

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

CANADIAN UNION OF PUBLIC EMPLOYEES

## **PREAMBLE**

Whereas it is the desire of both parties to this Agreement:

1. To maintain and improve harmonious relations and settle conditions of employment between the Catholic District School Board of Eastern Ontario and the Union;
2. To recognize the mutual value of joint discussions and negotiations in all matters;
3. To encourage efficiency in operations;
4. To establish and promote the morale, well being and security of all the employees in the bargaining unit.

**Harassment:** The Employer and the Union agree that all forms of harassment will not be tolerated in the workplace. Harassment is defined as a vexatious comment or conduct that is known or ought to be known as unwelcome.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## **ARTICLE 1 – MANAGEMENT RIGHTS**

### **1.01 Management Rights**

The Union recognizes that it is the function of the Board to exercise the regular and customary function of management and to direct the working force of the Board, subject to the terms of this Agreement. The question of whether any of these rights are limited by the Agreement may be decided through the grievance procedure. The Union further acknowledges that it is the right of the Board to:

- a) maintain order and discipline and to establish and enforce reasonable rules and regulations governing the conduct of its employees; and
- b) hire, promote, demote, transfer and suspend employees; and
- c) discharge employees for just cause.

### **1.02 Not Discriminatory**

In exercising its rights, the Board and the Union shall not discriminate against or harass any employee because of age, race, creed, colour, ancestry or place of origin, sex, marital status, political affiliation, place of residence, membership or activity in the Union, or any other provisions of the Ontario Human Rights Code.

## **ARTICLE 2 – RECOGNITION AND NEGOTIATION**

### **2.01 Bargaining Unit**

The Board recognizes the Canadian Unit of Public Employees and its Local 4154 as the sole and exclusive bargaining agent for all its non-teaching support staff, save and except supervisors, those above the rank of supervisors, those employed in a confidential nature, speech language pathologists, psycho-educational consultants, crisis response workers, all employees within the Office of the Director of Education and the Human Resources Department, Confidential Secretaries, and students employed during the months of July and August. The Board agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

## **2.02 No Other Agreements**

The Union is hereby established as the sole collective bargaining agency for all employees as set out in Article 2.01 thereof. The Board undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively, which will conflict with any of the provisions of this agreement, or the terms of certification of the Union.

No employee shall be required or permitted to make a written or verbal agreement with the Board or a Board representative that may conflict with the terms of this collective agreement.

## **2.03 Casual/Temporary Employees**

The parties recognize the need to utilize casual/temporary employees on specific and short-term basis. The terms of this article apply to persons employed on a casual or temporary basis to replace bargaining unit employees absent due to vacation, sick leave or leaves of absence. No other provisions of the agreement shall apply to such persons unless otherwise stated in this Article.

- a) The rate to be paid such an employee shall be the appropriate rate applicable to the position of the replaced employee, subject to progression steps applicable to the replacing employee, where appropriate.
- b) A temporary employee replacing a regular employee shall receive the start rate of the position he/she occupies.
- c) The replacing employee shall be subject to the deduction and remittance of Union dues as provided for elsewhere in the agreement.
- d) The employee may be released by the Board before the termination date of any term of employment.
- e) If no permanent employee is the successful applicant (per Article 13), the Employer agrees to allow casual/temporary employees the opportunity to apply for such vacancy prior to advertising the vacancy outside the bargaining unit.

## **ARTICLE 3 – UNION SECURITY**

### **3.01 All Employees to be Members**

- a) All employees of the Board covered by this agreement shall, as a condition of employment, become members of the Union upon their commencement of employment.
- b) The Board and the Union agree to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with the Union security and dues check off.
- c) In order to do this, a representative of the Union shall be given an opportunity to interview each new employee during regular working hours, without loss of pay. The Union agrees that the application of this subsection will be applied in a reasonable fashion and bearing in mind the costs involved.

## **ARTICLE 4 – CHECK OFF OF UNION DUES**

### **4.01 Check off Payments**

The Board shall deduct from every employee covered by this agreement, any dues, initiation fees, or assessments levied in accordance with the Union constitution and by-laws. The Union shall provide, in writing, a list of such dues, fees or assessments.

#### **4.02 Deductions**

The Board shall deduct, for every pay period and for each member, union dues and assessments. All such deductions shall be forwarded to the Secretary-Treasurer of the Local not later than the fifteenth (15<sup>th</sup>) day of the following month, accompanied by lists of the name, address, classification and status of all employees from whose wages the deductions have been made.

The Union shall indemnify and save harmless the Board from any and all claims arising from the deduction of dues and assessments.

#### **4.03 Union Dues Receipts**

At the same time that 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.

### **ARTICLE 5 – CORRESPONDENCE**

**5.01** All correspondence between the parties arising out of this collective agreement or incidental thereto shall pass to and from the Administrator of Human Resources or his or her designee and the President of the Union.

**5.02** A copy of any correspondence between the Board or the Board's designee and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of the Union or his or her designee.

### **ARTICLE 6 – LABOUR MANAGEMENT COOPERATION COMMITTEE**

#### **6.01 Establishment of Committee**

A Labour Management Co-Operation Committee shall be established consisting of not more than five (5) representatives of the Board and not more than five (5) representatives of the Union. The Union will advise the Board of the Union nominees to the Committee. The committee shall enjoy the full support of both parties to this agreement.

#### **6.02 Meetings of the Committee**

The committee shall meet whenever necessary at the call of either party. A request for a meeting will be made in writing and accompanied by an agenda of matters to be discussed at a time mutually agreed upon by both parties. Employees shall not suffer any loss of pay for time spent with this committee.

#### **6.03 Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Board, as appointees of the Board, and not more than five (5) members of the Union, as appointees of the Union. The Union will advise the Board of the Union nominees to the committee. The Union may have the assistance of the National Representative and the Board may have the assistance of one (1) additional member to the Bargaining Committee.

### **ARTICLE 7 – MINUTES OF THE BOARD**

**7.01** Copies of all resolutions and rules and regulations adopted by the Board which affect the employees within this bargaining unit shall be made available to the Union.

## **ARTICLE 8 – STRIKE OR LOCKOUT**

- 8.01** The Union undertakes that it shall not cause, direct or consent to any strike or other collective action on the part of the employees represented by the Union during the term of this agreement.
- 8.02** The Board agrees that it shall not cause or direct any lockout of its employees during the term of this collective agreement.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **9.01 Recognition of Union Stewards**

- a) In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the duties of the Union Steward whose responsibility shall be to assist any employee whom the steward represents, in preparing and presenting a grievance in accordance with the grievance procedure.
- b) All time spent presenting a grievance shall be without loss of salary or benefits.

### **9.02 Names of Stewards**

The Union shall notify the Board in writing of the name of each steward and of each Vice-President and the area(s) he or she represents on April 1<sup>st</sup> of each year.

### **9.03 Union Grievance Committee**

The Union Grievance Committee shall consist of not more than four (4) members of the Executive and the CUPE National Representative.

### **9.04 Permission to Leave Work**

It is understood that no Steward or Executive Committee member shall leave his or her work without obtaining permission from the Human Resources Administrator or his/her designate. Said permission to be granted as soon as possible. The union shall reimburse the employer for the actual replacement costs incurred in the release time of the union member.

The Employer agrees that Stewards and Executive Committee members shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

In order for the Stewards and/or the Executive members to prepare for a grievance and/or the investigation of a grievance, the Administrator of Human Resources or his or her designate when requested, shall advise the immediate supervisor(s) concerned of the Stewards' and/or the Executive members' absence.

The Union acknowledges, however, that employees have their regular duties to perform and they will not absent themselves without first obtaining permission from their immediate supervisor.

### **9.05 Definition of Grievance**

- a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this collective agreement.
- b) An individual grievance is one lodged by an employee through the Union, which has application only to him or her.
- c) A group grievance is one lodged by the Union, on behalf of more than one employee arising out of the same circumstances.

- d) A policy grievance is one that arises out of the collective agreement and is not included under (b) or (c) hereof. A policy grievance shall be lodged by the Union, however, such a grievance shall not include any matter upon which an employee is personally entitled to grieve.
- e) It is further understood that the Union shall have the right to file grievances on behalf of any employee or group of employees.

**9.06 Grievance Information**

Each grievance shall be in writing and shall contain the following:

- a) a brief statement of the facts alleged to support the claim;
- b) specific reference to the collective agreement provisions allegedly violated; and
- c) the nature of the relief sought.

**9.07 Settling of Grievances**

It is agreed by the parties that an earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1

An employee having a grievance shall submit it in writing to his or her principal or immediate supervisor within fifteen (15) working days after the employee became aware or ought to have become aware of the incident or circumstances giving rise to the grievance. The principal or immediate supervisor shall discuss the grievance with the grievor in the presence of the shop steward. The principal or immediate supervisor shall render his or her decision within five (5) working days following receipt of the grievance.

Step 2

Failing satisfactory settlement at Step One, the grievor may submit the grievance to the Administrator of Human Resources within fifteen (15) working days following receipt of the reply at Step One. The Administrator of Human Resources shall investigate and render his or her decision within five (5) working days following receipt of the grievance.

Step 3

Failing satisfactory settlement at Step Two, the Union may submit the grievance to the Director of Education or the Director's designee within fifteen (15) working days following receipt of the reply at Step Two. Upon request, the Director of Education or the Director's designee shall discuss the grievance with the grievance committee. The Director of Education or the Director's designee shall render a decision within five (5) working days following receipt of the grievance.

**9.08 Time Limits**

Time limits specified in this Article may be extended by mutual agreement of both parties.

**9.09 Group or Policy Grievance Processing**

A group grievance or policy grievance by the Union shall be submitted at Step Two. It is understood that such a policy grievance shall not deal with matters that have been the subject of an individual employee grievance.

**9.10 Replies In Writing**

All grievances and replies thereto shall be in writing at all stages.

**9.11 Working Day**

Within Article 9, a working day shall mean a day other than Saturday, Sunday or a recognized holiday.

## **9.12 Supplementary Agreements**

Signed supplementary agreements, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

## **9.13 Technical Objections**

No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to determine the real matter in dispute and to give a decision according to equitable principles and the justice of the case.

## **ARTICLE 10 – ARBITRATION**

### **10.01 Request for Arbitration**

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration or to a single Arbitrator and the notice shall contain the name of the first party's appointee to an Arbitration Board or selection of a single Arbitrator. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts its selection of a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board, as the case may be.

The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.

### **10.02 Decision of the Arbitrator**

The decision of the Arbitrator shall be final and binding and enforceable on the parties, but in no event shall the Arbitrator have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or disciplinary grievance by any arrangement, which in his or her opinion he or she deems just and equitable.

### **10.03 Expenses**

The Board and the Union shall each pay one-half (1/2) the remuneration and expenses of the Chairperson of the Arbitration Board and shall each pay the remuneration and expenses of the person it appoints as its nominee. The Board and the Union shall each pay the wages and expenses of its witnesses except if a management representative of the Employer is requested to appear by the Arbitration Board, the Employer would not charge his/her salary or expenses, even if the request for testimony is made by the Union.

### **10.04 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties to this agreement.

## **ARTICLE 11 – DISCHARGE, SUSPENSION, DISCIPLINE**

### **11.01 Preamble**

Whenever the Employer or a delegate deems it necessary to censure an employee in a manner indicating that discipline, up to and including dismissal, may follow any repetition of the act, or acts, complained of, or omission(s) referred to, or may follow if such employee fails to bring his or her work up to a required standard by a given date, the Employer shall abide by the following plan:

#### **Step 1**

The immediate supervisor shall have an informal discussion with the employee. The employee and the steward shall be advised of the said step.

#### **Step 2**

If there is a repetition of the fault, or any other inappropriate behaviour, within a period of six (6) months, there would be a more formal discussion between the supervisor and the employee. The steward and/or an officer of the Union shall attend this meeting, however, should the employee not wish Union representation, the employee shall notify the Union.

#### **Step 3**

If there is no improvement in the employee's actions within a period of another six (6) months and, after another discussion with the supervisor concerned, the employee may be suspended without pay for up to three (3) days, depending on the severity of the infraction, to consider the consequences of his or her actions and to reflect upon his or her future with the Board. The steward and/or an officer of the Union shall attend this meeting, however, should the employee not wish Union representation, the employee shall notify the Union.

#### **Step 4**

If all of the above fails to achieve a correction in the employee's performance or behaviour, he or she may be further suspended or terminated.

**11.02** At the request of the employee, information pertaining to the incidences mentioned above shall be removed from employee's file after twelve (12) months have elapsed from the time the employee has satisfactorily remedied that which brought about the disciplinary measures.

**11.03** It is understood by the parties that circumstances may arise, depending on the severity of the infraction, where the above procedure is not appropriate and some steps may be omitted.

### **11.04 Discharge Procedure**

An employee who has completed his or her three (3) month probationary period may be dismissed, but only for just cause and only upon the authority of the Director of Education or the Director's designee. When an employee is discharged or suspended, he or she shall be given the reason in the presence of his or her steward. Such employee and the Union shall be advised promptly in writing by the Director of Education or the Director's designee, of the reason for such discharge or suspension.

### **11.05 May Omit Grievance Step**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9 – Grievance Procedure. Steps one and two of the grievance procedure shall be omitted in such cases.



### **11.06 Crossing of Picket Lines During Strike**

In the event that any other employees of the Board engage in a legal strike or where employees in an industrial dispute engage in a strike and maintain picket lines, the employees covered by this agreement shall have the right to refuse to cross such picket lines, if to do so could reasonably be expected to result in bodily harm while crossing the picket line. Failure to cross such a picket line, for the above reason, by a member of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

### **11.07 Access to Personnel File**

An employee shall have the right, with prior notification, to have access to and to review his or 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.

### **11.08 Political Action**

No employee shall be disciplined for participating in any political action provided the action is taken on the employee's own time and is not taken on any Board owned property.

## **ARTICLE 12 – SENIORITY**

**12.01** Seniority is defined as the length of continuous service with the Board and/or predecessor Boards since the date of hire and shall include service with the Board prior to certification or recognition of the union.

**12.02** In the event that two (2) or more employees share the same seniority date, and there is a requirement for a tie-breaker, the seniority will be determined as follows:

By lot drawn in the presence of the President of CUPE Local 4154 and the Administrator of Human Resources or his/her designate.

**12.03** The Board will maintain a seniority list showing each employee's name and the date on which the employee's seniority commenced. The Board will revise the seniority list and provide copies of the revised list to CUPE Local 4154 and post on bulletin boards by November 1<sup>st</sup> and May 30<sup>th</sup> of every year.

**12.04** Newly hired employees shall be considered to be on a probationary basis for a period of three (3) months while actively employed from the date of hiring. During the probationary period employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

**12.05** Persons hired as casual/temporary employees shall not acquire any seniority credit for such service, unless the casual/temporary employee applies for and acquires a permanent position, and provided there has been no break in service.

**12.06** The selection and promotion of employees to Board positions outside the bargaining unit are not governed by this agreement. In the event an employee is or has been promoted to any such position and is returned to his/her former position within the bargaining unit within three (3) months, he or she shall be credited with the additional seniority accrued during the period he or she was employed outside the bargaining unit.

## **12.07 Loss of Seniority**

An employee shall only lose his or her seniority if he or she:

- a) terminates his or her employment for any reason; or
- b) is discharged, only for just cause, and not reinstated through the grievance or arbitration procedures; or
- c) is laid off for a period longer than twenty-four (24) consecutive months; or
- d) is retired and is in receipt of a pension; or
- e) is promoted to a position outside the bargaining unit for more than three (3) months.

## **12.08 Less Than 12 Month Employees**

All employees who regularly work less than the full year, such as school secretaries, education assistants, etc., shall be considered as working a full year for the purpose of this Article.

## **ARTICLE 13 – PROMOTIONS AND STAFF CHANGES**

### **13.01 Job Postings**

- a) When a permanent vacancy or a temporary vacancy of more than three (3) months occurs within the bargaining unit and the position is to be filled, or a new permanent position is created within the bargaining unit, the Board shall post notice of the position in its offices and schools for a minimum of ten (10) working days. A copy of the job posting shall be forwarded to the Union and any employees on leave.
- b) When a vacancy occurs as a result of a retirement or an employee terminating his or her employment, the Employer shall post the position immediately upon being notified of the termination or in the case of retirement, sixty (60) days prior to the retirement date.
- c) During July and August, the Employer agrees to post all bargaining unit vacancies for fifteen (15) working days and send a copy of the posting to each employee within the bargaining unit at his or her last known home address.
- d) An appointment to fill the vacancy shall occur within ten (10) working days after the job posting is complete, provided there is a qualified applicant.
- e) In the case where a school is to be closed and/or a job eliminated, the Board shall notify the Union at least one (1) month in advance.
- f) In the event a position is decreased or eliminated the affected employee shall be given first chance of accepting the position should it return to the previous state within two (2) years, before it is posted in the regular fashion throughout the system.
- g) With any position, an increase in time of more that five (5) hours per week or more than one (1) hour per day will result in the position being posted.
- h) Such notice shall contain the following information: posting number, description of position, location, qualifications, education, skills requirement, salary rate, total weekly hours, hours of work. Such qualifications and requirements shall be in accordance with the job description.

### **13.02 Method of Making Appointments**

In making staff changes, transfers and/or promotions in the bargaining unit, appointment shall be made of the applicant with the greatest seniority and having the required minimum qualifications. Appointment shall be made of the senior applicant having the potential to become fully qualified within a three month period.

### **13.03 Successful Applicant**

Within ten (10) working days, the Union shall be notified in writing of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit.

### **13.04 Trial Period**

- (a) The successful applicant shall be placed on a trial period of three (3) months and shall also be provided with a minimum of five (5) working days of training early in his or her trial period, if necessary. Conditional upon satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proved unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself or herself unable to perform the duties of a new job classification, he or she shall be returned to his or her former position at the current rate of pay without loss of seniority. Any other employee, promoted or transferred because of the re-arrangement of positions shall also be returned to his or her former position at the current rate of pay without loss of seniority.
- (b) When an employee is promoted to a higher paid position, he or she shall receive the rate of pay at the next higher step.

### **13.05 Disabled Employee's Preference**

If requested, the Employer may provide suitable alternate employment to an employee, who through advancing years, injury, illness or disability, is unable to perform his or her normal duties. The rate of pay will be that of the alternate employment. Such employee shall not displace another employee.

## **ARTICLE 14 – LAYOFFS AND RECALLS**

### **14.01 Definition of Layoff**

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work.

### **14.02 Notice of Layoff**

In the event of a proposed layoff of a permanent or long term nature, or the elimination of a position within the bargaining unit, the employer shall:

- a) provide the Union with no less than four (4) weeks notice of the proposed layoff or elimination of the position; and
- b) provide to the affected employee(s), if any, no less than four (4) weeks written notice, or the appropriate notice as per the Employment Standards Act, or pay in lieu thereof.

### **14.03 Procedure**

- a) Both parties recognize that job security increases in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in the reverse order of their seniority.
- b) An employee to be laid off may bump an employee with less seniority, provided the employee exercising the right is qualified and able to perform the work. The right to bump shall include the right to bump laterally or downward. Bumping to increase hours within a full-time or part-time category shall not be considered bumping up.
- c) An Educational Assistant to be laid off may bump the junior Educational Assistant at a work location within a sixty kilometre radius from his/her current work location, provided the Educational Assistant exercising the right is qualified and able to perform the work. The right to bump shall include the right to bump laterally or downward. Bumping to increase hours within a full-time or part-time category shall not be considered bumping up.

#### **14.04 Recall**

- a) No new employee shall be hired for any position within the bargaining unit until those laid off and still having seniority have been given an opportunity of recall.
- b) An employee shall have the right of recall, by order of seniority, from a layoff to an available opening, provided he or she is qualified and able to perform the work as determined through an interview.
- c) The Board shall notify the person of recall opportunity by telephone. If unsuccessful in reaching the laid off employee, a copy of the recall opportunity shall then be forwarded by registered mail addressed to the last address on record with the Board.
- d) Laid off persons will remain on the recall list for a period of two (2) years unless the person having been laid off fails to notify the Board of his or her intention to return to work within seven (7) days following receipt of the registered notice of recall sent to his or her last recorded address with the Board; or having provided such notification fails to return to work.

### **ARTICLE 15 – HOURS OF WORK**

#### **15.01 Central and Regional Office Staff**

The normal work week for central and regional office staff shall be 8:30 am to 12:00 noon; 1:00 pm to 4:30 pm, Monday to Friday inclusive, for a total of thirty-five (35) hours per week. Such staff shall normally work twelve (12) months in a year, but it is understood that there may be some individuals among this group that are attached to educational departments and in such cases, ten (10) months in a year will be worked.

#### **15.02 Educational Assistants**

- (a) The normal work day for Educational Assistants shall be six and a half (6.5) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-two and one half (32.5) hours per week.
- (b) The meal period referred to in (a) above, shall not be less than forty (40) consecutive minutes which will be taken at a time mutually agreed to between the immediate supervisor and the employee.
- (c) Educational Assistants will work a ten (10) month year.

#### **15.03 Elementary School Secretaries**

- (a) The normal work day for Elementary School Secretaries shall be seven (7) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-five (35) hours per week. The work day shall normally start one half (1/2) hour before the commencement of the school day unless otherwise mutually agreed to between the immediate supervisor and the employee.
- (b) The meal period referred to in (a) above shall not be less than thirty (30) consecutive minutes which will be taken between the hours of 11:30 am and 1:30 pm.
- (c) Elementary School Secretaries will work a ten (10) month school year, in addition to ten (10) working days that may be assigned in portion or in whole, either at the end, or the beginning, of the school year. Secretaries will receive (5) days pay at the end of the school year, and five (5) days pay at the beginning of the school year, regardless of when the additional days are worked.

#### **15.04 Secondary School Secretaries**

- (a) The normal work day for Secondary School Secretaries shall be seven (7) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-five (35) hours per week. The work day shall normally start one half (1/2) hour before the commencement of the school day unless otherwise mutually agreed to between the immediate supervisor and the employee.
- (b) The meal period referred to in (a) above shall not be less than thirty (30) consecutive minutes which will be taken between 11:30 am to 1:30 pm.
- (c) Secondary School Secretaries will work a twelve (12) month year.

#### **15.05 Regional Office Secretaries**

Ten (10) month support staff assigned to the Regional Offices will work a ten (10) month school year, in addition to ten (10) working days that may be assigned in portion or in whole, either at the end, or the beginning, of the school year.

Support staff will receive five (5) days pay at the end of the school year, and five (5) days pay at the beginning of the school year, regardless of when the additional days are worked.

#### **15.06 Computer Technical Staff**

- (a) The normal work day for Computer Technical Staff shall be seven (7) hours per day, worked between the hours of 8:30 am and 4:30 pm, exclusive of a meal period, Monday to Friday, for a total of thirty-five (35) hours per week. It is understood that these hours may be changed by mutual agreement between the employee and his/her immediate supervisor.
- (b) Computer Technical Staff will work a twelve (12) month year.

#### **15.07 Library Technical Staff**

- (a) The normal work day for Library Technical Staff shall be seven (7) hours per day, worked between the hours of 8:00 am and 4:00 pm, exclusive of a meal period, Monday to Friday, for a total of thirty-five (35) hours per week. It is understood that these hours may be changed by mutual agreement between the employee and his/her immediate supervisor.
- (b) Library Technical Staff will work a ten (10) month year.

#### **15.08 Maintenance and Custodial Staff**

##### **(a) Maintenance Staff and Delivery Driver**

- (i) The normal work week for Maintenance employees and the Delivery Driver shall consist of five (5) consecutive eight (8) hour days from Monday to Friday, exclusive of a half hour unpaid meal period.
- (ii) The normal work day shall commence at 8:00 am and conclude at 4:30 pm unless otherwise agreed to by the employee and his/her supervisor.
- (iii) In the summer vacation period only, where possible, the day shift shall consist of four (4) ten hour shifts worked between the hours of six (6) am and five (5) pm from Monday to Thursday, the starting time to be mutually agreed upon.
- (iv) The meal period shall normally be from 12:00 to 12:30 pm unless changed by mutual agreement between the employee and his/her immediate supervisor.
- (v) Maintenance employees and the Delivery Driver shall work a twelve (12) month year.

**(b) Custodian In Charge and Custodian (Secondary School)**

- (i) The normal work week for Secondary School Custodians shall consist of five (5) consecutive eight (8) hour shifts, inclusive of a one half hour (1/2) paid meal break from Monday to Friday.
- (ii) The shifts shall be:
  - day: 7:00 am – 3:00 pm
  - afternoon: 3:00 pm – 11:00 pmunless otherwise agreed to by the employee and his/her immediate supervisor.
- (iii) During the period of the Christmas holidays, March Break, and summer vacation period, all employees shall be scheduled to work the day shift unless there is a mutual agreement between the employee and his/her immediate supervisor. In the summer vacation period only, where possible, the day shift shall consist of four (4) ten hour shifts worked between the hours of six (6) am and five (5) pm from Monday to Thursday, the starting time to be mutually agreed upon.
- (iv) Secondary School Custodians shall work a twelve (12) month year.

**(c) Custodian (Elementary School)**

- (i) Where an Elementary School is allocated one custodian, such custodian's normal work week shall consist of five (5) eight (8) hour days from Monday to Friday. The hours shall be worked between the hours of seven (7) am and five (5) pm, unless otherwise agreed to by the employee and his/her immediate supervisor, and shall include at least a one (1) hour split and no more than a two (2) hour split between the hours of 11:00 am and 1:30 pm. During this split shift, the custodian will be expected to have his/her unpaid lunch period.
- (ii) In an Elementary School where there are two or more custodians, the normal work week shall consist of five (5) consecutive eight (8) hour shifts inclusive of a one half (1/2) hour paid meal break.
- (iii) The shifts shall be:
  - day: 7:00 am – 3:00 pm
  - afternoon: 3:00 pm – 11:00 pmunless otherwise agreed to by the employee and his/her immediate supervisor.
- (iv) During the period of the Christmas holidays, March Break, and summer vacation period, all employees shall be scheduled to work the day shift unless there is a mutual agreement between the employee and his/her immediate supervisor. In the summer vacation period only, where possible, the day shift shall consist of four (4) ten hour shifts worked between the hours of six (6) am and five (5) pm from Monday to Thursday, the starting time to be mutually agreed upon.
- (v) During the period of the Christmas holidays, March Break, and summer vacation, the one half hour (1/2) lunch period will be a paid lunch period.
- (vi) Elementary School Custodians shall work a twelve (12) month year.

**15.09 Student Support Workers**

- (a) The normal work day for Student Support Workers shall be seven (7) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-five (35) hours per week.
- (b) Student Support Workers will work ten (10) months per year.

**15.10 Rest Period**

All employees shall be entitled to a fifteen (15) minute paid rest period in the first half and in the second half of the day.

## **ARTICLE 16 – OVERTIME**

### **16.01 Overtime Defined**

All time worked beyond the normal workday or the normal work week, or any work performed on a Holiday or a normal day of rest shall be considered as overtime.

All overtime must be approved by the appropriate supervisor in advance of being performed, except in the case of an emergency.

### **16.02 Overtime**

- (a) All overtime shall be on a voluntary basis except in the cases of emergency.
- (b) Employees requested to work overtime will be paid at the rate of time and one half (1.5) for all hours worked.
- (c) If requested to work two (2) or more, but less than three (3) consecutive hours of overtime, as an extension of the normal working day, an employee will be allowed a fifteen (15) minute break with pay at the applicable overtime rates. If required to work three (3) or more consecutive hours of overtime, as an extension of the normal working day, an employee will be allowed a thirty (30) minute break with pay at the applicable overtime rate.
- (d) Where appropriate, the Board will allow employees to exchange work time at straight time in order to accumulate time for the purposes of office/work place closure between Christmas and New Years.
- (e) Where appropriate, in addition to (d) above, Central and Regional Office Staff will be allowed to exchange work time at straight time in order to accumulate time for the purposes of the reduced summer work week.

### **16.03 Holiday or Day of Rest**

- (a) Any work performed on a day of rest shall be paid at one and a half (1.5) times the normal rate of pay.
- (b) All work performed on a Sunday or on a Holiday listed in Article 22.02 shall be paid at two (2) times the normal rate of pay.

### **16.04 Call-In**

An employee who is called in to work outside his or her normal working hours shall be paid a minimum of three (3) hours at overtime rates, and shall be paid from the time he or she leaves his or her home to report for duty, until the time he or she arrives home upon proceeding directly from work.

### **16.05 Time Off in Lieu of Overtime**

There shall be no time off taken in lieu of overtime payment for employees, except where mutually agreed upon between the employee and supervisor. Where possible, the time is to be taken when the employee does not need to be replaced.

### **16.06 Distribution of Overtime**

Overtime shall be distributed on an equitable basis by work location among employees who are willing and qualified to perform the available work.

### **16.07 No Reduction in Work Hours to Compensate for Overtime**

An Employee shall not be required to reduce his or her normal hours of work to compensate for overtime hours that he or she has worked.

## **ARTICLE 17 – CONTRACTING OUT**

In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed by members of the bargaining unit shall not be contracted out. The Employer may contract out surplus or special work that cannot be performed by the present staff, provided no employees who are qualified are on layoff.

## **ARTICLE 18 – CASUAL/TEMPORARY WORK**

No new employees shall be hired for any casual or temporary work unless all employees within the bargaining unit on layoff, and possessing the necessary qualifications for the position, have been given the opportunity of recall. It is understood that any employee on layoff has the right to refuse an assignment. In addition to article 27.07, it is understood that employees who are recalled for casual/temporary work shall be fully covered by the terms of the Collective Agreement.

## **ARTICLE 19 – LEAVE**

### **19.01 Bereavement Leave**

- (a) An employee may be absent up to five (5) consecutive working days with pay upon the death of an immediate relative: spouse, father/mother, persons in loco parentis, brother/sister, son/daughter, father-in-law/mother-in-law, son-in-law/daughter-in-law, grandchild and grandparent.  
However, should the employee complete his/her working day on the day of bereavement, he or she may be excused from work up to five (5) working days commencing the day following.
- (b) An employee may be absent up to three (3) consecutive working days with pay commencing upon the day of death of a brother-in-law/sister-in-law, niece or nephew.  
However, should the employee complete his/her working day on the day of bereavement, he or she may be excused from work up to three (3) working days commencing the day following.
- (c) Upon request, special bereavement leave not covered under Article 19.01 (a) and (b), may be granted, on compassionate grounds, by the Administrator of Human Resources.

### **19.02 Illness in Family**

Where no one at home other than the employee can provide for the needs during illness of an immediate family member, an employee shall be entitled to use a maximum of five (5) accumulated sick leave days per year to care for the family member who is ill. These days will be deducted from the employee's sick leave bank and are not in addition to the annual entitlement.

However, the days so used shall be limited so that at least 1 2/3 days per month of accumulated sick leave days remain for the employee's own disability. This is only applicable if the accumulated days in the employee's sick leave bank falls below 125 days.

The Board shall distribute any EIC rebate to employees within two weeks of receipt of same.



### **19.03 Leave Without Pay**

- (a) A leave of absence without pay may be granted to an employee for personal reasons. The employee shall forward his or her request in writing to the Administrator of Human Resources at least one (1) month before the intended starting date. Such leave shall not be unreasonably denied.
- (b) For a leave of absence exceeding three (3) months, the employee shall advise the Board in writing, thirty (30) days before the expiration of such leave, of his or her intention to return to the employ of the Board.
- (c) An employee on a leave without pay may continue his or her benefits coverage during the leave period if prior to his or her departure he/she has issued post dated cheques for payment of 100% of the premium cost. This includes both the employee's and the Board's share of the applicable premiums. The actual coverage available to an employee during the leave period is subject to any limitations contained in the actual benefits package.

### **19.04 Jury or Court Witness Duty**

The Employer shall grant a leave of absence with pay and without loss of seniority to an employee who serves as a juror or witness in any court, except as a litigant, provided the employee presents proof of appearance and pays to the Board any jury pay received, excluding payment received for expenses.

### **19.05 Emergency Leaves**

The ten (10) days emergency leave provision as in accordance with the Employment Standards act is inclusive of the days provided within the collective agreement.

### **19.06 Education Leave**

Upon approval of an employee's supervisor, an employee may be absent from work during regular working hours for the purpose of writing an examination at an accredited educational institution without suffering any loss of pay for the time spent away from work for this purpose. It is understood that any such examination would normally be in a program of studies that would be mutually beneficial to both the employee and the Board.

### **19.07 Personal Leave**

One day of leave with pay shall be granted in each calendar year for personal reasons. The scheduling of such leave shall be upon mutual agreement of the employee and his or her immediate supervisor. Unused leave shall be added to the following year's vacation entitlement.

### **19.08 Medical/Dental Appointments**

Medical and/or dental appointments should be scheduled outside normal working hours where possible. Where such appointments cannot be scheduled outside normal working hours, the employee should endeavour to schedule the appointment to minimize lost work time and, unless in the case of an emergency, must advise their immediate supervisor five (5) days in advance. If such appointment requires the employee to be absent beyond half of his or her normal shift, such time shall be deducted from the employee's sick leave bank.

### **19.09 Pregnancy/Parental Leave**

- (a) The Board shall grant to each eligible employee, a pregnancy and/or parental leave in accordance with the Employment Standards Act.
- (b) Upon notification from the employee requesting leave, the Board shall provide a copy of the booklet from the Employee Standards Act, which outlines Pregnancy/Parental Leave. (Ministry of Labour Web Site: [www.gov.on.ca/LAB/main.htm](http://www.gov.on.ca/LAB/main.htm)).
- (c) An employee returning to work from pregnancy/parental leave shall notify the Board at least four (4) weeks prior to the expected date of return to work should it be different than the original return to work date. Upon return, he/she shall be reinstated in his or her former position at the current salary rate.
- (d) During the period of pregnancy/parental leave, the Board shall continue to pay its portion of the medical, dental, group life insurance and other employee benefits of this agreement. The employee's portion of the said benefit costs will normally be paid by monthly post-dated cheques unless other arrangements for payment have been mutually agreed upon.
- (e) There shall be no loss of seniority during the pregnancy/parental leave.

### **19.10 Paternity Leave**

One (1) day's leave of absence shall be granted to the employee on the day of the birth of his child, and one (1) day upon the homecoming of the child, if on a working day. This also applies to the homecoming of an adopted child. In the event of birth complications affecting either the mother or child, the leave may be extended up to a further five (5) days with pay upon prior approval by the Administrator of Human Resources. Such approval will not be unreasonably withheld.

### **19.11 Deferred Salary Leave**

- (a) The deferred salary leave plan has been developed to afford an employee the opportunity of taking a leave of absence without pay and through deferral of salary, to finance the leave. In accordance with Revenue Canada Taxation Regulation, the leave shall not be less than six (6) consecutive months and the deferral period must not exceed six (6) years from the date deferrals are commenced.
- (b) Neither the Catholic District School Board of Eastern Ontario nor The Canadian Union of Public Employees assumes responsibility for any consequences arising out of this plan related to effects on an employee's pension provision, income tax arrangements, Employment Insurance, the Canada Pension Plan or any liabilities incurred by the employee as a result of participation in this plan.
- (c) The employee shall not be covered by Workers Safety and Insurance Board (WSIB) during the leave period.
- (d) A permanent employee with the Board is eligible to participate in this plan.
- (e) An employee must make a written application to the Administrator of Human Resources no less than three (3) months prior to the beginning of participation in the plan requesting approval of the deferred salary leave.
- (f) Written response from the Board will be forwarded to the employee. Participation in the plan will not be unreasonably withheld.
- (g) An agreement to the terms and conditions of the plan shall be signed by the Board and the employee prior to the beginning of participation in the plan.

- (h) An appropriate amount of the employee's salary will be held back in each year of the plan (ex.: 2 over 3 years = 33 1/3%, 3 over 4 years = 25%, 4 over 5 years = 20%). The percentage deferred in any taxation year shall not exceed 33 1/3. This money will be deposited in a Board-held deferred salary leave account and statements will be issued quarterly to the employee. Any interest earned must be paid out to the employee during the year in which it is earned. Interest will be calculated and will be paid to the employee at the same rate that the Board receives on its surplus funds.
- (i) During the leave, the employee shall be paid the monies accumulated as of the commencement of the leave, in accordance with the payment of salaries to other employees. When an employee begins to draw upon the accumulated investment total, there will be no further accumulation of interest credited to the employee's account.
- (j) During the leave, the Board shall deduct the amounts required for Income Tax, Employment Insurance, Canada Pension Plan, OMERS and the employee's share of any benefits according to the collective agreement.
- (k) The employee may not receive remuneration from the Board during the leave, other than the deferred salary.
- (l) An employee may not withdraw from the plan in circumstances other than financial or other hardship, such as loss of employment. When such a circumstance has been demonstrated to the Board, the accumulated funds shall be released to the employee within fourteen (14) days.
- (m) An employee may only make one request to postpone the original scheduled commencement of the leave. Such request may be granted at the discretion of the Administrator of Human Resources. Interest will not accrue on the balance accumulated beyond the original scheduled commencement date of the leave.
- (n) In the case of a death of an employee who is a participant in the plan, the accumulated funds shall be paid to the employee's estate, providing the appropriate required consents or releases have been obtained.

Notwithstanding any of the above, nothing in this Deferred Salary Leave Plan shall be in contravention with the Income Tax Regulations.

## **ARTICLE 20 – UNION AFFAIRS**

### **20.01 Bargaining Committee Pay Provisions**

Representatives of the Union appointed to the Bargaining Committee, as per Article 6.03, shall not suffer any loss of pay or benefits for time involved in scheduled negotiation meetings with the Board.

### **20.02 Grievance and Arbitration Pay Provisions**

Representatives of the Union shall not lose any pay or benefits for time used in processing grievances, including time spent attending arbitrations, subject to the limitations found in Article 9.04.

### **20.03 Leave for Union Duties**

Any employee who is elected to a full-time position with the Union, or an affiliated body, shall be granted a leave of absence without pay or loss of seniority, for a period of up to one year.

### **20.04 Leave of Absence for Union Functions**

Upon request to the Board, an employee elected or appointed to represent the Union at union functions shall be allowed leave of absence with pay and benefits. The Union will reimburse the Board for the full cost of such pay and benefits.

## **20.05 Justified Leave**

Upon forty-eight (48) hours notice by the Union, release time shall be granted to the Union President to carry out Union activities at the Local level. Such release time shall not exceed two days per month, and the Union will reimburse the Board for all costs of salary and benefits associated with the leave.

## **ARTICLE 21 – STAFF DEVELOPMENT**

The Board recognizes the benefits of ongoing staff development and may organize, with employee input, growth opportunities to assist the individual to attain personal goals and also to achieve organizational goals.

## **ARTICLE 22 - HOLIDAYS**

### **22.01 Employees Working on a School Year Basis**

Employees working on a school year basis will be entitled to the same holidays as employees working on a full year basis. However, outside the school year, these employees shall be on lay-off and not eligible for holiday pay.

### **22.02 Paid Holidays**

The Board recognizes the following as paid holidays for full time employees:

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

### **22.03 Pro-Rated**

All holiday entitlements shall be pro-rated to the normal hours worked as compared to full time employment, for those employees working less than the normal weekly or daily hours.

### **22.04 Holiday Falling on Weekends**

When any of the above-mentioned holidays fall on a Saturday and/or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be a holiday for the purpose of this Agreement.

### **22.05 Holidays on Day Off**

When any of the holidays **identified in Article 22.02** fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the employer.

### **22.06 Holidays During Vacation**

If a paid holiday falls or is observed during an employee's vacation period, he or she shall be granted an additional day's vacation for each holiday in addition to his or her regular vacation time.

## **ARTICLE 23 – VACATION**

Employees shall receive an annual vacation with pay. The vacation year shall run from January 1<sup>st</sup> to December 31<sup>st</sup> of each year. Employees having completed one (1) year of service shall have their vacation entitlement awarded to them on January 1<sup>st</sup> of each year, as per Article 23.01. Vacation entitlement for an employee's first year and year of termination shall be pro-rated.

### **23.01 Vacation – Employees Working on a Full-Year Basis**

Employees working on a full-year basis shall earn annual vacation as follows:

Less than 3 years:	ten (10) working days
3 years or more:	fifteen (15) working days
8 years or more:	twenty (20) working days
15 years or more:	twenty-five (25) working days
25 years or more:	thirty (30) working days

### **23.02 Vacation – Employees Working on a Ten-Month Basis**

Employees working on a ten-month basis shall earn vacation pay, at a rate of:

Less than 3 years:	4%
3 years or more:	6%
8 years or more:	8%
15 years or more:	10%
25 years or more:	12%

For employees working on a ten-month basis, payment made during the year for any vacation taken shall be deducted from the earned vacation pay. Remaining vacation pay will be paid on the second (2<sup>nd</sup>) pay period in the following September.

### **23.03 Maintenance of Existing Vacation Entitlement**

No negative adjustment will be made to the existing vacation entitlements for any employee. An employee will remain at his/her existing vacation level, until such time as an increase is warranted, as per the Articles above.

### **23.04 Carry Over of Vacation Credits**

An employee shall be entitled to carry over up to a maximum of five (5) working days' annual vacation. Upon written request to the Administrator of Human Resources, an employee may be granted approval to carry over more than five (5) days vacation leave. The request should include the reasons for the carry over, and the recommendation of the immediate supervisor.

### **23.05 Preference in Vacations**

Should it be necessary to resolve the scheduling of vacation dates within each work site, seniority shall be the determining factor.

### **23.06 Hospitalized During Vacations**

If an employee is hospitalized during his or her annual vacation, upon submission of supporting proof of confinement in the hospital, such days shall be deducted from his/her sick leave credits and not from the employee's vacation time.

### **23.07 Temporary/Casual Employees – Vacation Pay**

Temporary/casual employees shall be paid a vacation pay allowance calculated at 4% of their gross earnings on a bi-weekly basis.

### **23.08 Vacation Pay on Termination**

An employee terminating his or her employment at any time in the vacation year shall be entitled to payment of salary or wages in lieu of any unused vacation days.

### **23.09 Vacation Schedules – Custodial and Maintenance Staff**

- (i) Forms will be sent to all employees prior to April 1<sup>st</sup> of each year.
- (ii) Employees must complete these forms, specifying their choice of vacation dates and return the form to their immediate supervisor, prior to May 1<sup>st</sup>.
- (iii) The employer will provide a response to the vacation request by June 1 of each year.
- (iv) Due to unforeseen circumstances, an employee may change his or her vacation period with the consent of his/her supervisor.
- (v) Vacation schedules shall not be changed without the mutual agreement of the employee.

### **23.10 Vacation Period**

- (i) An employee shall be entitled to receive a minimum of two (2) weeks of his or her vacation in an unbroken period.
- (ii) Employees entitled to more than two (2) weeks of vacation may take such vacation in consecutive weeks providing it does not interfere with school and/or Board operations.

## **ARTICLE 24 – SICK LEAVE PROVISIONS**

Sickness and indemnity means the period of time an employee is permitted to be absent from work with pay, by virtue of being sick or disabled, exposed to contagious disease in the school or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **24.01 Sick Leave Records**

The Board shall administer a sick leave plan and maintain a sick leave account for each employee. On a bi-weekly basis, the current sick leave balance will be reflected on the employee's pay remittance stub.

### **24.02 Paid Sick Leave**

- (a) Each full-time employee, who is actively employed, shall earn sick leave credits at the rate of two (2) days for each month the employee is in receipt of regular salary and benefits.
- (b) The unused portion of an employee's sick leave shall accrue from year to year to a maximum of two hundred and twenty (220) days.
- (c) The sick leave credits for each employee will be carried forward to the District School Board from the Boards in existence prior to January 1, 1998. However, the maximum accumulation shall not exceed two hundred and twenty (220) days.
- (d) Those employees of the former Stormont, Dundas and Glengarry Board, who were not entitled to accumulate sick leave credits under their existing plan, will be considered to have accumulated ten (10) equivalent sick days for each full year of service with the Stormont, Dundas and Glengarry Board. Those employees with twelve (12) or more years of service with the Board shall be credited with the maximum accumulated sick leave credits (220 days).
- (e) The implementation date of this clause will be the effective ratification date of the collective agreement.
- (f) An employee with less than a full-time equivalent assignment shall earn sick leave credits on a pro-rata basis.

### **24.03 Deductions from Sick Leave**

A deduction shall be made from the accumulated sick leave bank for all absences due to illness.

### **24.04 Proof of Illness**

An employee shall be required to produce a certificate of illness from a medical practitioner for any illness of three (3) or more consecutive days when requested, certifying that he or she was unable to carry out his or her duties due to illness. The Board shall pay any costs associated with the certificate of illness.

## **ARTICLE 25 – HEALTH AND SAFETY**

The Board and the Union will cooperate in complying with the provisions of the Occupational Health and Safety Act.

## **ARTICLE 26 – WORKERS COMPENSATION TOP-UP**

An employee prevented from performing his or her regular work with the Board as the result of an occupational accident that is recognized by the Workplace Safety Insurance Board (WSIB) as compensable, shall be paid the WSIB award plus an additional amount equivalent to the difference between the amount payable by WSIB and his or her regular salary. For each day upon which this top-up is paid, an employee will have one quarter of a day deducted from his or her accumulative sick leave credits.

## **ARTICLE 27 – EMPLOYEE BENEFITS**

### **27.01 O.M.E.R.S**

- (a) Full-time employees must participate in the Board's approved pension plan (O.M.E.R.S.)
- (b) Part-time employees who meet the criteria specified by Ontario legislation for eligibility for pension plans shall be given the option of joining the O.M.E.R.S. plan. Eligible employees who decline to join the O.M.E.R.S. plan may only join at a later day subject to the applicable O.M.E.R.S. acts and regulations, and may not join retroactively.

### **27.02 Board Contributions to Benefit Plans**

The Board shall pay eighty-five percent (85%) of any billed premiums in connection with eligible employees covered under the following plans:

#### Extended Health Care and Drug Plan:

The current Extended Health Care and Drug Plan or its equivalent as provided by the Board. Effective January 1, 2002, the Vision Care Plan will increase to a maximum benefit of two hundred and fifty dollars (\$250.00) over a period of two (2) years.

#### Dental Plan:

The current Dental Plan or its equivalent as provided by the Board.

#### Group Life Insurance:

All eligible employees shall participate in the Group Life Insurance Plan, providing three (3) times annual salary total coverage.

### **27.03 Long-Term Disability**

All eligible employees may participate in the Group Long-Term Disability Plan. At the time that existing plans are amalgamated into one, only employees who have not previously participated in a LTD plan will have a choice of participation. Any Canada Pension Plan disability benefits received by an employee on behalf of a dependent shall not be integrated with the Group Long-Term Disability Plan.

#### **27.04 Specifics of Plan**

Specific details of the benefits to be provided, as referred to in Article 27.02, are contained in the booklet entitled "Group Benefit Plan – Catholic District School Board of Eastern Ontario – CUPE 51238".

#### **27.05 Guarantee of Employee Benefit Plans**

- (a) Should the carrier of any employee benefit listed in this article default on the payment of any insured benefit, the responsibility for payment shall then rest with the Board.
- (b) If the Board is responsible for the administration and application of any insurance policy contract established to provide the employee benefits set out herein, and if there is any difference arising with respect thereto, it shall be disposed of in accordance with the grievance and arbitration provisions of this collective agreement.

#### **27.06 Continuation of Benefits on Lay-Off**

The Board agrees to continue to pay its share of all benefits for laid off employees for a maximum period of three (3) months following lay-off, as long as such employees retain seniority rights for this three (3) month period.

#### **27.07 Continuation of Benefits upon Retirement**

Retired employees are eligible to continue to participate in the Board's medical and dental benefit plans, until age sixty-five (65). It is understood that the employee is responsible for the entire cost of the premiums associated with the plans.

### **ARTICLE 28 – ALLOWANCES**

#### **28.01 Meal Allowance**

An employee required to work overtime of three (3) or more consecutive hours, and through a meal hour, shall be paid for the actual cost of his or her meal, to a maximum of ten dollars (\$10.00), upon submission of a receipt.

Where an employee must leave the city limits for the performance of his or her duties and is gone between the hours of 12:00 noon and 1:00 pm, he or she shall be paid for the actual cost of his or her meal, to a maximum of ten dollars (\$10.00), upon submission of a receipt.

#### **28.02 Travel Allowance**

Employees requested to use their automobile in the performance of their duties, other than to their assigned work place, shall be paid a kilometrage allowance as established by Board policy.

Where the employer transfers or assigns an employee to multiple work locations, the Board's policy shall apply for all travel between locations.

#### **28.03 Retirement Gratuity/Severance Allowance**

The retirement gratuity/severance allowance in existence for the custodial/maintenance employees of the predecessor Lanark, Leeds and Grenville County Roman Catholic Separate School Board (former local 3668(1)) and employees of Prescott-Russell County Roman Catholic English-Language Separate School Board (former local 2121), and those employees of the predecessor Stormont, Dundas and Glengarry County Roman Catholic School Board (en bloc transfer) shall remain in effect pursuant to the predecessor agreements with those Boards, as appended to this agreement in Appendix "B". Any employee hired after the date of ratification of this agreement is not eligible for the retirement gratuity.



#### **28.04 Safety Equipment and Supplies**

The Board shall supply custodial and maintenance staff with safety equipment and supplies as prescribed by the Occupational Health & Safety Act. The employees shall wear and utilize the equipment and supplies.

Safety shoes will be provided to custodians, maintenance staff and the delivery drivers as required, but not more frequently than once every twelve months. The selection of a supplier(s) will be made in accordance with Letter of Intent – Number #3.

The purchase will not exceed one hundred and twenty-five (\$125.00) dollars for custodians and the delivery driver. The maintenance staff will be allowed one hundred and sixty (\$160.00) for CSA and Omega work boots as prescribed above.

#### **28.05 Portable Allowance**

A custodian shall receive an allowance of thirty-four cents (34¢) per hour, for his/her assigned shift, for the maintenance of any portable classroom(s), provided such classroom(s) is/are used for teaching purposes and is/are not linked to the school by a corridor.

#### **28.06 Training and Education Allowance**

- (i) The Board shall assist employees who are directed or asked to attend training programmes at approved institutions outside their working hours where such training relates to jobs within the unit. Such assistance shall include reimbursement for tuition fees incurred by the employees.
- (ii) Where the training programme is conducted by the Board, time spent in such programme shall be considered for the purposes of salary and benefits, to be time worked during normal working hours.
- (iii) Employees wishing to attend courses to upgrade themselves shall make application to the Board, through the Administrator of Human Resources or his/her designate, and the Board will consider all applications.
- (iv) The Board will endeavour to do its utmost to provide an apprenticeship programme to employees who wish to upgrade themselves for future promotions.
- (v) When a vacancy occurs or when a new position is created in the Maintenance Department, except for the positions of electrician and boilerman, the employer will provide the training required to become a licensed tradesperson, on the job, to employees who already possess the required academic qualifications and who wish to become licensed tradespeople.

### **ARTICLE 29 – SHIFT DIFFERENTIALS**

#### **29.01 Split Shift**

The Board will provide a shift differential of thirty-five cents (35¢) per hour for every permanent custodian working a split shift.

#### **29.02 Evening Shift**

The Board will provide a shift differential of forty cents (40¢) per hour for every permanent custodian working an evening shift. The evening shift differential will be paid if seventy-five (75%) of the custodian's shift is worked after 3:00 p.m.

## **ARTICLE 30 – PAYMENT OF WAGES AND ALLOWANCES**

### **30.01 Pay Days**

The Board shall pay salaries and wages bi-weekly for the current week. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

The Board may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, the employee or by this agreement.

### **30.02 Pay on Temporary Transfer to Higher Rated Position**

When an employee temporarily relieves in, or performs the principal duties of a higher paying position, he/she shall receive the rate of pay for the job.

## **ARTICLE 31 – GENERAL CONDITIONS**

### **31.01 Access to Facilities**

All employees will be allowed equal access to existing lunch room and change room facilities in their place of work.

### **31.02 Bulletin Boards**

The Board shall provide bulletin boards which shall be placed so that all employees will have access to them and on which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **31.03 Plural or Feminine Terms May Apply**

Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party of parties hereto so required.

### **31.04 Technological and Other Changes**

In this article, “technological change” means any change in:

1. the introduction of equipment, material or processes different in nature, type or quantity from that previously utilized
2. in work methods, organization, operations or processes affecting one or more employees.

The Board will notify the Union at least three (3) months prior to the introduction of any changes which may affect a reduction in the work force of the bargaining unit.

### **31.05 Joint Job Evaluation**

A Joint Job Evaluation Committee will be established to meet the Board and Union’s maintenance obligation under the Pay Equity Act. The selection of the Joint Job Evaluation Committee will be made in accordance with Letter of Intent – Number #4.

### **31.06 Closing of Schools on School Days**

- (i) When the school(s) is/are closed due to weather conditions, equipment failure or the interruption of essential services, employees shall not be required to go to the school.
- (ii) When the school(s) is/are closed due to equipment failure or interruptions of essential services, employees shall not be required to go to the school except for custodial and maintenance staff who may be called to report to work to assist in these circumstances.

- (iii) If employees are at the school when the school(s) is/are closed, they are not required to remain once all of the pupils are safely en route home. Assurance of this shall be the responsibility of the school principal.
- (iv) In the event that bus transportation is cancelled due to inclement weather but schools remain open, employees will make a reasonable effort to report to the school.

### **31.07 Medical Care**

The administration of medication is the responsibility of the Principal and his/her designate. Secretaries may administer medication or apply medical care (as per Board policy and the Administration Procedures Guideline) where there is agreement that appropriate storage, monitoring and records are maintained.

### **31.08 Medical Care (Educational Assistants)**

An Educational Assistant possessing the necessary qualifications and/or training, may be required to administer medication and/or perform medical procedures to the student(s) under his/her responsibility.

### **31.09 Supervision**

Except in emergency situations, Educational Assistants assigned to special needs students shall not be required to supervise student(s) in a classroom in the absence of a teacher save and except situations of supervising a post-secondary co-op placement, or in toileting, physio and occupational therapy routines and other regular duties of an Educational Assistant assigned to a special needs student.

## **ARTICLE 32 – VOLUNTEERS**

It is agreed that persons such as volunteers, students, co-op students, parents and others who provide assistance to the Board on a paid or unpaid basis shall be used only to enrich programs or provide other services and shall not be used if such use adversely affects the terms and conditions of employment of an employee, or is used in lieu of employing a permanent employee.

## **ARTICLE 33 – WORKFARE**

No bargaining unit work shall be done under the auspices of "Ontario Works" (workfare) or similar program, without the express written consent of the bargaining unit.

## **ARTICLE 34 – TERMS OF AGREEMENT**

### **34.01 Effective Date**

This Agreement shall become effective on January 1, 2002 and remain in effect until August 31, 2004.

### **34.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### **34.03 Notice of Changes**

Either party desiring to propose changes as amendments to this Agreement shall, between the period of ninety (90) to sixty (60) calendar days prior to the termination date, give notice in writing to the other party of the change(s) or amendment(s) proposed. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised Agreement.

**34.04 Agreement to Continue in Force**

This agreement shall remain in force beyond its termination date as set out in 34.01, until such time as a revised Agreement is signed. Revisions to the Agreement will be effective upon signing, unless otherwise specified.

**34.05 Copies of Agreement**

Within thirty (30) days of the signing of the Agreement, the Board will print sufficient copies of the Agreement in booklet form for all bargaining unit members.

## **ARTICLE 35 – SALARY SCALE**

### CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO JANUARY 2002

4% between each step + 2%

	2.0%			
<b>POSITION</b>		<b>START</b>	<b>YEAR 1</b>	<b>YEAR 2</b>
Accounts Payable Clerk		16.83	17.53	18.26
Attendance Counsellor		17.79	18.53	19.30
Audio Visual Clerk		15.19	15.82	16.48
Board Office Custodian		15.00	15.63	16.28
Board Office Secretary		16.83	17.53	18.26
Communication Disorder Assistant		15.96	16.63	17.32
Computer Technician		18.26	19.03	19.82
Custodian in Charge		15.94	16.61	17.30
Delivery Driver		16.07	16.73	17.43
Educational Assistant		15.96	16.63	17.32
Elementary School Custodian		15.00	15.63	16.28
Elementary School Secretary		16.83	17.53	18.26
Finance Clerk		18.36	19.12	19.92
Finance Accounting Clerk		18.36	19.12	19.92
Library Technician		16.19	16.86	17.56
Maintenance		17.03	17.74	18.48
Maintenance Clerk		16.83	17.53	18.26
Payroll Clerk		18.36	19.12	19.92
Purchasing Clerk		18.36	19.12	19.92
Receptionist		13.87	14.45	15.06
Secondary School Custodian		15.00	15.63	16.28
Secondary School Secretary		16.83	17.53	18.26
Student Support Worker		20.96	21.84	22.75
Systems Analyst		22.13	23.05	24.01
Transportation Clerk		18.36	19.12	19.92

#### **Note: Progression on the Grid**

1. All employees currently on staff as at the date of ratification shall be placed at the top rate of the grid.
2. All new employees hired after the date of ratification shall commence at the start rate and progress to the next step of the wage grid on the anniversary date of their date of hire.

CATHOLIC DISTRICT SCHOOL BOARD OF EASTER ONTARIO  
 JANUARY 2003

4% between each step + 2%

<b>POSITION</b>	<b>START</b>	<b>YEAR 1</b>	<b>YEAR 2</b>
Accounts Payable	17.16	17.88	18.62
Attendance Counsellor	18.14	18.90	19.68
Audio Visual Clerk	15.49	16.14	16.81
Board Office Custodian	15.30	15.94	16.60
Board Office Secretary	17.16	17.88	18.62
Communication Disorder Assistant	16.28	16.96	17.67
Computer Technician	18.63	19.41	20.21
Custodian in Charge	16.26	16.94	17.65
Delivery Driver	16.39	17.07	17.78
Educational Assistant	16.28	16.96	17.67
Elementary School Custodian	15.30	15.94	16.60
Elementary School Secretary	17.16	17.88	18.62
Finance Clerk	18.73	19.51	20.32
Finance Accounting Clerk	18.73	19.51	20.32
Library Technician	16.51	17.20	17.92
Maintenance	17.37	18.10	18.85
Maintenance Clerk	17.16	17.88	18.62
Payroll Clerk	18.73	19.51	20.32
Purchasing Clerk	18.73	19.51	20.32
Receptionist	14.15	14.74	15.36
Secondary School Custodian	15.30	15.94	16.60
Secondary School Secretary	17.16	17.88	18.62
Student Support Worker	21.38	22.27	23.20
Systems Analyst	22.57	23.51	24.49
Transportation Clerk	18.73	19.51	20.32

CATHOLIC DISTRICT SCHOOL BOARD OF EASTER ONTARIO  
 JANUARY 1, 2004

4% between each step + 1.5%

<b>POSITION</b>	<b>START</b>	<b>YEAR 1</b>	<b>YEAR 2</b>
Accounts Payable	17.42	18.15	18.90
Attendance Counsellor	18.41	19.18	19.98
Audio Visual Clerk	15.72	16.38	17.06
Board Office Custodian	15.53	16.18	16.85
Board Office Secretary	17.42	18.15	18.90
Communication Disorder Assistant	16.52	17.21	17.94
Computer Technician	18.91	19.70	20.51
Custodian in Charge	16.50	17.19	17.91
Delivery Driver	16.64	17.33	18.05
Educational Assistant	16.52	17.21	17.94
Elementary School Custodian	15.53	16.18	16.85
Elementary School Secretary	17.42	18.15	18.90
Finance Clerk	19.01	19.80	20.62
Finance Accounting Clerk	19.01	19.80	20.62
Library Technician	16.76	17.46	18.19
Maintenance	17.63	18.37	19.13
Maintenance Clerk	17.42	18.15	18.90
Payroll Clerk	19.01	19.80	20.62
Purchasing Clerk	19.01	19.80	20.62
Receptionist	14.36	14.96	15.59
Secondary School Custodian	15.53	16.18	16.85
Secondary School Secretary	17.42	18.15	18.90
Student Support Worker	21.70	22.60	23.55
Systems Analyst	22.91	23.86	24.86
Transportation Clerk	19.01	19.80	20.62

## **LETTER OF UNDERSTANDING (1)**

The Parties recognize that to provide optimum, consistent and quality care for our students with special needs, it may be necessary to provide additional Educational Assistant hours on a case by case basis.

Therefore, prior to the start of each school year, the Special Education department will determine which special needs child, if any, requires an additional two and one half (2.5) hours per week of education assistance.

Once this is determined, the Special Education department will meet to advise the Union of the locations and positions that will require the additional hours for the school year.

The Union agrees that although the set hours for Educational Assistants is thirty-two and one half (32.5) hours per week, the additional increase to thirty-five (35) hours per week will not trigger the overtime clause unless the hours exceed thirty-five (35) hours per week.



**LETTER OF UNDERSTANDING (2)**  
**Between**  
**the Catholic District School Board of Eastern Ontario**  
**and**  
**the Canadian Union of Public Employees – Local 4154**

1. Whereby the parties hereto agree to form a joint committee comprised of two (2) representatives of the Board and (2) representatives of the Union, as selected by the Union.
2. The Committee shall meet within sixty (60) days following the ratification of the Collective Agreement.
3. The committee's mandate shall be to review the school secretarial assignment resulting from the "annual Secretarial Assignment Review" in order to explore ways and means of minimizing any negative impact on schools and school secretaries. Following ratification by their respective parties the committee shall make a joint recommendation to the Director of Education within ninety (90) days of their initial meeting.

*Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 2003*

For the Catholic District School Board Of Eastern Ontario: \_\_\_\_\_  
Gordon Greffe, Superintendent of Business

For the Canadian Union of Public Employees, Local 4154: \_\_\_\_\_  
Liz Harrison  
President CUPE Local 4154

### **LETTER OF INTENT (1)**

The parties agree to participate in a committee to draft a policy regarding employee assault. The Union shall have three (3) representatives appointed by CUPE Local 4154. The committee will be expected to produce a draft policy within six (6) months of the signing of this agreement.

### **LETTER OF INTENT (2)**

In consideration of the use of their own vehicles while performing their duties, maintenance employees shall continue to be paid one hundred and fifty dollars (\$150.00) per month allowance, in addition to mileage allowance as specified in Article 28.02, until such time as the Board is able to provide Board-owned vehicles for their use.

### **LETTER OF INTENT (3)**

The Manager of Plant and Maintenance and his supervisors will convene a meeting no later than ninety (90) days after ratification, that will include three (3) representatives from the Custodians and Maintenance staff, to be selected by the Union, to develop a process for the selection of a footwear supplier(s).

### **LETTER OF INTENT (4)**

It is the intent of the parties, upon signing of the collective agreement, to establish a Joint Pay Equity Committee. Three (3) representatives from both parties shall meet to develop the terms of reference for the Committee that will identify:

- Committee Membership
- Selection of the evaluation tool
- As well as other such general and specific terms of reference

<b>BENEFIT PROVISIONS</b>	<b>COVERAGE</b>
<b>MEDICAL</b>	
<i>Deductible</i>	Nil
<i>Drug Coverage</i>	Direct Drug Card
<i>Hospital Room</i>	Semi-Private Private - \$10.00 p/day 120 day maximum lifetime
<i>Survivor Extension</i>	24 months; premium waived
<i>Vision</i>	\$250 maximum over a 24 month period
<b>DENTAL</b>	
<i>Fee Guide</i>	Prior Year
<i>Basic</i>	Unlimited
<i>Major Restorative</i>	50% - \$2000/yr
<i>Orthodontia</i>	50% - \$1000/yr;\$3000/lifetime
<i>Dentures</i>	Major Restorative
<i>Bridgework</i>	Major Restorative
<i>Restorations, Crowns, Inlays &amp; Onlays</i>	Major Restorative
<i>Survivor Extension</i>	24 months; premium waived
<b>LIFE</b>	
<i>Schedule</i>	3X Salary – max. \$350,000 Dep. Life - \$15000 (spouse) - \$5000 (child) Optional Life Available – units of \$10,000; Maximum \$250,000 Age Banded, Smoker-Non, Spousal Optional Available Optional – 100% employee

**RETIREMENT GRATUITY/SEVERANCE ALLOWANCE**

***For custodial/maintenance employees of the former Lanark, Leeds and Grenville County Roman Catholic Separate School Board (CUPE Local 3668-1):***

“Any employee who has completed more than ten (10) years’ continuous service and who retires due to age or who is required to sever his/her employment due to ill health as certified by a qualified medical practitioner, is eligible for severance pay equal to 50% of the unused accumulated sick leave credits as of the date of his/her termination and at his/her prevailing rate of pay at that time. In the event of the death of an employee with over ten (10) years of service, the above shall apply.”

***For employees of the former Prescott-Russell County Roman Catholic English Language Separate School Board (CUPE Local 2121):***

Severance Allowance (for Board employees on August 31, 1987)

“On severance after one (1) year of service, an employee having sick leave to his/her credit shall receive a salary grant in lieu thereof, equal to a maximum of one-half (1/2) year of regular pay. In the event of death, all accrued sick leave to a maximum of one-half (1/2) year of regular pay shall be paid as a cash settlement to his/her estate or beneficiary. Regular pay means the rate of pay in effect before severance occurs.

On retirement, an employee having sick leave to his/her credit shall receive a salary grant equal to his/her accrued sick leave to a maximum of one-half (1/2) year of regular pay at the rate of pay effective immediately prior to retirement.”

Severance Allowance (for employees hired after August 31, 1987)

“On retirement, an employee having sick leave to his/her credit shall receive a salary grant equal to the following chart:

5-9 years	10% accumulated sick days
10-14 years	20% accumulated sick days
15-19 years	30% accumulated sick days
20-24 years	40% accumulated sick days
25+ years	50% accumulated sick days

to a maximum of one-half (1/2) year of regular pay at the rate of pay effective immediately prior to retirement.

In case of death, the retirement allowance shall be paid to his/her estate or the beneficiary.

***For those employees transferred "en bloc" to the former Stormont, Dundas and Glengarry County Roman Catholic Separate School Board (CUPE Local 1223)***

En bloc transfer of September 1, 1989:

Employees who transferred from the Stormont, Dundas and Glengarry County Board of Education to the Stormont, Dundas and Glengarry Roman Catholic Separate School Board as part of the "en bloc" transfer of September 1, 1989, shall be offered the choice of participating in one of the following sick leave plans:

**Plan A:** to participate in the sick leave plan which they enjoyed when employed with the Stormont, Dundas and Glengarry County Board of Education, as described in Articles 19 and 29 and subsection (a) of section 22.04 and with amendments, as follows:

1. Pursuant to Section 155 of the Education Act, 1974, a Plan for cumulative sick leave and Retirement Gratuities is hereby established as of January 1, 1977, for the employees who were part of the September 1, 1989 "en bloc" transfer as per Appendix A.
2. The Chief Executive Officer of the Board shall keep a register or registers in which shall be recorded the credits, the accumulated credits and the deductions therefrom in respect of each employee.
3. The employees eligible under this Plan for cumulative sick leave and Retirement Gratuities shall be the employees who transferred from the Stormont, Dundas and Glengarry County Board of Education to the Stormont, Dundas and Glengarry Roman Catholic Separate School Board as part of the "en bloc" transfer of September 1, 1989, as per Appendix A.
4.
  - a) An employee of the Board on January 1, 1977, shall be entitled to an initial credit of the cumulative sick leave reserve standing to his or her credit on December 31, 1976, under the Plan for cumulative sick leave and Retirement Gratuities in effect at that time.
  - b) An employee commencing employment with the Board on or after January 1, 1977, shall be entitled to an initial credit as provided by Section 155 of the Education Act, 1974.
5. An employee, on leaving the employment of the Board, shall be entitled to receive, on request, a statement of the cumulative sick leave standing to his or her credit duly certified by the Chief Executive Officer.
6. On January 1<sup>st</sup> of each year, or as soon thereafter as is practical, each employee shall receive a statement of the cumulative sick leave standing to his or her credit as at December 31<sup>st</sup>, according to the records of the Board.
7. An employee eligible under this Plan shall receive pay of two (2) days per month for absence caused by sickness of the employee including an acute inflammatory condition of the teeth or gums, and for any additional absence so caused which is not in excess of his or her cumulative sick leave credits.

8. An employee eligible under this Plan shall be entitled to have all of the unused portion of his or her monthly sick leave transferred to his or her cumulative sick leave credits but such cumulative sick leave credits shall not exceed two hundred and sixty (260) days.
9. No sick leave may be earned in any month in which the employee is absent from duty for more than five (5) days for any reason other than the following:
  - (a) annual vacation
  - (b) sick leave under the provision of this plan
  - (c) absence while in receipt of Workmen's Compensation for injury received while in the employ of the Board
  - (d) jury duty
10.
  - a) All absences caused by sickness of the employee up to and including three (3) days may be certified by the employee's supervisor.
  - b) After three (3) days' absence caused by sickness of the employee, no leave with pay shall be allowed unless a certificate of a duly qualified medical practitioner or dentist is furnished to the Chief Executive Officer of the Board certifying to the inability of the employee to attend to his or her duties.
  - c) Notwithstanding subsection (a) of this section, the Board may require an employee to submit the certificate required under subsection (b) for a period of absence of three (3) days or less.
11.
  - a) The rate of pay for absence under the provisions of this plan shall be the basic hourly rate for the job classification of the employee and shall not include premium, shift differential, overtime or any other special rate.
  - b) Paid holidays for which an employee would have received pay and which occur during the time an employee is absent on leave under the provisions of this plan shall not be charged against the employee's cumulative sick leave credits.
12. When an employee returns to employment with the Board after leave of absence without pay will loss of seniority or layoff with loss of seniority, he or she shall not be entitled to retain his or her cumulative sick leave credits existing at the commencement of the leave without pay or layoff.

13. An eligible employee retiring from employment with the Board by reason of health or age, or any reason approved by the Board, after five (5) years or more of continuous service with the Board, shall be entitled to a retirement gratuity calculated in accordance with the following table:

<b>Length of Service in Years</b>	<b>Percentage of Cumulative Sick Leave Credits times the Daily Rate of Pay</b>
5	12%
6	14%
7	16%
8	18%
9	20%
10	22%
11	24%
12	26%
13	28%
14	30%
15	32%
16	34%
17	36%
18	38%
19	40%
20	42%
21	44%
22	46%
23	48%
24	50%

14. a) The daily rate of pay as used in the calculations of the retirement gratuity in Section 13 shall be defined as eight (8) times the basic hourly rate for the job classification of the employee at the time of retirement.  
 b) In calculating service for the purpose of Section 13, service with the Board shall include continuous service with a former school board in the school division of this Board, provided the employee was in the employ of such board on December 31, 1968, and provided the continuous service ends on that date.  
 c) In any event, the retirement gratuity shall not exceed an amount equal to one-half (1/2) the pay of the employee for one (1) year calculated at the basic hourly rate for the job classification of the employee at the time of retirement.
15. In the event of the death on an employee, either before or after retirement, benefits, if any, arising from this plan shall be paid to the designated beneficiary or to the estate of the deceased employee.

**Plan B:**

to participate in the Stormont, Dundas and Glengarry Roman Catholic Separate School Board plan as described in Articles 19 and 29 and in subsection (a) of Section 22.04, with the following additions:

- a) Cumulative sick leave credits will be frozen as at the date of the signing of the January 1, 1991 to December 31, 1993 Collective Agreement.
- b) Beginning January 1, 1991, any personal days taken will be deducted from the employee's cumulative sick leave credits referred to in (a) above.
- c) Time without pay will not be allowed. Days that would have been taken as time without pay will be deducted from the employee's cumulative sick leave credits referred to in (a) and (b) above.
- d) Employees who have fulfilled the requirements of the Long Term Disability Plan and are in receipt of Long Term Disability payments will have their cumulative sick leave credits deducted by thirty percent (30%) and receive from the Board this thirty percent (30%) in salary.

This formula will continue until the cumulative sick leave credits have expired. The employee will then continue to receive Long Term Disability payments according to the plan in effect.

Any cumulative sick leave credits remaining at the time of retirement will be paid out as a retirement gratuity as described in Plan A above.



**STAFFING PROTOCOL**

**Educational Assistants**

In order to address the concerns of Educational Assistants; to effectively meet the needs of the students; to attain the staffing flexibility required to ensure quality service is maintained; to provide consistency in staffing within a school; and to be responsive to current funding guidelines, the following staffing process will apply to Educational Assistants. Nothing stated below prevents the transfer of an Educational Assistant at any time if required.

On an annual basis and as soon as funding allows (where possible, by June 30<sup>th</sup>), Special Education staffing assignments will be established. Educational Assistant positions will be assigned based on the needs of the school, and in a manner that ensures the continued provision of quality service to the students.

**Board Initiated Transfers:**

1. To maintain quality service and recognizing the unique requirements when staffing positions associated with Special Education, the Board may transfer any Educational Assistant, no more than sixty (60) kilometers from his/her current work location, unless a greater distance is mutually agreed upon.
2. Where feasible, the Educational Assistant concerned shall be informed at least two (2) weeks prior to the transfer.

**Redundant to System:**

1. Educational Assistants shall be declared redundant in reverse order of seniority, and will be placed on recall as per the collective agreement.

**Employee Vacancies:**

1. Any position that becomes vacant and is considered “permanent” will be posted and employees may apply. Although the position is permanent, the placement of the individual would however be temporary. The successful applicant will be awarded the position but will not be placed in it until the following September provided the staffing requirement remains the same. Placement may occur throughout the school year if it will result in an increase in hours for the successful applicant.
2. Vacancies that occur throughout the school year that are temporary in nature will be staffed with temporary employees. Employees hired for these positions who are not currently part of the bargaining unit will accrue no seniority or rights for the position.
3. Consideration will be given to employee requests before any new positions are confirmed, based on the needs of the school and or child or seniority, and in a manner that ensures the continued provision of quality service to the students.