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**AGREEMENT**

between

**THE PETERBOROUGH COUNTY BOARD OF EDUCATION**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4200**

**EFFECTIVE FROM**

**April 1, 1996**

to

**December 31, 1997**



**LOCAL 4200**

27 1997

10540(01)

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# COLLECTIVE AGREEMENT

between

**THE PETERBOROUGH COUNTY BOARD OF EDUCATION**  
(hereinafter called "the Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL No. 4200**  
(hereinafter called "the Union")

## ARTICLE 1 - PURPOSE

- 1.01 It is the general purpose of this agreement to establish and maintain collective **bargaining** relations between the Employer and its employees; to provide means for the prompt and equitable disposition of grievances, and to establish and maintain **mutually** satisfactory working conditions, hours of **work** and wages for all employees who **are** subject to the provisions of this agreement.

## ARTICLE 2 - RECOGNITION

- 2.01 The Employer **and** the Union **agree** that **the** employees in the **bargaining unit** described in Clause 2.02 will be divided into two (2) separate and distinct Jurisdictional Groups **as** follows:
- (a) Jurisdictional Group A shall **mean** **all** **Caretaking** and Maintenance employees, Courier and Truck Drivers and Tractor Operators;
  - (b) Jurisdictional Group B shall mean all Office, Clerical, Technical employees, Educational Assistants and **Child** and Youth Workers.
- 2.02 The Employer recognizes the Canadian Union of Public Employees as the **sole** and exclusive bargaining agent for all Caretaking and Maintenance employees, Courier **and** Truck Drivers, Tractor Operators, Office, Clerical, and Technical employees, Education Assistants, and Child and **Youth** Workers employed **by** the Employer save and except Supervisors, persons above the **rank** of Supervisor, In-School Administrators, Communications Officer, Planner, Co-ordinator of Benefits, Administrator, Academic Staff Records, Administrator, Support Staff Records, Assistant **to** Supervisor of Personnel Administration, one secretary each to the

Director of **Education**, Superintendent of Business, Superintendent of Human **Resources** and Manager, **Employee** Relations, students employed **during** school vacation period, and employees **in bargaining units** for which a Trade **Union** or Teachers' Federation **holds** bargaining rights.

2.03 **Unless expressly** stated to the contrary, **each** of the provisions of this Collective Agreement shall apply to **each** Jurisdictional Group described **in** Clause 2.01.

2.04 (1) **Casual employees are defined as:**

(a) **employees hired for specific term which is to cover** the absence of a regular employee; or

(b) employees **hired** to provide temporary assistance **above** the normal complement or to **work** on **special** projects for **periods** not to exceed **six (6) months**, unless otherwise agreed by the Union.

(2) **Casual employees shall not be hired** to circumvent job posting or the recall of a regular employee who is on lay-off, **nor** will **any casual employees** be **hired while regular employees who have the skills and** knowledge to perform the available **work are on lay-off**.

(3) **Casual employees shall be paid the lowest rate of pay for the job to which they are assigned,**

(4) Casual employees employed **under this Article for more than one thousand (1,000) hours (accumulation) shall be entitled to the full benefits of Article 23 Sick Leave Provisions** and Article 21 **Pension Plan** and shall be placed on a separate Casual **Seniority List with seniority accumulated based on the principles outlined in Clause 2.04 (8).**

**Loss of casual seniority shall be as per Clause 7.05. Students who return to school shall be deemed to have quit for the purpose of this Article.**

(5) Casual employees employed for more than **one thousand (1,000) hours (accumulation) shall be entitled to the benefits of Article 20 Group Benefit Plans with 50% of the premium for each employee paid by the Employer. Life Insurance coverage will be a fixed mount of \$10,000.**

(6) **Casual employees, employed more than one thousand (1,000) hours (accumulation) shall be laid off and recalled based on the same principles outlined in Article 8 Seniority: Lay-Off and Recall and shall be entitled to provisions of Clause 9.02 based on their casual seniority, following (after) the application of Clause 9.02 for regular employees.**

- (7) Casual employees successful in the job posting process shall have their **full** casual seniority acquired after March 31, 1991 credited to them as regular **seniority**.
- (8) All Casual employees shall have as of January 1, 1997 their seniority calculated up to December **31, 1996** and expressed as a "date of hire" based on the method of calculating seniority contained in the August 1, 1993 to March **31, 1996** collective agreement that applied to their Jurisdictional Group.
- (9) In establishing a "date of hire" for seniority purposes, consideration will be given to the normal hours worked per day and the normal number ~~of~~ days worked per year for the position the Casual employee occupied ~~as~~ of December 31, 1996 or was last employed in prior to December **31, 1996**.

Starting January 1, 1997 a **Casual** employee who worked less than one thousand (1,000) hours in the previous year shall receive credit for one half year of seniority and a Casual employee who worked one thousand (1,000) hours or more in the previous year shall receive credit for one **full** year of **seniority**.

**Service** for the purpose of vacation shall ~~be from~~ the "date of hire" established in Clause 2.04.

- (10) Casual employees shall be paid four per cent (**4%**) of their **gross earnings** in lieu of vacation entitlement.
- (11) **Casual** employees shall be paid holiday pay if they qualify for a paid holiday pursuant to the provisions of The Employment Standards Act.
- (12) The Employer shall **notify** the **Union**, in writing, of the **names** and terms of employment of all casual employees.
- (13) The Employer will endeavour to limit the number of **casual** employees who work less than fifteen (15) hours per week by **combining**, wherever reasonably possible, positions in the same or different **locations** so that positions will be fifteen (15) or more hours per week.

## 2.05

The following clause will only apply during the term of **this** collective agreement April 1, 1996, to December **31, 1997**, and ~~will~~ cease to **be** included in the collective agreement after that period.

In the event that the Peterborough County Board of Education is **amalgamated** with **any other Board(s)** of Education, the Peterborough County Board of Education will

make every reasonable effort to secure continued employment for members of the bargaining unit who were in its employ at the time of amalgamation on terms and conditions of employment which are as similar as possible to those existing prior to amalgamation.

### ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that except as expressly modified by any other article of this collective agreement, it is the exclusive right and function of the Employer to:

- (a) Maintain order, discipline, and efficiency, and to make, alter, and enforce rules and regulations to be observed by employees;
- (b) Hire, retire, classify, direct, transfer, promote, demote, assign employees to shifts, layoff, discipline, suspend or discharge employees, provided that a claim of discriminatory retirement, demotion, discipline, or suspension, or a claim that an employee has been discharged without just cause, may be the subject of a grievance and be dealt with as herein provided;
- (c) Generally manage the services and operations in which the Employer is engaged and, without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number and locations of establishments, to determine the work to be performed and the scheduling of such work, to determine the kinds and locations of machines, tools and equipment to be used and the methods and work procedures to be followed within the safety standards set by the federal and provincial governments and/or the local municipal by-laws.

### ARTICLE 4 - RELATIONSHIP

4.01 The Employer and the Union agree that they will comply with the Ontario Human Rights Code in the administration of this agreement. There will be no discrimination, interference, restraint or coercion exercised or practised by the Employer or the Union or by any of its representatives against any employee because of his/her membership or nonmembership in the Union, and the Union further agrees that there will be no Union activity or meetings on the premises of the Employer except with the Employer's express permission or as otherwise provided herein.

**ARTICLE 5 - UNION SECURITY**

- 5.01 Employees will be required to permit the deduction from each pay, of an amount equivalent to the regular dues of the **Union** calculated as a percent of **gross** pay, as determined by the Union. New employees will commence payment of union dues following completion of the first month of continuous employment. Casual employees will have union dues deducted from the first pay following completion of the first month of employment provided they have worked at least **six** (6) hours during that period.
- 5.02 **Deductions** shall be made and remitted by the Employer to the Treasurer of the Union not later than the **fifteenth** (15<sup>th</sup>) day of the month following the month when such deduction is made. Such deductions **so** remitted shall be accompanied by a list of those employees from whom the deductions have been made.
- 5.03 The **Union** agrees to save the Employer harmless from all deductions made from an employee's pay as provided herein. It is understood that an employee may exercise or **refrain** from exercising his/her right to become a member of the Union.
- 5.04 The Employer **shall** not be required to discharge an employee who has been expelled or suspended from membership in the Union except as provided for in the Labour Relations Act of Ontario.
- 5.05 The Employer will acquaint new employees with the fact that a union collective **agreement is** in effect, and with the conditions of employment set out in the Articles dealing with **Union Security and Dues** Check-off. The Employer will provide each new employee with a copy of the current collective agreement.

**ARTICLE 6 - NO STRIKES OR LOCKOUTS**

- 6.01 The Employer agrees that it will not cause or direct any lock-outs of its employees during the **term** of this agreement, and the Union **agrees** that there will **be** no strikes or other collective actions which will stop or interfere with the operations of the Employer during the term of this **agreement**.

**ARTICLE 7 - SENIORITY**

- 7.01 (a) **Seniority shall** be defined as the **length of service** with the Employer computed from last date of **permanent** hire within their Jurisdictional Group. Seniority rights **acquired** under this Collective Agreement **shall** only operate within the Jurisdictional **Group** in which an employee is employed by the Employer.



- (b) **There shall be one (1) seniority list of each Jurisdictional Group. Effective January 1, 1997 regular employees shall accrue seniority on the basis of length of service with the Employer.**
- (c) **All regular employees shall have, as of January 1, 1997, their seniority calculated up to December 31, 1996 and expressed in years and months. In Jurisdictional Group B hours will be converted into months based on one hundred and forty (140) hours equals one (1) month rounded to the nearest month.**
- (d) **Approved absences for any of the following reasons shall not interrupt continuity of seniority:**
  - (i) **absence for which the employee continues to receive pay under provisions of this collective agreement.**
  - (ii) **unpaid leaves for the following:**

- **school breaks including July and August**
- **special leaves as provided in this collective agreement**
- **suspensions**
- **approved leave of less than one month**
- **pregnancy/parental leaves**

7.02

**Seniority lists for each Jurisdictional Group will be compiled in January of each year covering all employees coming within the scope of the Jurisdictional Group. The list shall include the name of the employee, occupational classification, hours per week, location, last date of hire and seniority.**

**Seniority lists shall be posted in all schools and the Education Centre and three (3) copies of each list given to the Union.**

**Any dispute regarding placement on the seniority list should be brought to the attention of the Administrator, Support Staff Records.**

7.03

**A new employee will be on probation and will not acquire seniority until the employee has completed a normal probationary period of sixty (60) working days of continuous employment. An employee who successfully completes the probationary period shall have their name placed on the seniority list and they shall be credited with seniority as provided in Clause 7.01.**

7.04 During the probationary period, the employee shall enjoy all the rights and privileges under this Collective Agreement except that the termination of a probationary employee for just cause shall have **a** lower standard than ~~for an~~ employee who has successfully completed the probationary period.

7.05 Seniority previously accumulated shall be lost and **an** employee will be deemed to have been terminated if:

- (a) The employee quits or resigns from the employ of the Employer.
- (b) The employee is discharged and is not subsequently reinstated.
- (c) The employee is absent without permission, or overstays a permitted leave of absence, and fails in **all** other cases to furnish to the Employer an acceptable reason for such absence, or if the employee uses a permitted leave of absence for reasons other than the reasons for which it was granted.
- (d) The employee has been laid **off** continuously for a period in excess of eighteen **(18)** consecutive months with one (1) **year** or **more** of the seniority standing.
- (e) The employee is recalled to work following a lay-off and **fails** to advise the Employer within seven **(7)** days of the notice that the employee intends to return to work, or fails within the period of time to provide a reason acceptable to the Employer for not returning.
- (f) The employee is recalled to work following a lay-off and fails to return to work within **one** (1) **week** after the employee has been notified to do **so** by the Employer by registered mail sent to their latest address on record with the Employer.

7.06 **All** employees shall **keep** the ~~Human~~ Resources Department **informed** of their current address and telephone number.

7.07 (a) No employee shall be transferred to a position outside **the** bargaining unit without the employee's consent. If **an** employee is transferred or applies to a position outside the bargaining unit, the employee shall retain their seniority acquired at date of leaving the bargaining unit, but shall not accumulate any further **seniority**. Employees **who** accept positions outside the bargaining unit **shall** be allowed to return to the bargaining unit under the conditions set out in Job Posting Article 9.

(b) **An** employee returning to the bargaining unit will be credited with **seniority** accumulated up to the date of leaving the bargaining unit.

- (c) Following the two **month** trial period **employees** are not eligible to apply for **union** postings unless no other union **member** applies. **As soon as an** employee **is successful** in obtaining a position in the bargaining unit, their previous **bargaining** unit seniority will be re-instated.
- (d) Permission **may** be given by the **union** to allow a union **person to fill in** for a non-aligned person who may be **away** during sickness or **some** other emergency for a period of **up to six (6) months**. No seniority will **be** gained **during** this period.

7.08

Except **as** provided by **the** provisions of the Collective **Agreement**, employees shall not **be** permitted to transfer from one Jurisdictional **Group** to another Jurisdictional **Group**. If an employee transfers to a position **outside** his/her Jurisdictional **Group**, **such** employee **shall** retain their **seniority** acquired at date of leaving the Jurisdictional Group but **shall not** accumulate any further **seniority**.

**Seniority in the employees' new Jurisdictional Group** shall begin from the date of **commencement** of work in the new Jurisdictional Group with **seniority** achieved in the **former** Jurisdictional Group **having** no application in the new **Jurisdictional** Group.

An Employee **who returns** to his/her former Jurisdictional **Group** **shall be given** credit upon return for seniority **equal** to **his/her retained** seniority **acquired at the date of** leaving the **former** Jurisdictional Group.

## ARTICLE 8 - SENIORITY.:LAY-OFF AND RECALL

8.01 A lay-off shall be defined **as a reduction in the work** force or a reduction **in** the normal **hours of work** for any employee covered by the **terms** of this agreement.

8.02 **Notwithstanding the** above, employees who occupy **an** office, clerical or technical position **shall be required** to bump **an** employee with **less seniority who** occupies an **office, clerical or technical** position **for** which they **are qualified and able to perform** the work, provided the position is within forty **(40)** kilometres of his/her present job site. **Should there not be** such a position **the** employee with the **right** to bump **may bump** an employee with less seniority who occupies an education assistant or child and youth worker **position for which they are** qualified and able to perform the **work.**

and

**Employees who** occupy **an** education assistant or child and youth worker position **shall be required** to bump an employee with less **seniority** who occupies an **education assistant or child and youth worker** position for which they are **qualified and able to** perform the **work,** provided the position is **within forty (40) kilometres of his/her**

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present job site. Should there not be such a position on the employee with the right to bump may bump an employee with less seniority who occupies an office, clerical or technical position for which they are qualified and able to perform the work.

- 8.03 In the event of a lay-off in Jurisdictional Group A employees shall be laid off in reverse order of their seniority in their jurisdictional group. An employee about to be laid off may displace any employee with less seniority, provided that the employee exercising the right is qualified to perform the work of the employee with less seniority, and provided further that such employee can perform said work without a training period to the satisfaction of the Employer.
- 8.04 New employees shall not be hired until those laid off have been given the opportunity of recall provided that those being recalled are qualified and able to perform the duties of the positions available. Grievances concerning lay-offs due to a reduction in the working force, shall be initiated in Step 2 of the Grievance procedure.
- 8.05 It is understood and agreed that the summer, winter, and Christmas vacations or break periods for employees whose work requirements constituting a school year (i.e. September to June) do not constitute a "reduction in working force" or a "lay-off" within the meaning of this Article.
- 8.06 In Jurisdictional Group A the Employer shall have the right to layoff employees without regard to seniority standing in the event of a layoff of not more than two (2) working days duration at any one time, provided however, that no one employee shall be laid off as a result of such temporary layoffs for more than eight (8) working days in any one calendar year. No employee will be laid off under this clause for disciplinary reasons.
- 8.08 An Employee who subsequently is transferred out of and later returns to the bargaining unit, shall be given credit upon his/her return to the bargaining unit for seniority equal to his/her work service performed within the bargaining unit.

## ARTICLE 9 - JOB POSTING

- 9.01 Job vacancies resulting from terminations, retirements, new positions, except for temporary replacements, regardless of the number of hours per week, will be posted in each location where members of this bargaining unit are working. A copy of each posting will be forwarded to the Union at time of posting. Postings shall be posted for a minimum of five (5) working days in order that all employees shall know of the position and be able to make written application for the position. The employee must ensure that their application is received by the Human Resources Department by 4:00 p.m. on the posting closing date. Such application may be delivered in person, by mail, or by Facsimile.

9.02 The senior **applicant in** the Jurisdictional Group **in** which the **vacancy** arises who **meets** the requirements of the posting shall be appointed to the job. If no applicant in the Jurisdictional **Group** in which the vacancy arises is appointed, the senior applicant **from** the other Jurisdictional Group who meets the requirements of the posting shall **be** appointed to **the job**.

9.03 **When** a position of **less than** twenty-four **(24)** hours per week **becomes** one of twenty-four **(24)** hours per week or **more**, the job shall **be** posted.

9.04 **Any employee** who **works** a total of twenty-four **(24)** hours or more per week, whether in **one** position or a combination of positions, shall be entitled to applicable benefits providing such employee is probationary or **has** seniority standing. It is understood, however, **that** combined positions do not constitute a single position for the purpose of the job posting as outlined in Clause 9.01.

9.05 If **an** employee receiving benefits **(24)** hours per week or over) has a reduction of **hours** and **remains** in that job, such employee will remain **in** that position if **hours are** again **increased** and the job will not be posted.

9.06 Notwithstanding all other provisions of this **Article**, all **vacancies** occurring in **Jurisdictional** Group B (**Educational Assistants and Child and Youth Workers**) **during** the period September to ~~December~~ **31** shall be filled **on a** temporary basis **and** posted in December of each **year as per** the posting process.

and;

All **vacancies** occurring in Jurisdictional Group B (**Educational Assistants and Child and Youth Workers**) **during** the period **January 1 to June 30** shall be filled **on a** temporary basis and posted in accordance with the posting process prior to the commencement of the school **year**.

9.07 **No employee** with seniority shall lose their **job** or have **their** hours reduced as a result of contracting out of **any** work or service presently assigned **to** the **bargaining unit**.

9.08 Notice of new jobs or vacancies shall contain the following information:

- (a) the nature of **the** position
- (b) location of the job
- (c) qualifications
- (d) **required knowledge** and education
- (e) skills
- (f) hours of **work**
- (g) wage or **salary rate** and range
- (h) commencement date where possible.

The qualifications, required knowledge, education and skills, shall reasonably relate to the position being posted.

- 9.09 If no applications are received by 10 **a.m.** of the fourth (4th) working day following the posting date, the Employer may start interviews from outside labour sources.
- 9.10 The Union shall be notified within ten (10) working days after a posting has closed of either the successful applicant, or shall be given an explanation of **why** the position has not been filled to date.
- 9.11 The Employer reserves the right to hire outside help provided, in its opinion, the employees who have applied are not capable of performing the work required. If, in the opinion of the **Union**, the Employer has not given consideration **to** all the relevant facts, the matter may be subject to grievance procedure at Step No. 2.
- 9.12 The Employer shall advise the unsuccessful applicants in Writing within ten (10) days after **the** position is filled. The right of the employee to grieve shall follow that date on which they are so advised.
- 9.13 A successful applicant who is changing job titles shall be given **a two (2) month trial** period. Conditional on satisfactory service, the employee shall be declared regular after two **(2)** complete months of work in the new position.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee **shall** be returned, or **may** voluntarily return, to the former position, wage or **salary** rate and without loss of **seniority**.

**Any** other employees promoted or transferred because of the rearrangement of positions **shall also** be returned to the former position, wage and **salary** rate, without loss of seniority, provided the position still exists.

- 9.14 Employees are limited to one **(1) move** in a **six (6)** month period under this Article unless it involves a promotion or **an** increase in the number of hours of **work** per **year** except as provided in Clause 9.06.
- 9.15 In Jurisdictional Group **A**, the job of **an** employee with **seniority** standing may be posted if the employee has **been absent** due to illness or **injury** for **a** period that exceeds 150 continuous **working** days or when the employee's cumulative sick leave expires, and if in the opinion of the Superintendent of Human Resources it appears that the employee **will** continue to be absent for **a further** considerable period of time. When the employee notifies the Employer of his/her desire to return **to** work, the employee **shall** be offered **an** available vacancy for which the employee is reasonably qualified.

9.16 When an employee is transferred from one working location to another that is sixteen (16) or more kilometres away, such transfer will not be made without the consent of the employee concerned. This provision does not apply in the case of a temporary transfer of less than one month other than the case of a roving caretaker or a maintenance employee.

9.17 No positions in the bargaining unit will be filled by more than one person, i.e. no job sharing.

9.18 In the event of any new or reorganized jobs in the bargaining unit a job evaluation will be done at the next meeting of the Joint Job Evaluation Committee.

#### ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this collective agreement.

10.02 An employee having a grievance as defined above shall discuss the matter with the employee's immediate Supervisor within eleven (11) working days of the time the employee was made aware of an alleged infraction or omission.

10.03 If the employee and the employee's immediate Supervisor are unable to settle the grievance, such employee will, within four (4) days, submit such grievance in writing, identifying the clause or clauses in the Collective Agreement alleged to have been violated and the remedy sought, sign it and with the employee's Steward will take it up with;

(i) If in Jurisdictional Group A, the Property Manager.

(ii) If in Jurisdictional Group B, the Manager, Employee Relations.

A meeting will be arranged within six (6) days in an endeavour to settle the dispute. The Property Manager or Manager, Employee Relations shall reply in writing within six (6) working days of the meeting.

10.04 If the reply of the Property Manager or Manager, Employee Relations is not satisfactory to the employee, the grievance may be referred to the Superintendent of Human Resources within six (6) working days of receiving the reply from the Property Manager or Manager, Employee Relations.

10.05 Within six (6) working days after the grievance has been referred, the Superintendent of Human Resources will meet with the Grievance Committee of the Union. A full-time representative of the Canadian Union of Public Employees will be present at this

meeting if the representative's presence is requested by either party. The Superintendent of Human Resources will give a written reply to the grievance within **six (6)** working days after the discussions have been concluded.

10.06 If the reply of the Superintendent of Human Resources is not satisfactory to the employee concerned, the Union may within **six (6)** working days, refer the **grievance** to a sole Arbitrator. A grievance involving the dismissal of an employee may be referred to a Board of Arbitration rather than a sole Arbitrator if either of the parties so choose.

10.07 No grievance shall be presented to any later stage of the grievance procedure, or to an Arbitrator where the **alleged** circumstances of the grievance originated or occurred more than eleven (11) working days prior to its original presentation to the Supervisor, Article 10.02. **The** Employer shall not be required in any event to **make** any adjustment back to a date that is earlier than **six (6)** working days prior to the original presentation **to** the Supervisor, Article 10.02.

10.08 A **grievance** of the Employer or a **policy grievance** of the **Union** which could **not** have been made the grievance of **an** individual employee shall be submitted in writing by the party lodging the grievance to the other party, and the discussion of such grievance shall be originated at Clause 10.05. The Superintendent of **Human** Resources or the President of the **Union** shall give written reply to the **grieving** party within **six (6)** working **days** after the discussions have **been** concluded. If the reply is **not** satisfactory to the **grieving** party, **they** may within **six (6) working days** refer the **grievance to** a sole Arbitrator.

10.09 A time allowance in the grievance procedure **may** be extended **by** mutual agreement and also by mutual agreement, **any** steps of the grievance procedure may be **by-**passed.

10.10 The term "working days" shall exclude Saturday, Sunday and Statutory Holidays.

## **ARTICLE 11 - ARBITRATION PROCEDURE**

11.01 The sole Arbitrator shall be selected from a panel of five **(5)** Arbitrators, to be agreed to by **the** parties **as** follows:

- (a) the panel of Arbitrators shall be listed in alphabetical order;
- (b) the Arbitrator's name next appearing **after** the last Arbitrator to render a decision **will** be contacted to hear the matter;



- (c) the Arbitrator contacted **must** be able to convene a hearing within thirty (30) working days of the date the Arbitrator is contacted or as may be agreed by the parties and;
- (d) if the Arbitrator so contacted is unable to convene the hearing within thirty (30) working days, or as may be agreed upon by the parties, then the remaining Arbitrators will be called in alphabetical order until one is found who can convene the hearing within thirty (30) working days or as agreed by the parties, of being contacted.
- (e) the sole panel of Arbitrators shall be:

Anne Barrett	Gordon Simmons
Ian Hunter	Kenneth Swan
Pamela Picher	

11.02 **Should in the Case of a dismissal grievance the Union select a Board of Arbitration they shall so notify the Employer as per Article 10.06. Should in the case of a dismissal grievance, the Employer select a Board of Arbitration they shall notify the Union in writing within six (6) days of receipt of notice for arbitration under Article 10.06. Such notice shall contain the name of the appointee to a Board of Arbitration named by the party invoking arbitration by an Arbitration Board.**

The recipient of this notice shall within eleven (11) working days advise the other party of the name of its appointee to the Board of Arbitration,

The two appointees so selected shall within eleven (11) working days of the appointment of the second of them endeavour to appoint a third person who shall be the chairperson. If the two appointees fail to agree upon a chairperson, or if the party receiving notice fails to name an appointee, the Minister of Labour of the Province of Ontario, upon the request of either party, shall make the necessary selection of an impartial chairperson, or appointment. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board and such decision shall be final and binding upon the parties and upon any employees affected by it.

11.03 **After the grievance procedure as set out herein has been exhausted, and before an Arbitrator or Arbitration Board is contacted under this Article, either party may apply to the Office of Arbitration, Ministry of Labour, for the appointment of a Grievance Mediator to assist the parties in resolving their differences. In the event that a Grievance Mediator is requested, a referral to arbitration shall be delayed until after the Grievance Mediator has convened a meeting of the parties.**

- 11.04 The Arbitrator or Arbitration Board ~~shall~~ not have jurisdiction or authority to alter or in any way modify the provision of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision which is inconsistent with the terms and provisions of this collective agreement.
- 11.05 The Employer and the Union will each be responsible to pay one-half of the fees and expenses of the sole Arbitrator.
- 11.06 The Employer and the ~~Union~~ will bear the expenses of its own appointee to a Board of Arbitration and the parties will equally share the fee and expenses of the chairperson.
- 11.07 Grievances which are not processed according to the foregoing procedures and the time limits set forth shall be deemed to have been dropped by the party initiating the grievance.

#### ARTICLE 12 - DISCHARGE AND SUSPENSION

- 12.01 A claim by ~~an~~ employee who has acquired seniority standing and who has been discharged or suspended from the employ, with or without notice, that his/her discharge or suspension ~~was~~ without just ~~cause~~ will be treated as a grievance if his/her ~~written~~ statement is lodged with the employer ~~within three~~ (3) working days of his/her discharge or suspension. Such grievance shall commence at Clause 10.04 of the grievance procedure ~~as~~ herein provided.
- 12.02 Such special grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties or if necessary ~~an~~ arbitrator or board of arbitration.
- 12.03 Adverse Report The Employer shall notify ~~an~~ employee in writing of dissatisfaction concerning an employee's work with a copy to the Superintendent ~~of~~ Human Resources and the President of the Union. This notice shall include particulars of the work performance which led to such 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 ~~an~~ employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

**ARTICLE 13 - HOURS OF WORK**

13.01 The Employer does *not guarantee* to provide ~~work~~ for normal hours or for any other hours.

13.02 (a) Jurisdictional Group A (Caretaking/Maintenance)

- (i) the normal hours of work shall be forty (40) hours per week consisting of eight (8) hours within a ten (10) hour period, Monday to Friday inclusive, and shall be worked in accordance with shift schedules as determined by the Employer.
- (ii) The Employee shall be permitted a fifteen (15) minute rest period both in the first and the second half of a shift.
- (iii) An employee who begins his/her shift at 11:00 a.m. or later shall be paid a shift bonus of fifty-nine (59) cents per hour for all regular hours worked. Shift bonus shall apply to tractor operators on snow removal after midnight.
- (iv) Employees who wish to switch shifts shall be allowed to do so providing there is no additional cost and the supervisor is advised in writing of the change.

(b) Jurisdictional Group B (Office, Clerical and Technical)

- (i) The normal hours of work shall be thirty-five (35) hours per week consisting of five (5), seven (7) hour days Monday through Friday. Except as otherwise agreed between the Employer and the employee starting time shall be 8:00 a.m. and closing time no later than 5:00 p.m.
- (ii) All ten month employees will work the hours and days Monday through Friday inclusive as indicated by a schedule for the school year agreed to by the employee and Supervisor. Employees may be requested to work the week prior to the opening of school in September. Should such be the case, the individual will receive salary and benefits provided by this agreement for the time worked in addition to the work scheduled for the school year.
- (iii) Hours of work shall be decided by the respective Supervisor for all other employees covered by this agreement. Normal hours of work shall not exceed 35 hours for one (1) week.

- (iv) Paid Rest Periods. Employees working ~~six~~ (6) hours or more a day shall be allowed two ~~(2)~~ fifteen (15) minute rest periods. Employees working less than ~~six (6)~~ hours a day shall be allowed one (1) fifteen (15) minute rest period.
- (v) When, in the **opinion** of the Employer, conditions in the workplace **are** hazardous, the Employer shall dismiss all employees for the balance of the **day** or until the **hazardous** conditions are corrected, without loss of **pay**.

(c) Jurisdictional Group B Education Assistants and Child and Youth Workers)

- (i) The normal hours of work shall be thirty (30) hours per week consisting of five (5), ~~six~~ (6) hour days Monday through Friday. Except as otherwise agreed between the Employer and the employee starting time shall be 8:00 a.m. and closing time no later than 5:00 p.m.
- (ii) ~~All~~ ten ~~month~~ employees will work the hours and days Monday through Friday inclusive as indicated by a schedule for the school year agreed to by the employee and Supervisor.
- (iii) Paid Rest Periods. Employees working ~~six~~ (6) hours a day shall be allowed two ~~(2)~~ fifteen (15) minute rest periods. Employees working less than ~~six (6)~~ hours a day shall be allowed one (1) fifteen (15) minute rest period.
- (iv) **When, in** the opinion of the Employer, conditions in the workplace **are** hazardous, the Employer shall dismiss all employees for the balance of the day or until the hazardous conditions **are** corrected, without loss of **pay**.

13.03

During the Summer and March ~~Break work~~ periods employees may schedule their full hours of ~~work~~ in such a manner that they **are** dismissed from ~~work~~ on or about noon hour on Fridays during the periods noted.

The scheduling of work shall be a common schedule determined jointly by representatives of the Employer and employees. The scheduling of work shall not necessitate overtime pay.

ARTICLE 14 - OVERTIME

14.01 An employee who is required by his/her Supervisor to work overtime shall be paid as follows:

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- (a) Time and ~~one-half~~ an employee's regular straight time rate of pay shall be paid for all authorized ~~work~~ performed in excess of the fill-time rate daily hours of work for the employee's Jurisdictional Group.
- (b) Time and one-half an employee's regular straight time rate of pay shall be paid for all authorized ~~work~~ performed on a Saturday.
- (c) Double an employee's regular straight time rate of pay shall be paid for all authorized ~~work~~ performed on a Sunday or a Recognized Paid Holiday.

14.02 Overtime may be taken as pay, or the employee may choose to receive time off at the overtime rate at a time selected by the employee and agreeable to the Supervisor.

14.03 Overtime work shall be distributed, in Jurisdictional Group A (Caretaking, ~~Maintenance~~) as evenly as is practicable, among the employees who normally perform the required work in the school or maintenance shop affected. Overtime scheduled and refused shall be considered as overtime worked for the purposes of distribution.

14.04 In Jurisdictional Group A (Caretaking, Maintenance) an employee who is required to work outside his/her regular working hours to carry out scheduled weekend heat or security checks shall be paid for a minimum of two (2) hours at overtime rates. An employee who is called in for emergencies by Poke, Fire Department, or the Supervisor of Operations or his/her designate, shall be paid for a minimum of two and one-half (2.5) hours at overtime rates.

14.05 No employee shall be required to lay-off during his/her normal schedule of working hours for the sole purpose of depriving him/her of overtime pay.

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15.01 (a) The following holidays will be recognized by the Employer:

- |                |                  |
|----------------|------------------|
| New Year's Day | Civic Holiday    |
| Good Friday    | Labour Day       |
| Easter Monday  | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |

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(b) **Whenever** a holiday listed **above** falls **on** Saturday or Sunday, the preceding Friday or the following Monday shall be declared a holiday. Choice of the Friday or Monday shall be at the Employer's discretion following consultation with the Union.

(c) In addition, any day proclaimed a holiday by the Employer, the Federal or **Provincial** Governments shall be a holiday if it is declared a school holiday.

(d) An additional holiday **to be known as** a floating holiday is provided. This holiday will be individually agreed between the Employer and employee and shall be with **no** replacement **cost**. It is mutually agreed that this holiday shall be taken in the contract year and cannot accumulate from year to year.

15.02 (a) The Employer shall dismiss employees from **work** with pay at 12:00 noon on the day before Christmas or **any** day designated as the **Christmas Day** holiday. if the day before Christmas or if the day before the day designated as Christmas Day **is** a school day, the **half** day holiday noted in this article will be on a day agreed to by the Employer in consultation with the Union.

It is understood that, on this day, **all** employees covered by this agreement will work the day **shift**.

(b) The Employer agrees to a complete shutdown between Christmas and New Year's as listed in APPENDIX "B" attached, without **loss** of pay for all employees.

15.03 **Providing** the employee has **worked** the **normal** shift immediately preceding and the normal **shift** immediately following the holiday, if not scheduled to work on such holiday, or has worked on the day of the holiday, if scheduled to **work**, the Employer will pay such employee for the number of normal hours ordinarily worked by such employee on the day the holiday is observed by the Employer.

15.04 Employees in Jurisdictional Group B (Office Clerical and **Technical** employees) called **back** to work prior to Labour Day Holiday, will receive statutory holiday pay for this holiday **when** applicable.

15.05 In Jurisdictional Group B (**Office** Clerical, Technical employees, Educational Assistant **and** Child and Youth Worker) when a Statutory Holiday falls on a day not normally **worked** by the employee, the employee will receive additional pay for the day on the **basis of the** average **number** of daily hours worked by the employee according to the employee's work schedule.

**ARTICLE 16 - VACATIONS**

16.01 Employees shall receive an annual vacation with pay according to the following schedule and with **service** calculated **as of July 1st** of the vacation **year**.

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1 (a) **An** employee with less than **one (1) year's service** as of July 1st, shall be entitled to vacation **at the rate of one (1) day for each complete calendar month of service, to a maximum of ten (10) days.**

1 (b) **On completion of one (1) year of service, as of July 1st, an employee shall be entitled to two (2) weeks** vacation.

3 (c) **An** employee shall be allowed three (3) weeks vacation in the calendar year in which his/her fourth (4th) **anniversary** falls.

19 (d) **An** employee shall be allowed four (4) weeks vacation in the calendar year in which his/her ninth (9th) **anniversary** falls.

17 (e) **An** employee shall be allowed five (5) weeks vacation in the calendar year in which his/her seventeenth (17th) **anniversary** falls.

1 (f) In addition **to 16.01(e)** above, an employee shall be entitled **to one additional day of vacation for each full year of service beyond seventeen (17) years to a maximum of five (5) days.**

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22 (g) Employees **employed less than twenty four (24) hours per week shall be paid four percent (4%) of their earnings years one to three (1-3); six percent (6%) of their earnings, years four to nine (4-9); and eight percent (8%) year ten (\$10) and after.**

16.02 (a) **In Jurisdictional Group B** vacation for other than **twelve (12) month** employees shall be taken **at times which will not conflict with** the normal instructional **days** in the Employer established school **year calendar**.

22 (b) **Twelve (12) month employees in Jurisdictional Group B who have earned three (3) weeks or less vacation shall take their vacation entitlement on days which will not conflict with instructional days in the Board established school year calendar. Employees With more than three (3) weeks vacation shall take at least three (3) weeks of their vacation on days which will not conflict with instructional days in the school year calendar. Employees with vacation entitlement in excess of three (3) weeks may take such excess at other times during the balance of the year. Where two or more employees request vacation at the same time, seniority will govern.**

- 16.03 For employees in Jurisdictional Group A the Employer will post the vacation period by May 1st of each year. Employees with three (3) weeks vacation entitlement will be **required** to take **two (2)** weeks **of** their vacation **between the** end of the **school** year and the **start** of the last **week** prior to Labour Day. Employees with four (4) or more weeks of vacation entitlement will be required to take three (3) weeks of their vacation between the end of the **school** year and the start **of** the last week prior to Labour Day. **When two (2) or more employees apply for vacation at the Same** time and this cannot be granted, seniority shall govern in the granting of such vacation. Each secondary school will be a unit for scheduling vacation and all elementary schools, the Education Centre will be a unit for **scheduling vacation**, and Maintenance **Shop** will be **a unit** for scheduling vacation.
- 16.04 **An** employee terminating employment during the vacation year (July 1 to June 30) shall be paid **an** allowance in lieu of any vacation due. Such allowance shall be calculated by multiplying the employee's normal vacation entitlement **expressed** as a percentage (i.e., two weeks - 4%, three weeks - 6%, four weeks - 8%, five weeks - 10%) times the employee's total regular earnings to date in the vacation year.
- 16.05 All requests for vacation are subject to the approval of the Employer. Exceptions to Clauses 16.02 and 16.03 shall be by **mutual** agreement between the employee and the Employer.
- 16.06 **An** employee may take his/her vacation before the vacation qualification period, in terms of **length** of service, has been served. Where **an** employee has taken vacation, and then separates employment, the Employer will be entitled **to** be reimbursed for **any** vacation monies paid in **excess** of what the employee was entitled to at date of separation.
- 16.07 If a holiday **falls** or is observed during the employee's vacation period, he/she shall be granted **an** additional day's vacation for each holiday, in addition to his/her regular vacation time.

#### **ARTICLE 17 - LEAVE OF ABSENCE**

- 17.01 (a) The Employer **may** grant leave of absence without pay to an employee for any reason **which** is regarded by the Employer as **legitimate and acceptable**. A request for such leave shall be made in writing along with the **reasons**. A leave of absence **shall not be** taken without first obtaining **the formal** approval of the Employer.
- (b) Leave of absence shall be granted in accordance with Board operating procedure STA-6. Notwithstanding the provisions of procedure STA-6 a leave of up to five (5) days may be granted if required as per 17.01 (a).



17.02 The extension of any leave of absence granted by the Employer beyond its date of expiry shall be at the sole discretion of the Employer.

17.03 (a) Upon written request by the Union to the Human Resources Department of the Employer at least two (2) weeks in advance of the start of such leave, leave of absence without loss of pay will be granted to employees to attend CUPE related Conventions, Conferences, Workshops or Seminars and always provided that such leave does not interfere, in the opinion of the Employer, with the continuance of efficient operations. Should it be necessary to replace an employee on leave, the cost of the replacement will be paid by the Union. The number of employees is not to exceed four (4) at any one time.

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(b) Effective January 1, 1997 the Union President may be granted a paid leave of absence up to one (1) year to attend to Union business. The employer will share 5% of the cost of wages and benefits and the Union 95% of the cost of wages and benefits for the period of the leave. The Union shall reimburse the Employer monthly for its share of the costs.

Coverage for Workers' Compensation shall be the responsibility of the Union,

17.04 Compassionate Leave

Leave of absence without loss of pay will be granted an employee.

(a) up to a maximum of (3) working days in the case of the death of an immediate member of their family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean wife, husband, mother, father, daughter, son, sister, brother, grandchild, father-in-law, mother-in-law, son-in-law, sister-in-law, daughter-in-law or brother-in-law.

(b) up to a maximum of two (2) days to attend the funeral of a grandparent.

(c) when special circumstances warrant, the Director of Education or his designate may extend these leaves 17.04 (a) and 17.04 (b) by up to two (2) additional days.

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17.05 Jury Duty and Witness

Employees selected for jury duty or subpoenaed as a witness will be paid their regular salary for the period of absence less the fees received for their services as a juror or witness. In order to qualify for payment under this article he/she must:

(a) Inform his/her supervisor within twenty-four (24) hours of his/her notice of service as a juror or witness,

- (b) Provide a written statement to the Employer indicating the date of his/her service **as** a juror, or witness, the time so spent and the fee received for his/her services.

17.06

Pregnancy Leave

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The Employer shall grant **an** employee a pregnancy leave of a minimum of twelve (12) weeks **and** a maximum of twenty-six (26) weeks without pay but with payment of benefits **as** per the agreement and without loss of seniority provided:

- (a) Such employee **has** completed thirteen (13) **weeks** of employment prior to the expected birth date.
- (b) **Such** written request is made at least **two (2)** weeks prior to the proposed starting date of the leave.
- (c) **Casual replacements.** While a regular employee is on a pregnancy leave the **employee's** position will be filled temporarily, where necessary, and upon return from leave the employee will return to their **original** position or a comparable position if the original position does not exist.
- (d) **In** no event shall the conditions of the leave be less than those in the Employment Standards Act RSO.

17.07

Parenthood Leave

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The Employer shall grant **an** employee a parenthood leave of up to **twenty-six (26)** weeks without pay but with payment of benefits **as** provided in the Agreement and without loss of seniority.

- (a) Such leave **shall** not commence more than thirty-five (35) **weeks** after the day the child is born or comes into the custody care and control **of a** parent for the first time.
- (b) Such written request is made at least **two (2)** weeks prior to the proposed starting date of the leave.
- (c) **Casual Replacement:** While **a** regular employee is on parenthood leave the employee's position will be filled temporarily, where **necessary**, and upon return **from** leave the employee will return to their original position or a comparable position if the original position does **not** exist,
- (d) **In** no event shall the conditions of the leave be less than those in the Employment Standards Act RSO.

17.08.01 Employee Self-Funded Leave Plan (X/Y Plan)

The Employee **Self-Funded Leave Plan** permits the **employee to** take a three (3) consecutive **month** leave for the purpose **of** permitting the **full-time** attendance of the employee **at** a designated educational institution or in any other **case six** (6) consecutive month to twelve (12) consecutive **month** leave, subject to **the** conditions outlined **below**.

Note: The leave **may** be taken in the second, **third**, fourth, fifth, sixth year.

17.08.02 Application

**A written** application **shall be** delivered to the Superintendent of **Human Resources** not later than three months prior **to** commencing the plan, **in which** is **described the** applicant's proposal **which** shall not exceed **a six** year term with respect **to a** plan of salary holdback **and** timing of the leave of **absence**.

17.08.03 Approval or Denial

The right to approve or to deny **any** application shall rest solely **with** the Employer. Written advice **of** approval **or the reason** for **denial** shall **be** delivered to **the** applicant not later than **two** months following the **date** of **application**.

17.08.04 Salary Holdback

**The** salary withheld shall be in accordance with the length of term **requested and** approved **and the** contract **entered into** under Clause **17.08.05** and shall **be placed in** an individual trust account in the **name** of the employee. **A statement of each** employee's account will **be issued upon request**. **Interest paid on trust fund accounts shall be** two (2%) **percentage** points **less than** the **prime rate** **as** established **from time to time by the** Employer's **banking agency** and shall **be calculated and** credited **on** the last **day** of each calendar **month**, Interest to **be paid by the** employee on **money** advanced **by** the Employer shall be at **two (2%)** percentage points **more** than the prime rate. The only **cost** to the Employer shall be **the** Employer's contribution **to** mandatory fringe benefits, i.e., Unemployment **Insurance Commission, Canada Pension Plan**.

17.08.05 Payment

- (a) The employee shall receive the **agreed to** percentage **in each year of the** plan **as determined by** the Collective Agreement in effect for that period.

- (b) **During** an employee's leave, the Employer agrees to pay or advance **an** amount equal to agreed upon percentage of the employee's salary **as** per the collective agreement.
- (c) If the amount received by the employee during the leave is more than the accumulated amount in that employee's account, the employee shall repay the difference plus interest. Repayment will be made by withholding the agreed upon percentage until full amount is paid in accordance with the applicable collective agreement, if less, the paid difference plus interest **as** in **Clause** 17.08.04, until the **full** balance is paid.
- (d) In order to qualify for the leave and **for** an advance **in** salary **as** outlined herein, the employee must provide **personal** security. Security shall be to the satisfaction of the Employer **as** determined by the Superintendent of Business.

17.08.06

#### Benefit Plans

- (a) Throughout the **years** of the plan, employee benefits shall continue as per the applicable Collective Agreement if the employee requests. Employee benefits shall be maintained **as** if the employee were receiving 100% **of** salary and Employer subsidy will be the normal contribution.
- (b) The period of the **self-funded** leave does not represent **a** break in service **so** far as retirement gratuity is concerned.
- (c) There **shall** be neither accumulation nor utilization of sick leave credits **during** the period of the self-funded leave.
- (d) Vacation entitlement **shall** be pro-rated according to the length of the **term** of the leave. (eg. **an** employee who is entitled to four **weeks** vacation and takes a **six** month self-funded leave, shall only be entitled to **two** weeks vacation). **Any** holiday entitlement **earned** and not taken prior to commencement of leave may be carried **forward** to the end of the leave and be taken within the 12 month period following the end of the **self-funded** leave in accordance with Article 16 of the Collective Agreement.

17.08.07

#### Return from Leave

On return from leave, the employee shall be placed in their previous position, or if the previous position does not exist the procedure found in Clause 8.02 or 8.03 as applicable will be followed.

For the period **of an employee-funded** leave there shall be no loss of **seniority**.

17.08.08

Termination

- (a) A participant may withdraw from the originally agreed upon plan up to and including three months preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust, including accrued interest, and less a withdrawal charge as follows, shall be paid to the participant within sixty (60) days following delivery to the employer of written notification of withdrawal.
- In the first year of plan, withdrawal charge is \$25
  - In the second year of plan, withdrawal charge is \$50
  - In the third year of plan, withdrawal charge is \$75
  - In the fourth year of plan, withdrawal charge is \$100
  - In the fifth year of plan, withdrawal charge is \$125
  - In the sixth year of plan, withdrawal charge is \$150
- (b) In addition to the above, for those who withdraw from the plan, the Employer shall calculate the lost benefits during the period of salary holdback, and pay such sum to the employee.
- (c) In the case of the death of a participant prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest therein, shall be paid to the estate of the participant within sixty (60) days following the date of death. In case of the death of participant during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the date of death.

17.08.09

Contract

Each participant shall execute a contract wherein are set out the terms and conditions of participation in the plan.

17.09

Education Allowance and Leave

Employees shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade their employment qualification. Upon successful completion by the employee of an academic or technical course which has been approved in advance in writing by the Employer, the Employer shall pay 75% of the cost of the billed tuition fees. Employees entitled to reimbursement under this provision shall submit proof of their successful completion and tuition cost.

**ARTICLE 18 - TECHNOLOGICAL CHANGE**

18.01 Technological change is defined as the introduction of video display/computer terminals for use in the business offices of the Employer and the Schools by members of Jurisdictional Group B (Office, Clerical and Technical employees). **When** operation of a word processor/computer terminal **is** introduced as part of an employee's duties, the employee shall be given on the job training without loss of pay to a maximum of 10.5 hours in the **use** of the new technology, The Employer further agrees to give the Union as much advance notice as possible when technological changes are to be implemented.

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18.02 Where, through technological change the job performed by an employee in Jurisdictional Group **A** requires additional skills, the Employer agrees that the employee will be offered the opportunity to be trained. Where the employee, after having received training deemed adequate by the Employer to fulfil the requirements of the technological change, cannot adequately perform the new duties, the employee will be transferred to a job suitable to his/her capabilities until such time **as** they post to another position.

**ARTICLE 19 - GENERAL CONDITIONS**

19.01 Correspondence

All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Superintendent of Human Resources of the Employer **and** the President and the Secretary of the **Union**.

19.02 The Employer shall provide bulletin **boards** for each office **and** staff lunch **room** in a location designated by the Employer upon which the Union and the Employer shall post notices of meetings and **such** other items of interest to the employees. Before posting **Union** activity **notices**, permission must be obtained from the Superintendent of **Human Resources**.

19.03 Joint Labour - Management Committee

**During** the life of this agreement representatives of the Executive of the **Union** and representatives of the Employer **may** meet to discuss matters of **mutual** concern. Such **meetings(s)** shall be established at the request of the President of the Union or the Superintendent of **Human Resources**.

**Prior** to each meeting **an** agenda will be prepared by the President of the Union and the Superintendent of Human Resources or designate.

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19.04 Proper Accommodations

Accommodation should be provided for employees to have their meals, and if necessary a place to store and change their clothes.

19.05 Mileage Allowance

Employees required to use their own automobile as part of their duties will be paid mileage in accordance with Board Policy.

19.06 Payroll Direct Deposit

Employees will be paid by payroll direct deposit to the financial institution of the employee's choice within the Province of Ontario. Such financial institution shall be capable for receiving monies by electronic means and have a serviceability code of one (1)

The implementation of direct deposit will take place when the employee has submitted:

- (1) a void cheque on the Financial Institution account where the employee's pay is to be deposited.

OR

- (2) An advice slip from the bank, trust company or credit union indicating:

- (a) The Name and Address of the Financial Institution.
- (b) The Financial Institution Code.
- (c) The Branch Transit Number.
- (d) The Direct Deposit Account Number.

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20.01 For employees who work twenty-four (24) hours or more per week in a regular position(s), the Employer shall pay the premiums for employees who participate as follows;

- (a) Group Life Insurance

One hundred per cent (100%) of the premiums for each employee who participates in Group Life Insurance through Standard Life. The face value of the policy shall be 300% of the annual salary of the employee.

Effective January 1, 1997, all newly hired employees shall participate in Group Life Insurance.

(b) Extended Health Care

(i) One hundred per cent (100%) of the premium costs for each employee who participates in the Liberty Health Extended Health Care Benefit. The deductible amount of this benefit to be \$10 single/\$20 family per twelve (12) consecutive months. Effective January 1, 1997, the **Drug Plan** shall be the Mandatory Generic **Drug** Formulary 3 with "no substitute" if the doctor so indicates.

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(ii) The benefit shall also include Vision Care to the maximum of \$150 per family member per twenty-four (24) month period.

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(c) Semi-Private Hospital

One hundred per cent (100%) of the premium costs for each employee who participates in the Liberty Health Semi-Private Hospital coverage.

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(d) Dental Benefit

Ninety per cent (90%) of the premium costs for each employee who participates in the Liberty Health Dental Plan #7 with rider #1 Orthodontic with a \$1,500 lifetime maximum, rider #2 Periodontic, rider #3 Denture and rider #4 Crowns and Bridges, Pit and Fissure Sealant.

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Effective January 1, 1997, the dental recall shall be twelve (12) months for adults and nine (9) months for dependent children to age eighteen (18).

The Employer's share shall be based on premiums for the current rate (as set by the Ontario Dental Association) minus one (1) year.

20.02 Benefits provided under 20.01 (b), (c), and (d) shall cover the employee only if Single coverage is chosen, and the employee, the employee's spouse, dependent children to age 18, and coverage dependent children as defined in the plan booklet, if Family coverage is chosen.

20.03 For employees who are regularly employed less than 24 hours per week the Employer shall pay for employees who participate under 20.01 (b), (c) and (d) fifty per cent (50%) of the premiums paid on behalf of those employees who are regularly employed for twenty-four (24) hours or more per week.



- 20.04 In the **case** of absence for **illness or accident**, the Employer's contribution for Group Life Insurance premiums, Liberty Health Sed-Private Coverage, Extended Health Care and Dental Benefit shall be paid for a maximum of six (6) months from commencement of illness or accident or until sick leave is exhausted, whichever is greater. In the case of lay-off the Employer's contribution will be paid for a maximum of one (1) month from commencement week of the employee's lay-off
- 20.05 Long Term Disability Insurance
- J The Employer agrees to administer Long Term Disability Insurance but not to participate in premiums for employees in Jurisdictional Group B. An employee who participates in a Long Term Disability Plan may by Mitten request of the employee or his/her agents interrupt payment of salary by the Employer under the provisions of the Sick Leave Plan in order to allow the benefits of said insurance to commence.
- Effective January 1, 1997, all newly hired full-time employees in Jurisdictional Group B shall participate in Long Term Disability Insurance.
- 20.06 Any change in carrier shall not be implemented without the approval of the Union. The Union would not unreasonably withhold approval.
- 20.07 J The official pension plan of the Employer, presently in effect for employees, is the Ontario Municipal Employees Retirement System.

#### ARTICLE 21 - WORKERS' COMPENSATION

- 21.01 (a) The Union and the Employer agree that when a workers' compensation claimant is able to return to work but is incapable of performing the full duties of the job that every effort will be made to establish a modified work program for the purpose of assisting the employee in his or her rehabilitation program and or return to full-time employment. Such program shall be a co-operative effort of the Union, the Workers' Compensation Board and the Employer.
- (b) An employee, while receiving Workers' Compensation payments, will receive make-up payments for the difference between such payments and normal pay. The make-up payments will not, in any event, exceed the employee's sick leave credits. Make-up payments shall be deducted from sick leave credits as a percentage of a full day in the same percentage as the make-up payment is to normal pay. J

## **ARTICLE 22 - SPECIAL PROVISIONS**

### **22.02      Travel Allowance**

- (a) Allowances for distances travelled by private vehicle and expenses incurred for meals and lodging which are part of an employee's duties will be reimbursed in accordance with **Board** Policy.
  
- (b) A roving caretaker or maintenance employee who uses his/her own car to **drive** to a designated place of employment other ~~than~~ his/her base, **as** established by the Employer, shall **be** paid travel expenses at rates **as** provided for kilometres travelled in excess of double the distance each day from the employee's home to his/her base, When the lunch break is for **two** (2) or **more** hours duration and the employee elects to go home for lunch and the distance is greater than sixteen (**16**) kilometres, the employee shall be entitled to **claim** travel expenses **as** provided herein.

The kilometres rate shall be **as** provided in Board Policy.

### **22.03      Meetings**

Caretakers that travel from outside the **city limits** to attend meetings called by the Employer will be reimbursed **in** accordance ~~With~~ the provisions of this article. Travel expenses for professional development requested by the employee shall be paid **in** accordance with the guidelines for the activity.

### **22.04      Safety Shoes**

The Employer ~~shall~~ reimburse **all** Caretakers and each Maintenance Employee \$53.00 for the purchase of C.S.A. approved ~~safety~~ footwear once per calendar year, provided the employee provides proof of purchase. ~~Where~~ the Employer **assists** in the purchase of ~~footwear~~ the employee ~~shall~~ be required to **wear** the footwear while performing the **work** of the Employer. **Roving** caretakers and maintenance employees shall wear approved **safety footwear as a** condition of their employment.

### **22.05      Uniforms**

All maintenance employees will be supplied three **shirts** and **two** pairs of pants annually which must be **worn as a** condition of employment. Colour and choice of supplier shall be **determined by** the Employer.

## ARTICLE 23 - SICK LEAVE PROVISIONS

### 23.01 Sick Leave

- fa) Eligible full-time employees having acquired seniority standing shall become eligible for a two day sick leave credit for each month in which the employee works on at least half of the scheduled days. No credit will be received for those months when the employee is on leave of absence, lay-off, or sick leave without pay.
- (b) Employees shall be allowed to accumulate unused sick leave credits to a maximum of 260 days.
- (c) In order to qualify for sick leave payments, in the case of a bonafide illness or non-occupational accident, an employee shall, on the request of the Employer, furnish a medical certificate from the attending physician. Where the Employer requests a medical certificate from a physician designated by the Employer, the Employer shall pay the costs.
- 22/3/51 (d) In addition to the 260 days stated above that an employee now has to their credit, the Employer shall keep a record of cumulative sick leave up to a maximum of 130 additional days which may be applied in the last two years prior to normal retirement.
- (e) A ~~statement~~ of accumulated unused sick leave credit shall be forwarded to each employee as soon as possible after January 1st each year, but not later than January 31st.
- (f) When an employee is on sick leave and exhausts their credit, no further sick leave credit shall be added until earned again following their return to work.
- (g) An employee who is on sick leave shall continue to receive full pay and benefits (Article 20) as long as they have unused sick leave credits as per Article 21.
- (h) The only absences chargeable against sick leave are personal illness and up to a maximum of five (5) days per year for bona fide personal reasons which shall be defined as:
- (i) attending professional appointments that are not otherwise available.
  - (ii) illness or emergencies in the immediate family.
  - (iii) court leave (other than as a juror or when summoned as a witness both of which are covered by Board policy)

(iv) moving ~~one's~~ principal residence ~~when~~ such ~~move cannot~~ be arranged or scheduled at another time.

(v) Post-secondary, convocation of employee, spouse or children. (Effective January 1, 1997)

21.02

Retirement Gratuity

76.81  
(a) **An** employee, having reached the age of retirement set by the Employer, shall receive in a lump ~~sum~~ a payment equal to half the number of days of unused sick leave accumulated to the credit of such employee at the rate of salary received immediately prior to retirement, but this payment shall in no event exceed one-half year's ~~normal~~ salary.

(b) **An** employee having had five or more years of continuous service with the Employer, and dies while in the employ of the Employer shall have paid to their estate a gratuity equal to half the number of days of unused ~~sick~~ leave accumulated, but this payment shall in no event exceed one-half year's normal salary.

(c) **An** employee who has served twenty (20) years with this Employer and who wishes to retire earlier than the ~~normal~~ retirement age shall be eligible for retirement gratuity. **An** application for early retirement should be ~~submitted no~~ later than the end of January in the same year in which the employee wishes to retire.

ARTICLE 25 - UNION REPRESENTATION

25.01 The Employer acknowledges the right of the Union to appoint or otherwise select a negotiating ~~committee~~ of not more than ~~six (6)~~ employees with respect to ~~any~~ matter which properly concerning the negotiation, modification, ~~renewal~~ or ~~termination~~ of this agreement. The negotiating committee shall have the assistance of a representative of the Canadian ~~Union~~ of Public Employees in negotiations with the Employer if ~~his~~ presence is requested by either party.

25.02 ~~The Employer~~ acknowledges the right of the ~~Union~~ to appoint or otherwise select a grievance ~~committee~~ of not more than three (3) employees for the purpose of handling grievances as provided herein.

25.03 The Employer acknowledges the right of the ~~Union~~ to elect, appoint or otherwise select ~~Union~~ stewards for each Jurisdictional Group.

The number of stewards for each Jurisdictional Group shall be as follows:

- Jurisdictional Group A - three (3) stewards
- Jurisdictional Group B - seven (7) stewards

25.04

The **Union** agrees that committee **persons** and stewards **shall** have acquired seniority **standing** with the **Employer** prior to their appointment. The **Union** further agrees that **committee** persons and stewards have regular duties which must be effectively and efficiently performed on behalf of the **Employer** and that **such employees** will **not, therefore,** leave **their** regular duties without first **obtaining** permission to do **so** from their immediate supervisor, and that when resuming their regular duties they will be required to report their **return** to their immediate supervisor, **and** that time **so** taken away from regular duties will be confined to **an absolute minimum.** it is understood that time **so** taken away from regular duties **will** be without loss of pay, providing the time **so spent** in meeting with representatives of the Employer **is** during **the working** hours of **such a** committee person or steward.

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25.05

The Union Executive and Union appointees to **Employer** established committees shall be allowed time **off to** attend meetings with the Employer without loss of regular straight-time pay **or** loss of seniority.

ARTICLE 26 - J

26.01

(a) The Job Evaluation Plan

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The provisions which form the basis of the **Job** Evaluation Plan are contained in the Collective Agreement and the Job Evaluation Manual. **Matters** pertaining to the application of dollars **are** contained in the **Collective** Agreement. Job evaluation matters **are** contained in the **Collective** Agreement. Job evaluation matters are contained in the Manual.

(b) Jobs covered by the Job Evaluation Plan

The plan **shall cover all jobs** falling under **this** Collective Agreement **save and except** those jobs which are specifically excluded by **mutual agreement** between Employer and the Union.

(c) Identification of Jobs in Salary Schedule

All **jobs** processed under the Job Evaluation Plan shall **be designated a Salary Grade** Appropriate to the Point Schedule **and** issued **in conjunction** with the Collective Agreement,

(d) The Job Evaluation Manual

(i) **The Manual is a supplement of the** collective Agreement and its provisions **shall apply as if set forth in full** herein.

(ii) The Manual **shall** be supplied **to all** employees **whose jobs** are covered by the Plan.

(e) Salary Schedule

The Salary Schedule for jobs covered by the Job Evaluation Plan and issued in conjunction with the Collective Agreement shall have the following characteristics:

- (i) The Salary Schedule shall be bands of equal dollar value.
- (ii) The increment from salary grade to salary grade, calculated, shall be annotated on the Appendix "A".
- (iii) Each *salary* grade is composed of three (3) steps. The time interval required for Anniversary Progression shall be in accordance with Appendix "A".
- (iv) When **an** incumbent is promoted from one salary grade **to** another, shall be promoted in accordance with Appendix "A".
- (v) The relationship between the *salary* grade and the point range shall be 15 points for each *salary* grade.

(f) Salary Up on Upward Reclassification

- (i) Upward reclassification **as** a result of **a** challenge.

The incumbent(s) shall **go** to the same step in the salary grade **as** he/she **was** prior to the reclassification, and maintain the **same** anniversary date.

26.02

Disagreement Regarding Job Evaluation Program

In any disagreement concerning the overall Job Evaluation Program, the Union **and** Management *shall* each select one additional person **to** join the Committee as set out in the **manual**. Agreement **shall** be said to have been reached if **all** save one agree. If agreement cannot be reached **by** the larger committee, the matter shall be referred to **a single** arbitrator who shall **be** jointly selected **by** the parties **to this** agreement. The power of the arbitrator shall be limited to matters in dispute **as submitted**. The **decision shall** be final **and** binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. The arbitrator's fees and expenses shall be determined in advance and shall be borne equally between the parties.

26.03 Arbitration Procedures

(a) Arbitration Hearing

The Employer and the Union shall be in attendance at the Arbitration hearing. The Arbitrator shall have the right to request additional information and to summon other parties as deemed necessary.

(b) Documents

The documentation provided to the Arbitrator shall be restricted to Job Evaluation documents, relevant to the disagreement.

(c) Arbitration Decision

The Arbitrator's decision shall be directed to the Chairperson of the Joint Job Evaluation Committee who in turn shall inform the Employer and the Union.

26.04 Attendance at Meetings

The employer shall release, without loss of pay or benefits or seniority, the representative named by the Union to attend sessions of the Joint Job Evaluation Committee

26.05 No Reduction in Wages

No employee shall have his/her wages reduced because of any Job Evaluation Program.

26.06 Job Evaluation Consultants

Nothing in this agreement shall be interpreted as barring either party to this agreement from engaging Consultants/Advisors as representatives of either party to the Joint Job Evaluation Committee. They shall function as Consultants/Advisors with voice but no vote, unless they are selected to join the larger committee.

**ARTICLE 27 - OCCUPATIONAL CLASSIFICATION AND WAGE RATES**

27.01 Occupational classifications and wage rates are set out in Appendix "A" which is attached hereto and forms part of the collective agreement.

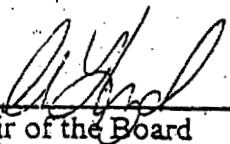
- 27.02 When an employee is assigned the duties of a higher paying position for a period of time in excess of two (2) consecutive working days, he or she will be paid for the higher paying position retroactive to the first day of performing the duties.
- 27.03 In Jurisdictional Group A when a "rover" is required at a school and there is more than one (1) caretaker working at that school, the higher rate of pay will be granted to, the most senior caretaker normally employed at the school and presently responsible for the care of the school.

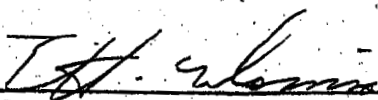
**ARTICLE 28 - DURATION OF AGREEMENT**

- 28.01 \* This collective agreement shall become effective on the 1st day of April 1996, and shall remain in effect until the 31st day of December 1997. It shall continue in force from year to year thereafter unless either party, Within a period of ninety (90) days before the agreement ceases to operate, gives notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of the agreement then in operation or to the making of a new agreement.
- 28.02 Occupational classification and wage rates are set out in Appendix "A" which is attached hereto and forms part of the collective agreement.

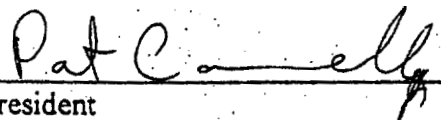
IN WITNESS WHEREOF the parties here to have executed this collective agreement on the 30<sup>th</sup> day of January, 1997 in Peterborough, Ontario.

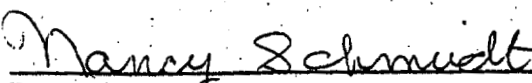
Signed on Behalf of the Employer

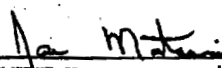
  
 \_\_\_\_\_  
 Chair of the Board

  
 \_\_\_\_\_  
 Superintendent of Human Resources

Signed on Behalf of the Union

  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Recording Secretary

  
 \_\_\_\_\_  
 CUPE Representative



Schedule "A"

Range	Job Title	Pnts	April 1, 1996 - December 31, 1997		
			Start	3 Mths	1st Yr
100 to 114	Cleaner'				\$ 11.17
160 to 174	Utility	163	\$ 13.37	\$ 13.92	\$ 14.42
	Caretaker 1	163	13.37	13.92	14.42
	Courier	165	13.37	13.92	14.42
	Caretaker Rover	173	13.37	13.92	14.42
175 to 189	Caretaker 3	178	\$ 13.69	\$ 14.26	\$ 14.77
	Tractor Operator	178	13.69	14.26	14.77
190 to 204	Painter	193	\$ 13.99	\$ 14.57	\$ 15.10
205 to 219	Tractor Operator/RPR Mechanic	210	\$ 14.31	\$ 14.89	\$ 15.43
	Chief Caretaker (No Supervision)	210	14.31	14.89	15.43
	Assistant Chief Caretaker 1	215	14.31	14.89	15.43
220 to 234	Assistant Chief Caretaker 2	220	\$ 14.61	\$ 15.22	\$ 15.77
	Chief Caretaker EL 1	229	14.61	15.22	15.77
235 to 249	Chief Caretaker EL 2	236	\$ 14.82	\$ 15.46	\$ 16.10
	General Repair Mechanic	248	14.82	15.46	16.10
250 to 264	Chief Caretaker SEC 1	251	\$ 15.13	\$ 15.77	\$ 16.43
	Chief Caretaker SEC 2	256	15.13	15.77	16.43
265 to 279	Chief Caretaker SEC 3	265	\$ 15.45	\$ 16.09	\$ 16.78
280 to 294	Chief Caretaker SEC 4	281	\$ 15.75	\$ 16.41	\$ 17.11
	Maintenance Mechanic	285	15.75	16.41	17.11

BR ✓

Schedule "A"

Range	Job Title	Pnts	April 1, 1996 - December 31, 1997		
			Start	1st Yr	2nd Yr
190 to 204	Education Assistant	204	\$ 13.99	\$ 14.57	\$ 15.10
205 to 219	Education Assistant-Phys	218	\$ 14.31	\$ 14.89	\$ 15.43
220 to 234	Education Assistant-ESL	229	\$ 14.61	\$ 15.22	\$ 15.77
235 to 249	Child and Youth Worker	237	\$ 14.82	\$ 15.46	\$ 16.10
280 to 294	Education Assistant-Health	280	\$ 15.75	\$ 16.41	\$17.1

## Schedule "A"

**CUPE Local 4200 Jurisdictional Group B**  
(Office, Clerical and Technical Employees)

Range	Job Title	Pnts	April 1, 1996 - December 31 1997		
			Start	1st Yr	2nd Yr
130 to 144	Summer School Clerical/Secretary	130	\$ 12.77	\$ 13.29	\$ 13.76
	General Clerical/Secretary	130	12.77	13.29	13.76
	Clerical Assistant <b>SPEC ED - LDSS</b>	130	12.77	13.29	13.76
	Clerical Assistant Special Services	140	12.77	13.29	13.76
145 to 159	<b>Book Clerk</b>	157	\$ 13.12	\$ 13.61	\$ 14.11
160 to 174	Clerk Secretary <b>SPEC ED</b>	164	\$ 13.37	\$ 13.92	\$ 14.42
	Film Library Assistant	167	13.37	13.92	14.42
	Library Secretary	170	13.37	13.92	14.42
175 to,189	Switchboard Rec/Secretary Secondary	175	\$ 13.69	\$ 14.26	\$ 14.77
	Library Assistant	180	13.69	14.26	14.77
	Co-op Secretary	182	13.69	14.26	14.77
	Correspondence Secretary	185	13.69	14.26	14.77
	Learning Resource Assistant	189	13.69	14.26	14.77
	Athletics Assistant	200		14.26	14.77
190 to 204	Assistant Dispatcher	192	\$ 13.99	\$ 14.57	\$ 15.10
	Information Services Clerk	192	13.99	14.57	15.10
	Film Library Assistant - A	192	13.99	14.57	15.10
	<b>Accounts Payable Clerk</b>	195	13.99	14.57	15.10
	AV Technician Asst/Comp Technician	195	13.99	14.57	15.10
	Guidance Secretary	204	13.99	14.57	15.10
205 to 219	Word Processing Operator	205	\$ 14.31	\$ 14.89	\$ 15.43
	<b>Library Secretary AV</b>	205	14.31	14.89	15.43
	Secondary School <b>Office Assistant</b>	206	14.31	14.89	15.43
	Secretary Program LRC	207	14.31	14.89	15.43
	Library Computer Technician	207	14.31	14.89	15.43
	Budget Secretary	207	14.31	14.89	15.43
	Attendance Secretary	207	14.31	14.89	15.43
	Night School Secretary	207	14.31	14.89	15.43
	Program <b>Co. Sect./Consult. Secretary</b>	207	14.31	14.89	15.43
	Elementary <b>Co-op Asst.</b>	212	14.31	14.89	15.43
	Secretary Maintenance	214	14.31	14.89	15.43
	Guidance/Co-Op Secretary	214	14.31	14.89	15.43
	Computer/Guidance Secretary	214	14.31	14.89	15.43
	LRC Library Assistant	214	14.31	14.89	15.43
	Consultants Secretary	217	14.31	14.89	15.43
	Computer Secretary	217	14.31	14.89	15.43
	Switchboard/Rec. Education Centre	218	14.31	14.89	15.43

Range	Job Title	Pnts	April 1, 1996 - December 31, 1997		
			Start	1st Yr	2nd Yr
220 to 234	Print Shop Assistant	223	\$ 14.61	\$ 15.22	\$ 15.77
	Finance Clerk	224	14.61	15.22	15.77
	Elementary Secretary	224	14.61	15.22	15.77
	Computer/Budget Secretary	227	14.61	15.22	15.77
	Assistant Co-ordinator Word Pro	230	14.61	15.22	15.77
235 to 249	Purchasing Clerk	237	\$ 14.82	\$ 15.46	\$ 16.10
	Library Technician	239	14.82	15.46	16.10
	Senior Accounts Clerk	243	14.82	15.46	16.10
	Volunteer Services Assistant	243	14.82	15.46	16.10
250 to 264	Senior Property Secretary	251	\$ 15.13	\$ 15.77	\$ 16.43
	Transportation Secretary	254	15.13	15.77	16.43
	Senior Secretary Secondary	256	15.13	15.77	16.43
	Rentals Clerk	257	15.13	15.77	16.43
	Senior Secretary SPEC ED	258	15.13	15.77	16.43
	Co-ordinator Word Processing	262	15.13	15.77	16.43
265 to 279	Co-op/Cont. Ed. Secretary	266	\$ 15.45	\$ 16.09	\$ 16.78
	Volunteer Services Worker	267	15.45	16.09	16.78
	Employment Counsellor	279	15.45	16.09	16.78
280 to 294	Payroll Clerk	293	\$ 15.75	\$ 16.41	\$ 17.11
295 to 309	Microcomputer AV	299	\$ 15.94	\$ 16.67	\$ 17.45
	Planning Transportation Technician	303	15.94	16.67	17.45
	Microcomputer Assistant	304	15.94	16.67	17.45
	Superintendents' Secretary	306	15.94	16.67	17.45
310 to 324	Senior Payroll Clerk	320	\$ 16.23	\$ 16.98	\$ 17.77
325 to 339	Assistant Communications Officer	326	\$ 16.55	\$ 17.29	\$ 18.11
340 to 354	Athletics Coordinator	344	\$ 16.87	\$ 17.67	\$ 18.45
	Waste Reduction Technician	353	16.87	17.67	18.45
370 to 384	Outdoor Education Technician	383	\$ 17.48	\$ 18.32	\$ 19.14
	<u>Market Value Exceptions</u>				
	Buyer		\$ 20.37	\$ 21.31	\$ 22.30
	Information Systems Officer		23.50	24.80	26.11
	Psychometrist		23.50	24.80	26.11
	Speech & Lang. Resource Assistant		23.50	24.80	26.11

## Letter of Understanding

The Peterborough County Board of Education and the Canadian **Union** of Public Employees Local 4200 agree to participate in a joint study of the posting and bumping procedures for employees in Jurisdictional **Group B**.

The study **will** review when positions are posted, where, and for how long, plus the method of selecting the **successful** candidate. Bumping will be examined as to the cause, the **right** to bump, the **timing** and method of **bumping** and the **outcome**. Included in the **study** of bumping will be the examination of a one day bumping system for one or more classes of positions.

The committee will be **composed** of


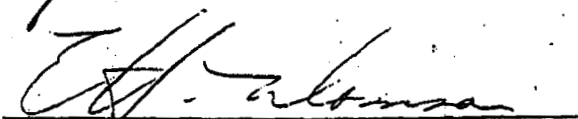
- Superintendent of Human Resources
- President of CUPE Local 4200
- Four persons appointed by **the Employer**
- Four persons appointed by the **Union**

The committee **may invite** other persons to participate in **discussions** as resource people.

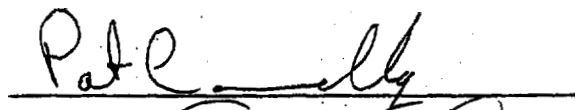
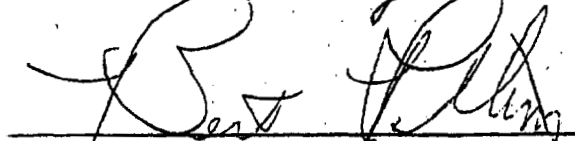
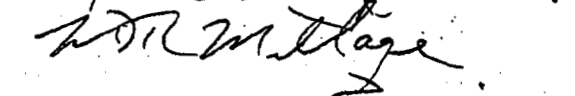
The committee will meet within thirty (30) days of the ratifications of the collective agreement. The committee will be chaired by the President of CUPE **Local 4200** and the report, with recommendation, **will** be written by the **Superintendent of Human Resources**. **The Report shall be** available to the Employer and the **Union** by May 15, 1997.

Dated at Peterborough, Ontario this 19<sup>th</sup> day of December 1996.

For The Peterborough **County** Board of  
Education

  
\_\_\_\_\_  
  
\_\_\_\_\_

For The Canadian **Union** of Public Employees  
**Local 4200**

  
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## Letter of Understanding

The Peterborough **County** Board of Education and CUPE Local 4200 agree to participate in a study of the Sick Leave Plan and Retirement Gratuity. The study may involve other employee groups if agreement can be reached for a joint study by all or some of the unions and federations.

Effective September 1998 references to sick-day entitlements will be removed from the Education Act. The Employer wishes to review with employee groups an alternative Sick Leave Plan and, since retirement gratuity is based on accumulated unused sick days, a new way of providing a Retirement Gratuity.

Should there be a joint study, CUPE Local 4200 would be entitled to two appointees to the joint study committee.

Should the study be with CUPE Local 4200 only the committee would be as follows:

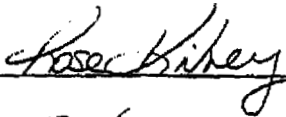
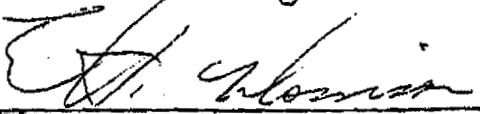
- Superintendent of Human Resources
- President of CUPE Local 4200
- Two persons appointed by the Employer
- Two persons appointed by the Union

The committee may invite other persons to participate in discussions as resource people.

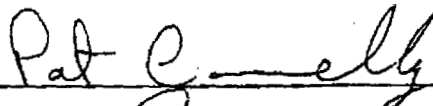
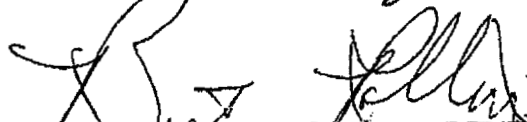
The committee will be chaired by the Superintendent of Human Resources who shall write a report which shall be available to the Union and the Employer by December 15, 1997.

Dated at Peterborough, Ontario this 19<sup>th</sup> day of December 1996.

For The Peterborough County Board of  
Education

  
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For The Canadian Union of Public Employees  
Local 4200

  
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Bob McElroy

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