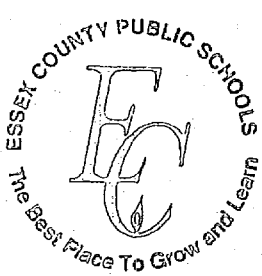


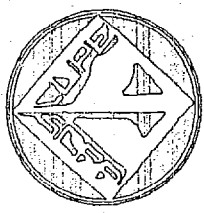
# Collective Agreement



Between

THE ESSEX COUNTY BOARD of EDUCATION

and



THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1348

1996 04 01 - 1998 03 31

# TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Management Rights	1
2	Recognition	1
3	Union Security	3
4	Correspondence	4
5	Union -Representation	5
6	Grievance Procedure	7
7	Policy Grievances	9
8	Arbitration	10
9	Seniority	11
10	Job Vacancies	14
11	Lay-Offs and Recalls	16
12	Hours of 'Work	21
13	Overtime	22
14	Paid Holidays	23
15	Vacations	25
16	Sick Leave	29
17	Leave of Absence	32
18	Salaries and Wages	36
19	Employee Benefits	42
20	General	44
21	Contracting Out	45
22	Technological Change	46
23	Terms of. Agreement	48

# COLLECTIVE AGREEMENT

BETWEEN

THE ESSEX COUNTY BOARD OF EDUCATION

AND

C.U.P.E. 1348

## ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 The Union recognizes the right of the Board to hire, retire, direct, transfer, promote, lay-off and the right to discipline, suspend or discharge for a just cause, any employee subject to the provisions of this Agreement.
- 1.02 The Union recognizes further the right and duty of the Board to operate and manage its school system in accordance with its obligations, and to make from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with provisions of this Agreement.
- 1.03 The employer shall not discriminate against any employee with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex or marital status, as provided for in the Ontario Human Rights Code.

## ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes the Union as the sole bargaining agent for all Office Employees, Educational Assistants, Developmental Services Workers, Child and Youth Workers and Adult Assistants of the Board in Essex County, save and except supervisors, persons above the rank of supervisor; one Administrative Assistant to the Director of Education and to each of four (4) Superintendents, Secretary to the E.A.P. Coordinator and two (2) secretaries in the Human Resources Department.
- 2.02 The term "seniority employee", when used in this Agreement, shall mean an employee employed by the Board within the bargaining unit described in Article 2.01 of this Agreement, who has successfully passed the probationary period.

2.03 The term “probationary employee”, when used in this Agreement, refers to an employee employed by the Board within the bargaining unit described in Article 2.01 of this Agreement, who has not acquired seniority as defined in Article 9 of this Agreement.

2.04 The term “temporary employee”, when used in this Agreement, shall mean an employee who may be employed by the Board to perform the duties of an employee who is absent,

A “temporary employee” shall not be deemed to be a seniority or probationary employee, and shall not be covered by any provision of this Agreement other than where specified.

2.05 A “part-time” employee, when used in this Agreement refers to a seniority employee employed by the Board within the bargaining unit described in Article 2.01 of this Agreement who is regularly scheduled to work less than 35 hours per week. All benefits under this Agreement shall be pro-rated for a “part-time” employee in the ratio that the regularly scheduled hours bears to 35 hours.

2.06 “Board” shall be as defined in The Education Act.

2.07 The Union recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board in negotiations on its behalf for the purposes of this Collective Agreement.

2.08 The following article will only apply during the term of this collective agreement, 1996 04 01 to 1998 03 31, and will cease to be included in the collective agreement after that period.

In the event that the Essex County Board of Education amalgamates with any other Board of Education, the Essex County Board of Education will make every reasonable effort to secure continued employment for Clerical Workers and Educational Assistants of the Essex County Board of Education who were in its employ at the time of amalgamation on terms and conditions of employment which are as similar as possible to those existing prior to amalgamation.

### ARTICLE 3 - UNION SECURITY

- 3.01 The Board agrees to deduct from the wages of each employee defined in the bargaining unit a sum equal to the current monthly dues, and to remit such deductions to the Treasurer of the Local Union not later than the 15th day of the month following the months in which such deduction is made, together with a list in duplicate of the names of all employees from whose pay dues were so deducted. The Union agrees to keep the Board informed as to the name and address of the Treasurer of the Local Union and the Union shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as-a result -of the deduction and remittance of dues by the Board pursuant to this Article.
- 3.02 The Union shall notify the Board in writing of the amount of such Union dues from time to time.
- 3.03 The Board agrees to acquaint new employees covered by this Agreement with the fact that this Agreement is in existence, and to provide them with a copy of same at date of hiring.
- 3.04 Any employee who is a member of the Union at the time of the signing of this Agreement shall, as a condition of continued employment, remain a member of the Union, and further, any new employee shall, as a condition of continued employment, become a member of the Union upon appointment to the seniority staff.
- 3.05 It is agreed that probationary employees who are hired may be interviewed by a Union representative who shall be given release time without loss of pay or benefits. Such interview shall not exceed thirty minutes.
- 3.06 Union dues shall be deducted from probationary employees on the same scale as seniority employees.
- 3.07 Union dues deducted from an employee's pay during the year will be shown on the employee's Income Tax form, T4, for that period.

ARTICLE 4 - CORRESPONDENCE

4.01 All correspondence between the Parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Education/ Operations of the Board and the Secretary of the Local Union (with a copy to the President) or their delegated alternates, and affected person(s) concerned. Correspondence which is directed to the Essex County Board of Education should be forwarded to the Director of Education and Secretary to the Board.

## ARTICLE 5 - UNION REPRESENTATION

5.01 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Board under Article 23, under Step 2 of the Grievance Procedure and thereafter or at any other meeting between the Parties where it is mutually agreed.

### 5.02 Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the right of the Union to appoint or elect Stewards whose duties shall be to assist any employee, whom the Steward represents, in preparing and in presenting a grievance in accordance with the grievance procedure.

The Union shall elect or appoint a maximum of ten (10) Stewards. Two (2) of the Stewards shall be appointed by the Union as Chief Stewards.

5.03 The Union shall establish the following Committees:

(a) Grievance Committee

To comprise a maximum of four (4) seniority employees as its members, and the purpose of which is as set out in Step 2 of the Grievance Procedure in this Agreement.

(b) Negotiating i t t e e

To comprise maximum of five (5) seniority employees as its members and the purpose of which is as set out in Article 23 of this Agreement.

(c) Labour-Management Committee

To comprise a maximum of four (4) seniority employees as its members. This Committee shall meet as mutually determined by the Parties to discuss matters of mutual concern. This Committee shall not by-pass the Grievance Procedure as set out in this Agreement. The Board will assume the responsibility for recording the minutes of the meeting and circulating them to the members of the Committee.

(d) Joint Job Evaluation Committee (For Clerical Workers Only)

To comprise two (2) Union members on the Committee and two (2) representatives from Management for purposes as set out in Article 18.03.

- 5.04 The Parties agree that they shall not hinder, coerce, restrain or interfere in any way with recognized Stewards, or members of Committees in the performance of their duties as set out herein, provided they (the Stewards or members of Committees) have the prior approval of the Superintendent or designate as established in Article 5.05.
- 5.05 Stewards and members of Committees must obtain prior approval of the Superintendent or designate, before meeting with Board Officials under this Agreement. In accordance with this commitment, leaves of absence without loss of pay or seniority shall be granted such Union Officers for such meetings.



## ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 Within the terms of this Agreement, a grievance shall be defined as a difference of opinion between the parties or between the Board and a seniority employee as to the interpretation, application, administration or alleged violation of this Agreement. A written grievance, as required in Steps 1, 2, and 3 of this Article 6, shall state the particulars of the grievance and note the Article allegedly violated and the redress sought.
- 6.02 It is agreed that no seniority employee has a grievance until the Superintendent or alternate has been given an opportunity to rectify the complaint. Such complaint must be brought within twenty (20) working days from the time when the cause for the complaint occurred. Failing satisfaction within five (5) working days, the complaint shall be put in writing, and treated as a grievance in the following sequence and manner:

### Step

Within five (5) working days of the reply of the Superintendent or designate at the Complaint Stage, but not thereafter, the seniority employee, who may be assisted by a Steward, shall present the written grievance to the Superintendent or alternate. The Superintendent or alternate shall have five (5) working days within which to reply in writing to the grievance.

### Step

Failing satisfaction at Step 1 of the Grievance Procedure, then within five (5) working days of the date upon which the reply was due in Step 1, but not thereafter, the Union shall request, by a letter in writing to the Director, a meeting with the Director of Education. The Director of Education shall arrange a meeting within ten (10) working days of the receipt of the request. The Director of Education shall provide a written decision to the Chairperson of the Grievance Committee within five (5) working days of said meeting.

### step 3

If the written decision of the Director of Education is not satisfactory to the Grievance Committee, an appeal to the appropriate Committee of the Board may be lodged in writing with the Secretary of the Board within five (5) working days after the date on which the Chairman of the Grievance Committee received the written decision of the Director of Education. The appeal shall be placed upon the agenda for consideration by the Board Committee at a time mutually agreed upon by the Parties concerned after the lodging of the appeal. The seniority employee concerned shall have the right to appear before the Board Committee along with the Grievance Committee

of Local 1348 and a representative of the Canadian Union of Public Employees. The decision of the Board Committee shall be delivered in writing by the Secretary of the Board to the Chairperson of the Grievance Committee not later than five (5) working days after the date of the meeting.

Step

If the decision of the Board Committee in Step 3 above is not satisfactory to the Grievance Committee and provided the complaint and grievance have been processed in the manner laid down in Article 6.02 above (including Steps 1, 2, and 3) within the time limits prescribed, the grievance may be taken to Arbitration in accordance with Article 8 of this Agreement.

- 6.03 A seniority employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 6, Grievance Procedure. Step 1 of the Grievance Procedure may be omitted in such cases.
- 6.04 In case of discharge and discipline, the burden of proof of just cause shall rest with the employer.

## ARTICLE 7 - POLICY GRIEVANCES

7.01 Within the terms of this Agreement, a Policy Grievance shall be limited to and defined as a difference of opinion between the parties as to the interpretation or administration of this Agreement, and where the matter brought forward is considered to affect a group of seniority employees or the Union. A Policy Grievance shall be submitted in writing to the Superintendent or designate within five (5) working days of the date of the occurrence giving rise to the claim of misinterpretation or maladministration of this Agreement. The Superintendent or designate shall reply in writing to the grievance within ten (10) working days following receipt of the grievance. In the event that such reply is unsatisfactory, the Union may, within the required set out time limits, process the grievance to Step 2, 3 and then Step 4 of Article 6.02 of the Grievance Procedure in accordance with the terms of this Agreement.

## ARTICLE 8 - ARBITRATION

- 8.01 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is **arbitrable**, or where an allegation is made that this Agreement has been violated, either of the parties may, within sixty (60) days, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to Arbitration and the notice shall contain the name of the first Party's appointee to the Arbitration Board.
- 8.02 The recipient of the notice shall, within five (5) working days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall proceed to appoint a third person who shall be the Chairperson.
- 8.03 If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within thirty (30) calendar days, the appointment shall be made by the Minister of Labour of Ontario upon request of either Party.
- 8.04 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 affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs.
- 8.05 By mutual agreement, a single Arbitrator may be named.
- 8.06 Each of the Parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chairperson.
- 8.07 The Arbitration Board shall have the authority to vary any penalty imposed on any employee.
- 8.08 The parties agree that an Arbitrator's or an Arbitration panel's decision may not alter or modify the terms of this Collective Agreement.
- 8.09 Any time limits mentioned in the grievance and arbitration procedures may be extended by mutual agreement between the parties and by notification and confirmation in writing.

## ARTICLE 9 - SENIORITY

- 9.01 Seniority rights of employees shall be established after a probationary period of three (3) months and shall date from the time any such employee first entered the employment of the Board or a predecessor Board.

During the probationary period, a probationary employee shall not be entitled to any provision of the Agreement save and except wage rate classification and holiday pay from date of hiring.

Effective 1989 01 01 for Clerical Workers and 1992 01 01 for Educational Assistants, the accumulated scheduled employment for seniority purposes for 10-month employees shall begin to include hours in proportion to the vacation pay calculated on regularly scheduled hours under Article 15.06(b), Step 1 for Clerical Workers and Article 15.02 for Educational Assistants.

- 9.02 A seniority employee is one who has completed the probationary period and will be notified in writing within five (5) working days of completing probation.
- 9.03 A seniority list shall be established and shall be brought up-to-date annually as of March 31 and shall be posted on employee bulletin boards, The seniority list shall contain the name of each seniority employee, the employee's location., job title, date of hire and seniority date. The list shall be in order by seniority date from the earliest to the most recent.
- 9.04 The seniority date shall 'be determined and adjusted as follows:

For seniority employees whose most recent date of hire is after 1995 08 31, then the seniority date shall be the date of hire.

For seniority employees whose most recent date of hire is on or prior to 1995 08 31, then the date of hire shall be the date published on a special seniority list dated 1995 09 01.

Except where otherwise specified in this collective agreement, the seniority date shall be adjusted to reflect any unpaid leave of absence of longer than twenty (20) continuous working days except for:

- pregnancy and parental leave up to the total maximum of thirty-five (35) weeks;
- absence while on Workers' Compensation;
- unpaid leaves while sick (whether receiving long-term disability benefits or not) and including absences referred to in Article 17.09.

## 9.05 Loss of Seniority

The seniority of an employee shall be lost and the employment of such employee declared terminated in the event that such employee:

- (a) is discharged for just cause and is not reinstated through the grievance or arbitration procedure;
- (b) resigns;
- (c) is absent from work ~~without giving~~ a **satisfactory** reason to the Board;
- (d) after a lay-off fails to return to work within seven (7) calendar days after being informed by registered mail to do so unless a satisfactory reason is given to the Board for such failure. It shall be the responsibility of each employee to **keep** the Board informed of their current address;
- (e) is laid off for a period longer than one (1) year. The initial day of any lay-off period for a seniority employee shall be the most recent date immediately following employment by the Board, where such employment consists of a minimum of twenty (20) continuous working days.

9.06 An employee absent from work because of **sickness**, accident, lay-off for a year or less, or leave of absence 'approved by the Board shall not lose seniority rights.

9.07 No employee shall be transferred to a position outside the 'bargaining unit without their consent.

9.08 (a) The selection or appointment of an employee for a supervisory position or for any position not subject to this Agreement is not governed by this Agreement. However, if any employee is or has been **transferred** or appointed to a supervisory position or any position not subject to this Agreement, and later transferred back to a position which is governed by this Agreement then the seniority of such employee will continue to accumulate while in such position not subject to this Agreement for a period of one (1) year. An employee who returns from such position not subject to **this** Agreement to a position within the scope of this Agreement within a period of one (1) year as previously stated shall receive credit for full seniority both in and out of this Agreement.

(b) An employee who is or has been transferred to a position not subject to **this Agreement**, and who does not return from such position to a

position within the scope of this Agreement within a period of one (1) year from the date of such appointment, shall cease accumulation of seniority one (1) year from the date of such appointment. If such employee returns to a position within the scope of this Agreement after the aforementioned period of one (1) year, the employee shall be given seniority credit equal to seniority previously accumulated within the scope of this Agreement plus one (1) year.

- (c) An employee returning from a position not subject to this Agreement to the bargaining unit shall be placed in a job consistent with seniority and no lay-off or bumping of a more senior employee shall result from such return.

#### FOR EDUCATIONAL ASSISTANTS ONLY

- 9.09 A seniority employee who is **appointed** to a position in a job classification, as described in Article 11.05, for which they have not served a probationary period, shall serve a “trial period” of sixty (60) working days, beginning with the effective date of the appointment. During the trial period the employee may be returned, or choose to return, to the immediate prior position, with any employee so displaced returned to that employee’s immediate prior position, in succession.

## ARTICLE 10 - JOB VACANCIES

10.01 When a vacancy occurs within this bargaining unit and the Board determines to fill such vacancy (except during the placement period referred to in 11.08), or when the Board determines to increase the number of employees within this bargaining unit, the Board shall post notice of the vacancy for five (5) working days, setting forth the location, job, grade or classification and the weekly work schedule to be subject to the following conditions:

- (a) It is understood that weekly work schedules may undergo temporary adjustment in keeping with Article 12.04.
- (b) Permanent adjustment to any work schedule will involve prior consultation with the employee affected, and the final decision on such adjustments will be made by the Superintendent of Education/Operations or designate.
- (c) The employee shall provide documentation regarding certification to the Superintendent of Education/Operations or designate. In the case of a posting, a certification must be presented prior to the closing date of the posting. Postings shall include certification, if required, and any appropriately certificated employee may apply.

Any employee may submit a written application for such vacancy within the above mentioned five (5) working days.

10.02 The job left vacant by the successful applicant for the initial posting shall be posted in conformity with Article 10.01 above with no more than three (3) subsequent postings being required. An employee who is a successful applicant for a vacancy shall not be entitled to apply for any other vacancy for a period of six (6) months except where a promotion for such employee is involved.

10.03 The Board shall consider the following two (2) factors in determining which employee is to be selected:

- (a) relative seniority of the applicants, as determined in Article 9; and
- (b) the requirements of operations, and the ability of the applicant to do the job.

When in the judgment of the Board, which shall not be exercised in an unfair manner, factor (b) is relatively equal as between two (2) or more applicants, seniority shall govern. If none of its existing employees is



qualified to fill a vacancy, the Board may engage an employee from another source.

In the above situations, the employer will undertake to provide, in the initial weeks on the job, a program of orientation training relative to the position.

- 10.04 All applicants shall be notified in writing of the selection by the Board within seven (7) working days.
- 10.05 The Union shall be notified within seven (7) -working days of all appointments, promotions, transfers, lay-offs and terminations of employment affecting the bargaining unit. The Superintendent of Education/Operations or designate shall advise the applicants of the reason for an unsuccessful application when a person with more seniority does not receive the position.
- 10.06 Where an employee transfer is under consideration, the Union shall receive notice at least ten (10) working days in advance of the intended date of transfer. Such notice shall include reasons why the projected transfer is deemed necessary. Prior to the date of transfer, if the Union so requests, a Labour-Management meeting will be scheduled for discussion on the matter.

FOR CLERICAL WORKERS ONLY

- 10.07 In situations where temporary replacements are required for a continuous period of not less than eighty-five (85) working days, prior notice of the temporary vacancy will be distributed to the Union. Interested seniority employees may apply for a temporary transfer to fill the vacancy, provided that the vacancy is listed under a job title which is different from that of the applicant's present job.

Final approval of such a transfer shall rest with the employer. Temporary replacement of the transferred employee will be accomplished under the terms of Article 11.03.

ARTICLE 11 - LAY-OFFS AND RECALLS

FOR CLERICAL WORKERS ONLY

11.01 A lay-off shall be defined as a reduction in the work force (excluding summer closing of elementary schools).

11.02 (a) An employee, who is to be laid off, shall have the right to accept the lay-off or to bump a member of the bargaining unit with less seniority and of an equal or lower grade, provided -that the employee can perform the requirements of the job as set out in the Job Evaluation Manual.

(b) An employee, who would subsequently be laid off as a direct result of the initial bump permitted under 11.02(a), shall have the right to accept the lay-off or the right to bump a less senior employee as follows:

(i) the least senior employee in the same wage grade who has the same hours of work (if there is not such a position, and at the employee's option, the least senior employee in the same wage grade working more hours); or

(ii) the least senior employee in the same wage grade working fewer hours; or

(iii) any less senior employee in a lower wage grade working any h o u r s ;

provided that the employee can perform the requirements of the job as set out in the Job Evaluation Manual.

(c) An employee whose weekly hours have been reduced shall have the right to accept the reduction or to bump a member of the bargaining unit with less seniority and of an equal or lower grade and equal or fewer hours, provided that the employee can perform the requirements of the job as set out in the Job Evaluation Manual.

(d) An employee, who would subsequently be laid off as a direct result of 11.02(c), shall have the right to accept the 'lay-off or the right to bump a less senior employee as follows:

(i) the least senior employee in the same grade with equal hours; or

- (ii) the least senior employee in the same grade with the hours closest to, and fewer than, the current hours; or
- (iii) the least senior employee in a lower grade working any hours;

provided that the employee can perform the requirements of the job as set out in the Job Evaluation Manual.

- (e) An employee who has been bumped as a result of 11.02(b) or 11.02(d) may accept the lay-off or bump the least senior employee in the bargaining unit, in an equal or lower -grade,- provided that the employee can perform the requirements of the job as set out in the Job Evaluation Manual.
- (f) In each of the above bumping situations, the employee shall provide to the Board by the end of the second work day after receiving notice, their written decision regarding bumping or it will be deemed that they have accepted the lay-off.

11.03 With the exception of positions requiring technological skills or specialized training, employees shall be recalled to work on the basis of seniority, and new employees shall not be hired for job vacancies or temporary replacements until those laid off have been given an opportunity for recall. Where it is decided to effect a replacement and taking into consideration the work schedule involved, seniority employees working less than thirty-five (35) hours per week, including those on lay-off, and who have declared their availability, will be given preference over "temporary employees" at the grid rate of pay.

Seniority employees working less than thirty-five (35) hours per week who wish to declare their availability for other work shall write to the Superintendent of Education/Operations annually by December 15 to declare where and when they will be available for work for the next calendar year. The employee may change this declaration at any time, in writing, to the Superintendent of Education/Operations.

FOR EDUCATIONAL ASSISTANTS ONLY

11.04 A lay-off shall be defined as a reduction in the work force (excluding the summer closing of schools, professional activity days.)

11.05 For the purpose of this Article job classifications shall be:

- (i) Educational Assistant - Special Education
- (ii) Educational Assistant - Junior Kindergarten
- (iii) Developmental Services Worker
- (iv) Child & Youth Worker
- (v) Adult Assistant

11.06 Educational Assistants - Junior Kindergarten and Educational Assistants - Special Education may bump across these two classifications as provided except during the placement period referred to in Article 11.08.

- (a) An employee who is to be laid off shall have the right to accept the lay-off or to bump a member within the job classification with less seniority, for which they can perform the requirements of that specific placement.
- (b) An employee whose weekly hours have been reduced shall have the right to accept the reduction or bump a person of less seniority within the job classification with equal hours, provided they can perform the requirements of that specific placement.
- (c) Some positions are to provide services to a specific student or students. If the aligned student(s) is absent for up to five (5) consecutive work days, the aligned employee may, at their option, work the full regular schedule for those days and be paid for the hours worked. Such employee may be **re-assigned** to other duties for this time.

If the aligned student(s) is absent for five (5) consecutive school days, then the aligned employee may choose to accept lay-off without access to bumping and await the return of the student. Alternately, this aligned employee may choose to bump by informing the Manager of Human Resources prior to the end of the 3<sup>rd</sup> day of their intention to bump. If the aligned employee does not do so, it will be assumed that the employee chose to await the return of the student. Under these circumstances the requirement of Article 11.10 shall not apply.

- (d) The employee bumped by the procedure in (a), (b), (c) above, may choose to accept the lay-off or bump the least senior employee in that job classification provided they can perform the requirements of that specific placement.

11.07 In each of the above bumping situations, the employee shall provide to the Board by the end of the second work day after receiving notice, the written decision regarding bumping or it will be deemed that they have accepted the lay-off.

11.08 (a) Notwithstanding Articles 11.06, 11.07, and 11.10 Educational Assistants-Junior Kindergarten shall be recalled, assigned and transferred during the placement period as follows:

- (i) By June 30 of the prior school year each Educational Assistant-Junior Kindergarten shall complete, sign and submit to the Superintendent of Education/Operations a placement form. During the placement period, employees will be placed in accordance with the following procedures and the information on the placement form.
- (ii) Prior to the placement period, employees shall be re-appointed to the same school as the prior year if there is a position. If the number of hours has changed, placement will be determined by the information on the placement form for that employee.
- (iii) During the placement period any loss of position(s) or change in the number of hours will be determined first and the placement of such employee will be determined by the information on the placement form for that employee.
- (iv) Then, if there are vacancies during the placement period they will be filled in order of seniority using the information on the placement forms.
- (v) An employee who has been offered a position on the placement form or subsequently to placement offered a position and refuses shall fall under the provisions of Article 9.05.

- (b) In all the above circumstances any placement, or recall and/or bumping is subject to the employee being able to perform the requirements of that specific placement.

- (c) During the placement period for Educational Assistants-Junior Kindergarten there shall be no requirement for notice of lay-offs as in Article 11.10; and posting requirements for vacancies shall be waived for this classification.
  - (d) At the end of the placement period, if there are vacant positions for which there are no Educational Assistants - Junior Kindergarten available, the positions will be posted. If there are seniority Educational Assistants - Junior Kindergarten who have not been placed or whose hours have been reduced from the end of the prior school year, they may accept the lay-off or reduction of hours or choose to bump as provided in this Article.
- 11.09 (a) With the exception of positions requiring special background or specialized training, employees within each job classification shall be recalled to work on the basis of seniority, and new employees shall not be hired for job vacancies until those laid off from that job classification have been given an opportunity for recall.
- (b) Educational Assistants - Junior Kindergarten and Educational Assistants - Special' Education may be recalled to these two classifications as provided except during the placement period described in Article 11.08.

#### ALL EMPLOYEE GROUPS

- 11.10 Unless legislation is more favourable to the employee, the Board shall notify the employees who are to be laid off twenty (20) working days prior to the effective date of the lay - off. This requirement will not apply with respect to Educational Assistants - Junior Kindergarten during their placement period.
- 11.11 Pursuant to the bumping procedure as outlined in this Article, the Executive of the Union which is comprised of the President, the Vice-President, the Treasurer and the two (2) Chief Stewards shall be the last persons laid off during their term in office.
- 11.12 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- 11.13 Every effort will be made to provide eligible employees with their Record of Employment within five (5) days of the last day of work.

## ARTICLE 12 - HOURS OF WORK

12.01 For Clerical Workers and Educational Assistants, regular hours of employment shall be seven (7) hours per day, and for the Adult Assistant six (6) hours per day, five (5) days per week, Monday to Friday, or as regularly scheduled for the required days. Up to one (1) hour without pay shall be permitted per day for lunch. The Superintendent or designate shall have the right to alter hours of work where, in the Board's sole discretion, the better operation of the system requires it.

For Educational Assistants the work year shall be instructional days plus one (1) professional activity/professional development day to be scheduled by the Principal or Superintendent.

### 12.02 Minimum Hours:

A seniority employee reporting for work on a regular shift shall be paid the regular rate of pay for the entire period of work, if the employee works the entire period. A seniority employee who reports for a regular shift and is not permitted by the Board to commence work due to no fault of the employee shall be paid three (3) hours pay at straight time.

A seniority employee who reports for a regular shift and whose work is discontinued by the Board after having commenced such regular shift due to no fault of the employee shall be paid a minimum of four (4) hours pay at straight time.

### 12.03 Break Periods:

All employees shall be permitted a fifteen (15) minute rest period both in the first half and in the second half of a normal daily shift.

12.04 Management reserves the flexibility of temporarily rescheduling the regularly scheduled time within the week, at the regular rates of pay.

ARTICLE 13 - OVERTIME

13.01 Overtime requires the prior approval of the Superintendent of Education/ Operations or designate.

13.02 Overtime shall be defined as time worked in the employee's regular position in excess of thirty-five (35) hours or the regularly scheduled time per week. The employer agrees to give the employee working less than thirty-five (35) hours per week advance notice of at least two days if the employee should be required to work in excess of the regularly scheduled time per week. Whenever such advance notice has been given, the hours so worked will not be considered overtime.

13.03 Overtime rates

Overtime shall be paid for at the rate of time and one-half of the normal rate for work performed during the normal work week, Monday through Friday. All work performed between the hours of 12:01 a.m. Saturday to 12:00 midnight Saturday shall be paid at the rate of time and one-half of the normal rate. All work performed between the hours of 12:01 a.m. Sunday and/or holiday and 12:00 midnight which ends the same day shall be at the rate of double time of the normal rate.

13.04 Temporary replacements by seniority employees shall not be considered overtime.

13.05 No Lay-off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime work.

13.06 Minimum Call-Back Time

An employee who is called in and required to work outside regular working hours shall be paid a minimum of four (4) hours at overtime rates.

13.07 Meal Time Allowance

An employee who works in excess of nine (9) hours per day shall be granted up to one hour off without pay for the purpose of eating. In such cases, such employee shall receive a meal allowance of \$6.00.



ARTICLE 14 - PAID HOLIDAYS

FOR EDUCATIONAL ASSISTANTS ONLY

14.01 List of Holidays: The following will be recognized as paid holidays for probationary and seniority employees to be paid for at the regular rates providing the employee has worked both the employee's scheduled working day previous to and the employee's scheduled working day following the holiday:

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

and any other day proclaimed as a holiday by the Government of Canada, or by the Government of the Province of Ontario.

FOR CLERICAL WORKERS ONLY

14.02 List of Holidays: The following will be recognized as paid holidays for probationary and seniority employees to be paid for at the regular rates providing the employee has worked both the employee's scheduled working day previous to and the employee's scheduled working day following the holiday:

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

and any other day proclaimed as a holiday by the Government of Canada, or by the Government of the Province of Ontario. For Remembrance Day the employee shall be given an alternative day, as a holiday, during the Christmas-New Year's break. In a year when the Christmas Eve Day to New Year's Day holiday schedule leaves one work day during the period, that day will be designated by the Board as a paid holiday.

ALL EMPLOYEE GROUPS

14.03 An employee shall not lose holiday pay if:

- (a) the holiday falls within the first or last week of a lay-off or of an approved leave of absence.
- (b) the holiday falls during the absence when sick leave credits are being utilized.

14.04 Employees working less than thirty-five (35) hours -per week will be paid for such holidays on a pro-rated basis in accordance with the Employment Standards Act.

14.05 When any of the said holidays falls on a Saturday or Sunday, the Board shall grant equivalent alternative time off with pay.

ARTICLE 15 - VACATIONS

15.01 If the Board's school-year calendar includes a two-week Winter Break, then 10-month employees will be paid a vacation advance of up to ten (10) days pay provided they have accrued sufficient vacation credit by this time.

FOR EDUCATIONAL ASSISTANTS ONLY

15.02 Vacation pay shall accumulate in accordance with the schedule below and will be paid in the month of July.

SENIORITY

VACATION ENTITLEMENT

Less than one (1) year

According to government regulations

After one (1) year and up to eight years

Six (6) percent of earnings

After eight (8) years to twelve (12) years

Eight (8) percent of earnings

After twelve (12) years

Ten (10) percent of earnings

FOR CLERICAL WORKERS ONLY

15.03 Every seniority employee shall be granted an annual vacation according to the following schedule:

SENIORITY

VACATION ENTITLEMENT

Less than one year

According to government regulations

One (1) to eight (8) years

Three (3) weeks with pay

After eight (8) years to twelve (12) years

Four (4) weeks with pay

After twelve (12) years to twenty (20) years

Five (5) weeks with pay

After twenty (20) years

Six (6) weeks with pay

15.04 Seniority Employees working less than thirty-five (35) hours per week shall be granted annual vacation allowance in accordance with the ratio which their scheduled hours in a normal work week bears to thirty-five (35) hours; such ratio to be applied to the vacation schedule of a regular full-time employee set out in 15.02 above, and based upon continuous scheduled service. (Please refer to Article 15.06(b), Step 3, for method of calculation.)

Vacation shall not accrue for unpaid leaves except for those granted under Article 17.07.

15.05 Vacation Scheduling

- (a) Employees shall be asked to state their preference in vacation dates by April 15th of the vacation year.
- (b) Annual request for vacation shall be confirmed by the Superintendent to each seniority employee on or before May 1st of each year. Once confirmed, the vacation dates shall be final, except as noted in (c) below.
- (c) Employees wishing to exchange vacation schedules after the schedule is posted must have the approval of the Superintendent who will consult with the immediate supervisor,
- (d) The Board shall, subject to the right to maintain a qualified work force, grant the choice of vacation dates to employees with the greatest seniority.

15.06 (a) Computing Vacation Entitlement

Seniority, as set out in Article 15.03, shall be determined from July 1st of the year preceding the year of vacation entitlement and June 30th of the year of vacation entitlement.

(b) Computing Vacation Pay

Vacation entitlement for seniority employees regularly scheduled to work ten months per year, shall be calculated as follows:

Step 1 -

Number of weeks of vacation entitlement (Art. 15.03) X regularly  
scheduled hours/week X number of weeks worked including  
pro-rated vacation entitlement  
52 weeks

= vacation hours per year

Step 2 - Vacation pay distribution:  
Paid each June.

Step 3 - Vacation pay on additional scheduled hours shall be calculated  
as follows, and included with the next vacation pay

Weeks of vacation entitlement(Art. 15.03) X additional hours worked  
52 weeks

= additional vacation hours.

#### 15.07 Time of Vacation

All vacations shall be taken during July and August unless permission to do otherwise is granted by the Superintendent. Requests for vacations at times other than July and August shall be made in writing to the Superintendent prior to April 15<sup>th</sup> of the year of the vacation entitlement. Such requests shall be considered subject to the necessity of maintaining a qualified work force.

#### 15.08 Vacation Deferment

Subject to approval of the Superintendent, up to ten (10) days of vacation may be deferred until the following year.

#### 15.09 Paid Holiday During Vacation

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

15.10 It is agreed that, if it becomes necessary for an employee to be admitted to hospital as a bed-patient as a result of illness or injury suffered while on vacation, the time spent in hospital shall be 'charged to such employee's accumulated sick leave when the employee provides proof of such hospitalization or similar confinement satisfactory to the Superintendent or designate, and that portion of the vacation period will be rescheduled.

ARTICLE 16 - SICK LEAVE

16.01 Employees coming within the scope of this Agreement shall be covered by the Sick Leave Policy set out below:

- (a) This plan shall apply to every seniority employee of the Board covered by this Agreement.
- (b) All eligible employees shall be allotted two sick leave days per full month, pro-rated to the time worked and commencing with the date of employment.
- (c) Unused sick leave shall accumulate from month to month to a maximum of one (1) year of twenty-four (24) days for 12-month employees and twenty (20) days for lo-month employees.

For Clerical Workers, effective 1989 01 01, sick leave for lo-month employees shall, in addition, begin to accumulate in proportion to the vacation pay on regularly scheduled hours calculated under Article 15.06, Step 1.

- (d) The unused portion of sick leave standing to an employee's credit at the end of December in any year, shall be transferred to the Board's Cumulative Sick Leave Plan.
- (e) The Board may require an employee to submit a medical certificate certifying as to the cause of the absence and/or the employee's suitability to return to employment.
- (f) An absence of five (5) working days or more must be certified by a medical practitioner.
- (g) An employee shall accumulate 100% of the unused portion of sick leave for each year to a maximum of 270 for Clerical Workers and 160 for Educational Assistants.
- (h) A seniority employee shall be entitled to transfer credits accumulated in another plan in accordance with the provisions of The Education Act, and as amended from time to time.
- (i) Any employee transferring credits to the Essex County Board of Education Cumulative Sick Leave Plan shall provide a statement in writing duly signed by the former employer, certifying the number of days to the employee's credit in the fund from which the transfer is to be made.

- (j) No employee shall be permitted to draw on accumulation until the current allowance for sick leave has been used up.
- (k) The Board shall set up a sick leave ledger in which sick leave credits shall be entered and by January 31 each year, each employee shall be provided with a statement showing the number of sick days accumulated.

FOR EDUCATIONAL ASSISTANTS ONLY

- (l) Accumulation in this plan for seniority employees shall be in accordance with the ratio which the scheduled hours in the normal work week bears to thirty-five (35) hours, based upon continuous scheduled service.

FOR CLERICAL WORKERS ONLY

- (m) (i) Employees are not entitled to draw benefits from the Sick Leave Plan during their probationary period. Upon completion of their probation, sick leave of two days per month from the date of hire shall be credited to each employee. The Board may advance payment of post-probation credits to an employee who is ill during the required probation provided that such employee who does not complete the required probation shall repay such advance of credits upon termination.
- (ii) The Board may advance sick leave credits to seniority employees, subject to such advance being repayable upon return to work and further credits being received, or at such other time as the Board may so advise such employee.
- (n) During the calendar year in which a seniority employee completes ten (10) or more years of service with the Board or a predecessor thereof, and the employment terminates, a gratuity shall be payable based upon half the number of sick leave days standing to the credit of such employee at the salary or wages in effect at that time; in any event, the gratuity is not to be in excess of the amount of one-half year's current earnings.
- (o) In the event of an illness which exceeds one hundred and twenty (120) calendar days, an employee who qualifies for Long Term Disability may:



- (i) elect to use the Long Term Disability Plan and bank any unused sick leave days, or
- (ii) continue to use sick leave credits,

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Except as provided in this Article, whenever an employee applies for and is granted a leave of absence, the application and approval shall be in writing with copies to the Union, setting out the length of the leave, its purpose, and whether with or without pay.

17.02 The Board may grant leave of absence without pay to an employee for good and sufficient reason.

17.03 In all the following cases, application shall be made in writing stating circumstances, to the Superintendent or designate. In emergency situations, a telephone request will suffice but must be followed by a written application.

<u>Reason</u>	<u>Maximum Allowance</u>
(1) Death of parent or guardian, spouse or equivalent, brother, sister, child, mother or father-in-law, sister or brother-in-law, son or daughter in-law, grandparents, grandchildren, and total dependents	3 days
(2) Serious illness of spouse or equivalent, parent, child, brother, sister, mother or father-in-law, son or daughter in-law, total dependent	1 day
(3) Funeral of relative not mentioned in (1) above, or a friend	1 day
(4) Examinations, Education	1 day per examination, dependent upon time and place
(5) Graduation - self, spouse, or equivalent, child, parent (if beyond secondary school)	1 day dependent upon time and place

(6) Quarantine	Period certified by the M.O.H.
(7) (a) Court Appearance - if not a party to the action, but if summoned as a witness	Period required by the Court
(b) Court Appearance - party to action	1 day
(8) Jury Duty	Period required by the Court

Note: In the case of 7 and 8, the employee shall pay over to the Board any fees the employee shall receive from the Court as compensation for the employee's time, exclusive of travelling expenses.

(9) Paternity/Adoption Leave - For absence occasioned by the birth or adoption of a son or daughter, if the employee is not using any provision under Article 17.05 (Pregnancy/Parental Leave).	1 day
(10) Compassionate Leave - (may be interpreted to include leave for special purpose where the transaction could not be conducted on other than work time) with the prior approval of the Superintendent or designate	5 days per year

17.04 It is the employee's responsibility to be at work and on duty. During a day of inclement weather, if the facility has been closed, or the employee is unable to arrive at work after a conscientious effort and the supervisor is called and advised, no reduction in remuneration will be made.

**17.05 PREGNANCY, ADOPTION AND PARENTAL LEAVE**

- (a) Pregnancy, adoption and parental leave shall be according to the Employment Standards Act. A current copy of the relevant sections of the Act shall appear in the Benefits Handbook. Such leaves shall be without pay.

Notwithstanding the Act, the Employee shall make the request for leave at least four weeks in advance of the commencement of such leave.

- (b) Additional leave may be granted to extend a pregnancy and parental leave for a period up to one (1) school year (inclusive of the pregnancy and parental leave). The request for such leave must be submitted at least four weeks in advance of the date the leave is to commence. Such leave must end with the end of a school term. The employer is not required to pay wages or benefits to an employee while on such leave.

17.06 (a) An employee selected for a full-time position with the Union or any organization with which the Union is affiliated will be granted leave of absence without pay or other benefits provided by this Agreement for a period of one (1) year. Such employee shall not continue to accumulate seniority during such leave. Such leave may be renewed for a further one (1) year provided application in writing is made to the Board for their consideration no less than two (2) months prior to the expiry of the original leave.

- (b) An employee elected to public office will be granted leave of absence without pay or other benefits provided by this Agreement for a period of one (1) year or for the normal term of such elected office. Such employee shall continue to accumulate seniority for the term of such leave. Such leave shall be renewed for a further one (1) year period or for the normal term of such elected office with a maximum of two such renewals provided application in writing is made to the Board no less than two (2) months prior to the effective date of each renewal, but such employee shall not continue to accumulate seniority during such renewals.

17.07 Acknowledging the responsibility of the Board to maintain a qualified work force in each section or department, Union leave of absence without pay or loss of seniority may be granted to a maximum of five (5) employees to attend Union functions at any one time and a maximum of thirty-three (33) employee-days in a calendar year. Such thirty-three (33) employee-days maximum shall be increased or decreased by one day for each increase or decrease of ten (10) employees in the bargaining unit strength of one hundred and twenty-five (125) as of January 1<sup>st</sup> of each year. Request for such leave shall be in writing to the Superintendent or designate at least two (2) weeks prior to the requested leave. Employees on Union leave of absence shall continue to receive their full pay during such leave and the Board will invoice the Treasurer of C.U.P.E. Local 1348 for such wages.

17.08 An employee who obtains any leave of absence for one purpose and uses it for another will be subject to discipline or discharge, depending upon the nature of the case.

17.09 An employee who has been ill and not able to perform the duties of the job for a continuous period of greater than twelve (12) months may be required to relinquish the position. The position will then be treated as a vacancy as in Article 10. The employee shall retain current seniority and, when the employee is able to return to work, as certified by a medical practitioner, the employee shall return to the position, if it still exists, or if the position does not exist, the returning employee shall be governed by Article 11, lay-off and Recall. The incumbent shall be laid off subject to the provisions of Article 11, lay-off and Recall.

The returning employee shall be required to give the employer, notice in writing, at least twenty (20) days prior, of the intent to return to work.

17.10 The President of C.U.P.E. 1348 shall be allowed leave as follows: A maximum of eight (8) days of leave per school year shall be allocated for leave as arranged with the Director of Education or designate. Such leave allocation shall not accumulate from school year to school year. The Union shall be invoiced for the wages of the President for the days taken.

**ARTICLE 18 - SALARIES AND WAGES**

18.01(a) The employer shall pay salaries and wages bi-weekly in accordance with the following schedule forming part of this Agreement, and each employee shall receive with each pay an itemized statement of salary and/or wages and deductions applicable thereto. Any significant variation in the normal bi-weekly pay shall be accompanied by a written explanation to each employee.

(b) Commencing 1994 01 01, all employees covered under the provisions of this Agreement- shall be paid in accordance with the hourly rate shown in the following schedules:

**SALARY SCHEDULE**  
For the period 1996 04 01 to 1998 03 31

**CLERICAL WORKERS**

<u>Category</u>		1996 04 01 to <u>1996 09 15</u>	1996 09 16 to <u>1997 03 31</u>	1997 04 01 to <u>1998 03 31</u>
I	0	\$14.32	\$14.46	\$14.57
	1	\$14.60	\$14.75	\$14.86
	2	\$15.05	\$15.20	\$15.31
II	0	\$15.49	\$15.64	\$15.76
	1	\$15.79	\$15.95	\$16.07
	2	\$16.19	\$16.35	\$16.47
III	0	\$16.47	\$16.63	\$16.76
	1	\$16.94	\$17.11	\$17.24
	2	\$17.36	\$17.53	\$17.66
IV	0	\$17.47	\$17.64	\$17.78
	1	\$18.07	\$18.25	\$18.39
	2	\$18.52	\$18.71	\$18.85
V	0	\$18.64	\$18.83	\$18.97
	1	\$19.24	\$19.43	\$19.58
	2	\$19.67	\$19.87	\$20.01

EDUCATIONAL ASSISTANTS

For Educational Assistants hired after 1996 11 18:

<u>Category</u>		1996 09 16 to <u>1997 03 31</u>	1997 04 01 to <u>1998 03 31</u>
Educational Assistant 0		\$14.96	\$15.07
	1	\$15.55	\$15.67
	2	\$16.17	\$16.29

For Educational Assistants hired on or before 1996 11 18:

<u>Category</u>		1996 04 01 to <u>1996 09 15</u>	1996 09 16 to <u>1997 03 31</u>	1997 04 01 to <u>1998 03 31</u>
Educational Assistant 0		\$15.40	\$15.55	\$15.67
	6 months*	\$16.01	\$16.17	\$16.29
Developmental Service 0		\$16.88	\$17.05	\$17.18
Workers and 1		\$17.69	\$17.87	\$18.00
Child & Youth Workers 2		\$18.52	\$18.71	\$18.84
Adult Assitant 0		\$9.59	\$9.69	\$9.76
	6 months*	\$10.24	\$10.34	\$10.42

*\*Does not include July and August*

Social Contract Restoration

This paragraph shall be included only for the **collective** agreement term from 1996 04 01 to 1998 03 31. Any employee who was denied a wage increment as a result of the Social Contract shall, effective on the date of ratification of the tentative settlement, be placed on the wage grid at the step the employee would have been, if not for the Social Contract.

During 1993 there shall be a COLA provision as follows:

COST OF LIVING ADJUSTMENTS

During the period 1993 01 01 to 1993 12 31 there shall be in effect a cost of living provision as follows:

The cost of living adjustments apply to the respective wage rates (exclusive of shift premiums and probationary rates) and shall be based on the Ontario Consumer Price Index - All Items - year-over-year.

The maximum cumulative adjustment shall be 1.5% for the entire year and the adjustment shall be the excess of the quarterly average increase over the settlement rate, of 3.5%.

EXAMPLE: On wage at 1993 01 01 of \$12.00:

January '93 over '92	=	2.5%	
February '93 over '92	=	3.0%	Average is 3.0% (No adjustment)
March '93 over '92	=	3.5%	

April '93 over '92	=	3.5%	Average is	4.0%
May '93 over '92	=	4.0%	Less Settlement Rate	<u>3.5%</u>
June '93 over '92	=	4.5%	Adjustment	0.5%

0.5% of \$12.00 = \$.06; Rate, effective 1993 04 01, becomes \$12.06/hr.

July '93 over '92	=	3.5%	Average is	4.0%
August '93 over '92	=	4.0%	Prior Adjustment	<u>4.0%</u>
September '93 over '92	=	4.5%	No further adjustment	0

October '93 over '92	=	4.0%	Average is	4.5%
November '93 over '92	=	4.5%	Less	<u>4.0%</u>
December '93 over '92	=	5.0%	Adjustment	0.5%

0.5% of \$12.06 = \$.06; Rate, effective 1993 10 01, becomes \$12.12/hr.

- (c) Every probationary and seniority employee shall be placed in the grade in which employed, and shall receive salary and benefits in the proportion of the number of hours worked to that of thirty-five (35) hours per week.



- (d) Wages of “temporary employees” to be determined by the Employer and vacation pay calculated according to government regulations and included in each pay cheque.

## FOR CLERICAL WORKERS ONLY

The following list of job titles, as amended from time to time, shall constitute the collective group referred to in this Collective Agreement as Clerical Workers.

### 18.02 GRADES

The Parties agree that any new job title changes or category changes as a result of the Job Evaluation process prior to the printing of the Collective Agreement will be incorporated into the printing of a new Agreement.

- |           |   |
|-----------|---|
| Grade I   | <ul style="list-style-type: none"><li>- Central Duplicating Clerk</li><li>- Central File/Mail Clerk</li><li>- Elementary School Clerk</li><li>- Plant Inventory Clerk</li><li>- Program Inventory Clerk</li></ul>   |
| Grade II  | <ul style="list-style-type: none"><li>- Assessment Clerk</li><li>- Central Office Clerk</li><li>- Central Receptionist</li><li>- Program Clerk</li><li>- Media Centre Clerk</li><li>- Media Centre Secretary</li><li>- Program Secretary</li><li>- Accounts Payable Clerk</li></ul> |
| Grade III | <ul style="list-style-type: none"><li>- Projects Secretary</li><li>- Purchasing Clerk</li><li>- Secondary School Secretary/Clerk</li><li>- Student Services Secretary</li><li>- Transcriber</li></ul>   |
| Grade IV  | <ul style="list-style-type: none"><li>- Accounting Clerk</li><li>- Plant Operations Secretary</li><li>- Payroll Clerk</li><li>- Payroll Accounting Clerk</li><li>- Elementary School Secretary</li><li>- Continuing Education Secretary</li></ul>                                   |
| Grade V   | <ul style="list-style-type: none"><li>- Secondary School Head Secretary</li></ul>   |

18.03 The Job Evaluation procedures and guidelines, as implemented December 18, 1992, are set out in the Job Evaluation Manual. The Job Evaluation Manual shall form an appendix to the Collective Agreement.

18.04 When it is decided that an employee will be temporarily assigned to relieve an absent employee who is at a higher grade level, pay shall be based on the employee's current experience and at the higher grade level. When an employee is temporarily assigned to a lower grade level, the rate of pay shall not be reduced.

18.05 JOB CLASSIFICATIONS - EDUCATIONAL ASSISTANTS ONLY

The following list of job classifications shall constitute the collective group referred to in this Collective Agreement as Educational Assistants. Where Educational Assistant refers only to a specific job class, then such class shall be referred to as Educational Assistant-Junior Kindergarten, Educational Assistant-Special Education.

- Developmental Services Workers
- Child & Youth Workers
- Educational Assistants - Junior Kindergarten
- Educational Assistants - Special Education
- Adult Assistants

## ARTICLE 19 - EMPLOYEE BENEFITS

### 19.01 Pension

In addition to the Canada Pension Plan, all employees, except temporary employees and those required to contribute to the Ontario Teachers' Pension Plan, shall join the Ontario Municipal Employees Retirement System and the Board and the employee shall make contributions in accordance with the provisions of the plan. It is understood and agreed that employees shall retire at the end of the month in which the employee reaches the age of 65 or earlier, in accordance with the terms of the O.M.E.R.S. Pension Plan. .

### 19.02 Hospital and Medical Insurance

- (a) The Board will pay 100% of the premium for the following plans:
- (i) Supplementary Hospital Benefit, semi-private coverage
  - (ii) Drug Plan -\$1.00 deductible plus oral contraceptives, generic drugs
  - (iii) Dental Plan
    - Basic Restorative Services
    - Dentures
    - Current schedule of Ontario Dental Association fees
    - 9 month recall
    - orthodontics with \$1,250 max.
  - (iv) Extended Health Plan
  - (v) For Clerical Workers only - Ontario Health Insurance Plan
- (b) The Board will pay 75% of the premium for the following plans:
- (i) Vision Care - \$100. benefit in any twenty-four month period.
  - (ii) Group Life Insurance
    - Educational Assistants \$60,000 coverage
    - Clerical Workers \$70,000 coverage

19.03 The Board will make the necessary payroll deductions for a Long-Term Disability Plan with the premium paid by the seniority employee.

19.04 A mileage allowance shall be granted for any employee covered by this Agreement, travelling for educational purposes which are approved by the Board. Such allowance shall be the current rate paid by the Board.

#### 19.05 General Benefit Program

Employees who retire on full pension prior to age 65 may apply to participate in the Board's benefit programs held prior to retirement, up to age 65. The application is subject to approval by the insurer and the receipt of monthly post-dated cheques for the premiums.

#### CLERICAL WORKERS ONLY

19.06 Supplementation of Compensation Award: In the case of injury or disease, which is covered by the Worker's Compensation Act, the employee will receive supplemental benefits from the employee's sick leave accumulation as is required to assure payment of normal basic salary.

## ARTICLE 20 - GENERAL

### 20.01 Bulletin Boards

The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees, provided that such notices pertain only to recreational or social activities, dates of Union meetings, results of Union elections and do not contain advertising or political matters.

When requested in writing by the Union, the Board shall give every consideration to providing a separate bulletin board -in a -staff room.

### 20.02 Meeting Accommodation

With the prior permission of the Manager of Plant, the Union may hold meetings of C.U.P.E. 1348 on the property of the Board without charge.

20.03 No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Board or its representatives which may conflict with the terms of this Collective Agreement.

20.04 The Union will not cause or permit the members to cause nor will any member of the Union take part in any curtailment of work or in any strike or stoppage of work or picket any of the Board's premises during the period of this contract nor shall the Board cause or sanction a lock-out during the term of this Agreement.

Failure to cross a picket line established by other employees of the Board, when such employees are in a strike or lock-out position, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action other than loss of pay and benefits for the period involved.

20.05 The cost of printing this agreement shall be shared equally between the Board and the Union.

### 20.06 Personnel Files

(a) In the event that a written report is given to an employee regarding conduct and/or work performance, a copy of the report shall go to the employee's personnel file, and to the employee, and to the Union President. The employee may make a written reply to the report, and the reply shall become a part of the employee's personnel file.

(b) An employee shall have the right to reasonable access to review the employee's personnel file in the presence of the Superintendent or

designate and to respond in writing to any document contained therein, such reply to become a part of the personnel file. Arrangements may be made through the Superintendent or designate for the employee to be accompanied by a Union Official.

20.07 A copy of the Board minutes shall be mailed to the Secretary of the Union.

## ARTICLE 21 - CONTRACTING OUT

### FOR CLERICAL WORKERS ONLY

21.01 The Board will not contract out work with the express purpose of creating a lay-off or discharge, or when a seniority employee is on lay-off.

## ARTICLE 22 - TECHNOLOGICAL CHANGE

### FOR CLERICAL WORKERS ONLY

22.01 For the purpose of this Agreement, technological change shall mean any change which introduces sophisticated equipment requiring computer or communication skills other than those currently practised or utilized.

- (a) Where new or greater skills are required than those already possessed by affected employees under the present methods -of operation, such employees shall be provided with the training required over a period not to exceed six months. No reduction in wage or salary rates will occur during the training period of any such employees nor any reduction in pay upon being reclassified in the new position.
- (b) When the employer decides to institute a technological change, which is related to the duties and function of an employee or group of employees, the employer agrees to notify the Union as far as possible in advance of such intention.
- (c) At such time, the employer will convene a meeting of the Labour/Management Committee, to discuss the introduction of the technological change, and the foreseeable effects that the change may be expected to have on the working conditions and terms of employment of the employee.
- (d) If, as a direct result of technological change, it becomes necessary to transfer, reassign or reclassify an employee, the employee affected shall be provided with retraining during working hours, with no reduction in pay.
- (e) A seniority employee who is displaced from the job by virtue of technological change shall be given the opportunity to displace a member of the bargaining unit with less seniority, provided that the employee can perform the requirements of the job as set out in the Job Evaluation Manual, and that employee shall be given a trial period of up to thirty (30) days in which to demonstrate such suitability.
- (f) V.D.T. Operation Time

V.D.T. operators are required after every hour of continuous work on a V.D.T., to spend at least ten minutes performing job-related duties different from V.D.T. operation.



(g) Eve Examination

Each employee required to use a V.D.T., shall arrange to have an eye examination at the beginning of assignment to a V.D.T., and annually thereafter. In the above situations, glasses and eye examinations not covered by benefit plans will be paid for by the Employer, upon receipt of the claim returned by the insurer.

(h) Pregnant Employees

Employees who are pregnant shall notify the Employer as soon as the pregnancy is confirmed by a physician. To ease any concerns, the Employer shall, at the request of such employee, temporarily relocate the employee to other appropriate work.

## ARTICLE 23 - TERMS OF AGREEMENT

- 23.01 This Agreement shall remain in force from 1996 04 01 to 1998 03 31, and shall thereafter continue for a further period of one (1) year unless either Party gives notice to the other not more than ninety (90) days from the expiration date herein that it desires revision, modification or termination of this Agreement at its expiration date.
- 23.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 23.03 In the event that either Party gives notice as defined in Article 23.01, the Parties will meet to negotiate within fifteen (15) working days or such other time as may be mutually agreed after the giving of such notice, and both Parties shall negotiate in good faith and make every effort to conclude a new Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Collective Agreement to be executed by their duly authorized representative this 24<sup>TH</sup> day of April, 1997.

THE ESSEX COUNTY BOARD OF EDUCATION:

*Jean Flou* Chairperson

*Paul de Sadeleir* Director of Education and Secretary

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1348:

*Bone R. Russell* President

*Laura Moore* Negotiating Committee

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_