



# AGREEMENT

between

THE WINDSOR-ESSEX CATHOLIC DISTRICT  
SCHOOL BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and

LOCAL 1358.1

EDUCATIONAL ASSISTANT GROUP

September 1, 2008 – August 31, 2012

12945 (04)

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## **ARTICLE 1 – PURPOSE**

1:01 This agreement is undertaken to establish mutually satisfactory relations between the Employer and employees represented by the Union to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages and to promote the morale, well being and security of all employees within the Bargaining Unit and the best interest of the Employer.

## **ARTICLE 2 – DEFINITIONS**

- 2:01 (a) The term “permanent employee” when used in the Agreement refers to employees employed by the Board on a “full-time” or “part-time” basis who have passed their probationary period.
- (b) The term “probationary employee” when used in this Agreement refers to employees employed by the Board who have neither acquired “permanent employee” status nor “seniority” (as set out elsewhere in this document).
- (c) The term “full time” when used in this Agreement refers to employees employed by the Board for thirty-four (34) hours per week; thirty-five (35) effective September 2009.
- (d) The term “part-time” when used in this Agreement refers to employees employed by the Board for less than twenty-four (24) hours per week.
- (e) The term “long term assignment,” when used in this agreement, refers to employees working for four (4) months or greater in any given year.
- (f) Job vacancies refer to vacancies caused by such events as death, retirement, resignation, discharge, promotion or demotion, creation of a new position within an existing classification and temporary vacancies *no* longer than twelve (12) months
- (g) The term “unassigned” when used in this Agreement refers to employees employed by the Board who have lost their permanent assignment due to:
- i) being granted a leave of absence of more than one (1) year or where an extension to an existing leave is granted that extended the leave beyond one (1) year period.
  - ii) being on sick leave longer than twenty-four (24) months.
  - iii) being on maternity leave which has been extended beyond twelve (12) months
  - iv) being declared surplus and the assignment no longer exists
- (h) The term “transfer” when used in this Agreement refers to situations where an employee moves to another position in the same pay grade.
- (i) For the Elementary School Year:
- the first school term ends with the commencement of the Christmas Break
  - the second school term ends with the commencement of the March Break.
  - the third school term ends with the conclusion of the School Year as defined by the Ministry of Education
- (j) For the Secondary School Year:
- In a semestered school:
- the first school term ends with the completion of the first semester exam/P.D. schedule
  - the second school term ends with the conclusion of the school year as defined by the Education Act.
- In a non-semestered School:
- the first term ends with the completion of the first term on January 31.

- the second term ends with the conclusion of the school year as defined by the Education Act.

### **ARTICLE 3 – RECOGNITION**

- 3:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Windsor-Essex Catholic District School Board employed as educational assistants save and except supervisors and persons above the rank of supervisor.
- 3:02 It is agreed that an authorized representative of the Union, may enter premises under the jurisdiction of the Employer at reasonable times on Union business provided that such entry shall not disrupt the normal routine of the Board.

### **ARTICLE 4 – TEMPORARY EMPLOYEES**

- 4:01 The term “temporary employee” when used in this Agreement refers to employees engaged by the Board on a temporary basis for a period not longer than twelve (12) months to replace a permanent or probationary employee who is temporarily absent for reasons of illness, injury, disability, parental leave or other approved leave of absence.
- 4:02 Temporary employees shall be paid the probationary rate as per Schedule “A” for all hours worked.
- 4:03 Temporary employees shall have no rights under the Collective Agreement, except as specifically set out therein. Deduction and remittance of Union dues shall be made for such employees.
- 4:04 If a temporary employee becomes a permanent employee, the Employer shall grant retroactive seniority rights equal to the number of days actually worked during his/her most recent assignment or actual days worked in the preceding twelve (12) months whichever is greater.  
This is determined by dividing the total number of hours by 6.8; 7.0 effective September 2009, which is equivalent to a full-time day.
- 4:05 When a long-term temporary vacancy occurs, it shall be assigned to a temporary employee from the approved Temporary Hiring Pool (Article 12) prior to hiring an outside candidate.
- 4:06 On October 15 and May 15 of each school year, the Employer shall provide the Union with a list of the names, addresses, phone numbers and qualifications of all temporary employees. Temporary employees who have requested pool status, and those who have been granted pool status shall be identified.

### **ARTICLE 5 – MANAGEMENT FUNCTIONS**

- 5:01 The management of the operations of the Employer and the direction of its employees shall continue to be vested in the employer including, without limiting the generality of the foregoing, the right to hire, transfer, discharge, promote, demote and discipline employees subject to the terms of this Agreement and the right of the Union and/or the employees concerned to lodge a grievance in the manner herein provided.

5:02 The Union acknowledges and recognizes that in the exercise of its management functions, the Employer may make such rules and regulations lodge a grievance in the manner herein provided.

#### **ARTICLE 6 – NO DISCRIMINATION**

- 6:01 (a) The Board and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by the membership or non-membership in the Union or by reason or exercising their rights under the Collective Agreement.
- (b) The Board and the Union agree that this Collective Agreement shall be applied in a manner which fully supports the basic equality of all employees.
- (c) The Board and the Union agree that every employee has a right to freedom from all forms of harassment.
- (d) Any employee shall have the right to seek redress in accordance with the Board's harassment policy if that employee believes he/she has been harassed.

#### **ARTICLE 7 – UNION DUES**

7:01 Each pay period the Employer will deduct from the pay of each Employee, who is covered by this Agreement, to whom any pay is due in that period, an amount equal to his/her regular Union dues and initiation fee. The Union shall notify the Employer in writing of the amount of such dues from time to time.

7:02 All dues so deducted shall be remitted to the Union not later than the 3<sup>rd</sup> day of the week following the week in which such deductions are made, together with a list in duplicate of the names of all employees from whose pay dues were so deducted. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of the dues by the Employer pursuant to this Article.

7:03 Once each month, the Secretary and the President of the Union will be notified in writing of all appointments, hirings, lay-offs, recalls and terminations of employment (other than an employee employed for less than ten (10) consecutive working days) during the previous month. The work site of all new employees shall be supplied to the Union with the notification of hire.

#### **ARTICLE 8 – STRIKES AND LOCKOUTS**

8:01 The Union agrees that during the term of this Agreement there shall be no strikes, suspension or slow down of work, picketing or other interference with the operation of Board's business and to this end the Union will take affirmative action to prevent an employee from engaging in any such activity. The Board agrees that there shall be no lockout of the employees.

**ARTICLE 9 – UNION REPRESENTATION**

- 9:01 (a) The LABOUR MANAGEMENT COMMITTEE consisting of not more than four (4) representatives designated by the Union from 1358.1 and 1358.2 and four (4) representatives designated by the Employer.
- (b) The BARGAINING COMMITTEE consisting of not more than five (5) employees, for the purpose of negotiating this agreement and its renewal. The President of Local 1358 shall be recognized as an additional member for the committee.
- (c) The GRIEVANCE COMMITTEE consisting of two (2) representatives of the union, who shall be stewards, and/or members of the Union Executive Board, for the purposes of processing grievances. With mutual consent of the Parties, in writing, the President of the Union may be recognized as an additional member of the Committee.
- 9:02 The Employer will not be required to recognize or deal with employees on any of the Committees in Article 9 unless those employees have acquired seniority under Article 10 and the Union has notified the Employer in writing of the names of such employees and the Committees of which they are members from time to time.
- 9:03 No employee shall leave his/her work on Union business without prior consent, which consent shall be cleared through the Director of Education, or his/her designate and such consent shall not be unreasonably withheld.
- 9:04 The Employee shall suffer no loss of pay or benefits due to the requirement of attendance at meetings (per Article 9:01) with the Employer.
- 9:05 A full-time representative of the Union may attend meetings of any of the Committees in Article 9:01.
- 9:06 It is the policy of the Parties that all correspondence between them (except for grievance handling and dues deduction matters) shall pass to and from the Director of Education and/or the Manager of Human Resources and the Union Secretary and/or the President of the Union Local.
- 9:07 The Employer agrees to inform a new employee, at the time of hiring, that a Union agreement is in effect and to provide a copy of the Agreement.
- 9:08 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of discussing with the new employee the benefit and duties of Union membership.
- 9:09 The Employer shall make available to the Union, upon request, information required by the Union regarding job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans required for collective bargaining purposes.
- 9:10 Copies of all by-laws, rules and regulations adopted by the Employer which affect the members of this Union are to be forwarded to the Secretary of that Union. The Union shall receive the Policy Handbook and all updates. The Union shall receive copies of all annual budgets.

**ARTICLE 10 – SENIORITY**

- 10:01 “Seniority” means the length of continuous service with the Employer and any predecessor Boards as an employee covered by this Agreement.
- 10:02 An employee shall be considered a probationary employee until he/she has completed 390 hours or four (4) months worked during any twelve (12) consecutive month period or whichever occurs first, after which his/her name shall be placed on the seniority list mentioned in Article 10:03 and his/her seniority shall date back to the date of his/her original date of hire. No grievance may be submitted concerning the termination of employment, lay-off or disciplining of a probationary employee. Benefits shall commence for new employees effective the first day of the month following the month of hire.
- 10:03 The Employer will maintain a seniority list showing each employee’s name in order of seniority, the date upon which such seniority commenced, the employee’s occupational classification and current work location. The Employer will revise the seniority list semi-annually, effective October 1 and February 1, and post copies of the revised list on all bulletin boards and will send two (2) copies to the Union. Complaints about the accuracy of a seniority list will be considered within fifteen (15) working days of the date of such posting and, if no complaint or grievance is received within that time, the list shall be deemed to be accurate.
- 10:04 An employee who is absent from work due to illness, accident or approved leave of absence shall continue to accumulate seniority during the period of such absence.
- 10:05 Seniority once established for an employee shall be forfeited and the employee’s employment shall be deemed to be terminated for any of the following reasons or conditions:
- i. He/she resigns. An employee shall advise his/her employer at least ten (10) working days prior to termination of employment.
  - ii. He/she is discharged and not reinstated through the grievance procedure or arbitration procedure.
  - iii. He/she fails to return from leave of absence without notifying the Employer at least five (5) days prior to the date of the expiry of the leave of absence, unless such failure to notify is proven, to the satisfaction of the Employer, to be beyond the employee’s control.
  - iv. He/she is absent from work without permission for more than two (2) consecutive days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee’s control.
  - v. He/she fails to report to work after a lay-off within seven (7) calendar days after receiving notice of recall by registered mail to the last address of the employee of which the Employer has record, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the employee’s control. An employee is responsible for advising the Employer in writing of his/her address from time to time while he/she is on lay-off.
  - vi. He/she is laid off for a period longer than twenty-four (24) consecutive months.
  - vii. He/she retires or is retired.

- 10:06 Notwithstanding anything to the contrary in this Agreement, should employees of other School Boards who would be members of this bargaining unit become employees of the Employer as a result of the purchase, amalgamation, or taking over in any other way, the schools and/or facilities of another School Board, the following shall apply:
- (a) The seniority of such employees recognized by other School Boards shall be credited to them by this Employer;
  - (b) They shall be paid at an hourly rate of pay as set out in this Agreement unless at the time of such purchase, amalgamation, take over or the like the employee'(s) rate of pay with other School Boards is higher in which case such employee will be paid the higher rate of pay but such pay rate shall be red circled until such time as the hourly rate pursuant to this Agreement exceeds the said rate;
  - (c) Subject to the provisions of any legislation dealing with such transfers of employment, the Employer shall recognize the sick leave days accumulated and recognized for such employee(s) by other School Boards up to the maximum number of days permitted pursuant to this Agreement;
  - (d) All other benefits and rights shall be as set out in this Agreement;
  - (e) The Employer shall not be required to post the position of employees who have become employees of this Board as the result of the eventualities set out in this Article.

#### **ARTICLE 11 – JOB POSTINGS AND ASSIGNMENTS/TRANSFERS**

- 11:01 (a) Any and all permanent vacancies [as defined in 2:01 (e)] must be filled through the posting process.
- (b) Vacancy posting dates shall be: June 1<sup>st</sup>, July 1<sup>st</sup> and August 1<sup>st</sup>  
Postings left unfilled after each posting date shall be reposted on the following posting date.
- 11:02 Subsequent to August 1st, any newly created or vacated permanent positions that become available for the remainder of the school year will be filled in the following order:
- i. Vacancies will be filled by seniority from a list of qualified full-time permanent Educational Assistants who do not have an assignment;
  - ii. Further vacancies will be filled from a list of qualified permanent part-time Educational Assistants who wish to increase their hours of work. These positions will be offered to individuals by seniority. If the vacant position(s) is part-time, it is understood that these positions will be offered to individuals by seniority where the vacant position(s) will not conflict with their existing position. Any additional hours gained through this process will be considered as temporary assignments until the end of the school year.  
Unassigned Educational Assistants as of September 1<sup>st</sup> will be given temporary assignments until September 30<sup>th</sup>, when system needs will be established, at which time such Educational Assistants will be given a regular assignment. Such regular assignments will be posted the following May to be filled the following September provided there is no existing redundancy at that location at that time.
  - iii. If a vacancy remains after all unassigned Educational Assistants are placed, the Board may hire persons to fill these vacancies. and such hires will be deemed permanent employees. It is understood that these positions will be posted in May of the following year for placements the following September provided there is no



existing redundancy at that location at that time. A list of these positions and the member filling the position shall be sent to the union.

- iv. If the position remains unfilled, the Employer shall give consideration to applicants from the CUPE Local 1358.2 bargaining unit prior to going outside the bargaining unit to fill the vacancy.
- 11:03 (a) The Board will post notices of vacancy under 11:01(b) for a period of five (5) working days on the Board's intranet system (First Class Service) posted in the CUPE Folder.
- (b) Any positions which become available following June 30<sup>th</sup> will be posted on the Board's intranet system and at the Board Office.
- (c) The notice will contain the job title, the location of the position, the posting number, any particular requirements of the job, including gender, the hours of work, the name of the official to whose attention applications are to be directed and the rate of pay.
- (d) An employee who wishes to apply for any posted vacancy shall make application to the said official on the prescribed form available on the Board's First Class system during the period of five (5) working days outlined in 11:03 (a). A copy of the application shall be provided to the Union.
- 11:04 At the close of posting, the successful applicant will be notified within seven (7) days during the month of June and fourteen (14) days during the months of July and August. The successful applicant will accept or decline the offered position within 24 hours. If the Board is unable to reach the successful applicant within 2 working days the Board may offer the vacancy to the next most senior applicant. The job left vacant by the successful applicant for the initial posting shall be posted subject to 11:01 (a).
- 11:05 Seniority shall be the determining factor in cases of job postings within the bargaining unit, provided the employee or employees who are affected have the skill, ability and qualifications required.
- 11:06 The Board will give reasonable notice of not less than five (5) working days of its intention to transfer an employee within a family of schools and ten (10) working days if the transfer is to be outside the family of schools along with the reason for the transfer.
- In extenuating circumstances, the Superintendent of Human Resources may grant additional notice, but the minimum notice periods may only be changed by agreement with the Union in writing.
- 11:07 (a) If there is a successful applicant, he/she will then be placed in the vacancy for a trial period not exceeding twenty (20) working days, and if he/she proves satisfactory he/she will then be confirmed in his/her new position. If the employee proves unsatisfactory during that time, or if he/she is unable to perform his/her new duties he/she will be returned to his/her former position at his/her former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. The time limit may be extended by written mutual consent of the Union and the Board.
- (b) If an applicant is returned to his/her former position under this clause, the Employer will give consideration to those employees who were unsuccessful

applicants for the initial vacancy and should the Employer place any such employee in the vacant position, paragraph (a) of this clause shall apply.

- 11:08 (a) Where two (2) employees working in different schools in the same job classification wish to exchange schools on a permanent or temporary basis, they shall make application to the appropriate Superintendent in writing between May 1<sup>st</sup> and July 31<sup>st</sup> of any year. The Superintendent shall not unreasonably withhold approval. The exchange shall be granted commencing with the September term if possible. It is further understood and agreed that the "term" temporary as used in this clause shall be for a period of one (1) year.
- (b) The Employer will maintain a voluntary exchange list. All employees will have access to the exchange list.
- 11:09 The Secretary and President of the Union will be notified monthly, in writing, of all appointments, hirings, transfers, lay-offs, recalls and terminations of employment. The address of each new employee shall be supplied to the Union with the notification of hire, unless the employee requests such information be withheld.
- 11:10 (a) If an Educational Assistant assignment within the work site is eliminated or reduced, the employee within that work site with the least bargaining unit seniority in the school will be declared surplus to the work site.
- (b) The Educational Assistant declared surplus shall be given the notice prescribed in Article 11:06 before being transferred to another work site.
- (c) Should a reduction of staff occur, during the school year, at a school where there is also a temporary assignment, the temporary employee in the temporary assignment would be re-located/re-assigned. The permanent employee being reduced at the school would assume the temporary position for the remaining time, if he/she desires.

#### **ARTICLE 12 - TEMPORARY EMPLOYEE HIRING POOL**

- 12:01 Educational Assistants on the Education Assistants Supply List (Temporary Employees) may indicate a desire to be hired to permanent positions. Candidates shall be interviewed by a Committee in accordance with Board Policy.
- 12:02 Temporary employees who have been interviewed and recommended for permanent positions shall be placed in an approved pool. Temporary employees must re-apply every three (3) years and be re-interviewed to remain on the Hiring Pool List.
- 12:03 If a permanent vacancy remains unfilled after the posting process has been completed, the vacancy will be filled from the Hiring Pool List. It is agreed that a minimum of two-thirds of permanent positions shall be filled by temporary employees from the pool, provided there is a sufficient number of temporary employee applicants with the qualifications for the position.

#### **ARTICLE 13 - LAYOFF/RECALL**

- 13:01 A layoff is defined as a reduction in the work force or a reduction in the regular hours of work.
- 13:02 In the event of lay-off, lay-offs shall be in the following order:

- i. probationary employees;
- ii. employees in reverse order of seniority, provided that the person(s) to be retained hold(s) the necessary skill, ability, and qualifications for the position(s) including the required standard of competence in the language or languages of the school or workplace.

Recall shall take place in the reverse order of the foregoing provided that person(s) to be recalled have the skill, ability and qualifications for the position(s) to be filled.

13:03 Employees to be laid off shall be given notice of such layoff as follows:

- i. All employees with seniority laid off for fifteen (15) or more calendar days shall receive fifteen (15) calendar days notice.
- ii. All employees with seniority laid off for less than fifteen (15) calendar days shall receive five (5) calendar days notice.

If the employee has not had the opportunity to work the number of days provided in this Article, he/she shall be paid for all days for which work was not made available.

In returning to work following such lay-off or reduction in staff, the last employee laid off shall be the first employee recalled.

13:04 No new employee will be hired until a person who is on lay-off has been given an opportunity for recall, provided such person has the skill, ability and qualifications to do the work in question.

13:05 If an employee with seniority who is to be laid off wishes to seek employment in another position under the Employer's jurisdiction rather than be laid off, such employee shall forthwith send notice in writing to the Manager of Human Resources and the latter shall, without abrogating other bargaining units' rights, use his/her best efforts to place the employee providing he/she has the skill, ability and qualifications to perform any work which is available. Article 11 shall not apply.

13:06 A grievance concerning a lay-off by reason of a reduction in the working force may be taken up at Step 2 of the grievance procedure.

13:07 Notwithstanding any other provision in this collective agreement, the President and Vice-President of the Union shall be the last to be laid off.

#### **ARTICLE 14 – NEW CLASSIFICATIONS**

14:01 When the Employer designates a new occupational classification covered by this agreement, it will prepare and send to the Union a description thereof ten (10) days prior to posting the position under Article 11. This clause is subject to the exception contained in Article 10:06. At the request of either party a meeting shall be called to discuss such changes.

14:02 When a vacancy or a new position is created inside the bargaining unit the Employer will notify the Union in writing and post the position as required by Article 11:01. If there is a vacancy or a new position in a job outside of the bargaining unit which is similar to the work of the bargaining unit, the Employer shall notify the Union in writing and post a notice of the position for informational purposes only.

## **ARTICLE 15 – PROFESSIONAL DEVELOPMENT**

- 15:01 The Parties recognize the value of professional development. The Parties will jointly develop in-service programs and workshops, which will be conducted on Professional Development (P.D.) days designated by the Employer.
- 15:02 In the event that the Employer should introduce new methods, equipment or programs, which require new or greater skills than are possessed by employees under the present methods of operation, the Employer will meet with the Union to discuss the appropriate training. The Employer will reimburse tuition fees paid by the employees for courses taken provided that:
- i. the course is approved by the Employer
  - ii. the employee provides proof of tuition fees paid and successful completion of the course
- In lieu of the above, the Board may offer training at its expense.
- 15:03 The Board will implement a voluntary half-day basic First Aid/CPR training program to be phased in over a three-year period commencing the 2009/2010 school year. Training shall be delivered on a PD day. Details to be discussed at the Joint Professional Development Committee.

## **ARTICLE 16 – GRIEVANCES**

- 16:01 (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be adjusted as quickly as possible.
- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Employees who are covered by this agreement shall be required to follow the procedures laid down in this Article.
- (d) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any member of the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- (e) The Steward may, with permission of the appropriate Superintendent, be allowed reasonable time absent from work to investigate formal complaints from the bargaining unit employees and process grievances. The Employer may upon request, allow other elected or appointed Union officers to take time off work for carrying out such duties of that office as can only reasonably be carried out during working hours.
- (f) In the absence of the Steward, another member of the Grievance Committee or officer of the Union may perform the duties of Steward in all stages of the grievance procedure.
- (g) At each step of the grievance procedure, the grievor shall have the right to be present, without loss of pay.
- 16:02 (a) The following procedures shall be adhered to in processing complaints and grievances, save as otherwise provided in this Article, in Article 13:06 and in Article 18.

NOTE: In the absence of an immediate supervisor, a grievance would be initiated at Step 2.

STEP 1 In the event an employee has a complaint he/she shall inform the appropriate supervisor of his/her complaint within and not after ten (10) working days after the date of the incident giving rise to the complaint and request a meeting with such supervisor. The employee shall clearly indicate that the meeting requested is in reference to a complaint which might proceed to grievance. Such meeting shall take place within (5) working days of the request. The employee shall have the right to be accompanied by his/her Steward.

STEP 2 If a resolution is not reached within five (5) working days of the date of the Step 1 meeting, the employee or the Union may, within and not after five (5) working days of the date of the Step 1 meeting, submit the grievance in writing to the appropriate Superintendent of Human Resources. The grievance shall contain a concise statement of the complaint and the redress sought and shall be signed by the employee and the Steward. The Superintendent of Human Resources shall render a decision in writing within five (5) working days of the date upon which the grievance was taken up with him/her.

STEP 3 If the grievance is not resolved at Step 2, the Union may, within and not after five (5) working days of the date of receiving the Step 2 decision, (or if no decision is received, then within five (5) working days after such decision ought to have been given), request a meeting with the Director. Such meeting shall take place within five (5) working days after the meeting with the Director, the Union may, within and not after thirty (30) calendar days after the date of receiving the decision of the Director (or if no decision is received from the Director then, within thirty (30) days after such decision ought to have been given) refer the grievance to arbitration under Article 17.

16:03 (a) A grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step 2 of the grievance procedure. A policy grievance or group grievance shall be taken up within and not after ten (10) working days after the date of the incident giving rise to the grievance.

(b) A grievance concerning a layoff may be taken up at Step 2 of the grievance procedure.

16:04 In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance, has previously been settled on its merits under the grievance or arbitration procedures.

16:05 At any step in the grievance procedure, the time limits imposed on either party may be extended by mutual agreement in writing.

## **ARTICLE 17 – ARBITRATION**

17:01 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after duly exhausting the grievance procedure established by this Agreement, notify the other party in writing within the time limits set out in Step 3 of Article 16:02 of its intention to submit the difference or allegation to arbitration and the notice shall contain the name of the

first party's appointee to the Arbitration Board. The recipient of the notice shall, within fifteen (15) days, inform the other party of its appointee to the arbitration Board. The two (2) persons so selected shall proceed to appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within thirty (30) days, the appointment shall be made by the Minister of Labour for Ontario upon request by either party.

- (b) The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or in any way amend this Agreement or any term thereof.
- (c) The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. All such decisions shall be final and binding upon the employee or employees concerned and upon the parties hereto. The decision of the majority is the decision of the Arbitration Board.

17:02 Each of the parties hereto shall pay all the costs of its own appointee and both Parties will equally share all the costs of the chairperson.

17:03 By mutual agreement of both parties, given in writing, any matter which is to be submitted to arbitration may be decided by a single arbitrator selected by mutual consent of both parties. The same rules and conditions as are applicable shall apply in this Article.

17:04 During any step of the arbitration procedure a full time representative of the Union and the Board may be present.

#### **ARTICLE 18 – DISCIPLINE, SUSPENSION AND DISCHARGE**

18:01 No permanent employee shall be disciplined or discharged without just cause.

18:02 In the event an employee who has attained seniority is discharged or is suspended as a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the grievance procedure.

18:03 Where an employee's grievance against his/her discharge or suspension duly comes before an Arbitration Board, the Board may make a ruling:

- i. confirming the Employer's action, or
- ii. reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his/her case).

18:04 (a) The Employer shall notify the employee in writing of the intent or possibility of taking disciplinary action against the employee within twenty (20) working days from the date the Employer became aware or reasonably should have been aware of the event complained of, with a copy to the Union. If the employee and the Union are not informed in writing the matter shall not form part of the employee record and shall not be used against him/her at a later time.

- (b) Prior to the imposition of any discipline there shall be a discussion involving the employee and his/her Steward and the Supervisor to discuss the reasons. In the event the health or safety of an employee or student may be at risk the employer

shall have the right to remove the employee from the workplace without loss of pay for the remainder of the day and shall immediately notify the Union of such action.

- (c) No material pertinent to an employee's conduct, service or character will be placed in his/her personnel file before the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.
- (d) If an employee disputes the accuracy of any fact contained in his/her file, he/she may request in writing the amendment or the removal of the disputed material. Where the material is amended or removed the Board shall notify all persons who received a report based on the inaccurate material within five (5) working days. If the information is amended, the appropriate Board official shall return the original document to the employee. The amended information shall be retained in his/her file. If the information is removed, the appropriate Board Official shall return the original document to the employee. In the event that the Board refuses to amend or remove the said material, the employee may file a grievance under the procedure outlined in this Agreement.
- (e) After thirty (30) calendar months, an employee may request the removal of any negative report from his/her file. If a request is denied, no disciplinary record shall be relied upon by the Employer in any proceeding after thirty (30) calendar months, provided there has been no further disciplinary action against the employee within the thirty (30) calendar month period.

18:05 Each employee shall have access to his/her personnel record upon request in writing. The employee, upon request, will be provided with a photocopy of any documents in the records at cost.

### **ARTICLE 19 – HOURS OF WORK AND OVERTIME**

- 19:01 The regular work week for full-time employees shall consist of thirty –four (34) hours; thirty five (35) effective September 2009 made up of five (5) days from Monday through Friday each week, within the school day as defined in Regulation 298 of the Education Act. The time for commencing and finishing work shall be set from time to time by the Employer at its discretion, but the normal work day shall be six point eight (6.8) hours; seven (7) hours effective September 2009 plus one unpaid period of forty (40) uninterrupted minutes for lunch.
- 19:02 (a) Employees who are required to work beyond their normally scheduled hours of work shall be paid for such hours worked up to thirty-five (35); thirty-six (36) effective September 2009 in a week at the regular rate of pay and one and one-half (1½) times their regular rate of pay for hours worked in excess of thirty-five (35); thirty-six (36) effective September 2009 in a week.
- (b) When an employee is required to work on any of the holidays in Article 21, he/she shall be paid for the holiday plus two times his/her effective hourly rate for all time actually worked and if he/she is required to work on a Sunday he/she will be paid two times his/her effective hourly rate for all time actually worked. This Article does not apply to hours worked pursuant to Article 30:06.
- 19:03 The Board agrees to pay a meal allowance of ten dollars (\$10.00) for each employee when required to work two (2) hours beyond their regular hours in any one day.

- 19:04 The employee shall be entitled to a fifteen (15) minutes rest period in the morning and in the afternoon.
- 19:05 No employee shall be laid off work in any week merely for the reason that he/she has worked overtime in that week.
- 19:06 If any employee is called in to work after completing his/her regular hours and has left the workplace or is called in on a day he/she is not scheduled to work, he/she shall be paid for a minimum of three (3) hours at regular rates or for the actual hours worked whichever is greater.
- 19:07 The work year shall be the school year as defined by the Education Act and/or the Regulations.
- 19:08 In the event of weather conditions which make travel hazardous, an employee will make a reasonable attempt to reach his/her place of work. In the alternative, he/she will attempt to reach another school close to his/her residence. If unable to do so, he/she will report this fact to the Principal, and the day shall be granted as leave without loss of pay or deduction of sick leave credits.

#### **ARTICLE 20 – RATES OF PAY AND OCCUPATIONAL CLASSIFICATIONS**

- 20:01 (a) Any part-time permanent employees who works greater than their regular scheduled hours will receive pay at the rate of a permanent part-time employee.
- (b) Rates of pay and occupational classifications shall be as set forth in Schedule “A” to this agreement.
- (c) Salaries will be paid on a weekly basis.
- (d) Net salary payments shall be deposited into the account of each employee at authorized financial institutions.
- 20:02 Employees shall receive their pay statements through the Board’s Employee Portal System, printed off by the employee at his/her worksite.

#### **ARTICLE 21 – PAID HOLIDAYS**

- 21:01 (a) The Board will grant to all employees who have completed their probationary period:  
Pay for the following holidays or the day which may be observed as the effective paid holiday, provided such employees have worked all of the last scheduled working day preceding the holiday and all of the next scheduled working day after such holiday. However, if absence on the paid days is due to illness, injury or other approved absence, employees shall not be disqualified for payment as provided herein. In such case, the Board may require a Doctor’s certificate.

Family Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving  
Easter Monday (if observed as a school holiday)



Remembrance Day (if observed as a school holiday)  
 Christmas and New Year's holidays (as observed by the schools)

Employees laid off during the Summer Break shall observe and be paid for Canada Day on the last scheduled day of work in June.

## **ARTICLE 22 - VACATION PAY**

22:01 (a) Employees shall be paid their annual vacation pay entitlement on the basis of the following:

0 - 3 years experience -	4% of earnings
4 - 10 years experience -	6% of earnings
11 - 15 years experience -	8% of earnings
16 years experience and over -	10% of earnings

This vacation pay entitlement is based on earnings in the twelve (12) months immediately preceding the first day of January. Any employee enrolled in the RRSP plan pursuant to Article 24:01, may elect to contribute their vacation entitlement into their RRSP through payroll remittance.

Vacation pay will be paid out on a separate cheque.

(b) UNPAID LEAVE FOR VACATION PURPOSES

An employee may request two weeks (2) vacation during the school year. Application, setting out the weeks requested, must be made to the Manager of Human Resources by June 30 (for September - January vacation) and by November 30 (for February to June vacation), unless there are extenuating circumstances. Seniority will be the determining factor in approving vacation. Members will be notified within 10 days on the approval of vacation. Subject to employer's right to maintain a sufficient qualified work force, approval of such requests shall not be unreasonably withheld. Such vacation leave shall be without pay.

No more than four employees shall be approved to be off at the same time. Requests must be for a two-week period or two periods of one week each.

## **ARTICLE 23 - LONG SERVICE PAY**

23:01 The Board agrees to provide Long Service Pay to all employees hired September 1, 1999 or earlier. Such employees shall be paid as follows:

After five (5) years continuous service on or before December 1<sup>st</sup> of each year payable at sixty dollars (\$60.00) every year on the pay day closest to the fifteenth of December.

After ten (10) years continuous service on or before December 1<sup>st</sup> of each year payable at one hundred and twenty dollars (\$120.00) every year on the pay day closest to the fifteenth of December.

After fifteen (15) years continuous service on or before December 1<sup>st</sup> of each year payable at one hundred and eighty dollars (\$180.00) every year on the pay day closest to the fifteenth of December.

After twenty (20) years continuous service on or before December 1<sup>st</sup> of each year payable at two hundred and forty dollars (\$240.00) every year on the pay day closest to the fifteenth of December.

After twenty-five (25) years continuous service on or before December 1<sup>st</sup> of each year payable at three hundred dollars (\$300.00) every year on the pay day closest to the fifteenth of December.

#### **ARTICLE 24 – SICK LEAVE AND RETIREMENT GRATUITY**

24:01 Sick Leave means the period of time an employee is absent from work on an approved leave of absence by virtue of being sick or disabled.

- (a) Temporary employees from the hiring pool who work at least four continuous months in an assignment shall earn .50 sick days for each month worked in a year to a maximum of two (2) days per year. Part-time assignments shall be pro-rated. Sick days shall not accumulate from year to year.
- (b) Employees will be allowed twenty (20) days sick leave with pay in each work year with a maximum accumulation of one hundred and twenty (120) days retroactive to September 1, 1999. Future entitlements to be credited on the first day of the work year (work year for the purpose of this plan is September 1<sup>st</sup> to June 30<sup>th</sup>.)

For former County employees – their current accumulated sick leave bank is carried over. For former City Employees – the unused sick leave days as of date of ratification shall be deposited in their sick leave bank prior to (a) being applied.

- (c) Effective September 1, 1999 the Board shall invest \$100.00 plus 0.5 of 1% of the employee's annual earnings (based on the previous 12 months earnings) into a Registered Retirement Savings Plan (RRSP Plan). Each year thereafter, the Board shall invest 0.5 of 1% of the employee's annual earnings into the RRSP Plan.

The annual investments shall be remitted to the fund manager on or before January 31<sup>st</sup> in each year for the prior year, based on the employee's prior year's earnings.

The funds contributed shall form a trust for the benefit of the participating employee(s) and shall not be withdrawn or paid out until the employee leaves the employment of the Board.

The fund shall be managed by a mutually acceptable professional fund manager and/or by an accredited firm.

Any employee enrolled in the RRSP plan may make additional contributions through payroll deductions.

The Board and the Union make no warranties, representations or guarantees of the rate of return on the investment.

- 24:02 (a) An employee may be required to produce a certificate from a qualified medical practitioner for any illness, or injury, certifying that the employee was absent from work as a result of an illness or injury causing the employee to be incapable of carrying out his/her duties.

In the event the employer requires a medical certificate for an absence which is less than, three (3) days, the Employer shall reimburse the employee for fee charged for such certificate, up to a maximum of \$35.00 upon provision of a receipt.

- (b) The Board may, at its expense, require an employee to be examined by a qualified medical practitioner. A panel of no more than three (3) qualified medical practitioners shall be established as mutually agreed by the Parties. The employee may attend the physician of his/her choice from the list.
- 24:03 It will be the responsibility of the employee, who is absent due to illness or injury beyond twenty (20) consecutive days, to maintain regular contact with the Board.
- 24:04 Wages or salary for time lost due to Compulsory Quarantine shall be paid to employees when certified by a medical officer and shall not be charged to sick leave, unless the employee is quarantined because he/she has contracted the disease or illness.

## **ARTICLE 25 – HEALTH AND WELFARE**

25:01 The Board agrees to pay the premiums, single or family, as applicable to each employee for the following plans, subject to the terms and conditions contained in the respective policy contracts issued to the Board.

- (a) Employer Health Tax – 100% Board paid.
- (b) Green Shield Prescription Plan 9 (to include Diabetic Benefits) – subject to a \$1.00 co-pay per prescription – 95% Board paid.
- (c) Green Shield Semi-Private Hospital Plan and Extended Health (including out of province) – 95% Board paid.
- (d) Group Life Insurance and Accident Death and Dismemberment Plan for \$40,000 plus option to buy extra insurance up to a maximum of \$200,000 at employees expense and \$12,000 after retirement at age 65 (including present retirees) – 95% Board paid.
- (e) Green Shield Basic Dental Prevention with 9 month recall (100% reimbursement) and maintenance Restorative – (80% fee coverage - \$1,000.00 per person per year) – Orthodontic – (50% fee coverage - \$1,500.00 per person per life) – Current ODA Fee Structure – 95% Board Paid.
- (f) Green Shield Optical Plan - \$300/24 months – 95% Board paid. Eye exam coverage to a maximum of \$65.00 every 24 months.
- (g) There will be a coordination of all benefits.

The Board agrees to maintain the payment of premiums for the aforementioned plans for a period of two (2) years from the date of an employee's first absence on account of illness or injury or the length of the employee's seniority if less than two years. Following such period with a minimum of one month's prior notice the employee may have the option of maintaining the payments of such premiums through the group coverage providing such option is available from the insurer.

The Board reserves the right to change the insurance carrier providing coverage under paragraphs (b), (c), (d), (e), and (f) above, provided notice is given to the Union of intention to change the carrier and provided the same benefit coverage is maintained.

25:02 (a) The Board agrees to pay one-half (1/2) coverage under the Pension Plan of the Ontario Municipal Employees Retirement System.

Part-time employees shall have the option of participating in OMERS provided they meet the minimum qualifications (i.e. fulfilling the two (2) year qualifying period) as set out in the Pension Reform Act for participation in OMERS.

- (b) Teachers' Pension Plan: This benefit is limited to employees who are members of the Teacher's Pension Plan.
- 25:03 (a) The Board further agrees to provide for employees within the Bargaining Unit, a Long Term Disability Plan providing a benefit of sixty percent (60%) of monthly earnings (maximum of \$3,000) for sickness or accident to age 65. Benefits to commence after a waiting period of four months (120 days) and to be integrated with employee Canada Pension Plan disability benefits and benefits from Workplace Safety and Insurance Premiums – Paid ninety-five percent (95%) by the Board. An employee receiving Long Term Disability benefit shall be entitled to supplement such benefit by requesting in writing an additional one day of sick leave pay per week provided such employee has sick leave credits accumulated to his/her credit.
- (b) The Board will assist the employee and the Union with the appeal process on their LTD claim.
- 25:04 The Board agrees to pay ninety-five (95%) of the premiums of the Optical Plan, the Prescription Drug Plan, Extended Health and Semi-Private Plan and Basic Preventative and Maintenance Dental (with denture repair, re-alignment, and re-basing) – coverage upon an OMERS or TPP retirement, and up to age 65 of the retired employee, provided such employee so desires such coverage. This coverage will also be provided to any employee who retires at sixty (60) years of age without an OMERS or TPP Pension who has at least twenty (20) years of service with the Board.
- 25:05 The Board will pay seventy-five percent (75%) of the cost of survivor benefits (Retiree Plan exclusive of Life and AD&D and Long Term Disability) to all families of active and retired employees who have a minimum of ten (10) years' service at date of death. If an employee's death is caused accidentally while working, they will not be subject to the minimum service requirement.
- This coverage will be until the survivor remarries or until the survivor is entitled to benefits through their own employer. In any case the coverage would be limited to a maximum of five (5) years.
- 25:06 The premiums to be paid by the Board under Article 25:01 (b) shall be pro-rated for those employees who work less than twenty-four (24) hours per week in accordance with the number of hours actually worked divided by twenty-four (24).
- 25:07 The Board shall continue to pay benefits during period(s) of lay-off up to two (2) months.
- 25:08 Benefits for new employees shall commence the first day of the month following the month of hire.
- 25:09 The Employer shall keep the Union informed of the specifics of benefits coverage being provided. Notification of changes of coverage shall be sent to the Union within ten (10) calendar days after the change occurs.

**ARTICLE 26 – LEAVE OF ABSENCE**

- 26:01 (a) Unless otherwise stated in this Collective Agreement, all leaves of absence shall be without pay.
- (b) Except as provided in this Article, whenever an employee applies for leave of absence, the application shall be in writing. Any such leave of absence granted by the Employer shall be in writing and shall state whether it is with or without pay and shall state the purpose of the leave and the terms, if any, on which it is granted, provided that the Employer may grant casual time off to an employee without the necessity of writing. Leaves of absence may not be granted in order that employees can take employment elsewhere unless by mutual agreement. Leaves of absence shall not exceed two (2) consecutive years.
- (c) If the leave of absence is without employer paid benefits the employee may request permission to prepay the benefit premiums in full or on a quarterly basis. Such permission shall not be unreasonably withheld.
- (d) An employee who returns from a leave of absence after the March Break, may be assigned to a different location for the balance of the school year.
- 26:02 The Employer may grant leave of absence with or without pay at its sole discretion unless the Collective Agreement states that leaves are with pay.
- 26:03 An employee will be entitled to leave of absence with pay for the purpose of writing examinations when examinations are written during working hours involving courses of instruction provided any such course has previously been approved and recognized by the Employer for the purpose of improving his/her qualifications in the Employer's service.
- 26:04 An employee who is summoned to serve as juror or is required by subpoena to appear in Court as a witness will be paid his/her regular pay for the time he/she is required to be in Court, provided the employee presents to the Employer the process which required his/her presence in Court and pays over to the Employer the amount received by him/her as such juror or witness.
- 26:05 In the event of a death in an employee's family, he/she shall be entitled to the following bereavement leave with pay provided the employee attends or makes the arrangement for the funeral:
- (a) spouse, child, child under legal guardianship, parent, parent-in-law sibling, grandchild, five (5) working days
- (b) daughter-in-law, son-in-law, grandparent, three (3) working days
- (c) Aunt, uncle, niece, nephew, brother/sister-in-law, one (1) working day
- (d) In the event an employee is required as a pallbearer, and where there is no bereavement leave provision provided for above, one (1) working day will be granted on notification to Management. Such employee will be required to provide proof of such attendance when requested by Management.
- (e) Where an employee is a proven Executor of the will in Canada, one (1) additional working day after the funeral will be granted.
- (f) If extra traveling time is required, employees shall make prior application to the Employer for an extension of this allotment. Each request is to be considered on its merit.
- (g) Any other request for absence will be granted at the discretion of the Employer.
- (h) Time for the attendance at a funeral of an employee shall be granted by the employer for one representative selected by the Union.

- (i) Time for the attendance at a funeral of a student shall be granted by the Employer for one representative selected by the Union.

26:06 (a) Pregnancy Leave

Pregnancy Leave of 17 weeks shall be in accordance with statute. Upon receipt of a certificate from a legally qualified physician stating that the employee named therein is pregnant and specifying the approximate date of delivery, pregnancy leave shall be granted, which may include parental leave. In addition, the employee will notify the Employer of her expected return date. If the date of return changes, the employee shall give the Employer a minimum of two (2) weeks notice of the new date of return.

- i. The employee is required to provide two (2) weeks written notice for pregnancy leave commencement.
- ii. Any employee who has requested a pregnancy leave in writing which has been approved may waive such notice of request for leave in the event of pregnancy complications or premature birth.
- iii. The Board shall continue to pay the premiums at the base rate of all employees' Group Insurance Plans as per Article 21:01 up to seventeen (17) weeks for all employees who take a pregnancy leave.
- iv. Full seniority shall continue to accumulate during pregnancy leave.
- v. It shall be noted that any employee who has taken pregnancy leave and wants to take parental leave must commence parental leave upon completion of the pregnancy leave. The employee will give at least two (2) weeks written notice prior to commencement of parental leave.
- vi. Upon the employee's request, the employer will attempt to accommodate employees whose assignments are considered "at risk" for the pregnant employee or the baby.

(b) Parental Leave

- i. If requested by the employee in writing, the Board will grant a parental leave not to exceed one (1) year. Should the employee request additional parental leave the Board may, but is not obligated to, grant such an additional leave. Such request for additional parental leave shall not be unreasonably denied. Parental leave is available to a person who is defined as a parent in accordance with the Employment Standards Act, R.S.O. 1980 as may be amended from time to time.
- ii. The Board shall continue to pay premiums of all Employee's Group Insurance Plans (as per Article 25:01) for thirty-five (35) weeks.
- iii. An employee who has given notice to end parental leave may change the notice to an earlier date if the employee gives the Employer at least two (2) weeks written notice before the earlier date; or to a later date if the employee gives the Employer at least two (2) weeks written notice before the date the leave was to end.
- iv. Full seniority shall continue to accumulate during parental leave.
- v. An employee has the option of taking his/her parental leave concurrently with his/her spouse's pregnancy/parental leave or sequentially.
- vi. It is understood that such additional extended leave shall go to the end of the school term and the employee shall be entitled to return to work at the commencement of the new school term.
- vii. A male employee shall be granted paternity leave with pay for a period of up to three (3) days for the birth or adoption of his child.

viii Absence not to exceed three (3) days due to doctor certified miscarriage shall be considered a paid leave and shall not be deducted from sick days.

(c) Adoption Leave

- i. Where an employee officially adopts a child, leave of absence shall be granted to either parent under the same terms and conditions as outlined for parental leave. The employee shall notify the Board as to when the adoption is expected to take place.
- ii. If an employee adopts a child and the adoption agency requires, as a condition of the placement of the adoptive child, that the adoptive parent take a leave of absence of up to six (6) months to be at home with the child, the Board shall pay the premiums, as set out in Article 25:01 of the Collective Agreement, for the duration of such leave.

(d) Return from Pregnancy/Parental/Adoptive Leave

Where the employee has been granted Pregnancy/Parental/Adoptive leave, the employee shall return to the same or comparable position, unless otherwise mutually agreed.

26:07 Compassionate Leave

- (a) Compassionate leave, with pay and without loss of sick leave credits, shall be granted by the Director of Education for the following reasons:
  - i. critical illness of an immediate family member,
  - ii. OHIP covered surgery for a child or spouse
- (b) The Director may grant leave, with pay and without loss of sick leave credits, on compassionate grounds for reasons other than those stated above. In all cases, the number of days shall be at the discretion of the Director.

26:08 An employee who intends to return to work following an absence in excess of thirty (30) calendar days, shall when possible, provide ten (10) days written notice to the Employer indicating their intentions.

- 26:09
- (a) An employee shall be entitled to apply for one personal paid leave day per school year for reasons satisfactory to his/her supervisor. Consent to such leave shall not be unreasonably withheld.
  - (b) Personal day must be taken as a full day
  - (c) Part-time employees shall be entitled to one-half day per school year.
  - (d) A maximum of fifteen (15) employees will be granted a personal paid leave day on the same day. Approval will be granted in order of receipt of requests.

**ARTICLE 27 – UNION RELEASE TIME**

- 27:01
- (a) An employee who is elected or selected for a full-time position with the Union or any organization with which the Union is affiliated or is elected to public office will be granted leave of absence without pay and without the other benefits provided by the Agreement for a period of up to one (1) year, with no loss of seniority. Such leave may be extended during his/her term in such position of office, provided application is made to the Employer in writing prior to the expiry of the leave.
  - (b) When an employee is on leave of absence under this Article he/she may make direct payments through the Employer to continue his/her insurance benefits under Article 25:01, unless restricted by the insurer, except that the employee will prepay the premium in full without any contribution by the Employer.

- 27:02 (a) If requested by the Bargaining Unit, the Board shall grant leave of absence from work to one (1) Union Officer (for both CUPE 1358.1 and 1358.2) who shall be entitled to up to a full-time leave to fulfill the responsibility of the office.
- (b) The Board shall continue to pay the wages of such Union Officer notwithstanding the leave. The Board agrees to pay its usual share of the premium costs of the employee's benefits, notwithstanding the leave. In addition, the Board shall pay a maximum of one quarter of one full time employee salary and the Board's share of benefits. All additional costs shall be paid by the Union. The Board will bill the Union monthly.
- (c) The Union Officer shall not lose sick leave credits or seniority on account of the leave.
- (d) Upon completion of his/her term the employee shall return to his/her former position if it exists or a comparable position to the one previously held.
- 27:03 Union business shall be considered good cause for leave of absence and an employee elected, selected or appointed to attend Union conventions, seminars, or education classes or other Union Business shall be granted leave of absence. Such leave of absence shall be without pay and without loss of seniority and shall not be granted to more than two (2) employees at any work location, at one time. Such leave shall not exceed a total of eighty (80) working days in any one (1) calendar year, (to be shared by CUPE 1358.1 and 1358.2 units) and includes the WSIB representative.

#### **ARTICLE 28 – COMPENSATION CASES**

- 28:01 (a) It is agreed that when an employee is injured during the performance of his/her duties and is unable to perform such duties and has applied for WSIB benefits, the employee will be placed on sick leave until such time as approval of the Workplace Safety and Insurance claim is rendered.
- During this period, the employee will be receiving the WSIB legislated amount of 85% plus an additional fifteen percent (15%) granted by the Board to equal one hundred percent (100%) of the net pay, provided the employee has sick leave days in his/her credit. Upon Workplace Safety and Insurance Board approval, the employee's sick leave reserve shall be adjusted in accordance with the Workplace Safety and Insurance award and the employee will continue to receive payments in accordance with the award plus the additional fifteen per cent (15%) granted by Board.
- If the Workplace Safety and Insurance claim is rejected, the employee will be placed on sick leave provided the employee has sick leave days to his/her credit and his/her salary will be adjusted accordingly retroactive to the first day of the absence.
- (b) Employees who receive payments under (a) and who are drawing sick leave will be entitled to the Board's contribution to benefits.

#### **ARTICLE 29 – WINDSOR-ESSEX EDUCATIONAL CREDIT UNION**

- 29:01 The payroll facilities will be made available to the employees for the purpose of payroll deduction to be forwarded to the Windsor-Essex Educational Workers Credit Union to make a savings deposit or a payment on a loan. A form shall be filled out by the employee stating the amount to be deducted from each pay and, in turn, once a month, all said payments of the previous month will be forwarded to the



Windsor-Essex Educational Workers Credit Union with a listing of amounts to be credited to each employee.

### **ARTICLE 30 – WORKLOADS AND CONDITIONS**

- 30:01 Mileage rates paid to employee's using their own automobiles on authorized Employer's business shall be paid as per Employer's policy regarding rate per mile. Employees working in more than one (1) school will be paid mileage at a rate as set by Board policy for traveling between schools or between schools and Central Office.
- 30:02 (a) Except in emergency situations Educational Assistants shall not be required to supervise student(s) in the absence of a teacher save and except situations of co-op placement, toileting, physio and occupational therapy routines and other regular duties of the Educational Assistant.
- (b) A fair and equitable assignment of supervisory duties during the student lunch period will be made. In any event, an individual Educational Assistant shall not be required to supervise outside the school building for more than twenty (20) continuous minutes during the student lunch period.
- (c) A fair and equitable rotating schedule of supervisory duties shall be implemented during recess.
- 30:03 The Employer will provide photo identification badges for all employees covered by this Agreement. Such badges must be worn by employees on all field trips and at such other times as directed by the principal or vice-principal.
- 30:04 The Employer shall supply each employee with a smock, upon request to the Human Resource Assistant, which will remain the property of the Board.
- 30:05 No Educational Assistant shall be required to administer or perform any controlled medical procedure.
- 30:06 Educational Assistants are not required to accompany a student(s) on a field trip or excursion which will extend beyond the normal working hours.
- The Employer will reimburse reasonable out-of-pocket expenses such as childcare costs, meals, admission fees and transportation expenses provided the following procedure is followed:
- i. prior to the excursion, submit to the Superintendent of Special Services a brief estimate of expected costs, signed by the appropriate principal.
  - ii. after the excursion submit to the Superintendent of Special Services an account for actual out-of-pocket expenses, signed by the appropriate principal.

### **ARTICLE 31 – HEALTH AND SAFETY**

- 31:01 (a) Each work site shall be properly equipped in order that the employees may do their job efficiently and safely.
- (b) Disposable gloves and masks as recommended by the Health Unit shall be provided in each work site.

- 31:02 The Board will provide to the Union all monthly incident reports and a summary of all incidents/accident reports affecting employees.

### **ARTICLE 32 – JOB SECURITY**

- 32:01 Should the student with whom the Sign Language Interpreter or Educational Intervenor (Local 1358.2) works be absent from school for a period longer than two (2) days, he/she may be assigned other duties providing such duties are not those which could be performed by a member of another bargaining unit who is on lay-off and would not cause a lay-off.
- 32:02 (a) While the Union agrees that from time to time persons excluded from the Bargaining Unit may perform duties normally performed by Bargaining Unit Employees, no person excluded from the Bargaining Unit will perform any duties of the Bargaining Unit Employees on a regular basis except on written agreement between the parties.
- (b) Nothing contained in this clause shall derogate from any rights the Employer may have pursuant to any other provision in this agreement.
- (c) 32:02 (a) is not intended to restrict other employees of the Board from carrying out the ordinary duties they now perform in the course of their work.
- (d) The Board will not engage volunteers as a means of avoiding the hiring of additional personnel where workloads would justify additional personnel or displacing current bargaining unit positions.
- (e) The parties recognize the desirability of providing opportunities for co-op students, peer helpers and for field placements, for E.C.E., D.S.W., E. A. and C.Y.W. students as an important part of their education. Consistent with this understanding it is agreed that all such placements will be only to further their education and not replace the educational assistant. The Board shall advise the Union of such placements.
- (f) The parties also recognize that other service agencies may be required to assist an Educational Assistant during the transition of students into the school. Such outside assistance shall not be prolonged beyond the time that is necessary to meet the needs of the student which is normally no longer than twenty (20) working days.

### **ARTICLE 33 – GENERAL**

- 33:01 (a) When an employee is specifically required by the Employer to undertake any course of instruction or attend any seminar or conference, reimbursement for traveling and out-of-pocket expenses shall be paid by the Employer, in accordance with the policy set by the Employer from time to time.
- (b) The Board may designate, at the discretion of the Superintendent, specific employees to participate in Board sponsored professional development that may be specific to the student or school that they are serving. In making the designation the Superintendent will consider requests from Educational Assistants who have expressed, in writing, a desire to enhance their knowledge through professional development.
- 33:02 With the prior permission of the employer, the Union may hold meetings on the employer's property subject to the Employer's policy on the use of school facilities.
- 33:03 Except with the prior approval of the Union, the employer will not enter into any private agreement with any employee in the bargaining unit, the terms of which are contrary to any term of this agreement.

- 33:04 The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his/her rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing.
- 33:05 The Union shall have the right to post matters of interest to Union Members on a designated bulletin board in each work site. Posting of all notices or other matters of interest to Union Members shall have the prior approval of the Director or person designated by him/her for that purpose.
- 33:06 Where the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.
- 33:07 Employees are responsible for advising the Employer in writing of any changes of address. The Employer shall copy such notification to the Union unless the employee requests such information be withheld.
- 33:08 Provided there is vacant space available, the Union will be provided an office on the Board's premises for the use of the CUPE bargaining units. The office shall be equipped with a desk, chairs, file cabinet and a telephone. Telephone charges shall be the responsibility of the Union, which shall reimburse the Board for same within thirty (30) days of billing.
- 33:09 A copy of the current job description for a bargaining unit position shall be made available to the Union.
- When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Board notifies the Local Union.

#### **ARTICLE 34 - TERM OF AGREEMENT**

- 34:01 This Agreement shall commence on the 1<sup>st</sup> day of September 2008 and end on the 31<sup>st</sup> day of August 2012 and shall continue thereafter from year to year, unless either party gives notice to the other in writing not less than thirty (30) or not more than ninety (90) days prior to the expiry date herein, of the party's intention to terminate or to negotiate revisions to this Agreement.

**SCHEDULE "A"**

Effective January 1, 2009, Increase of 3%  
 Effective January 1, 2010 Increase of 3%  
 Effective January 1, 2011 Increase of 3%  
 Effective January 1, 2012 Increase of 3%

Rate at December 31, 2008	\$24.01 per hour \$21.57 per hour (probationary employees)
3% Increase Effective January 1, 2009	\$24.73 per hour \$22.22 per hour (probationary employees)
3% Increase Effective January 1, 2010	\$25.47 per hour \$22.88 per hour (probationary employees)
3% Increase Effective January 1, 2011	\$26.24 per hour \$23.57 per hour (probationary employees)
3% Increase Effective January 1, 2012	\$27.02 per hour \$24.28 per hour (probationary employees)

**LETTER OF UNDERSTANDING - Modified Work Program**

The Board and Union agree to support the principle of prompt rehabilitation and return to work of an employee who sustains an injury arising out of and in the course of employment (within the meaning of WSIB Act) that are eligible for WSIB benefits or injury sustained outside the workplace or for reasons of long term illness. Consequently, the following Modified Work Program will apply:

- i. Where there is a reasonable possibility that the person may be able to return to work on modified duties, a Physical Demands Analysis will be completed for the injured worker's job (unless it has been done for another case) and forwarded to the treating physician(s) along with a request to consider the worker as a candidate for modified work.
- ii. Upon a positive reply from the treating physician(s), a Modified Work Plan (MWP) will be developed by the injured worker's supervisor in consultation with the worker, Union Representatives, and other qualified personnel as necessary. The MWP will indicate the applicable restrictions and the expected length of rehabilitation. The MWP will be signed by the injured worker, his/her supervisor, and the Union Representative.
- iii. If, during the course of rehabilitation, the worker is experiencing increased discomfort, the MWP will be adjusted or discontinued so as not to harm the worker.
- iv. It is understood that a Representative of the Union will accompany the worker at any meetings.
- v. The MWP will continue until the worker returns to full duties or is no longer making progress toward returning to full duties, whichever comes first.
- vi. The injured worker will receive full wages and benefits while in the Program.

**LETTER OF UNDERSTANDING - Professional Development Allocation**

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in 2008-09 and/or 2009-10. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

**LETTER OF UNDERSTANDING - Staffing Funding Enhancement for 2011-12**

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

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

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

Increase the number of hours worked by Education Assistants up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement.

The use of incremental hours of Educational Assistants must include scheduled supervision of students or after-school homework support. Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this collective agreement.

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

**LETTER OF UNDERSTANDING - Enhancements Arising from Other Educational Support Workers PDT Agreements**

The Government has made a commitment that School Boards and Local Unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and the Canadian Union of Public Employees have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

**LETTER OF UNDERSTANDING - Re: Benefits after age 65**

The current practice will continue for the life of the collective agreement. To the extent permitted by the carrier, benefits will continue after age 65 provided the employee maintains his/her status as an active employee.

**LETTER OF UNDERSTANDING - Supervision**

Whereas the Union recognizes that the Board has obligations to ensure that students in its care are adequately supervised.

And whereas the Union is a signatory to the Provincial Discussion Table (PDT) Agreement for Education Support Workers, which requires that some of the use of incremental hours for Educational Assistants must include scheduled supervision of students.

The Board therefore agrees, for the term of this collective agreement, as follows:

1. The Board agrees to increase the normal work hours for full-time Educational Assistants (EA's) by .50 of one hour per week on January 1, 2009, and by a further .50 of one hour per week on September 1, 2009.
2. EA's shall not be assigned supervision of general population students during morning or afternoon recesses.
3. EA's shall continue to provide twenty (20) minutes per day supervision of general population students during the student lunch.
4. Recognizing the operational needs of the school and in order to meet student needs, Principals may schedule EA's to assist in the safe arrival and dismissal of the general population of students; if an EA is assigned such duty in a morning the EA shall not be assigned that duty in the afternoon of the same day, and vice-versa.

Scheduling will be done by the Principal to avoid conflict in the EA's responsibilities.

A protocol will be established at individual school sites to facilitate communication between EA's and Academic Staff during general population supervision.

5. For the period January 1, 2009 to August 31, 2012, EA supervision of the general student population will be limited to 175 minutes per week.
6. In a short work week the additional 75 minutes per week shall be pro-rated.

**LETTER OF UNDERSTANDING - Benefits Committee**

In accordance with the PDT Agreement, all current group benefits coverage levels, provisions and practices, shall remain status quo for the 2008-2012 collective agreement, subject to any enhancement as a result of application of the bargaining unit's share of the discretionary funds provided under the PDT.

The parties shall meet by January 15, 2010, and the Union will identify the manner in which the bargaining unit wishes to utilize said monies for the purpose of benefit enhancements effective September 1, 2010. The Board shall share the financial analysis and calculations of this allocation with the bargaining unit.

The Union shall have discussions and inform the Board of the benefit improvements that shall take effect September 1, 2010 on a go forward basis, as per the Provincial Discussion Table Agreement May 27, 2008. It is understood that the Board's share or costs for said enhancements will not exceed the governments funding levels provided to the Board in September 2010 for this purpose.

The Board will provide all documents in regard to 1358.1 and 1358.2 benefits. (i.e.: cost, current cost, etc.)

**LETTER OF UNDERSTANDING - Base Line Staffing**

The parties agree that the baseline staffing under the PDT Agreement is based on 249.50 FTE positions as reported in the Board's October 31, 2008 report to the Ministry.

**LETTER OF UNDERSTANDING - Contracting In/Out**

The parties confirm that as of September 1, 2008 there is no CUPE 1358.1 bargaining unit work being contracted out by the Board, furthermore, the Board is committed to open communication and a transparent process in regard to the contracting out of work that would be considered bargaining unit work.



**LETTER OF UNDERSTANDING - Joint Professional Development Committee**

The Windsor-Essex Catholic School Board and CUPE 1358.1 have agreed to a philosophy, which encourages professional development for all members. An ad hoc professional development committee with representation from management and CUPE 1358.1 shall be established. CUPE 1358.1 is recognized as an equal participant in the professional development committee.

In accordance with the Provincial Discussion Table Agreement (PDT) the parties agree to allocate monies provided during the 2008-2009 and or 2009-2010 school year for professional development and training opportunities for all bargaining unit members. The enhancements for professional development and training for education support workers in the GSN shall be the ratio between CUPE 1358.1 FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 financial statements. The Board shall share the financial analysis and calculations of this allocation with CUPE 1358.1.

It is agreed that this professional development committee will meet within 30 days of ratification to review professional development issues and make decision for upcoming professional development opportunities for members during the 2008-2009 and/or 2009-2010 school year.

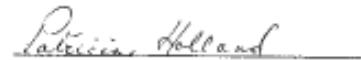
If there is no consensus at the committee level it will go to senior management for final decision.

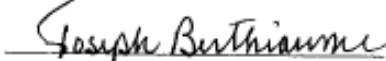
IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed by their duly authorized representative this 13<sup>th</sup> day of November 2008

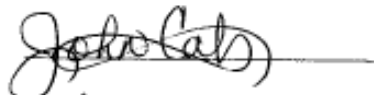
THE WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES

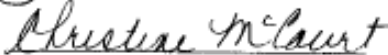




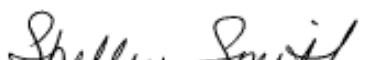






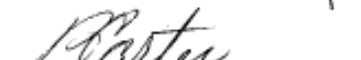












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