

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 1165-1)
(Hereinafter referred to as CUPE or Union)

REPRESENTING

OFFICE, CLERICAL AND TECHNICAL EMPLOYEES

and

NEAR NORTH DISTRICT SCHOOL BOARD
(Hereinafter referred to as the Board or Employer)

September 1, 2008 to August 31, 2012

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ARTICLE 1 – PURPOSE

- 1.0 The purpose of this Agreement is to establish the terms and conditions of employment of all members of the bargaining unit of CUPE employed by the Board, including salaries, benefits, working conditions and other matters, and to provide a fair and expeditious procedure for the resolution of grievances, which may arise.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Board recognizes CUPE as the exclusive bargaining agent authorized to negotiate and to participate in the administration of this Agreement on behalf of all office, clerical and technical employees employed by the Board, save and except Supervisors and persons above the rank of Supervisors, Executive Assistants, Human Resources staff, Project Coordinator Systems Analyst, E-mail System Administrator and students hired during the summer period.

The parties agree to meet, when the Employer creates a new position or when the job title of an existing position is changed, to discuss whether or not the position should be part of the Union. In the event that the position becomes part of the Union, the rate of pay shall be subject to negotiations between the Board and the Union.

2.02 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except in cases agreed to by the Union or in cases of emergency. No bargaining unit work shall be done under the auspices of an Ontario Works (workfare) or similar program.

- 2.03 Both parties recognize that each has the right to have other advisor, agent, counsel, solicitor or other duly authorized representatives to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this Collective Agreement.

2.04 Definitions

Full-time employee – Any person who is permanently employed for more than seventeen and a half (17 ½) hours per week.

Part-time employee – Any person who is permanently employed for seventeen and a half (17 ½) hours or less per week.

Part-time employees may work more than seventeen and a half (17 ½) hours per week on a temporary basis to cover absences due to illness/accident, vacations, leaves of absence and still retain part-time

status. Assignments relative to this type of absence shall be for periods not exceeding six (6) months. Where it is known that such assignments will exceed a continuous period of thirty (30) working days, the posting provisions of this Agreement shall apply. A part-time employee shall be entitled to all rights, benefits and privileges of this Collective Agreement unless specifically referenced otherwise.

A temporary employee is a person who is hired to replace a full-time or part-time employee who is absent or to fill other vacancies on a job posting and will be paid the rate of the classification.

All other employees not defined above will be considered casual and will be paid at the casual rate.

2.05 Correspondence

- a) All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Manager of Human Resources and Recording Secretary of the Union.
- b) The Employer shall notify the Union of all hiring, resignations, retirements, promotions, demotions, deaths or other terminations of employment.

2.06 New Employees

The Board agrees to acquaint new employees with the fact that a Collective Agreement is in effect and will provide employees with copies of the Collective Agreement. The Employer agrees to enclose in the new hiring package, a copy of a letter provided by the Union.

2.07 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives, which may conflict with the terms of this Collective Agreement.

2.08 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

2.09 The Board shall mean the Near North District School Board or its predecessor Boards, unless otherwise indicated.

ARTICLE 3 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.01 The Union recognizes that it is the right of the Board to manage the affairs of the operation to hire, direct, promote, demote, classify, transfer, lay-off, suspend, to discipline employees and to direct the working force of the

Board subject to the terms of this Agreement. The Board shall not exercise its rights to direct the working force in a discriminatory manner. The Board agrees not to discharge or discipline except for just cause.

The Board also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this Agreement.

- 3.02 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement. If the Board has exercised any of these rights in a manner inconsistent with any provision of this Agreement, it may be the subject of a grievance.

ARTICLE 4 – UNION REPRESENTATION

- 4.01 The Board recognizes the right of CUPE to represent a member at any meeting where the conduct or competence of the member is being discussed.
- 4.02 The Union shall advise the Employer in writing of the names of its officers, stewards and members of various committees and any changes thereto.
- 4.03 The Employer shall recognize a Chief Steward and up to 12 stewards. The number and distribution of stewards may be altered by the Union as required.
- 4.04 The Employer shall recognize a Grievance Committee of three (3) employees of which one (1) shall be the Vice President of the Local or his/her representative, the Chief Steward and a steward.
- 4.05 The Employer shall recognize a Bargaining Committee of not more than six (6) employees to be elected or otherwise appointed by the Union. Time spent attending joint Bargaining Committee meetings shall be without pay. The Board will invoice the Union for the full cost of wages and benefits and the Union will reimburse the Board within thirty (30) days following receipt of the invoice.
- 4.06 Joint Committees

The Board recognizes that from time to time members of the Union will be called upon by the Board to participate on Board Committees (i.e. Health & Safety, Communications Advisory) which are convened during the working day. Members who serve on Board committees shall receive full wages and benefits while attending committee meetings. The Employer agrees to pay mileage for employees who have to travel to these meetings.

- 4.07 Stewards or Grievance Committee members must obtain permission from the Superintendent of Business or designate before absenting themselves from their workplace in order to deal with grievances with the Employer. Union officers must obtain permission from their supervisors before absenting themselves from the workplace in order to deal with the Employer in matters related to this Agreement. Stewards, Grievance Committee members and Union officers shall suffer no loss of wages or benefits for such purposes.
- 4.08 Meetings between the parties shall be held at times mutually agreed to by the parties, unless specifically referenced otherwise in this Agreement.
- 4.09 Union Leave
- 1) An employee elected or appointed to represent the Union at a conference, convention or other Union business shall be granted a leave of absence, without loss of seniority and without pay to attend to the business for which leave is requested, provided;
 - a) Such leave shall be requested, in writing, to the Manager of Human Resources at least two (2) weeks in advance identifying the period of absence and attendee(s). Under unusual circumstances where the Union cannot provide two weeks advance notice, the Union shall forward pertinent information by fax to the Manager of Human Resources requesting the leave.
 - b) The Union recognizes that no more than three (3) employees may be absent at any given time.
 - 2) An employee granted a leave of absence for Union business in 4.09 (a) shall receive his/her normal pay for the period of the leave. The Board will invoice the Union for the full cost of wages and benefits and the Union will reimburse the Board within thirty (30) days following receipt of the invoice.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 There shall be no discrimination by the Employer, the Union or any employee against any employee because of membership, or non-membership in any lawful Union or because of sex, race, colour, creed, age, marital status, nationality, ancestry, place of origin, sexual orientation or political affiliation.

ARTICLE 6 – CHECK-OFF OF UNION DUES

- 6.01 It is agreed by the parties hereto that there shall be a compulsory check-off upon all employees who come within the unit to which this Agreement applies, and it shall continue during the term of this Agreement.

- 6.02 Deductions shall be made from every pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made. The Board shall provide the information in an electronic format or hard copy.
- 6.03 The Union agrees to forward to the Board in writing the amount of dues deductions to be made. An amendment to the current dues deduction shall be presented to the Manager of Human Resources in writing and shall only take effect in the month following the month the amendments were received by the Employer.
- 6.04 T4 Income Tax slips issued by the Board shall state the amount of Union dues deducted.
- 6.05 The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

ARTICLE 7 – UNION ACTIVITIES

- 7.01 The Union shall not conduct Union activities during working hours or on the Employer's premises except as expressly provided herein.
- 7.02 The Union shall be allowed to use the inter-school courier system or electronic mail for the purpose of communicating appropriately with its members, on their own time and in accordance with the Board's Acceptable Use Administrative Guideline.
- 7.03 The Union may be allowed to use school facilities to carry out Union business outside regular working hours providing such facilities are available and approved in advance by the Principal or other Administrative personnel in charge of the facility.
- 7.04 The Board shall provide for the use of the Union space on an existing bulletin board at appropriate locations.

ARTICLE 8 – NO STRIKES OR LOCKOUTS

- 8.01 The Union agrees that there shall be no strike or slowdown during the term of this Agreement on the part of the employees represented by the Union. The Board agrees that there shall be no lockout during the term of this Agreement. The terms "strike and lockout" shall be as defined in the Ontario Labour Relations Act as amended from time to time.

ARTICLE 9 – SENIORITY, LAYOFFS & RECALL

9.01 Seniority

The Board shall maintain one seniority list of all employees of the bargaining unit. Seniority shall mean an employee's continuous service with the Board from date of hire. When addressing seniority issues, all ties shall be broken in the following order.

- By lot in the presence of the bargaining unit President (or designate) and the affected members, if so desired, (tie-breaking meetings will be held outside working hours at the employee's cost and at a time and place mutually agreed by all parties) by placing in a hat the names of all members who are tied. The Manager of Human Resources (or designate) will draw the names. The first name drawn is to be most senior, and so on, until the names of all persons tied have been drawn.
- All employees hired prior to December 31, 2006 will retain their initial date of hire and/or adjusted date of hire and ranking.
- All employees hired after December 31, 2006 will retain their date of hire.

9.02 Seniority is a principle of granting preference to employees within the bargaining unit for promotion, demotion, transfer, lay-off and recalls after lay-off. Seniority shall operate on a bargaining-unit-wide basis. Seniority shall be based on the date of hire with the Employer.

- a) Entitlement to vacation, sick leave, or other benefits that are based on service shall commence from the actual date the employee gained permanent status.
- b) All Temporary vacancies that exceed thirty (30) working days or are anticipated to exceed thirty (30) working days shall be posted in accordance with Article 10.01 (a). All temporary vacancies are to be filled by temporary employees except where a permanent part-time employee wishes to supplement his/her hours of work provided this does not impair their ability to perform the responsibilities of their permanent position. A temporary vacancy is defined as a vacancy whereby the permanent employee is absent or other vacancies for thirty (30) working days or less.

All temporary vacancies that exceed or are anticipated to exceed three months shall be posted in accordance with Article 10.01 (a). Any permanent employee may apply to these positions.

An employee applying for and selected as the successful applicant for a temporary position shall not be entitled to bid on another temporary position until the assignment is completed or upon the return of the permanent employee.

(Vacancies: up to 30 working days = does not have to be posted - use of temps; After 30 working days and up to 3 months = part-time to increase hours and/or temps; After 3 months = anyone can apply).

When a temporary position goes beyond six (6) months' continuous service, the replacement employee will be considered as of that date to be permanently employed. The full-time employee shall be entitled to all benefits.

- 9.03 A seniority list shall be posted on the bulletin boards yearly by January 31, showing the name, classification, and seniority date. Copies of the seniority list will be supplied to the Union upon request. Employees shall have twenty (20) working days from posting the seniority list in which to file written objections to the Manager of Human Resources. The Manager of Human Resources will inform the President of the Union and the parties shall endeavour to resolve the issue. If in the opinion of both parties the objection is valid, an amended seniority list will be issued.

9.04 Probationary Employees

New full-time and part-time employees shall be considered probationary employees until they have completed three (3) months of continuous service from the date of hire. New temporary and casual employees shall be considered probationary employees until they have completed 60 working days from the date of hire. A probationary employee shall be entitled to all the rights, benefits and privileges of the Collective Agreement unless specifically referenced otherwise. The probationary period may be extended by mutual agreement of the parties. Working day shall be the equivalent of a 7 hour day.

A probationary employee may not apply to another position until the probationary period is completed except where an employee wishes to supplement his/her hours of work provided this does not impair their ability to perform the responsibilities of their existing position.

9.05 Transfer and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If the employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority for a period of up to 60 sixty days. After this date, the employee must declare either to remain outside the unit or to transfer back into his/her former position.

9.06 Loss of Seniority

Employees shall be removed from the seniority list and terminated when the employee:

- Retires or resigns and does not withdraw within 3 days.
- Is discharged for just cause and is not reinstated.
- Fails to return to work after the completion of a leave of absence, which has been granted by the Employer, except where the reason is acceptable to the Employer.
- Fails to return to work within 10 calendar days following receipt of a recall notice via registered mail/priority post. It is the responsibility of the employee to notify the Board if unable to return to work on the specified date. It is also the responsibility of the employee to ensure the Board has the current address.
- Is laid off for a period of 2 years for full-time and part-time employees.
- Is absent from work without permission for three (3) or more consecutive days without providing a reason acceptable to the employer
- When temporary employees do not work in a twelve-month period.

The Employer shall notify the employee and the Union in writing of any termination of employment resulting from the above.

9.07 Lay-Off and Recall

(Applicable to employees in a permanent posted position)

- a) Definition of Lay-Off - A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.
- b) Unless the Employment Standards Act is more favourable to the employees the Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work during the lay-off notice period, the employee shall be paid the days for which work was not made available. Copies of lay-off notices shall be sent to the Union.
- c) Both parties recognize that job security shall increase in proportion to the length of service. Therefore the Board agrees that in the event of lay-off, employees shall be laid off in reverse order of their seniority and where employees are recalled, they shall be recalled in the reverse order in which they were laid off.

The laid off employee may bump a junior employee provided the employee has the ability, knowledge, training and qualification to perform the work. Laid off employees must exercise their bumping rights within five (5) days of being notified of lay-off.

If the employee's selection to bump into a position is denied, the Employer will provide the employee and the Union in writing with the qualifications which the employee lacked to perform the work.

Employees who are affected by layoff shall be afforded a seven (7) working day familiarization period.

9.08 Both parties recognize that benefits will not accrue during lay-off period. However, benefits will be paid to the end of the month in which the employee is laid off.

9.09 Retention of seniority is defined in Article 9.07.

- a) Notice of recall shall be made by telephone with a letter sent to the employee's last known address. The Union will be provided with a copy of the recall notice.
- b) It shall be the employee's responsibility to ensure the Board has the current address.
- c) The employee must notify the Manager of Human Resources of their intent to report for work within 10 calendar days following receipt of a recall notice.
- d) Employees on lay-off shall be offered temporary vacancies that are expected to exceed ten (10) working days but not more than 3 months. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

9.10 Grievance on Lay-Offs

Grievances concerning lay-offs shall be initiated at Step 2 of the grievance procedure.

ARTICLE 10 – JOBPOSTING

10.01 New jobs and vacancies

- a) When new jobs are created and vacancies occur which the Employer intends to fill, the Board shall post the position in all work locations for five (5) working days on Wednesdays where possible but not on Mondays. Applications for the posted positions shall be in writing on forms provided by the Employer. Copies of job postings shall be sent to the Recording Secretary of the Union.

The posting shall contain the following information; classification, location, qualifications, hours of work, required knowledge or skills and rate of pay.

During the summer months, employees may call the Head Office by using the 1-800-278-4922 ext. 5041 phone number and Board Website to inquire about job vacancies and if interested in such

positions may fax their application through the Board office at no cost to the employee.

- b) All temporary vacancies that exceed thirty (30) working days or are anticipated to exceed thirty (30) working days shall be posted in accordance with Article 10.01 (a) above. Employees filling temporary vacancies shall upon completion revert to their former position, place of work, classification and wage held immediately preceding the assignment to the temporary position.

10.01 Vacancies shall be filled on the following basis of seniority in the bargaining unit provided that the senior applicant possesses the skills. In determining who is successful in the job vacancy, the following shall apply. When in the judgement of the Employer, which shall not be exercised in an arbitrary or discriminatory manner the ability, knowledge, training, skill and physical fitness of the individual to fulfil the normal requirements of the job and his/her capability for the job requirements are relatively equal as between two (2) or more employees, then their relative seniority ranking shall govern.

10.02 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present Union members have been fully processed.

10.03 a) Trial Period

The successful applicant shall be placed on a trial period of one (1) month. Conditional on satisfactory service, the employee shall be declared permanent after the period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job, the employee shall be returned to his/her former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to his/her former position, wage or salary rate without loss of seniority.

- b) The trial period as outlined in 10.03a) above shall not apply in temporary postings.

10.04 No full time position shall be eliminated by reason of the duties being assigned to one or more part time (casual) employees.

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

11.01 Application

Where a difference arises between the parties hereto, or between the employees and the Employer relative to the interpretation, application, or administration of this Agreement including any question as to whether the matter is arbitrable, or whether an allegation is made that this Agreement has been violated, the matter shall be dealt with in the following manner:

11.02 Employees' Complaints and Grievances

It is agreed that an employee has no grievance until he/she has given his/her immediate supervisor an opportunity to adjust his/her complaint.

The aggrieved employee(s) will submit the grievance to his/her steward. If the employee's steward is absent, he/she may submit the grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the grievance procedure, the grievor shall have the right to be present.

11.03 Step 1

The Chief Steward and/or another member of the Grievance Committee will submit a written grievance form to the immediate supervisor within ten (10) days from the time the employee brought the matter to the attention of his/her immediate supervisor. The supervisor will reply in writing within ten (10) working days.

11.04 Step 2

Failing settlement being reached in Step 1, the Grievance Committee may, within ten (10) working days, submit the written grievance to the Superintendent of Business. The Grievance Committee and the Superintendent of Business shall meet within five (5) working days of the receipt of the written grievance. The Superintendent of Business shall reply in writing within ten (10) working days of the meeting.

Step 3

If the grievance is not deemed settled on the basis of the answer in Step 2, the Union shall, within ten (10) working days of the receipt of the answer given in Step 2, notify the Superintendent of Business, in writing, of its desire to submit the grievance to arbitration and/or mediation.

11.05 Group or Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Union/Employer or group of employees are affected,

the Union Grievance Committee/Superintendent of Business shall commence the grievance at Step 2. The timelines for a group or policy grievance shall be ten (10) working days from the time the Union/Employer or group of employees became aware of the circumstances giving rise to the grievance, or after the date when the event could reasonably have been detected.

11.06 Discharge or Discipline Grievances

In the case of a discharge or discipline grievance, the matter may be initiated by the aggrieved employee in writing within ten (10) working days of the discharge or discipline at Step 2 of the grievance procedure.

11.07 Probationary Employees

It is agreed that the dismissal of a probationary employee shall not be made the subject of a grievance.

11.08 Witnesses

At Steps 1 and 2 of the grievance procedure or at arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises, which may be relevant to the settlement of the grievance to view any working conditions.

11.09 Time Limits

The time limits fixed in the grievance procedure may be extended by mutual consent of the parties to this Agreement.

11.10 Enforcement

Grievance settlements at any stage of the grievance procedure shall be binding upon both parties and shall be subject to enforcement in the same manner as a decision under the arbitration procedure.

11.11 Authority

Discharge or discipline grievances may be settled by confirming the Employer's actions in dismissing or disciplining employees, or by reinstating the employees with full, partial, or no compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the parties, or of the arbitrator.

11.12 Arbitration

Application - Any difference of opinion relating to interpretation, administration, application or alleged violation of this Agreement, which cannot be settled after exhausting the grievance procedure shall be settled by arbitration as follows:

a) Arbitrator – The Employer and the Union shall choose a mutually agreeable arbitrator who shall hear the arbitration. Should the Employer and the Union fail within five (5) days to agree to an arbitrator, either party may apply to the Ministry of Labour requesting the appointment of an arbitrator. The parties shall indicate to the Ministry of Labour the names of those persons whom they failed to agree upon, and the Ministry of Labour shall not appoint one of the persons named. The arbitrator shall hear the evidence of both parties and shall render his decision within thirty (30) days of the completion of taking evidence. The decision of the arbitrator shall be final and binding and enforceable on both parties. The parties shall jointly and equally bear the expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

b) Powers of the Arbitrator
The arbitrator shall not have the power to add to, or subtract from or change the provisions of this Collective Agreement in any manner whatsoever.

- 11.13 a) No employee shall be discharged, suspended or disciplined without just cause. Such employee and the Union shall be advised in writing by the Employer of the reason for such action.
- b) At the time formal discipline is imposed, an employee shall have the right to the presence of his/her steward. The Employer shall notify the employee of this right in advance.

ARTICLE 12 – ACCESS TO FILES

12.01 Access to Personnel File

The personnel file respecting an employee shall be maintained in the Human Resources Department of the Board and shall be available and open to the employee and/or a person authorized in writing to act on the employee's behalf for inspection in the presence of a Board Human Resources Department Staff at any reasonable time during the regular working hours of the department. The employee's personnel files may be viewed at either resource centre provided two (2) weeks notice is given.

The employee may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the employee.

If the employee disputes the accuracy or completeness of any such information other than an evaluation, the Board shall, within twenty (20) school days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm, amend or remove the information.

Where the Board amends or removes information as outlined in this article, the Board shall at the request of the employee notify all persons who received a report based on the prior information.

An employee may place comments on any materials kept on file pertaining to the employee.

No later than three (3) years after the date of issue, or less at the discretion of the Director, any disciplinary documents or adverse job-related correspondence contained within an employee's personnel records and files shall be removed and returned to the employee unless further disciplinary action has occurred for the same or similar offence within that period. This does not apply to documents or correspondence, which the Board is required to retain by law. These will be kept in a sealed envelope separate from the employee's files and will only be opened when the Board is required by law to open them.

ARTICLE 13 – ANNUAL VACATIONS

(Applicable to employees in permanent posted positions)
(Annual vacation is based on September 1 to August 31.)

- 13.01 a) Twelve-month - Employees shall receive annual vacations with pay in accordance with the employee's years of employment as follows: For annual vacation purposes only, the increase of vacation entitlement will become effective on the employee's anniversary date and will be prorated for that year. Vacation for part-time permanent employees shall be pro-rated in accordance with their regular hours of work.

Effective September 1 2002

Up to 3 years of continuous service	10 days
After 3 years of continuous service	15 days
After 10 years of continuous service	20 days
After 15 years of continuous service	25 days
After 21 years of continuous service	26 days
After 22 years of continuous service	27 days
After 23 years of continuous service	28 days
After 24 years of continuous service	29 days
After 25 years of continuous service	30 days

Vacation entitlement must be used within a twelve-month period (September 1 – August 31). Vacation credits may not be carried forward from year to year.

Vacation entitlement shall be pro-rated for any loss of pay of 1 (one) month or greater.

- 13.01 b) Ten-month employees shall receive annual vacation with pay in accordance with the employee's years of employment as follows: For annual vacation purposes only, the increase of vacation entitlement will become effective on the employee's anniversary date and will be prorated for that year. Vacation for part-time permanent employees shall be pro-rated in accordance with their regular hours of work.

Effective September 1, 2002

Up to 3 years of continuous service	4%
After 3 years of continuous service	6%
After 10 years of continuous service	8%
After 15 years of continuous service	10%
After 21 years of continuous service	10.4%
After 22 years of continuous service	10.8%
After 23 years of continuous service	11.2%
After 24 years of continuous service	11.6%
After 25 years of continuous service	12%

Ten-month employees will receive vacation pay on a bi-weekly basis

- b) Vacation entitlement shall be pro-rated for any interruption of pay by the Employer greater than one (1) month.
- c) Part-time employees (not in a permanent posted position) shall receive vacation pay at the rate of 4% of gross regular wages paid on a bi-weekly basis.

13.02 Requests for Vacation Time Off

An employee shall be entitled to receive their vacation in blocks of 5 working days unless otherwise mutually agreed upon by the employee and Employer. The Employer will make every reasonable effort to grant an employee his/her vacation when specified by the employee. Preference in choice of vacation time shall be given to employees with a greater length of continuous service.

Twelve-month employees requesting vacation time off during July and August must submit their request by March 15 of each year. All other times must be submitted at least two (2) weeks in advance.

13.03 Vacation requests must be provided in writing on the appropriate form and approved by the employee's immediate supervisor and forwarded to the Human Resources Department.

13.04 Should an employee's vacation period fall during a paid statutory holiday, the employee shall be entitled to schedule another day's vacation in lieu.

13.05 Early Termination

An employee terminating employment who has not used up his/her entitlement shall receive pay in lieu of such vacation. Or if an employee is terminating employment who has taken vacation time in excess of time earned, shall reimburse the Board for such time. Arrangements to reimburse the Board must be made prior to final payment.

ARTICLE 14 – CUMULATIVE SICK LEAVE

(Year is defined as September 1 to August 31)

- 14.01 a) A sick leave credit system is hereby established for employees in permanent posted positions. The administration of the system shall be vested in the Superintendent of Business. (Sick leave shall be pro-rated for other than full time.)
- b) The Board shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power to allow or disallow any sick leave credit or deduction therefrom.
- c) At the commencement of permanent employment, or at the beginning of each working year, the employee's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month. Accumulated sick leave credits shall not exceed the following caps:
- i) Employees of the NNDSB who have accumulated more than 250 days as of September 1, 2000 shall have their sick leave days capped at that value. However, if through usage of sick leave days the number falls below 250, that employee shall subsequently be capped at 250.
- ii) Employees of the NNDSB who have fewer than 250 days as of September 1, 2000 shall be capped at 250 days.
- d) The Board shall keep a record of the accumulated credits and the deductions therefrom.

Full time employees shall be entitled to sick leave credits at the rate of two (2) days for each month when being paid by the Board. Total accumulation shall be twenty-four (24) days per year. The employee shall be credited annually with 100% of the unused portion of the sick leave days. Employees who are on Board approved secondment to other employers and union leave shall accumulate sick leave at the rate specified.

- e) When an employee is absent due to illness, the Board may require the employee to submit a certificate from a qualified medical or dental practitioner. The cost of such a certificate shall be paid by the Board.
- f) Absence due to pregnancy/parental leave is excluded from this plan; however, illness due to pregnancy can be covered by this plan.
- g) If an employee submits a resignation effective earlier than the 1st day of the working year, deduction shall be made from the employee's sick leave credits for the remaining months of the year at the rate of two (2) days per month.

14.02 Retirement Allowance

An employee who meets the requirements below will qualify for a retirement gratuity based on the number of accumulated sick leave days and the number of years of service in accordance with the following formula:

$$G = \frac{Y}{20} \times \frac{N}{200} \times \frac{S}{2}$$

Where:

G	=	Value of gratuity
Y	=	Number of years of service with the Near North District School Board and its predecessor Boards (maximum of 20)
N	=	Number of accumulative sick leave days earned with the Near North District School Board and its predecessor Boards (maximum of 200)
S	=	Annual Salary

14.03 The retirement allowance may not exceed 50% of the annual salary at the time of retirement.

14.04 To qualify for a gratuity, an employee must be eligible for a pension, be at least fifty (50) years of age, and have a minimum of twelve continuous (12) years of service with the Board.

14.05 Payment of the retirement gratuity shall be made on the following basis:
Notice of retirement must be received by April 30, in order to receive the

gratuity in September or such other date as the employee requests, provided it is in the next budget year (budget year September 1 to August 31).

- 14.06 The parties recognize that gratuity payments must be budgeted. Therefore, if retirement notice is not received prior to April 30, the gratuity payment will be postponed for 15 months following receipt of notice.
- 14.07 A retirement gratuity shall be paid to the estate of the employee who qualifies for a gratuity under Article 14.02 if the employee dies while in the employment of the Board. The gratuity shall be calculated in accordance with this on the date of the employee's death.
- 14.08 When an employee is absent because of sickness other than paid compensation (WSIB) such employee shall be paid for statutory holidays that occur during the time that the employee is entitled to and is receiving sick leave credits. However, such day shall be deducted from the employee's sick leave credits.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Personal Leave Without Pay

An employee may request a leave of absence for personal reasons without pay. Such a request must be submitted in writing to the immediate supervisor for approval by the Manager of Human Resources.

15.02 Short term Leaves

(Applicable to employees in a permanent posted position)

A leave of absence for any of the following reasons shall be granted by the employee's immediate supervisor and shall be with pay, and without loss of sick leave:

- a) Where an employee is writing examinations and:
 - The examination is written in conjunction with improvement of qualifications or professional standing, and the examination is written during work hours; or
 - The examination is written outside work hours, but travel time during work hours is necessary to reasonably arrive at the examination location.

- b) Where an employee is attending his/her own graduation exercises or the graduation of his/her spouse, son, daughter or parent (Grade 8, secondary, post-secondary) and:
 - The exercise occurs during work hours; or

- The exercise occurs outside work hours, but travel time during work hours is necessary to reasonably arrive at the graduation location.
- c) For absence occasioned by the birth or adoption of a son/daughter, a leave of absence not exceeding one day.
- d) In the event of the death of a family member, the provisions of bereavement leave shall be as follows:
 - In the case of immediate family as defined below, a leave of absence up to a maximum of five (5) days
 - In the case of a member outside the immediate family as defined below, or a friend, one (1) day.

Definition of immediate family: parent, parent-in-law, spouse, child, brother, sister, grandparent, grandchild. However, there may be exceptional situations for other relatives. In such cases, the employee may be granted leave, subject to the approval of the immediate supervisor or designate.

- e) An employee shall be allowed a leave of absence for duty by reasons of a summons to serve as a juror, or a subpoena as a witness to any proceedings to which the employee is not a party or one of the persons charged, provided that the employee pays to the Board any fee, exclusive of travelling allowances and living expenses that the employee receives as a juror or witness.
- f) A leave will be granted without deduction of salary or sick leave credit for illness or medical appointments for a member of the immediate family as a result of which the employee is required to be away from work. Such leave shall be limited to a maximum of three (3) days per year (September to August). Immediate family, in this case, shall be limited to son, daughter, spouse, mother or father. Every reasonable effort must be made to take care of the situation by other means.
- g) When an employee is absent due to quarantine by order of the Medical Authorities.

15.03 Pregnancy and Parental Leave

This article shall be in accordance with the Employment Standards Act. The employee must give the Board at least two weeks written notice of the date the leave is to begin and the expected date of return to active duty. The notice must be accompanied with a certificate from a legally qualified medical practitioner stating the expected birth date.

ARTICLE 16 – HOURS OF WORK

16.01 a) Regular Hours

The regular hours of work for full-time employees shall not exceed thirty-five (35) hours per week, Monday through Friday inclusive, except for the period commencing the first week of July and ending one week prior to the official school opening in September. During this period the regular hours of work shall be reduced to 30 hours per week without a reduction in pay.

Ten-month employees shall commence the school year one week prior to students being in attendance and end the last day of the school calendar in June.

- b) The regular workday shall not exceed seven (7) hours per day. Hours shall fall between 8:00 a.m. and 4:30 p.m. unless mutually agreed otherwise.
- c) Hours of work – part-time employees
Part time employees shall normally be called into work as required. Wherever possible, available hours of work shall be distributed on a rotating basis.
- d) All employees shall be entitled to a one (1) hour unpaid lunch period/day unless mutually agreed otherwise.
- e) Notwithstanding the above, part time employees may also have regularly scheduled hours of work as a result of existing circumstances prior to the ratification of this Agreement, or through the job posting procedure.

16.02 The Employer shall give the employee(s) twenty-four hours notice when changing their shift(s) wherever practicable except in cases of emergency. The parties recognize that shifts that may be permanently changed will result in employees evoking the lay-off /bumping process as outlined in Article 9.08

ARTICLE 17 –OVERTIME

17.01 Employees shall be paid for all work performed at the request of the Employer, in excess of the regular daily and weekly working hours at the rate of time and one-half (1-1/2) of the employee's regular rate of pay per hour. Only the immediate supervisor may authorize overtime hours.

17.02 The Employer will make every reasonable effort to divide the overtime and call back equally among employees who are willing and qualified to perform the work.

17.03 An employee who is called back to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at overtime rate.

ARTICLE 18 – STATUTORY HOLIDAYS
(Applicable to employees in permanent posted positions)

18.01 a) Employees shall be paid a normal day's pay at the regular hourly rate for each of the following paid holidays:

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

Plus one floater day at either the Christmas or March break.

Ten-month employees shall not be paid for the following statutory holiday: Civic Holiday.

In the event that the following paid holidays fall on a day set out below, the following schedule of days off with pay shall be observed by all employees

<u>Holiday</u>	<u>Falling On</u>	<u>Day off with Pay</u>
New Year's Day	Saturday	Friday preceding
New Year's Day	Sunday	Friday preceding
Canada Day	Saturday	Monday following
Canada Day	Sunday	Monday following
Christmas Day	Saturday	Friday preceding
Christmas Day	Sunday	Monday following
Boxing Day	Saturday	Monday following
Boxing Day	Sunday	Monday following
Boxing Day	Monday	Tuesday following

- b) Should any of the above paid holidays fall on an employee's regular day off, he/she shall be granted the day off with pay in lieu thereof on a day mutually agreed upon by the Employer and the employee.
- c) An employee required to work on a statutory holiday will be compensated in accordance with the Employment Standards Act.

ARTICLE 19 – RELIEVING IN HIGHER/LOWER GRADES

- 19.01 a) When an employee is authorized to temporarily relieve and perform the duties of a higher classification for one day or more he/she shall receive the rate for the higher classification.
- b) When an employee is temporarily assigned and performs the duties of a lower rated classification, he/she shall receive the rate of their current classification.

ARTICLE 20 - ORDERS AND DIRECTIVES

20.01 Employees shall normally receive and accept orders, directives from their immediate supervisor or designate, or an accredited representative of the Employer above the rank of supervisor, whose duties place him/her directly in charge of the employees concerned. For the purpose of this Article, an accredited representative of the Employer will be the principal or designate.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 The Board shall pay 100% of the cost and shall administer the employee benefits outlined below for all full time employees covered by this Agreement subject to the following:

- a) The Bargaining Unit will determine the benefit coverage, subject to the following: the total amount allocated by the Board to cover the cost of extended health care, dental plan and other benefits, shall be set at \$2,500 per full time employee per year. Effective September 1, 2010, the total amount allocated by the Board shall be increased to \$2,663.
- b) The LTD plan must provide a waiting period of not more than 120 continuous days of absence. The employee will be required to apply for and if approved to receive LTD benefits on the 121st day of disability.

There shall be a long-term disability plan selected by and fully paid for by the office, clerical and technical employees. The Board agrees to administer the enrolment, deduction, and remittance of premiums, the provision of available necessary data to the insurer in continuation of assisting office, clerical and technical employees in the administration of claims as has been established through past practice. CUPE Local 1165 is responsible for selecting the carrier and for resolution of any disputes between the employees and the carrier regarding the eligibility of the claim. As a condition of employment all newly hired employees shall be enrolled in the LTD plan.

- c) The Board agrees to deduct at source any required premium payment incurred by the employees.
- d) The Board shall provide, to each full time member, an employee booklet describing the benefits to all members of the Bargaining Unit.
- e) The Bargaining Unit shall be supplied with a copy of updated master contracts between the Board and the insuring companies.

21.02 Subject to the restrictions of the plan, employees receiving Long Term Disability Benefits shall be permitted to pay the full costs of any employee benefits in which they participated at the commencement of the Long Term Disability.

21.03 The amount of the employee's share of the refundable Employment Insurance Rebate shall be refunded to the Bargaining Unit by February 28 for the preceding calendar year

21.04 In the event of the death of a full time employee, the surviving spouse and/or dependents shall be entitled to continue individual and/or family coverage of the benefits set out in Article 21.01 for a period of one year.

21.05 The Employer shall continue to cover 100% of the premium costs for each of the benefits selected by an employee's spouse and/or dependents in accordance with Article 21.01. Coverage extended to the surviving spouse and/or dependents under Article 21.01 will be subject to the terms and conditions of the respective insurance plans.

21.06 A full time employee who has been granted an unpaid leave of absence of greater than one month under the terms of the Collective Agreement shall have the right to continue participation in any of the benefit plans provided the employee pays the total costs.

21.07 Ten-month employees shall continue to accrue benefits during July and August.

21.08 Pension Plans

Every eligible employee shall participate in the Ontario Municipal Employees' Retirement Plan (O.M.E.R.S.)

NOTE: The parties agree that there will be a reconciliation of the benefit plan at the end of December each year. In the event that there is a surplus, the Union will determine the amount, if any, to be paid to the Union. If a deficit exists, the Union or the employees will pay the shortfall to the Board.

ARTICLE 22 – PAY DAYS

22.01 The Employer shall pay salaries and wages every second Friday in accordance with Schedule A attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of his/her wages and deductions. Should a holiday occur on a payday, then the preceding day shall be deemed to be payday for the purpose of this Agreement. The payment shall be deposited electronically at the financial institution of the employee's choice and payment information shall be maintained in the employee HR Portal which can be printed by the employee.

22.02 Overpayment/Underpayment

Errors in creating an overpayment shall be recoverable back to the beginning of the school year in which the error was discovered. The overpayment shall be recovered by equal payments deducted from each pay. The duration of the deduction in pay shall be for the same length of time that has elapsed from the beginning of the school year to the pay period at which the overpayment was discovered. Notwithstanding the foregoing, the employee may mutually agree with the Board to repay the overpayment in a shorter period. In no case shall an employee have monies deducted by the Board in conjunction with this article without first advising the employees

Errors in pay creating an underpayment shall be recovered back to the beginning of the twelve-month period in which the error was discovered and shall be recovered on the next pay.

ARTICLE 23 – GENERAL

23.01 Injury

- a) An employee who is injured during working hours and is required to leave for treatment and a doctor or nurse states that the employee is unfit for further work on that shift, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave.
- b) At the time an injury occurs, the Board shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.
- c) Under the Workers' Safety Insurance Board (WSIB), the Board shall provide protection for full-time employees by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under the cumulative sick leave plan, the Board will augment the

compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the employee shall receive only the compensation award.

Part-time employees will receive the WSIB compensation award only.

23.02 Tuition Fee Support/Professional Development
(Effective Sept. 01/02)

The Board will set aside a sum of money in the budget to address system and individual needs. Where an employee participates in a course/conference approved by their immediate supervisor the employee will be reimbursed the agreed upon cost.

23.03 Severance Pay

An employee who is terminated for a reason other than just cause shall receive severance in accordance with the Employment Standards Act.

23.04 Vehicle Allowance

All employees travelling on authorized Board business shall be reimbursed at the current Board rate per kilometre.

23.05 Contracting Out

No permanent employee will lose employment with the Employer as a result of contracting out during the term of the Agreement.

23.06 Administration of Medication

The employee will administer medication according to the safe practices as outlined in the Administrative Guideline – Administration of Medication. The employee will not be expected to administer without the necessary training or required documentation being filed.

23.07 Pay Equity

The parties will meet during the month of November of each year, for the purposes of reviewing Pay Equity unless another date is mutually agreed upon.

ARTICLE 24 - RULES AND REGULATIONS

24.01 The Employer, in establishing rules and regulations not inconsistent with this Agreement applicable to the employees shall communicate same to the

employees either by posting same on the bulletin board, or by supplying the employees with a written copy of same. Copies of rules and regulations and amendments thereto shall be forwarded to the Union prior to implementation by the Employer.

ARTICLE 25 – PRINTING OF AGREEMENT

25.01 The Employer and the Union agree that members will receive a copy of the Collective Agreement as soon as possible after the signing of the Agreement, and that the Agreement be printed on Board equipment and all costs be paid by the Board if printed on 8 – ½ x 11 paper.

If either party wishes the Agreement to be printed in booklet form, the cost of printing will be shared equally.

ARTICLE 26 – TERMS OF AGREEMENT

26.01 This Agreement shall be in effect from September 1, 2008 and shall remain in effect until August 31, 2012 unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement as set forth in Article 26.02, then it shall continue in effect for a further year without change and so on from year to year thereafter.

26.02 Notice that amendments are requested or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement, or any anniversary date of such expiration date.

26.03 If either party gives a notice of amendments, or termination, the parties shall meet for the purpose of negotiations at the earliest mutual agreeable date prior to the expiration date of this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this agreement

DATED AT North Bay this 23rd day of MARCH 2009

NEAR NORTH DISTRICT SCHOOL BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1165-1

Kathy Hewitt
(Chair of the Board)

Monique Drapeau
CUPE National Representative

J.W. Smith
Secretary of the Board

James W. Ross
CUPE President

Marshe Russell
Chief Negotiator

Anita Houghton
Secretary CUPE

Schedule A - Job Classifications and Rates of Pay

		Sep-1-08	Sep-1-09	Sep-1-10	Sep-1-11
Group 1	Start Rate				
Information Support Specialist	Year 1				
	Year 2	24.18	24.91	25.66	26.43
Group 2	Start Rate	21.72	22.37	23.05	23.74
Computer Tech Sr.	Year 1	22.87	23.55	24.26	24.99
Office Supervisor	Year 2	24.00	24.72	25.46	26.22
Programmer Analyst					
Group 3	Start Rate	20.27	20.88	21.50	22.15
Facilities Support Clerk	Year 1	21.41	22.06	22.72	23.40
Information Tech. Clerk	Year 2	22.56	23.23	23.93	24.65
A/V Computer Tech. (Inter.)					
Library Tech.					
School Secretaries					
Accounting/Purchasing Clerk					
Special Ed. & Coordinator Secretary					
Group 4	Start Rate	18.86	19.44	20.02	20.62
Reception	Year 1	19.38	19.97	20.57	21.18
Library Clerk	Year 2	19.92	20.52	21.13	21.76
Part-Time Employees (Casual) (including vacation pay and statutory holiday)		15.22	15.68	16.15	16.64

Employees currently receiving a salary greater than the classification listed above will remain at their current rate of pay.

- * Office Supervisor positions at the Secondary Panel will be eliminated as positions become vacant (retire, resign or other leaves.)

Within two (2) years of ratification (January 20, 2007) the Employer will provide all classifications with the bargaining unit with an updated copy of the job descriptions.

Letter of Understanding

Between

**The Canadian Union of Public Employees
and its Local 1165-1**

And

Near North District School Board

RE: Joint Labour/Management Committee

At the request of either the Union or the Employer, up to three (3) representatives of each of the parties will meet from time to time during the term of this Agreement to discuss matters of mutual concern, which are related to the workplace. The frequency of the meetings will be determined by the parties, but will normally be at the call of the chair at a mutually agreed upon time and place.

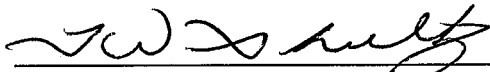
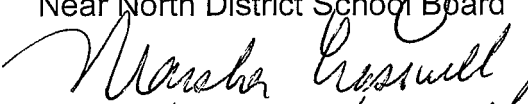

Meetings of the Committee will be held during the regular working day. Time spent attending such meetings shall be considered as working time.

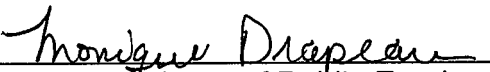
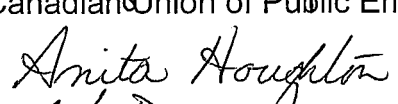
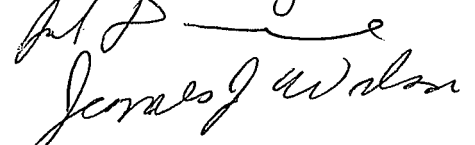
An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of the meeting shall be prepared and signed by the joint chairpersons in a timely fashion.

To assist the Committee to fulfill its mandate the Board will provide information such as financial data, staffing demographics and/or organizational structure.

DATED AT NORTH BAY this 23rd day of MARCH 2009


Near North District School Board




Canadian Union of Public Employees



Letter of Understanding

Between

**The Canadian Union of Public Employees
and its Local 1165-1**

And

Near North District School Board

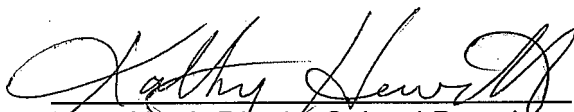
RE: Insurance Carrier


The parties recognize that the Board is the policy holder and that under Article 21.01(e) the Union will be supplied with master copies of the insurance companies benefit program as it pertains to Health Care, Dental or Life Insurance Benefits.

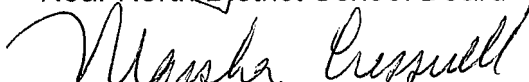
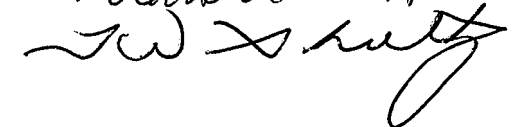
It is also recognized that the Union is the policyholder for Long Term Disability Benefits under Article 21.01 (b) and will provide the Board with a master copy of the policy.

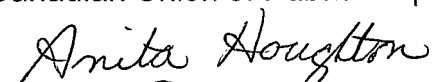
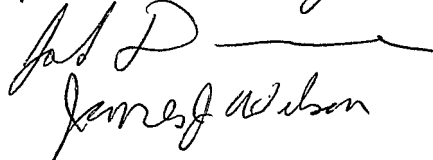
It is understood that the administration of these benefits will be the Board's responsibility as per Article 21.01.

DATED AT *North Bay* this *23rd* day of *MARCH* 2009


Near North District School Board


Canadian Union of Public Employees

Letter of Understanding

Between

**The Canadian Union of Public Employees
and its Local 1165-1**

And

Near North District School Board

RE : Professional Development and Training

The Board will receive, in 2008-2009, a one-time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education in the amount of \$18,515.44 and shall be used to support the professional development of bargaining unit members in 2008-2009 and/or 2009-10. It is understood that the total amount shall be used for professional development activities for members of the bargaining unit but shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

It is agreed that a Labour/Management Committee will meet within sixty (60) days of ratification to review professional development issues and make recommendations for upcoming professional development opportunities for union members.

Mutually agreed upon items will be implemented.

DATED AT *North Bay* this *23rd* day of *MARCH* 2009

FOR THE NEAR NORTH
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND
LOCAL 1165-1

JW Schultz
Marsha Russell
Kathy Hewitt

Monique Duplessis
Anita Houghton
Pat D...

James Wilson

Letter of Understanding

Between

**The Canadian Union of Public Employees
and its Local 1165-1**

And

Near North District School Board

RE: Base Line Staffing

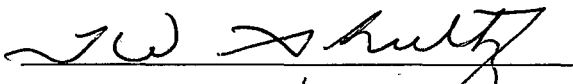
The Board agrees that as of May 27th, 2008 there were 105.0 FTE in the bargaining unit. The parties agree that this letter of Understanding is for information purposes only.


The parties agree that this letter of Understanding is not a guarantee of staffing and is not grievable.

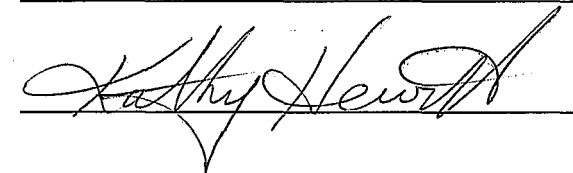
DATED AT North Bay this 23rd day of MARCH 2009

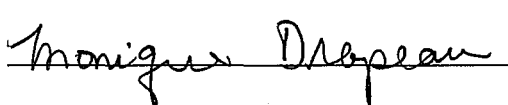
FOR THE NEAR NORTH
DISTRICT SCHOOL BOARD


THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND
LOCAL 1165-1




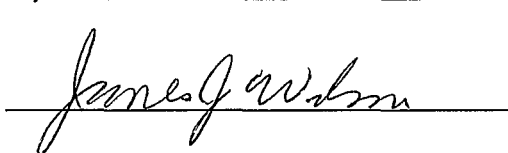












Letter of Understanding

Between

**The Canadian Union of Public Employees
and its Local 1165-1**

And

Near North District School Board

RE: Office Support Staff (Elementary School Secretary)

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-2010 funding for Office Support Staff in elementary schools through the elementary component of the School Foundation Grant;

AND WHEREAS the Government will require that this funding enhancement be used, in 2009-2010, in the manner described below;

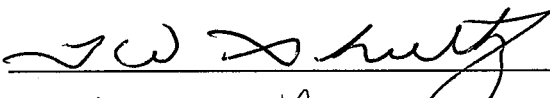
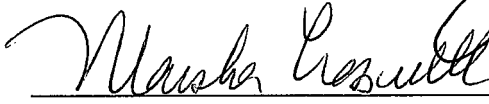
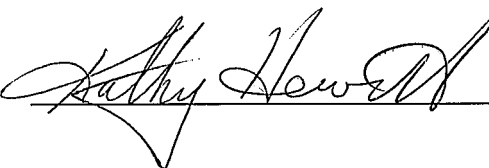
Subject to the above, in 2009-2010, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

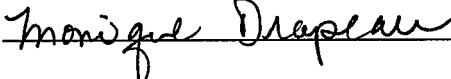
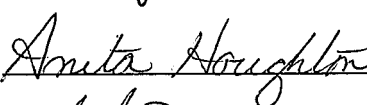
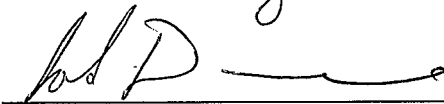
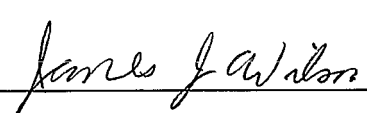
- Offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to ensure that elementary schools with an Average Daily Enrolment of more than 100 students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

DATED AT North Bay this 23rd day of MARCH 2009

FOR THE NEAR NORTH
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND
LOCAL 1165-1

Letter of Understanding

Between

**The Canadian Union of Public Employees
and its Local 1165-1**

And

Near North District School Board

RE: Contracting in/out

The Board agrees that it will discuss with the Union, any future changes to the current practice of contracting out that would affect CUPE Local 1165-1 members. These discussions will take place through Labour/Management Committee.

DATED AT NORTH BAY this 23rd day of MARCH 2009

FOR THE NEAR NORTH
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND
LOCAL 1165-1

[Handwritten signature]

Monique Drapeau

Marsha Russell

Anita Houghton

Kathy Hewitt

[Handwritten signature]

June Wilson

Letter of Understanding**Between****The Canadian Union of Public Employees
and its Local 1165-1****And****Near North District School Board**

RE: Definition of OMERS Contributory Earnings

The following definition of contributory earnings under the OMERS Pension Plan is provided for informational purposes only and is non-grievable. Contributory earnings must include all regular earnings, as follows:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be “kept whole” e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes un-purchasable service;

- stand-by-pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended.

DATED AT North Bay this 23rd day of MARCH 2009

FOR THE NEAR NORTH
DISTRICT SCHOOL BOARD

W. J. Kelly

Marsha Presnell

Kathy Hewitt

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND
LOCAL 1165-1

Monique Duplain

Anita Houghton

John D. ...

James W. Wilson

Letter of Understanding

Between

**The Canadian Union of Public Employees
and its Local 1165-1**

And

Near North District School Board

RE: Supervision of Students

The undersigned representatives of both the Board and the Union agree to the following:

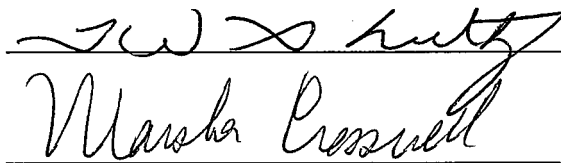
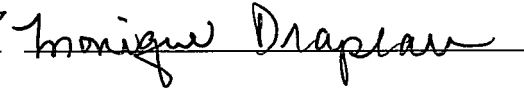
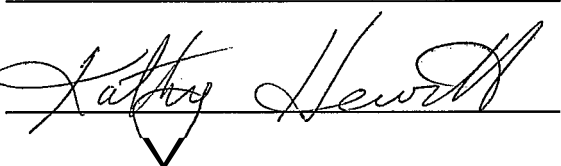
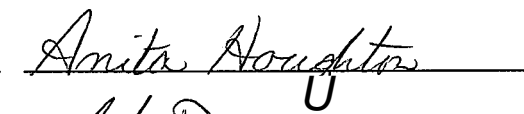
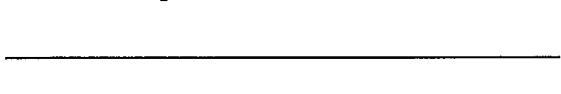
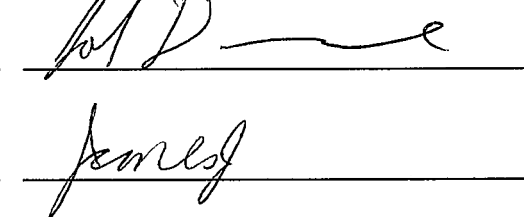
Members of CUPE Local 1165-1 shall not be assigned general student supervision where supervision is not a core duty of that classification.

This does not diminish any employee's obligation to assist in emergency situations under the Safe Schools' Act.

DATED AT *North Bay* this *23rd* day of *MARCH* 2009

FOR THE NEAR NORTH
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND
LOCAL 1165-1

Letter of Understanding

Between

**The Canadian Union of Public Employees
and its Local 1165-1**

And

Near North District School Board

RE: Additional Staff

The Board agrees to add 1.0 FTE IT Technician to its staff complement no later than September 1, 2009.

DATED AT *North Bay* this *23rd* day of *MARCH* 2009

FOR THE NEAR NORTH
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND
LOCAL 1165-1

[Signature]

Monique Drapeau

Marle Reswell

Anita Houghton

Kathy Howard

[Signature]

Jane Wilson