

THE AGREEMENT MADE THIS 10th DAY OF NOVEMBER, 2008

BETWEEN

GRAND ERIE DISTRICT SCHOOL BOARD

(hereinafter called the "Board")

of the first part;

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5100

(Office Clerical & Technical)

(hereinafter called the "Union")

of the second part.

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ARTICLE 1 – GENERAL PURPOSE

- 1.1** In the interest of the efficient conduct and administration of the Board's affairs, it is desirable that there shall be harmonious relations. This Agreement is entered into by the Parties in order to provide for orderly collective bargaining relations between the Board and its employees. It is the desire of both Parties to co-operate in maintaining a mutually satisfactory relationship between the Board and its employees.
- 1.2** Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

ARTICLE 2 – RECOGNITION AND COVERAGE

2.1 The Board recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all office, clerical and technical employees save and except supervisors, persons above the rank of supervisors, human resource co-ordinators, human resource secretaries, buyers, communications and records management officer, administrative assistants, budget assistant, budget grants officer, training and development officer and students.

2.2 Temporary Worker - A temporary worker is:

(a) A person employed for the purpose of replacing an employee absent due to sickness, accident or other approved absence or leave. A temporary worker employed for the purpose of replacing an employee absent due to the reasons stated above may be engaged for the duration of the absence of the permanent employee so long as the permanent employee retains their right to return to the position from which they are absent.

OR

(b) A person employed for the purpose of performing a temporary assignment of up to sixty days worked. The length of the term or assignment within the sixty day limit shall be at the sole discretion of the Board. An extension of this period may be made by mutual agreement of the Union and the Board.

Temporary workers shall not be entitled to the accrual of seniority or employee benefits in excess of what is stipulated by the Employment Standards Act. However, a temporary worker employed on a long term assignment of six (6) months or longer is entitled to one (1) sick day per month for the duration of the assignment. At the end of the assignment, any outstanding sick leave credits will be cancelled.

A temporary vacancy of six (6) months or longer must be posted within the bargaining unit. Only the vacancy created by the initial leave request will be posted.

- 2.3** Union-Management Committee – The Parties agree to form a Union-Management Committee consisting of up to four (4) representatives from each Party. This Committee shall meet as mutually determined by the Parties to discuss matters of mutual concern. This Committee shall not by-pass the Grievance Procedure or supersede the Collective Agreement. The Management will be responsible for recording agreed matters and any commitments made by either Party, and circulating these to the representatives on the Committee. The Union may raise issues of contracting in/out or general supervision of students in the Labour Management Committee.

ARTICLE 3 – DISCRIMINATION

- 3.1** Each of the Parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or non-membership in the Union or any prohibited grounds under the Ontario Human Rights Code.

ARTICLE 4 – CORRESPONDENCE AND UNION DUES DEDUCTIONS

- 4.1** All correspondence from either party to the other, arising out of or incidental in this Agreement shall be forwarded to the Superintendent responsible for Human Resources or designate or to the President (of the Union).
- 4.2** The Board will advise the Union of the names and addresses of all new employees within thirty (30) days of their employment.
- 4.3** The Board shall deduct regular union dues from employees on every pay.
- 4.4** All sums deducted pursuant to Section 4.3 will be remitted to the Treasurer of Local 5100 not later than the 15th day of the month following, accompanied by a list in duplicate of employees and their addresses in respect of whom deductions have been made.
- 4.5** The union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

ARTICLE 5 – SENIORITY AND STAFF CHANGES

Seniority for employees in the bargaining unit will be calculated to December 31, 1997 according to the seniority rules in the relevant predecessor collective agreement. The seniority as at December 31, 1997 will be converted to hours and blended together to form one seniority list. Effective January 1, 1998, seniority will

be calculated as per Article 5 herein. Upon completion of the blended seniority list, the list will be distributed as per Article 5.5.

5.1 Seniority is defined as the total accumulated regular paid hours in a permanent position in the bargaining unit and shall include service with the Board or one of the predecessor Boards prior to the certification or recognition of the Union as determined by the blended seniority list described above.

5.2 Seniority will continue to accrue if an employee:

- ◆ is on any period of paid leave of absence
- ◆ is on any period of paid sick leave/income protection
- ◆ is on any period of paid vacation or in receipt of vacation pay
- ◆ is on any period of W.S.I.B. (up to a limit of twenty-four **(24)** months)
- ◆ is on any period of S.T.D. or L.T.D. (up to a limit of twenty-four **(24)** months)
- ◆ is on pregnancy/parental leave
- ◆ is on any period of approved unpaid leave of absence for Local Union purposes.
- ◆ Is on an approved unpaid leave of absence of up to one month

5.3 Seniority will be maintained but not accrue if an employee:

- ◆ is laid off for less than twenty-four **(24)** months
- ◆ is on a trial period of an out of scope position
- ◆ is on W.S.I.B. in excess of twenty-four **(24)** months
- ◆ is on L.T.D. in excess of twenty-four **(24)** months
- ◆ is awarded a position outside the bargaining unit for the first twelve **(12)** months of such placement
- ◆ is on an approved unpaid leave of absence

5.4 Loss of Seniority

Seniority and all other rights contained in the collective agreement shall cease and employment shall be considered terminated in the event that any of the following applies to the employee:

- ◆ is discharged for just cause and is not reinstated
- ◆ resigns in writing and does not withdraw in writing within *two (2)* working days
- ◆ is laid off for a period of twenty-four **(24)** consecutive months
- ◆ fails to report to work as scheduled at the end of an approved leave of absence, layoff or suspension without a reasonable explanation given in a timely fashion
- ◆ is absent without an approved leave without a reasonable explanation given in a timely fashion
- ◆ retires

- 5.5** Seniority lists will be issued by the Board to the Union's President and posted electronically by February 28th of each year showing the seniority of all employees up to and including December 31st of the previous year. One seniority list shall be sent to and posted in each work site. Within one (1) month of the posting of the seniority list, the Union and the Board will meet to approve the seniority list. Upon written request, further seniority information shall be supplied to the Union's Secretary.

Probationary Employees

5.6

- a) New employees hired to a permanent position shall be on probation during the first fifty (50) days worked (exclusive of time worked during July and August) and during that period shall have no seniority rights. The probationary period may be extended for twenty (20) days worked. Such extension is to be mutually agreed upon by the Parties. Upon successful completion of the probationary period, seniority shall be retroactive to the date of hire to the permanent position.
- b) During the probationary period the employer shall have the right to discipline, demote, discharge or lay off a probationary employee and such probationary employee shall have recourse to the Grievance Procedure. It is understood by the parties that, for the purposes of the above, a lesser standard will apply to a probationary employee than to an employee who has completed their probationary period.

- 5.7** If an employee is awarded a position outside the bargaining unit with the employer and returns to the bargaining unit within twelve months, the employee's seniority would resume effective with the date of their return to the bargaining unit. If the employee returns to the bargaining unit after twelve (12) months, the employee returns to the bargaining unit with no previously accumulated seniority. The return of the employee to the bargaining unit shall not result in the lay-off or displacement of any bargaining unit member.

- 5.8** A temporary worker who is subsequently appointed to the probationary staff shall have his/her seniority dated back to the commencement of his/her last temporary assignment, provided there has not been an intervening employment break with the Board of more than one month between completing the temporary assignment and the probationary appointment. The months of July and August shall not be included in determining whether a person has had an intervening break.

ARTICLE 6 – JOBPOSTINGS

- 6.1** Within two (2) weeks the employer will post any vacancy or new position which occurs in any occupation coming within the scope of this Agreement. If the employer determines to postpone filling or not to fill a vacancy, the union shall be notified in writing. The vacancy will be posted electronically for at

least five (5) days prior to the filling of such positions, in order that all employees will know of the vacancies or new positions and will be able to make written application to the Human Resources Department at the Education Centre. Postings coming available during the summer months will be posted electronically after August 15th. Vacating employees, employees on approved leave of absence, or otherwise absent from work, may register, in writing, in advance, their interest in applying for an anticipated posting.

- 6.2 A job posting shall contain the following information: location, nature of position, length of work year, qualifications, required knowledge and education, skills, shift, regular hours of work, wage or salary rate or range.
- 6.3 The Union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements or other terminations of employment of employees within the scope of this Agreement. All applicants interviewed will be advised of the outcome.
- 6.4 In filling any vacancy or new position pursuant to Article 6.1, the criteria shall be as follows:
 - (a) qualifications and ability,
 - (b) seniority

When factors in (a) are relatively equal, seniority shall govern. The successful applicant shall be notified within thirty (30) days of the closing date of the posting. The only exception to the foregoing time limit shall be when an appointment is made from outside the bargaining unit. A successful applicant for a change of classification from inside the bargaining unit will be given a trial period of twenty (20) days worked (excluding any time worked in July and August for all 12 month employees) in the new position. The trial period may be extended by a further twenty (20) days worked with the mutual consent of the Parties. After the trial period, the Board or the employee may decide that the employee is not suited to the new position, and in such a case shall be returned to their previous position.

- 6.5 No external job applicant shall be considered for a job vacancy prior to the completion of the internal selection process.

ARTICLE 7 -- LAYOFF AND RECALL

- 7.1 A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of an employee. Ten (10) month employees who are laid off during July and August will not be eligible to bump twelve (12) month employees during July and August.
- 7.2 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, an employee about to be laid off may bump a less senior employee in an equal or lesser classification providing that the employee exercising the right is qualified and able to perform the work of the less senior employee. An employee receiving notice of layoff must indicate in writing within five (5) working days (inclusive of July

and August and exclusive of shutdown) that he/she wishes to accept the layoff or bump another employee and name the employee to be bumped.

- 7.3** Unless legislation is more favourable to the employee(s), thirty (30) calendar days' notice of layoff shall be given. Should it not be possible to provide work during the thirty (30) days, the laid off employee(s) shall be paid their regular rate of pay for the days they would normally have worked during the thirty (30) calendar days.
- 7.4** Should a position become vacant or a new position be created while an employee is on layoff, the Employer will post the initial and one subsequent vacancy through the normal job posting procedure. The second vacancy that arises due to the filling of the initial vacancy will be subject to recall.
- 7.5** New employees shall not be hired until laid off employees have been given an opportunity of recall. This does not prevent the employer from adding to the list of temporary employees.
- 7.6** Employees qualifying for recall shall be recalled in order of their seniority (at the time of layoff) provided they have the qualifications and ability to perform the work available.
- 7.7** When an employee is offered reasonable recall to an equivalent permanent position, the employee's name shall be removed from the recall list. The employee will not have any further opportunity for recall but is able to apply for posted vacancies during the twenty-four (24) months following layoff. Notification of recall to work shall be by priority post to the last known address of the employee that has been filed with Human Resources by the employee.
- 7.8** It shall be the duty of the employee to notify the Board promptly of any change of address. If the employee should fail to do so, the Board shall not be responsible for failure of official notices to reach the employee.
- 7.9** Employees who are not offered permanent positions will remain on layoff for up to twenty-four (24) consecutive months. After twenty-four (24) consecutive months of layoff, seniority and all other rights shall cease and employment shall be considered terminated.
- 7.10** **Temporary/Casual Positions While on Layoff** - Temporary/casual positions that become available while employee(s) are on layoff will be offered to qualified laid off employees. The employer shall make all reasonable efforts to assign temporary positions in order of seniority. Acceptance of a Temporary/Casual position while on layoff will not affect the permanent status of the employee(s) or rights pursuant to the layoff and recall article of the collective agreement. Laid off employee(s) will accumulate seniority while working as a Temporary/Casual employee and will receive the wage rate of the permanent position. The employee will also receive vacation pay as a percentage of earnings in accordance with the collective agreement but will receive holiday pay as per the Employment Standards Act.

- 7.11 Any Grievance concerning layoff and recall shall be initiated at Step 2 of the Grievance Procedure.
- 7.12 Employees who are laid off during the months of July and August and have an expected date of return in September, shall be provided with continued benefit coverage as described in this Collective Agreement.
- 7.13 Subject to eligibility requirements as specified by the carriers, employees on lay-off and eligible for recall, shall be entitled to continued participation in the group extended health, dental benefit and life insurance plans to which he/she belongs at the time of layoff for a maximum of up to two (2) years from date of layoff. Such employee must pay 100% of the premium costs by pre-authorized debit.
- 7.14 The Union Executive Members will still be recognized by the Employer even when laid off.

ARTICLE 8 – MANAGEMENT RIGHTS

- 8.1 The Union recognizes that it is the right of the employer to exercise the generally recognized regular and customary functions of management and to direct its working forces. The employer agrees not to exercise these functions in a manner inconsistent with the provisions of the collective agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.1 It is the mutual desire of the Board and the Union that the complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given the Principal, Immediate Supervisor or designate an opportunity to adjust the employee's complaints. It is further understood that an employee who uses avenues other than the Grievance Procedure contained in article 9 to rectify a complaint or grievance may prejudice their complaint or grievance or arbitration procedure.

Step One: Complaint

- 9.2 An employee who has a complaint must bring that complaint to the attention of the Principal, Immediate Supervisor or designate within ten (10) working days of when the employee became or ought reasonably to have become aware of the circumstances which gave rise to the complaint. The Principal, Immediate Supervisor or designate shall verbally reply to the complaint within ten (10) working days from the presentation of the complaint.

Step Two: Human Resources

- 9.3 Failing settlement when an employee has a complaint arising out of the interpretation, application, administration or alleged violation of the terms of the Agreement, the employee or union representative shall reduce the

grievance to writing, stating the nature of the grievance, the Article or Articles allegedly violated, the redress sought, sign the grievance, and then, within five (5) working days of the verbal reply to 9.2 above, submit the grievance to the Superintendent responsible for Human Resources or designate, following which the grievance will be processed in the following manner and sequence.

- 9.4** Within ten (10) working days of receipt of the written grievance, the Superintendent responsible for Human Resources or designate, shall convene a meeting with the Union Grievance Committee and grievor in an effort to resolve the grievance. The Superintendent responsible for Human Resources or designate shall render a decision in writing within ten (10) working days after the meeting.
- 9.5** In discussing a complaint, the employee shall be allowed time off during working hours (provided this occurs during normal business hours) and shall have Union representation. A National Representative of the Union may be present at the request of the Union.
- 9.6** The Union recognizes that each Union representative is employed and that he/she will not leave his/her work during working hours except to perform his/her duties under the Collective Agreement. Therefore, no Union representative shall leave his/her work **without** obtaining the permission of his/her supervisor. Permission shall not be withheld unreasonably.

Step Three: Board

- 9.7** Failing a settlement in Step two, the Union's Grievance Committee shall refer the matter to the Director of Education within five (5) working days of receiving the decision in Step number 2. The Grievance Committee (which at this stage may consist of five (5) employees, one of whom may be the complainant) shall be granted a hearing by the Director after receiving the written grievance, and at which time the written record of the grievance shall be presented. A National Representative of the Union may be present at the request of either party. The decision of the Director shall be given, in writing, within five (5) working days following the meeting.

Policy and Group Grievance

- 9.8** The bargaining unit has the right to file a policy grievance or group grievance on behalf of two or more members who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step Two except that a Board grievance shall be filed with the President of the Bargaining Unit and at Step Three, a Board representative shall present its grievance to the Bargaining Unit's Grievance Committee.
- 9.9** Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The

agreement shall be made in writing and stipulate the name of the person and timeline for grievance mediation to occur.

- 9.10** Failing a settlement under Step three of any difference between the parties arising from interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such difference may be taken to arbitration as provided in Article 10 herein, and if no written request is received within five (5) calendar days of the first general membership meeting that follows the day the decision in Step 3 is given, it shall be deemed to have been abandoned.
- 9.11** The time limits provided under the grievance procedure may be extended by mutual agreement of the parties.
- 9.12** All decisions agreed upon between the Board and the Union shall be final and binding upon the Board, the Union, and the employee or employees concerned.

ARTICLE 10 – ARBITRATION

- 10.1** Either of the Parties may notify the other Party in writing of its desire to submit a matter (as outlined in Article 9.10) to arbitration, and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall appoint a third person who shall be the Chair. If the appointees fail to agree upon a Chair, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.
- 10.2** Each of the parties hereto shall bear the expenses of the Arbitrator appointed by it, and the parties shall bear jointly and equally the expenses of the Chair of the Arbitration Board.
- 10.3** The Board of Arbitration, appointed pursuant to the provisions of this Agreement, has no jurisdiction to alter, amend, set aside, add to or delete from, any of the provisions herein contained, or to render any decision which is inconsistent with the provisions of this Agreement.

ARTICLE 11 – NO STRIKE AND NO LOCKOUT

- 11.1** The Employer agrees that there shall be no lockout of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the Labour Relations Act.

ARTICLE 12 – DISCIPLINE CASES

- 12.1** When a supervisor intends to meet with an employee for disciplinary purposes, the Supervisor shall notify the employee and the union in advance of the purpose of the meeting.

- 12.2** Should it be found, upon investigation, that any employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all lost time and earnings. It is understood that this article is not intended to restrict an arbitrator's ability to determine an appropriate remedy at arbitration.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

- 13.1** The regular work week shall consist of five days of seven hours each from Monday to Friday inclusive, for a total of thirty-five hours per week. The regular lunch break shall not exceed one (1) hour and not be less than thirty (30) minutes. The regular work week may be modified to provide for a flexible work schedule during the summer months, March Break and Christmas for twelve month employees. For Computer Technicians an afternoon shift to end no later than 10:00 p.m. may be scheduled on an occasional basis to meet operational needs (e.g. Report Cards, scheduled maintenance, software upgrades). There will be three (3) days notice to the employee of an **afternoon** shift being scheduled. For Computer Technicians, there will be a shift bonus per hour for all hours worked after 5 p.m. in a scheduled shift.
See Schedule A – Wage Rates.
- 13.2** An employee shall be permitted a rest period of fifteen consecutive minutes in both the first and second half of a shift.
- 13.3** All time worked in excess of seven hours per day, five days per week, shall be deemed **overtime** and shall be paid at the rate of time and one-half. All overtime worked after 6:00 p.m. on Saturday and all day on Sunday shall be paid at the rate of double time.
- 13.4** An employee who is called back to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates for the hours worked. Call back shall be defined as responding to emergency or unusual occurrences requiring an unscheduled return to duty which was not known by the employee at the conclusion of the last shift or work period. Call backs shall be authorized only by the supervisor or their designate.

ARTICLE 14 – PAID HOLIDAYS

- 14.1** The Board will recognize as paid holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday (12 month employees only), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and three (3) paid days between Christmas Day and New Year's Day to provide a Christmas shutdown.
- 14.2** Employees who are working December 24th shall be excused for the final two (2) hours of the scheduled shift.

- 14.3** All employees covered by this Agreement shall be paid for overtime at double time if required to work on the above-listed holidays. The above overtime payment would be in addition to being paid for the holiday in question.

ARTICLE 15 – VACATIONS

- 15.1** (a) All permanent twelve (12) month employees, after one year of service, shall be granted vacation as follows:

1-2	Years - 2 weeks
3-8	Years - 3 weeks
9-17	Years - 4 weeks
18-24	Years - 5 weeks
25	Years or more - 6 weeks

After thirty years of service, one additional day of vacation will be granted for each additional year of service to a maximum of five days, until normal retirement.

- (b) All permanent ten-month employees shall receive vacation pay each pay period as per the following. Vacation pay shall be determined as follows (based on **gross** pay earned from July 1st to June 30th inclusive):

In the first 24 months – 4%

Effective second (2nd) Anniversary of hire – 6%

Effective eighth (8th) Anniversary of hire – 8%

Effective seventeenth (17th) Anniversary of hire – 10%

Effective twenty-fourth (24th) Anniversary of hire – 12%

Effective twenty-ninth (29th) Anniversary of hire – An additional 0.4% for each additional year of service to a maximum of 2% (making 14% the highest rate for vacation pay).

- 15.2** For the purposes of establishing vacation entitlement, the service calculations shall be made as of the anniversary date of permanent hire to the Board.
- 15.3** A permanent employee leaving the service at any time in the vacation year before they have their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Retiring employees shall receive vacation entitlement for the full year, provided at least ten (10) months have been worked in the current vacation year.
- 15.4** If a statutory or proclaimed holiday falls or is observed during an employee's vacation period, the employee will be granted an additional day's vacation for each such holiday but in no case may such days be taken on school days without permission. If, during an employee's vacation period, the employee qualifies for bereavement leave or is hospitalized or is convalescing following hospitalization, there shall be no reduction in vacation period because of the

leave or hospitalization. The period of vacation so displaced shall be reinstated for use at a later date. The employee shall be required to provide a doctor's certificate to verify the period of hospitalization or convalescence.

- 15.5** The scheduling of annual vacations shall be arranged by the employee's supervisor and/or Principal and approved by the Superintendent responsible for Human Resources. The annual entitlement must be used by no later than the last day of Christmas Break.

ARTICLE 16 – CUMULATIVE SICK LEAVE

- 16.1** Employees covered by this collective agreement will carry forward their accumulated sick leave days from the predecessor school boards to a maximum of 280 days. Effective September 1, 1999 employees (other than temporary employees) shall be credited with 2 days of sick leave for each month of active full time service to a yearly maximum of 24 days for twelve month employees. Effective September 1, 2003, 100% of the unused days each year are accumulated, to a possible sick leave total of three hundred (300) days. Sick leave days will be prorated for part-time employment.
- 16.2** A statement of each employee's accumulated sick leave will be available on e-centre.
- 16.3** (a) A Retirement and Sick Leave Gratuity has been approved for employees based on unused Cumulative Sick Leave Credits, up to a maximum of two hundred and sixty (260) days, to be based on the following formula:

$$\frac{\text{Unused C.S.L.}}{260} (\text{maximum of } 260) \times 50\% \text{ of Salary}$$

A retiring employee may request that such payment be scheduled over an extended period save that payment must commence within one year of retirement and be completed within three years of retirement.

- (b) This plan will apply to those employees:

A (i) Who are compelled to retire because of a complete disability to engage in any employment with the Board, as certified to by a duly qualified physician or surgeon.

OR

B (i) Who are retiring on a pension, payment of which will commence within twenty-four months from the day of such retirement, and

B (ii) Who have been employed on the staff of the Board for a period of ten (10) years or more of continuous service.

(c) In the event of the death of a retired employee, any allowance or benefit for which they are eligible under the Retirement Gratuity Plan and which remains unpaid shall be paid to the employee's designated beneficiary.

(d) In the event of the death of an employee, a sick leave credit gratuity payment equivalent to the applicable formula of Section 16.3(a) will be paid to his/her designated beneficiary. This provision will apply to all employees who have had a minimum of ten (10) years' service with the Board.

- 16.4** Where an employee has accumulated sick leave credits and where the employee must leave work due to personal illness, provided that the employee has been at work for at least two (2) hours, there shall be no deduction from the accumulated sick leave credits for the first one-half (1/2) day of absence and provided that the employee has been at work for more than four (4) hours, there shall be no deduction from the accumulated sick leave credits.

ARTICLE 17 – LEAVE OF ABSENCE FOR UNION BUSINESS

- 17.1** The Board acknowledges the right of the Union to appoint or select a Negotiating Committee of not more than seven (7) employees and will recognize and deal with this Committee with respect to contract negotiations. The Union agrees to provide the names of all Committee members to the Board in writing.
- 17.2** The Union may have the service of a CUPE Staff Representative, counsel or adviser at any meeting with representatives of the Board during negotiations pertaining to renewal or amendment of the Collective Agreement.
- 17.3** Members of the Union negotiating committee shall be paid at their regular straight time rate of pay for their regularly scheduled work time spent with officials of the Board for purposes of amending or renewing the Agreement up to and including, but not beyond the stage of conciliation, provided, however, that such committee members shall not be compensated for time spent prior to or beyond their regular working hours.
- 17.4** Upon request, members of the Union's Negotiating Committee shall be permitted leave of absence to prepare for the commencement of formal contract negotiations with the Board. The total number of days of leave under this Article shall not exceed 28 days during the lifetime of the Agreement and no member shall be absent for more than 4 days for this purpose. The Union shall give the Board a minimum of 5 days advance notice of any such request. An employee on such leave shall continue to receive pay and benefits provided in this Agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence.
- 17.5** Leave of absence without pay and without loss of sick leave credits or seniority shall be granted upon request to the Board to employees elected or appointed to represent the Union at recognized Union conventions or conferences. In addition, up to twenty-five (25) days leave of absence per Agreement year shall be granted for local Union business, and such leave shall be without pay and without loss of sick leave credits or seniority. An

employee on any of the foregoing leaves shall receive the pay and benefits provided in this Agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence.

In addition to the above, the Board will grant up to two (2) employees per year (successful candidates for labour college and/or for recognized Union education courses) two (2) months leave of absence without pay, provided such leave does not interfere with the efficiency of the Board's operation.

- 17.6** An employee selected for up to and including a full-time position with the local shall be granted leave of absence without loss of seniority or benefits for a period of up to two years. Such leave shall be renewed each year, on request, during the term of office. An employee on such leave shall receive the pay and benefits provided in this Agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence. Upon completion of the President's leave, the employee will be returned to his/her position if it still exists, or to a comparable position, if it does not.
- 17.7** Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, upon application will be granted leave of absence without salary, benefits, and loss of seniority, by the Board for a period of up to one year. Such leave shall be extended annually, upon request, up to a maximum of five years.

ARTICLE 18 – LEAVES OF ABSENCE

- 18.1** The following absences will be without loss of sick leave credit, loss of salary, or loss of seniority:

(a) **Bereavement**

A total of five (5) working days may be allowed per bereavement of the following: father, mother, spouse, child, or common-law spouse. A total of three (3) working days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiancé or other person in loco parentis or any relative who lived in the home. One (1) work day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece or nephew. In case of extenuating circumstances, application may be made to the Director of Education, or designate, for additional time under this Article. For any working days which fall in this period and for which approval is granted, there shall be no deduction of pay.

b) **Examinations and Convocations**

An employee, with the prior approval of the Director of Education, or designate, may be absent from duty without loss of salary by reasons of examination and convocations as follows:

- (i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition, to the half-day mentioned in the foregoing, one half-day shall be allowed for travel if necessary as determined by the Director of Education, or designate.
- (ii) A half-day period is granted for an employee to attend their own graduation ceremony, or those of their son, daughter, husband, wife or fiancé. In addition to the half-day period mentioned in the foregoing, one half-day shall be allowed for travel if necessary, as determined by the Director of Education, or designate.

18.2 Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act. And, in addition, the following conditions shall apply:

- (a) Exceptions to the terms of the Pregnancy/Parental leave section of the Employment Standards Act may be made by mutual consent between the Board and the employee to extend a leave so that it is consistent with the organization of a particular school.
- (b)
 - (i) For Pregnancy Leave and for Parental Leave for the purpose of Adoption, the Board shall compensate the employee, through an Employment Insurance Commission approved Supplemental Employment Benefit Plan, for the two-week waiting period in an amount equal to the Employment Insurance Commission benefit that would be payable to the employee during each week of the benefit period. The employee must provide proof from EI that an unpaid waiting period has been served. This payment by the Board shall only be made where the waiting period falls during the employee's normal scheduled work period.
 - (ii) One hundred (100) percent of the employee's normal weekly earnings minus the EI benefits for six weeks post-partum are payable. The combined weekly level of EI benefits, post-partum payment and other earnings will not exceed one hundred (100) percent of the employee's normal weekly earnings. An Employee shall only be paid for time that falls within their normal scheduled work period.
 - (iii) No sick leave credits shall be deducted as a result of payments made in 18.2 (b) (ii).

18.3 An employee may be entitled to a maximum of one (1) year leave of absence without pay, and without loss of seniority but without accrual of seniority (if leave is greater than 30 days) when they request such leave for good and sufficient cause. Such request shall be in writing no later than sixty (60) days prior to the requested start of the leave except in the case of leaves for the beginning of the school year where the request will be made by May 1st. Such notice may be waived in exceptional circumstances. It is understood that employees will not be granted a leave in order to work for another employer.

- 18.4** The Director of Education or designate shall grant leave of absence without loss of seniority or benefits for an employee who is absent from duty by reason of a summons to serve as a juror or of a subpoena as a witness in any proceedings to which they are not a party or one of the persons charged. The Board shall pay such an employee their full pay provided such employee pays to the Board any fee, exclusive of travelling allowances and living allowances, received as a juror or witness. The employee **will** present proof of service and the amount of pay received.
- 18.5** The following absences shall be with pay and without loss of seniority, but shall be charged to the employee's cumulative sick leave credits:
- (a) Up to a maximum of two (2) working days per school year for urgent matters (including adoptive and paternity leave), or observance of recognized religious Holy Days, or emergency family-related matters or community or public service which cannot be conducted other than during working hours may be allowed. Such requests must state the reasons for absence, and approval is at the discretion of the Director, or designate.
 - (b) One (1) day per school year shall be allowed for moving from a personal principal residence, but it shall not apply to an employee who has submitted his/her resignation. The day allowed shall be the day of the move.
 - (c) An employee who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year. Such **requests** must state the reason for absence, and approval **is** at the sole discretion of the Director, or designate.
 - (d) Effective September 1, 2006, an employee shall be granted a leave of absence for personal reasons for a maximum of one (1) day in a school year (September 1 to August 31). Such leave shall not abut a Board-designated holiday, a statutory holiday, or summer, March or Christmas Break. The **Principal/Supervisor** reserves the right to limit the number of personal days given on any one day at his/her school/service area. Where possible, at least three (3) school days notice shall be given to the Principal/Supervisor.
- 18.6** An employee who **is** quarantined or otherwise prevented by an order of the Medical Health Authority from attending their duties because of exposure to a communicable disease shall be absent from duty without loss of sick leave credit or loss of salary.

ARTICLE 19 –PAYMENT OF WAGES

- 19.1** Salaries will be paid bi-weekly and shall be deposited directly into the employee's personal account in the financial institution of his/her choice.

ARTICLE 20 – BENEFITS

20.1 It is understood and agreed between the parties hereto that the Board, in making available the benefit plans set out in this Article, has not agreed to act as an insurer itself. The benefit plans are underwritten by insurance companies and the actual provisions of the policies issued shall govern each plan. The parties agree that the Board is not responsible in the event that the insurer determines that a claim is not payable. All group insurance coverage is subject to the approval of the insurance carrier. When an employee and/or the Board has not paid the correct benefit premiums, the Board shall collect arrears or refund premiums through a mutually agreeable payment plan back to September 1st of the previous school year.

20.2 Until September 1, 2000, the benefit plans will continue as per the plans in effect on August 31, 1998. Effective September 1, 2000 the Board shall implement a newly-designed benefit plan package to provide group insurance coverage for each eligible employee who wishes to participate in the plans. The Board agrees to administer the following plans:

(a) Extended Health Care

The Board shall pay 90% of the monthly premium cost for each eligible employee who wishes to participate in the Plan. The Plan shall include:

Vision Care: a maximum payment of \$300 every two years for employee, spouse and dependent children which includes coverage for eye exams to a maximum of \$50 every 24 months.

Drug Plan: Dispensing fee cap of \$7.00 per prescription; no deductible.

Semi-private: No semi-private hospital coverage is provided.

Paramedical Services: (Chiropractor, Podiatrist, Naturopath, Osteopath, Massage Therapist) - A maximum of \$1000 per year (1st dollar value)

Out-of-Province Coverage: Enhanced Liberty Health Plan, or equivalent.

(b) Group Life Insurance

Each employee who is eligible and wishes to participate, shall be covered by Group Life Insurance for an amount equal to two times annual salary and the Board shall pay 90% of the premium cost. Notwithstanding the foregoing, there shall be no reduction in the amount of life insurance coverage in effect on August 31, 1999 provided that the employee agrees to pay 100% of the premium cost of the insurance in excess of two times annual salary.

(c) Optional Dependent Life Insurance

Insurance on the life of an employee's spouse shall be available on the application by the employee in the amount of \$20,000 for spouse and \$10,000 for each dependent child. The employee shall pay 100% of the premium cost for such insurance.

(d) Dental

The Board shall pay 90% of the premium cost for each eligible employee who wishes to participate in the plan. The plan shall include basic dental services to a \$2,000 annual maximum per insured person, with dentures and major restorative (\$2,000 annual maximum and 50% co-insurance for each employee, spouse and dependent child); and with Orthodontics (\$2,000 lifetime maximum and 50% co-insurance for each adult and dependent child under 18 years of age). All benefits will be payable in accordance with the previous year's Ontario Dental Association General Practitioners' Schedule of Fees.

(e) Long Term Disability

Employees shall pay 100% of the premium cost of a Long Term Disability Plan. The Plan shall be administered by the Board.

(f) Optional Life Insurance

Subject to the approval of the insurance carrier, optional life insurance shall be available in units of \$25,000 to a maximum of \$250,000 provided that the employee pays 100% of the premium costs.

20.3 A copy of the Group Master Benefit Policy shall be given to the Bargaining Unit upon request. In the event that the Board decides to change Carriers of any insured Benefit Plan, the Board agrees to implement similar coverage as described in the Master Policy or such other plan that the Bargaining Unit agrees is appropriate as a substitute. No amendment to the Plan shall be made without consultation with the bargaining unit. Details of the plans are outlined in booklets provided to each employee by the carriers.

20.4 All new permanent employees shall as a condition of employment be enrolled in the Ontario Municipal Employees' Retirement System on the first day of employment in accordance with the provisions of the OMERS Act.

20.5 The Board shall upon application by the employee make payroll deductions for Registered Retirement Savings Plan contributions. The Union shall select the financial institution to administer the Plan. The participating employee agrees to pay 100% of the contribution to his/her individual plan.

20.6 Continuation of Benefits on Early Retirement

(a) Subject to eligibility requirements as specified by the carriers, an employee who takes early retirement on a pension pursuant to the OMERS Plan (with payments to begin within two (2) months of the employee's retirement date), may retain membership in any of the benefit plans to which he/she belongs at the time of retirement until he/she attains the age of sixty-five (65) years.

(b) To maintain participation and coverage under the Agreement, the retired employee must agree to participate in a pre-authorized debit plan to pay the full monthly premiums. The retired employee shall supply the Board with a

VOID cheque from her/his bank account. Deductions will be made from the employee's account on the first banking day of each month. The Board reserves the right to discontinue participation in the benefit plans for anyone should any two payments be denied for insufficient funds.

- (c) The Board reserves the right to establish a separate group for retirees with premiums determined on the basis of the participants in the group.

20.7 Payment of Employee Benefits while on LTD

Subject to the eligibility requirements as specified by the carrier, the Board shall continue to pay its share of the premium cost for benefits outlined in 20.2 (a) Extended Health Care, 20.2 (b) Group Life Insurance and 20.2 (d) Dental, for the first twenty-four (24) months of absence of an employee receiving LTD benefits. Subject to the eligibility requirements as specified by the carrier, for the period beyond the aforementioned twenty-four (24) months, the employee receiving LTD benefits may continue to participate in the benefit plans provided that the employee pays 100% of the premium costs.

- 20.8** The employer will have employee profiles available electronically.

ARTICLE 21 – SAFETY

- 21.1** The Board shall continue to observe all reasonable precautions for the safety of its employees and shall supply such safety equipment as is necessary. All employees shall cooperate with the Board in the prevention of accidents, damage and fire on Board property, and shall from time to time make recommendationsto the Board as to the prevention of accidents, damage and fire on Board property.

- 21.2** The Board shall pay a subsidy of \$90.00 for each pair of safety shoes/boots purchased for work (to a maximum of one pair per school year) to any Computer Technician and Media Technician employees that are required by the Board to wear safety shoes or boots.

ARTICLE 22 – TERM OF AGREEMENT

- 22.1** The terms of this Agreement shall continue in effect from date of ratification until the 31st day of August, 2012, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing within the period of four (4) months immediately prior to the expiration date, that it desires to amend this Agreement.

- 22.2** Negotiations shall begin within thirty (30) days following notification for amendment, as provided in the preceding paragraph.

- 22.3** If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until

a new Agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should occur first.

- 22.4** The Union and the Board desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Board shall provide each employee with a copy of this Agreement.

ARTICLE 23 – NOTICE OF TERMINATION

- 23.1** Employees covered by this Agreement are required, where practical, to give the Board at least two (2) weeks' written notice, of their intention to leave the Board's employment, and the Board will give employees written notice as per the Employment Standards Act except if the employee is dismissed for just cause.

ARTICLE 24 – PRO RATA DEFINITION

For the purposes of this Agreement "pro rata" shall mean the appropriate regular hourly work schedule of the employee so affected, divided by 1249 hours.

Proration shall apply to Article 20 Benefits – Extended Health Insurance, Life Insurance, Dental and Long Term Disability

Example: Employee's regular hours – 1000 per year

- (a) Extended health, Family coverage
 $1000/1249 \times 90\% = 72\% \times \50.46
 $= \$36.33$ (Board participation)

ARTICLE 25 – SCHEDULES

- 25.1** Attached hereto and forming part of this Agreement is a Schedule of Wage Rates known as Schedule 'A'

ARTICLE 26 PERSONNEL FILES

- 26.1** The Board agrees that an employee, with one (1) day's notice, shall have the right to review their personnel file in the presence of a member of the Human Resources Department, during normal working hours.
- 26.2** An employee may request photocopies of any document in the personnel file and that request shall not be denied.

ARTICLE 27 PROFESSIONAL DEVELOPMENT



Every employee will be given the opportunity to attend professional development activities. The union will be consulted regarding the content of staff development.

IN WITNESS THEREOF each of the Parties has caused this Agreement to be signed by their duly authorized officials or representatives as of the 10th day of November, 2008.

FOR THE UNION

Jennifer Faulkner
Debbie Johnson
S. Savare
Debra Smith
Cileen Currie

FOR THE BOARD

SCHEDULE A -WAGE RATES

CLASSIFICATION	Sept 1, 2008 +3.0%	Sept 1, 2009 + 3.0%	Sept 1, 2010 + 3.0%	Sept 1, 2011 + 3.0%
Dispatcher	19.59	20.18	20.79	21.41
Library Technician	19.59	20.18	20.79	21.41
Office Secretary	19.59	20.18	20.79	21.41
Media Technician	20.04	20.64	21.26	21.90
School Secretary	20.04	20.64	21.26	21.90
Accounting Clerk/Purchasing Clerk	21.08	21.71	22.36	23.03
Co-Ordinator of Office Services	21.87	22.53	23.21	23.91
Payroll Clerk	21.87	22.53	23.21	23.91
Computer Technician (without certification)	22.87	23.56	24.27	25.00
Sen. Accounting Clerk/Accounting Analyst	25.90	26.68	27.48	28.30
Computer Technician (with certification)	27.79	28.62	29.48	30.36
Computer Analyst/Designer	28.49	29.34	30.22	31.13

Casual/Temporary rate (no employee benefits)

Sept 1, 2008	Sept 1, 2009	Sept 1, 2010	Sept 1, 2011
\$14.50	\$14.94	\$15.39	\$15.85

Casual/Temporary rate computer technician (no employee benefits)

Sept 1, 2008	Sept 1, 2009	Sept 1, 2010	Sept 1, 2011
\$19.32	\$19.90	\$20.50	\$21.12

Casual/Temporary will receive the job rate (but no employee benefits) after thirty (30) continuous work days in one assignment for the duration of the assignment only.

* Note: For Computer Technician, certification for the higher rate will be as determined by a joint Union/Board Committee from time to time..

Shift Premium (as per article 13.1)

Sept 1 2008	Sept 1 2009	Sept 1 2010	Sept 1 2011
\$0.57	\$0.59	\$0.61	\$0.63

Vehicle Allowance

Computer Technicians authorized to use their vehicles for purposes of carrying Board equipment and or tools etc. will receive an allowance to compensate for wear and tear.

Sept 1 2008	Sept 1 2009	Sept 1 2010	Sept 1 2011
\$103/ month	\$106.09/ month	\$109.27/ month	\$112.55/ month

Letter of Understanding

Prior to applying article 7.2 the Union/Management Committee will explore alternatives to layoff.

Community Involvement

It is agreed that no permanent employee will be laid off as a direct result of the use of volunteers, co-op students, parents or other persons. The Board will meet with the Union to discuss, parental and community involvement in schools.

WSIB

An employee who is injured in the course of their duties will have their Workers Safety Insurance salary award supplemented from their sick leave credits to provide for payment of their full salary, until the sick leave credits have been exhausted. In the event an employee does not wish to use their sick leave credits in this manner, they shall receive their Workers Safety Insurance salary award, and there shall be no deduction from their sick leave credits. Written notification selecting this latter option must be given to the Health and Disability Officer at the time the accident is reported.

Letter of Understanding re Retirement Gratuity

Article 16.3 will not be interpreted to the detriment of employees that are not enrolled in OMERS. Therefore, employees not enrolled in OMERS, who would otherwise have qualified for a pension had they been enrolled in OMERS, will be eligible for a retirement gratuity.

Letter of Understanding re. 0.85 fte

It is understood that, effective September 1, 2000, a work day for a 0.85 FTE 10 month employee is considered to be 6 hours per day.

Letter of Understanding re. Paid Days at Christmas

It is understood that for ten (10) month employees, the three (3) paid days at Christmas may be scheduled during the Christmas Break so that there is no adverse affect on employees claiming Employment Insurance Benefits.

Letter of Understanding

This letter of understanding will last for the duration of this collective agreement only. In recognition that results of pay equity have limited the bumping rights of certain members of the bargaining unit, the parties agree as follows:

1. That for the purposes of the bumping process, bargaining unit members that were in the positions of Office Clerk, Dispatcher or Library Technician as at November 28, 2003 may bump (provided they have the required skill, ability and qualifications to do the job) an employee in the position of School Secretary or Media Technician.
2. That for the purposes of the bumping process, bargaining unit members that were in the positions of Purchasing Clerk and Accounting Clerk as at November 28, 2003 may bump (provided they have the required skill, ability and

qualifications to do the job) an employee in the position of Payroll Clerk or the Co-ordinator of Office Services.

Letter of Understanding

Should a vacancy or a new position be identified when the layoff of one or more employees is anticipated, the employer will post and fill the position through the normal job posting procedure. The Union and Employer shall waive the posting of the vacancy that arises as a result of filling the initial vacancy and re-deploy an employee who may be subject to layoff to the position, provided she/he has the qualifications to perform the work and further provided that the position is located within 35 kms. of the worker's home or current work location and offers at least the same hours of work, and the same rate of pay. In the event that the layoff of more than one employee is anticipated, re-deployment to the second vacancy shall be offered in order of seniority and, if not accepted, the junior affected employee will be re-deployed.

Letter of Understanding – Layoffs/restructuring

The parties agree to meet as far in advance as possible of any layoff, restructuring, downsizing to explore all options/alternatives to layoffs.

Letter of Understanding–Staffing Formula for School Secretaries

For the life of this Agreement, the Parties agree to discuss the staffing formula for Elementary and Secondary Secretaries in the Labour Management Committee. This will include a discussion on information regarding staffing to be distributed to individualschools.

Letter of Understanding – Professional Development Funds

The Employer agrees to discuss with the union the amount of money available for Professional Development and to discuss a plan for use of the funds.

Letter of Understanding– Enhancements Arising from Other Education Support Workers PDT Agreements

The Government has made a commitment that School Boards and Local Unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and the Canadian Union of Public Employees have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

Letter of Understanding – 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 the 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

The Board will share the financial analysis and calculations of this allocation with CUPE 5100.

The parties agree that the Board's Elementary and Secondary school staffing formula for 2008-09 shall continue to be used for the term of this collective agreement provided that the Ministry of Education's School Foundation Formula does not change for that period of time. If the School Foundation Formula is changed, the Board and CUPE will meet to collaboratively make amendments to the Board's Elementary and Secondary school staffing formula in order to account for the changes to the Ministry's School Foundation Formula.

The parties further agree that the funding can be used as pool hours as determined by the parties on an annual basis through a collaborative process. The parties agree to meet by May 15 of each year. If agreement cannot be reached on the distribution of the pool hours, the Superintendent of Human Resources will make the final determination.

This letter of understanding shall expire on August 31, 2012.

Letter of Understanding – PDT Benefit Enhancements

In accordance with the terms of the PDT agreement, for the 2008-12 collective agreement, The Grand Erie District School Board and CUPE Local 5100 (OCT) agree that the additional annual enhancement of benefits effective September 1, 2010 shall first be applied as follows:

- Hearing Aids increased to \$1200/every 24 months
- Vision care rider increased to \$400/every two years, which includes coverage of eye exams to a maximum of \$75.00

- Paramedical coverage to include Acupuncture to \$1000, first dollar value per year

When exact funding is confirmed, the parties shall meet to allocate any remaining funds. It is understood that the Board will not be required to exceed the funds available through the enhancement.

Letter of Understanding on Baseline Staffing

The parties agree that as of October 2008 there were 214.7 FTE in the bargaining unit based on the Board's estimates. The parties agree that this letter of Understanding is not a guarantee of staffing and is not grievable.

Letter of Understanding – Professional Development Monies

In accordance with the PDT Agreement, the allocation of CUPE Local 5100 proportional share of the Ministry of Education's funding enhancements for Professional Development and Training for Education Support Workers in the Grants for Student Needs shall be the ratio between CUPE Local 5100 FTE to the total FTE of the Board's unionized and non-unionized education support worker, as reported in the Board's Financial Statements.

The Board shall share the financial analysis and calculations of this allocation with CUPE Local 5100.

The existing Professional Development Committee is the mechanism in place to provide CUPE Local 5100 opportunities to provide input into professional development and training, including the use of the above-mentioned funding enhancement by the Board which must be fully used to provide additional professional development and training in 2008-09 and/or 2009-10 for the members of CUPE Local 5100.

Letter of Understanding re OMERS Contributory Earnings

As a reference for employees the parties have agreed to include the definition of contributory earnings under the OMERS Pension Plan. For more information employees may access the OMERS web site at www.omers.com. The parties will continue to be bound by any OMERS Plan changes.

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, as governed by OMERS regulations:

- 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, 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, 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 (e.g. 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 un-purchasable service;
- **stand-by-pay/call-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 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 license 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.