

DRAFT

COLLECTIVE AGREEMENT

BETWEEN

ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD

AND

CUPE LOCAL 4168

JANUARY 1, 2003 TO DECEMBER 31, 2005

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Article 1 Preamble

Whereas it is the desire of the Parties to establish and maintain a co-operative and harmonious working relationship between the Board and the members of CUPE Bargaining Unit in order to provide the highest quality of service by recognizing the mutual value of joint discussions and negotiations in all matters pertaining to the terms and conditions of employment which encourages efficiency in operations and promotes the well-being of all parties.

Therefore the parties agree as follows:

Article 2 Definitions

Actively Employed – An Employee who reports to the Board for work or any other such location as may be required by the Board, on vacation or on an approved paid leave of absence

Board – means the St. Clair Catholic District School Board.

Board Sanctioned Business – Authorized Board approved business which involves management participation

Business Day - Monday through Friday, excluding Saturday, Sunday and holidays

Date of Hire – First day worked either as a Permanent Full-Time Employee or Permanent Part-Time Employee or as a Temporary Employee or a Casual Employee in accordance with Article 14.08 or predecessor plans.

Employee – means a person covered by this collective agreement employed by the St. Clair Catholic District School Board and who has completed their probationary period.

Casual Employee – a person who is hired by the Board on an occasional basis to supplement existing Employees for special projects or during periods of heavy workload not to exceed 120 working days.

Permanent Full-Time Employee – A person hired by the Board to be employed on a continual basis to work no less than 30 hours per week

Permanent Part-Time Employee – A person hired by the Board to be employed on a continual basis to work less than 30 hours per week

Temporary Employee – means a person hired for a position/project that has a specific start and end date

Seniority Date – means the first day worked on a permanent full-time or permanent part-time position upon completion of the probationary period as outlined in Article 14.02. Also, in the case of a Temporary or Casual Employee Seniority Date will be in accordance with Article 14.08 or predecessor plans.

Union – Canadian Union of Public Employees, Local 4168

Vacancy – means a position that is declared vacant by reason of the establishment of a new position within the Union, an Employee’s retirement, resignation, termination, death or any leave of absence greater than twenty (24) months

Temporary Vacancy – Any positions available as a result of any leave of absence for a period of less than twenty (24) months.

Vacation Service Date – means the first day worked on a permanent full-time or permanent part-time position.

Article 3 **Management Rights**

3.01 The right to manage the school system and direct Employees is exclusively vested in the Board, subject only to the Statutes and Regulations of the province of Ontario and the qualifications and limitations set out in this collective agreement. All rights not expressly granted to the Bargaining Unit or its members through this collective agreement remain exclusively vested in the Board.

3.02 Without limiting the foregoing, the Management Rights of the Board include, but are not limited to, the right to:

- determine complement, hire, transfer, layoff and recall Employees;
- retire Employees in accordance with Board policy;
- direct, discipline, demote or discharge probationary and permanent Employees for just cause;
- direct, discipline, demote or discharge Temporary and Casual Employees at the sole discretion of the Board;
- classify, evaluate, or promote Employees;
- determine job content, standards of performance and qualifications;
- determine shut down periods;
- establish policies and procedures to be followed by Employees;
- evaluate its operations;
- determine the hourly and daily schedule of work, the assignment of work, the allocation of work hours, the methods of work and the equipment and materials to be used.

The Board agrees that it shall neither exercise its management rights nor administer this Agreement in bad faith. The Board’s rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any Employee of his/her employment, except through just cause.

3.03 The exercise or non-exercise of any rights hereby retained by either party shall not be deemed to waive such right or the rights to exercise in some other way in the future.

Article 4 Recognition

4.01 The Board recognizes the Canadian Union of Public Employees as the sole Bargaining Agent for all Employees of the St. Clair Catholic District School Board, save and except supervisors, persons above the rank of supervisor, principals, vice-principals, human resource staff acting in a confidential capacity as relates to labour relations, help desk website administrator, lunch hour supervisors, chaplains, executive and administrative assistants, executive secretaries, secretaries to the department managers, business officers, security guards, teachers and occasional teachers as defined under the Education Quality Improvement Act, 1997 and professional student services personnel.

For the purpose of clarity, business officers include financial officers, assessment officers, purchasing officers, systems officers, maintenance officers or such other equivalent positions.

Article 5 Right of Fair Representation

5.01 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees and the Board shall have the right at any time to have the assistance of outside representatives during all dealings or negotiations.

Article 6 Union Security

6.01 All current Employees will be members of the Union. All new Employees shall become Union members as of their first day of employment.

The Board and the Union each agree that there will be no intimidation, interference, restraint or coercion exercised or practiced by either Party or their representatives or members, because of an Employee's activity or non-activity in the Union.

6.02 No Employee shall be required or permitted to make a written or verbal agreement with the Board or his/her representatives which may conflict with the terms of this Agreement. In respect of Employees covered by this Agreement, the Board shall not recognize during the current life of this Agreement any other bargaining agent in respect of any matters herein dealt with.

Article 7 Check-off Union Dues

7.01 The Board agrees to deduct from every Employee, any dues, fees or assessments levied in accordance with the Union. Where the deduction amount is required to change, the Board will be given at least forty (40) calendar days notice.

7.02 Deductions shall be made from each pay and a summary of the deductions shall be forwarded to the Secretary-Treasurer of the Union within ten (10) calendar days following the end of the month in which deductions are taken. The summary also includes all Employees' names from whose wages the deduction has been made and part or full time status of each Employee. The summary will also show the Bargaining Unit gross regular wages.

- 7.03 At the same time Income Tax (T-4) slips are made-available, the Board shall type on the amount of Union dues paid by each Union member in the previous year.
- 7.04 The Union shall indemnify and save the Board harmless for any claims, suits, judgments, attachments and from other forms of liability as a result of the Board making any deductions in accordance with the foregoing, and the Union will make refunds directly to all Employees from whom a wrongful deduction was made.

Article 8 **The Board Shall Acquaint New Employees**

- 8.01 The Board agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Article 6 and 7 dealing with Union Security and Dues Check-off. New Employees shall be presented with a copy of the Agreement by the Board on commencement of employment and a list of the Union Executive and Stewards as provided by the Union.

Article 9 **Correspondence**

- 9.01 All correspondence between the parties arising out of the interpretation and application of this agreement, or incidental thereto, shall pass to and from the Manager of Human Resources and/or designate and the Recording Secretary of the Union.
- 9.02 Any reports or recommendations about to be made to the Board dealing with matters of policy which affect Employees within this Bargaining Unit, shall be communicated by the Board to the Union to afford the Union an opportunity to provide input.
- 9.03 The Board agrees to supply the Union a copy of the minutes after each Board meeting and have the minutes available to all Employees on the Board's website in addition; the Board will supply the Union with updates and/or revisions to the Board policies and procedures.
- 9.04 It is further agreed that Board equipment such as phones, fax, copiers and computers will not be used to conduct Union business during the Employee's scheduled working hours.
- 9.05 The Board agrees to supply the Union by November 30 of each year, with a list of Bargaining Unit Members, including work site(s), and home address and telephone number. Upon ratification of this Agreement, the Board agrees to provide the Union with the list of Bargaining Unit Members, including work site(s) and home address and telephone number at a mutually agreeable time.
- 9.06 The Board agrees to provide bulletin board space for the posting of Union information in each work place that has Bargaining Unit Members.
- 9.07 With the approval of the Director of Education or designate, the Union may use Board facilities for conducting Union meetings. Such approval will not be unreasonably withheld.
- 9.08 The Board agrees that the Union may use the Board courier system for dissemination of Union

information.

- 9.09 The Board will provide the Union with a copy of all correspondence sent to the members. Such correspondence will include:
- a) Electronic Notification of hiring, severance of employment and rehiring
 - b) Letter of layoff
 - c) Electronic Notification of change of position due to job postings
 - d) Letters of discipline including suspension, discharge and reprimand
 - e) Letters of sick leave usage and accumulation

Article 10 Committees

10.01 The Union acknowledges that a Union member's first obligation is to the performance of his or her regular duties. No member of the Union will leave his or her regular duties to perform Union business without first obtaining permission of the Supervisor or designate (such permission shall not be unreasonably withheld), nor shall they absent themselves from their work for more time than is reasonably necessary. Union business carried out during normal working hours and off-site shall be recorded on the Board's absence reporting system. It is further agreed that the Union and its Employees will not engage in Union activities or hold meetings on Board premises during working hours unless for Board Sanctioned Business with a Board representative present.

10.02 Grievance Committee:

The Board will recognize two (2) members of this committee for the purposes set out in the grievance arbitration procedure of this agreement. Committee members and a grievor attending mutually arranged discipline and/or grievance meetings shall suffer no loss in pay or benefits for time spent in such meetings with the Board. The Union will advise the Board in writing of the Union nominees to this committee. There will be no compensation (i.e. overtime) if the meetings exceed normal regular scheduled working hours.

10.03 Negotiation Committee

A negotiating committee shall be appointed and consist of not more than six (6) representatives of the Board and not more than six (6) members of the Union as representatives of the Union, in addition to an outside consultant if desired for the purpose of negotiating a new collective agreement. The Union will advise the Board, in writing, of the Union nominees to the Negotiation committee, within thirty (30) Business Days of commencement of bargaining. Committee meetings held between the parties for the purpose of negotiating renewals to this collective agreement will be held after normal working hours unless otherwise mutually agreed to by the parties. Committee members will suffer no loss in pay or benefits for time spent during normal working hours in Board Sanctioned Business meetings up to and including conciliation. There will be no additional compensation (i.e. overtime) if the meetings exceed normal regular scheduled working hours.

10.04 Joint Liaison Committee

- (a) A Joint Liaison Committee distinct from the Negotiation Committee and the Grievance Committee shall be established for the purpose of an interchange of ideas and information on matters of interest and concern to the Parties with the exception of grievances.
- (b) The Joint Liaison Committee shall consist of up to three (3) members of the Local executive and any number of members of the Board. Additional members may be invited by mutual consent of the parties.
- (c) The Joint Liaison Committee shall meet bi-monthly September to June. Meetings may be added or cancelled by mutual agreement between the Parties.
- (d) Meeting agendas will be established by mutual agreement.
- (e) Employees attending Joint Liaison Committee meetings shall suffer no loss in pay or benefits for time spend in such meetings with the Board. There will be no additional compensation (i.e. overtime) if the meetings exceed normal regular scheduled working hours.

Article 11 **Grievance/Arbitration Procedure**

11.01 For the purpose of this Agreement, a grievance shall be defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable.

11.02 The time limits and requirements set out in both the grievance and arbitration procedures must be strictly followed except by the written agreement of both Parties to extend them.

11.03 Step One – Informal Step

The Employee concerned, plus his/her Steward, shall first seek to settle the dispute with the as early as possible within ten (10) scheduled work days of the Employee becoming aware of the incident, or ought reasonably to have become aware of circumstances giving rise to the incident.

11.04 Step Two

Failing a satisfactory settlement at Step One, within two (2) scheduled work days after the dispute has been submitted under Step One, the Employee concerned may, together with the Steward or designate, submit to the Manager of Human Resources or designate, a written statement of the particulars of the complaint and the redress sought, signed by the grievor and the Steward. A meeting will be held within ten (10) Business Days between the Manager of Human Resources or designate, and no more than two (2) of the following: Union President, Steward, Chief Steward, a member of the Grievance Committee. This meeting may include the grievor. The Manager of

Human Resources shall render a written decision within five (5) Business Days following the meeting.

11.05 Step Three

Failing a satisfactory settlement at Step Two, the Chief Steward or designate will, within two (2) Business Days after receiving the decision of the Manager of Human Resources, present the written grievance to the appropriate Superintendent or designate. A meeting will be held within ten (10) Business Days between the appropriate Superintendent or designate and representatives from the Union (inclusive of grievor). The appropriate Superintendent or designate, shall answer the grievance in writing within five (5) Business Days of the meeting.

11.06 If there is no response from the Board within the prescribed time limits, the grievance will proceed to the next step.

11.07 Notwithstanding a definition of days in this article, a grievance related to a suspension or discharge of an Employee shall be submitted at Step 3.

11.08 Upon mutual agreement of the Parties grievances of a similar nature may be combined as one and filed as a group grievance.

11.09 The Board and the Union acknowledge each other's right to present any policy grievance in writing, the alleged circumstances of which are originated through the interpretation, application, administration or alleged violation of this Agreement and shall originate at Step Three.

11.10 The Board shall supply the necessary facilities for the grievance meetings.

11.11 No Employee shall have any part of his/her wages lost or deducted should he/she have to appear on Union business with the Board as a result of the grievance procedures, as defined in this collective agreement. The appropriate Site Supervisor shall be notified directly by the Employee assisting with the grievance process, twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, in advance of the meeting.

11.12 The time lines that are fixed in this Agreement may be extended by mutual consent of the Parties and confirmed in writing with the Chief Steward or designate.

Arbitration Procedure

11.13 If a satisfactory resolution is not reached through the Grievance Procedure, the grieving party may notify the other party of its desire to submit the grievance to arbitration. The notice shall be in writing within twenty (20) Business Days of the response from the Chairperson of the Board and shall contain the name of the Union's appointee to an Arbitration Board. The Board shall within ten (10) Business Days inform the Union of the name of its appointee to the Arbitration Board. The two appointees shall appoint a third person who shall be the Chairperson. If the recipient of the notice fails to name an appointee or if the two appointees fail to appoint a Chairperson, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- 11.14 With the mutual consent of the Parties, a single arbitrator shall be appointed.
- 11.15 An arbitration Board or sole Arbitrator, as the case may be, shall not have jurisdiction to amend or add to any provisions of this Agreement, or to give any decision that is inconsistent with the terms and provisions of this Agreement.
- 11.16 The decision of, the sole Arbitrator or the majority of the Arbitration Board, as the case may be, shall be final and binding on both Parties.
- 11.17 Each of the Parties hereto shall bear the fee and expenses of its appointee to the Arbitration Board. Any fees or expenses of the Chairperson of the Arbitration Board or the sole Arbitrator, as the case may be, will be paid equally by the Parties.
- 11.18 The time lines that are fixed in this Agreement may be extended by mutual consent of the Parties and confirmed in writing with the Chief Steward or designate.

Article 12 **Progressive Discipline and Discharge**

- 12.01 The record of any Employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action.
- 12.02 Upon mutual agreement between the Board and the Union, this period may be extended up to a maximum of twelve (12) months.
- 12.03 Both parties recognize the value of Progressive Discipline with the aim to be remedial in application and to restore a viable employment relationship. Therefore, except in extreme cases, discipline or discharge for cause should be preceded by a documented record of counselling, warnings (written or oral) and/or suspensions. It is further recognized that to achieve this purpose, the Chief Steward must be present at all disciplinary meetings and copied on all disciplinary notations. Where the Chief Steward is not available, the president or other designated Union member may be substituted.
- 12.04 An Employee may be dismissed or suspended only for just cause. Such Employee and the Union shall be advised in writing by the Board within forty-eight (48) business hours of the reason(s) for dismissal. Just cause shall not include the refusal of an Employee to cross the picket line of a legal strike.

Article 13 **Personnel Files**

- 13.01 An Employee shall have the right, upon making suitable arrangements with the Human Resources Department, on his/her own time and during Board office business hours to have access to review his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

Article 14 **Seniority and Probationary Period**

- 14.01 The Board shall provide to the Union and post in all work locations annually no later than March 31 of each year an up to date Seniority list. The Seniority list will be arranged from the most senior to the most junior Employee and include Seniority Date and position title. Seniority shall be Date of Hire as reflected on Seniority lists of predecessor Bargaining Units. Any questions regarding the accuracy of the Seniority list in the area of new Employee names, removal of Employee names due to termination death, etc., and adjustments to dates required with Employees returning from leave must be submitted in writing to the Manager of Human Resources within 30 calendar days from date of issue or the list shall be deemed to be accurate. Where two or more Employees have the same Date of Hire, and job classification ranking to be determined by lottery conducted in the presence of a Union representative. The Seniority list will also include any Employees on lay-off status with recall rights as outlined in Article 18.
- 14.02 An Employee will have no Seniority and shall be considered on probation until the Employee has worked and successfully completed six (6) consecutive months of work since the last Date of Hire as a probationary Employee. In the event of an interruption in service of less than sixty (60) calendar days, the probationary period may be extended by the length of the interruption. If the interruption of service not including natural breaks is greater than sixty (60) calendar days, the Board may require the Employee to work a new probationary period. The probationary period may be extended for an additional period of up to six (6) months by mutual consent of the parties. Reasons for the extension will be provided to the Employee in writing.
- 14.03 During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement. The just cause standard for the discipline, demotion, or discharge of a probationary Employee shall be substantially less than the corresponding standard for a Permanent Employee.
- 14.04 After completion of the probationary period, Seniority shall be effective from the Date of Hire and the Employee will be added to subsequent Seniority lists.
- 14.05 If an Employee is absent from work because of sickness, accident or leave of absence, approved by the Board, he/she shall not lose Seniority rights. An Employee shall only lose his/her Seniority rights in the event:
- 1) He/she is discharged for just cause and is not reinstated;
 - 2) He/she resigns;
 - 3) He/she is absent from work in excess of two (2) scheduled working days without notifying the Board, unless such absence is proven to the satisfaction of the Board to have been due to causes beyond the Employee's control.
 - 4) He/she is laid off and not recalled for a period in excess of two (2) years.
- 14.06 An Employee who accepts a temporary assignment with the Board outside the Bargaining Unit for a period of up to twelve (12) months shall have the option of continuing to accrue Bargaining Unit

Seniority provided they continue to pay Union dues. It is understood that the Employee will not be covered by the terms and conditions of this collective agreement for the period of time that they occupy the temporary non-Union position.

- 14.07 Members of the Bargaining Unit, who accept a regular position with the Board outside the Bargaining Unit and who return at a later date (which shall be no more than twelve (12) months) as the result of a regular Vacancy left unfilled after completion of the posting process may return to the Bargaining Unit without loss of Seniority. They shall not accrue Seniority during the time they are not members of the Bargaining Unit.
- 14.08 Temporary and Casual Employees who are subsequently hired into a permanent position, shall have their Seniority calculation based on their most recent continuous, uninterrupted service as a Temporary and/or Casual Employee, provided there was no break in service. Natural school breaks shall not constitute a break in service. Their vacation entitlement and salary grid placement will be based on their hire date into a regular position.
- 14.09 The parties agree the Board may fill a Temporary Vacancy for a fixed term not to exceed the absence of the incumbent. A Temporary Employee is an Employee who is hired to replace a regular Employee for sick leave, leave of absence, Workers' Safety Insurance Board (WSIB), vacation or similar situations where the incumbent Employee is expected to return, or to fill a Vacancy while the posting provisions are being fulfilled. When the temporary assignment is scheduled for a period of sixty (60) working days or longer, the Vacancy shall be posted according to provisions outlined in Article 15.
- 14.10 Casual Employees and Temporary Employees shall be covered by all the provisions of this Agreement save and except Seniority, benefits, paid holidays, vacation and sick leave. Paid holidays and vacation pay shall be in accordance with the Employment Standards Act.
- 14.11 If a Temporary/Casual Employee is subsequently hired into a Vacancy in the same job classification without a break in service, the Employee's service in the temporary position shall be credited towards completion of the probationary period.
- 14.12 Temporary Employees hired for a period of six (6) months or longer shall be entitled to two (2) days of sick leave credits for each full month worked. Sick leave credits expire at the completion of the temporary assignment.

Article 15 **Job Postings**

- 15.01 A regular job posting shall be issued to each Board Facility when a new position is created, or when it is known or should be reasonably known in advance that a Vacancy of at least sixty (60) Business Days occurs.

Notwithstanding Article 15.01 and shall be available to the incumbent returning from sick leave re: Article 22.09

Notice of Vacancy shall be posted and remain active for a period of ten (10) Business Days from the date of issue. There will be no ten-month positions posted during the months of July and August unless mutually agreed between the Union and the Board.

In the case of a Temporary Vacancy the subsequent Vacancy shall be filled from among the applicants to the initial Vacancy who have indicated their secondary choices in order of preference in their application.

Notwithstanding the above, Educational Assistant vacancies identified between August 15th and September 15th will be filled in accordance with Article 15.03 from among the Employees who have indicated their wishes prior to their June layoff. An Educational Assistant will be allowed, subject to Article 15.03 to move to other Educational Assistant vacancies during the month of September only. During the period October 1 to June 30, all Educational Assistant vacancies will be posted as temporary assignments. A part-time Educational Assistant may be considered, subject to Article 15.03 at any time for another part-time Vacancy provided the two assignments complement one another and there is no disruption to the existing assignment in any way. It is understood that during the months of October to June such assignments are temporary and the Educational Assistant will return to his/her part-time status following the conclusion of the temporary assignment.

- 15.02 i) The notification by the Board to the Employees shall include the job classification which is in effect at the time and it shall also include the shift and wage or salary rate or range, location and the skills, ability, qualifications and primary duties of the Vacancy. Applicants to a Vacancy within their own job classification at the same or another location (lateral move) will be deemed qualified and expected to attend an information session with the site supervisor prior to the placement.

ii) Notwithstanding Article 15.02 i) Educational Assistants may be placed in the advertised Vacancy subsequent to an interview/selection process.

- 15.03 The successful internal applicant will be selected and appointed to the vacant position within ten (10) Business Days of the closing date of the posting in accordance with Bargaining Unit Seniority, provided that the senior applicant has the necessary skill, ability and qualifications to fill the Vacancy. In the cases of exceptional situations where the applicant cannot be selected and appointed to the position within ten (10) Business Days, the time line may be extended with mutual consent of both Parties.

- 15.04 If there is no successful internal applicant, the Board may then go outside the Bargaining Unit to fill

the Vacancy.

- a) Notwithstanding the above, Employees on layoff shall be recalled to fill a Vacancy within the same classification, until such time as the job posting process is completed.
- b) Should there be no Employees on layoff from the classification where the Vacancy occurs, the available work will be offered to any Employee on layoff who possesses the skill, ability and qualifications to perform the available work, until such time as the job posting procedure has been completed.
- c) It is further agreed that where an Employee is recalled to a position no additional training will be required to bring the Employee's skill, ability and qualifications up to the level required doing the available work. The determination of an Employee's suitability to do the available work is at the sole discretion of the Board.

Article 16 **Placement of Educational Assistants**

- 16.01 The Board agrees to seek input from the Union when developing the Educational Assistant staffing plan for the following school year. Following the consultation process the Board will, based on the needs of the system, place Educational Assistants on a Board wide basis. The Board will then post all resulting vacancies.
- 16.02 Educational Assistants who wish a transfer shall submit in writing their request for a transfer by May 1stst to the Human Resources department with a copy to their Site Supervisor.

Article 17 **Transfers**

- 17.01 Generally, voluntary transfers shall occur during the summer break period with an effective date of the start up of a new school year. For purposes of clarification, any movement from one position to another within the same job classification at the same number of hours and rate of pay shall be deemed a transfer and the provisions of this article shall apply.
- 17.02 Notwithstanding article 17.01, nothing in this article prevents the transfer of an Employee at any time by mutual agreement of the Board and the Employee.
- 17.03 The Board has the right to unilaterally transfer an Employee at any time, provided the Employee is informed in writing of the reasons for the transfer with a copy to CUPE.
- 17.04 Employees shall not be eligible for a mutual voluntary transfer if either Employee is within nine (9) months of layoff, resignation or retirement. Appropriate documentation shall be completed prior to the effective date of the mutual transfer.

Article 18 **Layoff and Recall**

Wherever practicable, it is the intent of the Board to preserve the Employee's current hours of work.

- 18.01 A layoff shall be defined as a reduction in an Employee's regular hours of work or the elimination of an encumbered position. Where the layoff, due to a reduction in school secretarial hours, occurs, the bumping procedure once implemented will become effective as of January 1st or the start up of the following school year. An Employee shall not suffer a loss of hours while waiting to exercise the bumping process.
- 18.02 Notice of full or partial layoff shall be in writing, the greater of Employment Standards Act or thirty (30) calendar days before the layoff is to take place and signed by a duly authorized representative of the Board.
- 18.03 This layoff process is qualified with the provision that individuals have the necessary skill, ability and qualifications as specified in the job posting, for the job in question. Seniority shall be the determining factor in cases of layoff.
- (a) When the position occupied by an Employee has been identified as redundant, the Employee has the right to be considered for placement in an alternate position by way of a bumping procedure based on Seniority. The affected Employee will notify the Board in writing within five (5) Business Days of the date of notification to exercise their rights to bump. Failure to give notice of intent to exercise their bumping rights within five (5) Business Days of notification shall result in a forfeiture of bumping rights for this layoff notice. The Board and the Union agree to work together throughout the bumping process. At any step of the bumping process, the Employee may accept layoff.
- (b) For Purposes of this Article, Occupational Group is defined as the following:
- i) Custodian, Courier and Labourer
 - ii) Educational Assistant
 - iii) Clerical/Secretarial (Board Office and School)
 - iv) Library Staff Secondary/Library Staff Elementary/Library, Technician Professional Library
 - v) Computer Technician
 - vi) Trades/Maintenance

The bumping process shall be in accordance with the appended Letter of Agreement between the parties.

- 18.04 Employees who change jobs as a result of the layoff and resultant displacement procedure shall be classified at the prevailing rate for the job they are doing. However, no Employee who changes jobs shall suffer a reduction of hourly wages due to such procedure for a period of twelve (12) working months, or the advent of a new collective agreement.
- 18.05 Employees who accept the lower position under this Article shall have the right to reinstatement in their former position, if such becomes available within twenty four (24) months from the date of

accepting the lower level position. The job, in such instances, will not be posted and the Employee shall be reinstated at the step he/she had attained in his/her former classification.

18.06 Notwithstanding any other provisions of this collective agreement:

Employees who are Officers of the Union, being President, Vice-Presidents, Recording Secretary, Secretary Treasurer and Stewards, shall be the last to be laid off in the Union, provided they possess the skill, ability and qualifications, as outlined in the job posting, to perform the available work.

18.07 A grievance concerning a layoff may be taken up at Step Two of the Grievance Procedure.

18.08 Recall

Seniority shall be the determining factor in cases of recall from layoff, so that the last person within the classification to be laid off will be the first person within the classification recalled, provided that the Employee affected has the necessary skill, ability and has the qualifications to do the work available as outlined in the job posting.

18.09 Notice of recall shall be by registered mail directed to the last address of the Employee of which the Board has a record. In addition, the Board agrees to provide electronic notification to the Union. Employees are responsible for notifying the Board and their Union, in writing, regarding changes in mailing address.

18.10 An Employee who fails to report to work within seven (7) Business Days after receiving delivery of notice of recall by registered letter shall cease to be an Employee, unless such failure is proven to the satisfaction of the Board to be due to causes beyond the control of the Employee.

18.11 In cases where the Board contacts a person who is on layoff and requests him/her to come to work on a temporary basis, and the person declines, the Board shall then contact the next laid off person, offering the temporary assignment, until all laid off persons have had the opportunity for temporary assignments, provided that each has the necessary skill, ability and qualifications to do the work available. Such person by reason of declining this temporary assignment shall not lose his/her Seniority rights. The Board may then hire outside the Union to do such temporary work.

18.12 Employees who change jobs as a result of the recall procedure shall be classified at the prevailing rate for the job they are doing, maintaining the same step on the wage grid they were entitled to prior to the layoff.

18.13 No person, including students, or government project Employees, will be hired until Employees on layoff within that job classification, have been given an opportunity to work through the recall procedure, provided each has the necessary skill, ability, and has the qualifications to do the work available.

Board hours approved in addition to those regularly scheduled will first be offered to Employees who are on layoff within that classification.

The use of volunteers will not be expanded in such a way as to cause or prolong the layoff of an Employee.

18.14 Ten (10) month Employees are acknowledged to be Employees for the definite term of each school year, and as such cannot bump twelve (12) month Employees during the seasonal layoff periods of Christmas, March Break and Summer.

18.15 Employees shall remain on the recall list for a period of twenty four (24) months from date of layoff.

Article 19 **Hours of Work and Work Schedule**

19.01 (a) Nothing in this Agreement shall be understood as a guarantee of work on a daily or weekly basis or as a guarantee of work schedule.

(b) Normal work hours shall refer to the accepted full-time standard. Actual hours may differ from normal work hours. Furthermore, actual work schedule shall be based on the needs of the school/department as determined by the site supervisor or maintenance supervisor.

(c) For purpose of clarification, the lunch and rest periods shall be taken at a time specified by the Board to meet the needs of the school/site. Work schedules will be posted one week in advance of a change. Posted schedules may be altered with less than one week notice in cases of emergency. There shall be no less than eight (8) hours between regular shifts with the exception of emergencies.

(d) Nothing in this Article will prevent an informal mutual agreement between an Employee and their site supervisor to adjust an Employee's work schedule. This work schedule adjustment does not increase the Employee's normal scheduled hours per week.

(e) All Employees shall be paid a shift premium of thirty-six (36) cents per hour in addition to the prevailing hourly rate for all hours worked when the greater number of hours worked are between 3:00 p.m. and midnight. All Employees shall be paid a shift premium of forty-one (41) cents per hour in addition to the prevailing hourly rate for all hours worked when the greater number of hours worked are between midnight and 8:00 a.m.

(f) Each Employee will be entitled to work for another Employee at the discretion of the supervisor. Employees requesting mutuals must submit the request in writing signed by both Employees and the respective supervisors. It shall be understood that the Employee requesting the mutual will be paid for the day and that the Employee working the mutual will not be paid.

19.02 a) Custodians

Normal hours of work shall be eight (8) hours per day, five (5) days per week, Monday to Friday, with a maximum total of forty (40) hours per week. A non-paid lunch period of no less than one half (1/2) hour will be determined by the site supervisor for those Employees working in excess of five (5) consecutive hours.

- b) Employees working eight (8) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of their shift. Employees working less than five (5) hours per day, but more than two (2) hours per day, shall be permitted one (1) paid rest period of fifteen (15) consecutive minutes per day.
- c) It is understood and agreed that the site supervisor has the right to amend the working schedule to meet the needs of the school community as required. For purposes of clarification school community or Board Office shall be as defined in Board policy.
- d) When an Employee is called in and accepts overtime, the Employee shall complete the work due to the callout and be paid for a minimum of three (3) hours at the appropriate overtime rate. If the custodian is called out by the security company to check a school alarm, the custodian will be paid two hours at the prevailing overtime rate. Should time in excess of this two hour period be required to correct or prevent problems in the building the total time shall be paid at the prevailing overtime rate. Failure by a custodian to properly secure the building will not be considered a call out for purposes of this article.
- e) If authorized by the site supervisor, time worked in excess of forty (40) hours per week, will be considered overtime hours and will be compensated at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Sunday or a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay.
- f) Custodial staff in secondary schools will rotate through the day, afternoon and midnight shifts on an equitable basis by location (unless something can be worked out mutually at the location). If an Employee is scheduled to work during Christmas, summer and March breaks, and Professional Development Days, all custodial Employees will work the day shift hours.
- g) The Board will wherever possible, avoid split shifts. The Board agrees to work with the Union in scheduling alternative work schedules to achieve this. If a split shift is required by the school to effectively complete the assigned work and the incumbent is not in favour of the split, the incumbent may agree to a mutual transfer with another Employee that is acceptable to the affected site supervisor.
- h) A split shift shall be defined as the situation where a custodian is regularly scheduled to work two (2) blocks of time separated by no less than two (2) hours, exclusive of

scheduled lunch period. A split shift premium of seventy-five cents (.75¢)/hr will be paid in lieu of any other shift premium.

- i) In the event a school has been suspended from police response to alarms all its respective key holders within this unit shall be notified of the suspension.
- j) Where the site supervisor elects not to be the primary key holder the custodian of an elementary school shall be offered the position of key holder # 1.

19.03 Maintenance

- a) Normal hours of work shall be eight (8) hours per day, five (5) days per week, Monday to Friday, with a total of forty (40) hours per week. An unpaid lunch period of no less than one half (1/2) hour and no more than one (1) hour, will be determined by the maintenance supervisor.
- b) Employees working eight (8) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes per day in each half of the shift. Employees working less than five (5) hours per day, but more than two (2) hours per day, shall be permitted one (1) paid rest period of fifteen (15) consecutive minutes per day. All breaks are to be taken at a time determined by the maintenance supervisor.
- c) If authorized by the maintenance supervisor, time worked in excess of forty (40) hours per week, will be considered overtime hours and will be compensated at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay and all hours worked on a Saturday shall be paid at a rate of one and one-half (1 ½) times the normal rate of pay.
- d) When an Employee is called in and accepts overtime, the Employee shall complete the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate. If the maintenance Employee is called out by the security company to check a school alarm, the maintenance Employee will be paid two (2) hours at the prevailing overtime rate. Should time in excess of this two (2) hour period be required to correct or prevent problems in the building the total time shall be paid at the prevailing overtime rate. Failure by a maintenance Employee to properly secure the building will not be considered a call out for purposes of this article.

19.04 Library Technician, Computer Technician, Board Office Support Staff - Secretary/Assistant/Clerk, and Educational Assistants

The normal work day, unless otherwise determined by the Board, shall be scheduled between the hours of 7:00 a.m. and 5:30 p.m., with a total elapsed time including the unpaid lunch period not to exceed eight (8) consecutive hours. It is understood and agreed that the Site Supervisor has the right to amend the working schedule to meet the needs of the school community and Board Office as required. For purposes of clarification school community shall be as defined in Board policy.

- a) The normal work week for ten (10) and twelve (12) month Secondary School Secretaries, Board Office Support Staff, and Computer Technicians, shall consist of five (5) days of seven (7) hours each, Monday to Friday inclusive. For ten (10) month Secondary School Secretaries, the working year shall be the school year plus the week before commencement of the school year.
- b) The normal work week for full-time Elementary School Secretaries, shall be a maximum of thirty-five (35) hours per week and shall consist of five (5) days, maximum of seven (7) consecutive hours each Monday to Friday inclusive. The working year shall be the school year plus the week before commencement of the school year. All elementary school secretaries will work thirty-five (35) hours the week previous to school opening and the last five working days of the school year.
- c) An unpaid lunch period of no less than one half ($\frac{1}{2}$) hour will be determined by the Site Supervisor. Employees working five (5) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of their day. Employees working less than five (5) hours per day but more than two (2) hours per day shall be permitted one paid rest period of fifteen (15) consecutive minutes per day.
- d) The normal work week for full time Library Technicians and Educational Assistants, shall be no less than thirty (30) hours per week and shall consist of five (5) days, six (6) consecutive hours each Monday to Friday inclusive. The work year shall be the school year for elementary library technicians plus the week before commencement of the school year for secondary library technicians. The work year for Educational Assistants shall be the school year for school students plus one professional development day.
- e) All overtime hours worked shall be authorized by the appropriate Supervisor and paid in accordance with the below schedule:
 - (i) at the Employee's regular hourly rate for up to and including thirty-five (35) hours in any one week;
 - (ii) at time and one-half ($1\frac{1}{2}$) for hours worked in excess of thirty-five (35) hours in any one week, Monday to Friday inclusive;
 - (iii) All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay and all hours worked on a Saturday shall be paid at a rate of one and one-half ($1\frac{1}{2}$) times the normal rate of pay;
 - (iv) when an Employee is called in and accepts overtime, the Employee shall complete

the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate.

- 19.05 All hourly rated Employees will have the option to bank overtime hours. Time taken as paid time off will be at a time mutually agreed by the Employee and the Site Supervisor. Approval of such time is subject to coverage being provided in order to meet the needs of the site as determined by the Site Supervisor. Time off shall not be unreasonably denied. If these hours are not taken as paid time off, the Employee will be paid out the balance by June 30.
- 19.06 Noon hour and recess yard duty shall not be assigned to any member of this Bargaining Unit except for educational assistants who are assigned to special needs students.
- 19.07 In the event of a site closure (as determined by the Director of Education or designate) as a result of acts of nature an Employee will be required to report to the closest open work site for reassignment. There will be no loss of wages during a shut down or interruption of scheduled shifts during site closure.
- 19.08 Overtime will be offered on a rotating basis by Seniority to the Employee(s) within the classification at the work site. Additional hours will be offered on a rotating basis by Seniority to the Part Time Employees at the work site and then to the Casual Employees.
- 19.09 Whenever an Employee is approved to work overtime in excess of two (2) hours beyond the normal full time shift, the Employee shall be reimbursed by the Board for a meal allowance of up to ten dollars, excluding alcohol. Acceptable receipts must show details of the expense and submitted to the appropriate supervisor.
- 19.10 Wherever possible overtime will be paid in the pay period following the pay period in which the overtime was worked provided the appropriate reporting process is followed and submitted in a timely fashion.

Article 20 **Paid Holidays**

- 20.01 For permanent twelve (12) month Employees the following specified days, or day observed in lieu thereof, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the Employee on that day of the week.

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

Providing school classes are not in session and they are days of the week normally

scheduled as working days.

- 20.02 (a) For permanent ten (10) month Employees, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the Employee on that day of the week.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Four days as designated by the Director or designate during the Christmas break

- (b) The regular work schedule for ten (10) month Employees provides off-work periods at Christmas, Winter Break and Summer and unless specified above, holidays which fall in such off-work periods are not recognized as paid holidays.

- 20.03 Casual and Temporary Employees shall be granted pay for holidays under the conditions set out in the Employment Standards Act.

- 20.04 When any of the above-noted holidays fall on an Employee's scheduled day off, the Board shall designate another day off with pay at a time appropriate to the Board's business.

Article 21 **Vacations**

- 21.01 Date of Hire to a permanent continuous position shall be the Vacation Service Date used for the purpose of calculating earned vacation time and vacation pay.
- 21.02 The time of employment with the Board for vacation purposes is to be calculated as of July 1st.
- 21.03 Temporary and Casual Employees shall receive vacation pay equal to 4% of earnings on each pay.
- 21.04 In the event that an Employee is on LTD, in receipt of benefits from the W.S.I.B. or on a Leave of Absence without pay, vacation pay and vacation time will be pro-rated unless otherwise legislated.
- 21.05 a) Vacations earned as at July 1st, must be taken by June 30th of the following year. Except as mutually agreed, there shall be no carry forward of unused vacation.
- b) Vacations may only be taken following the completion of the Employee's entitlement period as defined in Article 22.
- 21.06 Custodians

Vacations for custodians shall be taken during the months of July and August, but not the week before school opening. However, for custodians with more than four weeks' vacation,

arrangements will be made with their Site Supervisor to take their additional time throughout the year. Such approval is subject to coverage being provided in order to meet the needs of the site as determined by the Site Supervisor.

21.07 Secondary School Secretaries

The vacation time for secondary school secretaries who work the calendar year shall be taken during school holiday periods, but not the week before school opening. However, on limited occasions, vacation time may be taken at other times with the approval of the appropriate Site Supervisor. Such approval is subject to the needs of the site being met as determined by the Site Supervisor.

21.08 Maintenance, Board Office Secretarial/Clerical and Computer Staff

Vacation time for these Employees, shall be taken in the period defined in 21.05 (a), as mutually agreed between the Employee and appropriate supervisor in order to meet the needs of the Board.

21.09 a) Vacation time with pay will be allocated to twelve (12) month Employees upon completion of each entitlement period in accordance with the following schedule:

	Vacation Allotment	Percentage on Excess Earnings
Under 1 Year	10 days pro-rated	4% of wages earned
After 1 year	2 weeks	4% of wages earned
After 3 years	3 weeks	6% of wages earned
After 9 years	4 weeks	8% of wages earned
After 17 years	5 weeks	10% of wages earned
After 24 years	6 weeks	12% of wages earned
After 30 years	7 weeks	14% of wages earned

Vacation pay will be calculated as a percentage of the Employee's previous year's earnings and the calculated difference shall be paid in January of each year for all affected Employees.

b) Vacation pay will be allocated to ten (10) month Employees upon completion of each entitlement period in accordance with the following schedule:

Under 1 Year	4% of wages earned
After 1 year	4% of wages earned
After 3 years	6% of wages earned
After 9 years	8% of wages earned
After 17 years	10% of wages earned

After 24 years	12% of wages earned
After 30 years	14% of wages earned

Vacation pay will be included in each of the biweekly pays at the appropriate rate as outlined above.

- 21.10 A permanent Employee full-time or part-time Employee voluntarily resigning or retiring his/her position at any time in his/her holiday year before having his/her vacation shall be paid a vacation entitlement pro-rated in accordance with the schedule outlined in Article 21.09.
- 21.11 On retirement, Employees shall be entitled to the same vacation or vacation pay which would have been earned by the employment continuing to the end of the month.

Article 22 Sick Leave

An Employee, when absent due to illness or injury greater than 5 working days shall, at the request of the Manager of Human Resources or designate provide medical support on the Board's required document. Board requested medical documentation will be at the Board's expense.

- 22.01 An Employee who is unable to work due to legitimate personal illness, disability, medical, dental or specialist appointments, or accident that is non-compensable under the Workplace Safety and Insurance Board, shall be entitled to sick leave with pay during the period of the Employee's inability to work to the extent that the Employee has unused accumulated sick leave credits pursuant to the terms of this article. Medical, dental or specialist appointments should be scheduled outside normal working hours.
- 22.02 a) Permanent Full-Time Employees who work the calendar year shall be granted twenty-four (24) days of sick leave credits per year, effective July 1 of each year provided they are Actively Employed. Employees not Actively Employed on July 1st will receive a pro-rated entitlement upon return to active employment. The unused portion shall accrue for future use to a maximum of two hundred forty (240) days.
- b) Permanent full-time ten (10) month Employees shall be granted twenty (20) days of sick leave credits per year, effective the first scheduled work day of each school year provided they are Actively Employed. Employees not Actively Employed on the first scheduled work day of the school year will receive a pro-rated entitlement upon return to active employment. The unused portion shall accrue for future use to a maximum of two hundred (200) days.
- c) By September 30 of each year, the Board shall provide each permanent Employee with a statement showing the number of sick leave credits accumulated by the immediately preceding June 30.
- 22.03 Permanent part time Employees shall be granted sick leave credits in the same proportion as their work time is to full time.

- 22.04 Probationary Employees shall be granted two (2) days of sick leave credits for each full month worked. Upon successful completion of the probationary period, the Employee shall be credited with the remaining sick leave credits owing for the year ending June 30th.
- 22.05 An Employee shall be entitled to transfer credits accumulated in another plan in accordance with the provisions of the Education Act.
- 22.06 Employees who are unable to attend work, and who do not have sick leave credits remaining, shall be placed on leave of absence without pay and without benefits to a maximum of twenty four (24) months unless the Employee resigns prior to the twenty four (24) months.
- 22.07 A deduction shall be made from accumulated sick leave credits for all working days absent. Absence for less than a full day shall be deducted in the proportion of the absence to the total number of hours in the work day for the job classification of the Employee.
- 22.08 Sick leave credits granted to an Employee pursuant to this article will be used only for the purposes specified in this article and shall have no independent cash value.
- 22.09 An Employee who returns from work from sick leave shall return to his or her previous job at his/her previous location, provided they are capable of performing the essential duties of the job and subject to Article 18 Lay Off and Recall.

Article 23 Pregnancy, Parental and Adoption Leave of Absence

- 23.01 Pregnancy, parental and adoption leaves shall be in accordance with the Employment Standards Act.
- 23.02 An Employee on pregnancy, parental or adoption leave, upon providing a written request to the Manager of Human Resources, shall be granted an extension to the leave of up to one (1) school year. This additional leave will be in accordance with Article 24 General Leave of Absence. The return date shall be clearly stated, in the written request to the Manager of Human Resources, prior to the commencement of the leave.

Article 24 LEAVES OF ABSENCE

-(Without Pay)

The following leaves may be granted, without loss of seniority. The Employees shall submit the appropriate Board documentation to their supervisor/principal for signature and the completed document will be forwarded to the Manager of Human Resources for approval prior to the leave.

General

- 24.01 In the event that an Employee wishes to return prior to the expiration of the leave of absence, it

must be by mutual consent between the Employee and the Board.

24.02 While on a leave of absence the Employee shall be eligible to remain in the group benefits. The Employee shall pay 100% of premium costs for the period of the leave granted in accordance with this article.

24.03 On return from a leave of up to one year and subject to Article 18, Layoff and Recall, an Employee will return to their previous position at their previous location.

On return from a leave in excess of one year and subject to Article 18, Layoff and Recall, an Employee will return to an equivalent position within our Board.

Educational

24.04 A leave may be granted for education and training purposes. Approval will be based solely on the merits of each application.

Subject to the availability of funding, the Board may, upon receipt of proof that the Employee has successfully completed the course, reimburse pre-approved expenses.

LEAVES OF ABSENCE **(With Pay)**

The following leaves shall be granted without loss of salary, seniority or deduction from sick leave. The Employees shall submit the appropriate Board documentation to their supervisor/principal for signature and the completed document will be forwarded to the Manager of Human Resources for approval. The required documentation shall arrive at Human Resources at least ten (10) days prior to the date of the leave. In the event of an emergency, a telephone call to the site supervisor, followed by the appropriate documentation to Human Resources will be acceptable. Such absence must not, in the opinion of the Board, conflict with the efficient operation of the school system.

24.05 Bereavement

Five (5) consecutive Business Days shall be allowed to attend the funeral of a member of the immediate family of the Employee. The immediate family shall include the following member of either the Employee or the spouse of the Employee, as follows:

Husband/Wife	Father/Mother/Guardian
Son/Daughter	Brother/Sister
Grandfather/Grandmother/Grandchild	

Up to three (3) consecutive Business Days shall be granted to attend funerals of non-immediate members of the family of the Employee or the spouse of the Employee.

At the discretion of the Manager of Human Resources, an allowance of one (1) day may be granted for the attendance at the funeral of a close friend.

24.06 Child Birth and Adoption

One (1) day leave shall be granted for needs related to the birth/adoption of an Employee's child.

24.07 Personal

At the discretion of the applicable Site Supervisor or designate, an allowance of up to a maximum of three (3) working days per year may be granted to an Employee for personal reasons. Said reasons are to be stated clearly, in writing, on the appropriate Board documentation. For a serious illness of a member of the immediate family, the Board shall grant to an Employee a paid leave of absence for the remaining number of available paid personal day(s).

The meaning of "Personal" reasons shall include:

- a) For overnight out of town travel to attend the wedding of a member of the immediate family.
- b) To allow for acts of nature over which one has no control.
- c) Receiving a degree.
- d) Writing examinations.
- e) Attending university or other convocation of a member of the immediate family.
- f) Absence due to extenuating circumstances not covered above may be granted a paid leave at the discretion of the Manager of Human Resources or designate.

24.08 Communicable Disease / Quarantined

In any case where, because of exposure to a communicable disease, the Employee is quarantined or otherwise prevented by the order of the medical officer of health from attending upon his/her duties.

24.09 Jury Duty / Subpoenaed

For absence from duty when required to serve on a jury or when subpoenaed as witness in any proceedings to which the Employee is not a party or one of the persons charged.

UNION LEAVES OF ABSENCE

24.10 Union Conventions, Conferences and/or Seminars

Leave of absence with pay and without loss of Seniority shall be granted, upon receipt of appropriate documentation for the Board, Employees' elected or appointed to represent the Union at Union Conventions, Conferences and/or Seminars. Such time shall not exceed a cumulative of fifty (50) working days in any contract year within the Union. The Union will reimburse the Board for all expenses related to replacement staff during the period of absence.

24.11 Elected Full-Time Union Position

An Employee who is elected or selected for a full-time position with the Union or any organization with which the Union is affiliated or is elected to public office will be granted leave of absence without pay and without the other benefits provided by this Agreement for a period of one two (2) year term but without loss of Seniority. Such leaves may be renewed for two (2) additional years during this term in such position provided a written request is made to the Manager of Human Resources.

24.12 CUPE_President Leave

An Employee who is elected as President of the Bargaining Unit will be granted up to half-time release from their regular position. The Employee will continue to receive their regular pay and benefits while President and the Board will be reimbursed 100% of the replacement costs. Notification of such leave request should be directed, annually, to the Manager of Human Resources.

Article 25 Deferred Salary Leave Plan

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

- (i) three (3) years' salary over four (4) years;
- (ii) four (4) years' salary over five (5) years; or
- (iii) five (5) years' salary over six (6) years.

25.02 QUALIFICATION: Any Employee having five (5) years' seniority with the Board is eligible to participate.

25.03 APPLICATION:

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

25.04 PAYMENT FORMULA AND LEAVE OF ABSENCE:

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

Salary and Allowances Paid During

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

- (i) The amount withdrawn plus accrued interest shall be paid to the Employee during the year of the leave.
- (ii) The Leave of Absence shall be taken in the last year of the term selected.
- (b) The Employee agrees that the salary for the actual period of leave shall be the total of the deposits made in (a) above.
- (c) The Board's liability to the Employee in the leave year shall be limited to the funds deducted and held in trust on deposit for the Employee.
- (d) The Board agrees to pay the interest earned annually on the trust account at the end of each taxation year in accordance with current legislation.
- (e) On or before January 31st in the first year of participation and each year thereafter until and including the year following the leave of absence of each participating Employee, he/she shall receive, from the Board, a statement of principal and interest standing to his or her credit, as recorded and reported by the Employees bank.
- (f) While an Employee is enrolled in the plan, and not on leave, any Group Insurance Plans tied to the salary level, shall, to the extent possible according to the insurance policies then in effect, be structured according to the salary the Employee would have received had he/she not been enrolled in the plan.
- (g) An Employee's Group Insurance Plans will be maintained by the Board during his/her leave of absence according to the terms and provisions of insurance policies then in effect; however, the premium costs for all Group Insurance Plans shall be paid in advance monthly by the Employee during the year of the leave. Any increases in premiums during the year of the leave of absence will also be paid by the Employee upon receipt of notice from the Board. Any decrease in premiums during the year of the leave of absence will be refunded by the Board.
- (h) While on leave, any Group Insurance Plans tied to the salary level, shall, according to the terms and provisions of insurance policies then in effect, be structured according to the salary the Employee would have received in the year prior to taking the leave had he/she

not been enrolled in the plan.

25.05 FURTHER PROVISIONS:

- (a)
 - (i) Sick leave credits will not accumulate during the year spent on leave.
 - (ii) Seniority will continue to accumulate.
 - (iii) Experience for purposes of salary increment will not accumulate for the period of the leave.
- (b)
 - (i) Laid off Employees must withdraw from the Plan.
 - (ii) In such case, the Employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.
 - (iii) Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- (c) The Board will make pension deductions from payments to the participant in accordance with the appropriate pension act.
- (d) An Employee may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Article 25:05 (b) (ii).
- (e) Should an Employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the Employee's estate, subject to the Board receiving the necessary clearances and proofs normally required for payment to estates.
- (f) All Employees wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.
- (g) Revenue Canada stipulates that the Employee receives no salary from his/her Board during the leave other than payment of the deferred salary and the statutory benefits that the Board would normally pay to or on behalf of the Employee. Revenue Canada stipulates that the leave of absence may, with the consent of the Board, be given not less than six (6) months prior to the scheduled date be postponed for one (1) year only.
- (h) Under no circumstances should such delay or deferral exceed one (1) school year and the participant must take his/her leave at the end of such time or withdraw from the plan at that time. This postponement will not move the commencement of the leave beyond six (6) years from the date of enrollment in the plan.
- (i) It is understood that OMERS will treat the year of leave as broken service which the

Employee could purchase at double contribution on 100% of annual salary.

25.06 Notwithstanding the above, final plan design will be subject to the prevailing pension, benefit and taxation laws.

Article 26 Long Term Disability

26.01 It is agreed and understood that all Employees under this contract shall be eligible and must be enrolled in the Long Term Disability plan only after the completion of their probationary period as defined in Article 14.02. It is further agreed that all Employees will pay 100% of the premium costs.

26.02 An Employee, who is absent or will be absent from work due to illness or disability for twenty (20) or more consecutive working days, shall make application to the Long Term Disability Plan for insurance benefits.

26.03 Accepted for L.T.D. Benefits

(a) The Board shall provide all days with pay required for the qualification period (to the extent of available sick leave credits) to an Employee whose claim has been accepted for Long Term Disability Benefits. Any sick leave credits paid beyond the approval date for LTD benefits must be paid back to the Board retroactive to the approval date.

(b) Benefit coverage may be maintained at the option of the Employee on a cost- shared basis as defined in Article 30 of this collective agreement, for an Employee who has been accepted and is receiving Long Term Disability Benefits, up to a maximum of (24) twenty four months.

(c) It shall be understood that the Board will not "top up" the Long Term Disability days to achieve 100% gross wages.

(d) The Employee's sick leave credit accumulation and vacation accumulation shall be frozen while receiving Long Term Disability Benefits. Accumulated vacation to the date of approval for Long Term Disability will be paid to the Employee unless the Employee indicates otherwise.

(e) An Employee who returns from approved Long Term Disability within twenty four (24) months from the date of disability shall return to his or her previous job at his/her previous location provided they are capable of performing the essential duties of the job and subject to Article 18 Lay Off and Recall.

(f) An Employee who returns from approved Long Term Disability after twenty four (24) months but less than thirty six (36) months from the date of disability shall be placed in a position equivalent to the one held prior to the date of disability provided they are capable of performing the essential duties of the job.

26.04 Failure to Qualify for L.T.D. Benefits

- (a) Any days absent during this period shall be deducted from the Employee's sick leave credit accumulation provided the Employee provides proper medical documentation to support the absence.
- (b) If the Employee has exhausted his/her sick leave credits while on unapproved long term illness a leave without pay may be granted.

Article 27 **Health and Safety**

27.01 Health and Safety shall be governed by the applicable provisions of the Occupational Health and Safety Act and a member of the Bargaining Unit shall participate in the Joint Health and Safety Committee.

27.02 Each site based committee shall be comprised of one site-based Board Representative and one site-based Worker Representative. Where workers are not represented by a trade Union, the site-based Worker Representative, who has been selected by workers, will inspect the worksite.

Article 28 **Modified Rehabilitative Work**

28.01 The Board and Union agree to work cooperatively to establish modified/rehabilitative work, on a temporary or regular basis, in order to address an Employee's established medical capabilities. All efforts to accommodate will be in accordance with the pertinent legislation under Human Rights, Workplace Safety & Insurance Act and any other applicable legislation. In order to promote a modified return to work program (i.e. work hardening) for an Employee, the Board will provide the Union with a copy of all modified return to work programs. The Board may in consultation with the Union, temporarily assign tasks to an Employee that normally do not fall within the bargaining unit. The Employee will be involved in the process to ensure participation and they will remain in the CUPE bargaining unit. The Board agrees not to offer modified work or rehabilitative volunteer work to the extent that it will cause layoffs or loss of regular hours to regular Employees of the Board.

Article 29 **Workers' Safety & Insurance Board (WSIB)**

29.01 In the case of a workplace injury it is understood that, if the Employee fails to provide the appropriate medical documentation to support their absence from work, the Board will continue to pay the absent injured Employee their regular pay for a maximum of twenty (20) days following the date of the accident. Payment for absences beyond the twenty (20) working days specified above shall be made directly to the Employee by the W.S.I.B.

29.02 When the Employee is accepted for WSIB benefits the amount of benefits paid by WSIB for the

period the Board continued payment of wages to the Employee shall be directed to the Board. The Employee's sick bank shall be charged with the difference between the Employee's regular wage and the amount awarded by W.S.I.B. -

- 29.03 Sick leave credits will be earned and accumulated to the date of the injury and will start accumulating only after the Employee returns to work.
- 29.04 The Board will continue to pay their share of the premiums for extended health care coverage, dental coverage, life insurance and pension contributions for a period of twelve months following the date of the accident.
- 29.05 Vacation time will be earned and accumulated to the date of the injury and will start accumulating only after the Employee returns to work.
- 29.06 Transportation to the nearest physician or hospital for an Employee requiring medical care as a result of a work related accident shall be at the expense of the Board.
- 29.07 An Employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, provided that a doctor's note states that the Employee is unfit for further work on this shift.

Article 30 **Benefits**

- 30.01 a) The Pension Plan for non-teaching Employees established by the St. Clair CDSB through OMERS shall be applicable to full time permanent 12 (twelve) month Employees covered by this agreement. During the life time of this agreement, the Board agrees to make contributions to the plan in accordance with the requirements of the OMERS Act. Part-time and Casual Employees shall be given the opportunity to participate in this plan subject to the provisions of OMERS.
- b) On behalf of each Employee the Board shall pay the Board Health Tax and premiums for the Workers' Safety Insurance Board.
- c) For all eligible permanent Employees the Board agrees to pay 85% of the billed premium cost of participation in the plans listed or equivalent plans. For Employees working less than thirty (30) hours per week, the Board's share of premium costs will be paid on a pro-rated basis.

Group Life Term Insurance and Accidental Death and Dismemberment

Group life insurance coverage shall be mandatory for permanent full-time and Permanent Part-Time Employees – either three (3) times salary or a minimum of \$10,000.00.

Accidental Death and Dismemberment insurance will be equivalent to the Group Life Term Insurance amount.

Optional Life Insurance

If approved by the insurance underwriters, Employees have the option of buying optional life insurance in \$10,000.00 increments, to a maximum of \$200,000 with the Employee paying one hundred percent (100%) of the premiums.

Extended Health Care

Semi-Private Coverage, Prescription Drugs equivalent to Liberty formulary number 3 which covers drugs that legally require a prescription plus certain life sustaining over the counter drugs (\$2.00 per prescription deductible paid by the Employee), Vision Care - \$200 every 24 months. In addition, the plan will provide for dependent coverage to age 21, or to age 25 provided the dependent is unmarried and enrolled as a full-time student in an accredited institution of learning.

Deluxe Travel Insurance Plan

This travel insurance plan shall be compulsory for each Employee who is enrolled in the Extended Health Plan. In addition, the plan will provide for dependent coverage to age 21, or to age 25 provided the dependent is unmarried and enrolled as a full-time student in an accredited institution of learning.

Dental Plan

Equivalent to Liberty Health Rider #3 and Rider #4

Nine (9) month recall.

All benefits under this present plan are paid in accordance with the Ontario Dental Association's Schedule of Fees. The Schedule of Fees to be used is current year minus two (2) years as at February of each year. In addition, the plan will provide for dependent coverage to age 21, or to age 25 provided the dependent is unmarried and enrolled as a full-time student in an accredited institution of learning.

- d) All of the benefits mentioned in this clause shall be as more particularly described and set forth in the respective policies of insurance. Copies of the policies shall be sent to the Union as of the date of the signing of this Agreement only and in future at the written request of the Union, whenever there are any changes in the coverage provided in the policies. Any dispute over payment of benefits under any such policies shall be adjusted between the Employee and the insurer concerned, but the Board will use its best efforts to adjust and settle any such dispute.
- e) Changes In Rates or Carriers

The Union will be given written information about any changes which have been made to the rates and given written information regarding changes in carriers.

- f) The CUPE Local 4168 will share in the Premium Reduction to the extent of 5/12 as per Unemployment Insurance Reduction Plan.
- g) Medical fees associated with the renewal of required trade tickets shall be paid by the Board.

30.02 Continuation of Benefits

The Board agrees to maintain the payment of its premiums for Extended Health and Dental Plans for Employees laid-off for periods less than (24) twenty-four months, provided the Employee agrees to pay his/her portion of the premiums.

30.03 Benefit Contracts and Statistical Information

The Board shall provide the Union with copies of all information regarding the group insurance and extended health plans. This shall include each master contract with the insurance company and the annual financial statements.

Article 31 **Payment of Wages**

31.01 The Board shall pay wages every other Thursday for the period up to and including Friday of the same week, in accordance with schedule "A" (wage rate) attached hereto and forming part of this Agreement.

31.02 Employees will receive payment by direct deposit to the Employee's bank account.

31.03 An Employee who is transferred by the Board to fill a temporary absence of another Employee shall receive the rate for the job or his/her rate whichever is the greater.

An Employee who accepts to substitute on any job during the temporary absence of another Employee shall receive the rate for the job.

31.04 Employees currently enrolled in a Canada Savings Bond Payroll Savings Plan shall continue to have the option to participate in the plan.

Article 32 **Deferred Retirement Investment Plan**

32.01 The Board agrees to annually pay 1% of each Employee's previous year annual wage (exclusive of fringe benefits, overtime or additional hours) to a third party investment company to be identified by the Union, in one cheque not later than March 15th of each year.

Article 33 **Travel Allowance**

33.01 Each Employee shall bear the cost of traveling from home to his/her first work location and from his/her last work location to home.

Where an Employee is required to travel for the purpose of conducting Board business, the Employee shall receive a travel allowance at the rate of 0.42 cents for the first five thousand (5,000) kilometers and 0.36 cents thereafter in a calendar year. The Minister of Finance approved rates for tax-exempt allowances established annually shall be applicable.

An Employee who is required to travel between work locations in the same workday shall be granted reasonable time to travel between those work locations.

33.02 It is understood and agreed that Employees using their personal cars on the Board's business shall maintain car insurance coverage in an amount not less than One Million Dollars for personal liability and public damage.

33.03 Float custodians and computer technicians shall be assigned a home base either at Ursuline College, St. Patrick High School or the CEC in Wallaceburg, whichever is closest to their home, by their supervisor. Travel allowance shall be paid when the aforementioned Employees travel to a work location which is in excess of fifteen (15) kilometers from the assigned home base. The calculation for travel reimbursement shall commence in excess of 30 kilometers for the entire day travelled.

Article 34 **Major Technological Changes**

34.01 The Board shall notify the Union before the introduction of any major technological changes, which will impact members of the Bargaining Unit.

34.02 The Board shall update the Union on any technological change at a Joint Liaison Committee meeting.

34.03 An Employee about to be affected by the technological change shall be allowed a reasonable training period to acquire the necessary knowledge or skills. Where training to enable Employees to adapt to technological change would be reasonably practicable, the Board agrees to provide the training.

34.04 No such Employee as in 33.03 above shall be dismissed or have his/her regular hours or rate of pay reduced by the Board because of technological change provided the Employee has the skills, experience, ability and qualifications to perform the work that remains available.

Article 35 **Professional Development**

35.01 When the Board in consultation with the members of CUPE 4168, determines the need for professional development, in-servicing will be held.

- 35.02 The in-service agenda and related costs must be approved by the appropriate Superintendent.
- 35.03 This day will be held on a Board scheduled Professional Development Day.
- 35.04 Where it is determined by the Board that the attendance is mandatory, invited Employees will be paid at their normal daily rate of pay. If the invited Employee does not attend the in-service session, he/she will not receive payment for this time.

Article 36 Job Security

- 36.01 The Board agrees not to contract out Bargaining Unit work to the extent it will cause layoffs or loss of regular hours to permanent Employees of the Board as of the date of ratification. Furthermore, the Board will not systematically replace the work currently performed by a member of the Bargaining Unit. It is understood that in the case of Maintenance staff and Computer Technician staff where there is no suitably qualified applicant for the Vacancy, the Board may contract out the work, until such time as a qualified applicant can be placed. The Board does not intend to systematically replace full time Employees with part-time Employees.

Article 37 Custodial, and Maintenance

- 37.01 The Board agrees to supply three (3) sets of uniforms per year. The Employee has the discretion to purchase a jacket, coat, safety shoes or any other work related clothing as approved by the Plant Supervisor, in lieu of one (1) set of the three (3) uniforms up to a value equal to one uniform set. Maintenance Employees will be supplied a winter jacket or insulated coveralls in addition to the three (3) uniforms to be mutually selected.
- 37.02 Maintenance staff shall wear CSA approved safety shoes. Upon proof of purchase, the Board shall pay up to \$125.00 per Employee per year for the safety shoes.
- 37.03 If approved by the appropriate Manager, tools required for each maintenance position may be provided by the Board.
- 37.04 Each Employee will have two lists approved by the appropriate Manager listing all tools to be used on Board business. One list will be for Employee owned tools and one for Board owned tools. Each list will be annually, verified for accuracy by each respective Employee.
- 37.05 The Board will replace with like kind, at its costs, all Employee owned tools on approved lists which in the course of Board business have been worn, broken, stolen, or lost subject to reasonable limits and circumstances as determined by the appropriate Manager.
- 37.06 The lists of tools will be submitted to the appropriate Manager by each Employee no later than January 15th of each year and will be validated and approved by the appropriate Manager no later than March 1 of each year.

Article 38 General

38.01 Job Classification

- (a) Should the Board establish a new position, the applicable wage rate will be determined as a result of Job Evaluation.
- (b) The rate of pay for any position not covered by Schedule "A" (wage rates) which may be established during the life of this Agreement, shall be subject to negotiations between the Board and the Union. The new rate shall become retroactive to the time the position was first filled.
- (c) The Board agrees that no job(s) shall be reclassified without prior notification and consultation.

38.02 In the event the Board merges with any other body, the Board where it has the authority to do so, will endeavor to ensure that:

- (a) Unionized Employees shall be credited with all Seniority rights with the new Board
- (b) All service credits relating to vacation with pay, sick leave credits, pensionable service, and other benefits shall be recognized by the new Board
- (c) All work and services now performed by-members of the Canadian Union of Public Employees Local 4168, shall continue to be performed by CUPE members with the new Board.

The Board agrees to include CUPE Local 4168 in all discussions pertaining to the above.

Article 39 – Administration of Medication

39.01 The Board shall through existing or supplementary insurance coverage adequately insure Employees against claims arising from the administration of medication in accordance with Board policy or directives for those Employees who must deal with medical procedures.

Article 40 Duration

40.01 This Agreement shall commence on the 1st day of January, 2003 and end on the 31st day of December, 2005 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.

Signed this _____ day of March, 2003.

FOR THE BOARD

FOR CUPE 4168

**WAGE RATE PROGRESSION
SCHEDULE A – JOB GROUPS**

- Group A Financial Planning Assistant, Secretary – CEC, Custodian, Maintenance – Labourer, Locksmith, Painter/Finisher, Library Technician – Professional Library/System Cataloguer, Education Assistant – JK/SK
- Group B Accounts Payable Clerk, Library Technician – Elementary, Payroll Clerk, Education Assistant – Special Education (General/Self Contained)
- Group C Maintenance – AV Technician, Plumber, Library Technician – Secondary, Secretary-Secondary, Maintenance – Semi-Skilled, Electrician
- Group D Computer Technician, Maintenance – Electrician, Secretary Elementary
- Group E1 Head Secretary – Secondary
- Group E2 Licensed Electrician – Licensed Plumber
- Group F Maintenance – Semi Skilled, HVAC, Plumber, Roofer, Carpenter
- Group G Grandfathered Maintenance
- Note: The three (3) dollar out of schedule adjustment is paid without prejudice or precedent and shall not be used in the job evaluation process for comparison purposes.

Schedule A - Continued

Schedule A	Effective January 1, 2003				3%
Group	Experience				
	Probation 1st 6 months	After 6 months	1 Year	2 Year	
A	\$ 14.98	\$ 15.47	\$ 15.80	\$ 16.63	
B	\$ 16.78	\$ 17.33	\$ 17.72	\$ 18.64	
C	\$ 16.95	\$ 17.52	\$ 17.90	\$ 18.84	
D	\$ 17.12	\$ 17.70	\$ 18.08	\$ 19.02	
E1	\$ 17.61	\$ 18.20	\$ 18.59	\$ 19.57	
*E2	\$ 20.10	\$ 20.67	\$ 21.05	\$ 22.00	
F	\$ 16.78	\$ 17.33	\$ 17.72	\$ 18.64	
G				\$ 19.16	
*E2 = one-time \$3.00/hr increment					
Rate for Temporary and Casual Employees 80% of the year 2 rate for the applicable group					
Schedule A	Effective January 1, 2004				2%
Group	Experience				
	Probation 1st 6 months	After 6 months	1 Year	2 Year	
A	\$ 15.28	\$ 15.78	\$ 16.12	\$ 16.96	
B	\$ 17.12	\$ 17.68	\$ 18.07	\$ 19.01	
C	\$ 17.29	\$ 17.87	\$ 18.26	\$ 19.22	
D	\$ 17.46	\$ 18.05	\$ 18.44	\$ 19.40	
E1	\$ 17.96	\$ 18.56	\$ 18.96	\$ 19.96	
E2	\$ 20.50	\$ 21.08	\$ 21.47	\$ 22.44	
F	\$ 17.12	\$ 17.68	\$ 18.07	\$ 19.01	
G				\$ 19.54	
Rate for Temporary and Casual Employees 80% of the year 2 rate for the applicable group					
Schedule A	Effective September 1, 2004				1%
Group	Experience				
	Probation 1st 6 months	After 6 months	1 Year	2 Year	
A	\$ 15.43	\$ 15.94	\$ 16.28	\$ 17.13	
B	\$ 17.29	\$ 17.86	\$ 18.25	\$ 19.20	
C	\$ 17.46	\$ 18.05	\$ 18.44	\$ 19.41	
D	\$ 17.63	\$ 18.23	\$ 18.62	\$ 19.59	
E1	\$ 18.14	\$ 18.75	\$ 19.15	\$ 20.16	
E2	\$ 20.71	\$ 21.29	\$ 21.68	\$ 22.66	
F	\$ 17.29	\$ 17.86	\$ 18.25	\$ 19.20	
G				\$ 19.74	
Rate for Temporary and Casual Employees 80% of the year 2 rate for the applicable group					
Schedule A	Effective January 1, 2005				2%
Group	Experience				
	Probation 1st 6 months	After 6 months	1 Year	2 Year	

A	\$ 15.74	\$ 16.26	\$ 16.61	\$ 17.47
B	\$ 17.64	\$ 18.22	\$ 18.62	\$ 19.58
C	\$ 17.81	\$ 18.41	\$ 18.81	\$ 19.80
D	\$ 17.98	\$ 18.59	\$ 18.99	\$ 19.98
E1	\$ 18.50	\$ 19.13	\$ 19.53	\$ 20.56
E2	\$ 21.12	\$ 21.72	\$ 22.11	\$ 23.11
F	\$ 17.64	\$ 18.22	\$ 18.62	\$ 19.58
G				\$ 20.13
Rate for Temporary and Casual Employees 80% of the year 2 rate for the applicable group				

Letter of Agreement

TERMS OF REFERENCE FOR PAY EQUITY AND INTERNAL EQUITY MAINTENANCE

PREAMBLE

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

JOINT JOB EVALUATION COMMITTEE

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

- a) 3 representatives from CUPE
- b) 3 representatives from the Board.

A quorum for the Joint Job Evaluation Committee meeting shall be a minimum of four members.

(two each minimum from CUPE and the Board)

The JJEC shall meet to review new evaluations and for re-evaluations at the request of either party but no more than quarterly and no less than annually.

The position of Chairperson to the JJEC shall alternate between CUPE and the Board.

Accurate minutes and rating documentation of the JJEC must be kept by the Recording Secretary of the JJEC. The Recording Secretary shall not participate in any rating decisions. The person appointed to this role shall be by mutual consent of the parties.

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

If consensus cannot be reached, see Settlement of Disagreements.

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

MAINTENANCE PROGRAM

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

- 1.2 Whenever the Board changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description and/or job analysis questionnaire does not reflect the duties/responsibilities of the job, the following procedures shall be followed.
 - a) The incumbent(s)/Union or the supervisor/Board may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Appendix B);

 - b) Upon receipt of a completed Job Evaluation Reconsideration Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve the interviewing of incumbent(s) and the supervisor(s) and visits to the job site by two appointed JJEC members (1 Union/1 Board), as well as information from the Job Evaluation Questionnaire and/or Job Description as appropriate. Based on this information, the Committee shall update the job description and/or job analysis questionnaire as necessary;

 - c) Where the job description and/or job analysis questionnaire has been changed, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and the supervisor of its decision (Appendix A). The rating of the job shall determine the job group and the wage rate for the job;

 - d) If the job is rated in a job group with a wage rate higher than the existing pay rate, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form was submitted or the new duties were assigned, whichever is earlier. The incumbent(s) shall retain the same place on any increment grid. All economic adjustments negotiated from time to time shall be calculated upon the appropriate wage rate classification;

 - e) If the job is rated in a job group with a wage rate lower than the existing wage rate the incumbent in the job shall have their current wage rate frozen until such time as the wage rate for the job group meets or exceeds the current wage rate of the incumbent.

- 1.3 Whenever the Board wishes to establish a new job, the following procedures shall apply;
 - a) The Board shall prepare a new job description for the job;

- b) The JJEC shall meet to establish a temporary rating for the job based on the new job description. This temporary rating will place the job in a job group and the applicable wage rate will apply.
- c) The job shall be posted and any person appointed to the job shall be paid the temporary wage for the job group;
- d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a job Analysis Questionnaire which shall be submitted to the JJEC for rating according to the previously agreed to procedure. The wage rate shall be paid to each incumbent effective the date of his/her appointment to the job.

SETTLEMENT OF DISAGREEMENTS

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

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

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

APPLYING THE RATING TO THE WAGE RATE CLASSIFICATION

- 3.1 The total point allocation resulting from the job evaluation process shall be used to determine the wage range for the job groups subject to agreement by the parties.

AMENDMENTS

The parties from time to time may amend the terms of reference and/or waive provisions therein for pay equity and/or internal equity maintenance by mutual agreement.

Letter of Agreement

Lay Off and Recall

The Parties agree to the following layoff bumping procedure for the duration of the collective agreement. This letter of agreement shall expire December 31, 2005.

For purposes of this Agreement, Occupational Group is defined as the following:

- (i) Custodian, Courier and Labourer
- (ii) Educational Assistant
- (iii) Clerical/Secretarial (Board Office and School)
- (iv) Library Staff Secondary/Library Staff Elementary/Library Technician-Professional Library
- (v) Computer Technician
- (vi) Trades/Maintenance

Step 1 **Same Title/Same Level**

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

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

Step 2 **Same Occupational Group/Same Level**

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

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

Step 3 **Same Occupational Group/Lower Level**

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

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

ZONES-BUMPING

1. Sarnia-Corunna
St. Joeseph (Corunna)
St. Anne (Sarnia)
St. Christopher
St. Patrick
Gregory A. Hogan
Sacred Heart (Sarnia)
St. Benedict
St. Margaret
St. Helen
St. Peter
St. Therese

2. Forest-Watford-Bright's Grove-Petrolia-Wyoming
St. John Fisher
St.Peter Canisius
St. Michael (Bright's Grove)
St. Philip
Holy Rosary

3. Port Lambton-Wallaceburg-Turnerville(Board Office)
Sacred Heart (Port Lambton))
St. Elizabeth
Christ The King
Holy Family
St. Michael (Turnerville)

4. Chatham-Tilbury
St.Agnes
George P.Vanier
John Uyen
St. Joseph
Our Lady of Fatima
St. Ursula
Ursuline College
St. Vincent
St. Joseph (Tilbury)

5. Blenheim-Ridgetown-Bothwell-Thamesville
St. Anne
St. Mary
St. Michael
St. Ignatius
St. Paul

Letter of Agreement

Long Term Disability

The parties agree to market the Long Term Disability plan for the custodial and maintenance group with the view to restructure the plan in order to lower premium rates.

The implementation of a new program will be initiated no later than sixty days following the date of ratification of this agreement.

Letter of Agreement

Criminal Background Checks

During the current negotiations the parties discussed the implementation of Rg. 521/01, which requires the Board to collect Criminal Background Checks (CBC) on current Employees and annual Offenses Declarations.

The parties agree to implement the process of collections of CBC's and to the implementation of the process developed by the provincial body coordinated by OPSBA, which includes the assistance/involvement of the Unions.

The Board agrees to cover the costs of the CBC of current permanent Employees provided the Employees follow the process outlined in the Board Policy. Employees who elect to acquire a CBC through their local Police Service shall do so at their own expense.