

*extended  
for 1 year*

SOURCE	<i>Ld Bd</i>		
EFF.	98	09	01
PERIOD	99	08	31
No. OF EMPLOYEES	550		
NOMBRE D'EMPLOYES	<i>OK</i>		



**The Waterloo County  
Board of Education**

**AGREEMENT**

**BETWEEN**

**THE WATERLOO COUNTY  
BOARD OF EDUCATION**

**AND THE**

**EDUCATIONAL SUPPORT STAFF  
ASSOCIATION**

**JANUARY 1,1997**

**to**

**AUGUST 31,1998**

*JB  
coded  
99/05/13*

**RECEIVED**  
MAR 11 1999



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## **ARTICLE I - GENERAL PURPOSE**

- 1.01 The purpose of this Agreement is to promote the morale, well-being and security of all the employees in the bargaining unit of the Association, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salary for all employees who are subject to the provisions of this Agreement.

## **ARTICLE II - DEFINITIONS**

- 2.01 1) The “Employer” refers to The Waterloo County Board of Education.
- 2) The “Association” refers to the Educational Support Staff Association.
- 3) The “Employee” refers to a member of the Education Support Staff Association bargaining unit.
- 4) E.S.S.A. employees are defined as follows:
- (a) **Twelve-Month Employees**
- Full-time: employees who work twelve (12) months per year, thirty-five (or forty) hours per week.
- Part-time: employees who work twelve (12) months per year but less than thirty-five hours per week.
- (b) **Ten-Month Employees**
- Full-time: employees who work ten (10) months *per year*, *thirty-five* hours per week.
- Part-time: employees who work ten (10) months per year but less than thirty-five hours per week.
- 5) “Probationary period” refers to the first six (6) months of continuous employment in a position covered by this Agreement.

## **ARTICLE III - RECOGNITION**

- 3.01 The Employer recognizes the Association as the sole and exclusive collective bargaining agent for all twelve-month and ten-month employees of The Waterloo County Board of Education employed as bus drivers, buyers, forepersons, sub-forepersons, supervisors, assistant supervisors, clerical, secretarial, technical, security patrols and warehouse personnel, save and except:

Secretary to the Director of Education  
Secretary to the Superintendent of Financial Services and Treasurer  
Secretary to the Superintendent of Human Resources  
Secretary to the Manager of Employee Relations  
Payroll Supervisor  
Spare Bus Drivers  
Temporary Hourly Replacements (THR's)

**NOTE:** Supervisors and Assistant Supervisors mentioned above does not incorporate Supervisors and Assistant Supervisors covered in other bargaining units.

- 3.02 The Employer acknowledges the right of the Association to appoint or otherwise select a Negotiating and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this Agreement. If a meeting is called by the Employer during working hours, Association representatives required to attend such a meeting shall suffer no loss of pay.
- 3.03 The Employer acknowledges the right of the Association to appoint or otherwise select Association representatives and will recognize and deal with said representatives with respect to any matter which may properly arise from time to time during the term of the agreement.
- 3.04 Association representatives have the right to conduct Association business as deemed necessary by the Association and/or the Board, free from discrimination, interference, harassment, restriction, or coercion exercised in their work environment.

#### **ARTICLE IV - STAFF MANAGEMENT COMMITTEE**

- 4.01 The E.S.S.A./Management Committee shall consist of representatives from the Association and representatives from management. Its purpose will be to consider matters of mutual interest. This committee shall meet as scheduled, or at the request of either party.

#### **ARTICLE V - RELATIONSHIP**

- 5.01 It is agreed that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practised by the Employer, the Association, or any of its officers or members, with respect to any employee because of the employee's membership or non-membership in any labour organization, religious affiliation, race or sex.
- 5.02 (a) Any employee presently a member of the Association (those who have completed the six-month probationary period) and a member of the Association at the time of signing this agreement shall, as a condition of continued employment, remain a member of the Association, and further, any new employee of the Board working in the categories as defined by this agreement shall, as a condition of employment, become a member of the Association.
- (b) All ESSA members shall sign an authorization to deduct whatever sum may be so authorized for Association dues from each pay.
- (c) The Employer shall remit the same to the Treasurer of the Association no later than the month following, together with a list of employees from whose pay deductions have been made.
- 5.03 The employer shall, on a monthly basis upon the hiring of an employee, inform the Association of the name, address, phone number, employee number, location of the employee, and start time of employment, ensuring that every employee will receive a copy of the current Collective Bargaining Agreement and Information Sheet(s) provided by the Association.
- 5.04 Should it be determined by the Board that ESSA positions be declared redundant in whole or in part, the Board will immediately inform the Association and meet with the Association to discuss staffing implications.

## **ARTICLE VI - RESERVATION OF MANAGEMENT FUNCTIONS**

- 6.01 The Association acknowledges it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, classify, reclassify, transfer, promote, demote, and lay off employees and also to suspend, discipline or discharge for just cause. A claim by an employee who has acquired seniority, and who has been discharged or disciplined without just cause must be the subject of a grievance and dealt with as hereinafter provided.
- 6.02 The Association further recognizes the right of the Employer to operate and manage its schools and offices in all respects in accordance with its commitments, obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods and equipment, and jurisdiction over all operations are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time the rules and regulations to be observed by the employees. The Employer recognizes that any changes in the rules and regulations or procedures must be preceded by communication with the E.S.S.A. executive, and in no event shall such rules or regulations be inconsistent with the express provisions of this Agreement.
- 6.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any of the rules or of any of the provisions of this Agreement may be deemed to be sufficient cause for discharge or discipline of any employee, provided that nothing herein contained shall prevent an employee from going through the grievance procedure to determine whether or not such breach took place.
- The Association shall receive copies of all correspondence regarding said breaches at the same time the employee receives such notice.
- 6.04 Whenever the Employer censures an employee for an act or omission, in a manner indicating that dismissal may follow any repetition of such act or omission, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall within five working days thereafter give written particulars of such censure to the employee involved.
- The Association shall receive copies of all correspondence regarding such censure at the same time the employee receives such notice.
- 6.05 When an employee who has completed the probationary period, is suspended or discharged, the employee shall be notified in writing of such suspension or discharge and of the reason for same.
- The Association shall receive copies of all correspondence regarding said suspension or discharge and the reasons for the same.
- The employee is entitled to Association representation should they request it when notice of suspension or discharge is received.
- 6.06 (a) The Waterloo County Board of Education expects all employees to observe good safety practices at all times and to draw without delay to the attention of the immediate supervisor any *unsafe* practices or safety hazard which might be observed.

- (b) Should the employer demand (for safety reasons) that certain employees must wear Board specified safety shoes, the employee would be reimbursed to the extent of 100% of the cost of such required safety shoes to a limit of one pair per year.
- 6.07 (a) Vacant positions covered by Article 3.01 shall be filled as per Article 6.07(b) and remain ESSA positions.
- (b) The Employer will post all vacant ESSA positions for five (5) working days in order that permanent employees will be considered before outside applications.
  - (c) Under what it considers to be extenuating circumstances, management retains the right to make appointments to positions without postings. The Employer will attempt to reach an agreement with the Association prior to any related action taken.
- 6.08 In the event an employee is unable to perform the duties within a position due to changes in job-related factors, serious enough to affect their well-being, the Board may transfer:
  - (a) with the agreement of the employee and the Association to another position at the same level, or,
  - (b) with the agreement of the employee and the Association to another position at a lower level with remuneration to be agreed to prior to moving to the new position.
- 6.09 In order to provide job security for the members of the bargaining unit, the Board agrees not to contract out any work or services presently performed by the bargaining unit which would result in any layoff of an Association member.
- 6.10 In all cases of temporary employment, where the person is not from within the bargaining unit, the term in the temporary position shall not extend beyond one year without the mutual consent of the employer and the Association.

## **ARTICLE VII - PAYMENT OF ALLOWANCES**

### **7.01 Grid Placement**

- (a) All staff will be placed on the 1997 Salary Schedule at their appropriate level.

In addition, all staff who were at maximum salary on December 31, 1985 and who, under the 1988 schedule will not be at maximum, will receive their 1988 increment as of January 1, 1988. *Thereafter*, their annual increment will be payable January 1.
  - (b) All staff who were not at maximum salary December 31, 1985, shall proceed through their appropriate level on the basis of approved annual increments, calculated from the date of appointment to permanent staff.
  - (c) It shall be the prerogative of the Board to withhold the annual increment of an employee whose work is deemed to be unsatisfactory by the Supervisor. Adequate written notice to the employee that the employee's work is unsatisfactory, instructions for improvement and ample time to benefit from these instructions shall be given before the increment is withheld.
  - (d) An allowance for experience may be granted at the time of employment. Such
-

allowance shall be at the discretion of the Superintendent of Human Resources designate.

- (e) Progression from one level to a higher level is not automatic. Changes will occur only through promotion or increased responsibility given to a position. Such change must be dealt with as described in the Human Resources Procedures Manual 'Position Evaluation', Placement and Review Process. An employee and/or the employee's supervisor may approach the Position Evaluation Committee directly, to determine whether the increased responsibility given to a position changes the level of the position.

In the event an employee's request for level change is not supported by the employee's supervisor, such employee may approach the Position Evaluation Committee directly.

The Position Evaluation Committee shall make its recommendation to the Superintendent of Human Resources or designate.

The Association shall receive correspondence regarding the placement of new or re-evaluated positions.

- (f) Upon appointment to a higher level position, the employee will be placed on the Salary Schedule, at the new level, at least one full increment higher than their current salary. Staff who are moved to a higher level position will receive annual increments calculated from the date of appointment to the new position.
- (g) Upon appointment to a lower level or similar level position, the employee will be placed on the salary schedule at the level of the new position, at the same increment, retaining the increment date of the previous position. Staff who are moved to a lower level will retain the increment date from the higher level.
- (h) Employees returning to a lower level previously held, will at no time be placed at an increment lower than that which was previously held at the lower level.
- (i) Employees who accept a second part-time position within the bargaining unit, at the same level on the salary grid as the first, shall be paid at the same step of that level as the first part-time position, and shall retain the increment date of the first.
- (j) "Red Circling" will apply to those employees whose salary as of December 31, 1985 was greater than their 1988 Salary Schedule placement.

Note: Definition of "Red Circling" is the holding of an employee's salary at an existing amount until the salary for that position exceeds the existing amount

Definition of "Green Circling" is the maintenance of an employee's salary at an existing level and continuing to provide for negotiated increases and increments to the employee's salary until such time as the employee leaves the position and the position is reposted.

## **7.02 Day Shifts**

Day shifts are considered to be those shifts which commence not earlier than 8:00 a.m. and finish not later than 5:00 p.m.

Flexible hours of work are available, depending on circumstances, as per the Human



### 7.03 Evening Shifts

<sup>44</sup>/<sub>100052</sub> Effective January 1, 1998, a shift bonus of 52¢ per hour shall be paid for all hours worked between 4:00 p.m. and 12 midnight, with the exception that no shift bonus is payable for any part of a normal day shift.

### 7.04 Night Shifts

Effective January 1, 1998, a shift bonus of 54¢ per hour shall be paid for all hours worked between 12 midnight and 8:00 a.m.

### 7.05 Weekend Shifts

Effective January 1, 1997 any shifts scheduled on weekends after 12 midnight on Friday and before 12 midnight on Sunday, shall be compensated for at the rate of 50¢ per hour, in addition to shift bonus as covered by Article VII, 7.03 and 7.04.

### 7.06 Temporary Transfers

Any employee who is temporarily transferred to another position with full responsibility, in which the rate of pay is different from that in effect in such employee's regular position, shall be paid while so employed as follows:

- (a) If the rate of pay in the position to which the employee is transferred is less than the employee's regular pay, the employee shall receive their regular rate of pay.
- (b) If the rate of pay in the position to which the employee is transferred is higher than the employee's regular pay, the employee will be placed on the Salary Schedule at the appropriate level, at least one full increment higher than the employee's current salary (as per 7.07).
- (c) The employee increment date prior to the transfer will remain in effect throughout the term of the transfer. On the date of an approved annual increment, the calculation in **7.06 (b)** will be applied to the employee's new salary at the old level, to **determine** whether an increment adjustment at the new level is also required.

**NOTE:** This clause relates to specific transfers made by management and is not intended to cover situations where a senior person's duties are assumed by another when the senior person is on vacation.

- (d) Any ESSA member who is temporarily transferred to a position for six months or longer and within six months of leaving is awarded said position shall be credited the previous worked time to their seniority in the location and the level on the salary schedule in the new position relative to the initial step in the temporary position.
  - (e) Any increase in salary as per 7.06(b) shall take effect after the employee has completed three (3) working days in the temporary position and will be paid retroactive to the first day.
-

## 7.07 Salary Schedule

(a) Effective January 1, 1997 (35 Hours Per Week)

	Step 1	Step 2	Step 3	Step 4	Step 5
A	17,777	18,852	19,927	20,989	22,080
B	19,913	21,117	22,323	23,524	24,729
C	22,302	23,651	25,000	26,347	27,696
D	24,977	26,489	27,997	29,509	31,021
E	27,971	29,665	31,356	33,050	34,743
F	31,331	33,227	35,120	37,019	38,912
G	35,090	37,213	39,335	41,459	43,580
H	39,908	41,571	43,232	44,893	46,559
I	44,695	46,557	48,419	50,283	52,146
J	50,057	52,143	54,231	56,317	58,402

(b) Effective January 1, 1997 (40 Hours Per Week)

	Step 1	Step 2	Step 3	Step 4	Step 5
A	20,317	21,545	22,774	23,987	25,234
B	22,757	24,134	25,512	26,885	28,262
C	25,488	27,030	28,571	30,111	31,653
D	28,545	30,273	31,997	33,725	35,453
E	31,967	33,903	35,835	37,771	39,706
F	35,807	37,974	40,137	42,307	44,471
G	40,103	42,529	44,954	47,382	49,806
H	45,609	47,510	49,408	51,306	53,210
I	51,080	53,208	55,336	57,466	59,595
J	57,208	59,592	61,978	64,362	66,745

(c) Effective January 1, 1998 (35 Hours Per Week)

B.R.  
= 1820 hrs  
.05  
(d)

	Step 1	Step 2	Step 3	Step 4	Step 5
A	17,955	19,041	20,126	21,199	22,301
B	20,112	21,328	22,546	23,759	24,976
C	22,525	23,888	25,250	26,610	27,973
D	25,227	26,754	28,277	29,804	31,331
E	28,251	29,962	31,670	33,381	35,090
F	31,644	33,559	35,471	37,389	39,301
G	35,441	37,585	39,728	41,874	44,016
H	40,307	41,987	43,664	45,342	47,025
I	45,142	47,023	48,903	50,786	52,667
J	50,558	52,664	54,773	56,880	58,986

(d) Effective January 1, 1998 (40 Hours Per Week)

	Step 1	Step 2	Step 3	Step 4	Step 5
A	20,520	21,760	23,002	24,227	25,486
B	22,985	24,375	25,767	27,154	28,545
C	25,743	27,300	28,857	30,412	31,970
D	28,830	30,576	32,317	34,062	35,808
E	32,287	34,242	36,193	38,149	40,103
F	36,165	38,354	40,538	42,730	44,916
G	40,504	42,954	45,404	47,856	50,304
H	46,065	47,985	49,902	51,819	53,742
I	51,591	53,740	55,889	58,041	60,191
J	57,780	60,188	62,598	65,006	67,412

(c) Cost-of-Living Allowance

For the period of January 1, 1996 to December 31, 1996, in addition to the salary for members of E.S.S.A. under the contract for 1996, determined from the grid scale for 1996, an allowance for increase in the cost-of-living shall be paid in one lump sum, and this shall be rolled into the grid salary, prorated where necessary.

For the purpose of calculating C.O.L.A., the Consumer Price Index for Canada on December 31, 1995, shall be the base for this Agreement. For the purpose of this agreement the Allowance shall be calculated as follows:

**Calculation**

Members of E.S.S.A. shall receive a cost-of-living allowance equal to the rate of increase or decrease in C.P.I. for Canada, accurate to the nearest tenth of one percent from the base month of December 31, 1995, to the end of the contract period, December 31, 1996. The calculation shall commence when the C.P.I. increase exceeds 5.5%. The percentage arrived at will be applied to the grid salary, divided by 12 and monthly amounts thus calculated will be added to the salary payment of February 1997.

This calculation will not reflect any increase in C.P.I. beyond 8%.

(d) Hourly rates are related to the above salary schedule on the basis of salary divided by 1,820 hours. The annual salary will be prorated for those working more than or less than 1,820 hours.

7.08 (a) For the period of January 1, 1997 to December 31, 1997, payment of salaries shall take place on the following dates:

January	3	July	4
January	17	July	18
January	31	August	1
February	14	August	15
February	28	August	29
March	14	September	12
March	27	September	26
April	11	October	10
April	25	October	24
May	9	November	7
May	23	November	21
June	6	December	5
June	20	December	19

(b) For the period of January 1, 1998 to August 31, 1998, payment of salaries shall take place on the following dates:

January	2	May	8
January	16	May	22
January	30	June	5
February	13	June	19
February	27	July	3
March	13	July	17
March	27	July	31
April	9	August	14
April	24	August	28

### **ARTICLE VIII - HOURS OF WORK**

8.01 The regular work week for twelve-month, full-time employees will be thirty-five (35) hours per week, between the hours of 7:30 am. and 5:00 p.m. with up to one (1) hour for lunch.

During the summer months, commencing immediately following the last working day of June, to and including the last working day preceding Labour Day, the work week will be thirty hours (30) per week, between the hours of 7:30 am. and 4:30 p.m. with up to one (1) hour for lunch.

8.02 For Security Patrols, Supervisors of Custodial Services, Assistant Supervisors of Custodial Services, Forepersons, and Sub-forepersons, the regular work week will be forty (40) hours per week, between the hours of 7:00 am. and 5:00 p.m. with up to one (1) hour for lunch.

### **ARTICLE IX- BUS DRIVERS**

9.01 The following Articles from this agreement do not apply to Bus Drivers:

Article 7.01, 7.02 (all sections)

Article 7.07 (salary schedule only)

Article 8.01, 8.02

Article 13.10 (relating to L.T.D.)

## **9.02 Route Rate**

- (a) The route rate is defined as payment for a driver's regular assigned daily a.m. and p.m. route which may include:
- (i) warming up of the bus, clearing of snow
  - (ii) circle check
  - (iii) driving to the first student pickup
  - (iv) driving through the route to the drop-off points
  - (v) returning the bus to the designated location
  - (vi) interior and exterior cleaning, as is necessary
  - (vii) arranging for mechanical maintenance
  - (viii) fueling bus
  - (ix) plugging block heaters in during winter months

The route is deemed to be the equivalent of two (2) hours' pay.

A kindergarten route is deemed to be the equivalent of one (1) hour's pay (one-half of the Route Rate).

- (b) Effective February 3, 1997 the daily Route Rate of pay will be \$32.30.

Effective January 1, 1998 the daily Route Rate of pay will be \$38.38.

## **9.03 Hourly Rate**

The hourly rate of pay will be:

February 3, 1997- \$10.81

January 1, 1998- \$12.85

and will be considered payment for:

- (a) Previously-authorized time worked on the regular daily route in excess of two (2) hours per day, calculated to the next quarter hour.
- (b) Time worked on an excursion, calculated from the time the driver is authorized to be at the designated pickup point, until the time that the bus is returned to the designated location, to the next quarter hour; consideration being *given* to the minimum payments as listed in Article IX, 9.03 (c) (i), (ii), and (iii).
- (c) The amount paid will be the lesser of:
- (i) a minimum of one hour for an excursion connected to a regular route, or other excursion, or
  - (ii) a minimum of two hours for an excursion not connected to a regular route, or other excursion, or

- (iii) the elapsed time of more than one excursion in excess of the minimum times set out in (i) or (ii).
- (d) Fixed rates for out of town charters to known repetitive destinations will be established. These apply only where dead head runs, out or back, are created. Extraordinary circumstances such as unforeseen delays, breakdowns, etc., will be covered on an individual occurrence basis. The destinations, and the rates applicable will be posted prior to contacting eligible drivers.
- (e) On PA days where a driver with multiple panel runs loses one panel run, the driver will get his/her regular route pay.
- (f) During secondary exam days where (one) 1 or more regular runs at that site are cancelled, drivers will not be paid for the cancelled runs. Where (one) 1 or more noon hour runs are substituted, drivers will be compensated on the noon hour runs at the excursion rate. These noon hour runs will be offered on an excursion basis, starting with the drivers whose runs were cancelled, by seniority.
- (g) Extra work done **exclusive** of excursions will be paid if the amount of time is 30 minutes or greater per day.

9.04 **Cancellation of Regular Bus Service**

In the event of the cancellation of the regular bus service due to inclement weather, drivers shall be paid their regular daily Route Rate(s).

9.05 **Cancellation of Excursion**

If an excursion trip is cancelled at the pickup point, the driver shall be paid the Hourly Rate, according to the minimum times set forth in Article IX, 9.03.

9.06 **Other Services**

- (a) In the event the bus must be left for a period of time (in excess of three hours) and the driver requires transportation to home and back to the garage, payment will be made for mileage incurred, according to the Board's approved mileage rate.
- (b) Drivers will not be compensated for lunches if taken during hours submitted on time sheets, e.g. drivers on a (six) 6 hour charter is paid for 6.0 hours. Since the drivers are paid over lunch, a separate receipt for lunch may not be submitted. This only applies to day runs.

9.07 **Paid Holidays**

The following days are considered paid holidays:

*New Year's Day	Good Friday
Victoria Day	Easter Monday
*Canada Day	*Christmas Day
Thanksgiving Day	*Boxing Day
Labour Day	

\*Note: Payment for paid holidays shall be the driver's regular daily Route Rate(s) and will be paid to all drivers who have worked the regular day preceding or following the holiday.

9.08 **Sick Leave**

Payment for sick leave shall be the driver's daily route rate(s) including the Kindergarten route rate if such applies.

9.09 **Work Assignments Outside the Current Schedule**

Effective February 3, 1997, all off-campus requests received by the Board will be assigned to available E.S.S.A. Bus Drivers first on the basis of area, seniority and availability, unless there is a price disadvantage to the customer. Work will include charters, regularly assigned work, kindergarten routes, shop runs, physical education and excursions.

**ARTICLE X - OVERTIME**

10.01 Employees shall be paid at the rate of time and one-half of their regular rate for all previously authorized work performed outside of regularly scheduled working hours, on the following basis:

- (a) in excess of seven (7) hours in a day (eight (8) hours for some employees as stated in ARTICLE VIII),
- (b) for work performed on Saturday,
- (c) employees who are called back to work by their Principal/ Supervisor shall be paid a minimum of two hours at the appropriate overtime rate.

10.02 Employees shall be paid at the rate of double time of their regular rate for all previously authorized work scheduled for Sundays or for paid holidays as listed in Article XII, 12.01 and 12.02.

10.03 Employees who are scheduled to work less than a seven (7) hour day and who are required to work longer than their scheduled hours on a regular working day shall be paid at the rate of straight time for the hours worked up to and including seven (7) hours. After seven (7) hours have been worked, Article X, 10.01 applies.

10.04 (a) Nothing in this overtime provision precludes the continuation of the banking of hours arrangements prevalent in elementary school offices, whereby employees may work fewer hours than allowed by formula, offset by increased hours at peak times during the school year.

(b) The overtime provisions are not intended to provide overtime payments for school secretarial staff who work in excess of thirty-five (35) hours per week (to a maximum of forty-four (44) hours per week) on a regular basis.

10.05 (a) Staff who are required to work overtime may take time off in lieu of overtime payment. Such time, approved by the Principal/Supervisor, will be in the same manner as described in Article X, 10.01 and 10.02.

(b) When an employee takes time off in lieu of overtime payment, it should be understood that, there will be no replacement of services by temporary help.

(c) Requests for more than four (4) days at one time must be approved by the Principal/ Supervisor.

(d) Days off in lieu of overtime payment must be used by the end of the calendar year, unless otherwise approved by the appropriate Superintendent.

10.06 In situations where, because of continuing pressure of work, it is not feasible to arrange time off, the employee's Principal/Supervisor may approve overtime payment.

10.07 The hourly rate used to calculate the overtime payment shall be based on the calculation of Article VII, 7.07 (d).

10.08 On-Call Pay

Employees who are on call shall be paid on the basis of two hours per day, Monday through Friday. Saturday, Sunday and holidays shall be paid on the basis of three hours ~~per day~~ to be based on regular time.

ARTICLE XI - ANNUAL VACATION.

11.01 For all employees covered by this Agreement, vacations are calculated on the basis of years of continuous service to September 15th of the current year.

Ten-month employees vacation pay will be paid on earnings from July 1 to June 30. Twelve-month employees vacation plan will be paid on earnings from September 1 to August 31. The percentage shown applies to all employees. Twelve-month full-time employees are expected to take the number of days as paid leave days prior to December 31 of the following year. In the case of twelve-month full-time employees an amount of vacation pay, shown in the brackets, will be paid on earnings for hours worked in excess of 1820 and 2080.

The vacation plan is as follows:

<u>54</u> less than one year of service pro-rated (4%)			
01-02	1 year	— 10 days	(4.0%)
03-03	3 years	— 15 days	(6.0%)
06-03+1	6 years	— 16 days	(6.4%)
07-03+2	7 years	— 17 days	(6.8%)
08+03+3	8 years	— 18 days	(7.2%)
09-03+4	9 years	— 19 days	(7.6%)
10-04	10 years	— 20 days	(8.0%)
13-04+1	13 years	— 21 days	(8.4%)
14-04+2	14 years	— 22 days	(8.8%)
15-04+3	15 years	— 23 days	(9.2%)
16-04+4	16 years	— 24 days	(9.6%)
17-05	17 years	— 25 days	(10.0%)
21-05+1	21 years	— 26 days	(10.4%)
22-05+2	22 years	— 27 days	(10.8%)
23-05+3	23 years	— 28 days	(11.2%)
24-05+4	24 years	— 29 days	(11.6%)
25-06	25 years	— 30 days	(12.0%)

11.02 If a paid holiday occurs during an employee's vacation, a day in lieu of the holiday will be given either in conjunction with the employee's vacation or at a time mutually agreed upon.

11.03 Should an Employee be on sick leave preceding a vacation, and such illness is expected to





The cost of the premium to be paid in the following manner:

90% by the Employer (\*pro-rated where applicable) and 10% by the employee.

\*See Human Resources Procedures Manual.

### **13.02 Basic Group Life Insurance and Accidental Death and Dismemberment**

(a) Employees may select either \$2,000 or \$25,000.

(b) The cost of the premium to be paid in the following manner:

90% by the Employer (\*pro-rated where applicable) and 10% by the employee.

(c) Every new employee is required to participate in this plan.

\*See Human Resources Procedures Manual.

In addition to the basic group life insurance, Employees insured for \$25,000 basic life insurance may have an optional amount of insurance in increments of \$10,000; from \$10,000 up to and including \$210,000 in the 1992 Agreement period.

### **13.03 Dental Plan**

(a) The cost of the premium of this basic dental plan is to be paid in the following manner:

90% by the Employer (\*pro-rated where applicable) and 10% by the employee.

(b) Every new employee who is not enrolled in a dental plan is required to participate in this plan.

\*See Human Resources & Educational Resources Procedures Manual.

13.04 The plans will be administered through the Board office and premiums will be handled by payroll deduction.

13.05 Any improvements in group insurance benefits granted by The Waterloo County Board of Education to custodial or teaching staff, shall automatically be reflected in this Agreement.

13.06 On the death of a member covered **by** this Agreement, the Employer will continue Extended Health and Dental coverage for the eligible spouse/ dependent(s) of the deceased member of staff, for a maximum period of two years, on payment of 100% of the premium-cost.

13.07 Pensioners are eligible to remain on the group billing for Extended Health Care Benefits and Dental coverage on payment of 100% of the premium cost.

13.08 On the death of a pensioner who has retained Extended Health Care Benefits and Dental coverage the eligible spouse/dependent(s) is eligible to continue such coverage for a maximum period of two years, on payment of **100%** of the premium cost by the deceased pensioner's spouse/dependent(s).

13.09 (a) Effective January 1, 1985, twelve-month, full-time employees under this Agreement will be covered under O.M.E.R.S. Type I Supplementary Pension Plan. This plan

provides additional service credits for those years of employment with Waterloo County predecessor Boards which took place prior to the employee's enrolment in the basic O.M.E.R.S. Plan.

Effective January 1, 1988, part-time employees under this Agreement will be covered under O.M.E.R.S. Type I Supplementary Pension Plan, if they meet the criteria for qualifying as set out in the O.M.E.R.S. Plan as administered by the Board.

### 13.10 Long-Term Disability Plan (L.T.D.)

- (a) Cost of the premiums to be paid 100% by the employee.
- (b) All employees hired by the employer, after June 1, 1987 as E.S.S.A. or E. S. S .A. Related staff, save and except those employed as Bus Drivers, are required to join this plan.
- (c) The Plan will be administered by the Association. Premiums will be deducted through the payroll deduction process and forwarded by the employer to the designated insurer under the payment schedule required by the insurer and approved by the Association.

## ARTICLE XIV - CUMULATIVE SICK LEAVE

14.01 S i c k l e a v e f o r t w e l v e - v shall be based on an allowance of two days per month and the unused portion shall accumulate to a maximum of two hundred and sixty (260) days.

Sick leave for twelve-month part-time employees shall be based on an allowance of two days per month and the unused portion shall accumulate to a maximum of two hundred and sixty (260) days.

14.02 Sick leave for ten-month full-time employees shall be based on an allowance of two days per month. Effective September 1, 1985, the unused days shall accumulate to a maximum of two hundred and twenty (220) days.

Sick leave for ten-month part-time employees shall be based on allowance of two days per month effective January 1, 1986 and the unused days shall accumulate to a maximum of two hundred and twenty (220) days.

Payment for sick leave shall be on the basis of the number of hours worked per week divided by five and multiplied by the appropriate hourly rate in order to establish the sick leave daily rate.

14.03 Any employee who is or has been absent due to illness shall, when required by the Employer, produce a statement from a qualified medical practitioner attesting to such illness.

The Employer may also require a statement from the Employer's Physician indicating that the employee is fit to assume regular duties, Requests for such statements shall be handled by the Superintendent of Human Resources or designate.

14.04 (a) When an Employee has submitted a claim to the Workers' Compensation Board, the Employer will pay the Employee's salary as usual during the absence and the Employee's accumulated sick leave account will be charged one full day for each day

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absent until the Employee's accumulated sick leave has expired or until the Workers' Compensation Board renders a decision, whichever comes first.

- (b) Should the Workers' Compensation Board accept the claim, the Employee's accumulated sick leave account will be adjusted within 15 working days of the Employer receiving written confirmation from the Workers' Compensation Board, to reflect a deduction of one-tenth of the days absent. The Workers' Compensation Allowance for such absence will be paid to the Employer. When the Employee's accumulated sick leave account has expired, the Workers' Compensation Allowance will be paid by the Workers' Compensation Board directly to the Employee and the Employee will be placed on an approved leave of absence, without pay.
- (c) Should the Workers' Compensation Board reject the claim, the Employee's accumulated sick leave account will continue to be charged one full day for each day absent until the Employee returns to work or until the Employee's accumulated sick leave account has expired, whichever comes first. At the expiration of the Employee's accumulated sick leave, the procedure outlined in Article XIV, 14.05 will apply.
- (d) Should the Employee's accumulated sick leave account expire before the Workers' Compensation Board renders a decision, Human Resources will meet with the Employee to outline the options available until a decision is rendered. Where possible, Human Resources will meet with the Employee prior to the Employee's accumulated sick leave expiring.
  - (i) Option 1: The Employer will continue to pay the Employee's salary as usual and should the Workers' Compensation Board reject the claim or should the Employee elect not to claim compensation, any overpayment made by the Employer to the Employee will be recovered from the Employee by the Employer. If the Employee is unable to work, the procedure outlined in Article XIV, 14.05 will apply.
  - (ii) Option 2: The Employer will continue to pay the Employee's salary as usual and should the Workers' Compensation Board accept the claim, the procedure outlined in Article XIV, 14.04 (b) will apply.

14.05 At the expiration of an employee's sick leave benefits, the Employer shall receive from the Employer's physician and if necessary from a medical specialist, a statement which will indicate one of the following:

- (a) The employee should be able to resume regular duties with the employer. The employer is prepared to grant a leave of absence for illness for up to one (1) year under the circumstances referred to in 14.05 above and will guarantee to hold the employee's position for that period of time.
- (b) The employee is sufficiently disabled so as to be unable to carry out any duties with the employer and should, therefore, be receiving benefits under the Association's Long-Term Disability Plan. For employees not participating in the Long Term Disability Plan, the employer has the right to terminate any employee unable to return to work.

The employer agrees to hold the employee's position, or a similar position in duties and salary, for a period of up to two years. After two years on Long-Term Disability, if medical opinion indicated that the employee is permanently disabled, the employee may be terminated. If, in the opinion of the physician(s) the employee is not permanently disabled, the Board may grant a leave of absence for a specific period of time.

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**ARTICLE XV - BEREAVEMENT LEAVE**

15.01 (a) Leave without loss of pay for up to five (5) working days, depending upon circumstances, may be given for a bereavement in the immediate family which shall include:

- I      Father                  Son
- Mother                Daughter
- Sister                  Stepson
- Brother                Stepdaughter
- Spouse                  Ward
- Stepfather              Fiance(e)
- Stepmother

(b) Leave without loss of pay for up to three (3) working days, depending upon circumstances, may be given for a bereavement in the immediate family which shall include:

- Grandfather              Daughter-in-law
- Grandmother              Son-in-law
- Stepsister                Guardian
- Stepbrother                Brother-in-law
- Father-in-law              Sister-in-law
- Mother-in-law              Grandchild

(c) Additional leave without loss of pay for up to two days may be granted under (a) and (b) for travel time, only if such is required.

(d) Leave without loss of pay for bereavement of aunt, uncle or close personal friend subject to the conditions outlined in Article XVI - Leave of Absence, 16.01 (a).

**ARTICLE XVI - LEAVE OF ABSENCE**

16.01 An employee shall be entitled to leaves with pay and without loss of seniority for up to three (3) working days per year for the following purposes and subject to the restrictions indicated:

- (a) Bereavement leave for aunt, uncle or close personal friend as outlined in Article XV, 15.01 (d) to a maximum of two (2) working days per year.
- (b) Writing examinations, but not including preparation time, to a maximum of two (2) working days per year.
- (c) Attendance at graduation ceremonies from a post-secondary institution when the employee, employee's spouse and/or children are recipients of a degree, to a maximum of one (1) working day per year.

16.02 An employee may be granted leave of absence with or without loss of pay and without loss of seniority on the following basis:

Written application for such leave showing good and sufficient reason for leave must be submitted to the Superintendent of Human Resources, for approval, two (2) months prior to the date on which the leave is to commence. A shorter notice period will be acceptable under extenuating circumstances.

- 16.03 Any employee who is required to act as a juror or court witness, will be granted the necessary leave of absence, without loss of pay or seniority provided that the payment the employee receives from the court, exclusive of expenses, is turned over to the Employer.
- 16.04 An employee may be granted one day parental leave without loss of pay, such day to be taken either at the time of birth or to help in the home upon arrival of a newborn or adopted child.
- 16.05 An employee is entitled to be released to attend to an important personal matter, to a maximum of one day per year. Application for this day will be made through the employee's immediate supervisor. A reason is not required to be given for this personal day .

It shall be understood that, in all cases, such absences shall not require replacement personnel and will be at no additional cost to the Board.

- 16.06 An employee is entitled to leave without loss of pay and without deduction from the sick leave account for up to one day 'due to illness of father, mother, child or spouse until suitable nursing help may be obtained, to a limit of one day per year.

- 16.07 Leave to observe religious holy days:

- (a) Only religious holy days which fall on a work day where the employee is forbidden to work by the employee's religion will be considered.
- (b) Employees applying for such religious holy days will give one (1) month's notice to the Director of Education through the immediate supervisor of the pending religious holy day(s).
- (c) Leave to observe religious holy days will be limited to a maximum of three (3) days with pay and without deduction from the accumulated sick leave account. Days in excess of three (3) will be without pay.

- 16.08 Maternity Leave shall be granted as provided by The Employment Standards Act and the regulations established thereunder.

The Employer's share of contributions for benefits covered under Article XIII shall be paid on behalf of the employee for the statutory portion of the Maternity Leave.

Sick days may be used for leave prior to the maternity leave, with a statement from a qualified medical practitioner attesting to the need.

An employee may request a pre-natal leave or a post-natal leave; such a request shall be granted if the terms are mutually agreeable to the employee and the Employer or its agent. The leave, including the statutory portion, shall not normally exceed one (1) year and shall be without pay and without loss of seniority.

- 16.09 Adoptive Leave shall be available to an employee who adopts a child. Advance notification of at least three months shall be given to the Employer of the intent to adopt on the understanding that it may be necessary for the employee to leave immediately if a child becomes available. Other provisions as stated in 16.02 would apply in the case of the adoption of a child.

## **16.10 Supplemental Unemployment Benefit Plan**

During a period of pregnancy leave the Board will pay for the first two weeks, payments equivalent to 60% of the salary that would have been received if the employee had not been on leave.

## **ARTICLE XVII - DEFERRED SALARY LEAVE PLAN**

### **17.01 Description**

The Deferred Salary Leave Plan has been developed to afford employees the opportunity of taking a leave of absence for one (1) year and to finance the leave through deferral of salary. Normally, the deferral of salary is effected over a five (5) year period by the employee's **accepting** a percentage reduction of the proper grid salary and any applicable allowances in each of four (4) years.

The remaining percentage of salary and allowances is retained by the Board and accumulated at interest, and payment is deferred until the 5th year which is the year of leave. An employee may select a 2 year, 3 year, 4 year, 6 year, or 7 year leave plan, instead of 5 year, with the percentage adjustments calculated accordingly.

### **17.02 Eligibility**

Any permanent employee with the Board who has completed at least five (5) years' continuous service prior to making application is eligible to participate in the Plan subject to the approval of the Superintendent of Human Resources or designate.

### **17.03 Application and Approval**

- (a) An employee must make written application to the Superintendent of Human Resources on or before January 31st, in any calendar year, requesting permission to participate in the Plan, and indicating choice of a 2,3,4,5, or 6 year Plan and year of leave desired.
- (b) Written acceptance, or denial with explanation, of the employee's request, will be forwarded to the employee by May 1st in the school year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Board or designate.

### **17.04 Salary Deferral**

- (a) In each year of membership in the Plan preceding the year of leave, an employee will be paid a reduced percentage of both the regular grid salary and any applicable allowances.

The remaining percentage will be retained by the Board and deposited at interest in an individual trust account for the employee, and will be paid to the employee in the year of leave.

- (b) The calculation of interest under the terms of this plan shall be done in accordance with the practice of the Financial Institutions with which the Board deals on a day-to-day basis. The trust account so established shall be at the optimum rate obtainable.

- (c) While an employee is enrolled in the Plan and not on leave, any benefit tied to salary level shall be structured according to the salary the employee would have received had the employee not been enrolled in the plan.

#### **17.05 Leave**

- (a) Leaves granted under this Plan shall be for a year.
- (b) The leave of absence will be taken in the second year of a 2-Year Plan, the third year of a 3-Year Plan, the fourth year of a 4-Year Plan, the fifth year of a 5-Year Plan, the sixth year of a 6-Year Plan or the seventh year of a 7-Year Plan.
- (c) Should an employee wish to take the leave in any year prior to the final year of the Plan selected, the employee must make application to the Superintendent of Human Resources for such change before January 31 of the year of the proposed leave. Upon approval by the Board of this request, the employee shall be paid during the leave any deferred salary plus accumulated interest from the trust account in the employee's name.
- (d) In the event that a suitable replacement cannot be obtained for an employee who has been granted a leave, the Board may defer the year of leave. by giving the employee written notice at least four (4) months before the date of commencement of the leave.
- (e) In such a case the employee may choose to withdraw from the Plan and receive the money in the trust account or to continue in the Plan allowing the monies in the trust account to accumulate interest until the leave of absence is granted.

#### **17.06 Salary and Benefits - Year of Leave**

- (a) In the year of the leave the Board shall pay to the employee the total of the deferred salary plus all accrued interest in installments conforming to the regular pay periods and proportional amounts set forth in the Collective Agreement in effect for the year of leave or in one or two lump sums if requested by the employee.
- (b) The Board shall deduct the amounts required for Income Tax, Unemployment Insurance, Canada Pension, Superannuation, and any benefits in the Collective Agreement.

The amount deducted for pension will be controlled by rulings as received from O.M.E.R.S. and Revenue Canada.

The amount calculated will be held at interest in the trust account to be paid to the employee on return from leave.

The employee will remit the appropriate amount to O.M.E.R.S. in accordance with the regulations.

- (c) Group Life Insurance, Accidental Death and Dismemberment, Supplemental Health Plan, and Dental Plan benefits will be kept in force by the Board during the employee's leave of absence; however, the total premium costs during the leave will be paid by the employee.
- (d) Sick leave credits will not accumulate during the year of the leave.



- (e) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to the year of leave had the employee not been enrolled in the Plan.

### **17.07 Return from Leave**

On return from leave, the employee is guaranteed the position held prior to the commencement of the leave subject to the provisions of the Agreement with respect to layoff and recall. On return to duty, the employee will be placed on the salary grid at the same position as the employee would have been at the commencement of the leave.

### **17.08 Withdrawal from the Plan**

- (a) An employee may withdraw from the Plan at any time prior to taking the leave of absence by notifying the Superintendent of Human Resources in writing before May 1st prior to commencement of the leave.
- (b) Upon withdrawal, all the salary deferred plus accumulated interest in the trust account, less \$200. of said account, shall be paid to the employee. Payment shall be made as soon as possible after receiving notification of withdrawal. At the discretion of the Director of Education or designate, the \$200. service levy may be waived for compassionate reasons.
- (c) Should an employee die while participating in the Plan, any monies accumulated in the trust fund plus accrued interest will be paid to the estate of the deceased employee.

### **17.09 Memorandum of Agreement**

An employee wishing to participate in the Plan shall be required to sign an agreement prepared by the Board before final approval for participation will be granted.

## **ARTICLE XVIII - RETIREMENT GRATUITY**

18.01 Upon retirement on an O.M.E.R.S. Pension or at normal retirement age as defined by Board Policy, an employee of ten or more years of consecutive service with The Waterloo County Board of Education or its predecessors shall be eligible for a Retirement Gratuity calculated on the following basis:

- \*( 1) From September 1, 1977 full accumulation of sick leave days will be permitted for Retirement Gratuity purposes only (prorated where applicable).

\*Sick leave days for sick leave purposes only will accumulate in a separate account and will not exceed a maximum accumulation of two hundred and sixty (260) days for twelve-month employees and two hundred and twenty (220) days for all other employees.

- (2) The daily rate shall be 1/260 of the starting salary for Level D position.
- (3) The calculation shall be **\*\*RSLD/2 x (1/260 of the starting salary Level D)** to a maximum of one half of maximum salary of Level E or one half the employee's salary in the last year of employment, whichever is less.

**\*\*RSLD = Retirement Sick Leave Days.**

- (4) Employees with twenty or more years of service with the Employer and/or its predecessors will under no circumstances, receive less than ten per cent of their annual salary.
- (5) Payment of the Sick Leave Credit Retirement Gratuity may be made by a method mutually agreeable to both the Employer and to the employee and consistent with legislative requirements.
- (6) If an employee's employment is terminated by reason of disability in accordance with Article XIV, any unused retirement gratuity sick leave days accumulated will be held in reserve for retirement gratuity purposes if and when the employee is eligible for such benefits.
- The Retirement Gratuity calculation will be based on the salary schedule which existed at the time employment was terminated.
- (7) In the event of the death of an employee after ten or more years of consecutive service, the amount of Sick Leave Credit Retirement Gratuity that would have been paid to the employee if the employee had retired on the date of death shall be paid to the employee's estate.
- (8) The Retirement Gratuity will be paid one time only.

**NOTE**

- (i) This sick leave credit retirement gratuity plan is agreed upon saving any rights which the employee or the Employer may have acquired prior to this date under and by virtue of subsection 8, Section 84 of Bill 44 - An Act To Amend The Secondary Schools and Boards of Education Act.
- (ii) An employee will not receive less retirement gratuity than provided under the 1977 N.A.S.A. Agreement.

**ARTICLE XIX - SENIORITY**

The rules herein respecting seniority and competence are designed to give employees security based on length of service with the Employer.

- 19.01 An employee, while in their probationary period, shall have no seniority rights. After completion of their probationary period, seniority shall date back to the date on which the probationary period began.
- 19.02 Seniority, as referred to in this Agreement, shall mean length of continuous service in an E.S.S.A. position in the employ of the Employer. This seniority will be applied to all Articles in this Agreement. This includes service given to the Employer and its predecessors. Such service will be calculated on a pro-rated basis as follows:

Full credit for years worked (pro-rated for hours and months)

Calculation:

$(\# \text{ of hours worked } / 35) \times (\# \text{ of months } ** / 12) = \text{Value of seniority for that year}$

Seniority = Sum of each year of continuous employment.

\*\* # of months calculated by # of days if not a full month  
e.g. 10 hours per week, 10 months per year =  $10/35 \times 10/12 = .238$  year

Note: 1 F.T.E. cannot exceed 35 hours per week in calculation.

19.03 An employee shall accumulate seniority under any of the following conditions:

- (a) While the employee is at work for the Employer after completion of the probationary period as set out in Article XIX, 19.01.
- (b) During any period when the employee is prevented from the performance of duties for the Employer by reason of injury arising out of and in the course of employment for the Employer, and for which the employee is receiving compensation under the provisions of The Workers' Compensation Act.
- (c) During any absence due to medically certificated illness or leave of absence for which the employee has written approval.
- (d) In the event an employee is or has been temporarily or permanently promoted or transferred to a position outside the Association and is returned to a position within the Association, the employee shall be credited with the seniority held at the time of transfer out of the Association.
- (e) Employees transferring into the Association and who were performing an Association position on a temporary basis prior to January 1, 1997 shall retain their seniority based on length of continuous service with the Employer and its predecessors (prorated where applicable).

19.04 In all cases of <sup>27/a</sup> promotion and of <sup>27/e</sup> posted positions, the following factors shall be considered:

Skill, competency, efficiency, reliability, training, experience, seniority and past work record with the Employer.

19.05 In layoffs and recalls after layoffs, seniority shall govern provided the employee or employees concerned have relatively equal skill, ~~competency~~, efficiency and do the work required.

19.06 Seniority shall terminate when an employee:

- (a) Quits for any reason.
- (b) Is permanently promoted or transferred outside the bargaining unit.
- (c) Is discharged and is not reinstated through the Agreement's procedure or arbitration.
- (d) Has been on a layoff for a continuous period of twelve (12) months.
- (e) Has been on layoff for a continuous period of less than twelve (12) months and who, when notified to return to work by registered mail or telegram addressed to the last known address the employee has recorded with the Employer, fails to notify the Employer within five (5) working days that the employee returns to work as soon as possible after receiving notice and in any event within seven (7) calendar days of the

mailing or other communication of such notice.

- (f) Fails to return to work immediately after the expiration of a leave of absence unless an extension of such leave is approved by the Employer.
- (g) Is absent from work without authorization from the Employer.
- (h) Is adjudged unable to return to work according to Article XV, 15.05.

#### 19.07 Placements of Surplus Employees and/or Layoffs and Recall

This Article would be effective date of signing this contract period January 1, 1997 to August 31, 1998.

##### (a) Placement of Surplus Employees

Full-time employees in position declared surplus in whole or in part to their location(s) and who maintain full-time equivalent hours in their job classification will not be eligible for the placement and recall procedures outlined in Article XIX, 19.07.

Employees in position declared surplus to their location(s) in whole or in part (more than three (3) hours of work per week over the last two (2) consecutive years) will first be offered vacant positions for the same amount of time declared surplus.

##### (b) Placement and Recall Guidelines:

If there are no suitable vacancies, then the displacement process begins using the following guidelines:

- i) A part-time employee can only displace a part-time employee and a full-time employee can only displace a full-time employee.
- ii) There shall be no right of an employee to displace an employee in a position with a higher job code (level).
- iii) Where an employee is displaced/placed under these procedures, the employee may apply for future job posting(s).
- iv) In cases of lay-off which include employees who have qualifications in specialized job function(s) which remain a job requirement, such employees will not be laid off unless more senior members of the Association, who would otherwise be laid-off, are qualified to perform the specialized job function(s), or can become qualified by on-site training as referred to in Article XIX, 19.07 (c)(v).
- v) In cases of recall where the work which becomes available is of a specialized job function(s), the most senior member of the Association on the lay-off list qualified and capable of performing the specialized job function(s) will be recalled.
- vi) An employee may only “displace” or be recalled to a position when, in the judgment of the Employer, after consultation with the Association, that employee has the essential qualifications, skills and ability to successfully perform in the identified position.

- vii) Probationary employees do not have the right to the Placement and Layoff procedure and will not be included in a layoff/recall list.
- viii) For the purpose of this article, a ten-month employee shall not be deemed to be laid off from a position and thus, not entitled to exercise the Placement and Layoff procedure if the lay-off is related to normal school vacation periods (i.e. Christmas, mid-winter and summer).
- ix) Seniority lists will be prepared by job classifications/job codes (Appendix A).
- x) An employee shall not be laid off while there is a temporary hourly replacement (THR) in a position that the employee is qualified and capable of performing.

(c) Placement and Lay-off Procedure

- i) The number and location of surplus positions will be identified by the employer.
- ii) Positions which remain vacant due to resignations or retirements will be deemed to be positions held by the least senior employee in their respective job classification. These positions may be filled by those employees declared surplus with the same job classification or higher, subject to their qualifications, skills and ability to successfully perform the required work.
- iii) The junior employee in the classification affected within a location (department/site) shall be displaced assuming the remaining employees have the essential qualifications, skills and ability to successfully perform the required work.
- a iv) The displaced employee will have the right to displace the most junior employee in the same job classification for which the displaced employee has the essential qualifications, skills and ability to successfully perform the required work.

If there is no such junior employee whom the displaced employee can displace, the displaced employee can then seek to displace the most junior employee in the same job code for which the displaced employee has the essential qualifications, skills and ability to successfully perform the required work.

If there is no such junior employee whom the displaced employee can displace, the displaced employee can then seek to displace the most junior employee in the next lowest job code for which the displaced employee has the essential qualifications, skills and ability to successfully perform the required work, and so on, if still not successful, to the next lowest job code(s).

The displaced employee's salary will remain equal to the job code for the position they held prior to displacement until the employer offers the employee a position in the previous job code. Should the employee choose to continue in the lower job code position, the employee's salary will be equal to the job code for the position as outlined in the Agreement.

- v) The employer and the Association will meet to discuss whether on-site experience will allow a displaced employee to be considered qualified to successfully perform the required work. Where it appears to the employer that on-site training

will allow the senior employee to be considered qualified to successfully perform the job, on-site training may be made available.

- vi) After this procedure has been exhausted, the most junior displaced employee is subject to layoff.

(d) Recall Procedures

- i) Human Resources will recall employees on the basis of seniority and essential qualifications, skills and ability to perform successfully in the vacant position. A vacant position is considered one which has been posted for Association employees only and for which no suitable, qualified candidate has been selected. Employees will be recalled only to positions at or below their job code(s).
- ii) If an employee does not accept the vacant position, that employee is considered to have waived their right to recall confirming their termination of employment from the employer unless the vacant position is at a level below the last position held by the employee with the employer.
- iii) If a vacant position goes to second internal posting and is at a higher level than the last position held by any of the employees on the recall list, then the employee(s) on the recall list will have the right to apply for the position.
- iv) If the employee's recall rights expire, and the employee has not been successful in obtaining a position, written notice of termination will be given by the Superintendent of Human Resources or designate.
- v) Employees subject to recall rights shall be placed in a staffing pool to be considered for any temporary positions covered by the Association prior to the use of temporary hourly replacements (THR's). Employees on the recall list who are placed into temporary positions will be paid at the job code of the temporary position.
- vi) If an employee has been laid off and works in a temporary position with the employer, the employee's effective date of layoff will commence on the termination date of the temporary position. The temporary position shall not affect the employee's previous job code. The employee shall have access to recall procedures during the temporary position.

**ARTICLE XX - ASSOCIATION GRIEVANCE COMMITTEE**

- 20.01 The Employer recognizes the Association's Grievance Committee which shall consist of not more than three members of the Association, exclusive of the Grievor. Members of the Association Grievance Committee must be employees with seniority.
- 20.02 The Employer undertakes to instruct all members of its supervisory staff to co-operate with the members of the Grievance Committee in the carrying out of the terms and requirements of this Agreement.
- 20.03 The Association undertakes to secure from its officers and members, their co-operation with the Employer and with all persons representing the Employer in any supervisory capacity.

## **ARTICLE XXI - GRIEVANCE PROCEDURE**

21.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

21.02 No grievance shall be considered:

- (a) which usurps the function of management, as set out in this Agreement; or
- (b) where the circumstances giving rise to it occurred or originated more than ten (10) working days before the filing of the grievance with the exception of an employee's allegation of unjust dismissal or discipline, in which case no grievance shall be considered where the circumstances giving rise to it occurred or originated more than thirty (30) working days before the filing of the grievance.

It is understood that an employee has no grievance until the matter has been referred to the employee's immediate supervisor and an opportunity given to adjust the complaint.

21.03 A grievance of an employee properly arising under this Agreement, including an employee's allegation of unjust dismissal or discipline, shall be adjusted and settled as follows:

### **STEP NO. 1.**

The aggrieved employee shall present the grievance in writing to the immediate supervisor who is outside of the Bargaining Unit and shall submit a copy of such grievance to the Employer's Human Resources Branch. The written grievance, signed by the employee, shall include:

- (a) the nature of the grievance,
- (b) the section(s) of the Agreement alleged to have been violated,
- (c) the remedy sought.

The employee may have the assistance of a member of the Grievance Committee. The supervisor shall notify the employee in writing of the decision. If a settlement satisfactory to the employee concerned is not reached within five working days (or any longer period which may be mutually agreed upon) the next step in the grievance procedure must be taken within five working days.

### **STEP NO. 2.**

The aggrieved employee may submit the grievance in writing to the Superintendent of Human Resources or designate who shall consider such grievance in the presence of the aggrieved employee and the supervisor, and render the decision in writing. The aggrieved employee may have the assistance of a member of the Grievance Committee. The Manager of Personnel or designate may be present if so required by the Superintendent of Human Resources or designate. Should no settlement satisfactory to the employee be reached within five working days, the next step in the grievance procedure must be taken within five working days.

### **STEP NO. 3.**

The aggrieved employee may submit the grievance in writing to the Director of Education who shall consider such grievance in the presence of the aggrieved employee and render the decision in

writing within a period of five working days (or any longer period which may be mutually agreed upon).

A member of the Grievance Committee may be present at this stage at the request of either party. The aggrieved employee's supervisor and/or the Superintendent of Human Resources or designate may be present if so required by the Director of Education.

21.04 If a final settlement of the grievance under Item 21.03 hereof is not completed within ten working days after the reply is received in STEP NO. 3 above, the grievance may be referred by either party to Arbitration as provided in ARTICLE XXII hereof.

21.05 In the event of the reinstatement of an employee who has been suspended or discharged, such employee shall be reinstated to their former position and shall not suffer loss of seniority and shall receive their regular salary for the period of suspension or discharge, or shall be subject to such other settlement as deemed appropriate by the parties.

## **ARTICLE XXII - ARBITRATION**

22.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all of the steps of the grievance procedure outlined in ARTICLE XXI, and which has not been settled, will be referred to a Board of Arbitration at the request in writing of either of the parties hereto.

22.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Association and a third person to act as Chairperson, chosen by the other two members of the Board.

22.03 Within five (5) working days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

22.04 Should the two appointees fail to agree on a third person within five (5) working days of the notification mentioned in Article XXII, 22.03, the Minister of Labour for the Province of Ontario will be asked to appoint a Chairperson forthwith.

22.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be final and binding on both parties. If there is no majority decision, then the decision of the Chairperson shall govern.

22.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision.

22.07 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and of its own witnesses, and the parties will jointly bear the expenses of the Chairperson.

22.08 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

22.09 Where both parties agree, a single Arbitrator may be substituted for an Arbitration Board.

In such case, the parties shall endeavour to agree on the selection of an Arbitrator, and in the event that they fail to do so, the Minister of Labour will be asked to nominate an Arbitrator in accordance with the provision in Article XXII, 22.04.



**ARTICLE XXIII - MANAGEMENT - ASSOCIATION GRIEVANCES**

23.01 It is understood that the Employer may bring forward at any meeting held with the Association Grievance Committee, any complaint with respect to the conduct of the Association, its officers or members, or any complaint that a contractual obligation undertaken by the Association has been violated, and that if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance. Such grievance shall be referred to the Executive of the Association within five (5) working days of the circumstances giving rise to the grievance.

The Executive of the Association shall reply in writing within a period of five (5) working days of receipt of such grievance. Failing a satisfactory settlement, the grievance may be referred to Arbitration in accordance with Article XXI, 21.04 and ARTICLE XXII.

23.02 Should any difference arise between the Employer and the Association as to the interpretation of alleged violation of the provisions of this Agreement affecting the Association as such, the Association shall have the right to bring forward at any meeting held with the Employer under the grievance procedure, any such complaint

If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance at STEP NO. 3 and referred to Arbitration in the same way as the grievance of an employee.

No such grievance shall be filed with respect to the same subject matter that is already the subject of a grievance filed by an employee under Article XXI, nor shall any grievance be filed by an employee with respect to the same subject matter that is already the subject of a grievance filed by the Association under the Article.

23.03 Employer and Association grievances must be filed within ten working days of when the circumstances giving rise to the grievance occurs, but not thereafter.

**ARTICLE XXIV - NO STRIKES OR LOCKOUTS**

24.01 The Association agrees that during the term of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, and the Employer agrees that there will be no lockout, "Strike" and "lockout" shall be as defined in the Labour Relations Act.

24.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown during the term of this Agreement.

**ARTICLE XXV - TRAVEL ALLOWANCE**

25.01 Travelling allowances for Employees travelling between schools shall be as per Board policy.

Travel allowances for maintenance trips shall be according to Board policy plus 1.2¢ per kilometer for employees who are authorized by the Manager of Plant operations or Manager of Plant Maintenance and Construction to use their vehicle for carrying tools and equipment. In addition, employees who are authorized by the Manager of Plant Operations or Manager of Plant Maintenance and Construction to use their car on a regular basis for carrying tools and equipment shall be paid a sum of \$125.00 per annum for such use; this amount to be paid on or before the end of September each year.


## **ARTICLE XXVI - EFFECTIVE PERIOD**

- 26.01 This Agreement shall be in effect from January 1, 1997 to August 31, 1998 and shall apply to all employees covered by this Agreement who were in the employ of the Employer for any part of the Agreement period.
- 26.02 Unless either party gives to the other party written notice of termination or of a desire to amend this Agreement, it shall continue to be in effect for a further year without change and so on from year to year thereafter.
- 26.03 Notice that amendments are required or that either party intends to terminate the Agreement may be given only within a period of one hundred and twenty days (120) prior to the expiration date of this Agreement or any anniversary of such expiration date.
- 26.04 If a notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating within twenty days of the giving of such notice, if requested to do so.

**LETTER OF UNDERSTANDING**

**RETIREMENT SAVINGS PLAN**

With respect to the Retirement Savings Plan, as set up by OSSTF-District 24, through the Ontario Teachers Group, the parties agree that the Board will permit payroll deductions at no additional cost to the Board.



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Educational Support Staff Association



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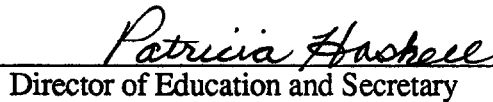
The Waterloo County Board of Education

SIGNATURES

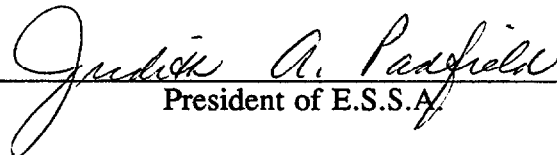
**DATED AT KITCHENER, ONTARIO THIS 16TH DAY OF DECEMBER, 1997**

Signed and agreed on behalf of The Waterloo County Board of Education

  
Chairperson of the Board

  
Director of Education and Secretary

Signed and agreed on behalf of the Educational Support Staff Association

  
President of E.S.S.A.

  
Chair of  
E.S.S.A. Negotiating Committee

  
Secretary of E.S.S.A.

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## APPENDIX A

The following are the job classifications and job codes:

<u>Job Code</u>	<u>Job Classification</u>
A	Clerk
B	Clerk Operator Switchboard Operator
<b>BUS-DIR</b>	Bus Driver
C	Clerk (C) Continuing Education Secretary Intake Facilitator Offset Operator Receptionist Secretary Elementary 10mos. Secretary Secondary 10mos. Secretary Secondary 12 mos. Secretary Health & Safety Secretary Materials Secretary - Occl. Tchr. Secretary Std. Act. Secretary WP Operator Stockkeeper
D	Assistant Supervisor A/P Assistant Supervisor Dis. Assistant Supervisor Printing Buyer Clerk (D) Clerk (D) Absence Clerk Accounting Clerk (D) - Budget Clerk (D) Internal Audit Continuing Education (D) ILE Dispatcher Media Technician SS Offset Operator Spec. Operator (D) Secretary (D) Secretary Communications Officer Secretary Consultants and Coordinators Secretary Continuing Education Secretary Counselling Secretary Elementary Secretary Finance Secretary Grants Officer Secretary Library Secretary Manager Employee Assistance Secretary Manager Personnel

Job Code

Job Classification

**D (cont'd)**

Secretary Manager Plant  
Operations  
Secretary Manager Transportation  
Secretary Plant Maintenance  
Sec Recruitment  
Secretary Secondary  
Secretary Serv-II  
Secretary Supervisor Purchasing  
Secretary Support Comp.  
Secretary Special Education  
Secretary Teacher Comp.  
Security Patrol  
Senior Dispatch  
Technician (D)  
Technician Prev. Mtc.  
Technician Type Serv.

**E**

Assistant Office Supervisor  
Computer Applica  
Computer Service Technician  
DSL - Elementary Secretary  
Field Service Technician  
Library Technician  
Media Production Technician  
Secretary (E)  
Secretary Care & Treat.  
Secretary Comp. Elementary  
Secretary - Elementary  
Secretary Employee Benefits  
Secretary Executive Assistant  
Secretary Learning Resources  
Secretary Rentals  
Secretary - Sr. Elementary Sch.  
Staffing Assistant  
Supervisor Education Centre  
Systems Assistant  
Technician (E)  
Telecom Analyst  
Trans. Route Planner

**F**

Assistant Supervisor Custodial  
Buyer  
Environment Officer  
Network Analyst  
Office Supervisor Sec. Sch.  
Office Systems Supervisor  
Planning Technician  
Res. Asst. Outdoor Education  
Res. Sched. Mtc.  
Secretary (F)  
Secretary to Superintendent  
Senior Draftsperson  
Senior Service Technician  
Security Officer



<u>Job Code</u>	<u>Job Classification</u>
F (cont'd)	Service Technician Comp. Staff Assistant (F) Software Technician Supervisor Accounting Supervisor Assessment Supervisor Budget Control Supervisor Media Production Supervisor Payroll Supervisor Records Supervisor Staffing Technician Tech. Analyst (F) Tech. Sp. Prod. Waste Management Officer
G	Assistant Supervisor Comp. Assistant Supervisor Media Computer Tech. Analyst Grounds Foreperson Maintenance Foreperson Network Analyst Secretary Corporate Services Secretary Divisional Superintendent Service Technician Sup. Analyst (G) Supervisor Custodial Services Supervisor Warehousing
H	Library Technician Program Analyst (H) Secretary to Executive Officer Senior Planner Supervisor (H) Trg&Sup Co-ordinator
I	Administrative Assistant Director Program Analyst (I) Technical Analyst (I)

as of November 27,1997  
(subject to review)

