



COLLECTIVE AGREEMENT

BETWEEN

**THE WELLINGTON CATHOLIC DISTRICT
SCHOOL BOARD**

(HEREINAFTER CALLED "THE BOARD")

AND

THE MEMBERS OF

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION REPRESENTING THE
OFFICE CLERICAL AND TECHNICAL EMPLOYEES**

(HEREINAFTER CALLED "THE UNION")

September 1, 2007 – August 31, 2012

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The Wellington Catholic District School Board and OSSTF Office, Clerical, and Technical Employees are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of the collective agreement is to establish and maintain by mutual agreement; orderly collective bargaining relations; to promote cooperation and harmony between the Board, the O.S.S.T.F. Office, Clerical and Technical Bargaining Unit, and the employees covered by the collective agreement; and to provide an amicable method of settling differences which might arise hereunder.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes The Ontario Secondary School Teachers Federation (O.S.S.T.F.), hereinafter called the Union, as the sole and exclusive bargaining agent authorized to represent and negotiate on behalf of all Office, Clerical, and Technical employees (including Library Technicians), and including full-time and part-time salaried employees, and full-time and part-time hourly rated employees, of the Board, save and except Supervisors, those above the rank of Supervisor, persons who are employed in a confidential capacity in matters relating to labour relations* and employees of the Board represented by another bargaining unit.

- * For purposes of clarity, persons who are employed in a confidential capacity in matters relating to labour relations shall mean:

Human Resources Coordinator
Human Resources Clerk/Secretary
Human Resources Officer (2)
Payroll Clerk
Salary and Benefits Administration Officer
Executive Assistant to the Director of Education
Payroll Officer
Human Resources Administrative Assistant
Finance Administrative Assistant
Secretary to the Administrator Plant and Operations
Secretary to the Superintendent
Program Secretary
Accounts Payable/Invoice Audit Clerk

- 2.02 Employees not covered by the terms of the collective agreement, shall not perform duties normally assigned to those employees who are covered by the collective agreement, except for the purposes of instruction, in emergencies when regular employees are not readily available, or in cases mutually agreed upon in writing by both parties.
- 2.03 The Board recognizes the right of the Union to elect or appoint a Negotiation Committee of up to six (6) Bargaining Unit members for the purpose of negotiating successive collective agreements with the Board. Members of the negotiations committee shall not lose pay for negotiating a collective agreement with the Board, up

to, but not including conciliation. The union is not required to reimburse the employer for such time off.

- 2.04 Notwithstanding Article 2.03, the Union retains the right to authorize any adviser, agent, counsel, solicitor or duly authorized representative(s) to assist, advise or represent them in all matters pertaining to the negotiations and administration of this Collective Agreement.
- 2.05 The Union recognizes the right of the Board to authorize any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the operations of the Board and the direction of the working force are fixed exclusively in the Board and shall remain solely with the Board. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Board to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, direct, classify, transfer, assign, retire, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance in a manner and to the extent herein provided;
 - (c) establish and enforce reasonable rules and regulations to be observed by employees;
 - (d) generally to manage and operate the business of the Board in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of equipment to be used, the scheduling of work, the allocation and number of employees required from time to time, and all other matters concerning the operation of the Board.
- 3.02 The Board agrees that such rights shall not be exercised in a manner inconsistent with the provisions of the collective agreement and the Acts and Regulations of Ontario.

ARTICLE 4 - UNION MEMBERSHIP AND FEE DEDUCTION

- 4.01 All employees covered by this agreement shall be members of the Union as a condition of continued employment. Future employees shall, as a condition of their employment, become members of the Union on commencing employment with the Board. All employees covered by this Collective Agreement shall pay union dues.
- 4.02 On each pay date which an employee receives a pay cheque the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.

- 4.03 The OSSTF dues deducted in accordance with 4.02 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, the amounts deducted, and the number of days worked.
- 4.04 Dues specified by the Bargaining Unit, if any, shall be deducted and remitted either to the Treasurer of OSSTF District 18, or the Bargaining Unit Treasurer, as specified, no later than the fifteenth day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, the amounts deducted, and the number of days worked.
- 4.05 The Union agrees to indemnify and hold the Employer harmless from any claims, demands, and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making Union dues deductions.
- 4.06 The Board shall record the amount of Union Dues paid by each member on the Income Tax slip (T-4)

ARTICLE 5 - UNION RIGHTS

- 5.01 The Board shall provide a suitable place in each work location for the posting of Union materials as approved by the Board.
- 5.02 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, provide them with a copy of the agreement, and provide the new employee with the name, work location and phone number of the bargaining unit president.
- 5.03 The Union shall notify the Employer in writing of the names of its representatives as follows: officers, bargaining committee members, grievance committee members, the address and phone number of its Head Office, and the address and phone number of the Bargaining Unit Office. The Board shall recognize such officers and representatives only upon proper notification. Unless otherwise notified by the Board, the Bargaining Unit shall transact business with the Executive Manager of Human Resources or the Manager of Human Resources.
- 5.04 The Board shall notify the President of the Bargaining Unit, by email within five (5) working days, when a member is promoted, demoted or transferred outside of the normal job competition process. In the case of promotion, demotions or transfers as a result of a job competition, the email will be sent within ten (10) working days. When a member is laid off, recalled, or whose employment is terminated for any reason, the President will be notified by email within five (5) working days.
- 5.05 The employer shall provide the Bargaining Unit President with the following information regarding members of the bargaining unit:
- a list of employees, showing their name, work location, home address and telephone number.

- 5.06 The Union shall be allowed to carry out union business on the Employer's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings, and meetings between representatives and members in accordance with Board Policy on Community Use of Schools.
- 5.07 All correspondence between the parties, arising out of the collective agreement or incidental thereto, shall pass to and from the Executive Manager of Human Resources of the Board, or the Manager of Human Resources and the President of the Bargaining Unit. Only correspondence between the parties, including copies, will be treated as formal correspondence which may have an effect on the interpretation or administration of the collective agreement.
- 5.08 The Board shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit, and an employee or group of employees in the bargaining unit shall not bargain with or enter into any agreement with the Board. No employee or group of employees shall undertake to represent the Bargaining Unit at a meeting without the proper authorization of the Bargaining Unit Executive, as communicated to the Board pursuant to Article 5.03.
- 5.09 The only recognized O.S.S.T.F. representative at a meeting with the employer, or sitting on a committee of the employer shall be those that are appointed by the union, and provided in writing by the President of the Bargaining Unit.
- 5.10 The Bargaining Unit acknowledges that its representatives will continue to perform their regular duties, and that Bargaining Unit/Union activities will be conducted as provided through Article 20.
- 5.11 A Bargaining Unit representative(s) may leave his/her work during normal working hours without loss of pay to attend to Union business with the following conditions:
- (a) such business shall be devoted to the prompt handling of Union business with Board management and/or with member(s) of the bargaining unit in accordance with 5.06
 - (b) said employee will not leave his/her regular duties without obtaining permission from his/her supervisor;
 - (c) any Bargaining Unit representative who is granted time by this clause to take up business in a department other than his/her own shall:
 - i) obtain permission from the Principal or Supervisor to meet with the Bargaining Unit member, and, if necessary, provide a brief explanation for the purpose of the visit;
 - ii) report to the chairperson of the meeting which the representative is attending;
 - (d) when resuming his/her regular duties after engaging in duties on behalf of the Bargaining Unit she/he will report to their supervisor upon their return;
 - (e) the Board reserves the right to limit such time.

- 5.12 Both parties agree that there shall be no discrimination, interference, coercion or intimidation exercised or practised by either of them or any of their representatives with respect to any employee because of membership or non-membership, or activity, or lack of activity, in the Union.
- 5.13 Both parties further agree that they shall abide by the terms of the Ontario Human Rights Code.
- 5.14 It shall be the duty of each employee to notify the Board and the Bargaining Unit promptly in writing of any changes in address. If an employee fails to do this, neither the Board nor the Bargaining Unit will be responsible for failure of a notice to reach such employee.
- 5.15 (a) A temporary employee is an employee hired (as outlined in 13.01(b) to replace an employee who is absent from his or her regular duties for a fixed or indefinite period of time due to illness, injury, leave of absence, or statutory leave.
- (b) i) A temporary employee, who is employed for three (3) months or more in the same assignment, shall be a member of the bargaining unit, and shall be required to pay union dues as a condition of employment.
- ii) Such temporary employee, as outlined above (5.15 (b)i) shall be covered by all terms of the agreement except shall not be entitled to benefits or sick leave.
- iii) At the end of the temporary assignment or return of the regular incumbent, the temporary employee's employment will end. The Board may at its discretion assign such person to another temporary assignment.

ARTICLE 6 - JUST CAUSE

- 6.01 No employee shall be demoted, disciplined, or discharged without just cause.
- 6.02 Notwithstanding the Board's right to act upon the immediate removal of an employee acting in a manner that would result in discipline, the parties agree that an employee facing discipline shall have the right to the presence of a representative(s) from the Union and the Board shall notify the employee of this right of representation. The Board will notify the Union of a scheduled discipline meeting at the same time as they notify the employee.

ARTICLE 7 - PERSONNEL FILE

- 7.01 A copy of any completed evaluation which is to be placed in an employee's file shall first be reviewed with the employee. The employee shall sign such evaluations as having been read and shall have the opportunity to add his/her views to such evaluation prior to it being placed in the file.
- 7.02 Each employee shall have reasonable access to their file, in the presence of a member of the Human Resources Department, for the purpose of reviewing and obtaining copies of any evaluations or disciplinary notations contained therein.

- 7.03 Any letter of reprimand, suspension, or other sanction will be removed from the record of an employee twenty-four (24) months following the date of the letter, suspension or other sanction.
- 7.04 Employees are given a legal right of access to their own personal records in accordance with the Freedom of Information and Protection of Individual Privacy Act. If the individual is of the opinion that the record contains an error, he/she may request a correction of the personal information. If the request for a correction is refused the employee has a right to request that a statement of disagreement be attached to the record.

Storage of Medical Files

- 7.05 The Board shall ensure that all medical records and information are stored in a secure location and in a completely confidential manner. Access to such records and information shall be confidential and strictly limited to the member, the Disability & Wellness Co-ordinator, and no more than two delegates of the Disability & Wellness Co-ordinator. The delegates shall not be members of the Bargaining Unit.
- i) A member may request copies of any and all information contained in their medical record.
 - ii) Such a request will be submitted in writing to the Coordinator of Disability Management and photocopies of the information shall be forwarded, in a confidential sealed envelope to the member within five (5) working days of the Board receiving the request.

ARTICLE 8 - NO STRIKE OR LOCKOUT

- 8.01 The Union agrees that it will not cause, direct or consent to any strike on the part of its members during the operation of the collective agreement. The Board agrees that there will be no lock-outs during the operation of the collective agreement. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.
- 8.02 The Union agrees that no member will engage in unlawful strike activity during the operation of the Collective Agreement.
- 8.03 No member shall be requested or required to perform the duties of any other employee of the Board who is engaged in a strike or lockout.

ARTICLE 9 - JOB SECURITY

9.01 Contracting Out

The Board shall not contract out or assign to non-bargaining unit employees any work normally performed by the bargaining unit employees if such contracting out of work or assignment to non-bargaining unit employees result in the lay-off or the reduction of overtime of bargaining unit employees.

- 9.02 No employee shall be laid off or have their hours of work changed or reduced due to the use of volunteers or co-op students.

- 9.03 The Board shall not refuse to fill vacancies owing to the use of volunteers or co-op students in the workplace.
- 9.04 Volunteers or co-op students shall not be used during a legal strike or lockout to perform the duties of striking or locked out employees.

ARTICLE 10 - EMPLOYEE MANAGEMENT COMMITTEE

- 10.01 The parties agree that consultation and communication on matters of joint interest are desirable to promote good constructive and harmonious relations; accordingly, the parties agree that there shall be an Employee-Management committee. The Committee shall meet at the request of either party at a time and place mutually agreed upon by both parties.
- 10.02 The respective committee shall be comprised of not more than four (4) representatives from each of the Bargaining Unit and the Board.
- 10.03 While the committee shall consider and attempt to resolve problems of mutual concern, it is understood that the committee shall function in an advisory capacity only and shall have no power to alter, amend, add to, or modify the terms of the Collective Agreement.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

- 11.01 For the purpose of the Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement including any question as to whether a matter is arbitrable.
- 11.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that there is no grievance until the employee with the concurrence of the bargaining unit has discussed the issue with the Supervisor and the Supervisor has had the opportunity of adjusting the complaint. Such complaint shall be discussed with his/her immediate supervisor within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and union. Failing settlement within five (5) working days, the complaint may then be taken up as a grievance within ten (10) working days following advice of his/her immediate supervisor's decision in the following manner and sequence:

Step 1

The bargaining unit may submit a written grievance signed by the grievance officer and in accordance with Article 11.03 (a) to the Manager of Human Resources or designate. The Manager of Human Resources will deliver his/her decision in writing within five (5) working days following the day on which the grievance was presented to him/her. Failing settlement, then:

Step 2

Within five (5) working days following the decision under Step No. 1, the Union may submit the written grievance to the Executive Manager of Human Resources, or designate. The Executive Manager of Human Resources shall deliver his/her decision in writing within five (5) working days from the date on which the written grievance was

presented to him/her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step 3

Within five (5) working days following the decision in Step No. 2, the grievance may be submitted in writing to the Superintendent of Corporate Affairs. The parties shall meet within five (5) working days of the submission of the grievance at Step No. 3. The purpose of the meeting shall be to facilitate a resolution of the grievance or to otherwise clearly identify the issues in dispute. It is further understood that the Superintendent may have such counsel and assistance as desired at such meeting. The decision of the Board shall be delivered in writing within five (5) working days of such meeting. Failing settlement, the grievance shall proceed in accordance with Article 11.08 below.

- 11.03 (a) At each stage of this procedure, the written grievance, signed by the grievance officer, shall identify the nature of the grievance and the remedy sought and identify the provisions of the Collective Agreement which are alleged to have been violated.
- (b) A meeting established between the parties at any stage in this procedure shall be to facilitate a resolution of the grievance or to otherwise clearly identify the issues in dispute.
- 11.04 For the purpose of this article, working days shall be all days other than Saturdays, Sundays, and statutory holidays. Any grievance initiated prior to school closure (Christmas, March Break, or Summer Break) shall proceed within the time limits outlined unless extended by mutual consent of both parties.
- 11.05 At any stage in this grievance procedure, time lines may be extended by the written mutual consent of both parties.

Policy Grievance

- 11.06 A complaint or grievance arising directly between the Board and the Union concerning interpretation, application or alleged violation of the Collective Agreement shall be originated at Step No. 2 within ten (10) working days following the circumstances giving rise to the complaint or grievance, ought reasonably to have come to the attention of the Union. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee when such employee could her/himself institute, and the regular grievance procedure shall not be thereby by-passed.

Step 2

If the reply of the bargaining unit President to the Executive Manager of Human Resources is not acceptable then the parties may apply for arbitration within 20 days of receipt of the reply.

Group Grievance

- 11.07 Said grievance shall identify each employee in the group and shall be presented to the Executive Manager of Human Resources within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees in the group or to the Union Executive. The grievance shall then be treated as having been initiated at Step No. 2, and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 11.08 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereafter provided. If no written request for arbitration is received within fifteen (15) working days after the decision under Step No 3 is given, the grievance shall be deemed abandoned. Where such a written request is postmarked within thirteen (13) working days after the decision in Step No. 3, it will be deemed to have been received within the time limits.
- 11.09 (a) Failure of the Board to comply with the time limits at any stage of the Grievance and Arbitration Procedure shall result in the grievor proceeding to the next Step of the procedure.
- (b) Failure of the Union to adhere to the time limits at any stage of the Grievance and Arbitration Procedures shall result in deeming the grievance to be withdrawn, subject to the powers of an Arbitrator or Arbitration Board under the Labour Relations Act.
- 11.10 All settlements, reached during the grievance procedure, between the representatives of the parties shall be final and binding upon the parties and upon the employees covered by the Collective Agreement and shall not be the subject of another grievance.
- 11.11 The Board agrees that it will not suspend, discharge or otherwise discipline an employee without just cause. It is understood by the parties that probationary employees shall have a lesser standard of just cause than a permanent employee. The Union shall process such a grievance at Step 2, within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee or Union.

Grievance Mediation

- 11.12 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were frozen.

Arbitration

11.13 When either party requests that any matter be submitted to arbitration as provided in Article 11, it shall make such a request in writing addressed to the other party to the Collective Agreement. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the parties fail to agree upon an Arbitrator within five (5) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon request of either party.

Upon written request of either party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party's appointee to an Arbitration Board. Within ten (10) working days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of ten (10) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

11.14 No person may be appointed chairpersons of an Arbitration Board or nominee who has been involved in an attempt to negotiate or settle the grievance.

11.15 Each of the parties shall pay for its own expenses, including its own witnesses, the expenses of its nominee, and one-half of the fees and expenses of the chairperson of the Arbitration Board.

11.16 No matter may be submitted to arbitration which has not been properly carried through all previous required steps of the Grievance Procedure.

11.17 The Arbitration Board shall not be authorized to alter, modify or amend any part of the Collective Agreement, nor to make any decision inconsistent with the Collective Agreement, nor to deal with any grievance outside its specific jurisdiction as set out in Article 11.14 above.

11.18 The proceedings of the Arbitration Board will be expedited by the parties hereto. The decision of the majority or, where there is no majority, the decision of the chairperson, shall be final and binding upon all concerned.

11.19 Wherever Arbitration Board is referred to in the Collective Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 12 - SENIORITY

12.01(a) Seniority is defined as the length of service in the bargaining unit, subject to the provisions in this Article, and shall include service with the Board prior to joining O.S.S.T.F., measured from date of last hire. For the purposes of seniority calculation, employees regularly employed part-time or full-time, ten (10) months or twelve (12)

months per year shall have seniority calculated as though they had worked twelve (12) months per year.

- (b) All seniority obtained under the Collective Agreement shall be retained and transferred with the member if s/he changes status from hourly to salaried, part-time to full-time and vice-versa.

12.02 **Seniority List**

- (a) The Board shall maintain a seniority list showing the current classification, grade, date of last hire, length of seniority and whether the employee is full or part-time, salaried or hourly.
- (b) The Board shall supply the President of the Bargaining Unit with a copy of an up-to-date seniority list every six (6) months, meaning as of September 30th by October 31st, and as of March 31st by April 30th of each year, setting out the names of employees, their classifications and seniority ranking.
- (c) where two (2) or more members have the same seniority date, the parties will agree to the process at that time to determine the more senior employee.

12.03 **Probationary Period**

- (a) A new employee shall be considered probationary for the first sixty (60) days actually worked. A part time employee shall be considered probationary for the first ninety (90) days actually worked. Upon successful completion of the probationary period, the employee shall be placed on the seniority list with seniority effective from the last date of hire, unless otherwise outlined in this agreement.
- (b) A probationary employee whose probationary period is interrupted by school closure during the summer months shall continue his/her probationary period without penalty immediately following the end of the school closure. The probationary employee shall maintain but not accumulate credit towards his/her probationary period during school closure.

12.04 **Loss of Seniority**

An employee shall lose all seniority and shall be deemed terminated if she/he;

- (a) resigns or retires
- (b) is discharged and not reinstated through the grievance/arbitration procedure
- (c) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Board of such absence and providing a satisfactory reason
- (d) fails to return to work upon the expiration of a leave of absence, or utilizes the leave of absence for a purpose other than that for which it was intended;
- (e) fails:

- i) within five (5) working days from the mailing of Notice of Recall sent by registered mail to his/her last known address to signify his/her intention to return from lay-off, and further;
 - ii) to return to work within fourteen (14) calendar days thereafter, unless mutually agreed otherwise, between the employer and the employee
- (f) if the employee is laid off for a period of twenty- four (24) consecutive months

12.05 Leave of Absence - Seniority

- (a) An employee on a full-time leave of absence of less than six (6) consecutive months shall accumulate seniority during the approved leave providing such leave does not exceed the six (6) month period
- (b) An employee shall maintain but not accumulate seniority during an approved leave of absence in excess of six (6) month period
- (c) It is understood that an employee on a partial leave from his/her current position shall continue to accumulate seniority in accordance with Article 12.01(a).
- (d) An employee on a statutory leave of absence shall continue to accumulate seniority as if they were at work.

Transfers and Seniority Outside Bargaining Unit

12.06 No employee shall be transferred outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, such employee shall retain her/his seniority acquired at the time of leaving the unit for a period of not more than two (2) years. Such an employee may only return to the bargaining unit if laid off, terminated from the assignment or through the posting procedure. Such return shall be discussed between the Union and the Board. Such return shall not result in the displacement of an employee with greater seniority.

ARTICLE 13 - JOB POSTINGS & TRANSFERS

- 13.01 (a) When a vacancy occurs within the bargaining unit, other than a temporary vacancy as set out in Article 5.15, or a new position is established by the Board, the initial position shall be posted internally for a period of five consecutive working days. Such subsequent posting shall be posted for two consecutive days. The posting shall be open to permanent and probationary members of the bargaining unit, subject to Article 13.04.
- (b) Temporary vacancies of more than three (3) months will be posted. If the position is filled through the posting process by a bargaining unit member, a temporary employee will be assigned to the resulting vacancy without further posting. When the absent employee returns to his/her position, the bargaining unit member who posted to the temporary vacancy shall return to his/her position.

- 13.02 Applications for a lateral transfer or a promotional opportunity shall be forwarded to the Human Resources Department by fax, letter or E-mail within the five (5) day posting period. Applicants for a promotional opportunity shall include a complete resume.
- 13.03 All job postings shall contain the following information: job title and grade, location, hours of work and whether hourly or salaried, wage rate or salary range, responsibilities and duties and qualifications required to meet the skill, ability and experience required to perform the duties of the position.
- 13.04 Successful applicants and newly hired employees will not be eligible for transfer until the employee has continuously worked in the position for a period of six (6) months from the last date of transfer, or hire, unless such move is a promotional opportunity, or at the discretion of the Board.
- 13.05 The Board shall give first consideration to permanent bargaining unit employees in filling a vacancy. If there is no suitable applicant from the bargaining unit in accordance with the provisions herein, the Board reserves the right to fill the vacancy from any other source, including external hiring.
- 13.06 (a) A request for lateral transfer shall be considered first when a vacancy exists. A lateral transfer shall be a transfer to another position in the same job grade.
- (b) Applicants for lateral transfers shall be awarded positions in accordance with their seniority.
- (c) Applicants for a transfer from a higher grade to a lower grade position shall be awarded positions in accordance with their seniority.
- (d) There shall be no distinction between salaried and hourly employees, and the employee's time allocation shall not be a factor.
- 13.07 Applicants for promotional opportunities including movement to a higher grade shall be awarded the position based on the following:
- i) skill, ability and experience
 - ii) seniority

Where the factors set out in (i) above are relatively equal, factor (ii) shall govern. If a more senior applicant is unsuccessful, he/she shall be given a reason in writing.

The qualifications considered by the Board in respect of the factors set out in (i) above shall be those necessary to adequately perform the work of the vacant position and shall not be established in an arbitrary or discriminatory manner.

- 13.08 A member who holds a position in a higher category than that where the vacancy occurs, and wants to apply for the position, shall be considered in the transfer process.
- 13.09 A member who was reduced from a Head Secretary position in a school due to a reduction in the school's enrolment shall be continued at the Head Secretary salary rate for a period of two (2) years from the date of change of status or until the rate of his/her salary reaches the Head Secretary rate, whichever occurs first.

- 13.10 Subject to article 13.04, job postings shall be open to all permanent and probationary bargaining unit members.
- 13.11 The Bargaining Unit President shall receive copies of all job postings.
- 13.12 When a non-affiliated position becomes available or a new non-affiliated position is created outside of the bargaining unit, notice of the position will be provided in writing to O.S.S.T.F. O.C.T. members for a period of five (5) working days to allow O.S.S.T.F. employees an opportunity to apply.
- 13.13 If a grievance is filed pertaining to a job posting decision and such decision is subsequently reversed, employees who have been promoted or transferred as a result, will be returned to their former positions if such positions continue to exist, or to another position following the Layoff and Recall procedure.
- 13.14 When a position is created as a result of a new school opening and the closing of the present site, the transfer of employees will be conducted in the following manner:
- i) regardless of enrolment at the new school the employee at the old site shall be transferred to the new site
 - ii) if the enrolment increases to warrant a Head Secretary, the member at the former site will be deemed a Head Secretary
 - iii) if the enrolment decreases, therefore warranting a Secretary position, the Head Secretary from the former site will become a Secretary and their salary shall be red circled for two years, or until the salary catches up or exceeds the salary held by the employee at which time the red circling shall be deleted.
- 13.15 During the summer months, the normal job posting procedure will apply except that job postings will not be sent to schools. All vacant bargaining unit positions shall be available by telephone on the Board job line, and shall be posted on the Board Web Site.

ARTICLE 14 - LAYOFF AND RECALL

- 14.01 A lay-off shall be defined as the elimination of a position, or a reduction in hours of a position of an employee who is a permanent or probationary bargaining unit member.
- 14.02 Temporary employees shall have no recall rights in accordance with this Collective Agreement.
- 14.03 No employee shall gain hours through this process unless it is determined by the Board to be conducive to the efficiency of this process.
- 14.04 A member who is to be laid-off shall be given appropriate notice in accordance with the Employment Standards Act.
- 14.05 The following lay-off procedure shall be used for placement of permanent and probationary employees who are declared surplus or have their hours reduced as per 14.01 or who have been displaced under the provisions of this article.

- (a) The Board shall identify those positions to be eliminated or reduced as a result of a decision to layoff, make a position redundant or reduced, or close a school or department.
 - (b) Members occupying eliminated positions shall be declared surplus.
- 14.06 The full-time equivalent number of members as were declared surplus in Article 14.05(b) shall be declared redundant on the basis of date of hire for probationary members beginning with most recent date of hire, and seniority for permanent members beginning with the least senior. Such members shall be placed on the Temporary Redundancy List.
- 14.07 The Board shall identify all vacancies by grade level, including those created by placing the least senior members on the Temporary Redundancy List.
- 14.08 The process shall be followed in order of seniority, beginning with the most senior employee affected first. Each surplus member who is not on the Temporary Redundancy List shall be placed into a vacant position in the member's job category provided the surplus member has the skill, ability, experience and qualifications for the position. The employee shall have the following options in order:
- (a) accept an available equivalent job vacancy; or
 - (b) accept the reduction in hours and remain in the position (with recall rights to the first position with their original hours); or
 - (c) displace another employee or employees in accordance with the following process, provided that the employee has the skill, ability, experience and qualifications required for the position and that there are no more than two employees occupying a position following the bumping process. (It is understood that the surplus employee may bump more than one employee, if necessary (subject to the above) in order to equal the time entitlement of the surplus employee if there is not one full position available.)
 - i) displace the least senior employee(s) in the same job category; or
 - ii) displace the least senior employee(s) in the next lowest job category; or
 - iii) failing the above, the surplus member is added to the Temporary Redundancy List.
- 14.09 All remaining vacancies shall be posted according to Article 13 - Job Postings & Transfers. Postings shall be open to all members, including members on the Temporary Redundancy List.
- 14.10 All members remaining on the Temporary Redundancy List after all vacancies have been filled shall be notified in writing by the Board and identified as a member scheduled for layoff.

- 14.11 If a member employed part-time displaces a full-time member under these procedures, the part-time employee will be required to remain at their previous time allocation and to share the assignment with another member.
- 14.12 For the purpose of the displacement procedure, the member is entitled to the full-time or part-time status the member held prior to displacement.
- 14.13 A member who loses part of their job shall have the right to follow this procedure to obtain another equivalent position. Through a displacement process, a member may voluntarily elect to accept, on a permanent basis, a vacant position that is less than their status (hourly or salaried), prior to displacement. The Board's obligation to the member shall have been met.
- 14.14 Employees who bump to a position with less pay shall have their existing weekly salary red-circled for a period of twenty-four (24) months; or until the rate of pay for the position catches up or supersedes that which the employee is presently receiving. After this time, the employee's salary will no longer be red-circled. Notwithstanding this article, members red-circled prior to this agreement shall be covered by the Letter of Agreement - Red Circled Employees.
- 14.15 Employees laid off shall be placed on the recall list in order of seniority. An employee on lay-off shall be subject to recall for twenty four (24) months from the date of lay-off, will continue to accumulate seniority for six (6) months and will maintain, but not accumulate, seniority after six (6) months.
- 14.16 The Employer agrees that employees will be entitled to recall in order of greatest seniority within the bargaining unit, provided the individuals have the ability, skill, experience and qualifications to fill the positions for which they are recalled. An employee shall maintain right of recall for the period outlined in this article, or until they are reinstated to an equivalent position (grade and hours held prior to implementation of this article). A member on recall shall be offered the final vacant position, in the category they held prior to layoff, prior to the position being posted as a promotional opportunity.
- 14.17 An employee shall have the right to refuse an offer of recall if it is not to a location within forty (40) km of their last work location prior to being laid-off, and/or it is not of equivalent hours and job category from which they were laid-off. The employee shall not forfeit any rights of recall under this article for such refusal.
- 14.18 When a position becomes available, the Board shall attempt to contact their employee being recalled by telephone, failing which the board shall offer the position by registered mail.
- 14.19 An employee who is recalled to work must signify intent to return within five (5) working days after mailing by registered mail of the recall notice or within five (5) days after the notification is received by telephone and must return on the date specified or give a reason acceptable to the Manager of Human Resources why this is not possible and must return to work within fourteen (14) working days from the date notification of recall is received. The Board shall have no further obligation to the member under this

Collective Agreement if the member recalled to work fails to comply with the provisions of this clause.

- 14.20 No new employee shall be hired for a position unless those remaining employees who have been laid off within the previous twenty four (24) months who have the qualifications and ability required for the position have been offered the position.
- 14.21 All employees eligible for recall shall file with the Board and the Bargaining Unit their most recent address and telephone number.
- 14.22 The Board agrees to compile a supply list of employees on the recall list, including employee name, address and telephone number for distribution to the schools and Board offices. Employees on this list, shall be offered temporary assignments before the Board puts a casual employee in the position.
- 14.23 A member on lay-off placed in a temporary position, half-time or more, for a period of six (6) continuous months or more may, upon written request, elect to reinstate their previous benefit coverage. Sick days shall also be reinstated. The Board shall continue its prorated share of the premium cost for the member's benefits during this time period.
- 14.24 The Board agrees to review the declaration of surplus with the Bargaining Unit prior to initiating bumping or recall procedures.
- 14.25 During the period a member is on recall, they may continue Extended Health Care and Dental coverage by paying the full premium cost.

ARTICLE 15 - HOURS OF WORK

- 15.01 The following provisions 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.
- 15.02 Employees shall be categorized as either salaried or hourly, and full-time or part-time for the purposes of the Collective Agreement.
- 15.03
 - (a) Effective September 1, 2008, full-time hourly and salaried employees are those who regularly work 35 hours per week comprised of seven (7) hours per day Monday to Friday. It is understood that Technical employees may be required, on occasion, to work flexible hours during periods of heavy workload.
 - (b) Hourly-rated school employees regularly work, in accordance with the school calendar year, including the week before school begins and the week following the end of the school year, except as set out below. The scheduling of the five (5) working days before school commences and the five (5) working days after school closure may be adjusted by the Board providing such adjustment does not result in the loss of a paid holiday for said employee.
 - (c) A Principal may request or may agree to a request from an hourly employee for one (1) additional week of work prorated to the percent of employment to a maximum of 35 hours per week to be utilized in whole or part before, after, or during the school calendar year.

15.04 **Breaks**

There shall be two paid rest periods of ten (10) minutes duration each, and one unpaid lunch period of one hour for each work period of five hours or more in length. Work periods of less than five (5) hours will include one paid rest period of ten (10) minutes.

15.05 **Replacement Staff**

Subject to the operational requirements as determined by the Board, the Board will provide a replacement employee, from the first (1st) day of absence wherever possible, when a school secretary is absent.

ARTICLE 16 - OVERTIME

16.01 Overtime at a rate of time and one half (1 1/2) shall be paid to all employees:

- (a) for all authorized hours worked in excess of seven (7) hours per day
- (b) for all authorized hours worked by a full-time employee on a scheduled day off

At the request of the employee, paid time off in lieu of overtime pay may be taken at time and one half (1 1/2) subject to mutual agreement between the employee and their immediate supervisor.

16.02 A minimum of one-half (1/2) hour overtime must be worked in order for an employee to claim overtime. Any period of time less than one-half (1/2) hour in duration shall not be considered overtime and cannot be accumulated with any other period of less than one half (1/2) hour in duration to make up a period of overtime.

16.03 An employee who has been called back to work on the same day after completing their regular scheduled working hours, or on their day off, shall receive a minimum of three (3) hours pay.

16.04 Hours worked on a Sunday will be paid at a rate of two (2) times the employee's regular rate of pay, however, it is understood that working on Sundays will only apply in extreme emergency situations, and is subject to the availability of the employee.

16.05 An employee will be given reasonable notice of overtime and the Board will endeavour to distribute overtime as equitably as possible within a department or location in accordance with employee availability. The Board recognizes the importance of seniority in said equitable distribution subject to the skill, ability, and experience of the bargaining unit members as determined by the Supervisor.

16.06 Overtime hours still owing to an employee as of August 31 will be paid in full no later than the last pay period in the month of September, providing the request for payment is received by the Payroll Department no later than mid-September.

ARTICLE 17 - JOB CLASSIFICATIONS AND WAGES

17.01 The Board shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement.

17.02 (a) In the event that an employee is assigned to cover duties and/or responsibilities of a position that has a higher job classification than the employee is currently paid, the employee shall be paid at an appropriate higher rate of pay, provided that:

- i) the assignment is for longer than one (1) work day, and;
- ii) the employee is performing at least the core duties and responsibilities of the higher rated position

The appropriate higher rate shall be in accordance with Schedule "A" at the next higher rate of pay but shall be limited as set out in Article 17.02(e).

(b) In the event that more than one employee is requested to cover the duties and/or responsibilities of a position as outlined in Article 17.02(a) above, the level of responsibility of each of the employees concerned, and the appropriate higher rate of pay applicable in each case shall be determined by mutual agreement of all parties.

(c) In the event that an employee is requested to cover the duties and responsibilities of a position that has a lower job classification, the employee shall maintain their current rate of pay.

(d) In the event that a part-time employee is requested to cover the duties and responsibilities of a position that has a lower job classification, in addition to their regular duties, and those hours are in addition to the employee's regular hours worked, the lower job rate shall apply.

(e) Progression through the salary grid, Schedule "A", shall be as follows:

Step 1 =	Start
Step 2 =	3 months in the position
Step 3 =	1 year in the position
Step 4 =	2 years in the position

(f) i) With the assignment of a second secretary to an elementary school location, the Head Secretary designation and job rate is applicable when the combined secretarial assignment at that location is 140% or more.

ii) A member who was reduced from a Head Secretary position in a school due to a reduction in the school's enrolment shall be continued at the Head Secretary salary rate for a period of two (2) years from the date of change of status or until the rate of his/her salary reaches the Head Secretary rate, whichever occurs first.

(g) A new permanent employee shall be paid at Step 1, on the grid.

17.03 The rate applicable to temporary employees shall be one salary grade, at the step 1 level, below the actual salary grade of the position. This does not apply to employees of the Board who are bargaining unit members and who have applied to the temporary assignment.

17.04 The designation of “Head Secretary” will be a 100% position.

17.05 Where a member is promoted to a position classified at a higher salary level, the member shall receive the minimum salary for the higher level. If the member’s salary prior to promotion is greater than the minimum salary the member shall receive the salary step next higher to their present salary and progress towards the salary maximum for the level in accordance with the increment schedule.

ARTICLE 18 - BENEFITS

18.01 (a) From the date of hire, the Board will remit the required monthly premium to an insurer in order to provide benefits on behalf of the eligible employees hereinafter specified:

<u>BENEFIT</u>		<u>PREMIUM COST COVERED BY EMPLOYER</u>	<u>PREMIUM COST TO EMPLOYEE</u>
EMPLOYER HEALTH TAX: (EHT)		100%	N/A
GROUP LIFE: choices of: Effective February 1, 2009: increments will be adjusted from \$70,000 to \$80,000.	1 x salary 2 x salary 3 x salary	100% 100% 0%	100%
EXTENDED HEALTH CARE:		100%	
Prescription Drug Card \$2.00 per prescription			
Medi-Passport – Emergency travel assistance Coverage at 100% reimbursement			
* Hearing Aids: (\$500 max) over 5 years			
Smoking Cessation (\$300 max) per lifetime			
DENTAL CARE: <u>2005 ODA schedule</u> Effective Date: March 1, 2008 <u>2006 ODA schedule</u> Effective Date: September 1, 2008 <u>2007 ODA schedule</u> Effective Date: September 1, 2009 <u>2008 ODA schedule</u>	Level I Level II Level III Level IV	100% 100% 100% 50%	50%

Effective Date: September 1, 2010 <u>2009 ODA schedule</u> Effective Date: September 1, 2011			
VISION CARE Effective February 1, 2008 Optical expense benefit to include the cost of eyeglasses (or contacts) for the employee and the employee's spouse and dependents, if applicable, subject to five hundred (\$500) maximum per family, (no individual family member claim may exceed \$250.00) and \$250 single, benefit every 24-month period. It is understood that vision care includes the cost of an eye examination.			
LONG TERM DISABILITY: 66 2/3 of insured earnings to a maximum of \$6,600.00		100%	

* **Hearing Aids** - Prescribed by an Ear/Nose/Throat Specialist.

Note: For further details on your benefit coverage, please refer to your group insurance booklet.

- (b) All benefits outlined above are compulsory. In the event of spousal coverage, exemption may be claimed for Extended Health Care and Dental.
 - (c) Full-time employees premiums are covered as indicated above.
 - (d) Part-time employees, regularly employed 50% or more, are covered with premiums pro-rated accordingly.
 - (e) A permanent part-time bargaining unit member, who is currently enrolled in the benefit plan for dental, extended health and life insurance, or a permanent part-time bargaining unit member regularly working less than 50% per week who is currently not entitled to benefits, and who is working an additional temporary term assignment which is expected to exceed six (6) months duration, shall be eligible on the sixtieth (60th) working day of the temporary assignment for a prorated premium rate for the duration of the temporary assignment only.
- 18.02 (a) It is the responsibility of the employee to advise the payroll department of any changes in status for purposes of eligibility. Upon remittance of the required premiums, the Board shall be relieved of liability to an employee and their dependent(s) with respect to such benefits. The Board's responsibility is limited to the payment of premium.
- (b) For the above mentioned benefits the Board will pay 100% of the required premium in effect as of September 1, for each eligible employee with the

following exception: premium for Elected Life Insurance coverage beyond twice the annual salary shall be paid fully by the employee.

- 18.03 All of the benefits that form part of this Collective Agreement shall be as more particularly described and set forth in the respective benefit plans and insurance policies which shall be available for inspection by the Union, or member of the Union, upon request. The Board may at any time substitute another carrier for any plan provided that the benefits conferred thereby are not less than the plans existing at the commencement of the Collective Agreement.
- 18.04 OMERS: The Board agrees to deduct the necessary contributions from the pay of each eligible employee for the Ontario Municipal Employees' Retirement System. The Board will contribute an amount of money equal to the employee's deduction for the OMERS plan in accordance with the governing legislation for the basic plan. The OMERS plan is a mandatory condition of employment for all new full-time and continuous part-time employees commencing on their date of hire on or after May 16, 1988.
- 18.05 Any Employment Insurance (E.I.) Premium Reductions to which members are entitled shall be reimbursed to the employee.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.01 For the purpose of mourning at the time of death, an employee shall be granted by their immediate Supervisor up to five (5) working days without loss of pay in the case of the death of a husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, grandchild, step-parent, step-child, and step-grandchild provided the leave is for the purpose intended.

With the prior approval of the Director of Education or designate an employee may use up to two (2) of these days at a later time to accommodate burial or estate issues.

- 19.02 In the case of death of a relative not specified in paragraph 19.01 above, an employee may be granted up to a maximum of two (2) working days without loss of pay.
- 19.03 Additional leave(s) of absence without pay may be granted by the Board.
- 19.04 (a) An employee shall be granted up to one-half (1/2) day without loss of pay to attend the funeral of an employee of the Board or a member of their family, or a close personal friend.
- (b) An employee shall be granted up to one (1) day without loss of pay to attend the funeral of an employee of the Board or a member of their family, or a close personal friend when the funeral is held beyond the jurisdiction of the Wellington Catholic District School Board.
- 19.05 At the employee's request, and upon Board approval, the employee shall be given the opportunity, without pay, to attend the funeral of the immediate family member of a close friend.

ARTICLE 20 - UNION LEAVE

- 20.01 Leave of absence with pay shall be granted to the President of the Bargaining Unit, if requested, for up to twenty-five (25) days per year. The Bargaining unit shall reimburse the employer an amount equal to the salary and benefits of the member on such leave.
- 20.02 Leave of absence with pay shall be granted to members to perform union business to a maximum of twenty (20) days per year, in total for the bargaining unit. The bargaining unit shall reimburse the employer an amount equal to the salary of an individual on such leave.

ARTICLE 21 - MISCELLANEOUS LEAVES

21.01 Personal Leave of Absence

- (a) Personal Leave shall be granted in accordance with Board Policy # HRG.R.5.
- (b) At the end of the period of the leave of absence, or its extension, the Members shall return to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position if it does not exist, subject to the provision of Article 14. If the Member has applied and been appointed to another position with the Board during the period of leave of absence, the Member shall return to work in that position, if it still exists, or to a comparable position if it does not, subject to the provisions of Article 14.

21.02 Jury and Witness Duty:

Where an employee is required to be absent by reason of receipt of a summons to attend as a juror or by reason of receipt of a subpoena as a Crown witness, he/she shall maintain his/her normal pay, subject to the following provisions:

- (a) Employees must notify the Employer within one (1) working day after receipt of notice of selection of jury duty or subpoena as witness.
- (b) An employee called for jury duty or subpoenaed as a witness and who is temporarily excused from attendance at court, must report for work if a reasonable period of time remains to be worked that day.
- (c) Monies received from court for time served, but not for expenses, shall be forwarded to the Employer.

21.03 Quarantine

Every member is entitled to continued payment of wages to the extent of his/her accumulated sick leave, where, because of exposure to a communicable disease, the member is quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon his/her duties. Days absent shall be deducted from sick leave credits.

21.04 **Leave of absence for public duties**

- (a) The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay and continued access to benefits in accordance with the Benefits Article, so that the employee may be a candidate in Federal, Provincial, or Municipal elections.
- (b) An employee who is elected to public office shall be allowed a leave of absence without pay during his/her first term of office. Following the first term, the employee shall be required to apply to the Board for an extension of the leave.

21.05 **Illness in Immediate Family**

- (a) In case of illness of spouse, son, daughter, or parents, which require the employee's personal attention, the employee shall be granted up to two (2) paid days per year. Consideration shall be given in extenuating circumstances, to grant such leave for persons not previously identified.
- (b) This paid leave may be extended, under exceptional circumstances, on the recommendation of the Manager of Human Resources.
- (c) The Board reserves the right to request a medical certificate for approved absences in excess of two (2) paid days due to serious illness in the family.
- (d) Any such absence shall be deducted from the employee's sick leave account.

21.06 **Pregnancy/Parental Leave**

- (a) Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act 1996 as amended from time to time.
- (b) An employee will be eligible to utilize up to a maximum of thirty (30) days of sick leave commencing immediately after the birth for normal recovery due to pregnancy.
- (c) Where sufficient sick leave credits are unavailable to provide the employee with full pay during the two (2) week EI waiting period, the Board shall pay the difference between the member's current sick leave balance up to a maximum of ten (10) days (the EI waiting period)
- (d) Pregnancy/Parental leave may be extended up to two (2) years by arrangements with the Director of Education or designate, at the time the request is made.

Where possible, any member on an extended pregnancy/parental leave shall be placed upon return from leave in a comparable position to the position the employee held prior to the leave.

- 21.07 Subject to operational requirements and supervisory approval, salaried and hourly rated employees will be entitled to one (1) paid personal leave day per year (September – August)

ARTICLE 22 - EMPLOYEE FUNDED LEAVE PLAN

- 22.01(a) By January 31 of any given year, an employee with three or more years

seniority wanting to participate in the Employee Funded Leave Plan shall apply in writing to the Director. Approval shall be received by the employee no later than March 31st of the year of application. Each Support Staff Employee permitted to participate in the Plan shall enter into an Agreement with the Board, which form of agreement shall be mutually satisfactory to the parties.

- (b) Upon approval and beginning September 1, an employee shall receive eighty per cent (80%) of their current pay during each of the first four (4) years of the Plan. The remaining twenty per cent (20%) shall be retained by the School Board, in trust, and shall accumulate interest.
- (c) During his/her leave of absence, the employee shall not be entitled to sick leave benefits. The employee's sick leave credits shall be maintained but not accumulated during his/her leave of absence.
- (d) Income tax, U.I. and C.P.P. deductions shall be calculated based only on the eighty per cent (80%) earnings paid to the employee. OMERS Pension Plan and employee benefits deductions shall be calculated on 100 per cent (100%) earnings in accordance with the Plan. A statement indicating the status of the employee's account shall be provided to the employee each September of the Plan. The employee shall accept full responsibility for any problems which might arise, through participation in the Plan, with Revenue Canada, OMERS Pension Plan or the carriers of any employee benefit plan.
- (e) The employee's Leave of Absence shall commence on September 1 of the fifth year, at which time the employee shall receive forty per cent (40%) including the accumulated interest of the accumulated funds, with the appropriate deductions for employee benefits at 100% cost to the employee and income tax pro-rated accordingly. The remainder of the funds and interest shall be paid to the employee on the following January 1.
- (f) An employee shall maintain but not accumulate seniority during his/her leave of absence. Upon completion of a leave of absence, the employee shall return to his/her former position, or a comparable one in terms of work setting, level of responsibility and equivalent remuneration.
- (g) An employee may choose to withdraw from the Plan:
 - i) at any time with the consent of the School Board,
 - ii) at the end of the second or third year of the Plan,
 - iii) at the end of the fourth year of the plan provided the School Board has not engaged a replacement,
 - iv) at the time of withdrawal of funds from the plan the Board will withhold \$100.00 to cover administrative costs.
- (h) The employer agrees to make every effort to find a replacement for the employee prior to their Leave of Absence. In the event that a suitable replacement is not found, the employee may be required to defer his/her Leave up to a maximum of two years. An employee may be requested by the School Board to withdraw from the plan in the event that a suitable replacement is not found during the deferred

period. The employee shall be reimbursed for any costs incurred by the employee as a result of said cancellation of Leave by the School Board.

- (i) In the event of:
 - i) withdrawal from the plan
 - ii) termination of the employee
 - iii) death of the employee

all retained funds including accumulated interest shall be paid to the employee or their estate within sixty (60) days.

ARTICLE 23 - VACATIONS

23.01 For the purposes of this Article, vacation entitlement shall be calculated based on length of service up to June 30 of the current year.

23.02 Vacation shall be granted on the following basis:

	SALARIED BY WEEKS	HOURLY BY %
< 1 year	1 day per month employment to a maximum of 10 days	4%
1 yr < 3	2 weeks	4%
3 yrs < 8	3 weeks	6%
8 yrs < 12	4 weeks	8%
12 yrs < 17	5 weeks	10%
17 yrs plus	6 weeks	12%

23.03 An employee working less than full-time shall have their vacation entitlement granted in accordance with Article 23.02 above.

23.04 **Anniversary Date - Transition Year**

Where an employee’s anniversary date falls after June 30 and said anniversary occurs in the employee’s transition year whereby the employee would move to the next level of vacation entitlement, the employee shall not be required to wait until the following June 30 to receive additional vacation, and instead, said employee shall receive increased vacation as follows:

Date of Anniversary falls in (quarter):	Salaried Employees Additional Days	Hourly Employees Additional %
First (July, Aug., Sept.)	4	1.6%
Second (Oct., Nov., Dec.)	3	1.2%
Third (Jan., Feb., March)	2	0.8%
Fourth (April, May, June)	1	0.4%

- 23.05 Beginning in the month following the employee's anniversary date, an employee entitled to additional vacation under this article shall utilize any of the following options, or a combination thereof:
- (a) receive the appropriate earned vacation in day(s) off by June 30 of the following year at a time mutually agreed upon by the employee and their immediate supervisor.
 - (b) receive the appropriate remuneration in a pay period specified by the employee, with hourly rated employees having the option to apply the additional vacation earnings to any pay period specified in Article 23.07.
- 23.06 Effective December 6, 2007, the Board agrees to commence bi-weekly payments for earned vacation for hourly rated employees, in accordance with Article 23.02 and 23.04. A Record of Employment will be issued for unpaid days as a result of school closure (i.e. unpaid days at Christmas break, March break, and summer) in accordance with the requirements under Service Canada.
- 23.07 Salaried employees may draw up to ten (10) days vacation in advance. Should an employee terminate prior to completing the service requirement to earn such days, appropriate deduction shall be made from his/her terminal pay.
- 23.08 When an employee's employment is terminated for any reason, full payment of vacation earned but not taken will form a portion of such employee's termination pay.
- 23.09 (a) In order to schedule vacations for salaried employees, the following procedure will govern:
- i) employees will request summer vacation by May 1st of each year. The Board will post vacation granted by June 1st. Requests after the deadline will be treated on an individual basis.
 - ii) Vacation for any other time of the year will be treated on an individual basis
 - iii) All vacations will have prior approval of the employee's immediate supervisor.
- (b) In the event of a conflict with the scheduling of vacation, seniority shall prevail.
 - (c) All vacations shall be scheduled to commence on a Monday unless other arrangements are made.
- 23.10 Where an employee's scheduled vacation is interrupted due to illness or injury requiring the employee to be a patient in a hospital (including a consequent period of medically prescribed recovery at home), the period of such illness, injury, hospitalization (plus such prescribed recovery) shall be considered sick leave.

23.11 The Board reserves the right for vacations to be scheduled in accordance with its needs.

ARTICLE 24 - SICK LEAVE

- 24.01 All sick leave credits accumulated by the employee prior to the certification or recognition of the Association shall be retained and become part of the employee's reserve for the purposes of this Article.

- 24.02 (a) On September 1 of each year, the Board shall grant each salaried and hourly rated full-time employee with two sick leave credits per month for each month in which the employee is scheduled to work between September 1 and August 31 of the current year.
- (b) Part-time employees shall be credited on a pro-rated basis in accordance with their regularly scheduled hours of work. Any permanent alteration in a part-time employee's regular work schedule shall result in the appropriate adjustment for the balance of the year to said employee's sick leave credits. In the case of a term assignment, sick leave credits may be earned to a maximum of 2 days per month upon completion of each given month of service throughout the term of the assignment.
- (c) When a member's Workplace Safety and Insurance Board (WSIB) claim is approved by the WSIB, the Board shall credit the member's sick day account with any sick days previously deducted, and subsequently approved by the WSIB.

24.03 An employee may accumulate a maximum number of days as outlined below:

Salaried employees 240 days
Hourly employees 200 days

24.04 Probationary employees shall become eligible for sick leave credit upon completion of their probationary period, at which time the credit shall be calculated from date of hire.

24.05 An employee ill/injured as the result of an occupational injury or disease shall report said injury within three (3) working days to the Disability & Wellness Co-ordinator. An employee absent as a result of an occupational injury or disease shall be required to produce a medical certificate within the first ten (10) days of absence.

24.06 An employee who has been given a leave of absence with or without pay for any reason or an employee who is laid off shall not accumulate any sick leave credit for the period of such absence. Notwithstanding the above, an employee shall be eligible to accumulate sick leave credits where the period of the leave of absence does not exceed twenty (20) consecutive working days unless a provision in the Collective Labour Agreement provides otherwise.

24.07 Each employee shall be allowed to utilize his/her sick leave credits for up to three (3) consecutive working days without a doctor's certificate. The Board reserves the right to request reasonable medical evidence, provided through a detailed physician statement, in a form which will be supplied by the Board, if in the opinion of the Board, a particular case requires such actions.

24.08 (a) An employee shall first draw from their annual sick leave credits and second from their sick leave reserve (up to a combined maximum of eighty (80) working days).

(b) The employee shall withdraw up to a maximum credit equivalent to their current hourly rate times their regularly scheduled hours of work per day.

- 24.09 An employee who is eligible to participate in the LTD plan shall utilize sick leave credits only to the end of the waiting period of eighty (80) working days as required by the Plan.
- 24.10 In a case where an employee is reimbursed by a third party for loss of salary or wages due to an accident, the employee shall be required to repay the Board the amount of monies received by said employee from the Board under the sick leave provisions. The Board after receipt of such repayment shall credit the employee's sick leave credit to the extent applicable.
- 24.11 (a) When an employee is unable to work due to illness, the employee must notify their Supervisor at the beginning of their scheduled day of work. In the event of an extended illness, an employee shall notify their Supervisor of their progress on a regular basis.
- (b) When an employee becomes aware, in advance, of a scheduled medical procedure which will result in their absence from work, said employee is requested to notify the Disability & Wellness Co-ordinator, Human Resources Department, within a reasonable period of time of their pending absence from work.
- 24.12 All sick leave credits accumulated by the employee prior to the certification or recognition of O.S.S.T.F. shall be retained and become part of the employee's reserve for the purpose of this article.

ARTICLE 25 - PAID HOLIDAYS

- 25.01 All full-time salaried and hourly rated employees shall receive the following holidays without loss of pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	Christmas Eve
Canada Day	Floater day (to be scheduled during the Christmas period)

- 25.02 In addition to the holidays specified in Article 25.01, salaried employees shall also receive the Civic holiday.
- 25.03 (a) In order for an employee to qualify for a paid holiday and receive payment, such employee must work their regularly scheduled shift preceding and following the holiday.
- (b) If an employee is absent due to illness or injury, the employee shall be paid for all holidays and shall not lose a sick leave credit for a holiday during time of illness which the employee qualifies for sick leave benefits. Absence

due to illness or injury must be verified by reasonable medical evidence provided through a detailed physician's statement, in a form which will be supplied by the Board, if, in the opinion of the Board, a particular case requires such action.

(c) If a paid holiday occurs when an employee is on an authorized leave, s/he shall receive the holiday pay. For the purpose of this article, "authorized leave" shall be defined to mean permission for absence the day prior to or immediately following the paid holiday.

25.04 When a holiday falls within the vacation period of an employee, it shall be added to the end of their holiday, or scheduled at a mutually agreed upon time.

25.05 If an employee is required to work on a paid holiday defined in Article 25.01 and 25.02 above, s/he shall be paid at one and one-half (1 1/2) times their regular rate for all hours worked plus any holiday pay to which s/he may be entitled.

ARTICLE 26 - EXCHANGE BY CONSENSUS

26.01 Bargaining unit members may apply for an exchange by consensus, within the same job classification, by April 15th of each year, to the Human Resources Department. Notification will be given to the Bargaining Unit President.

26.02 Approved changes will become effective on the first day of the school year. Such exchange request must be approved by the employee's principal. Approved changes will become effective on the first day of the school year.

26.03 An exchange by consensus shall be for the period of one (1) academic year.

26.04 Upon mutual agreement of the two Bargaining Unit members and the Principals involved, the exchange through consensus may be made permanent by the first week of April of the academic year in which the exchange occurs. If there is no such agreement, each bargaining unit member will return to their former school at the completion of the academic school year.

26.05 In the event that there exists a surplus of bargaining unit positions, which affects either of the exchange partners, the exchange shall be postponed.

26.06 An applicant who has received an exchange through consensus would not be eligible to apply for another transfer through the posting procedure in the same academic school year.

ARTICLE 27 - HEALTH AND SAFETY

27.01 Health and Safety shall be administered in accordance with Board Policy # HRG.C.2/3.

27.02 The health and safety of its Office Clerical and Technical employees and students is a matter of paramount importance to the Board. In recognition of this fact, the Board shall take all reasonable precautions to protect the health and safety of its Office Clerical and Technical employees and students.

27.03 All reported violent incidents shall be brought to the attention of the joint Health and Safety Committee.

ARTICLE 28 - MEDICAL PROCEDURES

28.01 Under the direction of the Principal/Supervisor, a member may be required to administer medication. It is understood that administration of medication may include activities such as:

- (a) keeping records of written agreements signed by parents/principal;
- (b) providing minimal assistance and supervision as students self-administer medication;
- (c) recording daily administration of medication
- (d) securing medication in a safe place
- (e) administering medication in an emergency or on a short term basis

ARTICLE 29 - LIABILITY COVERAGE

29.01 The liability insurance carried by the Board shall be applicable to the members of this Bargaining Unit while acting within the scope of their duties.

29.02 Such liability insurance shall ensure that no employee shall have to make a claim on their own personal insurance to cover any loss or damage to any Board equipment while being transported in the employee's own vehicle during the performance of their job.

ARTICLE 30 - DEFINITIONS

Bargaining Unit	Shall mean the Office, Clerical, Technical Unit of District 18 OSSTF
Board/Employer	Shall mean the Wellington Catholic District School Board
OSSTF/Union	Shall mean the Ontario Secondary School Teachers' Federation
Casual Employee	<p>A casual employee is an external employee hired to replace an employee who is absent from his or her regular duties. A casual employee is hired on a casual day to day basis, for special projects or during periods of heavy workload, or in the case of an emergency, or to replace employees absent due to illness for a term under six (6) months.</p> <p>A casual employee shall have no rights under this Collective Agreement.</p>
Hourly employee	Shall mean an employee scheduled to work less than twelve (12) months per year, full-time or part-time.
Salaried Employee	Shall mean an employee who is scheduled to work twelve (12) months per year, full-time or part-time.

Layoff	Shall mean the reduction of a permanent position, or a reduction in hours of a permanent or probationary position.
Temporary Vacancy	Shall mean a position which is to remain vacant in excess of six (6) months on a temporary basis due to an employee's illness, leave of absence, statutory leave.
Permanent Employee	Shall mean employees employed by the Board on a "full-time" or "part-time" basis who have completed their probationary period.
Probationary Employee	Employees employed by the Board who have neither acquired "permanent employee" status nor "seniority" (as set out elsewhere in this document).
Temporary Employee	Shall mean a member of the Bargaining Unit hired on a temporary basis to replace an employee who is absent for a period of six (6) months or more.
Permanent Vacancy	Shall mean a vacancy that exists because of the departure of a permanent member or because of the creation of a new permanent position in the Bargaining Unit.

ARTICLE 31 - DURATION OF THE AGREEMENT

31.01 This Agreement shall be in effect from September 1, 2007 and shall continue in force up to and including August 31, 2012, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Labour Relations Act.

DATED AT GUELPH THIS _____ DAY OF _____ 2009.

**FOR THE WELLINGTON CATHOLIC
DISTRICT DISTRICT SCHOOL BOARD**

**FOR O.S.S.T.F OFFICE CLERICAL AND
TECHNICAL BARGAINING UNIT**

LETTER OF AGREEMENT
SALARIES RED CIRCLED

It is agreed by the parties that all employees presently red circled as of June 9, 2004, shall maintain such red circled rate, until such time as they post and are the successful candidate to another position of their same or lower grade, or the employee's current job rate exceeds the red circle rate, at which time the employee will receive the applicable rate of pay.

LETTER OF INTENT
BENEFITS BEYOND AGE 65

Members who continue working beyond the age of 65 shall be entitled to benefits subject to the terms and conditions of the benefit plan as outlined in Article 18 with the exception of Long Term Disability and Group Life Insurance. The parties agree to meet to discuss Long Term Disability and Group Life benefit provisions for employees working beyond the age of 65. All such benefits cease as of December 31st in the year the member turns seventy (70) years of age.

LETTER OF INTENT
JOB CLASSIFICATION COMMITTEE

The parties shall establish a job classification and reclassification committee, within three (3) months of the ratification of this Collective Agreement. The general purpose of the Committee will be to evaluate new positions and positions submitted for reclassification consideration. Specific terms of reference for the Committee will be jointly developed by the Committee, which shall consist of three (3) representatives from the Union, and three (3) representatives from the Board.

LETTER OF INTENT
OFFENCE DECLARATIONS FOR CRIMINAL REFERENCE CHECKS

In compliance with the Safe Schools Act and Regulation 521/01 all new employees at the time of hire, are required to provide to the Board a current criminal reference check which includes a vulnerable sector screening.

Existing employees must provide to the Board by September 1 of each school year a signed Offence Declaration Form. If the employee is transferred during the school year, the employee shall provide the Offence Declaration Form before the transfer is effected.

LETTER OF INTENT
RESPECTFUL WORKPLACE

The Board shall provide an opportunity for the Union to participate in a comprehensive review of the Board's Workplace Harassment Policy (#R.FBC.B), within the term of this Collective Agreement, with a view of ensuring a respectful workplace environment.

LETTER OF UNDERSTANDING
BENEFITS

The parties agree that effective September 1, 2009, the Board shall provide benefit enhancements totalling \$10,000 in additional benefit premiums for health and dental for the D18 OCT group, excluding increases in benefit premiums due to inflationary increases on current benefit coverage. Prior to June 30, 2009, the parties shall review costing data provided by the

Board's benefits consultant and the Union shall determine the actual benefit improvements subject to the cost restrictions above.

Effective September 1, 2010: The parties will meet to determine the Bargaining Unit's share of the \$33 million enhancement funds for benefit improvements prior to April 30, 2010. The Bargaining Unit shall determine the benefit enhancements within the dollar limits negotiated, using costing data provided by the Board's benefits consultant.

LETTER OF UNDERSTANDING
FLOATER

Effective August 31, 2009, the Board will establish and hire one (1) new ten (10) month OSSTF school/board administrative support staff position. The salary grade will be determined using the job evaluation system once it has been finalized and agreed to by the parties. It is anticipated this will be completed prior to August 15, 2009. In the event that the job evaluation has not been completed, the position shall be designated a Job Grade 13. This position will be utilized at the discretion of the Board and subject to operational requirements as determined by the Board. The Floater Position shall be assigned to an elementary school as a designated work site; however, it is understood that the position is itinerant.

LETTER OF UNDERSTANDING
JOB SECURITY

During the term of this agreement no permanent Bargaining Unit Members shall be subject to layoff.

A list identifying permanent Bargaining Unit Members to whom Job Security Letter applies shall be supplied to the Bargaining Unit.

LETTER OF UNDERSTANDING
PAY EQUITY

A Pay Equity Plan between the Wellington Catholic District School Board and the OSSTF/FEESO District 18 Office Clerical and Technical Bargaining Unit shall be negotiated in accordance with the Pay Equity Act no later than 6 months following ratification of this Collective Agreement.

The Board agrees to maintain and amend the Pay Equity Plan as agreed between the Board and the Union, in accordance with the Wellington Catholic District School Board/Ontario Secondary School Teachers' Federation job evaluation system and the Pay Equity Act. The union president and designate will be invited to participate in meetings to discuss any changes to such plan, prior to implementation.

LETTER OF UNDERSTANDING
PROFESSIONAL DEVELOPMENT & TRAINING FUND

The Board agrees to transfer directly to the Office Clerical and Technical Employee's Bargaining Unit no later than December 31, 2008 the Bargaining Unit's proportional share of the \$17 million one-time 2008-09 Ministry of Education funding enhancement for professional development and training for educational support workers. The Bargaining Unit's share of this enhancement shall

be the ratio between the OSSTF OCT's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-07 Financial Statements. The Board agrees to share the data and calculations required in determining the Bargaining Unit's proportional share.

LETTER OF UNDERSTANDING
STAFFING LEVELS

The parties agree that the current 2008-09 FTE of the Bargaining Unit as at November 26, 2008 (47.32 FTE), shall be the minimum FTE maintained during the period September 1, 2008 through August 30, 2012.

LETTER OF UNDERSTANDING
SUPERVISION OF STUDENTS

It is the responsibility of all staff to engage in the general supervision of the student body. Every reasonable effort will be made to ensure a school Administrator or designate is present at all times in order to ensure that members of the bargaining unit shall not be expected to provide direct supervision of students sent to the office for disciplinary purposes. It is the responsibility of the teacher or Principal(s) to provide curriculum instruction to students and to carry out discipline.

LETTER OF UNDERSTANDING
TRAINING

The Board shall provide training for all employees during normally scheduled hours.

LETTER OF UNDERSTANDING
WORKPLACE VIOLENCE

The Board shall establish a committee to review the recommendations from the Joint Task Force on Violence, no later than March 1, 2010. The Bargaining Unit will have no more than two (2) representatives on this Committee.

SCHEDULE 'A'
WAGES

4 year agreement: Year 1: September 1, 2008 – August 31, 2009 = 3%
 Year 2: September 1, 2009 – August 31, 2010 = 3%
 Year 3: September 1, 2010 – August 31, 2011 = 3%
 Year 4: September 1, 2011 – August 31, 2012 – 3%

**Wellington Catholic District School Board Office Clerical and Technical Bargaining Unit
Salary/Wage Schedule**

Note: Salary is calculated on a 35hour work week

At such time as the appropriate compensation and salary grade has been established for the Library Technician classification through the Job Classification Committee, then Schedule "A" will be amended to include Library Technicians.

**Wellington Catholic District School Board Office Clerical and Technical Bargaining Unit
Salary/Wage Schedule
September 1, 2008**

Job Grade	Job Classification	Minimum	Step 2 Upon completion of 3 Months	Step 3 Upon completion of 12 Months	Maximum Upon completion of 24 Month
12	Supply Dispatch Secretary Board Office Receptionist	\$ 18.92	\$ 19.97	\$ 20.99	\$ 22.03
13	Elementary Secretary Secondary Attend. Sect. OYAP Secretary Secondary Receptionist Job Entry Secretary	\$ 20.04	\$ 21.15	\$ 22.25	\$ 23.35
14	Elementary Head Secretary Secondary Guid. Secretary COOP Secretary	\$ 21.21 \$38,602.20	\$ 22.38 \$40,731.60	\$ 23.56 \$42,879.20	\$ 24.72 \$44,990.40
15	Secondary Head Secretary	\$ 22.46 \$40,877.20	\$ 23.71 \$43,152.20	\$ 24.95 \$45,409.00	\$ 26.20 \$47,684.00
16		\$ 23.78 \$43,279.60	\$ 25.11 \$45,700.20	\$ 26.44 \$48,120.80	\$ 27.77 \$50,541.40
17		\$ 25.19 \$45 845.80	\$ 26.61 \$48 430.20	\$ 28.02 \$50 996.40	\$ 29.44 \$53 580.80

18	HS Desktop Technician	\$ 26.74	\$ 28.21	\$ 29.71	\$ 31.21
	Desktop Support (Teach) Desktop Support (Ed) Admin.Support Tech.- Student Information	\$48,666.80	\$51,342.20	\$54,072.20	\$56,802.20
19	Desktop Administrator	\$ 28.33	\$ 29.92	\$ 31.51	\$ 33.10
	Computer Technician Data Base Administrator Data Systems Facilitator	\$51,560.60	\$54,454.40	\$57,348.20	\$60,242.00
20		\$ 30.02	\$ 31.71	\$ 33.42	\$ 35.11
		\$54,636.40	\$57,712.20	\$60,824.40	\$63,900.20

September 1, 2009

Job Grade	Job Classification	Minimum	Step 2 Upon completion of 3 Months	Step 3 Upon completion of 12 Months	Maximum Upon completion of 24 Month
12	Supply Dispatch	\$ 19.49	\$ 20.57	\$ 21.62	\$ 22.69
	Secretary Board Office Receptionist				
13	Elementary Secretary	\$ 20.64	\$ 21.78	\$ 22.92	\$ 24.05
	Secondary Attend. Sect. OYAP Secretary Secondary Receptionist Job Entry Secretary				
14	Elementary Head	\$ 21.85	\$ 23.05	\$ 24.27	\$ 25.46
	Secretary Secondary Guid. Secretary COOP Secretary	\$39,760.27	\$41,953.55	\$44,165.58	\$46,340.11
15	Secondary Head	\$ 23.13	\$ 24.42	\$ 25.70	\$ 26.99
	Secretary	\$42,103.52	\$44,446.77	\$46,771.27	\$49,114.52
16		\$ 24.49	\$ 25.86	\$ 27.23	\$ 28.60
		\$44,577.99	\$47,071.21	\$49,564.42	\$52,057.64
17		\$ 25.95	\$ 27.41	\$ 28.86	\$ 30.32
		\$47,221.17	\$49,883.11	\$52,526.29	\$55,188.22
18	HS Desktop Technician	\$ 27.54	\$ 29.06	\$ 30.60	\$ 32.15
	Desktop Support (Teach) Desktop Support (Ed) Admin.Support Tech.- Student Information	\$50,126.80	\$52,882.47	\$55,694.37	\$58,506.27
19	Desktop Administrator	\$ 29.18	\$ 30.82	\$ 32.46	\$ 34.09
	Computer Technician Data Base Administrator				

	Data Systems Facilitator	\$53,107.42	\$56,088.03	\$59,068.65	\$62,049.26
20		\$ 30.92	\$ 32.66	\$ 34.42	\$ 36.16
		\$56,275.49	\$59,443.57	\$62,649.13	\$65,817.21

September 1, 2010

Job Grade	Job Classification	Minimum	Step 2 Upon completion of 3 Months	Step 3 Upon completion of 12 Months	Maximum Upon completion of 24 Month
12	Supply Dispatch Secretary Board Office Receptionist	\$ 20.07	\$ 21.19	\$ 22.27	\$ 23.37
13	Elementary Secretary Secondary Attend. Sect. OYAP Secretary Secondary Receptionist Job Entry Secretary	\$ 21.26	\$ 22.44	\$ 23.61	\$ 24.77
14	Elementary Head Secretary Secondary Guid. Secretary COOP Secretary	\$ 22.50	\$ 23.74	\$ 24.99	\$ 26.23
15	Secondary Head Secretary	\$ 23.83	\$ 25.15	\$ 26.47	\$ 27.80
16		\$ 25.23	\$ 26.64	\$ 28.05	\$ 29.46
17		\$ 26.72	\$ 28.23	\$ 29.73	\$ 31.23
18	HS Desktop Technician Desktop Support (Teach) Desktop Support (Ed) Admin.Support Tech.- Student Information	\$ 28.37	\$ 29.93	\$ 31.52	\$ 35.12
19	Desktop Administrator Computer Technician Data Base Administrator Data Systems Facilitator	\$ 30.06	\$ 31.74	\$ 33.43	\$ 35.12
20		\$ 31.85	\$ 33.64	\$ 35.46	\$ 37.25
		\$57,963.76	\$61,226.87	\$64,528.61	\$67,791.72

September 1, 2011

Job	Job Classification	Minimum	Step 2 Upon	Step 3 Upon	Maximum Upon
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Grade			completion of 3 Months	completion of 12 Months	completion of 24 Month
12	Supply Dispatch Secretary Board Office Receptionist	\$ 20.67	\$ 21.82	\$ 22.94	\$ 24.07
13	Elementary Secretary Secondary Attend. Sect. OYAP Secretary Secondary Receptionist Job Entry Secretary	\$ 21.90	\$ 23.11	\$ 24.31	\$ 25.52
14	Elementary Head Secretary Secondary Guid. Secretary COOP Secretary	\$ 23.18	\$ 24.46	\$ 25.74	\$ 27.01
		\$42,181.67	\$44,508.52	\$46,855.26	\$49,162.22
15	Secondary Head Secretary	\$ 24.54	\$ 25.91	\$ 27.26	\$ 28.63
		\$44,667.62	\$47,153.57	\$49,619.64	\$52,105.59
16		\$ 25.99	\$ 27.44	\$ 28.89	\$ 30.35
		\$47,292.79	\$49,937.84	\$52,582.90	\$55,227.95
17		\$ 27.53	\$ 29.08	\$ 30.62	\$ 32.17
		\$50,096.94	\$52,920.99	\$55,725.14	\$58,549.19
18	HS Desktop Technician Desktop Support (Teach) Desktop Support (Ed) Admin.Support Tech.- Student Information	\$ 29.22	\$ 30.83	\$ 32.46	\$ 34.10
		\$53,179.53	\$56,103.01	\$59,086.15	\$62,069.30
19	Desktop Administrator Computer Technician Data Base Administrator Data Systems Facilitator	\$ 30.96	\$ 32.69	\$ 34.43	\$ 36.17
		\$56,341.66	\$59,503.79	\$62,665.93	\$65,828.06
20		\$ 32.80	\$ 34.65	\$ 36.52	\$ 38.37
		\$59,702.67	\$63,063.68	\$66,464.46	\$69,825.47

SCHEDULE 'B' TEMPORARY MEMBERS

- B.1 "Temporary Employee" means an employee hired to replace an employee who is absent for a period of three (3) months or more.
- B.2 A temporary employee is a member of the bargaining unit during their work assignment and shall pay union dues.
- B.3 A temporary employee shall be placed on the salary grid, outlined in Appendix A, at Step one for the assignment in which they are working.

- B.4 A temporary employee assigned to a position for more than three (3) months, shall move to the second step on the grid at the completion of six (6) continuous months in the same position.
- B.5 A temporary employee who works their scheduled day before and their scheduled day after a recognized paid holiday as outlined in this agreement shall be paid their normal daily salary for such holiday.
- B.6. A temporary employee working three (3) months or more shall have the right to be enrolled in the benefit plan as outlined in this agreement.