



COLLECTIVE AGREEMENT

BETWEEN

**THE WATERLOO CATHOLIC
DISTRICT SCHOOL BOARD**

AND

**CANADIAN UNION
OF PUBLIC EMPLOYEES
AND IT'S LOCAL 2512**

**Effective Date: September 1, 2008
Expiry Date: August 31, 2012**

RECEIVED
12/10/09

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**AGREEMENT
BETWEEN:**

WATERLOO CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "Board")

OF THE FIRST PART

– and –

CANADIAN UNION OF PUBLIC EMPLOYEES' AND ITS LOCAL 2512

(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with procedures for dealing with grievances and complaints. It is recognized by the Agreement to be the duty of the Employer, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2 - RECOGNITION

2.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all office, clerical, educational assistants, youth care workers and technical employees of the Waterloo Catholic District School Board in the Regional Municipality of Waterloo, save and except officers, and those above the rank of Officer, secretaries to the Director of Education, secretaries to the Superintendents, secretary to the Controller of Building & Maintenance, secretary to the Business Administrator, secretary to the Human Resource Services Officer, secretary to the Senior Manager of Human Resource Services, and students employed during the school vacation period.

2.02 The word "employee" in this Agreement shall mean the employees for whom the Union is the bargaining agent as set out in Section 2.01.

- 2.03 The words "part-time employee" in this Agreement shall mean persons regularly employed for not more than 24 hours per week for whom the Union is the bargaining agent as set out in Section 2.01.
- 2.04 The words "full-time employee" in this Agreement shall mean persons regularly employed for more than 24 hours per week for whom the Union is the bargaining agent as set out in Section 2.01.
- 2.05 Temporary employees are those employees hired to replace an absent or vacant permanent position for a temporary period of time, such as but not limited to maternity leave, parental leave, adoption leave, other approved leaves and absence due to illness of a permanent employee: or Temporary positions that are of a short term nature, due to extra, short term funding or a special project as contemplated in Article 14.01 b).
- 2.06 Permanent employees are those employees who have been hired to work permanently in a part time or full time position and who have successfully completed the probationary period as set out in this Collective Agreement.

ARTICLE 3 - UNION SECURITY

- 3.01 An employee's participation in CUPE is recognized as being a positive contribution to the system because one of their primary purposes is to provide the best service to the needs of the students.

All employees covered by this Agreement shall have Union dues deducted each pay as a condition of employment. In the case of new employees hired prior to or on the date of ratification of this Agreement, such deduction shall take effect on the first regular deduction date following the first sixty (60) working days of employment calculated from the date of employment. Any new employees hired after the date of ratification of this agreement, shall have such dues deducted following the first day of employment.

- 3.02 a) The Board agrees to deduct such regular monthly dues as are levied upon all members of the Union in accordance with its constitution and by-laws from each pay of all present employees, and remit such monthly dues to the Treasurer of the Union along with a printout of such deductions. T-4 Slips shall show deductions made for Union dues.
- b) The remittance of Union dues shall include the amount deducted for each employee and the total regular earnings for each employee.
- 3.03 The Board will use its best endeavours to comply with the provisions of this Article but it is relieved by the Union of any and all responsibility and/or liability of deducting or failure to deduct Union dues.

3.04 Neither the Union nor its members shall conduct or participate in Union meetings or other Union activities on the Employer's time or on the Employer's premises except as expressly provided for in the Agreement, without prior written consent from the employer.

The Union shall apply for a permit for use of Board facilities and premises for the purpose of Union Executive and General Membership meetings. Permits for these meetings will be without permit fee or hourly use fees. It is understood that the Union will be responsible for the cost of liability insurance in accordance with the Board's Use of Facilities Procedures and for the cost of custodial services when necessary.

3.05 The employer agrees to issue to all new employees covered by this collective agreement a union created and approved union orientation package. The employer shall not add to, or remove any contents of the package nor shall the employer discuss the contents of the package with the employee. This orientation package will be provided to the new employee within three (3) weeks of the employee's original hire date. The union shall place only information material in the package regarding CUPE Local 2512, its affiliates and the labour union movement history. The package shall not include any material specifically addressing the employer or workplace conditions/issues.

3.06 In the event of any reduction in the workforce, the Union's Executive Committee and the Union's Negotiating Committee shall be the last employees to be affected.

ARTICLE 4 -JOB SECURITY

4.01 The Board agrees that no employee in the bargaining unit will suffer loss of employment with the Board as a result of any contracting out of work during the lifetime of this Agreement.

The Board will endeavour to offer temporary employment to recall employees prior to contracting work out.

4.02 i) In the event of the Board considering the contracting out of any work normally performed by employees in the bargaining unit, the matter will be discussed with the Union Committee. The Board will take suggestions made by the Committee into consideration, along with all other circumstances, when making a decision.

ii) In the event of the Board considering the contracting out of any work that falls under the recognition clause of this Collective agreement, the matter will be

discussed with the Union Committee so that the Committee can make recommendations. The Board will take suggestions made by the Committee into consideration, along with all other circumstances, when making a decision.

iii) It is understood that 4.02 i) and ii) do not apply where the Board is mandated by the Ministry or required by legislative order to enter into third party agreements for services to support students. In this case, the Board will inform the Union of the circumstances in advance of the services being provided.

4.03 The words "contracting out" in this Article are also intended to mean sub-contracted, transferred, leased, assigned or conveyed.

4.04 The Board agrees to notify the Union in advance of any technological changes the Board has decided to introduce which will affect employees who are in the Bargaining Unit. A Technological Change Committee will be formed to discuss the changes that will be introduced. The Committee will make recommendations involving practical ways and means of minimizing the effect, if any, on the employees concerned. These recommendations will be reviewed by the Board before the changes occur.

4.05 Where the Board has determined training is necessary, the Board will provide training at no loss of pay for the employees affected.

4.06 No member of the bargaining unit on probationary or permanent staff **shall** be laid off or suffer a reduction of or a change in normally scheduled hours of work as a result of the use of volunteers.

4.07 The Board will not engage volunteers as a means of avoiding the hiring of additional staff. Persons such as volunteers, students, co-op students, parents and others who provide assistance to the Employer shall be used only to enrich programs or provide other services and shall not be used to carry out the primary duties of any bargaining unit member.

4.08 The parties recognize the desirability of providing opportunities for co-op students, peer helpers and for field placement students as an important part of their education. Consistent with this understanding, it is agreed that the function of such placements will be only to further their education and not replace any bargaining unit members. The Board shall advise the Union of such placements. Any issues arising out of the use of volunteers will be dealt with in Labour/Management meetings.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes and accepts that all rights of the Employer to manage the affairs of and administer the school system of the Waterloo Catholic District School Board are reserved to the Employer exclusively, and, in accordance with its commitments and responsibilities within the financial resources available to the Board. It is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, lay-off, classify, assign, direct, transfer, promote, demote and suspend or otherwise discipline employees;
 - c) generally to manage the enterprises in which the Board is engaged, and without restricting the generality of the foregoing, to determine the work to be done, the methods and procedures to be used, the kinds, location and use of equipment and maintenance of same, the processes, materials and parts to be incorporated in the work, and to determine and exercise all other functions and prerogatives which shall remain solely with the Board except as specifically limited by the express provisions of this Agreement.
- 5.02 The Employer has the right to make and alter rules and regulations to be observed by the employees but will advise the Union Committee in advance of any alterations to give it the opportunity of commenting on the alterations.
- 5.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that any breach of the Employer's rules will be sufficient for disciplinary action of an employee, including dismissal.
- 5.04 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Board has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

ARTICLE 6 - DISCRIMINATION AND CIVIL AND PERSONAL RIGHTS

- 6.01 The Employer agrees that there shall be no discrimination, harassment, restraint or coercion practiced against any employee because of membership in the Union, union activity or for exercising his or her rights under this Collective Agreement.
- 6.02 The parties hereto agree that the provisions of the Ontario Human Rights Code, as amended periodically, shall apply to all employees.

6.03 The Board agrees to ensure that in addition to relevant legislation, all Board policies and procedures regarding violence in the workplace are adhered to and enforced. Furthermore, the Union agrees to adhere to the aforementioned legislation policies and procedures.

6.04 The Employer agrees to conduct video surveillance in accordance with the provisions of the Freedom of Information and Protection of Privacy Act.

It is agreed that with regard to security devices there will be no disciplinary action provided that Board policies and guidelines have been followed with respect to providing access to schools.

ARTICLE 7 - UNION COMMITTEE

7.01 The Board recognizes the establishment of five (5) Union Stewards within this bargaining unit, one of whom shall be appointed to be the Chief Steward.

There will be no more than one (1) Steward at any given location.

7.02 The Union shall appoint and the Employer shall recognize a Union Committee, consisting of not more than six (6) employees. The Employer will meet with three (3) members of the Union Committee plus one (1) Union Representative on any matter properly arising out of this Agreement, and/or to process grievances in accordance with the Grievance Procedure. The Employer will meet with five (5) members of the Union Committee plus one (1) Union Representative to conduct negotiations for the renewal of this Agreement.

7.03 a) The Union acknowledges that the members of the Union Committee must continue to perform their regular duties and that all activities of the Union Committee will be carried on outside the regular working hours of the members thereof unless otherwise mutually arranged.

b) The Union President or designate to be mutually agreed, shall be entitled to a 50% leave of absence from their regular duties for Union business. The Board agrees to continue to pay the wages and make any appropriate deductions for which it shall be reimbursed by the local of the Union. The Board also agrees to supply a replacement for this time at the Board's discretion.

Approval for this absence must be obtained prior to any absence. The Board agrees approval will not be unreasonably withheld.

7.04 Monthly Labour/Management meetings between the Union Committee and the Board Representatives will be scheduled during the school year on mutually agreeable dates and times providing there are matters arising out of the

Agreement to be discussed. The Union will forward agenda items to the Human Resource Services Officer one week in advance of the scheduled meeting. The Board agrees to prepare an agenda for these meetings outlining the date, the time and matters to be discussed, with such agenda sent to all persons who are to be present at the meeting.

- 7.05 a) The President of the Union and Stewards have regular duties to perform while employed by the Board. They will not absent themselves from their regular duties unreasonably in order to deal with grievances or other Union business. They will not leave their regular duties without receiving permission from the Principal or immediate Supervisor.
- b) The employer will replace representatives of the Union when making representation on Board committees at the request of the Board for the full duration of any such absence provided the absence is at least one half day in duration.
- 7.06 It is understood that the President of the Union and Stewards will not lose any compensation while performing duties outlined in Article 7.05 during their regularly scheduled work time.
- 7.07 The Board will compensate those members of the Union Committee who take part in the negotiation process leading to the renewal of the Collective Agreement for their regularly scheduled hours spent in negotiations up to the time an application is made for conciliation and provided the Board is notified of the names of those members before negotiations begin.
- 7.08 The Union shall keep the Employer notified in writing of the names of the members of the Union Committee and Stewards, and will keep such a list up to date at all times.
- 7.09 The union shall have the right to have the assistance of the National Representative of CUPE and/or consultants when meeting with the employer in matters arising out of this Agreement.
- 7.10 The Board shall provide one (1) copy of newly approved board policies and procedures to the Union as updated.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the parties that complaints of employees and of the Employer be adjusted as promptly as possible.
Before it can be considered a grievance, any complaint must first be discussed by

the employee with the Principal or Supervisor concerned. Such discussion may take place either in person or by telephone when it is not possible to meet in person and must take place within fifteen (15) working days of the date of the incident which gave rise to the complaint. It is understood that the employee may bring a co-worker with them for support when meeting with the supervisor.

Where the complaint is based on events which are outside the jurisdiction of the Principal of the school or the immediate Supervisor where the employee works, discussion shall take place with the appropriate Principal or Supervisor within fifteen (15) working days of the event upon which the complaint is based.

The Principal or Supervisor shall reply in writing to the employee within ten (10) working days of such discussion taking place.

A grievance is a dispute arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

A grievance arising directly between the Board and the Union concerning the interpretation, application or alleged violation of this Agreement, shall be originated under Step No. 2 as a Policy Grievance within fifteen (15) working days of the event upon which the grievance is based. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute any individual grievance directly affecting an employee which such employee could institute. Any grievance by the Board or the Union as provided for in this paragraph shall be commenced within fifteen (15) working days after the circumstances giving rise to the grievance have occurred.

8.02 **Step 1**

If the complaint is not resolved as a result of the discussion in Article 8.01, the employee shall then submit the grievance in writing to the Human Resource Services Officer or a designate within ten (10) working days of the reply referred to in Article 8.01. The grievance shall specify in detail the facts of the matter and the Article which is alleged to be violated. In particular, the grievance shall include the details of the alleged violation, article(s) grieved, grievance number, date, step level etc.

- a) Where the Human Resource Services Officer or designate is able to provide a reply to the grievance, he/she will give a decision in writing to the Union within ten (10) working days of receiving the completed grievance at Step 1.
- b) Where the Human Resource Services Officer or designate requires further clarification of any matter recorded on the grievance, he/she will schedule a meeting within ten (10) working days of receiving the completed grievance at

Step 1 with the Union President and/or the Grievance Chair, and the grievor if so required, to discuss the grievance. A decision in writing will be given to the Union within ten (10) working days of the meeting date.

8.03 **Step2**

If the grievance is not resolved at Step 1 in Article 8.02, the Union shall then submit the grievance in writing to the Manager of Human Resource Services or a designate within ten (10) working days of the reply referred to in Article 8.02.

- a) Where the Manager of Human Resource Services or designate is able to provide a reply to the grievance, he/she will give a decision in writing to the Union within ten (10) working days of receiving the completed grievance at Step 2.
- b) Where the Manager Human Resource Services or designate requires further clarification of any matter recorded on the grievance, he/she will schedule a meeting within ten (10) working days of receiving the completed grievance at Step 2 with the Union President and/or the Grievance Chair, and the grievor if so required, to discuss the grievance. A decision in writing will be given to the Union within ten (10) working days of the meeting date.

8.04 **Step3**

- a) Failing a settlement at Step 2, the matter in dispute may, with mutual agreement of the parties, be taken to mediation as provided herein. Where there is no mutual agreement to take the matter to mediation, the grieving party will notify the other party within twenty (20) working days of the reply in Step 2 of their desire to proceed to arbitration. If no written request is received by the Board within twenty (20) working days after the decision in Step No. 2 is given, the grievance shall be deemed to have been abandoned.
- b) In selecting an Arbitrator, other than using the expedited procedure allowed for under the Ontario Labour Relations Act, the parties will mutually agree to an arbitrator to hear the matter within thirty (30) working days of the notice being received which indicates the grieving parties desire to refer the matter to arbitration. The time limits may be extended by mutual agreement. Where agreement is not reached by the parties, either party may request that an arbitrator be appointed as provided for under the Labour Relations Act.
- c) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance Procedure, unless Section 37A of the Ontario Labour Relations Act applies.

d) The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof.

8.05 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.

8.06 Failure at any time on the part of the union to adhere to the time limits will result in the complaint or grievance being dropped. The time limits may be extended by mutual agreement of the parties in writing.

8.07 Failure at any time on the part of the Employer to adhere to the time limits will result in the complaint or grievance being moved to the next step in the grievance procedure. The time limits may be extended by mutual agreement of the parties in writing.

8.08 In this Article a work day is defined as a regular work day from Monday to Friday on which the Board Office is open.

8.09 a) A representative of the Union will be allowed at any stage of the grievance procedure to make representation on behalf of the Union or Union member.

b) The Board will be allowed representation at any stage of the Grievance Procedure.

8.10 Any correspondence/communications and results of any grievance will be directed to the Chief Steward, the President and the grievor.

8.11 Each of the parties to this Agreement will jointly bear the expenses of the arbitrator.

8.12 Mediation

The parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance. If the parties agree, the time limits for the request of arbitration (Clause 8.04) may be extended. The parties will share equally the fees and expenses, if any, of the mediator.

a) A request to utilize the services of a mediator may be made before or after a request for arbitration has been made but shall only be made after a response at Step No. 3 has been received.

b) Mediation will be attended by a maximum of three (3) representatives of the Union and three (3) representatives of the Employer. It is understood that the grievor is also entitled to be present at mediation.

- c) Time spent during regular working hours at mediation shall be paid at the employee's regular rate of pay.

ARTICLE 9 - DISCHARGE AND DISCIPLINE CASES

- 9.01 The Board agrees to notify the employee in all cases of discipline or discharge and the reason for the discipline or discharge. All such notification will be in writing and a copy of the notice will be sent to the President and Chief Steward.

All employees may be represented, at the employee's request, by an officer or steward of the union at any meeting where written notice of discipline or discharge is being served. Disciplinary meetings will be scheduled a minimum of 48 hours after written notice is given to the employee that a disciplinary meeting will be taking place and will be informed that they may have union representation at said meeting.

The absence from the normal workplace of the officer or steward will not be unreasonably withheld.

- 9.02 In cases of suspension or discharge resulting in a loss of pay, an employee claim of being unjustly suspended or discharged shall be treated as a grievance if the written statement of such grievance is lodged by the employee with the Senior Manager of Human Resource Services or a designate within three (3) working days after the suspension or discharge or within three (3) working days after the Union has been notified, whichever is later. The grievance will be initiated as Step 2 of the Grievance Procedure.

Where the discipline has not resulted in a loss of pay, a claim by an employee of being unjustly disciplined shall begin at the start of the grievance procedure as a complaint as outlined in Article 8.01.

- 9.03 In this Article, days shall exclude Saturdays, Sundays and paid holidays.

ARTICLE 10 -EMPLOYEE'S PERSONNEL FILE

- 10.01 The recognized personnel file of an employee shall be located in the Board office in a secure location. An employee shall, upon written request to the Human Resource Services Officer or a designate, be granted the opportunity to view the contents of her/his personnel file.

Where the employee questions the contents of the file, they may pursue a complaint under the provisions of Article 8.01.

10.02 Upon a written request by the employee to the Senior Manager of Human Resource Services or a designate, any disciplinary correspondence in an employee's personnel file which is dated eighteen (18) months or more prior to July 1st each year may be removed from that personnel file as of that date.

10.03 When an adverse report is placed in an employee's personnel file, the employee may make a written reply to such report. The reply shall be attached to the file with the adverse report.

ARTICLE III- STRIKES OR LOCKOUTS

11.01 a) During the life of this Agreement, the Union agrees that there will be no strike and the Board agrees that there will be no lockout. The definition of the words "strike" and "lockout" shall be those set forth in the Labour Relations Act, Ontario, as amended from time to time.

b) The Union further agrees that if any such illegal collective action takes place it will repudiate it forthwith and do all in its power to ensure that its members return to work. Any employee participating in any such illegal strike or other illegal collective action may be subject to disciplinary measures.

ARTICLE 12 - SENIORITY

12.01 a) New employees shall serve as probationary employees until they have completed four (4) months of continuous service. This time may be extended by mutual agreement of the parties. When an employee has completed the probationary period, seniority shall date from the original date of hiring.

b) The Board shall maintain a master seniority list showing the name and hiring date of each employee. Seniority shall be unit wide.

c) The seniority list shall be updated on December 1st and April 1st and a copy shall be posted in each school and sent to each Board Office Department, and sent to the Union within thirty (30) calendar days.

Within thirty (30) calendar days after the lists have been published, employees who feel there has been an error made will contact the Union Steward to request correction. After the aforementioned thirty (30) calendar days, the list will be deemed correct until the next update. If errors are identified within the thirty (30) calendar day period, a revised list will be sent to each school and Board Office Department for posting.

The union's copy of the seniority list will contain the names, addresses and telephone numbers of all current CUPE employees. The Union and its members agree to save the Board harmless by the release of this information to authorized Union representatives.

- d) In the event that two or more employees have the same seniority date, order of seniority will be determined by draw. This will determine the permanent seniority order for those with the same seniority date and will be maintained by Human Resources.

Where a draw is necessary to determine seniority order for permanent employees, the names of the individuals will be placed in a container. Names will be drawn from the container with the first name being the most senior and so on. The process will continue until all of the names have been drawn. This will determine the permanent seniority order for those with the same seniority date and will be maintained by Human Resources. The draw will take place within 60 working days of ratification or date of permanent hire. The union shall be present during the process.

- e) i) Should a temporary employee be made permanent and his/her seniority date then matches that of another permanent employee(s), the temporary employee shall be deemed to have the lesser seniority.
- ii) Should an employee's seniority be affected through provisions in this Collective Agreement and his/her seniority date then matches that of another employee(s), the affected employee shall be deemed to have the lesser seniority.

12.02 a) Fundamentally, the rules respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Board consistent with consideration of qualifications and ability to perform the work as determined by the Board.

- b) It is understood that the employer will not make decisions as to an employee's ability to perform the work under 12.03 or 12.04 in an arbitrary, discriminatory or bad faith manner subject to all conditions of the Collective Agreement.

12.03 An employee will lose all seniority rights and employment terminated in the event that:

- a) Employee is discharged for just cause and is not reinstated through the Grievance or Arbitration Procedure.
- b) The employee terminates their employment.
- c) If an employee fails to report within three (3) days after receiving a written notice of recall by Registered Mail at her/his last address according to the records of the Board, that he/she intends to return to her/his position with the Board stating the date of her/his return (which date shall not be more than seven (7) days thereafter or any greater number of days mutually agreed upon by the Board) and/or the employee fails to actually return by the date he/she

so stated. It is agreed that the Chairperson of the Union Committee will be sent a copy of the written notice. It is the duty of the employee to notify the Board promptly of any change of address. If an employee fails to do this, the Board will not be responsible for failure of a notice sent by Registered Mail to reach such employee.

- d) If the employee is absent from work in excess of three (3) working days without giving a satisfactory reason to the Board.
- e) The employee is laid off/on recall for a period longer than eighteen (18) working months. (The intent here is not to include normal layoff periods during the summer break.)
- f) The employee fails to report to work upon termination of an authorized leave of absence, vacation or suspension unless he/she gives satisfactory reason for such failure.
- g) The employee is absent from work because of sickness or accident for a period of time longer than eighteen (18) months unless she has applied for and has been granted a Leave by the Board in accordance with the provisions of Article 15 of this Agreement, or if the accident is covered by Workers' Compensation or the illness is covered by the Board's sick leave provisions.

12.04 a) No employee will be transferred outside of the bargaining unit without the employee's consent.

- b) An employee that takes a temporary position outside the bargaining unit shall retain, but not continue to accumulate, their previously earned seniority for a period of up to two (2) years. After the two (2) year period, all seniority shall be lost.

Employees returning from a leave under this 12.04 b) prior to the 2 year period will have their seniority date prorated for the period of time on leave. This will be done by adding the number of calendar days of leave to the seniority date of the individual. This will then be their new seniority date.

ARTICLE 13 - SURPLUS / LAYOFF / RECALL

PREAMBLE

The Board will review staffing issues with CUPE through Labour/Management meetings. The areas to be addressed will include but not be limited to the following:

- i. the allocation of services at the Board's various sites;
- ii. the monitoring of and implementation of the staff allocation process;

- iii. CUPE recommendations to the Board addressing staffing concerns;
- iv. Board recommendations to CUPE addressing staffing concerns.

For surplus, layoff or recall purposes the following procedure and hour banding will apply:

The Human Resource Services Department will divide all employees into one of the following hours per week band denoting each employee's job and level category.

- 10 hours per week and less
- more than 10 hours per week but less than 24.5 hours per week
- 24.5 hours per week but less than 30 hours per week
- 30 hours per week but less than 35 hours per week
- 35 hours per week or greater

13.01 **SURPLUS – Student Need Driven Staff (Educational Assistants, 1-1 CYCW)**

The parties recognize that certain positions are determined by student needs which vary each school year. In order to expedite these surplus placements, the following procedures will apply.

Assessment Process:

The Board will determine the positions and hours that will be allocated to schools according to staffing formulas and student needs. The Board will review with CUPE, as noted above, the existing allocation and will produce a list identifying individual school reductions or increases.

Decrease Process:

Where a decrease is identified, surplus will be declared. Human Resources Services will notify the supervisor of the location(s) affected. The supervisor(s) will call a meeting with those employees currently holding the identified surplus position(s). Volunteers for the surplus will be sought first. If there are no volunteers, the least senior employee(s) holding said position(s) will be declared surplus to the location. A surplus list for the system will be produced in order of seniority denoting -job, level and hour band.

Increase Process:

Where an increase is identified, a list of known openings that exist will be identified. The opening list shall include the following information:

- 1) School location
- 2) Position(s) available and position level
- 3) Hours per week
- 4) Special requirements of the student, if any

A meeting(s) will be set by the Human Resources Department inviting all identified surplus employees to participate in the “Surplus Placement Process” as noted below:

Any employee who has not been declared surplus during this process, shall be considered as staffed in the current work location providing that the student needs at that location remain constant. It is understood that if a special education student(s) transfer(s) school(s) or leaves the Board, surplus will be declared at that location at any time of the year.

Surplus Placement Process

Employees declared surplus for part of their allocation may choose to relinquish the other part of their allocation or may choose to accept another same vacant position to combine with their non-surplus allocation, to maintain their present hour band.

- a) The most senior employee will choose first from the known openings for the position which he/she has been declared surplus from, within their hour band or from a lower hour band. The next senior will choose next, and so on.
- b) If an employee chooses a position from a lower hour band, the employee will forfeit their right to their former hour band.
- c) If the same position in the employee’s hour band is available and the employee chooses not to accept a position, the employee shall be deemed to have terminated their employment with the Board.
- d) If at the end of the placement period there are employees without a placement, the employees will receive notice of layoff in accordance with Article 13.03 and have all rights therein.

Student need driven surplus staff will proceed through the surplus placement process prior to the end of June with another possible surplus process taking place in September or October. For student need driven staff all placements of surplus staff will be finalized no later than the end of October.

13.02 Surplus – Enrolment Driven (Elementary/Secondary Secretaries, Library Technicians, Secondary CYCWs) and Departmental /School Support Staff (All other CUPE Staff)

Enrolment driven staff will maintain their present allocation until the end of the second week of the school year where the projected enrolment remains within ten

students of maintaining the current staffing level. Enrolment data as of the end of the second week of the school year will be used to determine final surplus staff and openings.

The intent of this change is to allow the Board to declare surplus of enrolment driven staff at schools where it is clear that the enrolment in September of the next school year will result in a change in staffing according to the staffing formula. This is to be proactive in reducing staff disruption in September

For enrolment driven staff, all placements of surplus staff will be finalized no later than the end of the fourth week of the school year.

Departmental/School Support Staff will be staffed based on system needs.

Surplus Placement Process Enrolment Driven and Departmental/School Support Staff

In the event that an Employee is declared surplus;

- a) The most senior employee will choose first from the known openings for the position which he/she has been declared surplus from, within their hour band or from a lower hour band. The next senior will choose next, and so on. For clarification employees declared surplus for part of their allocation, may choose to relinquish the other part of their allocation or may choose to accept another same vacant position to combine with their non-surplus allocation, to maintain their present hour band.

13.03 LAYOFF

If the employer is required to reduce staff, probationary and temporary employees will be terminated first without recall rights. Any regular employee who receives a notice of layoff shall have the right to fill a vacancy resulting from the termination of probationary employees or displace the employee with the least seniority subject to the following:

- a) The employee who has received notice of layoff shall have the right to displace the least senior employee in the same job and same hour band.
- b) If there is no less senior employee to displace in a), the laid off employee, may choose to displace the least senior employee in the same level/hour band or a lower level/hour band provided the employee has the qualifications, skills and ability for the job. If the employee cannot displace the least senior employee due to qualifications, skills and ability, the laid off employee will look to the next least senior employee and so on. If the laid

off employee chooses to displace in a lower hour band, the employee forfeits their right to their former hour band. Employees who fill a job with a lower rate of pay will have their present rate of pay red circled.

- c) Any employee who is displaced shall have the right to displace the least senior employee as in b) and so on.
- d) If there is no less senior employee to displace, or if the employee chooses not to displace, the employee will be laid off and subject to recall provisions as set out in article 13.04. While on the recall list, the employee may fill any available temporary assignments for which the employee has the qualifications, skills and ability for the duration of the temporary assignment or until such time as any vacant position becomes available for which the employee has the qualifications, skills and ability. When such a position does become available, the recall provisions of this agreement would be applied.
- e) If more than one employee has the right to displace at the same time, the employee with the greatest seniority shall displace first, whether the next greatest seniority employee had received notice of layoff or had been displaced, and so on.
- f) Employees who displace in the same position will not be placed on a trial period. Employees who do not displace in the same position will be placed on a trial period of thirty (30) working days or up to one hundred and twenty (120) working days where the Human Resource Services Department determines that training is required.
- g) If the trial period will exceed thirty (30) working days, the Human Resource Services Department will notify the employee and the union in writing, stating the length of the trial period and outline the training required. Where the Board has determined that within the trial period the employee is unable to successfully meet the job requirements, the employee will be placed on the recall list.

13.04 **RECALL**

Employees will remain on recall for a period no longer than eighteen (18) working months. (The intent here is not to include normal layoff periods during the summer break.) The Board will notify the Union in writing by the 15th of each month of the employee(s) on recall.

Employees will be recalled from layoff when the number of employees and/or positions covered by this Collective Agreement is increased. The order of recall will be in the reverse order of seniority. Employees shall be recalled according to their former hour band to a position for which they possess the qualifications,

skills, and ability to perform the work. In the event that there are two or more positions available, the employee with the greatest seniority will be given the first choice of the available position, and so on.

If a position becomes available in a lesser hour band for which they possess the qualifications, skills, and ability to perform the work, the employee may choose to accept this position and forfeit their right to a position in their former hour band. If the employee chooses to not accept the position in the lesser hour band, he/she does not forfeit her/his place on the recall list.

Employees recalled to the same position will not be placed on a trial period. Employees who are not recalled to the same position will be placed on a trial period of thirty (30) working days or up to one hundred and twenty (120) working days where the Human Resource Services Department determines that training is required. Where the Board has determined that within the trial period the employee is unable to successfully meet the job requirements, the employee will be placed back on the recall list. The period of time the employee spends on a trial period will not be included as part of the 18 month recall period.

An employee on recall is not eligible to be recalled to a position in a higher classification, level or greater number of months than the position from which they were laid off.

ARTICLE 14 - TRANSFERS/TEMPORARY SUBSTITUTES

- 14.01 a) Nothing herein shall prevent the Employer from making temporary transfers and hiring temporary substitutes in case of emergency without applying the seniority provision of this Agreement.

A temporarily vacant position may be filled with a temporary employee for a period not to exceed forty (40) working days. At the end of the forty (40) working days, the vacant position will either be posted or declared redundant. If a vacant position is declared redundant, the Board will notify the Union.

Should the position be posted at the end of the forty (40) working days, the temporary employee may continue in the position until it is possible to place the successful applicant. The Board will endeavour to complete this process in thirty (30) working days. Should this time period need to be extended beyond thirty (30) working days, the Board will discuss the reasons for the extension with the Union.

- b) Transfers/Temporary Substitutes

Nothing herein shall prevent the employer from making temporary transfers or hiring temporary substitutes in the case of special work assignments for a

period of up to one hundred and ten (110) consecutive working days. The Union and the Employer can by mutual agreement provide for an extension to this time. In the event of accidents, illness, and leaves, the Board may make temporary transfers or hire temporary substitutes without applying the provision of this Agreement for the length of the absence.

Special assignments shall be defined as work other than normal duties and/or work overload of a bargaining unit employee.

- c) After 40 working days, for the purpose of this Collective Agreement, temporary employees will begin to be covered under this Collective Agreement except for the following Articles for which temporary employees will continue to be not included:
- i) Article 12 - Seniority
 - ii) Article 24 - General Welfare
 - iii) Article 25 - Pension Plans
- d) Any temporary employee hired into a regular position, seniority, and service (as it relates to vacation), will be credited subject to the following:
- i) seniority date will be adjusted for time worked at a minimum of two-week increments (ten (10) working days) and then be credited backwards from the original date of hire to a regular position.
 - ii) a break in temporary assignment(s) of up to two weeks (ten (10) working days) not including regular school break times, will be allowed as if there was no break in the temporary assignment(s)
- e) Nothing herein shall prevent the employer from making temporary transfers in order to provide accommodation to a bargaining unit member as required under the Workplace Safety and Insurance Act or the Human Rights Code.

The Board will consult with the Union when making determinations pertaining to temporary transfers affecting another CUPE member in order to provide such accommodation. In addition, the Board will provide the Union with a copy of the accommodation plan of the transferred employee.

ARTICLE 15 - JOB POSTINGS

- 15.01 a) When a vacancy occurs in full-time employee positions in this Bargaining Unit, written notice of such vacancy shall be forwarded to each school and to each department to be posted on the bulletin board as outlined in Article 28.01. Receipt of such notice will be deemed to have occurred two (2) working days following notification. There will be no posting if an employee is offered and accepts an increase in hours.

Where the Board believes a position will be vacant due to a long-term illness, accident, or leave, for more than eighteen (18) months in a twenty-four (24) month period, the Board may, at its discretion, post that position. In this case, the normal rules for postings will apply.

Where employment has not terminated and the employee is able to return to active employment the employee will be considered on recall and subject to the recall provisions of this Collective Agreement.

- b) In the event that there may be job vacancies during July and August, the Board shall mail employees postings to their home addresses on or before August 15th of each school year.

15.02 a) Job vacancies shall be those vacancies in positions of more than twenty-four (24) hours per week of a long-term nature which arise because of resignations, promotions, retirements, discharge, or the establishment of new positions, and shall include the two (2) vacancies of more than twenty-four (24) hours per week resulting from the filling of the first vacancy through the posting procedure but not subsequent vacancies.

- b) The employee selected for the position will be placed on a trial period of up to sixty (60) working days where the Human Resource Services Department has determined training is required. In the latter case, the length of the trial period will be outlined to the employee, in writing, with a copy of such notice given to the Union. Where the Board has determined within the trial period the employee is unable to successfully meet the job requirements, the employee will be returned to their former position.

When an employee is placed into a position for a trial period, the Board is not obligated to post the vacated position(s) that become vacant as a result of the trial period placement. The Board, at its sole discretion, may fill any such opening with a temporary employee until such time that the trial period is concluded. If the trial period is successfully completed, the vacant position will be posted in accordance with Article 15.

- c) The Board will notify the Union before posting newly created positions.
- d) There will be no job postings while there are employee(s) on recall as a result of Board action. In such instance, the provisions of 13.04 will be followed. In the event the recall employee(s) does not possess the necessary qualifications, skills and ability, the position will be posted.

It is understood that an employee on recall is not eligible to be recalled to a position in a higher classification, level or greater number of months than the position from which they were laid off.

- e) Where the Board has posted a position in accordance with the Collective Agreement and subsequently decides that an additional position is required at the same location within four (4) working weeks of the position being posted the Board may, at its discretion, after advising the Union, select more than one candidate from the single posting.
 - f) Where the Board has posted a position and there were no internal applicants with the necessary qualifications, skills and ability apply for the position the Board will not be obligated to post for that position again for another three (3) months from the date of the last posting.
- 15.03 Any employee may, within five (5) working days of receipt of such notice, file with the Employer in writing her/his application to be transferred to fill such vacancy.
- 15.04
- a) In filling job vacancies and in the case of promotions, demotions or transfers within the Bargaining Unit, the Board will consider the qualifications, skill and ability of the applicant with the greatest seniority first and determine if the applicant has the necessary qualifications, skill and ability for the job. If the greatest seniority employee does not have the necessary qualifications, skill and ability in the Board's opinion, the next senior employee will be considered, and so on.
 - b) The Senior Manager of Human Resource Services or a designate will determine the number of qualified applicants as set out in Article 15.04 (a) to be interviewed.
- 15.05
- a) An employee who has been denied the job posting will be advised by letter if the denial was due to seniority and by personal interview if for any other reason.
 - b) If no member of the Bargaining Unit who has applied has the necessary qualifications, skills and ability for the job the position may be filled by the Board from any other source.
 - c) If the Board intends to postpone filling of a vacancy or not to fill it, the Board shall notify the Union in writing at the end of the selection process.
- 15.06 The selection and promotion of employees to positions outside the Bargaining Unit are not governed by this Agreement.
- 15.07 No employee shall be transferred from a position in the Bargaining Unit as defined in Article 2 to an administrative position outside of the Bargaining Unit without the written application or consent of the employee.

15.08 Should the Board merge or amalgamate any of its operations with another Employer under provincial jurisdiction, the Board will endeavour to arrange for the transfer of any employees affected, together with all their rights, privileges and benefits afforded under this Collective Agreement.

15.09 New School Year - Transfer Procedure for High Needs Educational Assistants:

Job vacancies in the classification of High Needs Educational Assistant will be carried out in accordance with the provisions of Article 15.09.

1. During the first week of March, the following notice will be sent to all Board locations for posting:

In preparation for staffing of Educational Assistant positions for the new school year, a request is being made at this time to all permanent CUPE employees who wish to be considered for available Education Assistant positions. This request is directed at permanent CUPE employees who currently do not hold a permanent Educational Assistant assignment.

Those interested are asked to submit by the end of the second week of March (date to be inserted), an up-to-date resume including history of experience and copies of educational qualifications. Requests will be reviewed by Human Resource Services and interviews will be conducted where necessary. Those candidates that are deemed qualified by Human Resource Services will be included in the Educational Assistant Transfer Process that will take place in September and will be asked to complete a transfer request form.

2. By 4:00 p.m. of the second working day in September of each year, all CUPE employees qualified for Educational Assistant positions that are interested in a transfer will be required to submit a request for transfer form to Human Resource Services. These forms will be available at all locations and on the Board's intranet. The form will identify the following:
 - a) their desired full time assignment location(s) preference in priority order for transfer effective at the end of the fourth week of September of the following school year. (Appendix A). It is understood that by making a selection on this form, individuals will be transferred if the preferred assignment is available and the individual is the most senior individual requesting the transfer. Where none of the individual's preferences are available, the individual will not be transferred.
 - b) their desired part time assignment location(s) preference in priority order for transfer effective at the end of the fourth week of September of the following school year (Appendix A). It is understood that by

making a selection on this form, individuals will be transferred if the preferred assignment is available and the individual is the most senior individual requesting the transfer. Where none of the individual's preferences are available, the individual will not be transferred. '

- c) after the deadline date of the last working day of May, no further transfer requests will be accepted.
 - d) forms that do not have original signatures of the employee requesting the transfer consideration will not be included in the transfer process.
 - e) no additions to the submitted requests will be made after the deadline date.
3. All requests for transfer in order of preference and Full Time Equivalent will be placed in a database by Human Resource Services. This transfer request data will be used to staff openings in September of the next school year. Where selections are not made in order of preference, assignments will be ranked by Human Resource Services in the order that they appear on the form.
 4. All permanent Educational Assistant staff will begin the new school year in the assignment(s) they occupied in June of the previous school year unless notified otherwise by Human Resource Services of an alternate Educational Assistant assignment.
 5. In September of each year, Student Services will finalize a list of surplus and new Educational Assistant assignments for the school year.
 6. Human Resource Services will inform principals of their approved Educational Assistant allotment for the school year. Where a surplus is identified, the principal will hold a meeting with their existing Educational Assistants to inform them of the number of surplus declarations. The surplus individual(s) will be identified through the following process;

The principal will:

- a) Ask for volunteers to accept the surplus.
- b) If more than one individual wishes to be declared surplus, the most senior individual(s) volunteering will be declared surplus. Note. the maximum number of volunteers for surplus cannot exceed the surplus FTE identified by Human Resources.
- c) It is understood that senior individuals considering taking a voluntary surplus as noted in 15.09 – 6. a) or b), may request up to twenty four (24) hours to consider their decision before committing to the voluntary

surplus. A member wishing to take this time to consider their options will respond to their principal with their decision within twenty four (24) hours from the time of the meeting. Where an individual fails to respond within the time period, the member will lose their option to take the surplus. Where no volunteer is identified, the least senior member will be declared surplus.

- d) The surplus staff identified will be required to complete a surplus placement request form listing their desired preference in priority order for surplus placement. A list of known openings will be made available to surplus staff. Principals will collect the surplus placement request forms and will forward them to Human Resource Services within two working days of the meeting.
7. Human Resource Services will staff surplus staff in order of seniority and preference using the surplus placement request information gathered. A list of known openings will be made available to surplus staff and they will be asked to rank all of the available positions in order of preferred placement.
8. Following the surplus placements, Human Resource Services will transfer staff in order of seniority and preference to the remaining vacant assignments using the request for transfer data collected in 3 above. The same process will be used to transfer staff to two (2) subsequent full time vacant assignments resulting from the filling of the original full time opening. This satisfies the provisions of Article 15.02 b).
9. Vacant positions remaining at the completion of the process identified in 8 may be filled by the Board from any other source as per the provisions of Article 15.05 b).
10. Staff will be notified of their placement and the effective date of the transfer by Human Resource Service through their current supervisor.
11. Staff assigned following this process will remain assigned to the new location(s) for the remainder of the school year.
12. Notwithstanding 11, in the event that a special needs student leaves the Board or transfers to another location within the Board, after the September transfer period, a surplus will be declared at the location the student is leaving from. The process identified in 6 a), b) and c) will be followed to identify the surplus individual(s).
13. In the event that the student transfers to a school within the Board, the surplus individual identified in 12 will transfer to the transferring student's new school.

14. In the event that the transferring student leaves the Board, the individual identified as surplus in 12 will;
- a) be placed in any Educational Assistant vacancy within their hour band; or
 - b) be placed in a full year temporary opening if one exists; or
 - c) be assigned to an Educational Assistant position as identified by Student Services.

Procedure for filling vacancies after September of each year.

Following the completion of the September transfer process, any newly created or vacated permanent positions that become available for the remainder of the school year will be filled on a temporary basis as follows:

First Step:

- a) Vacancies will be filled from a list of qualified permanent part-time CUPE Educational Assistants who wish to increase their hours of work. It is understood that positions will be offered to individuals on the list where the vacant position does not conflict with their existing position. It is understood that an individual must be on the list at the time of the vacancy. Any additional hours gained through this process will be considered a temporary assignment until the next transfer process.

A notice inviting permanent part-time CUPE Educational Assistants who wish to increase their hours of work will be circulated in October of each year.

- b) Where vacancies are not filled in accordance with a) above, vacancies will be filled from a list of qualified part-time CUPE permanent staff that is not in the Educational Assistant classification. They must possess the qualifications, experience, skills and ability for the position. Employees that wish to be considered for this list will be required to furnish proof of qualifications, experience, skills and ability for the position. Interviews will be required where necessary before an individual is placed on the list. It is understood that an individual must be on the list at the time of the vacancy.

Where an individual is placed in this temporary assignment, such assignment will not exceed a period of time that extends beyond the end of September of the following school year. A leave of absence will be granted from their permanent placement. At the conclusion of the temporary assignment, the individual will return to their original position. Where a permanent employee is placed into such a temporary assignment, they will be entitled to all of the benefit provisions of the collective agreement as though they were permanent hours of work for the duration of the assignment.

The Educational Assistant positions will be made available for permanent placement in the following school year should the allocations permit.

Where no individuals are available on the list at the time of a vacancy, the position will be filled as noted below in the second step.

Second Step:

Notwithstanding 14.01 a) and b), the Board may fill the vacancy with a temporary employee for a period not to exceed the end of September of the following school year. The positions will be made available for permanent placement in the following school year should the allocations permit.

These placements will be filled until the end of June unless otherwise indicated by Human Resource Services.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 a) The Board has sole discretion to grant a Leave of Absence, with or without pay, for personal reasons. Such requests are to be made in writing on a leave request form to the Human Resource Services Officer or a designate three (3) weeks in advance of the start date of the leave. Requests for emergency leave are not subject to the three (3) week advance notice.

Members who while on approved leave for a period of one or more years may request a return to work in advance of the approved leave end date only after three-quarters (3/4) of the leave has been completed. Such requests must be presented in writing to Human Resource Services a minimum of three (3) weeks in advance of their requested new return date. Where no commitments have been made to replacement staff of the incumbent's position, they will return to their original placement. The Board maintains the right to offer the individual requesting an early return from their leave any available vacancy for which they have the qualifications skills and abilities. Requests that are not received within the timelines in the collective agreement will not be considered.

- b) Leave of Absence of one (1) day will be granted to attend a post-secondary graduation for self, spouse or child. Written request must be made to the Senior Manager of Human Resource Services or a designate.
- c) An Employee shall be allowed a leave of absence without pay or benefits and without accrual of seniority or service so said employee may run as a candidate in federal, provincial or municipal elections.

- d) An employee who is elected to public office shall be allowed a leave of absence during the term of office for a maximum of up to one term.

16.02 Leave of Absence without loss of seniority may be granted, upon request to the Board, to an employee elected or appointed to represent the Union at a Union convention, seminar school or conference. It is understood that no more than eight (8) employees may be granted such a Leave of Absence at any one time, and that the Leave is restricted to a maximum of eighty (80) working days per year for all employees. Such requests must be made in writing fifteen (15) working days prior to the commencement of the Leave, to the Senior Manager of Human Resource Services or a designate. The Board agrees to continue to pay the wages of any such employees for which it shall be reimbursed by the Local of the Union.

It is understood that where mutual agreement is reached by the parties, the maximum number of days may be increased for the year. Such requests will be discussed at Labour/Management meetings.

16.03 Any employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National body of C.U.P.E., may be granted a Leave of Absence at the discretion of the Board without pay and without loss of seniority for a period of up to one (1) year. Such leave may be renewed for one additional year.

16.04 Pregnancy/Parental leave shall be granted in accordance with the Employment Standards Act.

An employee on Pregnancy or Parental leave shall continue to accrue seniority and service credits throughout the leave period.

16.05 It is understood that all employees may take Family Medical Leave in accordance with the provisions of the *Employment Standards Act* Section 49.1 as amended from time to time.

ARTICLE 17 - SALARY SCHEDULE

- 17.01 a) Salaries shall be paid in accordance with the salary schedule and shall be paid every two (2) weeks.
- b) Salaries will be paid in accordance with the number of hours worked in different job classifications.

ARTICLE 18 - HOURS OF WORK

- 18.01 a) The normal work week for full-time employees will be thirty-five (35) hours per week, consisting of seven (7) hours each day, Monday through Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or of days of work per week.
- b) The normal work week for full-time A-V and Computer technical employees will be thirty-seven and one half (37 1/2) hours per week, consisting of seven and one half (7 1/2) hours each day, Monday through Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or of days of work per week.
- c) i) The normal work-week for full-time Child and Youth Care Worker employees will be forty (40) hours per week, consisting of eight (8) hours each day, Monday through Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or of days of work per week.
- ii) The normal work-week for full-time Child and Youth Care Worker employees specifically assigned to a student, one-to-one, will be thirty-five (35) hours per week, consisting of seven (7) hours each day, Monday to Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or of days of work per week. It is understood that these Child and Youth Care Workers can be redeployed at any time during the school year at their normal rate of pay.
- iii) The normal work-week for full-time Educational Assistant employees working in five (5) period secondary schools (Resurrection, St Benedict and St, Mary) will be thirty two and one-half (32.5) hours per week, consisting of six and one-half (6.5) hours each day, Monday through Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or of days of work per week.
- iv) **Effective September 1, 2008**, the normal work-week for full-time Educational Assistant employees will be thirty (30) hours per week, consisting of six (6) hours each day, Monday through Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or

of days of work per week. The Board shall endeavor to, where required, establish Educational Assistants' positions of not less than fifteen (15) hours in any one location.

- d) i) **Effective September 1, 2011**, the normal work-week for full-time Educational Assistant employees will be thirty-two and one-half (32.5) hours per week, consisting of six and one-half (6 1/2) hours each day, Monday through Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or of days of work per week.
- ii) All Educational Assistant positions will be posted as 32.5 hours per week at either a single location or between two locations. Educational Assistants who transfer into a position at two locations will be entitled to paid travel time and mileage reimbursement in accordance with Board policy when travelling between the two locations on the same day.
- iii) Notwithstanding 18.01 c) vi), the Board may post up to five (5) half-time positions (sixteen and one quarter hours) in any one location. With mutual agreement of the parties, more than five (5) half-time positions may be posted in any one year.
- iv) The Parties agree that this change in hours is a result of the funding made available through the PDT agreement, dated May 27, 2008, for the purpose of increasing Educational Assistant hours of work.
- e) The normal work week for part-time employees will be twenty-four (24) hours or less per week as scheduled by the Board Monday through Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or of days of work per week.

- 18.02 a) The normal starting and stopping time span shall be between 7:45 a.m. to 5:00 p.m. with a one (1) hour lunch period. Such times will be arranged with the employee's immediate Supervisor. The supervisor will endeavour to provide an uninterrupted lunch period.

Employees working less than full time will not be scheduled a lunch period.

A starting time prior to 7:45 a.m. or a finishing time after 5:00 p.m. will occur only where there is mutual agreement between the immediate supervisor and the employee.

- b) Employee(s) will not be scheduled for shifts shorter than two (2) continuous hours unless specified in writing as a condition of employment.

- c) Employees may be scheduled to work outside of the normal starting and stopping times as outlined in Article 18.02 a) and d) respectively, provided the need for such shift was established in the posting.
- d) Employees who are required to work a shift where the majority of hours occur after 3:00 p.m. shall be reimbursed \$0.65 per hour for each hour worked.
- e) It is understood that staff will be scheduled a paid break in the morning and afternoon where the needs of the students are not compromised. In an elementary school, this is usually during recess; however, other times are acceptable with the approval of the immediate supervisor. At other locations, the breaks are flexible to the workplace.

Any issues arising regarding the scheduling of breaks to CUPE members will first be discussed at Labour/Management meetings. When such concerns are raised the Union will provide the Board with the name of the school(s) and member(s) experiencing the problems. The Board will investigate concerns and will review remedies after consultation with the Union.

- 18.03 Before any change of hours of work for an employee that would be implemented to be of a permanent change affecting the regular starting and stopping times of that employee, there will be at least forty-eight **(48)** hours prior notice to the employee by the appropriate Supervisor. The appropriate Supervisor will commit to writing the reason for this change.

This clause does not apply for emergencies.

This clause does not apply to employees required to work a schedule that must vary frequently depending on the need of the Supervisor. This need for flexible hours will be outlined to the employee in writing as a condition of that job, or, if known in advance, this will be outlined in the job posting.

- 18.04 Educational Assistants will be employed for the equivalent number of pupil teaching days and **P.A.** days.

ARTICLE 19 -OVERTIME

- 19.01 a) All approved time worked beyond the normal hours set out in Article 18.01 shall be considered overtime and shall be paid at the overtime rates in accordance with Article 19.03. All approved overtime hours will be paid at applicable overtime rates or taken in lieu at the overtime equivalent. The time at which any lieu time is taken must be mutually agreed to by the supervisor and the employee.

Where an employee is unable to use approved accumulated lieu time prior to the end of the school year (June) for 10 month employees and prior to the end of August for 12 month employees, the employee shall be paid out the balance of lieu time at the end of the school year (June) for 10 month employees and at the end of August for 12 month employees at the appropriate overtime rate.

- b) Employee(s) who are requested to work through their lunch period shall be paid time and one-half (1-1/2) for such work provided. As outlined in Article 18.02, all such overtime must be authorized beforehand by the appropriate Supervisor. Overtime will not be paid for work performed through the lunch period if the employee and the Supervisor had mutually agreed to another arrangement.

19.02 All such overtime work must be authorized beforehand by the appropriate Supervisor. Otherwise employees working beyond the normal hours set out in Article 18.01 will not be paid overtime rates, as outlined in Article 19.03.

19.03 Overtime rates shall apply as follows:

- (i) Overtime rates of one and one-half (1-1/2) the hourly rate shall apply as follows:
 - a) Hours worked over and above seven (7) per day for those employees whose normal hours of work according to 18.01 are 35 hours per week or less.
 - b) Hours worked over and above seven and one-half (7-1/2) per day for those employees whose normal hours of work according to 18.01 are 37 ½ hours per week.
 - c) Hours worked over and above eight (8) hours per day for those employees whose normal hours of work according to 18.01 are 40 hours per week.
- ii) Hours worked on Sunday and on paid holidays when not a regular scheduled work day: two (2) times the hourly rate.

ARTICLE 20 - PAID HOLIDAYS

20.01 a) All employees covered by this Agreement shall be paid for the holidays listed below, subject to conditions and exceptions as outlined in 20.01 (b), (i), (ii) and (iii):

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

- b) Floating Holiday in lieu of Remembrance Day to be taken during the Christmas break. It is understood that wages for the Floating Holiday will be earned as Remembrance Day and in accordance with the Employment Standards Act.
 - i) The employee is not absent without leave on the days he/she is scheduled to work immediately preceding and following the holiday.
 - ii) The employee is on an approved unpaid leave of absence on the day the employee is scheduled to work immediately preceding and/or following the holiday.
 - iii) Easter Monday and the Day before Christmas are paid holidays only if they are declared school holidays by the Ontario Government Ministry of Education.

- 20.02 The Civic Holiday will only be paid to employees who are normally scheduled to work on that day.
- 20.03 If any employee is requested to attend at her/his place of employment on any paid holiday for any reason, he/she shall be paid at the rate of *two* times her/his regular rate of pay for all time worked in addition to her/his regular pay for the paid holiday.
- 20.04 When a paid holiday as outlined above in Clause 20.01, with the exception of Easter Monday, and the Day Before Christmas, falls on a Saturday or Sunday, the Friday preceding the holiday or the Monday following the holiday, whichever is mutually agreed on, will be considered the holiday for all intents and purposes of this Collective Agreement.
- 20.05 If a paid holiday occurs during an employee's vacation period, the paid holiday will be added to the said vacation period.

ARTICLE 21 - VACATIONS

Twelve-Month Employees

All twelve-month employees covered by this agreement shall receive vacation pay as follows:

- 21.01 All employees who have completed less than one (1) year of service as of July 1st, shall be granted four percent (4%) of their gross salary for the vacation pay; it being understood that the employee may at her/his option take a vacation of one (1) or two (2) weeks during July or August.

- 21.02 All employees who have completed one (1) year or more of service as of July 1st shall be granted two (2) weeks vacation at their regular hourly rate of pay or four percent (4%) of their regular gross pay, whichever is greater.
- 21.03 All employees who have completed three (3) years or more of service as of July 1st shall be granted three (3) weeks vacation at their regular rate of pay or six percent (6%) of their regular gross pay, whichever is greater.
- 21.04 All employees who have completed nine (9) years or more of service as of July 1st shall be granted four (4) weeks vacation at their regular hourly rate of pay or eight percent (8%) of their regular gross pay, whichever is greater.
- 21.05 All employees who have completed fifteen (15) years or more of service as of July 1st shall be granted five (5) weeks vacation at their regular hourly rate of pay or ten percent (10%) of their regular gross pay, whichever is greater.
- 21.06 All employees who have completed twenty-five (25) years or more of service as of July 1st shall be granted six (6) weeks vacation at their regular hourly rate of pay or twelve percent (12%) of their regular gross pay, whichever is greater.
- 21.07 All employees going on vacation shall receive their appropriate pay prior to going on vacation, provided that at least three (3) weeks prior notice in writing is given.
- 21.08 Employees receiving two (2) weeks vacation or more shall take two (2) weeks during the months of July and August. Vacation entitlement over two (2) weeks shall be taken at a time mutually agreeable to the Board and employee. If conflict arises in assigning vacation periods, seniority shall rule.

Other Employees (Including Part-Time)

All other employees covered by this Agreement shall receive vacation pay as follows:

- 21.09 All employees who have completed less than one (1) year of service as of July 1st, shall be granted four percent (**4%**) of their gross salary for vacation pay.
- 21.10 All employees who have completed one (1) year or more of service as of July 1st shall receive vacation pay to be an amount equivalent to four percent (4%) of the total gross salary for the year for which the vacation is given.
- 21.11 All employees who have completed three (3) years or more of service as of July 1st shall receive vacation pay to be an amount equivalent to six percent (6%) of such employee's gross salary for the year for which the vacation is given.

- 21.12 All employees who have completed nine (9) years or more of service as of July 1st shall receive vacation pay to be an amount equivalent to eight percent (8%) of such employee's gross salary for the year for which the vacation is given.
- 21.13 All employees who have completed fifteen (15) years or more of service as of July 1st shall receive vacation pay to be an amount equivalent to ten percent (10%) of such employee's gross salary for the year for which the vacation is given.
- 21.14 All employees who have completed twenty-five (25) years or more of service as of July 1st shall receive vacation pay to be an amount equivalent to twelve percent (12%) of such employee's gross salary for the year for which the vacation is given.
- 21.15 All other employees (including Part-Time) shall receive their vacation percentage entitlement in each pay.
- 21.16 Gross salary for vacation pay purposes as mentioned above will be defined as:

All wages received as hourly rate, overtime, paid holidays, paid compassionate leave, previous year's vacation pay and paid sick leave.

ARTICLE 22 - SICK LEAVE

- 22.01 Deductions shall be made from the employee's sick leave account for the number of days absent, with salary, due to personal illness or according to any other provisions covered in this Collective Agreement. When the employee's sick leave account is exhausted, salary payments shall cease.
- 22.02 An employee will not be allowed further sick leave entitlement if not on active duty.
- 22.03 When a sick leave is claimed for any illness or accident, an employee may be required to furnish proof of illness on a form to be provided by the Board. This form will not be requested for a period of less than three (3) working days.

The Board may at any time, at their expense, ask an employee to be examined by a Medical Officer of the Board's choice.

- 22.04 When an employee is absent as a result of an accident while at work and as a result is awarded Workers' Compensation, the Board shall continue to pay the employee and claim all Workers' Compensation reimbursement cheques subject to the following conditions:

- a) The percentage difference between what the Board pays that employee and what the Board received from the Workers' Compensation Board shall be deducted from the unused sick leave days accumulated by the employee.
- b) When the unused sick leave days are exhausted, the Board shall remit all Workers' Compensation cheques to the employee.

22.05 At the expiration of an employee's leave benefits, the employee, at the Board's discretion, may be asked to receive from the Board's physician and the employee's physician statements which will indicate one (1) of the following:

- a) The employee should be able to resume her/his regular duties with the Board.
- b) The employee is sufficiently disabled that he/she is unable to carry out any duties with the Board and her/his employment should therefore be terminated. In the event the physicians' statement differs, a third medical opinion shall be obtained before making a decision.

The employer is prepared to grant a Leave of Absence for illness, at the discretion of the Senior Manager of Human Resource Services or a designate, for up to nine (9) months under the circumstances referred to in (a) above and will guarantee to hold the employee's position for that period of time. However, if at the expiration of the employee's Leave of Absence for illness, he/she is unable to resume her/his regular duties with the Board, and an alternative occupation is not open to her/him, her/his employment will be terminated.

22.06 If an employee leaves the employment of the Board during the year:

- a) The current year's sick leave entitlement will be pro-rated on the basis of equivalent time worked.
- b) Sick leave credits with the Board are cancelled.

22.07 Employee who have accumulated some sick leave and are subsequently cut back to a lower entitlement will be allowed to carry their sick leave accumulation with them.

22.08 a) All employees who work fifteen (15) hours but not more than twenty-four (24) hours per week will be entitled to an allowance of five (5) days for each calendar year to be credited on September 1st of each year.

Employees who begin or return to employment during the year shall be credited with sick leave days on the basis of one-half (1/2) day per month

beginning with the first day of the month worked following the date of hiring or return, and ending on June 30th of the current year.

Sick leave credits as of June 30th, in any year, in the account of each employee on the staff, together with all unused sick leave allowance shall be carried forward 100% as a credit to her/his account the following September 1st to a maximum of fifty (50) days.

- b) All employees who work more than 24 hours per week but less than 30 hours per week will be entitled to an allowance of 10 days for each calendar year to be credited on September 1st of each year.

Employees who begin or return to employment during the year shall be credited with sick leave days on the basis of one (1) day per month beginning with the first day of the month worked following the date of hiring or return, and ending on June 30th of the current year.

Sick leave credits as of June 30th, in any year, in the account of each employee on the staff, together with all unused sick leave allowance shall be carried forward 100% as a credit to her/his account the following September 1st to a maximum of one hundred (100) days.

- c) All employees who work 30 hours but less than 35 hours per week will be entitled to an allowance of 15 days for each calendar year to be credited on September 1st of each year. Employees who begin or return to employment during the year shall be credited with sick leave days on the basis of one and one-half (1-1/2) days per month beginning with the first day of the month worked following the date of hiring or return, and ending on June 30th of the current year.

Sick leave credits as of August 31st in any year, in the account of each employee on the staff, together with all unused sick leave allowance shall be carried forward 100% as a credit to her/his account the following September 1st to a maximum of one hundred and fifty (150) days.

- d) All employees who work 35 hours per week will be entitled to an allowance of 20 (24) days for each calendar year to be credited on September 1st of each year.

Employees who begin or return to employment during the year shall be credited with sick leave days on the basis of two (2) days per month beginning with the first day of the month worked following the date of hiring or return, and ending on June 30th of the current year.

Sick leave credits as of June 30th, in any year, in the account of each employee on the staff, together with all unused sick leave allowance shall

be carried forward 100% as a credit to her/his account the following September 1st to a maximum of two hundred 200 (240) days.

The bracketed amounts refer to employees working at least 4 weeks in July and August.

- e) Employees receiving sick leave under 22.08 (a, b &c) who work during July and August will receive a monthly pro-rata which if unused can become part of the applicable maximum as outlined in Article 22.08 (a, b or c).

22.09 **Quarantine**

An active employee shall be granted a leave of absence without loss of pay or sick leave credits as a result of being quarantined by order of the Medical Officer of Health from attending upon his/her duties. The Board has the right to request appropriate documentation in such circumstances.

This provision does not apply to employees on sick leave, unpaid leave or any other approved leave at the time of quarantine.

ARTICLE 23 - COMPASSIONATE LEAVE

- 23.01 In the event of a death of an employee's spouse, child, parent, step child or step parent the employee shall be granted such time off without loss of regular pay as may be required to enable the employee to have five (5) working days within an eight (8) calendar day period beginning with the date of death.
- 23.02 In the event of the death of an employee's sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, the employee shall be granted such time off without loss of regular pay as may be required to enable the employee to have three (3) working days within an eight (8) calendar day period beginning with the date of death.
- 23.03 In the event of the death of an employee's son-in-law, daughter-in-law, sister-in-law or brother-in-law, the employee shall be granted such time off without loss of regular pay as may be required to enable the employee to have one (1) working day within an eight (8) calendar day period beginning with the date of death.
- 23.04 One (1) day to attend a funeral may be granted at the discretion of the Senior Manager of Human Resource Services or a designate.
- 23.05 Employees may request approval from the Senior Manager of Human Resource Services or a designate for a Compassionate Leave for reasons not outlined in Article 23.01, 23.02, 23.03 and 23.04.

23.06 **Family Related Leave**

Short-term leave may be granted, at the discretion of the Human Resource Services Officer or designate, to an employee who must deal with family related issues. Such leave will not be unreasonably requested or denied. It is understood that for full time employees, up to *two* (2) days per school year may be charged against sick leave for this purpose. For part-time employees, one (1) day per school year may be charged against sick leave. Any additional approved time will be on an unpaid leave basis. These days are non-cumulative.

These days cannot be scheduled on the school days before or after a break (March, Christmas and Summer), vacation or statutory holiday.

ARTICLE 24 - GENERAL WELFARE PROGRAM

24.01 **Group Life Insurance**

The Board agrees to pay one hundred percent (100%) of the premium to provide a \$50,000 or 1.25% of salary, whichever is greater, of Group Life Insurance coverage and Dismemberment Insurance Plan, approved by the Board for each eligible employee as a condition of employment.

24.02 **Extended Health Care**

The Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan: Vision care \$250.00 and the cost of eye examinations to a maximum of \$75.00 every 24 months.

The Board agrees to provide Chiropractic coverage of \$30.00 per visit per person to a maximum of \$500.00 per year.

24.03 **Dental Plan**

- a. **Effective October 1, 2008** the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of **October 1, 2007**.
- b. **Effective September 1, 2009** the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of **September 1, 2008**.

- c. **Effective September 1 , 2010** the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of **September 1 , 2009**.
- d. **Effective September 1, 2011** the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of **September 1 , 2010**.

Major Restorative

- (e) The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$1,500.00 for active employees, adults and children.

Orthodontics

- (f) The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$2,500.00 for active employees, adults and children with a cap of \$1,000.00 per annum.

General

24.04 For the purpose of Article 24.01, 24.02, and 24.03, it is understood that all Board benefit coverage will cease at age 65. Effective December 13, 2006 eligible employees aged 65 and older will have access to the Ontario Drug Benefit (ODB) Program provided by the Ontario Ministry of Health and Long-Term Care.

For the purpose of Article 24.01, 24.02, and 24.03, employees working less than thirty-five (35) hours per week will be entitled to the benefits as outlined in those articles subject to the underwriting requirements of the carrier.

For employees working less than thirty-five (35) hours per week, the Board will contribute a pro-rated amount of the premium according to the hours worked in relation to thirty-five (35) hours per week.

24.05 Part or all of the increased contributions towards the above Extended Health, Dental Benefits, and Life Insurance Benefits will be covered by the E.I. Discount Return.

24.06 a) Every new employee must participate as a condition of employment in the Extended Health and Dental Plans as outlined in this Article. Notwithstanding

this provision, an employee may waive participation in these Plans by signing a waiver confirming they have coverage through some other means.

- b) Every new employee meeting the weekly hourly requirements for mandatory participation of the Long Term Disability (LTD) Plan must participate as a condition of employment in the LTD Plan. One hundred percent of the cost of LTD premiums will be borne by the employee.

24.07 An employee may participate in either/or both Extended Health or Dental coverage. If the employee participates in Extended Health and/or Dental coverage, he/she must do so on the same basis.

24.08 a) Employees whose employment has terminated will have their Life Insurance, Extended Health Care and Dental Insurance continued until the end of the month employed.

- b) Where employment has not terminated and the employee is not actively at work due to illness, accident, leaves, etc. and not receiving sick leave or Workers' Compensation, all benefit coverage will cease unless the employee elects to pay in full the cost of the benefits the employee had at the time salary stopped for a period of lesser of:

- i) the date salary begins
- ii) the date employment is terminated
- iii) eighteen (18) months
- iv) a period less than (i), (ii), or (iii) at the discretion of the employee.

This Article 24.08 (b) does not apply for employees who are not receiving a salary and not actively at work due to the scheduled school breaks.

24.09 The Board shall make the Canada Savings Bonds-Payroll Savings Program available for purchase through the Board-approved payroll deduction plan.

24.10 The Board reserves the right to tender employees' benefits at any time providing that the level of benefits is not decreased.

24.11 Where an employee was receiving general welfare benefits under Article 24.01, 24.02 or 24.03 and the employee retires prior to age 65, the Board shall allow a retired staff member to participate in the Retiree Benefit Plans (Benefit Plans as they existed prior to October 1, 2004) provided that:

- a) the staff member is receiving a pension from the *Ontario Municipal Employees Retirement System* (OMERS) or the Canada Pension Plan (CPP)

- b) the cost for the benefits are paid at the employee's own expense
- c) the continuance of this privilege is contingent on the willingness of the insurer to provide this privilege.
- d) the employee is not over the age of 65
- e) it is understood coverage cannot continue beyond the age 65

24.12 Where a retired employee while participating in the Retiree Benefit Plans in 24.11 dies before his/her 65th birthday, the Board shall allow the spouse, and dependent children of a deceased staff member, to continue participation in the Retiree Benefit Plans up to the date when the deceased staff member would have turned 65, providing the spouse or dependent children pay(s) the full amount in a manner approved by the Human Resource Services Office. Participation is subject to the conditions of the Plans and the requirements of the carrier(s) at the effective date(s). It is understood coverage cannot continue beyond the date the deceased staff member would have turned 65.

ARTICLE 25 - PENSION PLANS

25.01 The Board will contribute to the present Ontario Municipal Employees' Retirement System Plan (O.M.E.R.S.) in accordance with the Acts and Regulations governing the Plan.

ARTICLE 26 - JURY DUTY

26.01 Time will be allowed with no loss of pay for an employee called for jury duty or subpoenaed as a crown witness. In such instances, the employee will receive full pay from the Board and in turn will turn over to the Board all remuneration received for jury duty or witness service. The Board may require the employee to furnish a certificate of service signed by the Clerk of the Court.

ARTICLE 27 - GENERAL

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

27.02 It is understood and agreed that the Board will recognize for all purposes including the terms of this Collective Agreement, the prior service of all its employees in the individual Boards now comprising the Waterloo Catholic District School Board and now coming under the scope of this Bargaining Unit, providing there was no break in employment.

- 27.03 When a school or building is closed because of severe weather or other unforeseen reasons, all employees affected will be allowed necessary leave of absence without loss of pay until their school or building is reopened. In rare cases where a school or building is not reopened, the employee may be requested to report to work at a different location.
- 27.04 a) The Employer will provide, at its expense, copies of the new Collective Agreement to all employees covered by this Agreement within thirty (30) calendar days after the Agreement has been signed.
- b) The Employer will provide the Union with an electronic version of the Agreement after it is signed.
- 27.05 The administration of medication to students will be carried out in accordance with the provisions of *The Ministry of Education - Policy/Program Memorandum No. 81, Provision of Health Support Services in School Settings* as amended from time to time and The Waterloo Catholic District School Board Administrative Procedure APH004. No employee shall be required to carry out such duties without first receiving appropriate instruction or training.
- 27.06 Employees will be paid mileage in accordance with Board Policy.
- 27.07 Retroactivity on wages shall apply to current employees covered by the terms of this collective agreement, to employees who have retired during the collective agreement term, to employees on an approved leave of absence, to the estate of an employee who has deceased during the term of the collective agreement, and to an employee who has terminated their employment during the term of the collective agreement in each case prorated according to the hours paid since the effective date of the newly negotiated increases.
- 27.08 CUPE employees will not be required to accompany students on overnight visits as part of their regular duties.
- 27.09 When the employer is aware that an employee is being investigated arising from the performance of duties as an employee for the Board, or is charged with a criminal offence arising from the performance of the duties as an employee for the Board, the Board agrees to inform the President of the Local unless they are legally restricted from disclosing the matter.

The Union will be provided with an opportunity to meet with the employee and the employer.

The Board will determine if it would be appropriate for the employee to remain in her/his present position(s) while the matter is being investigated. Where the Board determines that the employee should be removed from their position, the

Board may choose to place the employee in another position or may assign the employee to home with no loss of pay or benefits until the investigation is concluded.

ARTICLE 28 - HEALTH AND SAFETY

- 28.01 The Union shall elect a Health and Safety Committee of one (1) employee plus an alternate.
- 28.02 The Employer shall recognize and deal with the Health and Safety Committee on matters relating to the current Occupational Health and Safety Act.

ARTICLE 29 - BULLETIN BOARDS

- 29.01 The Board will provide a bulletin board for the purpose of posting union notices. All such notices must be submitted to the Senior Manager of Human Resource Services or her/his designate for approval before they are posted. Such approval will not be unreasonably withheld.

ARTICLE 30 - NOTICES

- 30.01 Each employee shall keep the Human Resource Services Office informed of her/his current address and telephone number.
- 30.02 All communications between the parties shall be addressed to:
- a) Senior Manager_of Human Resource Services
 - b) President and the Secretary of the Local
 - c) Representative of C.U.P.E. to the Union Office (Kitchener)
 - d) Human Resource Services Officer

ARTICLE 31 - STAFFING FORMULA

31.01 **Staffing Formula:**

Effective September 1, 2008 to December 31, 2012, Library Technicians, Secondary Secretarial, Elementary Secretarial and Youth Care Workers will be staffed each school year using the following staffing formulas:

School year staffing will be carried out in accordance with Article 13.

i. **Library Technicians**

Effective September 1, 2008

Schools of 275 Students or Over = 1.0 FTE Library Technicians
Schools Under 275 Students = 0.5 FTE Library Technicians

1.0 FTE = 35 hours/week, 41 weeks per year

Technicians that have two library technician assignments that travel between two schools in one day will be paid mileage in accordance with Board policy.

ii. **Elementary School Administrative Assistants**

Effective September 1, 2008 to September 1, 2009

Enrolment	Administrative Assistant Hours	FTE (based on 35 hrs/wk)
0 – 450.5	35	1.00
451- 650.5	52.5	1.50
651- 900.5	70	2.00
901	87.5	2.50

The first 35 hours of administrative assistant time will be based on the assignment of an Administrative Assistant – Lead (Elementary). Any additional hours above 35 will be assigned as an Administrative Assistant (Elementary) position.

In addition to the formula above, schools with an enrolment between 351 and 450.5 will be provided with 35 hours of overtime per school year to be assigned by the supervisor.

Effective September 1, 2009 to August 31, 2012

Enrolment	Administrative Assistant Hours	FTE (based on 35 hrs/wk)
0 – 450.5	35	1.00
451- 600.5	52.5	1.50
601- 900.5	70	2.00
901	87.5	2.50

The first 35 hours of administrative assistant time will be based on the assignment of an Administrative Assistant – Lead (Elementary). Any

additional hours above 35 will be assigned as an Administrative Assistant (Elementary) position.

In addition to the formula above, schools with an enrolment between 275 and 350.5 will be provided with 35 hours of overtime per school year to be assigned by the supervisor.

In addition to the formula above, schools with an enrolment between 351 and 450.5 will be provided with 45 hours of overtime per school year to be assigned by the supervisor.

Effective September 1, 2009, Administrative Assistant – Lead (Elementary) will work a 43 week work year with one additional week added to the end of the school year.

iii. Child/Youth Care Workers

Secondary

Enrolment - 600+ Students	=	1.0 FTE
Enrolment - 1200+ Students	=	1.5 FTE
Enrolment - 1800+ Students	=	2.0 FTE

Elementary

Staffed centrally based on system needs.

iv. Secondary School Administrative Assistants

Effective September 1, 2005 to August 31, 2007:

Based on the enrolment projected for the following school year, secondary secretarial staff will be allocated on the basis of 9.2 hours per student, to arrive at a calculated number of hours divided by 1,435 hours to determine a calculated FTE, which will be rounded to the nearest 0.5 FTE, with a minimum FTE for a secondary school over 500 students of 6.0 FTE.

1.0 FTE = 35 hours/week, 41 weeks per year

Effective September 1, 2007 to August 31, 2012

Based on the average daily enrolment (ADE*) projected for the school year, secondary secretarial staff will be allocated on the basis of 9.2 hours per student to determine a calculated number of total hours allocated for the school year.

Based on school needs, the principal will be responsible to determine the

distribution of the allotted secretarial hours over the school year. Positions will be limited to either full time or part-time hours per week (35 or 17.5 hours per week). Confirmation of positions will be provided to Human Resource Service at the end of the second week of school in each year. Principals will have the ability to bank **up** to a maximum of 717.5 hours (0.5 FTE) for secretarial overtime and or for peek period secretarial assistance as required. These hours will be available exclusively for secretarial assistance and will not be cumulative from year to year.

*Calculation of ADE will be carried out as follows:

The Full Time Equivalent (FTE) number of secondary students at each school as of the end of the second week of the school year will be used as the base for calculating the ADE for the year. The FTE figure will be used to project the ADE for October and for March of that school year. The projected ADE for October and March will be used to determine the ADE for each school for the school year.

e.g. FTE at the end of the second week of school year = 1000

ADE for October = 990

ADE for March = 940

ADE for the year = $(990 + 940) / 2 = 965$

ADE for the year = 965

1.0 FTE = 35 hours/week, 41 weeks per year

ARTICLE 32 - DURATION OF AGREEMENT

32.01 This agreement shall be for a term commencing on **September 1, 2008** and ending **August 31, 2012** and thereafter shall continue from year to year unless either party gives notice in writing to the other not less than thirty (30) or more than ninety (90) days prior to the expiry date hereof the party's intention to revise, modify or terminate this Agreement. In the event of notice being given, negotiations with a view to arranging a new Agreement shall begin within fifteen (15) working days unless there is mutual agreement for extension.

**Agreed on Behalf
of the Union**

Hether Shasick

Anne Schleit

Susan Helm

Gaynell Dewling

Joanne Delaney

W. M. M. M.

Date: *June 2/09*

**Agreed on Behalf
of the Board**

Rozalane

[Signature]

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Cornio Lth

David Fedyna

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Date: *June 2, 2009*

CUPE SALARY SCHEDULE Appendix A

LEVEL I	START	6 MOS.	12 MOS.	18 MOS.	24 MOS.
<i>Effective September 1, 2007</i>	\$17.99	\$18.24	\$18.50	\$18.76	\$19.03
<i>Effective August 31, 2008 - 0.7% Base Rate</i>	\$18.12	\$18.37	\$18.63	\$18.89	\$19.16
<i>Effective September 1, 2008 +3%</i>	\$18.66	\$18.92	\$19.19	\$19.46	\$19.74
<i>Effective September 1, 2009 +3%</i>	\$19.22	\$19.49	\$19.76	\$20.05	\$20.33
<i>Effective September 1, 2010 +3%</i>	\$19.79	\$20.07	\$20.36	\$20.65	\$20.94
<i>Effective September 1, 2011 +3%</i>	\$20.39	\$20.67	\$20.97	\$21.27	\$21.57
Foundation Clerk Lunch Supervisor Educational Assistant (Classroom Support)				Summer School Helper Supply Dispatch Clerk	
LEVEL II	START	6 MOS.	12 MOS.	18 MOS.	24 MOS.
<i>Effective September 1, 2007</i>	\$18.76	\$19.02	\$19.29	\$19.57	\$19.85
<i>Effective August 31, 2008 - 0.7% Base Rate</i>	\$18.89	\$19.15	\$19.43	\$19.71	\$19.99
<i>Effective September 1, 2008 +3%</i>	\$19.46	\$19.73	\$20.01	\$20.30	\$20.58
<i>Effective September 1, 2009 +3%</i>	\$20.04	\$20.32	\$20.61	\$20.90	\$21.20
<i>Effective September 1, 2010 +3%</i>	\$20.64	\$20.93	\$21.23	\$21.53	\$21.84
<i>Effective September 1, 2011 +3%</i>	\$21.26	\$21.56	\$21.87	\$22.18	\$22.49
Media Clerk Teaching Assistant (ESL) Receptionist (Continuing Education) Mail Clerk Teaching Assistant (JK/SK)				Receptionist (Education Centre) Administrative Assistant (Cooperative Education) File Clerk (Human Resources Services) Library Assistant	
LEVEL III	START	6 MOS.	12 MOS.	18 MOS.	24 MOS.
<i>Effective September 1, 2007</i>	\$19.40	\$19.68	\$19.96	\$20.24	\$20.53
<i>Effective August 31, 2008 - 0.7% Base Rate</i>	\$19.54	\$19.82	\$20.10	\$20.38	\$20.67
<i>Effective September 1, 2008 +3%</i>	\$20.13	\$20.41	\$20.70	\$21.00	\$21.29
<i>Effective September 1, 2009 +3%</i>	\$20.73	\$21.02	\$21.32	\$21.63	\$21.93
<i>Effective September 1, 2010 +3%</i>	\$21.35	\$21.66	\$21.96	\$22.28	\$22.59
<i>Effective September 1, 2011 +3%</i>	\$21.99	\$22.31	\$22.62	\$22.94	\$23.27
Administrative Assistant (Facilities) Administrative Assistant (Maintenance) Printing Technician Administrative Assistant - Attendance (Secondary) Administrative Assistant (Secondary) Administrative Assistant (Elementary)				Administrative Assistant (Program/Student Services) Assessment Clerk Educational Assistant (Remedial) Educational Assistant (Visually Impaired)	

LEVEL IV	START	6 MOS.	12 MOS.	18 MOS.	24 MOS
<i>Effective September 1, 2007</i>	\$19.90	\$20.18	\$20.47	\$20.76	\$21.05
<i>Effective August 31, 2008 - 0.7% Base Rate</i>	\$20.04	\$20.32	\$20.61	\$20.91	\$21.20
<i>Effective September 1, 2008 +3%</i>	\$20.64	\$20.93	\$21.23	\$21.53	\$21.84
<i>Effective September 1, 2009 +3%</i>	\$21.26	\$21.56	\$21.87	\$22.18	\$22.49
<i>Effective September 1, 2010 +3%</i>	\$21.90	\$22.21	\$22.52	\$22.84	\$23.17
<i>Effective September 1, 2011 +3%</i>	\$22.55	\$22.87	\$23.20	\$23.53	\$23.86

Brail Transcriber
Administrative Assistant – Finance (Secondary)
Educational Assistant
Catalogue Technician
Administrative Assistant to Principal (Education Centre)
Administrative Assistant – Guidance/SAS (Secondary)
Administrative Assistant (Continuing Education)
Speech & Language Assistant
Education Assistant (Outdoor Education)
Intervenor for Visually and Hearing Impaired

LEVEL V	START	6 MOS.	12 MOS.	18 MOS.	24 MOS
<i>Effective September 1, 2007</i>	\$21.44	\$21.74	\$22.05	\$22.37	\$22.68
<i>Effective August 31, 2008 - 0.7% Base Rate</i>	\$21.59	\$21.89	\$22.20	\$22.53	\$22.84
<i>Effective September 1, 2008 +3%</i>	\$22.24	\$22.55	\$22.87	\$23.20	\$23.53
<i>Effective September 1, 2009 +3%</i>	\$22.90	\$23.23	\$23.55	\$23.90	\$24.23
<i>Effective September 1, 2010 +3%</i>	\$23.59	\$23.92	\$24.26	\$24.62	\$24.96
<i>Effective September 1, 2011 +3%</i>	\$24.30	\$24.64	\$24.99	\$25.35	\$25.71

Accounting Clerk
Accounting/Pensions Clerk
Catalogue Technician (Lead)
Production Technician
Media Technician
Payroll Clerk
Sign Language Interpreter
Purchasing/Expediting Clerk
Administrative Assistant – Lead (Co-op)
Administrative Assistant – SAS (Secondary School)

LEVEL VI	START	6 MOS.	12 MOS.	18 MOS.	24 MOS
<i>Effective September 1, 2007</i>	\$21.67	\$21.97	\$22.29	\$22.60	\$22.92
<i>Effective August 31, 2008 - 0.7% Base Rate</i>	\$21.82	\$22.12	\$22.45	\$22.76	\$23.08
<i>Effective September 1, 2008 +3%</i>	\$22.47	\$22.79	\$23.11	\$23.44	\$23.78
<i>Effective September 1, 2009 +3%</i>	\$23.15	\$23.47	\$23.82	\$24.15	\$24.49
<i>Effective September 1, 2010 +3%</i>	\$23.84	\$24.17	\$24.53	\$24.87	\$25.22
<i>Effective September 1, 2011 +3%</i>	\$24.56	\$24.90	\$25.27	\$25.62	\$25.98

Administrative Assistant – Lead (Elementary)					
Child & Youth Worker (Itinerant)					
Child & Youth Worker (Secondary)					
Payroll Clerk (Lead)					
Computer Network Technician					
Administrative Assistant – Lead (Con Ed)					
Transportation Technician					
Administrative Assistant – Lead (Secondary)					
Administrative Assistant - Lead (Elementary)					
Library Technician					
LEVEL VII Rates adjusted for Pay Equity in 2007	START	6 MOS.	12 MOS.	18 MOS.	24 MOS
<i>Effective September 1, 2007</i>	\$24.83	\$25.17	\$25.53	\$25.88	\$26.24
<i>Effective August 31, 2008 - 0.7% Base Rate</i>	\$25.01	\$25.36	\$25.72	\$26.07	\$26.43
<i>Effective September 1, 2008 +3%</i>	\$25.76	\$26.12	\$26.49	\$26.85	\$27.22
<i>Effective September 1, 2009 +3%</i>	\$26.53	\$26.90	\$27.28	\$27.66	\$28.04
<i>Effective September 1, 2010 +3%</i>	\$27.33	\$27.71	\$28.10	\$28.49	\$28.88
<i>Effective September 1, 2011 +3%</i>	\$28.15	\$28.54	\$28.94	\$29.35	\$29.75

Child & Youth Worker (Intensive Support)					

CSudents will be paid \$8.50 per hour.

WATERLOO CATHOLIC DISTRICT SCHOOL BOARD

EDUCATIONAL EXCURSION REQUEST FORM

NOTE: THIS FORM IS COMPLETED FOR ALL EXCURSIONS. A COPY IS TO BE SENT TO THE SCHOOL SUPERINTENDENT FOR ALL EXCURSIONS.			
SCHOOL:			
DESTINATION:			
DATES and TIMES:	Date:	Departure:	Return:
NUMBER OF STUDENTS:			
NUMBER OF SUPERVISORS:			
GRADE LEVELS OF STUDENTS:			
COST:			
TRANSPORTATION:			
ACCOMMODATION:			
TRIP CO-ORDINATOR:			
EXCURSION OUTCOMES:			
ITINERARY: (if Sunday is included indicate liturgical arrangements)	(if insufficient space, attach itinerary)		
QUALIFICATIONS/EXPERIENCE OF SUPERVISORS (if high risk, list qualifications of supervisors)	If required : Expected Educational Assistant hours for the day: _____ (Hours worked during the day will be recorded on the timesheets. All applicable Collective Agreement overtime provisions will apply.)		
CONTACT:(name and telephone number at Location/destination visited)			
PROVISION FOR OUT-OF-CANADA (if applicable) (Submit two months in advance)			

I verify that the Excursion Policy is being followed in the planning, organization and execution of this trip:

_____	Trip Co-ordinator	Trip Supervisors:
_____	Programme Head (where required)	1. _____
_____	Principal	2. _____
_____	Superintendent	3. _____
		4. _____
		(if insufficient space for all supervisors, attach list)

DISTRIBUTION: Trip Co-ordinator, Principal, Superintendent, Support Staff.

Letter of Agreement – IEP

It is the responsibility of teachers to develop programs for students. Educational Assistants, C.Y.C.W.'s and Speech and Language Assistants may be consulted as necessary and appropriate to provide relevant information.

Everyone involved with the student should be made aware of the pertinent information within the IEP as it relates to their assignment.

Letter of Understanding - Accompanying Students on School Trips

When school trips are planned, it will be the responsibility of the principal to provide all involved CUPE staff participating in the trip with a copy of the approved Educational Excursions Request Form a minimum of 48 hours in advance of the date of the scheduled trip. All hours worked by the employee(s) on the trip will be paid in accordance with the provisions of Articles 17, 18 and 19 of this Collective Agreement.

The "Educational Excursion Request Form" (Appendix B) is attached for information. It is understood that the content of this form may be changed from time to time.

Letter of Intent – Educational Assistant Transfer Process

Issues that arise that may require a transfer of an Educational Assistant during the school year will be addressed on an individual basis through Labour/Management meetings. Arrangements when warranted will be made to transfer an Educational Assistant to a temporary assignment as mutually agreed by the parties.

It is further understood that issues that arise from the transfer process as identified in 15.09 will be discussed at Labour/Management. Any resolution of these issues will be reached through mutual agreement.

A review of the process will be carried out in March of each year of this agreement to determine improvements or concerns with the process.

Letter of Understanding – Educational Assistant Surplus

If within five (5) weeks of the transfer date, a full-time Educational Assistant opening reoccurs within a location where a full-time Educational Assistant position was deemed surplus, the affected employee will be given the opportunity of returning to the location. The employee will inform the Human Resource Services Officer, via email, of their intentions to accept or decline the offer to return to the previous location within 24 hours of being given notice of the opportunity to return. Should the employee accept the position, the vacated position will be filled in accordance with Article 15.09, #14, Second Step procedure.

Letter of Intent - Educational Assistant Workload

The parties agree to form a joint committee by March 2009 to review the Educational Assistant workload in elementary and secondary schools. The committee shall consist of three members from the union and three members from the Board.

The mandate of the committee will be to review the current workload of Educational Assistants in the school system. Based on this review, the committee will develop recommendations regarding the support needs and will forward these recommendations to the Superintendent responsible for Special Education. The Superintendent will review the recommendations and will prepare a report to be reviewed by the Planning and Priorities Committee. The Superintendent responsible for Special Education will act on the recommendations approved by the Planning and Priorities Committee.

Letter of Understanding – Lunch Schedules

It is agreed that effective September 1, 2008 to August 31, 2012, that lunch schedules for staff required to provide supervision duties will be prepared using the following guidelines:

A maximum of a one (1) hour unpaid lunch period with a minimum of thirty (30) minutes uninterrupted time will be scheduled for all full time employees. Such times will be arranged with the employee's immediate Supervisor.

Where the schedule produced by the principal is in excess of the normal hours of work of the employee or where the scheduling of the 30 minute uninterrupted lunch is not provided, the staff member will forward the schedule to the Union President. The Union President will bring the matter to the attention of the Human Resource Services Officer. Where the schedule is in violation of the Collective Agreement or an individual has been scheduled an unreasonable split, the Human Resource Services Officer will take action to bring the schedule into line with the provisions of the Collective Agreement.

Letter of Understanding - Breaks and Lunch Schedules for Educational Assistants

The Board will in-service administrators on the requirements to schedule breaks in accordance with Article 18.02 e) following ratification of this agreement. Further, administrators will be in-serviced regarding the scheduling of a one hour lunch for all Educational Assistants. All information communicated to the administrators will be forwarded to Educational Assistants for their information.

Letter of Understanding- Educational Assistant Staffing

- a) The parties acknowledge the commitment of the Board to changes in Educational Assistant hours as noted in Article 18.01. In light of the Government's intention, conditional upon the approval of the Lieutenant-Governor-in-Council, to increase the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% in 2011-2012, the Board commits to allocating all of the funds received for this purpose in 2011-2012 to support the changes to increasing all EAs up to a six and one-half (6 ½) hours work day. In addition, the funds will be used to create full time jobs and limit the number of half-time positions to the level supported by the additional funding.

The parties agree to review the implications of moving to the new schedule of six and one-half hours a day for Educational Assistants in September 2011 through the Labour Management Committee. The parties agree to review issues such as, but not limited to:

1. the impact on the transfer process;
2. the impact of individuals wishing to remain at half time;
3. the transition of the introduction of the new hours in order to minimize the impact on current staff;
4. Any other issue arising from the implementation of the new hours.

The parties will review all issues and decisions will be made by consensus before implementation.

- b) The Board will share the financial analysis and calculations of the PDT allocation for Educational Assistants with the Union each year. Where the full amount of funds available for this purpose have not been spent or additional funds are made available by the Ministry for this purpose, the parties will meet to review the feasibility of increasing the number of hours worked by Educational Assistants up to 7 hours per day, subject to the remaining funds available under this enhancement.

Letter of Intent – Use of Board e-mail

The Board will maintain a mutually acceptable process for providing internet access to the Union for literature distribution to its members.

Letter of Understanding - Student Supervision

Preamble: It is the responsibility of all staff who work with or interact with students to engage in supervision of student(s) during the course of the school day. It is the

responsibility of the teacher(s) or principals(s) to provide curriculum instruction to students and carry out discipline. Levels of supervision that are necessary are determined by the situation at hand and require the exercise of good judgement and common sense. Due to the nature of working with students, it is not possible to create concrete lines of supervision responsibility for any staff. However, the Board will take steps to address the following issues:

1. **Supervision of students for disciplinary purposes**
 - Reasonable effort will be made to assign disciplinary supervision of students to teaching staff in the classroom when possible.
 - Where mutual agreement is reached between the principal, vice principal or principal designate and the CUPE staff member, such supervision will be permitted with the understanding that any problems that arise during the period of supervision are to be reported to the principal/teacher for action.
2. **Supervision of students in the library**
 - Arrangements will be made in advance when teachers intend to send individuals or small groups of students to the library for independent work. It is the responsibility of the teacher to provide the instruction to said students prior to being sent to the library. Library Technicians will be responsible to supervise students for the purpose of ensuring that proper library procedures are followed. When students breach the library procedures, students may be sent back to their classroom.
3. **Supervision of students during Grade 3 and 6 testing**
 - During grade 3 and 6 testing periods, where combined classes exist, Library Technicians will not be assigned primary supervision of the students from such classes that are not writing the test.
4. **Use of staff for emergency supervision**
 - All staff may be utilized for supervision in emergency situations.
5. **General Supervision**
 - The parties agree that educational assistants who are scheduled to work with students in a 1:1 assignment shall not be assigned general supervision duties while providing 1:1 assistance.
 - Where general supervision will be assigned the following protocol and order will be followed:
 - i) General supervision to be provided by teachers will be scheduled first to the maximum number of minutes permitted, as identified in their respective collective agreements;
 - ii) Additional supervision will be scheduled next with CUPE members hired with the supervision money provided in the PDT settlement;

- iii) If additional scheduled supervision is required, this will be scheduled equitably among all CUPE classifications that deal with students with the exception of Library Technicians in two assignments.
- iv) If additional scheduled supervision is still required, Library Technicians may be scheduled supervision on days where they are scheduled to work the full day at a school. Library Technicians who have two half time library technician assignments will not be required to provide general supervision on days when they are required to travel between their two schools.
- v) Administrative Assistants will not be required to provide general supervision.

6. Procedure for addressing supervision issues during the school year

- Any issues arising regarding the supervision duties assigned to CUPE members that are not noted above or concerns specifically regarding the equitable distribution of scheduled supervision amongst all classifications that deal with general student supervision will be reviewed at Labour Management meetings.

When such concerns are raised the Union will provide the Board with the name of the school(s) and member(s) experiencing the problems. The Board will investigate concerns and will provide remedies after consultation with the Union.

- Furthermore, the Board will meet with Representatives of the Union (up to 3 members) by the 2007/08 school year to establish guidelines for assigning supervision duties in accordance with this Agreement. Guidelines will be finalized and approved by the Superintendent of Human Resource Services no later than 2007/08 school year. The areas to be reviewed include:
 - CUPE members authority when required to supervise; Assigning supervision duties.

The guidelines will be in keeping with the Terms and Conditions of the Collective Agreement.

An annual review of the guidelines will be carried out and discussed with the above mentioned committee struck to establish guidelines. The Superintendent of Human Resources will consider revisions based on recommendations coming forth from the review.

Letter of Intent – 15.02 a) (4th posting)

In the event that a vacancy is created in level 5, 6 or 7 following the staffing of the two (2) vacancies of more than twenty-four (24) hours per week resulting from the filling of the original vacancy through the posting procedure in accordance with 15.02 a) (4th posting), the Board may consider posting the position internally. A discussion with the Union would occur prior to the said posting taking place. It is understood that there is no obligation for the Board to post the vacancy in such a manner. Each instance will be considered by the Board on an individual basis as the situation arises.

Letter of Understanding - Terms of Reference for the ongoing Pay Equity and Internal Equity Maintenance Plan

The parties agree to meet by February 15, 2009 to jointly develop Terms of Reference for the ongoing Pay Equity and Internal Equity Maintenance Plan.

Letter of Understanding - Leave Requests for Exceptional Circumstances

It is understood that for employees in positions that are less than twelve (12) months in the school year, vacations will be taken during break periods at Christmas, March Break and Summer. Notwithstanding this provision, employees in positions that are less than twelve (12) months in the school year may request a leave of absence for up to one week without pay for exceptional circumstances. The Board has sole discretion to grant such a leave of absence. A reply to the request will be provided within 10 days of receiving the request.

Letter of Understanding – Bereavement Leave – Exceptional Circumstances

In accordance with Article 23.01, 23.02 and 23.03, in the event that there are exceptional circumstances which prevent an employee from taking the prescribed number of working days within an eight (8) calendar day period beginning with the date of death, the employee may request consideration to take the day/days at a later date. Request for such consideration must be made to Human Resource Services within one week of the death of the relative.

It is understood that it is not the parties' intention to alter any current practice in applying or accessing this leave request.

Letter of Intent – Staff Training

When computer and reporting requirement training is provided for Administrative Support staff, at elementary schools where there is no Administrative Assistant - Elementary, the Board will schedule such training at times and locations that are free from distractions and interruptions.

Letter of Understanding – President’s Leave

The Board will provide an unpaid union leave of absence for the president, in addition to the 50% leave in article 7.03 (b), to a total of 100%.

The Board will continue to pay the wages and make any appropriate deductions for which it shall be reimbursed by the local Union. This will become effective upon ratification of the union.

The Board also agrees to supply a replacement for this time at the Board’s discretion. Upon completion of the President’s term of office she/he will return to the same classification and location held prior to their term of office subject to the terms of the Collective Agreement.

Letter of Understanding - Staffing Data

The Board agrees to provide to the Union upon request, a list of permanent and probationary FTE staff in the Bargaining Unit as of October of each year.

The information will include but not be limited to the following breakdown:

1. Job Classification;
2. Permanent / probationary staff FTE;
3. Grant driven staff;
4. Formula driven staff;
5. Board / department assigned staff.

The total FTE # as of October, 2008 is 525.442.

Letter of Intent – Elementary **Administrative** Assistants

The Board will place a temporary Administrative Assistant (Elementary) to maintain student attendance and provide receptionist duties on the first day of absence for the position of Administrative Assistant – Lead (Elementary). Replacements will be provided on the following basis:

1. During hours when students are in attendance.
2. During hours when Administrative Assistants (Elementary) are not scheduled to work.
3. Replacements will be assigned subject to availability of temporary staff.
4. Part-time Administrative Assistant (Elementary) may be utilized when temporary staff is not available.

Letter of Understanding: Provincial Discussion Table Agreement (PDT) - Violence in the Workplace Joint Task Group

The Parties recognize that in accordance with PDT agreement, the Ministry of Education will establish a Violence in the Workplace Joint Task Group to review, to examine and produce a report on the issues of workplace violence in schools, including:

- A review of exemplary policies and procedures that deal with the prevention of violence, the management of violent situations and the support to employees who have experienced violence;
- A review of pertinent legislation;
- The provision of appropriate training including the recognition, prevention and control of violent situations and physical intervention techniques;
- The role of the joint Health and Safety Committee.

To this end, the parties agree to establish a Joint Committee with up to three representatives from both the Employer and the Union within one month of the release of the report to the parties to review the results and recommendations. The Parties agree to review whatever modifications may be required to the Board's existing policies and procedures that may be necessary which reflect local circumstances.

Letter of Understanding – Group Benefits

In accordance with the PDT Agreement, all group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised within the parameters of the PDT agreement, will remain status quo for the 2008 to 2012 Collective Agreement.

Conditional upon the approval by the Lieutenant Governor-in-Council, to allocate funding enhancements effective in 2010-2011 the parties shall meet to determine the amount of funds allocated through the PDT to the Bargaining Unit for the purpose of benefit enhancements effective September 1, 2010.

Upon written request, the Board shall provide the Bargaining Unit with the requested disclosure of benefit information in order to inform decision making on benefit enhancements for September 1, 2010. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process for the Benefits as outlined in Article 6.

The Union shall have discussions with, and inform the Board of the benefit improvements that shall take effect September 1, 2010 on a go forward basis, as per the Provincial Discussion Table Agreement, May 27, 2008. It is understood that the Board's share of costs for said enhancements will not exceed the Government funding levels provided the Board in September 2010 for this purpose.

Letter of Understanding- Professional Development and Training

The Parties acknowledge the important skills and expertise that education support workers contribute to the School Board and their commitment to improving student achievement.

The Parties agree that:

Valuable professional development and training is informed by research and done in partnership with colleagues.

Members of the Bargaining Unit shall participate in Board-directed professional development and training scheduled during the work day.

The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a one-time \$17 million provincial allocation in the GSN in 2008-09 to enhance professional development and training opportunities for education support workers.

The Appendix, provided for in the PDT entitled "Professional Development and Training for Education Support Workers," provides the Board-by-Board projections of this funding enhancement in the 2008-09 school year.

The allocation of a CUPE Bargaining Unit's proportional share of the Ministry of Education's funding enhancements for Professional Development and Training for Education Support Workers in the GSN shall be the ratio between the CUPE Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-07 Financial Statements.

The Waterloo Catholic District School Board shall share the financial analysis and calculations of this allocation with the Union.

The Parties agree that there will be a mechanism in place to provide the Union opportunities to provide input into professional development and training, including the use of the above-mentioned funding enhancement to be fully used to provide additional professional development and training in 2008-09 and / or 2009-10 for CUPE members.

The Parties agree to establish a Committee consisting of three representatives from the Union and three representatives from the Board within 30 working days of ratification of this Agreement to review professional development issues and make recommendations for upcoming professional development opportunities for members.

Mutually agreed upon items will be forwarded to the Planning and Priorities group with a recommendation on timelines for implementation. It is agreed that all costs associated

with providing professional development will not exceed the level of actual funding provided by the Ministry of Education for this purpose through the PDT agreement.

Letter of Understanding – Provincial Discussion Table (PDT) Agreement Between OCSTA and CUPE

The Waterloo Catholic District School Board and the Canadian Union of Public Employees Local 2512 agree to fully comply with the conditions associated with the PDT Agreement dated May 27, 2008.

In the course of incorporating the PDT Agreements into the Collective Agreement, should there be any dispute between the parties regarding the intent of any of the provisions of the PDT Agreement, the parties agree to utilize, where needed, Facilitators Thomas Teahen, Moe Jacobs and / or Dominic Giroux, or their designate as assigned by the Government, to provide clarification. This shall not preclude unilateral requests by one of the parties to seek mediation or facilitation from a third party.

Letter of Understanding – Professional and Paraprofessional Support – PDT

Conditional upon the approval by the Lieutenant Governor-in-Council, to enhance the level of Professional and Paraprofessional Supports in the Elementary Pupil Foundation Grant as per Appendix “Professional and Paraprofessional” effective in 2009-2010, the parties shall meet to determine the classifications entitled for the funding, as determined by the PDT and the Ministry PDT facilitators if required, and the amount of funds allocated through the PDT to the Bargaining Unit.

The Board commits to carry out a review of the needs of the system in the classifications entitled for the funding, as determined by the PDT and/the Ministry PDT facilitators if required, and will allocate the funds available to hire CUPE staff. The Board will share the needs analysis with the Union and will consider recommendations before finalizing the new positions effective September 1, 2009.

Letter of Information: OMERS Definition of Contributory Earnings

In determining the definition of contributory earnings for OMERS calculation purposes, the Board will follow the definitions provided in the OMERS Administration Manual, Section 3.1.1 Contributory earnings defined-Primary Plan, as amended from time to time.

Section 3.1.1 Attached as **Appendix C**

3.1.1 Contributory earnings defined-Primary Plan

Effective January 1, 2002, contributory earnings must include all regular recurring earnings for all plan members except council members. See **Section 7 Council**

members. You **must** include the following:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service. See Section 6.3.3 Vacation pay and OTCFT members;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);

IMPORTANT

On an ongoing basis, some organizations pay a base salary plus an additional "bonus/incentive/performance" payment. Where such an additional payment is related to a previous year's performance target, the payment must be treated as earnings of the previous year, much like "retroactive pay."

The contribution rate is determined based on the year to which the earnings are assigned. The pension adjustment (PA) must be calculated and reported in the year the payment is made.

If the additional payment is related to measurements covering more than one calendar year or is paid more frequently than once per year, please contact OMERS See Example 2.

- market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (for example, flight allowance, canine allowance);
- pay for time off in lieu of overtime. See Example 1;
- pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- salary or wages for period of suspension where a member is reinstated with full

pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);

- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary. See Section 11 Leave periods and Section 13, Disability;
- salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (for example, educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The members pension will begin on the first day of the month following the revised retirement date. See Section 5 Credited service.

Overtime pay, expense reimbursements, pay in lieu of time off, and the value of

non-taxable benefits must be excluded from contributory earnings. Examples of **excluded** earnings follow:

- overtime pay (except pay for time off in lieu of overtime);
- retirement bonuses;
- severance pay;
- achievement or other one-time awards or bonuses;
- lump-sum payment in lieu of time off on the termination or death of a member;
- unused sick credits or vacation time where credited service cannot be extended. For example, credited service may not be extended beyond the date of death, and extension on a member's termination may cause an overlap of credited service with the pension plan of a new employer;
- one-time long service awards (not ongoing pay);
- retention bonuses (for example, Information Technology bonuses during Y2K transition);
- any money paid over regular wages for working a statutory holiday, regardless of when the extra pay is received. Overtime pay, see Example 1;
- overtime meal allowances;
- call-back pay (pay for hours worked when called in);
- vacation pay in lieu of vacation leave (for example, if you pay an employee an amount for vacation not taken);
- one-time bonuses (for example, signing bonuses);
- court pay for police officers;
- value of non-taxable benefits, including the Employer Health Tax;
- travel, or any other expense reimbursement;
- value of clothing paid for by the employer; and
- value of memberships, professional fees, or dues paid on behalf of employees.

Note that generally, it is the type of payment rather than the method of payment (for example, lump sum versus periodic) that determines whether a particular item is included or excluded.

IMPORTANT

The lists above reflect the more common types of compensation. They are not intended to be exhaustive since compensation practices vary widely from employer to employer. When you are determining whether an item should be included or excluded, use the following principles/guidelines:

- is the item a regular, ongoing part of the members compensation that is expected to normally occur each year? If so, that item should be included in contributory earnings. If not, the item should be excluded. For example, some taxable benefits are very short term in nature, such as computer loans, and are not expected to occur year after year. Therefore, they should not be included. On the other hand, some taxable benefits are expected to occur year after year and should be included in contributory earnings.
- premiums versus benefits if you have a taxable premium that is providing a regular, ongoing benefit, then the premium (and taxes if expressly included under Canada Revenue Agency rules) will form part of contributory earnings. Benefits paid as a result of this type of premium (that is, long-term disability payments) would be excluded.
- non-taxable benefits/premiums cannot be included in contributory earnings.

EXAMPLE 1
Statutory holiday pay

Months	Jan	Feb	Mar	Apr	May	Jun
Number of statutory holidays	1	0	0	1	1	0
Months.	Jul	Aug	Sep	Oct	Nov	Dec
Number of statutory holidays	1	1	1	1	0	1

Scenario 1 :

In 2003 the three individuals worked as firefighters. Their annual salaries were \$52,000.00. If a firefighter works the statutory holiday he or she will receive regular pay for the day worked plus overtime (total of regular and overtime pay is 1 1/2 times regular salary) plus the choice of either a day off in lieu or a lump sum payment of \$300.00 per day worked.

Person A

- Works every statutory holiday throughout the year (that is, 8 days) and takes 8 days off in lieu of having worked the statutory holidays. This individual receives a total of \$800.00 in overtime pay for working the statutory holidays.

Person B

- Works 6 statutory holidays throughout the year and chooses to receive a lump sum payment of \$1,800.00 for working the statutory holidays (instead of receiving a day off in lieu): This member also receives a total of \$600.00 in overtime pay for having worked the statutory holidays.

Person C

- Doesn't work any statutory holidays throughout the year.

Year	Contributory Earnings Person A	Contributory Earnings Person B	Contributory Earnings Person C
2003	\$52,000.00 (The overtime paid:\$800.00 is not included in the contributory earnings.) The member chose to take the time off in lieu for having worked the statutory holidays, therefore, the regular earning paid for the days off in lieu are included in contributory earnings.	\$52,000.00 (The overtime paid\$600.00 is not included in the contributory earnings.) The member chose to receive a lump sum payment for having worked the statutory holidays. In this case, the lump sum (\$1,800.00) cannot be included as contributory earnings since it is pay in lieu of Statutory holidays.	\$52,000.00 (This individuals contributory earnings reflect the same rate of pay as the other individuals.)

EXAMPLE 2
Ongoing bonus payments

Assume that Josh retired on December 31, 2005. The following chart shows the payments made to Josh during

Year	2001	2002	2003	2004	2005	2006
Base, earnings	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	0
Performance payment received	\$5,000	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000

Year	2001	2002	2003	2004	2005	2006
Base earnings	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	0
Achievement for previous year performance	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000	0
"Pensionable" Earnings	\$56,000	\$58,000	\$60,000	\$62,000	\$64,000	0

September 2007