancy will be offered to the remaining eligible employees in the school in descending order of seniority. Any such offer must not result in an FTE greater than 1.0.

- 14.03 (a) When filling posted positions, the following factors shall be considered:
 - (i) Ability to perform the work, **including the relevant elements such as skill, experience, knowledge and training;**
 - (ii) Physically able to do the job;
 - (iii) **Work record with the Employer.**

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

- 14.05 (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 **of their permanent classification** but not to exceed the maximum rate of the classification.

14.07 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 14.03 from the qualified candidates who made application for the position at the time of the original posting. **If no qualified candidate is available to fill the position, the Employer may seek applications from outside the Bargaining Unit.**

14.09 Transfer Requests

A permanent employee wanting to transfer to a vacancy within the same classification at another school, **Learning Centre or Career Centre, as appropriate**, may indicate such by ~~submitting a request for transfer in writing to the Employee Services Department~~ **completing an on-line request for transfer**. The request must include the following information:

- Name
- Classification
- Employee Identification Number
- Current Permanent FTE
- Indication as to whether they will accept a lesser FTE**
- Name of up to three schools that he/she wants to transfer to

Other Conditions:

1. To be considered for a particular vacancy, the transfer request must be ~~received in the Employee Services Department~~ **submitted on-line** ~~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. Should an employee accept a transfer or decline a transfer **that is equal to his/her current FTE** under this Article, all transfer requests for that employee shall be deleted and the employee will be unable to request another transfer during the same school year. The employee will be eligible to resubmit requests for the next school year.
6. Requests for transfers will remain valid unless they are withdrawn ~~in writing by the employee and confirmed in writing by the Employee Services Department~~ **on-line** or are deleted under section 3.
9. **The transfer process is available to all Educational Assistants, and office staff in schools, Learning Centres and Career Centres, excluding Resource Specialists. Office staff may only transfer to a like location (e.g. school to school, Learning Centre to Learning Centre).**
10. **Requests for transfer for the summer EA staffing process must be submitted by April 30th.**

- 16.01 (a) **In accordance with the Board's APM**, the Employer may grant a leave of absence in writing to an employee with a minimum of one (1) year of permanent and continuous service with the Board, for a period not to exceed one (1) year.
- 16.01 (e) **An employee's increment date will be adjusted for the full period of any unpaid leave that exceeds thirty (30) calendar days, except as required by legislation.**
- 16.04 In addition, on the request of the OPSEU member and with the prior approval of the supervisor and the Manager of ~~Employee~~ **Human Resource** Services or designate, accumulated sick leave may be used to cover the following absences:
- 16.05 With the approval of the Manager of ~~Employee~~ **Human Resource** Services or designate, the following absences shall be without loss of salary or sick leave credits:
- 16.08 On the expiration of the leave outlined in 16.06 and 16.07, an employee shall assume the same position/**location** 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 12 and 13.
- 16.09 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 Manager of ~~Employee~~ **Human Resource** Services concerning plans for said leave;
- 16.12 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 Manager of ~~Employee~~ **Human Resource** Services. 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.
- 16.14 Professional Development and In-Service Training Committee
- (a) An employee may, upon written application and with the approval of the Supervisor and the Manager of ~~Employee~~ **Human Resource** Services, be granted leave without loss of salary or sick leave credits to participate in relevant professional development programs. Application should be made at least two (2) weeks in advance of the effective date of the leave.

- (d) The Employer agrees, for the 2008-2009, 2009-2010, 2010-2011 and 2011-2012 school years, to allocate \$8500.00 each school year to be available for the OPSEU ~~In-Service~~ **Professional Development** Committee. Such funds are to be used for professional development activities for OPSEU members as approved by the Committee.
- (e) Employees requesting use of such funds will forward the request in writing, outlining the reasons and benefits in attending the outside workshop, **and the relevance to the Board's System Goals**, to the ~~Employee~~ **Human Resource** Services Department for consideration by the **OPSEU Professional Development** Committee. The request will outline the cost of the workshop.

The OPSEU ~~In-Service~~ **Professional Development** Committee will consist of up to three (3) ~~management~~ **Board** representatives 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.~~

The Board will disclose to the Local President at the end of each fiscal school year, all funds paid out pursuant to this article indicating which employees participated.

16.15 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 **to Human Resource Services** proof of service and the amount of pay received.

- (a) **If the court duty is completed before twelve noon, the employee is expected to report to work for the remainder of the day.**
- (b) **If the court duty ends after twelve noon, the employee may be excused from attending work that day.**

16.17 New and renumber remainder of article
An employee who is elected to the full-time release position of Local President, which is reimbursed by the Union, shall be paid on a twelve (12) month basis at forty (40) hours per week.

16.17 Inclement Weather

Although employees are expected to report for work even on stormy days, the Employer 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 Employer office in the regular way at the end of the month, explaining that, in his/her opinion, the absence was justifiable because of the unsafe travelling conditions. The Employer office will deduct a day's sick leave credit for these absences **in accordance with the Board's APM**. If, in the principal's or department head's opinion, the absence was not justified, there will be a day's deduction of salary.

16.20 Self-Funded Leave Plan

Such requests are subject to the approval of the Superintendent of ~~Employee~~ **Human Resource** Services, or designate.

An employee requesting a self-funded leave shall apply in writing to the Manager of ~~Employee~~ **Human Resource** Services by no later than December 31st, requesting such leave to begin at the commencement of the following school year. Written acceptance or denial of the employee's request shall be provided to the employee by May 1st of the school year that the request was made.

The employee must notify the Manager of ~~Employee~~ **Human Resource** Services of his/her intention to return to work by March 1st of the year of the leave. The employee shall return to his/her former classification/location held prior to the commencement of the leave, provided the position still exists and notification of intention to return is received as outlined in this Article. If the former classification/location does not exist, the employee will be returned to a comparable position, subject to Article 13.

17.01 (c) Normal pregnancy is not an illness under the terms of the Sick Leave Plan. An employee who suffers from a pregnancy-related illness while the employee is still working, prior to the commencement of the pregnancy leave, and who provides the Board with a medical statement, shall qualify for sick leave during the illness, until no later than the commencement of the pregnancy leave, in accordance with Article 16.06(b).

17.05 Moved from 17.04 and renumber remainder of the article
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 benefit provisions of Article 20 of this Agreement, then the employee shall authorize the Employer to deduct his/her monthly share of the premiums from the bank account that the Employer has on file for that employee.

17.05 (a) **When an employee is absent due to sickness or accident and a claim has been filed with the Workplace Safety and Insurance Board (WSIB), and the employee has accumulated sick leave credits, he/she may draw upon those credits pending the settlement of the**

WSIB claim. Should the WSIB claim be approved, an employee ~~An employee absent due to sickness or accident compensable by the Workplace Safety & Insurance 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 Workplace Safety & Insurance 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 credit following settlement of the claim and the payment to the Board.~~ **Upon the depletion of the sick leave credits, the employee shall receive only those benefits to which they are entitled by WSIB regulations.**

- (b) **The Board and the Union agree that offering modified duties may facilitate an employee's return to work following an injury or illness. The Parties agree to cooperate in developing a return to work program to accommodate an employee's documented medical restrictions.**

17.06 An employee who has had five (5) continuous years' service with the Employer 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:

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

where N is the number of accumulated sick leave credit days at the time of the employee's separation from the Employer, and S is the average of the best five (5) years of the employee's salary at the date of his/her separation from the Employer. 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. **Notwithstanding the above, an employee who reduces his/her FTE during the school year of the employee's retirement or the school year immediately prior to the employee's retirement, shall not suffer a reduction of the gratuity as a result of the reduced FTE.**

17.07 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:

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

where A is 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. **Notwithstanding the above, an employee who reduces his/her FTE during the school year of the employee's retirement or the school year immediately prior to the employee's retirement, shall not suffer a reduction of the gratuity as a result of the reduced FTE.**

18.01 **Example 1: 12 month employee**

~~Employee changes to .5 FTE on June 7, 2005 from 1.0 FTE.~~

~~Employee works 243 days at 1.0 FTE and 18 days at .5 FTE during the 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:~~

$$\frac{243}{261} \times 1.0 = .931 \text{ for the period July 1 to June 6}$$

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

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

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

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 the 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:

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

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

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

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

Example 3: 12 month employee

~~Employee works 1.0 July 1 to December 31 when he/she takes a 6 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:~~

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

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

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

- 18.08 (b) (ii) **Effective September 1, 2009, the vacation pay percentage for ten month employees referred to in Articles 18.02, 18.03, 18.04, 18.05, 18.06 and 18.07, will be applied to their salary earnings for the school year. Vacation earnings will be paid in twenty-two (22) equal bi-weekly payments commencing on the first pay in September.**
- 18.09 (c) **The Board may, at its discretion, consider exceptional circumstances on a case-by-case basis.**
- 19.02 (b) Notwithstanding Article 19.02(a), the full time hours of work for Electronic Technicians, Senior Electronic Technicians, Certified Network Technicians, **Computer Software 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 19.02(a), and overtime will be paid in excess of forty (40) hours per week consistent with the language of Article 19.03.

19.04 New and renumber remainder of article

- (a) **An Educational Assistant who is asked to attend a school field trip, excluding overnight field trips, will be paid at the overtime rate of pay for any hours on the field trip that extend beyond his/her regular hours of work, excluding lunch and breaks. If the Educational Assistant is unable to take an uninterrupted lunch or break period for safety reasons, such time will be paid at the overtime rate of pay.**
- (b) **When a Principal determines that the attendance of an Educational Assistant is essential to allow a student to participate in an overnight field trip, he/she shall be paid six (6) hours at straight time in addition to his/her regular hours of work, for each day that involves an overnight stay. If the Educational Assistant is unable to take an uninterrupted lunch or break period for safety reasons, such time will be paid at the overtime rate of pay.**

19.04 All full-time employees will be allowed two (2) 15-minute rest periods each day and all part-time employees of .5 FTE or greater will be allowed one (1) 15-minute rest period each day, to be taken at a time or times as mutually agreed to between the employee and management. Failing such agreement, the time or times will be set by management. **Lunch or breaks will not be scheduled at the beginning or end of the work day.**

19.06 (b) A temporary employee who is temporarily assigned all of the duties of a higher rated secretarial classification for more than twenty-one (21) consecutive hours where thirty-five (35) hours is the normal scheduled 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 any hours worked in that classification ~~beyond twenty-one (21) or twenty-four (24) hours respectively.~~ The higher rate will be determined as described in Article 14.05(a).

19.08 Educational Assistants - Assignments and Preparation Professional Activity Days

- (a) The Employer will advise Principals that it is expected that Teachers with Educational Assistants assigned to assist them will have paid time allocated, **in accordance with 19.08 (b)**, 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.
- (b) **The Board will designate the following number of paid P.A. Days for Educational Assistants:**

2008-2009	4 days
2009-2010	4 days
2010-2011	4 days
2011-2012	6 days

The scheduling of such paid PA days shall be at the discretion of the Board. Educational Assistants will be required to be present in a ~~at~~ **at their school** or other work location on ~~that~~ **these days**, as assigned by the Principal.

~~19.09 (a) Effective for the 2007-2008 school year, the Board will designate one P.A. Day for Educational Assistants during the school year. Educational Assistants will be required to be present in a school or other work location on that day, as assigned by the Principal.~~

~~(b) Effective for the 2008-2009 school year, the Board will designate a second P.A. Day for Educational Assistants during the school year. Educational Assistants will be required to be present in a school or other work location on that day, as assigned by the Principal.~~

20.01 ~~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 co-operate with the Insurance Trustees Committee in arranging the Plan and to pay the stated share of the premiums. The selection of the insurance carrier(s) and the design of the various insurance plan(s) will be at the sole discretion of the union. The obligation of the Board is to subsidize the premium costs of the benefit plans as specified in this article.~~

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

20.02 Group Extended Health Insurance

The Employer will contribute the following per month towards the cost of coverage for those full-time employees enrolled in the Group Extended Health Insurance Plan, to a maximum of 100% of the benefit premium:

<u>Effective</u>	<u>Single</u>	<u>Family</u>
January 1, 2009	\$81.18	\$174.52
January 1, 2010	\$85.65	\$184.14
January 1, 2011	\$90.30	\$194.16
January 1, 2012	\$95.04	\$204.35

20.03 Group Life Insurance and Accidental Death and Dismemberment Insurance

The Employer will contribute the following per month towards the premium cost for \$25,000 of life and accidental death and dismemberment insurance for full-time employees enrolled in the Group Life and Accidental Death and Dismemberment Insurance Plan, to a maximum of 100% of the benefit premium:

<u>Effective</u>	<u>Employer Share</u>
January 1, 2009	5.24

20.04 Group Dental Insurance

The Employer will contribute the following per month towards the cost of coverage for those full-time employees enrolled in the Group Dental Insurance Plan, to a maximum of 100% of the benefit premium:

<u>Effective</u>	<u>Single</u>	<u>Family</u>
January 1, 2009	\$34.98	\$89.47

20.05 Long Term Disability Plan

The Employer will contribute \$1.64 per \$100 of benefit for employees enrolled in the Long Term Disability Plan. This Long Term Disability Plan provides for 66% of actual salary for employees enrolled in OMERS and **60%** for those employees enrolled in the Teachers' Pension Plan.

20.08 The insurance plans defined in Articles 20.02, 20.03, 20.04 and 20.05 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 (32½) hours, ~~thirty (30) hours~~ or forty (40) hours, where applicable, per week which the employee normally works, excluding overtime.

20.14 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~~ **throughout the** of the school year. ~~Due to different work schedules, the Employer will determine what is considered to be the last eight (8) pays and employees will be notified one pay in advance of the commencement of the deductions.~~ **The pro-rata will be determined annually by the Board.**

20.15 **OPSEU agrees to indemnify the Board and save it harmless from any loss, costs or damages that may result from claims against the Board arising from such deductions and payment under the employee benefits plans, including but not limited to the amount of payment or any denial of claim by the insurer.**

21.01 Eligible employees, who would otherwise be required to work, will be paid their normal daily rate for the following public holidays (or days in lieu thereof):

- New Year's Day
- Family Day**
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Three (3) Floaters (to be designated by the Board to be taken during the Christmas/New Year's period)

21.01 (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, **approved vacation** or **for reasonable cause** with the permission of the immediate supervisor outside the bargaining unit.

22.03 Correspondence

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

22.05 (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, and
- ~~Two (2)~~ **three (3)** administrative officials appointed by the Director.

22.06 Pay Cheques

~~Employees' pay cheques, or pay statements, when delivered to the schools, will be in separate envelopes. The Board reserves the right to implement an electronic pay statement.~~ **Each employee's pay cheque will be deposited directly into a bank account as directed by the employee and the pay statement will be available on the Payroll Portal on the staff website.**

22.07 Printing Costs Collective Agreement

The parties shall share the cost of printing the Collective Agreement equally in sufficient quantities ~~to ensure that all employees have a copy.~~ **and the Board shall make the collective agreement available on the Board's staff website.**

23.02 A Job Evaluation Committee will be established to review all new classifications and any existing classifications that have a substantial change in responsibilities as determined by the Superintendent responsible for the employee's work area. The committee will consist of up to three (3) representatives from each of the Union and the Employer. In the event there is no agreement, the Superintendent of ~~Employee~~ **Human Resource** Services will make the final decision, after consultation with one representative from the union and the Manager of ~~Employee~~ **Human Resource** Services. If an employee is not satisfied with the final decision, he/she may grieve.

24.01 This Agreement shall be effective as of the 1st day of ~~January, 2005,~~ **September, 2008** and shall remain in force until the 31st day of ~~December, 2008~~ **August, 2012**, 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.

Letter of Intent # 1

It is the intent of the Simcoe County District School Board to **send a notice for posting at each school/location prior to the last day of each school year outlining the seniority date below which, staff are vulnerable to be bumped.** 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.

Letter of Intent #2 – Educational Requirements To Qualify for Educational Assistant 2 - Delete

Letter of Intent #3 - Renew

Letter of Intent #4 - Renew

Letter of Intent #5 – Job Evaluation

The Parties agree to meet to review the current job evaluation process in an endeavour to reach mutual agreement for change. The parties agree to schedule their first meeting within thirty (30) days of **the completion of the review and updating of Job Fact Sheets for OPSEU positions.**

Letter of Intent #6 – Job Fact Sheets – OPSEU

The Board and the Union agree to continue with their review and updating of all current Job Fact Sheets for OPSEU positions. The Committee conducting the review consists of up to three (3) representatives from the Union and up to three (3) representatives from the Employer. The Committee will reconvene within thirty (30) days of ratification and will endeavour to complete the project by December 31, 2009.

Letter of Intent #7 – Dispatching of Secretarial Supplies - Delete

Letter of Intent #8 – Provincial Wage Reopener - Delete

Schedule A Change Learning Centre Secretaries to Senior Administrative Support – Learning Centre

Add the following classifications to Schedule A

- Group A - **School Business Assistant**
- Group B - **Help Desk Technician
Programmer**
- Group F - **Child and Youth Worker**
- **Group H - Resource Specialist**

The salary schedules in Schedule A shall be increased as follows:

January 1, 2009	3%
January 1, 2010	3%
January 1, 2011	3%
January 1, 2012	3%

**NEW – LETTER OF UNDERSTANDING
CNT/CST Transfer Trial**

Certified Network Technicians and Computer Software Technicians will have access to the Transfer process outlined in Article 14.09 of the collective agreement on a trial basis for the 2008 - 2012 collective agreement. At the conclusion of the trial period, the Parties will review the effectiveness of the CNT and CST's participation in the Transfer process. This will not restrict management's ability to ensure the supports to regions are balanced.

**NEW – LETTER OF UNDERSTANDING
Temporary Office Support**

Principals of elementary schools with a single Senior Administrative Support position will have available 35 hours per year for temporary office support.

NEW – LETTER OF UNDERSTANDING

Staffing Funding Enhancement for 2011 – 2012

Whereas the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2011 – 2012 the benchmark salary for Educational Assistants in the Elementary Pupil Foundation Grant, the Special Education Per Pupil Amount (SEPPA) and the new \$5 per pupil amount;

Whereas the government will require that this funding enhancement be used, in 2011 – 2012, in the manner described below;

Subject to the above, in 2011 – 2012, the Board will apply this enhanced funding, up to the value of the Board's share, as follows:

- **Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Educational Assistants from 188 to 194;**
- **Recall in 2011 – 2012 Educational Assistants that, as a result of declining enrollment in the Board, were on a recall list within the Board on or after September 1, 2008, subject to the remaining funds available under this enhancement.**
- **Increase the number of hours worked by Educational Assistants up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement.**
- **Use up to \$5 per ADE to offset staff reductions in OPSEU unionized school office staff that may have occurred since 2008 – 2009 or may have occurred otherwise in 2011 – 2012 and/or to hire additional OPSEU unionized Board-employed school office support staff, subject to the remaining funds available under this enhancement.**

The use of incremental hours for Educational Assistants must include scheduled supervision of students and/or after-school homework support. Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this collective agreement.

Principals shall have the flexibility to assign these hours in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Educational Assistants' working conditions.

**NEW – Letter of Understanding
Group Benefits and Other Working Conditions**

The Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional annual enhancement of 0.26% in benefits benchmarks in 2010-2011, to be used to enhance group benefits and other working conditions.

The bargaining unit's proportionate share of this enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of the Board's unionized and non-unionized employees as reported in the Board's 2008-2009 Financial Statements. In determining the ratio, occasional teachers shall be excluded. The total amount used for group benefits and other working conditions enhancements shall not exceed the Union's proportionate share of the fund provided by the Ministry of Education.

The Board shall notify the Union of the final allocation by November 30, 2009. This allocation is subject to further adjustment upon review by the Ministry of Education.

**NEW – Letter of Understanding
Staffing Funding Enhancement for 2009-2010
Office Support Staff, Para-Professionals**

Whereas the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-2010 funding for Office Support Staff through the elementary component of the School Foundation Grant;

Whereas the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to enhance the level of Professional and Para-Professional Supports in the Elementary Pupil Foundation Grant as follows: 0.33 staff per 1,000 elementary pupils in 2009-2010;

Whereas the Government will require that this funding enhancement be used, in 2009-2010, in the manner described below;

Subject to the above, in 2009-2010, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- Offset staff reductions in OPSEU unionized Professional and Para-Professional Support Staff, School Office and Board Administrative Support Staff occurring between the 2008-2009 and 2009-2010 school years, subject to the funds available under this enhancement;
- Use all remaining funds to ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an OPSEU unionized Office Staff person working 35 hours/week and/or to hire additional unionized Board-employed Professional and Para-Professional Support Staff, and/or School Office and Board Administrative Support Staff, subject to the remaining funds available under this enhancement.

NEW – Letter of Understanding

The Simcoe County District School Board and the Ontario Public Service Employees Union and its Local 330 are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

This Letter of Understanding shall not be considered as part of the collective agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.

NEW – Letter of Understanding Professional Development Allocation

The Simcoe County District School Board will make a one-time allocation for professional development and training to OPSEU by no later than December 31, 2008. The proportionate share of money for the bargaining unit, as provided by the Ministry of Education, will be used to support the professional development of bargaining unit members. It is understood that the total amount turned over to the bargaining unit for professional development activities for their members shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education. OPSEU agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

NEW – Letter of Understanding Enhancements Arising from Other Education Support Workers PDT Agreements

The Government has made a commitment that School Boards and Local Unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and the Ontario Public Service Employees Union have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.