



ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD
Lighting the Way ~ Rejoicing in Our Journey

COLLECTIVE AGREEMENT

between

THE ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4168

January 1, 2009 to August 31, 2012

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ARTICLE 1 PREAMBLE

Whereas it is the desire of the parties to establish and maintain a co-operative and harmonious working relationship between the Board and the members of C.U.P.E. bargaining unit and whereas it is the desire of the parties to provide the highest quality of service, the parties recognize the value of joint discussions and negotiations in all matters pertaining to the terms and conditions of employment which encourages efficiency in operations and promotes the well-being of all parties.

Therefore the parties agree as follows:

ARTICLE 2 DEFINITIONS

Actively Employed – an employee who reports to the Board for work or any other such location as may be required by the Board, on vacation or on an approved paid leave of absence.

Board – means the St. Clair Catholic District School Board.

Board Sanctioned Business – authorized Board approved business which has been authorized by management.

Business Day – Monday through Friday, excluding Saturday, Sunday and holidays.

Date of Hire – first day worked either as a Permanent Full-Time employee or Permanent Part-Time employee or as a Temporary employee or a Casual employee.

Employee – means a person covered by this collective agreement employed by the St. Clair Catholic District School Board and who has completed their probationary period.

Casual Employee – a person who is hired by the Board on an occasional basis to supplement existing employees for special projects or during periods of heavy workload.

Permanent Full-Time Employee – a person hired by the Board to be employed on a continual basis to work no less than 30 hours per week.

Permanent Part-Time Employee – a person hired by the Board to be employed on a continual basis to work less than 30 hours per week.

Temporary Employee – means a person hired for a position that has a specific start and end date.

Seniority Date – means the first day worked on a permanent full-time or permanent part-time position upon completion of the probationary period as outlined in Article 14.02. Also, in the case of a Temporary employee or Casual employee Seniority Date will be in accordance with Article 14.10 or predecessor plans.

Union – Canadian Union of Public Employees, Local 4168, (C.U.P.E.).

Vacancy – means a position that is declared vacant by reason of the establishment of a new position within the bargaining unit, an employee's retirement, resignation, termination, death or any leave of absence greater than twenty-four (24) months.

Temporary Vacancy – any positions available as a result of any leave of absence for a period of less than twenty-four (24) months. It is understood where funding is temporary that any new position shall be for a period of up to 12 months.

Vacation Service Date – means the first day worked on a permanent full-time or permanent part-time position.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The right to manage the school system and direct employees is exclusively vested in the Board, subject only to the Statutes and Regulations of the province of Ontario and the qualifications and limitations set out in this collective agreement. All rights not expressly granted to the bargaining unit or its members through this collective agreement remain exclusively vested in the Board.
- 3.02 a) Without limiting the foregoing, the management rights of the Board include, but are not limited to, the right to:
- determine complement, hire, transfer, layoff and recall employees;
 - retire employees in accordance with Board policy;
 - direct, discipline, demote or discharge probationary and permanent employees for just cause;
 - direct, discipline, demote or discharge Temporary employees and Casual employees at the sole discretion of the Board;
 - classify, evaluate, or promote employees;
 - determine job content, standards of performance and qualifications;
 - determine shut down periods;
 - establish policies and procedures to be followed by employees;
 - evaluate its operations;
 - determine the hourly and daily schedule of work, the assignment of work, the allocation of work hours, the methods of work and the equipment and materials to be used.

b) The Board agrees that it shall neither exercise its management rights nor administer this Agreement in bad faith. The Board's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of his/her employment, except through just cause.

3.03 The exercise or non-exercise of any rights hereby retained by either party shall not be deemed to be a waiver of such right or a waiver to exercise such rights in some other way in the future.

ARTICLE 4 RECOGNITION

4.01 a) The Board recognizes the Canadian Union of Public Employees as the sole bargaining agent for all employees of the St. Clair Catholic District School Board, save and except supervisors, persons above the rank of supervisor, principals, vice-principals, human resource staff acting in a confidential capacity as relates to labour relations, help desk website administrator, lunch hour supervisors, chaplains, executive and administrative assistants, executive secretaries, secretaries to the department managers, business officers, security guards, teachers and occasional teachers as defined under the Education Quality Improvement Act, 1997 and professional student services personnel.

b) For the purpose of clarity, business officers include financial officers, assessment officers, purchasing officers, systems officers, maintenance officers or such other equivalent positions.

ARTICLE 5 RIGHT OF FAIR REPRESENTATION

5.01 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees and the Board shall have the right at any time to have the assistance of outside representatives during all dealings or negotiations.

ARTICLE 6 UNION SECURITY

6.01 a) All current employees will be members of the Union. All new employees shall become Union members as of their first day of employment.

b) The Board and the Union each agree that there will be no intimidation, interference, restraint or coercion exercised or practiced by either party or their representatives or members, because of an employee's activity or non-activity in the Union.

6.02 No employee shall be required or permitted to make a written or verbal agreement with the Board or the Union, which may conflict with the terms of this Agreement. In respect of employees covered by this Agreement, the Board shall not recognize during the current life of this Agreement any other bargaining agent in respect of any matters herein dealt with.

ARTICLE 7 CHECK-OFF UNION DUES

- 7.01 The Board agrees to deduct from employee, any dues, fees or assessments levied in accordance with the Union. Where the deduction amount is required to change, the Board will be given at least forty (40) calendar days notice.
- 7.02 Deductions shall be made from each pay and a summary of the deductions shall be forwarded to the Secretary-Treasurer of the Union within ten (10) calendar days following the end of the month in which deductions are taken. The summary also includes all employees' names from whose wages the deduction has been made and part or full time status of each employee. The summary will also show the bargaining unit gross regular wages.
- 7.03 The amount of Union dues paid by each employee in the previous year shall be reported on the employee's T-4 Supplementary slip.
- 7.04 The Union shall indemnify and save the Board harmless for any claims, suits, judgments, attachments and from other forms of liability as a result of the Board making any deductions in accordance with the foregoing, and the Union will make refunds directly to all employees from whom a wrongful deduction was made.

ARTICLE 8 THE BOARD SHALL ACQUAINT NEW EMPLOYEES

- 8.01 The Board agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in Article 6 and 7 dealing with Union Security and Check-off Union Dues. New employees shall be presented with a copy of the Agreement by the Board on commencement of employment and a list of the Union Executive and Stewards as provided by the Union.

ARTICLE 9 CORRESPONDENCE

- 9.01 All correspondence between the parties arising out of the interpretation and application of this Agreement, or incidental thereto, shall pass to and from the senior administrator in human resource services and/or designate and the Recording Secretary of the Union.
- 9.02 Any reports or recommendations about to be made to the Board dealing with matters of policy which affect employees within this bargaining unit shall be communicated by the Board to the Union to afford the Union an opportunity to provide input.
- 9.03 The Board agrees to supply the Union a copy of the minutes after each Board meeting and have the minutes available to all employees on the Board's website in addition; the Board will supply the Union with updates and/or revisions to the Board policies and procedures.

- 9.04 It is further agreed that Board equipment such as telephones, fax, copiers and computers will not be used to conduct Union business during the employee's scheduled working hours.
- 9.05 The Board agrees to supply the Union by November 30 of each year, with a list of bargaining unit members, including work site(s), home address and telephone number. Upon ratification of this Agreement, the Board agrees to provide the Union with the list of bargaining unit members, including work site(s), home address and telephone number at a mutually agreeable time.
- 9.06 The Board agrees to provide bulletin board space for the posting of Union information in each work place that has bargaining unit members.
- 9.07 With the approval of the Director of Education or designate, the Union may use Board facilities for conducting Union meetings. Such approval will not be unreasonably withheld.
- 9.08 The Board agrees that the Union may use the Board courier system for dissemination of Union information.
- 9.09 The Board will provide the Union with a copy of all correspondence sent to the members. Such correspondence will include:
- a) Electronic notification of hiring, severance of employment and rehiring
 - b) Letter of layoff
 - c) Electronic notification of change of position due to job postings
 - d) Letters of discipline including suspension, discharge and reprimand

ARTICLE 10 COMMITTEES

10.01 The Union acknowledges that a Union member's first obligation is to the performance of his or her regular duties. No member of the Union will leave his or her regular duties to perform Union business without first obtaining permission of the supervisor or designate (such permission shall not be unreasonably withheld), nor shall they absent themselves from their work for more time than is reasonably necessary. Union business carried out during normal working hours and off-site shall be recorded on the Board's absence reporting system. It is further agreed that the Union and its employees will not engage in Union activities or hold meetings on Board premises during working hours unless for Board Sanctioned Business with a Board representative present.

10.02 Grievance Committee

The Board will recognize two (2) members of this committee for the purposes set out in the grievance arbitration procedure of this Agreement. Committee members and a grievor attending mutually arranged discipline and/or grievance meetings shall suffer no loss in pay or benefits for time spent in such meetings with the Board. The Union will advise the Board in writing of the Union nominees to this

committee. There will be no compensation (i.e. overtime) if the meetings exceed normal regular scheduled working hours.

10.03 Negotiation Committee

A negotiating committee shall be appointed and consist of not more than six (6) representatives of the Board and not more than six (6) members of the Union as representatives of the Union, in addition to an outside consultant if desired for the purpose of negotiating a new collective agreement. The Union will advise the Board, in writing, of the Union nominees to the Negotiation Committee, within thirty (30) Business Days of commencement of bargaining. Committee meetings held between the parties for the purpose of negotiating renewals to this collective agreement will be held during normal working hours unless otherwise mutually agreed to by the parties. Committee members will suffer no loss in pay or benefits for time spent during normal working hours in Board Sanctioned negotiation meetings up to and including conciliation. The Board agrees to pay for a maximum total of thirty (30) days for members of the Union's Negotiation Committee to attend such meetings and the Union will reimburse 100% of the replacement costs or if no replacement, the actual costs for any days in excess of a total of thirty (30) days. There will be no additional compensation (i.e. overtime) if the meetings exceed normal regular scheduled working hours.

10.04 Joint Liaison Committee

- a) A Joint Liaison Committee distinct from the Negotiation Committee and the Grievance Committee shall be established for the purpose of an interchange of ideas and information on matters of interest and concern to the parties with the exception of grievances.
- b) The Joint Liaison Committee shall consist of up to three (3) members of the local executive and any number of members of the Board. Additional members may be invited by mutual consent of the parties.
- c) The Joint Liaison Committee shall meet monthly September to June. Meetings may be added or cancelled by mutual agreement between the parties.
- d) Meeting agendas will be established by mutual agreement.
- e) Employees attending Joint Liaison Committee meetings shall suffer no loss in pay or benefits for time spent in such meetings with the Board. There will be no additional compensation (i.e. overtime) if the meetings exceed normal regular scheduled working hours.

ARTICLE 11 GRIEVANCE/ARBITRATION PROCEDURE

11.01 For the purpose of this Agreement, a grievance shall be defined as a difference arising between the parties relating to the interpretation, application, administration

or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable.

11.02 The time limits and requirements set out in both the grievance and arbitration procedures must be strictly followed except by the written agreement of both parties to extend them.

11.03 Step One – Informal Step

The employee concerned, plus his/her Steward, shall first seek to settle the dispute with the site supervisor as early as possible within ten (10) scheduled work days of the employee becoming aware of the incident, or ought reasonably to have become aware of circumstances giving rise to the incident.

11.04 Step Two

Failing a satisfactory settlement at Step One, within two (2) scheduled work days after the dispute has been submitted under Step One, the employee concerned may, together with the Steward or designate, submit to the senior administrator in human resource services or designate, a written statement of the particulars of the complaint and the redress sought, signed by the grievor and the Steward. A meeting will be held within ten (10) Business Days between the senior administrator in human resource services or designate, and no more than two (2) of the following: Union President, Steward, Chief Steward, a member of the Grievance Committee. This meeting may include the grievor. The senior administrator in human resource services shall render a written decision within five (5) Business Days following the meeting.

11.05 Step Three

Failing a satisfactory settlement at Step Two, the Chief Steward or designate will, within two (2) Business Days after receiving the decision of the senior administrator in human resource services, present the written grievance to the Superintendent responsible for Human Resource Services or designate. A meeting will be held within ten (10) Business Days between the Superintendent responsible for Human Resource Services or designate and representatives from the Union (inclusive of grievor). The Superintendent responsible for Human Resource Services or designate, shall answer the grievance in writing within five (5) Business Days of the meeting.

11.06 If there is no response from the Board within the prescribed time limits, the grievance will proceed to the next step.

11.07 A grievance related to a suspension or discharge of an employee shall be submitted at Step 3.

11.08 Upon mutual agreement of the parties grievances of a similar nature may be combined as one and filed as a group grievance.

11.09 The Board and the Union acknowledge each other's right to present any policy grievance in writing, the alleged circumstances of which are originated through the interpretation, application, administration or alleged violation of this Agreement and shall originate at Step Three.

11.10 The Board shall supply the necessary facilities for the grievance meetings.

11.11 No employee shall have any part of his/her wages lost or deducted should he/she have to appear on Union business with the Board as a result of the grievance procedures, as defined in this collective agreement. The appropriate site supervisor shall be notified directly by the employee assisting with the grievance process, twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, in advance of the meeting.

11.12 The time lines that are fixed in this Grievance Procedure may be extended by mutual consent of the parties and confirmed in writing with the Chief Steward or designate.

11.13 Arbitration Procedure

If a satisfactory resolution is not reached through the grievance procedure, the grieving party may notify the other party of its desire to submit the grievance to arbitration. The notice shall be in writing within twenty (20) Business Days of the response from the Superintendent responsible for Human Resource Services or designate and shall contain the name of the party's appointee to an Arbitration Board. The responding party shall within ten (10) Business Days inform the other party of the name of its appointee to the Arbitration Board. The two appointees shall appoint a third person who shall be the Chairperson. If the recipient of the notice fails to name an appointee or if the two appointees fail to appoint a Chairperson, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

11.14 With the mutual consent of the parties, a single Arbitrator shall be appointed.

11.15 An Arbitration Board or sole Arbitrator, as the case may be, shall not have jurisdiction to amend or add to any provisions of this Agreement, or to give any decision that is inconsistent with the terms and provisions of this Agreement.

11.16 The decision of the sole Arbitrator or the majority of the Arbitration Board, as the case may be, shall be final and binding on both parties.

11.17 Each of the parties hereto shall bear the fee and expenses of its appointee to the Arbitration Board. Any fees or expenses of the Chairperson of the Arbitration Board or the sole Arbitrator, as the case may be, will be paid equally by the parties.

11.18 The time lines that are fixed in this Arbitration Procedure may be extended by mutual consent of the parties and confirmed in writing with the Chief Steward or designate.

ARTICLE 12 PROGRESSIVE DISCIPLINE AND DISCHARGE

12.01 The record of any employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action.

12.02 Upon mutual agreement between the Board and the Union, this period may be extended up to a maximum of twelve (12) months.

12.03 Both parties recognize the value of progressive discipline with the aim to be remedial in application and to restore a viable employment relationship. Therefore, except in extreme cases, discipline or discharge for cause should be preceded by a documented record of counselling, warnings (written or oral) and/or suspensions. It is further recognized that to achieve this purpose, the Chief Steward must be present at all disciplinary meetings and copied on all disciplinary notations. Where the Chief Steward is not available, the president or other designated Union member may be substituted.

12.04 An employee may be dismissed or suspended only for just cause. Such employee and the Union shall be advised in writing by the Board within forty-eight (48) business hours of the reason(s) for dismissal. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.

ARTICLE 13 PERSONNEL FILES

13.01 An employee shall have the right, upon making suitable arrangements with the Human Resources Department, on his/her own time and during Board office business hours to have access to review his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 14 SENIORITY, PROBATIONARY PERIOD AND CASUAL AND TEMPORARY EMPLOYEES

14.01 The Board shall provide to the Union and post in all work locations annually no later than March 31 of each year an up-to-date seniority list. The seniority list will be arranged from the most senior to the most junior employee and include Seniority Date and position title. Seniority shall be Date of Hire except as determined by Article 14.10. Any questions regarding the accuracy of the seniority list in the area of new employee names, removal of employee names due to termination, death, etc., and adjustments to dates required with employees returning from leave must be submitted in writing to the Officer responsible for C.U.P.E. members within 30 calendar days from date of issue or the list shall be deemed to be accurate. Where two or more employees in the same job classification have the same Date of Hire, their seniority ranking shall be

determined by lottery conducted in the presence of a Union representative. The seniority list will also include any employees on lay-off status with recall rights as outlined in Article 17.

- 14.02 An employee will have no seniority and shall be considered on probation until the employee has worked and successfully completed six (6) consecutive months of work since the last Date of Hire as a probationary employee. In the event of an interruption in service of less than sixty (60) calendar days, the probationary period may be extended by the length of the interruption. If the interruption of service, not including natural breaks, is greater than sixty (60) calendar days, the Board may require the employee to work a new probationary period. The probationary period may be extended for an additional period of up to six (6) months by mutual consent of the parties. Reasons for the extension will be provided to the employee in writing.
- 14.03 During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The just cause standard for the discipline, demotion, or discharge of a probationary employee shall be substantially less than the corresponding standard for a Permanent Full-Time employee and a Permanent Part-Time employee.
- 14.04 After completion of the probationary period, seniority shall be effective from the Date of Hire and the employee will be added to subsequent seniority lists.
- 14.05 Seniority shall continue to accrue for twenty-four (24) months where an employee is in receipt of W.S.I.B. or L.T.D. benefits, but not where laid off.
- 14.06 If an employee is absent from work because of sickness, accident or leave of absence, approved by the Board, he/she shall not lose seniority rights. An employee shall only lose his/her seniority rights in the event:
- a) He/she is discharged for just cause and is not reinstated;
 - b) He/she resigns;
 - c) He/she is absent from work in excess of two (2) scheduled working days without notifying the Board, unless such absence is proven to the satisfaction of the Board to have been due to causes beyond the employee's control;
 - d) He/she is laid off and not recalled for a period in excess of two (2) years.
- 14.07 An employee who accepts a temporary assignment with the Board outside the bargaining unit for a period of up to twenty-four (24) months shall have the option of continuing to accrue bargaining unit seniority provided they continue to pay Union dues. It is understood that the employee will not be covered by the terms and conditions of this collective agreement for the period of time that they occupy the temporary non-Union position.

14.08 Members of the bargaining unit, who accept a permanent position with the Board outside the bargaining unit for a period of up to twenty-four (24) months, may only return to a bargaining unit position left unfilled after completion of the posting process. They shall have the option of continuing to accrue bargaining unit seniority provided they continue to pay Union dues.

Casual and Temporary Employees

Temporary Assignments

- 14.09 a) Casual and Temporary employees may be hired to replace a permanent employee for sick leave, leave of absence, Workers' Safety Insurance Board (W.S.I.B.), vacation or other situations as agreed to by the parties where the incumbent employee is expected to return, or to fill a Vacancy or a Temporary Vacancy while the posting provisions are being fulfilled.
- b) The parties agree the Board may fill a Temporary Vacancy for a fixed term not to exceed the absence of the incumbent or for up to twelve (12) months where a new temporary vacancy is created as a result of temporary funding.
- c) When the Temporary Vacancy is to be for a period of forty (40) business days or longer, the Temporary Vacancy shall be posted according to provisions outlined in Article 15.
- 14.10 Casual employees and Temporary employees shall be covered by all the provisions of this Agreement save and except seniority, benefits, paid holidays, job postings, vacation and sick leave. Furthermore, Casual employees shall not be entitled to paid leaves of absence.

Seniority

- 14.11 a) Casual employees and Temporary employees, who are subsequently hired into a permanent position after September 1, 2008 shall have their seniority calculation based on days worked since their original date of hire as a Casual employee or Temporary employee.
- b) Vacation entitlement and wage grid placement will be based on date of hire into a permanent position.

Probation

- 14.12 If a Temporary employee or Casual employee is subsequently hired into a Vacancy in the same job classification without a break in service, the employee's service in the temporary position shall be credited towards completion of the probationary period.

Sick Leave

- 14.13 Temporary employees hired for a period of four (4) months or longer shall be entitled to two (2) days of sick leave credits for each full month worked. Sick leave credits expire at the completion of the temporary assignment.

Statutory Benefits

14.14 Paid holidays and vacation pay shall be in accordance with the Employment Standards Act.

Wage Rate

14.15 Temporary employees will be paid at the start rate of pay for their job classification as defined in Schedule "A". Casual employees shall be paid at ninety (90) percent of the start rate of pay for their job classification as defined in Schedule "A".

Job Postings

14.16 Casual and Temporary employees do not have seniority status and shall be treated as external candidates for job posting. However, they are invited and encouraged to apply and will be given due consideration for such posted positions.

ARTICLE 15 JOB POSTINGS

- 15.01 a) A job posting for a permanent position shall be issued to each Board facility where a permanent position is declared vacant by reason of the establishment of a new position within the Union, a leave of absence greater than twenty-four (24) months, an employee's reassignment, retirement, resignation, termination or death.
- b) A temporary job posting shall be issued to each Board facility where:
- i) It is known or ought reasonably to be known in advance that a Temporary Vacancy of at least forty (40) business days occurs.
 - ii) A position is declared vacant as a result of any leave of absence for a period of less than twenty-four (24) months.
 - iii) Temporary funding is provided for a new position for a period not to exceed twelve (12) months.
- c) A notice of vacancy for a permanent or temporary position shall be posted and remain active for a period of five (5) business days from the date of issue or such other period of time as mutually agreed.
- i) Any vacancy may be temporarily filled pending the completion of the posting process.
 - ii) There will be no ten-month positions posted during the period July 1 to August 15 unless mutually agreed between the Union and the Board.
 - iii) An employee who is a successful applicant for a permanent position shall not be entitled to apply for any other permanent or temporary position with the same rate of pay and the same number of hours of work for a period of six (6) months, unless such positions complement one another and there is no disruption to the existing assignment in any way.
 - iv) An employee who is a successful applicant for a temporary position of six (6) months or greater duration shall not be entitled to apply for any

other temporary position with the same rate of pay and the same number of hours for a period of six (6) months, unless such positions complement one another and there is no disruption to the existing assignment in any way.

- d) An initial Temporary Vacancy shall be posted. Further subsequent vacancies within the same job classification may be filled without posting with due consideration for all applicants to the original posting.

e) Educational Assistants

Permanent vacancies for Educational Assistants may be posted throughout the year, however where permanent vacancies are known to the employer prior to the last Friday in May, they will be posted not later than the first Friday in June. Educational Assistants who are declared surplus shall be notified not later than May 15. Notwithstanding any other provision of the collective agreement to the contrary, a successful applicant for permanent vacancies for Educational Assistants may be selected and announced pursuant to the posting process. However, successful applicants for permanent vacancies for Educational Assistants shall only be assigned in September.

A part-time educational assistant may be considered, subject to Article 15.03 at any time for another part-time temporary assignment provided the two assignments complement one another and there is no disruption to the existing assignment in any way. During September, part-time Educational Assistants may be considered, subject to Article 15.03 for temporary full-time positions with an anticipated end date of June 30. It is understood that assignments for positions posted during the months of October to June are temporary and the Educational Assistant will return to his/her employment status following the conclusion of the temporary assignment.

- 15.02 The notification by the Board to the employees shall include the job classification which is in effect at the time and it shall also include the shift and wage or salary rate or range, location and the skills, ability, qualifications and primary duties of the Vacancy.
- 15.03 The successful internal applicant will be selected and appointed to the vacant position within ten (10) Business Days of the closing date of the posting in accordance with bargaining unit seniority, provided that the senior applicant has the necessary skill, ability and qualifications to fill the Vacancy. In the cases of exceptional situations where the applicant cannot be selected and appointed to the position within ten (10) Business Days, the time line may be extended with mutual consent of both parties.
- 15.04 a) Where a permanent employee is the successful applicant to a posted vacancy in another occupational group, the successful applicant will be placed in the vacancy, for a trial period not exceeding forty (40) school days or sixty (60)

consecutive days worked, whichever is completed first. It is understood that the trial period for school office staff must include forty (40) regularly scheduled school days.

- b) The employee will be paid at the new rate of pay that is closest but no less than his or her current rate of pay. If the successful applicant's current rate of pay is greater than the maximum rate of pay for the new position then the applicant will be placed at the maximum rate of pay for the new position.
- c) The employer will determine the standards of performance as per Article 3 – Management Rights, of the Collective Agreement.
- d) If the applicant proves to be satisfactory, he/she will then be confirmed in the new position.
- e) If the applicant proves unsatisfactory or is unable to perform his/her new duties during the trial period, he/she will be returned to the former position at the former rate of pay, as will any other employee who was promoted or transferred by reason of such placing.
- f) The trial period may be extended by mutual agreement.
- g) If an applicant is returned to the former position, a re-posting of the position is not required. The employer shall give consideration to those employees who applied to the initial posting.
- h) An employee who is the successful applicant for another posted position prior to the completion of a trial period shall be subject to a new trial period consistent with Article 15.04 a) in the new position.
- i) The employer may but shall not be required to post any related notice of vacancy until the first successful applicant has successfully passed his/her trial period.

15.05 If there is no successful internal applicant, the Board may then go outside the bargaining unit to fill the Vacancy:

- a) Notwithstanding the above, employees on layoff shall be recalled to fill a Vacancy within the same classification, until such time as the job posting process is completed.
- b) Should there be no employees on layoff from the classification where the Vacancy occurs, the available work will be offered to any employee on layoff who possesses the skill, ability and qualifications to perform the available work, until such time as the job posting procedure has been completed.
- c) It is further agreed that where an employee is recalled to a position no additional training will be required to bring the employee's skill, ability and

qualifications up to the level required to do the available work. The determination of an employee's suitability to do the available work is at the sole discretion of the Board.

ARTICLE 16 REASSIGNMENT AND TRANSFER

- 16.01 The employer has the right to unilaterally reassign an employee at any time, provided the employee is informed in writing of the reasons for the reassignment with a copy to the Union.
- 16.02 Where the employer determines a surplus of staffing in a job classification at a location exists, the decision to reassign an employee will be made by the employer based on the requirements and efficiency of operations and the ability, knowledge, training, and skill requirements. In cases in which other factors are considered equivalent, seniority shall be the determining factor.
- 16.03 Where an employee is determined to be surplus to a location, the employer will reassign the employee to another location(s) with the same number of hours in the same job classification.
- 16.04 A layoff will occur where there is no alternate location(s) with the same number of hours in the same job classification for an employee who has been determined to be surplus. Where an employee is assigned to a location pursuant to Article 16.03 which is outside of the employee's current zone as defined in Appendix C, the employee may choose to exercise bumping rights.
- 16.05 Nothing in this Article prevents the transfer of an employee at any time by mutual agreement of the Board and the employee.

ARTICLE 17 LAYOFF AND RECALL

- 17.01 Wherever practicable, it is the intent of the Board to preserve the employee's current hours of work.
- 17.02 A layoff shall be defined as a reduction in an employee's regular hours of work or the elimination of a permanent position. An employee who is laid off shall have access to the bumping procedure and shall not suffer a loss of hours while waiting to exercise bumping rights.
- 17.03 Notice of full or partial layoff shall be in writing, the greater of Employment Standards Act or thirty (30) calendar days before the layoff is to take place and signed by a duly authorized representative of the Board.
- 17.04 This layoff process is qualified with the provision that individuals have the necessary skill, ability and qualifications for the job in question. Seniority shall be the determining factor in cases of layoff:
- (a) When the position occupied by an employee has been identified as redundant, the employee has the right to exercise the bumping procedure based on

seniority. The affected employee will notify the Board in writing which position he/she chooses to bump according to Article 17.04 c), within five (5) Business Days of the date of notification. Failure to provide such notice in writing within five (5) Business Days of notification shall result in a forfeiture of bumping rights for this layoff notice. The Board and the Union agree to work together throughout the bumping process. At any step of the bumping process, the employee may accept layoff.

(b) For purposes of this Article, Occupational Group is defined as the following:

- i) Custodian
- ii) Educational Assistant and Educational Assistant – Alternative Education
- iii) Clerical/Secretarial/Receptionist – Accounting Clerk (Board office and school)
- iv) Library Technician
- v) Computer Technician
- vi) Maintenance

(c) The bumping process shall be as follows:

Step 1 - Same Title/Same Level

Displace the least senior employee in their same job title within a zone of the employee's choice who has the same or more annual hours unless the employee chooses to bump the least senior employee with less annual hours. (5 zones as per Appendix "C")

If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km one way from their home and they choose not to do so then:

Step 2 - Same Occupational Group/Same Level

Displace the least senior employee in their same occupational group in the same level within a zone of the employee's choice, who has the same or more number of annual hours unless the employee chooses to bump the least senior employee with less annual hours.

If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km one way from their home and they choose not to do so then:

Step 3 - Same Occupational Group/Lower Level

Displace the least senior employee in their same occupational group within a zone of the employee's choice, at a lower level in a sequential manner (i.e. 5, 4, 3, etc) who has the same or more number of annual hours unless the employee chooses to bump the least senior employee with less annual hours.

If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km one way from their home and they choose not to do so then they shall be laid off.

- 17.05 Employees who change jobs as a result of the layoff and resultant displacement procedure shall be classified at the prevailing rate for the job they are doing. However, no employee who changes jobs shall suffer a reduction of hourly wages due to such procedure for a period of twelve (12) working months, or the advent of a new collective agreement.
- 17.06 Employees who accept the lower position under this Article shall have the right to reinstatement in their former position, if such becomes available within twenty four (24) months from the date of accepting the lower level position. The job, in such instances, will not be posted and the employee shall be reinstated at the step he/she had attained in his/her former classification.
- 17.07 Notwithstanding any other provisions of this collective agreement, employees who are officers of the Union, being President, Vice-Presidents, Recording Secretary, Secretary Treasurer and Stewards, shall be the last to be laid off in the Union, provided they possess the skill, ability and qualifications, as outlined in the job posting, to perform the available work.
- 17.08 A grievance concerning a layoff may be taken up at Step Two of the Grievance Procedure.
- 17.09 Recall
- a) Seniority shall be the determining factor in cases of recall from layoff, so that the last person within the classification to be laid off will be the first person within the classification recalled, provided that the employee affected has the necessary skill, ability and has the qualifications to do the work available.
 - b) Vacancies for positions which are subject to posting and assignment to fixed school locations shall be posted so that all permanent employees may apply prior to recalling employees from layoff. Employees who remain on layoff at the conclusion of the posting process shall be recalled according to Article 17.09 a) above.
- 17.10 Notice of recall shall be by registered mail directed to the last address of the employee of which the Board has a record. In addition, the Board agrees to provide electronic notification to the Union. Employees are responsible for notifying the Board and their Union, in writing, regarding changes in mailing address.
- 17.11 An employee who fails to report to work within seven (7) Business Days after receiving delivery of notice of recall by registered letter shall cease to be an employee, unless such failure is proven to the satisfaction of the Board to be due to causes beyond the control of the employee.

- 17.12 In cases where the Board contacts a person who is on layoff and requests him/her to come to work on a temporary basis, and the person declines, the Board shall then contact the next laid off person, offering the temporary assignment, until all laid off persons have had the opportunity for temporary assignments, provided that each has the necessary skill, ability and qualifications to do the work available. Such person by reason of declining this temporary assignment shall not lose his/her seniority rights. The Board may then hire outside the Union to do such temporary work.
- 17.13 Employees who change jobs as a result of the recall procedure shall be classified at the prevailing rate for the job they are doing, maintaining the same step on the wage grid they were entitled to prior to the layoff.
- 17.14 a) No person, including students, or government project employees, will be hired until employees on layoff within that job classification, have been given an opportunity to work through the recall procedure, provided each has the necessary skill, ability, and has the qualifications to do the work available.
- b) Board hours approved in addition to those regularly scheduled will first be offered to employees who are on layoff within that classification.
- c) The use of volunteers will not be expanded in such a way as to cause or prolong the layoff of an employee.
- 17.15 Ten (10) month employees are acknowledged to be employees for the definite term of each school year, and as such cannot bump twelve (12) month employees during the layoff periods of March break and summer break.
- 17.16 Employees shall remain on the recall list for a period of twenty four (24) months from date of layoff.
- 17.17 Where an employee is laid off by virtue of a reduction in hours of work as opposed to the elimination of a permanent position, the employee shall be recalled, subject to the following conditions:
- a) A Vacant position, which consists of assignments to two or more locations, shall only be divided into two or more vacant positions at the discretion of the Board.
- b) Seniority shall be the determining factor in cases of recall from layoff, provided that the employee affected has the necessary skill, ability and has the qualifications to do the work available.
- c) For purposes of recall from a reduction in hours of work, recall may be to work in one of two regions, the 'North' as defined by Zones 1 and 2 and 'South' as defined by Zones 3, 4 and 5 of Appendix "C" to the collective agreement.

- d) Recall out of Region
In cases where the Board contacts an employee who has suffered a reduction in hours of work and recalls him/her to work in another region other than the region in which they previously worked and the person declines the recall, he/she shall retain recall rights.
- e) Recall in Region
In cases where the Board contacts an employee who has suffered a reduction in hours of work and recalls him/her to work in the region in which they originally worked and the person declines the recall, he/she shall lose recall rights to the lesser of the reduction of hours occasioned by the lay-off and the hours of work offered by the recall and employment status shall also be reduced accordingly.
- f) Recall Rights where Bumped
Where pursuant to the bumping process an employee is bumped to another region, he/she shall lose recall rights and the employment status shall also be reduced only where they have declined recall in both Regions.

ARTICLE 18 HOURS OF WORK AND WORK SCHEDULE

- 18.01
- a) Nothing in this Agreement shall be understood as a guarantee of work on a daily or weekly basis or as a guarantee of work schedule.
 - b) Normal work hours shall refer to the accepted full-time standard. Actual hours may differ from normal work hours. Furthermore, actual work schedule shall be based on the needs of the school/department as determined by the site supervisor or maintenance/technician supervisor.
 - c) For purpose of clarification, the lunch and rest periods shall be taken at a time specified by the Board to meet the needs of the school/site. Except for unusual circumstances, the minimum lunch period shall be uninterrupted. Work schedules will be posted one week in advance of a change. Posted schedules may be altered with less than one week notice in cases of emergency. There shall be no less than eight (8) hours between regular shifts with the exception of emergencies.
 - d) Nothing in this Article will prevent an informal mutual agreement between an employee and their site supervisor to adjust an employee's work schedule. This work schedule adjustment does not increase the employee's normal scheduled hours per week.
 - e) All employees shall be paid a shift premium as listed below; per hour in addition to the prevailing hourly rate for all hours worked when the greater number of hours worked are between 3:00 p.m. and midnight. All employees shall be paid a shift premium per hour as listed below in addition to the prevailing hourly increase rate for all hours worked when the greater number of hours worked are between midnight and 8:00 a.m.

	Afternoon Shift	Midnight Shift
Effective January 1, 2009	\$0.37	\$0.42
Effective January 1, 2010	\$0.38	\$0.43
Effective January 1, 2011	\$0.39	\$0.45
Effective January 1, 2012	\$0.41	\$0.46

- f) Each employee will be entitled to work for another employee at the discretion of the supervisor. Employees requesting mutuals must submit the request in writing signed by both employees and the respective supervisors. It shall be understood that the employee requesting the mutual will be paid for the day and that the employee working the mutual will not be paid.
- g) In the event of a site closure (as determined by the Director of Education or designate) as a result of acts of nature an employee will be required to report to the closest open work site for reassignment. There will be no loss of wages during a shut down or interruption of scheduled shifts during site closure.
- h) Overtime will be offered on a rotating basis by seniority to the employee(s) within the classification at the work site. Additional hours will be offered on a rotating basis by seniority to the Part Time employees at the work site and then to the Casual employees.
- i) Wherever possible overtime will be paid in the pay period following the pay period in which the overtime was worked provided the appropriate reporting process is followed and submitted in a timely fashion.
- j) Whenever an employee is required to work overtime in excess of two (2) hours beyond the normal full time shift, without a minimum of twenty-four (24) hours notice, the employee shall be reimbursed by the Board for the cost of the employee's meal to a maximum of twenty (20) dollars, excluding alcohol. Acceptable receipts must show details of the expense and submitted to the appropriate supervisor.

18.02 Custodians

- a) Normal hours of work shall be eight (8) hours per day, five (5) days per week, Monday to Friday, with a maximum total of forty (40) hours per week. An unpaid lunch period of no less than one half (1/2) hour and no greater than one (1) hour, unless by mutual agreement, will be determined by the supervisor for those employees working in excess of five (5) consecutive hours.
- b) Employees working eight (8) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of their shift. Employees working less than five (5) hours per day, but more than two (2) hours per day, shall be permitted one (1) paid rest period of fifteen (15) consecutive minutes per day.

- c) It is understood and agreed that the supervisor has the right to amend the working schedule to meet the needs of the school community as required. For purposes of clarification school community or Board Office shall be as defined in Board policy.
- d) When an employee is called in and accepts overtime, the employee shall complete the work due to the callout and be paid for a minimum of three (3) hours at the appropriate overtime rate. If the Custodian is called out by the security company to check a school alarm, the Custodian will be paid two hours at the prevailing overtime rate. Should time in excess of this two hour period be required to correct or prevent problems in the building the total time shall be paid at the prevailing overtime rate. Failure by a Custodian to properly secure the building will not be considered a call out for purposes of this Article.
- e) If authorized by the site supervisor, time worked in excess of forty (40) hours per week, will be considered overtime hours and will be compensated at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Sunday or a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay.
- f) A member of the custodial staff in each secondary school shall work the day shift on a fixed basis. Other custodial staff in secondary schools will rotate through the day, afternoon and midnight shifts on an equitable basis by location (unless something can be worked out mutually at the location). If scheduled to work during Christmas, March break, summer and Professional Development Days, Custodians will work the day shift hours except where access for custodial service is limited due to construction, day care operations and similar such uses of the building making it impractical to do so.
- g) Unless mutually agreed otherwise:
 - i) Where two (2) or more eight (8) hour Custodians are assigned to an elementary school the more senior Custodian shall be assigned to the day shift.
 - ii) Where an eight (8) hour Custodian bumps into an elementary school where two (2) or more eight (8) hour Custodians are assigned, the more senior Custodian shall be assigned to the day shift.
- h) The Board will, wherever possible, avoid split shifts. The Board agrees to work with the Union in scheduling alternative work schedules to achieve this. If a split shift is required by the school to effectively complete the assigned work and the incumbent is not in favour of the split, the incumbent may agree to a mutual transfer with another employee that is acceptable to the affected site supervisor.

- i) A split shift shall be defined as the situation where a Custodian is regularly scheduled to work two (2) blocks of time separated by more than two (2) hours. A split shift premium per hour as listed below will be paid in lieu of any other shift premium.

Effective January 1, 2009	\$1.03
Effective January 1, 2010	\$1.06
Effective January 1, 2011	\$1.09
Effective January 1, 2012	\$1.13

- j) Where the site supervisor elects not to be the primary key holder the Custodian of an elementary school shall be offered the position of key holder # 1.

18.03 Maintenance

- a) Normal hours of work shall be eight (8) hours per day, five (5) days per week, Monday to Friday, with a total of forty (40) hours per week. An unpaid lunch period of no less than one half (1/2) hour and no greater than one (1) hour, unless by mutual agreement, will be determined by the maintenance supervisor.
- b) Employees working eight (8) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes per day in each half of the shift. Employees working less than five (5) hours per day, but more than two (2) hours per day, shall be permitted one (1) paid rest period of fifteen (15) consecutive minutes per day. All breaks are to be taken at a time determined by the maintenance supervisor.
- c) If authorized by the maintenance supervisor, time worked in excess of forty (40) hours per week, will be considered overtime hours and will be compensated at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Saturday shall be paid at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay.
- d) Maintenance employees who voluntarily carry a pager on a rotational basis will respond to after hour emergencies in schools and other facilities of the Board. When carrying a pager, such Maintenance employee will be paid three (3) hours at his/her normal hourly rate per week. Where a Maintenance employee who is carrying a pager responds to a callout, he/she shall be paid according to the terms of Article 18.03 e).
- e) When an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate. If the maintenance employee is called out by the security company to check a school alarm, the maintenance employee will be paid two (2) hours at the prevailing overtime rate. Should time in excess of this two (2) hour period be required to correct or prevent

problems in the building the total time shall be paid at the prevailing overtime rate. Failure by a maintenance employee to properly secure the building will not be considered a call out for purposes of this Article.

18.04.01 Library Technician

- a) The normal work day for full-time Library Technicians unless otherwise determined by the Board, shall be scheduled between the hours of 7:00 a.m. and 5:30 p.m., with a total elapsed time including the unpaid lunch period not to exceed eight (8) consecutive hours. It is understood and agreed that the supervisor has the right to amend the working schedule to meet the needs of the school community and Board office, as required. For purposes of clarification school community shall be as defined in Board policy.
- b) The normal work week for full-time Library Technicians, shall be a maximum of thirty-five (35) hours per week and shall consist of five (5) days maximum of seven (7) hours each Monday to Friday inclusive. The work year shall be the school year for elementary Library Technicians plus the week before commencement of the school year for secondary Library Technicians.
- c) An unpaid lunch period of no less than one half ($\frac{1}{2}$) hour and no greater than one (1) hour will be determined by the supervisor. Employees working five (5) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of their day. Employees working less than five (5) hours per day but more than two (2) hours per day shall be permitted one paid rest period of fifteen (15) consecutive minutes per day.
- d) All overtime hours worked shall be authorized by the appropriate supervisor and paid in accordance with the below schedule:
 - i) at the employee's regular hourly rate for up to and including thirty-five (35) hours in any one week;
 - ii) at time and one-half ($1 \frac{1}{2}$) for hours worked in excess of thirty-five (35) hours in any one week, Monday to Friday inclusive;
 - iii) All hours worked on a Saturday shall be paid at a rate of one and one-half ($1 \frac{1}{2}$) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay and all hours worked when an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate.

18.04.02 Computer Technician

- a) The normal work day for full-time Computer Technicians unless otherwise determined by the Board, shall be scheduled between the hours of 7:00 a.m. and 5:30 p.m., with a total elapsed time including the unpaid lunch period not to exceed nine (9) consecutive hours. It is understood and agreed that the supervisor has the right to amend the working schedule to meet the needs of the school community and Board office, as required. For purposes of clarification school community shall be as defined in Board policy.
- b) The normal work week for full-time Computer Technicians, shall be a maximum of forty (40) hours per week and shall consist of five (5) days maximum of eight (8) hours each Monday to Friday inclusive.
- c) An unpaid lunch period of no less than one half ($\frac{1}{2}$) hour and no greater than one (1) hour will be determined by the supervisor. Employees working five (5) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of their day. Employees working less than five (5) hours per day but more than two (2) hours per day shall be permitted one paid rest period of fifteen (15) consecutive minutes per day.
- d) All overtime hours worked shall be authorized by the appropriate supervisor and paid in accordance with the below schedule:
 - i) at the employee's regular hourly rate for up to and including forty (40) hours in any one week;
 - ii) at time and one-half ($1 \frac{1}{2}$) for hours worked in excess of forty (40) hours in any one week, Monday to Friday inclusive;
 - iii) All hours worked on a Saturday shall be paid at a rate of one and one-half ($1 \frac{1}{2}$) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay and all hours worked when an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate.

18.04.03 Secretaries and Board Office Support Staff

- a) The normal work day for full-time Secretaries and Board Office Support Staff unless otherwise determined by the Board, shall be scheduled between the hours of 7:00 a.m. and 5:30 p.m., with a total elapsed time including the unpaid lunch period not to exceed eight (8) consecutive hours. It is understood and agreed that the site supervisor has the right to amend the working schedule to meet the needs of the school community and Board office, as required. For purposes of clarification school community shall be as defined in Board policy.

- b) The normal work week for full-time ten (10) month and full-time twelve (12) month Secretaries and Board Office Support Staff, shall be a maximum of thirty five (35) hours per week and shall consist of five (5) days maximum of eight (7) hours each Monday to Friday inclusive.
 - i) All elementary school secretaries will work the last five (5) working days of the school year.
 - ii) For ten (10) month elementary and secondary school secretaries, the working year shall be the school year plus the week before commencement of the school year.
- c) An unpaid lunch period of no less than one half ($\frac{1}{2}$) hour and no greater than one (1) hour will be determined by the site supervisor. Employees working five (5) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of their day. Employees working less than five (5) hours per day but more than two (2) hours per day shall be permitted one paid rest period of fifteen (15) consecutive minutes per day.
- d) All overtime hours worked shall be authorized by the appropriate supervisor and paid in accordance with the below schedule:
 - i) at the employee's regular hourly rate for up to and including thirty-five (35) hours in any one week;
 - ii) at time and one-half ($1 \frac{1}{2}$) for hours worked in excess of thirty-five (35) hours in any one week, Monday to Friday inclusive;
 - iii) All hours worked on a Saturday shall be paid at a rate of one and one-half ($1 \frac{1}{2}$) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay and all hours worked when an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate.

18.04.04 Educational Assistants

- a) The normal work day for Educational Assistants unless otherwise determined by the Board, shall be scheduled between the hours of 7:00 a.m. and 5:30 p.m., with a total elapsed time including the unpaid lunch period not to exceed seven (7) consecutive hours. It is understood and agreed that the site supervisor has the right to amend the working schedule to meet the needs of the school community and Board office, as required. For purposes of clarification school community shall be as defined in Board policy.

- b) The normal work week for full-time Educational Assistants, shall be no less than thirty (30) hours per week and shall consist of five (5) days, six (6) consecutive hours each Monday to Friday inclusive. The work year for Educational Assistants shall be the school year including Professional Development Days. All full-time and part-time, permanent and temporary Educational Assistants are required to attend Professional Development Days. Part-time permanent and temporary Educational Assistants who are directed by the Board to attend Professional Development Days on a full-time basis shall be paid for the day on the full-time basis accordingly.
- c) An unpaid lunch period of no less than one half (½) hour and no greater than one (1) hour will be determined by the site supervisor. Employees working five (5) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of their day. Employees working less than five (5) hours per day but more than two (2) hours per day shall be permitted one paid rest period of fifteen (15) consecutive minutes per day.
- d) All overtime hours worked shall be authorized by the appropriate supervisor and paid in accordance with the below schedule:
 - (i) at the employee's regular hourly rate for up to and including thirty-five (35) hours in any one week;
 - (ii) at time and one-half (1 ½) for hours worked in excess of thirty-five (35) hours in any one week, Monday to Friday inclusive;
 - (iii) All hours worked on a Saturday shall be paid at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay and all hours worked when an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate.

18.05 Except as provided in the Letter of Understanding re: Staffing Funding Enhancement for 2011-12 Education Assistants, noon hour and recess yard duty shall not be assigned to any member of this bargaining unit except for educational assistants who are assigned to special needs students.

ARTICLE 19 PAID HOLIDAYS

19.01 For permanent twelve (12) month employees the following specified days, or day observed in lieu thereof, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the employee on that day of the week.

- | | |
|---------------|------------------|
| Family Day | Good Friday |
| Easter Monday | Victoria Day |
| Canada Day | Civic Holiday |
| Labour Day | Thanksgiving Day |

Two weeks at Christmas Break as defined by the Board Calendar, inclusive of Statutory Holidays

Providing school classes are not in session and they are days of the week normally scheduled as working days.

19.02 For permanent ten (10) month employees, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the employee on that day of the week.

Family Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Labour Day
Thanksgiving Day	

Two weeks at Christmas Break as defined by the Board Calendar, inclusive of Statutory Holidays

19.03 Casual employees and Temporary employees shall be granted pay for holidays under the conditions set out in the Employment Standards Act.

19.04 When any of the above-noted holidays fall on an employee's scheduled day off, the Board shall designate another day off with pay at a time appropriate to the Board's business.

ARTICLE 20 VACATIONS

20.01 Permanent full-time twelve (12) month employees shall be credited vacation entitlement on a monthly basis, the first pay of the month for the time earned in the prior month.

- a) Except as mutually agreed, the balance accrued as of June 30, shall not exceed the vacation entitlement accrued over the last twelve (12) months.
- b) Vacations may only be taken following the completion of the employee's probationary period.

20.02 Temporary employees and Casual employees shall receive vacation pay equal to 4% of earnings on each pay.

20.03 In the event that an employee is on L.T.D., in receipt of benefits from the W.S.I.B. or on a leave of absence without pay, or on layoff, vacation pay and vacation time off will be pro-rated unless otherwise legislated.

20.04 An employee's vacation service date will be adjusted under the following conditions:

- a) Unpaid leaves of absence greater than thirty (30) days
- b) Lay-off greater than thirty (30) days
- c) Unpaid sick leave greater than the L.T.D. elimination period
- d) When absent on L.T.D. greater than twenty-four (24) months
- e) When absent on W.S.I.B. greater than twenty-four (24) months

20.05 Custodians

Vacations for Custodians shall be taken during the months of July and August, but not the week before school opening. However, for Custodians with more than four weeks' vacation, arrangements will be made with their supervisor in the Facility Services Department to take their additional time throughout the year. Such approval is subject to coverage being provided in order to meet the needs of the site as determined by the supervisor in the Facility Services Department.

20.06 Secondary School Secretaries

The vacation time for secondary school secretaries who work the calendar year shall be taken during school holiday periods, but not the week before school opening. However, on limited occasions, vacation time may be taken at other times with the approval of the appropriate site supervisor. Such approval is subject to the needs of the site being met as determined by the site supervisor.

20.07 Maintenance, Board Office Secretarial/Clerical and Library /Computer Technicians

Vacations earned by these employees as at July 1st, must be taken by June 30th of the following year, as mutually agreed between the employee and appropriate supervisor in order to meet the needs of the Board.

- 20.08 a) Vacation time off with pay will be allocated to twelve (12) month employees upon completion of each entitlement period calculated from the employee's vacation service date in accordance with the following schedule:

	<u>Vacation Allotment</u>	<u>Percentage on Excess Earnings</u>
Under 1 Year	10 days pro-rated	4% of wages earned
After 1 year	2 weeks	4% of wages earned
After 3 years	3 weeks	6% of wages earned
After 9 years	4 weeks	8% of wages earned
After 14 years	5 weeks	10% of wages earned
After 21 years	6 weeks	12% of wages earned
After 30 years	7 weeks	14% of wages earned

Vacation pay will be calculated as a percentage of the employee's previous year's earnings and the calculated difference shall be paid in January of each year for all affected employees.

- b) Vacation pay will be allocated to ten (10) month employees upon completion of each entitlement period in accordance with the following schedule:

Under 1 Year	4% of wages earned
After 1 year	4% of wages earned
After 3 years	6% of wages earned
After 9 years	8% of wages earned
After 14 years	10% of wages earned
After 21 years	12% of wages earned
After 30 years	14% of wages earned

Vacation pay will be included in each of the biweekly pays at the appropriate rate as outlined above.

20.09 A permanent employee full-time or part-time employee voluntarily resigning or retiring his/her position at any time in his/her holiday year before having his/her vacation shall be paid a vacation entitlement pro-rated in accordance with the schedule outlined in Article 20.07.

20.10 On retirement, employees shall be entitled to the same vacation or vacation pay which would have been earned by the employment continuing to the end of the month.

ARTICLE 21 SICK LEAVE

21.01 a) The Board may require an employee to submit a medical certificate from a qualified medical or dental practitioner, for absences of three (3) consecutive working days or more due to sickness, physical and/or mental disability. Board requested medical documentation will be at the Board's expense.

b) For absences of ten (10) consecutive working days or more due to sickness, physical and/or mental disability, the Board may require an employee to submit a medical certificate at the Board's expense, endorsed by a qualified medical or dental practitioner, indicating:

- i) the date the employee was seen by the doctor
- ii) the anticipated date of return to normal duties (if known)
- iii) an indication as to whether the employee is under continuing medical care or where appropriate, medical treatment
- iv) any work restrictions if applicable, which prevent the employee from fulfilling the normal duties of his/her assignment

21.02 An employee who is unable to work due to legitimate personal illness, disability, medical, dental or specialist appointments, or accident that is non-compensable under the Workplace Safety and Insurance Board, shall be entitled to sick leave with pay during the period of the employee's inability to work to the extent that the employee has unused accumulated sick leave credits pursuant to the terms of this Article. Medical, dental or specialist appointments should be scheduled outside normal working hours.

- 21.03 Permanent full-time twelve (12) month and permanent full-time ten (10) month employees who are actively employed shall be granted two (2) days of sick leave credits per month, effective the first scheduled work day of the month. The unused portion shall accrue for future use to a maximum of two hundred forty (240) days for permanent full-time twelve (12) month employees and to a maximum of two hundred (200) days for permanent full-time ten (10) month employees.
- 21.04 Permanent Part-Time employees shall be granted sick leave credits in the same proportion as their work time is to full time.
- 21.05 An employee shall be entitled to transfer credits accumulated in another plan in accordance with the provisions of the Education Act.
- 21.06 Employees who are unable to attend work, and who do not have sick leave credits remaining, shall be placed on leave of absence without pay, without benefits except as provided in Article 25.04 b) and without further accrual of sick leave credits to a maximum of twenty four (24) months unless the employee resigns prior to the twenty four (24) months.
- 21.07 A deduction shall be made from accumulated sick leave credits for all working days absent. Absence for less than a full day shall be deducted in the proportion of the absence to the total number of hours in the work day for the job classification of the employee.
- 21.08 Sick leave credits granted to an employee pursuant to this Article will be used only for the purposes specified in this Article and shall have no independent cash value.
- 21.09 An employee who returns to work from sick leave shall return to his or her previous job at his/her previous location, provided they are capable of performing the essential duties of the job and subject to Article 17 Lay Off and Recall.
- 21.10 Wherever possible medical and dental appointments should be scheduled outside of the employee's normal hours of work. Unless the employee and the supervisor make mutually agreeable arrangements otherwise, a deduction from the employees accumulated sick leave credits shall apply for the day or any part thereof required to attend a medical or dental appointment during the employee's normal hours of work.

ARTICLE 22 PREGNANCY, PARENTAL AND ADOPTION LEAVE OF ABSENCE

- 22.01 Pregnancy, parental and adoption leaves shall be in accordance with the Employment Standards Act.
- 22.02 An employee on pregnancy, parental or adoption leave, upon providing a written request to the senior administrator in human resource services, shall be granted an extension to the leave of up to one (1) school year. This additional leave will be in accordance with Article 24 General Leave of Absence. The return date shall be

clearly stated, in the written request to the senior administrator in human resource services, prior to the commencement of the leave.

Benefits during Pregnancy/Parental/Adoption Leave

22.03 a) An employee on pregnancy leave may access either the Supplementary Employment Benefits (SEB) Plan in 22.03 b) or the Post Partum sick leave provision in 22.03 c), but not both.

b) Supplementary Employment Benefits (SEB) Plan

The Board shall provide for members on Pregnancy Leave, a Supplementary Employment Insurance Plan approved by Human Resources Development Canada. The plan will pay an amount equal to one hundred (100) percent of the employee's salary for the two (2) week waiting period prior to the commencement of Employment Insurance Pregnancy Leave Benefits (EI). The supplementary payment from the Board will be payable to a ten (10) month employee only for those days during the two (2) week waiting period which fall on regular school days (maximum ten (10) days). The employee must provide proof from EI that an unpaid waiting period has been served.

In addition, the plan will pay an amount equal to one hundred (100) percent of the employee's normal weekly earnings minus the Employment Insurance Pregnancy Leave Benefits for six weeks subsequent to the two (2) week waiting period. The combined weekly level of EI benefits, post-partum payments and other earnings will not exceed one hundred (100) percent of the employee's normal weekly earnings. The supplementary payments from the Board will be payable to a ten (10) month employee only for those days which fall on regular school days (maximum thirty (30) days). The employee must provide proof of the amount of EI benefits.

Post Partum Sick Leave

c) An employee going on Pregnancy Leave may request sick leave for any school days that occur during the six week period immediately following the date of delivery as long as the employee has the number of sick days requested in her sick leave account. Should a delivery or pregnancy related medical issue develop during that specified period of time, the employee may be eligible for further uninterrupted sick leave provided acceptable medical evidence is supplied by an accredited medical authority. It is understood that time on sick leave in these circumstances counts as time for purposes of Pregnancy Leave.

ARTICLE 23 LEAVES OF ABSENCE

23.01 Without Pay

The following leaves may be granted, without loss of seniority. The employees shall submit the appropriate Board documentation to their supervisor/principal for signature and the completed document will be forwarded to the senior administrator in human resource services for approval prior to the leave.

23.02 General

- a) In the event that an employee wishes to return prior to the expiration of the leave of absence, it must be by mutual consent between the employee and the Board.
- b) While on a leave of absence the employee shall be eligible to remain in the group benefits. The employee shall pay 100% of premium costs for the period of the leave granted in accordance with this Article by preauthorized direct debit from the employee's bank account.
- c) On return from a leave of up to two (2) years and subject to Article 17, Layoff and Recall, an employee will return to his/her previous position at his/her previous location. In the event the previous position at the previous location no longer exists, the employee will have the right to bump consistent with Article 17.04.
- d) On return from a leave in excess of two (2) years and subject to Article 17, Layoff and Recall, an employee will return to an equivalent position within our Board. In the event an equivalent position no longer exists, the employee will have the right to bump consistent with Article 17.04.

23.03 Educational

- a) A leave may be granted for education and training purposes. Approval will be based solely on the merits of each application.
- b) Subject to the availability of funding, the Board may, upon receipt of proof that the employee has successfully completed the course, reimburse pre-approved expenses.

23.04 Leaves of Absence (With Pay)

The following leaves shall be granted without loss of salary, seniority or deduction from sick leave. The employees shall submit the appropriate Board documentation to their supervisor/principal for signature and the completed document will be forwarded to the senior administrator in human resource services for approval. The required documentation shall arrive at Human Resource Services at least ten (10) days prior to the date of the leave. In the event of an emergency, a telephone call to the site supervisor, followed by the appropriate documentation to Human Resource Services will be acceptable. Such absence must not, in the opinion of the Board, conflict with the efficient operation of the school system.

23.05 Bereavement

- a) Five (5) consecutive Business Days shall be allowed upon the death of a member of the immediate family of the employee. The immediate family

shall include the following members of either the employee or the Spouse of the employee as follows:

Husband/Wife	Father/Mother/Guardian
Son/Daughter/Foster Child	Brother/Sister
Grandfather/Grandmother/Grandchild	Court Appointed Dependent

- b) Up to three (3) consecutive Business Days shall be granted to attend funerals of non-immediate members of the family of the employee or the Spouse of the employee.
- c) At the discretion of the senior administrator in human resource services, an allowance of one (1) day may be granted for the attendance at the funeral of a close friend.

23.06 Child Birth and Adoption

One (1) day leave shall be granted for needs related to the birth/adoption of an employee's child.

23.07 Personal

At the discretion of the applicable site supervisor or designate, an allowance of up to a maximum of three (3) working days per school year may be granted to an employee for personal reasons. Said reasons are to be stated clearly, in writing, on the appropriate Board documentation. For a serious illness of a member of the immediate family, the Board shall grant to an employee a paid leave of absence for the remaining number of available paid personal day(s).

The meaning of "Personal" reasons shall include:

- a) To attend the wedding of a member of the immediate family.
- b) To allow for acts of nature over which one has no control.
- c) Receiving a degree.
- d) Writing examinations.
- e) Attending university or other convocation of a member of the immediate family.
- f) Absence due to extenuating circumstances not covered above may be granted a paid leave at the discretion of the senior administrator in human resource services or designate.

23.08 Communicable Disease / Quarantined

In any case where, because of exposure to a communicable disease, the employee is quarantined or otherwise prevented by the order of the medical officer of health from attending upon his/her duties.

23.09 Jury Duty / Subpoenaed

The employer agrees to grant leave of absence to employees without loss of salary or deduction from sick leave credits for absence from duty when required to serve on a jury or when subpoenaed as witness in any to which the employee is not a party or one of the persons charged. The amount of money received by the employee for court duties exclusive of travel allowances and living expenses shall be remitted to the Board.

23.10 Union Leaves Of Absence (Union Conventions, Conferences and/or Seminars)

Leave of absence with pay and without loss of seniority shall be granted, upon receipt of appropriate documentation for the Board, employees' elected or appointed to represent the Union at Union conventions, conferences and/or seminars. Such time shall not exceed a cumulative of sixty (60) working days in any contract year within the Union. The Union will reimburse the Board for all expenses related to replacement staff during the period of absence.

23.11 Elected Full-Time Union Position

- a) An employee who is elected or selected for a full-time position with the Union or any organization with which the Union is affiliated or is elected to public office will be granted leave of absence without pay and without the other benefits provided by this Agreement for a period of one twenty-four (24) month term but without loss of seniority. Such leaves may be renewed for twenty-four (24) additional months provided a written request is made to the senior administrator in human resource services.
- b) Where the employee is elected or selected for a full-time position with the Union is permanent full-time at a fixed location, the employee shall have the right to return to that location for a period not to exceed twenty-four consecutive (24) months, after which the position shall be posted as a permanent vacancy. In the event that the employee serves in a full-time position with the Union in excess of twenty-four (24) consecutive months or the position at the original location no longer exists, he/she shall be entitled to exercise bumping rights according to Article 17.04 c) upon return from such position.

23.12 Union President Leave

- a) An employee who is elected as President of the bargaining unit will be granted up to half-time release from their regular position. The employee will continue to receive their regular pay and benefits while President and the Board will be reimbursed 100% of the replacement costs. Notification of such leave request should be directed, annually, to the senior administrator in Human Resource Services.
- b) Where the employee elected Union President is permanent full-time at a fixed location, the Union President shall have the right to return to that location for a

period not to exceed twenty-four consecutive (24) months, after which the position shall be posted as a permanent vacancy. In the event that the employee serves as Union President in excess of twenty-four (24) consecutive months or the position at the original location no longer exists, he/she shall be entitled to exercise bumping rights according to Article 17.04 c) upon return from such position.

ARTICLE 24 DEFERRED SALARY LEAVE PLAN

24.01 The provisions governing Deferred Salary Leave Plans are set out in Appendix "D" to this agreement.

ARTICLE 25 LONG TERM DISABILITY

25.01 It is agreed and understood that all permanent employees under this contract shall be eligible and must be enrolled in the Long Term Disability plan upon hire. It is further agreed that all employees will pay 100% of the premium costs.

25.02 An employee, who is absent or will be absent from work due to illness or disability for twenty (20) or more consecutive working days, shall make application to the Long Term Disability Plan for insurance benefits.

25.03 Accepted for L.T.D. Benefits

- (a) The Board shall provide all days with pay required for the qualification period (to the extent of available sick leave credits) to an employee whose claim has been accepted for Long Term Disability benefits. Any sick leave credits paid beyond the approval date for L.T.D. benefits must be paid back to the Board retroactive to the approval date.
- (b) Benefit coverage may be maintained at the option of the employee by preauthorized direct debit from the employee's bank account, on a cost- shared basis as defined in Article 29.01 c) of this collective agreement, for an employee who has been accepted and is receiving Long Term Disability Benefits, up to a maximum of (24) twenty four months or for an employee who's application for Long Term Disability Benefits is pending.
- (c) It shall be understood that the Board will not "top up" the Long Term Disability days to achieve 100% gross wages.
- (d) The employee's sick leave credit accumulation and vacation accumulation shall be frozen while receiving Long Term Disability Benefits. Accumulated vacation to the date of approval for Long Term Disability will be paid to the employee sixty (60) days after such date of approval.
- (e) An employee who returns from approved Long Term Disability within twenty four (24) months from the date of disability shall return to his or her previous job

at his/her previous location provided they are capable of performing the essential duties of the job and subject to Article 17 Lay Off and Recall.

- (f) An employee who returns from approved Long Term Disability after twenty four (24) months but less than thirty six (36) months from the date of disability shall be placed in a position equivalent to the one held prior to the date of disability provided they are capable of performing the essential duties of the job.

25.04 Failure to Qualify for L.T.D. Benefits

- a) Any days absent during this period shall be deducted from the employee's sick leave credit accumulation provided the employee provides proper medical documentation to support the absence.
- b) If the employee has exhausted his/her sick leave credits while on unapproved long term illness, a leave without pay may be granted for a maximum of twenty-four (24) months, however there shall be no further accumulation of sick leave credits, vacation credits, seniority or vacation service.

ARTICLE 26 HEALTH AND SAFETY

26.01 Health and Safety shall be governed by the applicable provisions of the Occupational Health and Safety Act and a member of the bargaining unit shall participate in the Joint Health and Safety Committee.

26.02 Each site based committee shall be comprised of one site-based Board Representative and one site-based Worker Representative. Where workers are not represented by a trade Union, the site-based Worker Representative, who has been selected by workers, will inspect the worksite.

ARTICLE 27 MODIFIED REHABILITATIVE WORK

27.01 The Board and Union agree to work cooperatively to establish modified/rehabilitative work, on a temporary or permanent basis, in order to address an employee's established medical capabilities. All efforts to accommodate will be in accordance with the pertinent legislation under Human Rights, Workplace Safety & Insurance Act and any other applicable legislation. In order to promote a modified return to work program (i.e. work hardening) for an employee, the Board will provide the Union with a copy of all modified return to work programs. The Board may, in consultation with the Union, temporarily assign tasks to an employee that normally do not fall within the bargaining unit. The employee will be involved in the process to ensure participation and they will remain in the C.U.P.E. bargaining unit. The Board agrees not to offer modified work or rehabilitative volunteer work to the extent that it will cause layoffs or loss of regular hours to permanent employees of the Board.

ARTICLE 28 WORKERS' SAFETY & INSURANCE BOARD (W.S.I.B.)

- 28.01 Where an employee is absent from work as a result of a workplace injury the Board will continue to pay the employee their regular pay for a maximum of twenty (20) working days following the date of the accident. Payment for absences beyond the twenty (20) working days specified above shall be made directly to the employee by the W.S.I.B. Where W.S.I.B. has not approved a claim for benefits, an employee will only be permitted to access unused sick leave credits where appropriate medical documentation is provided to the employer to support the absence.
- 28.02 When the employee is accepted for W.S.I.B. benefits the amount of benefits paid by W.S.I.B. for the period the Board continued payment of wages to the employee shall be directed to the Board. The employee's sick bank shall be charged with the difference between the employee's regular wage and the amount awarded by W.S.I.B.
- 28.03 Sick leave credits will be earned and accumulated to the date of the injury and will start accumulating only after the employee returns to work.
- 28.04 The Board will continue to pay their share of the premiums for extended health care coverage, dental coverage, life insurance and pension contributions for a period of twenty-four (24) months following the date of the accident, provided the employee agrees to pay his/her portion by preauthorized direct debit from the employee's bank account.
- 28.05 Vacation pay and vacation time off will be earned and accumulated to the date of the injury and will start accumulating only after the employee returns to work.
- 28.06 Transportation to the nearest physician or hospital for an employee requiring medical care as a result of a work related accident shall be at the expense of the Board.
- 28.07 An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, provided that a doctor's note states that the employee is unfit for further work on this shift.

ARTICLE 29 BENEFITS

- 29.01 a) The Pension Plan for employees established by the St. Clair Catholic District School Board through OMERS shall be applicable to full time permanent 12 (twelve) month employees covered by this Agreement. OMERS shall be applicable to full time permanent ten (10) month employees covered by this agreement according to the plan's eligibility criteria. During the life time of this Agreement, the Board agrees to make contributions to the plan in accordance with the requirements of the OMERS Act. Part-time and Casual employees

shall be given the opportunity to participate in this plan subject to the provisions of OMERS.

- b) On behalf of each employee the Board shall pay the Board Health Tax and premiums for the Workers' Safety Insurance Board.
- c) For all eligible employees under age sixty-five (65) who became permanent employees prior to ratification of this agreement, the Board agrees to pay 85% of the billed premium cost of participation in the plans listed or equivalent plans. For employees working less than thirty (30) hours per week, the Board's share of premium costs will be paid on a pro-rated basis.

Effective upon ratification of this agreement, for eligible employees under age sixty-five (65) working less than full-time who become permanent employees, the Board's share of premium costs will be paid on a pro-rated basis.

29.02 Group Life Term Insurance and Accidental Death and Dismemberment

- a) Group life insurance coverage shall be mandatory for Permanent Full-time employees and Permanent Part-Time employees – either three (3) times salary or a minimum of \$10,000.00.
- b) Accidental Death and Dismemberment insurance will be equivalent to the Group Life term insurance amount.

29.03 Optional Life Insurance

Employees have the option of buying optional life insurance in \$10,000.00 increments, to a maximum of \$250,000 including the group life coverage with the employee paying one hundred percent (100%) of the premiums.

29.04 Extended Health Care

Semi-Private coverage, prescription drugs equivalent to Liberty formulary number 3 which covers drugs that legally require a prescription plus certain life sustaining over the counter drugs (\$2.00 per prescription deductible paid by the employee), vision care - \$300 every 24 months, annual eye examination, hearing aids - \$500 every 60 months, Chiropractic – maximum \$35 per visit, \$400 per year and Physiotherapy – maximum \$35 per visit, \$400 per year. In addition, the plan will provide for dependent coverage to age 21, or to age 25 provided the dependent is unmarried and enrolled as a full-time student in an accredited institution of learning.

29.05 Deluxe Travel Insurance Plan

This travel insurance plan shall be compulsory for each employee who is enrolled in the Extended Health Plan. In addition, the plan will provide for dependent

coverage to age 21, or to age 25 provided the dependent is unmarried and enrolled as a full-time student in an accredited institution of learning.

29.06 Dental Plan

- a) Equivalent to Liberty Health Rider #3 and Rider #4.
- b) Orthodontic Rider 3 - \$2500 per individual lifetime maximum
- c) Nine (9) month recall.
- d) All benefits under this present plan are paid in accordance with the Ontario Dental Association's Schedule of Fees. The Schedule of Fees to be used is current year minus two (2) years as at February of each year. In addition, the plan will provide for dependent coverage to age 21, or to age 25 provided the dependent is unmarried and enrolled as a full-time student in an accredited institution of learning.
- e) All of the benefits mentioned in this clause shall be as more particularly described and set forth in the respective policies of insurance. Copies of the 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 any 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, but the Board will use its best efforts to adjust and settle any such dispute.
- f) The Union will be given written information about any changes which have been made to the rates and given written information regarding changes in carriers.

29.07 Continuation of Benefits

- a) The Board agrees to maintain the payment of its premiums for Extended Health and Dental Plans for employees laid-off for periods less than (24) twenty-four months, provided the employee agrees to pay his/her portion of the premiums by preauthorized direct debit from the employee's bank account.
- b) The Board shall make available to each retired member upon retirement, and until age 65, the option of enrolling in a benefit plan. The retired member shall pay 100% of the premium costs.

29.08 Benefit Contracts and Statistical Information

The Board shall provide the Union with copies of all information regarding the group insurance and extended health plans. This shall include each master contract with the insurance company and the annual financial statements.

- 29.09 The Board reserves the right to change insurance carriers provided the insurance maintains equal or better coverage.
- 29.10 The Union Local 4168 will share in the premium reduction to the extent of 5/12 as per Unemployment Insurance Reduction Plan.
- 29.11 Medical fees associated with the renewal of required trade tickets shall be paid by the Board.

ARTICLE 30 PAYMENT OF WAGES

- 30.01 a) The Board shall pay wages every other Thursday for the period up to and including Friday of the same week, in accordance with Schedule "A" (wage rate progression) attached hereto and forming part of this Agreement.
- b) Notwithstanding Article 30.01 a), pay for casual work performed during the pay period immediate prior to the Christmas Break, will be paid after the break.
- 30.02 Employees will receive payment by direct deposit to the employee's bank account.
- 30.03 a) An employee who is transferred by the Board to fill a temporary absence of another employee shall receive the rate for the job or his/her rate whichever is the greater.
- b) An employee who accepts to substitute on any job during the temporary absence of another employee shall receive the rate for the job.
- c) A permanent part-time employee shall be paid the permanent rate when performing temporary and casual work.
- d) A temporary employee shall be paid the temporary rate when performing temporary work and the casual rate when performing casual work.
- e) A casual employee shall be paid the casual rate when performing casual work.
- 30.04 Effective June 30, 2009, the Board shall no longer offer the option to reapply to the Canada Savings Bond Payroll Savings Plan.

ARTICLE 31 DEFERRED RETIREMENT INVESTMENT PLAN

- 31.01 The Board agrees to annually pay 1% of each employee's previous year annual wage (exclusive of fringe benefits, overtime or additional hours) to a third party investment company to be identified by the Union, in one cheque not later than March 15th of each year.

ARTICLE 32 TRAVEL ALLOWANCE

- 32.01 a) Each employee shall bear the cost of traveling from home to his/her first work location and from his/her last work location to home.
- b) The Board agrees to pay each employee the applicable Revenue Canada rate per kilometre for each kilometre driven in the employee's own automobile while on the employer's business provided that the employee has received authorization from the employer.
- c) An employee who is required to travel between work locations in the same workday shall be granted reasonable time to travel between those work locations.
- 32.02 It is understood and agreed that employees using their personal cars on the Board's business shall maintain car insurance coverage in an amount not less than One Million Dollars for personal liability and public damage.
- 32.03 Float Custodians shall be assigned by their supervisor a home base at Ursuline College, St. Patrick High School or the CEC in Wallaceburg, whichever is closest to their regular area of work. Travel allowance shall be paid to the aforementioned employees for km travelled in excess of 15 km from the assigned base to the first work location of the day. Travel allowance shall be paid for all km travelled between work locations during the day. Travel allowance shall be paid to the aforementioned employees for km travelled in excess of 15 km from the last work location of the day to the home base.
- 32.04 Computer Technicians shall be assigned by their supervisor a home base either at Ursuline College, St. Patrick High School or the CEC in Wallaceburg, whichever is closest to their regular area of work.

ARTICLE 33 MAJOR TECHNOLOGICAL CHANGES

- 33.01 The Board shall notify the Union before the introduction of any major technological changes, which will impact members of the bargaining unit.
- 33.02 The Board shall update the Union on any technological change at a Joint Liaison Committee meeting.
- 33.03 An employee about to be affected by the technological change shall be allowed a reasonable training period to acquire the necessary knowledge or skills. Where training to enable employees to adapt to technological change would be reasonably practicable, the Board agrees to provide the training.
- 33.04 No such employee as in 33.03 above shall be dismissed or have his/her regular hours or rate of pay reduced by the Board because of technological change provided the employee has the skills, experience, ability and qualifications to perform the work that remains available.

ARTICLE 34 PROFESSIONAL DEVELOPMENT

- 34.01 When the Board in consultation with the members of the Union, determines the need for professional development, in-servicing will be held.
- 34.02 The in-service agenda and related costs must be approved by the appropriate Superintendent.
- 34.03 This day may be held on a Board scheduled Professional Development Day.
- 34.04 Where it is determined by the Board that the attendance is mandatory, invited employees will be paid at their normal daily rate of pay. If the invited employee does not attend the in-service session, he/she will not receive payment for this time.

ARTICLE 35 JOB SECURITY

- 35.01 The Board agrees not to contract out bargaining unit work to the extent it will cause layoffs or loss of regular hours to permanent employees of the Board as of the date of ratification. Furthermore, the Board will not systematically replace the work currently performed by a member of the bargaining unit. It is understood that in the case of Maintenance staff and Computer Technician staff where there is no suitably qualified applicant for the Vacancy, the Board may contract out the work, until such time as a qualified applicant can be placed. The Board does not intend to systematically replace full-time employees with part-time employees.

ARTICLE 36 CUSTODIAL AND MAINTENANCE

- 36.01 The Board agrees to supply three (3) sets of uniforms per year. The employee has the discretion to purchase a jacket, coat, safety shoes or any other work related clothing as approved by the supervisor, in lieu of one (1) set of the three (3) uniforms up to a value equal to one uniform set. Maintenance employees will be supplied a winter jacket or insulated coveralls in addition to the three (3) uniforms all of which will be chosen from a predetermined selection of clothing mutually agreed upon by the Board and employee representatives from the Facility Services staff.
- 36.02 Maintenance staff shall wear CSA approved safety shoes. Upon proof of purchase, the Board shall pay up to \$175.00 per employee per year for the safety shoes.
- 36.03 If approved by the appropriate manager, tools required for each maintenance position may be provided by the Board.
- 36.04 Each employee will have two lists approved by the appropriate manager listing all tools to be used on Board business. One list will be for employee owned tools and one for Board owned tools. Each list will be annually verified for accuracy by each respective employee.

36.05 The Board will replace with like kind, at its costs, all employee owned tools on approved lists which in the course of Board business have been worn, broken, stolen, or lost subject to reasonable limits and circumstances as determined by the appropriate manager.

36.06 The lists of tools will be submitted to the appropriate manager by each employee no later than January 15th of each year and will be validated and approved by the appropriate manager no later than March 1 of each year.

ARTICLE 37 GENERAL

37.01 Job Classification:

- a) Should the Board establish a new position, the applicable wage rate will be determined as a result of job evaluation.
- b) The rate of pay for any position not covered by Schedule "A" (wage rates) which may be established during the life of this Agreement, shall be subject to negotiations between the Board and the Union. The new rate shall become retroactive to the time the position was first filled.
- c) The Board agrees that no job(s) shall be reclassified without prior notification and consultation.

37.02 In the event the Board merges with any other body, the Board where it has the authority to do so will endeavor to ensure that:

- a) Unionized employees shall be credited with all seniority rights with the new Board.
- b) All service credits relating to vacation with pay, sick leave credits, pensionable service, and other benefits shall be recognized by the new Board.
- c) All work and services now performed by-members of the Canadian Union of Public Employees Local 4168, shall continue to be performed by C.U.P.E. members with the new Board.

The Board agrees to include C.U.P.E. Local 4168 in all discussions pertaining to the above.

ARTICLE 38 ADMINISTRATION OF MEDICATION

38.01 The Board shall through existing or supplementary insurance coverage adequately insure employees against claims arising from the administration of medication in accordance with Board policy or directives for those employees who must deal with medical procedures.

ARTICLE 39 DURATION

39.01 This Agreement shall commence on the 1st day of January 2009 and end on the 31st day of August 2012 and shall continue thereafter from year to year, unless either party gives notice to the other in writing not less than thirty (30) or not more than ninety (90) days prior to the expiry date herein, of the party's intention to terminate or to negotiate revisions to this Agreement.

Signed this ____ day of November 2008,

FOR THE BOARD:

FOR CUPE Local 4168:

**Wage Rate Progression
Job Groups**

SCHEDULE 'A'

EFFECTIVE JANUARY 1, 2009 - 3.0%

	Job Group	90% of Start (Casual)	Probation (1st 6 months) & Temporary	After 6 months	1 Year	2 Year
1	Custodian	\$15.71	\$17.45	\$18.04	\$18.42	\$19.37
2	Secretary - Special Education Library Technician - Resource Library Library Technician – Elementary Clerk – Accounting Receptionist - Accounting Clerk SFE Operator Educational Assistant - Special Education	\$17.60	\$19.56	\$20.21	\$20.65	\$21.71
3	Semi-skilled – Maintenance Educational Assistant - Alternative Education Library Technician – Secondary Secretary – Secondary	\$17.78	\$19.76	\$20.42	\$20.87	\$21.97
4	Computer Technician Clerk – Payroll Secretary - School Support Services Secretary – Elementary	\$17.95	\$19.94	\$20.62	\$21.06	\$22.17
5	Head Secretary – Secondary	\$18.47	\$20.52	\$21.22	\$21.66	\$22.80
6	Licensed Maintenance	\$21.08	\$23.42	\$24.08	\$24.52	\$25.63

EFFECTIVE JANUARY 1, 2010 - 3%

	Job Group	90% of Start (Casual)	Probation (1st 6 months) & Temporary	After 6 months	1 Year	2 Year
1	Custodian	\$16.18	\$17.97	\$18.58	\$18.97	\$19.95
2	Secretary - Special Education Library Technician - Resource Library Library Technician – Elementary Clerk – Accounting Receptionist - Accounting Clerk SFE Operator Educational Assistant - Special Education	\$18.13	\$20.15	\$20.82	\$21.27	\$22.36
3	Semi-skilled – Maintenance Educational Assistant - Alternative Education Library Technician – Secondary Secretary – Secondary	\$18.31	\$20.35	\$21.03	\$21.50	\$22.63
4	Computer Technician Clerk – Payroll Secretary - School Support Services Secretary – Elementary	\$18.49	\$20.54	\$21.24	\$21.69	\$22.84
5	Head Secretary – Secondary	\$19.02	\$21.14	\$21.86	\$22.31	\$23.48
6	Licensed Maintenance	\$21.71	\$24.12	\$24.80	\$25.26	\$26.40

EFFECTIVE JANUARY 1, 2011 - 3%

	Job Group	90% of Start (Casual)	Probation (1st 6 months) & Temporary	After 6 months	1 Year	2 Year
1	Custodian	\$16.67	\$18.51	\$19.14	\$19.54	\$20.55
2	Secretary - Special Education Library Technician - Resource Library Library Technician – Elementary Clerk – Accounting Receptionist - Accounting Clerk SFE Operator Educational Assistant - Special Education	\$18.67	\$20.75	\$21.44	\$21.91	\$23.03
3	Semi-skilled – Maintenance Educational Assistant - Alternative Education Library Technician – Secondary Secretary – Secondary	\$18.86	\$20.96	\$21.66	\$22.15	\$23.31
4	Computer Technician Clerk – Payroll Secretary - School Support Services Secretary – Elementary	\$19.04	\$21.16	\$21.88	\$22.34	\$23.53
5	Head Secretary – Secondary	\$19.59	\$21.77	\$22.52	\$22.98	\$24.18
6	Licensed Maintenance	\$22.36	\$24.84	\$25.54	\$26.02	\$27.19

EFFECTIVE JANUARY 1, 2012- 3%

	Job Group	90% of Start (Casual)	Probation (1st 6 months) & Temporary	After 6 months	1 Year	2 Year
1	Custodian	\$17.17	\$19.07	\$19.71	\$20.13	\$21.17
2	Secretary - Special Education Library Technician - Resource Library Library Technician – Elementary Clerk – Accounting Receptionist - Accounting Clerk SFE Operator Educational Assistant - Special Education	\$19.23	\$21.37	\$22.08	\$22.57	\$23.72
3	Semi-skilled – Maintenance Educational Assistant - Alternative Education Library Technician – Secondary Secretary – Secondary	\$19.43	\$21.59	\$22.31	\$22.81	\$24.01
4	Computer Technician Clerk – Payroll Secretary - School Support Services Secretary – Elementary	\$19.61	\$21.79	\$22.54	\$23.01	\$24.24
5	Head Secretary – Secondary	\$20.18	\$22.42	\$23.20	\$23.67	\$24.91
6	Licensed Maintenance	\$23.03	\$25.59	\$26.31	\$26.80	\$28.01

Letter of Agreement

TERMS OF REFERENCE FOR PAY EQUITY AND INTERNAL EQUITY MAINTENANCE

A. PREAMBLE

The parties have agreed to the following Terms of Reference for the purpose of Pay Equity maintenance in accordance with the provisions of the Pay Equity Act and its guidelines as well as maintaining internal equity with respect to classifications referred to in the collective agreement.

B. JOINT JOB EVALUATION COMMITTEE

The Joint Job Evaluation Committee (JJEC) shall be comprised of:

- 3 representatives from the Union
- 2 representatives from the Board.

A quorum for the JJEC meeting shall be a minimum of four members.

(two each minimum from Union and the Board)

The JJEC shall meet to review new evaluations and for re-evaluations at the request of either party but no more than quarterly and no less than annually.

The position of Chairperson to the JJEC shall alternate between the Union and the Board.

Accurate minutes and rating documentation of the JJEC must be kept by the Recording Secretary of the JJEC. The Recording Secretary shall not participate in any rating decisions. The person appointed to this role shall be by mutual consent of the parties.

The decision of the Joint Job Evaluation Committee must be by consensus. All decisions made by the JJEC are final and binding. The JJEC shall provide rationale for their decisions.

If consensus cannot be reached, see Settlement of Disagreements.

It shall be the responsibility of the Joint Chairpersons to communicate the decision of the JJEC to the incumbent(s) and supervisors(s) using the Job Evaluation Advice of Rating Form (Appendix A).

C. JOINT JOB EVALUATION MAINTENANCE PROGRAM

- 1.1 It is important to maintain accurate job descriptions and Job Fact Sheets and job ratings on an ongoing basis. It is the intention of the parties to periodically review jobs upon request and to ensure all remaining jobs be reviewed every 24 to 36 months.
- 1.2 Whenever the Board changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description and/or job analysis questionnaire does not reflect the duties/responsibilities of the job, the following procedures shall be followed:
 - a) The incumbent(s)/Union or the supervisor/Board may request a job evaluation review by completing and submitting a Job Evaluation Maintenance Form (Appendix B);
 - b) Upon receipt of a completed Job Evaluation Maintenance Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve the interviewing of incumbent(s) and the supervisor(s) and visits to the job site by two appointed JJEC members (1 Union/1 Board), as well as information from the Job Evaluation Questionnaire and/or job description as appropriate. Based on this information, the Committee shall update the job description and/or Job Fact Sheet as necessary;
 - c) Where the job description and/or Job Fact Sheet has been changed, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and the supervisor of its decision. The rating of the job shall determine the job group and the wage rate for the job;
 - d) If the job is rated in a job group with a wage rate higher than the existing pay rate, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Maintenance Form was submitted or the new duties were assigned, whichever is earlier. The incumbent(s) shall retain the same place on any increment grid. All economic adjustments negotiated from time to time shall be calculated upon the appropriate wage rate classification;
 - e) If the job is rated in a job group with a wage rate lower than the existing wage rate the incumbent in the job shall have their current wage rate frozen until such time as the wage rate for the job group meets or exceeds the current wage rate of the incumbent.

- 1.3 Whenever the Board wishes to establish a new job, the following procedures shall apply:
- a) The Board shall prepare a new job description for the job;
 - b) The JJEC shall meet to establish a temporary rating for the job based on the new job description. This temporary rating will place the job in a job group and the applicable wage rate will apply;
 - c) The job shall be posted and any person appointed to the job shall be paid the temporary wage for the job group;
 - d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Fact Sheet which shall be submitted to the JJEC for rating according to the previously agreed to procedure. The wage rate shall be paid to each incumbent effective the date of his/her appointment to the job.

D. SETTLEMENT OF DISAGREEMENTS

- 2.1 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Maintenance Program, the Co-Chairpersons of the Committee shall request within ten (10) working days, that each party designate an Advisor to meet with the Committee. The two (2) Advisors shall meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) Advisors appointed pursuant to Section D, 2.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the Union and the Board of this fact, within fifteen (15) working days.

- 2.2 Either party may, by written notice to the other party, refer a pay equity dispute to a Review Officer from the pay Equity Commission, as per the Pay Equity Act. Any other disputes shall be addressed in accordance with grievance procedures as outlined in the collective agreement.

E. APPLYING THE RATING TO THE WAGE RATE CLASSIFICATION

- 3.1 The total point allocation resulting from the job evaluation process shall be used to determine the wage range for the job groups subject to agreement by the parties.

F. AMENDMENTS

- 4.1 The parties from time to time may amend the terms of reference and/or waive provisions therein for pay equity and/or internal equity maintenance by mutual agreement.

APPENDIX 'A'

ADVICE OF RATING FORM	
Incumbent's Name:	
Job Title:	Job #:
Department:	Location:
Current Pay Grade:	

This is to advise the rating for the job to which you have been appointed is as follows:

JOB RATING										
Sub factors	EDU	EXP	CJD	IND	CON	WR	LDR	PHS	SEN	ENV
Degree										
Points										
Total Points:										
RATING RESULTS: <input type="checkbox"/> No Change <input type="checkbox"/> Change in Points <input type="checkbox"/> Change in Band										
Pay Grade: _____ Increment: _____										

Employer Co-Chairperson:	Union Co-Chairperson:
Date:	Date:

Maintenance Committee/Human Resources to send copies to:		
<input type="checkbox"/> Incumbent(s)	<input type="checkbox"/> Supervisor	<input type="checkbox"/> Union

APPENDIX 'B'

JOB EVALUATION MAINTENANCE FORM

FOR

THE ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES 4168

A. POSITION IDENTIFICATION

Job Title: _____ Department: _____

Employee Name: _____ Employee Signature: _____

Date: _____

B. CHANGES

1. If the general purpose of the position has changed, please submit a new Job Fact Sheet.
2. Are there significant changes to the key activities presently stated on your Job Fact Sheet?
NO ____ **YES** _____. If yes, please specify the key activity (A, B, C, D or E) and state the change/s only. Estimate (to the nearest %) the percentage of the time per you spend on each Key Activity.

KEY ACTIVITY AND %	CHANGE

Please complete the evaluation factors which you feel have been affected:

1. EDUCATION

Definition

Education refers to the training an/or formalized knowledge (versus practical experience) necessary to prepare an individual to satisfactory fill a position based on today's educational levels and standards. Such knowledge is most commonly acquired as the result of time spent in schools, trades, colleges, universities, other formal instruction programs or equivalent.

Application of this factor should not be confused with either the actual education of a particular incumbent or with employment standards established to ensure adequate background for advancement within the organization.

For jobs coming from an apprenticeship program only the entrance education level (as prescribed) plus the required classroom time is measured in this factor. Time spent learning on the job is measured under the experience fact.

Have the minimum education and/or specific training requirements changed? **NO** ____ **YES** ____
Please specify.

2. EXPERIENCE

DEFINITION

Work experience measures the length of time (in months or years) required to learn under instruction or guidance, the essential techniques and skills required by the job. The experience will be gained on the job under consideration, as well as on prior job where the same or more elementary principles and techniques are used, and also on related jobs where one can build up a body of knowledge essential to the proper performance of the job. When evaluating this factor, include the time needed to learn special skills required for the job (but not normally taught during formal education). For jobs coming from an apprenticeship program, the time spent learning on the job (versus classroom time) is measured under this factor.

The amount of work experience represents the fastest elapsed on-the-job learning time. It is not the same as "years of experience" often used for promotion or hiring purposes. It does not reflect individual maturity or typical ages of people on a certain job. Assume that the incumbent starts with the educational level specified in the Education factor.

Has the time period of relevant experience necessary to learn and carry out the required job activities changed? **NO** _____ **YES** _____ **Please specify.**

3. COMPLEXITY-JUDGEMENT DECISION MAKING

DEFINITION

This factor deals with the decision-making aspects of the position.
Complexity refers to the variety and relative difficulty of the material or information upon which decisions are based.
Judgment refers to the use of knowledge gained through formal education/training and experience in making the decisions.

Please specify reasons for consideration and give examples.

4. INDEPENDENCE

DEFINITION

This factor refers to the degree of freedom available to exercise individual action in undertaking tasks and achieving required outputs. It also considers ingenuity, creative thought which may be needed on the job.

It is limited by the amount of direction and control received from either personal supervision/leadership or standard practices and precedents. The level of independence increases as the amount of control decreases.

Please specify reasons for consideration and give examples.

5. CONSEQUENCE OF ACTION

DEFINITION

This factor appraises the likelihood and the probable effect of errors on the job. Consider the extent of losses to the organization which may result from mistakes occasioned by insufficiently considered decisions or judgments. Consider a typical instance, not a rare or extreme one.

Consequence of Action is also used to evaluate responsibility for the safety of others.

Please specify reasons for consideration and give examples.

6. WORKING RELATIONSHIPS

DEFINITION

This factor refers to the nature and purpose of communicating with other people and/or for the well being of students. The contacts can be internal or external to the organization.

Contacts can be: talking face-to-face, on the telephone, making presentations, written communication, instructing, guiding, counseling or negotiating.

Please specify reasons for consideration and give examples.

7. LEADERSHIP

DEFINITION

Leadership considers the degree, kind and intricacies of operating supervision or the nature of functional supervision, technical direction or advice provided in staff relationships subject to organization practices (i.e. approval).

Operating leadership (supervision) refers to situations where there is a direct, clearly understood reporting relationship between the leader and staff. The leader is typically responsible for assigning the work, reviewing progress, and checking the results. They may also be responsible for performance reviews, discipline, coaching, recommending promotion or demotion.

“Functional leadership (supervision)” may be provided by a person who is particularly knowledgeable or expert in a field or discipline. The expert may be required to provide direction regarding this area of expertise to others for whom they have no formal responsibility.

Please specify reasons for consideration and give examples.

8. PHYSICAL DEMANDS

DEFINITION

Physical Demands considers the degree and severity of physical exertion associated with the position. Consider the intensity and severity of the physical effort rather than the strength or energy needed to perform the task.

Please specify reasons for consideration and give examples.

9. SENSORY DEMANDS

DEFINITION

Sensory Demands considers the degree and severity of mental concentration associated with the position.

Please specify reasons for consideration and give examples.

10. ENVIRONMENT

DEFINITION

This factor measures the frequency of exposure to undesirable or disagreeable environmental conditions, or hazards under which the work is performed. In general, consider the following characteristics of work:

Exposure to such unpleasant or disagreeable conditions as temperature extremes, fumes, chemicals, odours, noise, inclement weather, interruptions; hazards which present a risk to health or personal safety; requirement to the use safety devices, clothing or other safety procedures.

Please specify reasons for consideration and give examples.

C. OTHER COMMENTS

D. SUPERVISOR'S COMMENTS

SUPERVISOR'S NAME: _____

SUPERVISOR'S SIGNATURE: _____

PLEASE RETURN TO:

ZONES-BUMPING

APPENDIX 'C'

1. **Sarnia-Corunna**
St. Joseph (Corunna)
St. Anne (Sarnia)
St. Christopher
St. Patrick
Gregory A. Hogan
Sacred Heart (Sarnia)
St. Benedict
St. Margaret
St. Peter
St. Therese

2. **Forest-Watford-Bright's Grove-Petrolia-Wyoming**
St. John Fisher
St. Peter Canisius
St. Michael (Bright's Grove)
St. Philip
Holy Rosary

3. **Port Lambton-Wallaceburg-Turnerville (Board Office)**
Sacred Heart (Port Lambton))
St. Elizabeth
Christ The King
Holy Family
St. Michael (Turnerville)

4. **Chatham-Tilbury**
St. Agnes
Georges P. Vanier
Monsignor Uyen
St. Joseph
Our Lady of Fatima
St. Ursula
Ursuline College
St. Vincent
St. Joseph (Tilbury)

5. **Blenheim-Ridgetown-Bothwell-Thamesville**
St. Anne, (Blenheim)
St. Mary
St. Michael, (Ridgetown)
Good Shepherd

DEFERRED SALARY LEAVE PLAN

APPENDIX 'D'

Qualification

1. Any employee having three (3) years' seniority with the Board is eligible to participate in the Plan.

Description

2. Subject to the approval of the Canada Revenue Agency, the number of years over which the employee's salary is to be deferred shall be negotiated between the employee and the Director of Education, but will not exceed a six (6) year span from the commencement of the deferral of salary to the completion of the period of leave, in accordance with the Income Tax Act (Canada). The leave must be for no less than a six (6) month period.

Application

3.
 - a) An employee who intends on participating in the Plan must apply in writing to the Director or Education on or before January 31st requesting permission to participate in the Plan.
 - b) The application form shall set out the period in which the Plan is to be affected and the year in which the employee requests the leave.
 - c) Criteria for acceptance will be based on:
 - i) earliest applications and
 - ii) seniority
 - d) Written acceptance or denial of the employee's request with an explanation will be forwarded to the employee by April 1 in the year the application is made.
 - e) Approval of individual requests to participate in the Plan shall be at the sole discretion of the Board.
 - f) The employees cannot receive any earnings during the leave from the employer as this will disqualify the arrangement as a bona fide Salary Deferral Agreement.
 - g) In accordance with the Income Tax Act (Canada), employees must return to the employ of the employer or another employer that provides its employees the option to take a Salary Deferral Leave for a period at least equal to the duration of the leave at the end of the leave.

Payment formula and Leave of Absence

4. In each year of the Plan preceding the year of the leave, the employee shall be paid an equally reduced percentage of his/her proper grid salary and applicable allowances. The remaining percentage of annual salary, not to exceed one third of their earnings in accordance with the Income Tax Act (Canada), shall be deferred and this accumulated amount plus any interest earned shall be retained for the employee by the Board to finance the year of the leave.
5. Deductions will be made each pay period and remitted once a month to the current Board bank account set up separately for each participating employee. The funds in this account will be held in trust by the Board for each contributor at the bank where the Board normally does business. On or before January 31st in the first year of the participation and each year thereafter until and including the year following the leave of absence of each participating employee, he/she shall receive from the Board a statement of principal and interest standing to his or her credit, as recorded and reported by the Bank.
6. Interest shall be credited to the account monthly, using the Minimum Lending Rate less a specified percentage established by the bank. The interest rate will be applied in accordance with banking agreement established with the Board. The Board agrees to pay the interest earned annually on the trust account at the end of each taxation year in accordance with current legislation and will recognize the earnings in amounts reported to the employee's T4. In the year of the leave, one third of the accumulated savings including undistributed interest in the current account shall be paid to the employee by September 15th and the balance by January 15th less the appropriate payroll deductions.

Employee Benefits

7.
 - a) While an employee is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had he/she not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.
 - b) An employee's benefits will be maintained by the Board during his/her leave of absence; however, the premium costs of all benefits shall be paid by the employee during the year of leave.
 - c) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.
8. The Board will make pension deductions from payments to the participant in accordance with the appropriate pension act. It is understood that OMERS will treat the year of leave as broken service which the employee could purchase at double contribution on 100% of annual salary.

9. a) Sick leave credits will not accumulate during the year spent on leave.
- b) Seniority will continue to accumulate.
- c) Experience for purposes of salary increment will not accumulate for the period of the leave.

Withdrawal from the Plan

10. Laid off employees must withdraw from the Plan. In such case the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan, subject to the statutory deductions required from time to time by the regulations set by Revenue Canada. Where an employee withdraws from the plan, the Board shall issue revised T4s for years in which earnings were deferred.
11. An employee may withdraw from the Plan at any time prior to March 1st of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Section 10 above.
12. Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death will be paid to the employee's estate.
13. An employee who resigns from the Board's employ, is dismissed, or otherwise ceases to be employed by the Board prior to commencement of his/her leave, shall be deemed to have withdrawn from the Plan.
14. In the event that the employee requests to delay or defer the leave of absence and the Board consents, then such leave may be postponed but under no circumstances should such delay or deferral exceed one (1) school year and the participant must take his/her leave at the end of such time or withdraw from the Plan at that time, taking into consideration the parameters previously noted.

LETTER OF UNDERSTANDING #1

Re: Professional Development

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The allocation of the CUPE Bargaining Unit's proportional share of the Ministry of Education's funding enhancements for Professional Development and Training for Education Support Workers in the GSN calculated as the ratio between the CUPE Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006 - 2007 Financial Statements is \$72,150.17. It will be used to support the professional development of bargaining unit members during the 2008 – 09 and/or 2009-10 school years. CUPE will have the opportunity to provide input into the use of this one-time funding through the Joint Liaison Committee. The Board will provide calculations showing that the funds were fully expended as provided for above.

For the Employer

For CUPE Local 4168

LETTER OF UNDERSTANDING #2

Re: PDT Provincial Committees

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 St. Clair Catholic District School Board and the Canadian Union of Public Employees, Local 4168, agree that in the event a member of the bargaining unit is appointed to either of these committees, the employee will not suffer loss of pay or benefits for time spent attending committee meeting. Whereas the Ministry of Education has made the commitment to pay all expenses related to participation on these committees it is further agreed that any money received by the employee directly from the Ministry in this regard, exclusive of travel allowance and living expenses shall be remitted to the Board.

For the Employer

For CUPE Local 4168

LETTER OF UNDERSTANDING #3

Re: Staffing Funding Enhancement of 2011-12 Education Assistants

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2011-12 the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% and the Special Education Per Pupil Amount (SEPPA) in the GSN as follows: JK to Grade 3 benchmark: \$86.55; Grade 4 to Grade 8 benchmark: \$66.62; Secondary benchmark: \$41.09;

Subject to the above, in 2011-12, the Board will apply this enhanced funding, up to the value of the Board's share to increase the number of hours worked by Education Assistants to a minimum of six hours and forty-five minutes (6.75 hours) per day effective September 1, 2011.

The use of the incremental forty-five (45) minutes for Education Assistants must include scheduled supervision of students or after-school homework support. However Principals may assign some of such additional time within the usual scope of duties of an Educational Assistant. Principals shall have the flexibility to assign this time 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.

Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this collective agreement.

For the Employer

For CUPE Local 4168

LETTER OF UNDERSTANDING #4

Re: Staff Funding Enhancement for 2009-2010
Custodial / Maintenance Staff (School Operations)

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 the School Operations benchmark per square meter by \$1.41;

The following staffing levels are projected:

Position	May 2008	Projected 2009 – 2010	Projected 2010 – 2011	Projected 2011 - 2012
Custodian	70.95	66.53	62.93	61.92
Maintenance – Semi-skilled	11	9.52	9.3	9.15
Maintenance – Licensed	3	2.87	2.80	2.76

WHEREAS the Government will require that this funding enhancement in 2009-10 be fully used to address the workload of Custodial, Maintenance, Skilled Trades and Building Security Staff;

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

- Offset staff reductions of 4.42 FTE Custodial staff and .13 FTE Maintenance - Licensed staff and 1.48 FTE Maintenance – Semi-skilled

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 2011-12 school year.

The costs to maintain the current Custodial & Maintenance staffing is \$334,599

The projected enhanced funding for 2009 – 2010 is \$177,358

Therefore it is projected that there will be no funds remaining to hire additional unionized Board-employed Custodial and Maintenance Staff in 2009-10.

For the Employer

For CUPE Local 4168

LETTER OF UNDERSTANDING #5

Re: Staff 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 2009-10 funding for Office Support Staff in elementary schools through the elementary component of the School Foundation Grant;

The following staffing levels are projected:

	Actual May 2008	Projected 2009 - 2010	Projected 2010 – 2011	Projected 2011 – 2012
Elementary Secretary	31.00	30.00	28.00	27.73

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

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

- Offset staff reductions Elementary Secretarial staff of 1.0 FTE.

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 2011-12 school year.

The costs to maintain the current Elementary Secretarial staffing is \$45,445

The projected enhanced funding for 2009 – 2010 is \$11,239

Therefore it is projected that there will be no funds remaining to hire additional unionized Board-employed Elementary School Office Support Staff in 2009-10.

For the Employer

For CUPE Local 4168

LETTER OF UNDERSTANDING #6

Re: Benefit Improvements

The allocation of the CUPE Bargaining Unit's proportional share of the Ministry of Education's funding enhancements for Benefits calculated as the ratio between the CUPE Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized employees, excluding occasional teachers, as reported in the Board's 2008 - 2009 Financial Estimates is \$49,881.80. This projected amount may or may not change as a result of the actual FTE numbers that will be reported on the Board's 2008 – 2009 Financial Statements rather than estimated FTE numbers.

The parties agree to negotiate the enhancements to group benefits and other working conditions for implementation by September 1, 2010, through the Joint Liaison Committee. Provided that proposed enhancements conform to any regulatory limitations the preference as to which specific benefits will be reviewed for implementation shall be determined by the CUPE bargaining unit.

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

All group benefit coverage levels, provisions and practices in place in 2007-2008, and not revised under this enhancement, shall remain status quo for the 2008 to 2012 locally negotiated Collective Agreements. For clarity, if in September 2007 the ODA rate was set at 2005 rates, then in September 2009 the ODA rate would be set at 2007 rates.

AGREED November 3, 2008

For the Employer

For CUPE Local 4168

