



COLLECTIVE AGREEMENT

between

LONDON DISTRICT CATHOLIC SCHOOL BOARD
(Hereinafter called the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
ON BEHALF OF ITS LOCAL 4186
(Hereinafter called the "Union")

September 1, 2008 to August 31, 2012

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The London District Catholic School Board and CUPE Local **4186** are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

2038 (03)

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Article 1: Purpose of Agreement

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the employer and its employees covered by this Collective Agreement and to provide an orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions.

Article 2: Management Rights

2.01 The Union recognizes and acknowledges that the management of the operations and direction of the work force are fixed exclusively in the employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, layoff, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he/she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter from time to time rules and regulations to be observed by the employees. The employer shall discuss all rule alterations with the Union/Management Committee referred to in Article 11 prior to or within thirty (30) days of making such alterations;
- (d) determine the nature and kind of business conducted by the employer, the kinds and locations of services, equipment and materials to be used, the control of materials and parts, the methods and techniques of **work**, the content of jobs, the schedules of production, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or **any** part thereof, and to determine and exercise all other functions and prerogatives which shall remain with the employer except as specifically limited by the express provisions of this Agreement.

2.02 The employer agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with the express provisions of this Agreement and acknowledges the right of the Union to the grievance procedure in the manner and extent hereinafter provided.

Article 3: Recognition

- 3.01 The employer recognizes the Union as the sole and exclusive bargaining agent for all non-teaching professional support, secretarial, clerical, ESL and LBS instructors, custodial and maintenance employees in the positions as affixed in Schedule "A".
- 3.02 The employer agrees that employees outside the bargaining unit will not regularly perform work done by employees in the bargaining unit to the extent that this would lead to the layoff of members of the bargaining unit or a general reduction in the hours of work.
- 3.03 No member of the bargaining unit shall be laid off as the direct result of the utilization of volunteers.
- 3.04 Except with the prior approval of the Union, the employer will not enter into any private agreement with an employee in the bargaining unit, the terms of which are **contrary** to provisions of this Collective Agreement.
- 3.05 The parties acknowledge that the Union shall have the right to have the assistance **of** representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the employer. With the approval of the Employer, which shall not be unreasonably withheld, such representative(s)/advisor(s) shall have access to the employer's premises in order to deal with any matters arising out of this Collective Agreement.

Article 4: No Strikes/ No Lockouts

- 4.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there shall **be** no strikes, picketing, slowdown or stoppage of work, either complete or partial, and the employer agrees that there will be no lockout as defined under the Ontario Labour Relations Act.

Article 5: Union Representation

- 5.01 Union officers and committee members recognized by the employer will be allowed to leave his/her work with no loss of pay to attend committee meetings with the employer, process grievances and to represent employees in accord with Article 19 during his/her scheduled regular work day, subject to operational requirements. In the case of grievance processing, no more than one (1) steward shall be involved with the exception **of** a policy grievance where no more ~~than~~ two (2) shall be involved.

- 5.02 No employee shall leave his/her workplace on matters as in 5.01 above without prior consent of his/her principal or immediate supervisor, which consent shall not be unreasonably withheld.
- 5.03 The employer shall provide the Union with a list of supervisory personnel with whom the Union may be required to transact business.
- 5.04 The employer will not be required **to** recognize or deal with employees who are stewards or who are on any of the committees as in Article 5 unless the Union has notified the employer, in writing, of the names of such officers and employees, and where applicable, the committees of which they are members from time to time.

Article 6: No Discrimination / No Harassment

- 6.01 The employer and the Union agree that every member has a right to freedom from discrimination and harassment as described in the Board's harassment policy.
- 6.02 The employer and the Union will jointly provide harassment training to employees in the bargaining unit.
- 6.03 The employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
- 6.04 The parties agree to recognize the Ontario Human Rights Code in so far as it applies to the employees in this bargaining unit. In the event of an allegation by an employee that the Employer has violated the Code, it is agreed that the parties will request the Ontario Human Rights Commission to defer consideration of such complaint until the grievance procedure has been concluded.
- 6.05 The requirements of employment shall be limited to matters pertaining to the work responsibilities of each employee and shall be connected to the operations of the Employer.

Article 7: Union Membership Requirement

- 7.01 Within one (1) week of the signing of this Agreement, all employees covered by this Agreement shall, as a condition of employment, become and remain members

in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, new employees covered by this Agreement shall become and remain members in good standing of the Union within thirty (30) days of employment.

Article 8: Union Dues

- 8.01 The employer shall deduct from the pay of all employees covered by this Agreement, in each pay period, a sum equal to the duly authorized union dues.
- 8.02 All dues so deducted shall be remitted to the National Headquarters of the Canadian Union of Public Employees by the fifteenth (15th) day of the month following the month in which such deductions were made together with a list of the names and gender of all employees from whose pay dues were so deducted, the gross earnings for each employee for the period and the union dues deducted.
- 8.03 Any adjustments to dues shall be provided in writing by the Union President or his/her designate and shall take effect the month following or within such time as reasonable.
- 8.04 The Union shall indemnify and save the employer harmless with respect to all claims and demands made against the employer by an employee as a result of the deductions and remittance of dues by the employer pursuant to this Article.

Article 9: Employer and Union Shall Acquaint Employees

- 9.01 Upon commencement of employment, the employer shall provide all employees covered by this Collective Agreement with a copy of **this** Agreement. The employer will inform each new employee of Article 8 and all other terms and conditions of employment.
- 9.02 On commencing employment, the employee's immediate supervisor or his/her designate shall introduce the new employee to his/her Union representative or key person.

Article 10: Correspondence

- 10.01 All correspondence between the parties, except for grievance handling and dues deduction matters, shall pass to and from the Assistant Superintendent of Human Resources or his/her designate and the Secretary of the Union.

10.02 Notwithstanding 10.01, any correspondence with reference to the interpretation, application, or administration of the Collective Agreement shall be submitted to the CUPE National Representative.

Article 11: Committee Representation

11.01 The employer recognizes the following committees. The time spent shall be in accordance with Article 5 of this Agreement.

Union/Management Committee

11.02 One (1) Union/Management Committee for CUPE Local 4186 shall consist of representatives of the Union and representatives of the employer. The Committee shall enjoy the full support of both parties for the purpose of improving communication between the parties and discussing matters of mutual concern. This committee will not discuss matters which are the subject of a formal grievance under the Grievance Procedure.

The Committee shall consist of not more than six (6) employees (including President and Chief Steward or their designate).

The Committee shall meet once each month except for July and August at a mutually agreed time and place. With the mutual agreement of the Co-chairs meetings may be cancelled in any month or meetings may be held during July and August. Its members shall receive a notice and agenda of the meetings at least forty-eight (48) hours in advance of the meeting.

An employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of each meeting of the Committee shall be prepared by the employer as promptly as possible after the close of the meeting. The Union, the CUPE National Representative, and employer representatives shall each receive a copy of the draft minutes within seven (7) days following the meeting. The minutes shall be considered official after approval at the next regularly scheduled meeting of the Union/Management Committee.

The Bargaining Committee

11.03 One (1) Bargaining Committee for CUPE Local 4186 shall consist of eight (8) employees for the purpose of negotiating the renewal of this Agreement.

A member of the bargaining committee will not be required to report for work on full day(s) of negotiations and will suffer no loss in wages as a result of his/her

attendance at such negotiations. If negotiations are scheduled for four (4) hours or less, the employee will be released from work and will suffer no loss of wages for the time scheduled at negotiations.

Within ten (10) working days of a request by the Union, the employer shall make available information required for bargaining purposes.

Early Intervention and Return to Work Committee

- 11.04 The employer agrees there will be ~~an~~ Early Intervention and Return to Work Committee and the Local shall have two (2) representatives on the Committee.

Joint Job Evaluation Committee

- 11.05 The employer and the Union shall establish a Joint Job Evaluation Committee within ninety (90) days of the date affixed to this Agreement. The Committee shall be responsible to evaluate all new positions and any existing positions as in Schedule "A" that have been amended due to any significant change in responsibilities. This Committee shall ensure the maintenance of internal equity and the ongoing maintenance of the Pay Equity Plan as established by the Parties in September 2001. For the purpose of this Agreement, internal equity shall be defined as the utilization of a common tool to evaluate all positions within the Bargaining Unit.

Article 12: Resolutions and Reports of the Employer

- 12.01 Prior to Board meetings, the employer shall send a copy of the agenda to the President of the Union. Where the Union expresses ~~an~~ interest in making representations to the Board on a given matter and is granted time to be heard, then the employer will grant where necessary, time ~~off~~ work without loss of pay to the President and his/her designate for the purpose of making such representations.

Article 13: Seniority

- 13.01 Seniority is defined as the length of continuous service from the first day of work with the Board or a predecessor board and shall be used in determining preference priority for promotions, permanent transfers, demotions, layoffs, permanent reduction of the workforce and recall. Seniority shall operate exclusively within each of three (3) separate seniority lists; custodial and maintenance; professional support, secretarial and clerical; noon hour supervisors. All things being equal, seniority shall be determined through a draw.

- 13.02 The employer will maintain a seniority list showing each employee's name, his/her job classification and date of hire. By February 28th in each year, the Employer will post copies of the list on all bulletin boards and will send one (1) copy to the Union. Complaints about the accuracy of the seniority list will be considered within thirty (30) days of the date of such posting, at which time, the list shall be deemed to be accurate.
- 13.03 (a) An employee shall be considered a probationary employee until he/she has completed ninety (90) working days of service, after which time the Employee's name shall be placed on the appropriate seniority list as in Article 13.01 of this Agreement. Seniority shall date back to the first day of work. The discharge or termination of a probationary employee will be at the discretion of the employer and shall be deemed to be for just cause under this Agreement.
- (b) Upon mutual agreement of the Union and the employer, the probationary period may be extended in writing.
- 13.04 An employee who is absent from work due to illness, accident, layoff or approved leave of absence shall continue to accumulate seniority during the period of such absence **up** to a maximum of thirty-six (36) months after which time the employee concerned will not continue to accumulate seniority.
- 13.05 All seniority rights and the employment of an employee shall cease only in the event of the following:
- (a) he/she resigns in writing and does not withdraw within forty-eight (48) hours;
- (b) he/she is discharged and **is** not reinstated through the grievance or arbitration procedures;
- (c) he/she fails to return from leave of absence without notifying the employer at least twenty-four (24) hours prior to the date of the expiry of the leave of absence, provided such notification is reasonably possible;
- (d) he/she is absent from work without permission for more than five (5) consecutive working days unless such absence is proven to the satisfaction of the employer to have been due to causes beyond the employee's control;
- (e) he/she fails to report for work after a layoff not later than fourteen (14) calendar days after receiving notice of recall by registered mail to the last address of the employee of which the employer has recorded unless such

failure is proven to the satisfaction of the employer to be due to causes beyond the employee's control. An employee is responsible for advising the employer in writing of his/her address from time to time while he/she is on layoff;

- (f) he/she is laid off for a period longer than thirty-six (36) months;
- (g) he/she retires or is retired;
- (h) he/she is absent from work for a continuous period of thirty-six (36) months.

13.06 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, the employee shall retain his/her seniority acquired at the date of leaving the unit, and for a further period of six (6) months, after which the employee will not accumulate any further seniority. If such employee later returns to the bargaining unit, he/she shall be placed in a job for which that employee possesses the required skills, ability, experience and qualifications consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

Article 14: Job Posting

- 14.01 (a) The successful applicant to a job posting will be placed on a trial period of up to twenty-five (25) working days. Conditional on satisfactory service, the successful applicant will be declared permanent at the conclusion of the trial period. In the event the employer considers the service to be unsatisfactory, or if the employee is unable to take the job on a permanent basis, the employee will be returned to his/her former assignment without loss of seniority. The decision of the employer or employee shall be referred to the Union/Management Committee for discussion but shall not be subject to a difference or dispute between the parties and therefore shall not be arbitrable under **this** Agreement.
- (b) When a vacancy is created which the employer determines to fill, such vacancy shall be posted on the first (1st) of the month for ten (10) working days setting forth the duties of the position, the school or other building involved, the rate of pay, the hours to be worked, and the qualification(s) thereof. Any employee may apply for such position in writing within the posting period. Any vacancy may be temporarily filled pending a permanent placement. **An** employee who is a successful applicant for the

vacancy shall not be entitled to apply for any other vacancy with the same rate of pay and the same number of hours of work for a period of six (6) months.

- (c) For the purposes of Article 14.01 (b) of the Collective Agreement, the Employer may increase the daily hours of work of a permanent position by up to one (1) hour from the original posted hours without creating a vacancy. The number of hours regularly assigned to a position on September 1, 2004 will be deemed to be the posted hours for the purpose of introducing this provision.
- (d) Appointment from within the bargaining unit to a vacant position shall be made within twenty-one (21) working days from the closing of the posting and will be filled within twenty-one (21) calendar days of the appointment unless otherwise mutually agreed by the parties.
- (c) Where an employee is on a fifty-two (52) week statutory pregnancy/parental leave of absence, such position shall be posted internally and available as a temporary assignment. The position left vacant by the successful applicant shall be filled on a temporary basis and available to such successful applicant upon the return of the employee on the pregnancy/parental leave.

- 14.02 (a) Where an employee applies to a posted position, the employer shall consider the following two (2) factors in determining which employee is to be selected:
- (i) relative seniority of the applicants; and
 - (ii) the requirements and efficiency of operations and ability, knowledge, training, aptitude and skills of the applicant to do the job.

When in the judgment of the employer, which shall not be exercised in an unfair manner, factor (b) is relatively equal as between two (2) or more applicants, seniority shall govern. The employer and Union agree that in determining whether the applicants are "relatively equal" when the process is applied, a point differential of less than ten (10), based on one hundred (100) points, will be decided in favour of the senior applicant, subject to the assessment of (ii) above. If there is not an employee selected, the employer may hire from outside the bargaining unit.

- (b) Where considering applicants to a vacant position an employee already performing the same job in a different location shall be deemed "qualified".

Where there is a need for a specific certification in a job posting, employees not possessing that certification but already performing the job, shall be deemed qualified.

- (c) Prior to the first day of work in the new assignment, such applicant shall meet with the supervisor to discuss the role outline, the performance expectations, and the assessment process that will be used in the twenty-five (25) working day trial period.
 - (d) The parties agree that the successful applicant shall not apply to another posting during their twenty-five (25) working day trial period or prior to returning to their former position.
- 14.03 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and to the Union.
- 14.04 The Secretary of the Union shall be notified of all appointments, promotions, demotions, hires, transfers, layoffs, recalls, resignations, retirements, deaths, or any other termination of employment affecting the bargaining unit.
- 14.05 No outside applicant for any vacancy shall be hired until the applications of the present employees in the bargaining unit have been fully processed.
- 14.06 Whenever the employer creates a new position in this bargaining unit, it will prepare and send a job description to the Secretary of the Union at least ten (10) days prior to the posting of the position.
- 14.07 (a) Should an employee be absent from work due to illness or disability for a period in excess of one hundred and twenty (120) calendar days and the employer elects to fill the position, the position will be posted subject to the return of the absent employee.
- (b) In the event that the absent employee returns to work within twenty-four (24) months, he/she shall be returned to his/her former assignment held immediately prior to his/her absence. The employee who has successfully posted to such position in 14.07(a) above will be assigned to an equally rated position for which he/she is skilled, experienced, qualified and able to perform. If no such position is available, the terms of Article 17 shall apply.
- (c) In the event that the absent employee does not return to work within twenty-four (24) months, the successful candidate to the original job posting shall be awarded the position.

Article 15: Grievance Procedure

- 15.01 (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be adjusted as quickly as possible. A grievance under this Agreement shall be defined as any difference or dispute between the employer and any employee or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated,
- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Employees who are covered by this Agreement shall be required to follow the procedures as laid down in Article 15. An employee shall not appeal directly to any trustee or official of the employer or the media.
- (d) Subsequent to discussion of any such complaint at the Union/Management Committee, a complaint on safety, which alleges a violation of the Collective Agreement, may be submitted to Step 2 of the Grievance Procedure.

Step 1:

- 15.02 In the event of a complaint by an employee, he/she shall take the matter up with his/her immediate supervisor, within and not after ten (10) working days from the date at which the employee becomes aware or ought to have become aware of the incident or circumstances giving rise to the complaint.

Step 2:

- 15.03 If the discussion with the immediate supervisor does not resolve the matter, then within twenty (20) working days from the date of the discussion in Article 15.02 above, the employee may submit a grievance adhering to the following procedure.
- (a) A grievance when submitted shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the complaint was discussed with the immediate supervisor, and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
- (b) The grievance shall be signed by the employee and a steward.

- (c) The grievance shall be submitted to the Assistant Superintendent of Human Resources or designate.
- (d) The employee, if he/she wishes, may be accompanied by a steward when submitting the grievance.
- (e) The Coordinator of Labour Relations or his/her designate shall, within ten (10) working days from the date of the grievance being received, meet with the employee and his/her representative and others necessary in efforts to **resolve** the outstanding **issue**.
- (f) A written response shall be provided to the employee and his/her representative within five (5) working days of the meeting in clause 15.03 (e) above.

Step 3:

- 15.04 (a) In the event that the issue discussed at Step 2 has not been resolved to the employee's satisfaction, then within ten (10) working days from the date of the written response in clause 15.03(f) above, the employee may refer the matter in writing to the Superintendent of Business or designate.
- (b) Within ten (10) working days from the date the grievance is received by the Assistant Superintendent of Human Resources Services, he/she or designate shall meet with the employee and his/her representative and others necessary in efforts to resolve the outstanding issue.
- (c) A written response shall be provided to the employee and his/her representative within five (5) working days of the meeting in clause 15.04 (b).

Policy Grievance

- 15.05 (a) A Union policy grievance is defined as an alleged violation of this Agreement concerning all or a substantial number of the employees in the bargaining unit and which an individual employee could not grieve.
- (b) The policy grievance may be filed by the Chief Steward or his/her designate to the Assistant Superintendent of Human Resources Services or his/her designate at Step 3 of the Grievance Procedure at any time within fifteen (15) working days after the circumstances giving rise to such grievance occurred or originated.

- (c) The grievance shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the issue was discussed with employer representative(s) and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
 - (d) Within ten (10) working days from the date of the grievance being received, the Union President, the Chief Steward, and one other elected or appointed officer of the Union shall meet with the Assistant Superintendent of Human Resources Services or designate in efforts to resolve the outstanding issue.
 - (e) A written response shall be provided to the Union within ten (10) working days of the meeting in clause 15.05(d).
- 15.06 (a) A policy grievance of the Board shall be in writing and may be initiated by the Assistant Superintendent of Human Resources Services or his/her designate by delivering the grievance to the President of the Union.
- (b) The grievance shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the issue was discussed with Union representatives and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
 - (c) Within ten (10) working days of the grievance being received, the President, the Chief Steward, and one (1) other elected or appointed officer of the Union, shall meet with the Assistant Superintendent of Human Resources Services or designate, to discuss the grievance.
 - (d) A written response shall be provided to the Assistant Superintendent of Human Resources Services or designate within ten (10) working days of the meeting in 15.06(c).
- 15.07 In no event shall the employer be required to consider any grievance, which, in respect to the incident giving rise to the grievance has previously been settled on its merits under the grievance or arbitration procedures.
- 15.08 Any of the time limits in **this** Article may be extended by mutual agreement of the parties in writing.

Article 16: Arbitration

- 16.01 No matter may be submitted to arbitration that has not been properly carried through all previous steps of the grievance procedure.
- 16.02 If a grievance is not settled under Article 15.04 above, the Union may submit the matter to arbitration within twenty (20) working days from the date of the employer's written response at Step 3 and following notification to the Superintendent of Human Resources or his/her designate.
- 16.03 The Board of Arbitration shall be composed of a single Arbitrator. The Arbitrator shall be jointly chosen by CUPE and the Employer.
- 16.04 If either party to this Agreement fails to agree on the appointment within fifteen (15) working days, the appointment shall be made by the Minister of Labour of the Province of Ontario upon the written request of either party.
- 16.05 The decision of the Arbitrator shall be binding on both parties.
- 16.06 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 16.07 Each party shall bear equally the cost of the Arbitrator.

Article 17: Redundancy and Layoff

- 17.01 Both parties recognize that job security should increase in proportion to length of service. In the event of a layoff, employees shall be laid off, in the reverse order of seniority, subject to employees having the necessary experience, skills, ability and qualifications to perform the available work. Seniority shall operate exclusively within each of the three (3) separate seniority lists.
- 17.02 A layoff is defined as suitable work, which is not available for the employee as the result of a reduction in the workforce or a reduction in the hours of work.
- 17.03 An employee whose assigned position is declared redundant or is reduced in hours may be assigned by the employer to an equally rated position for which the employee has the necessary skills, experience, ability and qualifications subject to mutual agreement between the Union, the employee and the employer.

Failing agreement, the affected employee may bump an employee with less seniority in the affected seniority list provided that the employee exercising the right is skilled, abled, experienced and qualified to perform the work of the employee with less seniority.

In the event that suitable work is not available for the employee, the employee will be given notice of layoff.

- 17.04 The employer shall notify an employee who is to be laid off work ninety (90) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he/she will be paid for the days for which work was **not** made available.
- 17.05 The employee in receipt of notice of layoff shall indicate his/her intent to bump in writing within forty-eight (**48**) hours from the date of the notice received. Declarations received after that time will be considered invalid.
- 17.06 In the event of a layoff, the employer shall first layoff all temporary employees and then probationary employees within the established seniority list(s).
- 17.07 A grievance concerning layoff may be taken **up** at Step 3 of the Grievance Procedure.
- 17.08 The employer agrees to pay the employer's portion of the Group Insurance Plans premiums for a period not to exceed three (3) months for eligible employees who were covered with a benefits plan and who are laid off.

Article 18: Recall

- 18.01 When a vacancy occurs which the Employer elects to fill, employees on the recall list shall be notified by registered mail to the last reported address of the employee.
- 18.02 Vacancies shall be filled from the recall list on the basis of seniority provided the Employee has the experience, skills, ability and qualifications to do the available work.
- 18.03 No new employee shall be hired until every person on layoff from the affected seniority **list** has been given the opportunity of recall, subject to such person having the necessary experience, skills, ability and qualifications to perform the available work.

- 18.04 An employee subject to recall shall be given a maximum of three (3) opportunities to accept a position, after which, the employee loses his/her recall rights. Should an employee decline an opportunity for recall, an explanation satisfactory to the employer and the Union is required.
- 18.05 A grievance concerning this recall procedure may be taken up at Step 3 of the Grievance Procedure as in Article 15.

Article 19: Discharge, Suspension and Discipline

- 19.01 (a) A permanent employee may be discharged only upon the authority of the Assistant Superintendent of Human Resources Services or his/her designate. An employee's principal or immediate supervisor or his/her designate may suspend an employee. Such employee, the Union Secretary and the CUPE National Representative shall be advised immediately in writing of the reason for such suspension and/or discharge.
- (b) A grievance concerning the discharge of an employee may be taken up at Step 3 of the grievance procedure.
- 19.02 Any employee discharged under Article 19 shall be provided with thirty (30) days written notice or pay-in-lieu thereof.
- 19.03 In cases of discharge, the burden of proof of just cause shall rest with the employer provided the employee has seniority rights.
- 19.04 (a) Any employee covered by this Agreement called to appear before his/her immediate supervisor or his/her designate for disciplinary purposes, shall be notified about the meeting at least twenty-four (24) hours in advance of the scheduled meeting and nature thereof.
- (b) The President and Chief Steward or his/her designate(s) shall be notified at least twenty-four (24) hours in advance of the scheduled meeting of any meetings for disciplinary purposes and the nature thereof.
- 19.05 Every employee shall be notified of the name of his/her immediate supervisor or supervisors upon being assigned to their new worksite.
- 19.06 Any employee covered by this Agreement called to appear before his/her immediate supervisor or his/her designate for disciplinary action shall have his/her steward present.

- 19.07 The employer agrees to forward to **an** employee any written discipline pertaining to such employee. A copy **of** such discipline will also be provided to the President and Chief Steward.
- 19.08 Letters of discipline for any offenses, which if not repeated within an eighteen (18) month period, will be removed from the employee's personnel file.

Article 20: Personnel Files

- 20.01 In accordance with the Municipal Freedom of Information and Protection of Privacy Act, **an** employee shall have access during normal business hours to his/her personnel file by making an appointment with Human Resources. An employer representative shall be present when an employee reviews the file. The employee may be accompanied by a Union representative if the employee requests. An employee shall have the right to make copies of any material(s) contained in his/her personnel file at the time of viewing the file. Any disagreement will be referred to the Co-ordinator of Labour Relations or his/her designate for discussion.

Article 21: Hours of Work

Noon Hour Assistants

- 21.01 The regular workday shall be those day(s) when students are scheduled to be in school. The daily hours for the Noon Hour Assistants shall be the normal lunch break at each school with at least one (1) hour remuneration and no more than two (2) hours remuneration in accordance with Schedule "A". Notwithstanding Article 26, the pay shall include vacation pay in lieu in accordance with statutory limitations. The provisions of Article 28 shall not apply. Noon Hour Assistants shall not be eligible to qualify for any benefits as set out in Article 28.

Twelve-Month Employees (Except Custodial and Maintenance)

- 21.02 (a) The regular work week for full-time employees shall consist of five (5) days, Monday to Friday, the daily hours of which are scheduled by the employer between 7:30 a.m. and 5:00 p.m.
- (b) Notwithstanding clause 21.02 (a) above, the regular work week for full-time employees in the Adult and Continuing Education Program shall consist of five (5) days Monday to Friday, the daily hours of which are scheduled by the employer between 7:30 a.m. and 6:00 p.m.

- (c) Notwithstanding 21.02 (a) above, the daily hours for the position(s) of CIRT Secretary shall be between 7:30 a.m. and 6:00 p.m. and shall be scheduled by the employer.
- (d) The regular workday for full-time employees shall be seven (7) hours, exclusive of an unpaid lunch break. An employee shall be entitled to one (1) hour uninterrupted lunch break, from all work duties, as mutually scheduled between the employer and the employee, approximately halfway through the workday.
- (e) The daily hours for the position of Computer Support Technician shall be between 7:00 a.m. and 5:00 p.m. (total of eight (8) hours) and shall be scheduled by the employer. A Computer Support Technician shall be entitled to one (1) hour uninterrupted lunch break, from all work duties, as mutually scheduled between the employer and the Employee, approximately halfway through the workday.
- (f) Each full-time employee shall be entitled to a fifteen (15) minute paid rest period in each half of his/her regular work day. The rest break(s) shall be mutually scheduled between the employee and the employer.
- (g) For the period beginning the Monday following Canada Day to the Friday immediately preceding Labour Day, inclusive, a regular work week shall be scheduled between Monday and Friday by the employer to allow employees to leave each Friday afternoon at 1:00 p.m. The employee shall work seven and one-half (7 ½) hours exclusive of a one-half (1/2) hour unpaid lunch break on each of the Monday to Thursday in each work week. The time spent on Friday shall contain no lunch break. The August Paid Holiday shall be considered a seven (7) hour day.
- (h) The provisions of clause 21.02 (g) above shall not apply to employees in the bargaining unit who are scheduled to work in the Adult and Continuing Education Program during the months of July and August.
- (i) When an employee replaces an employee in a position of a higher paying category, he/she shall receive the rate of pay for that position if such assignment is for a duration of one (1) full working day or more.

Custodians

- 21.03 (a) The regular work week for full-time day custodians shall consist of five (5) days per week, Monday to Friday inclusive, the daily hours of which are scheduled by the Employer no earlier than 6:00 a.m. and finishing no later

than 5:30 p.m. in the secondary schools and no earlier than 7:00 a.m. and finishing no later than 5:30 p.m. in the elementary schools.

- (b) The regular workday for full-time custodians shall be eight (8) hours exclusive of an unpaid one (1) hour lunch break to be scheduled by the Employer. No eight (8) hours of work shall spread over a longer period than nine (9) hours including an unpaid lunch break.
- (c) Notwithstanding 21.03(b) above, full-time employees scheduled to begin an eight (8) hour workday after 12:00 noon shall have a one-half (1/2) hour paid lunch break included in the eight (8) hour shift and shall finish his/her shift no later than 10:30 p.m. Monday to Thursday and no later than 9:00 p.m. on Fridays.
- (d) Each full-time employee shall be entitled to a fifteen (15) minute paid rest period in each half of his/her regular work day. The rest break(s) shall be mutually scheduled between the employee and the employer.
- (e) For the period beginning the Monday following Canada Day to the Friday immediately preceding Labour Day, inclusive, and during March Break, hours will be scheduled by the employer to allow a four day work week between Monday and Friday, with each working day being of ten (10) hours in duration exclusive of an unpaid lunch break of one-half (1/2) hour or for the period above, hours between 7:00 a.m. and 4:00 p.m. with a one-half (1/2) hour unpaid lunch break from Monday to Thursday and Friday between 7:00 a.m. and 1:00 p.m. with no lunch break. These hours shall not apply if a Paid Holiday(s) falls in any work week.
- (f) Notwithstanding the provisions of Article 24, an employee who works less than eight (8) hours per day may, at the employer's request, be permitted to work to a maximum of eight (8) hours per day. Payment for such additional hours over and above their regularly scheduled time will be paid at the employee's regular rate of pay. The employer will assign such additional hours on a voluntary basis and will use the following factors in assigning such additional hours:
 - (i) Availability of any employee permanently assigned to the location.
 - (ii) Seniority.
 - (iii) Permanent/probationary employees shall be given preference over temporary Employees.

Such additional hours will only apply to the calculation of vacation credits and not to benefits.

- (g) When an employee replaces an employee in a position of a higher paying category, he/she shall receive the rate of pay for that position if such assignment is for a duration of one (1) full working day or more.

Maintenance

- 21.04 (a) Maintenance staff shall work five (5) days per week, Monday to Friday, inclusive. The normal workday for full-time employees shall consist of eight (8) hours. The normal working hours shall be between 7:00 a.m. finishing not later than 5:30 p.m. and shall be scheduled by the employer. No eight (8) hour period of work shall be spread over a longer period than eight and one-half (8 ½) hours including an unpaid lunch break of one-half (1/2) hour.
- (b) Each full-time employee shall be entitled to a fifteen (15) minute paid rest period in each half of his/her regular work day. The rest break(s) shall be mutually scheduled between the employee and the employer.
 - (c) Notwithstanding the provisions of Article 24, an employee who works less than eight (8) hours per day may, at the employer's request, be permitted to work to a maximum of eight (8) hours per day. Payment for such additional hours over and above their regularly scheduled time will be paid at the employee's regular rate of pay. The employer will assign such additional hours on a voluntary basis and will use the following factors in assigning such additional hours:
 - (i) Skill, ability, qualifications and experience required for the work.
 - (ii) Availability of any employee permanently assigned to the location.
 - (iii) Seniority.
 - (iv) Permanent/probationary employees shall be given preference over temporary employees.

Such additional hours will only apply to the calculation of vacation credits and not to benefits.

- (d) For the period beginning the Monday following Canada Day to the Friday immediately preceding Labour Day, inclusive, and during March Break, hours will be scheduled by the employer to allow a four day work week between Monday and Friday, with each working day being of ten (10) hours in duration exclusive of an unpaid lunch break of one-half (1/2) hour or for the period above, hours between 7:00 a.m. and 4:00 p.m. with a one-half (1/2) hour unpaid lunch break from Monday to Thursday and Friday

between 7:00 a.m. and 1:00 p.m. with no lunch break. These hours shall not apply if a Paid Holiday(s) falls in any work week.

- (e) When an employee replaces an employee in a position of a higher paying category, he/she shall receive the rate of pay for that position if such assignment is for a duration of one (1) full working day or more.

Ten-Month Employees

- 21.05 (a) A ten month full-time employee, except Cafeteria Assistants, shall work the number of days set out in the school calendar as approved by the employer. Cafeteria Assistants shall work the days when students are scheduled for lunch in school. The employer may require the employee to work additional weekdays in the year, for which he/she shall be paid at his/her regular pay rate. Such additional work will be at the employee's discretion.
- (b) Notwithstanding 21.05 (a) above, the work year for an elementary secretary(s) shall be the school year and the five (5) working days immediately preceding the first day of school in September.
- (c) The regular workday for full-time employees as in Article 21.05 (a) above shall be seven (7) hours exclusive of an unpaid lunch break. An employee shall be entitled to one (1) hour uninterrupted lunch break, from all work duties, as mutually scheduled between the employer and the employee, approximately halfway through the workday.
- (d) The regular workweek for full-time employees as in 21.05 (a) above shall consist of five (5) days, Monday to Friday, the daily hours of which are scheduled by the employer between 7:30 a.m. and 5:00 p.m.
- (e) Each full-time employee shall be entitled to a fifteen (15) minute paid rest period in each half of his/her regular work day to be mutually scheduled between the employee and the employer.
- (f) Effective September 10, 1999, each employee in a position that is not normally required to work during March Break, July and August and the Christmas Break shall be issued a Record of Earnings for each break period in accord with statutory limitations. The Record of Earnings shall indicate the return to work date. Such break period(s) shall not be deemed to be a break in service for the purpose of calculating seniority as in clause 13.01 (a) of Article 13.
- (g) The employees who are successful in summer school postings shall work the hours as outlined in Article 21.05 (d) above.

- (h) Notwithstanding the provisions of Article 24, an employee who works less than seven (7) hours per day may, at the employer's request, be permitted to work to the maximum of seven (7) hours per day. Payment for such additional hours over and above their regularly scheduled time will be paid at the employee's regular rate of pay. The employer will assign such additional hours on a voluntary basis and will use the following factors in assigning such additional hours:

- (i) Skill, ability, qualifications and experience required for the work.
- (ii) Availability of any employee permanently assigned to the location.
- (iii) Seniority.
- (iv) Permanent/probationary employees shall be given preference over temporary employees.

Such additional hours will only apply to the calculations of vacation credits and not to benefits.

- (i) When an employee replaces an employee in a position of a higher paying category, he/she shall receive the rate of pay for that position if such assignment is for a duration of one (1) full working day or more.

Educational Assistants

- 21.06 (a) Notwithstanding clause 21.05 above, the regular work day for full-time Educational Assistants and Intervenors shall consist of seven (7) hours for employees who work a seven (7) hour work day as of June 30, 2005, exclusive of an unpaid one-half (1/2) hour uninterrupted lunch break, five (5) days, Monday to Friday, the daily hours of which shall be scheduled by the Employer. The daily hours shall include attendance at meetings and other duties directly related to the responsibilities of the position. Educational Assistants agreeing to work beyond their regularly scheduled hours shall be paid their regular hourly wages for all hours worked. Overtime rates or premiums will not be triggered unless those hours are in excess of the weekly overtime threshold provided in the *Employment Standards Act 2000*.

Effective June 30, 2005, any newly hired full-time Educational Assistant's workday will consist of six and one-half (6 1/2) hours.

Notwithstanding the above, any full time, seven (7) hour per day, Educational Assistant will be subject to the daily hours of work for any assignment which the seven (7) hour Educational Assistant voluntarily accepts.

- (b) Each full-time employee shall be entitled to a fifteen (15) minute paid rest period in each half of his/her regular work day to be mutually scheduled between the employer and the employee.
- (c) Effective September 10, 1999, each employee in a position that is not normally required to work during March Break, July and August and the Christmas Break shall be issued a Record of Earnings for each break period in accord with statutory limitations. The Record of Earnings shall indicate the return to work date. Such break period(s) shall not be deemed to be a break in service for the purpose of calculating seniority as in clause 13.01 (a) of Article 13.
- (d) The employees who are successful in summer school postings shall work the hours as outlined in Article 21.02 (d) above.
- (e) Notwithstanding the provisions of Article 24, an employee who works less than seven (7) hours per day may, at the employer's request, be permitted to work to the maximum of seven (7) hours per day. Payment for such additional hours over and above their regularly scheduled time will be paid at the employee's regular rate of pay. The employer will assign such additional hours on a voluntary basis and will use the following factors in assigning such additional hours:
 - (i) Skill, ability, qualifications and experience required for the work.
 - (ii) Availability of any employee permanently assigned to the location.
 - (iii) Seniority.
 - (iv) Permanent/probationary employees shall be given preference over temporary employees.

Such additional hours will only apply to the calculations of vacation credits and not to benefits.

- (f) When an employee replaces an employee in a position of a higher paying category, he/she shall receive the rate of pay for that position if such assignment is for a duration of one (1) full working day or more.

Inclement Weather

21.07 If because of inclement weather conditions, any employee is unable to reach his/her place of employment, such employee affected shall report to his/her immediate supervisor or designate. The supervisor or designate may assign an alternate work location.

Where no suitable alternate work is determined by the immediate supervisor or his/her designate, the employee shall be allowed leave of absence without loss of pay.

Article 22: Job Classification / Reclassification

22.01 It is agreed that significant changes to position responsibilities and newly created positions in this bargaining unit will be evaluated by the Joint Job Evaluation Committee in accordance with Article 11.05. A job evaluation reconsideration request may be submitted to the Joint Job Evaluation Committee by the employer, the Union, or the incumbent.

22.02 In the event the Committee is not able to reach agreement on the classification and pay rate for the position, the Union may file a policy grievance in accordance with Article 15.

It is agreed that any Arbitrator dealing with such a grievance will be limited in jurisdiction to the following:

a determination whether a significant change in job duties and responsibilities has occurred since the date of **this** Agreement, and if so, a further determination of the Appropriate Group based on the existing Salary Groups as set out in Article 37.01. There will be no authority to create a new Grouping by arbitration.

Article 23: Job Accommodation

23.01 Subject to documentation satisfactory to the employer from a physician or licensed practitioner, an employee who, due to partial or temporary disability, is unable to perform his/her regular duties, shall be given preference for such other work as may be available and for which he/she is able to perform. The rate of pay shall be determined in consultation with the parties.

23.02 The employer may request additional documentation from a physician or other licensed practitioner of their choice prior to any job accommodation. Costs of such request shall be borne by the employer. A copy of the results shall be made available to the employer with the written consent of the employee.

23.03 In such cases, Article 19 shall not apply.

23.04 The parties agree that modified/rehabilitation programs make a valuable contribution to a rapid safe recovery after an illness or injury has occurred. The parties agree to take a collaborative approach to supporting ill or injured workers regardless if the illness was work related.

Article 24: Overtime

24.01 All overtime must be pre-approved by the employee's immediate supervisor or his/her designate.

24.02 Overtime shall be paid for all hours worked in *excess* of the employee's regularly scheduled daily hours at the rate of one (1) and one-half (1/2) times the employee's basic rate.

24.03 The parties agree that the performance of overtime shall be on a voluntary basis except where such overtime results from an emergency. **An** emergency is defined as a work occurrence resulting from a mechanical breakdown, property damage, flooding, vandalism or police calls.

24.04 Where an employee is required to work more than two (2) hours overtime beyond the end of his/her scheduled regular daily hours he/she shall be entitled to up to a one (1) hour unpaid dinner break at the discretion of the employee.

24.05 An employee who is required to work more than two (2) hours of overtime immediately before or following his/her regularly scheduled hours of work, without notification of the requirement to work such overtime prior to the end of his/her previous regularly scheduled shift, shall be reimbursed for the cost of one (1) meal to a maximum of ten dollars (\$10.00).

24.06 If an employee is required to work on a Paid Holiday, Saturday or Sunday, he/she shall be paid two (2) times his/her basic rate in addition to receiving his/her holiday pay if applicable.

24.07 The employer agrees that it is the intent of this Article that the employees will not be laid off or sent home before completing their normal scheduled work period for the sole purpose of avoiding the requirement to pay overtime rates of pay for hours already worked on the same day.

24.08 If there is a block of hours to be scheduled on a regular basis, there shall be no overtime for employees until such work is offered to employees on lay-off who are able, skilled, qualified, experienced and available to perform the work.

- 24.09 **An** employee who works overtime shall receive payment for overtime hours worked in accordance with the pay schedules as in Article 37.01.
- 24.10 **An** employee who is called back to work outside of his/her regular working hour shall be paid a minimum of two (2) hours at double time. He/she shall be paid from the time he/she leaves his/her home to report for duty until he/she arrives back upon proceeding directly from work.
- 24.11 (a) Overtime shall be made available to custodians and maintenance employees in this bargaining unit on a seniority basis within his/her work location on a rotational basis, subject to him/her having the skills, experience **and** ability to perform the work required.
- (b) In the event that no custodian or maintenance employee is available and/or is willing to accept the overtime at the work location, the employer shall offer overtime on a seniority basis to custodians and maintenance employees in this bargaining unit from other work locations on a rotational basis, subject to him/her having the skills, experience and ability to perform the work required.

Article 25: Paid Holidays

25.01 For twelve (12) month employees, the following Paid Holidays shall be recognized:

New Year's Day	Victoria Day
Labour Day	Civic Holiday
Good Friday	Easter Monday
Thanksgiving Day	Christmas Day
Boxing Day	Canada Day
Family Day	
One-half (1/2) day before Christmas Day	
The first working day following Boxing Day	
One-half (1/2) day before New Year's Day	

25.02 For ten (10) month employees, the following Paid Holidays shall be recognized

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

And any other statutory holiday that the federal or provincial government declares.

25.03 Where any of the Paid Holidays fall on what would otherwise be a regular working day, an employee shall receive payment for such Holidays based on his/her regular current hourly rate multiplied by the number of hours he/she would normally have worked on such day subject to the following conditions:

- (a) An employee must work his/her scheduled regular day of work immediately preceding and his/her scheduled regular day of work immediately following such Paid Holiday, unless absent with permission of the employer.
- (b) If an employee works on one of the above named Paid Holidays, he/she will receive payment double the employee's basic rate for the time actually worked by him/her, in addition to receiving his/her Holiday pay.
- (c) An employee working less than twenty-four (24) hours per week will be paid for the Paid Holidays as in Article 25 in the ratio which the number of

hours per week worked bear to the full-time hours in that job classification. All other conditions as in 25.03(a) and (b) above shall apply.

- 25.04 Where any of the said Public Holidays fall on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be a Holiday for the purpose of this Agreement unless otherwise agreed.
- 25.05 Holidays to be celebrated during the Christmas break shall be determined by the employer and discussed at the Union/Management Committee.
- 25.06 If a Paid Holiday falls or is observed during an employee's vacation period, he/she shall be allowed **an** additional vacation day with pay at a time to be mutually scheduled by the employee and the employer.
- 25.07 If a Paid Holiday falls or is observed on a day when the employee is not scheduled to work, he/she shall be paid for the hours, which he/she would otherwise have worked.
- 25.08 In the event that a religious Holy Day for a member of a religious faith other than a Latin Rite Catholic falls on a working day, the employee shall be granted a leave of absence of up to two (2) days in any calendar year with no loss of pay or benefits. Such request may be granted with the approval of his/her immediate supervisor or his/her designate.

Article 26: Vacations

- 26.01 Employees shall receive vacation entitlement and vacation pay in accordance with his/her credited service as of July 01 in any year as follows:

Years of Continuous Service Prior to July 1 in any year	Weeks of Vacation Earned (12 Month Employees)	Vacation Pay (10 Month Employees)
12 months to 2 years	2	4%
2 years to 7 years	3	6%
8 years to 16 years	4	8%
17 years to 24 years	5	10%
25 years and greater	6	12%

- 26.02 **An** employee's vacation shall be taken in the year in which it is earned and shall not be carried forward to the following year except with the employer's consent which shall not be unreasonably withheld. The maximum amount that can be carried over beyond June 30 of each year shall not exceed ten (10) days. The efficient operation of the employer's schools and business shall be considered first in arranging vacations.
- 26.03 Employees, as appropriate, will be allowed to utilize their vacation entitlement during July, August, Christmas break or March break during the vacation year or at other periods of time requested and upon approval of his/her immediate supervisor or his/her designate. The employer's consent shall not be unreasonably withheld subject to the provisions of 26.02 above.
- 26.04 Employees who are not normally required to work during the March break, July and August and the Christmas break shall be paid vacation pay on each pay issued as per the regular bi-weekly pay schedule at the rates as in 26.01.
- 26.05 Employees who work hours in addition to his/her scheduled regular hours, exclusive of overtime, shall be paid vacation pay on these extra hours on the regular bi-weekly pay schedule in accordance with the rates as in 26.01.
- 26.06 Twelve month employees working **less** than full-time will be paid for the vacations as stated in clause 26.01 **in** the ratio which the number of hours worked per week bear to the full-time hours of that job classification. **All** other conditions of Article 26 shall apply.
- 26.07 It is agreed that if it becomes necessary for any employee to be admitted to hospital as a bed-patient or confined at home, as a result of illness or injury suffered while on vacation, or as a result of a recurrence of any disability for which such Employee would be entitled to WSIB, the time spent in hospital or confinement shall be charged to such employee's sick benefit or WSIB as the case may be provided that the employee shall provide proof of such hospitalization or similar confinement satisfactory to the employer. Such vacation so affected shall be deferred to a later date.

Article 27: Leaves of Absence

- 27.01 (a) Each request for leave as in 27.02, 27.03, 27.05, 27.06, 27.07, 27.09, 27.10, 27.12, and 27.13 shall be in writing and addressed to the immediate supervisor or his/her designate. Leaves as in 27.04, 27.08 and 27.11 shall be discussed with the immediate supervisor or his/her designate prior to the

commencement of the leave period. Such leave shall not be unreasonably withheld.

Union Leave

- 27.02 (a) Upon written request of the Union, and with at least ten (10) days notice prior to the commencement of the requested leave, employees will be granted leave of absence without pay to represent the Union at Union Conventions or seminars. The employer agrees to pay any employee granted such leave of absence for any regular time lost from work and the Union agrees to reimburse the employer for such payments to the employee.
- (b) Upon written request, an employee who is elected or appointed to a full-time position with the Union will be granted leave of absence without salary or other benefits for a period of up to one (1) year. Such leave may be extended by the employer upon request of the employee. Such employee may pay the full cost through the employer of any welfare benefits under this Agreement if he/she so desires.
- (c) The Chair or designate of the CUPE Local 4186 Bargaining Committee shall be provided with up to a maximum of five (5) days at no cost to the Union to prepare for negotiations.

Political Purposes

- 27.03 The employer will recognize leaves of absence, without pay, for political purposes as required by existing legislation.

Bereavement Leave

- 27.04 (a) An employee will be granted up to five (5) days bereavement leave of absence, with pay, in the event of the death of a spouse, mother, father, child or stepchild, brother or sister.
- (b) An employee will be granted **up** to three (3) days bereavement leave of absence, with pay, in the event of the death of his/her mother-in-law, father-in-law, son-in-law, or daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild or grandchildren.
- (c) Any employee will be **granted** one (1) day bereavement leave of absence, with pay, in the event of the death of his/her aunt, uncle, niece, nephew or first cousin.

- (d) In the event of a death occurring in winter necessitating a spring interment, one (1) of the days referred to in 27.04 (a) (b) and (c) above may be taken at the time of interment.

Pregnancy/Parental/Adoption Leave

- 27.05 (a) Pregnancy and Parental Leave shall be in accordance with the Employment Standards Act. Adoption Leave will be allowed on the same basis as the Parental Leave.
- (b) The employee requesting Pregnancy and/or Parental Leave shall give at least two (2) weeks' notice, in writing, to the Co-ordinator of Human Resources Services of the date the statutory leave is to commence as well as the date the employee will return to work. The notice shall be accompanied by a certificate from a licensed practitioner stating the expected birth date.
- (c) On return from the statutory leave, the employee shall be placed in the position held immediately prior to the leave period. In the event that the position is no longer available, the terms of the Collective Agreement in force at the time shall apply.
- (d) The employer shall provide for employees on Pregnancy/Parental Leave, a Supplementary Employment Benefit Plan which provides payment of ninety-five (95%) percent of gross salary for the two (2) week waiting period. Such a Supplementary Employment Benefit Plan shall be registered with and approved by Human Resources and Skills Development Canada and Employment Insurance.
- (e) During the period of statutory leave, the employer shall continue to pay its share of the benefits premiums for which the employee is eligible.
- (f) Employees will be responsible for payment of pension contributions. The employer will continue to remit pension contributions to OMERS for the period of the statutory leave, unless requested by the employee not to do so.
- (g) Upon completion of statutory leave provisions, an employee may request an extended parental leave of absence without pay for a period of up to one (1) year.

Paternity Leave

- 27.06 Paternity Leave of one (1) day with pay will be granted to an employee for needs directly related to the birth of his child.

Compassionate Leave

- 27.07 **An** employee may be granted **up** to one (1) day compassionate leave in the case of exceptional circumstances which include but are not limited to serious illness or hospitalization of an employee's immediate family, bereavement not covered in clause 27.04 above, catastrophe or crisis. Such day, if granted, shall be at the discretion of the immediate supervisor or his/her designate and the number of days so granted shall be limited to three (3) in any one year. **An** additional two (2) days may be granted at the discretion of the Superintendent of Human Resources Services or his/her designate. Such requests for additional days shall be in writing.

Jury Duty

- 27.08 Employees who are called to serve as jurors or are subpoenaed as witnesses, other than where such employee is a party to the action, shall be granted leave of absence without loss of benefits. Normal pay will continue to be issued on the usual pay day. **At** the conclusion of his/her duty, the employee shall obtain a certificate from the Court showing the period of his/her jury or witness service and the amount of compensation received, and shall deposit the certificate, together with the full amount of compensation, but not including travel allowances with the Board.

Citizenship

- 27.09 **An** employee who is becoming a Canadian citizen and is required to appear at a ceremony of induction shall be given time off his/her regular scheduled duties with no loss of pay or benefits to attend the ceremony.

Personal Leave

- 27.10 (a) **An** employee may be granted a leave of absence without pay and without loss of seniority if his/her written application for same is approved by his/her immediate supervisor or his/her designate at least five (5) days prior to the requested leave.
- (b) An employee may be granted a leave of absence without pay or **loss** of seniority for educational purposes. Such request must be submitted to Human Resources Services, copy to the supervisor.

Leaves of Absence for educational purposes may be granted for a period not to exceed one (1) year.

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Compulsory Quarantine

- 27.11 Wages for time lost due to compulsory quarantine shall be paid to employees when certified by the local Medical Officer of Health, and shall not be chargeable to benefits.

Graduation/Convocation

- 27.12 Time off to attend the employee's own or spouse/child graduation ceremonies shall be allowed one-half (1/2) day or one (1) day as required with pay to attend the ceremony subject to approval of the immediate supervisor or his/her designate.

Four and One Leave Plan

- 27.13 Preamble

The Four and One Leave Plan is a cooperative plan between the Board of Trustees of the London District Catholic School Board and its employees of CUPE Local 4186.

The plan provides **for** an increase in mobility within the staff above, an opportunity for valuable experience for new employees and **an** extended opportunity for personal and/or professional growth of those employees with five (5) or more years' experience with this system.

Purpose

The Four Years over Five Plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence **with** pay by spreading four (4) years' salary payments over a five (5) year period.

Qualifications

- (a) An employee having five (5) years seniority with the employer is eligible to participate in the plan.
- (b) A maximum of two (2) employees from CUPE Local 4186 will be granted **this** leave in any given school year.
- (c) **An** employee must make written application to the senior administrator responsible for Human Resources or his/her designate during January requesting permission to participate in the plan.
- (d) Criteria for acceptance shall be based on:
 - (i) earliest applications;
 - (ii) seniority, if more than **five (5)** apply;
 - (iii) lottery, if a tie still exists.

Approval of Deferred Salary Plan applications shall rest solely with the employer and shall be in accordance with compliance of the Regulations in place at the time.

Written acceptance, or denial of the employee's request, with explanation, will be forwarded to the Employee by March 1st in the school year the original request is made.

Implementation

- (e) Eighty (80%) percent of the annual salary according to the salary schedule will be paid for four (4) years. The remaining twenty (20%) percent of annual salary will be accumulated and this amount plus any interest earned shall be retained for the employee by the employer and paid in the fifth year.
- (f) Money will be deposited with a chartered bank or Federally or Provincially Chartered Trust Company in such accounts or monies instruments as authorized by law, for trustees to invest trust funds and as authorized under the Income Tax Act, Canada, the Education Act, or any other relevant governing legislation pertaining to such money. The account and/or instruments chosen will be held in the name of the "London District Catholic School Board, In Trust for the Four and One Leave Plan".

The employer will be directed as to the choice of bank or trust company and as to the choice of the deposit account or instrument by the Union. Any such deposit account or instrument will necessarily take into account the payment provisions of the plan as set out in Article 27.13(e), (j) and (l). Individual ledger accounts with details of deposit income earned and withdrawals will be maintained by such bank or trust company. Any administrative costs associated with the operation of such account(s), shall be solely a charge against such account(s) and not the employer.

- (g) Benefits for employees registered in the program after July 01, 1998 shall be maintained by the employee during the one year leave of absence in accordance with the Collective Agreement in force during the leave of absence.
- (h) Upon return from the leave, the employee will be reinstated to a position at least equivalent to that which the employee held immediately prior to the leave. If said position no longer exists, the employee will be governed by the appropriate terms of the Collective Agreement.

- (i) Deductions for the Ontario Municipal Employees Retirement System (OMERS) shall comply with those requirements as well as the Income Tax requirements.
- (j) An employee may withdraw from the plan any time prior to March 1 of the calendar year in which the leave of absence is to begin. Upon withdrawal, any monies accumulated, plus interest owed, as in Article 27.13 (f) above, will be repaid to the employee within sixty (60) days of notification of his/her desire to leave the plan. Any exceptions to the aforementioned shall be at the discretion of the employer.
- (k) In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the employer may defer the leave by one (1) year. If such a deferral is necessary, the employee shall be notified prior to March 1 of the calendar year in which the leave was to take place. In this instance, the employee may choose to remain in the plan and any monies accumulated by the terminal date of the plan will continue to accumulate interest until the leave of absence. No deduction will be made during the year of deferral.
- (l) Should an employee die while participating in the plan, any monies accumulated plus interest owed, as in Article 27.13 (f) above, at the time of death will be paid to the employee's estate.

Article 28: Benefits

- 28.01 (a) The transition of members to the benefits plans set out in this Article will be made as soon as arrangements can be made with the respective benefits carriers.
- (b) The employer will continue to pay its share of the applicable premiums for a period of up to seventy-five (75) working days for eligible employees while he/she is on sick leave.

Pension

- 28.02 The Pension Plan for non-teaching employees established by the London District Catholic School Board through the Ontario Municipal Employees Retirement System (OMERS) shall be applicable to employees covered by this Agreement. During the lifetime of this Agreement, the employer agrees to make contributions to the plan in accordance with the requirements of the Ontario Municipal Employees Retirement System Act. Part-time employees shall be given the opportunity to participate in this Plan subject to the provisions of OMERS.

Extended Health Care Plan

28.03 During the lifetime of this Agreement, the employer will continue to provide an Extended Health Plan, including hearing aid coverage, with respect to employees covered by this Agreement and to pay one hundred percent (100%) of this applicable rate.

Vision care coverage shall provide a maximum of two hundred dollars (\$200.00) per employee every two (2) years.

There will be a co-insurance feature to the drug benefit so that the Plan pays eighty-five percent (85%) of the cost of the drug per covered individual and the employee pays the remaining fifteen percent (15%) of such cost. In addition, on items other than drugs, there will be a co-insurance feature on the first one thousand dollars (\$1,000.00) cost per covered individual (not including vision care costs) with the Plan paying eighty-five percent (85%) of these costs and the employee paying fifteen percent (15%) that remains and one hundred percent (100%) thereafter. There will be a ten thousand dollar (\$10,000.00) per year per covered individual limitation on the use of Registered Nurses and a three hundred dollar (\$300.00) per year per covered individual limitation on the use of Paramedics.

Sick Leave Plan

- 28.04 (a) The existing sick leave plans of the predecessor boards shall continue until August 31, 1999.
- (b) Effective September 01, 1999, the employer agrees to provide to each employee a total of twenty (20) sick leave days per year to be used for the purposes of sick leave.
- (c) There shall be no accumulation of unused sick leave credits,
- (d) When an employee has used his/her twenty (20) days of sick leave in the course of a year, he/she will then receive sixty-six and two thirds percent (66 2/3%) of salary for the duration of his/her absence to a maximum of seventy-five (75) working days absence at which time Long Term Disability Insurance may be applicable.
- (e) The employer may implement an Early Intervention Program which includes an Adjudication and Rehabilitative Services component. The employee shall provide documentation as required. Failure to cooperate with such program shall disqualify the employee from access to benefits provided under the sick leave plan.

- (f) The number of days available to employees who work less than full-time shall be pro-rated.
 - (g) Where an employee commences employment after September 1st in any year, the sick leave of twenty (20) days shall be calculated on the basis that twenty (20) days bear to the number of days in the work year.
- 28.05 (a) As of August 31, 1999, a calculation shall be made to determine the unused accumulated sick leave credit balances for employees of the predecessor boards who were eligible to accumulate such credits. The balance for each employee shall be set aside in an accumulation register. The employee may elect to access these day(s) at one hundred percent (100%) salary instead of receiving sixty-six and two-thirds percent (66 2/3 %) of wages, provided sufficient credit(s) remain in his/her accumulation register.
- (b) Upon retirement or termination of employment, no adjustment shall be made for the balance of credits which remain in his/her accumulation register.

Reinstatement of Benefits

- 28.06 Once an employee has been disabled and is receiving benefits under the sick leave plan, a subsequent disability is defined as recurrent when it is separated from the previous occurrence by less than ten (10) consecutive working days of full-time employment, or equivalent. In such cases, the re-occurrence is treated as a continuation of the previous disability and the employee continues to receive benefits up to the maximum benefit period.

When an employee returns to work for a period in excess of ten (10) consecutive working days of full-time employment, or equivalent, any re-occurrence is treated as a new disability.

Layoff or Termination of Employment

- 28.07 When an employee is totally disabled on the date of layoff or termination, and such disability continues uninterrupted, the employee shall continue to receive benefits for such disability until the date total disability ceases, or until the date on which the maximum disability is received whichever is earlier.

Group Life Term Insurance

- 28.08 Employees shall participate in a Group Life Term Insurance policy in the amount of twenty-five thousand dollars (\$25,000.00) or two and one-half (2 ½) times the employee's annual salary to a maximum of one hundred thousand dollars (\$100,000.00) whichever is greater. Eighty-five percent (85%) of the premium of

the Plan shall be paid by the employer. Life Insurance for an employee's spouse will be available provided the employee pays the entire premium costs of such life insurance.

Dental Plan

- 28.09 During the lifetime of this Agreement, the employer will pay one hundred percent (100%) of the billed premiums of a Dental Plan, including root canal work. There will be an eighty-five percent (85%) co-insurance feature so that the Plan will pay eighty-five percent (85%) of the dental costs to a maximum of one thousand dollars (\$1,000.00) per annum per person covered and the employee will pay the remaining fifteen percent (15%) of such costs. An employee who exceeds the one thousand dollars (\$1,000.00) annual per person coverage will pay 100% of the cost of dental billings however after the end of the policy year (December 31) may request reimbursement for eighty-five percent (85%) of such billings for procedures covered by the plan provided proof of payment satisfactory to the employer is provided to the Employer's Benefits Administrator. On orthodontic coverage, the co-insurance feature will be fifty percent (50%) so that the Plan will pay once for each person covered fifty percent (50%) of the costs to a maximum of three thousand dollars (\$3,000.00) per person.

Long Term Disability

- 28.10 The Long Term Disability Benefit is seventy-five percent (75%) of monthly earnings to a maximum of three thousand, five hundred dollars (\$3,500.00). The benefit commences after an elimination period of seventy-five (75) working days and is payable until recovery or attainment of age sixty-five (65). Eighty-five percent (85%) of the premium of Long Term Disability Insurance shall be paid by the employer. The coverage shall be mandatory for eligible employees.
- 28.11 All employees working less than forty percent full-time equivalent (40% FTE) will not qualify for benefits as set out in this Article save and except for the sick leave provisions as in clause 28.04.
- 28.12 Employees not normally required to work during July and August shall prepay his/her portion of the benefits premiums, as applicable, prior to the commencement of the break period. Prepayment shall be deducted from the last pays which are issued prior to the commencement of the break period.
- 28.13 All the insurance mentioned in this clause shall be as more particularly described and set forth in the respective policies of insurance. Copies of these policies shall be sent to the Union as of the date of the signing of this Agreement only and in **future**, at the written request of the Union, whenever there are changes in the coverage provided in the policies. Any dispute over payment of benefits under

any such policies shall be adjusted between the employee and the insurer concerned.

28.14 The employer confirms that prior to switching the existing insurance carrier of the Benefits Plans, it will discuss such change at Union/Management. Such change(s) will not result in reduction of benefits contained in this Agreement.

Employment Insurance Premium Reduction

28.15 It is agreed that the Employment Insurance premium reduction allowed by Human Resources Development Canada will be applied by the employer toward the enhanced benefits available to the employees covered by this Agreement.

Access to Sick Leave Credits **Following Birth of Child**

28.16 In the ~~six~~ (6) week period of absence following the date of childbirth, an employee, with supporting medical documentation, shall be entitled to access the remainder of his/her sick credits and any sick credits in his/her accumulation register. The medical documentation shall confirm that health reasons prevent the employee from working up to a continuous six (6) weeks period following the birth of the child.

Article 29: Temporary Employees

29.01 (a) The employer may hire temporary employees for a period not to exceed ninety (90) continuous working days in any one (1) year.

(b) Such employees above shall not hereby become permanent or probationary employees unless the employee was retained for a period exceeding ninety (90) continuous working days.

(c) The employer agrees that an employee of an agency will be not engaged for a continuous period of more than forty-five (45) continuous working days in any one (1) position.

29.02 (a) Notwithstanding clauses 14.01(d) and 29.01(a) above, and where no internal applicants are available, the employer may hire a temporary employee to replace an employee on statutory pregnancy/parental leave of absence for up to fifty-two (52) weeks.

(b) Such temporary employees shall not hereby become permanent or probationary unless the employee is retained for a period greater of the length of the leave of fifty-two (52) weeks.

(c) Casual Employee - Custodial Services

- (i) The employer may hire employees on an ongoing basis in a "casual" status, to temporarily replace an employee who is absent from work due to illness or disability. However such positions will be posted pursuant to article 14.07 of the collective agreement where such period of absence is or is expected to be in excess of one hundred and twenty (120) days.
- (ii) Casual employees shall have the right to apply for positions posted under Article 14 of the collective agreement and where successful would acquire permanent status and seniority accordingly.
- (iii) Notwithstanding clauses 14.01 (d), 29.01(a) above, and where no internal applicants are available, the employer may hire a casual employee or temporary employee to replace an employee on statutory pregnancy/parental leave of absence for up to fifty-two (52) weeks.
- (iv) Where no internal applicants are available following 'a posting pursuant to article 14.07, the employer may hire a casual employee or temporary employee to replace an employee who is absent from work due to illness or disability.
- (v) Such casual employee or temporary employees shall not hereby become permanent or probationary unless the employee is retained for a period greater than the length of the pregnancy/parental leave of fifty-two (52) weeks or a period greater than the length of the absence from work due to illness or disability. In the event that an employee does not return to work within twenty-four (24) months a permanent position will be posted accordingly.
- (vi) A casual employee or temporary employee will not be covered by any terms and conditions of this Agreement, however shall receive the rate of pay in Schedule "A". Vacation pay in lieu shall be paid on a bi-weekly basis in accordance with statutory limitations.

29.03 It is the intention of the parties that no employee who has acquired seniority under this Agreement will be laid off by reason of the employer hiring employees under this Article.

29.04 A temporary employee will not be covered by any terms and conditions of this Agreement, and shall receive the rate of pay in Schedule "A". Vacation pay in lieu shall be paid on a bi-weekly basis in accordance with statutory limitations.

- 29.05 It is understood that the use of employees of an agency is not limited by this provision. Such persons are not covered by this Collective Agreement. The employer agrees that an employee of an agency will not be engaged for a continuous period of more than forty-five (45) consecutive working days in any one position.
- 29.06 Temporary employees hired by the employer in accordance with the provisions of any Federal or Provincial Government Funded Program shall not become permanent or probationary employees of the employer nor shall they be covered by any of the conditions of this Collective Agreement. The employer agrees that as a result of hiring people under these programs, no one in the bargaining unit will be laid off. Notwithstanding all of the above, the rates of remuneration and terms and conditions of employment for those hired under these programs shall be subject to the regulations of the program in use.
- 29.07 In each pay period, the employer will deduct from the pay of all temporary employees, an amount equal to its regular monthly Union dues in accord with duly authorized Union dues.

Article 30: Retirement

- 30.01 An employee shall be subject to retirement at the end of the month in which his/her sixty-fifth (65th) birthday occurs.

Article 31: Health and Safety

- 31.01 The employer and the Union agree to be bound by the provisions of the Occupational Health and Safety Act and its Regulations, as amended from time to time.

The Occupational Health and Safety Committee

- 31.02 Consisting of representatives of the employer, not less than one (1) representative and not more than three (3) representatives of CUPE Local 4186. The Local President and/or designate may be a member of *this* committee and the maximum number of three (3) remains unchanged.
- 31.03 Employees who are appointed to the Joint Occupational Health and Safety Committee as well as employees who are appointed as the Health and Safety

Representative(s) in the school shall be permitted to carry out their duties during regular working hours.

- 31.04 No employee shall be required to work on any job or operate any piece of equipment or use any product until he/she has received proper training and instructions.
- 31.05 In the case of an accident where an employee is taken to hospital by ambulance, the employer shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee.
- 31.06 The employer agrees to maintain a Joint Occupational Health and Safety Committee.
- 31.07 The Employer agrees to maintain the terms of reference as amended from time to time by the Joint Occupational Health and Safety Committee and as approved by the Board.
- 31.08 The employer agrees that it shall not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a pecuniary or other penalty against any person because he/she is engaged in a work stoppage, or in activity related to the work stoppage.
- 31.09 When an employee is unable to work as the result of a work injury and Loss of Earnings (LOE) benefits have been allowed by the Workplace Safety and Insurance Board, the employer will pay the LOE benefit plus the difference between the LOE benefit and his/her regular net pay for a period of six (6) months from the injury date.
- 31.10 On matters related to a work refusal, the process(es) established by the Joint Occupational Health and Safety Committee shall prevail.

Article 32: Major Technological Change

- 32.01 The employer shall notify the Union at least three (3) months before the introduction of any major technological changes which will impact members of the bargaining unit. This notice shall include the nature of the change and when the change would take effect.
- 32.02 The employer shall discuss any technological changes with the Union at a Union/Management meeting.

- 32.03 A permanent employee to be affected by the technological change shall be allowed a reasonable training period to acquire the necessary knowledge or skill.
- 32.04 No such employee as in 32.03 above shall be dismissed or have his/her regular hours or rate of pay reduced by the employer because of a technological change provided the employee has the skills, experience, ability and qualifications to perform the work that remains available.

Article 33: Job Security

- 33.01 No permanent employee shall be laid off from employment due to the employer contracting out any of its present work or services.
- 33.02 Notwithstanding provisions of this Collective Agreement, employees who are Officers of the Union shall be the last to be laid off work provided they have the skill, ability, experience and qualifications to perform the work which is available.

Article 34: Transfers

- 34.01 Where in the opinion of the employer and/or the employee, a transfer is appropriate, the employee affected, the employer and the Union shall meet to discuss the transfer. If agreeable to all parties, the Employee will be transferred into a suitable vacant equal rated position. Discussion between the employer and the Union shall determine whether the position shall be subject to Article 14.
- 34.02 For purposes of this Article, an "equal rate position" is defined as a position with the same rate of pay and the same number of hours of work.

Article 35: Educational Assistance

- 35.01 Educational Assistance is available for the purpose of encouraging employees to obtain additional education to assist in their career development. Financial assistance is subject to funding availability.
- (a) Employees who have successfully completed their probationary period are eligible to apply.

- (b) Arrangements must be discussed and pre-approved by the employee's immediate supervisor.
- (c) Upon receipt of proof that the employee has successfully completed the course, pre-approved expenses will be reimbursed.
- (d) Where an employee is specifically required by the employer to undertake any course of instruction or attend any seminar or conference, reimbursement for transportation, travelling expenses and course fees shall be paid by the employer at the rates laid down for employees in its policies, by-laws and regulations.
- (e) Time off during working hours for an employee to write an exam for a course above shall be subject to the approval of his/her immediate supervisor or his/her designate and shall not be unreasonably withheld. Such time off shall result in no loss of pay.

Article 36: General Conditions

- 36.01 The employer shall designate bulletin board space which shall be accessible to all employees and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 36.02 The employer shall supply all equipment required by employees in the performance of their work duties. Replacement will be made by producing the worn or broken tools or providing evidence that the tool was lost.
- 36.03 On termination of employment for any reason, the employer shall provide a letter of reference on request.
- 36.04 With the prior permission of the employer, the Union may hold meetings and distribute union literature on the employer's property without charge, provided such meetings do not interfere with the operations of the buildings in which they are held. Employees on their working hours may not be involved unless permission has been given by the employer.
- 36.05 The Union shall have access to the use of the internal courier service of the employer, printing, copying services at a reasonable rate and the use of the fax services.

- 36.06 (a) No employee shall be required to do any medical or health related procedure for students until he/she has received proper training and instruction specific to the procedure.
- (b) The employer and the Union shall establish a Joint Committee by September 30, 1999 to review the procedures, to identify gaps, if any, and to design training programs related to medication administration and medical and health related procedures for students.
- 36.07 (a) The employer shall supply each custodian and maintenance employee on or before the first day of September each year uniform clothing on the following basis:
- Permanent Staff**
 Three (3) pairs of trousers
 Two (2) pair of shorts
 Four (4) shirts
 Coveralls where deemed necessary by the employer according to the type of work being performed
 OR
 Four (4) smocks or pantsuits
- (b) The employer agrees to supply every two (2) years, one (1) pair of safety boots for each maintenance staff member. If the employee can satisfy the employer that one (1) pair every two (2) years is not sufficient, the employer shall provide another pair. Winter parkas shall be provided at the discretion of the employer.

Apprenticeship

- 36.08 An apprentice training program, if developed, will be consistent with the following principles:
- (a) The employer may either select an employee from within the bargaining unit or hire an employee from outside the bargaining unit. This choice will be at the employer's discretion and the posting requirements of Article 14 do not apply.
- (b) An apprentice who is hired from outside the bargaining unit will have no seniority rights and may be terminated at the discretion of the employer. The decision of the employer shall not be subject to a difference or dispute between the parties and therefore shall not be arbitrable under this

Agreement. If retained, he/she will be credited with seniority for the program.

- (c) An apprentice who is selected from the bargaining unit will continue to accumulate seniority during the program. During the first six (6) months of apprenticeship, such apprentice may decide at his/her discretion to return to his/her former classification or be returned to his/her former classification at the discretion of the employer. After such **six (6)** month period and prior to the completion of the program, any termination will be governed by the Apprenticeship Act.
- (d) Training will be in accordance with the Ministry of Labour regulations and the scale of pay will be by percentage of the Journeyman rate set out in this contract. However, the minimum rate will be the Class 16 Rate of Schedule "A" appended to this Agreement.
- (e) On completion of training and graduation to Journeyman, the continuance of employment will be at the discretion of the employer. The employee will not have the option of bumping into another classification.
- (f) Aside from items 36.08 (a) to (e) above, an apprentice will be covered by all the terms and provisions of the Collective Agreement.

Article 37: Salary

37.01 The parties agree that Schedule "A" forms part of the Collective Agreement.

37.02 **As** of June 30, 1998, employee(s) from a predecessor board who were receiving pay and allowances, if any, at rates higher than the rates in Schedule "A" shall continue with that higher pay rate provided the employee remains in the position.

37.03 Where the employer requires an employee **to** be a member of a Professional Association, the employer shall pay the annual membership fee, if any.

37.04 (i) In addition to the rates in Schedule "A" of **this** Agreement, fifty (\$0.50) cents per hour will be paid for each of **up** to three certificates recognized by the Ministry of **Skills**, Development and Training. Any additional certificates must be requested by the employer. Where the employer requests other categories to obtain a Department of Labour Certificate, fifty (\$0.50) cents per hour will be given for each Certificate required.

- (ii) Notwithstanding Article 37.01 above, the Charge Painter shall receive an additional ninety (\$0.90) cents per hour as a responsibility allowance for such time as he/she remains in the position.

37.05 The employer agrees to pay for the renewal of Ministry of Labour Journeyman papers for all trades as required by the employer.

Article 38: Payment of Wages and Allowances

38.01 Pay schedules shall continue based on the current bi-weekly process.

38.02 Payment of salary shall be by direct bank deposit into the employee's bank account.

Travel Allowance

38.03 (a) Each employee shall bear the cost of travelling from home to his/her first daily assignment and from his/her last daily assignment to home.

(b) Audio-visual technicians, computer technicians, communications assistants and floater custodians shall be assigned a designated work location for the purposes of this Article.

(c) Effective September 1, 2008, employees required to travel for the purpose of conducting Board business shall receive a travel allowance in accordance with Board Policy G 1.11, Regulations and G 1.11 R and Procedure D 4.034.

(d) An employee who is required to travel between schools in the same workday shall be granted reasonable time to travel between those schools.

38.04 An employee who is required to handle cash shall not be responsible for shortages, except in the case of criminal negligence.

Article 39: Copies of Agreement

39.01 Each employee covered by this Collective Agreement shall receive a copy within thirty (30) days after the Agreement has been signed and dated by all parties as in Article 42.

Article 40: General

40.01 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine, or masculine has been used where the context of the party or parties hereto so required.

Article 41: Term of Agreement

41.01 This Agreement shall remain in full force and effect from September 01, 2008 and shall continue until midnight August 31, 2012 and from year to year thereafter unless in any year not more than ninety (90) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

Article 42: Agreement Signatures

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the 16th day of December, 2009.

**LONDON DISTRICT
CATHOLIC SCHOOL BOARD**

**CANADIAN UNION OF PUBLIC
EMPLOYEES ON BEHALF OF LOCAL
4186**

M. Zedler

R. Jones

[Signature]

Maria Bell

[Signature]

Jana Wynne

W. MacLennan

G. Wilkesburg

Patricia C. Kuper

[Signature]

Jenda Suwan

Jenna [Signature]

SCHEDULE "A"

PROFESSIONAL SUPPORT, SECRETARIAL AND CLERICAL

Group 1 (a): Noon Hour Assistants, Cafeteria Assistants

Group 1 (b): Elementary School Student Supervisors

Group 2 (a): Employees designated as Receptionist, Switchboard, Mail Clerk, Secretary Secondary, Evening Secretary

Group 2 (b): Employees designated as Attendance Secondary, Secretary of Learning Services

Group 3: Employees designated as Secretary of Purchasing, CIRT, Assessment, School Services, Adult and Continuing Education Program

Group 4: Employees designated as Secretary of Guidance, Transportation, Building Services, Building Services FMMS and BAS Clerk, Secretary to Coordinator Self and Society

Group 5: Employees designated as Accounting, Secretary to Superintendent, Secretary Elementary, Pensions/Payroll Clerk, Data Entry Clerk Secondary, Secretary to the Executive Secretary

Group 6: Employees designated as Assistant Buyer-Purchasing

Group 7: Employees designated as Library Technicians Secondary Schools, Audio-visual Technicians, Computer Systems Assistants, Computer Support Technicians, Computer Education Resource Assistants, Equipment Technicians, Educational Assistants/7 hours, Educational Assistants/6.5 hours, Educational Assistant-Interpreter, Intervenors, Communications Assistants

Group 8: Employees designated as Head Secretary Secondary, Chaplaincy Leader, Librarians, CIRT Librarian, CIRT Computer Support Assistant, Recreation Assistant, Learning Materials Cataloguer

SCHEDULE “A” - CUSTODIAL

- Group 9: Employees designated as Charge Custodians at Secondary Schools.
- Group 10: Employees designated as Charge Custodians at Elementary Schools.
- Group 11: Employees designated as Custodians at Secondary or Elementary Schools.
- Group 12: Employees designated as temporary working as Custodians at Secondary or Elementary Schools. (Casuals and Students are Temporary).

SCHEDULE “A” – MAINTENANCE

- Group 13: Employees designated as Certified Tradesmen for positions requiring Journeymen’s papers as recognized by the Ministry of Skills and Development.
- Group 14: Employees designated as Skilled Tradesmen for positions requiring a Community College Technical Certificate/Diploma
- Group 15: Employees designated as General Tradesmen for positions requiring general knowledge and skill
- Group 16: Employees designated as Temporary working in a Maintenance Job Classification. (Casuals and Students are Temporary).

Salary Grids
Professional Support, Secretarial and Clerical
August 31, 2008

0.7% increase

Group	<u>Years of Experience</u>			
	0	1	2	3
1	\$10.84	\$11.41	\$12.00	\$12.57
2 (a)	\$17.46	\$18.24	\$19.07	\$19.90
2 (b)	\$18.24	\$19.07	\$19.90	\$20.79
3	\$17.66	\$18.42	\$19.26	\$20.13
4	\$18.70	\$19.53	\$20.39	\$21.32
5	\$19.57	\$20.45	\$21.35	\$22.30
6	\$21.55	\$22.51	\$23.47	\$24.53
7	\$21.00	\$21.76	\$22.57	\$23.33
8	\$22.59	\$23.40	\$24.22	\$25.06

Custodial
August 31, 2008

0.7% increase

Group	<u>Years of Experience</u>			
	0	1	2	3
9	\$20.21	\$20.83	\$21.43	\$22.05
10	\$19.72	\$20.31	\$20.92	\$21.54
11	\$18.41	\$18.99	\$19.55	\$20.13
12	\$16.01	\$16.01	\$16.01	\$16.01

Maintenance
August 31, 2008

0.7% increase

Group	<u>Years of Experience</u>			
	0	1	2	3
13	\$23.16	\$23.97	\$24.74	\$25.50
14	\$20.13	\$20.79	\$21.49	\$22.14
15	\$19.04	\$19.67	\$20.31	\$20.96
16	\$17.49	\$17.49	\$17.49	\$17.49

**Professional Support, Secretarial and Clerical
September 1, 2008**

3.0 % increase

Group	<u>Years of Experience</u>			
	0	1	2	3
1 (a)	\$11.17	\$11.75	\$12.36	\$12.95
1 (b)	\$16.25	\$16.74	\$17.24	\$17.76
2 (a)	\$17.98	\$18.79	\$19.64	\$20.50
2 (b)	\$18.79	\$19.64	\$20.50	\$21.41
3	\$18.19	\$18.97	\$19.84	\$20.73
4	\$19.26	\$20.12	\$21.00	\$21.96
5	\$20.16	\$21.06	\$21.99	\$22.97
6	\$22.20	\$23.19	\$24.17	\$25.27
7	\$21.63	\$22.41	\$23.25	\$24.03
8	\$23.27	\$24.10	\$24.95	\$25.81

Custodial

September 1, 2008

3.0 % increase

Group	<u>Years of Experience</u>			
	0	1	2	3
9	\$20.82	\$21.45	\$22.07	\$22.71
10	\$20.31	\$20.92	\$21.55	\$22.19
11	\$18.96	\$19.56	\$20.14	\$20.73
12	\$16.49	\$16.49	\$16.49	\$16.49

Maintenance

September 1, 2008

3.0 % increase

Group	<u>Years of Experience</u>			
	0	1	2	3
13	\$23.85	\$24.69	\$25.48	\$26.27
14	\$20.73	\$21.41	\$22.13	\$22.80
15	\$19.61	\$20.26	\$20.92	\$21.59
16	\$18.01	\$18.01	\$18.01	\$18.01

**Professional Support, Secretarial and Clerical
September 1, 2009**

3.0 % increase

Group	<u>Years of Experience</u>			
	0	1	2	3
1 (a)	\$11.50	\$12.10	\$12.73	\$13.34
1 (b)	\$16.74	\$17.24	\$17.76	\$18.29
2 (a)	\$18.52	\$19.35	\$20.23	\$21.11
2 (b)	\$19.35	\$20.23	\$21.11	\$22.06
3	\$18.74	\$19.54	\$20.43	\$21.36
4	\$19.84	\$20.72	\$21.63	\$22.62
5	\$20.76	\$21.70	\$22.65	\$23.66
6	\$22.86	\$23.88	\$24.90	\$26.02
7	\$22.28	\$23.09	\$23.94	\$24.75
8	\$23.97	\$24.83	\$25.69	\$26.59

Custodial

September 1, 2009

3.0 % increase

Group	<u>Years of Experience</u>			
	0	1	2	3
9	\$21.44	\$22.10	\$22.74	\$23.39
10	\$20.92	\$21.55	\$22.19	\$22.85
11	\$19.53	\$20.15	\$20.74	\$21.36
12	\$16.99	\$16.99	\$16.99	\$16.99

Maintenance

September 1, 2009

3.0 % increase

Group	<u>Years of Experience</u>			
	0	1	2	3
13	\$24.57	\$25.43	\$26.25	\$27.05
14	\$21.36	\$22.06	\$22.80	\$23.49
15	\$20.20	\$20.87	\$21.55	\$22.24
16	\$18.56	\$18.56	\$18.56	\$18.56

Professional Support, Secretarial and Clerical
September 1, 2010

3.0 % increase

Group	<u>Years of Experience</u>			
	0	1	2	3
1 (a)	\$11.85	\$12.47	\$13.11	\$13.74
1 (b)	\$17.24	\$17.76	\$18.29	\$18.84
2 (a)	\$19.08	\$19.93	\$20.84	\$21.75
2 (b)	\$19.93	\$20.84	\$21.75	\$22.72
3	\$19.30	\$20.13	\$21.05	\$22.00
4	\$20.43	\$21.34	\$22.28	\$23.30
5	\$21.38	\$22.35	\$23.33	\$24.37
6	\$23.55	\$24.60	\$25.65	\$26.80
7	\$22.95	\$23.78	\$24.66	\$25.49
8	\$24.68	\$25.57	\$26.47	\$27.38

Custodial

September 1, 2010

3.0 % increase

Group	<u>Years of Experience</u>			
	0	1	2	3
9	\$22.08	\$22.76	\$23.42	\$24.09
10	\$21.55	\$22.19	\$22.86	\$23.54
11	\$20.12	\$20.75	\$21.36	\$22.00
12	\$17.49	\$17.49	\$17.49	\$17.49

Maintenance

September 1, 2010

3.0 % increase

Group	<u>Years of Experience</u>			
	0	1	2	3
13	\$25.31	\$26.19	\$27.03	\$27.86
14	\$22.00	\$22.72	\$23.48	\$24.19
15	\$20.81	\$21.49	\$22.19	\$22.90
16	\$19.11	\$19.11	\$19.11	\$19.11

**Professional Support, Secretarial and Clerical
September 1, 2011**

3.0 % increase

Group	<u>Years of Experience</u>			
	0	1	2	3
1 (a)	\$12.20	\$12.84	\$13.51	\$14.15
1 (b)	\$17.76	\$18.29	\$18.84	\$19.41
2 (a)	\$19.65	\$20.53	\$21.46	\$22.40
2 (b)	\$20.53	\$21.46	\$22.40	\$23.40
3	\$19.88	\$20.73	\$21.68	\$22.66
4	\$21.05	\$21.98	\$22.95	\$24.00
5	\$22.03	\$23.02	\$24.03	\$25.10
6	\$24.25	\$25.34	\$26.42	\$27.61
7	\$23.64	\$24.49	\$25.40	\$26.26
8	\$25.43	\$26.34	\$27.26	\$28.21

Custodial

September 1, 2011

3.0 % increase

Group	<u>Years of Experience</u>			
	0	1	2	3
9	\$22.75	\$23.44	\$24.12	\$24.82
10	\$22.20	\$22.86	\$23.55	\$24.24
11	\$20.72	\$21.37	\$22.00	\$22.66
12	\$18.02	\$18.02	\$18.02	\$18.02

Maintenance

September 1, 2011

3.0 % increase

Group	<u>Years of Experience</u>			
	0	1	2	3
13	\$26.07	\$26.98	\$27.85	\$28.70
14	\$22.66	\$23.40	\$24.19	\$24.92
15	\$21.43	\$22.14	\$22.86	\$23.59
16	\$19.69	\$19.69	\$19.69	\$19.69

LETTER OF AGREEMENT I

In the event that the number(s) of Educational Assistants at a work location is reduced, the Employer will ask for a volunteer(s) to declare him/herself surplus to that location.

In the event that a volunteer(s) is not declared, the supervisor will make that decision, considering relative seniority, the requirements and efficiency of operations, and ability, knowledge, training, aptitude and skill of the Educational Assistants to do the job.

Notwithstanding the provisions of Article 14.02(i) (Job Posting), such surplus employee(s) shall be given first consideration when applying to the same job in a different location.

LETTER OF AGREEMENT II

The parties agree that an educational training program for the selection of employees who wish to become charge custodians, will be established by the Board with input from CUPÉ 4186.

The training program would create a pool of qualified individuals who would be eligible to apply to posted charge custodian vacancies. When no current charge custodian applies to a posting, the successful candidate will be selected from the custodial pool based on seniority.

LETTER OF AGREEMENT III

Joint Job Evaluation Committee

The Committee shall be responsible to evaluate all new positions and any existing positions as in Schedule "A" that have been amended due to any significant change in responsibilities. This Committee shall ensure the maintenance of internal equity and the ongoing maintenance of the Pay Equity Plan as established by the Parties in September 2001. For the purpose of this Agreement, internal equity shall be defined as the utilization of a common tool to evaluate all positions within the Bargaining Unit.

The Parties agree that the job evaluation process will be maintained according to the Terms of Reference for Job Evaluation, dated 2003, October 10.

LETTER OF UNDERSTANDING I

Provincial Committees from PDT items 4, 6, 10 and 12

Whereas the parties to the PDT agreement have indicated their intention to establish committees at the Provincial level; Joint Task Group on Violence in the Workplace, Green **Clean** Working Group, Support Workers Advisory Group (SWAG) and a Tripartite Benefits Committee, the London District Catholic School Board and the Canadian Union of Public Employees, Local

4186, agree that in the event a member of the bargaining unit is appointed to either of these committees, the Board will approve the release time for the employee to participate.

Furthermore, and provided that the Board is reimbursed, the employee will not suffer loss of pay or benefits for time spent attending committee meetings.

It is the understanding of the parties that the Ministry of Education has made the commitment to pay all expenses related to participation on these committees and it is further agreed that any money received by the employee directly from the Ministry in this regard, exclusive of travel allowance and living expenses shall be remitted to the Board.

LETTER OF UNDERSTANDING II

PDT item #3 – Professional Development and Training

The Board will receive, in 2008-2009, a one-time allocation for professional development and training for educational support workers. The allocation of the CUPE bargaining unit's proportional share of the Ministry of Education funding enhancements for Professional Development and Training for Education Support Workers in the PDT is calculated as the ratio between the CUPE bargaining unit's F.T.E. to total F.T.E. of the Board's unionized and non-unionized education support workers as reported in the Board's 2006-2007 Financial Statements.

The resultant allocation to the CUPE Bargaining unit is \$169,048.

These funds will be fully used to support the Professional Development and Training for the bargaining unit in 2008-2009 and/or 2009-2010 school years.

It is agreed that a joint professional development committee with equal representation from Management and CUPE with no more than six (6) in total will be established within sixty (60) days of ratification for the sole purpose to review professional development opportunities and make recommendations for upcoming professional development sessions in the 2008-2009 and/or 2009-2010 school years in accordance with the PDT and apportioned PD funds.

LETTER OF UNDERSTANDING III

PDT Issue #12 – Group Benefits and Other Working Conditions

The Board and the Union agree that the Board's share of the 2008-2009 benefits funding announced in the August 2007 enhancements and allocated through the increased benchmarks in the GSN on March 26, 2008 shall be used to assist the Board with existing cost of benefits.

In accordance with the PDT Agreement, all group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised within the parameters of the PDT agreement, shall, at a minimum, remain *status quo* for the 2008 to 2012 Collective Agreement. [Current ODA rates for Dental Plan to be continued].

The parties agree to negotiate the enhancements to group benefits and other working conditions for implementation by September 1, 2010, through a Joint Committee. Provided that proposed enhancements conform to any regulatory limitations and that the costs of the enhancements are sustainable the preference as to which specific benefits will be reviewed for implementation shall be determined by the Joint Committee. The local Bargaining Unit's share of the Board's allocation under the enhancement shall be the ratio of its F.T.E. of employees eligible for benefits compared to the total F.T.E. of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit shall be excluded. The Board agrees to spend no less than their allocated amount under this enhancement.

The Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.

Upon request, the Board shall provide the local Bargaining Unit with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar but not limited to the information provided by School Boards in a public procurement process.

The parties agree to consider this Letter of Understanding as expired once the requirements contained in the letter have been met.

LETTER OF UNDERSTANDING IV

PDT – Elementary Supervision

The parties agree that all full-time Educational Assistants will have their hours scheduled at seven (7) hours per day effective September 1, 2011.

The parties also agree to the establishment of a new position to assist with elementary student supervision outside of the instructional hours. The daily hours shall not exceed two (2) hours of remuneration in accordance with Schedule "A".

The position title is Elementary School Student Supervisor and shall be included in Schedule "A" effective upon ratification.

The rate of pay for this position is established at \$16.25 effective upon ratification, and shall be increased by 3% on September 1, of 2009, 2010 and 2011.

All current CUPE Noon Hour Assistants will be given first opportunity to apply to these positions.

The Board will establish and provide adequate training.

The parties agree that a portion of the new allocation in the GSN Pupil Foundation Grant, starting in 2008-2009, to enhance funding for student supervision will be applied to support the foregoing positions.

LETTER OF UNDERSTANDING V

PDT Implementation – Education Assistants

Education Assistants covered by this collective agreement are currently employed for at least one hundred and ninety-four (194) paid working days per school year, which level shall be maintained.

Section 5 of the PDT Agreement dated May 27, 2008 details, among other things, the government's intention, to introduce a new allocation in the GSN Pupil Foundation Grant starting in 2008-2009 to enhance funding for student supervision.

Furthermore section 5 of the PDT Agreement dated May 27, 2008 details the government's intentions to:

- Increase the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% in 2011-2012, and;
- Increase the Special Education Per Pupil Amount (SEPPA) in the GSN in 2011-2012;

Subject to the above, the Board will apply these funding enhancements in 2011-2012 to increase, if required, the number of hours worked by Education Assistants up to seven (7) hours per day.

In the event that there is residual funding from the 2011-2012 allocation the Board will use the funds to offset the cost of, or **add** to, the complement of seven (7) hour Education Assistant positions.

The Board **will** share the actual calculations and application of the actual enhancement when those figures are finalized.

The incremental hours added to provide seven (7) hours worked by Education Assistants per day must include scheduled supervision of students or after-school homework support.

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

Any dispute arising from the implementation of this agreement may be referred to arbitration by either of the parties. **An** arbitrator shall have the jurisdiction to determine whether the implementation of this agreement has been completed in accordance with the terms of this agreement and the PDT Agreement and to make orders and grant remedies as deemed appropriate.

LETTER OF UNDERSTANDING VI

The total, baseline F.T.E. of employees in the bargaining unit will be established as of October 31, 2008. The Board will report this number of F.T.E. by December 15, 2008.

LETTER OF UNDERSTANDING VII

Staffing Funding Enhancement for 2009-2010 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 2009-2010 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**, commencing in 2009-2010, in the manner described below;

Subject to the above, commencing in 2009-2010, the Board will apply this enhanced funding, **up** to the value of the Board's share, in the following order:

1. Offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment.
2. Use all remaining funds to:
 - Ensure that elementary schools with an Average Daily Enrolment of more than one hundred (100) students have an Office Staff person working thirty-five (35) hours per week; and/or
 - Hire additional unionized Board-employed Elementary School Office Support Staff in 2009-2010.

The estimated enhanced funding for 2009-2010 is \$62,549.00.

Any dispute arising from the implementation of this agreement may be referred to arbitration by either of the parties. **An** arbitrator shall have the jurisdiction to determine whether the implementation of this agreement has been completed in accordance with the terms of this agreement and the PDT agreement, and to make orders and grant remedies as deemed appropriate.

LETTER OF UNDERSTANDING VIII

Staffing Funding Enhancement Commencing in 2009-2010 Custodial/Maintenance/Trades Staff (School Operations)

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-2010 the School Operations benchmark per square meter by \$1.41;

WHEREAS the Government will require that this funding enhancement commencing in 2009-2010 be fully used to address the workload of Custodial, Maintenance, Skilled Trades and Building Security staff;

Subject to the above, commencing in 2009-2010, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

1. Offset staff reductions of Custodial/Maintenance/Skilled Trades staff that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment;
2. Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance/Skilled Trades staff in 2009-2010 up to the value of the Board's share of this new allocation.

The Board will share the actual calculations and application of the actual enhancement when those figures are finalized. This process will occur annually up to and including the 2011-2012 school year.

Any dispute arising from the implementation of this agreement may be referred to arbitration by either of the parties. An arbitrator shall have the jurisdiction to determine whether the implementation of this agreement has been completed in accordance with the terms of this agreement and the PDT agreement, and to make orders and grant remedies as deemed appropriate.

LETTER OF UNDERSTANDING IX

Note 1 This letter is for information purposes only and is not grievable.

Note 2 During the term of this agreement any amendments under OMERS will similarly be applied to this document.

Re: OMERS LANGUAGE REGARDING: DEFINITION OF CONTRIBUTORY EARNINGS

Definition of contributory earnings

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

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, 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, provided service is extended (the member must be kept whole, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable 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 direct expense reimbursement);
- Ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses that are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

Attachment #1

Articles that apply to the ESL and LBS Instructors:

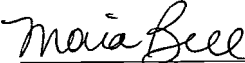
Article 1:	Purpose of Agreement.....	6
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Article 5:	Union Representation.....	7
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Memorandum of Settlement
Between
London District Catholic School Board
And
CUPE Local 4186 Representing
ESL and LBS Instructors

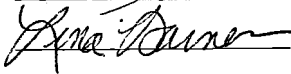
The parties agree to recommend ratification of the following:

1. List of existing collective agreement provision to **be** 'included' for the ESL and LBS Instructors. (Attachment #1)
2. New provision for Seniority, Redundancy and Recall. (Attachment #2)
3. Seniority Lists 'A' and 'B' including Article 13.02, pending 30 day period for confirmation by employees. (Attachment #3)
4. Current practice applied to TPP, and OMERS will continue for ESL and LBS Instructors.
5. Outline of English as a Second Language and LBS Qualifications requirements including grandfathering provision effective April 24, 2007. (Attachment #4a and 4b)
6. In addition to Articles listed in 1., **the** following Articles will **be** applied to ESL and LBS Instructors:
Art. 5, art. 7, Art. 9, Art. 15, Art. 16, **Art. 19.01**, Art. 19.03, Art. 19.04 a) and b), **Art.** 19.05, Art. 19.06, Art. 19.07, Art. 19.08, **Art. 27.04** a), b), c), d).
7. Schedule 'A' and Salary Grids. (Attachment #5)

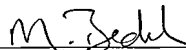
For the Union

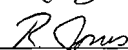






For the Board





Attachment #2

ESL and LBS Instructors - Centre for Lifelong Learning

SENIORITY, REDUNDANCY AND RECALL

1. Determination of Seniority

- (a) For the purposes of this Agreement, seniority shall be defined as the length of continuous service in the Bargaining Unit with the Board.
- (b) Seniority shall be calculated from the **first** day worked **and** shall accumulate as long as the instructor remains an employee of our Board and shall continue across:
 - (i) a layoff within the period during which the instructor was entitled to be recalled;
 - (ii) any authorized leave of absence.

2. Loss of Seniority

- (a) Seniority and seniority rights shall cease if:
 - (i) the instructor retires or resigns the instructor's employment with the Board;
 - (ii) the instructor's employment is terminated **and** the instructor is not reinstated;
 - (iii) the instructor is laid off for twelve (12) consecutive months;
 - (iv) the instructor fails to notify the Board within seven (7) calendar days of receiving the notice of recall of their intent to return, **has** not been received in writing and failed to report for work on the date and at the time specified in the Board's notice.

3. Seniority Lists – ESL Instructors – List “A” and LBS Instructors – List “B”

- (a) **The** Seniority Lists shall contain the names of all instructors employed on *an* hourly basis to instruct in ESL and LBS classes at **the** Centre for Lifelong Learning. **An** employee's name cannot appear on both List “A” and List “B”. Only one list applies to each instructor.
- (b) By February **28th** of each year, the Board shall provide to the President of the Union updated lists, in descending order of **seniority**, containing the names of all instructors covered by clause (a) above, the most recent date of commencement of employment, and FTE status.

4. Layoff Procedures

- (a) **All** instructors employed to instruct ESL and LBS classes shall be declared redundant at the completion of the class(es) for which they had been employed to instruct and placed on Redundancy List “A” or “B”.
- (b) In the event that an ESL or LBS class is cancelled **after** its start date, the affected instructor in the **Unit** shall be given forty-eight (**48**) hours notice in writing and placed on Redundancy List “A” or “B” according to seniority with no further consideration of employment until another ESL or LBS class(es) becomes available for which they have the required qualifications.
- (c) Where classes are combined after their start date, the Principal will canvass the currently assigned instructors for an individual who may wish to volunteer for layoff. Where no volunteer comes forward, the least senior of the two (2) affected instructors will be placed on layoff and shall be given forty-eight (**48**) hours notice in writing and placed on Redundancy List “A” or “B” according to seniority with no further consideration of employment until another ESL or LBS class(es) becomes available for which they have the required qualifications.
- (d) While on layoff, instructors shall report any change of address or telephone number to the appropriate supervisor.

5. Recall Procedures

- (a) Instructors on Redundancy List “A” or “B” shall be recalled in order of greater seniority, provided they have the required qualifications for the available position(s).

Attachment #3

London District Catholic School Board- Human Resources Services

CUPE 4186 - English as a Second Language Instructors- Seniority List as of February 28, 2009

List A

<u>No.</u>	<u>Name</u>	<u>Position Title</u>	<u>Seniority date</u>
1	Sontrop, Margarita	ESL Instructor	29-Oct-1990
2	Behrens, Jinny	ESL Instructor	10-Sep-1991
3	Heipel, Robert	ESL Instructor	13-Sep-1995
4	Thompson, Barbara	ESL Instructor	15-Nov-1999
5	Kannar, Melinda	ESL Instructor	10-Sep-2001
6	Lovenjak, Marianne	ESL Instructor	10-Oct-2001
7	Gorman, Belinda	ESL Instructor	4-Feb-2002
8	Shaw, Linda	ESL Instructor	18-Apr-2005
9	Lambom-Miller, Jane	ESL Instructor	11-Sep-2006

London District Catholic School Board- ~~Human~~ Resources Services

CUPE 4186 - Literacy and Basic Skills Instructors- Seniority List as of February 28, 2009

List B

<u>No.</u>	<u>Name</u>	<u>Position Title</u>	<u>Seniority date</u>
1	Karamboulas, Helen	Literacy and Basic Skill Instructor	03-Jan-2007
2	Vlieland, Kim	Literacy and Basic Skill Instructor	10-Sept-2007

Article 13.02:

The Employer will **maintain** a seniority list showing each employee's name, his/her job classification and date of hire. By February 28th in each year, the Employer will post copies of the list on all bulletin boards and will send one (1) copy *to* the Union. Complaints about the accuracy of the seniority list will be considered within **thirty** (30) days of the date of such posting, at which time, the list shall be deemed to be accurate.

Attachment #4a

English as a Second Language - ESL

Qualifications:

Minimum of a three-year college or university degree, additional training/experience in teaching adults, TESL certification, Language proficiency.

Skills required:

- excellent presentation skills and the ability to deliver effective lessons to adults
- ability to evaluate and report on learner progress with recognized assessment tools
- proficiency in all aspects of language development in reading, writing, listening and speaking
- able to develop materials and curriculum for adult learners that match Canadian Language Benchmarks
- excellent teamwork skills to collaborate in the evaluation and placement of adult students

Responsibilities:

- a Providing instruction to adults using the Canadian Language Benchmarks for reading, writing, listening and speaking
- Ensuring course material is prepared in advance and providing course outlines and updates to the English Second Language (ESL) Coordinator
- Providing on-going assessment, evaluation and feedback to students
- a Attending program meetings to review curriculum, program plans and assessment
- a Providing and grading final end of term placement tests
- Collaborating with other instructors in determining final CLB placements
- a Meeting **with** students at end of term to discuss final placements
- a Participating in cultural activities and field trips
- Providing one-on-one or small group tutoring as required
- a Performing other duties as may be required from time to time.

Effective April 24, 2007 all ESL Instructors will be deemed qualified and have met the criteria outlined above.

Note: The Board intends to fill vacancies based on the above qualifications and criterion.

Attachment #4b

Literacy and Basic Skills - LBS

Qualifications:

University degree, additional training/experience in teaching adults, Ontario Certified Teacher, plus appropriate additional qualification course, such as Special Education

Part I, Reading Part I

Skills required:

- know how to develop individual training plans and employ effective instructional strategies based on that students learning style and special needs
- know how to get the necessary background knowledge they need about the workplace
- understand what training is necessary for their particular learners' goals
- know how to provide training for the skills, knowledge and behaviors that employers are looking for
- know how to deliver authentic employment-related training that is successful..

Responsibilities:

- Applying the principles of goal-directed assessment
- Collaborating in the development of training plans for all students
- Selecting and developing appropriate learner-centered employment related curriculum/materials
- Participating in ongoing professional development opportunities
- Contributing to ongoing program development and evaluation of the program
- Attending to various administrative duties such as record keeping and reporting
- Performing other duties as may be required from time to time

Effective April 24, 2007 all LBS Instructors will be deemed qualified and have met the criteria outlined above.

Note: The Board intends to fill vacancies based on the above qualifications and criterion.

Attachment#5

C.U.P.E. Local 4186 – ESL and LBS Instructors

Schedule “A” and Salary Grids

Schedule “A” – ESL AND LBS INSTRUCTORS - CFL

- Group 17: English as a Second Language (ESL) Instructors, non-certified.
- Group 18: English as a Second Language(ESL) Instructors, certified.
- Group 19: Literacy and Basic Skills(LBS) Instructors, non-certified.
- Group 20: Literacy and Basic Skills(LBS) Instructors, certified.

Salary Grid

September 01 2008		September 01 2009		September 01 2010		September 01 2011	
<u>Group</u>		<u>Group</u>		<u>Group</u>		<u>Group</u>	
17	34.14	17	35.16	17	36.21	17	37.30
18	35.29	18	36.35	18	37.44	18	38.56
19	34.14	19	35.16	19	36.21	19	37.30
20	35.29	20	36.35	20	37.44	20	38.56

LETTER OF UNDERSTANDING X

Re: Staffing Funding Enhancement in 2009-10
Continuing Education and International Languages Instructors

WHEREAS the Government ~~has~~ indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to enhance the funding benchmarks for the Continuing Education and the International Languages, Elementary components of the Continuing Education and Other Programs Grant in the GSN by 3.5% in 2009-10.

WHEREAS the Parties agree that this incremental funding shall be used in local bargaining for improvements in working conditions for education support workers delivering Continuing Education programs.

Subject to the above, in 2009-10, the Board and the Union will meet prior to September 1, 2009, to discuss the application of this enhancement funding, up to the value of the Board's share, to improve working conditions for the ESL and LBS Instructors.

The Board will share the actual calculations when the figures are finalized.

Any dispute arising from the implementation of this agreement may be referred to arbitration by either of the parties. **An** arbitrator shall have the jurisdiction to determine whether the implementation of this agreement has been completed in accordance ~~with~~ the terms of this agreement and the PDT agreement, **and** to make orders and grant remedies as deemed appropriate.