

SOURCE	Board		
EFF.	92	01	01
TERM.	94	12	31
No. OF EMPLOYEES	375		
NOMBRE D'EMPLOYÉS	D.L.		

COLLECTIVE AGREEMENT

BETWEEN

THE FRONTENAC COUNTY BOARD OF EDUCATION

(hereinafter called the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 1727**

(hereinafter called the "Union")

January 1, 1992 - December 31, 1994

EFF.

09/30/

INDEX

ARTICLE	TITLE	PAGE
1	Recognition	1
2	Management Rights	3
3	Civil Rights	3
4	Union Security	4
5	Correspondence	4
6	Labour/Management Committee	5
7	Grievance Procedure	6
8	Arbitration	8
9	Discharge & Suspension	10
10	No Strikes or Lockouts	11
11	Seniority	11
12	Promotions & Staff Changes	13
13	Layoffs & Recalls	17
14	Hours of Work	19
15	Overtime	22
16	Holidays	23
17	Vacation	24
18	Leave of Absence	27
19	Sick Leave Provisions	31
20	Payment of Wages & Allowances	36
21	Welfare Benefits	37
22	Protective Clothing	40
23	General	41
24	Duration of Agreement	44
	Schedule A Wages	45
	Red Circled Positions	49
	Memorandum of Agreement	50
	Letter to Union President	51
	Memorandum of Agreement	52
	Letter of Understanding	55
	Casual Employees	56

ARTICLE 1 - RECOGNITION

- 1.01** (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all office, clerical, and technical employees of the Frontenac County Board of Education in the County of Frontenac, save and except supervisors, persons above the rank of supervisor, employees covered by a subsisting collective agreement between the Frontenac County Board of Education and the Canadian Union of Public Employees and its Local 1480, students employed during the school vacation period, and positions listed in Article 1.02.
- (b) Any employee who was working 15 or more hours per week and covered by the collective agreement whose hours of work fall below 15 hours per week shall be recognized by the Employer and the Union as continuing to have all rights and privileges of this agreement including retaining Union membership for a period of one (1) year.
- (c) The Memorandum of Agreement regarding Casual Employees shall form part of this agreement.
- 1.02** For the purposes of clarity, the parties agree that persons employed in the following occupational classifications are excluded from the above described bargaining unit:

Director of Education
Area Superintendents of Education
Planning Officer
Assistant Recording Secretary
Assistant Recording Secretary/Communications Technician
Superintendent of Business Services
Manager of Administrative Services
Manager of Financial Services
Manager of Physical Plant
Operations/Plant Control Supervisor
Plant Maintenance Supervisor

Financial Supervisor
Bilingual Recording Secretary
Director of Human Resources
Manager of **Human** Resources
Human Resources Officer - Benefits
Human Resources Officer - Health and Safety/Employee Assistance
Human Resources Officer - Information Systems
Human Resources Officer - Planning & Employment Equity
Human Resources Officer - Staffing
Recording Secretary to the Board
Chief Attendance Counsellor
Psychiatrists
Psychometrists
Speech Pathologists
Behaviour Resource
Attendance Counsellors
Adolescent Care Workers
Home/School Liaison Workers
Business Manager - Continuing Education
Manager of Computer Services
Manager of Auxiliary Services
Supervisor of Purchasing and Warehouse Operations
Supervisor of Transportation Services
Project Leader - Computer Services
System Supervisor - Computer Services
Race Relations Planner
External Grant Writer
Secretaries to:
 Director of Education
 Superintendents of Education
 Human Resources Manager
 Superintendent of Business Services
 Director of Human Resources

1.03 Wherever **the** singular or masculine is used in this agreement it shall be considered as if the plural or feminine has been used, where the context so requires.

1.04 No person, whose regular job is not in the bargaining unit, shall perform work which is normally and exclusively performed by employees in the bargaining unit except for the purposes of instruction, experimentation, self-familiarization, or when an employee who would normally perform the work is not readily available. **As** established by historical practices, the Employer may use volunteer helpers without violating this agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that (except as expressly modified or covered by any articles of this agreement) it is the exclusive right and function of the Employer to:

- (a) maintain order, discipline, and efficiency, and to make, alter and enforce rules and regulations to be observed by the employees;
- (b) hire, discharge, promote, demote, classify, transfer, layoff, retire, recall, assign employees to shifts, and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
- (c) generally to manage the services and operations in which the Employer is engaged and, without restricting the generality of the foregoing to retain all residual rights of management, the right to plan, direct, and control operations, direct the work forces, determine the number of personnel required from time to time, the number and locations of buildings, offices, and facilities, to have absolute control of buildings, offices and facilities, the work to be performed and the methods, procedures, equipment, and scheduling in connection therewith, the qualifications required to perform the work and the standards of performance required of all employees.

ARTICLE 3 - CIVIL RIGHTS

3.01 No discrimination, intimidation, interference, restraint or coercion will be practised by either the Employer or the Union or by any of their officers or representatives against any employee by reason of race, colour, national origin, political or religious

affiliation, sex or marital status, or by reason of membership or activity in the Union or by reason of lack of membership or activity in the Union.

ARTICLE 4 - UNION SECURITY

4.01 Employees will be required to permit the deduction from their pay once each month, of an amount equivalent to the regular monthly dues of the Union commencing in the case of new employees at the time of the regular monthly check-off on the first day of employment. Such deductions shall be made and remitted by the Employer to the Treasurer of the Local not later than the fifth (5th) day of the month following the month when such deductions are made. Within fifteen (15) days, such deductions so remitted shall be accompanied by a list of those employees who have been added to or deleted from the master list.

The Union agrees to save the Employer harmless from all deductions made from an employee's pay as provided herein.

4.02 All employees who are now members of the Union shall remain members of the Union and all new employees shall become members of the Union after they have completed their probationary period as a condition of employment.

4.03 The Employer agrees 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 Union Security, dues check-off, and give each new employee a copy of this agreement.

P ND

5.01(a) All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Officers of the Local Union and The National Representative ~~with~~ a copy to the Secretary and applicable Officer of the Employer.

- (b) From time to time, the Employer shall notify the Union in writing of the applicable Officer referred to above for the purpose of specific correspondence.
- (c) A copy of any letter of discipline shall be sent to the President of the Local Union.

ARTICLE 6 - LABOUR/MANAGEMENT COMMITTEE

- 6.01** It is agreed that a joint committee will be established with four **(4)** representatives from Local 1727 of the Canadian Union of Public Employees and four **(4)** representatives from the Employer. This committee will meet at least four (4) times per year. This Committee shall meet as scheduled, or at the written request of either party to discuss matters of mutual concern, which matters may not necessarily be covered by the terms of the existing collective agreement. The fundamental purpose of the Committee shall be to exchange views on matters which affect the duties required by the Employer and the welfare of its employees. This Committee shall have no power to effect changes in the existing Agreement unless approved by the membership of the Local Union.
- 6.02** The Employer agrees to recognize a Negotiating Committee of not more ~~than~~ five **(5)** employees.
- 6.03** The Employer agrees to recognize a Union Grievance Committee consisting of the President, Chief Steward and the Steward involved with the grievance.
- 6.04** Employees on any committee that has Employer and employee representation (except the Health and Safety Committee) shall suffer no **loss** of wages when meeting with Management during their regular working hours. Meetings continuing or taking place after regular working hours are not subject to compensation.
- 6.05** Employees who participate on the Health and Safety Committee shall not suffer loss of wages when meetings of this Committee are held during their regular working hours. Employees who are on the Health and Safety Committee who attend meetings after

their normal hours of work, shall be entitled to compensation in accordance with the Ontario Occupational Health and Safety Act.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The Employer recognizes the right of the Union to appoint or otherwise select eight (8) stewards to assist employees in preparing and presenting grievances in accordance with the grievance procedure. One (1) steward shall be appointed by the Union as Chief Steward.

7.02 A steward shall belong to and function only within the Zone he/she represents. Chief Stewards may function in any Zone. There shall be a number of Zones of which the groupings have been agreed to by the parties.

The Union shall notify the Employer in writing of the names and Zone of these stewards and of the Chief Steward before the Employer shall be required to recognize them. The number of stewards and the zoning may be varied by mutual consent.

7.03 The Union agrees that stewards have regular duties which must be effectively **and** efficiently performed on behalf of the Employer and that such employees will not, therefore, leave their regular duties without first obtaining permission to do so from their immediate supervisor, and that when resuming their regular duties they will be required to report their return to their immediate supervisor, and that time taken away from regular duties will be confined to an absolute minimum. It is understood that time so taken away from regular duties will be without loss of pay, providing the time so spent in meeting with representatives of the Employer is on the Employer's premises and is during the working hours of such a steward.

7.04 When it appears that a grievance may be recorded, the employee, with a steward or an officer of the Union, or an officer of the Union may **speak** to the appropriate supervisor in an attempt to clarify **and** resolve the matter. Failing that:

A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this collective agreement. The grievance of an employee shall be put forward in writing and be signed by the employee directly involved. The grievance shall proceed in the following manner:

STEP 1

The employee shall present his/her written grievance to an officer of the Human Resources Services Department, and he/she may, if he/she so desires, have the assistance of their steward in presenting such grievance, and the Employer shall reply to the grievance in writing. If a settlement satisfactory to the employee concerned is not reached within ten (10) working days, or within any longer time which may be mutually agreed upon, then Step 2 may be invoked provided such latter action is commenced within ten (10) working days after the completion of Step 1. It is agreed that no grievance shall be presented to any later stage of the grievance procedure, or to the Board of Arbitration, where the alleged circumstances of the grievance originated or occurred more than thirty (30) working days prior to its original presentation in writing at Step 1. The Employer shall not be required in any event to make any adjustment back to a date that is earlier than twenty (20) working days prior to the filing of the grievance in writing at Step 1.

STEP 2

Failing a satisfactory settlement of the grievance under Step 1, the Union Grievance Committee may then take the grievance up with the Director of Education or his/her designate at a meeting arranged for that purpose which meeting shall be held within ten (10) working days or at a mutually agreeable date. It is understood that a representative of the Canadian Union of Public Employees may be present at such a meeting and representatives of the parties who met at the earlier stage of grievance procedure, if their presence is requested by either party. If a satisfactory settlement is not reached within ten (10) working days following the day on which deliberations commenced, or such additional time as may be mutually agreed upon, then the grievance may be

referred to a Board of Arbitration as herein provided.

- 7.05** A grievance of the Employer or a policy grievance of the Union shall be submitted in writing by the party lodging the grievance to the other party, and the discussion of such grievance shall commence at Step 2 of the grievance procedure and proceed if necessary thereafter to a Board of Arbitration as herein provided.
- 7.06** Replies to grievances shall be in writing at all stages.
- 7.07** The Employer shall supply the necessary facilities for the grievance meetings.

ARTICLE 8 - ARBITRATION

- 8.01** In the event that arbitration of a grievance which has been properly processed through the grievance procedure is desired by either party, then the other party shall be notified in writing not later than thirty (30) days after the completion of Step 2. Such notice shall contain the name of the appointee to a Board of Arbitration named by the party invoking arbitration and shall state the matter at issue. It is understood that any question as to whether or not a matter is arbitrable may also become a subject for arbitration. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Board of Arbitration. The two appointees so selected shall within five (5) days of the appointment of the second of them endeavour to appoint a third person who shall be the chair. If the two appointees fail to agree upon a chair, the Minister of Labour of the Province of Ontario upon the request of either party, shall make the necessary selection of an impartial chair, or appointment. The decision of a majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the chair shall be the decision of the Board of Arbitration and such decision shall be final and binding upon the parties and upon any employees affected by it.

8.02 The Board of Arbitration shall not have jurisdiction or authority to alter or in any way modify the provisions of this agreement, or to substitute any new provisions in lieu thereof, or to give any decision which is inconsistent with the terms and provisions of this collective agreement.

8.03 Each of the parties hereto shall bear the expenses of its own appointee and the parties will equally share the fee and expenses of the chair.

8.04 Both parties agree that nothing in this Article shall deny the rights of either party to use the provisions of Section 46 and 47 of the Ontario Labour Relations Act.

8.05 Notwithstanding any other provisions in this Article, the parties may agree by mutual agreement to use a Single Arbitrator. Where it is mutually agreed that a Single Arbitrator shall be used, it shall be one of the five Arbitrators listed below:

1. Professor Donald D. Carter
2. Jane E. Emich
3. Professor William Kaplan
4. Professor Gordon C. Simmons
5. Guy I. Thorne

The selection of any specific Arbitrator shall be by mutual agreement with the understanding that the person would be available within sixty (60) days of request in order to establish a hearing date.

8.06 It is understood by the parties that if an Arbitrator is selected under Article 8.05, the Arbitrator shall have the same power as that constituted to an Arbitrator assigned under Section 47 of the Ontario Labour Relations Act or a Board of Arbitration as assigned under Section 46 of the Ontario Labour Relations Act and in accordance with Article 8.01.

ARTICLE 9 - DISCHARGE AND SUSPENSION

- 9.01 (a)** A claim by an employee (who has completed his/her probationary period and who has been discharged or suspended from the employ) that his/her discharge or suspension was without just cause shall be treated as a grievance if his/her written statement is lodged with the Employer within three (3) days of his/her discharge or suspension. Such grievance shall commence at step 3 of the grievance procedure as herein provided.
- (b) An employee is entitled, prior to the imposition of suspension or discharge, to be notified at a meeting with Management of the reasons for considering such action, unless he/she is a danger to himself/herself or others. The employee shall be accompanied by a Union representative.
- 9.02** Such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties or if necessary a Board of Arbitration.
- 9.03** An employee who has completed his/her probationary period may be dismissed but only for just cause. When an employee is discharged or suspended he/she shall be given the reason in the presence of his/her steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 9.04** The record of an employee shall not be used against him/her at any time in the following instances:
- (a) when 18 months have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction;
- (b) when 12 months have lapsed since the issuance of a letter of reprimand provided there has been no recurrence of a similar and/or other infraction.

ARTICLE 10 - NO STRIKES OR LOCKOUTS

- 10.01** It is agreed that there will be no lockouts by the Employer and no strikes by the Union as long as this agreement continues to operate.
- 10.02** No employee covered by this agreement will be required to perform work normally done by any other employee of the Employer engaged in a legal strike.

ARTICLE 11 - SENIORITY

- 11.01** Seniority is defined as the length of service in the bargaining unit with the Employer or any predecessor school board and shall be used in determining preference for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining unit wide basis.

- (a) The parties agree that there shall be two (2) seniority lists for employees hired **up** to and including December 31, 1991. One seniority list shall be for the Office, Clerical and Technical employees, and one seniority list shall be for the Educational Assistants. These two (2) seniority lists shall remain in effect for the term of this contract and thereafter unless amended by agreement of the parties.

Effective January 1, 1992 there shall be one (1) seniority list for all employees hired on or after January 1, 1992.

- 11.02** A new employee will be placed on probation and will not be placed on the seniority list until after he/she has worked for a total of four (4) months. As related to the terms of this agreement, he/she will then be considered a permanent employee and his/her seniority shall date back to the date of his/her probationary appointment.
- 11.03** The Employer agrees to post seniority lists in March of each year showing seniority status and school location of each employee and to furnish a copy of such lists to the Union. The Employer agrees

to alter seniority lists from time to time and to correct errors therein. No change shall be made in the seniority status of an employee without consultation with the Union.

11.04 An employee shall not lose seniority **rights** if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee shall only lose his/her seniority in the event:

- (a) he/she is discharged for just cause and is not reinstated
- (b) he/she resigns
- (c) he/she is absent from work in excess of five **(5)** working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible
- (d) he/she fails to return to work within seven **(7)** calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address
- (e) he/she is laid off for a period longer than two **(2)** years
- (f) after the expiry of an employee's accumulated sick leave, if he/she is unable to work due to incapacity from illness or injury (not covered by Worker's Compensation) for a period exceeding two **(2)** years
- (g) he/she is unable to work for a period exceeding two **(2)** consecutive years due to incapacity from an injury covered by Worker's Compensation
- (h) he/she is unable to **work** for a period exceeding **two (2)** consecutive years due to illness or injury covered by the Long Term Disability Plan.

11.05 The Employer agrees that twice per year at **six (6)** month intervals, they will provide to the Local Union Officers a list of the names, addresses, classification and school location of all employees represented by the Local Union.

By ratification of this agreement by members of the Local, they agree that the Employer can provide the information in the first paragraph and it is not a violation of the Freedom of Information Act.

When new employees are hired, they shall be advised that as a condition of employment they agree that information in the first paragraph will be provided to the Union officers.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall notify the Union and send a notice of the position to each school or shop for posting for a minimum of five **(5)** working days in order that all members will know about the position and be able to make written application therefor. The last date for receipt of applications in the Board Office shall be five **(5)** working days after the closing date on the posting. Working days are defined as the Employer's normal working days.

12.02 Such notice shall contain the existing information now used by the Employer. When the Employer decides to alter or add qualifications to a position they shall first consult with the Union.

12.03 Both parties recognize the principle of promotion within the service of the Employer and that job opportunities should increase in proportion to length of service and acquiring the ability to perform the functions of a promotion. Therefore, in assessing employees who apply for promotions, the employee having the required qualifications and abilities and who is most senior shall be selected, subject to Article 12.04.

- 12.04** In the event that no applicant for a job posting meets the qualifications to perform the work involved, the Employer may either:
- (a) select one of the applicants to train for the job; or
 - (b) engage a new employee.
- 12.05** During the posting and the selection period, the Employer may fill a vacancy temporarily.
- 12.06** In making staff transfers (when an employee applies for a similar job function within the same classification level in another location e.g. elementary school secretary from one school to another) the applicant for the transfer with the most seniority and satisfactory service and who is qualified to do the job shall be placed in the position.
- 12.07** If an employee is successful in his/her application for a transfer, the appointment will be considered temporary for a period of three (3) months. Conditional on satisfactory service and with the agreement of the employee such transfer shall become permanent after the period of three (3) months. In the event the transfer does not become permanent the employee shall be returned to his/her former position without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and prior wages or salary. If an employee is returned to his/her former position he/she will not be considered for another transfer for a period of six (6) months from the date of his/her return.
- 12.08** If an employee is successful in his/her application for a promotion he/she shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position

without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and prior wages or salary. If the original applicant is returned to his/her former position, he/she will not be considered for another promotion for a period of three (3) months from the date of his/her return.

- 12.09** Employees shall endeavour to give the Employer at least two (2) weeks notice on resignation.
- 12.10** The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment in the Union.
- 12.11** The Employer agrees that during the posting procedure, no outside advertisement shall be made until members of the Union have had an opportunity to apply and have received the decision.
- 12.12** When selecting employees under Article 12.03 or 12.06, applicants outside of the bargaining unit shall not be eligible for consideration. First preference for selection shall be regular employees. Temporary employees shall be given every consideration prior to external candidates being considered.
- 12.13** The Employer agrees that employees covered by one of the seniority lists prior to January 1, 1992, may apply for positions posted in accordance with Article 12 of the other seniority list prior to January 1, 1992, and after complying with the requirements of Article 12, the Employer shall consider such applications before advertising externally.
- 12.14** An employee, who is covered by one of the seniority lists of CUPE Local 1727 and who is the successful applicant for a position in the other seniority list of CUPE Local 1727, shall maintain his/her seniority in the seniority list he/she is leaving, and continue to accumulate seniority in the seniority list he/she is leaving for a period of two (2) years from the date of assuming his/her new position. The employee shall also accumulate seniority in his/her new bargaining unit from the date of

assuming his/her new position. If the employee reverts back to his/her former seniority list within two (2) years of assuming his/her position, his/her seniority will be unbroken within that unit and he/she may not retain any seniority in his/her new unit that may have been accrued during the two (2) year period. If the employee stays in his/her seniority list for period of over two (2) years, he/she shall then lose all accumulated seniority in the seniority list he/she left and will only have seniority in his/her new seniority list from the date of assuming his/her new position.

Both parties understand and agree that vacation entitlement based on service would not be affected by this Article.

12.15 When it appears that there may not be an internal applicant for a posted vacancy, the vacancy may be advertised externally during the internal posting period. However, any internal applicants will have absolute priority over outside applicants should there be internal applicants who meets the conditions of Article 12.

12.16 EDUCATIONAL ASSISTANTS ONLY

During the month of September, the promotions and staff changes process described above will be altered as follows:

- (a) Incumbents will be returned to the positions they occupied at the end of the school year if these positions continue in September.
- (b) When a position or positions are not being continued in September, the incumbent will remain on lay-off status. Employees whose positions are not continued in September will be offered vacant positions as available within their unit (classification title) and in order of seniority. Employees who decline positions offered, or who are not offered positions, shall remain on lay-off status as per the collective agreement.
- (c) After September 30, or earlier if all employees have been placed ~~or~~ offered positions, the normal staffing process will be followed:

Notwithstanding the provisions of this Article the parties agree that the placement procedure which was developed by a joint

committee for placements for September of 1991 shall also apply and be used for placements in September of 1992. The parties further agree that the placement committee shall amend the procedure for 1993 in order to allow for employees to bid on vacant positions whether or not they were displaced in June of 1993. The intent is to be fair to all educational assistants in order that they be allowed location changes or career changes and both parties recognize that any changes to be incorporated should be done in a fair and reasonable manner.

ARTICLE 13 - LAYOFFS AND RECALLS

- 13.01** Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority and in accordance with Article 13.02. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.
- 13.02** Recognizing the principles of Article 13.01, the parties agree that an employee about to be laid off may displace (bump) any employee with less seniority in the same or lower classification, provided the employee exercising her/his right is qualified to perform the work of the employee she/he is displacing. When an employee exercises her/his bumping privilege, she/he shall not be entitled to a further bump should she/he find her/his new job unacceptable. Any employee who is displaced by a senior employee shall also have the same privilege of displacing and bumping until the most junior employee has no one to displace or bump, then that employee shall be laid off in accordance with the provisions of Article 13.
- 13.03** An employee receiving notice of layoff must indicate in writing to the Manager of **Human** Resources, within four **(4)** weeks of receiving written notification that his/her position has been declared surplus, or in the case of an employee with less than one (1) year's service, two (2) weeks, that he/she wishes to displace (bump) or accept the layoff. If written notification is not received in the time periods referred to above, he/she shall be

deemed to have opted to be laid off.

- 13.04** No new employees will be hired until those laid off have been given an opportunity of re-employment provided they are qualified to do the work available.
- 13.05** The Employer shall notify employees, who are to be laid off, thirty **(30)** working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) ~~full~~ days after notice of layoff, he/she shall be paid in lieu of work for that part of thirty (30) days during which work was not made available. For employees with less than one (1) year's service, layoff notice shall be ten (10) working days' notice or ten (10) days' pay in lieu of work.
- 13.06** Grievances concerning layoffs due to a reduction in the work force shall be initiated at Step 2 of the grievance procedure.
- 13.07** Both parties agree that the Board, at its discretion, may close all secondary school offices for the last week of July and the first week of **August**. Such closure must apply to all secondary schools. This closure is not considered as a layoff. The Employer agrees that employees may use this two **(2)** week period as vacation entitlement covered by Article 17 rather than have the period off without pay. Such choice shall be at the discretion of the employee, provided the employee has two (2) week vacation entitlements or more. If vacation is taken, the employees entitlement under Article 17 to take all vacation in an unbroken period is waived so that employees can be required to work immediately before and immediately after the two week period.
- 13.08** Both parties understand and agree that no regular employee shall be subject to lay-off or reduction in their regular hours while any casual employee is employed in a capacity the affected employee is qualified to perform.

ARTICLE 14 - HOURS OF WORK

14.01 The normal work week shall consist of five **(5)** days of seven (7) hours each, Monday to Friday inclusive. The normal work day shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No seven (7) hour day shifts shall be spread over a period longer than eight (8) hours with one (1) hour off for lunch. It is agreed that the one hour lunch break may be extended or reduced by mutual agreement between the Employer and the employee concerned.

Employees who are classified in classifications listed below may be required to work hours of work outside the parameters of the first paragraph above. Should that be the case the employees shall be given adequate notice and further the Employer agrees that if the employees are scheduled beyond 5 p.m. but not later than 11 p.m. the total period of the shift shall be seven (7) hours from start to finish with a paid lunch break. Employees shall also be paid the hourly shift premium for each hour, detailed in Article 14.05. The affected classifications are:

Programmer
Liaison Officer
Facilitator Technological Programs
Senior Computer Operator
Senior Computer Services Technician
Computer Services Technician
Computer Operator - Computer Services
Educational Assistant - J.F.T.T.C.
Facilitator - Arts Project
Community Living and Work Facilitator
Database Administrator

Schedules shall **be** established by the Employer for those employees who work less than seven (7) hours per day or less than thirty-five **(35)** hours per week.

Employees working seven (7) hours per day shall be entitled to a fifteen (15) minute rest period both in the morning and in the afternoon. Employees working four **(4)** hours or less per day

shall be entitled to one fifteen (15) minute rest period per day.

14.02 From approximately July 1st until August 30th, the normal hours of work as listed above shall be reduced by one (1) hour per day. It is also agreed that employees shall be entitled to work four (4) days per week consisting of seven and one-half (7 1/2) hours per day. Subject to where there are two (2) employees or more, the office shall be staffed from Monday to Friday. There shall be a one-half (1/2) hour unpaid lunch period.

As arranged with Management, the off day during this period shall be either Monday or Friday.

The above schedule will not apply during the week of the Civic Holiday when the work week shall be from Tuesday to Friday, inclusive.

14.03 During July and August the overtime provisions covered in Article 15 shall be amended to comply with the following:

The working day at 7 1/2 hours is at straight time. **An** employee requested to work overtime beyond 7 1/2 hours of a period of one hour or less shall receive payment at straight time. **An** employee requested to work overtime beyond 8 1/2 hours shall receive the appropriate overtime rate for all hours worked beyond 7 1/2 hours.

An employee required to work beyond 30 hours per week shall receive straight time for up to and including 35 hours, after 35 hours of work the applicable overtime rates shall apply.

14.04 Elementary school secretaries who now **work** twelve (12) months per year, shall be allowed the option of continuing to **work** twelve (12) months per year or ten (10) months per year.

14.05 Employees required to work evening shift shall receive a shift bonus of sixty cents (\$.60) per hour.

Effective September 1, 1992 the above sixty cents (\$.60) per hour shall be amended to read sixty-five (\$.65) per hour.

Effective January 1, 1993, the above sixty cents (\$.60) per hour shall be amended to read seventy cents (\$.70) per hour.

Effective January 1, 1994, the above sixty cents (\$.60) per hour shall be amended to read seventy-five cents (\$.75) per hour.

14.06 EDUCATIONAL ASSISTANTS ONLY

All Educational Assistants covered by this agreement will be employed during the school year as defined by the Ministry of Education. The normal work week shall consist of five (5) days of **six** (6) hours each, Monday to Friday inclusive. The normal work day shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No six (6) hour day shift shall be spread over a period longer than seven (7) hours with one (1) hour off for lunch. It is agreed that the one hour lunch break **may** be extended or reduced by mutual agreement between the Employer and the employee concerned.

Schedules shall be established by the Employer for those employees who work less than **six** (6) hours per day or less than thirty (30) days per week.

Employees working six (**6**) hours **per** day shall be entitled to a fifteen (15) minute rest period both in the morning and in the afternoon. Employees working three (**3**) hours or less per day shall be entitled to one (1) fifteen (**15**) minute rest period per day.

Educational Assistants shall be required to report to work on regular school days, it being understood that Professional Development Days are regular school days.

ARTICLE 15 - OVERTIME

15.01 An employee who is required to work overtime shall be paid at the rate of time and one-half of his/her basic straight time hourly rate for all hours worked in excess of seven (7) hours in any one day, Monday to Friday, inclusive, and for all hours worked on a Saturday, and at the rate of double hours basic straight time hourly rate for all hours so worked on a Sunday or a recognized holiday in accordance with Article 16.01.

Educational Assistants' overtime shall be based on a six (6) hour day.

15.02 Employees shall be entitled to the following regarding overtime payment :

- (a) the employee shall be paid; or
- (b) the employee shall be allowed to save his/her overtime to be used at a later date as time off with **pay**, it being understood that overtime rates that apply shall be converted to straight time hours and no employee shall be allowed to accumulate a total one-time of over thirty-five (35) hours. The actual time off shall be by mutual agreement. If an employee exercises the option for time off with pay the decision shall be binding and the employee may not later, except by mutual agreement, request pay in lieu of time off.

15.03 An employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of two (2) hours at the applicable overtime rates. Employees shall respond only when required to do so by their Supervisor.

15.04 Part-time employees working less than seven (7) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked up to **and** including seven (7) hours in the working day.

Regular overtime rates shall apply after seven (7) hours in the working day and for all work performed on holidays and regular days off.

For Educational Assistants, part-time employees shall be those working less than six (6) hours per day.

15.05 Opportunities for overtime and call back time shall be divided equally **among** the employees who are willing and qualified to perform the work that is available.

ARTICLE 16 - HOLIDAYS

16.01 The paid holidays recognized by the Employer will be as follows:

Good Friday
Easter Monday
Victoria Day

Canada Day
Civic Holiday
Labour Day
Thanksgiving Day

Christmas Season 1992

Friday, December 25
Monday, December 28
Tuesday, December 29
Wednesday, December 30
Thursday, December 31
Friday, January 1

Christmas Day
Boxing Day
Lieu Day (Remembrance Day)
Paid Float Day
Paid Float Day
New Year's Day

Christmas Season 1993

Friday, December 24
Monday, December 27
Tuesday, December 28
Wednesday, December 29
Thursday, December 30
Friday, December 31

Christmas Day
Boxing Day
Lieu Day (Remembrance Day)
Paid Float Day
Paid Float Day
New Year's Day

Christmas Season 1994

Monday, December 26	Christmas Day
Tuesday, December 27	Boxing Day
Wednesday, December 28	Lieu Day (Remembrance Day)
Thursday, December 29	Paid Float Day
Friday, December 30	Paid Float Day
Monday, January 2	New Year's Day

Whenever a holiday listed above falls on a Saturday or Sunday (except for Christmas Season holidays), the preceding Friday or the following Monday shall be declared a holiday. Choice of the Friday or Monday shall be by mutual agreement between the parties.

The Union agrees and understands that the dates listed for the Christmas Seasons for 1993 and 1994 may have to be amended subject to the school closure period as established by the Ministry of Education in accordance with the Education Act. The Employer agrees that if the dates have to be changed, employees will receive the same entitlement as listed for the Christmas Season of 1993 or 1994 if such can be accommodated within the Education Act in order that employees will be entitled to the **same** number of days off **as** listed for those Seasons of 1993 and 1994.

- 16.02** Should the Federal Government declare a new holiday (Flag Day, etc.) the Employer will include that day in Article 16.01.
- 16.03** Ten month employees shall not receive payment for the Civic Holiday. Ten month employees shall not receive payment for the Labour Day holiday unless they are required to report back to **work** before Labour Day.

ARTICLE 17 - VACATION

- 17.01** An employee shall earn vacation credits at the following rates:
- (a) .83 days per month during the first year of continuous service (12 months = 10 days);

- (b) one and one-quarter ($1 \frac{1}{4}$) days per month after one (1) year of continuous service (12 months = 15 days);
 - (c) one and two-thirds ($1 \frac{2}{3}$) days per month after four (4) years of continuous service (12 months = 20 days);
 - (d) two and one-twelfth ($2 \frac{1}{12}$) days per month after thirteen (13) years of continuous service (12 months = 25 days);
 - (e) Two and one-half ($2 \frac{1}{2}$) days per month after twenty (20) years of continuous service (12 months = 30 days).
- 17.02** If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each holiday in addition to his/her regular vacation time.
- 17.03** Vacation pay shall be at the rate effective immediately prior to the vacation time.
- 17.04** Vacation shall be granted on the basis of seniority within departments.
- 17.05** An employee is entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the employer.
- 17.06** An employee is entitled to vacation credits under Article 17.01 in respect of a month or part thereof in which he/she is at work, or on leave with pay, or on maternity leave, or Union leave not exceeding one month.
- 17.07** An employee is not entitled to vacation credits under Article 17.01 in respect of a whole month in which he/she is absent from duty for any reason other than paid vacation or leave of absence with pay.

- 17.08** An employee shall be credited with his/her vacation for a calendar year at the commencement of each calendar year plus the previous year's vacation entitlements not used, subject to Article 17.09.
- 17.09** An employee may accumulate vacation to a maximum of twice his/her annual accrual but shall be required to reduce his/her accumulation to a maximum of one (1) year's accrual by 31 December of each year.
- 17.10** On commencing employment, an employee shall be credited with pro-rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until he/she has completed six months of employment, except for employees covered under Article 17.14.
- 17.11** Where an employee leaves the Board's employ prior to the completion of six (6) months of employment, he/she is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of employment.
- 17.12** An employee who has completed six (6) months of employment shall be paid for any accrued and unused vacation credits at the date he/she ceases to be an employee, or at the date he qualifies for payments under any Long Term Disability Plan the parties may agree to, and any salary paid for unearned vacation used up to that time shall be recovered by the employer from any monies owing to that employee.
- 17.13** In the calendar year in which an employee retires and provided he/she works until August 31 of that year (10 month employees June 30) he/she shall receive full vacation rates calculated as though he/she had worked the full calendar year.
- 17.14** Employees who normally do not work during the Christmas Break and the Winter Break shall be allowed to take their vacation entitlement with pay for those days that they would not receive pay.

17.15 Employees who normally **work** less than twelve (12) months per year shall have their actual vacation entitlements prorated. For purposes of progressing through the vacation schedule (Article 17.01) ten (10) month employees shall be credited with twelve (12) months service.

17.16 EDUCATIONAL ASSISTANTS ONLY

Effective September 1, 1992 Educational Assistants' vacation entitlement shall be the same as Office, Clerical and Technical employees except for Article 17.05.

Regarding vacation entitlement the Union agrees that Educational Assistants shall not take vacation on any instructional days during the school year. Educational Assistants may use vacation entitlement during the Christmas Break, Spring Break or on a Professional Development Day. Vacation on a Professional Development Day shall be by mutual agreement between the employee and their supervisor.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 The Employer may grant leave of absence without pay to an employee for any reason which is regarded **by** the Employer as legitimate and acceptable. A request for such leave shall be made in writing along with the reasons. **A** leave of absence shall not be taken without first obtaining the formal approval of the Employer.

18.02 The extension of any leave of absence granted by the Employer beyond its date of expiry shall be at the sole discretion of the Employer.

18.03 Leave of absence without pay shall be granted upon written request by the Union to the Employer at least two (2) weeks in advance of the start of such leave to attend a Union Convention, or Union Educational Seminar. Such leave of absence shall not exceed a total of sixty (60) person days in any one calendar year.

In addition the Parties agree that in respect to the administration of this clause for the life of this Agreement that nothing prevents the Board from granting additional days over and above the number of days stated in the clause. It is also understood that upon such a request from the Union, such leave shall not unreasonably be denied.

- 18.04** Leave of absence without loss of pay will be granted to an employee upon written request up to a maximum of five (5) working days in case of death of an employee's spouse, child, mother or father.

Leave of absence without loss of pay will be granted to an employee upon written request **up** to a maximum of three (3) working days in the case of death of an employee's step-mother, step-father, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparents or grandchild.

During the employee's actual vacation leave, should he/she become eligible for bereavement leave as covered in this Article, he/she shall be entitled to an additional equal number of vacation days to equal the days lost for such bereavement leave in accordance with this Article.

- 18.05** The Employer recognizes the rights of the employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of seniority **and** without pay so the employees may be candidates in a federal, provincial or municipal election. Any employee who is elected or selected for a full-time position with the Union, or any body with which **the** Union is affiliated or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority, by the Employer for a period up to one year. Such leave shall be renewed each year, on request, during the term of his/her office. The total consecutive years of leave shall not exceed **five (5)** years of absence.

- 18.06** One (1) day leave shall be granted without loss **of** salary or wage to attend a funeral as a pallbearer.

18.07 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

18.08 Parental Leave - Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of six (6) months. The employee returning to work after parental leave shall provide the Employer with at least two (2) weeks' notice. On return from parental leave, the employee will be placed in her former position. If her former position should become redundant during the parental leave, she would then be placed in a position consistent with the seniority provisions of this agreement. Once an employee has started her parental leave, she shall not be eligible for sick leave benefits, except as covered under Articles 19.11, 19.12, and 19.13.

During the period of parental leave, up to six (6) months, the Employer agrees to continue paying the Employer's share of the benefits contained in Articles 21.02, 21.03, 21.05 and 21.06.

While an employee is on parental leave, the replacement procedure shall be as follows:

The senior employee within that department or school, provided the person has sufficient ability to perform the job, shall be given the opportunity of performing that job during the parental leave. The above procedure shall be done in a reasonable and logical fashion. At no time shall a vacancy be posted that occurs as the result of an employee going on parental leave.

If an employee on parental leave decides not to return at the end of her leave, that position shall **then** be posted.

Notwithstanding the other provisions contained in Article 18.08, the Employer agrees that, as soon as possible after the signing of this collective agreement, they shall enter into an agreement with the Unemployment Insurance Commission Supplementary Unemployment Plan to provide that an employee on leave of absence as set out above and who is in receipt of Unemployment Insurance Pregnancy Benefits pursuant to Section 30 to the Unemployment Insurance Act, 1971, shall be paid by Supplementary Unemployment Benefit. That Benefit will be equivalent to the difference between 75% of the employee's regular earnings and the sum of weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Employer of the employee's Unemployment Insurance cheque stub, as proof that she is in receipt of Unemployment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits to a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked, prior to commencement of the leave, times her normal weekly hours.

It is understood by the Parties that the terms and entitlements applicable to Pregnancy and Parental Leave under the Ontario Employment Standards Act and the Canada Unemployment Insurance Act shall apply. As clarification it is noted that adoption is within the framework contemplated by Parental Leave under the above legislation. Specifically, in the event of a split in leave, benefits as contemplated in the second paragraph shall apply.

18.09 Personal Leave may be granted for reasons which are unavoidable or extraordinary, or on grounds of compassion. Personal leave also may be granted for parental reasons which are unavoidable and are directly related to the emergency care of the employee's children not older than seventeen years. Babysitting problems do not qualify as parental leave.

Personal Leave, to a total of five (5) days per year, may be granted at the discretion of the Manager of Human Resources in consultation with the employee's supervisor. A year is defined as

July 1 to June 30 for personal leave entitlement and record keeping.

Days for which Personal Leave is granted are not deductible from accumulated sick leave.

Personal Leave is not accumulative.

18.10 SELF FUNDED LEAVE

The Self-Funded Leave Plan now in place forms part of this agreement. (Note: Deadline for application is January 15)

18.11 The Employer agrees that paternity leave of up to five (5) days with pay shall be granted to new fathers on request.

18.12 The Employer agrees that the Local Union President may be absent from work up to forty (40) days per year for the purpose of taking care of Local Union business with the understanding that the Union will give as much notice as possible prior to the actual absence.

The Employer further agrees that the employee will be paid their normal day's wages, benefits will be continued, and that the Local Union shall be billed for the amount of monies paid to the employee or on behalf of the employee and the Employer shall be reimbursed immediately for any cost.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of **an** accident **for** which compensation is not payable under the Worker's Compensation Act.

An employee will report an absence within one (1) hour of normal starting time.

19.02 All regular full-time employees and part-time employees on continuous employment longer than one month, shall be eligible for benefits.

19.03 Each employee shall be eligible for a credit of two (2) days for each month of employment up to a maximum of twenty-four (24) days per year. For the purpose of calculating sick leave the sick leave year shall be from July 1st to June 30th of the following year. Credits for part-time employees shall be prorated in accordance with the number of days or hours worked.

When a full-time employee reverts to a part-time position or when a part-time employee becomes a full-time employee the number of days in the sick leave account shall be converted to hours.

19.04 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in 19.01. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half (1/2) day.

19.05 An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his/her duties due to illness.

19.06 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not receive sick leave for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave or layoff.

19.07 An employee shall be entitled to accumulate all unused days of credit allowed under Article 19.03 to a maximum of two hundred and fifty (250) days.

19.08 Every employee eligible for sick leave credit under this policy except those who have received severance or retirement gratuity payments, who resigns and is later rehired without having been otherwise gainfully employed in the intervening time, shall receive credit for sick leave days earned prior to resignation and accumulated under this agreement to that date. The burden of satisfactory proof to establish recognition of credits claimed shall be borne by the claimant.

19.09 A record of all unused sick leave will be kept by the Employer. All employees are to be advised in writing on September of each year of the amount of sick leave accrued to his/her credit.

19.10 An additional twenty (20) non-cumulative days will be granted in each of the last three (3) years before retirement to an employee who has accumulated the maximum number allowable under Article 19.07 (250) days so that the employee will have available those extra days of sick leave in each of those years to protect his/her retirement gratuity.

19.11 SEVERANCE PAY - an employee who severs employment with the Employer shall be entitled to the following severance pay from his/her **sick** leave bank at his/her rate of pay just prior to his/her severance and in accordance with the following:

An employee with over ten (10) years of service but less than fifteen (15) years service shall receive 50% of his/her accumulated sick leave up to a maximum of thirty (30) working days.

An employee with fifteen (15) years of service but less than twenty (20) years of service shall receive 50% of his/her accumulated sick leave up to a maximum of sixty (60) working days.

An employee with over twenty (20) years of service shall receive 50% of his/her accumulated sick leave up to a maximum of one-half (1/2) year's salary.

19.12 RETIREMENT - an employee who retires because of age, illness, on pension or loses seniority in accordance with Articles 11.04 (f) and 11.04 (g) shall be entitled to the following retirement pay from his/her sick leave bank at his/her rate of pay just prior to his/her retirement.

Over eight (8) year's service, 50% of his/her accrued sick leave **up** to a maximum of one-half(1/2) year's salary.

The requirements for eight years of service does not apply to an employee who retires because he/she has reached age 65 and did not have the opportunity of working for the Employer for 8 years. His/her retirement gratuity shall be 50% of his accumulated sick leave.

It is understood between the parties for the life of this agreement when administrating the provisions of the above indicated Article the Board will consider the term retirement to include persons who retire under the terms of the provisions of **OMERS** for retirement.

19.13 DEATH - in the event of the death of an employee, his/her Estate shall be entitled to the following gratuities:

50% of his/her accrued sick leave **up** to a maximum of one-half (1/2) year's salary.

19.14 In all cases of prolonged illness, a certificate from a qualified medical practitioner, certifying to the illness of the employee, may be required monthly before any payment of salary for the accumulated sick leave is made.

The Employer may, at any time, request an employee to submit a certificate **of** health signed by a duly qualified medical practitioner named and paid for by the Employer.

19.15 When an employee's sick leave credits are exhausted, he/she will cease to receive any salary payments. The employee shall receive any holiday pay due to him/her at the time he/she ceases to receive any salary payments. Continuation of benefit coverage is covered under Article 21 - Welfare Benefits.

19.16 An employee, with seniority, who has been removed from payroll for a period not exceeding six (6) months because of an illness or injury, will be reinstated in his/her former position with no loss of seniority, provided that upon his/her return to work he/she provides an acceptable physical examination report from a licensed physician, certifying that he/she is physically capable of performing the duties of that position. An employee with seniority who has been removed from payroll for a period longer than six (6) months due to illness or injury may be re-employed under the following conditions:

- (a) If the employee maintained a satisfactory record with the Employer prior to such illness or injury.
- (b) If a vacancy exists for which the employee is reasonably qualified.
- (c) If the employee provides an acceptable physical examination report from a licensed physician, certifying that he/she is physically capable of performing the full duties of that position.

An employee who has been unable to perform his/her duties due to illness or injury for a period exceeding two (2) consecutive years will not be considered for re-employment under this Article.

19.17 Should the Employer feel that an employee is abusing his/her sick leave privileges, the Employer may notify the employee in writing of their feelings toward his/her sick leave record with a copy to the Union.

Should the Employer feel that as a result of the above letter there has been no improvement or they are still not satisfied, then they

may send the employee a letter requiring that to be eligible for future sick leave payment he/she must have a medical certificate signed by a duly qualified medical practitioner, named and paid for by the Employer.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

- 20.01** The Employer will pay wages bi-weekly in accordance with Schedule 'A' attached hereto and forming part of this agreement. On each pay day, each employee will be provided with an itemized statement of his/her wages and deductions.
- 20.02** When an employee temporarily relieves in, or performs the principal duties of a higher paying position at a flat rate of pay, he/she shall receive the rate for the job. When an employee temporarily relieves in, or performs the principal duties of a higher paying position for which a salary range has been established, he/she shall receive the rate in the salary range which is higher than his/her previous rate. A temporary period shall be defined as two (2) or more weeks.
- 20.03** When an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in an experience grade in his/her new classification which will provide an immediate increase over his/her previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.
- 20.04** An employee required by the Employer to use his/her own car to drive to a designated place of employment other than his/her base, shall be paid mileage in accordance with the Board's policy.

An employee required by the Employer to use his/her own car to drive Employer materials shall receive an additional five cents (\$.05) per kilometre.

20.05 Employees, upon giving at least seven (7) days notice in writing may receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

20.06 The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify himself/herself to perform his/her job. Payment shall be made on registration in the course. Employees, unilaterally withdrawing from a course prior to its completion, will reimburse the Employer for the cost of the tuition.

ARTICLE 21 - WELFARE BENEFITS

21.01 In addition to the Canada Pension Plan each employee shall join the Ontario Municipal Employees' Retirement System.

21.02 The Employer shall pay 100% of the cost of the premium for the following;

- (a) Ontario Health Insurance Plan
- (b) Blue Cross Plan for semi-private hospital care
- (c) Blue Cross Extended health Care
 - \$20 deductible, family
 - \$10 deductible, single
- (d) Vision Care
Effective January 1, 1993 - coverage - maximum amount is \$200.00 per 24 consecutive months.

If an employee is laid off, the Employer agrees to continue paying **its** share of the premium covered in this Article for a period of **up** to one year from date of lay-off, or until the employee **is** recalled or until the employee finds alternate employment, provided he/she meets the following requirements.

- (a) he/she notifies the Employer immediately of his/her intention to

carry the plans; and

(b) he/she provides the Employer with the money needed to cover his/her share of the cost prior to the regular billing date.

21.03 In addition, the Employer agrees to pay 100% of the cost of the premium for the existing Group Life Insurance Plan.

21.04 An employee prevented from performing his/her regular work with the Employer on account of **an** occupational accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the Worker's Compensation Act, shall receive from the Employer the difference between the amount payable by the Worker's Compensation Board and his/her regular salary. Such difference shall come from the employee's accumulated sick leave bank.

21.05 Upon the signing of this agreement, the Employer shall make the necessary arrangements to incorporate Blue Cross Dental Plan No. 9 (1991 O.D.A. Schedule of Fees effective January 1, 1993; 1992 O.D.A. Schedule of Fees effective January 1, 1994). The Employer agrees to pay 100% of the cost of the premium.

21.06 Long Term Disability is covered by a Memorandum of Agreement between the parties.

Effective September 1, 1986, the Employer agrees to incorporate a Long Term Disability Plan which was agreed to by the parties as tendered by the Wyatt Corporation on behalf of Confederation Life which included a qualifying period of five (**5**) months and a benefit level of seventy-five percent (75%). The Employer agrees to pay one hundred percent (100%) of the cost of the premium for this plan or an equivalent plan.

21.07 The Employer agrees that ten month employees who are enrolled in the benefits contained in Articles 21.02, 21.03, 21.05 and 21.06 shall be entitled to carry those benefits during the summer months that they are not working with the understanding that the employer will pay its share of such benefits as detailed in the

above articles and the employee shall pay their share. The employees shall pay their share prior to the start of their absence.

21.08 It is agreed that any and all accrued premium rate reductions realized by the employer from the U.I.C. rebate (5/12ths) will be retained by the employer, which have been applied to the benefits in this article.

21.09 An employee who is absent from work and covered by Workers' Compensation shall, upon written request, be entitled to continue to participate in all of the benefits which the employee might choose from the Collective Agreement in effect between the Union and the Board, for a period of **up** to two (2) years following the expiration of his/her cumulative sick leave bank. The Board agrees to continue to pay its share of the applicable premiums, provided the employee contributes his/her share of the premiums. Such continuance is dependent upon satisfying the carrier's conditions.

An employee who retires onto the Board pension plan prior to age 65 shall, upon written request, be entitled to continue to participate in all of the benefits which he/she might choose from the Collective Agreement in effect between the Union and the Board, until he/she reaches the age of 65. The Board agrees to continue to pay all applicable premiums, provided the employee reimburses the Board in full. The employee agrees to provide the Board with post-dated cheques in advance, on an annual basis, for all benefits he/she chooses to continue. Such continuance is dependent upon satisfying the carrier's conditions.

When an employee's sick leave credits are exhausted, he/she shall, upon written request, be entitled to continue to participate in all of the benefits which he/she might choose from the Collective Agreement in effect between the Union and the Board, for **up** to six (6) months following the expiration of his/her sick leave bank. The Board agrees to continue to pay its share of the applicable premiums, provided the employee contributes his/her share of the premiums. Such continuance is dependent upon satisfying the carrier's conditions.

An employee who is in receipt of benefits from the Long Term Disability Plan shall, upon written request, be entitled to continue to participate in all of the benefits which he/she might choose from the Collective Agreement in effect between the Union and the Board, until he/she reaches age 65. The Board agrees to continue to pay all applicable premiums, provided the employee reimburses the Board in full. The employee agrees to provide the Board with post-dated cheques in advance, on an annual basis, for all benefits he/she chooses to continue. Such continuance is dependent upon satisfying the carrier's conditions.

Continuance of coverages referred to in Article 21 as listed above is dependent upon the employee meeting the following requirements:

- (a) he/she must notify the Board in advance, in writing, of his/her intentions to continue coverages, and
- (b) he/she provides the Board with the money needed to cover his/her share of the applicable benefits prior to the required billing date(s)

ARTICLE 22 - PROTECTIVE CLOTHING

22.01 Each school is to be supplied with smocks in accordance with the following:

Elementary Schools - a minimum of one (1) smock

Secondary Schools - a minimum of three (3) smocks

These smocks are to be used by the clerical staff when working on dirty **jobs** such as Gestetner, Ditto, etc. It is understood that these **smocks** will be left on the premises of the Employer at all times.

The Employer agrees to provide each Bus Driver, Courier and Warehouse Driver with appropriate uniforms as agreed to by the parties. The Employer further agrees to provide protective

clothing to the Computer Technician employees.

- 22.02** Smocks shall be supplied to all other employees who request them provided such employees can show the need. The number of smocks to the employee shall be a minimum of two (2) per calendar year. Smocks shall be purchased by the Employer through one supplier.

ARTICLE 23 - GENERAL

- 23.01** The Employer shall require all new employees, during their first thirty (30) days of the probationary period, to submit to the Employer a certificate of medical fitness from a Doctor of Medicine appointed by the Employer. Failure of such fitness examination shall be sufficient to warrant them not being hired.

- 23.02** When any position not covered by Appendix 'A' is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration.

During the period the parties are unable to agree on a rate or an arbitrator rules, the Employer may post the job at the rate they proposed and fill the position with the notation on the posting that the rate is under review.

- 23.03** The Employer agrees that the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

- 23.04** The Employer shall supply all tools and equipment required by employees in the performance of their duties. The Employer shall provide the Warehouse Person, Storesperson, A.V. Technician and the Truck Driver, one (1) pair of C.S.A. approved safety boots of good quality as required.

- 23.05** The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his/her rights

and duties under it. For this reason, the Employer shall print sufficient copies of the agreement in a Union Shop within thirty (30) days of signing. The cost of such printing shall be shared equally between the Union and the Employer.

23.06 The Employer agrees that no employee shall be laid off due to the use of volunteers or contracting out of work presently performed by members of the bargaining unit.

23.07 The Union and Employer agree that personal information regarding an employee acquired through the Employee Assistance Program shall not be used by an employee, the Union, or the Employer for discipline, grievances, or arbitration purposes or procedures.

23.08 The Employer agrees that any employee (with one (1) day's notice) shall have the right to review his/her personnel file, in the presence of a member of the Human Resources Services Department, during normal working hours. Such request shall not be made with unreasonable frequency.

23.09 Sexual Harassment

The Employer recognizes that no employee shall be subject to sexual harassment. Sexual harassment shall be as defined by the Ontario Human Rights Code. If the Employer decides a transfer is necessary because of an incident or incidents considered to be sexual harassment, the employee who has been harassed shall not be transferred against his/her will.

23.10 The Employer agrees that no employee shall be laid off or have their hours of work reduced **as** a result of a position, school, or workplace becoming bilingual.

23.11 It is agreed between the Parties that for the life of this agreement, that existing letters, memoranda or written agreements shall continue to remain in effect insofar **as** they might provide for an understanding or agreement in respect to the interpretation, administration or application of the Collective Agreement. It is further agreed between the Parties that during the life of this

Agreement a schedule shall be developed which shall list the aforementioned letters and memoranda and only those that are scheduled and specifically renewed shall have force and effect in respect to subsequent collective agreements.

23.12 The Union and the Employer agree that full compliance with the Pay Equity Act (including the proportional value amendment proposed by the Ontario Legislature) has been adhered to and further that the wage rates contained in this Collective Agreement reflect full compliance. The Union agrees that all adjustments necessary were paid to employees on the effective date of January 1, 1990 and proportional value adjustments were paid on September 1, 1990 and thereafter.

23.13 The Employer shall endeavour to limit the number of employees regularly working less than fifteen (15) hours per week, by offering them other work in the same or different location to bring their total hours up to fifteen (15) or more hours per week.

The Employer agrees that for employees working fifteen (15) or more hours per week and less than thirty-five (35) shall be offered where possible opportunity for extra hours up to thirty-five (35) hours per week to fill in for long-term temporary vacancies and/or permanent positions who have not had their total weekly hours of work exceed thirty-five (35) hours wherever practicable.

23.14 The Employer agrees that any rights, privileges or conditions of employment that the employees who were transferred to CUPE Local 1727 as a result of the Labour Relations Board hearings in 1991, now possess shall continue to be in effect unless the conditions of this agreement are equal or better than the conditions now in place.

23.15 The Letter of Understanding regarding Sick Leave shall form part of this Agreement.

*


ARTICLE 24 - DURATION OF AGREEMENT

24.01 This collective agreement shall become effective January 1, 1992 and shall remain in effect until December 31, 1994, and shall continue in force from year to year thereafter unless either party gives notice to the other party hereto of a desire to terminate or amend this agreement. Such notice shall be given in writing by the party giving notice not earlier than ninety (90) days and at least thirty (30) days before the expiry date of this agreement or any subsequent anniversary date of which this agreement remains in force.

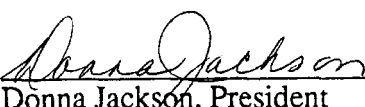
24.02 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the term of this agreement.

FRONTENAC COUNTY BOARD OF
EDUCATION

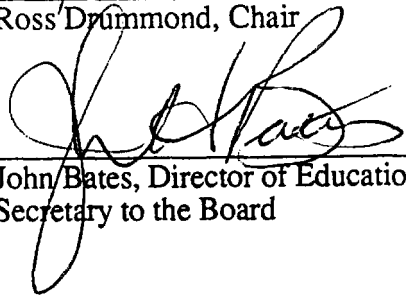
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1727



Ross Drummond, Chair



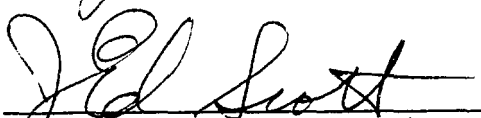
Donna Jackson, President



John Bates, Director of Education and
Secretary to the Board



Cheryl Slack, Secretary



Ed Scott, C.U.P.E. Representative

December 10/92
Date

APPENDIX A

CUPE LOCAL 1727 WAGES

<u>CLASSIFICATION</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>MAX</u>
Data Base Administrator					
Jan. 1, 1992	23.20	24.83	26.45		
Jan. 1, 1993	23.70	25.33	26.95		
Jan. 1, 1994	24.20	25.83	27.45		

Early Childhood Educator					
Jan. 1, 1992	21.93	-----	22.95	23.99	24.99
Jan. 1, 1993	22.43	-----	23.45	24.49	25.49
Jan. 1, 1994	22.93	-----	23.95	24.99	25.99

Program Manager - Outdoor Education					
Jan. 1, 1992	20.47	-----	21.42	22.40	23.32
Jan. 1, 1993	20.97	-----	21.92	22.90	23.82
Jan. 1, 1994	21.47	-----	22.42	23.40	24.32

Community Living and Work Facilitator					
Jan. 1, 1992	19.63	-----	20.53	21.44	22.34
Jan. 1, 1993	20.13	-----	21.03	21.93	22.84
Jan. 1, 1994	20.63	-----	21.53	22.43	23.34

Facilitator - Technological Programs					
Programmer/Liaison Officer					
Jan. 1, 1992	19.65	20.07	20.71		
Jan. 1, 1993	20.15	20.57	21.21		
Jan. 1, 1994	20.65	21.07	21.71		

Community Relations Officer					
Facilitator - Arts Project					
Jan. 1, 1992	18.63	19.26	19.88		
Jan. 1, 1993	19.13	19.76	20.38		
Jan. 1, 1994	19.63	20.26	20.88		

<u>CLASSIFICATION</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>MAX</u>
-----------------------	--------------	---------------	--------------	--------------	------------

Senior Printer

Jan. 1, 1992	16.19	16.80	17.40		
Jan. 1, 1993	16.69	17.30	17.90		
Jan. 1, 1994	17.19	17.80	18.40		

Office Manager

A.V. Technician

Senior Technician - Computer Services

A.V./Computer Technician - JFTTC

Jan. 1, 1992	15.67	16.09	16.72		
Jan. 1, 1993	16.17	16.59	17.22		
Jan. 1, 1994	16.67	17.09	17.72		

Secretary to Manager of Physical Plant

Jan. 1, 1992	15.52	16.11	16.69		
Jan. 1, 1993	16.02	16.61	17.19		
Jan. 1, 1994	16.52	17.11	17.69		

Intervenor

Jan. 1, 1992	15.43	-----	16.09	16.74	17.40
Jan. 1, 1993	15.93	-----	16.59	17.24	17.90
Jan. 1, 1994	16.43	-----	17.09	17.74	18.40

Lead Hand **Bus** Driver

Jan. 1, 1992	15.13	15.58	16.24		
Jan. 1, 1993	15.63	16.08	16.74		
Jan. 1, 1994	16.13	16.58	17.24		

Computer Services Technician

Computer Technician - Secondary School

Elementary School Secretary

Stores Manager

Bus Driver

Senior **Computer** Operator

Human Resources **Clerk** - Staffing

Jan. 1, 1992	14.43	14.86	15.49		
Jan. 1, 1993	14.93	15.36	15.99		
Jan. 1, 1994	15.43	15.86	16.49		

CLASSIFICATION START 6 MOS. 1 YR. 2 YR. MAX

Human Resources Clerks -

Benefits/Health & Safety

Information Systems/Employment Equity

Jan. 1, 1992 14.43 14.81 15.19

Jan. 1, 1993 14.93 15.31 15.69

Jan. 1, 1994 15.43 15.81 16.19

Area Team Secretary

Secretary - Planning Officer

Secretary - School to Community Services

Library Technician

Audio Visual Aide

Payroll Clerk

Secretary - Auxiliary Services

Secretary - Computer Services

Secretary - Continuing Education

Clerk - Program Budgets

Jan. 1, 1992 13.97 14.39 15.02

Jan. 1, 1993 14.47 14.89 15.52

Jan. 1, 1994 14.97 15.39 16.02

Senior Clerk - Secondary School

Secretary - Financial Services

Control Centre Clerk

Senior Clerk - Continuing Education

Accounting Clerk

Benefits Clerk

Warehouse Driver

Warehouse Person

Secretary - Purchasing

Computer Operator

Secretary/Receptionist - JFTTC

Resource Clerk - JFTTC

Clerk - Operations Administration

Jan. 1, 1992 13.57 13.99 14.62

Jan. 1, 1993 14.07 14.49 15.12

Jan. 1, 1994 14.57 14.99 15.62

CLASSIFICATION START 6 MOS. 1 YR. 2 YR. MAX

Clerk - Auxiliary Services
 Assistant Elementary School Secretary
 Clerk Typist - Auxiliary Services
 Receptionist - Board Office
 Clerk Typist - Secondary School
 Offset Printer
 Educational Resource Assistant

Jan. 1, 1992	13.04	13.46	14.10
Jan. 1, 1993	13.54	13.96	14.60
Jan. 1, 1994	14.04	14.46	15.10

 Film Booking Clerk
 General Duties Clerk
 File Clerk

Jan. 1, 1992	12.52	12.94	13.57
Jan. 1, 1993	13.02	13.44	14.07
Jan. 1, 1994	13.52	13.94	14.57

 Educational Assistant I

Jan. 1, 1992	13.69	-----	14.22
Jan. 1, 1993	14.19	-----	14.72
Jan. 1, 1994	14.69	-----	15.22

 Educational Assistant II

Jan. 1, 1992	14.29	-----	14.82
Jan. 1, 1993	14.79	-----	15.32
Jan. 1, 1994	15.29	-----	15.82

RED CIRCLED POSITIONS

CUPE LOCAL 1727 WAGES

CLASSIFICATION

1 YR.

Secretary - Continuing Education

Secretary - Purchasing

Jan. 1, 1992 15.52

Jan. 1, 1993 16.02

Jan. 1, 1994 16.52

Warehouse Driver

Warehouse Person

Jan. 1, 1992 15.49

Jan. 1, 1993 15.99

Jan. 1, 1994 16.49

Educational Resource Assistant

Jan. 1, 1992 15.02

Jan. 1, 1993 15.52

Jan. 1, 1994 16.02

Benefits Clerk

Jan. 1, 1992 14.72

Jan. 1, 1993 15.22

Jan. 1, 1994 15.72

MEMORANDUM OF AGREEMENT

BETWEEN

THE FRONTENAC COUNTY BOARD OF EDUCATION

AND

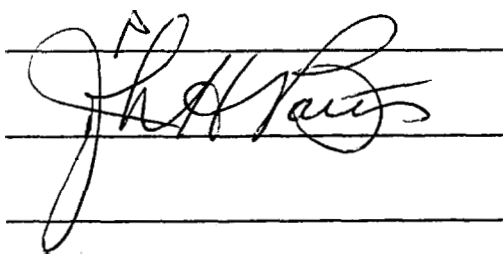
**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1480 AND 1727**

The parties agree that as soon as possible after the signing of this agreement that the Employer will provide the Union with a copy of the WCB form 7 (or its successor) to the Union at the time of filing with the WCB.

Both parties further agree that a joint committee shall be established for the purpose of incorporating a policy of reinstatement of employees who suffer injury in accordance with the WCB Act. Such committee shall be referred to as a reinstatement committee and shall be empowered all details, which will provide for injured workers their rights under the Workers Compensation Act and a continuation of rights which may be agreed to by the parties or are covered by this collective agreement.

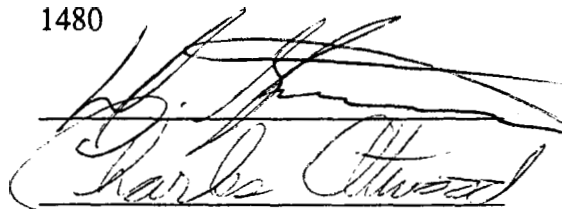
Signed this *10th* day of *December*, 1992.

ON BEHALF OF THE FRONTENAC
COUNTY BOARD OF EDUCATION



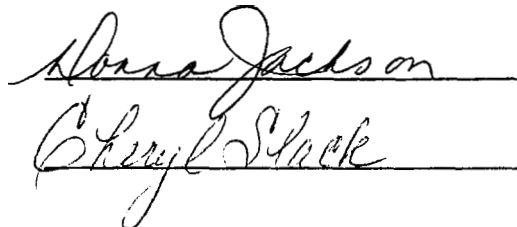
A handwritten signature in cursive, appearing to read "J. H. Harris", is written over two horizontal lines.

ON BEHALF OF CUPE LOCAL
1480



A handwritten signature in cursive, appearing to read "Charles Howard", is written over two horizontal lines.

ON BEHALF OF CUPE LOCAL 1727



Two handwritten signatures in cursive are written over two horizontal lines. The top signature appears to read "Abana Jackson" and the bottom signature appears to read "Cheryl Shack".



THE FRONTENAC COUNTY BOARD OF EDUCATION

Chair — D.R. Drummond, B.A. (Hons.), LL.B.
Director Of Education and Secretary:
J.H. Bates, B.A., M.Ed.
Superintendent of Business Services and Treasurer:
J.W. Cable, C.G.A.

220 Portsmouth Avenue
Telephone: (613) 544-6920
Mailing Address: Postal Bag 610
Kingston, Ontario K7L 4X4
Fax: 544-6804

October 26, 1992

Ms. Donna Jackson
President of CUPE Local 1727

Dear Ms. Jackson:

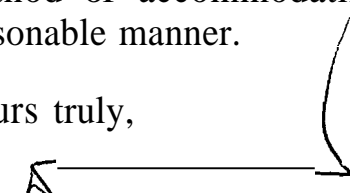
This letter will confirm that The Frontenac County Board of Education agrees that no regular employee who was employed on June 26, 1992 shall be laid off or have their hours of work reduced during the term of this agreement.

The Union agrees that during the period of September 8 to December 31, 1992 no casual employees shall be employed except in emergency situations.

The Union Executive agrees to co-operate with the Employer regarding the paragraph above and further agrees to co-operate in the allocation of surplus staff.

In order to accommodate the above a committee shall be established consisting of two Union representatives (1 educational assistant and 1 office, clerical and technical employee), one elementary school principal, 1 secondary school principal, the Director of Education, and 1 representative from the Human Resources Services Department, in order to establish the method of accommodating paragraphs 2 and 3 above in a fair and reasonable manner.

Yours truly,



Ross Drummond
Chair of the Board



John Bates
Director and Secretary of the Board

MEMORANDUM OF AGREEMENT

BETWEEN

THE FRONTENAC COUNTY BOARD OF EDUCATION

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1727**

The purpose of this memorandum of agreement is to establish wage adjustments for Educational Assistants employed in Special Education. And to further establish the criteria for receiving the adjustment and the required courses necessary.

Current Educational Assistants Who Work in Special Education

Any Educational Assistant who is employed in Special Education on September 8, 1992 or thereafter, and who has a community college diploma -

 Behavioural Technician
or Child and **Youth** Worker
or Development Service Worker
shall receive sixty (\$0.60) cents per hour over and above the wages listed in Schedule A.

Any employee who works in special education and who acquires one of the above courses shall receive the sixty (\$0.60) cents per hour adjustment, any employee who has part of the courses listed above shall receive twenty (\$0.20) cents per hour for each year of the course completed.

Any educational assistant who **has** five (**5**) years service working in special education or who has completed part of the courses listed above shall be able to be validated by appearing in front of a committee to request the same. The committee shall consist **of** three (**3**) people, two (2) persons representing the Employer, and one (1) person from the Community College associated with the above courses. The Union shall have one person **as** an observer. After the employee's interview this committee shall

be empowered to validate an employee as being equivalent to having one of the courses listed above.

If the employee is working in special education and is validated they shall receive the sixty (\$0.60) cents per hour wage adjustment.

Employees who notify the Employer in writing by September 30, 1992 that they wish to appear in front of the committee and who are validated shall receive the wage adjustment effective September 8, 1992. Those employees who request validation after September 30, 1992 and are validated shall receive the wage adjustment on the start of the first pay period thereafter.

Educational Assistants Who Work As Kindergarten Assistants Or In Resource Centres

Any educational assistant who has five (5) years service working in special education or who has completed part of the courses listed above shall be able to be validated by appearing in front of a committee to request the same. No wage adjustment shall apply until such time as they apply for and receive a position in special education.

Employees currently employed as Educational Assistant I's in special education may continue to be employed in special education, e.g. no current Educational Assistant I shall be displaced because they do not have the course referred to above.

Notwithstanding all of the above for employees who do not have the courses listed or who are not validated by the committee, the Employer agrees to make every effort to set up special arrangements with the Community College in order to establish a method for employees to receive the appropriate courses. As an example, courses could be established in the evening or as summer school. The Employer shall work with the Union in this matter in order to be fair to all employees and allow them the opportunity of acquiring the appropriate courses. The Employer

agrees that employees are eligible to utilize Board policy **and** therefore on completion of courses will be eligible for payment for tuition from the Employer.

Signed this 10th day of December, 1992.

ON BEHALF OF THE BOARD

[Signature]
[Signature]
[Signature]

ON BEHALF OF THE UNION

[Signature]
[Signature]

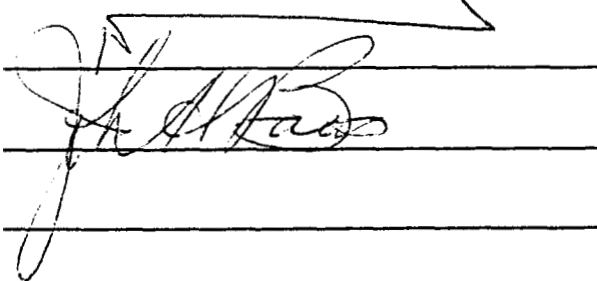
LETTER OF UNDERSTANDING

The parties agree that a Committee will be established for the purpose of discussion and amendment to the current Sick Leave Plan now covered under the terms of the collective agreements, with the understanding that:

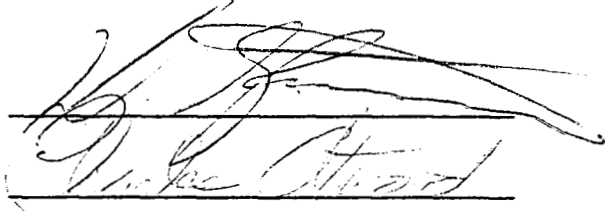
1. Such Committee shall be made up of representatives of CUPE Local 1480, CUPE Local 1727, and the Employer.
2. The items for discussion will be the current sick leave covered under Article 19 - Sick Leave and Severance, and shall also include discussions regarding Article 21.04 and Article 21.08.
3. Such discussions shall also include relationship of sick leave as it pertains to the Long Term Disability Plan now in effect.
4. Such discussions shall also include co-operative efforts to reduce general absenteeism.
5. Both parties agree that these discussions shall start as soon as possible after the signing of the current collective agreements, and both parties further agree that there shall be no amendments or changes to any of the sick leave provisions or related Articles in the collective agreements until the Committee has agreed on a recommendation and that the recommendation is subject to ratification by the Frontenac County Board of Education and CUPE Local 1480 and CUPE Local 1727.

Signed this *10th* day of *December*, 1992.

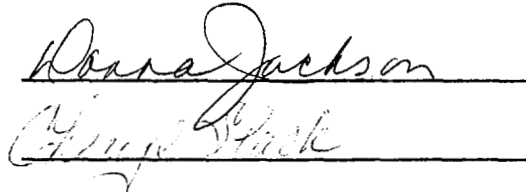
ON BEHALF OF THE FRONTENAC
COUNTY BOARD OF EDUCATION



ON BEHALF OF LOCAL 1480



ON BEHALF OF LOCAL 1727



CASUAL EMPLOYEES

CUPE LOCAL 1727

1. Casual Employees are defined as:
 - (a) Employees hired for a specific term which is to cover the absence of a regular employee,

- or -
 - (b) Employees hired to provide temporary assistance above the normal complement or to work on special projects. Such employment period shall not exceed six months unless agreed to by the Local Union.

- or -
 - (c) Employees who regularly **work** less than a total of fifteen (15) hours per week for the Employer in a position covered by this agreement.
2. The hiring of a casual employee will not be used to circumvent job postings or the recall of a regular employee from layoff.
3. Wages for casual employees shall be in accordance with the start rate in Appendix 'A' of the collective agreement.
4. Casual employees shall not be eligible for employee benefits covered under Articles 19, (Sick Leave) or Article 21 (Welfare Benefits) of the current Collective Agreement, but they shall receive a nine (9%) payment in addition to their regular wages in lieu of such benefits. Casual employees shall not be eligible for payment covered under Article 16 (Paid Holidays), but they shall receive a three percent (3%) payment in addition to their regular wages in lieu of such benefit.

5. Casual employees shall be paid 4% of their gross earnings in lieu of vacation entitlement.
6. Casual employees shall pay Union dues and shall be covered by Articles 1.00, 4.01, 14.01, 15.01, 15.04 and 23.04 of the collective agreement.
7. Casual employees shall not accrue seniority except as defined in paragraph 8. When selecting employees under Articles 12.03, 12.04 and 12.06 of the collective agreement, applications from casual employees will not be eligible for consideration; they will be treated as outside applicants for positions not filled by regular employees, as per Article 12.12.
8. When a person who has been a casual employee becomes a regular employee, seniority shall be so dated as to give credit for the total number of days that person has worked as a casual within the twenty-four (24) month period immediately preceding appointment to the regular position.

The probationary period for such a new regular employee shall be as stated in the Collective Agreement, paragraph 11.02.
9. The Union shall be notified in writing of the names and terms of employment for all casual employees.
10. Casual employees shall not be covered by any articles of the collective agreement except as provided above.
11. The Employer shall endeavour to limit the number of employees regularly working less than fifteen (15) hours per week, by offering them other work in the same or different locations to bring their total hours up to fifteen (15) or more per week.