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**The Peterborough Victoria
Northumberland and Clarington
Roman Catholic Separate School Board**

COLLECTIVE AGREEMENT

between

**THE PETERBOROUGH-VICTORIA-NORTHUMBERLAND & CLARINGTON
ROMAN CATHOLIC SEPARATE SCHOOL BOARD**

(hereinafter called "the Board")
OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1453**

(hereinafter called "the Union")
OF THE SECOND PART

EFFECTIVE FROM

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"APRIL ■, 1996 to DECEMBER 31, 1996

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ARTICLE 1

RECOGNITION/SCOPE/DEFINITIONS

1.01 **This** Collective Agreement shall apply to all employees of the Board, save and except supervisors, persons above the rank of supervisors, one (1) confidential secretary and/or one (1) executive assistant, one (1) secretary assigned to the Supervisory Officer in charge **of Human** Resources, **and** teachers as defined by the Teachers' Profession Act.

1.02 The Board recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Board in the bargaining unit defined above.

1.03 No employee whose regular job is not in the bargaining unit shall perform **work** which is normally and exclusively performed by employees in the bargaining unit, save and except for purpose of instruction, experimenting, self-familiarization, or when an employee who would normally perform the work **is** not readily available.

1.04 **Technological Change**

When technological changes require additional skills of **staff**, the employer agrees that the present **staff** shall be offered the opportunity to be trained. The employer **further** agrees to **give** the **Union** as much advance notice **as** possible when technological changes are to be implemented.

I.05 1. Wherever the **singular** or the masculine is used in this agreement it **shall** be considered as if the plural or the feminine has been used where the context of the agreement so requires.

2. Where the expression "Board" is used, it is understood that any authority in question may be exercised by the Director of Education or the designate.

3. Geographic Area

- A. Peterborough City and County
- B. Campbellford
- C. Northumberland **County** except Campbellford
- D. Lindsay **and** Downeyville
- E. Kirkfield
- F. Municipality **of** Clarington

ARTICLE 2

RESERVATION OF MANAGEMENT FUNCTIONS

- 2.01 The Union acknowledges that, except **as** expressly modified by any other article of this Collective Agreement, it is the exclusive **right and** function of the Board to:
- (a) maintain order, discipline and efficiency and to make, alter and enforce rules **and** regulations to be observed by employees;
 - (b) hire, retire, classify, direct, transfer, promote, demote, lay **off**, discipline, suspend or discharge employees, provided that a claim of discriminatory demotion, discipline or suspension, or a claim that **an** employee has been discharged without just cause may **be** the subject of a grievance and be dealt with as **hereinafter** provided;
 - (c) generally to manage the services and operations in which the Board is engaged and, without restricting the generality of the foregoing, to retain all residual **rights** of management, to determine the number and locations of **establishments**, to determine the work to be performed, and the scheduling of such work, and the methods and work procedures to be followed.

ARTICLE 3

NO DISCRIMINATION OR COERCION

- 3.01 No discrimination, intimidation **or** coercion will be practiced or permitted by either the **Board** or the Union or any of their officers or representatives against any employee by reason of race, creed, colour, national origin, political or religious **affiliation**, sex or marital status, place of residence, or by reason of his membership or activity in the Union, or by reason of his **lack** of membership or activity in the **Union**.

ARTICLE 4

UNION SECURITY

- 4.01 The Board shall deduct each month from the pay of each employee with seniority, **an amount** equal to the regular monthly Union dues except from an employee on lay **off** (i.e. 10 month employees) or an employee on an approved unpaid leave of absence.

(Article 4 continued...)

- 4.02 All ~~sums~~ deducted pursuant to section 4.01 will be remitted to the Secretary-Treasurer of the National ~~Union~~ not later ~~than~~ the 15th day of the ~~month~~ following, accompanied ~~by a~~ list of employees in respect of whom deductions have been made. ~~A copy of the list of~~ employees in respect of whom deductions have been made will also be sent to the Secretary-Treasurer of Local 1453.
- 4.03 The Union **will** save the Board harmless in respect of any deductions or remittances made pursuant to this Article.
- 4.04 The Board will acquaint new employees with the fact that the Union is the collective bargaining agent and that there is a Collective Agreement in effect.
- 4.05 All correspondence between the parties arising out of this Collective Agreement, or incidental thereto, ~~shall~~ pass to and from the Manager of Human Resources for the Board ~~and~~ the Recording Secretary of Local 1453.

ARTICLE 5

UNION TIOT

- 5.01 The Board acknowledges the right of the Union to appoint or otherwise form a committee of five **(5)** employees, and will recognize and deal with **such** committee on any matter properly **arising** out of this Collective **Agreement**.
- 5.02 A probationary employee shall not be eligible to be a committee member.
- 5.03 The Union agrees to supply the Board with a current list **of** committee personnel.
- 5.04 The Board agrees with the right of the Union to have a representative of the Canadian Union of Public Employees in negotiations with the Board and at the second step of the Grievance Procedure.
- 5.05 It is understood and agreed that representatives of the Board will not be called upon to meet with more than three **(3)** members of **the** committee during regular working hours if, in the opinion of the Manager of Human Resources, the operations of the Board would thereby be seriously affected. The Board will compensate members(s) of the committee for time lost while attending meetings called **by** representatives of the Board during regular working hours.

ARTICLE 6

GRIEVANCE PROCEDURE

6.01 A grievance may only arise ~~from~~ a dispute concerning the interpretation, application, administration or alleged violation ~~of~~ this Collective Agreement. A grievance shall, in the first instance, be submitted verbally by ~~an~~ employee to his immediate supervisor and ~~if~~ he so desires, he may have a member of his committee accompany ~~him~~.

If a suitable adjustment is not made within one (1) working day, the grievance shall be put forward in writing, signed by the employee, and filed with the Manager of ~~Human~~ Resources no more than ten (10) working days following the alleged circumstances wherein the grievance originated or occurred.

Such grievance shall be processed in the following manner:

Step No. 1

The employee shall discuss his written grievance with such supervisor as is designated by the Manager of Human Resources, and he ~~will~~ have the assistance of a member of the ~~Union~~ committee in processing such grievance. The supervisor shall reply to the grievance in writing and within five (5) working days. If the reply is not satisfactory to the employee concerned, then he may, but only within five (5) working days from the date of the receipt of the reply of the supervisor, invoke Step No. 2.

Step No. 2

The employee shall submit his grievance to the Union committee who ~~may~~ then take the grievance up with the Manager of Human Resources and such other representatives of the Board as he may determine. Such a meeting shall be held within five (5) working days from the date of the receipt of the grievance by the Manager of ~~Human~~ Resources, and his reply shall be given to the Union committee within ten (10) working days of such meeting. Fading a satisfactory settlement of the grievance being reached in the above proceedings, the Union may, but only within ten (10) working days of the receipt of the reply of the Manager of Human Resources, give notice in writing to the ~~Board~~ of its intention to refer the dispute to arbitration.

(Article 6 continued..)

- 6.02 It is understood that the Union may file as a grievance any complaint or allegation that there **has** been by way of general application, a mis-interpretation, violation or non-application **of** this Agreement at Step No. 2 provided:
- (a) the grievance is filed no later than ten **(10)** working days following the **alleged** circumstances giving rise to the grievance, and
 - (b) the foregoing will not be used to **bypass** the regular Grievance Procedure, **and** the Board may refuse to consider any such grievance if the circumstances are **such** that the matter could have been **filed** as the grievance of **an** employee or grievances of more **than** one **(1)** employee.
- 6.03 Any of the time limits mentioned in this Article may be extended by mutual agreement between the parties. If the Board fails to observe any time limit without mutual agreement, the Union may advance the grievance to the next step, including arbitration. **If the** Union fails to observe any time limit **without** mutual agreement, the Board **may** consider the grievance resolved on the basis of its last decision.
- 6.04 For the purpose of **this** Agreement, “working days” shall exclude Saturdays, Sundays and paid holidays.

ARTICLE 7

ARBITRATION

- 7.01 **If** a grievance remains unsettled following **the** appropriate procedure set forth in Article 6, it may be submitted to arbitration provided the request is made by registered mail addressed to the other party to this Collective Agreement, indicating the name and address of its nominee to the Arbitration **Board**. Within ten (10) days **thereafter** the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two arbitrators shall then endeavour to select an impartial chairperson. **If** the other party **fails** to appoint an arbitrator within the ten (10) working days, or if the two arbitrators fail to agree upon a chairperson within a further fourteen (14) days, then either **party** may apply for an appointment under the Ontario Labour-Management Arbitration Commission Act.
- 7.02 The Board of Arbitration may determine its own procedure, but shall give **full** opportunity to all parties to present evidence and make representations to it.

(Article 7 continued...)

- 7.03 The decision of the majority shall be the decision of the Board of Arbitration, and where there is no majority decision then the decision of the chairperson shall be the decision of the Board of Arbitration.

The decision of the Board of Arbitration shall be **final** and binding and enforceable on **all** parties, but in no event shall the Board of Arbitration have any power to change **this** Collective Agreement **or** to alter, modify, amend or add to any of its provisions.

The Board of Arbitration may, however, where an employee has been discharged or otherwise disciplined by the Board for cause, substitute such other penalty for the discharge or discipline as the Board of Arbitration deems just and reasonable in all the circumstances.

- 7.04 Each of **the** parties shall pay:
(a) the fees and expenses of the arbitrator it appoints; and
(b) one-half the fees and expenses of the chairperson.

- 7.05 At any stage of the grievance or arbitration procedures, the parties may have the assistance of the **employee(s)** concerned as witnesses, and any other **witnesses**, and all reasonable arrangements will be made to permit the conferring **parties** or the Board of Arbitration to have access to the Board's premises to view any working conditions which may **be** relevant to the settlement of the grievance.

ARTICLE 8

NO STRIKES OR LOCKOUTS

- 8.01 **in** view of the orderly procedure established by **this** Collective Agreement **for** the settling of disputes **and** the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work, **and** the Board agrees that there will be no lockout of employees.

ARTICLE 9

DISCIPLINE, SUSPENSION AND DISCHARGE

- 9.01 Any censure of ~~an~~ employee by the Board, or by any of its representatives, shall be confirmed in writing within **five (5)** working days thereafter to the employee, with copy to the Recording Secretary of Local 1453.
- 9.02 ~~An~~ employee with **seniority** who is discharged or suspended for more than three (3) working days may file a grievance at Step No. 2 of the Grievance Procedure, but only within three (3) working days after the commencement of such discharge or suspension, ~~An~~ employee with seniority who is suspended for three (3) working days ~~or~~ less may file a grievance at Step No. 1 of the Grievance Procedure, but only within three (3) working days after the commencement of such suspension.
- 9.03 An employee with seniority who is discharged or suspended shall be given the reason or reasons for the action and, if the employee so chooses, in the presence of a member ~~of~~ the **Union** committee.

ARTICLE 10

SENIORITY

- 10.01 **Seniority** shall be determined by the length of continuous service in positions covered by this Collective Agreement ~~with~~ the Board and any of its predecessors. Persons employed for One Thousand Eight Hundred and Twenty (1820) hours or more per year shall be given credit ~~for~~ one (1) year ~~of~~ seniority. All seniority shall be reported in terms of hours **worked**. No employee shall accumulate more than thirty-five (35) hours of seniority ~~in~~ any work week nor more than One Thousand Eight Hundred and Twenty (1820) hours ~~of~~ seniority ~~in~~ any twelve (12) month period. Overtime or **additional hours beyond the regularly assigned work schedule shall** not be counted as hours of *seniority*.
- 10.02 A revised seniority list, showing the date upon which each employee's continuous service commenced, shall be sent to the Secretary ~~of~~ Local 1453 ~~and~~ posted in each **work** site in March of each year. Any challenge to such list must be filed with the ~~Human~~ Resources Department ~~within~~ fourteen (14) days of ~~mailing~~ and posting. Once accepted the approved seniority list will ~~form~~ the base to which all hours ~~of~~ seniority ~~will be~~ added. Current hours of seniority will be used in cases where seniority is a factor. Once approved, the seniority list shall be accepted as conclusive for **all** purposes for the balance of the calendar year.

(Article 10 continued..)

- 10.03 A new employee, including any employee who is re-employed after having lost any seniority rights, shall be employed on a probationary basis for his first sixty (**60**) working days and thereafter, if retained, his seniority shall be effective from the date of commencement of his employment.
- 10.04 The employment of a probationary employee may be terminated at **any** time without notice and without recourse to the Grievance Procedure.
- 10.05 **An** employee shall lose his seniority standing, have his name removed from the seniority list and his employment terminated for **any** of the following reasons:
- (a) if the employee quits or resigns;
 - (b) **if** the employee is discharged and is not subsequently reinstated;
 - (c) **if** the employee is absent without permission or overstays a permitted leave of absence and fails **in** either case to furnish to the Board **an** acceptable reason for such absence, or if the employee uses the permitted leave of absence for a reason other than the reason for which it was granted;
 - (d) if the employee has less **than** one (1) year of seniority at the commencement of a layoff for a period in excess of **six (6)** consecutive months;
 - (e) **if** the employee has more than one (1) year of seniority at the commencement of a layoff in excess of twelve (12) consecutive months;
 - (f) if the employee **is** recalled to work following a layoff and fails to advise the Board within seven (**7**) calendar days of notice by registered mail sent to his last address on record with the Board that he intends to return to work, or fails within that **period** of time to provide a reason acceptable to the Board for not returning.
- 10.06 No employee shall be transferred to **a** position outside the bargaining unit without **his** consent. If an employee **is** transferred to **a** position outside the bargaining unit, he **will** retain his seniority acquired at the date of leaving the **bargaining** unit but **will** not accumulate any further seniority. If such **an** employee later returns to the bargaining unit, **he** will be placed in a job consistent with his seniority.

ARTICLE 11

JOB POSTING

- 11.01 (a) All vacant positions for September for ten (10) month employees (Secretaries, Educational Assistants, Library Assistants, **Bus** Drivers, etc.) shall be posted by June 15 of each year and whenever possible filled by June 30. The intent of this practice is to notify each employee, whenever possible, of his September assignment before the end of the School Year. **An** employee applying with the necessary seniority and qualifications ~~shall~~ be awarded the position, subject to Article 11.03.
- (b) All new or vacant permanent positions, shall be posted in all work locations for a minimum of five **(5)** working days. In the event that any member is absent due to illness, vacation or **is** assigned to a position not having a regular work site, the job postings will be forwarded by post to the residence of the member.
- (c) All new or vacant permanent positions shall be posted within fourteen **(14)** days after the Employer becomes aware of the opening, but not earlier than thirty (30) calendar days prior to the date the position is to become available or vacant.
- (d) When **a** position of twenty-four **(24)** hours per week or less becomes one exceeding twenty-four (24) hours per week, the job **shall** be posted.
- (e) Any employee who works a total in excess of twenty-four **(24)** hours per week whether in one position **or** a combination of positions shall be entitled to applicable benefits in accordance with Article 20, providing such employee has **seniority** standing. It is understood that combined positions do not constitute a single position for the purpose of job posting as outlined in Article 11.01.
- (f) If **an** employee who **works** in excess of twenty-four **(24)** hours per week has a reduction of hours and remains in that job, such employee will remain in that position if hours are again increased and the job **will** not be posted.
- (g) Notices to bus drivers shall be mailed to place of residence. If **any** postings are sent out over the summer, they must be mailed to **all** employees.
- (h) Notices shall be sent to the home of the employee until the employee returns to work.

(Article 11 continued.,,)

- 11.02 Promotions and transfers to a vacancy for regular employment within the bargaining unit ~~will~~ be based upon the abilities and qualifications of ~~an~~ employee to satisfactorily perform the work involved. ~~As~~ between employees whose abilities ~~and~~ qualifications are relatively equal, **seniority** will govern.
- 11.03 In the event no employee possesses the abilities and qualifications to Satisfactorily **perform** the work involved, the Board may elect, at its discretion, to ~~train an~~ employee or to engage a new employee.
- 11.04 (a) The **Board** may fill a vacancy temporarily pending the selection of a regular employee for the vacancy.
- (b) All vacancies shall be awarded within thirty (30) days following the closing of the posting period.
- (c) The **Board shall notify** Local 1453 C.U.P.E. in writing of **all** postings, hirings, layoffs, recalls, filling of vacancies, new job classifications, transfers, terminations and leaves of absence.
- 11.05 An employee who ~~has~~ become incapacitated by reason of injury and is unable to perform his regular duties may ~~be~~ employed in other work he can do at a rate of pay commensurate with the duties involved until such time as he is **able** to satisfactorily perform the duties of his original position but, in any event, for a period no longer than until he is eligible for any retirement pension.
- 11.06 No custodian will be transferred from one school to another that is ten ~~(10)~~ or more miles away, for a period of more than twenty (20) consecutive working **days**, without his consent.
- 11.07 It is understood that no grievance ~~will~~ be filed by any employee or by the Union where a vacancy outside the bargaining unit ~~is~~ not filled by a member of the bargaining unit.
- 11.08 A vacancy created by the absence of an ill or disabled employee will be posted or in any event treated as a permanent vacancy at the point in **time** when the absent employee receives benefits for one (1) year under the Long Term Disability Plan, Workers' Compensation Disability Pension, or is receiving **Workers'** Compensation benefits for a period of one and one-half (1 ½) years.

(Article 11.08 continued.,.)

Should the employee recover and be capable of performing the job in the classification previously held, the employee shall be entitled to fill any suitable vacancy **in** that classification available at the time. If a suitable vacancy is not available, the employee shall be entitled to displace the most junior employee in that classification within the geographic area, provided the employee has greater seniority.

ARTICLE 12

LAYOFFS AND RECALLS

- 12.01 **An** employee about to be laid off may displace **any** employee with less seniority, providing the employee exercising the **right is** qualified to **perform** the work of the **employee** with less seniority. Employees shall be recalled to the **same** job category in the same geographic area in order of their seniority.
- 12.02 (a) In the event of **an** increase in the working force following a layoff, employees will be recalled in order of their seniority standing on the applicable list, provided the employees so recalled are qualified to do the work which is available. No employee **will** be considered for a second part-time position until **all** employees on the recall list have been offered a position.
- (b) In the event of a reduction in the workload which results in a lay-off of **an** Educational Assistant, the employees so affected may exercise their seniority in accordance with the provisions of Article 12.01, however such actual physical move shall not take place until September or January whichever comes first.

The original Educational Assistant displaced due to the workload reduction will continue to receive pay, benefits and seniority at the same rate as prior to displacement. The displaced employee **will** be placed **in** a work assignment in their **same** geographic area. If the assignment is for fewer hours than the previous workload, the employee will receive pay, benefits and seniority at the previous rate, If the assignment is for more hours than the previous workload, the employee will receive pay, benefits and seniority based on the greater workload.

(Article 12 continued.,)

- 12.02 The intent of the above **is** that no bumping takes place except in September and January and that the employee or employees affected by such reduction move all at once except for the original layoff who shall be assigned in their original geographic area until the above takes place.
- 12.03 **An** employee **shall** be given two **(2)** weeks' notice of layoff. In the event an employee entitled to two (2) weeks' notice does not receive such notice, he will be paid in lieu of work for any **part** of the two **(2)** weeks for which work was not made available.
- 12.04 It is understood and agreed that Summer, Mid-winter and Christmas vacations or break periods for ten month employees do not constitute a "reduction in the working force" or a "layoff" within the meaning of this Article.

ARTICLE 13

HOURS OF WORK

- 13.01 The Board does not guarantee to provide work for the normal hours or for any other **hours**.
- 13.02 The normal hours of work for other than bus drivers are as follows:
- (a) The microcomputer technician, custodian and maintenance personnel shall be forty (40) hours per week, consisting of eight (8) hours within a ten (10) hour period, Monday to Friday inclusive, and shall be worked in accordance with the shift schedules as determined by the Board.
 - (b) The working day for **all** secretary/clerical employees, library assistants and educational assistants shall be **up** to seven **(7)** hours per day, Monday to Friday inclusive. Hours of work will be scheduled by the Board between 7:30 A.M. and 5:00 P.M. with one (1) hour off for lunch without pay.
 - (c) During the Mid-winter, Summer and Christmas Breaks the working hours for twelve month employees shall be scheduled by mutual agreement.
- 13.03 **Each** employee shall be permitted a **fifteen** (15) minute rest period in each of the first and second half of a normal work day, and a five **(5)** minute wash-up period immediately prior to the lunch period and to quitting time.

(Article 13 continued..)

- 13.04 An employee reporting for **work** at the commencement of his normal **work** day will, unless previously notified not to report for work, be **assured** of three (3) hours of work or, at the discretion of the Board, pay in lieu thereof.
- 13.05 A shift bonus of forty-five cents (**\$0.45**) per hour will **be paid** for **an** eight hour ~~shift~~ beginning at 11:00 A.M. or later.

ARTICLE 14

OVERTIME

- 14.01 Overtime **shall** be **paid** at the rate of one **and** one-half (1 and ½) times the employee's regular hourly wage rate and shall apply to all work performed:
- (a) in excess of a normal work day;
 - (b) on Saturdays;
 - (c) on a day recognized by this Collective Agreement to be a holiday.
- 14.02 Overtime shall be paid for at twice the employee's regular hourly wage rate for all work performed on Sundays.
- 14.03 No employee will be required or permitted to take time off **during** normal hours to offset any overtime worked.
- 14.04 The Board will endeavour to **keep** overtime to a minimum, **and an** employee will not be permitted to **work** overtime except with the prior approval of his immediate supervisor.
- 14.05 (a) **An** employee who is called in and required to **work** outside his normal working hours shall be **paid** for a minimum of two (2) hours at overtime rates, save **and** except where such call-in is immediately **prior** to his normal starting time, in which instance the overtime rate will apply for the hours worked.
- (b) Employees required to **stay** fifteen (15) minutes or more after their normal hours due to no fault of theirs **and** given last minute notice, will be **paid** a **minimum** of one (1) hour at overtime rate. Employees **shall** respond only when required to do so by the Police or Fire Departments, the **School** Principal, Superintendent of Business or his designate.

(Article 14 continued...)

- 14.06** Notwithstanding the foregoing, **an** employee who is required to conduct a heat and/or security check **of** a school on a weekend or on a statutory holiday, and is so authorized by **his** immediate supervisor, shall be paid one and one-half (1 %) times his regular hourly wage rate for a minimum of one **and** one-half (1 %) hours.

ARTICLE 15

PAID HOLIDAYS

- 15.01** The Board recognizes, for twelve month employees, the following paid holidays:

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

and Heritage Day and Remembrance Day when these are observed as school holidays, Three (3) additional holidays, to be known as Floating Holidays, may **be** taken at any time during the year by mutual agreement between the employer and the employee when no replacement **is** necessary. Two (2) of the floating holidays **must** be taken over the Christmas break.

- 15.02** The Board recognizes, for ten month employees, the following **paid** holidays:

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

and Heritage Day and Remembrance Day when these are observed as school holidays. Labour Day shall be a paid holiday if an employee is recalled prior to that day. Two (2) additional holidays, to be known as Floating Holidays, may be taken at any time during the year by **mutual** agreement between the employer **and** the employee when no replacement is required.

- 15.03** When Christmas Day **falls** on a Tuesday, the Board may observe Boxing Day on the preceding Monday by mutual agreement with the Union. Failing mutual agreement, it shall be observed on the Wednesday following Christmas Day.

(Article 15 continued..)

- 15.04 Whenever a holiday listed in 15.01 or 15.02, Heritage Day and Remembrance Day excepted, falls on a Saturday or a Sunday, the preceding Friday or following Monday shall be declared the holiday by mutual agreement between the Board **and** C.U.P.E. Local 1453.
- 15.05 **An** employee who is not required to work on any one (1) of the foregoing holidays, and for which he would otherwise **be** eligible, shall be paid a **sum** equivalent to what he would have received had it not been a holiday, provided he works his shift on the last scheduled day before and his shift on the first scheduled day after such holiday, unless excused by the Board.
- 15.06 Part-time employees shall be paid for Public Holidays in accordance with Article 15.02.

ARTICLE 16

VACATIONS

- 16.01 For purposes of determining an employee's eligibility for vacation and vacation pay, the vacation year shall be from July 1 to June 30 **of** the following **year**.
- 16.02 Each employee shall **be** entitled to **an** annual vacation with pay as follows:
- (a) An employee with less than one (1) year of service with the Board as of **July 1** in **any** year shall receive a vacation of two (2) weeks, if so requested by the employee, and with pay equivalent to four percent **(4%)** of his earnings received from the Board during the previous vacation year.
 - (b) An employee who has completed one (1) year of service with the Board as of July 1 in any year shall receive a vacation of two **(2)** weeks with pay equivalent to two **(2)** full weeks' pay at his regular rate or four percent (4%) of his earnings received from the Board during the previous vacation year, whichever is greater.
 - (c) **An** employee, in the calendar year in which his fourth (4th) anniversary of employment falls, shall receive a vacation of three (3) weeks with pay equivalent to three **(3)** full weeks' pay at his regular rate or **six** percent (6%) of his earnings received from the **Board** during the previous vacation year, whichever is greater.

(Article 16.02 continued...)

- (d) **An** employee, in the calendar year in which his tenth (10th) anniversary of employment falls, shall receive a vacation of four **(4)** weeks ~~with~~ pay equivalent to four **(4) full** weeks' pay at his regular rate of pay or eight percent **(8%)** of his earnings received from the Board during the previous vacation year, whichever is greater.
- (e) Effective in 1990, **an** employee, in the calendar year in which his eighteenth (18th) anniversary of employment falls, and each year thereafter, shall receive **a** vacation of **five (5)** weeks ~~with~~ pay equivalent to five **(5) full** weeks' pay at his regular rate of pay or ten percent (10%) of **his** earnings received from the Board during the previous vacation year, whichever is greater.
- (f) Effective 1992, **an** employee, in the calendar year in which his twenty-seventh **(27th)** anniversary of employment falls, and each year thereafter, shall receive a vacation of **six (6)** weeks' pay at his regular rate of pay or twelve percent (12%) of his earnings received from the Board during the previous vacation year, whichever is greater.

NOTE.

- (1) **A** vacation year for bus drivers, elementary school secretaries, consultants' secretaries, library assistants and educational assistants shall be equivalent to twelve (12) months' service.

16.03

The Director of Education will review with the employees, during April of each year, the matter of scheduling their vacations, **and will notify** the Union and the employees of the vacation schedule by the following May 1.

- (1) In the case of **an** employee who normally works ten (10) months per year, ten (10) months shall be considered as one **(1)** year of service.
- (2) **A** week's vacation pay for any employee shall be equivalent to the employee's regular weekly earnings. The vacation pay for any ten (10) month employees **shall** be paid out over the Christmas and Mid-winter breaks in such a manner as to eliminate the reduction in employee's **pay** during these periods. It is to be understood that any overpayment or underpayment made during these periods shall be adjusted in the final pay in the following June or at time of termination, whichever occurs first.

(Article 16 continued..)

- 16.04 The Board will endeavour to accommodate each such employee as to his preference, but as between two **(2)** or more employees who are qualified to perform the work which **may** be required by the Board, the senior **employee(s)** will be given the preference. **An** employee entitled to more than two (2) weeks' vacation will be expected to make **his arrangements** for **his** additional vacation ~~with~~ the Director **of** Education and the additional week(s) of vacation may, at his discretion, be scheduled at a time other than during the Summer vacation period. In exceptional circumstances, the Director **of** Education may approve of **an** employee taking his first two **(2)** weeks' vacation (where applicable) at a time other than during the Summer vacation period.
- 16.05 If a holiday as provided for in Article 15, and for which an employee **would** otherwise be eligible, falls within an employee's vacation period, he will be granted an additional day of vacation with pay as provided for in Article 15.
- 16.06 **An** employee terminating his employment at any time prior to his vacation shall be paid, as vacation pay, the appropriate percentage of his earnings from the previous July 1 based upon his service as of that date.
- 16.07 **An** employee who **is** hospitalized while on vacation because of **an** illness or an accident ~~may~~ substitute **sick** leave for the **period** of his vacation during which he was hospitalized. In such an event, the employee's vacation period will be re-scheduled **by** the Director of Education, and without regard necessarily for the vacation period noted above.
- 16.08 Each employee shall receive all ~~monies~~ owing to him, or falling due during the vacation period, on the day preceding commencement of his annual vacation provided a written request is received by the Supervisor of Payroll at least twenty-one (21) days prior to the commencement date.

ARTICLE 17

SICK LEAVE

- 17.01 Sick leave means the period of time **an** employee is permitted to be absent from work with full pay by virtue of being sick, disabled, quarantined because of exposure to contagious disease or because of **an** accident for which compensation is not payable under the Workers' Compensation Act.
- 17.02 (a) **An** employee, other **than** a bus driver, elementary school secretary, consultant's secretary, library assistant, or educational assistant, will be allowed two **(2)** days' sick leave per month with pay, up to a maximum of twenty-four **(24)** days per year, and may carry the unused portion of any sick leave from one (1) year to another up to a maximum of two hundred **and** sixty (260) days.
- (b) An employee engaged **as** a bus driver, elementary school secretary, consultant's secretary, library assistant or educational assistant will be allowed two **(2)** days' sick leave per month with pay, up to a maximum of twenty (20) days per year, and may *carry* the unused portion of any sick leave from one (1) year to another **up** to a maximum of two hundred (200) days.
- Such sick leave credits **may be** utilized **only** on days the bus driver, elementary school secretary, consultant's secretary, library assistant or educational assistant would otherwise have been scheduled to work.
- (c) Sick leave credits referred to in subsections (a) and (b) shall be granted for each month in which the employee works for at least half of the regular work days in that month.
- 17.03 **An** employee will produce to the Board such evidence of any illness, accident, etc., as may be appropriate.
- 17.04 An employee who retires under the provisions as contained in the Ontario Municipal Employees Retirement System shall be paid a retirement gratuity in an amount equal to fifty percent (50%) of his accumulated sick leave credits at the rate of **salary** received immediately prior to retirement, and this payment in no event **shall** exceed one-half ($\frac{1}{2}$) of a year's normal salary provided the employee commenced employment with the Board prior to January 1, 1980.

(Article 17 continued..)

- 17.05 In the event that **an** employee dies while in the employ of the Board, the Board shall pay to his estate **an** amount equal to fifty percent (50%) of his accumulated **sick** leave credits, if any, on the date of death and this payment in no event shall exceed one-half ($\frac{1}{2}$) of a year's normal *salary*.
- 17.06 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 or layoff, he **will** not receive any sick leave credit for the period of **such** absence. **He** will, however, retain his accumulative credit, if **any**, **existing** at the time of such leave or layoff.
- 17.07 Each employee will be notified, in writing, by August 31 of each year of the amount of sick leave standing to **his** credit as of June 30 of that year.

ARTICLE 18

LEAVE OF ABSENCE

- 18.01 The Board reserves the right to grant a leave of absence to **any** employee. **Any** request for such leave (excluding pregnancy and parental leave) must be submitted in writing to the Director of Education at least thirty (30) days prior to the commencement of the proposed leave.
 - (a) In the situation where **an** employee **is** granted a leave of absence of **one** (1) **year** or less, the **Board** is entitled to hire a temporary employee to fill the position of the employee on leave. **Such** temporary employment shall terminate at the conclusion of the Leave of Absence.
 - (b) Upon return from the Leave **of** Absence the employee **shall** return to his former position. If that position no longer exists, the employee shall be entitled to be placed in a position to which his skill, training, knowledge, related work experience, ability and seniority entitle him.
 - (c) In the situation where **an** employee is granted a leave **of** absence of more than one (1) year **OR** where **an** extension to **an** existing leave is granted that extends the leave beyond a one (1) year period, the Board shall post that position.
 - (d) **Upon** returning from **such** a Leave of Absence, the employee is entitled to be placed in a vacant position to **which** his skill, training, knowledge, related work experience, ability and seniority entitle him.

(Article 18 continued..)

- 18.02 An employee who is elected or selected for a full-time position with the Union, or **who** is elected to public office, may be granted leave of absence without **loss** of seniority for a period of up to one (1) year. Such leave of absence may be renewed once upon request of the employee or by the **Union**.
- 18.03 **An** employee will be granted up to five (5) consecutive working days' leave of absence without **loss** of pay in the event of the death of a wife, husband, daughter or son; and **an** employee will be granted up to a maximum of three (3) consecutive working days' leave of absence without loss of pay in the event of the death of a parent, sister, brother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law or **fiance/fiancee**, and, an employee will be granted one (1) day's leave **of absence** without loss of pay in the event of the death of **a** grandchild, sister-in-law, brother-in-law, aunt or uncle, niece or nephew provided:
- (a) the employee attends the funeral, and,
 - (b) the employee would otherwise have been scheduled to work on such a day.
- An** additional two (2) days' travelling time may be granted at the discretion of the Director of Education.
- 18.04 The Director of Education will grant leave of absence, without loss **of** seniority, to an employee who serves as a juror or is subpoenaed to an appearance in any court and in which the employee has no personal involvement. The Board will pay such an employee the difference between his normal earnings and the payment he receives for jury service or, as such, a witness, excluding payment for travelling, meals or other expenses. The employee will present proof **of service** and the amount of payment received.
- 18.05 The Director of Education may grant leave of absence to a maximum of two (2) days, without loss of pay, to any employee requesting such leave.
- 18.06 Additional leave of absence may be granted to an employee upon request and such request shall be made in writing to the Board.

(Article 18 continued...)

18.07 Pregnancy Leave/Parental Leave

Article 18.07 is composed of Sections 35 to 39 inclusive from Part XI of the Employment Standards Act, January 1991.

35. **In this Part,**

“parent” includes a **person** with ~~whom~~ a child **is** placed for adoption and a person who is in a relationship of some permanence with a parent of a **child** and **who** intends to treat the child as his or ~~her~~ own;

“parental leave” means a leave of absence under subsection 38a (1);

“pregnancy leave” means **a** leave of absence under subsection 36 **(1)**.

36. (1) **A** pregnant employee who started employment with her employer at least thirteen weeks before the expected ~~birth~~ date is entitled to a leave of absence without **pay**.
- (2) **An** employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
- (3) The employee must **give** the employer,
- (a) at least two weeks’ written notice of the date the leave is to begin;
and
 - (b) **a** certificate from a legally qualified medical practitioner stating the expected birth date.
37. (1) Subsection 36 (3) does not apply in the case **of** an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier ~~than~~ the employee was expected to give birth.
- (2) **An** employee described in subsection (1) must, within two weeks of **stopping** work, give the employer,
- (a) written notice of **the** date the pregnancy leave began or is to begin;
and
 - (b) a certificate from a legally qualified medical practitioner that,

(Article 18 continued..)

- (i) in the case of **an** employee who stops working because of complications caused by her pregnancy, states the employee **is** unable to perform her duties because of complications caused by her pregnancy **and** states the expected birth date, or
 - (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.
- 38. (1) The pregnancy leave of **an** employee who is entitled to take parental leave ends seventeen weeks **after** the pregnancy leave began.
- (2) The **pregnancy** leave of **an** employee who is not entitled to take parental leave ends **on** the later of the day that is seventeen weeks after the **pregnancy** leave began or the day that **is six** weeks after the birth, still-birth or miscarriage.
- (3) The pregnancy leave of **an** employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks' written notice of that day.
- 38a. (1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to **a** leave of absence without pay following,
 - (a) the birth of the child; or
 - (b) the coming of the child into the custody, care and control of a parent **for** the first time.
- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (3) The parental leave of **an** employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (4) The employee must give the employer at least two weeks' written notice **of** the date the leave is to begin.

(Article 18 continued...)

- 38b. (1) Subsection 38a **(4)** does not apply in the case of an employee **who** is the parent of a child and who stops working because the child comes into **the** custody, **care and** control of **a** parent for the first time sooner **than** expected.
- (2) The parental leave of **an** employee described in subsection (1) begins on the day the employee stops working.
- (3) **An** employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks **after the** employee **stops** working.
- 38c. Parental leave ends eighteen weeks **after** it began or on an earlier day if the employee gives the employer at least four **weeks'** written notice of that day.
- 38d. (1) **An** employee who **has** given notice to begin pregnancy leave or parental leave may change **the** notice,
- (a) to **an** earlier date if the employee gives **the** employer at least two weeks' written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least two weeks' written notice before the date leave **was** to begin.
- (2) An employee who **has** given notice to end leave may change the notice,
- (a) to an earlier date if the employee **gives** the employer at least four weeks' written notice before the earlier date; or
- (b) to a later date **if** the employee gives the employer at least **four** weeks' written notice before the date leave was to end.
- 38e. (1) During pregnancy leave or parental leave, an employee continues to participate **in** each type of benefit plan described in subsection **(2)** that is related to **his** or her employment **unless** he or she elects in writing not to do so.
- (2) For **the** purpose of subsection (1), the types of plans are pension **plans**; life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

(Article 18 continued...)

38.e. (3) During ~~an~~ employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

(4) Seniority continues to accrue during pregnancy leave or parental leave.

38f. (1) The employer of ~~an~~ employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position ~~the~~ employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

(2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, ~~when~~ the operations resume, in accordance with the employer's seniority system or practice, if any.

(3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,

(a) the wages the employee was most recently paid by the employer; or

(b) the wages that the employee would be earning had the employee worked through-out the leave.

38g. ~~An~~ employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on ~~an~~ employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

38h. (1) This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force ~~and~~ who would have been entitled to pregnancy leave if section 2 of the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 had come into force before she stopped work.

(2) A person to whom this section applies shall be deemed to have taken a pregnancy leave beginning when the person stopped work if,

(a) the stopping of work was related to ~~the~~ person's pregnancy; and

(b) when the person stopped ~~work~~, she was not entitled to pregnancy leave.

(Article 18 continued...)

- 38i. (1) **This** section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force, whether or not ~~the~~ person took a pregnancy leave that ended during that period, or whose pregnancy leave ended during that period and who did not return to work if the person would have been entitled to parental leave had section 2 of the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 come into force before the person stopped **work** or before the pregnancy leave ended.
- (2) A person to whom this section applies ~~shall~~ be deemed to have taken a parental leave beginning when the person stopped work or when the person's pregnancy leave ended if the stopping of work or the not returning to work was related to the birth of a child or to the coming of a child into the custody, care and control of a parent for the first time.
- 38j. Section 38e does not apply in respect of any period before this section comes into force.
39. Where ~~an~~ employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what ~~he~~ shall refrain from doing in order to constitute compliance **with this Part** and may order what compensation shall be paid by the employer to the Director in trust for the employee.

NOTE: Seniority and experience ~~shall~~ accumulate while on Pregnancy Leave.

ARTICLE 19

PAYMENT OF WAGES AND ALLOWANCES

- 19.01 The Board 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 wages and deductions.
- 19.02 When **an** employee temporarily performs the principal duties of a higher paying position for the greater part of any day, he will be **paid** the rate for the higher paid position.
- 19.03 Maintenance personnel may, at the discretion of the Manager of Plant, be assigned to custodial duties, on a temporary basis, at no reduction in pay.
- 19.04 When **an** employee performs the principal duties of a lower paying position, at his own request or as an alternative to his being laid off pursuant to the seniority provisions of this Agreement, his wage rate will be reduced effective upon the date of his transfer.
- 19.05 An employee required to work two (2) or more hours overtime in any one day, and not having received one (1) day's prior notice of such overtime, shall be entitled to a meal allowance the amount of which shall be determined by Board Policy, but in no case shall such payment be less than the 1992 Board approved rate.
- 19.06 **An** employee required to **work** a full shift outside the community to which he/she is normally assigned shall be entitled to a meal allowance the amount of which shall **be** determined by Board Policy, but in no case shall such payment be less than the 1992 Board approved rate.
- 19.07 All present employees have been classified and the rates of pay established for such classification.
- 19.08 In the event that duties of an employee are substantially revised **and** the employee feels he is incorrectly classified, or in the event a new position is established **during** the term of this Collective Agreement, the rate of pay for such revised or new classification may, on notice by the **Union** to the Board, be the subject of negotiations. If the parties are unable to effect a settlement of the issue, the matter may be submitted to arbitration as provided for in Article 7, but the Arbitration Board shall be confined to determining whether the wage rate **or** rates established by the Board are in direct relationship to the wage rate or rates established by the parties for positions presently covered by this Collective Agreement.

(Article 19 continued...)

- 19.09 When **an** employee is called in to work between 11:00 P.M. and 7 A.M., or if **an** overtime period ends during this time, taxi service to **and/or from** the home of the employee shall be provided by the Board.
- 19.10 (a) Mileage shall be paid at \$0.24 per kilometre or in accordance with the provision made **in** Board Policy, whichever is greater.
- (b) Mileage shall be paid at the minimum amount of \$2.50 per day as travel allowance for travel between **two (2) work** stations where the job was advertised **as** a full-time position involving more than **one** (1) work station.
- (c) The minimum travel allowance per day shall be increased by the **same** percentage as applies in 19.10 (a).

ARTICLE 20

BENEFITS

- 20.01 In addition to the Canada Pension Plan, every employee shall join the **Ontario** Municipal Employees Retirement System. The Board and the employees will make contributions in accordance with the provision of the OMERS Regulation. **An** employee shall be subject to retirement at the end of the month in which he attains his 65th birthday. Continuation of employment thereafter shall be at the Board's discretion.
- 20.02 The Board shall **pay** one hundred percent (100%) of the Ontario Health **Insurance** Plan **premiums** for all present employees with seniority. In the case of an absence for illness of **an** employee, **the Board's** contributions will be paid while the employee is absent on **sick** leave with pay.
- 20.03 Employees shall participate in a mutually agreed upon Group Life Insurance Policy, with the Board paying one hundred percent (100%) of the regular monthly premiums. Coverage for employees shall be Basic Group Life at twice **the** employee's salary and Accidental Death and Dismemberment at twice the employee's annual salary.

(Article 20 continued.,.)

20.04 The **Board** ~~shall~~ pay one hundred percent (100%) of the premiums of the **following** benefits:

(a) **Extended Health Care**

Semi-private and private hospital room (no deductible), prescriptions (~~\$0.35~~ per prescription deductible), other services (\$10.00 and \$20.00 deductible).

(b) **Blue Cross Dental Plan No. 9, or equivalent**, plus: Major Restorative services at eighty percent (80%) **co-insurance** with a \$5,000.00 per insured per annum maximum, and Orthodontia benefits payable at **sixty** percent (60%) co-insurance with a maximum of \$1,000.00 **per annum** and \$2,000.00 per lifetime per insured.

Effective the first of the month following the date of ratification the Ontario Dental Association rates shall be the 1992 rates.

(c) **Vision Care**

The **Board** shall pay 100 per cent of the premium for Vision Care that shall include \$100.00 per adult per 24 months and \$100.00 per child per 12 months.

20.05 **An** employee prevented from performing **his** regular work with the Board on account of **an** occupational accident that is recognized by the Workers' Compensation **Board** as compensable within the meaning of the Compensation **Act**, may draw upon his sick leave credits the difference between the amount payable by the Workers' Compensation Board and his regular weekly wages.

20.06 The Board shall maintain a Long Term Disability Plan for eligible employees and pay one hundred percent (**100%**) of the premium. The benefits from **all** sources excluding C.P.P. dependent benefits, shall not exceed eighty percent (80%) of the individual's pre-disability income. The sources of benefits that must be considered in the all-source income are:

- (1) benefits from Workers' Compensation
- (2) earnings from employment
- (3) payments from **any** other group insurance
- (4) disability or loss-of-time benefits under "no fault" automobile or **similar** law

(Article 20.06 continued...)

- (5) periodic payments under any other government **plan** or law by any other government agency
- (6) retirement benefits through employment
- (7) periodic disability benefits under Canada Pension Plan or Quebec Pension Plan.

The maximum per month is \$3,000.00. The waiting period shall be ninety (90) days or at the expiration of sick leave, whichever is greater. The Long Term Disability Benefit shall contain a cost of living adjustment clause that will provide for **an** annual increase in the benefit paid based on the Consumer Price Index **as** published by Statistics Canada, ~~with a maximum~~ of four percent **(4%)**.

- 20.07 The Board agrees to pay for all eligible ten (10) month employees who are not employed during the summer vacation, one hundred percent (100%) of the twelve (12) month premiums for those benefits covered in Article 20, with the exception of OMERS.
- 20.08 If the premium paid by the employer for O.H.I.P. is reduced as a result of any legislation or other action, and without reducing the Provincial funding to the Board, then the amount of the saving shall be used to increase other benefits available to the employees, as **may** be mutually agreed upon by the **parties**. If there is no agreement between the parties, the matter shall be submitted to arbitration in accordance with this Agreement.
- 20.09 Employees who work twenty-four **(24)** hours or less per week shall receive fifty percent (50%) of the Board's share of contributions toward the benefit plans outlined in 20.02, 20.04, 20.07, 20.08 and **one** hundred percent (100%) of the premiums for 20.03.
- 20.10 The Board agrees to pay for all employees on Maternity Leave one hundred percent (100%) of all premiums for those benefits covered in Article 20, with the exception of OMERS.
- 20.11 Where legislation permits, the Board shall pay the benefits on behalf of any employee **who** elects early retirement on pension and, where the employee dies, the Board shall continue to pay the benefit costs on behalf of the spouse until the deceased would have reached the natural age of 65.

ARTICLE 21

GENERAL CONDITIONS

- 21.01 No employee shall be required to use his vehicle for the transportation of pupils **or** materials.
- 21.02 A custodian **shall** not be responsible for washroom routine or **any** other supervision of pupils.
- 21.03 The **removal of** snow from the street to the school and **from** the entrances to the school only, **shall** be the responsibility of the custodian.
- 21.04 (a) Three **(3)** shirts shall be supplied by the Board each year to each custodian and maintenance person and shall be **worn** while on duty. Two **(2)** **shirts** shall be supplied to each bus driver each year and shall be worn while on **duty**.
- (b) Each employee covered in the foregoing clause shall be granted, annually, a \$50.00 safety footwear allowance upon presentation of receipt of purchase.
- 21.05 Coveralls and smocks shall **be** supplied by the Board when necessary.
- 21.06 Persons employed on a temporary basis to replace regular employees as a result of sickness, **an** accident, an approved leave of absence or to work on Federal **or** Provincial **Local** Initiative Programs, will not be covered by this Collective Agreement. If such **an** employee is still employed upon completion of two **(2)** months, the Union will then be notified of the reason.
- 21.07 **Bus** drivers **may** be employed on Professional Activity Days when all teaching employees are in one **(1)** central location within the system.
- 21.08 The pay day for the bi-weekly **pay** period shall be Thursday. The pay shall be deposited directly in the **bank** or the credit union of the employee's choice **and** a statement for each pay will be provided to the employee.
- 21.09 Members of C.U.P.E. Local 1453 shall be given first consideration for contract work, i.e. lunch time supervision and contract cleaning.

ARTICLE 22

JOINT JOB EVALUATION COMMITTEE

22.01 The Joint Job Evaluation Committee shall consist of **four (4)** members ~~with~~ equal representation and participation from both **parties**.

22.02 Terms of Reference for the Joint Committee

The ~~terms~~ of reference ~~and~~ responsibilities of the Committee shall be as set out in the ~~jointly~~ approved Job Evaluation Manual.

22.03 Documents for the Committee

The Committee shall be supplied with all Job Evaluation documentation, existing job descriptions, job specifications, ratings and evaluation results.

22.04 Disagreement Regarding Job Evaluation

Decisions made by the Committee shall have simple majority vote. In any disagreement concerning the overall **Job** Evaluation Program, the **Union** and Management shall each select one (1) additional person to join the Committee, as in 22.01. If agreement cannot be reached by the larger Committee, the matter shall be referred to a single arbitrator, who shall be jointly selected by the parties to the Agreement. The power of the arbitrator shall be limited to matters in dispute ~~as~~ submitted. The decision shall be final and binding ~~on~~ the parties. The documentation on ~~the~~ matters in dispute shall be exchanged prior to the arbitration. The arbitrator's fees and expenses shall be ~~determined~~ in advance and shall be borne equally between both parties,

22.05 Arbitration Procedures

(a) Arbitration Hearing

The **Employer** and the Union shall be in attendance at the arbitration hearing. The arbitrator **shall** have ~~the~~ right to request additional information and to summon other **parties** ~~as~~ deemed necessary.

(b) Documents

The documentation provided to the arbitrator shall be restricted to Job Evaluation documents, such ~~as~~ job descriptions, job specifications, the Job Evaluation Manual ~~or~~ other pertinent documents as required.

(Article 22 continued...)

(c) Arbitration Decision

The arbitrator's decision shall be directed to the chairperson of the Joint Job Evaluation Committee **who**, in turn, shall inform the Employer **and** the **Union**.

22.06 Attendance at Meetings

The Employer shall release, without **loss** of pay **or** benefits or seniority, the representatives named by the Union to attend **sessions** of the Joint Job Evaluation Committee.

22.07 No Reduction in Wages

No employee shall have **his** wages reduced because of any Job Evaluation Program.

22.08 Implementation

The date of implementation **of the** Joint Job Evaluation **Program** shall be January 1, 1989.

ARTICLE 23

TERM OF AGREEMENT

23.01 This Collective Agreement shall be effective **as** and **from** April 1, 1996 **and** shall continue in full force and effect **as** a nine (9) month agreement expiring December 31, 1996. **It** shall continue from year-to-year thereafter **unless** either party gives the other **party** notice in writing not more than three (3) months prior to December 31, 1996 or of any year thereafter, of its desire to terminate or amend this Collective Agreement.

23.02 Within fifteen (15) **working days** of receipt of such notice **by one** (1) **party**, the **parties** will enter **into** negotiations ~~for~~ a renewal or revision of this Agreement.

23.03 The parties shall thereupon enter into negotiations in good faith and make every reasonable effort to effect a new or revised Collective Agreement.

(Article 23 continued...)

- 23.04 The parties agree that any notice given by one (1) party to the other shall state specifically the revisions requested and the negotiations will be restricted thereto unless the parties otherwise agree.
- 23.05 The parties agree to fully adhere to **the** terms of this Agreement and to the provisions of the Ontario Labour Relations Act, 1970, as amended during the period of collective bargaining.

WAGES - "SCHEDULE A"

An employee, while on a probationary period of **sixty** (60) working **days**, shall be paid at a wage rate of twenty-five cents (\$0.25) per hour **less** than the hourly rate for the classification.

WAGES - BUS DRIVERS

- {a) The rate per school run is to include time spent in washing and cleaning the bus, delivering the bus for repairs and waiting for the bus when necessary.
- {b) The rate per hour **while** on chartered trips is to include fifteen (15) minutes to arrive at the location of the charter **and an** additional fifteen (15) minutes to clean the bus after a chartered trip.

SIGNED THIS 18th day of November 1996

at Peterborough, Ontario.

FOR THE BOARD:

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION:

[Signature]
[Signature]
[Signature]

SCHEDULE "A" HOURLY RATES

<u>UPDATED JOB TITLE</u>	<u>UPDATED JAN.1/93</u>	<u>UPDATED Jan.1/94</u>
Student Rate	\$ 7.14	\$ 7.14
Crossing Guard	9.59	9.59
Supply Liaison	10.46	10.46
Receptionist - Education Centre	13.54	13.54
Educational Assistant: Category 1	12.66	12.66
Educational Assistant: Category 2	14.43	14.43
Behaviour Resource	16.63	16.63
Microcomputer Technician	15.31	15.31
Library Assistant - Office of Religious Education	13.99	13.99
Library Assistant - Elementary & Secondary	14.43	14.43
Secretary - Curriculum/Student Services	14.43	14.43
Secretary - Office of Religious Education	14.43	14.43
Secretary - Plant/Maintenance	14.43	14.43
Secretary - Secondary	14.87	14.87
Secretary - Elementary	14.87	14.87
Secretary - Purchasing	15.31	14.87
Secretary - Transportation	15.31	14.87
Secretary - Superintendent of Business/ Planning & Assessment	16.20	16.20
Secretary - Superintendent of Schools	15.75	16.20
Secretary/Computer Graphics Designer	17.06	17.06
Bus Driver - Run	14.43	14.43
Bus Driver - Charter	14.61	14.61
Accounts Payable Clerk	15.31	15.31
Payroll Clerk	15.31	15.31
Custodian	14.43	14.43
Head Custodian II	15.31	15.31
Head Custodian I	15.75	15.75
Maintenance - General	15.31	15.31
Maintenance - Industrial Painter/Decorator	16.20	16.20
Maintenance - General Carpenter	16.63	16.63
Maintenance - Industrial Electrician	17.06	17.06
Benefits Administrator	17.50	17.50
School Attendance Counsellor	19.13	19.13

An employee, **while** on a probationary period of sixty (60) working **days**, shall be paid at a wage rate of twenty-five **cents (30.25)** per hour less than the hourly rate for the classification,

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