

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE LIMESTONE DISTRICT  
SCHOOL BOARD**

**and**

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

**SECRETARIAL,  
OFFICE, CLERICAL,  
EDUCATIONAL ASSISTANTS,  
TECHNICAL**

**September 1, 2000 - August 31, 2002**

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(Secretarial, Office, Clerical, Educational Assistants, Technical)

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(Caretaker, Maintenance)

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## **PREAMBLE**

Whereas it is the desire of both Parties to this Agreement:

- (a) To maintain the harmonious relations which exist between the Employer and its employees;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions of employees as covered within this Agreement;
- (c) To encourage efficiency in operation of the Employer's business;
- (d) To promote the morale, well-being and security of all employees of the Employer as detailed in this Agreement.

And whereas it is now desirable that methods of bargaining and benefits pertaining to the working conditions of employees be drawn up on a Collective Agreement:

## **NOW THEREFORE THIS AGREEMENT WITNESSETH:**

### **ARTICLE 1 - RECOGNITION**

- 1.01 a) The Employer recognizes the Canadian Union of Public Employees and its Local 1480 as the sole and exclusive bargaining agent of all office, clerical, educational assistant and technical employees of the Limestone District School Board save and except supervisors, and persons above the rank of supervisor, employees engaged in maintenance services, plant operations and bus and delivery driving, Professional Student Services Personnel, Continuing Education Instructors, employees exercising managerial functions, employees employed in a confidential capacity in matters relating to labour relations, and employees in a bargaining unit for which another trade union held bargaining rights as of December 31, 1997.
- b) Any employee who was working 15 or more hours per week and covered by the collective agreement whose hours of work fall below 15 hours per week shall be recognized by the Employer and the Union as continuing to have all rights and privileges of this agreement including retaining Union membership for a period of one (1) year.

1.02 For the purpose of clarity, the parties agree that persons employed in the following occupational classifications are excluded from the above described bargaining unit:

- Director of Education
- Area Superintendents of Education
- Planning Officer
- Secretary to the Planning Officer
- Assistant Recording Secretary
- Assistant Recording Secretary/Communications Technician
- Superintendent of Finance and Treasurer
- Superintendent of Planning and Operations
- Manager of Communications
- Communications Officer
- Manager of Facility Services
- Manager of Financial Services
- Operations/Plant Control Supervisor
- Plant Maintenance Supervisor
- Coordinating Supervisor of Caretaking Services
- Area Supervisor of Caretaking Services
- Financial Supervisor
- Accountant
- Bilingual Recording Secretary
- Superintendent of Human Resources
- Manager of Human Resources
- Manager of Employee Relations
- Manager of Staffing & Staff Development
- Human Resources Advisor - Benefits/Information Systems
- Human Resources Advisor - Health and Safety/Employee Assistance
- Human Resources Advisor - Planning and Employment Equity
- Human Resources Advisor - Staffing
- Human Resources Advisor - Employee Relations
- Human Resources Technician - Staffing
- Human Resources Support - Staffing
- Recording Secretary to the Board
- Psychologists
- Psychometrists
- Speech & Language Pathologists
- Speech Correctionist
- Clinical Consultant (Psychologist, Psychometrist)

Team Leader Professional Services  
 Assistant to the Coordinator of Special Education  
 Behaviour Resource  
 Attendance Counsellors  
 Adolescent Care Workers  
 Home/School Liaison/Child Care Workers  
 Business Manager - Continuing Education  
 Manager of Information Technology Services  
 Manager of Auxiliary Services  
 Supervisor of Purchasing and Warehouse Operations  
 Supervisor of Transportation Services  
 Project Leader - Computer Services  
 System Supervisor - Computer Services  
 Race Relations Planner  
 External Grant Writer  
 Secretaries to: Director of Education  
                             Superintendents of Education  
                             Human Resources Manager  
                             Superintendent of Finance and Treasurer  
                             Superintendent of Planning and Operations  
                             Superintendent of Human Resources

Supervisor of Night School, Non-credit (interest), Continuing & Community Education Casual Clerical, Night School, Continuing and Community Education.

The parties agree that the following positions are within the scope of recognition clause 1.01 (a)

The senior clerk position (26 hours/week), night school, Continuing and Community Education.

Early Literacy Development Instructors (ELDI) employed in various locations in the District.

Assistant to the Literacy Instructor, Napanee District Secondary School.

- 1.03 a) The Memorandum of Agreement regarding Casual Employees shall form part of this agreement.
- b) During the period from May 1st to Labour Day for university and

college students, and during the period from June 15th to Labour Day for high school students, such students may be employed to work within the jurisdiction of Local 1480 as assigned by the employer. It is understood that no student will be employed which will cause the layoff of a regular employee nor will such student be employed while any regular employee who is qualified to perform the work in question is on layoff. It is further understood that no student will be employed to circumvent job postings or to be used as a replacement for a vacancy pending a job posting. For the purpose of this contract, a student is defined as a person enrolled in regular full terms at high school, college or university. Any student so employed is excluded from the provisions of this contract.

- 1.04 No person, whose regular job is not in the bargaining unit, shall perform work which is normally and exclusively performed by employees in the bargaining unit except for the purposes of instruction, experimentation, self-familiarization, or when an employee who would normally perform the work is not readily available.
- 1.05 The parties recognize the positive and substantial support provided by dedicated volunteers and co-op students. However, in consideration of the employees' concern that the use of volunteers will not replace or reduce bargaining unit employment, the Board and the Union hereby agree to the following process for monitoring and evaluating the use of volunteers in the context of bargaining unit employment.

Both parties agree that volunteers may be utilized in accordance with historical practices. Concerns relating to the use of volunteers will be promptly examined by the parties whom shall attempt to resolve the issue by consensus.

Both parties agree that co-op students may perform bargaining unit work when their assignment is in addition to the members of the bargaining unit from the classification to which the work normally belongs.

The parties agree that nothing in this Article is intended to alter existing rights of the parties with regard to grievability of the issue of the use of volunteers or co-op students.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 Except as, and to the extent specifically notified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Board and its Administration. Without limiting the generality of the foregoing, it is the exclusive right and function of the Employer to:
- a) Maintain order, discipline, and efficiency, and to make, alter and enforce rules and regulations to be observed by the employees;
  - b) Hire, retire, classify, direct, transfer, demote, promote, lay-off, discipline, suspend or discharge employees, assign employees to shifts, provided that a claim of discriminatory demotion, retirement, discipline, suspension, or that an employee has been discharged without just cause, may be the subject of grievance and be dealt with as provided for in this agreement;
  - c) Generally to manage the services and operations in which the Employer is engaged and, without restricting the generality of the foregoing to retain all residual rights of management, the right to plan, direct, and control operations, direct the work forces, determine the number of personnel required from time to time, the number and locations of buildings, offices, and facilities, to have absolute control of buildings, offices, and facilities, the work to be performed and the methods, procedures, equipment, and scheduling in connection therewith, the qualifications required to perform the work and the standards of performance required of all employees, the machines, tools and material to be used and the location of such machines, tools and material;
- 2.02 The Management and/or Employer referred to above shall be responsible for the conduct of any contractors or agents engaged by the Employer specifically to perform managerial functions as described in Article 2.01, and any violation of this collective agreement by said contractors or agents will be considered a violation by the Employer.

### **ARTICLE 3 - CIVIL RIGHTS**

- 3.01 No discrimination, intimidation, interference, restraint or coercion will be practiced by either the Employer or the Union or by any of their officers or representatives against any employee by reason of race,



creed, colour, national origin, political or religious affiliation, sex, sexual orientation, or marital status, or by reason of membership or activity in the Union or by reason of lack of membership or activity in the Union.

#### **ARTICLE 4 - UNION SECURITY AND CHECK-OFF OF UNION DUES**

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

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

Employees will be required to permit the deduction from their pay, from time to time, any special or additional dues properly assessed in accordance with the Local Union by-laws as approved by the National Union.

The Employer agrees to deduct union dues from summer students who earn an hourly wage of ten (10) dollars or more.

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

4.03 a) The Employer agrees that it will acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security, dues check-off, and give each new employee a copy of this Agreement.

- b) In cases where a large number of new employees are hired at one time, the Employer agrees that it will, in concert with up to three (3) members of the executive as designated by the President, acquaint new employees as per paragraph (a) above.
- 4.04 In order to provide job security for the current members of the bargaining unit, the Employer agrees that all work or services which are currently performed by bargaining unit employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, privatized, in whole or in part to any other plant, person, company, or non-bargaining unit employee. The foregoing will not operate so as to prohibit the contracting out of work or services of the same type performed by the bargaining unit members, provided that such contracting out is in addition to the continued work of the bargaining unit members or is restricted to periods of peak demands.
- 4.05 The Employer agrees that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to ongoing joint discussions to determine which work and services might be performed by members of the bargaining unit (i.e. contracting in).
- 4.06 No bargaining unit work shall be done under the auspices of an "Ontario Works" (Workfare) or similar program without the written consent of the Union.
- 4.07 With respect to new Educational Assistant position(s) becoming available (assigned to casual employee(s)) as well as all current designated pool positions available, the Employer agrees to notify the Union in writing on a bi-weekly basis of casual employees, hours of work, location, and the person they are replacing (if applicable).

## **ARTICLE 5 - CORRESPONDENCE**

- 5.01 a) All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Officers of the Local Union and The National Representative with a copy to the Secretary and applicable Officer of the Employer.
- b) From time to time, the Employer shall notify the Union in writing of the applicable Officer referred to above for the purpose of specific

correspondence.

- c) A copy of any letter of discipline shall be sent to the President of the Local Union.

## **ARTICLE 6 - LABOUR MANAGEMENT AND UNION COMMITTEES**

6.01 It is agreed that a joint committee will be established with four (4) representatives from Local 1480 of the Canadian Union of Public Employees and four (4) representatives from the Employer. This Committee shall meet as scheduled, or at the written request of either party to discuss matters of mutual concern, which matters may not necessarily be covered by the terms of the existing collective agreement. The parties will develop an agenda prior to each meeting. The items for the agenda shall be submitted by each party to the other party at least three (3) working days prior to the meeting.

The fundamental purpose of the committee shall be to exchange views on matters which affect the duties required by the Employer and the welfare of its employees. This committee shall have no power to effect changes in the existing Agreement unless approved by the membership of the Local Union and the Board. The Employer will provide a response to the Union within ten (10) days of the conclusion of any Joint Committee Meeting under this Article as to the Employer's position on matters that remain unresolved.

6.02 The Employer agrees to recognize a negotiating committee of not more than five (5) employees, which shall be comprised of the President of the Local and four (4) other employees as selected by the Local.

6.03 The Employer agrees to recognize a Union Grievance Committee consisting of the President, Recording Secretary, Chief Steward and the Steward involved with the grievance. The Employer agrees to notify the Union of the names and titles of all pertinent management personnel.

6.04 Employees on any committee that has Employer and employee representation (except the Health and Safety Committee) shall suffer no loss of wages when meeting with Management during their regular

working hours. Meetings continuing or taking place after regular working hours are not subject to compensation.

- 6.05 Employees who participate on the Health and Safety Committee shall not suffer loss of wages when meetings of this Committee are held during regular working hours. Employees who are on the Health and Safety Committee who attend meetings after their normal hours of work, shall be entitled to compensation in accordance with the Ontario Occupational Health and Safety Act.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 The Employer recognizes the right of the Union to appoint or otherwise select eight (8) stewards to assist employees in preparing and presenting grievances in accordance with the grievance procedure. Two (2) stewards shall be appointed by the Union as Chief Stewards. The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees in relation to any dispute between the Local and the Employer.

- 7.02 A steward shall normally conduct his/her Union activities within the areas as defined by the Local and communicated to the Employer.

The Union shall notify the Employer in writing of the names of the Local's stewards, the areas within which they normally operate, and the Chief Stewards before the Employer shall be required to recognize them. The Local may revise or change the areas within which stewards normally conduct their activities at its sole discretion provided that no change will be in effect until the Employer has been formally notified of said changes.

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

representative or steward.

- b) The Employer agrees that stewards, or any other official of the Union, will not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this agreement.

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

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

#### STEP 1:

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

#### STEP 2:

Failing a satisfactory settlement of the grievance under Step 1, the Union Grievance Committee may then take the grievance up with the Superintendent of Finance or his/her designate at a meeting arranged for that purpose which meeting shall be held within ten (10)

working days or at a mutually agreeable date. It is understood that a representative of the Canadian Union of Public Employees may be present at such a meeting and representatives of the parties who met at the earlier stage of grievance procedure, if their presence is requested by either party. If a satisfactory settlement is not reached within ten (10) working days following the day on which deliberation commenced, or such additional time as may be mutually agreed upon, then the grievance may be referred to a Board of Arbitration as herein provided.

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

## **ARTICLE 8 - ARBITRATION**

- 8.01 Either party may refer a grievance, not settled within the foregoing procedure, to arbitration. The reference to arbitration will be made within forty-five (45) days of the completion of Step 2 unless said time period is extended by mutual consent.
- 8.02 The parties will attempt to agree to the composition of an Arbitration Board by way of appointing nominees who will in turn agree upon a Chairperson, or the parties will attempt to agree to a mutually acceptable Sole Arbitrator. If the two nominees fail to agree upon a chair, the Minister of Labour of the Province of Ontario upon the request of either party, shall make the necessary appointment of the Chair. The decision of a majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the chair shall be the decision of the Board of Arbitration and such decision shall be final and binding upon the parties and upon any employees affected by it.
- 8.03 None of the foregoing provisions prevent either party from making an application under the current Section 49 of the OLRA, 1995 for a statutory expedited arbitration.

- 8.04 None of the foregoing provisions prevent the parties from agreeing to a reference to an arbitrator on a Mediation/Arbitration basis.
- 8.05 Each of the parties will bear the expenses of their nominee, if applicable, and one half of the expenses of the Chair of the Board or Sole Arbitrator, as the case may be.
- 8.06 It is understood by the parties that if an Arbitrator is selected under Article 8.02, the Arbitrator shall have the same power as that provided by the Ontario Labour Relations Act (1995).
- 8.07 The Board of Arbitration or Sole Arbitrator shall not have jurisdiction or authority to alter or in any way modify the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision which is inconsistent with the terms and provisions of this collective agreement, unless such change is required by any Act or regulatory legislation.

#### **ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 9.01 A claim by an employee (who has completed his/her probationary period and who has been discharged or suspended from the employ) that his/her discharge or suspension was without just cause shall be treated as a grievance. Such grievance shall commence at Step 2 of the grievance procedure as herein provided.

An employee is entitled, one (1) day prior to the imposition of suspension or discharge, to be notified at a meeting with Management of the reasons for considering such action.

- 9.02 Such grievance may be settled by confirming the employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties or if necessary a Board of Arbitration.
- 9.03 An employee who has completed his/her probationary period may be dismissed but only for just cause. When an employee is discharged or suspended he/she shall be given the reason in the presence of his/her steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

9.04 The record of an employee shall not be used against him/her at any time in the following instances:

- a) when eighteen (18) months have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction;
- b) when twelve (12) months have elapsed since the issuance of a letter of reprimand provided there has been no recurrence of a similar and/or other infraction.

### **ARTICLE 10 - NO STRIKES OR LOCKOUTS**

10.01 It is agreed that there will be no lockouts by the Employer and no strikes by the Union as long as this Agreement continues to operate.

10.02 No employee covered by this Agreement will be required to perform work normally done by any other employee of the Employer engaged in a legal strike.

### **ARTICLE 11 - SENIORITY**

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

Employees of the other Local 1480 bargaining unit, provided there has been no break in service, who become members of this bargaining unit as per article 12 subsequent to January 1, 1998, shall carry over their seniority as though it was service in this bargaining unit.

11.02 Newly hired employees for permanent positions shall be considered to be on probation until he/she has worked a total of 80 (eighty) worked days from the date of hiring. During the probationary period, employees shall not be entitled to grieve a discipline, suspension, lay-off or discharge and shall not be eligible for the fringe benefits detailed under Articles 21.01 to 21.08 inclusive until after completion



of the third (3rd) month of the probationary period. After completion of the probationary period, seniority and sick leave credits shall be effective from the original date of employment.

- 11.03 The Employer agrees to post seniority lists by May 1 of each year showing seniority status, classification, and site location of each employee and to furnish a copy of such lists to the Union.

Should an employee question the accuracy of his/her relative seniority status or documentation used to determine his/her relative seniority status as depicted on the seniority list, the employee shall notify the Union and the Board in writing to this effect. The parties and the employee shall meet within ten (10) school days after the Board receives any such written notification to resolve the matter.

Any discrepancies in seniority must be brought to the attention of Human Resources-Support Staff by June 30 of each year. The Employer agrees to correct any errors as mutually agreed upon. No change shall be made in the seniority status of an employee without consultation with the Union.

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

An employee shall forfeit all seniority rights in the event that:

- a) the employee is discharged for just cause and is not reinstated;
- b) the employee resigns or retires;
- c) the employee is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer unless such notice is impossible;
- d) the employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address;
- e) the employee is laid off for a period longer than twenty four (24)

months or the length of his seniority, whichever is the lesser;

- f) after the employee has exhausted benefits of the Short Term Sick Leave Plan, if he/she is unable to work due to incapacity from illness or injury (not covered by Workplace Safety Insurance Act) for a period exceeding two (2) years subject to Article 19.09;
  - g) he/she is unable to work for a period exceeding two (2) consecutive years due to illness or injury covered by the Long Term Disability Plan subject to Article 19.09;
  - h) he/she is unable to work for a period exceeding two (2) consecutive years due to incapacity from an injury covered by the Workplace Safety Insurance Act subject to Article 19.09.
- 11.05 The Employer agrees that once per year, they will provide to the Local Union Officers a list of the names, addresses, telephone numbers, classification and school location of all employees represented by the Local Union.

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

When new employees are hired, they shall be advised that as a condition of employment they agree that information in the first paragraph will be provided to the Union officers. The Union agrees to save the employer harmless with respect to the provision of any and all information disseminated through the use of this article.

- 11.06 No employees shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.
- 11.07 The seniority order of employees with the same seniority date shall be determined by a lottery drawing of names with the names first drawn being deemed to have the highest ranking of those with the same date and the names subsequently drawn being deemed to be

next in the same order as they are drawn.

This process shall be conducted immediately after the signing of the collective agreement for same seniority dates which exist as at that time.

Same seniority dates that arise at any time after the foregoing initial determination shall be determined immediately after they are created.

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

12.01 When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall notify the Union and send a notice of the position to each site location for posting for a minimum of ten (10) working days in order that all members of both Local 1480 bargaining units will know about the position and be able to make written application therefore. A copy of the posting will be faxed to the Recording Secretary of the Union on the same day as the notice of position is issued for posting. Working days are defined as the Employer's normal working days.

When a vacancy occurs after the end of school in June but before the start of school the following September, the position will be filled temporarily. The first opportunity for posting the vacancy will commence the beginning of the last full week of August. The Employer shall notify the Union and send a notice of the position to each site location for posting.

12.02 Such notice shall contain the existing information now used by the Employer (Former Frontenac County Board of Education). When the Employer decides to alter or add qualifications to a position, they shall first consult in writing with the Union.

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

12.04 In the event that no applicant for a job posting meets the qualifications to perform the work involved, the Employer may either:

- a) select one of the applicants to train for the job; or
- b) engage a new employee

If the Employer chooses option (a) above, then when selecting an applicant, where two or more employees are deemed to be candidates for training, the senior employee shall be granted the preference.

12.05 During the posting and the selection period, the Employer may fill a vacancy temporarily.

12.06 If an employee is successful in his/her application for a transfer, the appointment will be considered temporary for a period of sixty (60) worked days. Conditional on satisfactory service and with the agreement of the employee such transfer shall become permanent after the period of sixty (60) worked days. In the event the transfer does not become permanent the employee shall be returned to his/her former position without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his/her former position without loss of seniority and prior wages or salary. If an employee is returned to his/her former position he/she will not be considered for another transfer for a period of six (6) months from the date of his/her return.

12.07 If an employee is successful in his/her application for a promotion he/she shall be placed on trial for a period of sixty (60) worked days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of sixty (60) worked days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and prior wages or salary. If the original applicant is returned to his/her former position, he/she will not be considered for another promotion for a period of six (6) months from the date of his/her return.

- 12.08 Employees shall endeavour to give the Employer at least (2) weeks notice on resignation.
- 12.09 The Union shall be notified within ten (10) days of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment of members in the Bargaining Unit. For the purposes of this article, hirings, lay-offs, transfers, recalls and terminations of employment appointments are deemed not to have taken place subsequent to Board approval.
- 12.10 When a temporary vacancy occurs for a period of five (5) months or longer for an Office Manager, Elementary School Secretary, Senior Clerk, or Library Technician, the vacancy shall be posted. The vacancy that occurs as a result of an employee moving into the temporary vacancy will also be posted and any subsequent vacancies arising as a result shall not be posted but may be filled by a qualified employee at the same work site. If no employee at the existing work site assumes the temporary position then the position shall be filled by a casual employee. The successful employees shall revert back to his/her/their original position(s) at the end of the temporary period. Article 12.06 shall not apply to this Article. This article is intended to operate for the purpose of providing an opportunity for employees in lower rated positions to gain on the job experience and for that reason no employees who are already incumbent in the classification posted will be considered.
- 12.11 The Employer agrees that during the posting procedure, no outside advertisement shall be made until members of the Union have had an opportunity to apply and have received the decision.
- 12.12 When selecting employees under Article 12.03 or 12.06, applicants outside of the bargaining unit shall not be eligible for consideration. First preference for selection shall be regular employees.
- 12.13 When it appears that there may not be an internal applicant for a posted vacancy, the vacancy may be advertised externally during the internal posting period. However, any internal applicants will have absolute priority over outside applicants should there be internal applicants who meet the conditions of Article 12. Applicants from the other Local 1480 Bargaining Unit who meet the conditions of Article 12 shall be considered prior to consideration of external applicants. The Employer, however, is under no obligation whatsoever to select

applicants from the other Local 1480 Bargaining Unit.

#### 12.14 **EDUCATIONAL ASSISTANTS ONLY**

There will be one single Educational Assistant classification.

For all EA's hired, the minimum qualification for all E.A. positions with the Employer will be a diploma from a community college in one of the following:

Behavioural Technician, or  
Child and Youth Worker, or  
Development Service Worker, or  
Early Childhood Education, or  
An equivalent of one of the above as determined by mutual agreement between the parties.

All E.A.s of former 1558 and 1727 hired prior to the date of signing will be grandparented into the E.A. classification at the Educational Assistant I rate of pay as listed in Appendix A . In order to qualify for the E.A. II rate of pay, the incumbent must attain one of the above mentioned community college diplomas. All E.A.s presently paid at the current E.A. II rate of pay shall be deemed to be qualified as an E.A. II and will continue to be paid as such. Layoffs of E.A.s will occur in the reverse order of seniority.

The specific role(s) of the E.A. shall be determined by the Principal or Supervisor in consultation with the E.A. (s) assigned to the school in order to fully utilize their expertise. The purpose of this clause is to ensure some degree of flexibility with respect to the specific assignment of duties which are in keeping with the best interests of the students and the school. However, it is not the intent of this clause to alter the broad scope of the specific position selected by an Educational Assistant but rather to discuss and finalize all various components of the actual job selected at the annual transfer/placement meeting.

The E.A. Transfer/Placement Procedures and related matters pertaining specifically to the E.A. classification are covered in Schedule "X" as amended from time to time by mutual agreement.

### **ARTICLE 13 - LAYOFFS AND RECALLS**

### 13.01 **Notice**

In the event of a proposed layoff of a permanent nature or the elimination of a position within the bargaining unit, the Employer shall:

- a) provide the Union with no less than forty (40) working days notice of the proposed layoff or elimination of position; and
- b) notify employees, who are to be laid off, thirty (30) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) working days after notice of layoff, he/she shall be paid in lieu of work for that part of thirty (30) days during which work was not made available. For employees with less than one (1) year's service, layoff notice shall be ten (10) working days' notice or ten (10) days pay in lieu of work.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (a) above shall be considered notice to the Union of any subsequent layoff.

### 13.02 a) **Redeployment Committee**

The parties agree that a "vacant" position or "vacancy" as used in this Redeployment section means a vacancy that continues to exist after the position has been offered in accordance with Article 12. If necessary the process in Article 12 may be expedited from time to time by mutual agreement.

The Parties further agree that the Committee will work cooperatively to meet the goals of both the employer and the employee in order that the employer can meet the goals of the organization and in order that the union can ensure that the employee's rights to employment are met.

### b) **Attrition**

Upon identification of a vacancy arising from employee attrition, the Redeployment Committee will meet to identify alternative staffing arrangements. The committee will be empowered to waive the

restrictions which might otherwise apply, e.g. have the authority to recommend to the Board the transfer of employees or to maintain vacancies and fill with casuals beyond six (6) months. Provisions for training of up to four (4) months will be available and the goal of the staffing changes will be to maximize the operational efficiency of the organization and the success of the employee in the new position.

**c) Committee Mandate**

The mandate of the Redeployment committee is to:

1. Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work.
2. Identify vacant positions within the Board or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - a) within the bargaining unit; or
  - b) within another CUPE bargaining unit; or
  - c) not covered by a collective agreement
3. Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
4. Subject to 13.02 h), the Board will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority, if, with the benefit of up to four (4) months retraining, an employee has become able to meet the normal requirements of the job.
5. Any dispute arising from the aforementioned process shall be resolved through a process of mediation/arbitration.

**d) Committee Composition**

The Redeployment committee shall be composed of equal representation of Board and the Union to a maximum of six (6) members in total.



Members with a conflict of interest are expected to excuse themselves where appropriate.

One representative, who is not part of the redeployment process, from the Union will be permitted to accompany members who attend at redeployment meetings.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his/her regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

**e) Disclosure**

The Board shall provide to the Redeployment Committee all pertinent staffing and financial information.

**f) Alternatives**

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Director of Education, the trustees, and the Union.

**g) Placement**

Upon successful completion of his/her training period, the Board and the Union undertake to waive any restriction which might otherwise apply, and the employee will be placed in the job identified in 13.02 c).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

Bargaining unit members moved by the Board through this

redeployment process only to positions outside of the bargaining unit shall maintain and continue to accrue seniority in the bargaining unit for a period of one (1) year.

#### **h) Retraining for Positions Within the Board:**

Where, with the benefit of retraining of up to four (4) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a Board Position identified by the redeployment Committee in accordance with Article 13.02 c) 3:

- a) Opportunities to fill vacant positions identified by the Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of the CUPE 1480 bargaining unit may be offered by the Board at its discretion.
- b) The Board and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining. The Redeployment Committee will seek the assistance of the Board to cover the cost of tuition, and the cost of books to a maximum of \$50.00.
- c) Apart from any on-the-job training offered by the board, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed four (4) months.
- d) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Board will continue to receive insured benefits.

13.03 Layoff shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employees. Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees

shall be laid off in the reverse order of their seniority and in accordance with Article 13.04. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.

- 13.04 Recognizing the principles of Article 13.03, the parties agree that an employee about to be laid off may displace (bump) any employee with less seniority in the same or lower classification, provided the employee exercising his/her right is qualified to perform the work of the employee he/she is displacing. Should the displaced employee not have any other option than to bump into a lower classification position, then the initial employee affected by layoff shall be allowed to bump into a position of higher classification providing he/she is qualified to perform the work of the employee he/she is displacing. Further instances of bumping up may occur as necessary depending upon the number of employees with no other option than to bump into a lower classification. The number of instances bumping up may occur during the course of a layoff shall be made by Mutual Agreement between the parties.

This practice is intended to operate so as not to allow more junior employees affected by layoff preferential placement over more senior employees.

When an employee exercises his/her bumping privilege, he/she shall not be entitled to a further bump should he/she find his/her new job unacceptable. Any employee who is displaced by a senior employee shall also have the same privilege of displacing and bumping until the most junior employee has no one to displace or bump, then that employee shall be laid off in accordance with the provisions of Article 13.

- 13.05 An employee receiving notice of layoff must indicate in writing to the Employee Relations Advisor, within ten (10) working days of receiving written notification that his/her position has been declared surplus that he/she wishes to displace (bump) or accept the layoff. If written notification is not received in the time periods referred to above, he/she shall be deemed to have opted to be laid off.
- 13.06 No new employees will be hired until those laid off have been given an opportunity of re-employment provided they are qualified to do the work available.

- 13.07 Grievances concerning layoffs due to reduction in the work force shall be initiated at Step 2 of the grievance procedure.
- 13.08 Both parties agree that the Board, at its discretion, may implement a Board-wide shutdown for the last week of July and the first week of August with the exception of ITS and Continuing Education Staff needed for summer school programs. This closure is not considered a layoff. The Employer agrees that employees may use this two (2) week period as vacation entitlement covered by Article 17 rather than have the period off without pay. Such choice shall be at the discretion of the employee, provided the employee has two (2) week vacation entitlements or more. If vacation is taken, the employee's entitlement under Article 17 to take all vacation in an unbroken period is waived so that employees can be required to work immediately before and immediately after the two week period.
- 13.09 Both parties understand and agree that no regular employee shall be subject to layoff or reduction in their regular hours while any casual employee is employed in a capacity the affected employee is qualified and willing to perform. It is understood that the Employer will use its best efforts to expedite the review and testing process if required.

#### **ARTICLE 14 - HOURS OF WORK**

- 14.01 The normal work week shall consist of five (5) days of seven (7) hours each, Monday to Friday inclusive. The normal work day shall not commence before 7:30 a.m. nor finish later than 5:00 p.m. No seven (7) hour day shifts shall be spread over a period longer than eight (8) hours with one (1) hour off for lunch . The Employer shall endeavour to provide each employee with an uninterrupted lunch period whenever possible. It is agreed that the one hour lunch break may be extended or reduced by mutual agreement between the Employer and the employee concerned.

Employees who are classified in classifications listed below may be required to work hours of work outside the parameters of the first paragraph above. Should that be the case the employees shall be given adequate notice and further the Employer agrees that if the employees are scheduled beyond 5 p.m but not later than 11 p.m. the total period of the shift shall be seven (7) hours from start to

finish with a paid lunch break. The Employer shall endeavour to provide each employee with an uninterrupted lunch period whenever possible. Employees shall also be paid the hourly shift premium for each hour, detailed in Article 14.05. The affected classifications are:

Programmer  
 Liaison Officer  
 Facilitator Technological Programs  
 Senior Computer Operator  
 Senior Computer Services Technician  
 Computer Services Technician  
 Computer Operator - Information Technology Services  
 Community Living and Work Facilitator  
 Database Administrator

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

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

- 14.02 From approximately July 1st until August 30th, the normal hours of work as listed above shall be modified as follows. Employees shall work four (4) days per week consisting of seven and one-half (7 ½) hours per day exclusive of a one-half (½) hour unpaid lunch period. Schools must however schedule a five day operation (Monday to Friday) if required to accommodate program needs.

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

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

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

The working day at 7 ½ hours is straight time. An employee requested to work overtime beyond 7 ½ hours of a period of one

hour or less shall receive payment at straight time. An employee requested to work overtime beyond 8 ½ hours shall receive the appropriate overtime rate for all hours worked beyond the 7 ½ hours. An employee required to work beyond 30 hours per week shall receive straight time for up to and including 35 hours, after 35 hours of work the applicable overtime rates shall apply.

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

14.05 Employees required to work evening shift shall receive a shift bonus of seventy-five cents (\$.75) per hour.

14.06 **EDUCATIONAL ASSISTANTS AND EARLY LITERACY DEVELOPMENT INSTRUCTORS ONLY**

a) All Educational Assistants and Early Literacy Development Instructors covered by this Agreement will be employed during the school year as defined by the Ministry of Education. The normal work week shall consist of five (5) days of six (6) hours each, Monday to Friday inclusive. No six (6) hour day shift shall be spread over a period longer than seven (7) hours with one (1) hour off for lunch. It is agreed that the one hour lunch break may be extended or reduced by mutual agreement between the Employer and the employee concerned.

b) Notwithstanding the above, only those Early Literacy Development Instructors, currently employed by the Board as of the signing of this Agreement, shall have a normal work week which consists of five (5) days of seven (7) hours each, Monday to Friday inclusive. The normal work day shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No seven (7) hour day shift shall be spread over a period longer than eight (8) hours with one (1) hour off for lunch. It is agreed that the one hour lunch break may be extended or reduced by mutual agreement between the Employer and the employee concerned.

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

Employees working six (6) hours per day shall be entitled to a fifteen (15) minute rest period both in the morning and in the afternoon. Employees working three (3) hours or less per day shall be entitled to one (1) fifteen (15) minute rest period per day. Educational Assistants and Early Literacy Development Instructors shall be required to report to work on regular instructional school days. These employees shall also be entitled to work at least one half of the Professional Development Days at their own option and notwithstanding the foregoing may be required to work all of the days by the supervisor or the Board.

## **ARTICLE 15 - OVERTIME**

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

Educational Assistants' and Literacy Development Instructors' overtime shall be based on a six (6) hour day subject to Article 14.06 b).

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

a) the employee shall be paid; or

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

15.03 An employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of two (2) hours at

the applicable overtime rates. Employees shall respond only when required to do so by their Supervisor.

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

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

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

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

If no employee voluntarily agrees to work the necessary overtime or is unavailable, then the Employer may assign another employee from another work location who is willing to carry out the duties.

## **ARTICLE 16 - HOLIDAYS**

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

Good Friday	Canada Day
Easter Monday	Civic Holiday
Victoria Day	Labour Day
Thanksgiving Day	

### **CHRISTMAS SEASON 2000**

Monday, December 25	Christmas Day
Tuesday, December 26	Boxing Day
Wednesday, December 27	Paid Holiday
Thursday, December 28	Paid Holiday
Friday, December 29	Paid Holiday



Monday, January 3	New Year's Day
Tuesday, January 4	Paid Holiday

### **CHRISTMAS SEASON 2001**

Monday, December 24	Paid Holiday
Tuesday, December 25	Christmas Day
Wednesday, December 26	Boxing Day
Thursday, December 27	Paid Holiday
Friday, December 28	Paid Holiday
Monday, December 31	Paid Holiday
Tuesday, January 1	New Year's Day

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

16.02 Ten month employees shall not receive payment for the Civic Holiday.

### **ARTICLE 17 - VACATION**

17.01 An employee shall earn vacation credits at the following rates:

- a) .83 days per month during the first year of continuous service (12 months=10 days)
- b) one and one-quarter (1 1/4) days per month after one (1) year of continuous service (12 months=15 days)
- c) one and two-thirds (1 2/3) days per month after four (4) years of continuous service (12 months=20 days)
- d) two and one-twelfth (2 1/12) days per month after thirteen (13) years

of continuous service (12 months=25 days)

- e) two and one-half (2 ½) days per month after twenty (20) years of continuous service (12 months=30 days)
- 17.02 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each holiday in addition to his/her regular vacation time.
- 17.03 Vacation pay shall be at the rate effective immediately prior to the vacation time.
- 17.04 Vacation shall be granted on the basis of seniority within departments.
- 17.05 An employee is entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the employer.
- 17.06 An employee is entitled to vacation credits under Article 17.01 in respect of a month or part thereof in which he/she is at work, or on leave with pay, or on maternity leave, or Union leave not exceeding one month.
- 17.07 An employee is not entitled to vacation credits under Article 17.01 in respect of a whole month in which he/she is absent from duty for any reason other than paid vacation or leave of absence with pay.
- 17.08 An employee shall be credited with his/her vacation for a calendar year at the commencement of each calendar year plus the previous year's vacation entitlements not used, subject to Article 17.09
- 17.09 An employee may accumulate vacation to a maximum of twice his/her annual accrual but shall be required to reduce his/her accumulation to a maximum of one (1) year's accrual by 31 December each year.
- Effective June 30, 1998, a ten (10) month or eleven (11) month employee shall be required to reduce his/her accumulation to a maximum of one (1) year's accrual by 30 June of each year.
- 17.10 On commencing employment, an employee shall be credited with pro-rata vacation for the balance of the calendar year, but shall not

be permitted to take vacation until he/she has completed six months of employment, except for employees covered under Article 17.14.

- 17.11 Where an employee leaves the Board's employ prior to the completion of six (6) months of employment, he/she is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of employment.
- 17.12 An employee who has completed six (6) months of employment shall be paid for any accrued and unused vacation credits at the date he/she ceases to be an employee, or at the date he/she qualifies for payments under any Long Term Disability Plan the parties may agree to, and any salary paid for unearned vacation used up to that time shall be recovered by the employer from any monies owing to that employee.
- 17.13 In the calendar year in which an employee retires and provided he/she works until August 31 of that year (10 month employees June 30) he/she shall receive full vacation rates calculated as though he/she had worked the calendar year.
- 17.14 Employees who normally do not work during the Christmas Break and the Winter Break shall be allowed to take their vacation entitlement with pay for those days that they would not receive pay.
- 17.15 Employees who normally work less than twelve (12) months per year shall have their actual vacation entitlements prorated. For purposes of progressing through the vacation schedule (Article 17.01) ten (10) month employees shall be credited with twelve (12) months service.
- 17.16 **EDUCATIONAL ASSISTANTS ONLY**

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

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

## **ARTICLE 18 - LEAVE OF ABSENCE**

- 18.01 The Employer may grant leave of absence without pay to an employee for any reason which is regarded by the Employer as legitimate and acceptable. A request for such leave shall be made in writing along with the reasons and forwarded to the principal/supervisor for recommendation. The request will then be forwarded to Human Resources Support Staff for final approval. A leave of absence shall not be taken without first obtaining the formal approval of the Employer. During the period of the leave without pay, provided that it exceeds one month, the Employee shall pay the premiums contained in Articles 21.02, 21.03, 21.04, and 21.05 where applicable.
- 18.02 The extension of any leave of absence granted by the Employer beyond its date of expiry shall be at the sole discretion of the Employer.
- 18.03 Leave of absence without pay shall be granted upon written request by the Union to the Employer at least two (2) weeks in advance of the start of such leave to attend a Union convention, Union education seminar or other Union business. Such leave of absence shall not exceed a total of one hundred (100) person days in any one calendar year. In addition the Parties agree that in respect to the administration of this clause for the life of this Agreement, nothing prevents the Board from granting additional days over and above the number of days stated in the clause. It is also understood that upon such a request from the Union, such leave shall not reasonably be denied.
- 18.04 Leave of absence without loss of pay will be granted to an employee upon written request up to a maximum of five (5) working days in case of death of an employee's spouse, child, mother or father.

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

During the employee's actual vacation leave, should he/she become

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

- 18.05 The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of seniority and without pay so that employees may be candidates in a federal, provincial or municipal election.

Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated or who is elected to public office, shall be granted leave of absence without loss of seniority, by the Employer, for a period of up to one year. Such leave shall be renewed each year, on request, during the term of his/her office. The total consecutive years of leave shall not exceed five (5) years of absence.

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

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

18.08 **PARENTAL LEAVE**

Upon written request, leave of absence without pay and without loss of seniority shall be granted for parental leave to a maximum of fifty (52) weeks. The employee returning to work after parental leave shall provide the employer with at least two (2) weeks notice. On return from parental leave, the employee will be placed in his/her former position. If his/her former position should become redundant during parental leave, he/she would then be placed in a position consistent with the seniority provisions of this agreement. Once an employee has started his/her parental leave, he/she shall not be eligible for sick leave benefits, except as covered under Article

19.11a) or 19.11 b).

During the period of parental leave, up to fifty (52) weeks, the Employer agrees to continue paying the Employer's share of the benefits contained in Articles 21.02, 21.03, 21.04, and 21.05 where applicable.

While an employee is on parental leave, the replacement procedure shall be as follows subject to Article 12 which takes precedent:

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

If an employee on parental leave decides not to return at the end of his/her leave, that position shall then be posted as a regular position.

Notwithstanding the other provisions contained in Article 18.08, the Employer agrees that, as soon as possible after the signing of this collective agreement, they shall enter into an agreement with the Human Resources Development Canada Employment Insurance Supplemental Unemployment Benefit Plan to provide that an employee on leave of absence as set out above and who is in receipt of Employment Insurance Parental Benefits pursuant to Section 22 of the Employment Insurance Act, S.C.1996, shall be paid by Supplemental Unemployment Benefit Plan. That Benefit will be equivalent to the difference between 75% of the employee's regular earnings and the sum of weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub, as proof that she is in receipt of Employment Insurance Parental Benefits, and shall continue while the employee is in receipt of such benefits to a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked, prior to commencement of the leave, times her normal weekly hours.

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

18.09 Employees shall be allowed three (3) consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

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

Compassionate Leave, to a total of five (5) days per year, may be granted at the discretion of the Employee Relations Advisor - Support Staff in consultation with the employee's Supervisor. A year is defined as July 1 to June 30 for personal leave entitlement and record keeping.

Days for which Compassionate Leave is granted are not deductible from short term sick leave.

Compassionate leave is not cumulative.

18.11 **X/Y LEAVE PLAN (SELF FUNDED LEAVE)**

The X/Y Leave Plan forms part of this agreement and is attached as schedule X. (Note: Deadline for application is January 15)

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

18.13 The Employer agrees that the Local Union President, or designate, may be absent from work up to one hundred (100) days per year for the purpose of taking care of Local Union business with the

understanding that the Union will give as much notice as possible prior to the actual absence.

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

- 18.14 When specifically requested by the Union the Employer agrees to grant an unpaid leave for the Local President for one-half (½) of each of his/her scheduled work days for the purposes of attending to Local Union business and to provide improved availability to deal with matters which require discussion with the Employer. In this regard the Employer agrees to continue the wages and bill the Union as provided in Article 18.13.
- 18.15 The necessary time (up to one (1) day maximum) is granted for an employee to attend his/her own graduation ceremonies, or those of his/her own son, daughter, husband or wife, from a secondary or post-secondary institution.
- 18.16 The Employer agrees that an employee who may be involved in a school closure due to inclement weather which affects students in their work area will not suffer any loss of wages for that portion of the shift remaining. Should weather clear before the next shift is scheduled to commence, employees on that shift will be expected to work.

## **ARTICLE 19 - SHORT TERM SICK LEAVE PLAN**

- 19.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act. A deduction shall be made from sick leave of all normal working days (exclusive of holidays)



absent for sick leave as defined herein. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, but less than a full day, shall be deducted as one-half (½) day.

An employee will report an absence within at least one (1) hour prior to normal starting time, but shall endeavour to report as soon as possible.

19.02 All regular full-time employees and part-time employees on continuous employment longer than three (3) months, shall be eligible for benefits.

19.03 a) The Employer agrees to contribute one hundred percent (100%) of the cost of the Short Term Sick Leave Plan.

b) Benefits of Short Term Sick Leave Plan as outlined below would commence on the first day of disability due to accident or sickness and would be payable for up to seventeen (17) weeks.

<b>Length of Service</b>	<b>100% of Salary</b>	<b>75% of Salary</b>
Less than 3 months	0 working days	0 working days
3 months but less than 1 year	5 working days	80 working days
1 year but less than 2 years	10 working days	75 working days
2 years but less than 3 years	15 working days	70 working days
3 years but less than 4 years	20 working days	65 working days
4 years but less than 5 years	25 working days	60 working days
5 years but less than 6 years	35 working days	50 working days
6 years but less than 7 years	45 working days	40 working days
7 years but less than 8 years	55 working days	30 working days
8 years but less than 9 years	65 working days	20 working days
9 years but less than 10 years	75 working days	10 working days
Over 10 years	85 working days	0 working

days

(Excluding Legal Holidays)

c) An employee will not be entitled to more 100% paid days in the period July 1 to June 30 annually than are listed above according to an employee's length of service.

d) Full entitlement to sick days paid at one hundred percent (100%) of regular earnings shall be restored each July 1st for employees at

- work contiguous to that day and upon the first date of return to work following July 1st for employees who are on sick leave.
- e) If an employee runs out of one hundred percent (100%) weeks, there will always be up to seventeen (17) weeks of disability coverage at seventy-five percent (75%) of earnings, for every unrelated disability due to accident or sickness. A related disability would be considered an unrelated disability if an employee returns to work on a full time basis for at least twenty (20) days.
  - f) For any illness or disability, the combination of one hundred percent (100%) and seventy-five percent (75%) paid days shall always total seventeen (17) weeks of available paid sick leave.
- 19.04 Any absence of three (3) consecutive working days, or for one (1) working day prior to or following a paid holiday or annual leave which is to be charged as sick leave, must be supported by a certificate from an appropriate licensed medical practitioner, approved and paid for by the Board, stating that the employee was unable to perform his/her duties and indicating the probable duration of illness.
- 19.05 In all cases of prolonged illness, a certificate from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying to the illness of the employee, may be required monthly before any payment for short term sick leave is made.
- The Employer may, at any time, request an employee to submit a certificate of health signed by an appropriate licensed medical practitioner, approved and paid for by the Employer.
- 19.06 More than six (6) days of uncertified absence within the sick leave year (July 1 - June 30) shall be charged as sick leave without pay.
- 19.07 The elimination/qualifying period for Long Term Disability is seventeen (17) weeks of continuous disability.
- 19.08 When an employee has exhausted benefits under the Short Term Sick Leave Plan, he/she will cease to receive any salary payments. The employee shall receive any holiday pay due to him/her at the time he/she ceases to receive any salary payments. Continuation of benefit coverage is covered under Article 21 - Welfare Benefits.
- 19.09 An employee, with seniority, who has been removed from payroll for

a period not exceeding six (6) months because of an illness or injury, will be reinstated in his/her former position with no loss of seniority provided that upon his/her return to work he/she provides an acceptable physical examination report from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying that he/she is physically capable of performing the duties of that position.

An employee who has been removed from payroll due to illness or injury for a period exceeding six months but not exceeding 2 consecutive years may be re-employed to a vacant position to which the employee is capable and qualified to perform. Should no vacancies exist, the returning employee shall be placed into a position that he/she is capable and qualified to perform that is held by one of the five least senior employees of the Bargaining Unit. An employee who has been unable to perform his/her duties due to illness or injury for a period exceeding two (2) consecutive years will not be considered for re-employment unless the employee provides an acceptable physical examination report from a licensed physician, certifying that he/she is physically capable of performing the duties of a position or a modified position in which case they may be considered for a vacant position.

It is therefore understood that should an employee be unable to perform his/her duties due to illness or injury for a period exceeding twenty-three (23) months, the Limestone District School Board will send a letter to the employee's last known address inquiring whether the employee would be able to return to work and what, if any, reasonable accommodation the employee would require in order to be able to return to work prior to the twenty-four (24) month period or shortly thereafter.

The Employer agrees that the Union will be consulted with respect to any return to work plans in relation to members returning on modified work and that such participation will be from the initial stages through to the conclusion.

Both parties recognize any rights pursuant to the provisions of the Ontario Human Rights Code prevail over any provisions in this article in the event of conflict.

19.10 Should the Employer feel that an employee is abusing his/her sick

leave privileges, the Employer may notify the employee in writing of their feelings toward his/her sick leave record with a copy to the Union.

Should the Employer feel that as a result of the above letter there has been no improvement or they are still not satisfied, then they may send the employee a letter requiring that to be eligible for future sick leave payment he/she must have a medical certificate signed by an appropriate licensed medical practitioner, approved and paid for by the employer.

19.11 **a) Former Lennox and Addington County Board of Education  
CUPE Employees Former Local 1558 Cumulative Sick Leave  
and Retirement Gratuity Plan**

Employees hired before April 23, 1986, shall have their sick leave bank reduced by fifty percent (50%), frozen and set aside for the purposes of sick leave payout, recognizing that the sick leave plan covered in this article would be effective October 1, 1999. Should an employee be given leave without pay for any reason, or laid off on account of lack of work and returns to work upon expiration of such leave of absence or layoff, he/she shall retain his/her frozen sick leave bank, if any, existing at the time of such leave or layoff provided he/she has not already received a sick leave payout.

**b) Former Frontenac County Board of Education CUPE  
Employees - Sick Leave Payout**

Employees hired before July 1, 1997 and who have not accepted and received a sick leave payout, shall have their sick leave bank reduced by fifty percent (50%), frozen and set aside for the purposes of sick leave payout, recognizing that the sick leave plan covered in this article would be effective July 1, 1997. Should an employee be given leave without pay for any reason, or laid off on account of lack of work and returns to work upon expiration of such leave of absence or layoff, he/she shall retain his/her frozen sick leave bank, if any, existing at the time of such leave or layoff provided he/she has not already received a sick leave payout.

- 19.12 Frozen sick leave credits will be payable upon termination, death (pursuant to 19.15), or retirement because of age, illness or pension or if an employee loses seniority in accordance with Articles 11.04 (f), 11.04(g), or 11.04 (h) at his/her rate of pay just prior to the time of payout, subject to the following.

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

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

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

An employee with over twenty (20) years of service shall receive a payout of his/her frozen sick leave up to a maximum of one-half ( $\frac{1}{2}$ ) years salary.

- 19.13 Employees who, as at the signing of this agreement, have frozen sick leave credits, and the amounts thereof, as described in this article are listed in schedule "x" which is distributed to the employees concerned and which is not appended to, yet nevertheless forms part of this agreement.

The parties agree that the frozen sick leave credits are fully vested in the individual employees and as such may not be in any way diminished, cashed out, removed, or altered without the express individual consent of the employee and that the parties to this agreement expressly agree not to make any proposal in relation to the renewal of this agreement that would operate to render this article (19.13) inoperable.

The parties further agree that in the event that any legislation is introduced which may have as a consequence the alteration of the above provisions relating to sick leave credits, that the employees will be offered an alternative so as to ensure that the rights and benefits attached to the frozen sick leave credits are not in any way

diminished, and that such actions as are necessary are implemented prior to any effective date proposed in the legislation.

- 19.14 The Retirement Gratuity shall be paid in one instalment, or at the employee's request two equal instalments commencing in the calendar year following the employee's retirement or by such other instalments agreeable to both parties.
- 19.15 If an employee dies before receiving the full amount of his/her gratuity, then the balance shall be paid to his/her estate. In the event of the death of an eligible employee, the deceased's estate shall receive the amount calculated in 19.12.

## **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

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

An employee required by the employer to use his/her own car to

drive Employer materials shall receive an additional five cents (\$.05) per kilometre.

- 20.05 The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify himself/herself to perform his/her job. Payment shall be made on registration in the course. Employees, unilaterally withdrawing from a course prior to its completion, will reimburse the Employer for the cost of the tuition.
- 20.06 Ten month employees will have the option of being paid either over a ten month period or a twelve month period. Employees will be allowed a maximum of two (2) payroll designation changes during any five (5) year period.

## **ARTICLE 21 - WELFARE BENEFITS**

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

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

- a) Ontario Health Insurance Plan
- b) Liberty Health Plan for semi-private hospital care
- c) Liberty Health Extended Health Care: - \$20 deductible, family  
- \$10 deductible, single

Effective July 1, 1997:

- Liberty Health Extended Health Care - \$40 deductible, family  
- \$20 deductible, single

Coverage for prescription drugs will be adjusted to exclude all over-the-counter-drugs except life sustaining (Formulary Three).

d) Vision Care

Maximum amount is \$200.00 per 24 consecutive months.

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

following requirements:

- a) he/she notifies the Employer immediately of his/her intention to carry the plans; and
- b) he/she provides the Employer with the money needed to cover his/her share of the cost prior to the regular billing date.

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

21.04 The Board will pay 100% of the premium established for Liberty Health Dental Plan No. 9 (current year ODA Schedule of Fees less one year effective each July 1<sup>st</sup>)

Effective July 1, 1997 the current plan shall be amended so that the following procedures shall be eligible for reimbursement once every nine (9) months for adults and six (6) months for children under the age of eighteen (18):

Recall Oral Examinations  
 Prophylaxis (scaling plus polishing)  
 Preventive Recall Packages  
 Fluoride Treatment

21.05 **Long Term Disability**

- (a) Employees who are enrolled in the Long Term Disability (L.T.D.) Plan shall pay the full premium cost for the L.T.D. plan which includes a qualifying period of seventeen (17) weeks and a benefit level of 60% with a maximum benefit of \$2,000 per month.
- (b) The Board shall add to the monthly earnings of each employee an amount equivalent so as to yield an after tax amount equal to 100% of the billed monthly premium of the L.T.D. plan.
- (c) Employees hired by the Board after January 1, 2000 shall pay the full premium cost for the L.T.D. Plan. Paragraph 21.05 (b) will not apply to employees hired after January 1, 2000.

21.06 The employer agrees that ten month employees who are enrolled in the benefits contained in Articles 21.02, 21.03, 21.04 and 21.05 shall be entitled to carry those benefits during the summer



months that they are not working with the understanding that the employer will pay its share of such benefits as detailed in the above articles and the employee shall pay their share. The employees shall pay their share prior to the start of their absence.

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

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

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

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

An employee who is in receipt of benefits from the Long Term Disability Plan shall, upon written request, be entitled to continue to

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

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

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

## **ARTICLE 22 - PROTECTIVE CLOTHING**

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

Elementary Schools - a minimum of one (1) smock  
 Secondary Schools - a minimum of three (3) smocks

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

The Employer agrees to provide protective clothing to the Computer Technician employees if necessary.

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

## **ARTICLE 23 - GENERAL**

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

During the period the parties are unable to agree on a rate or an arbitrator rules, the Employer may post the job at the rate they proposed and fill the position with the notation on the posting that the rate is under review. Any increase resulting from a decision with respect to a final job rate shall be made retroactive to the initial date of dispute.

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

- 23.03 The Employer shall supply all tools and equipment required by employees in the performance of their duties.

- 23.04 The Union and the Employer wish that every employee become familiar with the provisions of this agreement and his/her rights and duties under it. For this reason, the Employer shall print sufficient copies of the agreement in a Union shop within thirty (30) days of signing. The cost of such printing shall be shared equally between the Union and the Employer.

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

The Employer shall give the Union thirty (30) calendar days notice of any technological change. During the notice period, the Employer will meet with the Union to explain the technological change and discuss any effects it will have on the employees, with a view to minimizing such effects.

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

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

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

23.09 **WORKPLACE HARASSMENT**

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

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

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

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

23.12 The employer agrees that any rights, privileges or conditions of employment currently possessed by employees who were transferred to CUPE Local 1727 as a result of the Labour Relations Board hearings in 1991 (and subsequently transferred to CUPE Local 1480 in 1998) shall continue to be in effect unless the conditions of this agreement are equal or better than the conditions now in place.

## **ARTICLE 24 - DURATION OF AGREEMENT**

- 24.01 This collective agreement shall become effective September 1, 2000 and shall remain in effect until August 31, 2002, and shall continue in force from year to year thereafter unless either party gives notice to the other party hereto of a desire to terminate or amend this agreement. Such notice shall be given in writing by the party giving notice not earlier than ninety (90) days and at least thirty (30) days before the expiry date of this agreement or any subsequent anniversary date of which this agreement remains in force.
- 24.02 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the term of this agreement.

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Barry C

Roger R

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STONE DISTRICT SCHOOL  
BOARD

ANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1480

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_____	_____

Signed the \_\_\_\_ day of \_\_\_\_\_, 2001.

LETTER OF INTENT

January 24, 2001

Mr. Doug Stevenson  
President, CUPE Local 1480

Dear Doug:

This letter hereby confirms the Board's commitment to provide SAS and Trillium Training for those Employees interested. Training sessions will be advertised throughout the system so that interested employees will be aware of the training sessions being offered.

The training for SAS and Trillium (when applicable) will be available as soon as possible so that employees have an opportunity to train prior to the posting of any subsequent Office Manager positions which are anticipated at the time of the signing of this agreement. No postings will be delayed by the operation of this letter.

Sincerely,

Roger H. Richard  
Superintendent of Finance

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LIMESTONE DISTRICT SCHOOL BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

**Re: Automobile Insurance**

The Board agrees to investigate options available to enable it to obtain insurance policies providing that they are first payer in respect to insurance payments arising out of employee use of their own automobile for Board business.

Said investigations should include written responses from the Ontario School Board's Insurance Exchange and legal counsel for the Board.

All written responses and other information shall be shared with the Union forthwith.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2001.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LIMESTONE DISTRICT SCHOOL BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

The parties agree that during the term of this agreement they will meet to examine the options and opportunities that might accompany a switch to employee paid LTD premiums. The Union may then at its sole discretion canvass the membership so as to be in a position to understand the members views on said options. The matter will be reviewed during the next negotiations.



FOR LIMESTONE DISTRICT  
SCHOOL BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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_____	_____
_____	_____

Signed the \_\_\_\_ day of \_\_\_\_\_, 2001.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LIMESTONE DISTRICT SCHOOL BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

**Summer Student Staffing - Secretarial/Clerical**

The parties agree that representatives designated by the Union shall participate by providing input at each stage of the hiring process for summer students.

The Union recognizes that the final selection is the sole and exclusive right of the Board.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2001.

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE LIMESTONE DISTRICT SCHOOL BOARD**

**AND**

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

The parties agree the Union will be provided with a copy of all WSIB Form 7's that are filed with the WSIB.

The parties agree that a joint committee shall be continued for the purpose of facilitating re-employment and return to work for employees who have been absent due to illness or injury covered by the Workplace Safety and Insurance Act or the LTD plan.

The committee shall be referred to as the Reinstatement Committee and all members

shall have access to the information available from time to time as released by the WSIB, or the treating physician(s), and as specifically authorized by the employee seeking a return to work, as well as all information available to the Employer in respect to the availability of positions or accommodation measures.

This agreement forms part of the collective agreement and accordingly any disputes in relation thereto may be referred to the grievance procedure.

FOR LIMESTONE DISTRICT  
SCHOOL BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

_____	_____
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_____	_____

Signed the \_\_\_\_ day of \_\_\_\_\_, 2001.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LIMESTONE DISTRICT SCHOOL BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

The purpose of this Memorandum of Agreement is to confirm that those employees presently holding the position of Office Manager in Secondary Schools of the Lennox and Addington County shall be "grandparented" to the same position within the Limestone District School Board.

FOR LIMESTONE DISTRICT  
SCHOOL BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2001.

## X/Y LEAVE PLAN

(Self-Funded Leave)

- 1) This plan is available to employees who wish to take a leave of absence, with pay, by spreading "x" years' salary over a "y" year period. The "y" year is always the last year of the plan. "X" shall be less than "y." "Y" must not exceed seven (7) years and where an employee chooses a six (6) or seven (7) year plan, the leave must be taken in the sixth or seventh year.
- 2) The parties agree to the implementation of the self-funded leave plan as outlined below.

- 3) The employee shall assume the responsibility of making himself/herself aware of the implications of the plan related to its effect on an employee's pension provisions and income tax implications.
- 4) Applications shall be submitted to the Staff Review Committee whose membership shall include the following:
  - a Trustee of the Board
  - a Superintendent, or designate
  - a representative from the Union

Applications shall be considered by January 15<sup>th</sup> to begin the programme the following September. The granting of such a leave shall be governed by the following criteria:

- a) the employee is a permanent employee with the Board;
  - b) the employee is unlikely to be declared surplus during the term of the plan;
  - c) the employee must declare that, except in the case of unforeseen extenuating circumstances, he/she intends to serve the Board to the end of the completion of the plan;
  - d) the potential for programme disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
  - e) such other criteria as considered by the Staff Review Committee to be appropriate in the individual circumstances.
5. All leaves recommended by the Staff Review Committee shall be forwarded to the Board for their subsequent consideration. Denial by the Board shall not be considered a violation of this Agreement.
  6. In the "y" years of the plan, the employee will be paid a fraction of his/her salary equal to  $x/y$ . The remaining portion of the salary, plus allowances, will be accumulated, and this amount shall be held by the Board to help finance the year of leave. The amount of salary withheld by the Board shall be deposited in a "trust account" for each individual at the time of regular salary payments; such "trust account" will be maintained at a financial institution chosen by the

Board where interest will be declared not less frequently than a monthly basis and compounded so as to be at the highest rate paid on the institution's regular "bonus" savings account.

A ledger reference of each individual employee's contribution shall be maintained by the Board. A statement of each employee's account will be issued at the end of each school year.

7. If the amount received by the employee during the leave is less than the accumulated amount in the employee's account, the employee shall receive the excess in payments at the employee's discretion. In no case shall the payments be made beyond December 31<sup>st</sup> of that year.
8. During all years that the individual employee is participating in the self-funded leave plan, all employee benefits, excepting Pension or O.M.E.R.S., shall be maintained according to the Collective Agreement at a level as if the employee were being paid at 100% of his/her salary.
9. The employee's fringe benefits will be maintained according to the Collective Agreement by the Board during the leave of absence, based on a level as if the employee was being paid at his/her normal regular salary.
10. On return from leave, an employee shall be assigned to a position similar to that held prior to going on leave. If such a position no longer exists, the placement of the employee shall be determined by applying the appropriate sections of the Collective Agreement. Notwithstanding the above, the employee may agree to accept an alternate placement, mutually agreed upon by the Employer and the employee.
11. An employee participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-year leave not been taken, including credit for one year's seniority.
12. Sick leave credits and vacation credits shall not accumulate during the year spent on leave.
13. Pension deductions are to be continued as provided by O.M.E.R.S.

during all years that the employee is participating.

14. An employee may withdraw from the plan any time prior to taking his/her leave of absence provided that he/she has applied to the Staff Review Committee for withdrawal; any monies accumulated, plus interest due and payable, shall be repaid to the employee within sixty days of the notification of his/her desire to leave the plan. The monies may be deferred (interest-free) upon request of the employee, but in no case shall the deferral continue beyond December 31<sup>st</sup> of that year.
15. Should an employee die while participating in the plan, any balance in the employee's account at the time of death shall be paid to the employee's estate. Any amount due to the Board shall be an obligation of the employee's estate and binding upon the employee's heirs, executors or administrators.
16. All employees wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
17. Income tax shall be deducted on the actual amounts received by the employee during each of the "y" years of the plan, subject to the income tax regulations in effect at that time.
18. During the self-funded leave year, the employee may engage in such plans of education and employment as he/she chooses, except that he/she may not be employed as an employee of The Limestone District School Board.
19. The financial aspects of this Section shall be administered by the Superintendent of Finance.
20. In no way shall the items agreed to in this Appendix be in contravention of or have precedent over the Federal Income Tax Act or Regulations.

FOR LIMESTONE DISTRICT  
SCHOOL BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

_____	_____
_____	_____
_____	_____

Signed the \_\_\_\_ day of \_\_\_\_\_, 2001.

**CASUAL EMPLOYEES  
CUPE LOCAL 1480**



1. Casual Employees are defined as:
  - (a) Employees hired for a specific term which is to cover the absence of a regular employee,  
  
-or-
  - (b) Employees hired to provide temporary assistance above the normal complement or to work on special projects. Such employment period shall not exceed six months unless agreed to by the Local Union. This in no way applies to Educational Assistants.  
  
-or-
  - (c) Employees who regularly work less than a total of fifteen (15) hours per week for the Employer in a position covered by this agreement.
2. The hiring of a casual employee will not be used to circumvent job postings or the recall of a regular employee from layoff.
3. Wages for casual employees shall be in accordance with Appendix 'A' of the Collective Agreement.
4. Casual employees shall not be eligible for employee benefits covered under Articles 19, (Sick leave) or Article 21 (Welfare Benefits) of the current Collective Agreement, but they shall receive a nine percent (9%) payment in addition to their regular wages in lieu of such benefits. Casual employees shall not be eligible for payment covered under Article 16 (Paid Holidays), but they shall receive a three percent (3%) payment in addition to their regular wages in lieu of such benefit.
5. Casual employees shall be paid 4% of their gross earnings in lieu of vacation entitlement.
6. Casual employees shall pay Union dues, and shall be covered by Articles 1.00, 4.02, 4.03, 14.01, 15.01, 15.04 and 23.03 of the collective agreement.

7. Casual employees shall not accrue seniority except as defined in paragraph 8. When selecting employees under Articles 12.03, 12.04, and 12.06 of the Collective Agreement, applications from casual employees will not be eligible for consideration; they will be treated as outside applicants for positions not filled by regular employees, as per Article 12.12.
8. When a person who has been a casual employee becomes a regular employee, seniority shall be so dated as to give credit for the total number of days that person has worked as a casual within the twenty-four (24) month period immediately preceding appointment to the regular position.  
  
The probationary period for such a new regular employee shall be as stated in the collective agreement, Article 11.02
9. The Union shall be notified in writing of the names and terms of employment for all casual employees.
10. Casual employees shall not be covered by any articles of the collective agreement except as provided above.
11. The Employer shall endeavour to limit the number of employees regularly working less than fifteen (15) hours per week, by offering them other work in the same or different locations to bring their total hours up to fifteen (15) or more per week.

**MEMORANDUM OF AGREEMENT**  
**between**  
**THE LIMESTONE DISTRICT SCHOOL BOARD**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 1480**

The parties agree that the following procedures will be used for the Transfer/Placement of Educational Assistants for the 2000/2001 school year.

**EDUCATION ASSISTANTS'**

**TRANSFER/PLACEMENT PROCEDURES**

A Transfer/Placement meeting will be held in either June or late August/early September and will combine the placement of Educational Assistants who:

- a) have been declared surplus or reduced in time; or
- b) have been bumped by Educational Assistants with more seniority; or
- c) who wish to transfer to a vacant position.

Only Educational Assistants who have been declared surplus immediately prior to the September Placement meeting or who have been bumped as a result of the September Placement Meeting will be given an opportunity to bump an Educational Assistant who has less seniority.

**PLACEMENT PROCEDURE**

- a) All permanent Educational Assistants must attend the transfer/placement meeting.
- b) Prior to the placement meeting, a list will be drawn up showing the placement of each Educational Assistant as at the end of the school year in June.

- c) A list of all positions (as approved by the Board) available for the next school year will be prepared. All potential kindergarten positions will be listed at the June/August placement meeting for the purposes of selection. A total of four positions will be held vacant for the purpose of placement at the October Kindergarten Placement/Transfer meeting.
- d) Each Educational Assistant (except for those on permanent layoff) will receive information with respect to the positions available for the next school year at least one (1) to two (2) weeks prior to the meeting.
- e) The initial placement of Educational Assistants on the position listings as determined by the Joint EA Staffing Committee is based on of the following criteria:
  - i) Educational Assistants who were employed in a specific position in June and whose same position is made available for the following September will initially assume that same position regardless of any seniority provisions.
  - ii) In situations where positions have been combined or changed and two or more Educational Assistants hold a right to part of the position, an Educational Assistant may be slotted into the position based upon a 50% threshold.
  - iii) In situations where positions have been combined or changed and only one Educational Assistant holds a right to part of the position, that Educational Assistant may initially be slotted into the position.
  - iv) In situations where a student requiring an Educational Assistant transfers to a new school over the summer months, the position is considered a new position and is declared open for selection.

The above criteria is utilized solely at the discretion of the Joint EA Staffing Committee.

- f) All positions will be listed by school indicating a description of the position with the name of the Educational Assistants currently attached to the position (if applicable). New vacant positions will also be listed.
- g) The names of all Educational Assistants who have been declared surplus or who are bumped as a result of the process will be placed on Side List A (referred to as the Displaced List) in order of seniority. Educational Assistants on this list will be given the opportunity to choose a vacant position from the vacant position listing provided or bump an Educational Assistant with less seniority.

Educational Assistants who held two (2) separate part-time positions the previous year and are now displaced from one of them in accordance with

(e) above may choose one of the two following options:

- 1) Keep the position he/she is slotted into and have his/her name placed on Side List B (referred to as the Transfer List) for the purpose of choosing an additional part-time vacant position
- 2) Give up the position he/she is slotted into and have his/her name placed on Side List A (referred to as the Displaced List) for the purpose of choosing a vacant position from the listing or bumping an EA with less seniority.

Educational Assistants who presently hold a position for September (in accordance with (e) above) may choose to have their names placed on Side List B (referred to as the Transfer List) provided that they relinquish their position prior to the commencement of the transfer/placement meeting. Educational Assistants on this list will only be given the opportunity to choose a vacant position from the vacant position listing provided.

- h) Beginning with the most senior Educational Assistant taking part in the meeting, individuals will have an opportunity to select a position (in accordance with the specific rules detailed in section (g) above).
- i) Individuals who are subsequently bumped out of their position are placed on Side List A in order of seniority and become part of the process.

Should that Educational Assistant 'pass', i.e. choose not to select a position he/she must take a Leave of Absence. Following this, the next most senior Educational Assistant will have an opportunity to select. An Educational Assistant who chooses not to select a position will retain full seniority rights and will be placed on a side list for future placement consideration

- j) When an Educational Assistant selects a position from the list, that person's name will be added to the positions list. We will begin again with the next most Senior Education Assistant on either Side List A or B.
- k) Once an Educational Assistant selects a position at this meeting, he/she will sign a Job Selection Sheet. An employee shall only be allowed to make one selection.
- l) Placements will be effective upon selecting a position.
- m) A number of positions will be held vacant (referred to as Pool Positions) each year for the purpose of placing displaced Educational Assistants during the school year. Each year a Joint Staffing Committee, will develop the list of Pool Positions. During the school year September to June Educational Assistants who are displaced from their positions will not be given the opportunity to bump but will be given the opportunity to choose one of the Pool Positions listed, provided they are qualified.

In a year of layoffs, Pool Positions will be filled by laid off Educational Assistants in order of seniority starting with the most senior laid off Educational Assistant. All newly created positions formed subsequent to the Transfer/Placement meeting will be considered Pool Positions and will be filled by Educational Assistants on recall until all are accommodated if possible. After all Educational Assistants currently on layoff are given the opportunity to be recalled, all Pool Positions will be filled by casual employees until after the next Transfer/Placement Meeting. Pool Positions will become available for permanent Educational Assistant mobility at the October Kindergarten Placement/Transfer Meeting. Positions left-over from the October Kindergarten Placement/Transfer Meeting will be re-allocated by the Joint Committee for the Pool Position Listing. Any additional positions remaining may be advertised externally.

n) **Displacement/Reassignment During the School Year**

It is recognized by the parties that it is imperative to minimize problems associated with EA and/or student mobility during the school year. It is the goal of the parties to provide as much EA/student continuity as possible. In an effort to ensure that this occurs, EAs in positions affected by position displacement or student mobility shall be committed to a short-term period of transition prior to beginning work in new position(s) at the new work location(s).

EAs displaced from their position during the school year will be given the following choices with respect to reassignment during the school year:

- 1) Continue in the same position at the new location (if applicable),  
or
- 2) Select a position from the position vacancy listing, or
- 3) Select a pool position.

In a year where there are no Pool Positions available to be selected or, if any positions involve economic hardship (i.e. geographic distance to new job location onerous ), the Educational Assistant ultimately will have the option of bumping an Educational Assistant with less seniority. The Educational Assistant Staffing Committee will Administer this process.

o) **Exceptional Positions/Programs**

The Board shall on an annual basis identify up to a maximum of thirty (30) Educational Assistant positions requiring extreme intensive support (Exceptional Positions) for the purposes of ensuring student/E.A. continuity. These positions must be agreed to by the Union.

Incumbents working in these positions:

- a) must be committed to placement in the position for the entire school year.
- b) cannot be displaced during the school year unless affected by layoff.

Exceptional Positions (identified above) shall not be included in the Pool Position Listing for the purposes of placing redundant EAs during the school year.

Employees (new hires only) assigned as Educational Assistants to French programming positions, whether full or part-time, shall be committed to remain working in the French program for a minimum of three (3) years.

The above positions will be available at the September placement meeting.

## **OCTOBER KINDERGARTEN PLACEMENT/TRANSFER MEETING PROCESS**

In early/mid-October an Educational Assistant Kindergarten Adjustment/Transfer meeting will occur. This meeting involves the placement of all kindergarten E.A.s displaced as a result of adjustments to kindergarten positions at the end of September as well as the placement of all Educational Assistants desiring a transfer.

### **Kindergarten Adjustment**

At the start of the meeting, kindergarten E.A.s displaced by adjustments that occur to Kindergarten positions at the end of September (involving location or percentage of time changes to their positions) or those kindergarten E.A.s who wish to transfer will be given the opportunity to select a position.

The selection of location will be made on the basis of seniority in accordance with the normal placement meeting procedures. All remaining vacant kindergarten positions will be available for the transfer process.

### **Transfer**

Upon completion of the kindergarten placement process in October, all remaining vacant kindergarten positions will be available for the transfer process.

A list of available positions will be sent out to the schools a week or two

before the Transfer Meeting.

Educational Assistants who are interested in transferring to an available position must attend the Transfer Meeting and declare before the meeting starts their intention to transfer. Upon making this declaration the individual's current position is placed on the Available Positions List. It is not mandatory for individuals content with their current position to attend.

Beginning with the most senior Educational Assistant present at the meeting, individuals will have an opportunity to select a position from the Available Positions List. The Transfer meeting then continues as per regular placement guidelines.

After the October transfer meeting, new positions created throughout the Mid-October-end of February period will be posted internally as per the collective agreement. Any new positions created or available after the end of February will not be posted but will be filled with a casual until the Transfer/Placement meeting.

Postings may be waived from time to time as agreed by the by the Joint Staffing Committee.

This will confirm the agreement reached between the parties in respect to the placement of Educational Assistants for the 2000/2001 school year.

FOR LIMESTONE DISTRICT  
SCHOOL BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

_____	_____
_____	_____
_____	_____

Signed the \_\_\_\_ day of \_\_\_\_\_, 2001.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LIMESTONE DISTRICT SCHOOL BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**



This letter will confirm that the Limestone District School Board agrees that no regular employee who was employed on the date of signing this agreement shall be laid off or have their hours of work reduced during the term of the negotiated agreement. This letter will be part of the collective agreement and will be effective for the life of this collective agreement.

This Letter of Understanding does not in any way whatsoever apply to attrition situations. Specifically, the Employer is not required to replace employees that retire or resign from the employ of the Board.

It is understood that this Memorandum of Agreement in no way applies to Educational Assistants.

FOR LIMESTONE DISTRICT  
SCHOOL BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

Signed the \_\_\_\_ day of \_\_\_\_\_, 2001.

**APPENDIX A**  
**CUPE 1480 WAGES AS AT SEPTEMBER 1, 2001**

<b>CLASSIFICATION</b>	<b>START</b>	<b>6MOS</b>	<b>1YR</b>	<b>2YR</b>	<b>MAX</b>
Data Base Administrator	25.55	27.27	28.99	0.00	0.00
Early Childhood Educator	24.21	0.00	25.30	26.39	27.45
Program Manager - Outdoor Education	22.67	0.00	23.68	24.71	25.67
Community Living and Work Facilitator	21.79	0.00	22.74	23.69	24.64
Facilitator - Technological Programs Programmer/Liaison Officer	21.81	22.26	22.93		
Interpreter	19.10	19.79	20.48	0.00	0.00
Senior Printer	18.16	18.80	19.43		
Intervenor	17.35		18.05	18.74	19.43
ITS Technician - Secondary School Computer Services Technician Level 1	16.29	16.75	17.41		
Level 2	17.48	17.90	18.72		
Level 3	18.96	19.19	19.40		
Office Manager Senior Technician - Information Technology Services A.V. Technician <b>Transportation Route Planner</b>	17.61	18.05	18.72		
Secretary to Manager of Facility Services	17.45	18.07	18.69		
Senior Payroll Clerk	17.03	17.51	18.21		
Senior Accounting Clerk	16.64	17.14	17.79		
Elementary School Secretary Stores Manager Senior Computer Operator	16.29	16.75	17.41		

Secretary - Educational Services Secretary - School to Community Services Library Technician Audio Visual Aide Payroll Clerk Secretary - Auxiliary Services Secretary - Computer Services Secretary - Continuing Education Clerk - Program Budgets Computer Technology Assistant <b>Control Centre Clerk</b> <b>Operations Control Centre Clerk</b>	15.80	16.25	16.92		
Educational Assistants Literacy Development Instructors	16.15		16.71		
Senior Clerk - Secondary School Secretary - Financial Services Senior Clerk - Continuing Education Accounting Clerk Benefits Clerk Secretary - Purchasing Computer Operator Clerk - Operations Administration	15.39	15.82	16.49		
Clerk - Auxiliary Services Assistant Elementary School Secretary Clerk Typist Auxiliary Services Receptionist - Board Office Clerk Typist Secondary School Educational Resource Assistant	14.83	15.27	15.95		
General Duties Clerk File Clerk	14.27	14.72	15.39		

**The salaries shown above will be instituted retro-actively within thirty (30) days of the signing of the new collective agreement or as soon as possible thereafter.**

The parties agree that full compliance with the Pay Equity Act (including the proportional value amendment approved by the Ontario Legislature) has been adhered to and maintained and further that the wage rates outlined above reflect full compliance. The Union agrees that all adjustments necessary were paid to employees on the effective date of January 1, 1990 and proportional value adjustments were paid on September 1, 1990 and thereafter.

Data Base Administrator	25.05	26.74	28.42		
Early Childhood Educator	23.74		24.8	25.87	26.91
Program Manager - Outdoor Education	22.23		23.22	24.23	25.17
Community Living and Work Facilitator	21.36		22.29	23.23	24.16
Facilitator - Technological Programs Programmer/Liaison Officer	21.38	21.82	22.48		
Interpreter	18.73	19.4	20.08		
Senior Printer	17.8	18.43	19.05		
Intervenor	17.01		17.7	18.37	19.05
ITS Technician - Secondary School Computer Services Technician Level 1	15.97	16.42	17.07		
Level 2	17.14	17.55	18.35		
Level 3	18.59	18.81	19.02		
Office Manager Senior Technician - Information Technology Services A.V. Technician	17.26	17.7	18.35		
Secretary to Manager of Facility Services	17.11	17.72	18.32		
Senior Payroll Clerk	16.7	17.17	17.85		
Senior Accounting Clerk	16.31	16.8	17.44		
Elementary School Secretary Stores Manager Senior Computer Operator	15.97	16.42	17.07		

Secretary - Educational Services Secretary - School to Community Services Library Technician Audio Visual Aide Payroll Clerk Secretary - Auxiliary Services Secretary - Computer Services Secretary - Continuing Education Clerk - Program Budgets Computer Technology Assistant	15.49	15.93	16.59		
Educational Assistants Literacy Development Instructors	15.83		16.38		
Senior Clerk - Secondary School Secretary - Financial Services Control Centre Clerk Senior Clerk - Continuing Education Accounting Clerk Benefits Clerk Secretary - Purchasing Computer Operator Clerk - Operations Administration	15.09	15.51	16.17		
Clerk - Auxiliary Services Assistant Elementary School Secretary Clerk Typist Auxiliary Services Receptionist - Board Office Clerk Typist Secondary School Educational Resource Assistant	14.54	14.97	15.64		
General Duties Clerk File Clerk	13.99	14.43	15.09		
	1.02	1.02	1.02	1.02	1.02

<b>GRANDPARENTED POSITIONS 2001</b>					
Secretary - Purchasing (Incumbent Only)			17.45		
Educational Assistant 1	15.51		16.08		
<p><b>The salaries shown above will be instituted retro-actively within thirty (30) days of the signing of the new collective agreement or as soon as possible thereafter.</b></p> <p>The parties agree that full compliance with the Pay Equity Act (including the proportional value amendment approved by the Ontario Legislature) has been adhered to and maintained and further that the wage rates outlined above reflect full compliance. The Union agrees that all adjustments necessary were paid to employees on the effective date of January 1, 1990 and proportional value adjustments were paid on September 1, 1990 and thereafter.</p>					