



SOURCE	Bow	
EFF.	96	04
TERM.	98	03
No. OF EMPLOYEES	22	
NO. D'EMPLOYÉS	42	

AGREEMENT

between

THE ESSEX COUNTY ROMAN

CATHOLIC SEPARATE

SCHOOL BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and

LOCAL 1358.1

CLERICAL, COMPUTER SERVICES,

EDUCATIONAL SUPPORT GROUPS

April 1, 1996 - March 31, 1998

1014202

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ARTICLE 1 - 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) **Computer Services Group**
 - computer hardware technicians
 - computer software technicians
 - iii) **Educational Support Group**
 - library technician
 - pupil assistant
 - teacher **assistant**
 - 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**.

- 2.01 (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.
- (m) For the **Elementary** School Year:
- the **first** school term ends with the commencement of the Christmas break
 - the second school **term** ends with the commencement of the March **break**
 - the third school term ends with the conclusion of the School **Year,**

2.01 (n) For the Secondary School Year:

- the first school term ends with the completion of the January exam schedule
- the second school terms ends with the conclusion of the school year in June.

ARTICLE 3 - RECOGNITION

3.01 The Employer ~~recognizes~~ the Union as the exclusive Bargaining Agent for all Clerical group employees, Computer Services group employees, and 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
- viii) Systems Manager (Information Technology)
- ix) One Research Assistant, Two Benefits Officers, and
One Secretary in ~~Human Resources~~
- x) ~~Persons~~ covered by subsisting collective agreements.

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 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 three (3) employees, for the purpose of negotiating this agreement and its renewal. The president of Local 1358 shall be recognized as an additional member of the committee.

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. The Union shall receive the Policy Handbook and all updates.

ARTICLE 8 - SENIORITY

- 8.01 As used in this agreement:
- (a) "Seniority" means the 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
 - ii) Library Technician
 - iii) Pupil Assistant, Teacher Assistant, Educational Interpreter/Assistant
 - iv) Computer Resource Technician
- 8.02 A permanent employee shall be considered a probationary employee until he/she has completed 420 hours worked, 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 during his/her most recent assignment or actual days worked in the preceding twelve (12) months whichever is greater.

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 that the person(s) to be ~~retained~~ hold(s) the necessary qualifications for the position(s) including the **required standard** of competence in the **language** or languages of the school or workplace.

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 in a different department other ~~than~~ the one he/she is currently **accruing** seniority, the following will occur:

i) if the applicant ~~had~~ previously worked in the posted department, he/she ~~will~~ be recognized **with any seniority** he/she ~~had~~ accumulated during the period of time he/she worked in the posted department;

ii) only after ~~the~~ employee **successfully completes** the trial period will the aggregate seniority the employee ~~earned~~ be credited to the **departmental** seniority in the new department.

8.04 (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 notify the Board within four **(4)** weeks from the commencement of the assignment which department **he/she** wishes to have **his/her** seniority accrue. The decision of the employee will be final unless the equal distribution of work changes.

(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.

- 8.06
- 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 twenty-four **(24)** 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 in the department with the **same** number of hours for which he/she **has** the **skill**, ability, and qualifications to perform the work. In the event the employee **so** laid **off** does not possess the necessary **skill**, ability **and** **qualifications** to **perform the** work **as** required above, the employee **shall** have the right to bump into the position of the least senior employee in the department with lesser hours of **work** for which he/she has the **skills**, 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.

8.08 - continued

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 Ontario Municipal Employees Registered System (O.M.E.R.S.) Pension Plan or the Teacher's Pension Plan (T.P.P.).
- 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.

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 leave 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

9.01 (a) continued

(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 which is less than twelve **(12)** months in duration.

(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 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. **In** the event electronic **mail (E-mail)** becomes available at **all** posting locations, the parties agree to discuss the feasibility of reducing the number of posting days. The selected applicant **will** be selected in the manner provided in Article 8.04 provided that the applicant possesses the **required** standard of competence in the language or **languages** of the school or workplace. If there is no applicant or **no** successful applicant, the Employer shall **give** priority **to** applicants **from** CUPE 1358.2 Bargaining Unit prior to going 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.

- 9.03 (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 casual employees, but **after** 65 working days within a six **(6)** 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 (2)** 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 (1) school year.
- 9.08 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 ! § 9

- 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.

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(s).
- (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.

- 11.01 (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 **an** employee in accordance with Article 8.08, provided, however, that such employee shall be given a trial period of up to twenty **(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

12.02 - continued

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 their 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.

- 12.04 (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 (2) 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 (2) 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 **wed** 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.

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 days shall not exceed seven (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 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. A deviation from the above hours of work may occur provided such deviation is by mutual agreement in ~~writing~~ by the parties.
- iii) In the Central Office and sub-offices the hours shall be between 8:00 a.m. and 4:00 p.m. with 1/2 hour for lunch.

(b) For the Computer Services group:

The regular hours of work shall be between 7:00 a.m. and 5:00 p.m. consisting of thirty-five (35) hours made up of five (5) days from Monday through Friday each week.

(c) For the Educational Support group:

The regular work week for full-time employees shall consist of 35 hours made up 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.

15.02 (a) (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 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.

(c) For the Computer Services group:

Authorized time worked by a full-time or part-time employee in excess of seven (7) hours per day in excess of thirty-five (35) hours per week will be overtime as provided hereunder. For all hours in a week in excess of thirty-five (35) hours, the Board will provide lieu time at time and one-half. Accumulated lieu time shall not exceed fourteen (14) hours at any given time. Should an employee be required to work overtime in excess of his/her maximum bank of fourteen (14) hours, he/she will be paid at time and one-half. Taking of lieu time shall be at the request of the employee and shall be approved by the appropriate Supervisor in advance.

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 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 (3) hours at regular rates whichever is the greater of the two (2).

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 seven (7) days during the school year. Any days exceeding the seven (7) 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 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 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 OCC ████████████████████

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.

16.02 When an employee is assigned on a temporary basis for more than one (1) 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 (2) classifications, he/she shall be paid the higher of the two (2) for the entire period of the temporary assignment.

ARTICLE 17 - PAID HOLIDAYS

17.01 (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 Letter of Understanding)	
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 on 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.

- 18.01 (a) 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 in the final pay period of the school 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;

18.01 (b) 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 **(2)** months **immediately** following **that year** and shall not be carried forward beyond said period except **that**:

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

ii) 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;

- 18.01 (c) iii) 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** (1) 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 (2)** months immediately following said year.

18.02 **For** the Educational Support group:

Employees shall be paid their **annual** vacation entitlement calculated on the basis of 6% of **earnings** in the **twelve (12)** months immediately preceding July 1st, however, for the 1995-1996 vacation entitlement, the payment normally expected in the first pay period in ~~December~~ 1996, shall be deferred until the **final** pay period of the 1996-1997 school year. ~~With~~ the exception of statutory holidays, ~~non-school~~ days during the **Christmas** Holiday Season and the Winter Break will be deducted (where entitled) as vacation **days**. ~~Thereafter~~ the balance of entitlement for vacation ~~will~~ be **adjusted** in the **final** pay period of the school year.

18.03 For the Computer Services **group**:

Employees after one (1) year of service, shall be entitled to **twenty-five (25)** days vacation with pay. Part-time employees shall be entitled to a **prorated** portion of the above. Employees ~~with less than one~~ **year** of service **shall** receive vacation with pay on a prorated basis **on** days worked during the year ending June 30.

In addition to the above, employees shall be entitled to vacation with pay for the time period during the Christmas Holidays.

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 **(12)** month employees will be **allowed** twenty **(20)** days sick leave with pay **and** then (10) 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 (1) year to another to a maximum of 200 days.

ii) ~~For~~ the **Computer Service** group:

Employees **will** be allowed **an** accumulative 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 (1) **year** to another **to a maximum** of **two hundred and forty (240)** 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 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 and Accidental Death and Dismemberment
- Semi-Private
- Prescription **Drug**
- Vision Care
- Dental Plan
- Long Term Disability
- O.M.E.R.S. or T.P.P. 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.

20.01 PREMIUM PAYMENT

- (a) The **Board** agrees to pay the premiums at the **current year minus** one, for employees and their eligible dependents for the following coverages:
- Group Life Insurance and Accidental Death and Dismemberment
 - Prescription **Drug**
 - Vision Care
 - Dental **Plan**
 - **Long Term Disability**

Subject to carrier approval, 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 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.

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

The **Board will** provide eligible employees **an** amount of \$30,000 of **Life** Insurance and Accidental Death and Dismemberment Insurance. Premium payment will be in accordance with Article 20.01 of the agreement.

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**. **This** Prescription **Drug** Plan will apply only to prescription **drugs** and not to prescribed **drugs** which can be obtained without a prescription. 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 **\$125.00** maximum per subscriber and eligible dependents during any continuous **24** month period.

(b) For the Educational Support group:

Vision Care Plan of **\$125.00** per subscriber and eligible dependents every 24 months, with no prescription change.

(c) For the **Computer** Service group:

Vision Care Plan of **\$150.00** 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 **Long Term Disability** Plan is available for employees working **twenty (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 of 85% of earnings with accumulated sick leave

A maximum monthly benefit of \$3,000.00.

20.08 EXTENDED HEALTH CARE BENEFITS

For the Computer Services group:

The **Board** will pay **100%** of the premium for **Extended Health Care** benefits to members and eligible dependents including **Out of Canada** expenses as currently provided by **Manu-Assist**.

20.09 **PENSION PLANS**

(a) **Ontario Municipal Employees Registered System (O.M.E.R.S.) 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 O.M.E.R.S. 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 O.M.E.R.S.

(b) **Teachers' Pension Plan:**

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

20.10 **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**

The Employer **agrees** to pay 100% of the premiums **at** the base rate **as** set out in Article **20.01**, **unless** otherwise provided in this agreement, for the group insurance plans for employees laid **off** for a period of less than **three** (3) months or lay-off during school vacation periods. 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,

20.10 (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.

20.11 NOTIFICATION

The Employer *shall* keep the Union **informed** of the specifics of benefits coverage being provided. Notification of ~~changes~~ of coverage *shall* be **sent** to the Union within ten (10) calendar days, or as **soon as** possible after the change occurs.

20.12 DISPUTES

All of the Insurances mentioned in this agreement shall be **as** more **particular** 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 fa) **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

21.04 (a) continued

leave may be renewed for one (1) 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** Business 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 at any work location, at one time. Such **leave shall not** exceed a total of forty **(40)** working days in any one (1) calendar year to be shared by Local 1358.1 and Local 1358.2 at the discretion of the **Local** Union.

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 |

- 21.08 (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.
- (f) 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.

21.09 (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 four (4) weeks notice of the new date of return.

- i) The employee is **required** to provide two (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 employee's 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 two (2) weeks Written notice prior to commencement of parental leave.

21.09 (a) **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.

(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 additional parental 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.

21.09 (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 **s i** (6) months to be at home **with the** child, the Board **shall** pay the premiums, **as** set out in Article 20.01 of the Collective Agreement, for the duration of such leave.

21.09 (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.

21.10 **Compassionate Leave**

Compassionate leave, without loss of pay or deduction **from** sick leave credit may be granted **by** the Employer 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**.

21.11 **An** employee who intends to return to work following **an** absence in excess of thirty (30) calendar days, shall, **when** possible, provide ten (10) days **written** notice to the Employer indicating their intentions.

ARTICLE 22 - COMPENSATION CASES

22.01 For the Clerical 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 deposit 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 (a) Each work site **shall** be properly equipped in order that the employees may do their job efficiently **and** safely.

(b) Smocks, which will remain the property of the **Board**, will be provided at each school.

(c) Disposable gloves and masks **as** recommended by the Health Unit **shall** be provided **in** each work site.

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 **(1)** school will be paid mileage at a rate as **set** by Board policy for travelling between schools or between schools and **Central Office**.

24.03 For Computer Service group:

The **Board** agree³ to pay employees required to transport materials and/or equipment using their **own** vehicle, **an** additional premium **of** 10% of **the** mileage rate over **and** above the **mileage** rates referred to in Article 24.02 above.

ARTICLE 25 - DEFERRED SALARY LEAVE (4 OVER 5 PLAN)

25.01 DESCRIPTION:

The plan affords an employee the opportunity of taking a one (1) **year** leave of absence and, through deferral of **salary**, finance the leave (as in the teachers agreements).

25.02 QUALIFICATION:

Any employee having **three** (3) year's 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 (1) 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 sixty (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

25.04 (b) ii) • continued

exceeding one (1) 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-rated 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/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 amountor
 - iii) As per Article 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

25.04 (f) continued -

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).

- 25.05 (d) 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 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.
- 26.07 Each employee shall have access to his/her personnel file upon twenty-four (24) hours prior notice to the Administrator of Human Resources.

26.08 Employees are responsible for advising the Employer in writing of any change of address. The Employer shall copy such notification to the Union unless the employee requests such information be withheld.

ARTICLE 27 - TERM OF AGREEMENT

* 27.01 This agreement shall commence on the 1st day of April 1996 and end on the 31st day of March, 1998 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 herein, 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 28 day of February 1997, A.D.

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

**CANADIAN UNION OF PUBLIC
EMPLOYEES**

Jim Puleo

Denise Bondy

Joseph C. Leguin

Margaret Barton

Naha Dand

J. D. Howard

Christine Klenz

Marga Wheeler

Karen Linn

SCHEDULE 'A'
TO THE AGREEMENT BETWEEN
THE ESSEX COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 1358.1
SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS
AND RATES OF PAY

FOR THE CLERICAL GROUP:

Years of **Rate per hour of work**
Experience **Nov 1/94** **April 1/96**

SCHOOLS:

ELEMENTARY DEPARTMENT:

Secretaries	0	\$15.26	\$15.57
	1	\$15.60	\$15.91
	2	\$16.28	\$16.61

<u>COND</u>	<u>ART</u>	<u>I</u>		
(1 - Secretaries			
	- Attendance	0	\$15.26	\$15.57
	- Guidance	1	\$15.60	\$15.91
	- Library	2	\$16.28	\$16.61
	- Secretaries/Clerks			

Category 2 - Head Secretaries	0	\$17.70	\$18.05
	1	\$18.43	\$18.80
	2	\$19.45	\$19.84

	Years of Experience	Rate per hour of work	
		Nov 1/94	April 1/96
<u>CENTRAL OFFICE DEPARTMENT:</u>			
Category 1 - Receptionists	0	\$12.69	\$12.94
	1	\$13.29	\$13.56
	2	\$13.78	\$14.06
Category 2 - Junior Clerks	0	\$14.58	\$14.87
	1	\$15.18	\$15.48
	2	\$15.67	\$15.98
Category 3 - Central Office Secretaries:			
- Catholic Education Centre	0	\$14.65	\$14.94
- Centre Pédagogique	1	\$14.99	\$15.29
- Learning Materials Resource Centre	2	\$15.67	\$15.98
- Computer Centre			
Category 4 - Intermediate Clerks			
- Accounts Payable	0	\$14.44	\$14.73
- Purchasing	1	\$14.91	\$15.21
- Transportation	2	\$15.67	\$15.98
- Secretary Steno			
Category 5 - Intermediate Clerks			
- Payroll	0	\$15.04	\$15.34
- Help Desk Clerk - I.S.C.	1	\$15.52	\$15.83
	2	\$16.28	\$16.61
Category 6 - Senior Clerks			
- Accounts Payable	0	\$14.65	\$14.94
- General Accounting	1	\$15.33	\$15.64
- Purchasing	2	\$16.28	\$16.61
- Transportation			
- Plant			
Category 7 - Head Secretaries			
- Catholic Education Centre	0	\$17.71	\$18.06
- Centre Pédagogique	1	\$18.43	\$18.80
	2	\$19.45	\$19.84

	<u>Years of Experience</u>	<u>Rate per hour of work</u>	
		<u>Nov 1/94</u>	<u>April 1/96</u>
Category 8 - Senior Clerks			
-Payroll	0	\$18.30	\$18.67
	1	\$18.87	\$19.25
	2	\$19.45	\$19.84

SCHEDULE 'A'
TO THE AGREEMENT BETWEEN
THE ESSEX COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 1358.1
SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS
AND RATES OF PAY
FOR THE COMPUTER SERVICES GROUP

	<u>Years of Experience</u>	<u>Effective April 1, 1996</u>
Computer Software Technicians	0	\$33,691
	1	\$35,796
	2	\$37,902
Computer Hardware Technicians	0	\$30,762
	1	\$32,685
	2	\$34,608

Current employees will **remain** on the grid at their present level as at September 1, 1996. Annually thereafter they shall move **sequentially** up the grid September 1, 1997 and September 1, 1998.

The salaries above include the 2% increase retroactive to April 1, 1996.

SCHEDULE 'A'
TO THE AGREEMENT BETWEEN
THE ESSEX COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 1358.1
SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS
AND RATES OF PAY
FOR THE EDUCATIONAL SUPPORT GROUP

	<u>Rate per hour of work</u>	
	<u>Nov 1/94</u>	<u>April 1/96</u>
Library Technicians		
Teacher Assistants	\$16.28	\$16.61
Educational Interpreter Assistants		
Teacher Assistants - JK/SK (FLS)	\$15.67	\$15.98
Pupil Assistants	\$16.28	\$16.61

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.

THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES

Paul R. Buehner
Joseph C. Leguin

Alfred

Denise Bondy
Margaret Barton
Mark David
Christine Knight
Marga Wheeler
Maude Davis

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.

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

**CANADIAN UNION OF PUBLIC
EMPLOYEES**

Russell Rubeau

Joseph E. Seguin

Jeff Menard

Denise Bondy

Margaret Barton

Mahn Davel

Christine Kloeghel

Marga Wheeler

Paula Lane

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 on a seven (7) hour shift between the hours of 7:30 a.m. and 5:00 p.m. on a voluntary basis.

THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES

Brian Busheer

Debbie Bondy

Joseph E. Segura

Margaret Barton

Martha David

J. H. Menard

Christine Klazet

Marga Wheeler

Maude Lorne

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 Article 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.

THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES

Brian Bouchard

Joseph Liguori

J. D. Mervand

Denise Bondy

Margaret Barton

Mathew Davel

Christine Klempf

Marga Wheeler

Frank Derr

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.

THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES

Brian Bouchard

Joseph E. Séguin

J. H. Menard

Denise Bondy

Margaret Barton

Martha David

Christine Kluge

Marga Miller

Nancy Lorne

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