

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**SIMCOE COUNTY DISTRICT SCHOOL BOARD  
(hereinafter referred to as the "Employer")**

**- and -**

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
AND ITS LOCAL 330  
(hereinafter referred to as the "Union")**

**Sector 3**

**Boards of Education**

**FT/PT O & C  
Technical  
Educational Assistants**

**EFFECTIVE SEPTEMBER 1, 2008 TO AUGUST 31, 2012**

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SCDSB  
Midhurst, Ontario**

This Agreement

Between:

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

And

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH:

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	General Purpose	1
2	Recognition	1
3	Relationship	1
4	Definitions	2
5	No Strikes or Lockouts	4
6	Reservation of Management Functions	4
7	Union Grievance Committee & Stewards	5
8	Grievance Procedure	6
9	Arbitration	9
10	Discipline	10
11	Probationary Employees	11
12	Seniority	11
13	Lay-off & Recall	14
14	Job Postings	19
15	Wages	22
16	Leaves of Absence	23
17	Sick Leave	31
18	Vacations With Pay	34
19	Hours of Work & Overtime	37
20	Employee Benefit Plans	40
21	Public Holidays	43
22	General	43
23	Job Evaluation Committee	45
24	Termination	46
Schedule A	Salary Schedules	48
APPENDIX A	Supplemental Employee Benefits (SEB) Plan	56
Letters of Intent		
1	Employment of Educational Assistants	57
2	Afternoon Shift	58
3	Change of Hours of Work	59
4	Job Evaluation	60
5	Job Fact Sheets	61
6	CNT\CST Transfer Trial	62
7	Temporary Office Support	63
Letters of Understanding		
1	Staffing Funding Enhancement 2011-2012	64
2	Group Benefits and Other Working Conditions	66
3	Staffing Funding Enhancement 2009-2010	68
	Office Support Staff, Para Professionals	
4	Professional Development Allocation	70
5	Enhancements Arising From Other Education	72
	Support Workers' PDT Agreements	

**ARTICLE 1: GENERAL PURPOSE**

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

**ARTICLE 2: RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its office, clerical, 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 Human Resource Services Department, academic consultants, special education co-ordinator, and all persons covered by the School Boards and Teachers Collective Negotiations Act.

**ARTICLE 3: RELATIONSHIP**

- 3.01 The parties hereto agree that any employee of the Employer covered by this Agreement may become a member of the Union if he/she wishes to do so, and may refrain from becoming a member of the Union if he/she so desires.
- 3.02 The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.
- 3.03 The Union agrees it will not discriminate against, coerce or restrain any employee because of his/her membership or non-membership, his/her activity or lack of activity in the Union, and recognizes that membership in the Union is a voluntary act on the part of the employee concerned.
- 3.04 The Board and the Union agree that there will be no discrimination or harassment against any employee by the Employer or the Union on any prohibited ground as defined under the Ontario Human Rights Code.
- 3.05 The Union and its members recognize the right of the Board and its administration to manage the school system in the interests of the students and the community. The Board agrees to exercise its management rights with respect to members of this bargaining unit in accordance with the applicable employment-related statutes of Ontario.

- 3.06 The Board and the Union acknowledge their obligations under the Occupational Health and Safety Act, as amended from time to time.
- 3.07 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the Employer's premises without obtaining the prior permission of the Employer. Provided the normal procedure is followed, the Employer will grant a permit to the Union for the use of its premises and facilities for the purpose of membership and Executive Board meetings without payment therefor, unless extra custodial services are required.
- 3.08 During the lifetime of this Agreement, the Employer agrees that it is a condition of employment for all employees covered by this Agreement to pay union dues commencing with their first day of hire into the bargaining unit.
- 3.09 For each pay date on which an employee is paid, the Employer shall deduct from each employee whatever sum may from time to time be authorized by the Union. The amount shall be determined by the Union in accordance with their constitution and notification shall be forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 3.10 The dues deducted shall be remitted to the Administrator of Operational Services, OPSEU Head Office, no later than the 15<sup>th</sup> of the month following the month that the deductions were made. Such remittances shall be accompanied by a list identifying the employees, their social insurance numbers and the amounts deducted from each employee.
- 3.11 The Union agrees to indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.
- 3.12 The Employer agrees to include the annual total of dues deducted on the employees' T-4 slips.

#### **ARTICLE 4: DEFINITIONS**

- 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.
- (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.

- 4.02 A "temporary employee" is an employee hired on a temporary basis for:
- (a) special projects or during periods of heavy workload; or
  - (b) in cases of emergency; or
  - (c) for replacement for employees absent due to illness or accident, or for other similar purposes; or
  - (d) for replacement for employees on leave of absence; or
  - (e) for replacement for an employee temporarily transferred or absent from his/her position under Article 14.01, 16.19, 19.07 and 19.08; or
  - (f) during a period of evaluation to determine if a student requires the assignment of an Educational Assistant; or
  - (g) positions that are temporarily funded by the Ministry or by an external organization; or
  - (h) filling a vacancy during the posting or bumping process; or
  - (i) Educational Assistant positions, which shall not exceed 15% of the total assigned positions that are in excess of the Board's initial approved budget.
- 4.03 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.
- 4.04 Temporary employees shall not accrue seniority under this Agreement and are not entitled to any of the benefits set forth in Articles 17 and 20. Temporary employees are entitled to the overtime provisions set out in Article 19.
- 4.05 Temporary employees in posted positions shall progress on the salary scales in accordance with their months of service outlined in Schedule A.

- 4.06 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.
- 4.07 A Board initiated shutdown, or an employee-initiated absence, of ten (10) days or less, will not be considered as an interruption of the most recent period of continuous employment. All other periods of time without earnings will be considered to be a break in continuous employment.
- 4.08 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.
- 4.09 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.

#### **ARTICLE 5: NO STRIKES OR LOCKOUTS**

- 5.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there shall be no strike, and the Employer agrees that there shall be no lockout. The terms 'strike' and 'lockout' shall be as defined in the Ontario Labour Relations Act.
- 5.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 8.
- 5.03 When other Board employees are on strike or lockout, an employee shall carry out his/her regular duties.
- 5.04 The Union further agrees that it will not involve any employee of the Employer, nor the Employer itself, in any dispute, which may arise between any other employer and the employees of such other employer.

#### **ARTICLE 6: RESERVATION OF MANAGEMENT FUNCTIONS**

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

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

6.02 The Union further recognizes the right of the Employer to operate and manage its schools and operations in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, buildings and equipment are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter, from time to time, rules and regulations to be observed by the employees, but before altering any such rules the Employer will discuss same with the Local President and give 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.

6.03 None of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE 7: UNION GRIEVANCE COMMITTEE AND STEWARDS**

7.01 (a) The Employer agrees to recognize six (6) stewards to be selected by the Union and to recognize a Grievance Committee which shall consist of the Local President and any two (2) stewards. The Union agrees to advise the Employer of the names of the Local President and the stewards. All stewards shall be regular employees of the Board who have completed the probationary period.

(b) It is the intention of the parties to have the steward for each administrative area process the grievances in that area. When the steward for the area is unable to act because of illness, vacation, or other conflict of interest, the Employer will recognize a replacement steward provided that the steward is selected with a view to minimizing travel time and work disruption.

7.02 The Employer undertakes to instruct all members of its supervisory staff to cooperate with the stewards and Union officers in the carrying out of the terms and requirements of this Agreement.

7.03 The Union undertakes to secure from its officers, stewards and members their cooperation with the Employer and with all persons representing the Employer in any supervisory capacity.

- 7.04 The ability of stewards and members of the Grievance Committee to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- (a) The Union agrees that committee members and executive members have regular duties to perform in connection with their employment, and only such time as is reasonably necessary will be taken to service the grievance.
  - (b) The time shall be devoted to the prompt handling of necessary Union business.
  - (c) The stewards and members of the Grievance Committee concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
  - (d) The time away from productive work shall be reported to the supervisor so that a proper record of the time may be kept.
  - (e) The Board reserves the right to limit such time if it deems the time so taken to be excessive.

#### **ARTICLE 8: GRIEVANCE PROCEDURE**

- 8.01
- (a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
  - (b) No grievance shall be considered where it is filed more than ten (10) full working days after the grievor became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.
  - (c) In the computation of time in Articles 8, 9 and 10, Saturdays, Sundays and staff holidays shall not be counted.
  - (d) The time limits contained in the Grievance Procedure may be extended by mutual agreement between the parties.
  - (e) A grievance notice shall be in writing and shall contain an explanation of the grievance, listing all clauses that are alleged to have been violated by specific number and shall not be expanded upon after submission. The settlement requested must be detailed in the grievance.

## 8.02 Types of Grievances

- (a) Individual Grievance: a grievance relating to a particular employee launched by the bargaining unit on behalf of that employee. The relief sought in the grievance shall relate to that person only.
- (b) Group Grievance: a grievance relating to a listed group of employees launched by the bargaining unit on behalf of those employees. The relief sought shall relate only to those listed employees. Group grievances shall commence at Step 2 of the grievance procedure.
- (c) Union Policy Grievance: a grievance filed by the Union based on a dispute arising out of the application, administration, interpretation or alleged violation of the collective agreement. Policy grievances shall commence at Step 2 of the grievance procedure.
- (d) Management Grievance: a grievance filed by the Employer with respect to the conduct of the Union, its officers or stewards, or any complaint that a contractual obligation undertaken by the Union has been violated. Management grievances are filed with the Local President and corporate union representative. If such a grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of an employee.

8.03 Grievances shall be filed at all steps of the grievance procedure with the individual hearing the grievance and the Manager of 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 Human Resource Services.

8.04 It is understood that an employee has no grievance until the matter has been referred to his/her immediate supervisor and an opportunity given to adjust the complaint. If the complaint is not resolved to the satisfaction of the employee, the employee may file a formal grievance at Step 1 within ten (10) full working days of the time the employee became aware or ought reasonably to have become aware of the circumstances giving rise to the dispute.

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

### Step 1

The aggrieved employee shall present his/her grievance to his/her immediate supervisor outside the bargaining unit. In a job posting grievance, the immediate supervisor for the purpose of Step 1 will be the chairperson of the selection committee. The immediate supervisor shall then arrange a meeting to discuss the grievance within a period of ten (10) days. The employee may choose to have the assistance of his/her steward at this meeting. The immediate supervisor shall respond in writing with respect to the grievance within five (5) days following the meeting.

### 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 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 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 Human Resource Services or designate, and the Manager of Human Resource Services may attend this meeting. The Superintendent of 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 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.

If the answer at Step 3 is not satisfactory and if the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement, the grievance may or may not be referred by the Union to a Board of Arbitration as provided in Article 9 at any time within twenty (20) days of receipt of the written decision, but not later.

- 8.06 Notwithstanding Articles 8.05 and 9.01, should the grievor and/or the Union fail to abide by the timelines specified in Articles 8 and/or 9, the parties will deem the matter to be abandoned.

### **ARTICLE 9: ARBITRATION**

- 9.01 (a) Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 8, and which has not been settled, will be referred to a single Arbitrator at the request in writing of the party which initiated the grievance.
- (b) Notwithstanding 9.01(a), the parties may mutually agree to refer the grievance to a Board of Arbitration.
- (c) Notwithstanding 9.01(a) and 9.01(b) above, a grievance involving discharge may be referred to a Board of Arbitration at the request of either party.
- 9.02 Should the parties fail to agree on a person to be the Single Arbitrator referred to in Article 9.01(a) within thirty (30) calendar days of the notification mentioned in 9.01(a), the Ministry of Labour will be asked to nominate a person to act as the Single Arbitrator.
- 9.03 Should the parties agree to refer the grievance to a Board of Arbitration, the following will apply:
- (a) The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairperson, chosen by the two nominees;
- (b) Within ten (10) days of the request by either party for a Board, each party shall notify the other of the name of its nominee;
- (c) Should the nominee chosen by the Employer and the nominee chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned in Section 9.03(b), the Minister of Labour for the Province of Ontario will be asked to nominate a person to act as Chairperson.
- 9.04 The decision of the Single Arbitrator or the Board of Arbitration constituted in the above manner shall be final and binding on both parties. If the Board of Arbitration is unable to determine a unanimous award, the award of the Chairperson shall govern unless the nominees are agreed on a different result.

- 9.05 The Single Arbitrator or the Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.06 Each of the parties to this Agreement will bear the expenses of the nominee they appointed and their own witnesses and attendees, and the parties will jointly bear the expenses, if any, of the Chairperson or of the Single Arbitrator.
- 9.07 No person shall be selected as an Arbitrator who has been directly involved in attempts to negotiate or to settle the grievance.

#### **ARTICLE 10: DISCIPLINE**

- 10.01 When an employee covered by this Agreement is called to the office to be interviewed concerning any matter which might reasonably be anticipated to result in the discipline or discharge of the employee, he/she may be accompanied by a member of the Union Executive if he/she so desires. The Union representative shall be available within a reasonable period of time.
- 10.02 (a) In the event an employee who has attained seniority is discharged from employment and the employee feels that an injustice has been done, the case may be taken up as a grievance.
- (b) Notwithstanding 10.02(a), an employee who has not attained seniority may be discharged and a lesser standard of just cause will apply.
- 10.03 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 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. Grievances concerning discharge will be filed directly to arbitration.
- 10.04 Such grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.
- 10.05 All documentation with respect to discipline will be removed from an employee's file after five (5) years from the date the discipline was taken providing that:

- (a) there has been no further disciplinary action taken against the employee for any infraction; and
- (b) the discipline was not a suspension of three (3) or more days; and
- (c) the employee requests the removal of the documentation upon the expiry of the five (5) year period.

The Employer will advise the employee when the documentation has been removed.

### **ARTICLE 11: PROBATIONARY EMPLOYEES**

- 11.01
- (a) New permanent employees whose permanent FTE is greater than .5 shall serve a probationary period of thirteen (13) consecutive working weeks in the same classification, notwithstanding the location. New permanent part-time employees whose permanent FTE is .5 or less will serve a probationary period of twenty-six (26) consecutive working weeks in the same classification, notwithstanding the location.
  - (b) The determination of full or part-time for the purpose of Article 11.01(a) will be determined at the time of hire as a permanent employee.
  - (c) An employee who is absent for more than three (3) consecutive working days will have his/her probationary period extended by the number of days absent.
- 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.

### **ARTICLE 12: SENIORITY**

- 12.01
- Seniority shall be the length of service with the Employer and predecessor Boards.
- 12.02
- (a) In January of each year, the Employer will 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.

- (b) Such list shall be subject to challenge for a period of two (2) months, failing which it shall be considered to be correct for all purposes. The employee may only challenge seniority gained since the last publishing of the list.
- (c) Following each pay, the 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.

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

- (a) Voluntary resignation;
- (b) Discharge for just cause and not subsequently reinstated through the grievance or arbitration procedures;
- (c) Lay-off in excess of one (1) year unless the lay-off is a reduction in hours and the employee remains at work;
- (d) Failure to signify intention to return to work within three (3) working days of the receipt of the notice of recall, which shall be in writing, registered mail, addressed to the last known address according to the records of the Employer, and failure, in fact, to return to work within a further five (5) days. An employee who so fails shall forfeit his/her claim to re-employment;
- (e) Absence due to approved voluntary leave, illness, accident or compensable claim (Workplace Safety and Insurance Board) that exceeds two (2) years from date of original absence. Nothing in this article shall contravene the Human Rights Code;
- (f) An employee who has lost seniority in accordance with Article 12.03(a), (b), (c) and (d) will be terminated.

- 12.04
- (a) (i) An employee who is absent due to an illness, accident, compensable claim (Workplace Safety and Insurance Board) or on leave under Article 16.01(a), shall continue to accumulate seniority for a period of up to two (2) years.
  - (ii) An employee as described in 12.04(a)(i) will retain his/her seniority until he/she loses same pursuant to Article 12.03(e).

- (iii) An employee who is absent due to illness, accident or compensable claim (Workplace Safety and Insurance Board) and who is fit to return to work shall have his/her seniority reinstated after thirty (30) days following his/her return to work (at pre-injury or accident level). Nothing in this article shall contravene the Human Rights Code.
- (b) An employee who has been absent due to approved voluntary leave, illness, accident or compensable claim (Workplace Safety and Insurance Board) shall for a period of two (2) years from the date of the original absence, be eligible to return to his/her original or a comparable position consistent with his/her seniority, qualifications, physical capabilities to perform the work and permanent hours.
- (c) (i) Should the absence extend beyond two (2) years, the employee shall be eligible, upon recovery, to return to the first available vacancy consistent with his/her seniority, qualifications, physical capabilities to perform the work and permanent hours. The offer of such vacancy will be made prior to the posting of such vacancy and recall of any laid off employees.
- (ii) An employee who is absent due to illness, accident or compensable claim (Workplace Safety and Insurance Board) must provide evidence as requested, satisfactory to the Employer, that substantiates the continuing absence or his/her employment will be terminated.

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

12.06 For the purposes of Article 12.03 and 12.04, an employee who is absent due to illness, accident or compensable claim (Workplace Safety and Insurance Board) who returns to work and is subsequently absent for the same disability, as confirmed in writing by a physician, within a period of thirty (30) working days, will not be considered to have returned to work when calculating the two (2) year period.

**ARTICLE 13: LAY-OFF AND RECALL**

- 13.01
- (a) In all cases of lay-off or recall from lay-off, employees' seniority shall govern provided that the employee has the qualifications/skills to do the work in question.
  - (b) A permanent employee is declared surplus if his/her hours are permanently reduced by the Employer.
  - (c) The Local President will receive 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.
  - (d) Notwithstanding 13.01(c), the Employer will proceed with the implementation of Article 13.
  - (e) Vacant positions will be offered in accordance with this Article prior to processing transfer requests or posting.

13.02 Surplus Procedure

For the purpose of Article 13.01, the following procedure shall be followed in the event a permanent employee is declared surplus:

- (a) Seniority shall prevail.
- (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 elects to be the affected employee, such declaration must be made immediately.
- (c) (i) The Employer will attempt to place employee(s) identified in 13.02(b) by offering, according to seniority, available permanent vacancies within the county for which the employee(s) is qualified.

- (ii) If there is not a permanent vacancy available at the same FTE, a lesser FTE vacancy will be offered, if available. The affected employee may accept two lesser vacancies, or may retain his/her reduced hours position, if it still exists, and accept another vacancy, provided the combined total of the two positions does not exceed his/her current FTE. This option is only available provided the schedules of the two positions coordinate. Schedules are determined by Management. Mileage and/or travel time will not be provided to the employee in these circumstances.
- (d) Should the surplus employee want to exercise his/her bumping option, provided one exists, he/she will be given the option of bumping the most junior employee in the same classification within the employee's school district and within the county, whose permanent FTE is the same or nearest to but not greater than the surplus employee's FTE, and provided the surplus employee has the necessary qualifications for the position. These two options may be the same position. Surplus employees are only entitled to bump one employee.
- (e) The application of Article 13.02 may result in a determination by the Employer of an employee's qualifications to bump an identified employee. Such determination will be discussed with the Union President, or designate, however, the final determination will be made by the Employer.
- (f) Communications to employees declared surplus concerning vacancy and bumping options will be given verbally by the Employer to the last known telephone number of the employee according to the records of the Employer. The Employer will make three (3) attempts to contact the affected employee within a twenty-four (24) hour period, after which the Employer will assign an available position to the employee.
- (g) An employee advised of his/her bumping or vacancy options as detailed in Article 13.02 must make a decision immediately, unless an extension of time is requested and such request shall not be unreasonably denied.
- (h) A surplus employee whose hours were partially reduced and who did not accept either of the options outlined in 13.02(c) or (d), may choose to accept the reduction in hours.
- (i) A surplus employee who accepts a vacancy, bumps another employee, or accepts a reduction in hours, will have no further rights under Article 13 unless he/she is subsequently bumped or declared surplus.

- (j) A surplus employee who has not exercised his/her options as outlined in 13.02(c), (d) or (h), shall be laid off.
  - (k) The Employer will notify the Local President when written notices of lay-off are issued under Article 13.02(j) or when there is a decision to close a school.
- 13.03 A probationary employee who is declared surplus shall be offered, in accordance with his/her permanent date of hire, available permanent vacancies in the same classification within the county, for which he/she is qualified, at the same or lesser FTE. Such offers will only be made after surplus employees with seniority have been placed and transfer requests have been processed. Should the probationary employee decline any such vacancies, or decline to accept the reduction in hours, he/she will be laid off with no right of recall.
- 13.04 An employee who has been bumped in accordance with Article 13.02 shall have the same rights under this Article.
- 13.05 Employees with seniority who are laid off under Article 13 will be given two (2) weeks' written notice of such lay-off for each full year of seniority to a maximum of twelve (12) weeks of notice. Such notice may be verbal to be followed up in writing. The effective date of the lay-off may be extended by the Employer without requiring a new notice period.
- 13.06
- (a) During the notice period referred to in Article 13.05, the notified employee with three (3) or more years' seniority will be provided with an opportunity to upgrade his/her employment skills by attending an in-house training session listed in the current Training Sessions Schedule, for a maximum of five (5) days (based on the employee's FTE at the time of the lay-off notice), in order that the employee may qualify for available vacancies within the bargaining unit.
  - (b) A listing of the available in-house training sessions may be accessed through the Staff Development Registration System.
  - (c) An employee with three (3) or more years of seniority may, during the period of time he/she is on lay-off and retains seniority rights as defined in Article 12.03(c), attend a regularly scheduled in-house training session as listed in the current Training Sessions Schedule provided the Employer has an available vacant seat in the respective session, as determined by the Employer. Attendance at the session(s) will be without pay and without benefits and will not be considered as a recall under Article 13.07.

- (d) An employee who has received training under Article 13.06, will not be entitled to use such training to increase his/her qualifications in order to bump another employee during the current lay-off period.

13.07 Recall Procedure

- (a) Notwithstanding Article 14.01, an employee on lay-off or on notice of lay-off under Article 13 will, prior to the posting of a permanent vacancy, be offered a permanent vacancy within his/her classification from which he/she was laid off, at the same or lesser permanent FTE immediately prior to lay-off, provided he/she has the capabilities to perform the work in question. Such offers will only be made during the period of time that he/she is on lay-off and retains seniority rights. Should more than one employee be qualified, the vacant position(s) will be offered in order of seniority.
- (b) Notwithstanding 13.07(a), should there be a part-time employee in the same classification at that location who is senior to the laid off employee, then a portion of the vacancy will first be offered to that employee prior to implementing 13.07(a), in order to bring that employee to full-time status, provided the schedules of the two positions coordinate. Should there be another senior employee at that location, that employee will then be offered any remaining time.
- (c) Communications to employees on lay-off concerning recalls will be given verbally by the Employer to the last known telephone number of the employee according to the records of the Employer. The Employer will make three (3) attempts to contact the employee within a forty-eight (48) hour period.
- (d) Where an employee fails to respond to a recall notice or declines to accept the position to which he/she was recalled, the position will be offered in seniority order to other laid off employees with the qualifications/skills to perform the work in question, until all laid off employees have been contacted.

13.08 An employee shall have the right to five (5) offers of a position for which he/she is qualified during the one-year period after an employee has been provided with a written notice of lay-off. The rights under this procedure are lost once the fifth offer is refused, should the employee decline to accept the position at the school/department from which he/she was laid off, or at the completion of the one-year period.

13.09 Employees who fail to respond to recall notices in accordance with Article 12.03 (d) shall forfeit their claim to re-employment.

13.10 Where vacant positions have been offered and have been declined, as per Article 13.07 and 13.08, the vacancy will be posted as per Article 14.

13.11 Employees recalled to a position will be paid in accordance with the classification to which they were recalled at the same wage step that they were at prior to lay-off.

13.12 Temporary Recall

(a) Notwithstanding Article 14.01, an employee on lay-off or on notice of lay-off will, prior to the posting of a temporary vacancy, be offered a temporary vacancy which at the time of the vacancy is anticipated to exceed six (6) weeks, within his/her classification from which he/she was laid-off, and at the same or lesser FTE immediately prior to lay-off, provided he/she has the qualifications/skills to perform the work in question. Such offers will only be made during the period of time that he/she is on lay-off and retains seniority rights. Should more than one employee be qualified, the vacant position(s) will be offered in order of seniority.

(b) An employee recalled to a temporary vacancy retains all rights under Article 13.

(c) The one-year recall entitlement period shall continue where an employee is recalled under this Article to a temporary vacancy.

13.13 Temporary Lay-offs and Shutdowns

(a) A school year employee, who is not at work during the Christmas break, March break, summer break or similar break in a modified school calendar, will not activate the lay-off provisions outlined in Article 13.

(b) Article 13.02 does not apply to a temporary shutdown that results in a temporary lay-off of an employee to a maximum cumulative lay-off period of seven (7) weeks in any year, or to a lay-off of five (5) consecutive days or less. A year for the purposes of this Article shall be defined as September 1<sup>st</sup> of one year to August 31<sup>st</sup> of the following year.

(c) Employees will be required to utilize their vacation to cover any Board initiated temporary shutdowns. This requirement may be waived by the Employer.

(d) When an employee runs out of vacation entitlement during a temporary shutdown, he/she will be placed on a temporary lay-off.

- (e) Employees on temporary lay-off shall continue to accumulate seniority during such absence from work.

#### **ARTICLE 14: JOB POSTINGS**

- 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 on the Board's website for a minimum of five (5) days, and copy the Local 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.
  - (b) A temporary vacancy which is anticipated to exceed six (6) months, or reaches six (6) months, shall be posted. Where the original position is posted as above and filled from within the bargaining unit, the first resulting vacancy shall also be posted. Upon the completion of the temporary assignment, the employee shall be returned to his/her former position and wage level.
  - (c) A successful candidate to a temporary posting may not apply for another temporary posting until the temporary assignment has been completed.
  - (d) Notwithstanding 14.01(a) and 13.01 (e), in a school with 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.
- 14.02
- A job posting shall contain the following information:
- (i) classification and FTE;
  - (ii) salary range;
  - (iii) location;
  - (iv) qualifications and skills;
  - (v) required knowledge and education.

- 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.
- (b) Notwithstanding 14.03(a), when determining who should be interviewed for the position, the Employer shall use only the information provided in the employee's resume/application for the posted position.
- 14.04 (a) The Employer shall first determine whether any of the applicants under Article 14.01 are qualified. If none of the applicants are qualified, they may then seek applications from outside the bargaining unit and from temporary employees.
- (b) An unsuccessful candidate may request that the Employer provide reasons as to why he/she was not selected.
- 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.
- (b) The successful candidate to a job posting for a lower, or equal classification will be paid his/her current rate or the maximum rate for the new position, whichever is lower.
- 14.06 (a) A successful applicant to a job posting shall be placed on trial in the new position for a period of three (3) consecutive calendar months. In the event the employee proves unsatisfactory in the position, or the employee feels unable to perform the duties of the new position during the aforementioned trial period, the employee will be returned to his/her former position at the employee's previous hourly rate. The implementation of this sequence of events may result in the lay-off of an employee in accordance with Article 13.

- (b) An employee who does not successfully complete the trial period and returns to his/her original position will not, during the same school year, be eligible to use his/her seniority under Article 14.03 when applying for another job posting in that classification.
- (c) The trial period referred to in Article 14.06(a) is not for the purpose of allowing an employee to attain the capabilities required for the posted vacancy.

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.

14.08 The successful applicant for a job posting shall not be eligible to apply for another job posting during the same school year, with the exception of promotions and increases in the employee's FTE.

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 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

1. To be considered for a particular vacancy, the transfer request must be submitted on-line prior to the Employer declaring the position vacant.
2. When a position becomes vacant and before posting, the Requests for Transfer will be reviewed. Providing the employee is qualified, as determined by the Employer, and the vacant position is at the same or lesser permanent FTE and classification as the employee currently holds, he/she will be offered the transfer. The Employer shall make 3 attempts within 24 hours to contact the employee, after which the employee shall be ineligible to be offered the position. Should more than one qualified person request a transfer to the same location, the employee with the greatest seniority will be offered the position.

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.
4. This article applies only to permanent vacancies.
5. Only permanent employees who have completed their probationary period may apply for a transfer.
6. Requests for transfers will remain valid unless they are withdrawn on-line or are deleted under section 3.
7. Notwithstanding sections 1 through 6, transfers are subject to the approval of the respective school administrator. When a transfer request is not granted, the Employer shall provide the reasons to the employee.
8. Recalls and placement of surplus staff take priority over transfer requests and will be addressed prior to implementing the transfer process.
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 30<sup>th</sup>.

#### **ARTICLE 15: WAGES**

- 15.01
- (a) During the lifetime of this Agreement, the Employer agrees to pay, and the Union agrees to accept, the scale of wages as set out in Schedule A attached hereto, which is hereby made a part of this Agreement.
  - (b) Notwithstanding 15.01(a), any wage adjustment required under the Pay Equity Act will be made in accordance with the Act, and the changes will be reflected in a revised Schedule A agreed to by both parties.
  - (c) Effective January 1, 2005, Schedule A will apply to all employees.

- 15.02 Pay-days shall be every second Friday.
- 15.03 Secretarial staff required to use spoken and written French in the course of their work will receive an allowance of twenty-five (\$.25) cents per hour.
- 15.04 (a) A premium of thirty-five cents (\$.35) per hour shall be paid for all hours worked on the afternoon shift.
- (b) An afternoon shift is a shift that commences after 4:00 P.M.
- (c) The premium in 15.04 (a) is not to be added to the employee's rate when calculating overtime.
- 15.05 Each employee covered by this collective agreement shall provide to the Employer the name of his/her bank or trust company and the account number to which payment will be made by direct deposit.
- 15.06 Where, due to declining enrolment or circumstances beyond the control of an employee, he/she is reclassified to a lower rated position, the employee shall maintain his/her former rate of pay until the rate for his/her new position is at least equal to his/her former rate.

#### **ARTICLE 16: LEAVES OF ABSENCE**

- 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.
- (b) Such leaves will be without pay and without loss of seniority. All requests for a leave of absence shall be in writing specifying a start and end date and the purpose of the leave. The dates may only be changed by mutual agreement. The employee must notify his/her supervisor within one (1) month prior to the end of the leave regarding his/her intent to return to work. An employee on an approved leave of absence may request an extension, to a combined total of two (2) years.
- (c) The employee may continue participation in the group benefit plans provided he/she pays the employee and employer shares of the premiums for the benefits during the period of leave, and provided the group insurance plan allows the continuance of such coverage.
- (d) Employees who fail to return on the specified date, without prior authorization, will be terminated.

- (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.
- 16.02 An employee granted a leave of absence who uses such absence for a different purpose than that for which it was granted shall be deemed to have terminated his/her employment.
- 16.03 Accumulated sick leave is used to cover absences due to illness. On the request of the OPSEU member, and with the prior approval of the supervisor, it may be used to cover the following absences of a special nature:
- (a) community or public service of an emergency nature (not for regularly scheduled or normal events falling during the school day);
  - (b) serious accident or illness in the immediate family for sufficient time to alleviate the emergency condition;
  - (c) emergency medical or dental appointment;
  - (d) education examinations relating to the OPSEU member's professional qualifications;
  - (e) graduation from a community college or university involving the OPSEU member, the member's spouse, child or parent;
  - (f) one (1) day for attendance at the birth of the member's child.
- 16.04 In addition, on the request of the OPSEU member and with the prior approval of the supervisor and the Manager of Human Resource Services or designate, accumulated sick leave may be used to cover the following absences:
- (a) community or public service of a special nature (not for regularly scheduled or normal events falling during the school day);
  - (b) unusual personal reasons not obviously covered by the above.
- 16.05 With the approval of the Manager of Human Resource Services or designate, the following absences shall be without loss of salary or sick leave credits:
- (a) quarantine
  - (b) recognized religious holidays to a maximum of three (3) days in a calendar year.

16.06 Pregnancy Leaves of Absence

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

- (a) Requests for such a leave shall be made in writing to the employee's supervisor as soon as possible, but not later than two weeks before the date the leave is expected to commence. The employee shall attach a medical statement to the request confirming the estimated delivery date.
- (b) An employee who suffers from a pregnancy-related illness 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. The employee will not be required to commence the pregnancy leave at that time, unless the employee so chooses.

16.07 Parental Leaves of Absence

- (a) Parental leaves of absence shall be granted in accordance with the provisions of the Employment Standards Act and as augmented by this Article.
- (b) An employee who is granted a parental leave of absence for the purpose of adoption may request and be granted an additional unpaid leave of absence of up to eight (8) weeks. This additional unpaid leave of eight weeks is available to only one parent.

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 Human Resource Services concerning plans for said leave;
- (b) this period shall not exceed three (3) working days.

16.10 Bereavement Leave

- (a) When a death occurs in the immediate family of an employee, he/she shall be granted not more than three (3) consecutive working days bereavement leave from his/her employment without loss of pay. Said bereavement leave shall commence during the period of time between the death and the day of burial. Immediate family is defined as mother, father, brother, sister, wife, husband, son, daughter, son-in-law, daughter-in-law, common law spouse, mother-in-law, father-in-law, grandchild, step-parent, step-child of the employee. Such bereavement leave shall be charged against the employee's accumulated sick leave credits.
- (b) When a death occurs to an uncle, aunt, brother-in-law, sister-in-law, ward, guardian, or grandparent of an employee, he/she shall be granted one (1) working day of bereavement leave from his/her employment without loss of pay, on the same terms and subject to the same conditions as are set forth in Section 16.10(a). Upon request of the employee and approval of his/her immediate supervisor, the bereavement leave may be extended to three (3) days if such time is required for the purpose of travelling.

16.11 Leave of Absence for Union Business

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

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 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.

16.13 Leave for Public Duties

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

16.14 Professional Development Committee

- (a) An employee may, upon written application and with the approval of the Supervisor and the Manager of 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.
- (b) The opportunities to participate in professional development programs and in-service training programs referenced in Article 16.14(a) shall be distributed fairly amongst employees but solely at the discretion of the Board and the decisions of the Board in this regard are not grievable.
- (c) Employee suggestions regarding suitable professional development programs and in-service training programs shall be considered.
- (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 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 Human Resource Services Department for consideration by the OPSEU Professional Development Committee. The request will outline the cost of the workshop.

The OPSEU Professional Development Committee will consist of up to three (3) Board representatives and up to three (3) OPSEU members. Additional OPSEU members may attend committee meetings as resource personnel.

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.

16.16 Executive Officers of the Union

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

- (a) The leave will be at no cost to the Employer;
- (b) The Union will be invoiced monthly for the employee's salary and all benefits including statutory deductions - e.g. E.I.C.;
- (c) The Union shall reimburse the Employer within fifteen (15) days of the billing date;
- (d) The employee will continue to accumulate seniority and sick leave credits during the period of leave;
- (e) Upon the termination of a leave which does not exceed twenty-four (24) calendar months, the employee will be reassigned to his/her original position and work location providing the position still exists;
- (f) In the event that the leave is extended beyond 24 calendar months or the original position referred to in (e) above does not exist, the employee will be reassigned to a comparable position in accordance with Article 12.

16.17 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.

16.18 Inclément 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.

16.19 Secondment

- (a) An employee, at the discretion of the Director of Education or designate, may be granted a leave of absence in order to participate in a secondment to an agency (e.g. Skills Canada) approved by the Employer.
- (b) An employee on secondment to an Agency shall be covered by the terms and conditions of this Agreement, except for Articles 8 and 9.
- (c) Notwithstanding Article 12.05, the employee will retain all seniority and shall continue to accumulate seniority while on such secondment.
- (d) Upon the expiration of a secondment, which does not exceed twenty-four (24) consecutive months, the employee will be reassigned to his/her original position. In the event the position no longer exists, the employee will be assigned a position in accordance with Articles 12 and 13.
- (e) In the event that the employee was granted a secondment which exceeded twenty-four (24) consecutive months, upon expiration, the employee will be assigned to the first available vacancy for which he/she is qualified.

16.20 Educational Assistants

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

16.21 Self-Funded Leave Plan

The Self-Funded Leave Plan allows full-time employees the opportunity of taking a one-year leave of absence after the employee defers one fifth of his/her pay each year for a period of four (4) years to a special account.

Employees who have completed a minimum of five (5) continuous years of service with the Board as a permanent employee may apply for such a leave.

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

The number of employees granted leaves in any one school year will be determined by the Board.

All self-funded leaves will commence at the beginning of the school year and will end on the day before school starts on the subsequent school year.

An employee requesting a self-funded leave shall apply in writing to the Manager of Human Resource Services by no later than December 31<sup>st</sup>, 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 1<sup>st</sup> of the school year that the request was made.

In the event that a suitable replacement cannot be found for the employee who has been granted a leave, the Board may defer the year of the leave.

All employees participating in the Self-Funded Leave Plan shall be required to sign an agreement supplied by the Board which outlines the conditions of the leave, including any requirements of Canada Revenue Agency.

During the first four (4) years of the Plan, the Board will defer one fifth of the employee's annual salary into an account established by the employee at an institution of the Board's choosing. The deductions shall be deposited into the account and held in trust for the employee. During the year of leave, the Board will make three deposits of salary, less usual deductions, into the bank account that the Employer has on file for that employee.

The employee's benefits will be maintained by the Board during the initial four (4) years of the Plan, in accordance with Article 20. Should the employee wish to remain covered under the employee benefit plans during the period of leave, he/she must assume the full cost of the premiums of the benefit plans during the leave of absence. In this event, 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. Sick leave and vacation credits will not accumulate during the year that the employee is on leave. Seniority will continue to accrue during the period of leave.

Should the employee leave the employ of the Board for any reason (including illness or death) while participating in the plan, or advise the Board in writing that he/she wishes to withdraw from the Plan, any monies owed and interest accumulated shall be paid to the employee or the employee's estate.

The employee must notify the Manager of Human Resource Services by March 1<sup>st</sup> of the year of the leave of his/her intention to return to work. 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.

## **ARTICLE 17: SICK LEAVE**

- 17.01 (a) After three (3) months of continuous service with the Board, permanent full-time employees accrue one (1) day of sick leave credit per pay period (bi-weekly), pro-rated in accordance with time worked, to a maximum total of twenty (20) days per year for those employed on a school year basis, or to a maximum total of twenty-six (26) days per year for those employed on a twelve-month calendar year basis. Permanent part-time employees accrue sick leave each pay period (bi-weekly) pro-rated to their permanent FTE.

- (b) One (1) day per month of the sick leave credits provided for in Article 17.01(a) to a maximum accumulation of seventy-five (75) days will be used only for the purpose of personal disability.
  - (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).
- 17.02 The unused portion of sick leave in any year of service will be accumulated up to a maximum of two hundred (200) days for employees employed on a school year basis and up to a maximum of two hundred sixty (260) days for all other employees entitled to sick leave.
- 17.03 An employee who has been given reasonable notice that it will be required, may be required to produce proof of sickness in the form of a medical certificate.
- 17.04 In order to qualify for sick leave, an employee shall notify his/her supervisor or the Employer in a manner determined by the Employer as soon as possible prior to the beginning of the employee's shift.
- 17.05 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.
- 17.06 (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 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. 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.

17.07

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.

17.08

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.

- 17.09 In the event of the death of an OPSEU employee, any benefits accrued under Articles 17.07 and 17.08 shall be paid to the beneficiary designated by the employee.
- 17.10 Notwithstanding Articles 17.07 and 17.08, members of the bargaining unit commencing employment as a permanent employee after October 6, 1998 will not be eligible to receive a retirement gratuity.

#### **ARTICLE 18: VACATIONS WITH PAY**

- 18.01 Vacations with pay will be granted in accordance with the following:
- (a) Periods of vacation for other than ten-month employees will be taken during the calendar year and will not be accumulated.
  - (b) The vacation pay percentage for ten-month employees referred to in Articles 18.02, 18.03, 18.04, 18.05, 18.06 and 18.07 will be applied to their salary earnings, for the period July 1st to June 30th, excluding any vacation pay.
  - (c) (i) A twelve-month employee shall have his/her days/weeks of vacation referred to in Articles 18.02, 18.03, 18.04, 18.05, 18.06 and 18.07 converted to hours/days of vacation with pay based on the employee's daily permanent days paid during the earning period July 1st to June 30th and the employee's rate of pay at the time of taking the vacation.

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

- (ii) Notwithstanding 18.01(c)(i), temporary lay-offs resulting from Employer initiated shutdowns at Christmas, the March Break and the summer vacation period, will not reduce a twelve-month employee's vacation entitlement.
  - (d) Permanent part-time employees working additional temporary hours will receive four percent (4%) vacation pay on those additional earnings at the time of receiving such earnings.
  - (e) Temporary employees will receive four percent (4%) vacation pay on all regular earnings, excluding vacation pay, at the time of receiving such earnings.
- 18.02 Permanent employees with less than one (1) year of continuous service as a permanent employee by June 30th of any year shall receive one (1) day of vacation with pay for each full month of service up to a maximum of ten (10) days vacation with pay, or shall be paid four percent (4%) of their regular earnings if employed on a ten-month basis.
- 18.03 Permanent employees who have completed one (1) year of continuous service as a permanent employee by June 30th of any year shall receive two (2) weeks' vacation with pay at their current pay rate, or shall be paid four percent (4%) of their regular earnings if employed on a ten-month basis.
- 18.04 Permanent employees who have completed three (3) years of continuous service as a permanent employee by June 30th of any year shall receive three (3) weeks' vacation with pay at their current pay rate, or shall be paid six percent (6%) of their regular earnings if employed on a ten-month basis.
- 18.05 Permanent employees who have completed ten (10) years of continuous service as a permanent employee by June 30th of any year shall receive four (4) weeks' vacation with pay at their current pay rate, or shall be paid eight percent (8%) of their regular earnings if employed on a ten-month basis.
- 18.06 Permanent employees who have completed fifteen (15) years of continuous service as a permanent employee by June 30<sup>th</sup> of any year shall receive five (5) weeks' vacation with pay at their current pay rate, or shall be paid ten percent (10%) of their regular earnings if employed on a ten-month basis.
- 18.07 Permanent employees who have completed twenty-four (24) years of continuous service as a permanent employee by June 30th of any year shall receive six (6) weeks' vacation with pay at their current pay rate or shall be paid twelve percent (12%) of their regular earnings if employed on a ten-month basis.

- 18.08
- (a) Permanent ten-month employees who are not required to work during the Christmas or March Breaks, or on professional activity days, will continue to receive their normal earnings during that period of time.
  - (b)
    - (i) The payments referred to in 18.08(a) will be considered as vacation pay or public holidays as applicable, and the vacation pay will be deducted from the total vacation entitlement as specified for permanent ten-month employees in Articles 18.02, 18.03, 18.04, 18.05, 18.06 and 18.07. A statement of vacation pay earned and paid during the year and any remaining vacation pay will be provided with the last payment for the school year.
    - (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
- (a) Where an employee employed on a twelve-month calendar year basis is off work for a serious illness or accident and is entitled to paid sick leave for the one (1) week immediately preceding the employee's scheduled vacation, and the circumstances causing the sick leave absence continue through the employee's entire scheduled vacation time, he/she may elect to continue to receive sick leave pay and shall be entitled to take his/her vacation at another time scheduled by the Employer provided the serious illness or accident causing sick leave is certified by a physician covering the full period of the illness, or may elect to be paid his/her vacation pay instead of sick leave pay for the period of the scheduled vacation.
  - (b) Notwithstanding 18.09(a), where an employee employed on a ten-month basis is off work for a serious illness or accident and is entitled to paid sick leave for the one (1) week immediately preceding the Christmas or March break, and the circumstances causing the sick leave absence continue through the entire scheduled break time, he/she may elect to continue to receive sick leave pay rather than vacation pay for that period provided the serious illness or accident causing the sick leave is certified by a physician covering the full period of the illness.
  - (c) The Board may, at its discretion, consider exceptional circumstances on a case-by-case basis.

- 18.10 Should any of the Public Holidays as defined in Article 21.01 fall or be observed during an employee's vacation period, then such day will not be considered to be a vacation day.
- 18.11 "Regular earnings" for the purpose of Article 18 will include all earnings except for vacation pay, which is excluded.

### **ARTICLE 19: HOURS OF WORK AND OVERTIME**

- 19.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 19.02
- (a) For full time employees, the work week shall consist of thirty five (35) hours and the working day shall consist of seven (7) hours exclusive of meal periods which, except under emergency conditions, shall be continuous and uninterrupted for a period or periods of not less than one-half hour each.
  - (b) Notwithstanding Article 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.
  - (c) Notwithstanding Article 19.02(a), the hours of work for a full time Educational Assistant shall not be less than thirty-two and one-half (32½) hours per week and six and one-half (6½) hours per day consistent with the language of Article 19.02(a).
  - (d) An Educational Assistant whose normal hours of work are thirty-two and one-half (32½) hours per week will be paid overtime in accordance with Article 19.03 for all time worked in excess of those hours.
  - (e) For the purpose of Article 20, a full time Educational Assistant will be an Educational Assistant whose normal hours of work are at least thirty-two and one-half (32½) hours per week or more.

- (f) Articles 19.02(c), (d) and (e) do not restrict the Employer's right to require certain Educational Assistants to have normal hours of work that are greater than thirty-two and one-half (32½) hours per week but not more than thirty-five (35) hours per week. Such Educational Assistants will be paid overtime in accordance with Article 19.03 for all time worked in excess of those normal hours.

19.03 Authorized overtime will be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for all time worked in excess of thirty-five (35) or forty (40) hours per week, as applicable. At the employee's option, compensating lieu time, at time and one-half, may be taken at a time agreed to by the employee and the Principal or Department Supervisor. In the event that such compensating time off is not granted prior to August 31st in any year, the employee will be paid out at the aforementioned rate of pay.

19.04 (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.

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

19.07 Temporary Assignment Within the Bargaining Unit

- (a) A permanent employee who is temporarily assigned all of the duties of a higher rated secretarial classification will be paid at the lowest hourly rate of the higher classification that would result in a rate increase for all hours worked in that classification. The higher rate will be determined as described in Article 14.05(a).
- (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. The higher rate will be determined as described in Article 14.05(a).

19.08 Temporary Assignment Outside the Bargaining Unit

- (a) An employee who accepts a temporary assignment outside of the bargaining unit in the Administrative and Educational Support Personnel group will retain all seniority but will not continue to accumulate seniority while in that position.
- (b) Upon completion of the temporary assignment outside the bargaining unit, the employee will be reassigned to his/her former position. In the event the position no longer exists, the employee will be assigned a position in accordance with Articles 12 and 13.

19.09 Educational Assistants – 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 19.09 (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 PA 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 at their school or other work location on these days, as assigned by the Principal.

- 19.10 (a) No member of the bargaining unit shall be laid off or suffer a reduction in his/her normally scheduled hours of work as a result of the use of volunteers.
- (b) The parties recognize that the Board is a learning environment and as such, they support the ability of the Board to provide learning opportunities for co-op students and others. However, it is understood that the use of such individuals is for the purpose of enhancement and not replacement. Employees shall not have their hours of work changed or reduced as a result of the use of co-op students or other volunteers in the workplace.

## **ARTICLE 20: EMPLOYEE BENEFIT PLANS**

- 20.01 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.

20.06 The contributions defined in Articles 20.02, 20.03, 20.04 and 20.05 include the Ontario Sales Tax.

20.07 Employee participation in the Benefit Plans defined in Articles 20.02, 20.03, 20.04 and 20.05 is optional and requires completion of the respective registration cards within 31 days of completion of the probationary period.

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, or forty (40) hours, where applicable, per week which the employee normally works, excluding overtime.

- 20.09 The Employer will only contribute its share of the premiums for those employees who have completed their probationary period and who are at work, on vacation or on paid sick leave. The Employer will pay its share of the premiums for those employees employed on a school year basis who have completed their probationary period but who are not at work by reason of Christmas and Winter breaks, and the summer vacation period (July and August).
- 20.10 (a) The continuation of benefits during the first year of a leave will be approved by the Employer in accordance with the insurance carrier's policy/procedure and relevant articles of this collective agreement. For leaves of longer duration, continued benefit coverage is subject to the approval of the insurance carrier and relevant articles of this collective agreement.
- (b) An employee whose benefits are continued during a leave will authorize the Employer to deduct his/her monthly share of the premiums from the bank account the Employer has on file for that employee. Failure of the employee to provide that authorization or failure of the employee to pay the employee's share of the premiums will result in the cancellation of the benefit coverage.
- 20.11 The Employer will continue to pay its share of the premiums for the employee benefit plans in which the employee is enrolled during Pregnancy and Parental leaves. The employee is required to pay the premiums every three months in advance.
- 20.12 The benefit plans described in Articles 20.02, 20.03, 20.04 and 20.05 will terminate at age 65, or if the employee is actively at work after age 65, the benefits will terminate on June 30 of the school year following the employee's 65th birthday.
- 20.13 The Employer will contribute to the cost of OMERS in accordance with OMERS' regulations, which plan shall be compulsory for all permanent full-time employees. The plan is also available to part-time employees who meet the criteria as defined by OMERS.
- 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' pays throughout the school year. 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.

**ARTICLE 21: PUBLIC HOLIDAYS**

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)

- (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.
- (b) An employee who is eligible for a public holiday in accordance with the above conditions and who performs work for the Employer on any of the said public holidays shall be entitled to be paid at time and one-half (1½) his/her regular rate for all time worked on such public holiday in addition to his/her holiday pay.

**ARTICLE 22: GENERAL**

22.01 Bargaining Committee

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

22.02 Travel Allowance

Employees required to use privately owned vehicles for the business of the Employer will be paid a travel allowance for all kilometres actually and necessarily travelled on the Employer's business at the rate approved by the Board. Such travel must be approved by the employee's supervisor. The Board will advise the Union President in writing of any changes to the approved travel allowance.

22.03 Correspondence

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

22.04 Address/Telephone Number Change

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

22.05 Employee/Management Committee

(1) Purpose

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

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

(2) Composition of Committee

(a) The Employee/Management 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
- Three (3) administrative officials appointed by the Director.

(b) Additional members, as resource, may be invited to attend the Committee by either of the parties involved.

(3) Meetings

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

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

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

22.06 Pay Cheques

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 Collective Agreement

The parties shall share the cost of printing the Collective Agreement equally in sufficient quantities and the Board shall make the collective agreement available on the Board's staff website.

22.08 An employee shall not be required to drive students in his/her personal vehicle.

22.09 Medication

The Parties agree that employees may be required to administer medication to students. When employees are required to administer medication, the necessary training shall be provided by the school administrator, and the employee shall be responsible for reviewing the appropriate APM(s).

**ARTICLE 23: JOB EVALUATION COMMITTEE**

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

- (b) The Employer retains the right to determine work content and timing of the new classification and to withdraw a proposed new classification. In filling such new classification, the Employer will comply with Article 14.

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 Human Resource Services will make the final decision, after consultation with one representative from the union and the Manager of Human Resource Services. If an employee is not satisfied with the final decision, he/she may grieve.

#### **ARTICLE 24: TERMINATION**

24.01 This Agreement shall be effective as of the 1st day of September, 2008 and shall remain in force until the 31st day of 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.

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

Dated at Midhurst, Ontario this \_\_\_\_ day of \_\_\_\_\_ 2009.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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**SCHEDULE A**  
**EFFECTIVE JANUARY 1, 2009**

	<b>START</b>	<b>3M</b>	<b>12M</b>	<b>24M</b>	<b>36M</b>
<b><u>GROUP A</u></b>					
Clerk/Stenographer	16.20	16.98	17.75	18.52	19.30
Data Entry Clerk					
Stenographer I					
Switchboard/Receptionist					
Shipper/Receiver	16.97	17.78	18.57	19.39	20.20
Secondary Office Assistant					
Elementary Office Assistant					
Learning Centre Office Assistant					
Twinned School Office Assistant					
Intermediate Clerk I	17.63	18.47	19.31	20.16	21.00
Stenographer II	17.63	18.47	19.31	20.16	21.00
Assistant Secretary					
Intermediate Clerk II					
Stenographer III	18.13	19.00	19.88	20.72	21.60
Intermediate Clerk III	18.49	19.38	20.26	21.15	22.02
Senior Administrative Support - Elementary					
Senior Administrative Support - Secondary					
Senior Administrative Support - Learning Centre	19.51	20.44	21.37	22.30	23.23
Senior Clerk					
School Business Assistant	19.51	20.44	21.37	22.30	23.23
<b><u>GROUP B</u></b>					
Helpdesk Technician	17.63	18.47	19.31	20.16	21.00
School Library Technician					
School A/V Technician	18.13	19.00	19.88	20.72	21.60
Computer Educational Resource Technician	18.13	19.00	19.88	20.72	21.60
Computer Software Technician	19.51	20.44	21.37	22.30	23.23

**SCHEDULE A**  
**EFFECTIVE JANUARY 1, 2009**  
**Page 2**

	<b>START</b>	<b>3M</b>	<b>12M</b>	<b>24M</b>	<b>36M</b>
Electronic Technician Draftsperson	19.39	20.30	21.23	22.18	23.07
Senior Electronic Technician Programmer	20.31	21.29	22.27	23.23	24.18
<b><u>GROUP C</u></b>					
Assistant Artist	18.49	19.38	20.26	21.15	22.02
Artist	19.51	20.44	21.37	22.30	23.23
<b><u>GROUP D</u></b>					
Administrative Assistant	18.49	19.38	20.26	21.15	22.02
Operations Assistant	19.51	20.44	21.37	22.30	23.23
<b><u>GROUP E</u></b>					
Buyer	21.52	22.55	23.57	24.60	25.62
Senior Buyer	22.31	23.37	24.43	25.49	26.57
<b><u>GROUP F</u></b>					
Educational Assistant 1	17.63	18.47	19.31	20.16	21.00
Educational Assistant 2	18.49	19.38	20.26	21.15	22.02
Child & Youth Worker	19.51	20.44	21.37	22.30	23.23
<b><u>GROUP G</u></b>					
Senior Computer Operator	19.51	20.44	21.37	22.30	23.23
Computer Network Technician	20.31	21.29	22.27	23.23	24.18
Certified Network Technician	20.31	21.29	22.27	23.23	24.18
<b><u>GROUP H</u></b>					
Resource Specialist	21.10	22.32	23.60	24.95	26.39

**SCHEDULE A  
EFFECTIVE JANUARY 1, 2010**

	<b>START</b>	<b>3M</b>	<b>12M</b>	<b>24M</b>	<b>36M</b>
<b><u>GROUP A</u></b>					
Clerk/Stenographer	16.69	17.49	18.28	19.08	19.88
Data Entry Clerk					
Stenographer I					
Switchboard/Receptionist					
Shipper/Receiver	17.48	18.31	19.13	19.97	20.81
Secondary Office Assistant					
Elementary Office Assistant					
Learning Centre Office Assistant					
Twinned School Office Assistant					
Intermediate Clerk I	18.16	19.02	19.89	20.76	21.63
Stenographer II	18.16	19.02	19.89	20.76	21.63
Assistant Secretary					
Intermediate Clerk II					
Stenographer III	18.67	19.57	20.48	21.34	22.25
Intermediate Clerk III	19.04	19.96	20.87	21.78	22.68
Senior Administrative Support - Elementary					
Senior Administrative Support - Secondary					
Senior Administrative Support - Learning Centre	20.10	21.05	22.01	22.97	23.93
Senior Clerk					
School Business Assistant	20.10	21.05	22.01	22.97	23.93
<b><u>GROUP B</u></b>					
Helpdesk Technician	18.16	19.02	19.89	20.76	21.63
School Library Technician					
School A/V Technician	18.67	19.57	20.48	21.34	22.25
Computer Educational Resource Technician	18.67	19.57	20.48	21.34	22.25
Computer Software Technician	20.10	21.05	22.01	22.97	23.93

**SCHEDULE A**  
**EFFECTIVE JANUARY 1, 2010**  
**Page 2**

	<b>START</b>	<b>3M</b>	<b>12M</b>	<b>24M</b>	<b>36M</b>
Electronic Technician Draftsperson	19.97	20.91	21.87	22.85	23.76
Senior Electronic Technician Programmer	20.92	21.93	22.94	23.93	24.91
<b><u>GROUP C</u></b>					
Assistant Artist	19.04	19.96	20.87	21.78	22.68
Artist	20.10	21.05	22.01	22.97	23.93
<b><u>GROUP D</u></b>					
Administrative Assistant	19.04	19.96	20.87	21.78	22.68
Operations Assistant	20.10	21.05	22.01	22.97	23.93
<b><u>GROUP E</u></b>					
Buyer	22.17	23.23	24.28	25.34	26.39
Senior Buyer	22.98	24.07	25.16	26.25	27.37
<b><u>GROUP F</u></b>					
Educational Assistant 1	18.16	19.02	19.89	20.76	21.63
Educational Assistant 2	19.04	19.96	20.87	21.78	22.68
Child & Youth Worker	20.10	21.05	22.01	22.97	23.93
<b><u>GROUP G</u></b>					
Senior Computer Operator	20.10	21.05	22.01	22.97	23.93
Computer Network Technician	20.92	21.93	22.94	23.93	24.91
Certified Network Technician	20.92	21.93	22.94	23.93	24.91
<b><u>GROUP H</u></b>					
Resource Specialist	21.73	22.99	24.31	25.70	27.18

**SCHEDULE A  
EFFECTIVE JANUARY 1, 2011**

	<b>START</b>	<b>3M</b>	<b>12M</b>	<b>24M</b>	<b>36M</b>
<b><u>GROUP A</u></b>					
Clerk/Stenographer	17.19	18.01	18.83	19.65	20.48
Data Entry Clerk					
Stenographer I					
Switchboard/Receptionist					
Shipper/Receiver	18.00	18.86	19.70	20.57	21.43
Secondary Office Assistant					
Elementary Office Assistant					
Learning Centre Office Assistant					
Twinned School Office Assistant					
Intermediate Clerk I	18.70	19.59	20.49	21.38	22.28
Stenographer II	18.70	19.59	20.49	21.38	22.28
Assistant Secretary					
Intermediate Clerk II					
Stenographer III	19.23	20.16	21.09	21.98	22.92
Intermediate Clerk III	19.61	20.56	21.50	22.43	23.36
Senior Administrative Support - Elementary					
Senior Administrative Support - Secondary					
Senior Administrative Support - Learning Centre	20.70	21.68	22.67	23.66	24.65
Senior Clerk					
School Business Assistant	20.70	21.68	22.67	23.66	24.65
<b><u>GROUP B</u></b>					
Helpdesk Technician	18.70	19.59	20.49	21.38	22.28
School Library Technician					
School A/V Technician	19.23	20.16	21.09	21.98	22.92
Computer Educational Resource Technician	19.23	20.16	21.09	21.98	22.92
Computer Software Technician	20.70	21.68	22.67	23.66	24.65

**SCHEDULE A**  
**EFFECTIVE JANUARY 1, 2011**  
**Page 2**

	<b>START</b>	<b>3M</b>	<b>12M</b>	<b>24M</b>	<b>36M</b>
Electronic Technician Draftsperson	20.57	21.54	22.53	23.54	24.47
Senior Electronic Technician Programmer	21.55	22.59	23.63	24.65	25.66
<b><u>GROUP C</u></b>					
Assistant Artist	19.61	20.56	21.50	22.43	23.36
Artist	20.70	21.68	22.67	23.66	24.65
<b><u>GROUP D</u></b>					
Administrative Assistant	19.61	20.56	21.50	22.43	23.36
Operations Assistant	20.70	21.68	22.67	23.66	24.65
<b><u>GROUP E</u></b>					
Buyer	22.84	23.93	25.01	26.10	27.18
Senior Buyer	23.67	24.79	25.91	27.04	28.19
<b><u>GROUP F</u></b>					
Educational Assistant 1	18.70	19.59	20.49	21.38	22.28
Educational Assistant 2	19.61	20.56	21.50	22.43	23.36
Child & Youth Worker	20.70	21.68	22.67	23.66	24.65
<b><u>GROUP G</u></b>					
Senior Computer Operator	20.70	21.68	22.67	23.66	24.65
Computer Network Technician	21.55	22.59	23.63	24.65	25.66
Certified Network Technician	21.55	22.59	23.63	24.65	25.66
<b><u>GROUP H</u></b>					
Resource Specialist	22.38	23.68	25.04	26.47	28.00

**SCHEDULE A  
EFFECTIVE SEPTEMBER 1, 2012**

	<b>START</b>	<b>3M</b>	<b>12M</b>	<b>24M</b>	<b>36M</b>
<b><u>GROUP A</u></b>					
Clerk/Stenographer	17.71	18.55	19.39	20.24	21.09
Data Entry Clerk					
Stenographer I					
Switchboard/Receptionist					
Shipper/Receiver	18.54	19.43	20.29	21.19	22.07
Secondary Office Assistant					
Elementary Office Assistant					
Learning Centre Office Assistant					
Twinned School Office Assistant					
Intermediate Clerk I	19.26	20.18	21.10	22.02	22.95
Stenographer II	19.26	20.18	21.10	22.02	22.95
Assistant Secretary					
Intermediate Clerk II					
Stenographer III	19.81	20.76	21.72	22.64	23.61
Intermediate Clerk III	20.20	21.18	22.15	23.10	24.06
Senior Administrative Support – Elementary					
Senior Administrative Support - Secondary					
Senior Administrative Support -Learning Centre	21.32	22.33	23.35	24.37	25.39
Senior Clerk					
School Business Assistant	21.32	22.33	23.35	24.37	25.39
<b><u>GROUP B</u></b>					
Helpdesk Technician	19.26	20.18	21.10	22.02	22.95
School Library Technician					
School A/V Technician	19.81	20.76	21.72	22.64	23.61
Computer Educational Resource Technician	19.81	20.76	21.72	22.64	23.61
Computer Software Technician	21.32	22.33	23.35	24.37	25.39

**SCHEDULE A**  
**EFFECTIVE SEPTEMBER 1, 2012**  
**Page 2**

	<b>START</b>	<b>3M</b>	<b>12M</b>	<b>24M</b>	<b>36M</b>
Electronic Technician Draftsperson	21.19	22.19	23.21	24.25	25.20
Senior Electronic Technician Programmer	22.20	23.27	24.34	25.39	26.43
<b><u>GROUP C</u></b>					
Assistant Artist	20.20	21.18	22.15	23.10	24.06
Artist	21.32	22.33	23.35	24.37	25.39
<b><u>GROUP D</u></b>					
Administrative Assistant	20.20	21.18	22.15	23.10	24.06
Operations Assistant	21.32	22.33	23.35	24.37	25.39
<b><u>GROUP E</u></b>					
Buyer	23.53	24.65	25.76	26.88	28.00
Senior Buyer	24.38	25.53	26.69	27.85	29.04
<b><u>GROUP F</u></b>					
Educational Assistant 1	19.26	20.18	21.10	22.02	22.95
Educational Assistant 2	20.20	21.18	22.15	23.10	24.06
Child & Youth Worker	21.32	22.33	23.35	24.37	25.39
<b><u>GROUP G</u></b>					
Senior Computer Operator	21.32	22.33	23.35	24.37	25.39
Computer Network Technician	22.20	23.27	24.34	25.39	26.43
Certified Network Technician	22.20	23.27	24.34	25.39	26.43
<b><u>GROUP H</u></b>					
Resource Specialist	23.05	24.39	25.79	27.26	28.84

## APPENDIX A

**Supplemental Employment Benefits (SEB) Plan**

1. The object of this SEB Plan is to supplement the Employment Insurance (E.I.) benefits received by employees from Service Canada for temporary unemployment caused by pregnancy or parental leave.
2. Only permanent employees granted a pregnancy or parental leave are covered by this Plan.
3. The other requirements for receipt of a SEB are:
  - (a) The employee must be eligible to receive E.I. pregnancy or parental benefits from Service Canada. Eligibility for the E.I. benefits is to be a result of work done for the Simcoe County District School Board immediately prior to the pregnancy or parental leave;
  - (b) An application for SEB must be made by the employee on a form to be provided by the Board and the employee shall provide verification of the approval of the E.I. claim indicating the weekly amount to be paid by Service Canada;
  - (c) The employee shall sign an agreement with the Board indicating:
    - (i) that the employee will return to work and remain in the service of the Board for at least six (6) months after returning from the employee's pregnancy or parental leave (and any subsequent additional leave granted by the Board under this Agreement), and;
    - (ii) that should the employee not comply with (i) above, the employee shall reimburse the Board any monies paid to the employee under this SEB plan.
4. An employee must have applied for E.I. benefits before a SEB becomes payable.
5. An employee disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SEB. A SEB payment shall be made only when it has been verified that the employee has applied and qualified for E.I.
6. An employee shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
7. It is understood that in any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the employee, shall not exceed 70% of the employee's normal weekly earnings consistent with Service Canada regulations.
8. The two week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable, and applies only toward time missed when the employee would otherwise be scheduled to be at work.

**LETTER OF INTENT #1**

**EMPLOYMENT OF EDUCATIONAL ASSISTANTS**

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.

This Letter of Intent will remain in effect for the period September 1, 2008 to August 31, 2012 and may be renewed by mutual agreement.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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**LETTER OF INTENT #2**

**AFTERNOON SHIFT**

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

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

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

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

This Letter of Intent will remain in effect for the period September 1, 2008 to August 31, 2012 and may be renewed by mutual agreement.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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**LETTER OF INTENT #3**  
**CHANGE OF HOURS OF WORK**

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

This Letter of Intent will remain in effect for the period September 1, 2008 to August 31, 2012 and may be renewed by mutual agreement.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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**LETTER OF INTENT #4**

**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.

This Letter of Intent will remain in effect for the period September 1, 2008 to August 31, 2012 and may be renewed by mutual agreement.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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**LETTER OF INTENT #5**

**JOB FACT SHEETS**

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.

This Letter of Intent will remain in effect for the period September 1, 2008 to August 31, 2012 and may be renewed by mutual agreement.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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**LETTER OF INTENT #6**

**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.

This Letter of Intent will remain in effect for the period September 1, 2008 to August 31, 2012 and may be renewed by mutual agreement.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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**LETTER OF INTENT #7**

**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.

This Letter of Intent will remain in effect for the period September 1, 2008 to August 31, 2012 and may be renewed by mutual agreement.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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## LETTER OF UNDERSTANDING #1

Between

Simcoe County District School Board

And

Ontario Public Service Employees Union  
And its Local 330

### **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.

Dated at Midhurst this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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**LETTER OF UNDERSTANDING #2**

Between

Simcoe County District School Board

And

Ontario Public Service Employees Union  
And its Local 330

**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.

Dated at Midhurst this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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### LETTER OF UNDERSTANDING #3

Between

Simcoe County District School Board

And

Ontario Public Service Employees Union  
And its Local 330

#### **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.

Dated at Midhurst this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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**LETTER OF UNDERSTANDING #4**

Between

Simcoe County District School Board

And

Ontario Public Service Employees Union  
And its Local 330

**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.

Dated at Midhurst this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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**LETTER OF UNDERSTANDING #5**

Between

Simcoe County District School Board

And

Ontario Public Service Employees Union  
And its Local 330

**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.

Dated at Midhurst this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

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