



*Peterborough Victoria
Northumberland and Clarington
Catholic District School Board*

COLLECTIVE AGREEMENT

between the

**PETERBOROUGH VICTORIA NORTHUMBERLAND & CLARINGTON
CATHOLIC DISTRICT SCHOOL BOARD**

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

and the

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

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

EFFECTIVE FROM

JANUARY 1, 1999 to DECEMBER 31, 1999

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ARTICLE 1

RECOGNITION/SCOPE/DEFINITIONS

1.01 This Collective Agreement shall apply to all employees of the Board, save and except supervisors, persons above the rank of supervisors, one (1) confidential secretary, one (1) executive assistant, administrative assistants to supervisory officers, one (1) administrative assistant to the director's office, human resources officers, one (1) benefits/human resources information officer, one (1) financial analyst, and teachers as defined by the Teachers' Profession Act.

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

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

1.04 **Technological Change**

When the Board introduces technological changes which require additional skills of staff, an employee shall agree to be trained and the Board shall agree to pay for training it authorizes. Notwithstanding Article 14, if training extends beyond the normal hours of work, the employee will be paid his regular hourly wage rate for all such hours or, with mutual agreement, he shall be granted time-in-lieu of payment to be scheduled when the employee is not replaced.

An employee who does not acquire the additional skills will be reassigned to another vacant position for which he has the abilities and qualifications to perform. If no such vacancy exists, he may displace the most junior employee in another job category for which he has the abilities and qualifications to perform. The displaced employee shall then exercise his seniority in accordance with Article 12.

The employer further agrees to give the Union as much advance notice as possible when technological changes are to be implemented.

ARTICLE 1 cont'd:

- 1.05
1. Wherever the singular or the masculine is used in this agreement it shall be considered as if the plural or the feminine has been used where the context of the agreement so requires.
 2. Where the expression "Board" is used, it is understood that any authority in question may be exercised by the Director of Education or the designate.
 3. Geographic Area
 - A. Peterborough City and County
 - B. Campbellford
 - C. Northumberland County except Campbellford
 - D. Lindsay and Downeyville
 - E. Kirkfield
 - F. Municipality of Clarington

ARTICLE 2

RESERVATION OF MANAGEMENT FUNCTIONS

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

ARTICLE 3

NO DISCRIMINATION OR COERCION

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

ARTICLE 4

UNION SECURITY

- 4.01 The Board shall deduct each month from the pay of each employee with seniority, an amount equal to the regular monthly Union dues except from an employee on lay off (i.e. 10 month employees) or an employee on an approved unpaid leave of absence.
- 4.02 All sums deducted pursuant to section 4.01 will be remitted to the Treasurer of the Local Union not later than the 15th day of the month following, accompanied by a list of employees in respect of whom deductions have been made. A copy of the list of employees in respect of whom deductions have been made will also be sent to the Treasurer of the National Union by the Treasurer of Local 1453.
- 4.03 The Union will save the Board harmless in respect of any deductions or remittances made pursuant to this Article.
- 4.04 The Board will acquaint new employees with the fact that the Union is the collective bargaining agent and that there is a Collective Agreement in effect.
- 4.05 All correspondence between the parties arising out of this Collective Agreement, or incidental thereto, shall pass to and from the Manager of Human Resources for the Board and the Recording Secretary of Local 1453.

ARTICLE 5

UNION REPRESENTATION

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

ARTICLE 6

GRIEVANCE PROCEDURE

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

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

Such grievance shall be processed in the following manner:

ARTICLE 6 cont'd

Step No. 1

The employee shall discuss his written grievance with such supervisor as is designated by the Manager of Human Resources, and he will have the assistance of a member of the Union committee in processing such grievance.

The supervisor shall reply to the grievance in writing and within five (5) working days. If the reply is not satisfactory to the employee concerned, then he may, but only within five (5) working days from the date of the receipt of the reply of the supervisor, invoke Step No. 2.

Step No. 2

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

6.02 It is understood that the Union may file as a grievance any complaint or allegation that there has been by way of general application, a mis-interpretation, violation or non-application of this Agreement at Step No. 2 provided:

- (a) the grievance is filed no later than ten (10) working days following the alleged circumstances giving rise to the grievance, and
- (b) the foregoing will not be used to bypass the regular Grievance Procedure, and the Board may refuse to consider any such grievance if the circumstances are such that the matter could have been filed as the grievance of an employee or grievances of more than one (1) employee.

ARTICLE 6 cont'd

- 6.03 Any of the time limits mentioned in this Article may be extended by mutual agreement between the parties. If the Board fails to observe any time limit without mutual agreement, the Union may advance the grievance to the next step, including arbitration. If the Union fails to observe any time limit without mutual agreement, the Board may consider the grievance resolved on the basis of its last decision.
- 6.04 For the purpose of this Agreement, "working days" shall exclude Saturdays, Sundays and paid holidays.

ARTICLE 7

ARBITRATION

- 7.01 If a grievance remains unsettled following the appropriate procedure set forth in Article 6, it may be submitted to arbitration provided the request is made by registered mail addressed to the other party to this Collective Agreement, indicating the name and address of its nominee to the Arbitration Board. Within ten (10) days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two arbitrators shall then endeavour to select an impartial chairperson. If the other party fails to appoint an arbitrator within the ten (10) working days, or if the two arbitrators fail to agree upon a chairperson within a further fourteen (14) days, then either party may apply for an appointment under the Ontario Labour-Management Arbitration Commission Act.
- 7.02 The Board of Arbitration may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.
- 7.03 The decision of the majority shall be the decision of the Board of Arbitration, and where there is no majority decision then the decision of the chairperson shall be the decision of the Board of Arbitration.

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

ARTICLE 7 cont'd

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

- 7.04 Each of the parties shall pay:
(a) the fees and expenses of the arbitrator it appoints; and
(b) one-half the fees and expenses of the chairperson.
- 7.05 At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 8

NO STRIKES OR LOCKOUTS

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

ARTICLE 9

DISCIPLINE, SUSPENSION AND DISCHARGE

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

Grievance Procedure, but only within three (3) working days after the commencement of such suspension.

ARTICLE 9 cont'd

- 9.03 An employee with seniority who is discharged or suspended shall be given the reason or reasons for the action and, if the employee so chooses, in the presence of a member of the Union committee.

ARTICLE 10

SENIORITY

- 10.01 Seniority shall be determined by the length of continuous service in positions covered by this Collective Agreement with the Board and any of its predecessors. Persons employed for One Thousand Eight Hundred and Twenty (1820) hours or more per year shall be given credit for one (1) year of seniority. All seniority shall be reported in terms of hours worked. No employee shall accumulate more than thirty-five (35) hours of seniority in any work week nor more than One Thousand Eight Hundred and Twenty (1820) hours of seniority in any twelve (12) month period. Overtime or additional hours beyond the regularly assigned work schedule shall not be counted as hours of seniority.
- 10.02 A revised seniority list, showing the date upon which each employee's continuous service commenced, shall be sent to the Secretary of Local 1453 and posted in each work site in March of each year. Any challenge to such list must be filed with the Human Resources Department within fourteen (14) days of mailing and posting. Once accepted the approved seniority list will form the base to which all hours of seniority will be added. Current hours of seniority will be used in cases where seniority is a factor. Once approved, the seniority list shall be accepted as conclusive for all purposes for the balance of the calendar year.
- 10.03 A new employee, including any employee who is re-employed after having lost any seniority rights, shall be employed on a probationary basis for his first sixty (60) working days and thereafter, if retained, his seniority shall be effective from the date of commencement of his employment.
- 10.04 The employment of a probationary employee may be terminated at any time without notice and without recourse to the Grievance Procedure.

ARTICLE 10 cont'd

- 10.05 An employee shall lose his seniority standing, have his name removed from the seniority list and his employment terminated for any of the following reasons:
- (a) if the employee quits or resigns;
 - (b) if the employee is discharged and is not subsequently reinstated;
 - (c) if the employee is absent without permission or overstays a permitted leave of absence and fails in either case to furnish to the Board an acceptable reason for such absence, or if the employee uses the permitted leave of absence for a reason other than the reason for which it was granted;
 - (d) if the employee has less than one (1) year of seniority at the commencement of a layoff for a period in excess of six (6) consecutive months;
 - (e) if the employee has more than one (1) year of seniority at the commencement of a layoff in excess of twelve (12) consecutive months;
 - (f) if the employee is recalled to work following a layoff and fails to advise the Board within seven (7) calendar days of notice by registered mail sent to his last address on record with the Board that he intends to return to work, or fails within that period of time to provide a reason acceptable to the Board for not returning.
- 10.06 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he will retain his seniority acquired at the date of leaving the bargaining unit but will not accumulate any further seniority. An employee who has been transferred to a position outside the bargaining unit, and who has been laid off, may return to a vacant bargaining unit position to which his skill, training, knowledge, related work experience, ability and seniority entitle him.

ARTICLE 11

JOB POSTING

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

- (h) Notices shall be sent to the home of the employee until the employee returns to work.

ARTICLE 11 cont'd

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

Disability Pension, or is receiving W.S.I.B. benefits for a period of one and one-half (1 ½) years.

ARTICLE 11 cont'd

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

ARTICLE 12

LAYOFFS AND RECALLS

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

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

greater workload.

ARTICLE 12 cont'd

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

ARTICLE 13

HOURS OF WORK

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

- 13.03 Each employee working six (6) hours or more per day shall be permitted a fifteen (15) minute rest period in each of the first and second half of a normal work day, and a five (5) minute wash-up period immediately prior to the lunch period and to quitting time.

ARTICLE 13 cont'd

Each employee working more than three (3) hours and fewer than six (6) hours per day shall be allowed one (1) fifteen minute rest period.

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

ARTICLE 14

OVERTIME

- 14.01 Overtime shall be paid at the rate of one and one-half (1 and ½) times the employee's regular hourly wage rate and shall apply to all work performed:
- (a) in excess of a normal work day;
 - (b) on Saturdays;
 - (c) on a day recognized by this Collective Agreement to be a holiday.
- 14.02 Overtime shall be paid for at twice the employee's regular hourly wage rate for all work performed on Sundays.
- 14.03 No employee will be required or permitted to take time off during normal hours to offset any overtime worked.
- 14.04 The Board will endeavour to keep overtime to a minimum, and an employee will not be permitted to work overtime except with the prior approval of his immediate supervisor.
- 14.05 (a) An employee who is called in and required to work outside his normal working hours shall be paid for a minimum of two (2) hours at overtime rates, save and except where such call-in is immediately prior to his normal starting time, in which instance the overtime rate

will apply for the hours worked.

- (b) Employees required to stay fifteen (15) minutes or more after their normal hours due to no fault of theirs and given last minute notice, will be paid a minimum of one (1) hour at overtime rate. Employees shall respond only when required to do so by the Police or Fire Departments, the School Principal, Superintendent of Business or his designate.

ARTICLE 14 cont'd

- 14.06 Notwithstanding the foregoing, an employee who is required to conduct a heat and/or security check of a school on a weekend or on a statutory holiday, and is so authorized by his immediate supervisor, shall be paid one and one-half (1 ½) times his regular hourly wage rate for a minimum of one and one-half (1 ½) hours.

ARTICLE 15

PAID HOLIDAYS

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

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

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

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

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

and Heritage Day and Remembrance Day when these are observed as school holidays. Labour Day shall be a paid holiday if an employee is recalled prior to that day. Two (2) additional holidays, to be known as Floating Holidays, must be taken over the Christmas Break.

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

ARTICLE 15 cont'd

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

ARTICLE 16

VACATIONS

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

- (c) An employee, in the calendar year in which his fourth (4th) anniversary of employment falls, shall receive a vacation of three (3) weeks with pay equivalent to three (3) full weeks' pay at his regular rate or six percent (6%) of his earnings received from the Board during the previous vacation year, whichever is greater.

ARTICLE 16 cont'd

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

NOTE:

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

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

- (1) In the case of an employee who normally works ten (10) months per year, ten (10) months shall be considered as one (1) year of service.
- (2) A week's vacation pay for any employee shall be equivalent to the employee's regular weekly earnings. The vacation pay for any ten (10) month employees shall be paid out over the Christmas and Mid-winter breaks in such a manner as to minimize the reduction in an employee's

pay during these periods. Such vacation pay will be paid based upon an employee's annual vacation entitlement. It is to be understood that any adjustments shall be made in the final pay in the following June or at time of termination, whichever occurs first.

ARTICLE 16 cont'd

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

ARTICLE 17

SICK LEAVE

- 17.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, quarantined because of exposure to contagious disease or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Board (W.S.I.B.).

ARTICLE 17 cont'd

- 17.02 (a) Twelve-month full-time employees will be allowed two (2) credits sick leave per month with pay, up to a maximum of twenty-four (24) credits per year, and may carry the unused portion of any sick leave from one (1) year to another up to a maximum of two hundred and sixty (260) days. (see page 35, Application of Sick Leave).

Twelve-month part-time employees will be allowed one (1) credit sick leave per month with pay, up to a maximum of twelve (12) credits per year, and may carry the unused portion of any sick leave from one (1) year to another up to a maximum of two hundred and sixty (260) days. One (1) credit equals two (2) work days for a part-time employee. Therefore, a twelve-month part-time employee is eligible for twenty-four (24) sick leave days per year. (see page 35, Application of Sick Leave).

- (b) Ten-month full-time employees will be allowed two (2) credits sick leave per month with pay, up to a maximum of twenty (20) credits per year, and may carry the unused portion of any sick leave from one (1) year to another up to a maximum of two hundred (200) days. (see page 35, Application of Sick Leave).

Ten-month part-time employees will be allowed one (1) credit sick leave per month with pay, up to a maximum of ten (10) credits per year, and may carry the unused portion of any sick leave from one (1) year to another up to a maximum of two hundred (200) days. One (1) credit equals two (2) work days for a part-time employee. Therefore, a ten-month part-time employee is eligible for twenty (20) sick leave days per year. (see page 35, Application of Sick Leave).

- (c) Sick leave credits referred to in subsections (a) and (b) shall be granted for each month in which the employee works for at least half of the regular work days in that month.
- (d) Sick leave credits referred to in subsections (a) and (b) may be utilized only on days the employee would otherwise have been scheduled to work.

- 17.03 An employee will produce to the Board such evidence of any illness,

accident, etc., as may be appropriate.

- 17.04 An employee who retires under the provisions as contained in the Ontario Municipal Employees Retirement System shall be paid a retirement gratuity in an amount equal to fifty percent (50%) of his accumulated sick leave credits at the rate of salary received immediately prior to retirement, and this payment in no event shall exceed one-half (½) of a year's normal salary provided the employee commenced employment with the Board prior to January 1, 1980.

ARTICLE 17 cont'd

- 17.05 In the event that an employee dies while in the employ of the Board, the Board shall pay to his estate an amount equal to fifty percent (50%) of his accumulated sick leave credits, if any, on the date of death and this payment in no event shall exceed one-half (½) of a year's normal salary.
- 17.06 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work, and returns to work upon expiration of such leave of absence or layoff, he will not receive any sick leave credit for the period of such absence. He will, however, retain his accumulative credit, if any, existing at the time of such leave or layoff.
- 17.07 Each employee will be notified, in writing, by August 31 of each year of the amount of sick leave standing to his credit as of June 30 of that year.

ARTICLE 18

LEAVE OF ABSENCE

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

that position.

- (d) Upon returning from such a Leave of Absence, the employee is entitled to be placed in a vacant position to which his skill, training, knowledge, related work experience, ability and seniority entitle him.

ARTICLE 18 cont'd

- (e) In the situation where an employee is granted a leave of absence of six (6) months or more, the Board shall temporarily replace the absent employee by giving first consideration to part-time members of the bargaining unit though it retains the right to hire a temporary employee. In either case, he may fill the position for the duration of the absence though such temporary appointment shall terminate at the conclusion of the leave of absence.

18.02 An employee who is elected or selected for a full-time position with the Union, or who is elected to public office, may be granted leave of absence without loss of seniority for a period of up to one (1) year. Such leave of absence may be renewed once upon request of the employee or by the Union.

18.03 An employee will be granted up to five (5) consecutive working days' leave of absence without loss of pay in the event of the death of a wife, husband, daughter or son; and an employee will be granted up to a maximum of three (3) consecutive working days' leave of absence without loss of pay in the event of the death of a parent, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law or fiance/fiancee, and, an employee will be granted one (1) day's leave of absence without loss of pay in the event of the death of a sister-in-law, brother-in-law, aunt or uncle, niece or nephew provided:

- (a) the employee attends the funeral, and,
- (b) the employee would otherwise have been scheduled to work on such a day.

An additional two (2) days' travelling time may be granted at the discretion of the Director of Education.

18.04 The Director of Education will grant leave of absence, without loss of seniority, to an employee who serves as a juror or is subpoenaed to an appearance in any court and in which the employee has no personal involvement. The Board will pay such an employee the difference between his normal earnings and the payment he receives for jury service or, as such, a witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of payment received.

ARTICLE 18 cont'd

- 18.05 The Director of Education may grant leave of absence to a maximum of two (2) days, without loss of pay, to any employee requesting such leave.
- 18.06 Additional leave of absence may be granted to an employee upon request and such request shall be made in writing to the Board.
- 18.07 Pregnancy Leave/Parental Leave

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

- 35. In this Part,
 - “parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;
 - “parental leave” means a leave of absence under subsection 38a (1);
 - “pregnancy leave” means a leave of absence under subsection 36 (1).
- 36. (1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.
- (2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
- (3) The employee must give the employer,
 - (a) at least two weeks’ written notice of the date the leave is to begin; and
 - (b) a certificate from a legally qualified medical practitioner stating the expected birth date.
- 37. (1) Subsection 36 (3) does not apply in the case of an employee who stops

working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.

ARTICLE 18 cont'd

- (2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer,
 - (a) written notice of the date the pregnancy leave began or is to begin; and
 - (b) a certificate from a legally qualified medical practitioner that,
 - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.
38. (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
- (2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.
- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks' written notice of that day.
- 38a. (1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
- (a) the birth of the child; or
 - (b) the coming of the child into the custody, care and control of a parent for the first time.

- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

ARTICLE 18 cont'd

- (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
 - (4) The employee must give the employer at least two weeks' written notice of the date the leave is to begin.
- 38b. (1) Subsection 38a (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- (2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.
 - (3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.
- 38c. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks' written notice of that day.
- 38d. (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least two weeks' written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least two weeks' written notice before the date leave was to begin.
- (2) An employee who has given notice to end leave may change the notice,
 - (a) to an earlier date if the employee gives the employer at least four weeks' written notice before the earlier date; or

(b) to a later date if the employee gives the employer at least four weeks' written notice before the date leave was to end.

38e. (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

ARTICLE 18 cont'd

(2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

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

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

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

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

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

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

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

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

38h. (1) This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force

and who would have been entitled to pregnancy leave if section 2 of the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 had come into force before she stopped work.

ARTICLE 18 cont'd

- (2) A person to whom this section applies shall be deemed to have taken a pregnancy leave beginning when the person stopped work if,
 - (a) the stopping of work was related to the person's pregnancy; and
 - (b) when the person stopped work, she was not entitled to pregnancy leave.

- 38i. (1) This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force, whether or not the person took a pregnancy leave that ended during that period, or whose pregnancy leave ended during that period and who did not return to work if the person would have been entitled to parental leave had section 2 of the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 come into force before the person stopped work or before the pregnancy leave ended.

- (2) A person to whom this section applies shall be deemed to have taken a parental leave beginning when the person stopped work or when the person's pregnancy leave ended if the stopping of work or the not returning to work was related to the birth of a child or to the coming of a child into the custody, care and control of a parent for the first time.

- 38j. Section 38e does not apply in respect of any period before this section comes into force.

- 39. Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what he shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee.

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

ARTICLE 19

PAYMENT OF WAGES AND ALLOWANCES

- 19.01 The Board will pay wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay day each employee will be provided with an itemized statement of his wages and deductions.
- 19.02 When an employee temporarily performs the principal duties of a higher paying position for the greater part of any day, he will be paid the rate for the higher paid position.
- 19.03 Maintenance personnel may, at the discretion of the Manager of Plant, be assigned to custodial duties, on a temporary basis, at no reduction in pay.
- 19.04 When an employee performs the principal duties of a lower paying position, at his own request or as an alternative to his being laid off pursuant to the seniority provisions of this Agreement, his wage rate will be reduced effective upon the date of his transfer.
- 19.05 An employee required to work two (2) or more hours overtime in any one day, and not having received one (1) day’s prior notice of such overtime, shall be entitled to a meal allowance the amount of which shall be determined by Board Policy, but in no case shall such payment be less than the 1992 Board approved rate.
- 19.06 An employee required to work a full shift outside the community to which he/she is normally assigned shall be entitled to a meal allowance the amount of which shall be determined by Board Policy, but in no case shall such payment be less than the 1992 Board approved rate.
- 19.07 All present employees have been classified and the rates of pay established for such classification.
- 19.08 In the event that duties of an employee are substantially revised and the employee feels he is incorrectly classified, or in the event a new position is established during the term of this Collective Agreement, the rate of

pay for such revised or new classification may, on notice by the Union to the Board, be the subject of negotiations. If the parties are unable to effect a settlement of the issue, the matter may be submitted to arbitration as provided for in Article 7, but the Arbitration Board shall be confined to determining whether the wage rate or rates established by the Board are in direct relationship to the wage rate or rates established by the parties for positions presently covered by this Collective Agreement.

ARTICLE 19 cont'd

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

ARTICLE 20

BENEFITS

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

Insurance Policy, with the Board paying one hundred percent (100%) of the regular monthly premiums. Coverage for employees shall be Basic Group Life at twice the employee's salary and Accidental Death and Dismemberment at twice the employee's annual salary.

ARTICLE 20 cont'd

20.04 Once an employee has successfully completed his probation period, the Board shall pay one hundred percent (100%) of the premiums of the following benefits:

- (a) Extended Health Care
Semi-private and private hospital room (no deductible), prescriptions (\$2.00 per prescription deductible), other services (\$10.00 and \$20.00 deductible).
- (b) Blue Cross Dental Plan No. 9, or equivalent, plus: Major Restorative services at eighty percent (80%) co-insurance with a \$5,000.00 per insured per annum maximum, and Orthodontia benefits payable at sixty percent (60%) co-insurance with a maximum of \$1,000.00 per annum and \$2,000.00 per lifetime per insured.

Recall examinations shall be once every nine (9) months for adults and five (5) months for children. The Ontario Dental Association rates are currently the 1997 rates. Effective July 01, 1999 the Ontario Dental Association rates shall be the 1998 rates.

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

20.05 An employee prevented from performing his regular work with the Board on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board (W.S.I.B.) as compensable within the meaning of the W.S.I.B. Act, may draw upon his sick leave credits the difference between the amount payable by the W.S.I.B. and his regular weekly wages.

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

- (1) benefits from Workplace Safety and Insurance Board
- (2) earnings from employment

ARTICLE 20 cont'd

- (3) payments from any other group insurance
- (4) disability or loss-of-time benefits under "no fault" automobile or similar law
- (5) periodic payments under any other government plan or law by any other government agency
- (6) retirement benefits through employment
- (7) periodic disability benefits under Canada Pension Plan or Quebec Pension Plan.

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

20.07 The Board agrees to pay for all eligible ten (10) month employees who are not employed during the summer vacation, one hundred percent (100%) of the twelve (12) month premiums for those benefits covered in Article 20, with the exception of OMERS.

20.08 If the premium paid by the employer for O.H.I.P. is reduced as a result of any legislation or other action, and without reducing the Provincial funding to the Board, then the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed upon by the parties. If there is no agreement between the parties, the matter shall be submitted to arbitration in accordance with this Agreement.

20.09 Employees who work twenty-four (24) hours or less per week shall receive fifty percent (50%) of the Board's share of contributions toward the benefit plans outlined in 20.02, 20.04, 20.07, 20.08 and one hundred

percent (100%) of the premiums for 20.03.

- 20.10 The Board agrees to pay for all employees on Maternity Leave one hundred percent (100%) of all premiums for those benefits covered in Article 20, with the exception of OMERS.

ARTICLE 20 cont'd

- 20.11 Where legislation permits, the Board shall pay the benefits on behalf of any employee who elects early retirement on pension and, where the employee dies, the Board shall continue to pay the benefit costs on behalf of the spouse until the deceased would have reached the natural age of 65.

ARTICLE 21

GENERAL CONDITIONS

- 21.01 No employee shall be required to use his vehicle for the transportation of pupils or materials.
- 21.02 A custodian shall not be responsible for washroom routine or any other supervision of pupils.
- 21.03 The removal of snow from the street to the school and from the entrances to the school only, shall be the responsibility of the custodian.
- 21.04 (a) Three (3) shirts shall be supplied by the Board each year to each custodian and maintenance person and shall be worn while on duty. Two (2) shirts shall be supplied to each bus driver each year and shall be worn while on duty.
- (b) Each employee covered in the foregoing clause shall be granted, annually, a \$50.00 safety footwear allowance upon presentation of receipt of purchase.
- 21.05 Coveralls and smocks shall be supplied by the Board when necessary.
- 21.06 (a) Persons employed on a temporary basis to replace regular employees as a result of sickness, an accident, an approved leave of

absence or to work on Federal or Provincial Local Initiative Programs, will not be covered by this Collective Agreement. If such an employee is still employed upon completion of two (2) months, the Union will then be notified of the reason.

ARTICLE 20 cont'd

- (b) Temporary employees may also be employed to assist with temporary peak work loads for periods of up to three (3) consecutive months. The Union shall be notified of such temporary assignments. If the temporary assignment continues beyond three (3) months then it shall be posted in accordance with Article 11, unless the parties agree to an extension beyond three (3) months.

Temporary employees shall not be hired if a bargaining unit employee is laid off and he has the abilities and qualifications to do the work.

- 21.07 Bus drivers may be employed on Professional Activity Days when all teaching employees are in one (1) central location within the system.
- 21.08 The pay day for the bi-weekly pay period shall be Thursday. The pay shall be deposited directly in the bank or the credit union of the employee's choice and a statement for each pay will be provided to the employee.
- 21.09 Members of C.U.P.E. Local 1453 shall be given first consideration for contract work, i.e. lunch time supervision and contract cleaning.

ARTICLE 22

JOINT JOB EVALUATION COMMITTEE

- 22.01 The Joint Job Evaluation Committee shall consist of four (4) members with equal representation and participation from both parties.
- 22.02 Terms of Reference for the Joint Committee

The terms of reference and responsibilities of the Committee shall be as set out

in the jointly approved Job Evaluation Manual.

22.03 Documents for the Committee

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

ARTICLE 22 cont'd

22.04 Disagreement Regarding Job Evaluation

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

22.05 Arbitration Procedures

(a) Arbitration Hearing

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

(b) Documents

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

(c) Arbitration Decision

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

22.06 Attendance at Meetings

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

ARTICLE 22 cont'd

22.07 No Reduction in Wages

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

22.08 Implementation

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

ARTICLE 23

TERM OF AGREEMENT

23.01 This Collective Agreement shall be effective as and from January 1, 1999 and shall continue in full force and effect as a twelve (12) month agreement expiring December 31, 1999. It shall continue from year-to-year thereafter unless either party gives the other party notice in writing not more than three (3) months prior to December 31, 1999 or of any year thereafter, of its desire to terminate or amend this Collective Agreement.

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

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

23.04 The parties agree that any notice given by one (1) party to the other shall state specifically the revisions requested and the negotiations will be restricted thereto unless the parties otherwise agree.

23.05 The parties agree to fully adhere to the terms of this Agreement and to the provisions of the Ontario Labour Relations Act, 1970, as amended during the period of collective bargaining.

WAGES - "SCHEDULE A"

Schedule A wage rates shall be improved by two point five percent (2.5%) retroactive to January 01, 1999 and the retroactivity shall be applied to all employees currently in the employ of the Board upon ratification and to all retired employees who retired in calendar 1999.

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

WAGES - BUS DRIVERS

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

SIGNED THIS 25th day of FEBRUARY, 1999, at Peterborough, Ontario.

FOR THE BOARD:

FOR THE UNION:

APPLICATION of SICK LEAVE

(see Article 17 Sick Leave, page 19)

**Ten-month
Full-time**

**Ten-month
Part-time**

**Twelve-month
Full-time**

**Twelve-month
Part-time**

Days/Month	2	2	2	2
Credits/Month	<u>2</u>	<u>1</u>	<u>2</u>	<u>1</u>
Annual Totals:				
Days	20	20	24	24
Credits	20	10	24	12

SCHEDULE "A" HOURLY RATES

<u>UPDATED JOB TITLE</u>	<u>EFFECTIVE June 01, 1998</u>	<u>EFFECTIVE Jan. 01, 1999</u>
Student Rate	\$ 7.28	\$ 7.46
Crossing Guard	9.79	10.03
Lunch Monitor		10.94
Supply Liaison	10.67	10.94
Educational Assistant: Category I	12.92	13.24
Mail Clerk	12.92	13.24
Receptionist -Catholic Education Centre	13.36	13.69
Custodian	14.72	15.09
Educational Assistant: Category II	14.72	15.09
Library Assistant - Elementary	14.72	15.09
Library Assistant - Elementary (French/English)		15.09
Library Assistant - Secondary	14.72	15.09
Secretary - Curriculum/Computer Services (French/English)	14.72	15.09
Secretary - Plant/Maintenance & Operations	14.72	15.09
Secretary - Student Services	14.72	15.09
Educational Assistant: Alternative Education	15.17	15.55
Library Assistant - Catholic Education Centre	15.17	15.55
Secretary - Elementary	15.17	15.55
Secretary - Purchasing	15.17	15.55
Secretary - Secondary	15.17	15.55
Secretary - Transportation	15.17	15.55
Accounts Payable Clerk	15.61	16.00
Head Custodian II	15.61	16.00
Maintenance - General	15.61	16.00
Secretary - Elementary (French/English)		16.00
Accounts Payable/Receivable Clerk	16.07	16.47
Head Custodian I	16.07	16.47
Payroll Clerk	16.07	16.47

Intervenor	16.52	16.93
Software Support Specialist	16.52	16.93
Behaviour Resource	16.97	17.39
Computer Support Technician	16.97	17.39
Maintenance - General Carpenter	16.97	17.39
Maintenance - Industrial Woodworker	16.97	17.39
Secretary/Computer Graphics Designer	17.40	17.84
Maintenance - Industrial Electrician	17.40	17.84
School Attendance Counsellor		19.68
Network Support Specialist	19.20	19.68

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