

COLLECTIVE AGREEMENT

BETWEEN

**ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL
BOARD
(HEREINAFTER REFERRED TO AS "THE BOARD")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(HEREINAFTER REFERRED TO AS "THE UNION")**

SEPTEMBER 1, 2000 TO AUGUST 31, 2002

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Article 1 - Preamble and Purpose

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide the means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provision.

Without restricting the generality of the foregoing, it is the intention of the parties to:

- (a) maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and conciliation in all matters pertaining to working conditions, employment, and the providing of services;
- (c) to encourage efficiency in operations;
- (d) to promote the morale, well being and security of all employees of the Board in the Union.

Article 2 - Recognition

2.01 The Board recognizes the Union as the sole bargaining agent for the following employees:

all full-time, part-time and temporary School or Office Secretaries, Office Clerical and Reception staff, Technical staff, Educational Assistants, Maintenance, Service, Plant Operations and Custodial staff, Caretakers, and Cleaners, Bus Drivers, Adolescent Care and Home School Liaison Workers, Supply Teacher Coordinators, Assessment Coordinator and Finance & Budget Officer, save and except Managers, Supervisors and any positions above the rank of Manager or Supervisors, Controller of Plant & Planning Services, Purchasing Officer, Senior Secretaries, Human Resources Secretaries, Pastoral Care and Diagnostic staff.

2.02 It is understood and agreed that some of the provisions of this Agreement do not apply to both full-time and part-time employees. Where an Article or clause is not specifically made applicable to full-time or part-time employees only, it is deemed to apply to all employees.

2.03 The Board, the Union and all employees of the bargaining unit agree that there shall not be any private arrangements which are inconsistent with provisions of this Collective Agreement.

2.04 Part-time employees' entitlement to paid leaves of absence, vacation, sick leave, and holiday pay, shall be equal to the proportion that their regular hours of work bear to the full time

equivalent hours of their position.

Article 3 - Management Functions

- 3.01 The Union acknowledges that it is exclusively the function of the Board to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or lay-off or that an employee has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;
 - (c) maintain and enforce rules and regulations governing the conduct of the employees and to establish fair and reasonable standards of performance for employees; and
 - (d) generally to manage the Board and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Board's operation not otherwise specifically dealt with elsewhere in this Agreement.
- 3.02 The Board agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement.

Article 4 - Strike or Lockout

- 4.01 The Board agrees that there will be no lockout of employees and the Union agrees that there will be no strike. The words "strike" and "lockout" shall bear the meaning given them in the current Ontario Labour Relations Act.

Article 5 - Relationship

- 5.01 The Board and the Union agree that there will be no discrimination against any employee because of race, colour, creed, sex, national origin, age, marital status, or by reason of membership or activity in the Union.
- 5.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Board by any of its members or by representatives of the Union. The Union further agrees there will be no solicitation for the membership, collection of dues or other Union activity on the premises of the Board during the employee's working time,

except as specifically permitted by this Agreement.

Article 6 - Union Security

- 6.01 All present employees and all new employees shall have a deduction made from each pay to cover their monthly dues.
- 6.02 Deductions shall be forwarded by direct deposit within ten (10) working days of the last payroll date of each month, to an account designated by the Local Union. A report of same including a list of the names, employee identification numbers, and the amount of dues deducted from each employee shall be forwarded to the Secretary-Treasurer of the Local.
- 6.03 The Union shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deduction and remittance of dues by the Board pursuant to this article.
- 6.04 All employees who are now members of the Union and all new employees covered by this collective agreement shall, as a condition of employment, become members of the Union.

The Board agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect and with the conditions of employment as set out in the articles dealing with the Union security and dues check-off.

The Board will provide a copy of the collective agreement and the benefits package in effect to each new employee.

- 6.05 Lease-back Schools

The Board agrees that it will not enter into any lease agreement to construct a new school, that would include, as part of the lease arrangement, the performance of services of the nature currently performed by employees in the classifications covered by this agreement in any of the Board's schools or buildings.

Article 7 - Representation

- 7.01 The Board agrees to recognize seven (7) Stewards, one of whom the Stewards will elect to be Chief Steward. The Union may nominate an alternate Steward in the event one or more regular Stewards is absent from work.
- 7.02 The Board will recognize a Grievance Committee composed of the President or his/her designate, the Chief Steward and the Steward involved in the grievance. An additional Steward may attend in exceptional circumstances and only upon mutual agreement of the parties.

- 7.03 The Union shall keep the Board notified in writing of the names of its currently authorized members of the Grievance Committee.
- 7.04 It is understood that the Stewards, including Executive Members of the Local have their regular work to perform and that if it is necessary for them to contact employee(s) for union business, or service a grievance during working hours within the terms of this collective agreement, they will not leave their work without first obtaining the permission of their immediate supervisor. In obtaining such permission (which will not be unreasonably withheld), the Steward or Executive Member shall state his/her destination to his/her immediate supervisor and report again to him/her at the time of his/her return to work. The Board agrees that members of the Grievance Committee, Executive Member or Stewards shall not suffer any loss in pay for time necessarily spent during regular working hours while processing grievances under the Grievance Procedures, up to and including Step No. 3. The President of the Local or his/her Designate and the grievor shall not suffer any loss of pay for attending Arbitration provided that it is not a case of discharge or suspension where the grievor is not presently at work in which case the grievor shall receive no payment for attending the Arbitration.

The parties agree that Stewards must make every effort to represent members by means of telephone or fax prior to making a request to leave work as provided above.

To ensure that the foregoing can be effectively accomplished the Board agrees to ensure that Stewards have confidential access to an existing phone and fax services and that the member seeking representation is provided with similar confidential phone and fax access.

- 7.05 The Union will supply the Board with the names of its officers.
- 7.06 The Board will recognize a Bargaining Committee composed of seven (7) employees selected by the Union.

Article 8 - Grievance Procedure

- 8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor within twenty (20) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, which shall be consistent with the terms of this agreement, it may be then taken up as a grievance within five (5) working days following advice of the immediate supervisor's decision in the following manner and sequence.

Step No. 1:

The employee and his/her Steward shall present his/her grievance to his/her immediate

supervisor. The grievance shall be in writing on a form as approved by the Union, and shall include the nature of the grievance and the remedy sought; failing a settlement, the supervisor shall deliver his/her decision to the Union with a copy to the grievor in writing within ten (10) working days following the presentation of the grievance to him/her.

Step No. 2:

Then within ten (10) working days after the decision is given, the Union may advance the grievance to Step No.2 with the signature of the Chief Steward or President or Vice President. The Chief Steward, President or Vice-President and the Steward with the grievor in attendance, will meet with the appropriate superintendent or his/her designate, to discuss the grievance. The Superintendent or his/her designate shall deliver his/her decision in writing to the Union within ten (10) working days following the meeting.

Step No. 3:

Then, within ten (10) working days after the decision is given, the Union may advance the grievance to Step No. 3. The Union grievance committee may present the grievance in writing to the Director of Education.

- 8.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) working days after the decision under Step No. 3 is given, the grievance shall be deemed to have been settled or abandoned.
- 8.03 Where no answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 8.04 It is agreed that a grievance arising directly between the Board and the Union shall be originated by either party under Step No. 3 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee and that the regular grievance procedure shall not be thereby by-passed.
- 8.05 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was formally discussed or presented to the Employer under the Grievance Procedure except as to bookkeeping error involving an employee's wage.
- 8.06 **Discharge Cases:**

A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Board at Step No. 2 within five (5) working days after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Board's action in dismissing the employee;
- (b) by any other arrangement which may be deemed just and equitable.

Article 9 - Arbitration

- 9.01 When either party requests that any matter be submitted to arbitration as herein before provided, it shall make such request, in writing, addressed to the other party to this Agreement and at the same time appoint a nominee. Within five (5) working days thereafter, the other party shall appoint a nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees so appointed shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of seven (7) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.
- 9.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add or amend any part of this Agreement.
- 9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority (and in the absence of a majority, the Chairperson) will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.06 Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 9.07 The time limits fixed in both the Grievances and Arbitration Procedures may be extended by consent of the parties to this Agreement.

9.08 Sole Arbitrator

The Board and the Union may, by written agreement, substitute a sole Arbitrator selected by mutual agreement of the parties for the Board of Arbitration provided for herein and the Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

Article 10 - Seniority

That a single seniority list as of January 1, 1998 will be established based on accumulated seniority for each member as of December 31, 1997.

Full-Time Employees

10.01 Seniority is defined as the length of continuous service with the existing Employer or a predecessor Separate School Board.

Seniority shall accumulate on the basis of the regular hours worked in relation to the normal full time hours for the position and prorating the annual service seniority credit accordingly.

10.02 An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his/her name be placed on the seniority list, until after he/she has completed sixty (60) working days of employment with the Board. Upon completion of such probationary period, the employee's name shall be placed on the seniority list with seniority dating from the date he/she was hired by the Board. The dismissal of a probationary employee shall not be the subject of a grievance.

10.03 Notwithstanding Clause 10.04 of this Collective Agreement, a person shall lose all seniority and shall be deemed to have terminated employment with the Board if he/she:

- (a) voluntarily quits the employ of the Board; or
- (b) he/she is discharged and such discharge is not reversed through the Grievance Procedure; or
- (c) fails to report for work within ten (10) working days after being notified by registered mail by the Board to report for work, unless a satisfactory reason is given; or
- (d) is absent for three (3) consecutive working days unless a satisfactory reason is given; or
- (e) is absent due to lay-off for more than two (2) years; or

- (f) fails to return to work upon termination of an authorized leave of absence unless a satisfactory reason is given or utilizes a leave of absence for purposes other than those for which the leave of absence was granted, unless a satisfactory reason is given; or
 - (g) after the expiry of an accumulated sick leave, if he/she is unable to work due to incapacity from illness or injury for a period exceeding two (2) years.
- 10.04 Seniority shall be maintained but shall not accumulate during leaves of absence for any reason in excess of three (3) months except in the case of Board approved Union leave, maternity/paternity leave, adoption leave, parental leave, absence while in receipt of WSIB benefits, and absence while on LTD benefits during which time(s) seniority will accumulate.
- 10.05 No employee shall be transferred to a position outside the bargaining unit without his/her consent.
- 10.06 The Board shall notify the Union of the names and seniority dates of all new employees. The Board shall further notify the Union when a probationary employee has been terminated.
- 10.07 The Board, once each year, shall provide the Union with a complete seniority list consisting of all employees, including their classification and is to be forwarded to the Union not later than April of each year.

Part-Time Employees

- 10.08 Should a part-time employee, who has completed his/her probationary period, become a full-time employee, such employee shall be credited with seniority to be calculated in accordance with the number of hours worked by such part-time employee.
- 10.09 Part-time employees will be considered on probation until after they have completed the number of hours a full-time employee in the part-time employee's classification would have worked in 60 working days. The Labour Relations doctrine of "just cause" does not apply to a probationary employee.
- 10.10 On the basis of hours worked, part-time employees shall accumulate seniority. The Employer agrees to keep a separate seniority list for all part-time employees. Subsequent to consideration of applications from full-time employees, those employees designated as part-time shall be considered for any posted vacant position prior to outside advertising.

Article 11 - Lay-Off and Recall

11.01 In cases of lay-off, employees shall be laid off in the reverse order of seniority, provided that employees being retained have the qualifications and ability to perform the work available.

Employees shall be recalled in the order of seniority, provided they have the qualifications and ability to perform the work available.

In the event the Board intends to recall an employee out of order of seniority or to hire a new employee while employees are laid off, the Board agrees to notify senior employees who have not been recalled of the job vacancy or vacancies. Such notice shall be in writing by registered mail to the address of the employee as shown in the Board's records.

Both the Union and the Board encourage employees to ensure that the Board has accurate and updated information with respect to previous work, experience, levels of education, diplomas, degrees, and courses taken so as to assist in the assessment of qualifications and abilities of employees.

11.02 The Employer shall notify employees who have completed their probationary period who are to be temporarily laid off as follows:

- (a) ten (10) working days' notice to employees whose seniority as of the date of commencement of lay-off is less than one (1) year, or
- (b) twenty (20) working days' notice to employees whose seniority as of the date of commencement of lay-off is one (1) year or more.

In the event of a proposed permanent lay-off due to a school closure or elimination of funding, the Employer shall:

- (c) provide the Union with no less than three (3) months written notice of the proposed lay-off or elimination of position; and
- (d) notify employees, who are to be laid off, three (3) months before the lay-off is to be effective.

11.03 If the employee laid off has not had the opportunity to work the full notice period to which he/she is entitled, he/she shall be paid in lieu of work for that period of the notice period during which work was not made available.

11.04 It is understood that those persons who are not scheduled to work during school vacation

periods shall not be considered on lay-off for purposes of this Article.

11.05 The parties agree that a lay-off will be deemed to have occurred if the Employer, as a result of a shortage of work, reduces the regular scheduled hours of work of an employee.

11.06 It shall be the obligation of the employee to notify the Board of any changes of address. The Board shall be entitled to rely upon the last address furnished by the employee for all purposes.

Article 12 - Promotions and Transfers

12.01 (a) When a permanent job vacancy occurs or a new position is created, the Board shall post notice of the job vacancy for a period of ten (10) working days (and forward a copy of the job posting to the Union President and the Recording Secretary of the Union) before any such job is permanently filled, in order that all members will know about the position and have opportunity to make written application. Notices will be posted or delivered via facsimile to all Board and worksite locations.

The Board will also post notices on a Board internet web site and will maintain a toll free telephone number through which employees may obtain information listing current postings.

Such notices shall contain the following information:

Nature of the position, work location, qualifications, required knowledge, education and skills, wage or salary rate or range.

- (b) In cases of permanent transfer or promotion (other than appointments to positions outside the scope of the bargaining unit), the following factors shall be considered:
- (i) seniority;
 - (ii) skill, competence, qualifications and ability.

Where the factors in (ii), as applicable to the position, have been met by more than one employee, the position will be awarded to the employee having the greatest seniority as in factor (i).

- (c) Notwithstanding 12.01 (b), persons from the bargaining unit applying for the position of Educational Assistant may be assessed, at the Educational Assistant Placement meeting, by a Board appointed Interviewing Committee inclusive of a representative designated by the Union. The committee's responsibility will be to determine whether or not the applicant's skill, competence, qualifications and ability are adequate to meet the

individual needs of the child and/or specific program needs of the position being applied for. The Union will not participate in any other assessments other than at the placement meeting.

- (d) The Employer agrees that during the posting procedure, no outside advertisement shall be made until members of the Union have had opportunity to apply and have received the decision. When selecting employees under Article 12.01, temporary employees or applications outside of the bargaining unit shall not be eligible for consideration.

12.02 The successful applicant shall be placed on trial for a period of two (2) months. Such trial promotion shall become permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority. The Board and the successful applicant may, however, within the first thirty (30) calendar days mutually agree that the employee return to his/her former position notwithstanding that the employee has not proved to be unsatisfactory in the position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority.

12.03 The Board shall not be restricted from temporarily assigning a regular permanent employee to a job which qualifies for posting until the posting procedure has been completed and arrangements have been made to fill the vacancy, but such period shall not exceed two (2) months.

It is understood that Educational Assistant positions are filled through the processes described subsequently in this Article and are not subject to the foregoing two (2) month limitation and accordingly may be filled temporarily by new employees as required.

Except as otherwise provided above in relation to Educational Assistant positions, or as provided under Clause 22.06, in the event a temporary position extends beyond a two (2) month period, or such other longer period as may be mutually agreed between the Board and the Union, the position shall be considered permanent and the rate established as in Schedule A shall apply and the position will be posted in accordance with this Article.

12.04 When an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time of the promotion, the employee shall be placed in an experience grade in his/her new classification which will provide an immediate increase over his/her previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

12.05 When any position not covered by this Agreement is established during the term of this Agreement or when the required skills, qualifications or educational requirements of a posted position are substantially increased, the position will be evaluated through the Pay Equity

process. The rate of pay will be adjusted effective retroactively to the date of appointment for the incumbent(s) if any, to the rate resulting from job evaluation through the Pay Equity process.

- 12.06 When a job is posted pursuant to the provisions of Clause 12.01 of this Agreement, part-time employee(s) shall be entitled to apply for the posted position. In such case, Clauses 12.01 through 12.05 shall apply.

Should a part-time employee have completed his/her probationary period and is promoted to a full-time position, he/she shall not be subject to a further probationary period but shall be subject to Clause 12.02.

- 12.07 The Local Union President and Secretary shall receive a copy of all job postings and further shall be advised of all successful applicants.

12.08 Educational Assistants Placement Meetings

The number of Educational Assistant positions in the system will be determined by the Board.

In recognition of the unique situation dealing with Educational Assistants in this Article, both parties recognize and agree that the traditional posting at that time will be waived, and therefore vacancies would not be posted for ten (10) working days but, in fact, would be filled by those interested at the meeting, and vacancies that occur would be filled immediately. In addition, and based on the educational, social, emotional and physical needs of the child(children), the parties agree that Special and Developmental Educational Assistant position placements are subject to the approval of the appropriate Superintendent or designate.

There shall be three (3) placement meetings each year, one in each of June, September, and December. The provisions of Clause 12.01 (c) apply to each meeting.

Employees will be provided with a list of the available positions in advance of each of the meetings.

June Meeting:

The June Placement Meeting shall be considered time worked and employees shall be paid accordingly for the period of time during which they have attended. Following the identification of positions in which there is no incumbent, all employees will be given an opportunity to bid for such positions at a meeting convened by the Board during June for placement in the following school year.

Positions in which there are no incumbents will be offered to the most senior applicant who

meets the skills, competence, qualifications and ability of the position.

Employees in attendance at this meeting will have opportunity to select position(s) in which there are no incumbents or which become available during the meeting.

In addition to exercising seniority to secure a position in which there are no incumbents, or one that becomes available during the meeting, an employee may, if their previous position is not available also exercise their seniority to secure (bump into) a position currently held by an employee with less seniority, subject only to meeting the factors in Clause 12.01 (b).

September Meeting:

Provided that the Board has identified a need to fill any new position(s) or position(s) which become vacant for any reason subsequent to the June Placement Meeting and prior to September 1st of each year or the date of the meeting, the process for filling the positions is as follows.

A Placement Meeting will be held in September for the purpose of providing the first opportunity to Educational Assistants to apply for the available positions. Attendance at the meeting is not considered time worked and will be unpaid. Attendance at this meeting is entirely voluntary and Educational Assistants who are not seeking to apply to a different position need not attend. No employee can be displaced from their position obtained in the June placement by operation of this meeting.

Positions which become vacant as a result of Educational Assistants obtaining new positions at this meeting will in turn be offered as available positions.

The reassignment of employees to positions obtained through this meeting will take effect within six (6) working days as determined by the Board.

Positions which remain unfilled at the conclusion of the meeting will be posted in accordance with Clause 12.01 (a), however, Educational Assistants may not apply, and the successful applicant will be determined in accordance with Clause 12.01 (b). The Board may however, under this Clause concurrently advertise externally for the position(s).

December Meeting:

Provided that the Board has identified a need to fill any new position(s) or position(s) which become vacant for any reason subsequent to the September Placement Meeting and prior to December 15th of each year the process for filling the positions is as follows.

A placement meeting will be held in December for the purpose of providing the first opportunity

to Educational Assistants to apply for the available positions. Attendance at the meeting is not considered time worked and will be unpaid. Attendance at this meeting is entirely voluntary and Educational Assistants who are not seeking to apply to a different position need not attend. No employee can be displaced from their position obtained in either the June or September placement by operation of this meeting.

Positions which become vacant as a result of Educational Assistants obtaining new positions at this meeting will in turn be offered as available positions.

The reassignment of employees to positions obtained through this meeting will take effect on the first school day following the Christmas Break.

Positions which remain unfilled at the conclusion of the meeting will be posted in accordance with Clause 12.01 (a), however, Educational Assistants may not apply, and the successful applicant will be determined in accordance with Clause 12.01 (b). The Board may however, under this Clause concurrently advertise externally for the position(s).

12.09 Transfer of Special and Development Educational Assistants

Notwithstanding the provisions of Article 10, from time to time, transfers of two employees between positions where both are defined as a Special Educational Assistant or a Developmental Educational Assistant may be required in order to best meet the needs of the children to be served. In the event that such transfer is required, the Board agrees to notify the Local Union President, in writing, of the reasons why and then approach employees involved in order to secure their agreement prior to any transfer. Where the staff member objects to the transfer, the Board agrees to explore further options, but failing a mutually agreed to solution, the Board may designate the transfer. Transfers between locations more than thirty (30) kilometers apart will be subject to the approval of the employee affected. Such transfers will be deemed not to have created a vacancy and, therefore, in the event of such transfer no posting will be required.

12.10 Notwithstanding the provisions of this Article, the Board may protect up to six (6) incumbents in positions for Educational Assistants who are employed to work with Special Education Resource teachers or to work with a child with special needs. The Board will notify the Union of the names and positions of the six (6) incumbents and advise of any changes to the list of six (6) names from time to time and provide an update upon any written request from the union.

12.11 If an Educational Assistant becomes redundant during the school year, the following shall apply:

- (i) Educational Assistants shall be given preference according to seniority to fill vacancies provided they meet the qualifications as set forth in the job description and are

physically able to perform the function required;

- (ii) If no vacancy exists, the redundant Educational Assistant may choose to exercise seniority by displacing an Educational Assistant having less seniority providing the Educational Assistant is capable and qualified to perform the work required;

- (iii) In all circumstances when it becomes necessary to place an Educational Assistant pursuant to this provision, the educational, emotional, social and physical needs of the child (children) shall be given proper consideration and shall be the sole basis of any determination.

Article 13 - Leaves of Absence

- 13.01 (a) Leaves of absence without pay for legitimate personal reasons may be granted by the Director, or designate upon written request.
- (b) Leave of absence exceeding one year for legitimate reasons must be approved by the Director, or designate upon written request. To the extent permitted by the insurance policies, the Board may allow employees to purchase benefit coverage while on leave of absence. Premiums payable by the employee during the period of leave will be paid by billing in advance of the leave.
- (c) The Board will grant leave of absence to four (4) employees, for a period not exceeding a combined total of thirty (30) working days, in any calendar year to attend Union conventions, conferences or seminars, provided reasonable notice is given to the Board.

The Board shall continue payment of wages to an employee on unpaid leave for Union activities described above. The Board shall invoice the Local Union for the regular hourly wages paid out to employees on said leave and the Local Union shall reimburse the Board for said amounts forthwith.

13.02 Bereavement Leave

In the event of the death of an employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandchild or total dependent living in the same house, the employee will be granted up to five (5) days' leave of absence without loss of regular pay to make arrangements for and attend the funeral.

In the event of the death of an employee's brother-in-law, sister-in-law, grandparent, son-in-law or daughter-in-law, the employee will be granted up to three (3) days' leave of absence without loss of regular pay to make arrangements for and attend the funeral.

It is understood that an employee shall not receive payment for absence on a day or days on which he/she would not otherwise have worked.

- 13.03 One (1) day, if necessary, may be granted without loss of pay for an employee to attend the funeral of a relative or friend not mentioned in Article 13.02, if permission is obtained from the

appropriate Superintendent or his/her designate.

- 13.04 (a) Personal leave may be granted at the discretion of the Director or his/her designate for reasons which are unavoidable or extraordinary, or on grounds of compassion. Such personal leave shall not exceed five (5) days per year. Days for which personal leave is granted shall be deductible from accumulated sick leave, and personal leave is not accumulative.
- (b) It is expected that employees will make every reasonable effort to report for work. In the event of questionable road or weather conditions, such that traveling to the normal place of work is unsafe, and employees are unable to report to work at all, with approval from their supervisor, they shall be deemed absent from work for compassionate reasons with no resulting loss of pay or accumulated sick leave credits.

13.05 Pregnancy and Parental Leave

- (a) The Board shall grant to employees who have completed the probationary period Pregnancy Leave in accordance with the provisions of the Employment Standards Act which may be amended from time to time. During Pregnancy Leave, seniority, sick leave and experience shall be accumulated. Subject to the continuing eligibility requirements as specified by the insurer, the Board shall continue to pay its premium share for insured benefits listed in Article 19 and held at the time of the commencement of the Pregnancy Leave for the period of the leave.
- (b) The Board shall grant to employees who have completed the probationary period Parental Leave in accordance with the provisions of the Employment Standards Act which may be amended from time to time. During Parental Leave, seniority, sick leave and experience shall be accumulated. The Parental Leave for an employee who takes Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not come into custody, care and control of the parent for the first time. Subject to the continuing eligibility requirements as specified by the insurer, the Board shall continue to pay its premium share for insured benefits listed in Article 19 and held at the time of the commencement of the Parental Leave for the period of the leave.
- (c) Employees shall, if possible, give the Board at least two (2) weeks' notice of their intention to commence pregnancy and/or parental leave, including the date they plan to return to work. Where there is any change in the planned date to return to work, the employee shall, if possible, give the Board two (2) weeks' notice of such change.
- (d) Supplementary Benefit Plan

- (i) A supplementary benefit shall be available to an employee for a period of up to fifty-two (52) weeks subject to the following requirements.
 - (ii) The employee must submit an application for the supplementary benefit plan prior to the commencement of the plan. In the case of pregnancy, a medical certificate which certifies that an employee is pregnant and gives the expected date of the birth of the child (as per the Employment Standards Act) shall be included with the application. In the case of adoption, a letter providing proof of having received the child shall be included with the application.
 - (iii) The employee must supply the Board with proof that the employee has applied for, is eligible to receive and is in receipt of Employment Insurance Maternity or Parental benefits in accordance with the Employment Insurance Act.
 - (iv) The employee must sign an agreement with the Board stating that the employee will return to work and remain in the service of the Board, for a period which is equivalent to at least four (4) school months, either directly following the expiry of the Pregnancy/Parental Leave or on a date as mutually agreed by the Board and the employee. This would occur where the employee is entitled to any other Leave as outlined in the Collective Agreement. Should the employee fail to make herself/himself available to return to work, the employee shall make full reimbursement within thirty (30) days for the amount received as Supplementary benefit, except as waived by the Board.
 - (v) During the two (2) weeks waiting period associated with the receipt of Employment Insurance and Parental benefits, the Board shall pay the employee's salary at a rate of seventy-five percent (75%) of his/her current rate.
 - (vi) Up to twenty-five (25) weeks payment at the rate of one hundred dollars (\$100) per week shall be paid to the employee, conditional upon the employee being in receipt of Employment Insurance Maternity or Parental benefits in accordance with 13.05 (d) (iii) above.
 - (vii) Effective September 1, 2001 for the period from the 28th week up to the 52nd week, a payment of \$50 per week, conditional upon the employee being in receipt of Employment Insurance Maternity or Parental benefits in accordance with 13.05 (d) (iii).
- (e) Upon return from pregnancy or parental leave, employees will be returned to their former position.

- (f) Nothing in this article shall preclude an employee using accumulated Sick Leave, as outlined in Article 20, before the commencement of the Maternity Leave.

13.06 Adoption Leave

Upon written request, adoption leave shall be granted. An employee's seniority shall accumulate during adoption leave. The leave shall be unpaid except for the first two (2) weeks during which period the employer shall continue the employee's salary at seventy-five percent (75%) of his/her regular rate. Adoption leave shall be granted to a maximum of twelve (12) months to employees who have completed their probationary period.

The employee returning to work after adoption leave, shall provide the Board with at least two (2) weeks' notice of his/her intended return if the proposed date of return is other than that originally scheduled. Upon return from adoption leave, the employee will be placed in his/her former position.

To the extent permitted by the insurance policies, the Board agrees to continue to provide the benefit coverage outlined in Article 19 for employees on adoption leave to a maximum of six (6) months. The employee portion of such premium contribution during the leave period will be paid through payroll deduction or by billing in advance of the leave.

It is understood that employees who become adoptive parents may not be able to provide advance notice to the Board. Employees will give whatever notice is reasonable in the circumstances of his/her intention to commence adoption leave, including the date he/she plans to return to work.

13.07 Self-Funded Leave

- (a) This plan is available to members who wish to take a leave of absence with pay, by spreading 'x' years salary over a 'y' year period where 'x' is less than 'y' and 'y' must not exceed seven (7) years. The leave will commence after the 'x' year.
- (b) The approval of a self-funded leave plan will be totally within the discretion of the Board and the refusal to approve a self-funded leave will not be the subject of a grievance. The terms and conditions of the leave are subject to the Income Tax Act and Regulations.
- (c) The leave must be taken in the final year of the plan.
- (d) In the 'y' years of the plan, the employee will be paid a fraction of his/her salary equal to x/y . During the 'x' years, the remaining portion of the salary, plus allowances, will be accumulated, and this amount shall be held by the Board to finance the period of leave. The amount of salary withheld by the Board shall be deposited in a "trust account" for

each individual at the time of regular salary payments; such "trust account" will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than on a yearly basis and compounded so as to be at the highest rate paid on the institution's regular "bonus" savings account. Interest earned on this account shall be paid annually to the employee. A ledger reference of each individual employee's contribution shall be maintained by the Board. A statement of each employee's account will be issued at the end of each calendar year.

- (e) In the 'y' period of the plan, that being the leave portion, the employee will be paid from the monies accumulated by the trust account. During the 'y' period, the monies in the trust account shall be paid to the employee in any manner agreed to by the employee and the Board.
- (f) During all years that the individual employee is participating in the self-funded leave plan, all employee benefits, shall be maintained according to the Collective Agreement, based on a level as if the employee was being paid at 100% of salary. The employee's share of the benefits will be paid from the x/y portion of the salary payable to the employee. Income tax and other deductions required to be withheld will be based on the salary actually paid to the employee.
- (g) On return from leave, an employee shall be assigned to the same position as that held prior to going on leave. Should that position be unavailable, the employee shall be assigned to a comparable position as is available at the time. Notwithstanding the above, the employee may agree to accept an alternate placement of comparable salary, mutually agreed upon by the employer and the employee. The 'y' period of absence will not count as 'y' period of experience for purposes of advancement on the salary grid.
- (h) An employee participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the 'y' period leave not been taken, including credit for 'y' period's seniority.
- (i) Sick leave credits and vacation credits shall be maintained but shall not accumulate during the time spent on leave.
- (j) It is understood that self-funded leave plans approved for an individual employee are not necessarily related to professional enrichment but shall be used and enjoyed in any manner which the individual employee determines appropriate.
- (k) An employee may withdraw from the plan any time prior to taking his/her leave of absence. Any monies accumulated, plus interest due and payable, shall be repaid to the employee within sixty (60) days of the notification of his/her desire to leave the plan. All

amounts held in the employee's trust account shall be paid to the employee no later than the end of the first taxation year that commences after the end of the deferral period.

- (l) Should an employee be laid-off, the notice of lay-off shall be deemed to be written notice of withdrawal from the plan on the effective date of the lay-off. The balance in the trust account, including all accrued interest, shall be paid to the employee within sixty (60) days of the layoff notice.
- (m) Should an employee die while participating in the plan, any balance, including interest, in the employee's trust account, at the time of death shall be paid to the employee's estate within sixty (60) days of receipt of written notification of death.

Article 14 - Jury Service

14.01 An employee summoned for Jury Duty or subpoenaed as a Crown Witness shall be allowed the necessary time off work for such service and shall be paid at the employee's straight time hourly rate for normally scheduled hours of work missed as a result of the Jury Duty or attendance as a Crown Witness provided the employee pays to the Board any fees received by the employee for such service. The employee will present proof of service and the amount of pay received.

Article 15 - Paid Holidays

15.01 Twelve (12) month employees shall receive the following holidays with pay:

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

And the third Monday in February if it is declared a school holiday, and if it is not declared a school holiday, then the first Monday of the March Break.

15.02 Ten (10) month employees shall receive the following holidays with pay:

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

And the third Monday in February if it is declared a school holiday, and if it is not declared a

school holiday, then the first Monday of the March Break.

Ten (10) month employees will be eligible for Canada Day only where the employee is recalled in the following school year.

Ten (10) month employees will be eligible for Labour Day only where the school secretary or educational assistant is scheduled to work during the week prior to Labour Day.

15.03 All employees shall receive three (3) paid holidays to be taken between Christmas and New Year. Part-time employees, as defined in Article 19.03, shall be paid holiday pay pro-rated on the basis that the part-time employees' hours bears to a full-time equivalent. Whenever the regular hours of a part-time employee change the holiday pay shall be calculated to that point and credited to the employee.

15.04 In order to qualify for holiday pay, an employee shall work on each of the working days immediately preceding and immediately following the holiday concerned, unless an employee with seniority was absent due to:

- (a) verified illness or accident for a period not exceeding thirty (30) calendar days inclusive of the holiday.
- (b) lay-off for a period not exceeding five (5) calendar days inclusive of the holiday.
- (c) vacation granted by the Board.
- (d) a leave of absence for a period not exceeding five (5) days inclusive of the holiday.

15.05 Should any employee be requested and agree to work on any day shown in Article 15.01 as a paid holiday during the Christmas/New Year's period, the employee shall be paid at his/her regular wages for the day worked and in addition will be allowed two (2) days off with pay during the traditional summer break which may be added to his/her annual vacation or taken at a time mutually agreed.

Part-Time Employees

15.06 For persons classified as part-time caretakers or bus drivers, it is understood and agreed that any compensation for Paid Holidays that an employee may be entitled to by virtue of the provisions of Part X of the Employment Standards Act is included in the calculation of the employee's basic rate as established in this Agreement.

For persons classified as school secretaries, cleaners and educational assistants, they shall be entitled to compensation for Paid Holidays in accordance with the provisions of Part X of the

Employment Standards Act. Persons so classified shall also be entitled to compensation for the third Monday in February if it is declared a school holiday, and if it is not declared a school holiday then the first Monday of the March Break shall be treated as a paid holiday.

Article 16 - Vacations

Twelve (12) Month Employees

16.01 Twelve(12) month employees shall be entitled to vacation with pay computed on the following basis according to the employee's length of continuous service:

(a) less than one (1) year from date of employment to July 1, one (1) day for each month of employment to a maximum of ten (10) days vacation with pay at their regular rate of pay.

(b)more than one (1) year as at July 1, but less than two (2) years, two (2) weeks' vacation with pay at their regular rate of pay.

(c)two (2) years' to five (5) years' service at July 1, three (3) weeks' vacation with pay at their regular rate of pay.

(d)over five (5) years' service as at July 1, four (4) weeks' vacation with pay at their regular rate of pay.

(e)over thirteen (13) years' service as at July 1, Five (5) weeks' vacation with pay at their regular rate of pay.

(f) over twenty-one (21) years' service as at July 1, six (6) weeks' vacation with pay at their regular rate of pay.

Ten (10) Month Employees

16.02 Employees who are employed for ten (10) months per year shall be entitled to vacation pay computed on the following basis according to the employee's length of service.

(i) less than one (1) year from date of employment to July 1, vacation pay of 4% of total earnings.

(ii) more than one (1) year as at July 1, but less than two (2) years, 5% of total earnings in the preceding year.

(iii) two (2) years' to five (5) years' service as at July 1, 7% of total earnings in the preceding year.

(iv) over five (5) years' service as at July 1, 9.5% of total earnings in the preceding

year.

- (v) over thirteen (13) years' service as at July 1, 11.75% of total earnings in the preceding year.
- (vi) over twenty-one (21) years' service as at July 1, 14% of total earnings in the preceding year.

16.03 If a holiday with pay falls or is observed during an employee's vacation period, he/she shall receive a day's pay for such holiday. This day shall not be deducted from the employee's vacation bank.

16.04 Where a holiday with pay falls during an employee's scheduled vacation, on an unscheduled day of work an employee shall receive a regular day's pay.

16.05 An employee will be granted and shall take his/her vacation at such time or times as the Board finds most suitable, considering in each case the employee's seniority, his/her wishes, and the efficient operation of the Board. It is agreed that no request will be unreasonably denied. It is understood and agreed that where an employee is entitled to more than two (2) weeks of vacation, the Board may require such employee to take his/her vacation in interrupted periods in order to accommodate the wishes of other employees.

All vacation pay for 10-month employees accumulated to that point shall be paid on the last pay period prior to Christmas Break, March Break, and the second last pay period in June.

16.06 "Total earnings" in Article 16.02 do not include prior payments of vacation pay.

Article 17 - Hours of Work and Overtime

Full-Time Employees

Caretaking and Maintenance Staff

17.01 The normal scheduled hours for full-time employees will be on the basis of forty (40) hours per week, Monday to Friday, and eight (8) hours per day (excluding the lunch period). It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever, nor a guarantee of working schedules.

17.02 Work authorized by the Controller of Plant and Planning Services or designate and performed in excess of eight (8) hours per day or forty (40) hours per week will be paid at the rate of time and one-half the employee's regular straight time hourly rate.

- 17.03 The hours of work of employees classified as Caretakers shall be assigned by the Controller of Plant and Planning Services. It is understood and agreed that nothing in this Article shall prevent an employee agreeing with the Principal of a school and in consultation with the Controller of Plant and Planning Services to adjust that employee's hours of work to better serve their school. It is understood and agreed that lunch periods will not be scheduled for longer than one (1) hour, except where an employee agrees to a longer period.
- 17.04 At times when there are no students in the school, the lunch period may be reduced to one-half (½) hour.
- 17.05 Employees will adjust their morning starting times as required by the Board during cold or stormy winter weather.

17.06 Heat Checks

During the heating season, heat checks may be made in each facility, once during every twenty-four (24) hours on Saturdays, Sundays and holidays, to make sure the heating unit is operating and no danger exists in regards to freezing. Such heat checks will be made as directed by the Controller of Plant and Planning Services.

Where there is more than one Caretaker, the heat check will be rotated. For this extra duty, a flat rate of one hour's pay (at the rate for that day) for each heat check will be paid by the Board.

- 17.07 Caretakers and full-time Caretakers whose scheduled hours of work commence at 1500 hours (3:00 p.m.) or thereafter shall receive a shift premium of eighty cents (\$0.80) per hour. For the purposes of calculating overtime payment, such premium shall not be included in the base rate.

Office, Clerical and Educational Assistants

- 17.08 The normal scheduled hours for full-time employees will be on the basis of thirty-five (35) hours per week, Monday to Friday, and seven (7) hours per day (excluding the lunch period). It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever nor a guarantee of working schedules.
- 17.09 Work authorized in advance by the Supervisory Officer or designate and performed in excess of seven (7) hours per day or thirty-five (35) hours per week will be paid at the rate of time and one-half the employee's regular straight time hourly rate.

- 17.10 (a) Work hours approved by the immediate supervisor for office and clerical employees will be scheduled between the hours of 7:45 a.m. and 5:00 p.m. with either one (1) hour or one-half (½) hour lunch (unpaid). In either case one-half (½) hour of the lunch will be uninterrupted. No employee will be required to start before 7:45 a.m. unless they agree to do so.

The Board may schedule hours outside of the above period when program requirements are such that it is not possible to perform the work during the above period.

- (b) Educational Assistants may be assigned up to seven (7) hours of work per instructional day, subject to a one-half (½) hour uninterrupted unpaid meal period.
- (c) During the summer months commencing immediately following the last working day of June, up to and including the last working day of the second last week preceding Labour Day, the hours of work shall be between the hours of 8:30 a.m. and 4:00 p.m., with one (1) hour uninterrupted lunch (unpaid), without a reduction in pay.

Technical Employees

- 17.11 The normal scheduled hours for full-time field technical employees will be on the basis of forty (40) hours per week, Monday to Friday, and eight (8) hours per day (excluding the lunch period). It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever, nor a guarantee of working schedules.
- 17.12 Work authorized by the Manager of Information Technology or designate and performed in excess of eight (8) hours per day or forty (40) hours per week will be paid at the rate of time and one-half the employee's regular straight time hourly rate.
- 17.13 The normal scheduled hours for other full-time technical employees will be on the basis of thirty-five (35) hours per week, Monday to Friday, and seven (7) hours per day (excluding the lunch period). It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever nor a guarantee of working schedules.
- 17.14 Work authorized in advance by the Manager of Information Technology or designate and performed in excess of seven (7) hours per day or thirty-five (35) hours per week will be paid at the rate of time and one-half the employee's regular straight time hourly rate.

General - Caretaking and Maintenance Staff, Office Staff, Clerical Staff, Educational Assistants and Technical Staff

- 17.15 The parties acknowledge that the practice of proposing improvements to summer hours for all employees to the Board of Trustees shall continue. The Parties further acknowledge that approval or not is at the discretion of the Board.
- 17.16 Employees who work overtime as authorized under Clauses 17.02, 17.09, 17.12 or 17.14 shall be allowed to take time off work in lieu of overtime payment at a time mutually agreed upon. No employee shall be allowed to accumulate more than forty (40) hours of overtime for the purpose of taking time off work in lieu of payment. When an employee takes time off work in lieu of overtime payment, it shall be on the basis of one and one-half (1½) hours off for each one (1) hour of overtime worked or two (2) hours off for each one (1) hour of overtime worked on Sundays, days recognized as paid holidays (under Article 15) or in excess of eight (8) hours on a Saturday.
- 17.17 The Board agrees to give employees one (1) fifteen (15) minute rest period during each half day worked.
- 17.18 For the purpose of this Agreement, the term "regular straight time hourly rate" means the employee's hourly base rate.
- 17.19 Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.
- 17.20 Authorized work performed on Saturdays will be paid at the rate of time and one-half the employee's regular straight time hourly rate.
- Authorized work performed on Sundays, or in excess of eight (8) hours on Saturdays, or on days recognized as Paid Holidays (under Article 15) shall be paid at the rate of double the employee's regular straight time hourly rate.
- 17.21 An employee who is called in and required to work outside his/her regular working hours shall be paid a minimum of three (3) hours at overtime rates except when such call involves resetting an alarm in which case the minimum shall be two (2) hours at overtime rates. It is the employee's responsibility to claim the applicable minimum on their overtime sheet.

Article 18 - Wages

- 18.01 Wages shall be paid according to the schedules in Schedule A attached to and forming part of this agreement.

18.02 With notification by August 15th, ten (10) month employees will have the option of being paid either over a ten (10) month period or of having a portion of their regular salary deferred through payroll deductions for their use during the months of July and August. The deferred salary will be paid into a credit union account in the employee's name. All monies accrued in the account, including interest, will be available to the employee at any time during the year. Regular payroll deductions will be made on the basis of the employee's full salary. For the 2001-2002 school year only, the notification period will be one month after ratification of this Collective Agreement.

Article 19 - Insurance and Welfare Benefits

19.01 The Board will pay 90% and the CUPE employee will pay 10% of the premium costs for the new Insured Benefit Plan which shall include the following insured benefits for all eligible full-time CUPE employees on the active payroll of the Board:

- (a) Group life insurance at 3x salary;
- (b) Accidental Death and Dismemberment coverage @ 3x salary;
- (c) Dental plan @ Blue Cross (9) equivalent; orthodontic @ 50%/\$2,000; Fee Guide @ current-1 year; deductible @ nil;
- (d) Extended health coverage: Deductible @ \$10/\$20 excluding semi-private & vision; Drug formulary 2; Hearing aids @ \$400/5 years; paramedical R/C \$500; Vision @ \$200/24 months; Pay Direct; Other Health; Travel Plan;

19.02 The Board agrees that employees may direct the Board to remit to the Ontario Teachers' Insurance Plan monies required by O.T.I.P. to enable employees to participate in a Long-Term Disability Plan. It is understood that the premium cost of Long Term Disability Insurance is to be one hundred percent (100%) paid for by the employee through payroll deduction and it is further understood that the Board assumes no responsibility for the administration of the Plan or the provision of any benefits pursuant to any insurance policy that relates to Long-Term Disability.

19.03 For the purposes of this Article, full time employees shall be defined as those working at least fifty percent (50%) of full time equivalent hours of work for that job classification.

19.04 The Board agrees that ten (10) months employees who are enrolled in the benefits contained in Article 19 shall be entitled to carry those benefits during the summer months they are not working.

19.05 Commencing September 1, 1999, part-time employees on the active payroll of the Board who

have completed their probationary period and who are regularly scheduled to perform ten(10) hours of work per week shall be entitled to participate in the various benefits outlined in Article 19.01 provided the employee contributes fifty percent (50%) of the Employer contribution stipulated in Article 19.01 in addition to the normal employee contribution. The total employee contribution will be paid through payroll deduction.

It is understood that the implementation of Article 19.05 is contingent upon the insurer agreeing to extend coverage to the group of part-time employees described.

Employees wishing to participate in benefit coverage shall notify the Board in writing of the coverage requested.

It is understood that eligibility for benefits will be in accordance with the terms and conditions of the policy or policies in effect.

19.06 The Board agrees to continue the practice of allowing employees to purchase Canada Savings Bonds through the payroll deduction plan.

19.07 The Board and the Union agree that the full amount of any savings, rebates or premium reductions granted by the Employment Insurance to the Employer or its employees shall accrue solely to the benefit of the Employer. The amount of savings, rebates or premium reductions shall be deemed to have been received as part of the benefits improvements negotiated and the implementation thereof.

19.08 Upon request the Board agrees to provide the Union with complete copies of the master benefit contracts covering the benefits in this Article.

19.09 100% of Basic CAA membership will be paid by the Board to employees who, by the nature of their position, are required to travel to different work sites or whose work site has been altered as a result of amalgamation. This determination is made by the employees' immediate Supervisor.

Article 20 - Sick Leave Plan

20.01 All full-time and part-time employees shall be included under this plan and shall accumulate sick leave credit from the commencement of regular and continuous employment with this Board. Part-time employees shall have their sick leave pro-rated according to their hours of work. For example, a half-time employee shall accumulate half of the sick leave outlined in Article 20.02.

20.02 Pay for sick leave is for the sole and only purpose of protecting full and part-time employees against loss of income when they are legitimately ill or disabled, and sick leave shall be granted to employees covered by this Agreement on the following basis:

- (a) Full-time 12 month employees shall accumulate sick leave credits at the rate of two (2) days per month to a maximum of twenty-four (24) days per year.
- (b) Full-time 10 month employees shall accumulate sick leave credits at the rate of two (2) days per month to a maximum of twenty (20) days per year.

- (c) All unused sick leave may be accumulated to the credit of an employee up to a maximum of two hundred and forty (240) days.
 - (d) Employees who have more than two hundred and forty (240) days of sick leave credits at April 1, 1999 shall be permitted to maintain but not add to these credits. Should sick leave utilization drop the number of sick leave credits below two hundred and forty (240) days, the subsequent maximum accumulation shall not exceed two hundred and forty (240) days.
 - (e) An employee may be required to provide proof of sickness or disability for any absence in the form of a medical certificate and in all cases of sickness or disability of five (5) working days or more, a medical certificate from a duly qualified medical practitioner is compulsory. Obtaining and submitting a medical certificate is the responsibility of the employee.
- 20.03 An employee who is injured and receives compensation from the Workplace Safety and Insurance Board shall be entitled to use sick leave credits that he/she has accumulated to make up the difference between what he/she receives on compensation and his/her regular rate of pay.
- 20.04 In case of illness of the child, spouse, father, mother, mother-in-law, or father-in-law of an employee living in the same house as the employee where no one, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying his/her supervisor, to use a maximum of five (5) accumulated sick days per year for this purpose.
- 20.05 When an employee is given leave of absence without pay for any reason and where there is no payment for such leave made to the employee, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not receive sick leave credit for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such leave or lay-off.
- 20.06 For purpose of calculating sick leave credits and the payment of sick pay as credits are used, it is understood that the value of one (1) day of sick leave credit is directly related to the normal hours of work of an employee to ensure that sick pay equates to normal pay. For example, the sick leave credit of an employee who works five (5) hours per day would be ten (10) hours per month (2 days at five hours per day).
- 20.07 The Board shall advise each employee in writing of their total accrued sick leave in September of each year.

Article 21 - Retirement Gratuity

21.01 Any full-time CUPE employee, employed by either Algonquin and Lakeshore Catholic District School Board or its two predecessor Boards, who is in a designated capacity of employment as of August 31, 1999, having not less than five (5) consecutive years of full-time service with this Board and who, upon retirement, is entitled to a pension under the Ontario Municipal Employees' Retirement System, shall be eligible to receive a retirement gratuity based on the following formula:

$$RG = \frac{1}{2} \times (CSL/240) \times S \times (N/20) \quad \text{Where:}$$

- RG is the amount of retirement gratuity;
- CSL is the number of cumulative sick days accumulated with this Board to a maximum of 240 days;
- S is the employee's salary at the time of retirement;
- N is the number of consecutive years of full-time service with this Board to a maximum of twenty (20) years.

21.02 The retirement gratuity shall be paid immediately upon retirement.

21.03 In the event of the death of an employee after the termination of his/her employment with this Board, any allowance or benefit to which he/she is entitled under the retirement gratuity plan and which remains unpaid shall be paid to his/her estate.

Article 22 - General

22.01 The Local Union President and Recording Secretary shall receive a copy of all written warnings issued by the Board to employees.

22.02 Travel Allowance

Positions for which the Board intends to require use of an employee's personal automobile will be limited to those where there is a reasonable and demonstrable need to so do in relation to the job. Employees who currently hold such a position and employees who have, through the job posting procedure, secured a position which includes, amongst its posted requirements, use of an employee's own automobile will be compensated as follows.

The Board agrees to pay thirty-six cents (\$0.36) per kilometre for each kilometre necessarily travelled by an employee in his/her automobile while engaged in the business of the Board. It is understood, however, that such payment has no application where employees drive between home and work in the course of their normal duties.

It is further agreed that if the rate of thirty-six cents (\$0.36) per kilometre is increased for any other employees of the Board during the term of this agreement, the thirty-six cents (\$0.36) per kilometre will be adjusted so that persons covered by this agreement have the benefit of such adjustment.

School Secretaries or Educational Assistants

If the school secretary or educational assistant is required to move from one school to another during the normal working day, kilometrage payment under this Clause shall be paid.

Mechanical System Technicians, Maintenance Person - Certified, Certified Trades, Electricians and Technical Staff

The Mechanical System Technicians, Maintenance Person - Certified, Certified Trades, Electricians and Technical Staff, who constantly carry equipment and material in their vehicles for the benefit of the Board while engaged in the Board's business, shall be paid thirteen cents (\$0.13) per kilometre more than the travel allowance established in the collective agreement for all kilometres driven by them, provided they make available and use their personal vehicles to carry equipment and material for the Board.

22.03 Meal Allowance

Employees required to work more than three (3) hours overtime in any work day shall be provided with a meal allowance of up to ten dollars (\$10.00) upon presentation of receipt. This provision shall not apply in cases where an employee is allowed to go home before reporting back to work or where work is performed on Saturday or Sunday.

22.04 Bulletin Boards

The Board will provide bulletin boards for the purpose of posting Union notices in all work places.

22.05 Correspondence

Correspondence between the parties shall normally be between the Supervisory Officer responsible for Human Resources or designate, and the Local Union President or their

designated representatives. A copy of Board correspondence to the President shall be sent to the Secretary of the Local Union.

22.06 Temporary Employees

Where practicable, the Board agrees to endeavour to give work to available part-time employees or to full-time employees who work less than the regular full-time hours, who are qualified and are able to perform such work.

1. Temporary Employees are defined as:
 - (a) Employees hired for a specific term which is to cover the absence of a regular employee; or
 - (b) Employees hired to provide temporary assistance above the normal complement or to work on special projects, or to replace employees on sick leave, Board-approved leave or absent while in receipt of WSIB benefits.

The maximum duration of a temporary assignment will not exceed six (6) months except where mutually agreed or where the temporary employee is replacing a regular employee on maternity/paternity leave. Mutual agreements shall be reviewed on an annual basis.

If mutual agreement cannot be achieved, the position will be posted. Should the employee who has been absent for reasons stated above in this article, return to work, the employee shall be returned to a like position.

2. The hiring of a temporary employee will not be used to circumvent job postings or the recall of a regular employee from lay-off. Notwithstanding this, the Board may assign a temporary employee to a job which qualifies for posting under Clause 12.03 of the current collective agreement.
3. Wages for temporary employees shall be in accordance with the start rate in the Wages Schedule of this collective agreement, where the work performed corresponds with a job classification covered by this collective agreement.
4. Other than as outlined in this Clause 22.06, temporary employees shall not have access to the provisions of this collective agreement with the exception of Clauses 6.01, 17.01, 17.02, 17.06, 17.07, and 17.08.
5. When a person who has been a temporary employee becomes a regular employee, seniority shall be so dated as to give credit for the total number of hours that person has worked as a temporary employee in an ongoing, continuous employment immediately prior to their

appointment to a regular position.

The probationary period for such a new regular employee shall commence as of the date of hire as a regular employee.

6. The Board shall deduct from the pay of all temporary employees an amount equal to the Local Union dues, and this amount shall be remitted as per Article 6.

22.07 Education

Where an employee has obtained prior written approval of the Board, the employee may enroll in an educational course (outside normal working hours) at an accredited school and the Board shall pay to the employee the total cost of such course upon successful completion. It is understood and agreed that the total cost shall be identified to the Board at the time the employee seeks the approval of the Board.

- 22.08 The Employer shall provide for each full-time Caretaker, Technical Staff, Warehouse/Courier Person or Maintenance Person one (1) pair of CSA approved safety boots or shoes of good quality up to a maximum of \$100.00 each year or earlier as needed, and upon the approval of the supervisor.

- 22.09 Caretakers and full-time Caretakers whose schedule hours of work commence at 1500 hours (3:00 p.m.) or thereafter shall receive a shift premium of eighty cents (\$0.80) per hour. For the purposes of calculating overtime payment, such premium shall not be included in the base rate.

- 22.10 The Board agrees to provide newly hired Caretakers and Maintenance Employees, Technical Staff, and the Warehouse/Courier Person, two (2) uniforms. Thereafter, the Board also agrees to provide uniforms to all Caretakers, Maintenance Employees, Technical Staff, and the Warehouse/Courier Person as required, and as approved by the immediate supervisor.

A uniform consists of two (2) pairs of trousers, three (3) shirts, and one (1) jacket or one (1) pair of coveralls or one (1) smock (if requested) per year. The Board agrees to provide a smock, or smocks if required, in each school for use by Educational Assistants.

It is agreed that two (2) representatives of Local 1479 shall meet with the appropriate members of management to review the quality of the uniforms and to choose work boots or shoes as outlined in Clause 22.08 prior to their purchase. The parties agree that a sincere attempt should be made to reach an agreement on the specification to be included in the tender of these items.

The cost of such uniforms will be borne by the Board. Uniforms shall be ordered by June 1st and be received before September of each year.

Employees provided with uniforms and safety boots or shoes must wear them at work, and it is agreed that the uniforms, boots, or shoes are not issued for any other purpose or use.

22.11 The Board agrees to provide the Union with an up-to-date copy of job descriptions for all classifications whenever requested by the Union, but not more than once per academic year, or whenever the description changes.

22.12 The Board agrees that all Educational Assistants shall be paid for all days scheduled as professional activity days for teachers employed by the Board to a maximum of four (4) professional activity days.

22.13 President's Leave

The Local Union President and/or Vice-President may be absent from work for a period not to exceed one-half (1/2) day per week as a combined total for the purpose of taking care of Local Union business.

Prior approval must be obtained from the relevant Supervisor before the leave.

The Employer further agrees that the Local Union President and/or Vice-President will be paid his/her normal day's wages and benefits.

22.14 Medical Procedure

The Board agrees that, when deemed appropriate by the Board, an employee may be accompanied by another employee while toileting a student or performing any medical procedure. The Board shall, through existing supplementary insurance coverage to the limit of Board liability, insure any employee in the bargaining unit against claims arising from regular or emergency toileting or medical procedures.

22.15 Workplace Safety and Insurance Board

The employer agrees to provide a copy of the Form 7 to the employee concerned at the time the form is submitted to the Workplace Safety and Insurance Board.

The employer agrees to notify an employee if it files an appeal to a decision of the WSIB in relation to the employee's claim.

Article 23 - Duration of Agreement



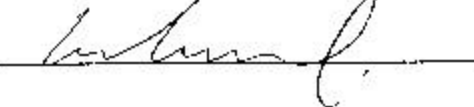
23.01 This Agreement shall be effective from the first (1st) day of September 1, 2000, until the 31st day of August, 2002, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the agreement.


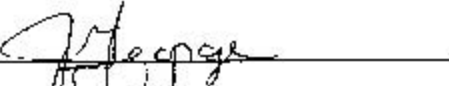

23.02 Negotiations shall begin within fifteen (15) days following notification for amendments as provided in Article 23.01.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives this 30th day of August, 2001

ON BEHALF OF THE
ALGONQUIN AND LAKESHORE
C

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
A

THOLIC DISTRICT SCHOOL BOARD




EMPLOYEES AND ITS LOCAL




Schedule A - Salary Grids

Effective September 1, 2000 increase all rates by 1.5%.

Effective September 1, 2000 employees whose harmonized wage rate is above the Internal Equity rate shall have their wage rate "gold circled" and will receive pay increases equal to the negotiated increase. (To gold circle is to maintain rate and negotiated increase.)

Effective September 1, 2001 increase all rates by 1.5%.

Effective September 1, 2001 employees whose harmonized wage rate is above the Internal Equity rate shall have their wage rates "green circled" and will receive pay increases equal to two-thirds ($2/3$) of the percentage increase to be paid to other employees covered by this agreement or until the Internal Equity rate exceeds their wage rate.

CUPE 1479 Salary Grid - Sept 1/00-Aug 31/01				
Grid Code	Classification	Start	12 Months	24 Months
Band 1	Caretaker I	13.17	14.33	15.50
	<i>Gold Circled-Caretaker I</i>	13.78	15.04	16.30
Band 2	Educational Assistant School Based/Kindergarten/Speech Coordinator, Occasional Teacher and Temporary Staff Courier/Caretaker II/Clerk Receptionist/Entry Level	13.83	15.05	16.27
	<i>Gold Circled - EA-Sch Based/Kindergarten/Speech</i>	15.57	16.09	16.61
	<i>Gold Circled-Coord. Occ Tch-Tmp Staff/Clerk Receptionist</i>	14.36	15.44	16.61
	<i>Gold Circled-Caretaker II</i>		15.19	16.61
Band 3	Educational Assistant Special Education/Learning Resource Assistant Secretary Student Services/Secondary School/Plant Information Tech./Extended Education/ Curriculum Clerical I Accounting/Assessment/Extended Education Human Resources/Purchasing/Transportation Learning Resources Facilitator	14.49	15.77	17.05
	<i>Gold Circled-Secretary Student Services/ Clerical I-Purchasing/Transportation</i>	14.77	15.88	17.08
	<i>Gold Circled-Secretary Extended Education</i>	14.91	16.04	17.24
	<i>Gold Circled-Learning Resource Facilitator</i>	15.59	16.50	17.41
Band 4	Bus Driver/Caretaker III/Maintenance Person Certified Educational Assistant Adult Education Youth Worker Adolescent Care/Home School Liaison Architectural Technician	15.15	16.48	17.82
	<i>Gold Circled-Educational Assistant Adult Education</i>	16.00	16.67	

<i>Gold Circled-Youth Work.Adol.Care/Home School</i>	<i>17.18</i>	<i>18.84</i>	<i>20.48</i>
<i>Gold Circled-Maintenance Person Certified</i>	<i>17.98</i>	<i>18.31</i>	<i>18.65</i>

Band 5	Secretary Elementary School/International Education Clerical II Purchasing/Benefits/Payroll Head Secretary Secondary/School Support Analyst Caretaker IV	15.81	17.21	18.60
	<i>Gold Circled-Head Secretary Secondary</i>	<i>16.97</i>	<i>18.01</i>	<i>19.03</i>
	<i>Gold Circled-School Support Analyst</i>	<i>18.72</i>	<i>20.89</i>	<i>23.06</i>
Band 6	Application Specialist/Community Project Coordinator Data Base Administrator/Computer Technician Mechanical Systems Technician/Certified Trades-Electrician	16.47	17.92	19.38
	<i>Gold Circled - Data Base Administrator</i>	<i>18.72</i>	<i>20.89</i>	<i>23.06</i>
	<i>Gold Circled-Mechanical Systems Technician</i>	<i>19.78</i>	<i>20.56</i>	<i>21.35</i>
	<i>Gold Circled-Certified Trades-Electrician</i>	<i>19.13</i>	<i>19.89</i>	<i>20.65</i>
Band 7	Budget & Accounting Officer/Network Support Specialist	19.88	21.64	23.40
Unbande d	Part Time Caretaker (Classroom/Month)	166.50		
	Part Time Caretaker (Outside/Month)	148.28		
	Student Maintenance	9.59		
	Student Caretaking	9.30		

CUPE 1479 Salary Grid Sept 1/01-Aug 31/02

Grid Code	Classification	Start	12 Months	24 Months
Band 1	Caretaker I <i>Green Circled-Caretaker I</i>	13.37 13.92	14.54 15.19	15.73 16.46
Band 2	Educational Assistant School Based/Kindergarten/Speech Coordinator, Occasional Teacher and Temporary Staff Courier/Caretaker II/Clerk Receptionist/Entry Level <i>Green Circled-EA-School Based/Kindergarten/Speech</i> <i>Green Circled-Coord Occ Tch-Temp Staff/Clerk Receptionist</i> <i>Green Circled-Caretaker II</i>	14.04 15.72 14.51	15.28 16.25 15.59 15.34	16.51 16.78 16.78 16.78
Band 3	Educational Assistant Special Education/Learning Resource Assistant Secretary Student Services/Secondary School/Plant Information Tech./Extended Education/ Curriculum Clerical I Accounting/Assessment/Extended Education Human Resources/Purchasing/Transportation Learning Resources Facilitator <i>Green Circled-Secretary Student Services</i> <i>Clerical I-Purchasing/Transportation</i> <i>Green Circled-Secretary Extended Education</i> <i>Green Circled-Learning Resource Facilitator</i>	14.71 14.92 15.06 15.74	16.01 16.04 16.20 16.67	17.31 17.41 17.58
Band 4	Bus Driver/Caretaker III/Maintenance Person Certified Educational Assistant Adult Education Youth Worker Adolescent Care/Home School Liaison Architectural Technician	15.38	16.73	18.09

<i>Green Circled-Educational Assistant Adult Education</i>	<i>16.16</i>	<i>16.84</i>	
<i>Green Circled-Youth Work.Adol.Care/Home School Liaison</i>	<i>17.35</i>	<i>19.03</i>	<i>20.69</i>
<i>Green Circled-Maintenance Person Certified</i>	<i>18.16</i>	<i>18.49</i>	<i>18.84</i>

Band 5	Secretary Elementary School/International Education Clerical II Purchasing/Benefits/Payroll Head Secretary Secondary/School Support Analyst Caretaker IV	16.05	17.47	18.88
	<i>Green Circled-Head Secretary Secondary</i>	<i>17.14</i>	<i>18.19</i>	<i>19.22</i>
	<i>Green Circled-School Support Analyst</i>	<i>18.91</i>	<i>21.10</i>	<i>23.29</i>
Band 6	Application Specialist/Community Project Coordinator Data Base Administrator/Computer Technician Mechanical Systems Technician/Certified Trades-Electrician	16.72	18.19	19.67
	<i>Green Circled-Data Base Administrator</i>	<i>18.91</i>	<i>21.10</i>	<i>23.29</i>
	<i>Green Circled-Mechanical Systems Technician</i>	<i>19.98</i>	<i>20.77</i>	<i>21.56</i>
	<i>Green Circled-Certified Trades-Electrician</i>	<i>19.32</i>	<i>20.09</i>	<i>20.86</i>
Band 7	Budget & Accounting Officer/Network Support Specialist	20.18	21.96	23.75
Unband ed	Part Time Caretaker (Classroom/Month)	168.99		
	Part Time Caretaker (Outside/Month)	150.50		
	Student Maintenance	9.73		
	Student Caretaking	9.43		

Schedule B - Caretaker Hours of Work - Shifts

Caretaker Hours of Work - Shifts

The parties agree that in the event that the Board changes the current practice of shift rotation for certain employees the following will occur:

- (a) All positions being changed from rotating to fixed shifts will be re-offered to incumbents through the mechanism of a placement meeting.
- (b) Employees will select their shift and location with the preferences granted to employees in order of their seniority.

It is further agreed that no new sites of rotation shifts will be introduced.

LETTER OF UNDERSTANDING

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as "The Union")

The parties agree that a joint committee of the Board and the Union will be established to review options and plans for any designated professional activity day to a maximum of four (4) days in a school year. The committee shall forward recommendations to the appropriate Supervisory Officer for approval. The joint committee will consist of representation from the Board and the Union. The number of representatives from both parties should not exceed four (4) committee members in total.

Signed at Napanee, this 30th day of August, 2001

FOR THE BOARD



FOR THE UNION



LETTER OF INTENTION

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as "The Union")

Whereas employees classified as Caretakers currently work a variety of shift schedules throughout the jurisdiction of the two (2) predecessor Boards,

and

Whereas Article 17.03 of the Collective Agreement provides that employees classified as Caretakers shall have their hours of work assigned by the Controller of Plant and Planning Services,

then

During the life of this agreement, there is no intention to change the schedule of shifts as it currently exists unless as mutually agreed.

Signed at Napanee, this 30th day of August, 2001

FOR THE BOARD



Robert Kowalsky

FOR THE UNION



W. Breese

LETTER OF UNDERSTANDING

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1479
(hereinafter referred to as "The Union")

This will confirm the agreement reached at negotiations related to the use of a Redeployment Committee in cases of lay-off as a result of cutbacks in staffing.

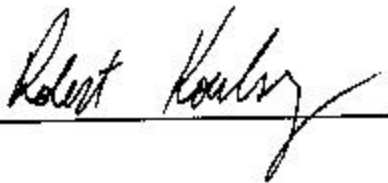
The parties agree that a Redeployment Committee will be called upon at the request of either the Board or the Union. The Redeployment Committee will consist of joint and equal representation from the Board and the Union. Each party may appoint up to three (3) representatives to the Committee.

The mandate of the committee will be to review and recommend alternatives to the Board on the proposed cutbacks in staffing.

The committee will determine its own terms of reference.

Signed at Napanee, this 30th day of August, 2001

FOR THE BOARD



Robert Kowalsky

FOR THE UNION



W. Bruce

LETTER OF UNDERSTANDING

between

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as "The Union")

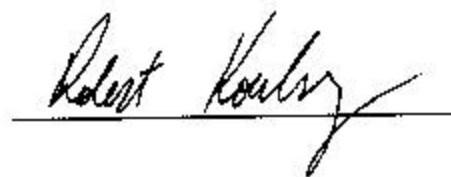
The parties agree that a joint committee shall be established upon ratification of this agreement, the terms of reference of which shall be the investigation and fact finding in respect of toileting and medical procedure issues raised during this round of negotiations.

The joint committee will be comprised of equal representation, with a maximum of three (3) each from the Board and the Union with each side naming their own representatives.

The committee shall simultaneously report to the Union and the Board bargaining committees at the commencement of the next round of collective agreement negotiations.

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this 30th day of August, 2001

LETTER OF UNDERSTANDING

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1479
(hereinafter referred to as "The Union")

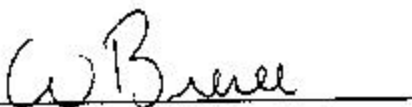
Cleaners who have been reclassified to Caretaker I under the Implementation Agreement of January 10, 2001 shall remain as ten (10) month employees unless they successfully post into a twelve (12) month position. The Board will no longer post Cleaner positions.

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LETTER OF UNDERSTANDING

between

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as "The Union")

1. The Board and the Union agree that no permanent full time and no permanent part time ten (10) month employees will be laid off or have their hours of work reduced prior to June 30, 2002.
2. The Board and the Union agree that no permanent full time and no permanent part time twelve (12) month employees will be laid off or have their hours of work reduced prior to August 31, 2002.
3. The prohibition against layoff in paragraphs 1 and 2 above have no application to Educational Assistants hired after July 1, 1998. However, any Educational Assistants assigned to a position at the June, 2001 placement meeting will not have a layoff become effective during the 2001-2002 school year.
4. Positions that are vacated through attrition shall not be considered to have been layoffs of employees.
5. In order to provide job security for the current members of the bargaining unit, the Board agrees that all work or services which are currently performed by bargaining unit employees shall not be subcontracted, transferred, leased, assigned, conveyed, privatized, in whole or in part, to any other plant, person, company, or non-bargaining unit employee. This paragraph will not operate so as to prohibit the contracting out of work or services of the same type performed by the current bargaining unit employees provided:
 - (a) that such contracting out is in addition to the continued work of bargaining unit members;
 - (b) that such contracting out is restricted to periods of peak demands.

6. Notwithstanding the provisions in Paragraph 5 above the Board may contract out any construction, alteration, repair, or demolition of buildings, structures, or other facilities of the Board where a General Contractor is engaged or where the work to be performed is beyond the capability of the Board's internal resources in terms of tools, equipment, and human resources, etc.
7. Notwithstanding the provisions of Paragraph 5, the Board may enter into an agreement with Hastings-Prince Edward District School Board and/or Limestone District School Board to provide shared services for courier and bus driving services. Incumbent employees (if any) will be redeployed at no reduction in wages or hours of work.
8. The Board and the Union agree that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to an ongoing joint review to determine which work and services might be performed by members of the bargaining unit (contracting in).
9. Paragraphs 4, 5, 6, 7 and 8 continue to operate for so long as this Collective Agreement operates.

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