

THIS AGREEMENT dated the 1st day of September, 1998,

B E T W E E N:

THE LAMBTON KENT DISTRICT SCHOOL BOARD,

(hereinafter called "the Employer")

as Party of the First Part,

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1238,

(hereinafter called "the Union")

as Party of the Second Part.

## **ARTICLE 1**

1:01 The general purpose of this Agreement is:

- (a) to maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) to encourage efficiency in operation;
- (c) to provide a means for the prompt disposition of grievances for all members;
- (d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

## ARTICLE II

### RECOGNITION

- 2:01 All the employees of the Lambton Kent District School Board, save and except Supervisors, persons above the rank of Supervisor, Executive Assistant, Administrative Secretary, Head Secretaries Secondary, Human Resources Secretaries, Bus Drivers, Indian Education Workers, School Nurses, Crossing Guards, Security Guards and Teachers as defined in the Education Quality Improvement Act, 1997.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## ARTICLE III

### MANAGEMENT RIGHTS

- 3:01 The Union recognizes the right of the Employer to hire, retire, direct, classify, transfer, promote, demote, lay-off and the right to discipline, suspend or discharge, for just cause any employee who has completed the probationary period and any probationary employee for any reason satisfactory to the Employer subject to the provisions in this Agreement, expressly governing the exercise of these rights and subject to the right of the employee concerned to lodge a grievance in a manner and to the extent herein provided. The Employer agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with the express provisions of this Agreement.
  - 3:02 (a) The Union recognizes the right of the Employer to manage its school system in accordance with its obligations and to make, enforce, and amend, from time to time, rules and regulations to be observed by employees, which rules and regulations shall be made available to employees and a copy mailed to the President of the Union.
  - (b) Publication of these rules and regulations does not mean or imply any limitation on the Employer from time to time, to add to, delete from, or amend any or all of the rules and regulations so published or presently existing.
  - (c) The employer may discipline, suspend and discharge a probationary employee provided the decision to discharge is not arbitrary, discriminatory or in bad faith or in conflict with any of the provisions of this agreement, and this shall constitute a lesser standard than just cause standard for discharge of such an employee for the purpose of the Labour Relations Act.

## ARTICLE IV

### DEFINITIONS

4:01 The purpose of this Article is to set out the definitions of certain terms used within this Agreement.

- 4:02 (a) "Permanent Employees" are those ten and twelve-month employees who are classified full-time or part-time and have successfully passed their probation period.

(b) Seniority date is defined as the first day on the job. However, for the purpose of the establishment of the first CUPE 1238 Seniority List, the Seniority date for current Lambton employees is the date of hire.

4:03 (a) "Temporary Employees" are those employees who are not required by the employer as permanent employees but are employed to replace permanent employees who are absent due to approved leave of absence per the Collective Agreement. Students, volunteers or government project employees will not be employed to perform duties normally performed or perceived to be performed by members of the bargaining unit. Students shall not be employed while permanent employees are on layoff.

- (b) (i) The rate paid to a temporary employee who is filling in for a full-time or part-time employee shall not be less than eighty (80) percent of the starting rate of pay for the job they are doing.

(ii) Other temporary employees hired to supplement the present workforce for a limited period of time (less than 30 days) shall be paid not less than eighty (80) percent of Level 1 of Schedule "A". These temporary employees will be enlisted from the seniority list of temporary employees.

(iii) Notwithstanding 4:03 (b) (i) and (ii), a student hired as a temporary employee may be paid the Ontario Minimum Wage.

- (c) In the event that a temporary employee is later hired on a permanent basis, due consideration to previous relevant experience with the Employer will be given. Such experience shall be evaluated by the Director of Human Resources or designate, and may result in a reduction in probationary period of up to twenty (20) working days. However, if

said employee has worked continuously with the Employer for a period of six (6) months, the probationary period may be waived. Seniority shall be acquired as provided in Article 10.

(d) In the event that a former employee of the employer is re-hired on a temporary basis to replace a permanent or probationary employee who is ill or on leave of absence, he/she shall be paid Step 1 of the level being paid to the employee for whom he/she is substituting.

Former employees on long term assignments over one (1) year in the same position would be eligible for a wage increase after completing six (6) months in each step.

(e) In the event that a former employee of the Employer is re-hired on a temporary basis for a special or additional project, he/she shall be paid the rate appropriate for the job.

(f) It is the intention of the parties to this Agreement that no employee who has acquired seniority under this Agreement and who is on a seniority list will be laid off work, or suffer any reduction in normal hours per week, or reduction in rate of pay, by reason of the Employer hiring temporary personnel under this Article.

(g) Co-operative Work Experience students shall work under the direction of a Board employee and shall not be used to fill in for a permanent or part-time employee.

4:04 (a) "Probationary" employees are those who are employed by the Board within the bargaining unit described in Article 2.01 who have not yet acquired seniority. Probationary employees shall be entitled to all rights and provisions of this Agreement save and except benefits, holidays and vacations.

(b) "Probation Period" is forty-five (45) working days during which the Employer has an opportunity to assess the new employee. If the new employee successfully passes the probation period he/she becomes subject to all terms and conditions of this Agreement. The employer will provide the employee with a written assessment.

(c) The Employer and the Union may mutually agree to shorten or extend the probation period of the probationary employee by a maximum of twenty (20) working days in extenuating circumstances.

- 4:05 "Part-time" employees are those permanent employees whose work week is twenty-four (24) hours per week or less. The provisions of Article 4:04 also apply to part-time employees and upon the successful completion of the probationary period they shall be entitled to the same conditions applicable to full-time permanent employees, except where amended as follows:
  - (a) Article 18: Holiday pay for part time employees shall be calculated based on

the average of the thirteen weeks preceding the public holiday, to conform with the Employment Standards Act. This pay will be applied to the holiday in addition to the employee's daily earnings in the week in which the holiday falls.

(b) Article 19: The week or weeks referred to in this Article will be based on the average number of hours per week normally scheduled for the part-time employee concerned.

(c) Article 20: Any day referred to in this Article is understood to be the number of hours normally scheduled for the employee concerned on the day involved.

(d) Article 21: A day, as referred to in this Article is understood to be based on the average number of hours normally scheduled for work per day for the part-time employee concerned.

(e) Article 22: Sick leave credits as referred to in this Article shall be based on a day being the average number of hours scheduled for work per day by the part-time permanent employee concerned.

(f) Article 24: For part-time permanent employees benefit premium participation for Term Life Insurance, Preventive Dental Care Plan and Extended Health is limited to one-half (1/2) of the premium payment paid by the Board for a permanent full-time employee. Vision Care benefit premium is 50% paid by the Board and 50% paid by part-time permanent employees. Employer Health Tax benefit is 100% paid by the Board.

## ARTICLE V

### DISCRIMINATION

- 5:01 The Employer and the Union and their agents agree that there shall be no discrimination, interference, restraint, or coercion by reason of membership or non-membership in the Union.

5:02 The Union, and/or its members, shall not, during the hours of employment or on the Employer's premises, conduct or attempt to conduct, Union activities except as hereinafter expressly provided.

5:03 Employees have a right to an environment that is free from discrimination, harassment and sexual harassment. Situations that arise will be dealt with in accordance with the appropriate Board policy and/or the Ontario Human Rights Code. Further, at no time shall an employee be removed from the area of the harasser who has been found guilty, without discussion amongst the parties.

5.04 The Employer will distribute a copy of the pertinent policy with each Collective Agreement.

## **ARTICLE VI**

### **UNION SECURITY**

- 6:01 All present members of the bargaining unit shall, as a condition of continuing employment, remain members in good standing of the Union according to the constitution and by-laws of the Union.

6:02 All future employees covered by this Collective Agreement shall, as a condition of employment, become and remain members in good standing of the Union.

6:03 The Employer agrees to inform all new employees of this Collective Agreement and present them with a copy of the Agreement at time of hire.

6:04 The Employer shall notify the Union in writing of each hiring, termination, promotion, demotion, leave of absence longer than four (4) weeks, transfer, suspension, letters of reprimand, discharge, letters of discipline, lay-off, recall from lay-off, new classification, obsolete or dormant positions, alteration of probation period, re-classification at the same time as the employee is so notified, provided that unintentional failure to notify the Union shall not nullify the action of the Employer or the Union's right to grieve, within the time limits, upon becoming aware of the action.

6:05 The Board may second a member of C.U.P.E. Local 1238, who will remain in the Union with all the rights and privileges, including no loss of pay, for any operational or training need.

6:06 Employee work appraisal forms, when completed, shall be discussed with the Employee who shall in turn sign to the fact that the Employee has received a copy of such completed form. Employees wishing to comment on the contents of the appraisal shall do so on the appraisal form. Employee work appraisal shall not be considered discipline.

6:07 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given in writing with a copy to the Union and all such notices shall be withdrawn from the employee's file after a period of 24 months from the date of issue, provided there has been no further disciplinary action during such period.

## **ARTICLE VII**

## CHECK-OFF OF UNION DUES

- 7:01 The Employer will deduct from the pay of each employee, who is covered by this Agreement, to whom any money is due in that pay period and who has attained seniority, his/her regular Union Dues and Special Union Assessments applicable to all members and authorized under the Union's constitution.

The Union will notify the Employer in writing of the amount of such dues, from time to time, and in the case of special assessments at least fifteen (15) working days' notification must be given.

7:02 All monies so deducted shall be remitted to the Treasurer of the Union not later than the 15th day of the month following the month in which such deductions are made, together with a list in triplicate of the names of all employees from whose pay, monies were so deducted. New members and terminated members shall be so indicated on the list. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of monies by the Employer pursuant to this Article.

7:03 One time each month the Employer will supply to the Treasurer of the Union a list of the names of all employees covered by this Agreement who were hired or whose employment was terminated during the previous month.

## ARTICLE VIII

### UNION REPRESENTATION

8:01 The Employer will recognize the following committees for the respective purposes shown:

- (a) "Negotiating Committee" shall consist of not more than six (6) employees for the purpose of negotiating amendments to this Agreement.
- (b) "Grievance Committee" shall consist of not more than four (4) employees for the purpose of processing grievances on behalf of the employees and the Union. Members of this committee will include the President, the Chief Steward and the specific Steward concerned with the grievance being processed.
- (c) "Labour Management Relations Committee" shall consist of not more than six (6) employees. This committee shall meet as requested by either party with representatives of the Employer, for the purpose of discussing matters pertaining to or arising out of this Agreement and other matters of mutual interest.

8:02 (a) The union shall have the right at any time to have the assistance or representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

(b) The employee shall have the right to have Union representation at any time while being formally disciplined or reprimanded.

- 8:03 The Union shall notify the Employer in writing of the names of its Officers and all members of these recognized committees and the Employer shall not be required to recognize any employees unless so notified.

8:04 All Officers and Committee members shall be permanent employees who have successfully completed probation, or temporary employees who have more than forty-five (45) days seniority.

8:05 Meetings between the Employer and any of the above Officers and Committee members shall be held at mutually agreed times. Where possible, statements outlining the matters for discussion should be exchanged in advance of the meetings.

8:06 The Employer will pay each employee, who is on any of the recognized committees, at his/her regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer provided the meeting has been called or sanctioned by the Board or one of its officials.

8:07 No employee, including stewards, shall leave his/her work on Union business without prior consent of the Superintendent of Business, or designate, which consent shall not be unreasonably withheld.

All regularly scheduled time reasonably spent by stewards in processing a grievance shall be paid at the stewards' regular rate of pay.

8:08 Official correspondence between the Union and Employer shall pass between the Union President and the Director of Human Resources or designate.

8:09 The Employer shall grant a maximum of fifty (50) days total per year, without pay, for the Executive Officers and/or selected members of Local 1238, in order to work on union related matters. The Union agrees to make the request of the Employer one (1) week in advance of such time being taken off. Allotted time and members will be at the mutual agreement of the C.U.P.E. Local 1238 President and the Director of Human Resources or designate.

## **ARTICLE IX**

### **STRIKES AND LOCKOUTS**



- 9:01 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any curtailment of work or in any strike or stoppages of work, or picket any of the Employer's premises during the period of this contract.

9:02 Likewise, the Employer will not cause or sanction a lockout of C.U.P.E. Local 1238 members during the period of this contract.

9:03 In the event that any employee group of the Board other than those covered by this Agreement, or members of another Union who are working on the Board's premises, engage in a strike and picket any of the Board's premises, the Board will endeavour to reassign affected employees to alternate work locations, if work is available, for the duration of the strike or lockout.

## **ARTICLE X**

### **SENIORITY**

- 10:01 Unless otherwise stated, as in Article 4.02 (b), seniority as used in this Collective Agreement shall mean length of service from the employee's first day on the job.

10:02 Seniority shall accrue from the first day on the job following being hired or rehired by the Employer or a Board over which this Employer now has jurisdiction.

10:03 An employee ceases to be an employee with the Board for any of the following reasons:

- (a) he/she resigns;
- (b) he/she is discharged and not reinstated through the grievance or arbitration procedure;
- (c) he/she fails to return from leave of absence, vacation or suspension unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control.
- (d) he/she is absent from work without permission for more than two (2) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
- (e) he/she fails to report to work after a lay-off within seven (7) calendar days after receiving delivery of notice of recall by registered mail to the last address of the employee of which the Employer has record, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the control of the employee. An employee is responsible for advising the Employer in writing of

his/her address from time to time while he/she is on lay-off;

(f) he/she is laid off for a period longer than thirty-six (36) consecutive months, with the exception that Educational Assistants shall retain their right of recall for sixty (60) months.

(g) he/she retires or is retired;

(h) he/she has been on indefinite leave of absence in accordance with Article 20:04 for a period of two (2) years.

10:04 (a) All new employees will be hired on a probationary basis for a period of forty-five (45) working days, subject to Articles 4:03 (c) and/or 4:04 (c).

(b) A new employee who successfully passes the probation period shall be listed by name and seniority date, on the seniority list and shall thenceforth be considered a permanent employee with all of the rights and obligations of this Agreement.

10:05 The selection and promotion of employees to positions outside the bargaining unit are not governed by this Agreement. In the event an employee is or has been promoted to any such position and is, within two (2) years, returned to a position within the bargaining unit, he/she shall be credited with the seniority attained at the time of his/her promotion but shall not accumulate further seniority during the period outside the bargaining unit and upon his/her return he/she shall be placed in a position consistent with his/her qualifications and seniority. The provisions of Article 11:09 will also apply to this Article.

10:06 The Employer agrees to provide, to the Union, as at June 15, 1998, in duplicate, plus one copy to each location, and then an accurate Seniority List by the 15th day of January and the 15th day of June of each year to include, employee name, job classification and seniority date. Disagreement regarding the Seniority List must be raised by January 31 and June 30 of each year or the list shall be deemed to be accurate.

#### 10:07 Lay-Off

- (a) Seniority shall be the determining factor in cases of lay-off subject to Articles 10:09 through 10:18.
- (b) A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement or the elimination of an encumbered position.
- (c) No full time employee under the Bargaining Unit shall be laid off by reason of his/her duties being assigned to one or more part time employees.
- 10:08 Notice of lay-off shall be in writing thirty (30) working days before the lay-off is

to take place and signed by a duly authorized representative of the Employer.

10:09 This lay-off process is qualified with the provision that individuals have the necessary skill, ability, and qualifications for the job in question.

- (a) When the position occupied by an employee has been identified as redundant, the employee has the right to be considered for placement in an alternate position by way of a bumping procedure based on seniority. However, to avoid the necessity for a prolonged bumping process, the Employer and the Union will work together prior to the bumping procedure to review requests for transfers which could alleviate some bumping.

(b) The employer will ensure that CUPE 1238 employees are notified of their right to request a transfer. The employer will record and maintain a file of all lateral transfer requests.

(c) First consideration will be given to lateral transfer requests from employees in schools being officially studied for potential closures, and employees who are subject to layoff for any reason. It is understood that during this agreement, a lateral transfer by a senior person, whose job has been declared redundant would supersede all posting provisions.

(d) Failing the above attempts, individuals would be able to institute the following bumping arrangement in the event of school closures and layoffs resulting in job loss.

- (i) At the employee's request, if the affected employee has the right, based on seniority to exercise the bumping provisions, the employer will assign the affected employee into another position for a period of up to one (1) year.

- (e) STEP A (i) Displace the least senior employee in the same job classification within the geographic boundaries of the predecessor board, who has the same or more number of hours per week; or;

(ii) Displace the least senior employee in the same job classification district wide, who has the same or more number of hours per week;

If this condition does not exist then;

- (f) STEP B (i) Displace the

least senior employee in their same occupational group in the same level within the geographic boundaries of the predecessor board, who has the same or more number of hours per week; or;

(ii) Displace the least senior employee in their occupational group in the same level district wide, who has the same or more number of hours per week.

If this condition does not exist then;

(g) STEP C (i) Displace the least senior employee within their occupational group, district wide, to a lower level in a sequential manner, (i.e. 5,4,3, etc.) who has the same or more number of hours per week.

If such condition does not exist then;

(h) STEP D (i) Displace the least senior employee in another occupational group, any job, district wide.

(i) OCCUPATIONAL JOB GROUP

- Custodial/Maintenance/Trades

Secretarial/Clerical

Educational Assistants

Study Room Supervisors

Behaviour Counsellors/Speech Pathologist

Information Technology Technicians

- (j) COMPARABLE JOB LEVELS
  - (i) CUPE 1238 Comparable to CUPE 1019, 986

C1 Custodian Senior Custodian/Lead Hand - Maintenance  
Mechanic/Utility person

C3 Custodian - Custodian

C2 Custodian - Cleaner

Maintenance - Maintenance

- (ii) CUPE 1238 Comparable to CUPE 1563

To Be Completed

- (iii) CUPE 1238 Comparable to former OSSTF Educational Assistants

E.A.'S Former OSSTF E.A.'S

D.A.'S Former OSSTF E.A.'S

DSW'S Former OSSTF E.A.'S

- 10:10 Employees who change jobs as a result of the layoff and resultant displacement procedure, shall be classified at the prevailing rate for the job they are doing, however, no employee who changes jobs shall suffer a reduction of hourly wages due to such procedure for a period of twelve working months.

10:11 Notwithstanding any other provisions of this Collective Agreement:

- (a) Employees who are Officers of the Union being President, Vice-Presidents, Secretary and Treasurer, Chief Stewards under Article 8.03, shall be the last to be laid off in the Union.

(b) Employees who are Committee members of the Union under Article 8.01 (d) shall be "next-to-last" laid off in the Union.

10:12 A grievance concerning a lay-off by reason of reduction in the work force may be taken up at Step 2 of the Grievance Procedure (refer to Article 12:03).

10:13 Recall from Lay-Off

- Seniority shall be the determining factor in cases of recall from lay-off so that the last person to be laid off will be the first person recalled, provided that the employee affected has the necessary skill, ability, and has the qualifications to do the work available.

10:14 Notice of recall shall be by registered mail directed to the last address of the

employee of which the Employer has record. Employees are responsible for notifying the Employer in writing regarding changes in mailing address.

10:15 An employee who fails to report for work within seven (7) calendar days after receiving delivery of notice of recall by registered letter shall cease to be an employee, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond control of the employee.

10:16 In case the Employer contacts a person who is on lay-off and requests him/her to come to work on a temporary basis and the person declines or does not report for work, the Employer shall then contact the next laid-off person, offering the temporary assignment, until all laid-off persons have had the opportunity for temporary assignments provided that each has the necessary skill, ability and qualifications, to do the work available. Such person by reason of declining this temporary assignment shall not lose his/her seniority rights under Article 10.03(e). The Employer may then hire outside the Union to do such temporary work.

10:17 Employees who change jobs as a result of the recall procedure shall be classified at the prevailing rate for the job they are doing, maintaining the same step on the wage grid they were entitled to prior to the layoff.

10:18 No person, including students or government project employees will be hired until employees on lay-off have been given an opportunity to work through recall procedure, provided each has the necessary skill, ability, and has the qualifications to do the work available. No overtime shall be worked on a regular basis for normally scheduled duties.

10:19 Ten month employees are acknowledged to be employees for the definite term of each school year.

## **ARTICLE XI**

### **JOB VACANCIES**

- 11:00 Step 1 Prior to posting any vacancy, the Employer will first look for a displaced person (i.e. C1 working in another capacity i.e. C3) with the necessary qualifications.

Step 2 The Employer will look at the recall list for any laid off people, in order of seniority, that are qualified for the position.

- 11.01 When a permanent vacancy occurs or a new permanent position is created

within the bargaining unit covered by this Collective Agreement, the Employer shall, within ten (10) working days, prepare a Notice of Vacancy and mail copies to the Union President and Secretary and to all Board locations.

11:02 A vacancy is deemed to be a permanent vacancy when:

- (a) it is indefinite or long lasting in nature;
- (b) it is caused by such events as resignation, transfer, retirement, promotion, or discharge and has not been filled by a transfer within the same job title;
- (c) it is one which the Employer proposes to fill on a permanent basis.

11:03 The Notice of Vacancy shall be posted conspicuously in all Board locations and remain active for a period of ten (10) working days from the date of mailing.

11:04 The Notice of Vacancy will contain:

- (a) the location and department of the vacancy;
- (b) the initial hours of work;
- (c) the job classification;
- (i) job title
- (ii) 10/12 month
- (iii) full/part-time
- (d) the level of pay;
- (e) the qualifications required;
- (f) expiry date of the vacancy;
- (g) the name and address of the official to whom applications are to be directed.
- (h) If a location has been designated as a twinned school, possible closure, change of location, this should be noted on the posting.

11:05 (a) Notice by mail shall be sufficiently given by the Employer when such notice of vacancy has been sent by prepaid postage addressed to the person set out in Article 11:01 above.

(b) Notice of projected vacancies, if known, which are to occur during the months of July and August shall be sent by June 15th.

- 11.06 (a) An employee who wishes to be considered for a vacancy shall apply on an Application Form provided by the Employer and shall deliver it to the Human Resources Department named on the Application Form before the expiry date.

(b) Notwithstanding the foregoing posting procedure, the following procedure shall apply during the months of July and August:

- (i) notice of vacancy will be posted as per 11:03 where possible, and such notice shall also be included in the electronic voice mailbox which shall be accessible 24 hours per day.

(ii) an employee who wishes to be considered shall be entitled to apply as per 11:06 or by facsimile or by telephone on or before the expiry date.

## Selection for Vacancy

- 11:07 The Parties recognize that job opportunities increase in proportion to seniority and also that skill, ability and qualifications are important parts of the promotion system.
  - 11:08 (a) The successful applicant will be selected in accordance with Bargaining Unit Seniority provided that the applicant has the necessary skill, ability and has the qualifications to fill the vacancy. C1 Custodians must be prepared to take the C1 training course.
    - (b) Interviews will be conducted by a representative of the Employer within fifteen (15) working days of the close of the posting and thereby giving applicants an opportunity to discuss their skill, ability, and qualifications to fill the vacancy.
    - (c) Qualified applicants will be interviewed in seniority order. Should the senior applicant not have the necessary skill, ability, and qualifications to fill the vacancy or decline the position, the next senior applicant will be interviewed.
    - (d) The successful applicant will be notified within ten (10) working days, regarding the effective date of starting the new job. Unsuccessful applicants shall be notified at the same time.

11:09 The successful applicant will be placed in the vacancy, at the new rate of pay, for a trial period not exceeding twenty (20) days worked. If the applicant proves to be satisfactory, he/she will then be confirmed in the new position. It is understood that the trial period for school office staff must include twenty (20) regularly scheduled school



days. In extenuating circumstances, the trial period may be extended, by mutual agreement, to a maximum of fifteen (15) working days.

If the applicant proves unsatisfactory or is unable to perform his/her new duties during the trial period, he/she will be returned to the former position at the old rate of pay, as will any other employee who was promoted or transferred by reason of such placing.

11:10 If an applicant is returned to the former position under clause 10:10, the Employer shall give consideration to those employees who initially applied for the vacancy with the unsuccessful applicant.

11:11 If there is no applicant or no successful applicant, the Employer may then go outside the Bargaining Unit to fill the vacancy.

- 11:12 (a) No seniority employee who has successfully bid and successfully completed his/her trial period under this Article shall be entitled to bid for any other posted vacancy for a period of six (6) months from the date of his/her successful completion of his/her trial period, except with the Employer's permission.

(b) No probationary employee shall be entitled to bid for any other posted vacancy for a period of six (6) months from the first day on the job, except in the event where no seniority employee has posted to such vacancy.

11:13 (a) For Custodial/Maintenance

- For temporary absences of day shift employees due to illness, accident or leave of absence, the employer agrees, whenever possible, to give employees working a permanent afternoon shift an opportunity to work the day shift during the absence.

(b) For Clerical/Technical/Educational Assistants/Study Room Supervisors

- For temporary absences of employees due to illness, accident or leave of absence, the employer agrees, whenever possible, to give employees in the same or lower wage level the opportunity to work the temporary vacancy.

## ARTICLE XII

### GRIEVANCE PROCEDURE

- 12:01 (a) This Article sets out the procedure to be followed by all employees in settling disputes with the Employer.

(b) It is the mutual desire of the Employer and the Union to settle all

disputes as quickly as possible.

(c) A grievance shall be in writing and shall be defined as any dispute between the parties relating to the interpretation, application or administration of this Agreement.

(d) When a grievance is filed, it must set out the nature and circumstances of the complaint, the clause(s) of the Agreement alleged to have been violated and the remedy sought. All grievances must be duly signed by an official representation of Local 1238.

12:02 (a) A grievance by any employee shall be taken up with the Employer at Step 1 within six (6) working days after the employee became aware of the incident or circumstances giving rise to the grievance.

(b) A policy or group grievance shall be taken up with the Employer at Step 3 within ten (10) working days after the date of the incident or circumstances giving rise to the grievance.

(c) In the event a employee is discharged or suspended on a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up at Step 2.

12:03 The following procedures must be followed:

- Step 1: The employee and his/her steward shall take the matter up with the immediate Supervisor, at a meeting, who shall have five (5) working days to give a written reply.

Step 2: The employee and his/her steward or the chief steward may within five (5) working days of the Step 1 reply, take the grievance up with the Human Resources Officer or designate, at a meeting, who shall have five (5) working days to give a written reply.

Step 3: The employee and the Grievance Committee may within five (5) working days of the Step 2 reply, take the grievance up with the Director of Human Resources or designate who shall, within ten (10) working days, hold a meeting of the parties involved and shall have five (5) working days after meeting date for written reply.

Step 4: The Union may, within fifteen (15) working days of the Step 3 reply, refer the

grievance to Arbitration under Article 14.

- 12:04 A grievance by the Employer shall be in writing and is initiated by delivering the grievance to the Local 1238 President. Any such grievance not settled within ten (10) working days of the date of such delivery, may be referred by the Employer to Arbitration under Article 14.

12:05 Any of the time limits in this Article may be extended by written mutual agreement of the parties, otherwise the grievance shall be considered abandoned.

## **ARTICLE XIV**

### **ARBITRATION**

- 14:01 (a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, after duly exhausting the Grievance Procedure established by the Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
  - (b) The notice shall contain the name of the first party's appointee to the arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board.
  - (c) The two appointees so selected shall proceed to appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within thirty (30) days, the appointment shall be made by the Ministry of Labour for Ontario upon request of either party.
  - (d) The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of the majority is the decision of the arbitration board, but if there is no majority the decision of the chairperson governs.
  - (e) The arbitration board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to, or detract from, any provision of this Agreement.

(f) Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the arbitration board, and will share equally the fees and disbursements of the chairperson.

(g) Parties by mutual consent may agree to the use of a single arbitrator.

## **ARTICLE XV**

### **HOURS OF WORK AND OVERTIME**

- 15:01 (a) Custodial/Maintenance/Technical Workers

The regular work week shall be a maximum of eight (8) hours per day, Monday through Friday, for a total of forty (40) hours per week maximum.

- (b) Office/Educational Assistants/Support Services Workers

The regular work week shall be from Monday through Friday and shall be a maximum of seven (7) hours per day for a total of thirty-five (35) hours per week maximum.

Exceptions to the regular work week shall be as follows:

- (i) For Educational Assistants in the predecessor Lambton Board, the normal work week is 32.5 hours. Anything more than 32.5 hours would be considered overtime.

- (ii) Elementary secretaries in the predecessor Lambton Board are governed by Board policy which sets their hours at 30 hours per week in small schools. Additional time would be considered overtime.

- (iii) Elementary receptionists' hours are based on student enrolment and are either 7.5 hours or 15 hours per week.

- (c) Study Room Supervisors

The regular work week shall be from Monday through Friday and shall be a maximum of six (6) hours per day for a total of (30) thirty hours per week save and except P. A. Days and examinations.

(d) Hours of work for each position will be as outlined on the job posting.

(e) Counsellors' hours of work are based on an "as required" basis.

- 15:02 Overtime pay shall be paid for hours exceeding the regular daily or weekly hours of work as follows:
  - (a) where the additional hours are worked on Monday through Friday at one and one-half (1 1/2) times the basic hourly rate;
  - (b) all hours worked on a Saturday at one and one-half (1 1/2) times the basic hourly rate;
  - (c) all hours worked on Sunday and on paid Statutory holidays referred to in Article 18 at two (2) times the basic hourly rate;

#### 15.03 FOR CUSTODIAL/MAINTENANCE WORKERS:

- (a) The Employer shall have the right to schedule the hours of work for each employee and to amend and fix work schedules from time to time.
- (b) Once a schedule is set it will not be changed without seven (7) days' notice to the employee affected.
- (c) The seven (7) days' notice may be waived by the mutual agreement of the Board and the employee concerned.
- (d) The Employer has the right to forego giving seven (7) days' notice in an emergency situation and when scheduling the hours of Maintenance Staff for short term shift changes of less than six (6) working days.

15:04 (a) An employee who is 'called out' will be paid for a minimum of four (4) hours at the appropriate overtime rate of pay. A 'call out' is an emergency situation wherein the employee concerned is contacted while not at work and required to go to work outside his/her normal schedule. The Board will endeavour to give first priority to the appropriate bargaining unit employee for the aforementioned 'call out'.

(b) An employee who is advised while at work that he/she is required to work outside his/her regular working hours shall be paid for a minimum of two (2) hours at the appropriate overtime rate of pay if:

- (i) there is more than one (1) hour break between the

employee's regularly scheduled shift and the time he/she is required to recommence work; and

(ii) the employee concerned is not given at least three (3) hours' notice in advance of the end of his/her shift.

(iii) An employee required to work overtime which is continuous with his/her normal shift, and is two (2) hours or more in duration, will be provided a meal allowance of up to \$6.00, upon presentation of said meal receipt.

- 15:05 In the event there shall be overtime work or work outside the regular work schedule required to be done it shall be divided equally among appropriate employee's always within the same location first, then by seniority within the supervisor's jurisdiction, then if necessary by seniority within the bargaining unit, provided the employee has the skill, ability and qualifications to perform the work.

15:06 A rest period of fifteen (15) minutes in each half of a shift, provided the half shift is at least three (3) hours long, shall be allowed at a time agreeable to the Employer.

## ARTICLE XVI

### JOB CLASSIFICATIONS, WAGES AND ALLOWANCES

- 16:01 Wages shall be paid on a bi-weekly basis in accordance with the hourly rates provided in Schedule "A" attached hereto. Each employee will receive a bi-weekly payment, by direct deposit. Counsellors will receive their salaries in equal payments twice monthly.

- 16:02 (a) Placement of staff on Schedule "A" shall be in accordance with the Job Evaluation System.

(b) An employee who is authorized to temporarily replace a person in a higher paid position shall be paid the rate for the position filled.

16:03 Normally the starting wage for a new employee will be Step 1 of the job level at which he/she is hired; however, a new employee or an applicant being hired with previous related experience or School/Board experience will have related experience evaluated by the Employer, and may start at a higher step.

16:04 Following satisfactory completion of the probation period, a new employee is eligible for wage increases after completing six (6) months in each step.

16:05 An employee who is promoted or re-graded to a higher level either permanently

or temporarily, shall be placed at the same step of the new level.

16:06 A permanent employee, who is temporarily assigned, in writing, by the Director of Human Resources or designate, shall be returned to his/her former position and location without suffering any loss of seniority or benefits at the end of the assignment.

## **ARTICLE XVII**

### **SEPARATE ALLOWANCES**

- **17:01 Responsibility Allowance - Building Check:**
  - (a) Custodians will be provided with two (2) hours of paid or lieu time of each building check. Time off will be at the choice of the employee with the approval of their supervisor.

The Day Custodian shall be responsible for having the school checked at a frequency determined by the Employer.

(b) The checker must ensure that the heating, cooling, plumbing, water and electrical systems are properly functioning and that there has been no vandalism about the building nor any damage by the elements.

(c) If while performing a building check, the employee concerned discovers sufficient vandalism or other damage to necessitate repair and/or cleanup without delay, he/she shall seek authorization in accordance with instructions given and then proceed as quickly as possible to complete the task. In this case, the employee will be paid for the extra time taken at the appropriate overtime rate of pay.

#### **17:02 Shift Premium Allowance**

- There shall be paid per hour, in addition to the basic rate, an allowance for work performed on the afternoon shift of thirty-five cents (\$.35) per hour, and for work performed on the night shift of forty cents (\$.40). An employee will be paid the afternoon shift premium if his/her regular daily shift commences at 3:30 p.m. or later or if the majority of the hours of his/her daily shift are worked after 3:30 p.m. An employee will be paid the night shift premium if his/her regular daily shift commences at 11:30 p.m. or later, or if the majority of the hours of his/her shift are worked after 11:30 p.m.

#### **17:03 Responsibility Allowance**

- An employee who is designated by the Employer with the responsibility for another employee shall receive a responsibility allowance of thirty cents (\$.30) per hour. This responsibility allowance will apply to the Food Services educational assistant at

Alexander Mackenzie Secondary School who has the responsibility for keeping track of the finances of the operation.

#### 17:04 **Qualification Premium Allowance**

- A custodian holding updated 4th class engineering papers or one who is deemed to be qualified and who is assigned to work requiring such qualification shall be paid an allowance of thirty cents (\$.30) per hour.

#### 17:05 **Tool Allowance**

- The Board will pay on or before November 15 each year a tool allowance to Maintenance Department employees in the amount of One Hundred and Seventy-five dollars (\$175.00) per annum.

#### 17:06 **Clothing Allowance** (Custodial/Maintenance)

- (a) An annual clothing allowance of One Hundred and Twelve dollars (\$112.00) per employee shall be paid on the first pay period in September, each year.
- (b) Employees are expected to wear and to maintain all such clothing in neat and clean condition.
- (c) In addition, the Employer will provide articles of clothing deemed necessary by the Employer for use by the employees whose work requires such consideration.
- (d) In addition, the Employer will provide fifty (50) dollars per year towards the purchase of safety boots for those employees whose work requires such boots. This allowance shall be paid on the first pay period in September.

#### 17:07 **Travel Allowance**

- Employees using their own vehicles to travel authorized distances while engaged in the conduct of the Employer's business shall be paid at a rate per kilometre to be established by Board policy.

17:08 Permanent Employees shall be eligible to receive financial assistance for continuing education courses in the amount not exceeding seventy-five per cent (75%) of the cost, provided:

- (a) the course to be taken is related to the individual's position;
- (b) the course outline has been reviewed and approved, in advance, by the individual's supervisor and the Director of Human Resources or designate;
- (c) the individual provides a proper expense report, including valid receipts;



(d) the individual provides evidence of successful completion.

17:09 (a) Educational Assistants who have successfully completed the Educational Assistant Program at a community college and have a minimum of two (2) years experience shall be deemed qualified for payment at the qualified rate. Payment at the qualified rate shall be effective the first of the month following the date of submission of documentation of successful completion of the course at a community college and two years experience.

(b) Educational Assistants who have successfully completed college or university courses which are specifically related to their work and are equivalent to one year of community college and have a minimum of two (2) years experience shall be deemed to have the "equivalent combination of experience and qualifications" and shall qualify for payment at the qualified rate.

Specifically related college and university courses shall include but are not limited to: psychology, sociology, behaviour modification, child development, advanced sign language, Braille and French.

Educational Assistants who are deemed qualified shall be eligible for payment at the qualified rate.

17.10 Educational Assistants hired prior to September 1, 1998 receiving a reduced rate of pay because of lack of qualifications shall have the opportunity to upgrade their qualifications in order to receive the full rate of pay for their current job classification. Educational Assistants hired after September 1, 1998 must be qualified at the date of hire.

## **ARTICLE XVIII**

### **PAID HOLIDAYS**

- 18:01 For permanent twelve-month employees, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the employee on that day of the week subject to the Employment Standards Act:

Good Friday Civic Holiday

Easter Monday Labour Day

Victoria Day Thanksgiving Day

Canada Day December 24 to January 1 inclusive,

- providing school classes are not in session and they are days of the week normally scheduled as working days.

18:02 Unless excused in accordance with appropriate terms/articles of this Agreement, employees who are not on lay-off, shall be entitled to holiday pay under this Article only if they work their first scheduled work day preceding and following such holiday and work on the holiday if scheduled.

- 18:03 (a) For permanent ten-month employees, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the employee on that day of the week subject to the Employment Standards Act:

New Year's Day Labour Day

Good Friday Thanksgiving Day

Easter Monday Christmas Day

Victoria Day Boxing Day

Canada Day

- (b) The regular work schedule for ten-month employees provides off-work periods at Christmas, Winter Break and Summer and unless specified above, holidays which fall in such off-work periods are not recognized as paid holidays.

(c) Labour Day will be recognized as a paid holiday only if the employee is required to work immediately preceding the holiday.

- 18:04 Other employees, including temporary, shall be granted pay for holidays under the conditions set out in the Employment Standards Act.

18:05 When any of the above-noted holidays fall on an employee's scheduled day off, the Employer may designate another day off with pay at a time appropriate to the Employer's business.

18:06 In order to qualify for holiday pay, an employee must work his/her full scheduled shift on each of the work days immediately preceding and immediately following the holiday concerned. However, an employee on approved leave of absence not exceeding seven working days, will receive pay for the holiday, if otherwise eligible.

## ARTICLE XIX

### VACATIONS

- 19:01 The term "service" as used in this Article, shall mean the number of years of employment from the first day on the job. Employees shall be granted the increased vacation on July 1 preceding the anniversary date. Years of service determined above shall be adjusted by time lost due to leave of absence which exceeds three (3) months, excluding Pregnancy/Parenting Leave for the initial benefit period for up to 35 weeks.
  - (a) For service of less than one (1) year, vacation entitlement will be one (1) day for each full month of service to a maximum of ten (10) days.
  - (b) For service of one (1) year or more the following schedule shall apply:

#### 12 Month 10 Month

After one (1) year of service 2 weeks 4 percent

After three (3) years of service 3 weeks 6 percent

After nine (9) years of service 4 weeks 8 percent

After seventeen (17) years of service 5 weeks 10 percent

After twenty-four (24) years of service 6 weeks 12 percent

After thirty (30) years of service 7 weeks 14 percent

- 19:02 Ten-month employees shall be paid their annual vacation entitlement on the pay cheque prior to the March Break, and shall be assured of an actual "off-work period" of at least their vacation entitlement.

19:03 Vacation pay may be requested in a lump sum prior to taking vacation, provided that such request is made in writing to the Director of Human Resources or designate four (4) weeks prior to taking such vacation.

- 19:04 (a) The Employer will post a vacation schedule by April 1 of each year and employees will be required to indicate their choice of vacation time by May 1 of each year and no change in the schedule will be accepted without written agreement between the Employer and employee concerned. An employee's vacation shall be taken as set out in 19:01 and shall not be deferred except by written mutual agreement.
- (b) Subject to the Employer's discretion and obligation to maintain a qualified work force at each location, employees with the greatest seniority will be given priority in choice of vacation dates at each location.

19:05 If any of the holidays in Article 18 is observed during an employee's vacation he/she shall be granted one additional day's vacation with pay for each such holiday.

19:06 A regular permanent full-time or part-time employee voluntarily resigning or retiring his/her position at any time in his/her holiday year before having his/her vacation shall be paid a vacation entitlement pro-rated in accordance with the schedule outlined in Article 19:01.

19:07 On retirement, employees shall be entitled to the same vacation or vacation pay which would have been earned by the employment continuing to the end of the month.

19:08 An employee who is hospitalized during his/her scheduled vacation period will have the time deducted as sick leave and have the equivalent time deducted as rescheduled vacation. Exceptions due to the employee's serious illness may be considered on individual circumstances at the discretion of the immediate Supervisor and Human Resources. The same concept will apply to Bereavement Leave occurring during the employee's vacation.

19:09 The vacation year shall be from July 1st to June 30th and vacation entitlement shall not be carried forward to the following vacation year except by written mutual agreement.

## **ARTICLE XX**

### **LEAVES OF ABSENCE AND BEREAVEMENT LEAVE**

- 20:01 The Director of Human Resources or designate may grant a Leave of Absence to an employee for personal reasons within this Article provided:
  - (a) request for leave must be submitted on the standard "Request for Leave" form available in each school office and in the Human Resources Department of the Board Complex;
  - (b) the "Request for Leave" form must be properly completed, signed by the employee, by the Principal/Supervisor and forwarded to the Director of Human Resources or designate to arrive at least ten (10) days prior to the date of leave;
  - (c) in the event of an emergency, a telephone call to the Principal/Supervisor, followed by a completed application form, will be acceptable;
  - (d) such absence must not, in the opinion of the Employer, conflict with the efficient operation of the school system.

20:02 Leaves of absence, without pay and without loss of seniority shall be granted to employees elected to represent the Union at conventions and seminars to a total of ninety (90) working days, within the Union, in any contract year, provided that no

more than six (6) employees are absent on such leave at any one time.

20:03 An employee who is elected or selected for a full-time position with the Union or any organization with which the Union is affiliated or is elected to public office will be granted leave of absence without pay and without the other benefits provided by this Agreement for a period of one (1) year, but without loss of seniority. Such leaves may be renewed for one (1) further year during this term in such position and for two (2) further years during his/her term in such office provided application is made to the Employer in writing, no less than two (2) months prior to the expiry of the first year or second year of such term, as the case may be.

20:04 The Employer may place an employee on Indefinite Leave of Absence when he/she is unable to perform his/her regular duties due to illness which extends beyond the employee's accumulated sick days. Such days lost shall be without pay and without benefits; however, the employee may elect to have benefits continue through the Employer by paying the premiums up to a maximum of twenty-four (24) months.

20:05 Notwithstanding the terms of Article 20:01, the Employer shall grant leave with pay to an employee who is required to serve:

- (a) as a juror;
- (b) as a witness in a court action to which he/she was not a party provided that witness fees or jury fees received be turned over to the Employer.

20:06 Bereavement Leave is recognized as the time away from work required by employees to mourn the loss of family and/or to pay respects to the departed by attending the funeral; thus the following conditions apply:

- (a) Verbal Requests for Bereavement Leave may be made to the Principal/Supervisor who shall grant a temporary Leave of Absence. The Request for Leave form covered in Article 20:01 (a) and Article 20:01 (b) shall be submitted as soon as possible for final determination regarding eligibility for Bereavement Leave.
- (b) Absence from work will be allowed without loss of pay as follows:
  - (i) Five (5) continuous working days for the death of wife, common-law spouse, husband, daughter, son, mother, father, sister, brother or guardian;
  - (ii) Three (3) continuous working days for the death of mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild or total dependent or lesser kin living in the same abode;
  - (iii) One (1) working day to attend the funeral of an other relative;

(iv) A maximum of one (1) working day to attend the funeral of a close friend;

(v) An additional two (2) working days may be granted by the Director of Human Resources or designate, in extenuating circumstances.

20:07 Compassionate leave of one (1) day per year without loss of pay in the event of hospitalization or extremely grave illness of wife, husband, daughter, son, mother, father, sister, brother, grandchild or near relative living in the same abode, may be granted by the Director of Human Resources or designate.

An additional two (2) days may be granted by the Director of Human Resources, or designate, in extenuating circumstances.

- 20:08 (a) A one (1) day leave, without loss of pay, shall be granted to write an examination for credit toward an Ontario Secondary School Diploma, a College Diploma, a University Degree or a Trades Licence. Approval must be obtained in advance through the individual's supervisor and Director of Human Resources or designate.

(b) All employees will be allowed one (1) day off without pay to attend the graduation of a spouse, son or daughter, or the wedding of a son, daughter, brother or sister.

20:09 Pregnancy/Parental/Adoption Leave will be granted as per the Employment Standards Act. The Employer shall provide for employees on Pregnancy/Parental/Adoption Leave a Supplementary Employment Insurance Plan approved by the Canada Employment and Immigration Commission. For each week of the two week mandatory waiting period, the plan will pay a sum equal to the E.I. benefit that would be payable to the employee each week of the benefit period. Employees will only be eligible for this payment if they were scheduled to work during the period of the leave.

20:10 An extended leave of up to one (1) year may be granted upon written request of an employee who has completed at least five (5) years of continuous employment with the Board subject to the following provisions:

- (a) the request must not be for the employee to seek alternative employment, unless specifically requested by the Employer in order for the employee to gain experience in skills needed by the Employer;
- (b) This request is most often for the purpose of the employee continuing his/her education. The provisions of Article 17:08 do not apply to this Article. When the request is for continuing an employee's education the request must be accompanied by a written acceptance statement from a duly recognized post-secondary institution indicating that the employee will be a full-time student;

- (c) the leave shall be without pay;
- (d) benefits may be continued with the employee being responsible for one hundred per cent (100%) of the premium cost;
- (e) a qualified replacement, acceptable to the Board, is available;
- (f) seniority will be frozen;
- (g) the conditions for the employees return shall be mutually agreed by the employer and the employee at the time the leave is granted. This will include the length of time that the employee's job will be held open before hiring a permanent replacement. If the position being held is eliminated the employee will return with bumping privileges outlined in this Collective Agreement. If the employee returns after the date decided then the employee will be rehired to the first available position for which the employee has the skills and qualifications needed for the position.
- (h) the leave may be extended by mutual consent with sixty (60) days notice.

20.11 A leave of up to five (5) days for miscellaneous reasons or for absences due to extenuating circumstances may be granted by the Director of Education. This discretionary leave may be in addition to any leave granted under Article 20 and may be with or without loss of pay.

## **ARTICLE XXI**

### **SUPPLEMENTATION OF WORKERS' COMPENSATION BENEFIT**

- 21:01 (a) In case of absence due to an injury resulting from employment with this Board, and covered by Workers' Compensation Act, the Employer agrees to make up the wage difference between the benefit paid by the Workers' Compensation Board and 100% of the employee's net wages, as defined in the Workers' Compensation Act.

In the event the Workers' Compensation Board withdraws the supplement and places the claimant on a full or partial pension and the claimant remains absent from work, Accumulated Sick Leave, if any, will be used at the rate of one per day of absence until fully expired. The employee shall then apply for Long Term Disability benefits, if eligible.

- (b) In the event an employee is absent as above, but has exhausted sick leave credit, the terms of 20:04 shall apply and any benefit paid by Workers' Compensation Board shall be retained by such employee.
- (c) In the event an employee is absent due to injury incurred while

employed by other than this Board, such absence shall not be covered by the Board's sick leave plan and any compensation received by the employee from Workers' Compensation or any other source shall not be turned over to the Board.

- 21:02 An employee who is subject to compulsory quarantine by order of the local Medical Officer of Health shall continue to receive his/her regular pay during such quarantine and any salary so paid shall be charged to his/her accumulated sick leave credits, if any, and such compensation shall be paid only to the extent of sick leave credits.
  - 21:03 (a) The Union and the Employer shall abide by the Occupational Health and Safety Act, currently in effect, and continue to perfect the safety measures now in effect.

(b) The parties agree to implement the guidelines for the Structure and Function of the Joint Workplace, Health and Safety Committees as agreed between the Lambton Kent District School Board and the employees in the Union, as revised June 1, 1998 or as amended by the parties. Both parties agree that no items contained in the guidelines for the structure and function of the Joint Workplace Health & Safety Committee are grievable under this Collective Agreement.

## **ARTICLE XXII**

### **ABSENCE DUE TO ILLNESS**

- 22:01 For absence due to illness, or injury not covered by the Workers' Compensation Act, an employee will be allowed his/her normal wages as follows:
  - (a) Sick leave credits to full-time employees shall be granted at a rate of two (2) days for each calendar month of service;
  - (b) Sick leave credits to part-time employees shall be pro-rated;
  - (c) Wages paid to employees within this Article shall be subtracted from their accumulated sick leave credits;
  - (d) Unused sick leave credits may be accumulated to a maximum of 260 days.

22:02 A statement of sick leave credits shall be provided during January of each year showing the number of days to the credit of each permanent employee.

22:03 The following procedure shall be used by employees who are unable to attend work due to illness or for any reason;

- (a) notify his/her immediate Supervisor as early as possible of his/her absence from duty;



(b) notify his/her immediate Supervisor as early as possible when the date of his/her return to duty is known;

22:04 Employees must report any and all absences from duty by preparing a Staff Absence Report immediately upon return and present such report to their Supervisor.

22:05 A medical certificate signed by the attending physician may be requested by the employer when an Employee's absence covers more than five (5) continuous days. The Employee while on extended illness may be required to verify current medical conditions in order to assess the Employee's ability to return to work. Such request will be at the request of the Director of Human Resources. Any expense for such certification shall be the responsibility of the Employee.

In the event the Employer requests an occupational assessment, the Employer will bear the cost of such assessment. The assessment will be completed by a medical professional designated by the Director of Human Resources.

22:06 Employees who are unable to attend work and who do not have appropriate sick leave credits shall be placed on indefinite leave of absence.

22:07 Members on recall will not lose sick leave credits nor will they accumulate sick leave credits while not working.

22:08 Newly hired employees who are eligible to transfer accumulated sick leave under the Municipal and/or Education Act shall be credited with that sick leave upon supplying appropriate proof to the Board.

## **ARTICLE XXIII**

### **RETIREMENT**

- 23:00 The purpose of this Article is to maintain the present entitlement of employees from predecessor boards in regard to retirement gratuities and vacation pay entitlements. An employee of a predecessor board who is not entitled to a retirement gratuity will not qualify for one under this Article. (see Appendix 1 for specific information)

### **CUSTODIAL/MAINTENANCE ONLY**

- 23:01 An Employee shall be subject to retirement at the end of the month in which the employee attains his/her 65th birthday or at such earlier date as provided by the O.M.E.R.S. pension plan.

- 23:02 (a) A retirement gratuity, not exceeding one-half a year's earnings, will be paid to an employee who:
  - (i) reaches age sixty-five (65) and retires;
  - (ii) leaves the Board for reason of retirement on any O.M.E.R.S. Pension and who is at least fifty-five (55) years of age.
- (b) The gratuity shall be based on the following at time of retirement:
  - (i) one-half (1/2) of the employee's accumulated sick leave balance (ASL);
  - (ii) service in years with ten (10) years for full benefit;
  - (iii) timesheet earnings for the last twelve (12) months divided by 260.
- (c) The gratuity shall be calculated as follows:

ASL x Service x Earnings per Day

2 10

- (d) The gratuity shall be paid in a lump sum in the year of retirement.
- (e) If death occurs before retirement, a retirement gratuity will be paid to the deceased's estate if the employee was eligible for one of the following O.M.E.R.S. pensions.
  - (i) Normal retirement at age 65;
  - (ii) Early retirement based on the 90 factor.
- 23:03 An employee who retires on any O.M.E.R.S. Pension before age sixty-five (65) shall be allowed to participate until attaining the age of sixty-five (65) in all benefits to the extent that the plans permit in clauses 23:01 (b), (c), (g), (h), and (i), that the employee had immediately prior to retirement. The Board shall administer such plans and the employee shall be responsible for one hundred per cent (100%) of the premium costs.

CLERICAL/TECHNICAL/EDUCATIONAL ASSISTANTS/

STUDY ROOM SUPERVISORS ONLY

- 23:04 (a) Employees shall be subject to retirement at the end of the month in which their sixty-fifth (65th) birthday occurs and continuation of employment thereafter shall be at the Employer's discretion.
  - (b) On retirement, employees shall be entitled to the same vacation or vacation pay which would have been earned by the employment continuing to the end of the month.
- 23:05 A retirement gratuity, not exceeding one-half a year's earnings, will be paid to an employee hired prior to December 31, 1984, who:
  - (a) reaches age sixty-five (65) and retires;
  - (b) leaves the Board for reason of retirement on any O.M.E.R.S. Pension and who is at least fifty-five (55) years of age.

23:06 The gratuity shall be based on the following at time of retirement:

- (a) One-half (1/2) of the employee's accumulated sick leave balance (ASL);
- (b) Service in years with twenty (20) years for full benefits;
- (c) Earnings of the last twelve (12) months converted to a daily rate.

23:07 The gratuity shall be calculated as follows:

ASL x Service x Earnings per Day

2 20

23:08 At the employees option, the gratuity shall be paid in a lump sum in the year of retirement, or five (5) equal installments over a five (5) year equal installments over a five (5) year period commencing in the year of retirement.

If death occurs after retirement, the balance of the gratuity, if any, shall be paid in a lump sum to the deceased's estate.

23:09 An employee who defers the O.M.E.R.S. Pension is not entitled to a retirement gratuity.

23:10 An employee who retires on any O.M.E.R.S. Pension before age sixty-five (65) shall be allowed to participate until attaining the age of sixty-five (65) in all benefits to the extent that the plan permit in clauses 22:01 (a), (b), (c), (d), (g), and (i), that the employee had immediately prior to retirement. The Board shall administer such plans and the employee shall be responsible for one hundred per cent (100%) of the premium costs.

## ARTICLE XXIV

### EMPLOYEE BENEFITS

- 24:00 All employees covered by this Collective Agreement will retain the present coverage of benefits until such time as all employees are covered by one harmonized plan. The Employer will attempt to have this plan in place by September 1, 1999. The Employer will provide a minimum of 85% of the cost of the premiums for such a plan.

**Note: FOR FORMER CUPE 986, 1019, 1563 AND EDUCATIONAL ASSISTANTS, BENEFIT COVERAGE REMAINS AS OUTLINED IN THEIR PREVIOUS AGREEMENTS.**

*The following benefits are in effect for Kent CUPE 1238 members.*

### CUSTODIAL/MAINTENANCE ONLY

- 24:01 The Employer agrees to pay a percentage, or specified amount, as listed below, of the cost of participation in the following schemes for full-time employees after satisfactory completion of the probationary period:
  - (a) 100 per cent Employer Health Tax;
  - (b) 100 per cent Term Life Insurance of three (3) times salary to the nearest \$1,000 to a maximum of \$75,000;
  - (c) 100 per cent Accidental Death and Dismemberment providing coverage of 3 times basic salary to a maximum of \$75,000.;
  - (d) C.P.P. as required by legislation;
  - (e) O.M.E.R.S. for qualified employees, as required by legislation;
  - (f) U.I.C. as required by legislation;

(g) 100 per cent Healthcare Plan with no deductible equivalent to the plan offered by Great-West Life;

(h) Effective January 1, 1993, the Board shall pay the monthly premium for all full-time employees to a maximum of \$26.00 for the family plan and \$11.00 for the single plan toward the premium for a basic preventive dental care plan equivalent to the Basic Preventive Care Plan of Great-West Life Assurance Co., Policy #GH32150, paying 1991 Ontario Dental Association Rates. Effective January 1, 1994, the Board agrees to pay a maximum of \$26.00 for the family plan and \$11.00 for the single plan, paying 1992 Ontario Dental Association Rates. It is understood that the dental plan is compulsory for all employees with the exception of those who have dental coverage through their spouse.

(i) 50 per cent Vision Care Plan, comparable to Policy #GH32150 of Great-West Life Assurance Company, providing service to a maximum of \$150.00 over two calendar years.

24:02 The parties agree that Optional Life Insurance shall be offered to all active Union employees at their expense. The maximum insurance will be \$200,000 in \$10,000 segments, and will be subject to the requirements of the insurance carrier.

24:03 The parties agree that the provisions for Life Insurance terminate at age sixty-five (65) whether the employee continues to work or not, and that the payments on account of the Pension Plan shall only be made if the employee qualifies and is eligible.

*The following benefits are in effect for Kent CUPE 1238 members.*

CLERICAL/TECHNICAL/EDUCATIONAL ASSISTANTS/

STUDY ROOM SUPERVISORS ONLY

- 24:04 For all eligible permanent employees, the Employer agrees to pay a percentage of the billed premium cost of participation in the plans listed or equivalent plans, as follows:

Plan or Equivalent Permanent Employees Scheduled to Work

35 Hrs. Less Than 35 Less Than 21

Per Week Hrs. Per Week Hrs. Per Week

(a) Employer Health Tax 100% 100% 100%

(b) Group Life Insurance

(Equivalent to Great-

West Life Policy #GL32150

- three times salary

(Max. \$75,000.) 100% 75% Not Eligible

(c) Accidental Death and

Dismemberment

(Equivalent to C.G.A.

Assurance Co. Policy

#6998383 - three times

salary (Max. \$75,000.) 100% 75% Not Eligible

24:04 continued

***The following benefits are in effect for Kent CUPE 1238 members.***

CLERICAL/TECHNICAL/EDUCATIONAL ASSISTANTS/

STUDY ROOM SUPERVISORS ONLY

Plan or Equivalent Permanent Employees Scheduled to Work

35 Hrs. Less Than 35 Less Than 21

Per Week Hrs. Per Week Hrs. Per Week

(d) Healthcare Plan

(Equivalent to

Great-West Life Policy

#GH32150 - No Deductible) 100% 75% 50%

- (e) C.P.P., U.I.C. O.M.E.R.S as required by legislation.

(f) Long Term Disability Plan

(Equivalent to Mutual of

Omaha, Policy #GSC-03685) 100% 100% 100%

less than 17 1/2 hours - not eligible

- (g) Effective January 1, 1993, the Board shall pay the monthly premium for all full-time employees to a maximum of \$26.00 for the family plan and \$11.00 for the single plan toward the premium for a basic preventive dental care plan equivalent to the basic preventive dental care plan of Great-West Life Assurance Company, Policy #GH32150, paying 1991 Ontario Dental Association Rates. Effective January 1, 1994, the Board agrees to pay a maximum of \$26.00 for the family plan and \$11.00 for the single plan, paying 1992 Ontario Dental Association Rates. It is understood that the dental plan is compulsory for all employees with the exception of those who have dental coverage through their spouse.

(h) The parties agree that Optional Life Insurance shall be offered to all active Union employees at their expense. The maximum insurance will be \$200,000. in \$10,000. segments, and will be subject to the requirements of the insurance carrier.

(i) Fifty per cent (50%) Vision Care Plan, comparable to Policy #GH32150 of Great-West Life Assurance Company, providing service to a maximum of \$150.00 over two (2) calendar years.

- 24:05 It is understood that Board participation of seventy-five per cent (75%) pertains to persons hired after December 31, 1978 and who will work less than thirty-five (35) hours per week but not less than twenty-one (21) hours per week.

## **ARTICLE XXV**

### **CONTRACTING OUT/JOB SECURITY**

- 25:01 (a) In order to provide job security for current members of the Union, the Employer agrees that no employee named on the Master Seniority List will be laid off as a result of work which is currently

performed by Board employees, being contracted out, unless required to do so by legislation. This does not apply to jobs of limited duration or which are in addition to tasks presently performed by employees on the seniority list. For example, short term contracts necessitated by amalgamation or significant change caused by legislation.

(b) The Employer shall notify the Union, in writing, if it retenders any schools currently under private contract. Such notice shall be mailed to the Union President thirty (30) days in advance of retendering.

(c) While any permanent employee in the Union is on lay-off, the Employer will not contract out work performed by such employee nor employ students or government project employees or volunteers to perform such work.

(d) In order to provide job security for members of the Union, the Employer agrees that no employee named on the Master Seniority List with a seniority date prior to and including December 31, 1992 will be laid off. For permanent 10-month employees, this clause will not apply to off work periods at Christmas, Winter Break and Summer. For Educational Assistants the protected date will be December 31, 1993.

## **ARTICLE XXVI**

### **MODIFIED/REHABILITATIVE WORK**

- 26:01 The parties agree that modified/rehabilitative work makes a valuable contribution to a more rapid recovery after an injury or illness has occurred. The parties shall work in a co-operative approach to establish modified work, either on a temporary or permanent basis in order to provide productive and meaningful work to accommodate an employee's established medical capabilities.

## **ARTICLE XXVII**

### **TECHNOLOGICAL CHANGE**

- 27:01 For the purpose of this Agreement, technological change shall mean any change which introduces sophisticated equipment requiring computer or communication skills other than those currently practiced or utilized.
  - 27:02 (a) Where new or greater skills are required than those already possessed by affected employees under the present methods of operation, such employees



shall be provided with the training required over a period not to exceed six months. No reduction in wage or salary rates will occur during the training period of any such employees nor any reduction in pay upon being reclassified in the new position.

(b) When the Employer decides to institute a technological change which is related to the duties and functions of an employee or group of employees, the Employer agrees to notify the Union as far as possible in advance of such intention.

(c) At such time, the Employer will convene a meeting with the Union, to discuss the introduction of the technological change and the foreseeable effects that the change may be expected to have on the working conditions and terms of employment of the employee.

(d) If, as a direct result of technological change, it becomes necessary to transfer, reassign or reclassify an employee, the employee affected shall be provided with retraining during working hours, with no reduction in pay.

## **ARTICLE XXVIII**

### **DEFERRED SALARY LEAVE PLAN**

- 28:01 DESCRIPTION: The plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay by spreading:
  - (i) three years' salary over four years;
  - (ii) four years' salary over five years; or
  - (iii) five years' salary over six years.

28:02 QUALIFICATION: Any employee having five (5) years' seniority with the Board is eligible to participate.

28:03 APPLICATION:

- (i) An employee who intends on participating in the plan must apply in writing to the Director of Human Resources on or before January 31st.
- (ii) The application form shall set out the period in which the plan is to be effected and the year in which the employee requests the leave.
- (iii) Applications are to be processed in order of receipt by the Director of Human Resources.

(iv) Written acceptance or denial of the employee's request with an explanation will be forwarded to the employee by April 1 in the year the application is made.

(v) Approval of individual requests to participate in the plan shall be at the sole discretion of the Employer.

28:04 PAYMENT FORMULA AND LEAVE OF ABSENCE:

- (a) During the term of the plan a participating employee will be paid grid salary and allowances as follows:

Salary and Allowances Paid During

<u>Term</u>	<u>Working Period</u>	<u>Leave Period</u>
Four Years	75.0%	25.0% + interest
Five Years	80.0%	20.0% + interest*
Six Years	83.3%	16.7% + interest*

- \*Note: Interest will be earned on the portion withheld and will be paid annually.
  - (i) During the leave year, the deposits made in 28:04(a) above, plus any additional interest earned, shall be paid to the employee.
  - (ii) The Leave of Absence shall be taken in the last year of the term selected.

(b) The employee agrees that the salary for the actual period of leave shall

be the total of the deposits made in (a) above.

(c) The Employer's liability to the Employee in the leave year shall be limited to the funds deducted and held in trust on deposit for the Employee.

(d) The Employer agrees to pay the interest earned annually on the trust account at the end of each taxation year in accordance with current legislation.

(e) On or before January 31st in the first year of participation and each year thereafter until and including the year following the leave of absence of each participating employee, he/she shall receive, from the Employer, a statement of principal and interest standing to his or her credit, as recorded and reported by the Employer's bank.

(f) In the year of leave of absence, the employee may elect to receive payment of the accumulated deferred salary as follows:

- i) By regular bi-weekly payments due on the same dates as provided for in the current collective agreement.

(g) While an employee is enrolled in the plan, and not on leave, any Group Insurance Plans tied to the salary level, shall, to the extent possible according to the insurance policies then in effect, be structured according to the salary the employee would have received had he/she not been enrolled in the plan.

(h) An employee's Group Insurance Plans will be maintained by the Employer during his/her leave of absence according to the terms and provisions of insurance policies then in effect; however, the premium costs for all Group Insurance Plans shall be paid in advance monthly by the employee during the year of the leave. Any increases in premiums during the year of the leave of absence will also be paid by the employee upon receipt of notice from the Employer. Any decrease in premiums during the year of the leave of absence will be refunded by the Employer.

(i) While on leave, any Group Insurance Plans tied to the salary level, shall, according to the terms and provisions of insurance policies then in effect, be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the plan.

#### **28:05 Further Provisions:**

- (a) (i) Sick leave credits will not accumulate during the year spent on leave.

(ii) Seniority will continue to accumulate.

(iii) Experience for purposes of salary increment will not accumulate for the period of the leave.

(b) (i) Laid off employees and who are not eligible in accordance with Article 10 to return to the employ of the Employer for one (1) full year after the year of their leave, must withdraw from the Plan.

(ii) In such case, the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.

Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.

- (c) The Employer will make pension deductions from payments to the participant in accordance with the appropriate pension act.
- (d) An employee may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Employer. Repayment shall be as per Article 28:05 (b) (ii).
- (e) Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the employee's estate, subject to the Employer receiving the necessary clearances and proofs normally required for payment to estates.
- (f) All employees wishing to participate in the Plan shall be required to sign a contract supplied by the Employer before final approval for participation will be granted.

## **ARTICLE XXIX**

### **TERM OF THIS AGREEMENT**

- 29:01 This Agreement shall be for a term commencing September 1, 1998, and ending on August 31, 2000, and thereafter from year to year unless either party gives notice, in writing, to the other not less than thirty (30) and not more than ninety (90) days prior to the expiration date hereof of the party's intention to terminate or negotiate

revisions to this Agreement.

## **LETTER OF INTENT**

Notwithstanding any other Article in this Collective Agreement, the Employer agrees to pay each Employee covered by this Collective Agreement the same salary and allowances as they were receiving on August 31, 1998 unless increased by Articles in this Collective Agreement. This arrangement shall continue until the Employer has finalized the job re-classification system and has applied a new salary matrix. The harmonization of salary grids from the predecessor Boards shall be phased in during the term of this Agreement. The parties have agreed to work with the objective of harmonization of the jobs under the CUPE Collective Agreement by December 31, 1999. It is understood and agreed that the harmonization will not result in a monetary decrease for any employee. If an employee's position has a decrease in compensation, the employee's compensation (salary and allowances) will be grandfathered until the salary grid and allowances equals or betters the present salary grid and allowances.

IN WITNESS WHEREOF The Lambton Kent District School Board has hereunto affixed its corporate seal, attested by its proper officers in that behalf.

**THE LAMBTON KENT DISTRICT SCHOOL BOARD**

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Chairperson of the Board

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Secretary of the Board

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Trustee Representative

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Director of Human Resources

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Chief Negotiator

CANADIAN UNION OF PUBLIC EMPLOYEES,

Local Union No. 1238

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President C.U.P.E. 1238

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President Former C.U.P.E. 986

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President Former C.U.P.E. 1563

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President Former C.U.P.E. 1019

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President Lambton Educational Assistants

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C.U.P.E. Representative

**APPENDIX A - RETIREMENT GRATUITIES**

### Former CUPE 1563 - Clerical & Technical - 12 month employees

Employees who were employees of the Board as at July 1, 1973 and who having completed more than three (3) years of continuous service and cease to be employed by the Board or if having completed less than three (3) years of continuous service dies; and

Employees who joined or rejoined the Board's employ after July 1, 1973, and prior to March 1, 1979, and who have completed more than ten (10) years of continuous service.

The amount of severance pay shall be equal to one-half the number of sick days standing to the employee's credit at termination, calculated on the basis of his/her daily rate of pay at the date of termination, and, in any event shall not be in excess of the one-half year's basic earnings immediately prior to termination of employment. Employees transferring to another employer with a reciprocal sick leave plan will not be entitled to payment under this clause. For purposes of calculating the number of sick days standing to the credit of the employee, fifty percent (50%) of all sick leave days standing to the credit of the employee as at December 31, 1968, plus all sick leave days accumulated and not used since January 1, 1969 shall be used in determining the total number of sick days credit at time of termination.

Any employee discharged by the Board for just cause shall lose or forfeit all benefits under this plan.

### Former CUPE 986 - Maintenance

This clause applies only to employees on staff and covered by this Agreement as of January 1, 1991. When an employee ceases to be employed by the Board and has more than two (2) years' service or when an employee having less than two (2) years' service dies, there shall be paid to him/her, or his/her Estate, an amount equal to the maximum permitted under the Municipal Act of his/her sick leave credits computed on the basis of his/her daily pay at the date of termination of employment. This amount shall not exceed six months pay and the employee or his/her beneficiary may select to be paid in a lump sum or the amount can be paid in regular consecutive monthly payments of not less than fifty (50) dollars. An employee transferring to another Board or another employer with a reciprocal sick leave plan may choose to transfer his/her sick leave credits in lieu of the above.

An employee discharged by the Board for just cause shall lose or forfeit all benefits under this plan.

### Former CUPE 1019 - Custodial

When an employee whose seniority date is prior to May 3rd, 1973, ceases to be employed by the Board and has more than two (2) years' service or when such an employee having less than two (2) years' service dies, there shall be paid to him/her, or his/her Estate, an amount equal to the maximum permitted under the Municipal Act of his/her sick leave credits computed on the basis of his/her daily rate of pay at the date of termination of employment but shall not be in excess of the one-half years' basic earnings

immediately prior to termination of employment. Employees transferring to another Board or other employer with a reciprocal sick leave plan will not be entitled to payment under this clause.

Any employee discharged by the Board for just cause shall lose or forfeit all benefits under this plan.

## **APPENDIX B - ACADEMIC QUALIFICATIONS FOR EDUCATIONAL ASSISTANTS**

The qualified rate will be paid to Educational Assistants who have supplied documentation showing the completion of one of the following diplomas/degrees:

- 1. Early Childhood Education (E.C.E.)
- 2. Child Care Worker (C.C.W.)
- 3. Development Service Worker/Mental Retardation Counsellor (D.S.W./M.R.C.)
- 4. Mental Health Worker (M.H.W.)
- 5. Social Service Worker (S.S.W.)
- 6. Child and Youth Worker (C.Y.W.)
- 7. Registered Nurse / Registered Nursing Assistant (R.N./R.N.A.)
- 8. Bachelor of Arts (B.A.)
  - Notes: (1) The Board will hire only qualified Educational Assistants based upon the above.
  - (2) Exceptions will be considered in specific situations, i.e. French Immersion, advanced Sign Language and advanced Braille.

## **SCHEDULE "A"**

Effective April 1, 1996



**LEVEL STEP 1 STEP 2 STEP 3**

1 12.28 12.57 12.85

2 13.19 13.49 13.81

3 14.18 14.51 14.85

4 15.30 15.65 16.00

5 16.39 16.77 17.18

6 17.63 18.01 18.46

The following Job Titles correspond to the current Wage Grid:

**Level 1 - Clerk/Typist - A/V & Office Services - Mail**

- Clerk/Typist - A/V & Office Services - Duplicating
- Clerk/Typist - A/V & Office Services - Film Booking
- Clerk/Typist - Library - Secondary
- Clerk/Typist - Purchasing/Accounting
- Clerk/Typist - Continuing Education
- Graphics Clerk
- Courier

**Level 2 - Accounts Payable Clerk**

- Attendance Clerk - Secondary School
- Clerk/Typist - Office of the Director
- Clerk/Typist - Secondary School
- AV/Library Clerk - Administrative Office

- Receptionist/Clerk - Support Services
- Study Room Supervisor
- Custodian 2
- Truck Driver

**Level 3 - Accounting Secretary**

- Building Services Secretary
- Continuing Education Secretary
- Co-operative Education Secretary
- Data Entry Clerk
- Guidance Secretary
- Payroll Clerk
- Purchasing/Transportation Secretary
- Support Services Secretary
- Switchboard/Receptionist - Administrative Office
- Custodian 3

**Level 4 - Computer Operator**

- Developmental Assistant
- Developmental Service Worker
- Educational Assistant - Behaviour Program
- Educational Assistant - Physically Handicapped
- Educational Assistant - TMR
- Elementary School Secretary

- Human Resources Secretary
- Senior Accounting Clerk
- Senior Payroll Clerk
- Custodian 1
- Locksmith/Welder
- Painter
- Painter/Carpenter's Helper

**Level 5 - Head Secretary 1 - Secondary School**

- Head Secretary 2 - Secondary School
- Head Secretary - Support Services
- Supervising Clerk - Purchasing
- Supervising Clerk - AV & Office Services
- Electronic Technician

**Level 6 - Electrician**

- Carpenter
- Plumber

**LETTERS OF INTENT**

**1. Summer Hours**

The parties agree to continue the summer hours program currently in practice.

## 2. Retirement

- The parties have agreed to maintain the status quo on the Retirement language as per the former C.U.P.E. 1238 and C.U.P.E. 2214 collective agreements.

The parties have also agreed that they will, over the term of this agreement, work toward a resolution of Long Term Disability and Retirement Gratuity concerns expressed by the Custodial/Maintenance group.

## 3. Benefits

- The parties have agreed to maintain the status quo on the Employee Benefit language and continue coverage as per the former C.U.P.E. 1238 and C.U.P.E. 2214 collective agreements.

The parties have further agreed to continue discussions on the "benefits by choice" during the term of this agreement.

## 4. New Letter: \_\_\_\_\_ RE: 2:01

- It is understood that there will be further clarification by \_\_ (date) \_\_ and further distinction regarding union and non-union employees with a report to both sides. Further, any consideration will involve representatives from the union, the Board and group of employees concerned. This consultation will include terms and conditions that deal with union members who leave the union.