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# AGREEMENT

*between*

**THE ESSEX COUNTY  
ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD**

*and*

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 1358**

**October 11, 1994 to March 31, 1996**

10/14/201

**THIS COLLECTIVE AGREEMENT  
is made**

**B E T W E E N:**

**THE ESSEX COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD  
hereinafter called "THE EMPLOYER"**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
and its LOCAL 1358  
hereinafter called "THE UNION"**

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## **PURPOSE**

- 1.01 This agreement is undertaken to establish mutually satisfactory relations between the Employer and employees represented by the Union to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages and to promote the morale, well being and security of all employees within the Bargaining Unit; and the best interest of the Employer.

## **Article 2 - DEFINITIONS**

- 2.01 (a) For the purpose of this agreement, the following labels **shall** be used to designate the members of each group:
- i) **Clerical Group**
    - office and clerical, elementary and secondary
    - office and clerical, central and satellite offices
  
  - ii) **Special Services Technical Group**
    - social worker, **english**
    - travail social, french
    - speech / language, **english**
    - orthophonie, french
    - psychometrist, **english\***
    - psychométricien(ne), french\*

*\* see Letter of Understanding*
  
  - iii) **Educational Support Group**
    - library technician, **english**
    - library technician, french
    - pupil assistant, **english**
    - pupil assistant, french
    - teacher assistant, **english**
    - teacher assistant, french
    - educational interpreter / assistant
- (b) The term "permanent employee" when used in this Agreement refers to employees employed by the **Board** on a "full-time" or "part-time" basis who have passed their probationary period.
- (c) The term "probationary employee" when used in this Agreement refers to employees employed by the Board who have neither acquired "permanent employee" status nor "seniority" (as set out elsewhere in this document).

- (d) The term "full-time" when used in this Agreement refers to employees employed by the Board for thirty-five (35) hours or more per week regularly on a ten (10) or twelve (12) month basis, with the exception of Teacher Assistants in the JK/SK programmes (FLS) who shall be deemed full time when regularly employed by the Board at least thirty (30) hours or more per week.
- (e) The term "part-time employee" when used in this Agreement refers to employees engaged by the Board on a regular basis for less than thirty-five (35) hours per week on a ten (10) month or twelve (12) month basis, with the exception of Teacher Assistants in the JK/SK programmes (FLS) who shall be deemed part time when regularly employed by the Board less than thirty (30) hours per week.
- (f) The term "temporary employee" when used in this Agreement refers to employees engaged by the Board on other than a permanent or probationary basis to replace a permanent or probationary employee during periods of temporary absence for reasons of illness, injury, disability, parental leave or other leaves of absence.
- (g) The term "casual employee" when used in this Agreement refers to employees engaged by the Board on other than a permanent or probationary basis to supplement the work force for the purpose of completing a specified task, not to exceed 65 working days.
- (h) The term "vacancy" when used in this Agreement refers to a vacancy caused by such events as death, retirement, resignation, discharge, promotion or demotion, creation of a new position within an existing classification and does not include a ~~vacancy~~ caused by approved or authorized absence from work of an employee.
- (i) The term "promotion" when used in this Agreement refers to situations where - through the posting process - an employee moves outside of and above his/her current occupational classification.
- (j) The term "transfer" when used in this **Agreement** refers to situations where an employee moves to another position in the same pay grade. Notwithstanding the above, the Administration may effect a transfer of an employee to a lower position by mutual consent.
- (k) The term "red circled" when used **in** this Agreement refers to the process whereby an **employee** is placed in a lower paying position and has his/her salary frozen until such time as it falls within the **range** of the new position.

- (l) Bilingual, where it appears in this Agreement, means a person who is fluent, both written and spoken, in both the French and English languages.

### **ARTICLE 3 - RECOGNITION**

**3.01** The Employer recognizes the Union as the exclusive Bargaining Agent for all the Clerical group employees, the Special Services Technical group employees and the Educational Support group employees employed by the Essex County Roman Catholic Separate School Board, save and except:

- i) Supervisor and persons above the rank of Supervisor
- ii) Secretaries to the Superintendent of Education and Business Administration
- iii) Secretaries to the Director of Education and Business Administration
- iv) The Secretary to the Secretary-Treasurer
- v) Private Secretary-Translators
- vi) One Supervising Registered Psychologist - English, and One Supervising Registered Psychologist - French
- vii) Teachers and Area Resource Teachers; and
- viii) Persons covered by subsisting collective agreements.

The parties agree that, notwithstanding the named exclusions referred to above, it was not intended by the parties to expand the scope of the previous bargaining units, and that positions in the Human Resources Department not previously deemed to be bargaining unit positions shall remain outside the bargaining unit.

**3.02** It is agreed that an authorized representative of the Union, may enter premises under the jurisdiction of the Employer at reasonable times on Union business provided that such entry shall not disrupt the normal routine of the Board.

**3.03** It is agreed that there shall be no solicitation of members, collection of dues or other Union activities on the premises of the employer during working hours, except as permitted by this agreement.

**3.04** Temporary or casual employees and employees hired under government programs shall have no rights under the Collective Agreement, except as specifically may be set out therein.

## **ARTICLE 4 - MANAGEMENT FUNCTIONS**

- 4.01 The management of the operations of the Employer and the direction of its employees shall continue to be vested in the Employer including, without limiting the generality of the foregoing, the right to hire, transfer, discharge, promote, demote and discipline employees subject to the terms of this agreement and the right of the Union and/or the employees concerned to lodge a grievance in the manner herein provided.
- 4.02 The Union acknowledges and recognizes that in the exercise of its management functions, the Employer may make such rules and regulations as it in its sole discretion deems necessary and advisable from time to time.

## **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 Neither the Union nor the Employer will discriminate against any employee:
- a) by reason of his/her membership or non-membership in the Union or
  - b) within the meaning of The Ontario Human Rights Code.

## **ARTICLE 6 - UNION DUES**

- 6.01 Once each month the Employer will deduct from the pay of each Employee, other than a casual or temporary employee, who is covered by this agreement, to whom any pay is due in the month, an amount equal to his/her regular monthly Union dues and initiation fee. The Union shall notify the Employer in writing of the amount of such dues from time to time.

Notwithstanding the above, temporary employees in the Special Services Technical group hired for six (6) months or more shall be required to pay Union dues. Payment of such Union dues shall not confer any rights on a temporary employee not provided elsewhere in this Agreement.

- 6.02 All dues so deducted shall be remitted to the Union not later than the 15th day of the month following the month in which such deductions are made, together with a list in duplicate of the names of all employees from whose pay dues were so deducted. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of the dues by the Employer pursuant to this Article.



**6.03** Once each month, the Secretary and President of the Union will be notified in writing of all appointments, hirings, lay-offs, recalls and terminations of employment [other than a casual or temporary employee, employed for less than ten (10) consecutive working days] during the previous month. The work site of all new employees shall be supplied to the Union with the notification of hire.

## **ARTICLE 7 - UNION REPRESENTATION**

**7.01** Subject to Article 7.02 the Employer will recognize the following committees of the employees for the respective purposes shown:

THE LABOUR MANAGEMENT COMMITTEE - consisting of not more than three (3) representatives designated by the Union and not more than three (3) representatives designated by the Employer.

THE BARGAINING COMMITTEE consisting of not more than five (5) employees, for the purpose of negotiating this agreement and its renewal.

THE GRIEVANCE COMMITTEE - consisting of two (2) representatives of the Union, who shall be stewards and/or members of the Union Executive Board, for the purposes of processing grievances. With mutual consent of the Parties, in writing, the President of the Union may be recognized as an additional member of the committee.

An employee may be a member of more than one of the said Committees.

**7.02** The Employer will not be required to recognize or deal with employees on any of the Committees in Article 7 unless those employees have acquired seniority under Article 8 and the Union has notified the Employer in writing of the names of such employees and the Committees of which they are members from time to time.

**7.03** No employee shall leave his/her work on Union business without prior consent of his/her immediate Supervisor, which consent shall be cleared through the Director of Education, or his/her designate and such consent shall not be unreasonably withheld.

**7.04** The Employee shall suffer no loss of pay or benefits due to the requirement of attendance at meetings (per Article 7.01) with the Employer.

- 7.05 A full-time representative of the Union may attend meetings of any of the Committees in Article 7.01.
- 7.06 It is the policy of the Parties that all correspondence between them (except for grievance handling and dues deduction matters) shall pass to and from the Director of Education and/or the Administrator of Human Resources and the Union Secretary and/or the President of the Union Local.
- 7.07 The Employer agrees to inform a new employee, at the time of hiring, that a Union agreement is in effect and to provide a copy of the Agreement.
- 7.08 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of discussing with the new employee the benefit and duties of Union membership.
- 7.09 The Employer shall make available to the Union, upon request, information required by the Union regarding job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans required for collective bargaining purposes.
- 7.10 Copies of all by-laws, rules and regulations adopted by the Employer which affect the members of this Union are to be forwarded to the Secretary of that Union.

## **Article 8 - SENIORITY**

- 8.01** As used in this agreement;
- (a) "Seniority" means length of continuous service with the Employer as an employee covered by this agreement.
  - (b) Departmental Seniority means length of service in one of the following departments:
    - i) Office and Clerical - Elementary and Secondary Schools
    - ii) Office and Clerical - Central and Satellite Offices
    - iii) Social Work - English
    - iv) Travail Social - French
    - v) Speech / Language - English
    - vi) Orthophonie - French
    - vii) Psychology - English
    - viii) Psychologie - French
    - ix) Library Technician-English
    - x) Library Technician - French
    - xi) Teacher Assistant - English
    - xii) Teacher Assistant - French
    - xiii) Pupil Assistant - English
    - xiv) Pupil Assistant - French
    - xv) Educational Interpreter/Assistant
- 8.02** A permanent employee shall be considered a probationary employee until he/she has completed sixty (60) working days, after which his/her name shall be placed on the seniority list mentioned in Article 8.03 and his/her seniority shall date back to the date of his/her original date of hire. No grievance may be submitted concerning the termination of employment, lay-off or disciplining of a probationary employee.  
The term "permanent employee" does not include employees hired on a temporary or casual basis. However, if a temporary or casual employee becomes a permanent employee, the Employer shall grant retroactive seniority rights equal to the number of days actually worked.
- 8.03** The Employer will maintain a seniority list showing each employee's name in order of seniority within the department, the date upon which such seniority commenced, the employee's occupational classification and current work location. The Employer will revise the seniority list semi-annually, effective October 1 and February 1, and post up copies of the revised list on all bulletin boards and will send two (2) copies to the Union. Complaints about the accuracy of a seniority list will be considered within fifteen (15) working days of the date of such posting and, if no complaint or grievance is received within that time, the list shall be deemed to be accurate.

- 8.04** (a) Departmental seniority shall be the determining factor in cases of promotions within the bargaining unit, provided the employee **or** employees who are affected have the skill, ability and qualifications to do the work in question.
- (b) In the event of lay-off, lay-offs shall be by department, and in cases of lay-off for more than five (5) working days, the following will take precedence:
- i) All temporary and/or casual help;
  - ii) Probationary employees;
  - iii) Permanent employees, in reverse order of departmental seniority, provided the **person(s)** to be retained **hold(s)** the necessary qualifications for the **position(s)**.

Recall shall take place in reverse order of the foregoing for permanent and probationary employees.

- (c) Article **8.04 (b)** shall not apply during July and August for the Clerical group and the Educational **Support** group.
- (d) The Board will give reasonable notice in the circumstances of its intention to transfer an employee, along with a reason **for** the transfer.
- (e) In the event an employee applies for a position within a different department than the one in which she is currently accruing seniority in, the following will occur:
- i) only after the employee successfully completes the trial period will the department seniority the employee earned in the former department be credited to the departmental seniority in the new department.
- (f) If, at any time, **an** employee is working simultaneously in two (2) departments, the following will occur:
- i) the department in which the greater number of hours are worked during a regular work week will be credited for the purposes of computing departmental seniority;
  - ii) if the employee works an equal amount of hours during a regular work week in two (2) or more departments, the employee will have the right to notify the Board to which department the employee wishes to have the seniority accrue.
- (g) Notwithstanding any of the foregoing, at any given time, an employee can only have seniority credited to one (1) department.

- 8.05** An employee who is absent from work due to illness, accident or approved leave of absence shall continue to accumulate seniority and departmental seniority during the period of such absence.
- 8.06** Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated for any of the following reasons or conditions:
- i) **He/she** resigns. An employee shall advise his/her Employer ten (10) working days prior to termination of employment.
  - ii) **He/she** is discharged and not reinstated through the grievance procedure or arbitration procedure.
  - iii) **He/she** fails to return from leave of absence without notifying the Employer at least 24 hours prior to the date of the expiry of the leave of absence, unless such failure to notify is proven, to the satisfaction of the Employer, to be beyond the employee's control.
  - iv) **He/she** is absent from work without permission for more than two (2) consecutive days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control.
  - v) **He/she** fails to report to work after a lay-off within seven (7) calendar days after receiving notice of recall by registered mail to the last address of the employee of which the Employer has record, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the employee's control. An employee is responsible for advising the Employer in writing of his/her address from time to time while he/she is on lay-off.
  - vi) **He/she** is laid off for a period longer than twenty-four (24) consecutive months.
  - vii) **He/she** retires or is retired.
  - viii) **He/she** has been unable to work because of an illness or injury for a period of :
    - a) For the **Clerical and the Educational Support** group: twenty four (24) consecutive months,
    - b) For the **Special Services Technical** group: thirty six (36) consecutive months.

If an employee seeks to return to work after being unable to work because of sickness or injury for a period of less than specified time referred to above, the Employer may at its discretion require the employee to undergo a medical examination by a doctor of its choice to establish the employee's fitness and ability to return to work. If the diagnosis of the doctor of the Employer's choice proves unsatisfactory to the employee, another opinion shall be obtained from a qualified doctor, mutually selected by the parties, whose decision shall be final.

**8.07** The selection and promotion of employees to positions outside the bargaining unit are not governed by this agreement. In the event an employee is or has been promoted to any such position and is within ten (10) months returned to a position within the bargaining unit he/she shall retain their previously accrued seniority and departmental seniority. Upon such return within ten (10) months from the date he/she was employed outside the bargaining unit he/she shall be placed in a job consistent with his/her qualifications and such seniority, provided that no employee in the bargaining unit shall be displaced or laid off as a result of such placement. Article 9 shall not apply to such placement.

**8.08** In the event of a lay-off or reduction in staff, the lay-off or reduction in staff shall be according to Article 8.04 (b) provided no employee will be laid off who is filling a position which cannot be filled by a member of the bargaining unit, because of qualifications and requirements. Employees so laid off shall have the right to bump into the position of the least senior employee for which they have skill, ability, and qualifications to perform the work. Such employee shall notify the employer of their intent within three (3) calendar days of the receipt of notice of lay-off.

- i) All employees with seniority laid off for fifteen (15) or more calendar days shall receive fifteen (15) calendar days notice.
- ii) All employees with seniority laid off for less than fifteen (15) calendar days shall receive five (5) calendar days notice.

If the employee has not had the opportunity to work the number of days provided in this Article, he/she shall be paid for all days for which work was not made available.

In returning to work following such lay-off or reduction in staff, the last employee laid off shall be the first employee recalled.

- 8.09** If a permanent employee in the Clerical group is transferred to a position in a lower category as a result of circumstances in Article 8.08, the salary will be red circled at the same rate as prior to the transfer. If within a six (6) month time limit a subsequent opening is created in his/her previous category, he/she may be transferred by management without the normal job posting.
- 8.10** Notwithstanding anything to the contrary in this agreement, should employees of other School Boards who would be members of this bargaining unit become employees of the Employer as a result of the purchase, amalgamation, or taking over in any other way, the schools and/or facilities of another School Board, the following shall apply:
- (a) the seniority of such employees recognized by other School Boards shall be credited to them by this Employer;
  - (b) they shall be paid at an hourly rate of pay as set out in this agreement unless at the time of such purchase, amalgamation, take over or the like the employee(s) rate of pay with other School Boards is higher in which case such employee will be paid the higher rate of pay but such pay rate shall be red circled until such time as the hourly rate pursuant to this agreement exceeds the said rate;
  - (c) subject to the provisions of any legislation dealing with such transfers of employment, the Employer shall recognize the sick leave days accumulated and recognized for such employee(s) by other School Boards up to the maximum number of days permitted pursuant to this agreement;
  - (d) all other benefits and rights shall be as set out in this agreement;
  - (e) the Employer shall not be required to post the position of employees who have become employees of this Board as the result of the eventualities set out in this Article.
- 8.11** No new employee will be hired until a person who is on lay-off has been given an opportunity for recall, provided such person has the skill, ability and qualifications to do the work in question.

- 8.12 If an employee with seniority who is to be laid off wishes to seek employment in another position under the Employer's jurisdiction rather than ~~be~~ laid off, such employee shall forthwith send notice in writing to the Administrator of Human Resources and the latter shall, without abrogating other bargaining units' rights, use his/her best efforts to place the employee in another position during the period of such lay-off, provided the employee ~~has~~ the skill, ability and qualifications to perform any work which is available. Article 9 shall not apply.
- 8.13 (a) If the position of a pupil assistant, hired to provide services to a specified student ~~or~~ students, is terminated ~~or~~ hours reduced, such pupil assistant may exercise the seniority rights and bumping procedures. The employee shall ~~be~~ laid off during the ~~student(s)~~' absence without right to bumping with seniority continuing to accumulate during the first ten (10) school days of such absence. Upon the return of the ~~student(s)~~, the employee will be recalled to the position.
- (b) The employer shall have the right to determine in circumstances it deems appropriate that a pupil assistant of a particular sex be assigned to a pupil of the same sex.
- 8.14 Employees shall retire at the end of the school year following their 65th birthday ~~or~~, at the option of the employee, at ~~such~~ earlier date as may be provided for by the OMERS Pension Plan or the TPP Pension Plan.
- 8.15 A grievance concerning a lay-off by reason of a reduction in the working force may be taken up at Step 2 of the grievance procedure.
- 8.16 Notwithstanding any other provision in this collective agreement, the President and Vice President of the Union shall be the last to be laid off work in a department provided they ~~have~~ the skill, ability and qualifications to perform the work which is available.
- 8.17 Severance ~~pay~~, where applicable, shall be in accordance with the Employment Standards Act.
- 8.1a For the **Special Services Technical** group, employees ~~who~~ transfer from an English Section department to a French Section department within the bargaining unit or vice versa shall suffer ~~no~~ loss of departmental seniority as a result of such ~~transfer(s)~~.



## **Article 9 - JOB VACANCIES**

- 9.01 (a) Whenever a new occupational classification within the bargaining unit is designated by the Employer **or** there is a permanent vacancy or a temporary vacancy thirty-five (35) weeks or longer, excluding pregnancy and parental leaves which need not be posted in any of the occupational classifications covered by this agreement and the Employer proposes to fill such vacancy, the Employer will post up a notice of the vacancy or new classification in the Employer's offices and on the bulletin boards for a period of seven (7) working days running from the date of posting. In this Article the expression "permanent vacancy" means a vacancy caused by such events as resignations or creation of a new position within an existing classification, retirement or discharge and which is indefinite **or** long-lasting in nature and does not include a vacancy caused by approved or authorized absence from work of an employee.
- (b) The notice will contain the name of the department, the job title, the category, the location of the position, the qualifications required, the posting number, the name of the official to whose attention applications are to be directed and the amount of salary or rate of pay.
- (c) Any Pupil Assistant, Educational ~~Interpreter/Assistant~~, Teacher Assistant or Special ~~Services~~ Technical Group position created subsequent to the 10th working day of the school year need not be posted for the school year but must be posted in May to take effect the following September.
- 9.02 An employee who wishes to apply for any posted vacancy **shall** make application in writing to the said official during the period of seven (7) working days mentioned in Article 9.01. The successful applicant will be selected in the manner provided in Article 8.04. If there is no applicant **or** no successful applicant, the Employer may go outside the bargaining unit to fill the vacancy.
- 9.03 (a) If there is a successful applicant, ~~he/she~~ will then be placed in the vacancy for a trial period not exceeding twenty-five (25) working days, and if ~~he/she~~ proves satisfactory ~~he/she~~ will then be confirmed in his/~~her~~ new classification. If the employee proves unsatisfactory during that time, or if ~~he/she~~ prefers to revert to his/~~her~~ previous position, or if ~~he/she~~ is unable to perform his/~~her~~ new duties ~~he/she~~ will be **returned** to his/~~her~~ former position at his/~~her~~ former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. The time limit may be extended by written mutual consent of the Union and the Board.

For the **Clerical** group, the successful applicant for a position in a higher pay scale or higher category, without experience in that position, shall commence on the pay scale at 0 years experience provided that if the applicant's pay was higher in the previous position the applicant's pay shall ~~be~~ red circled.

- (b) If an applicant is returned to his/her former position under this clause, the Employer will give consideration to ~~those~~ employees who were unsuccessful applicants for the initial vacancy and should the Employer place any such employee in the vacant position, paragraph (a) of this clause shall apply.

**9.04** The **job** left vacant by the successful applicant for the initial posting shall be posted in conformity with Article 9 and the third vacancy so created shall also be posted. The Employer may but shall not be required to post any notice of vacancy until the first successful applicant under Article 9.03 has successfully passed his/her trial period.  
This clause shall not apply to temporary postings.

**9.05** An employee who has successfully bid and is on the trial period or completed the trial period (per Article 9.03 (a)) shall not be entitled to bid for any other posted vacancy for a period of one (~~1~~) year from the date of his/her successful bid, except with the Employer's permission, and such permission shall not be unreasonably withheld.

**9.06** The Employer has the right to hire causal employees, but after 65 working days within a ~~six-month~~ period within the work year in the ~~same~~ department, such position becomes permanent and will be posted in the usual manner.

**9.07** Where two employees working in different schools in the same job classification wish to exchange schools on a permanent, or temporary basis, they shall make application to the appropriate Superintendent in writing between May 1st and July 31st of any year. The Superintendent shall not unreasonably withhold approval. The exchange shall be granted commencing with the September term if possible. ~~It~~ is further understood and agreed that the term temporary as used in this clause shall be for a period of one school year.

**9.08** For the Special **Services** Technical group it shall be deemed to ~~be~~ a legitimate reason for denial of a position or vacancy posted in a department (English) to an applicant from a department (French) that the applicant because of skill, ability and qualifications is required in the department in which he/she is currently **situated**. This shall also apply to an applicant from department (English) to department (French).

9.09 The Secretary and President of the Union will be notified monthly, in writing, of all appointments, hirings, transfers, lay-offs, recalls and terminations of employment. The address of each new employee shall be supplied to the Union with the notification of hire, unless the employee requests such information be withheld.

## **Article 10 - NEW CLASSIFICATIONS**

10.01 Whenever the Employer designates a new occupational classification covered by this agreement or a new permanent position is created, it will prepare and send to the Union a description thereof ten (10) days prior to posting the position under Article 9. This clause is subject to the exception contained in Article 8.10. At the request of either party a meeting shall be called to discuss such changes.

10.02 When a vacancy or a new position is created inside the bargaining unit, or in any job outside the bargaining unit which is related to the work of the bargaining unit (e.g. Secretary to Superintendents) the Employer shall notify the Union in writing and post notice of the position.

10.03 (a) While the Union agrees that from time to time persons excluded from the Bargaining Unit may perform duties normally performed by Bargaining Unit Employees, no person excluded from the Bargaining Unit will perform any duties of the Bargaining Unit Employees on a regular basis except on written agreement between the parties.

(b) Nothing contained in this clause shall derogate from any rights the employer may have pursuant to any other provision in this agreement.

(c) 10.03 (a) is not intended to restrict other employees of the Board from carrying out the ordinary duties they now perform in the course of their work.

(d) The Board will not engage volunteers as a means of avoiding the hiring of additional **Clerical** group personnel where workloads would justify additional personnel or displacing current bargaining unit positions.

10.04 For the **Special Services Technical** group, employees whose jobs are not in the Bargaining Unit shall not take over any jobs which are included in the Bargaining Unit except such duties as are assigned the Supervising Registered Psychologist and except in cases mutually agreed upon by the parties.

- 10.05 For the Special Services Technical group, when the Employer deems it necessary from time to time to deal with backlogs of assessments or other work which is normally part of the duties of members of the Bargaining Unit, the Employer may contract for the services of temporary or casual employees who work either full-time or part-time hours on a contract basis to do such work for up to ninety (90) consecutive working days and such persons shall not become members of the Bargaining Unit or be subject to the provisions of the Collective Agreement except that they shall be paid in accordance with Article 16:03 (f) ii).

## **Article 11 - ADJUSTMENTS AND TECHNOLOGICAL CHANGE**

- 11.01 (a) When the Employer decides to institute a technological change which is related to the duties and functions of an employee or group of employees, the Employer agrees to notify the Union as far as possible in advance of such intention.
- (b) At such time, the Employer will convene a meeting with the Union to discuss the introduction of the technological change, and the foreseeable effects that the change may be expected to have on the working conditions and terms of employment of the employee.
- (c) In the event that the Employer should introduce new methods and/or equipment which require new or greater skills than are possessed by employees under the present methods of operation, the Employer will reimburse tuition fees paid by the employees for courses taken provided **that:**
- i) the course is approved by the Employer,
  - ii) the employee provides proof of tuition fees paid and successful completion of the course.
- In lieu of the above, the Board may offer training at its expense.
- (d) If, as a direct result of technological change an employee is displaced, the employee may be reclassified, transferred or reassigned by the Employer provided the employee has the qualifications, skills and ability to do the work to which he/she is to be reassigned, transferred or reclassified.

- (e) A seniority employee who is displaced from his/her job by virtue of technological change shall be given the opportunity to displace a member of the bargaining unit with the least seniority in the same department, provided that the employee has the skill, ability and qualifications to perform the work, and that employee shall be given a trial period of up to twenty-five (25) working days, as per Article 9.03 (a) in which to demonstrate his/her suitability.

## **ARTICLE 12 - GRIEVANCES**

- 12.01**
- (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be adjusted as quickly as possible.
  - (b) All meetings at which grievances are processed shall be held in camera.
  - (c) Employees who are covered by this agreement shall be required to follow the procedures laid down in this Article.
  - (d) A grievance under this agreement shall be defined as any difference or dispute between the Employer and any member of the Union relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable and an allegation that this agreement has been violated.
  - (e) The Steward may, with permission of the appropriate Superintendent, be allowed reasonable time absent from work to investigate formal complaints from the bargaining unit employees and process grievances. The Employer may upon request, allow other elected or appointed Union officers to take time off work for carrying out such duties of that office as can only reasonably be carried out during working hours.
  - (f) In the absence of the Steward, another member of the Grievance Committee or officer of the Union may perform the duties of Steward in all stages of the grievance procedure.
  - (g) At each step of the grievance procedure, the grievor shall have the right to be present.

**12.02** No grievance shall be considered where the circumstances giving rise to it occurred or originated and were known or ought to have been known by the grievor more than fifteen (15) calendar days before the filing of the grievance. Any complaint or grievance which is not commenced or processed through the next stage of the grievance or arbitration procedures within the time specified shall be deemed to have been abandoned and not arbitrable. Time limits specified in the Grievance Procedure or Arbitration Procedure may be extended by mutual agreement in writing between the Employer and the Union.

**12.03 (a)** The following procedures shall be adhered to in processing complaints and grievances, save as otherwise provided in this Article, in Article 8.15 and in Article 13.

**STEP 1** In the event an employee has a complaint he/she shall inform the appropriate supervisor of his/her complaint within and not after fifteen (15) calendar days after the date of the incident giving rise to the complaint and request a meeting with such supervisor.

The employee shall clearly indicate that the meeting requested is in reference to a complaint which might proceed to grievance. Such meeting shall take place within seven (7) calendar days of the request. The employee shall have the right to be accompanied by his/her Steward.

**STEP 2** If a resolution is not reached within five (5) calendar days of the date of the Step 1 meeting, the employee or the Union may, within and not after ten (10) calendar days of the date of the Step 1 meeting, submit the grievance in writing to the appropriate Supervisory Officer. The grievance shall contain a concise statement of the complaint and the redress sought and shall be signed by the employee and the Steward. The Supervisory Officer shall render a decision in writing within seven (7) calendar days of the date upon which the grievance was taken up with him/her.

**STEP 3** If the grievance is not resolved at Step 2, the Union may, within and not after seven (7) calendar days of the date of receiving the Step 2 decision, (or if no decision is received, then within seven (7) calendar days after such decision ought to have been given), request a meeting with the Director. Such meeting shall take place within seven (7) calendar days of the request. If the grievance is not settled within seven (7) calendar days after the meeting with the Director, the Union may, within and not after fifteen (15) calendar days after the date of receiving the decision of the Director (or if no decision is received from the Director then, within fifteen (15) days after such decision ought to have been given) refer the grievance to arbitration under Article 13.

- 12.04 (a) A grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step 2 of the grievance procedure. A policy grievance or group grievance shall be taken up within and not after fifteen (15) calendar days after the date of the incident giving rise to the grievance.
- (b) A policy grievance of the Employer shall be in writing and may be initiated by the Director of Education by delivering the grievance to the Union. If any such grievance is not settled within seven (7) calendar days of the date of such delivery, the Employer may refer the grievance to arbitration under Article 13.
- 12.05 In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance, has previously been settled on its merits under the grievance or arbitration procedures.

### **ARTICLE 13 - ARBITRATION**

- 13.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after duly exhausting the grievance procedure established by this agreement, notify the other party in writing within the time limits set out in Step 3 of Article 12.03 of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to the arbitration board. The recipient of the notice shall, within fifteen (15) days, inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall proceed to appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within thirty (30) days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs. The arbitration board shall not have any authority to alter or change any of the provisions of this agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this agreement, or in any way modify, add to or detract from any provision of this agreement. Each of the parties to this agreement will pay the fees and disbursements of its appointee to the arbitration board and will share equally the fees and disbursements of the chairperson.

By mutual agreement of the parties, given in writing, any matter which is to be submitted to arbitration may be decided by a single arbitrator selected by mutual consent of the parties.

## **ARTICLE 14 - DISCIPLINE, SUSPENSION AND DISCHARGE**

- 14.01 In the event an employee who has attained seniority is discharged or is suspended as a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the grievance procedure.
- 14.02 Where an employee's grievance against his/her discharge or suspension duly comes before an Arbitration Board, the Board may make a ruling:
- i) confirming the Employer's action, or
  - ii) reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his/her case).
- 14.03 For the Clerical group, in the event that any other organized employees of the Employer engage in a lawful strike and maintain picket lines, the employees covered by this agreement shall have the right to refuse to cross such picket lines. Failure to cross such picket lines by the members of the Union shall not be grounds for disciplinary action, but employees shall not be entitled to pay for time not worked for such reason and may only return to work on each day the employee refuses to cross the picket line, with the approval of the Superintendent of Business Administration.
- The Board has the right to lock-out employees, consistent with the terms and conditions in the Labour Relations Act.
- 14.04 The Employer shall notify the employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days from the date the Employer became aware or reasonably should have been aware of the event complained of, with a copy of the complaint to the Union. If the complaint comes from a source outside of the School Board, the Employer shall have ten (10) working days to investigate the complaint to determine whether or not it may be legitimate and a further ten (10) working days thereafter to inform the employee in writing of the complaint. The notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time. Any expression of dissatisfaction shall



not be used against an employee in any discipline proceeding more than thirty-six (36) months after the date of such expression of dissatisfaction. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

- 14.05 For the **Special Services Technical** group, an employee shall receive the permission of the Director of Education before providing services for remuneration on a private basis for any student under the jurisdiction of the employer. Failure to do so shall result in discipline up to and including discharge, depending upon the nature of the case.

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

- 15.01 (a) For the **Clerical** group, the regular work week for full-time employees shall consist of 35 hours made up of five (5) days from Monday through Friday each week. The normal work day shall not exceed 7 hours not including no less than 1/2 hour for lunch:
- i) In the elementary schools the hours shall be between 8:30 a.m. and 4:30 p.m. at the discretion of the Principal with no less than 1/2 hour for lunch;
  - ii) In the secondary schools the hours shall be between 8:00 a.m. and 5:00 p.m. at the discretion of the Principal with no less than 1/2 hour for lunch;
  - iii) In ~~the~~ Central Office and sub-offices the hours shall be between 8:00 a.m. to 4:00 p.m. with 1/2 hour for lunch.
- (b) For the **Special Services Technical** group, basic hours of work shall be similar to the standard hours of work in the Central Office, being a total of approximately 35 hours per week. Variations in working hours may be made at the discretion of the Director.
- (c) For the **Educational Support** group, the regular work week for full-time employees shall consist of 35 hours made up of five (5) days from Monday through Friday each week. The time for commencing and finishing work shall be set from time to time by the Employer at its discretion, but the normal work day shall be seven (7) hours plus one (1) period of not less than one-half (1/2) hour for lunch.

- 15.02 (a) For the **Clerical** group:
- i) Authorized time worked by a full-time or part-time employee in excess of seven (7) hours per day or in excess of thirty-five (35) hours per week will be paid for at time and one half his/her effective hourly rate calculated to the nearest 15 minutes (provided that overtime amounting to less than one (1) hour in a week will not be paid for.) Lieu time may be granted by the appropriate Supervisory Officer at the appropriate overtime rate upon request of the employee.
  - ii) When employee is required to work ~~on~~ any of the holidays in Article 17 ~~he/she~~ shall be paid for the holiday plus two times his/her effective hourly rate and for all time actually worked and if ~~he/she~~ is required to work on a Sunday ~~he/she~~ will be paid at ~~two~~ times his/her effective hourly rate for all time actually ~~worked~~.
- (b) For the **Educational Support** group:
- i) Emergency ~~or~~ authorized time worked by ~~a~~ full-time or part-time employee in excess of seven (7) hours per day or in excess of thirty-five (35) hours per week will be paid for at time and one half his/her effective hourly rate calculated to the nearest 15 minutes. Lieu time may ~~be~~ taken at the appropriate overtime rate provided that the taking of lieu time does not interfere with the needs of students.
  - ii) When an employee is required to work on any of the holidays in Article 17, ~~he/she~~ shall be paid for the holiday plus ~~two~~ times his/her effective hourly rate and for all time actually worked and ~~if~~ ~~he/she~~ is required to ~~work~~ on ~~a~~ Sunday ~~he/she~~ will ~~be~~ paid two times his/her effective hourly rate for all time actually worked.
- 15.03 The Board agrees to pay a meal allowance of ten dollars (\$10.00) for each employee when required to work **beyond** two (2) hours overtime after having worked a minimum of seven (7) consecutive hours in any one day.
- 15.04 The employee shall be entitled to a fifteen (15) minute rest period in the morning and in the afternoon.
- 15.05 No ~~employee~~ shall be laid off work in any week merely for the reason that ~~he/she~~ has worked overtime in that week.
- 15.06 For the **Clerical** group and the **the Educational Support** group if any employee is called in to work during his/her off duty hours ~~he/she~~ shall be paid the applicable overtime rate for hours worked or three hours at regular rates whichever is the greater of the ~~two~~,

15.07 In the event that a **Pupil Assistant or Educational Interpreter / Assistant** reports for work and the pupil to whom he/she is assigned is absent from school, the Assistant shall be provided alternate work by the employer up to a maximum of 7 days during the school year. Any days exceeding the seven days the Assistant shall be paid 50% of the wage he/she would normally receive had he/she worked his/her normal hours for that day, provided he/she had not been notified before reporting for work.

15.08 For the **Special Services Technical** group:

(a) WHEREAS the school year is comprised of instructional days plus P.D. days as prescribed by the Ministry of Education;  
AND WHEREAS for the school year 1991 - 1992 the Ministry of Education implemented a "modified school year" whereby the March break was extended by one week and the school year for teachers commenced the week prior to the scheduled start of classes for students. Therefore it is agreed that:

i) as long as the "modified school year" is in effect employees shall work the "modified school year" plus five (5) days to be assigned at a time approved by the Director.

ii) if in any year of the contract, the "modified school year" is not in effect employees shall work the school year plus ten (10) days assigned as approved by the Director.

(b) i) As long as the "modified school year" is in effect, the Christmas and spring breaks shall be considered as paid vacation in addition to the days in the summer break not required to be worked pursuant to Article 15.08 (a) i).

ii) If in any year of the contract the "modified school year" is not in effect, the Christmas and spring breaks plus five (5) additional days shall be considered as paid vacation in addition to the days in the summer break not required to be worked pursuant to Article 15.08 (a) ii).

15.09 For the **Educational Support** group:

(a) The work year shall be from the first working day of the week preceding the opening of school in each school year until the last school day of the regular school year. No employee shall be entitled to any pay during the interval period and the Employer shall not be required to follow the lay-off procedure set out in this agreement with respect to lay-off at this time.

- (b) The work year for **pupil** assistants hired to provide services to a specified student or specified students shall be from the first day of the school year until the last school day of the regular school year. No employee shall be entitled to any pay during the interval period and the Employer shall not be required to follow the lay-off procedure set out in this Agreement with respect to lay-off at this time.

## **ARTICLE 16 - RATES OF PAY AND OCCUPATIONAL CLASSIFICATIONS**

- 16.01 (a) Rates of pay and occupational classifications shall be as set forth in Schedule "A" to this agreement.
  - (b) Salaries will be paid on a weekly or ~~bi-weekly~~ basis at the Board's option.
  - (c) For the **Special Services Technical** group, payment for the summer vacation period shall ~~be~~ paid in a lump sum at the next pay period following the conclusion of the work year.
- 16.02 For the **Clerical** group, when an employee is assigned on a temporary basis for more than one week other than for vacation coverage to perform work in an occupational classification other than his/her own and there is a difference between the rates of pay of the two classifications, ~~he/she~~ shall be paid the higher of the two for the ~~entire~~ period of the temporary assignment.
- 16.03 For the **Special Services Technical** group:
- (a) An employee's category and experience allowance shall be negotiated at the time of hiring.
  - (b) For the purpose of calculating deductions in pay on a daily basis, the number of days in the year shall be considered as 260 days.
  - (c) An employee whose salary placement is altered by him/her obtaining additional qualifications shall be granted the applicable salary increase effective upon the date on which requirements for such new qualification were fulfilled, as confirmed in writing by the agency or institution concerned, provided ~~the~~ Board shall not be required to provide a salary adjustment retroactive beyond six (6) months.

(d) Experience allowance for employees working less than a full work year shall be as follows:

- i) Less than 8 months worked - prorated in direct proportion to portion of the work year fulfilled.
- ii) 8 months or more worked - ~~one~~ full year

Except that for employees taking a pregnancy, adoption and/or parental leave, loss of experience allowance shall not take effect until the maximum time period allowed under the Employment Standards Act for such leaves has been exceeded.

(e) Proration of an employee's salary to account for days not worked in a given work year, and for which no pay is due the employee, shall be done in the following manner:

- i) 20 days or less not worked, including the first 20 days of a pregnancy leave.

$$\text{Prorated salary} = \frac{\text{annual salary} - \text{days not worked}}{260} \times \text{Annual Salary}$$

- ii) Days beyond 20 not worked:

$$\text{Prorated salary} = \frac{\text{number of days worked}}{\text{total working days in the year}} \times \text{Annual salary}$$

(9) i) Dues paying temporary employees shall be paid on a daily rate basis in accordance with qualifications and experience by prorating the appropriate salary on the grid, in accordance with the formula set out in 16.03 (e) ii) above,

ii) Notwithstanding Article 10.04, other casual or temporary employees shall be paid on a daily rate basis in accordance with qualifications and experience by prorating the appropriate salary on the grid as follows:

$$\text{Prorated Salary} = \frac{\text{Number of days worked}}{260} \times \text{Annual Salary}$$

## **Article 17 - PAID HOLIDAYS**

### **17.01 Paid Holidays for the Clerical group and the Educational Support group:**

- a) The following will be recognized as paid holidays to be paid for at regular rates:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day (if a school holiday)
Easter Monday ( • see <i>Letter of Understanding for the Clerical Group</i> )	
Victoria Day	Christmas Eve
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Labour Day	New Year's Eve

or days observed in lieu of any such holiday and any other day proclaimed as a holiday by the **Employer** or by any competent government authority.

- b) An employee who is not on **lay-off** will be entitled to holiday pay under this Article only if **he/she** works his/**her** last scheduled working day before and his/**her** first scheduled working day after the holiday, provided that an employee shall not lose his/**her** holiday pay if **he/she** is absent from work on any of such days and such absence is excused by the Employer.
- c) When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day and - school is not in session, the following Monday and/or Tuesday, where applicable, shall be deemed to be holidays for the purpose of this agreement.

If school is in session, no holiday in lieu will be observed but employees will receive an additional day's pay.

## **ARTICLE 18 - VACATIONS**

18.01 For the **Office and Clerical** group:

- (a)
- i) Subject to Section 18.01 (a) ii) an employee in the Central Office or schools who has **less** than twelve (12) months seniority (as defined in Article 8.01 ) prior to the 1st day of July in a year shall be entitled to vacation with pay being a proration of ten (10) working days with the percentage of proration based in the number of calendar days employed over 365 calendar days.
  - ii) An employee in the Central Office or in the schools who has worked less than **thirty-five** (35) hours per week or who has worked less than twelve (12) months in the year immediately preceding July 1 in a year shall be entitled to 4% of the salary earned in that period.
  - iii) "Period" in Section 18.01 shall mean the twelve (12) months immediately preceding July 1 in the year.
  - iv) Employees in the schools will be paid continuously during the school year with days off at the Christmas season and Winter Break being deducted as vacation days. Balance of entitlement for vacation will be adjusted the first pay in June of each year.
- (b)
- i) Subject to Section 18.01 (b) ii) an employee in the Central Office or **schools:**
    - with one year seniority prior to the 1st day of July in a year shall be entitled to a vacation of sixteen (16) working days;
    - with **two** years seniority prior to the 1st day of July in a year shall be entitled to a vacation of seventeen (17) working days;
    - with three years seniority prior to the 1st day of July in a year shall be entitled to a vacation of eighteen (18) working days;
    - with four years seniority prior to the 1st day of July in a year shall be entitled to a vacation of nineteen (19) working days;
    - with five years seniority prior to the 1st day of July in a year shall be entitled to a vacation of twenty (20) working days;
    - with six years seniority prior to the 1st day of July in a year shall be entitled to a vacation of twenty-one (21) working days;

with seven years seniority prior to the 1st day of July in a year shall be entitled to a vacation of twenty-two (22) working days;

with eight years seniority prior to the 1st day of July in a year shall be entitled to a vacation of twenty-three (23) working days;

with nine years seniority prior to the 1st day of July in a year shall be entitled to a vacation of twenty-four (24) working days;

with ten years seniority prior to the 1st day of July in a year shall be entitled to a vacation of twenty-five (25) working days.

- ii) An employee in the Central Office or in the schools who has worked less than thirty-five (35) hours per week or who has worked less than twelve (12) months in the year immediately preceding July 1

with one year seniority prior to the 1st day of July in a year shall be entitled to 5.4% of the salary earned in the period;

with two years seniority prior to the 1st day of July in a year shall be entitled to 5.8% of the salary earned in the period;

with three years seniority prior to the 1st day of July in a year shall be entitled to 6.2% of the salary earned in the period;

with four years seniority prior to the 1st day of July in a year shall be entitled to 6.6% of the salary earned in the period;

with five years seniority prior to the 1st day of July in a year shall be entitled to 7% of the salary earned in the period;

with six years seniority prior to the 1st day of July in a year shall be entitled to 7.4% of the salary earned in the period;

with seven years seniority prior to the 1st day of July in a year shall be entitled to 7.8% of the salary earned in the period;

with eight years seniority prior to the 1st day of July in a year shall be entitled to 8.2% of the salary earned in the period;

with nine years seniority prior to the 1st day of July in a year shall be entitled to 8.6% of the salary earned in the period;

with ten years seniority prior to the 1st day of July in a year shall be entitled to 9% of the salary earned in the period.



- (c) An employee's vacation shall be taken within the "year" - (as set out in Article 18.01 (h)) in which it is earned or the two months immediately following that year and shall not be carried forward beyond said period except that:

two (2) employees may be allowed - on a rotational basis - to defer their vacation until the following year only,

employees required to work in July and August following the year may defer their vacation but not beyond December 31 following the year said vacation is earned,

provided that in the opinion of the Director or the Superintendent of Business Administration such deferrals will not interfere with the regular business operations of the Board.

- (d) If any of the holidays in Article 17 fall during an employee's vacation he/she shall be granted one additional day's vacation with pay for each such holiday.
- (e) When preparing the annual vacation schedule the Employer shall, subject to its right to maintain a qualified working force, give the choice vacation dates to employees with the greatest seniority, on a rotational basis. When the annual vacation schedule is posted there will be no change in an employee's scheduled vacation dates without agreement between the Employer and the employee concerned.
- (f) It is agreed that upon request any employee shall be entitled to receive on his/her last working day prior to his/her annual vacation, any salary which otherwise would be payable to him/her during such vacation.
- (g) Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation.
- (h) As used in this Article, the word "year" means the period commencing on the 1st day of July and ending on the 30th day of June next following.
- (i) Employees who are laid off in July and/or August following the "year" (as set out in Article 18.01 (h)) shall take their vacation during the Christmas holidays and/or the mid-winter break within said year or the two months immediately following said year.

## 18.02

The Educational Support group shall be paid their annual vacation entitlement calculated on the basis of 6% of earnings on the pay cheque prior to the Christmas break.

## **ARTICLE 19 - SICK LEAVE AND RETIREMENT GRATUITY**

- 19.01 Sick leave means the period of time an employee is absent from work on an approved leave of absence by virtue of being sick or disabled.
- (a) i) For the Clerical group: twelve month employees will be allowed twenty (20) days sick leave with pay and ten month employees will be allowed sixteen (16) days of sick leave with pay for each year of continuous service and may carry forward 100% of the unused portion of any sick leave from one year to another to a maximum of 200 days.
- ii) For the Special Services Technical group: employees will be allowed twenty (20) days sick leave with pay for each year of continuous service and may carry forward 100% of the unused portion of any sick leave from one year to another to a maximum of two hundred (200) days.
- iii) For the **Educational Support** group: employees will be allowed twenty (20) days sick leave with pay in each work year. The employee may carry forward the unused portion of any sick leave for future use up to a maximum of 50 days.
- (b) An employee may be required to produce a certificate from a medical practitioner for any illness, certifying that he/she was unable to carry out his/her duties due to illness.
- (c) It will be the responsibility of the employee, who is absent due to illness or injury beyond twenty (20) consecutive days, to maintain regular contact with the Board.
- 19.02 Wages or salary for time lost due to Compulsory Quarantine shall be paid to employees when certified by a medical officer and shall not be charged to sick leave, unless the employee is quarantined because he/she has contracted the disease or illness.
- 19.03 The **Clerical** group employees and **Special Services Technical** employees covered by this agreement, who were last hired by the Board prior to January 1, 1978 shall be entitled to and shall receive, from the Board, a payment equal to 50% of their unused accumulated sick leave and this shall be paid in full and complete settlement of any and all such accumulation of sick leave to an employee's credit:
- i) Upon retirement of an employee on or after age 65, or
- ii) Upon the death of an employee (in this case the employee's beneficiary or estate shall receive the cash benefit) or
- iii) Upon the termination of employment other than discharge for cause.

## **Article 20- GROUP INSURANCES AND PENSION**

Eligibility: All employees working full time (24 or more hours per week) are eligible to be enrolled in the following benefits; subject to the terms and conditions contained in the respective policy contracts issued to the Board:

- Group Life Insurance & Accident Death and Dismemberment
- Health and Hospital Insurance
- Prescription Drug
- VisionCare
- Dental Plan
- Long Term Disability
- OMERS or TPP Pension Plan

For employees working part-time (less than 24 hours per week) the Board will pay the **pro-rated** share of the base rate, equal to hours worked divided by 24. Any employees working less than half-time (20 hours each week) shall not be eligible for coverage on the **Long-Term** Disability insurance plan.

Benefits for the **Special Services Technical** group provided under the above insurance plans will be maintained as a minimum as at the effective date of the Agreement.

### **20.01 PREMIUM PAYMENT**

- (a) For the Clerical group the Board agrees to pay the premiums at the 1990 rate hereinafter called the "base rate", for employees and their eligible dependents .
- (b) For the **Special Services Technical** group the Board agrees to pay the premiums, at the 1991 rate hereinafter called the "base rate", for employees **and** their eligible dependents (other than **casuals or** temporary employees working less than 6 months).
- (c) For the **Educational Support** group, the Board agrees to pay the premiums, at the 1990 rate hereinafter called the "base **rate**", for employees and their eligible dependents.

**20.02 GROUP LIFE PLAN, ACCIDENTAL DEATH AND DISMEMBERMENT AND THE VOLUNTARY LIFE INSURANCE PLAN**

- (a) For the **Clerical** group: Group Life Insurance Plan and Accidental Death and Dismemberment Plan in the amount of **\$30,000.00**.

The spouse and/or dependents of a deceased Bargaining Unit Employee may pay the full premium cost to retain membership in the group benefit plans, for up to three (3) years, ~~or~~ the widow/widower remarries, ~~or~~ the deceased would have attained age 65, whichever first occurs. Coverage for dependents will continue only up to age 21 as defined in the Benefit Program for Employees. The Board shall notify the family of the deceased members as to the option of the above within thirty (30) days of the death ~~or~~ prior to the cancellation of the benefits.

- (b) For the **Special Services Technical** group: Group Life Insurance Plan and Accidental Death and Dismemberment Plan in the amount of **\$40,000.00** with employee's right to purchase up to a further **\$80,000.00** Life Insurance coverage at his/her own expense, provided they are eligible for further coverage.
- (c) ~~For~~ the Educational **Support** group: Group Life Insurance Plan and Accidental Death and Dismemberment Plan in the amount of ~~of~~**\$25,000**.

**20.03 HEALTH AND HOSPITAL INSURANCE**

The Board agrees to pay the legislated Employer Health Tax and ~~the~~ current premium rate for the difference between ward and semi-private hospital accommodation.

**20.04 PRESCRIPTION DRUG**

Prescription Plan is subject to payment of the first **\$1.00** per prescription by the employee and is for generic drugs. It is explicitly understood that if there is no generic drug available to fill the prescription it will not limit the medication available to ~~be~~ prescribed. Furthermore, it is understood that the employee's physician can preclude substitution with a generic drug if the physician so declares.

**20.05 VISION CARE**

- (a) For the **Clerical** group: Vision Care Plan with prescription change having \$125 maximum per subscriber and eligible dependents during any continuous **24** month period.
- (b) For the **Special Services Technical** group: Vision Care Plan having a maximum of \$125.00 per subscriber and eligible dependents, every 2 years. No prescription change necessary.
- (c) For the **Educational Support** group: Vision Care of \$125.00 per subscriber and eligible dependents every **24** months, with a prescription change.

**20.06 DENTAL**

Dental Plan at the current C.D.A. general fee schedule for basic minor and restorative.

**20.07 LONG TERM DISABILITY**

The LTD plan is available for employees working **20** hours or more per week.

- at **60** % of earnings before disability
- with a **90** calendar day waiting period
- with primary C.P.P. integration
- with the right to top up to **85%** of earnings with accumulated sick leave

- (a) For the **Clerical** group: A maximum monthly benefit of **\$3,000.00**
- (b) For the **Special Services Technical** group: A maximum monthly benefit of **\$3,500**
- (c) For the **Educational Support** group: A maximum monthly benefit of **\$3,000.**

**20.08 A) OMERS PENSION PLAN**

For full-time employees, the Board will contribute 50% of the total amount to be contributed to the O.M.E.R. S. Pension Plan in each year of the Agreement.

Part-time employees shall have the option of participating in OMERS provided they meet the minimum qualifications (i.e. fulfilling the two (2) year qualifying period) as set out in the Pension Reform Act for participation in OMERS.

**B) TEACHERS' PENSION PLAN**

This benefit is limited to employees who are members of the Teachers Pension Plan.

**20.09 CONTINUATION OF COVERAGE**

(a) Illness and injury

In the case of absences for illness or injury, the Employer's contribution to the group insurance plans will be paid to the limit of the accumulated sick leave credits or six (6) months, whichever is greater, at the applicable base rate. Thereafter, the employee may pay the full premiums through the Employer in accordance with and subject to the terms of the respective insurance plans.

(b) Workers' Compensation

For the Educational Support group, the Board shall pay its share of the premiums at the applicable base rate for employee's benefits when an employee is absent under Workers' Compensation.

(c) Lay-off

i) For the Clerical group, the Employer agrees to pay 100% of the premiums at the base rate, (1990 rate will apply) unless otherwise provided in this agreement, to the group insurance plans for employees laid off for a period of less than three months. In the event of a longer lay-off, employees so affected will be given the right to continue coverage through direct payments, subject to the terms of the respective insurance plans.

ii) For the **Special Service Technical** group, the Employer agrees to pay 100% premiums at the 1991 base rate as set out in Article 20.01 for the group insurance plans for employees laid off for periods of less than three months. In the even of a longer lay-off, employees so affected will be given the right to continue this coverage through direct payments subject to the terms of the respective insurance plans.

iii) For the Educational Support group, the Board shall continue to pay premiums at the 1990 base rate for employee's benefits when an employee is on lay-off during school vacation periods, subject to the provision of Article 8.06 where upon the obligation of the Employer to pay such premiums shall cease.

(d) Termination of coverage beyond age 65:

Any employees receiving an extension of employment beyond age 65 will not be covered by any insurance plans, the policies of which terminate coverage at age 65.

## 20.10 NOTIFICATION

The Employer shall keep the Union informed of the specifics of benefits coverage being provided. Notification of changes in coverage shall be sent to the Union as **soon** as possible after the change **occurs**.

## 20.11 DISPUTES

All of the Insurances mentioned in this agreement shall be as more **particularly** described and set forth in the respective policies of insurance. Any dispute over payment of benefits or change of benefits under such **policies** shall be between the employee and the insurer concerned, but the Employer shall use its best efforts to settle any such disputes.

## **ARTICLE 21 LEAVE OF ABSENCE**

**21.01** Unless otherwise stated in this collective agreement, all leaves of absence shall be without pay.

Except as provided in this Article, whenever an employee applies for leave of absence, the application shall be in writing. Any such leave of absence granted by the Employer shall be in writing and shall state whether it is with or without pay and shall state the purpose of the leave and the terms, if any, on which it is granted, provided that the Employer may grant casual time off to an employee without the necessity of writing. If the leave of absence is without employer paid benefits the employee may request permission to prepay the benefit premiums in full or on a quarterly basis. Such permission shall not be unreasonably withheld.

**21.02** An employee who obtains any leave of absence for one purpose and uses it for another will be subject to discipline or discharge, depending upon the nature of the case.

**21.03** The Employer may grant leave of absence with or without pay at its sole discretion unless the Collective Agreement states that leaves are with pay.

**21.04** (a) An employee who is elected or selected for a full-time position with the Union or any organization with which the Union is affiliated or is elected to public office will be granted leave of absence without pay and without the other benefits provided by this agreement for a period of one (1) year, but with loss of seniority for that year. Such leave may be renewed for one further year during his/her term in such position or office, provided application is made to the Employer in writing not less than two (2) months prior to the expiry of the first year of such term.

(b) When an employee is on leave of absence under this Article he/she may make direct payments through the Employer to continue his/her insurance benefits under Article 20.01, unless restricted by the insurer, except that the employee will prepay the premium in full without any contribution by the Employer.

**21.05** Union Business shall be considered good cause for leave of absence and an employee elected, selected or appointed to attend union conventions, seminars, or education classes or other Union functions shall be granted leave of absence. Such leave of absence shall be without pay and without loss of seniority and shall not be granted to more than two (2) employees from each group as defined in Article 2.01, at one time. Such time shall not exceed a total of thirty (30) working days in any one calendar year.



- 21.06 An employee will be entitled to leave of absence with pay for the purpose of writing examinations when examinations are written during working hours involving courses of instruction provided any such course has previously been approved and recognized by the Employer for the purpose of improving his/her qualifications in the Employer's service.
- 21.07 An employee who is summoned to serve as a juror or is required by subpoena to appear in Court as a witness will be paid his/her regular pay for the time he/she is required to be in Court, provided the employee presents to the Employer the process which required his/her presence in Court and pays over to the Employer the amount received by him/her as such juror or witness.
- 21.08 In the event of a death in an employee's family, he/she shall be entitled to the following bereavement leave with pay provided the employee attends or makes arrangements for the funeral:
- (a) spouse, parent, parent-in-law, child, child under legal guardianship, sibling  
- five (5) days
  - (b) grandparent, grandchild, brother/sister in-law, daughter/son in-law  
- three (3) days
  - (c) aunt, uncle, niece, nephew  
- one (1) day
  - (d) If extra travelling time is required, employees shall make prior application to the Employer for an extension of this allotment. Each request is to be considered on its merit.
  - (e) Any other request for absence will be granted at the discretion of the Employer.
  - (9) Time for the attendance at a funeral of an employee may be granted by the Employer.**
  - (g) For the Educational Support group, time for the attendance at a funeral of a student may be granted by the Employer.

21.10 a) **Pregnancy Leave**

Pregnancy Leave of 17 weeks shall be in accordance with statute. Upon receipt of a certificate from a legally qualified physician stating that the employee named therein is pregnant and specifying the approximate date of delivery, pregnancy leave shall be granted, which may include parental leave. In addition, the employee will notify the Employer of her expected return date. If the date of return changes, the employee shall give the Employer a minimum of 4 weeks notice of the new date of return.

- i) The employee is required to provide 2 weeks written notice for pregnancy leave commencement.
- ii) Any employee who has requested a pregnancy leave in writing which has been approved may waive such notice of request for leave in the event of pregnancy complications or premature birth.
- iii) Accumulation of sick leave credits shall not occur during this period of leave nor shall the sick leave allowance of any fraction thereof be paid during the duration of the leave.
- iv) The Board shall continue to pay the premiums at the base rate of all employees' Group Insurance Plans as per Article 20.01 up to 17 weeks for all employees who take a pregnancy leave.
- v) Full seniority shall continue to accumulate during pregnancy leave.
- vi) It shall be noted that any employee who has taken pregnancy leave and wants to take parental leave must commence parental leave upon completion of the pregnancy leave, The employee will give at least 2 weeks written notice prior to commencement of parental leave.
- vii) Upon the employee's request, the **Employer** will attempt to accommodate employees whose assignments are considered "at risk" for the pregnant employee or the baby.

21.10 (b) **Parental Leave**

- i) If requested by the employee in writing, the Board will grant a parental leave not to exceed one (1) year. Should the employee request additional parental leave the Board may, but is not obligated to, grant such an additional leave. Such request for such additional leave shall not be unreasonably denied. Parental leave is available to a person who **is** defined as a parent in accordance with the Employment Standards Act, R.S.O. 1980 as may be amended from time to time.
- ii) An employee who has taken pregnancy leave must commence parental leave upon completion of the pregnancy **leave**.
- iii) Any employee who is defined as a parent must commence parental leave within thirty-five (35) weeks of the date of birth of the child or within **thirty-five (35) weeks** of the date of coming into custody, care or control of the child.
- iv) Accumulation of sick leave credits shall not occur during this period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave.
- v) The Board shall continue to pay premiums of all Employee's Group Insurance **Plans** (as **per Article 20.01**) for **eighteen (18) weeks**.
- vi) An employee who has given notice to end parental leave may change the notice to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date; or to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.
- vii) Full seniority shall continue to accumulate during parental leave.
- viii) An employee has the option of taking **his/her** parental leave concurrently with **his/her** spouse's **pregnancy/parental** leave or sequentially.
- ix) For the Educational Support group:  
It is understood that such additional extended leave shall go to the **end** of the school term and the employee shall be entitled to return to work at the commencement of the new school term.

21.10 (c) **Adoption Leave**

- i) Where an employee officially adopts a child, ~~leave~~ of absence shall be granted to either parent under the same terms and conditions as outlined for parental leave. The employee shall notify the Board as to when the adoption is expected to take place.
- ii) If an employee adopts a child and the adoption agency requires, as a condition of the placement of the adoptive child, that the adoptive parent take a leave of absence of up to six (6) months to be at home with the child, the Board shall pay the premiums, as set out in the Article 20.01 of the Collective Agreement, for the duration of such leave.

21.10 (d) **Return from Pregnancy/Parental/Adoptive Leave**

Where the employee has been granted Pregnancy /Parental /Adoptive leave, the employee shall return to the same or comparable position, unless otherwise mutually agreed.

21.11 **COMPASSIONATE LEAVE**

Compassionate leave, without loss of pay or deduction from sick leave credit:

- a) **may be** granted by the Employer to members of the **Clerical** group on compassionate grounds for the following reasons:
  - i) birth of a child
  - ii) critical illness of an immediate family member
  - iii) adoption of a child
  - iv) surgery of an immediate family member
- b) **shall be** granted by the Employer to members of the Special Services Technical group on compassionate grounds for the following reasons:
  - i) birth of a child
  - ii) critical illness of an immediate family member
  - iii) adoption of a child
- c) **may be** granted by the Employer to members of the Educational Support group on compassionate grounds for the following reasons:
  - i) birth of a child
  - ii) critical illness of an immediate family member
  - iii) adoption of a child

The Director may grant leave without loss of pay or deduction from sick leave credits on compassionate grounds for reasons other than those stated above. In all cases, the number of days shall be at the discretion of the Director.

- 21.12 **Clerical group** employees who intend to return to work following an absence in excess of 30 calendar days, shall, when possible, provide 10 days written notice to the Employer indicating their intentions.

## **ARTICLE 22 - COMPENSATION CASES**

- 22.01 For the **Clerical** group and the **Special Services Technical** group, an employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the Worker's Compensation Act, and which is not directly or indirectly a result of his/her personal disregard for safety regulations and practices, may, if the employee requests, have his/her salary supplemented to the amount of his/her normal salary through the current sick leave entitlement to the limit of his/her accumulated sick leave credits.

## **ARTICLE 23 - WINDSOR TEACHERS' CREDIT UNION**

- 23.01 The payroll facilities will be made available to the employees for the purpose of a payroll deduction to be forwarded to the Windsor Teachers' Credit Union to make a savings deposits *or* a payment on a loan. A form shall be filled out by the employee stating the amount to be deducted from each pay and, in turn, once a month, all said payments of the previous month will be forwarded to the Windsor Teachers' Credit Union with a listing of amounts to be credited to each employee.

## **ARTICLE 24 - WORKLOADS AND CONDITIONS**

- 24.01 For the **Clerical** group, each office shall be properly equipped in order that the secretaries may **do** their job efficiently.
- 24.02 Mileage rates paid to employees using their own automobiles on authorized Employer's business shall be paid as per Employer's policy regarding rate per mile. Employees working in more than one school will be paid mileage at a rate as set by Board policy for travelling between schools or between schools and Central Office.

**ARTICLE 25 DEFERRED SALARY LEAVE (4 over 5 Plan)**

For the **Special Services Technical** Group:

- 25.01      **DESCRIPTION:** The plan affords an employee the opportunity of taking a one year leave of absence and, through deferral of salary, finance the leave (as in the teachers agreements).
- 25.02      **QUALIFICATION:** Any employee having 3 years' seniority with the Board is eligible to participate.
- 25.03      **APPLICATION:** An employee who intends on participating in the plan must apply in writing on or before January 31st.
- 25.04      **PAYMENT FORMULA AND LEAVE OF ABSENCE:** The payment of salary, and the premiums for the Group Insurance Plans and the timing of the one year leave of absence shall be as follows:
- (a) In each year of the plan, preceding the year of the leave, an employee **will** be paid a reduced percentage (at the discretion of the employee) of his/her proper grid salary and the applicable allowances. The remaining percentage of annual salary will be deferred and this accumulated amount plus any interest earned shall be retained for the employee by the Board to finance the year of leave.
  - (b)      i) In each year of the plan, deductions made from the salary of each participating employee for the purpose of the plan, shall, in the month it is deducted, be deposited in a single true savings account in the Board's bank and held for each employee's purpose under the plan. Interest will accrue at the rate for true savings account in effect and as determined and reported by the Bank.
    - ii) At the end of each year of the plan, principal and interest credited in ~~the~~ true savings accounts **will be** transferred - to the maximum multiples of **\$100** in each account - to an investment account from where, collectively, the funds will be invested as follows:

10% of the amount transferred to the investment account to the nearest \$1,000 in deposit certificates having a term not exceeding 60 days.

The balance - less the amount payable to employees scheduled to be on leave of absence in the next year of the plan - in deposit certificates having a term not exceeding one year and earning the highest interest rate available at the time of investment as determined and reported by the Board to the Personnel Committee.

iii) The funds invested in accordance with section ii) of this article, together with a pro-rate share of the collective interest earned and payable, to each employee scheduled to be on leave of absence in the next year of the plan, in accordance with articles 25.04 (d) i) or ii), shall, at the end of the previous year of the plan, be transferred back to the single true savings account from which the principal originally was transferred and the amounts payable in accordance with articles 25.04 (d) i) ~~or~~ ii), shall be transferred from the single true savings account of the employee affected to the Board's general account in the month of payment of same.

(c) On or before November 15th in the first year of participation and in each year thereafter until and including the year following the leave of absence of each participating employee, ~~he/she~~ shall receive, from the Board, a statement of principal and interest standing to his or her credit, as recorded and reported by the Board's bank.

(d) In the year of leave of absence, the employee may elect to receive payment of the accumulated deferred salary and interest as follows:

i) By ~~26 bi-weekly~~ payments due on the same dates as provided for in the current collective agreement.

ii) On the first pay date in September, 40% of the amount; on the first pay date in January, the balance of the amount

**or**

iii) As per Articles 25.05 (b) i) or 25.05 (e)

(e) While an employee is enrolled in the plan, and not on leave, any Group Insurance Plans tied to the salary level, shall, to the extent possible ~~according~~ to the insurance policies then in effect, be structured according to ~~the~~ salary the employee would have received had ~~he/she~~ not been enrolled in the plan.

(f) An employee's Group Insurance Plans will be maintained by the Board during ~~his/her~~ leave of absence according to the terms and provisions of insurance policies then in effect; however, the premium ~~costs~~ for all Group Insurance Plans shall be paid in advance by the employee before the year of the leave. Any increases in premiums during the year of the leave of absence will also be paid by the employee upon receipt of notice from the Board. Any decrease in premiums during the year of the leave of absence will be refunded by the Board.

- (g) While on leave, any Group Insurance Plans tied to the salary level, shall, according to the terms and provisions of insurance policies then in effect, be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the plan.

25.05 Further Provisions:

- (a)
  - i) Sick leave credits will not accumulate during the year spent on leave.
  - ii) Seniority will continue to accumulate.
  - iii) Experience for purposes of salary increment will not accumulate for the period of the leave.
- (b)
  - i) Laid off employees and who are not eligible in accordance with Article 8:04 (b) to return to the employ of the Board for one (1) full year after the year of their leave, must withdraw from the Plan.
  - ii) In such case, the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.

Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.

- (c) O.M.E.R.S. deductions are to be continued as provided by O.M.E.R.S. regulations.
- (d)
  - i) An employee may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per 25.05 (b) ii).
  - ii) In the event that in the opinion of the Board, a suitable replacement cannot be hired for an employee who has been granted a leave, the Board may defer the year of the leave by notifying the employee prior to March 1st. In this instance an employee may choose to remain in the Plan, or receive payment as per 25.05 (b) ii).



- iii) Should 25.05 (d) ii) result in a leave of absence being taken past the final year of the plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest until the leave is granted.
- (e) Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the employee's estate.
- (f) All employees wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

## **ARTICLE 26 GENERAL**

- 26.01 When an employee is specifically required by the Employer to undertake any course of instruction or attend any seminar or conference, reimbursement for travelling expenses shall be paid by the Employer, in accordance with the policy set by the Employer from time to time.
- 26.02 With the prior permission of the **Employer**, the Union may hold meetings on the Employer's property subject to the Employer's policy on the use of school facilities.
- 26.03 Except with the prior approval of the Union, the Employer will not enter into any private agreement with any employee in the bargaining unit the terms of which are contrary to any term of this agreement.
- 26.04 The Union and the Employer desire every employee to be familiar with the provisions of this agreement and **his/her** rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing.
- 26.05 The Employer shall provide standard size bulletin boards for each of the education and business administration sections in the Central Office for the use of the Union to post matters of interest to Union Members. The Union shall have the right to post matters of interest to Union Members on a designated bulletin board in each work site. Posting of all notices or other matters of interest to Union Members shall have the prior approval of the Director **or** person designated by **him/her** for that purpose.



- 26.06 Smocks, which will remain the property of the Board, will be provided at each school.
- 26.07 Where the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine **has** been used where the context so requires.
- 26.08 Each employee shall have access to his/her personnel file upon written request to the appropriate Superintendent or designate.
- 26.09 Employees are responsible for advising the **Employer** in writing of any change of address. The Employer **shall copy such** notification to the Union.

#### **ARTICLE 27 - TERM OF AGREEMENT**

- 27.01 This agreement shall commence on the 11th day of October, 1994 and **end** on the 31st day of March, 1996 and thereafter, from year to year, unless either **party gives** notice; in writing, to the other, not less than thirty (30) ~~or~~ not more than ninety (90) days prior to the expiry date hereon, of that party's intention to terminate or to negotiate revisions to this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed by their duly authorized representatives this \_\_\_th day of June, 1995, A.D.

FOR THE BOARD:

Joseph E. Quinn  
Kay Dams  
Pat Mullins  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE UNION:

Marga Wheeler  
Genise B. Frye  
Jilda Ware  
Christine Krayet  
Denise Bondy  
[Signature]

**SCHEDULE 'A'**  
**TO THE AGREEMENT BETWEEN**  
**THE ESSEX COUNTY ROMAN CATHOLIC SEPARATE, SCHOOL BOARD**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS**  
**LOCAL 1358**  
**SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS**  
**AND RATES OF PAY**

**For the Clerical group:**

	<u>Years of</u> <u>Experience</u>	<u>Rate per hour of work</u> <u>Dec. 31/93</u>	<u>Nov. 1/94</u>
<b><u>SCHOOLS:</u></b>			
<b><u>ELEMENTARY DEPARTMENT</u></b>			
Secretaries	0	14.71	15.26
	1	15.04	15.60
	2	15.70	16.28
<b><u>SECONDARY DEPARTMENT</u></b>			
Category 1 - Secretaries:			
- Attendance	0	14.71	15.26
- Guidance	1	15.04	15.60
- Library	2	15.70	16.28
- Secretaries/Clerks			
Category 2 - Head Secretaries:			
	0	16.15	17.70
	1	16.81	18.43
	2	17.74	19.45
<b><u>CENTRAL OFFICE DEPARTMENT</u></b>			
Category 1 - Receptionists			
	0	12.30	12.69
	1	12.88	13.29
	2	13.35	13.78
Category 2 - Junior Clerks			
	0	14.00	14.58
	1	14.58	15.18
	2	15.05	15.67
Category 3 - Central Office Secretaries:			
- Catholic Education Centre	0	14.20	14.65
- Centre Pédagogique	1	14.53	14.99
- Learning Materials Resource Centre	2	15.19	15.67
- Computer Centre			

	<u>Years of Experience</u>	<u>Rate per hour of work</u>	
		<u>Dec. 31/93</u>	<u>Nov. 1/94</u>
<b>Category 4 - Intermediate Clerks:</b>	0	14.03	14.44
- Accounts Payable	1	14.49	14.91
- Purchasing	2	15.23	15.67
- Transportation			
- Secretary Steno			
<b>Category 5 - Intermediate Clerks:</b>	0	14.56	15.04
- Payroll	1	15.02	15.52
	2	15.76	16.28
<b>Category 6 - Senior Clerks:</b>	0	14.30	14.65
- Accounts Payable	1	14.96	15.33
- Accounting General	2	15.89	16.28
- Purchasing			
- Transportation			
<b>Category 7 - Head Secretaries:</b>	0	16.15	17.71
- Catholic Education Centre	1	16.81	18.43
- Centre Pédagogique	2	17.74	19.45
<b>Category 8 - Senior Clerks:</b>	0	16.82	18.30
- Payroll	1	17.34	18.87
	2	17.87	19.45

**For the Special Services Technical group:**

**SALARY GRID EFFECTIVE AUGUST 31, 1993**

<u>Years of Experience</u>	<u>Level of Qualification (Note)</u>		
	A1	A2	A3
0	31,939	33,299	36,017
1	33,978	35,339	38,055
2	36,017	37,377	40,095
3	38,055	39,414	42,134
4	40,095	41,454	44,171
5	42,134	43,492	46,212
6	44,171	45,531	48,250
7	46,212	48,250	51,648

**SALARY GRID EFFECTIVE NOV. 1/94**

<u>Years of Experience</u>	<u>Level of Qualification (note)</u>		
	A1	A2	A3
0	33,522	34,882	37,600
1	35,561	36,922	39,638
2	37,600	38,960	41,678
3	39,638	40,997	43,717
4	41,678	43,037	45,754
5	43,717	45,075	47,795
6	45,754	47,114	49,833
7	47,795	49,833	53,231

Note:           A1 = Bachelor Degree  
                   A2 = Honours Degree  
                   A3 = Masters Degree

Notwithstanding the foregoing, no employee receiving an allowance at the date of this Agreement for degree qualification or course work toward same shall lose such allowance nor shall any employee currently above maximum have their salary reduced from the present level.

**For the Educational Support group:**

**Effective Hourly Rate of Pay:**

	<b><u>SEPT. 92</u></b>	<b><u>NOV. 94</u></b>
<b>LIBRARY TECHNICIANS TEACHER ASSISTANTS</b>	<b>\$14.93</b>	<b>\$16.28</b>
<b>EDUCATIONAL INTERPRETER ASSISTANTS TEACHER ASSISTANTS - JK/SK [FLS]</b>	<b>\$14.93</b>	<b>\$15.67</b>
<b>PUPIL ASSISTANTS</b>	<b>\$12.19</b>	<b>\$16.28</b>

ESSEX COUNTY ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD  
AND  
CUPE, LOCAL 1358  
LETTER OF UNDERSTANDING

RE: Video Display Terminals

It is understood that V.D.T. operators may spend at least ten (10) minutes performing job-related duties different from V.D.T. operation after every hour of continuous work on a V.D.T.

FOR THE UNION:

Marga Miller  
Denise B. Myre  
Hilda Ware  
Christine Klaydt  
Denise Bondy  
Paula Jones

FOR THE EMPLOYER:

Joseph E. Squire  
Kay Dams  
Pat Muller  
St. John



**ESSEX COUNTY ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD  
AND  
CUPE, LOCAL 1358  
LETTER OF UNDERSTANDING**

**RE: VIOLENCE AND SEXUAL HARASSMENT**

The Board recognizes the legitimate concerns of the Union about issues concerning violence and sexual harassment in the workplace.

The Board intends to consult with the Union in the development of the Board's Policy on violence and sexual harassment.

**FOR THE UNION:**

Marga Wieler  
Denise B. Thye  
Hilda Ware  
Christine Knight  
Denise Bondy  
Lucy Han

**FOR THE EMPLOYER:**

Joseph P. Sycen  
Ray Lam  
Pat Mullin  
J. Fran

**ESSEX COUNTY ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD  
AND  
CUPE, LOCAL 1358  
LETTER OF UNDERSTANDING**

**RE: PSYCHOMETRIST / PSYCHOMÉTRICIEN(NE)**

The position of Psychometrist [english] was discontinued in July 1992. The position of Psychométricien(ne) [french] will cease to exist July, 1995.

As requested by CUPE during amalgamation proceedings, the aforementioned positions shall remain as defined in Article 2.01 (a) ii) in this agreement so that in the event of an amalgamation of boards, the positions shall be recognized as having been the jurisdiction of the Canadian Union of Public Employees.

**FOR THE UNION:**

Marga Wheeler  
Denise B. Thye  
Hilda Ware  
Christine Krayzel  
Denise Bondy  
Laura Ho

**FOR THE EMPLOYER:**

Joseph E. Seguin  
Ray D. Dams  
Pat Muller  
J. J. J.

ESSEX COUNTY ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD  
AND  
CUPE, LOCAL 1358  
LETTER OF UNDERSTANDING

[For the Clerical group]

RE: HOURS OF WORK

It is agreed by the parties that notwithstanding the hours of work set out in the collective agreement for employees in the secondary schools, the parties shall cooperate in endeavouring to have employees work a seven hour shift between the hours of 7:30 a.m. and 5:00 p.m. on a voluntary basis.

FOR THE UNION:

Marga Miller  
Denise B. Myers  
Hilda Ware  
Cristine Khojast  
Denise Bondy  
Susan Fox

FOR THE EMPLOYER:

Joseph E. Sequin  
Kay Dams  
Pat Muller  
[Signature]

**ESSEX COUNTY ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD  
AND  
CUPE, LOCAL 1358  
LETTER OF UNDERSTANDING  
[For the Clerical group]**

**RE: ,LAY-OFF**

Except for lay-offs in the Schools or Central Office of a temporary nature during the months of July and August, or the March break, notwithstanding the provisions of the Collective Agreement with respect to layoff by department, it is agreed that for the term of this Collective Agreement the following rights shall be given to an employee who is to be laid off.

In the event there is to be a lay-off in a department, the least senior person in that department shall be laid off, subject to Article 8.08 of the Collective Agreement.

In the event there is a lay-off in the Schools Department and the person laid off has more seniority than a person in the Central Office/Satellite Department, such person may elect in writing within three (3) days of receipt of notice of lay-off to bump the least senior person in the Central Office/Satellite Department in categories 1, 2 or 3 provided he/she has the qualifications, skill and ability to perform the duties and functions of the job in question.

This right shall apply mutatis mutandis (in reverse) to a Central Office/Satellite Department person who is laid off who has more seniority than an employee in the Schools Department provided the person seeking to exercise bumping rights has the qualifications, skills and ability to perform the duties and functions of the job in question.

**FOR THE UNION:**

Margaret Wheeler  
Denise B. Inye  
Kilda Ware  
Christine Krause  
Denise Bondy  
Laura [unclear]

**FOR THE EMPLOYER:**

Joseph E. Seymour  
Ray [unclear]  
Pat Mulligan  
[unclear]

**ESSEX COUNTY ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD  
AND  
CUPE, LOCAL 1358  
LETTER OF UNDERSTANDING  
[For the Clerical group]**

**RE: SUMMER LAY-OFFS**

Employees who are regularly laid-off for the summer months who wish to seek employment during the summer months shall send notice in writing to the Superintendent of Business Administration who shall notwithstanding 8.16, use his/her best efforts to place the employees in order of seniority provided they have the skill, ability and qualifications to perform any work which is available and providing there are no other employees on permanent lay-off with the skill, ability and qualifications to perform the work.

**FOR THE UNION:**

Marga Miller  
Denise B. Myre  
Jilda Ware  
Christine Khayat  
Denise Bondy  
Paula

**FOR THE EMPLOYER:**

Joseph S. Liguori  
Ray D. Lane  
Pat Mullin  
Jean

**ESSEX COUNTY ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD  
AND  
CUPE, LOCAL 1358  
LETTER OF UNDERSTANDING  
[For the Clerical group]**

**RE: EASTER MONDAY**

In the event Easter Monday is not a school holiday, it shall be a regular working day and a paid holiday in lieu shall be granted between Christmas and New Year's or at the March Break. Employees laid off or terminated prior to receiving lieu day, will be compensated at the regular rate of pay.

**FOR THE UNION:**

Marga Wheeler  
Denise B. Pope  
Hilda Ware  
Christine Kluyt  
Denise Bondy  
Lauren Pope

**FOR THE EMPLOYER:**

Joseph E. Seguin  
Kay Dams  
Pat Mullins  
J. Jean

**ESSEX COUNTY ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD**

**AND**

**CUPE, LOCAL 1358**

**LETTER OF UNDERSTANDING**

**[For the Special Services Technical group]**

**RE: APPLICATION OF ARTICLE 8:04 (b) III)**

The parties recognize that positions within the scope of the bargaining unit may also be held by non-bargaining unit employees of the Board who are certified teachers with seniority on the elementary or secondary teachers' seniority list.

In the event a lay off of a person in a bargaining unit position is necessary during the term of this agreement, for the purpose of determining the person to be laid off only, the Board shall not differentiate the seniority of those who are members of the bargaining unit from those who are members of the Teachers' Federation or any of its Affiliates, provided the person to be retained has the necessary skill, ability and qualification(s) to perform the job. It is understood that for those who are members of the Teachers' Federation or any of its affiliates, seniority shall be defined as per their collective agreement.

**FOR THE UNION:**

Marga Wheeler  
Denise B. Tupper  
Hilda Ware  
Christine Khoyt  
Denise Bondy  
Sam Jones

**FOR THE EMPLOYER:**

Joseph E. Seymour  
Ray Lane  
Pat Mullis  
Sam Jones

**ESSEX COUNTY ROMAN CATHOLIC**

**SEPARATE SCHOOL BOARD**

**AND**

**CUPE, LOCAL 1358**

**LETTER OF UNDERSTANDING**

**[For the Special Services Technical group]**

The employer agrees that any position created from bargaining unit work shall remain within the bargaining unit e.g. Attendance Counsellor.

**FOR THE UNION:**

Marga Miller  
Denise B. Thye  
Hilda Ware  
Christine Kraszt  
Denise Bondy  
Laura Poon

**FOR THE EMPLOYER:**

Joseph E. Seymour  
Ray Adams  
Tim Murray  
John