



**COLLECTIVE AGREEMENT**

**BETWEEN**

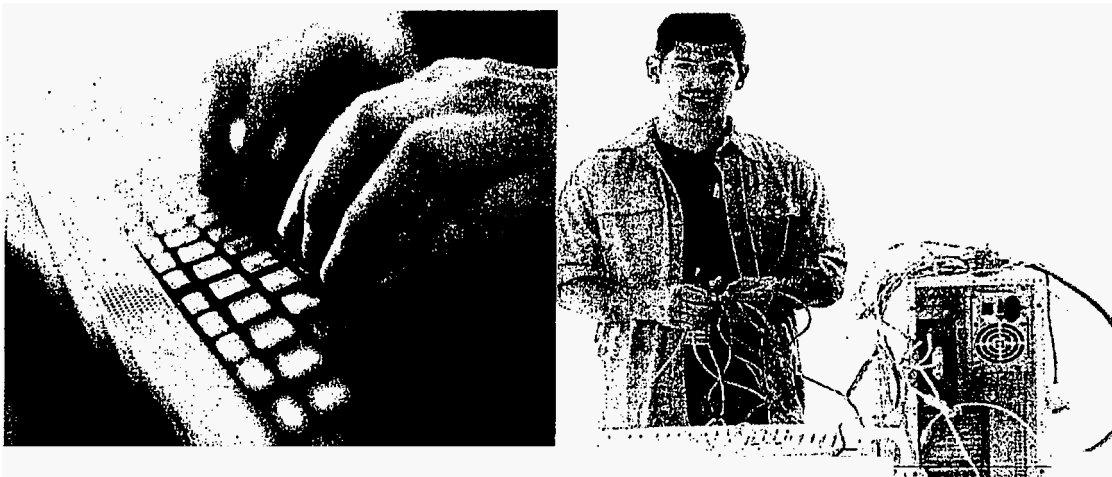
**THE LIMESTONE DISTRICT  
SCHOOL BOARD**

*And*

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

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

**September 1, 2008 - August 31, 2012**



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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 I- 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, **E.L.D.I.**, 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 Business Services 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  
Financial Supervisor-Special Projects  
Accountant  
Bilingual Recording Secretary  
Superintendent of Human Resources  
Manager of Human Resources  
Manager of Employee Relations  
Manager of Staffing & Staff Development  
Manager of Tri-Board Student Transportation Services  
Human Resources Advisor - Benefits/Information Systems  
Labour Relations Specialist  
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 Consultant  
Human Resources Staffing Coordinator  
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  
Senior Administrator - Human Resources  
Senior Administrator - Educational Services  
Project Leader - Computer Services  
System Supervisor - Computer Services  
Supervising Principals  
Race Relations Planner  
External Grant Writer  
International Education Coordinator  
International Education Homestay Coordinator  
International Education Administrative Assistant

Secretaries to:      Director of Education  
                            Superintendents of Education  
                            Human Resources Manager  
                            Superintendent of Business  
                            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.

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, 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.

#### **Discrimination & Harassment in the Workplace**

3.02 a) The Board and the Union shall not discriminate on the grounds of age, cre (religion), sex (including pregnancy and breast feeding), gender identity, family status (such as being in a parent-child relationship), marital status (including the status of being married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same sex or opposite sex relationship), disability (including mental, physical, developmental or learning disabilities), race, ancestry, place of origin, ethnic origin, citizenship, colour, record of offences (criminal conviction for a provincial offense, or for an offense for which a pardon has been received), association of relationship with a person identified by one of the above grounds or perception that one of the above grounds applies, as defined by the Ontario Human Rights Code, as amended.

b) There shall be no discrimination or harassment practised by reason of an



employee's membership or activity in the Union.

- c) The Board believes and is obligated to ensure that all employees are entitled to a healthy and safe environment free from harassment or discrimination in the workplace.
- d) To this end, all employees have a right to freedom from harassment by, but not limited to, the following: the Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.
- e) The Union may request to review Administrative Procedure AP 411, no more than once every two years through the Joint Board-Union Committee, unless mutually agreed to by the parties. It is agreed that prior to any amendments being made to this procedure; the Union shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation and education. The Union may request to make representation to appropriate Board personnel and/or Committees.
- f) It is recognized that a broader consultative process will be undertaken, which will include the Union.

#### **Workplace Harassment**

- 3.03 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.

### **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 will allocate up to one (1) hour during each Board scheduled new staff orientation session so that the Union can provide an orientation to Union members. The Employer will give the Union sufficient notice of each such orientation session so that the Union can arrange for a representative to deliver the Union orientation session. The Employer further 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 The Employer agrees to meet with the Union on a semi-annual basis in order to provide detailed written information with respect to total absences by position, school/site, and District wide as at June 30<sup>th</sup> and December 31<sup>st</sup>. The information provided will also outline the reasons for the absences by code and the total associated costs (including financial details of replacements, if any). The Union agrees to save the Employer harmless with respect to the dissemination of information as a result of this Article.

## **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 not more than four (4) employees to be selected at the Union's discretion. 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.
- 6.06 Members of Union Committees will be provided with a minimum of forty-eight hours' notice in advance of any joint meetings of the parties held during working hours. It is understood that urgent matters may arise from time to time where the foregoing notice cannot be provided and in such circumstances the Employer will provide as much notice as possible.

## **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 Human Resources, 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 Human Resources 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 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 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 a mutually acceptable Sole Arbitrator or 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. 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 an Arbitrator or 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 disciplinary record of an employee, shall be purged and will not be used against him/her at any time in the following instances:

- a) when twenty-four (24) months have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction;

- b) ~~when eighteen (18) 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 or lockout.

## **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 eighty (80) ~~worked~~ days from the date of hiring, for employees working five (5) days per week.

For employees working less than five (5) days per week as their regular position, the probationary period will be a total of eighty (80) worked days from the date of hire, or until he/she has worked all scheduled shifts in an seven (7) month period following the date of hiring, whichever is the lesser.

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 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 forty (40) worked days. Conditional on satisfactory service and with the agreement of the employee such transfer shall become permanent after the period of forty **(40)** 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/retirement but shall endeavour to notify the Employer at least six weeks in advance or by May 15<sup>th</sup> if the retirement/resignation commences at the beginning of the next school year.
- 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 E.A.'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 Science Technician, or
  - Child and Youth Worker, or
  - Development Service Worker, or
  - Early Childhood Education, or
  - Community & Justice Services
- 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 Human Resources Consultant, within ten **(10)** working days of receiving written notification that his/her position **has** be 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 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.
- 13.09** The parties agree that Board employees who have had their hours or position reduced as a result of a school closure will have bumping rights as if a layoff had occurred.

#### **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. (except for the Transportation Route Planner who **may** be required to commence their work day at 7:00 a.m.) nor finish later than 5:00 p.m. No seven (7) hour day shifts shall be spread over a period longer than eight (8) hours with one (1) hour off for lunch. 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 office coordinators 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 as follows:

Effective September 1, 2008: \$.82 cents per hour

Effective September 1, 2009: \$.85 cents per hour

Effective September 1, 2010: \$.87 cents per hour

Effective September 1, 2011: \$.90 cents 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), (effective for the 2011/12 school year, up to seven (7) as per the Letter of Understanding to implement item 5 of the Provincial Discussion Table), hours each, Monday to Friday inclusive. No six (6) (effective for the 2011/12 school year up to seven (7) as per the letter of understanding to implement item 5 of the Provincial Discussion Table) hour day shift shall be spread over a period longer than seven (7) (effective 2011/12 school year up to eight (8) as per the Letter of Understanding to implement item 5 of the Provincial Discussion Table) 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) 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 (effective 2011/12 up to 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 three (3) hours (effective 2011/12 up to 3.5 hours as per the Letter of Understanding to implement item 5 of the Provincial Discussion Table) 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.

Commencing in the 2011-12 school year, the Board shall schedule one working day as a professional development day for Educational Assistants to meet with peers as a part of a Professional Learning Community.

- 14.07 During the school summer vacation period, employees shall be entitled to elect to work a regular summer work week over a four (4) day period. The four (4) day work week shall be Monday to Thursday. Employees shall work nine (9) hours exclusive of a one-half (½) hour paid lunch period. Employees shall work their regular hours during the first and last week of the school summer vacation period. The above schedule will not apply during the week of the Civic Holiday when the work week shall be from Tuesday to Friday, inclusive. Schools must schedule a five day operation to accommodate program needs where required.

## **ARTICLE 15 - OVERTIME**

- 15.01 An employee who is required to work overtime shall be paid at the rate of time and one-half of his/her basic straight time hourly rate for all hours

worked in excess of seven (7) hours in any one day, Monday to Friday, inclusive, and for all hours worked on a Saturday, and at the rate of double hours basic straight time hourly rate for all hours so worked on a Sunday or a recognized holiday in accordance with Article 16.01.

Educational Assistants' overtime shall be based on a six (6) hour day (effective for the 2011/12 school year up to seven (7) as per the letter of understanding to implement item 5 of the Provincial Discussion Table) subject to Article 14.06 b). Early Literacy Development Instructors' overtime shall be based on a seven (7) hour day.

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

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

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

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

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

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

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

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	Family Day

### **CHRISTMAS SEASON 2008**

Thursday, December 25	Christmas Day
Friday, December 26	Boxing Day
Monday, December 29	Paid Holiday
Tuesday, December 30	Paid Holiday
Wednesday, December 31	Paid Holiday
Thursday, January 1	New Year's Day
Friday, January 2	Paid Holiday

### **CHRISTMAS SEASON 2009**

Thursday, December 24	Paid Holiday
Friday, December 25	Christmas Day
Monday, December 28	Boxing Day
Tuesday, December 29	Paid Holiday
Wednesday, December 30	Paid Holiday
Thursday, December 31	Paid Holiday
Friday, January 1	New Year's Day

Additional schedules for Christmas 2010 and 2011 will be completed at a later date using the same number of paid and statutory holidays as shown above.

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



accrual but shall be required to reduce his/her accumulation to a maximum of one (1) year's accrual by 31 December 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.~~

- 17.17 Vacation shall be granted on the basis of seniority with the Employer in each school and in the Board Office. Therefore, the employee in a school with the most overall seniority shall have his/her choice first. Each employee shall select one unbroken period as their first choice. An unbroken period shall be consecutive days in one period mutually agreed to by the concerned employee and employer. If the senior employee's first choice does not equal his/her total entitlement, then after the other employees in the same school have selected their first choice then the process shall start again beginning with the most senior employee. This process shall continue until all employees have completed their selections in accordance with Article 17.18.
- 17.18 Provided that the Board has identified in writing by April 1<sup>st</sup> of the current year all of the sites to be shutdown pursuant to Article 13.08, and provided the appropriate scheduling printouts to employees, as well as each employee's current entitlement, banked vacation, and vacation taken to date in the current year, requests for vacation shall be submitted by May 1st of each year listing the employee's first choice. Otherwise all deadlines will be advanced accordingly. In accordance with Article 17.17 vacation schedules shall be completed, and placed on the bulletin board at the worksite by June 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off or on the day requested or acceded by the employee.
- 17.19 All 10 month employees shall have their vacation paid out at the end of May of each year.

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

- 18.01 **Leave of Absence Without Pay**  
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 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 **Union Leave**

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 **Bereavement Leave**

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, or other dependent or person that the employee or the employee's spouse has guardianship of, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparents or grandchild, daughter-in-law or son-in-law, mother or father.

For clarity purposes, "step" relatives are deemed to be relatives; for example a stepbrother is a brother.

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.

Leave without loss of pay as provided for in Article 18.04 above may or may not be taken consecutively.

18.05 **Public Office Leave**

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.

**18.06 Pallbearer-Leave**

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

**18.07 Jury Duty Leave**

Leave of absence without loss of seniority shall be granted to an employee who, by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which he or she is not a party or one of the persons charged, is absent from duty. The Board shall pay such an employee the employee's regular salary provided the employee presents proof of service to the Board. The employee shall pay to the Board any fee, exclusive of traveling allowances and living expenses that the employee receives as a juror or as a witness. Such leave is not deducted from sick leave.

**PREGNANCY LEAVE**

18.08 Pregnancy Leave shall be granted in accordance with the provisions of the Employment Standards Act, as amended.

18.09 Pregnancy Leave of up to seventeen (17) weeks shall be granted to a member who has worked for the Board for at least thirteen (13) weeks as follows:

- a) Pregnancy Leave shall be for a seventeen (17) week period or such shorter period as the employee may request.
- b) Pregnancy Leave may commence no earlier than the day that is seventeen (17) weeks before the employee's due date or the date she gives birth, whichever is earlier, and no later than the date the child is due or the date the child is born, whichever is earlier.
- c) An employee must give the Board at least *two* (2) weeks written notice of the date the Pregnancy Leave is to begin and submit a medical certificate from a qualified medical practitioner stating the anticipated date of birth. Employees are encouraged to give earlier notice, if possible, to assist the Board in the staffing process.
- d) The Pregnancy Leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return.

**Presumptive Period of Recovery**

18.10 a) An employee going on pregnancy leave and who is eligible for Employment Insurance (E.I.) benefits as outlined above shall be paid a Supplemental Unemployment Benefit (SUB) for the presumptive period of recovery (first thirty days following birth of the

child) as defined in Article 18.14 (a)(i).

- b) The pregnancy leave top-up for this period shall provide for the difference between what an employee received from E.I. and one hundred percent (100%) of her regular weekly rate for a maximum of the six week presumptive period of recovery.
  - c) This pregnancy leave **SUB** top-up will be payable only for those days during the six week period which fall on regular work days. It is understood that employees who access the SUB top-up shall not have a deduction from sick leave for that period.
  - d) It is understood by both parties to this agreement that the Pregnancy Leave SUB top-up set out herein is based upon and is subject to Employment Insurance Regulations and procedures. It is also understood that time using Pregnancy Leave **SUB** top-up in these circumstances counts as time for the purposes of Pregnancy Leave.
  - e) To access Pregnancy Leave **SUB** top-up, a request shall be made, in writing to the Superintendent of Human Resources at least two weeks in advance of the anticipated date of birth. To receive pay, the employee must also provide the Board with verification of the approved Employment Insurance claim indicating the amount of Employment Insurance paid to the employee, and an indication of the dates that the waiting period was served. This Pregnancy Leave SUB top-up will be payable only for those days during the six week period which fall on regular working days.
- 18.11 An employee going on Pregnancy Leave who is not eligible for Employment Insurance Benefits may request sick leave, without providing further medical documentation, for up to the first thirty (30) days from the date of delivery provided such employee has at least thirty (30) days of sick leave to her credit. Should the employee require additional sick leave beyond the thirty (30) days, the employee shall be required to provide medical evidence from her physician. It is understood that time on sick leave in these circumstances counts as time for the purposes of Pregnancy Leave. Sick leave benefits shall not be accessed by the employee if the days fall outside her working period (i.e. December Break, mid-Winter Break, Summer Break). It is understood that employees electing to access accumulated sick leave will have an equivalent amount of sick leave deducted from their sick leave bank for that period.

## **PARENTAL LEAVE**

- 18.12 Parental Leave shall be granted in accordance with the Employment Standards Act, as amended. Parental Leave shall be granted to a member who has

worked-for-the-Board-at-least-thirteen-(13)-weeks-as-follows:

- a) Parental Leave shall be for up to thirty-five (35) weeks if the member has also taken a pregnancy leave or up to thirty-seven (37) weeks if the member has not taken a pregnancy leave.
- b) The Parental Leave of an employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) Parental Leave may begin not more than fifty-two (52) weeks after the child ~~is~~ born or comes into the custody, care and control of a parent for the first time.
- d) The employee must give the Board at least two (2) weeks written notice of the date the leave is to begin. Employees are encouraged to give earlier notice, if possible, to assist the Board in the staffing process.
- e) An employee who wishes to end Parental Leave sooner than expected may do so if the member gives the Board at least four (4) weeks written notice before the desired date of return.
- f) It ~~is~~ understood and agreed that the employee shall give the Board notice of intent to adopt as soon as possible recognizing that it may be necessary for the employee to commence leave immediately when the child becomes available.

18.13 **PROVISIONS APPLICABLE TO BOTH PREGNANCY AND PARENTAL LEAVES**

An employee on Pregnancy Leave and/or Parental Leave as defined in the Employment Standards Act, as amended, shall continue to be entitled to the following:

- a) Seniority, credit for experience and length of service for sick leave entitlement continue to accrue during Pregnancy and/or Parental Leave as defined in this Article.
- b) The Board will continue to pay its share of the applicable benefit premiums subscribed to by the employee prior to the commencement of the leave provided the employee pays for his/her share of the applicable benefit premiums.
- c) At the completion of the Pregnancy and/or Parental leave, the Board shall place that employee in the employee's former position subject to the staffing provisions of this Collective Agreement.
- d) It is understood that the employee on Pregnancy/Parental leave shall be subject to the layoff and recall provisions as set out in Article 13 of this Collective

Agreement,

18.14 **SUPPLEMENTARY UNEMPLOYMENT BENEFITS (SUB) PLAN**

Payments made during the Pregnancy and Parental Leave according to the Supplementary Unemployment Benefits (SUB) shall be as follows:

- a) In the case of Pregnancy Leave,
  - i) for the six (6) week period immediately following the birth of the child, and in accordance with Article 18.10, the Board shall pay a top-up as supplement to the employee's Employment Insurance Pregnancy benefit. The amount of the supplement shall be equal to the difference between the employee's weekly employment insurance benefit and the employee's weekly wage and in accordance with the provisions of Article 18.10.
  - ii) for the remaining eleven (11) weeks of the seventeen (17) week period, whether such weeks occur immediately before or immediately after the birth of the child, the Board shall pay top-up benefits as supplement to the employee's Employment Insurance Pregnancy benefit equivalent to the difference between the employee's weekly Employment Insurance benefits and seventy-five (75%) percent of the employee's weekly wage. It is agreed that the two week waiting period, if applicable is included in this eleven (11) week period.
- b) In the case of Parental Leave, two (2) weeks payment equivalent to seventy-five (75%) percent of the employee's weekly wage, followed by up to fifteen (15) weeks payments equivalent to the difference between the employee's weekly rate of Employment Insurance benefits and seventy-five (75%) percent of the regular weekly wage, with no deduction for sick leave. It is understood that an employee that receives SUB under the Pregnancy Leave provisions shall not be entitled to further **SUB** under the Parental Leave provisions.
- c) Where an employee becomes eligible for an annual increment during the period of Pregnancy/Parental Leave, payments under (a), (b), shall be adjusted accordingly.
- d) Employees disentitled or disqualified from receiving E.I. benefits are ineligible for SUB top-up.
- e) Employees do not have a right to **SUB** payments except to supplement E.I. benefits during the unemployment period as specified in this plan.
- f) The employee must provide the Board with the proof that he/she is receiving E.I.

benefits before SUB-is payable

- g) It is understood that an employee on pregnancy and/or parental leave who is in receipt of SUB benefits shall not be paid in excess of their annual salary.
- h) Employees taking advantage of the SUB plan will return to work and remain in the service of the Board for a period of at least four (4) months after his/her return to work: and that he/she will return to work on the date of expiry of his/her pregnancy and/or parental leave, unless this date is modified with the consent of the Board or unless the employee is thereupon entitled to another leave provided for in this Agreement. Should the employee fail to make himself/herself available to return to work, the employee recognizes that he/she is indebted to the Board for the amount received through the Pregnancy or Parental SUB plan.
- i) Upon written request, an extended leave of absence without pay, and without loss of seniority may be approved by the Board for a period no longer than two (2) years inclusive of the twelve months leave provided in this Article.

**18.15 Parenting Leave**

Parenting Leave with pay, to a total of five (5) days per year, may be granted for the birth or adoption of a child. Such leave shall be granted at the discretion of the Superintendent of Human Resources or designate, in consultation with the employee's supervisor, and shall not be deducted from sick leave. It is understood that employees who take pregnancy leave are not eligible for this leave.

**18.16 Election Leave**

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.

**18.17 Compassionate Leave**

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. However, consideration for compassionate leave may be given in emergency circumstances involving children 18 years and older. 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 Human Resources Consultant in consultation with the employee's Supervisor. A year is defined as July 1 to June 30 for compassionate 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.

**18.18 X/Y Leave**

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

**18.19 Union Leave**

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.

**18.20 Union President Leave**

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.

**18.21 Graduation Leave**

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, wife, common-law spouse or same sex partner, grandparent or grandchild from a secondary or post-secondary institution.

**18.22 Severe Weather**

The Employer agrees that, in the event of extremely severe weather, (e.g. cancellation of bus transportation which impacts the employee, or if a public road is not ploughed for the day (i.e. impassable)) an employee will not suffer any **loss** of wages provided that he/she reports to their school or worksite, if and when it becomes safe to do **so** for that portion of the shift remaining. The employee, after consultation with the Site Administrator, Area Supervisor, or Supervisor (as applicable) shall be directed to report to an alternate site, or report to the nearest school, or report late to his/her school/site when road conditions permit. Should weather clear before the next shift is scheduled to commence, employees on that shift will be expected to work, otherwise the same conditions noted herein for day shift employees shall apply.

## **FAMILY MEDICAL LEAVE**

18.23 a) Family Medical leave shall be granted in accordance with the Employment Standards Act as amended.

b) An employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to a family member if a qualified health practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks or such shorter period as may be prescribed.

c) For the purposes of this Article "Family Member" is **as** defined in the Employment Standards Act and Ontario Regulation(s) as amended.

18.24 The employee may begin a leave under this section no earlier than the first day of the week in which the period referred to in 18.23 b) begins.

18.25 The employee may not remain on a leave under this section after the earlier of the following dates:

1. The last day of the week in which the individual described in Article 18.23 c) above dies.
2. The last day of the week in which the period referred to in 18.23 b) above ends.

18.26 **If** two or more employees take leaves under this section in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in 18.23 b) above that applies to the first certificate issued for the purpose of this section.

18.27 A request for Family Medical Leave shall be made in writing through the employee's supervisor and Superintendent of Human Resources. The request shall also include the dates on which the employee intends to leave and return to active employment.

The employee will provide to the employer a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks.

18.28 An employee may take a leave under this section only in periods of entire weeks.

18.29 An employee on Family Medical Leave shall continue to be entitled to all benefits which would have been received if the employee had been actively employed. These include:

- a) seniority, and experience

- b) -employee-benefits

18.30 An employee returning from Family Medical Leave shall be reinstated to the same position held in the same worksite prior to the leave.

18.31 The Employer will provide a Supplemental Unemployment Benefit plan for:

- a) The two (2) week waiting period during which time the member will receive payments equivalent to 60% of salary and allowances that would have been received had the employee not been on leave; and
- b) up to six (6) additional weeks' payment equivalent to the difference between the Employment Insurance Benefits the employee is eligible to receive and 60% of the salary and allowance that would have been received had the employee not been on leave.
- c) Employees disentitled or disqualified from receiving E.I. benefits are ineligible for **SUB**.
- d) The employee must provide the Board with the proof that he/she is receiving E.I. benefits before SUB is payable
- e) Employees do not have a right to **SUB** payments except to supplement E.I. benefits during the unemployment period as specified in this plan.
- f) No supplemental benefit will be paid under this plan for a week which falls outside the employee's normal work year.

## **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, Christmas Break, March Break, and Summer Break periods where applicable) 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. However, the parties agree that where an employee is participating in a return to work arrangement, his/her hours not worked shall be deducted from his/her sick leave by the hour. Should the employee's sick leave be exhausted, hours not worked shall be without pay.

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 twelve (12) 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 twelve 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 and will participate in all meetings in relation to members returning on modified work and that such participation will be from the initial stages through to the conclusion.

The employee shall have the right to Union representation concerning any return to work arrangements dealing with any WSIB or disability matter.

The Union agrees that its representatives shall be excluded from any meeting or portion of a meeting where the confidential medical information pertaining to an employee is being discussed and where the employee involved so requests.

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.

### **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 (½) 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.
- 19.16 The Employer will notify the Local Union Treasurer in writing at the time that any employee in the bargaining unit is removed from active payroll for any reason. The Union agrees to save the Employer harmless with respect to the dissemination of information as a result of this Article.
- 19.17 Should an employee become eligible for bereavement leave as provided for in Article 18.04 while on sick leave, he/she shall be entitled to such bereavement leave and no deduction will be made from sick leave entitlement for said days, and furthermore any adjustments to the remaining sick leave entitlement shall be made as necessary to give effect to the extent of the bereavement leave.

## **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 If an employee is temporarily assigned to a classification having a higher rate of pay than that for which the employee is currently assigned, then the employee shall be paid the rate in the salary range which is next higher than his/her previous rate for all hours worked in such classification.
- 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 - 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: - \$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 of coverage is as follows:

Sept. 01, 2005	\$250.00 per 24 consecutive months
Sept. 01, 2006	\$275.00 per 24 consecutive months
Sept. 01, 2007	\$300.00 per 24 consecutive months

It is understood that the amounts outlined above may be used to offset any cost related to laser eye surgery.

- e) Overage Dependent Rider
- f) Chiropractor (maximum amount of coverage is \$15 per visit to a maximum of 20 visits per year) and Physiotherapy (maximum amount of coverage per treatment is equal to the provincial health plan allowance - (\$12.20 per visit as at the signing of the agreement))

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 including Overage Dependent Rider (current year ODA Schedule of Fees less one year effective each (January 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. Premium Reduction Program (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 the Workplace Safety Insurance Board 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 OMERS 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. 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. 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 riso, 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 rates 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 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.
- 23.10 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.

23.11 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.

23.12 **CRIMINAL BACKGROUND CHECK**

The Board will pay the cost (processing fee only) associated with obtaining Criminal Background Checks that are mandated by Provincial Legislation or Board Regulation/Policy for existing permanent employees.

Newly hired employees must provide current Criminal Background Checks at their own expense.

23.13 a) Currently pursuant to the Education Act, ONTARIO REGULATION 521/01 amended to O. Reg. 322/03 COLLECTION OF PERSONAL INFORMATION, employees are required to obtain a Criminal Background Check prior to employment with the Board and to provide an Offence declaration thereafter as required by the regulation. This Article shall cease to apply in the event that the Regulation is repealed. In the event of a revision to the regulation the revisions shall be taken into account and where this Article requires more of an employee than the revised regulation, such requirements under this Article will no longer be applicable.

b) The Board will provide an Offence Declaration form to every employee by June 1<sup>st</sup> of each year. Each employee will provide to the Board a signed Offence Declaration prior to September 1<sup>st</sup> of each school year. The form is to be submitted to the Superintendent of Human Resources in a sealed envelope.

It is understood that an employee will not be permitted into any Board building until such document has been provided. Employees new to the Board must provide a criminal check that is not more than six (6) months old before they will be permitted into a Board building.

c) The Criminal Background Check and Offence Declarations will be segregated and placed in a locked/ protected area of the Board.

d) ~~After the Board receives the Offence Declaration or the results of the Criminal Background Check and if the Board intendsto meetwith an employee about any decision the Board might take with respect to the results of the Offence Declaration or Criminal Background Check, then the Board shall advise an employee to contact the Local President, or designate, prior to attending the meeting. It is understood that the Union will have representation at the meeting if the member requests.~~

23.14 All Memorandums of Agreement, Letters and Appendices attached hereto form part of the Collective Agreement and accordingly any disputes in relation thereto may be referred to the grievance and arbitration procedures.

23.15 Quarantine

Subject to certification by a duly qualified medical practitioner, in any case where, because of exposure to a communicable disease in the course of his/her duties an employee is quarantined or otherwise prevented by the medical officer of health from attending to his/her duties, leave will be granted without **loss** of pay. Such leave is not deducted from sick leave.

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

24.01 This collective agreement shall become effective September 1, 2008 and shall remain in effect until August 31, 2012, 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.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

**Letter of Understanding  
between  
The Limestone District School Board  
and  
The Canadian Union of Public Employees  
and its Local 1480**

**OMERS CONTRIBUTORY EARNINGS**

As a reference for employees, the parties have agreed to include in this Letter of Understanding the current Definition of Contributory Earnings under the OMERS Pension Plan. For more information employees may access the OMERS web site at [www.omers.com](http://www.omers.com) or contact Human Resource Services for an OMERS Member Handbook.

The following information is provided for information purposes only and is non-grievable. The parties will continue to be bound by any and all amendments to the OMERS Pension Plan.

**Definition of Contributory Earnings:**

For all pension and other compensation purposes the parties agree that contributory earnings must include all regular recurring earnings including the following:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay and commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance and canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);



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

**FOR LIMESTONE DISTRICT SCHOOL BOARD**

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480**

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Signed the day of \_\_\_\_\_, 2009.

**Letter of Understanding  
between  
The Limestone District School Board  
and  
The Canadian Union of Public Employees  
and its Local 1480**

**'Provincial Discussion Table - Professional Development and Training'**

In addition to any existing amounts currently allocated by the Board in respect of Professional Development and Training, the Board shall establish a fund for Professional Development and Training using the additional enhanced funds provided for in the Provincial Discussion Table agreement in the amount of \$154,220.49.

These additional funds shall be used exclusively and fully to provide Professional Development and Training for Bargaining Unit members represented by CUPE for 2008-09 and/or 2009-10.

Upon the ratification of this agreement, the parties shall immediately establish a Joint Committee for the Provincial Discussion Table Professional Development and Training made up of 3 representatives of the Union and 3 representatives of the Board. This committee constitutes the mechanism for CUPE input into the Provincial Discussion Table Professional Development and Training allocation provided for in S.3 of the Provincial Discussion Table. It is agreed that the committee will engage in meaningful analysis of the various ideas brought forward to it by its members.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

**Letter-of-Understanding-  
between  
The Limestone District School Board  
and  
The Canadian Union of Public Employees  
and its Local 1480**

**Provincial Discussion Table Provincial Committees**

Whereas the parties to the Provincial Discussion Table agreement have indicated their intention to establish committees at the provincial level; Joint Task Group on Violence in the Workplace, Green Clean Working Group, Support Workers Advisory Group (SWAG) and a Tripartite Benefits Committee, the Limestone District School Board and the Canadian Union of Public Employees, Local 1480, agree that in the event a member of the bargaining unit is appointed to any of these provincial committees, the employee will not suffer loss of pay or benefits for time spent attending committee meetings. Whereas the Ministry of Education has made the commitment to pay all expenses related to participation on these committees, it is further agreed that any money received by the employee directly from the Ministry in this regard, exclusive of travel allowance and living expenses shall be remitted to the Board.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

**Letter of Understanding  
between  
The Limestone District School Board  
and  
The Canadian Union of Public Employees  
and its Local 1480**

**Re: Implementation of item #7 of the Provincial Discussion Table Agreement**

**Staffing Funding Enhancement for 2009-10 Office Support Staff (Elementary School Secretary)**

**WHEREAS** the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 funding for Office Support Staff in elementary schools through the elementary component of the School Foundation Grant;

**WHEREAS** the Government will require that this funding enhancement be used, in 2009-10, in the manner described below;

Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- Offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an Office Staff person working 35 hours/week; and/or hire additional unionized Board-employed Elementary School Office Support Staff in 2009-10.

<b>Position</b>	<b>May 2008</b>	<b>Projected 2009 - 2010</b>
Elementary School Office Coordinator	51.16	<b>51.59</b>
Assistant Elementary School Office Coordinator	4.16	<b>4.36</b>

The parties agree to allocate these funds as per the attached schedule.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480

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Signed the day of \_\_\_\_\_, 2009.

**.Letter-of-Understanding  
between  
The Limestone District School Board  
and  
The Canadian Union of Public Employees  
and its Local 1480**

1. The Board and the Union agree that no permanent full-time and no permanent part time employees, who were permanent employees of the Board on or before August 31, 2007 will be laid off or have their hours of work reduced prior to August 31, 2012.
2. Positions that are vacated through attrition shall not be considered to have been layoffs of employees. The Board is not required to replace employees that retire or resign from the employ of the Board.
3. This letter continues to operate for so long as this Collective Agreement operates.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

**Letter of Understanding  
between  
The Limestone District School Board  
and  
The Canadian Union of Public Employees  
and its Local 1480**

**Re: Implementation of item #5 of the Provincial Discussion Table Agreement**

**Staffing Funding Enhancement for 2011-12  
Education Assistants**

It is the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase the benchmark salary for Educational Assistants in the Elementary Pupil Foundation Grant in the Grants for Student Needs by 16.67% in 2011-12.

The Board shall maintain the number of paid working days for Educational Assistants at 191. Effective September 1, 2011 the number of paid working days shall be set at a minimum of 194. The Board shall utilize the portion of the above noted funding necessary to implement these additional three (3) days.

The following funds will be used towards increasing the daily hours of work per day for Educational Assistants to seven (7) hours:

1. The remaining funds from the 16.67% increase in the foregoing benchmark after increasing the paid working days to 194
2. The Special Education Per Pupil Amount (SEPPA) in the Grants for Student Needs that will be increased as follows in 2011-12
  - JK to grade 3 benchmark: \$86.55
  - Grade 4 to Grade 8 benchmark: \$66.62
  - Secondary benchmark: \$41.09
3. A new allocation in the Grant for Student Needs Pupil Foundation Grant to enhance funding for elementary supervision starts in 2008-09. Effective September 1, 2011 the Board will utilize eighty percent (80%) of the 2011-12 supervision allocation as is required to move Educational Assistants hours to seven (7) per day.

The estimated calculations that outlined the projected application of the foregoing in 2011-12 are attached.

The use of the incremental hours for Educational Assistants funded above, must include scheduled supervision of students or after school homework support. Nothing

~~in this provision shall prevent the Board from maintaining existing homework support programs operated by volunteers.~~

Principals shall have the flexibility to assign these hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Educational Assistants' working conditions.

The parties agree:

- **As** a principle, supervision should be scheduled firstly for teachers in accordance with mandated teacher supervision time.
- When assigning supervision duties to Educational Assistants, Principals will implement schedules that are designed to facilitate and advance the goal of fair and equitable distribution among Educational Assistants within their school.

No employee in either **CUPE Local 1480** Bargaining Unit, with the exception of Educational Assistants, shall be assigned to the general supervision of students except for extraordinary or emergency situations.

**FOR LIMESTONE DISTRICT SCHOOL BOARD**

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480**

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

**Letter of Understanding  
Between  
The Limestone District School Board  
And  
The Canadian Union of Public Employees  
and its Local 1480**

**Re: Provincial Discussion Table item 13 - Transferability of Other Provincial Discussion Table Agreements**

The Parties agree that any additional funding enhancements or funding over and above the funding and enhancements in the May 27, 2008 Provincial Discussion Table agreement that is forthcoming from the Government as contemplated in s.13 and/or the letter of understanding at pages 17 or 21 of the Provincial Discussion Table agreement shall be distributed to the benefit of members of the bargaining unit. The nature of the distribution will be determined by further negotiation between the Parties.

This letter is applicable to both collective agreements.

**FOR LIMESTONE DISTRICT SCHOOL BOARD**

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480**

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.



**Letter-of Understanding  
Between  
The Limestone District School Board  
And  
The Canadian Union of Public Employees  
and its Local 1480**

**Re: Provincial Discussion Table - Benefit and Working Conditions**

The Parties agree that the Board's share of the \$50 million benefits funding announced in the August 2007 enhancements and allocated through increased benchmarks in the Grant for Student Needs on March 26, 2008 shall be used to assist Boards with the existing costs of benefits.

Funding for group benefits and other working conditions will be enhanced by a 0.26% increase to the benchmarks effective in the 2010-11 school year. The estimated allocation for LDSB is \$351,808.00.

CUPE Local 1480's share of the Board's allocation is calculated as follows:

CUPE FTE #	TOTAL FTE #	CUPE SHARE %	CUPE SHARE \$
695.7	2197.80	31.654%	\$111,362.60

In determining the ratio above, occasional teachers were excluded.

The foregoing estimates will be revised if and as necessary when the actual funding regulations are known. The Board shall share the actual calculations when those figures are finalized.

It is agreed that a joint committee will be established to review options and to allocate the CUPE share of the benefit funding for implementation by September 1, 2010.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**Letter of Understanding  
between  
The Limestone District School Board  
and  
The Canadian Union of Public Employees  
and its Local 1480**

The parties agree that the Board will hire permanent Educational Assistants to fill all of the permanent positions currently occupied by casual employees, save and except forty (40) F.T.E. "pool positions". These positions will be filled in accordance **with** the Board's normal external hiring process. Every attempt will be made to complete the hiring process by April 30<sup>th</sup>, 2009.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

This letter hereby confirms the Board's commitment to a joint Management/Union Staffing Review Committee for the purpose of reviewing the present guidelines with respect to Elementary and Secondary Secretarial allocations. It is understood that the review will occur at least once annually.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

**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 \_\_\_\_\_, 2009.

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

**RE: WSIB**

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

The employer agrees to attach a letter from the Union to each WSIB Form 7 that is forwarded to an employee.

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.

The Employer agrees to notify an employee if it files an appeal to a decision of the Workplace Safety and Insurance Board in relation to the employee's claim.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

**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 \_\_\_\_\_, 2009.

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

**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 Human Resources. The Union shall Be notified of those applications that have been approved. Applications shall be considered by April 1<sup>st</sup> to begin the program 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 Business Services.
- 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

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

**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, 4.04, 14.01, 14.03 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 employee.

Notwithstanding the foregoing, no employee hired after September 1, 2002 shall be credited with more than 24 months with respect to any casual work completed prior to August 31, 2002.

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.

■ Casual employees shall not be covered by any articles ~~of~~ the collective agreement except ~~as~~ provided above.

■ 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.

**FOR LIMESTONE DISTRICT SCHOOL BOARD**

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480**

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

The parties agree that all ELDIs have the right to transfer into the Educational Assistant classification and attend the Educational Assistant placement meeting. An ELDI that is transferring by choice will have selection rights but not bumping rights in the Educational Assistant process. An ELDI who is displaced through no fault of their own will have both selection and bumping rights.

The parties further agree that the following procedures will be used for the Transfer/Placement of Early Literacy Development Instructors.

**EARLY LITERACY DEVELOPMENT INSTRUCTORS'**

**TRANSFER/PLACEMENT PROCEDURES**

**TRANSFER /PLACEMENT MEETING**

A Transfer/Placement meeting will be held in either June or late August/ early September and will combine the placement of Early Literacy Development Instructors(ELDI) who:

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

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

- a) All permanent ELDIs must attend the transfer/placement meeting.
- b) Prior to the placement meeting, a list will be drawn up showing the placement of each ELDI 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.
- d) The initial placement of ELDIs in a position as determined by the Board and Union is

based on of the following criteria:

- i) ELDIs 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 ELDIs hold a right to part of the position, an ELDI may be slotted into the position based upon a 50% threshold.
- iii) In situations where positions have been combined or changed and only one ELDI holds a right to part of the position, that ELDI may be slotted into the position.

**The above criteria is utilized solely at the discretion of the Board and Union representatives.**

- e) All positions will be listed identifying each school included in the position with the name of the ELDI currently attached to the position (if applicable). New vacant positions will also be listed. Each ELDI who held an ELDI position the year previous will receive information with respect to the positions available for the next school year prior to the meeting.

### **PLACEMENT MEETING PROCEDURE**

- a) The names of all ELDIs who are declared surplus will be placed on "the Surplus List" in order of seniority.
- b) Beginning with the most senior ELDI on the Surplus List, ELDIs will be given the opportunity to choose a vacant position (if available) or may bump an ELDI with less seniority.
- c) ELDIs who are subsequently bumped out of their position are placed on the Surplus List in order of seniority and become part of the process.
- d) Once the most senior ELDI involved in the process selects a position, bumps, or passes, the next most senior ELDI taking part in the process makes his/her decision. This process will continue until all ELDIs are placed or no vacancies or bumping options are still available.
- e) Upon selecting a position, ELDIs will sign a Job Selection Sheet. An employee shall only be allowed to make one selection.
- f) Placements will be effective upon selecting a position.

## **TRANSFER -MEETING PROCEDURE**

- a) Upon completion of the Placement Meeting process, a Transfer process will take place. This part of the meeting involves the placement of all ELDIs desiring a transfer. Any vacant positions remaining from the Placement Meeting will be available for the transfer process. If there are no vacant positions the transfer process does not occur.
- b) ELDIs who have been identified as holding a position for September (in accordance with (d) above) may choose to have their names placed on "the Transfer List" provided that they relinquish their position prior to the commencement of the transfer meeting. ELDIs on this list will only be given the opportunity to choose a vacant position from the vacant position listing provided. It is understood that no bumping may occur during this process.
- c) ELDIs who are interested in transferring to an available position must be present at the transfer procedure component of the 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.
- d) Beginning with the most senior ELDI present and taking part at the meeting, individuals will have an opportunity to select a position from the Available Positions List. This process will continue until all ELDIs have made a transfer or no option for transfer is still available.
- e) ELDI position(s) that remain vacant, if any, following this process shall be filled at the outset of the Educational Assistant placement meeting. The parties agree that EAs must be qualified by obtaining ELDI qualification training prior to their application for a position.

It is also agreed that EAs not working in an ELDI position must have current skills to successfully perform in an ELDI position. To be or remain qualified for an ELDI position, EAs are required to comply with the schedule as outlined below.

### **Training Completed**

less than 12 months ago  
12 months but less than 3 years ago  
  
3 years or more

### **Training Required**

no training required  
re-fresher training required  
(can be obtained after entry into position)  
full training session required  
(must be obtained prior to entry into position)

The full ELDI training session will be provided by the Board during the summer period at least once in every two year period.

Notwithstanding the above, an **EA** may also be deemed to be qualified and considered for positions where he/she has spent a recent reasonable amount of time filling temporary **ELDI** position(s) but has not fulfilled the training obligations as outlined above. It is understood that decisions relating to the considerations of **EAs** in these circumstances shall be determined by the applicable Superintendent in charge of the program.

**FOR LIMESTONE DISTRICT SCHOOL BOARD**

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480**

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

**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.

EDUCATIONAL 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 Transfer/Placement meeting or who have been bumped as a result of the Transfer/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.
- 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 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 initially 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) **SURPLUS:** 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 A (referred to as the Displaced List) for the purpose of choosing an additional part-time vacant position from the vacant position listing provided or bumping an Educational Assistant with less seniority holding a part time 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 Educational Assistant with less seniority.

**HOLD POSITION:** 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.

- ti) -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 and goes on Leave of Absence 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 Educational 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) After all Educational Assistants have selected their respective positions, the remaining unfilled positions to a maximum of 40 F.T.E. shall form a pool. These Pool Positions will be filled by casual Educational Assistants. If there are greater than 40 F.T.E. positions remaining at the end of the Transfer/Placement meeting, these positions shall be filled by hiring permanent staff. The Joint Educational Assistant Staffing Committee, will develop the list of pool positions.
- n) 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 40 F.T.E. pool positions being held by casual Educational Assistants.
- o) In a year of layoffs, positions that become available after the Transfer/Placement meeting 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 positions remaining will be filled according to (m) above. Any additional positions remaining may be advertised externally.

### **Displacement/Reassignment During the School Year**

It is recognized by the parties that it is imperative to minimize problems associated with Educational Assistant and/or student mobility during the school year. It is the goal of the parties to provide as much Educational Assistant/student continuity as possible. In an effort to ensure that this occurs, Educational Assistants 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).

Educational Assistants 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 pool position, or
- 3) Take an unpaid Leave of Absence.

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.

### **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/ Educational Assistant 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 Educational Assistants during the school year unless there are no other pool positions available.

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.

### **Speech Educational Assistant Qualifications**

The parties agree that Educational Assistants must be qualified by obtaining Speech qualification training prior to their application for a position.

It is also agreed that Educational Assistants not working in a Speech position must have current skills to successfully perform in a Speech position. To be or remain qualified for a Speech position, Educational Assistants are required to comply with the schedule as outlined below.

Training-Completed less than 12 months ago 12 months-less than 3 yrs	Training- Required no training required re-fresher training required <i>(can be obtained after entry into position)</i>
3 years or more	full training session required <i>(must be obtained prior to entry into position)</i>

The full training session will be provided by the Board during the summer period at least once in every two year period.

Notwithstanding the above, an Educational Assistant may also be deemed to be qualified and considered for positions where he/she has spent a recent reasonable amount of time filling temporary Speech position(s) but has not fulfilled the training obligations as outlined above. It is understood that decisions relating to the considerations of Educational Assistants in these circumstances shall be determined by the applicable Superintendent in charge of the program.

It is understood that should the Board require further training, it will pay the salary cost of the specified number of employees who have been selected to take the training.

The Board will advertise for expressions of interests and selections will be made in order of seniority.

### **OCTOBER TRANSFER MEETING PROCESS**

In early/mid-October an Educational Assistant Transfer meeting will occur. This meeting involves the placement of Educational Assistants displaced or desiring a transfer.

At the start of the meeting, Educational Assistants displaced or Educational Assistants who wish to transfer will be given the opportunity to select a position.

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 Joint Staffing Committee,

This **will** confirm the agreement reached between the parties in respect to the placement of Educational Assistants.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

**RE: CLERICAL COMPUTER TRAINING**

This letter hereby confirms the Board's commitment to provide various computer training programs as determined by the Board from time to time 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.

**FOR LIMESTONE DISTRICT SCHOOL BOARD**

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480**

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

A copy of the Group Master Policy or Policies of the Insured Benefit Plan shall be given to the President of the Bargaining Unit. In the event that the Board decides to change carrier(s) of the Insured Benefit Plan, the Board agrees to consult with the Union and further agrees to implement the same coverages as outlined in Article 21.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

**RE: INVASIVE AND MEDICAL PROCEDURES**

The parties agree to the implementation of a \$77.25 dollar/month (September To June only) for the performance of invasive and medical procedures. This amount will be effective September 1<sup>st</sup>, 2008 and will increase as follows:

Effective September 1 <sup>st</sup> , 2009	\$79.57
Effective September 1 <sup>st</sup> , 2010	\$81.96
Effective September 1 <sup>st</sup> , 2011	\$84.42

The list of procedures is as follows:

g-tube feeding  
defibulator  
rectal suppository  
shallow suctioning  
catheterization  
ostomy change  
glucose  
percussion

It is understood that the invasive and medical procedures listed above must be completed at least eight (**8**) times per month. It is also understood that no employee will receive more than a total of the amounts noted above per month for invasive and medical procedures.

The parties agree that this memorandum fully replaces the prior memorandum involving catheterization.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.



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

**RE: GENDER NEUTRAL JOB EVALUATION PROCESS**

The parties agree to establish a joint Gender Neutral Job Evaluation Process that will review existing jobs for compliance with the maintenance and all other requirements of Ontario Pay Equity Legislation, immediately upon the completion of bargaining in 2008.

CUPE recognizes the Board's right to retain a consultant to assist it and/or to act on its behalf. As bargaining agent for the employees, CUPE will determine the resource people to be assigned to the joint committee.

The Board and Local 1480 will each appoint three people to constitute the basic joint committee.

The committee shall determine its own terms of reference in consultation with the advisor(s) of the Board and CUPE Local 1480.

The principle of red-circling will apply.

Any Pay Equity salary adjustments required as a result of the process will be effective as of September 1, 2004.

**FOR LIMESTONE DISTRICT SCHOOL  
BOARD**

**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480**

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

**RE: VACATION ANNIVERSARY DATE**

The parties agree that they will meet within sixty days of ratification of the collective agreement to discuss the feasibility of changing the vacation anniversary date. The change would be to move the accrual date to May 30" which would effectively change the following articles in the collective agreement to allow for payout of vacation credits to happen at May 30" for those bargaining unit members who work less than twelve (12) months:

Articles 17.14 and 17.19 in yellow and 17.16 in green.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

RE: Remaining Professional Development Funding from 2005

The parties agree that there is approximately \$25,000 remaining in the Professional Development Fund from 2005 and that it will continue to be used for Professional Development for CUPE members, monitored by the Labour Management Committee, until such fund has been depleted.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

The Board will disburse \$206,070 amongst those members of the respective bargaining units employed in permanent positions as at the date of ratification.

- Pro-rate for less than 1.0 F.T.E.
- Allowance to be used by August 31, 2006
- No tax will be deducted at source
- Committee to determine distribution of remaining funds, if any
- Financial report to be prepared by the Board for submission to the Union.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

**RE: ITS Technicians (Secondary Schools and Central Office)  
Level to Level Salary Rate Progression**

It is understood that the current qualifications for ITS Technicians (Secondary School and Central Office) are as stated in the Job Description.

The parties agree that the salary progression from Level 1 to Level 2 or 3 is dependent on the ITS Technician obtaining the specific qualifications of the specific level. Salary progression from Level 1 to Level 2 or 3 will occur upon successful completion of the required qualifications of the specific level. Employees will not be eligible for any retroactive pay beyond the date of successful completion.

The Employer will provide professional development from time to time as necessary to maintain/upgrade required skills for the position.

The parties recognize that change to the Information Technology environment is both continual and inevitable. As such, it is understood that the Employer will periodically review all contents of the Job Description to ensure relevancy and congruency with current Limestone District School Board ITS service and qualification requirements. All proposed changes will be discussed with the Union prior to their implementation.

FOR **LIMESTONE** DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

Retirement Planning and the Long Term Disability Plan

At the written request of the employee, no payments are due from the employee or the Employer in respect of LTD premiums on behalf of employees for the seventeen (17) week period prior to the employee's normal retirement age or formally confirmed early retirement date. The written request from the employee to take advantage of this option must be submitted to the Employer at least one (1) month prior to the final seventeen (17) week period before retirement. Employees choosing to take advantage of this Article must sign a waiver as provided by the Employer.

It is understood that an employee who has formally committed in writing to retirement and is taking advantage of this Article cannot later rescind or alter his/her originally stated date of retirement.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

**The** parties agree that authorized lieu time will be tracked and a central record will be maintained for **ITS** staff, Educational Assistants and ELDIs.

Information will be provided to the Union semi-annually.

FOR LIMESTONE DISTRICT SCHOOL  
BOARD

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1480

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Signed the \_\_\_\_ day of \_\_\_\_\_, 2009.

**SCHEDULE A  
CUPE LOCAL 1480 WAGES**

<b>CLASSIFICATION</b>		<b>1-Sep-2008</b>	<b>1-Sep-2009</b>	<b>1-Sep-2010</b>	<b>1-Sep-2011</b>
<b>Data Base Administrator</b>	START	\$30.88	\$31.81	\$32.76	\$33.74
	6 MONTHS	\$32.97	\$33.96	\$34.98	\$36.03
	1 YEAR	\$35.06	\$36.11	\$37.19	\$38.31
<b>Early Childhood Educator</b>	START	\$29.26	\$30.14	\$31.04	\$31.97
	1 YEAR	30.59	\$31.51	\$32.46	\$33.43
	2 YEAR	31.91	\$32.87	\$33.86	\$34.88
	MAXIMUM	33.18	\$34.18	\$35.21	\$36.27
<b>Program Manager - Outdoor Ed</b>	START	\$27.41	\$28.23	\$29.08	\$29.95
	1 YEAR	\$28.61	\$29.47	\$30.35	\$31.26
	2 YEAR	\$29.87	\$30.77	\$31.69	\$32.64
	MAXIMUM	\$31.04	\$31.97	\$32.93	\$33.92
<b>Transition Planning Coordinator</b>	START	\$26.34	\$27.13	\$27.94	\$28.78
	1 YEAR	\$27.49	\$28.31	\$29.16	\$30.03
	2 YEAR	\$28.62	\$29.48	\$30.36	\$31.27
	MAXIMUM	\$29.78	\$30.67	\$31.59	\$32.54
<b>Facilitator Tech. Programs Programmer/Liaison Officer</b>	START	\$26.36	\$27.15	\$27.96	\$28.80
	6 MONTH	\$26.91	\$27.72	\$28.55	\$29.41
	1 YEAR	\$27.74	\$28.57	\$29.43	\$30.31
<b>interpreter</b>	START	\$23.09	\$23.78	\$24.49	\$25.22
	6 MONTH	\$23.93	\$24.65	\$25.39	\$26.15
	1 YEAR	\$24.74	\$25.48	\$26.24	\$27.03
<b>Senior Printer</b>	START	\$21.94	\$22.60	\$23.28	\$23.98
	6 MONTH	\$22.72	\$23.40	\$24.10	\$24.82
	1 YEAR	\$23.48	\$24.18	\$24.91	\$25.66

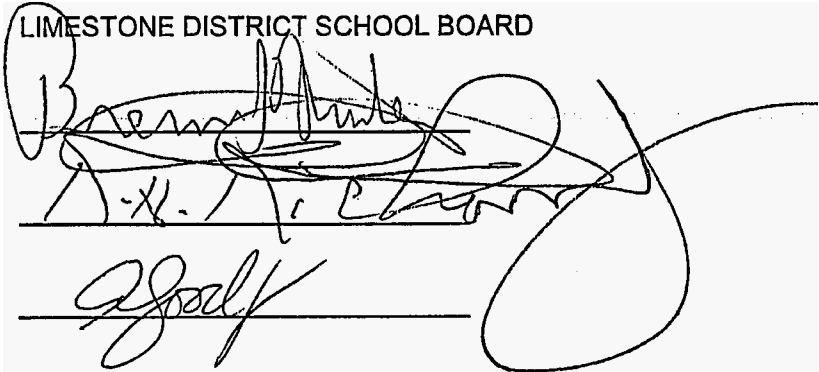


<b>Intervenor</b>	START	\$20.99	\$21.62	\$22.27	\$22.94
	1 YEAR	\$21.82	\$22.47	\$23.14	\$23.83
	2 YEAR	\$22.65	\$23.33	\$24.03	\$24.75
	MAXIMUM	\$23.48	\$24.18	\$24.91	\$25.66
<b>ITS Technician - Secondary School - Level 1 Computer Services Technician</b>	START	\$19.68	\$20.27	\$20.88	\$21.51
	6 MONTH	\$20.25	\$20.86	\$21.49	\$22.13
	1 YEAR	\$21.05	\$21.68	\$22.33	\$23.00
<b>IIS Technician - Secondary School - Level 2</b>	START	\$21.14	\$21.77	\$22.42	\$23.09
	6 MONTH	\$21.65	\$22.30	\$22.97	\$23.66
	1 YEAR	\$22.63	\$23.31	\$24.01	\$24.73
<b>ITS Technician - Secondary School - Level 3</b>	START	\$22.93	\$23.62	\$24.33	\$25.06
	6 MONTH	\$23.21	\$23.91	\$24.63	\$25.37
	1 YEAR	\$23.45	\$24.15	\$24.87	\$25.62
<b>Office Manager Educational Services Technician Senior Technician - ITS A.V. Technician Transportation Route Planner</b>	START	\$21.29	\$21.93	\$22.59	\$23.27
	6 MONTH	\$21.82	\$22.47	\$23.14	\$23.83
	1 YEAR	\$22.64	\$23.32	\$24.02	\$24.74
<b>Secretary to Manager of Facility Services</b>	START	\$21.10	\$21.73	\$22.38	\$23.05
	6 MONTH	\$21.84	\$22.50	\$23.18	\$23.88
	1 YEAR	\$22.59	\$23.27	\$23.97	\$24.69
<b>Senior Payroll Clerk Senior Accounting Clerk</b>	START	\$20.60	\$21.22	\$21.86	\$22.52
	6 MONTH	\$21.18	\$21.82	\$22.47	\$23.14
	1 YEAR	\$22.02	\$22.68	\$23.36	\$24.06
<b>Elementary School Office Coordinator</b>	START	\$20.28	\$20.89	\$21.52	\$22.17
	6 MONTH	\$20.83	\$21.45	\$22.09	\$22.75
	1 YEAR	\$21.64	\$22.29	\$22.96	\$23.65

Stores Manager	START	\$19.68	\$20.27	\$20.88	\$21.51
Senior Computer Operator	6 MONTH	\$20.25	\$20.86	\$21.49	\$22.13
	1 YEAR	\$21.05	\$21.68	\$22.33	\$23.00
Secretary - Educational Services Secretary - School to Community Services Library Technician Audio Visual Aide Payroll Clerk Accounting Clerk Benefits Clerk Secretary - Auxiliary Services Secretary - Computer Services Secretary - Continuing Education Clerk - Program Budgets Computer Technology Assistant					
	START	\$19.11	\$19.68	\$20.27	\$20.88
Control Centre Clerk	6 MONTH	\$19.63	\$20.22	\$20.83	\$21.45
Operations Control Centre Clerk	1 YEAR	\$20.46	\$21.07	\$21.70	\$22.35
<b>Educational Assistants</b>					
	START	\$19.57	\$20.16	\$20.76	\$21.38
<b>Early Literacy Development Instructors</b>	1 YEAR	\$20.26	\$20.87	\$21.50	\$22.15
Senior Clerk - Secondary School Secretary - Financial Services Senior Clerk - Continuing Education					
Secretary - Purchasing	START	\$18.61	\$19.17	\$19.75	\$20.34
Computer Operator	6 MONTH	\$19.13	\$19.70	\$20.29	\$20.90
Clerk - Operations Administration	1 YEAR	\$19.94	\$20.54	\$21.16	\$21.79
<b>Clerk - Auxiliary Services</b> <b>Assistant Elementary School Office Coordinator</b> Junior Clerk - Auxiliary Services					
Receptionist - Board Office	START	\$17.92	\$18.46	\$19.01	\$19.58
Junior Clerk - Secondary School	6 MONTH	\$18.46	\$19.01	\$19.58	\$20.17
<b>Educational Resource Assistant</b>	1 YEAR	\$19.29	\$19.87	\$20.47	\$21.08

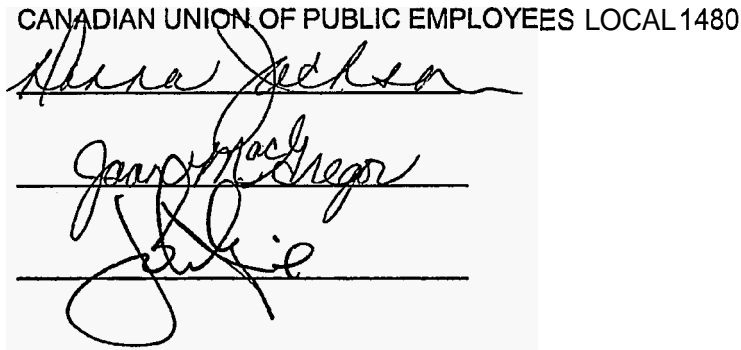
<b>General Duties Clerk</b>	START-	<b>\$17.25</b>	<b>\$17.77</b>	<b>\$18.30</b>	<b>\$18.85</b>
<b>File Clerk</b>	6 MONTH	<b>\$17.79</b>	<b>\$18.32</b>	<b>\$18.87</b>	<b>\$19.44</b>
	1 YEAR	<b>\$18.61</b>	<b>\$19.17</b>	<b>\$19.75</b>	<b>\$20.34</b>
<b>Grandparented Positions</b>					
<b>Secretary-- Purchasing</b>	1 YEAR	<b>\$21.10</b>	<b>\$21.73</b>	<b>\$22.38</b>	<b>\$23.05</b>
<b>Educational Assistant ■</b>	START	<b>\$18.82</b>	<b>\$19.38</b>	<b>\$19.96</b>	<b>\$20.56</b>
	1 YEAR	<b>\$19.50</b>	<b>\$20.09</b>	<b>\$20.69</b>	<b>\$21.31</b>

IN WITNESS whereof The Limestone District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf:

LIMESTONE DISTRICT SCHOOL BOARD  
The image shows three handwritten signatures in black ink over horizontal lines. The first signature is the most prominent and appears to be 'B. ...'. The second signature is 'D. H. ...'. The third signature is 'A. ...'. There is a large, loopy scribble to the right of the signatures.

Signed the 26 day of June, 2009.

IN WITNESS whereof the CANADIAN UNION OF PUBLIC EMPLOYEES has executed this Agreement attested by the authorized representatives of the CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480 Bargaining Unit, representing those employees employed by The Limestone District School Board:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480  
The image shows three handwritten signatures in black ink over horizontal lines. The first signature is 'Anna Jackson'. The second signature is 'Janet ...'. The third signature is 'Julie ...'.

Signed the 26 day of June, 2009.

MEMORANDUM OF SETTLEMENT

BETWEEN:

THE LIMESTONE DISTRICT SCHOOL BOARD

(the "Board")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEE,  
AND ITS LOCAL 1480

(the "Union")

**WHEREAS** the Board announced in **January of 2010** that it would begin phasing in **full** day learning for four and five year olds in selected schools for the **2010-2011** school year as part of the **Ministry of Education Early Learning Program (ELP)**;

**AND WHEREAS** the Parties are bound to a collective agreement covering Secretarial, Office Clerical, Educational Assistants and Technical employees, expiring August **31,2012**;

**AND WHEREAS** a position called "Early Childhood Educator" falls within the scope of the collective agreement between the parties; and

**AND WHEREAS** the Union filed a grievance (**P3Y-1480-10**) dated **March 24, 2010** seeking the inclusion of Early Childhood Educators hired by the Board as part of the Early Learning Program, in the above-noted collective agreement;

**AND WHEREAS** the parties wish to resolve this ~~matter~~;

THE **PARTIES** now agree to full and final settlement of these matters as follows:

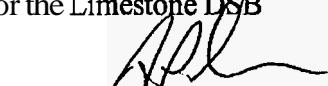
1. The parties acknowledge that Early Childhood Educators (ECE) **hired** by the Board as **part of** the Early **Learning Program** shall fall in the existing Early Childhood Educator classification in the collective agreement.
2. The Union withdraws **the** grievance (**P3Y-1480-10**) dated **March 24, 2010**.
3. The Board reserves the right to amend the ECE position description, including the ability to **amend**, delete and/or establish qualifications, skills and abilities. Such amended position description shall be provided to the Union prior to implementation.
4. The rate of pay currently indicated in the collective agreement for the Early Childhood Educator shall be reclassified as follows:
  - a) The rate of **pay** for the ECE position **is** reset at the Educational **Assistants** and Early Literacy Development Instructors pay band reproduced below:

		Sept 1/08	Sept 1/09	Sept 1/10	Sept 1/11
Educational Assistants, Early Literacy Development Instructors, Early Childhood Educators	Start	\$19.57	\$20.16	\$20.76	\$21.38
	One Year	\$20.26	\$20.87	\$21.50	\$22.15

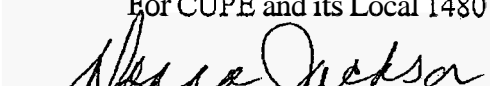
- b) The ECE position will be jointly evaluated within the Job Evaluation/Pay Equity review process and the rate of pay will be adjusted where necessary as a result of the process. The retroactivity date for any increase in the ECE rate is the first day of the Program in September 2010.
5. The parties agree that the hours of work including start and end times for the ECE position will be determined by the Board at a later date notwithstanding the collective agreement, once standards are determined by the Ministry of Education and the Board. For greater clarity, the parties agree that the hours of work for the ECE positions may be scheduled up to 7 hours per day and the start and end times of the positions may extend beyond the normal work day (7:30 am to 5:00 pm) as listed in Article 14.01.
6. In the event that the Ministry of Education funding is increased beyond the current level of funding for the ECE position, the interim or final Limestone ECE rate will be adjusted accordingly so as to ensure that the job rate is not less than the rate funded by the Ministry. In the event of said increase in funding the effective date of the increase to the ECE rate of pay will be the day that the funding commences. The parties further agree that there is no pyramiding of adjustments and that all adjustments made as contemplated in this Memorandum are adjustments for the purposes of the pay equity plan and the Pay Equity Act. The parties also agree that any funding increases designated by the Ministry of Education to be allocated to the ECE job rate will not result in additional increases to the other positions listed within the ECE salary band.

Signed at Kingston this 13 day of May, 2010.

For the Limestone DSB

  
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For CUPE and its Local 1480

  
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