

COLLECTIVE AGREEMENT

between

**The Lambton Kent District School Board
(hereinafter called the “Employer”)**

and

**The Canadian Union of Public Employees, Local 1238
(hereinafter called the “Union”)**

January 1, 2009

to

August 31, 2012

11825 (05)

TABLE OF CONTENTS

ARTICLE 1	5
PURPOSE.....	5
ARTICLE II	5
RECOGNITION	5
ARTICLE III	6
MANAGEMENT RIGHTS.....	6
ARTICLE IV	6
DEFINITIONS.....	6
ARTICLE V	9
DISCRIMINATION	9
ARTICLE VI	10
UNION SECURITY	10
ARTICLE VII	11
CHECK-OFF OF UNION DUES	11
ARTICLE VIII	11
UNION REPRESENTATION	11
ARTICLE IX	13
STRIKES AND LOCKOUTS	13
ARTICLE X	13
SENIORITY.....	13
STEP 1 - SAME TITLE/SAME LEVEL.....	16
STEP 2 - SAME OCCUPATIONAL GROUP/SAME LEVEL	16
STEP 3 - SAME OCCUPATIONAL GROUP/LOWER LEVEL	16
STEP 4 - ANY OCCUPATIONAL GROUP/ LOWER LEVEL	16
ARTICLE XI	21
JOB VACANCIES	21
<i>Selection for Vacancy</i>	22
ARTICLE XII	24
GRIEVANCE PROCEDURE	24
ARTICLE XIV	25
ARBITRATION	25
ARTICLE XV	26
HOURS OF WORK AND OVERTIME	26
ARTICLE XVI	28
JOB CLASSIFICATIONS, WAGES AND ALLOWANCES.....	28

ARTICLE XVII	29
SEPARATE ALLOWANCES	29
ARTICLE XVIII	32
PAID HOLIDAYS	32
ARTICLE XIX	33
VACATIONS	33
ARTICLE XX	34
LEAVES OF ABSENCE AND BEREAVEMENT LEAVE	34
ARTICLE XXI	38
SUPPLEMENTATION OF WORKERS' COMPENSATION BENEFIT	38
ARTICLE XXII	39
ABSENCE DUE TO ILLNESS	39
ARTICLE XXIII	40
RETIREMENT	40
ARTICLE XXIV	40
EMPLOYEE BENEFITS	40
ARTICLE XXV	41
CONTRACTING OUT/JOB SECURITY	41
ARTICLE XXVI	42
MODIFIED/REHABILITATIVE WORK	42
ARTICLE XXVII	42
TECHNOLOGICAL CHANGE	42
ARTICLE XXVIII	43
DEFERRED SALARY LEAVE PLAN	43
ARTICLE XXIX	47
TERM OF THIS AGREEMENT	47
APPENDIX A	48
ZONE MAP	48
FIVE ZONE AREA	49
APPENDIX B	50
RETIREMENT GRATUITIES	50
APPENDIX C	53
A. TERMS OF REFERENCE	53
B. JOINT JOB EVALUATION COMMITTEE	53
C. MAINTENANCE PROGRAM	53
D. SETTLEMENT OF DISAGREEMENTS	55
E. APPLYING THE RATING TO THE WAGE RATE CLASSIFICATION	55
APPENDIX D	56

SCHEDULE A & B.....	56
APPENDIX E - BENEFIT PLAN OUTLINE.....	59
APPENDIX F.....	60
STRUCTURE AND FUNCTION OF THE JOINT WORKPLACE HEALTH AND SAFETY COMMITTEE .	60
APPENDIX G.....	60
TEMPORARY VACANCIES GUIDELINES.....	60
APPENDIX H.....	61
LETTERS OF AGREEMENT.....	61

THIS AGREEMENT dated the 1st day of January 2009

B E T W E E N:

**THE LAMBTON KENT DISTRICT SCHOOL BOARD,
(hereinafter called “the Employer”)
as Party of the First Part,**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1238,
(hereinafter called “the Union”)
as Party of the Second Part.**

**ARTICLE 1
PURPOSE**

1:01 The general purpose of this Agreement is:

- (a) to maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) to encourage efficiency in operation;
- (c) to provide a means for the prompt disposition of grievances for all members;
- (d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

**ARTICLE II
RECOGNITION**

2:01 All the employees of the Lambton Kent District School Board, save and except Supervisors, persons above the rank of Supervisor, Executive Assistant, Administrative Assistant, Human Resources Secretaries, Bus Drivers, Native Education Workers/Tutor Escorts, School Nurses, Crossing Guards, Security Guards and Teachers as defined in the Education Act ROS 1990, c E2 – Part X.1 Teacher Collective Bargaining.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE III
MANAGEMENT RIGHTS**

- 3:01 The Union recognizes the right of the Employer to hire, retire, direct, classify, transfer, promote, demote, lay-off and the right to discipline, suspend or discharge, for just cause any employee who has completed the probationary period and any probationary employee for any reason satisfactory to the Employer subject to the provisions in this Agreement, expressly governing the exercise of these rights and subject to the right of the employee concerned to lodge a grievance in a manner and to the extent herein provided. The Employer agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with the express provisions of this Agreement.
- 3:02 (a) The Union recognizes the right of the Employer to manage its school system in accordance with its obligations and to make, enforce, and amend, from time to time, rules and regulations to be observed by employees, which rules and regulations shall be made available to employees and a copy mailed to the President of the Union.
- (b) Publication of these rules and regulations does not mean or imply any limitation on the Employer from time to time, to add to, delete from, or amend any or all of the rules and regulations so published or presently existing.
- (c) The employer may discipline, suspend and discharge a probationary employee provided the decision to discharge is not arbitrary, discriminatory or in bad faith or in conflict with any of the provisions of this agreement.

**ARTICLE IV
DEFINITIONS**

- 4:01 The purpose of this Article is to set out the definitions of certain terms used within this Agreement.
- 4:02 (a) "Permanent Employees" are those ten and twelve-month employees who are classified full-time or part-time and have successfully passed their probation period.
- (b) "Seniority Date" is defined as the first day on the job.
Note: For the purpose of establishing the initial C.U.P.E. 1238 Seniority List in 1998, the seniority date for predecessor Lambton employees is the date of hire.

- (c) "A Day" is defined as an employee's regular scheduled working day.
 - (d) The parties are committed to maintaining and managing the health and well-being of the employees. The Board agrees to make every best effort to provide fair and equitable workloads.
- 4:03
- (a) "Occasional Employees" are those employees who are not required by the employer as permanent employees but are employed to replace permanent employees who are absent due to approved leave of absence per the Collective Agreement. Students, volunteers or government project employees will not be employed to perform duties normally performed or perceived to be performed by members of the bargaining unit. Students shall not be employed while permanent employees are on layoff.
 - (b)
 - (i) The rate paid to an occasional employee who is filling in for a full-time or part time employee shall not be less than eighty (80) percent of the starting rate of pay for the job they are doing the first 19 consecutive days of work. On the 20th consecutive day, they will be paid at the starting rate for that position, as listed in Schedule A & B of this agreement.
 - (ii) Other temporary employees hired to supplement the present workforce for a limited period of time (less than 30 consecutive days) shall be paid not less than eighty (80) percent of level 1 of schedule "A" & "B". On the 20th consecutive day, they will be paid at the start rate for the Level 1. These temporary employees will be enlisted from the seniority list of the occasional employees.
 - (c) In the event that an occasional employee is later hired on a permanent basis, due consideration to previous relevant experience with the Employer will be given. Such experience shall be evaluated by the Manager of Human Resources or designate, and may result in a reduction in probationary period of up to twenty (20) working days. However, if said employee has at least six (6) months of occasional experience with the Board that is relevant to the position, the probationary period may be waived. Seniority shall be acquired as provided in Article 10.
 - (d) In the event that a former employee of the employer is re-hired on a temporary basis to replace a permanent or probationary employee who is ill or on leave of absence, he/she shall be paid Step 1 of the level being paid to the employee for whom he/she is substituting.

Former employees on long term assignments over one (1) year in the same position would be eligible for a wage increase after completing six (6) months in each step.

- (e) In the event that a former employee of the Employer is re-hired on a temporary basis for a special or additional project, he/she shall be paid the rate appropriate for the job.
 - (f) It is the intention of the parties to this Agreement that no employee who has acquired seniority under this Agreement and who is on a seniority list will be laid off work, or suffer any reduction in normal hours per week, or reduction in rate of pay, by reason of the Employer hiring temporary personnel under this Article.
 - (g) Co-operative Work Experience students shall work under the direction of a Board employee and shall not be used to fill in for a permanent or part-time employee.
- 4:04 (a) "Probationary" employees are those who are employed by the Board within the bargaining unit described in Article 2.01 who have not yet acquired seniority. Probationary employees shall be entitled to all rights and provisions of this Agreement.
- (b) "Probation Period" is forty-five (45) working days during which the Employer has an opportunity to assess the new employee. If the new employee successfully passes the probation period he/she becomes subject to all terms and conditions of this Agreement. The employer will provide the employee with a written assessment.
- (c) The Employer and the Union may mutually agree to shorten or extend the probation period of the probationary employee by a maximum of twenty (20) working days in extenuating circumstances.
- 4:05 "Part-time" employees are those permanent employees whose work week is twenty-four (24) hours per week or less. The provisions of Article 4:04 also apply to part-time employees and upon the successful completion of the probationary period they shall be entitled to the same conditions applicable to full-time permanent employees, except where amended as follows:
- (a) Article 18: Pay for a public holiday for part time employees shall be calculated based on the total wages and vacation pay payable to the employee in the four weeks before the work week in which the public holiday occurred divided by twenty to conform with the Employment Standards Act. This pay will be applied to the holiday in addition to the employee's daily earnings in the week in which the holiday falls.

- (b) Article 19: The week or weeks referred to in this Article will be based on the average number of hours per week normally scheduled for the part-time employee concerned.
- (c) Article 20: Any day referred to in this Article is understood to be the number of hours normally scheduled for the employee concerned on the day involved.
- (d) Article 21: A day, as referred to in this Article is understood to be based on the average number of hours normally scheduled for work per day for the part-time employee concerned.
- (e) Article 22: Sick leave credits as referred to in this Article shall be based on a day being the average number of hours scheduled for work per day by the part-time permanent employee concerned.
- (f) Article 24: For part-time permanent employees benefit premium participation for Term Life Insurance, Preventive Dental Care Plan and Extended Health is limited to one-half (1/2) of the premium payment paid by the Board for a permanent full-time employee. Vision Care benefit premium is 50% paid by the Board and 50% paid by part-time permanent employees. Employer Health Tax benefit is 100% paid by the Board.

ARTICLE V DISCRIMINATION

- 5:01 The Employer and the Union and their agents agree that there shall be no discrimination, interference, restraint, or coercion by reason of membership or non-membership in the Union.
- 5:02 The Union, and/or its members, shall not, during the hours of employment or on the Employer's premises, conduct or attempt to conduct, Union activities except as hereinafter expressly provided.
- 5:03 Employees have a right to an environment that is free from discrimination, harassment and sexual harassment. It is the responsibility of all employees to promote a positive, respectful working and learning environment that is free of all forms of objectionable behaviour. Workplace disputes will be dealt with in an expeditious manner in accordance with the appropriate Board policy and regulation. Situations that arise will be dealt with in accordance with the appropriate Board policy and/or the Ontario Human Rights Code. Further, at no time shall an employee be removed from the area of the harasser who has been found guilty, without discussion amongst the parties.

- 5.04 The Employer will distribute a copy of the pertinent policy with each Collective Agreement.

ARTICLE VI UNION SECURITY

- 6:01 All present members of the bargaining unit shall, as a condition of continuing employment, remain members in good standing of the Union according to the constitution and by-laws of the Union.
- 6:02 All future employees covered by this Collective Agreement shall, as a condition of employment, become and remain members in good standing of the Union.
- 6:03 The Employer agrees to inform all new employees of this Collective Agreement and present them with a copy of the Agreement at time of hire.

The President of the Union shall be given the opportunity to welcome each new employee within regular working hours, within 31 working days for a 15 minute period, for the purpose of acquainting the new employee with benefits, duties and responsibilities of Union membership.

- 6:04 The Employer shall notify the Union in writing of each hiring, termination, promotion, demotion, leave of absence longer than four (4) weeks, transfer, suspension, letters of reprimand, discharge, letters of discipline, lay-off, recall from lay-off, new classification, obsolete or dormant positions, alteration of probation period, re-classification at the same time as the employee is so notified, provided that unintentional failure to notify the Union shall not nullify the action of the Employer or the Union's right to grieve, within the time limits, upon becoming aware of the action.
- 6:05 The Board may second a member of C.U.P.E. Local 1238, who will remain in the Union with all the rights and privileges, including no loss of pay, for any operational or training need.
- 6:06 Employee work appraisal forms, when completed by the immediate supervisor, shall be discussed with the Employee who shall in turn sign to the fact that the Employee has received a copy of such completed form. Employees wishing to comment on the contents of the appraisal shall do so on the appraisal form. Employee work appraisal shall not be considered discipline.
- 6:07 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given in writing with a copy to the Union and all such notices shall be withdrawn from the employee's file after a period of 18 months

from the date of issue, provided there has been no further disciplinary action during such period.

- 6.08 The Board agrees to provide access to a shared bulletin board at each work site, upon which the Union shall have the right to post notices relating to matters of interest to members of the Union.

ARTICLE VII CHECK-OFF OF UNION DUES

- 7:01 The Employer will deduct from the pay of each employee, who is covered by this Agreement, to whom any money is due in that pay period and who has attained seniority, his/her regular Union Dues and Special Union Assessments applicable to all members and authorized under the Union's constitution.

The Union will notify the Employer in writing of the amount of such dues, from time to time, and in the case of special assessments at least sixty (60) working days notification must be given.

- 7:02 All monies so deducted shall be remitted to the Treasurer of the Union not later than the 15th day of the month following the month in which such deductions are made, together with a list of the names of all employees from whose pay, monies were so deducted. New members and terminated members shall be so indicated on the list. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of monies by the Employer pursuant to this Article.
- 7:03 The Employer will supply to the President of the Union a list of the names of all employees covered by this Agreement who were hired or whose employment was terminated during the previous month.

ARTICLE VIII UNION REPRESENTATION

- 8:01 The Employer will recognize the following committees for the respective purposes shown:
- (a) "Negotiating Committee" shall consist of not more than ten (10) employees including the President, General Vice President for the purpose of negotiating amendments to this Agreement.
 - (b) "Grievance Committee" shall consist of not more than four (4) employees for the purpose of processing grievances on behalf of the employees and the Union. Members of this committee will include the President, the Chief Steward and the specific Steward concerned with the grievance being processed.

- (c) "Labour Management Relations Committees (four-Custodial/Maintenance, Clerical, Elementary Secretaries, Educational Assistant)" each consist of not more than four (4) employees, one of which is the President of the Local Union. These committees shall meet as requested by either party with representatives of the Employer, for the purpose of discussing matters pertaining to or arising out of this Agreement and other matters of mutual interest.
- (d) "Joint Health & Safety Committee" shall be consistent with the negotiated Terms of Reference for this committee. See Appendix F.

8:02 (a) The union shall have the right at any time to have the assistance or representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

(b) The employee shall have the right to have Union representation at any time while being formally disciplined or reprimanded.

(c) "Joint Job Evaluation Committee" shall consist of no more than four (4) employees. This committee shall function in accordance with Appendix C.

8:03 The Union shall notify the Employer in writing of the names of its Officers and all members of these recognized committees and the Employer shall not be required to recognize any employees unless so notified.

8:04 Meetings between the Employer and any of the above Officers and Committee members shall be held at mutually agreed times. Where possible, statements outlining the matters for discussion should be exchanged in advance of the meetings.

8:05 The Employer will pay each employee, who is on any of the recognized committees, at his/her regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer provided the meeting has been called or sanctioned by the Board or one of its officials.

Occasional employees that are off work and attending such sanctioned meeting shall be paid the hours spent at the meeting provided attendance has been pre-approved by the employer.

8:06 No employee, including stewards, shall leave his/her work on Union business without prior consent of the immediate Supervisor, and consent shall not be unreasonably withheld.

All regularly scheduled time reasonably spent by stewards in processing a grievance shall be paid at the steward's regular rate of pay.

- 8:07 Official correspondence between the Union and Employer shall pass between the Union President and the Manager of Human Resources or designate.
- 8:08 The Employer shall grant a maximum of fifty (50) days total per year, without pay, for the Executive Officers and/or selected members of Local 1238, in order to work on union related matters. The Union agrees to make the request of the Employer one (1) week in advance of such time being taken off. Allotted time and members will be at the mutual agreement of the C.U.P.E. Local 1238 President and the Manager of Human Resources or designate.
- 8:09 Full-time release for the President – one half (1/2) paid by CUPE and one half (1/2) paid by the employer. Forty (40) hours/week, fifty-two (52) weeks/year at the top rate of pay for Level 4 or their level, whichever is greater. CUPE's reimbursement of the pay is no higher than Level 4.

ARTICLE IX STRIKES AND LOCKOUTS

- 9:01 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any curtailment of work or in any strike or stoppages of work, or picket any of the Employer's premises during the period of this contract.
- 9:02 Likewise, the Employer will not cause or sanction a lockout of C.U.P.E. Local 1238 members during the period of this contract.
- 9:03 In the event that any employee group of the Board other than those covered by this Agreement, or members of another Union who are working on the Board's premises, engage in a strike and picket any of the Board's premises, the Board will endeavour to reassign affected employees to alternate work locations, if work is available, for the duration of the strike or lockout.

ARTICLE X SENIORITY

- 10:01 Unless otherwise stated, as in Article 4.02 (b), seniority as used in this Collective Agreement shall mean length of service from the employee's first day on the job.
- 10:02 Seniority shall accrue from the first day on the job following being hired or rehired by the Employer or a Board over which this Employer now has jurisdiction.

10:03 An employee ceases to be an employee with the Board for any of the following reasons:

- (a) he/she resigns;
- (b) he/she is discharged and not reinstated through the grievance or arbitration procedure;
- (c) he/she fails to return from leave of absence, vacation or suspension unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control.
- (d) he/she is absent from work without permission for more than two (2) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
- (e) he/she fails to report to work after a lay-off within seven (7) calendar days after receiving delivery of notice of recall by registered mail to the last address of the employee of which the Employer has record, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the control of the employee. An employee is responsible for advising the Employer in writing of his/her address from time to time while he/she is on lay-off;
- (f) he/she is laid off for a period longer than thirty-six (36) consecutive months, with the exception that Educational Assistants shall retain their right of recall for sixty (60) months.
- (g) he/she retires or is retired;
- (h) he/she has been on indefinite leave of absence in accordance with Article 20:04 for a period of two (2) years.

10:04 (a) All new employees will be hired on a probationary basis for a period of forty-five (45) working days, subject to Articles 4:03 (c) and/or 4:04 (c).

(b) (i) Permanent Seniority List - A new employee shall be listed by name and seniority date, on the seniority list and shall henceforth be considered a permanent employee with all of the rights and obligations of this Agreement.

(ii) New employees hired on the same day will have their Seniority ranked on the seniority list by means of a lottery. At least one union officer will be present for the process.

10:05 The selection and promotion of employees to positions outside the bargaining unit are not governed by this Agreement. In the event an employee is or has been promoted to any such position and is, within two (2) years, returned to a position within the bargaining unit, he/she shall be credited with the seniority attained at the time of his/her promotion but shall not accumulate further seniority during the period outside the bargaining unit and upon his/her return he/she shall be placed in a position consistent with his/her qualifications and seniority. The provisions of Article 11:09 will also apply to this Article.

10:06 (a) The Employer agrees to provide, to the Union, in duplicate, plus one copy to each location, an accurate Seniority List by the 15th day of April and the 15th day of October of each year to include, employee name, job classification and seniority date and regularly scheduled hours of work per week.

(b) Occasional Seniority List:

One seniority list for occasional employees will be provided to the Union by April 15th and October 15th each year. Seniority will be accrued based on date of hire. An employee will be removed from the list in the event they do not work for twelve (12) consecutive months or do not respond to the annual application for re-admittance to the list. The purpose of this list is to provide an accurate list of all employees available for supply purposes in all occupational groups.

10:07 Lay-Off

(a) Seniority shall be the determining factor in cases of lay-off subject to Articles 10:09 through 10:18.

(b) A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement or the elimination of an encumbered position.

(c) No full time employee under the Bargaining Unit shall be laid off by reason of his/her duties being assigned to one or more part time employees.

10:08 Notice of lay-off shall be in writing forty (40) working days before the lay-off is to take place and signed by a duly authorized representative of the Employer.

10:09 This lay-off process is qualified with the provision that individuals have the necessary skill, ability, and qualifications for the job in question. A full time employee (more than 24 hours per week) can bump a part-time employee (24 hours or less) in each of the following steps provided they have no option to bump another full-time employee in that same step. Part time employees are not eligible to bump full time jobs. The laid off employee(s) shall be provided with a list of all options in which the employee may bump.

- (a) The employee may choose to accept the lay off or have the following options:

Pre Step – only applies to employees with 15 years or more of bargaining unit seniority.

Displace any employee in their zone, with less than 15 years bargaining unit seniority, provided they have the same or lower pay level and the same or more annual hours and they are qualified to do the job.

Step 1 - Same Title/Same Level

Displace the least senior employee in their same job title within a zone of the employee's choice who has the same or more annual hours unless the employee chooses to bump the least senior employee with less annual hours. (5 zones as per Appendix A)

If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km from their home and they choose not to do so then:

Step 2 - Same Occupational Group/Same Level

Displace the least senior employee in their same occupational group in the same level within a zone of the employee's choice, who has the same or more number of annual hours unless the employee chooses to bump the least senior employee with less annual hours.

If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km from their home and they choose not to do so then:

Step 3 - Same Occupational Group/Lower Level

Displace the least senior employee in their same occupational group within a zone of the employee's choice, at a lower level in a sequential manner (i.e. 5, 4, 3, etc) who has the same or more number of annual hours unless the employee chooses to bump the least senior employee with less annual hours.

If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km from their home and they choose not to do so then:

Step 4 - Any Occupational Group/ Lower Level

Displace the least senior employee in any occupational group within a zone of the employee's choice, at a lower level in a sequential manner (i.e. 5, 4, 3 etc.) who has the same or more number of annual hours unless the employee chooses to bump the least senior employee with less annual hours.

- (b) OCCUPATIONAL JOB GROUP
Custodial
Maintenance/Trades
Secretarial/Clerical
Educational Assistants
Study Room Supervisors
Psychometrist/Speech and Language Pathologist(s)
Information Technology
Library Supervisors
Attendance Officers

10:10 (a) Employees who change jobs as a result of the layoff and resultant displacement procedure, shall be paid at the prevailing rate for the job they are doing, however, no employee who changes jobs shall suffer a reduction of hourly wages due to such procedure for a period of twelve working months. An employee refusing a suitable assignment, that is same hours, same wage and within 60 km of the employee's home, surrenders hourly wage protection and is paid at the prevailing rate.

(b) The employee shall retain recall rights to their own job title, at their own location for a period of 12 working months. An employee refusing recall to their own job surrenders rights to their own job.

10:11 Notwithstanding any other provisions of this Collective Agreement:

(a) Employees who are Officers of the Union being President, Vice-President, Advisers, Secretary and Treasurer, Chief Stewards under Article 8:03, shall be the last to be laid off in the Union.

(b) Employees who are Committee members of the Union under Article 8.01 (d) shall be "next-to-last" laid off in the Union.

10:12 A grievance concerning a lay-off by reason of reduction in the work force may be taken up at Step 2 of the Grievance Procedure (refer to Article 12:03).

10:13 Recall from Lay-Off

Persons on layoff will be eligible to apply for positions. Provisions under "Selection for Vacancy" would apply; should there be no applicants for the posted position, the following process for recall would be used.

Seniority shall be the determining factor in cases of recall from lay-off so that the last person to be laid off will be the first person recalled, provided that the employee affected has the necessary skill, ability, and has the qualifications to do the work available.

- 10:14 Notice of recall shall be by registered mail directed to the last address of the employee of which the Employer has record. Employees are responsible for notifying the Employer in writing regarding changes in mailing address.
- 10:15 An employee who fails to report for work within seven (7) working days after receiving delivery of notice of recall by registered letter shall cease to be an employee, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond control of the employee.
- 10:16 In case the Employer contacts a person who is on lay-off and requests him/her to come to work on a temporary basis and the person declines or does not report for work, the Employer shall then contact the next laid-off person, offering the temporary assignment, until all laid-off persons have had the opportunity for temporary assignments provided that each has the necessary skill, ability and qualifications, to do the work available. Such person by reason of declining this temporary assignment shall not lose his/her seniority rights under Article 10.03(e). The Employer may then hire outside the Union to do such temporary work.
- 10:17 Employees who change jobs as a result of the recall procedure shall be classified at the prevailing rate for the job they are doing, maintaining the same step on the wage grid they were entitled to prior to the layoff.
- 10:18 No person, including students or government project employees will be hired until employees on lay-off have been given an opportunity to work through recall procedure, provided each has the necessary skill, ability, and has the qualifications to do the work available. No overtime shall be worked on a regular basis for normally scheduled duties.
- 10:19 Ten month employees are acknowledged to be employees for the definite term of each school year.
- 10:20 Mutually agreed lateral transfers will be considered under extenuating circumstances.
- 10:21 Educational Assistant Staffing Process
Purpose
- (a) The purpose of the Educational Assistant Staffing Process is to provide opportunities for professional growth through the availability of transfer while at the same time ensuring stability and consistency wherever possible for our special needs students. To that end, the following guiding principles have been established in order to develop an effective staffing process.
- (i) Keep students at the forefront;
 - (ii) Fairness to all employees;
 - (iii) Minimize disruption

- (b) Timetable – Approximately April through May
- (i) Newsletter to be sent to all E/A staff advising them of the process and timetable of events
 - (ii) Special Education staff develops allocations
 - (iii) Principals identify surplus E/A staff (taking into consideration program needs):
 - i) due to reductions and/or
 - ii) those who filled positions midyear

Normally, the least senior at a location would be identified as surplus (unless very specific qualifications needed); however, Principal may deem an E/A who is not least senior surplus with mutual agreement of all parties concerned. Identified E/A's would be confirmed in writing

- (iv) Transfer Request Forms
- Distributed at all locations to all E/A's
 - Tentative list of projected openings to be sent to all schools
 - Identified E/A's complete a Transfer Request Form
 - Other E/A's interested in transfer complete a Transfer Request Form
 - E/A's requesting leaves of absences or resignations to submit information

** E/A's selecting a position from the list of projected openings do so with the understanding that more openings may be possible and the first choice selected would not necessarily be guaranteed, however every effort would be made to find a comparable assignment

- (v) Deadline for all E/A Transfer requests
Approximately During June
- (vi) Staffing Meeting held - Principals, Superintendent of Special Education, Human Resources
Principals are able to advocate for staff and school
- Surplus and Transfer combined into one merged list by seniority;
 - Confirmation of openings - New and Collected
 - Placements made
- (vii) Letters sent to E/A's to confirm placement for September; noting that student movement could occur resulting in some change of placement which would be enacted in accordance with the terms of this process.

- (c) Process for Filling Vacancies During School Year

- (i) Once assigned in September - E/A placement would be effective for entire school year (September-June); unless student movement creates a resulting need elsewhere or specific qualifications (e.g. signing) are needed in a specified location.

- (ii) Process for New Openings During School Year Sept - June
Full time positions to be posted and open to part-time permanent CUPE staff for the opportunity to increase to fulltime (could be in addition to current .5 or assume new 1.0 position).

If a vacancy is created by the above movement the remaining 0.5 would be open to other permanent 0.5 permanent CUPE staff providing the match works.

If no permanent CUPE's apply, CUPE Occasional Casuals would be eligible.

Openings would be reposted in the May staffing process**, which would be communicated in writing to the successful applicants.

- ** any pertinent stipulations re eligibility or process would be included on the posting;

- ** jobline information could be made available throughout school year

- (d) Process for Staffing Changes Created as a Result of Student Movement During School Year

Student movement during the school year has a potential of creating surplus and/or vacancies.

- (i) New placement to a school which requires an additional E/A which would be an addition to complement would use the above process. It should be noted that the possibility of this condition is remote as funding issues are involved.

- (ii) Process for Placements as a Result of Students Moving "in or out"
-if student moves to a location where there is a need for E/A support, if it is geographically reasonable, the E/A assigned to the student would move with the student

- - ** if it is not geographically reasonable, administration would have some latitude to make reasonable reassignments, keeping in mind the guiding principles and priorities of both parties

- if student moves to a location where there is adequate support, the E/A associated with this student would be declared surplus and if

no other reasonable alternatives for placements, bumping could occur as per Article 10:09 of the current CUPE 1238 Collective Agreement

- newly created openings will be part of the May staffing process

10:22 The Employer shall notify the union in writing prior to any lay-off notice to the members. The parties will discuss options or alternatives to prevent Members being laid off.

ARTICLE XI JOB VACANCIES

11:01 All Job Vacancies shall be posted.

11:02 When a vacancy occurs or a new position is created within the bargaining unit covered by this Collective Agreement, the Employer shall, within ten (10) working days, prepare a Notice of Vacancy and forward a copy to the Union President, all Board locations and by Board email to members.

11:03 A vacancy is deemed to be a permanent vacancy when:

- (a) it is indefinite or long lasting in nature;
- (b) it is caused by such events as resignation, transfer, retirement, promotion, or discharge and has not been filled by a transfer within the same job title;
- (c) it is one which the Employer proposes to fill on a permanent basis.

11:04 The Notice of Vacancy shall be circulated via the Board email, posted on the Board web site and remain active for a period of Seven (7) working days from the date of mailing.

- 11:05 The Notice of Vacancy will contain:
- (a) the location, department, or family of schools;
 - (b) the initial hours of work and availability to start;
 - (c) the job classification;
 - (i) job title
 - (ii) 10/12 month
 - (iii) full, part-time or temporary vacancy;
 - (d) the level of pay;
 - (e) the academic or non-academic qualifications required;
 - (f) expiry date of the vacancy (time frame);
 - (g) the name and address of the official to whom applications are to be directed.
 - (h) If a location has been designated as a twinned school, possible closure, change of location, this shall be noted on the posting if known at the time of posting;
 - (i) A detailed description will be made available upon request before the closing of the vacancy.
- 11:06 (a) Notice by mail shall be sufficiently given by the Employer when such notice of vacancy has been distributed as set out in Article 11:02 above.
- (b) Notice of projected vacancies, if known, which are to occur during the months of July and August shall be sent by June 15th.
- 11:07 (a) An employee who wishes to be considered for a vacancy shall apply on an Application Form prescribed by the Employer and shall deliver it to the Human Resources Department as directed before the expiry date of the posting.
- (b) Notwithstanding the foregoing posting procedure, the following procedure shall apply during the months of July and August:
- (i) notice of vacancy will be posted as per 11:04
 - (ii) an employee who wishes to be considered shall be entitled to apply as per 11:07.
 - (iii) on or before the expiry date.

Selection for Vacancy

- 11:08 The Parties recognize that job opportunities increase in proportion to seniority and also that, skill, ability, qualifications, experience, and past performance are important parts of the promotion system.
- 11:09 (a) The successful applicant will be selected in accordance with Bargaining Unit Seniority provided that the applicant has the necessary skill, ability,

qualifications, experience, and past performance to fill the vacancy. Should there be no successful applicants from the Permanent Employee seniority list (Article 10:06 (a)), the employer will consider applicants from the Occasional seniority list (Article 10:06 (b)).

(b) Interviews of qualified applicants will be conducted by a representative of the Employer within fifteen (15) working days of the close of the posting and thereby giving applicants an opportunity to discuss their experience, skill, ability, qualifications and past performance to fill the vacancy.

(i) An application for lateral move (same Job title) will be submitted, the vacancy will be filled by the senior permanent applicant of the same job title. A lateral transfer is defined as the same job title and the same number of hours of work.

(ii) If the position is a different job classification, the top five senior qualified applicants will be interviewed. The applicant will be deemed qualified based on the information provided in the application.

(iii) The above process will recognize that permanent employees will be given first opportunity to fill any of these vacancies.

(c) The successful applicant will be notified within five (5) working days, regarding the effective date of starting the new job. Unsuccessful applicants shall be notified at the same time.

11:10 The successful applicant will be placed in the vacancy, at the new rate of pay, for a trial period not exceeding forty (40) days worked. If the applicant proves to be satisfactory, he/she will then be confirmed in the new position. It is understood that the trial period for school office staff must include forty (40) regularly scheduled school days. In extenuating circumstances, the trial period may be extended, by mutual agreement, to a maximum of fifteen (15) working days.

If the applicant proves unsatisfactory or is unable to perform his/her new duties during the trial period, he/she will be returned to the former position at the old rate of pay, as will any other employee who was promoted or transferred by reason of such placing.

11:11 If an applicant is returned to the former position under clause 11:10, the Employer shall give consideration to those employees who initially applied for the vacancy with the unsuccessful applicant.

11:12 If there is no applicant or no successful applicant, the Employer may then go outside the Bargaining Unit to fill the vacancy.

- 11:13 (a) No seniority employee who has successfully bid and successfully completed his/her trial period under this Article shall be entitled to bid for any other posted vacancy for a period of six (6) months from the date of his/her successful completion of his/her trial period, except with the Employer's permission.
- (b) Probationary employee shall be entitled to bid for any other posted vacancy after he/she has completed the forty-five (45) working day probation period provided the posted vacancy is an increase in hours or wages.
- 11:14 (a) For temporary absences of less than four (4) months due to illness, accident or leave of absence, the employer agrees, whenever possible, to give qualified employees an opportunity to work the temporary vacancy.
- (b) For temporary absences of four months or more see Appendix G

ARTICLE XII GRIEVANCE PROCEDURE

- 12:01 (a) This Article sets out the procedure to be followed by all employees in settling disputes with the Employer.
- (b) It is the mutual desire of the Employer and the Union to settle all disputes as quickly as possible.
- (c) A grievance shall be in writing and shall be defined as any dispute between the parties relating to the interpretation, application or administration of this Agreement.
- (d) When a grievance is filed, it must set out the nature and circumstances of the complaint, the clause(s) of the Agreement alleged to have been violated and the remedy sought. All grievances must be duly signed by an official representation of Local 1238.
- 12:02 (a) A grievance by any employee shall be taken up with the Employer at Step 1 within six (6) working days after the employee became aware of the incident or circumstances giving rise to the grievance.
- (b) A policy or group grievance shall be taken up with the Employer at Step 3 within ten (10) working days after the date of the incident or circumstances giving rise to the grievance.
- (c) In the event a employee is discharged or suspended on a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up at Step 2.

12:03 The following procedures must be followed:

Step 1: The employee and his/her steward shall take the matter up with the immediate Supervisor, at a meeting, who shall have five (5) working days to give a written reply.

Step 2: The employee and the Grievance Committee may within five (5) working days of the Step 1 reply, take the grievance up with the Manager of Human Resources or designate who shall, within ten (10) working days, hold a meeting of the parties involved and shall have five (5) working days after meeting date for written reply.

Step 3: The Union may, within fifteen (15) working days of the Step 2 reply, refer the grievance to Arbitration under Article 14.

12:04 A grievance by the Employer shall be in writing and is initiated by delivering the grievance to the Local 1238 President. Any such grievance not settled within fifteen (15) working days of the date of such delivery, may be referred by the Employer to Arbitration under Article 14.

12:05 Any of the time limits in this Article may be extended by written mutual agreement of the parties.

ARTICLE XIV ARBITRATION

14:01 (a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitral or where an allegation is made that this Agreement has been violated, either of the parties may, after duly exhausting the Grievance Procedure established by the Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

(b) The notice shall contain the name of the first party's appointee to the arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration Board.

(c) The two appointees so selected shall proceed to appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within thirty (30) days, the appointment shall be made by the Ministry of Labour for Ontario upon request of either party.

- (d) The arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
The decision of the majority is the decision of the arbitration Board, but if there is no majority the decision of the chairperson governs.
- (e) The arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to, or detract from, any provision of this Agreement.
- (f) Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the arbitration Board, and will share equally the fees and disbursements of the chairperson.
- (g) Parties by mutual consent may agree to the use of a single arbitrator.

ARTICLE XV HOURS OF WORK AND OVERTIME

15:01 The Board shall supply the most current staffing formula to the Union President within five days of the Boards determination of the staffing formula.

15:02 (a) Central Administration Offices

The regular work week shall be a maximum of seven (7) hours per day, Monday through Friday, for a total of thirty-five (35) hours per week maximum.

(b) Educational Assistants

The regular work week shall be a maximum of six and one half (6.5) hours per day, Monday through Friday, for a total of thirty-two and one half (32.5) hours per week maximum, including 4 PD days and exam days as required by the program. If an Educational Assistant is hired after the PD days have occurred then there is no eligibility.

(c) School Office Support Staff

The regular work week shall be a maximum of seven (7) hours per day, Monday through Friday, for a total of Thirty-five (35) hours per week maximum.

(d) Study Room Supervisors

The regular work week shall be a maximum of six (6) hours per day, Monday through Friday, for a total of thirty (30) hours per week maximum including 4 PD days and excluding exam days.

- (e) Psychometrists & Speech and Language Pathologists
Hours of work are based on an “as required” basis. Salary is paid over a 12 month period, however, if it becomes necessary to pro-rate salary it will be done on the basis of instructional days plus statutory holidays.
- (f) Custodians/Maintenance/School-based Systems Network Technologists
The regular work week shall be a maximum of eight (8) hours per day, Monday through Friday, for a total of forty (40) hours per week maximum.
- (g) Attendance Officer
The regular work week shall be a maximum of eight (8) hours per day, Monday through Friday, for a total of forty (40) hours per week maximum.
- (h) Twelve month employees shall have the option to work an additional fifteen (15) minutes per day throughout the year in order to accommodate a four day work week without a reduction in weekly earnings during July and August. Fridays off are limited to the number of days accumulated by the additional 15 minutes per day in that school year.

15:03 Overtime pay shall be paid for hours pre-approved by the employee’s immediate supervisor exceeding the regular daily or weekly hours of work as follows:

- (a) Where the additional hours are worked on Monday through Friday at one and one-half (1 1/2) times the basic hourly rate;
- (b) All hours worked on a Saturday at one and one-half (1 1/2) times the basic hourly rate;
- (c) All hours worked on Sunday and on paid Statutory holidays referred to in Article 18 at two (2) times the basic hourly rate;

15:04 (a) The Employer shall have the right to schedule the hours of work for each employee. The employer from time to time may amend these schedules but they will not be changed without seven days notice to the employee affected.

- (b) The Employer has the right to forego giving seven (7) days notice in an emergency situation, which is defined as a serious, unexpected and potentially dangerous situation needing immediate action.

15:05 (a) An employee who is 'called out' will be paid for a minimum of four (4) hours at the appropriate overtime rate of pay. A 'call out' is an emergency situation wherein the employee concerned is contacted while not at work and required to go to work outside his/her normal schedule. The Board will endeavour to give first priority to the appropriate bargaining unit employee for the aforementioned 'call out'.

(b) An employee who is advised while at work that he/she is required to work outside his/her regular working hours shall be paid for a minimum of two (2) hours at the appropriate overtime rate of pay if:

- (i) There is more than one (1) hour break between the employee's regularly scheduled shift and the time he/she is required to recommence work; and
- (ii) The employee concerned is not given at least three (3) hours' notice in advance of the end of his/her shift.
- (iii) An employee required to work overtime which is continuous with his/her normal shift, and is two (2) hours or more in duration, will be provided a meal allowance of up to \$6.00, upon presentation of said meal receipt.

15:06 When overtime is required for custodial staff the following process will be used to fill the overtime need;

Step 1: By Seniority from the custodial staff at the work location.

Step 2: By seniority from a list of those custodians willing to work overtime in the supervisor's area. The supervisor will conduct a survey annually to compile the list. The member will be responsible to notify their supervisor when they wish to be added or removed from the overtime list.

15:07 A rest period of fifteen (15) minutes in each half of a shift, provided the half shift is at least three (3) hours long, shall be allowed at a time agreeable to the Employer.

15:08 The lunch break (minimum of 30 consecutive minutes) for each bargaining unit employee, will be free from assigned duties except in emergency situations as defined in Article 15:04 (b).

15:09 If an employee(s) is required to take a mandatory workshop/in-service/training and is required to attend on a non-working day, the employee shall be paid at the applicable rate as defined in 15:02 and 15:03 with prior approval of their immediate supervisor.

ARTICLE XVI JOB CLASSIFICATIONS, WAGES AND ALLOWANCES

16:01 Wages shall be paid on a bi-weekly basis in accordance with the hourly and salary rates provided in schedule "A" & "B" attached hereto. Each employee will receive a bi-weekly payment, by direct deposit.

The pay periods are as follows:

- Custodial and Maintenance - 1 week delay from the cheque date
- Temporary/Occasional - 2 week delay from the cheque date
- All others - current cheque date.

- 16:02 (a) Placement of staff on Schedule "A" & "B" shall be in accordance with the Job Evaluation System.
- (b) An employee who is authorized to temporarily replace a person in a higher paid position shall be paid the rate for the position filled.
- 16:03 The starting wage for a new employee will be Step 1 of the job level at which he/she is hired; however, a new employee or an applicant being hired with previous related experience or School/Board experience will have related experience evaluated by the Employer, and may start at a higher step.
- 16:04 Following satisfactory completion of the probation period, a new employee is eligible for wage increases after completing six (6) months in each step.
- 16:05 An employee who is promoted or re-graded to a higher level either permanently or temporarily, shall be placed at the same step of the new level.
- 16:06 A permanent employee, who is temporarily assigned, in writing, by the Manager of Human Resources or designate, shall be returned to his/her former position and location without suffering any loss of seniority or benefits at the end of the assignment.

ARTICLE XVII SEPARATE ALLOWANCES

17:01 Responsibility Allowance - Building Check

- (a) Custodians will be provided with two (2) hours of paid or lieu time of each building check. Time off will be at the choice of the employee with the approval of their supervisor.

The C1 Day Custodian shall be responsible for having the school checked at a frequency determined by the Employer.

- (b) The C1 Custodian must ensure that the heating, cooling, plumbing, water and electrical systems are properly functioning and that there has been no vandalism about the building nor any damage by the elements.

- (c) If while performing a building check, the employee concerned discovers sufficient vandalism or other damage to necessitate repair and/or cleanup without delay, he/she shall seek authorization in accordance with instructions given and then proceed as quickly as possible to complete the task. In this case, the employee will be paid for the extra time taken at the appropriate overtime rate of pay.

17:02 Shift Premium Allowance

There shall be paid per hour, in addition to the basic rate, an allowance for work performed on the afternoon shift, and for work performed on the night shift. An employee will be paid the afternoon shift premium if his/her regular daily shift commences at 3:30 p.m. or later or if the majority of the hours of his/her daily shift are worked after 3:30 p.m. An employee will be paid the night shift premium if his/her regular daily shift commences at 11:30 p.m. or later, or if the majority of the hours of his/her shift are worked after 11:30 p.m.

Shift premiums are as follows:

January 1, 2009	Afternoon - \$.36
	Midnights - \$.41
January 1, 2010	Afternoon - \$.37
	Midnights - \$.42
January 1, 2011	Afternoon - \$.38
	Midnights - \$.43
January 1, 2012	Afternoon - \$.39
	Midnights - \$.44

17:03 Responsibility Allowance

An employee who is designated by the Employer with the responsibility for another employee shall receive a responsibility allowance as follows:

January 1, 2009	-\$.31
January 1, 2010	-\$.32
January 1, 2011	-\$.33
January 1, 2012	-\$.34

17:04 Qualification Premium Allowance

A custodian holding updated 4th class engineering papers or one who is deemed to be qualified and who is assigned to work requiring such qualification shall be paid an allowance of thirty cents (\$.30) per hour.

17:05 Tool Allowance

The Board will pay on or before November 15 each year a tool allowance to Maintenance Department employees in the amount of Two Hundred dollars (\$200.00) per annum. Tool allowances apply to the following, electricians, carpenters, plumbers, heating mechanics and auto mechanics.

17:06 Clothing Allowance (Custodial/Maintenance)

- (a) An annual clothing allowance of One Hundred and Twenty-five dollars (\$125.00) per employee shall be paid on the first full pay period in September, each year.
- (b) Employees are expected to wear and to maintain all such clothing in neat and clean condition.
- (c) In addition, the Employer will provide articles of approved clothing/footwear deemed necessary by the Employer for use by the employees whose work requires such consideration. Payment for personal items up to \$55 will be made based on pre-approval before purchase and presentation of a receipt to their supervisor.
- (d) In addition, the Employer will provide eighty-five (85) dollars per year towards the purchase of safety boots for maintenance employees, and for those employees, deemed by the employer, whose work requires safety boots. This allowance shall be paid on the first pay period in September.

For other employees, payment, to a maximum of eighty-five (85) dollars, for these safety boots shall be made based on pre-approval before the purchase and presentation of a receipt to their supervisor.

17:07 Travel Allowance

Employees using their own vehicles to travel authorized distances while engaged in the conduct of the Employer's business shall be paid at a rate per kilometer to be established by Board policy. The current Carpenters will be grandparented with an additional \$.06 per km to a maximum of \$80.00 per month.

17:08 Continuing Education

Permanent Employees shall be eligible to receive financial assistance for continuing education courses, that are related to the employee's current position in the amount of seven-five per cent (75%) of the cost to the maximum of thirty-five hundred dollars (\$3500) per year.

- (a) The course to be taken is related to the individual's position.
- (b) The course outline has been reviewed and approved, in advance, by the individual's supervisor and the Manager of Human Resources or designate.
- (c) The individual provides a proper expense report, including valid receipts.
- (d) The individual provides evidence of successful completion.

17:09 The Board shall pay for all job-related and required certified licenses and renewal of the same for all skilled trades employees.

**ARTICLE XVIII
PAID HOLIDAYS**

18:01 For permanent twelve-month employees, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the employee on that day of the week subject to the Employment Standards Act:

Family Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	December 24 to January 1 inclusive
Canada Day,	

providing school classes are not in session and they are days of the week normally scheduled as working days.

18:02 In order to qualify for holiday pay, an employee must work his/her full scheduled shift on each of the work days immediately preceding and immediately following the holiday concerned. However, an employee on approved leave of absence not exceeding seven working days, will receive pay for the holiday, if otherwise eligible

18:03 (a) For permanent ten-month employees, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the employee on that day of the week subject to the Employment Standards Act:

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

Effective March 2007 five days during Winter Break

(b) The regular work schedule for ten-month employees provides off-work periods at Christmas and Summer and unless specified above, holidays which fall in such off-work periods are not recognized as paid holidays.

(c) Labour Day will be recognized as a paid holiday only if the employee is required to work immediately preceding the holiday.

18:04 Other employees, including temporary, shall be granted pay for holidays under the conditions set out in the Employment Standards Act.

18:05 When any of the above-noted holidays fall on an employee's scheduled day off, the Employer may designate another day off with pay at a time appropriate to the Employer's business.

ARTICLE XIX VACATIONS

19:01 (a) The term "service" as used in this Article, shall mean the number of years of employment from the first day on the job.

(b) For twelve month employees with service of less than one (1) year on July 1st, shall be granted vacation entitlement of one (1) day for each full month of service to a maximum of ten (10) days.

(c) Twelve (12) month employees shall be granted the increased vacation on July 1 preceding their anniversary date in accordance of the following schedule.

one (1) year of service	2 weeks
three (3) years of service	3 weeks
nine (9) years of service	4 weeks
seventeen (17) years of service	5 weeks
twenty-four (24) years of service	6 weeks
thirty (30) years of service	7 weeks

Ten (10) month employees shall be granted the increased rate of Vacation Pay January 1st preceding their anniversary date in accordance of the following schedule.

one (1) year of service	4 percent
three (3) years of service	6 percent
nine (9) years of service	8 percent
seventeen (17) years of service	10 percent
twenty-four (24) years of service	12 percent
thirty (30) years of service	14 percent

(d) Years of service determined above shall be adjusted by time lost due to leave of absence that exceeds three (3) months, excluding Pregnancy/Parental Leave as per Employment Standards Act.

19:02 Ten month employees shall be paid their vacation entitlement on each pay cheque.

19:03 (a) The Employer will post a vacation schedule by April 1 of each year and employees will be required to indicate their choice of vacation time by May 1 of each year and no change in the schedule will be accepted without written agreement between the Employer and employee concerned. An employee's vacation shall be taken as set out in 19:01 and shall not be deferred except by written mutual agreement. Vacation days will be scheduled as half days or full days only.

(b) Subject to the Employer's discretion and obligation to maintain a qualified work force at each location, employees with the greatest seniority will be given priority in choice of vacation dates at each location.

19:04 If any of the holidays in Article 18 is observed during an employee's vacation he/she shall be granted one additional day's vacation with pay for each such holiday.

19:05 A regular permanent full-time or part-time employee voluntarily resigning or retiring his/her position at any time in his/her holiday year before having his/her vacation shall be paid a vacation entitlement pro-rated in accordance with the schedule outlined in Article 19:01.

19:06 On retirement, employees shall be entitled to the same vacation or vacation pay which would have been earned by the employment continuing to the end of the month.

19:07 An employee who is hospitalized during his/her scheduled vacation period will have the time deducted as sick leave and have the equivalent time deducted as rescheduled vacation. Exceptions due to the employee's serious illness may be considered on individual circumstances at the discretion of the immediate Supervisor and Human Resources. The same concept will apply to Bereavement Leave occurring during the employee's vacation.

19:08 The vacation year shall be from July 1st to June 30th. Up to five (5) vacation days may be carried forward to the following vacation year for twelve month employees.

ARTICLE XX LEAVES OF ABSENCE AND BEREAVEMENT LEAVE

20:01 The Manager of Human Resources or designate may grant a Leave of Absence to an employee for personal reasons within this Article provided:

(a) Request for leave must be submitted on the standard "Request for Leave" form available in each school office and in the Human Resources Department of the Board Complex;

- (b) The "Request for Leave" form must be properly completed, signed by the employee, by the Principal/Supervisor and forwarded to the Manager of Human Resources or designate to arrive at least ten (10) days prior to the date of leave;
- (c) In the event of an emergency, a telephone call to the Principal/Supervisor, followed by a completed application form, will be acceptable;
- (d) Such absence must not, in the opinion of the Employer, conflict with the efficient operation of the school system, such request will not be unreasonably denied.

20:02 Leaves of absence, without pay and without loss of seniority shall be granted to employees elected to represent the Union at conventions and seminars to a total of ninety (90) working days, within the Union, in any contract year, provided that no more than six (6) employees are absent on such leave at any one time.

20:03 An employee who is elected or selected for a full-time position with the Union or any organization with which the Union is affiliated or is elected to public office will be granted leave of absence without pay and without the other benefits provided by this Agreement for a period of one (1) year, but without loss of seniority. Such leaves may be renewed for one (1) further year during this term in such position and for two (2) further years during his/her term in such office provided application is made to the Employer in writing, no less than two (2) months prior to the expiry of the first year or second year of such term, as the case may be.

20:04 The Employer may place an employee on Indefinite Leave of Absence when he/she is unable to perform his/her regular duties due to illness which extends beyond the employee's accumulated sick days. Such days lost shall be without pay and without benefits; however, the employee may elect to have benefits continue through the Employer by paying the premiums up to a maximum of twenty-four (24) months.

20:05 a) Employees who are subpoenaed as jurors or witnesses in criminal or civil courts and are not party to the action shall be granted a leave of absence with pay and without loss of privileges. The witness fees or jury fees received, minus any expense remuneration, will be turned over to the Board. Where an employee is excused from attending on any day for jury duty, they will report for their normal duties the day or days excused.

b) Employees shall be granted up to three (3) days per year with pay and without loss of privileges, to attend custodial court proceedings involving their dependant child(ren).

20:06 Bereavement Leave is recognized as the time away from work required by employees to mourn the loss of family and/or to pay respects to the departed by attending the funeral; thus the following conditions apply:

- (a) Verbal Requests for Bereavement Leave may be made to the Principal/Supervisor who shall grant a temporary Leave of Absence. The Request for Leave form covered in Article 20:01 (a) and Article 20:01 (b) shall be submitted as soon as possible for final determination regarding eligibility for Bereavement Leave.
- (b) Absence from work will be allowed without loss of pay as follows:
 - (i) Five (5) continuous working days for the death of wife, common-law spouse, husband, daughter, son, mother, father, sister, brother, guardian step-parents, step-children or another primary care giver in a residential setting.
 - (ii) Three (3) continuous working days for the death of mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, grandparent or total dependent or lesser kin living in the same abode;
 - (iii) One (1) working day to attend the funeral of another relative;
 - (iv) A maximum of one (1) working day to attend the funeral of a close friend;
 - (v) An additional two (2) working days may be granted by the Manager of Human Resources or designate, in extenuating circumstances.

20:07 Compassionate leave of three (3) days per year without loss of pay in the event of hospitalization or extremely grave illness of wife, husband, daughter, son, mother, father, sister, brother, grandchild or near relative living in the same abode, may be granted by the Manager of Human Resources or designate.

An additional two (2) days may be granted by the Manager of Human Resources, or designate, in extenuating circumstances.

- 20:08 (a) A one (1) day leave, without loss of pay, shall be granted to write an examination for credit toward an Ontario Secondary School Diploma, a College Diploma, a University Degree or a Trades License or Professional Accreditation. Approval must be obtained in advance through the individual's supervisor and Manager of Human Resources or designate.
- (b) All employees will be allowed one (1) day off without pay to attend the graduation of a spouse, son or daughter, or the wedding of a son, daughter, brother or sister, step child.

- 20:09 (a) Pregnancy/Parental/Adoption Leave will be granted as per the Employment Standards Act. The Employer shall provide for employees on Pregnancy/Parental/Adoption Leave a Supplementary Employment Insurance Plan approved by the Canada Employment and Immigration Commission. For each week of the two week mandatory waiting period, the plan will pay a sum equal to the E.I. benefit that would be payable to the employee each week of the benefit period. Employees will only be eligible for this payment if they were scheduled to work during the period of the leave.
- (b) A second year of unpaid leave for Pregnancy/Parental/Adoption leave shall be granted to the employee, upon request. The employer will return the employee to the original position. If the original position no longer exists then the employee would access bumping/transfer process as listed in the collective agreement. Benefits may be continued with the employee being responsible for one hundred per cent (100%) of the premium cost.
- (c) A member may terminate a pregnancy leave or parental leave and return to work upon providing the Board with two (2) weeks written notice.

20:10 An extended leave of up to one (1) year may be granted upon written request of an employee who has completed at least five (5) years of continuous employment with the Board subject to the following provisions:

- (a) The request must not be for the employee to seek alternative employment, unless specifically requested by the Employer in order for the employee to gain experience in skills needed by the Employer;
- (b) This request is most often for the purpose of the employee continuing his/her education. The provisions of Article 17:08 do not apply to this Article. When the request is for continuing an employee's education the request must be accompanied by a written acceptance statement from a duly recognized post-secondary institution indicating that the employee will be a full-time student;
- (c) The leave shall be without pay;
- (d) Benefits may be continued with the employee being responsible for one hundred per cent (100%) of the premium cost;
- (e) A qualified replacement, acceptable to the Board, is available;
- (f) The conditions for the employees return shall be mutually agreed by the employer and the employee at the time the leave is granted, with written copy to the Union. This will include the length of time that the employee's job will be held open before hiring a permanent replacement.

If the position being held is eliminated the employee will return with bumping privileges outlined in this Collective Agreement.

If the employee returns after the date decided then the employee will be rehired to the first available position for which the employee has the skills and qualifications needed for the position.

(g) The leave may be extended by mutual consent with sixty (60) days notice.

(h) Four weeks notice is required for early return. Placement will be based on a mutually agreeable position. The employer will endeavour to return the individual as agreed in the original leave, if applicable.

20:11 A leave of up to five (5) days for miscellaneous reasons or for absences due to extenuating circumstances may be granted by the Director of Education. This discretionary leave may be in addition to any leave granted under Article 20 and may be with or without loss of pay.

ARTICLE XXI SUPPLEMENTATION OF WORKERS' COMPENSATION BENEFIT

21:01 (a) In case of absence due to an injury resulting from employment with this Board, and covered by Workplace Safety and Insurance Act, the Employer agrees to make up the wage difference between the benefit paid by the Workplace Safety and Insurance Board (WSIB) and 100% of the employee's net wages, as defined in the Workplace Safety and Insurance Act.

In the event the WSIB withdraws the supplement and places the claimant on a full or partial pension and the claimant remains absent from work, Accumulated Sick Leave, if any, will be used at the rate of one per day of absence until fully expired. The employee shall then apply for Long Term Disability benefits, if eligible.

(b) In the event an employee is absent as above, but has exhausted sick leave credit, the terms of 20:04 shall apply and any benefit paid by WSIB shall be retained by such employee.

(c) In the event an employee is absent due to injury incurred while employed by other than this Board, such absence shall not be covered by the Board's sick leave plan and any compensation received by the employee from WSIB or any other source shall not be turned over to the Board.

21:02 An employee who is subject to compulsory quarantine by order of the local Medical Officer of Health shall continue to receive his/her regular pay during such quarantine.

- 21:03 (a) The Union and the Employer shall abide by the Occupational Health and Safety Act, currently in effect, and continue to perfect the safety measures now in effect.
- (b) The parties agree to implement the guidelines for the Structure and Function of the Joint Workplace, Health and Safety Committees as agreed between the Lambton Kent District School Board and the employees in the Union, as revised June 1, 1998 or as amended by the parties. Both parties agree that no items contained in the guidelines for the structure and function of the Joint Workplace Health & Safety Committee are grievable under this Collective Agreement.

ARTICLE XXII ABSENCE DUE TO ILLNESS

22:01 For absence due to illness, or injury not covered by the Workplace Safety and Insurance Act, an employee will be allowed his/her normal wages as follows:

- (a) Each twelve month member shall be credited with 24 sick days per year on January 1st. Each ten month member shall be credited with 20 sick days per year on January 1st.
- (b) Where a member commences employment after January 1st or is a part time member, the sick leave credit will be prorated.
- (c) Wages paid to employees within this Article shall be subtracted from their accumulated sick leave credits;
- (d) Each eligible member shall be entitled to have all the unused portion of the member's annual sick leave transferred to the member's cumulative sick leave credit.
- (e) Each member shall receive a statement of sick leave credits no later than January 31 showing the number of days to the credit of each permanent employee.

22:02 The following procedure shall be used by employees who are unable to attend work due to illness or for any reason;

- (a) Notify his/her immediate Supervisor as early as possible of his/her absence from duty;
- (b) Notify his/her immediate Supervisor as early as possible when the date of his/her return to duty is known;

- 22:03 Employees must report any and all absences from duty by preparing a Staff Absence Report immediately upon return and present such report to their Supervisor.
- 22:04 A medical certificate signed by the attending physician may be requested by the employer when an Employee's absence covers more than five (5) continuous days. The Employee while on extended illness may be required to verify current medical conditions in order to assess the Employee's ability to return to work. Such request will be at the request of the Manager of Human Resources. Any expense for such certification shall be the responsibility of the Employee.

In the event the Employer requests an occupational assessment, the Employer will bear the cost of such assessment. The assessment will be completed by a medical professional designated by the Manager of Human Resources.

- 22:05 Employees who are unable to attend work and who do not have appropriate sick leave credits shall be placed on indefinite leave of absence
- 22:06 Members on recall will not lose sick leave credits nor will they accumulate sick leave credits while not working.
- 22:07 Newly hired employees who are eligible to transfer accumulated sick leave under the Municipal and/or Education Act shall be credited with that sick leave upon supplying appropriate proof to the Board.

ARTICLE XXIII RETIREMENT

- 23:01 The purpose of this Article is to maintain the entitlement to those employees actively participating in a retirement gratuity plan as of the date of ratification of the 2000 –2002 agreement. (see Appendix B)
- 23:02 An Employee who chooses to retire may do so at the end of the month in which the employee attains his/her 65th birthday or at such earlier date as provided by the O.M.E.R.S. pension plan.
- 23:03 An employee who retires on any O.M.E.R.S. Pension before age sixty-five (65) shall be allowed to participate in benefits as outlined in Article 24.01.

ARTICLE XXIV EMPLOYEE BENEFITS

- 24:01 The Employer will provide eighty-five per cent (85%) of the cost of the premiums for the plan.
- 24:02 An employee who retires on an OMERS Pension plan before age sixty-five (65)

shall be allowed to participate in the benefits plans the employee had immediately prior to retirement until age sixty-five (65). The Board shall administer such plans and the employee shall be responsible for one hundred per cent (100%) of the premium costs.

24:03 The plan outline is covered in Appendix E of this agreement.

24:04 The parties have agreed that the employee portion of the Employment Insurance rebate will be applied to improvements to the Dental Plan.

24:05 It is understood that from time to time the Board will market the benefit plans to ensure that service and costing are competitive. Marketing of the benefit plans may result in a change in carrier. Marketing of the plan(s) would not result in a change in the benefit plan design as outlined in the contract with the carrier.

Semi-Annual meetings between the union and the Board will be held to review the performance of the CUPE benefit plan based on the carrier's claims/premium data. The committee will be responsible to evaluate the benefit plan and to make recommendations to the members and the Board regarding plan design changes that are in the best interest of the members and the Board.

The Board agrees to provide the union with up to date copies of all benefit plan contracts of this bargaining unit. The Employer will provide the rationale to the Union whenever a carrier is changed.

ARTICLE XXV CONTRACTING OUT/JOB SECURITY

25:01 (a) In order to provide job security for current members of the Union, the Employer agrees that no employee named on the Master Seniority List will be laid off as a result of work which is currently performed by Board employees, being contracted out, unless required to do so by legislation. Prior to contracting out work of a limited duration the employer will provide job opportunities for all bargaining unit employees provided they are qualified to do the work and are available. Limited duration is defined as an individual project of 30 days or less.

(b) The Employer shall notify the Union, in writing, if it re-tenders any schools currently under private contract. Such notice shall be mailed to the Union President sixty (60) days in advance of re-tendering.

(c) While any permanent employee in the Union is on lay-off, the Employer will not contract out work performed by any such employee nor employ students or government project employees or volunteers to perform such work.

- (d) In order to provide job security for members of the Union, the Employer agrees that no employee named on the Master Seniority List with a seniority date prior to and including December 31, 2004 will be laid off. For permanent 10-month employees, this clause will not apply to off work periods at Christmas and Summer.

ARTICLE XXVI MODIFIED/REHABILITATIVE WORK

- 26:01 The parties agree that modified/rehabilitative work makes a valuable contribution to a timely and safe return to work after an injury or illness has occurred. The parties shall work in a co-operative approach to establish modified work, either on a temporary or permanent basis in order to provide productive and meaningful work to accommodate an employee's established medical capabilities.
- 26:02 When the employer is aware of a modified/rehabilitative work situation, the employer, in consultation with the Union president, or designate, shall determine whether the return to work committee should meet to plan an employee's return. This committee will consist of the employee, the LKDSB Wellness Officer or designate the employee's immediate supervisor, and a representative designated by the union. A return to work plan will be implemented respecting the functional abilities identified by the treating practitioner.
- 26:03 The Union president will be provided monthly a list of members that have been off work for ten (10) or more consecutive days the previous month.

ARTICLE XXVII TECHNOLOGICAL CHANGE

- 27:01 For the purpose of this Agreement, technological change shall mean any change that introduces sophisticated equipment requiring computer (ie. hardware and/or software) or communication skills other than those currently practiced or utilized.
- 27:02 (a) Where new or greater skills are required than those already possessed by affected employees under the present methods of operation, such employees shall be provided with the training required prior to being used. No reduction in wage or salary rates will occur during the training period of any such employees nor any reduction in pay upon being reclassified in the new position.
- (b) When the Employer decides to institute a technological change that is related to the duties and functions of an employee or group of employees, the

Employer agrees to notify the Union as far as possible in advance of such intention.

- (c) At such time, the Employer will convene a meeting with the Union, to discuss the introduction of the technological change and the foreseeable effects that the change may be expected to have on the working conditions and terms of employment of the employee.
- (d) If, as a direct result of technological change, it becomes necessary to transfer, reassign or reclassify an employee, the employee affected shall be provided with retraining during working hours, with no reduction in pay.

ARTICLE XXVIII DEFERRED SALARY LEAVE PLAN

28:01 DESCRIPTION:

The plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay by spreading:

- (i) Three years' salary over four years;
- (ii) Four years' salary over five years; or
- (iii) Five years' salary over six years.

28:02 QUALIFICATION:

Any employee having five (5) years' seniority with the Board is eligible to participate.

28:03 APPLICATION:

- (i) An employee who intends on participating in the plan must apply in writing to the Manager of Human Resources on or before January 31st.
- (ii) The application form shall set out the period in which the plan is to be affected and the year in which the employee requests the leave.
- (iii) Applications are to be processed in order of receipt by the Manager of Human Resources.
- (iv) Written acceptance or denial of the employee's request with an explanation will be forwarded to the employee by April 1 in the year the application is made.
- (v) Approval of individual requests to participate in the plan shall be at the sole discretion of the Employer.

28:04 PAYMENT FORMULA AND LEAVE OF ABSENCE:

- (a) During the term of the plan a participating employee will be paid grid salary and allowances as follows:

Salary and Allowances Paid During

<u>Term</u>	<u>Working Period</u>	<u>Leave Period</u>
Four Years	75.0%	25.0% + interest
Five Years	80.0%	20.0% + interest*
Six Years	83.3%	16.7% + interest*

*Note: Interest will be earned on the portion withheld and will be paid annually.

- (i) During the leave year, the deposits made in 28:04(a) above, plus any additional interest earned, shall be paid to the employee.
- (ii) The Leave of Absence shall be taken in the last year of the term selected.
- (b) The employee agrees that the salary for the actual period of leave shall be the total of the deposits made in (a) above.
- (c) The Employer's liability to the Employee in the leave year shall be limited to the funds deducted and held in trust on deposit for the Employee.
- (d) The Employer agrees to pay the interest earned annually on the trust account at the end of each taxation year in accordance with current legislation.
- (e) On or before January 31st in the first year of participation and each year thereafter until and including the year following the leave of absence of each participating employee, he/she shall receive, from the Employer, a statement of principal and interest standing to his or her credit, as recorded and reported by the Employer's bank.
- (f) In the year of leave of absence, the employee may elect to receive payment of the accumulated deferred salary as follows:
- (i) By regular bi-weekly payments due on the same dates as provided for in the current collective agreement.
- (g) While an employee is enrolled in the plan, and not on leave, any Group Insurance Plans tied to the salary level, shall, to the extent possible according to the insurance policies then in effect, be structured according to the salary the employee would have received had he/she not been enrolled in the plan.

- (h) An employee's Group Insurance Plans will be maintained by the Employer during his/her leave of absence according to the terms and provisions of insurance policies then in effect; however, the premium costs for all Group Insurance Plans shall be paid in advance monthly by the employee during the year of the leave. Any increases in premiums during the year of the leave of absence will also be paid by the employee upon receipt of notice from the Employer. Any decrease in premiums during the year of the leave of absence will be refunded by the Employer.
- (i) While on leave, any Group Insurance Plans tied to the salary level, shall, according to the terms and provisions of insurance policies then in effect, be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the plan.

28:05 Further Provisions:

- (a) (i) Sick leave/vacation credits will not accumulate during the year spent on leave.
- (ii) Seniority will continue to accumulate.
- (iii) Experience for purposes of salary increment will not accumulate for the period of the leave.
- (b) (i) Laid off employees who are not eligible in accordance with Article 10 to return to the employ of the Employer for one (1) full year after the year of their deferred leave, must withdraw from the Plan.
- (ii) In such case, the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.
Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- (c) The Employer will make pension deductions from payments to the participant in accordance with the appropriate pension act.
- (d) An employee may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Employer. Repayment shall be as per Article 28:05 (b) (ii).
- (e) Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the employee's estate, subject to the Employer receiving the necessary clearances and proofs normally required for payment to estates.

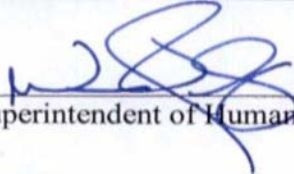
- (f) All employees wishing to participate in the Plan shall be required to sign a contract supplied by the Employer before final approval for participation will be granted.

**ARTICLE XXIX
TERM OF THIS AGREEMENT**

29:01 This Agreement shall be for a term commencing January 1, 2009 and ending on August 31, 2012 and thereafter from year to year unless either party gives notice, in writing, to the other not less than thirty (30) and not more than ninety (90) days prior to the expiration date hereof of the party's intention to terminate or negotiate revisions to this Agreement.

Dated at Sarnia this 1st day of December, 2008

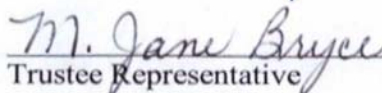
The Lambton Kent District School Board



Superintendent of Human Resources



Chief Negotiator



Trustee Representative



Trustee Representative



Superintendent of Business

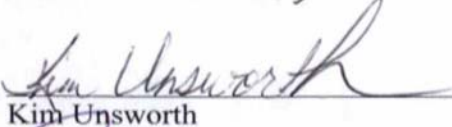
**Canadian Union of Public Employees,
Local Union No. 1238**



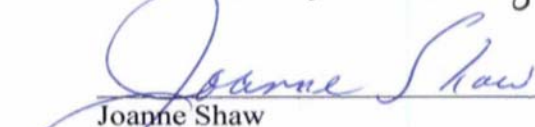
Irene Duff President C.U.P.E. 1238



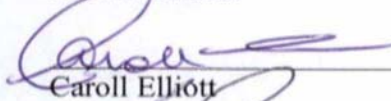
Helen McConkey National CUPE



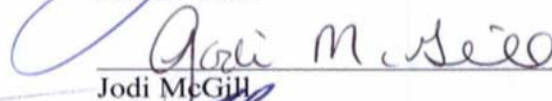
Kim Unsworth



Joanne Shaw



Carol Elliott



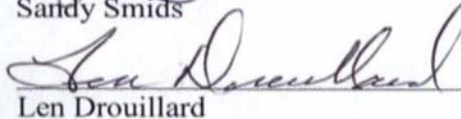
Jodi McGill



Sandy Smids



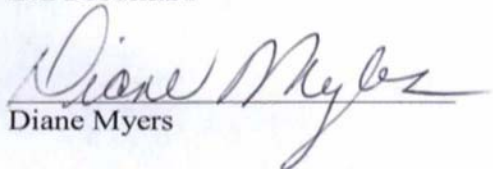
JIM HANSEN
Jim Hansen



Len Drouillard



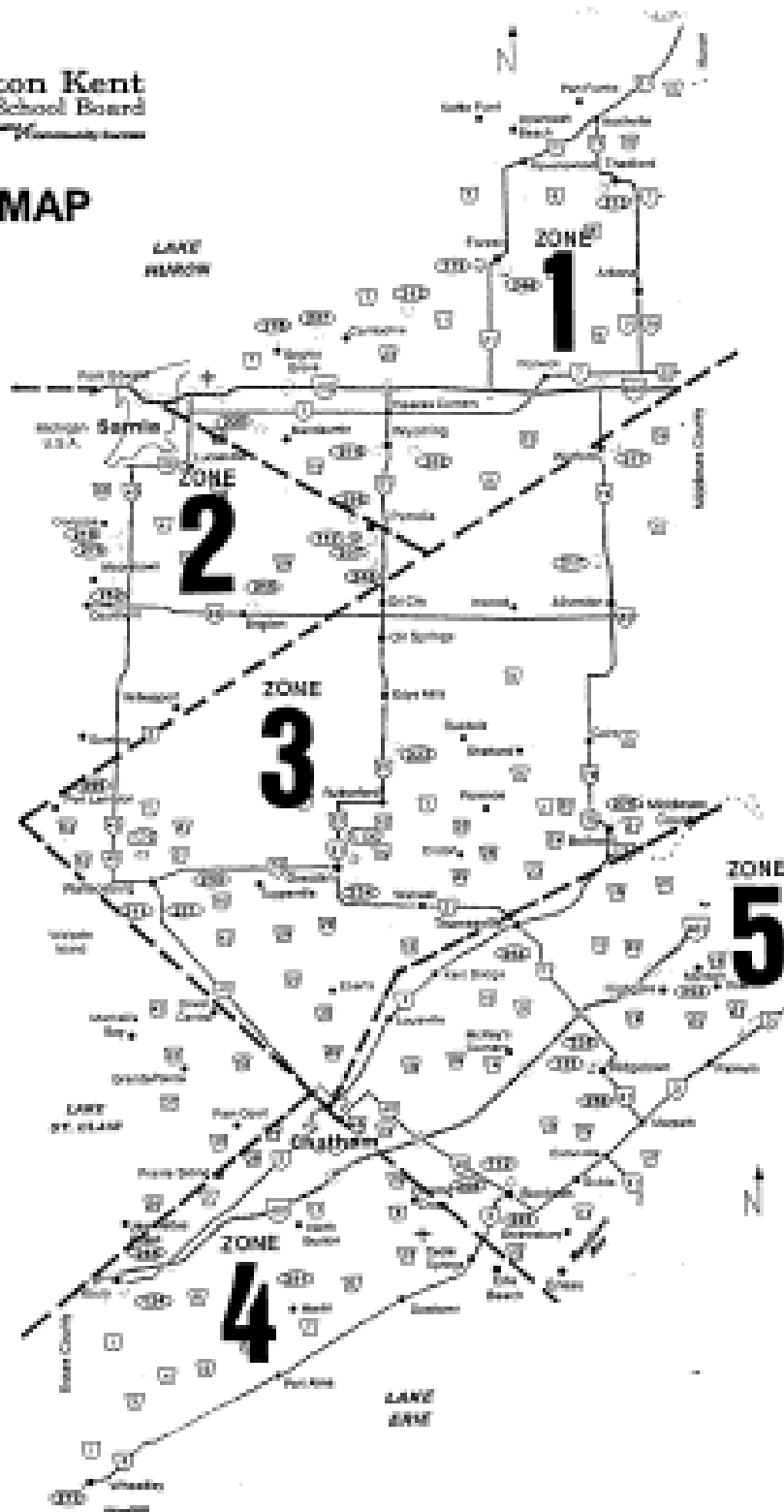
Scott Marshall



Diane Myers



ZONE MAP



FIVE ZONE AREA

LAMBTON KENT DISTRICT SCHOOL BOARD FIVE ZONE AREA				
ZONE 1	ZONE 2	ZONE 3	ZONE 4	ZONE 5
Aberarder Central 212	Brigden 215	A.A. Wright 211	Gregory Drive 231	Blenheim D.S.S. 112
Alexander Mackenzie 111	Colonel Cameron 219	Brooke Central 217	Indian Creek Road 239	Chatham Collegiate I. 113
Bosanquet Central 213	Devine Street 223	Chatham-Kent S.S. 114	John McGregor S.S. 116	Harwich-Raleigh 235
Bridgeview 214	Hanna Memorial 234	D.A. Gordon 221	John N. Given 240	Ridgeview Moravian 238
Bright's Grove 216	High Park 236	Dawn-Euphemia 222	Merlin Area Central 251	Queen Eliz (C) 255
Cathcart Blvd 218	Hillcrest 237	Dresden Area Central 224	Tecumseh 263	Ridgetown D.H.S. 121
Confederation Central 220	Johnston Memorial 241	East Lambton Elem 277	Tilbury Area Central 265	Ridgetown P.S. 258
Errol Road 226	Lambton Centennial 246	H.W. Burgess 233	Tilbury D.H.S. 124	Thamesville Area 264
Errol Village 227	Lambton Central 117	King George (C) 242	Victor Lauriston 266	W.J. Baird 268
Grand Bend 230	Lansdowne 247	Lambton Kent Comp 118	Wheatley Area 272	
King George (S) 243	London Road 248	McNaughton Ave 250	Winston Churchill 273	
Kinnwood Central 244	Mooretown Courtright 252	Riverview Central 259		
Lakeroad 245	Queen Eliz (P) 256	Wallaceburg D.S.S. 125		
North Lambton 119	Queen Eliz (S) 257	Zone Twp Central 275		
Northern Collegiate 120	St. Clair Secondary 123			
Rosedale 261	Sarnia Collegiate 122			
South Plympton 262	Sir John Moore 276			
Wyoming 274				
	Adult Ed Centre (S)	Chatham Reg. Ed Centre	Dover Centre	
	Maintenance (S)	Adult Ed Centre (C)		
	Sarnia Ed Centre	Maintenance (C)		

APPENDIX B RETIREMENT GRATUITIES

Former CUPE 1563 - Clerical & Technical - 12 month employees

Employees who were employees of the Board as at July 1, 1973 and who having completed more than three (3) years of continuous service and cease to be employed by the Board or if having completed less than three (3) years of continuous service dies; and

Employees who joined or rejoined the Board's employ after July 1, 1973, and prior to March 1, 1979, and who have completed more than ten (10) years of continuous service.

The amount of severance pay shall be equal to one-half the number of sick days standing to the employee's credit at termination, calculated on the basis of his/her daily rate of pay at the date of termination, and, in any event shall not be in excess of the one-half year's basic earnings immediately prior to termination of employment. Employees transferring to another employer with a reciprocal sick leave plan will not be entitled to payment under this clause. For purposes of calculating the number of sick days standing to the credit of the employee, fifty percent (50%) of all sick leave days standing to the credit of the employee as at December 31, 1968, plus all sick leave days accumulated and not used since January 1, 1969 shall be used in determining the total number of sick days credit at time of termination.

Any employee discharged by the Board for just cause shall lose or forfeit all benefits under this plan.

Former CUPE 986 - Maintenance

This clause applies only to employees on staff and covered by this Agreement as of January 1, 1991. When an employee ceases to be employed by the Board and has more than two (2) years' service or when an employee having less than two (2) years' service dies, there shall be paid to him/her, or his/her Estate, an amount equal to the maximum permitted under the Municipal Act of his/her sick leave credits computed on the basis of his/her daily pay at the date of termination of employment. This amount shall not exceed six months pay and the employee or his/her beneficiary may select to be paid in a lump sum or the amount can be paid in regular consecutive monthly payments of not less than fifty (50) dollars. An employee transferring to another Board or another employer with a reciprocal sick leave plan may choose to transfer his/her sick leave credits in lieu of the above.

An employee discharged by the Board for just cause shall lose or forfeit all benefits under this plan.

Former CUPE 1019 - Custodial

When an employee whose seniority date is prior to May 3rd, 1973, ceases to be employed by the Board and has more than two (2) years' service or when such an employee having less than two (2) years' service dies, there shall be paid to him/her, or his/her Estate, an amount equal to the maximum permitted under the Municipal Act of his/her sick leave credits computed on the basis of his/her daily rate of pay at the date of termination of employment but shall not be in excess of the one-half years' basic earnings immediately prior to termination of employment. Employees transferring to another Board or other employer with a reciprocal sick leave plan will not be entitled to payment under this clause.

Any employee discharged by the Board for just cause shall lose or forfeit all benefits under this plan.

Former CUPE 1238 Kent - Custodial/Maintenance

(a) A retirement gratuity, not exceeding one-half a year's earnings, will be paid to an employee hired prior to February 17, 2001, who:

- (i) Reaches age sixty-five (65) and retires;
- (ii) Leaves the Board for reason of retirement on any O.M.E.R.S. Pension and who is at least fifty-five (55) years of age.

(b) The gratuity shall be based on the following at time of retirement:

- (i) One-half (1/2) of the employee's accumulated sick leave balance (ASL);
- (ii) Service in years with ten (10) years for full benefit;
- (iii) Timesheet earnings for the last twelve (12) months divided by 260.

(c) The gratuity shall be calculated as follows:

$$\frac{\text{ASL}}{2} \times \frac{\text{Service}}{10} \times \text{Earnings per Day}$$

(d) The gratuity shall be paid in a lump sum in the year of retirement.

(e) If death occurs before retirement, a retirement gratuity will be paid to the deceased's estate if the employee was eligible for one of the following O.M.E.R.S. pensions.

- (i) Normal retirement at age 65;
- (ii) Early retirement based on the 90 factor

Former CUPE 2214 Clerical/Technical/Educational Assistants/Study Room Supervisors/ *Psychology Counsellors/ *Speech Pathologists

- (a) A retirement gratuity, not exceeding one-half a year's earnings, will be paid to an employee hired prior to December 31, 1984, who:
- (i) Reaches age sixty-five (65) and retires;
 - (ii) Leaves the Board for reason of retirement on any O.M.E.R.S. Pension and who is at least fifty-five (55) years of age.

In the case of Psychology Counsellors/Speech Pathologists, the retirement gratuity hire date shall be constituted to be prior to February 17, 2001 who:

- (i) Reaches aged sixty-five (65) and retires;
 - (ii) Leaves the Board for reason of retirement on any O.M.E.R.S. Pension and who is at least fifty-five (55) years of age.
- (b) The gratuity shall be based on the following at time of retirement:
- (i) One-half (1/2) of the employee's accumulated sick leave balance (ASL);
 - (ii) Service in years with twenty (20) years for full benefits;
 - (iii) Earnings of the last twelve (12) months converted to a daily rate.

- (c) The gratuity shall be calculated as follows:
- $$\frac{\text{ASL}}{2} \times \frac{\text{Service}}{20} \times \text{Earnings per Day}$$

- (d) At the employees option, the gratuity shall be paid in a lump sum in the year of retirement, or five (5) equal installments over a five (5) year equal installments over a five (5) year period commencing in the year of retirement.

If death occurs after retirement, the balance of the gratuity, if any, shall be paid in a lump sum to the deceased's estate.

- (e) An employee who defers the O.M.E.R.S. Pension is not entitled to a retirement gratuity.

APPENDIX C

Job Evaluation Maintenance (Pay and Internal Equity Maintenance)

A. Terms of Reference

The parties have agreed to the following Terms of Reference for the purpose of Pay Equity Maintenance in accordance with the provisions of the Pay Equity Act and its guidelines as well as maintaining internal equity with respect to Job Evaluation Plan and classifications referred to in the Collective Agreement.

B. Joint Job Evaluation Committee

The Joint Job Evaluation Committee (JJEC) shall be comprised of:

- 4 representatives from C.U.P.E.
- 4 representatives from the Board.

A quorum for the Joint Job Evaluation Committee meeting shall be a minimum of six members – three each from C.U.P.E. and the Board.

Normally, the JJEC shall meet to review new evaluations and for re-evaluations in October and April each year. Where necessary, additional meetings may be scheduled.

The position of Chairperson to the JJEC shall alternate by meeting or otherwise as mutually agreed between C.U.P.E. and the Board.

Accurate minutes and rating documentation of the JJEC must be kept. Such minutes and rating documentation shall be recorded by the Recording Secretary (as mutually agreed upon by the parties) to the JJEC for each meeting.

The decision of the Joint Job Evaluation Committee must be by consensus. All decisions made by the JJEC are final and binding. The JJEC shall provide rationale for their decisions.

If consensus cannot be reached - see Section D, Settlement of Disagreements.

It shall be the responsibility of the Joint Chairpersons to communicate the decision of the JJEC to the incumbent(s) and supervisor(s) using the Job Evaluation Advice of Rating Form (Appendix A attached).

C. Maintenance Program

1.1 It is important to maintain accurate job descriptions and/or job fact sheet questionnaires and job rating on an ongoing basis. It is the intention of the parties to periodically review jobs upon request and to ensure all remaining jobs be reviewed every 24 to 36 months.

1.2 Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been materially changed, or that the job description and/or job analysis

questionnaire does not reflect the duties responsibilities of the job, the following procedures shall be followed:

- (a) The incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing and submitting an Application Form for Job Evaluation Maintenance Form (Appendix B attached); through the Human Resources Department.
- (b) Upon receipt of a completed Job Evaluation Reconsideration Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve the interviewing of incumbent(s) and the supervisor(s) and visits to the job site by two appointed J.J.E.C. members (one (1) Union/one (1) Employer), as well as information from the Job Fact Sheet Questionnaire and/or Job Description as appropriate. Based on this information, the Committee shall update the job description and/or job fact sheet questionnaire as necessary;
- (c) Where the job description and/or job fact sheet questionnaire has been changed, the JJEC shall meet to rate each sub factor of the job, establish a new rating for the job and advise the incumbent(s) and the supervisor of its decision (Appendix A). The rating of the job shall determine the wage rate classification for the job;
- (d) If the job is rated at a wage rate classification higher than the existing pay rate, the incumbent's rate of pay shall be adjusted retroactive to the date the Application for Job Evaluation Maintenance Form was received by Human Resources. The incumbent(s) shall retain the same place on any increment grid. All economic adjustments negotiated from time to time shall be calculated upon the appropriate wage rate classification;
- (e) If the job is rated at a wage rate classification lower than the existing wage rate the incumbent shall have their current rate frozen until the new rate meets or exceeds their current rate.

1.3 Whenever the Employer wishes to establish a new job, the following procedures shall apply;

- (a) The employer shall prepare a new job description for the job.
- (b) The employer establishes an interim rate for the job, based on the new job description.
- (c) The job shall be posted and any person appointed to the job shall be paid within the temporary wage rate level;

- (d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Fact Sheet Questionnaire which shall be submitted to the JJEC for rating according to the previously agreed to procedure. This shall occur at the 1st scheduled meeting of the JJEC after the 6 month appointment to the position. The wage rate shall be paid to each incumbent effective the date of his/her appointment to the job.

D. Settlement of Disagreements

2.1 In the event the JJEC, is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Co-chairpersons of the JJEC shall request, within ten (10) working days, that each party designate an Advisor to meet with the JJEC. The two (2) Advisors shall meet with the JJEC and attempt to assist in reaching a decision.

2.2 If, after meeting with the two(2) Advisors appointed pursuant to Section D, 2.1 the JJEC remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

Either party may, by written notice to the other party, refer a pay equity dispute to a Review Officer from the Pay Equity Commission, as per the Pay Equity Act. Any other disputes shall be addressed in accordance with grievance procedures as outlined in the Collective Agreement.

E. Applying the Rating to the Wage Rate Classification

3.1 The total job evaluation point allocation shall be used to determine the wage rate level for all jobs based upon the following table:

<u>Wage Rate Level</u>	<u>Job Evaluation Bands</u>
1	Up to 149 points
2	150 - 179 points
3	180- 209 points
4	210 - 239 points
5	240 - 269 points
6	270 - 299 points
7	300 - 329 points
8	330 - 359 points

**APPENDIX D
SCHEDULE A & B**

		Effective January 1, 2009			Effective January 1, 2010			Effective January 1, 2011			Effective January 1, 2012		
				Job Rate 12 Month			Job Rate 12 Month			Job Rate 12 Month			Job Rate 12 Month
Level	Job Title	Start	6 Month	Month	Start	6 Month	Month	Start	6 Month	Month	Start	6 Month	Month
Schedule B		3.00%			3.00%			3.00%			3.00%		
	Psychometrist	58877	60756	62636	60643	62579	64515	62463	64456	66450	64337	66390	68444
	Speech & Language Pathologist	58877	60756	62636	60643	62579	64515	62463	64456	66450	64337	66390	68444
Schedule A													
7	Heating Cooling Repair Tech/Mechanic	27.21	28.07	28.96	28.03	28.91	29.83	28.87	29.78	30.72	29.74	30.67	31.64
	Plumber/Gas Technician 1	27.21	28.07	28.96	28.03	28.91	29.83	28.87	29.78	30.72	29.74	30.67	31.64
6	Attendance Officer	24.61	25.38	26.19	25.35	26.14	26.98	26.11	26.92	27.79	26.89	27.73	28.62
	Carpenter	24.61	25.38	26.19	25.35	26.14	26.98	26.11	26.92	27.79	26.89	27.73	28.62
	Electrician	24.61	25.38	26.19	25.35	26.14	26.98	26.11	26.92	27.79	26.89	27.73	28.62
	Plumber	24.61	25.38	26.19	25.35	26.14	26.98	26.11	26.92	27.79	26.89	27.73	28.62
	System Application Technologist	24.61	25.38	26.19	25.35	26.14	26.98	26.11	26.92	27.79	26.89	27.73	28.62
5	Accounting Clerk I	22.30	23.01	23.71	22.97	23.70	24.42	23.66	24.41	25.15	24.37	25.14	25.90
	Buyer	22.30	23.01	23.71	22.97	23.70	24.42	23.66	24.41	25.15	24.37	25.14	25.90
	Client Support Technologist - Student Admin	22.30	23.01	23.71	22.97	23.70	24.42	23.66	24.41	25.15	24.37	25.14	25.90
	Itinerant Support Technologist - Sp Ed	22.30	23.01	23.71	22.97	23.70	24.42	23.66	24.41	25.15	24.37	25.14	25.90
	Library Supervisor	22.30	23.01	23.71	22.97	23.70	24.42	23.66	24.41	25.15	24.37	25.14	25.90
	Maintenance Mechanic II	22.30	23.01	23.71	22.97	23.70	24.42	23.66	24.41	25.15	24.37	25.14	25.90
	Payroll Clerk I	22.30	23.01	23.71	22.97	23.70	24.42	23.66	24.41	25.15	24.37	25.14	25.90
	PC Administrative Technologist	22.30	23.01	23.71	22.97	23.70	24.42	23.66	24.41	25.15	24.37	25.14	25.90
	Secretary to Elementary Principal	22.30	23.01	23.71	22.97	23.70	24.42	23.66	24.41	25.15	24.37	25.14	25.90
	Web Technologist	22.30	23.01	23.71	22.97	23.70	24.42	23.66	24.41	25.15	24.37	25.14	25.90

Level	Job Title	Effective January 1, 2009			Effective January 1, 2010			Effective January 1, 2011			Effective January 1, 2012		
		Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month
4	Communicative Disorder Assistant	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	Custodian 1	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	Educational Assistant	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	Electronic Repair Technician	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	Library/Media Technician	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	Payroll Clerk II	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	School Based Network Technologist	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	Science Partnership Technician	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	Secondary Clerk I	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	Secretary to Principal Secondee - Alternative and Continuing Education	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	Secretary to Manager of Information Technology	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	Secretary to Principal Secondee	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	Secretary to Supv. of Psychological Services and Principal Secondee of Special Ed.	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
	Secretary to Manager of Financial Services	20.03	20.67	21.31	20.63	21.29	21.95	21.25	21.93	22.61	21.89	22.59	23.29
3	Accounts Payable Clerk II	18.21	18.80	19.35	18.76	19.36	19.93	19.32	19.94	20.53	19.90	20.54	21.15
	Custodian 3	18.21	18.80	19.35	18.76	19.36	19.93	19.32	19.94	20.53	19.90	20.54	21.15
	Information Technology Help Desk	18.21	18.80	19.35	18.76	19.36	19.93	19.32	19.94	20.53	19.90	20.54	21.15
	Secondary Clerk II	18.21	18.80	19.35	18.76	19.36	19.93	19.32	19.94	20.53	19.90	20.54	21.15
	Secretary to Manager of Plant & Maintenance	18.21	18.80	19.35	18.76	19.36	19.93	19.32	19.94	20.53	19.90	20.54	21.15
	Staff Development/Program Clerk	18.21	18.80	19.35	18.76	19.36	19.93	19.32	19.94	20.53	19.90	20.54	21.15
	Truck Driver	18.21	18.80	19.35	18.76	19.36	19.93	19.32	19.94	20.53	19.90	20.54	21.15

Level	Job Title	Effective January 1, 2009			Effective January 1, 2010			Effective January 1, 2011			Effective January 1, 2012		
		Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month
2	Accounting/Plant Clerk	16.82	17.39	17.90	17.32	17.91	18.44	17.84	18.45	18.99	18.38	19.00	19.56
	Courier	16.82	17.39	17.90	17.32	17.91	18.44	17.84	18.45	18.99	18.38	19.00	19.56
	Custodian 2	16.82	17.39	17.90	17.32	17.91	18.44	17.84	18.45	18.99	18.38	19.00	19.56
	Information Technology Help Desk	16.82	17.39	17.90	17.32	17.91	18.44	17.84	18.45	18.99	18.38	19.00	19.56
	Media Clerk	16.82	17.39	17.90	17.32	17.91	18.44	17.84	18.45	18.99	18.38	19.00	19.56
	Print/Mail Clerk	16.82	17.39	17.90	17.32	17.91	18.44	17.84	18.45	18.99	18.38	19.00	19.56
	Purchasing Clerk	16.82	17.39	17.90	17.32	17.91	18.44	17.84	18.45	18.99	18.38	19.00	19.56
	Receptionist	16.82	17.39	17.90	17.32	17.91	18.44	17.84	18.45	18.99	18.38	19.00	19.56
	Science Partnership/Records Management Clerk	16.82	17.39	17.90	17.32	17.91	18.44	17.84	18.45	18.99	18.38	19.00	19.56
	Secondary Clerk III	16.82	17.39	17.90	17.32	17.91	18.44	17.84	18.45	18.99	18.38	19.00	19.56
Study Room Supervisor	16.82	17.39	17.90	17.32	17.91	18.44	17.84	18.45	18.99	18.38	19.00	19.56	
1	Elementary Clerk	15.67	16.15	16.64	16.14	16.63	17.14	16.62	17.13	17.65	17.12	17.64	18.18
	Library Clerk	15.67	16.15	16.64	16.14	16.63	17.14	16.62	17.13	17.65	17.12	17.64	18.18
	Secondary Clerk IV (ALC)	15.67	16.15	16.64	16.14	16.63	17.14	16.62	17.13	17.65	17.12	17.64	18.18

APPENDIX E - BENEFIT PLAN OUTLINE

The following benefits description is a general summary only. Exact benefits are described in detail in the respective policy contracts issued by the insurance companies on risk for these coverages. In the event of a dispute, the policy contract(s) will be binding on all parties. Generally benefits are compulsory unless otherwise indicated but may be subject to certain rules as minimum number of hours worked or coverage by a spouse.

Benefit	Plan Design
Basic Life Insurance	- 3 times annual earnings to maximum \$200,000.
AD&D (Optional)	- Same as Basic Life above
Optional Life	- Available to employee and spouse, in increments of \$25,000 to maximum of \$250,000. - Subject to proof of good health
Optional Dependent Life	- Spouse - \$10,000 - Eligible Dependent Children - \$5,000 - Subject to proof of good health
Visioncare	- Maximum \$250 every 24 months - Nil deductible - Eye Exams \$75.00 every 24 months
Extended Health (Incl. Drugs)	- \$5.00 deductible - Reimbursement drug plan, nil deductible, \$7.50 capped dispensing fee, including drugs which by law or convention require a prescription (no over-the-counter drugs) - Pay Direct Card - Paramedic Practitioners - \$300 per calendar year - Medical Services & Supplies - reasonable and customary charge - Hearing Aids - Maximum \$1,000 per 24 months - Private Duty Nursing - \$25,000 per 3 years
Semi-Private	- 100% co-insurance - Nil deductible
Out of Province/ Out of Canada Emergency & Travel Assistance	- Equivalent to Liberty Health's Deluxe Travel benefit (described in plan specifications) - Nil deductible - 100% co-insurance - enrolment is compulsory for all new hires
Dental	- Nil deductible - Fee Guide - Current, less 1 year - Basic & Minor Restorative - 95% - Major Restorative - 50% - Combined Maximum - \$2,000 per person per calendar year (for Basic, Minor and Major Restorative) - Orthodontic Services - 50% includes dependants under age 25 while in school - Lifetime Maximum - \$2,500 includes dependants under age 25 while in school - Recall Examinations - once every 9 months
Long Term Disability	- Elimination Period - later of 6 months or expiration of sick leave - All members - 50% of monthly earnings - Monthly maximum - \$2,000 - Non-evidence maximum - \$2,000 - Maximum Benefit Period - 5 years or age 65 whichever is first - Definition of Disability - 12 months own occupation - Pre-Existing Condition - 3/12 - Offsets - primary and dependent CPP benefits
Health & Dental Survivor Benefit on Employee's Death	- Benefits continue, subject to certain conditions, for up to 90 days. - Premiums are waived
Employee Assistance Program	- 100% Board Insurance

APPENDIX F STRUCTURE AND FUNCTION OF THE JOINT WORKPLACE HEALTH AND SAFETY COMMITTEE

The Parties agree to implement the Guidelines for the Structure and Function of the Joint Workplace Health and Safety Committee as agreed between the Lambton Kent District School Board and the Members of CUPE 1238, as revised or as amended by the Parties. Dispute resolution will be in accordance with the process outlined in the Guidelines. Copies of the Guidelines will be made available on the internal web site and/or the Health & Safety Department.

APPENDIX G TEMPORARY VACANCIES GUIDELINES

1. Temporary postings are open to Permanent CUPE 1238 employees only.
2. Temporary vacancy is defined as being a minimum of four (4) months.
3. There will be a five (5) working day posting period for temporary vacancies.
4. Eligibility for the position must be for reasons of promotion, increase in hours, in a different experience. Lateral moves will not be considered.
5. Employees who have been in a position for less than 6 months will not be eligible to apply for temporary vacancy postings.
6. Selection of the successful candidate will be based on seniority, provided the applicant has the necessary skill, ability, and qualifications to do the posted job.
7. Principals/supervisors will have final approval as to the release of an applicant; which would not be unreasonably withheld; however, circumstances may be such that, i.e.: workload during peak times may prevent individuals from being allowed to move.
8. There will be no subsequent temporary postings as a result of the filling of the posted temporary vacancy; however, the terms of Article 11:13 will apply for locations/departments where there is more than one CUPE 1238 employee. Upon fulfillment of Article 11:13 obligation, if applicable, principals/supervisors will then be able to fill the resulting temporary vacancy by selecting an individual from the occasional list.
9. An employee taking a temporary transfer from a 10 month to 12 month position or a 12 month to 10 month position assumes the practices of the group they are assigned to.

APPENDIX H LETTERS OF AGREEMENT

PDT AGREEMENT

1. PDT Preamble Letter of Understanding
2. Base Line Staffing – for information
3. Provincial Committee participation
4. #3 – Provincial Development Allocation
5. #5 – Elementary Supervision – Lunch Room Supervisor classification – New
6. #6 – School Operations – Staff Funding Enhancement Custodial/Maintenance Staff (School Operations)
7. #7 – Office and Support Staff (School Secretaries) Staffing Funding Enhancement
8. #8 – Staffing Funding Enhancement for 2009-10 Professionals and Para-Professionals
9. Transferability (me to) under the PDT
10. #12 – Group Benefits and other Working Conditions
11. #5 – Staffing Funding Enhancement for 2011–2012 Educational Assistants
12. Letter of Understanding Supervision

OTHER

1. Pension Plan OMERS – discussion of concerns regarding OMERS administration of the pension plan at Labour Management
2. Student Supervision by Custodians, Maintenance, Clerical Employees and Library Employees

PDT PREAMBLE

Letter of Understanding

Between
Lambton Kent District School Board
(The Board)
and
The Canadian Union of Public Employees
Local 1238
(The Union)

The Lambton Kent District School Board and the Canadian Union of Public Employees are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

This Letter of Understanding shall not be considered as part of the collective agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

Letter of Understanding - Base Line Staffing

It is agreed that the base line staffing numbers for all PDT staffing issues will be set at the October 2008 levels based on the Board's estimates. The base line staffing number is 617.6. The Parties agree that this letter of Understanding is not a guarantee of staffing and is not grievable.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

**Violence in the Workplace, Green Clean Working Group, Support Workers
Advisory Group (SWAG) and Tripartite Benefits Committee**

The parties agree that in the event that a member(s) of Local 1238 is appointed as a member any of these Joint Task Groups that all time spent by said member(s) to attend meetings of the Joint Task Groups shall be treated as paid time based on a regular work day.

All expenses related to the participation in these Provincial committees will be funded by the Ministry of Education as outlined in the PDT.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

Professional Development Allocation

Letter of Understanding – Professional Development

The Board will receive, in 2008-2009, a one-time allocation for professional development and training for bargaining unit employees. The proportional share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in 2008-2009 and/or 2009/2010. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

The parties agree to the concepts as outlined in the PDT agreement – Point #3 – Professional Development and Training.

CUPE Local 1238 and the Board jointly agree to a philosophy which encourages professional development for staff. The professional development committee has been established as per the PDT agreement and will continue to meet regularly to review professional development opportunities and make recommendations to the Board for PD activities.

The professional development committee will be equal participants as is currently established.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

New Classification – Lunch Room Supervisor

The parties agree to create a new classification Lunch Room Supervisor that will be added to the collective agreement as **described** under Article 2.01 of the collective agreement- Schedule of Job Classifications and wages – the hourly job rate effective September 1, 2008 will be established **at the start rate for Level 2 (\$16.33)** per hour and will be annually increased by 3% in each year of the agreement. This placement on the grid will be confirmed by the Job Evaluation Committee according to the Job Evaluation process.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

Letter of Understanding – PDT-Staff Funding Enhancement for Custodial/Maintenance Staff (School Operations)

The Parties agree to:

- ❖ Contribute to an external study of school operations' costs, funded by the Ministry of Education to inform the 2010 funding model review;
- ❖ Have a yearly local Board-Bargaining Unit conversation to identify one board-wide project that would contribute to the public's positive perception of the quality of Board properties, contingent on resources available to the School Board.

The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in Council, to increase in 2009-10 the School Operations benchmark per square metre by \$1.41.

The Parties note the Government's requirement that this funding enhancement in 2009-10 be used to fully address the workload of Custodial/Maintenance/Skilled Trades, considering:

- ❖ Existing local staffing formulas;
- ❖ The new requirements for monitoring water quality; and
- ❖ The importance of maintaining school buildings and grounds in good physical condition.

The Lambton Kent District School Board must apply this enhancement in 2009-10 up to the value of the Board's share of the new allocation, in the following order:

- ❖ Offset staff reductions in Custodial/Maintenance/Skilled Trades that may otherwise have occurred between the 2008-09 and 2009-10 school year due to declining enrolment;
- ❖ Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance Staff/Skilled Trades 2009-10 up to the value of the Board's share of this new allocation – the Board proposes to hire additional maintenance staff to be a team who will perform work order repair.

The Lambton Kent District School Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

**Staffing Funding Enhancement for 2009-10
Office Support Staff (Elementary School Secretary)**

Letter of Understanding- Staffing Enhancement- Office Support Staff/Elementary School Secretary

Whereas the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 funding for Office Support Staff in elementary schools through the elementary component of the School Foundation Grant;

Whereas the Government will require that this funding enhancement be used, in 2009-10, in the manner described below;

Subject to the above, in 2009-10, the Board will apply this enhancement funding, up to the value of the Board's share, in the following order:

- offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- use the remaining funds to ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an Office Staff person working 35 hours/week; and/or hire additional unionized Board-employed Elementary School Office Support staff in 2009-10.

The Board will share the financial analysis and calculations of this allocation with CUPE 1238.

The parties agree that the Board's Elementary and Secondary school staffing formula for 2008-09 shall continue to be used for the term of this collective agreement provided that the Ministry of Education's School Foundation is changed, the Board and CUPE will meet to collaboratively make amendments to the Board's Elementary and Secondary school staffing formula in order to account for the changes to the Ministry's School Foundation Formula.

The parties further agree that the funding that remains after the above clauses are satisfied, can be used as pool hours as determined by the parties on an annual basis through a collaborative process. The pool hours are to be used to assist with workload issues. The parties agree to meet no later than October 31 of each year to mutually determine the use of these funds.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

**Staffing Funding Enhancement for 2009-10
Professionals and Para-Professionals**

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to enhance the level of Professional and Para-Professional Supports in the Elementary Pupil Foundation Grant as follows: 0.33 staff per 1,000 elementary pupils in 2009-10;

WHEREAS the Government will require that this funding enhancement be used, in 2009-10, in the manner described below;

Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- Offset staff reductions in Professional and Para-Professional Support Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Professional and Para-Professional Supports in 2009-10, up to the value of the Board's share of this new allocation, to enhance direct services to students with special needs and/or at-risk students, targeted to the following job categories: attendance counselors, social workers, child/youth workers and community workers, as well as professionals and paraprofessionals who provide support for special education such as psychologists, psychometrists, and speech pathologists. Special consideration will be given to the needs of Grade 7 and 8 Students.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

Transferability of Other PDT Agreements

The Parties agree that any additional funding enhancements or funding over and above the funding and enhancements in the May 27, 2008 PDT agreement that is forthcoming from the Government as contemplated in s.13 and/or the letter of understanding at pages 17 or 21 of the PDT agreement shall be distributed to the benefit of members of the bargaining unit. The nature of the distribution will be determined by further negotiations, **were it applies to enhancement**, between the Parties.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

Group Benefits and other working Conditions (12)

In accordance with the terms of the provincial Discussion Table (PDT) for the 2008-2012 collective agreement, the Lambton Kent District School Board and CUPE Local 1238 will meet to review and apply the Additional Enhancement Monies, which has been spent on the plans change noted below, for the enhancement of group benefits and other working conditions to be effective September 1, 2010.

Boards must spend no less than their allocated amount under this \$33 million enhancement.

The CUPE Local's share of the Board's allocation under the \$33 million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit, shall be excluded.

The Board shall share the financial analysis and calculations of this allocation with the CUPE local Bargaining Unit.

All group benefit coverage levels, provisions and practices in place in 2007-2008 which were not revised under this \$33 million enhancement as listed below, shall remain status quo for the 2008 to 2012 locally negotiated Collective Agreement.

Plan Change: from 100% ODB and 85% non-ODB (Two Tiered) to 100% all drugs.
Effective September 1, 2010.

The existing Benefit Committee will meet to explore and review options to sustain benefits enhancements to CUPE members.

Upon written request, School Boards shall provide the local CUPE bargaining Unit with the requested disclosure to inform decision making on this matter. The nature of this disclosure will be similar to, but not limited to, the information provided by School Boards in a public procurement process.

Original document signed November 20, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

Letter of Understanding Staffing Funding Enhancement for 2011-12 Education Assistants

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2011-12 the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% and the Special Education Per Pupil Amount (SEPPA) in the GSN as follows: JK to Grade 3 benchmark : \$86.55; Grade 4 to Grade 8 benchmark: \$66.62; Secondary benchmark: \$41.09;

WHEREAS the Government will require that this funding enhancement be used, in 2011-12, in the manner described below;

Subject to the above, in 2011-12, the Board will apply this enhanced funding, up to the value of the Board's share, as follows:

- Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Education Assistants from 188 to 194;
- Increase the number of hours worked by Education Assistants up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement. The use of incremental hours for Education Assistants must include scheduled supervision of students or after-school homework support.

Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this collective agreement.

Principals shall have the flexibility to assign these hours in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistants' working conditions.

The parties agree that Educational Assistants, who are assigned to work with students with high needs, shall be assigned to work only with these students for the duration of the instructional day.

1. The Board agrees that the EA's will be moved to 194 work days, except elementary EA's who already work 194 days, as follows:

188 days in 2008 – 2009

189 days in 2009 – 2010

190 days in 2010 – 2011

194 days in 2011 - 2012

2. Education Assistants Funding Enhancement in 2011 – 2012 will be applied as follows: Fully offset the increment cost of increasing the number of paid working days on the approved school year calendar for Educational Assistants from 188 – 194.

Increase the number of hours worked by Educational Assistants from 6.5 to 7 hours per day, by September 1, 2011.

Original document signed November 20, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

Letter of Understanding – Supervision

In accordance with the Provincial Discussion Table (PDT) Agreement, the parties agree that the use of the incremental hours for Education Assistants must include scheduled supervision of students or after school homework support.

The Board and the Union are committed to ensuring that the work of Educational Assistants remains student focused. It is recognized that the Board has developed a process to fairly utilize Educational assistants with respect to the supervision of students.

It is agreed that Educational Assistants who are assigned supervision will be scheduled on the individual supervision schedule. A copy of each current schedule will be provided to the Superintendent of Human Resources and the Union President. Any problems which arise will be the subject of discussion between the Superintendent of Human Resources and the Union President.

Agreed this 20th day of November 2008 in Sarnia, Ontario.

Original document signed November 20, 2008 and held by the Lambton Kent District School Board.

For the Board

For the Union

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

New Language - Pension Plan – OMERS – (Union Amended Position)

The Board and CUPE Local 1238 agree to meet and identify any **concerns regarding OMERS administration** of the pension plan and if necessary, communicate as appropriate to the bargaining unit. It is agreed that issues identified will be brought to the labour-management committee meetings.

Placement to be determined.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

Student Supervision – Custodial, Maintenance, Clerical Employees and Library Employees

The Board and the Union agree that in no case shall general student supervision be assigned to a classification or position as noted above, where supervision is not a core duty of that classification. This does not diminish any employee's obligation to supervise as a responsible adult.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____