

# **COLLECTIVE AGREEMENT**

between the

**Catholic District School Board of  
Eastern Ontario**

and the

**Canadian Union of Public Employees  
Local 4154**

September 1, 2004 to August 31, 2007

13168 (02)

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**ANNUAL STAFFING PROTOCOL FOR EAs**Preamble:

Educational Assistant Positions will be assigned based on the needs of the students and school and in a manner that ensures the continued provision of quality service to meet the needs of the students.

1. The staffing process is subject to Ministry of Education/Special Education Funding and the needs of the students and the school.
2. The Superintendent of Special Education in conjunction with principals will establish staffing requirements for the school year (or during the year as required).
3. Where a particular student requires specialized and/or specific care, the **EA** assigned to the student will possess the minimum qualifications and the required skills, in order to meet the specialized needs of this student.
4. EAs will indicate on the School Request Form or Application for Leave Form (available on the intranet), interest in either remaining in their current position, transferring into another assignment (indicating up to 3 choices in order of priority) or requesting a leave. These forms are to be forwarded by the employee to the Human Resources Department by April 1st. The Human Resources Department shall forward copies of these forms or a spreadsheet reflecting the compiled data to CUPE no later than May 15th.
5. On or before May 31st, the Human Resources Department in conjunction with the Superintendent of Special Education will identify positions that are status quo, new and/or redundant and provide a copy to the Union.
6. The staffing requirements and the resulting identified positions shall be posted on the website and shared with the Union no later than June 7th.
7. Based on funding, the needs and locations of students and the EA School Request Forms and Application for Leave Forms, the Joint Committee will meet no later than June 15th to review and confirm the proposed staffing for September. Assignments will be allocated as follows, using the master list of the Employer's established staffing requirements (as identified above in 1 and 2):
  - (a) an EA who has not requested a transfer, remains in his/her school and assignment;
  - (b) newly created positions awarded by seniority from the qualified EAs who have indicated their interest in the position;

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## APPENDIX "C"

### ANNUAL STAFFING PROTOCOL FOR SSWs

#### Preamble:

Student Support Workers positions will be assigned in a manner that ensures the continued provision of quality service to meet the needs of the students.

1. The staffing process is subject to Ministry of Education/Special Education Funding.
2. The Superintendent of Special Education in conjunction with principals will establish staffing requirements to meet the specific needs of the school and students for the school year (or during the year as required).
3. SSWs will indicate on the School Request Form or Application for Leave Form (available on the intranet), interest in either remaining in their current position, transferring into another assignment (indicating up to 3 choices in order of priority) or requesting a leave. These forms are to be forwarded by the employee to the Human Resources Department by April 1st. The Human Resources Department shall forward copies of these forms or a spreadsheet reflecting the compiled data to CUPE no later than May 15th.
4. On or before May 31st, the Human Resources Department in conjunction with the Superintendent of Special Education will identify positions that are status quo, new and/or redundant and provide a copy to the Union.
5. The staffing requirements and the resulting identified positions shall be posted on the website and shared with the Union no later than June 7th.
6. Based on funding, the SSWs School Request Forms and Application for Leave Forms, the Joint Committee will meet no later than June 15th to review and confirm the proposed staffing for September. Assignment will be allocated as follows, using the master list of the Employer's established staffing requirements (as identified above in 1 and 2):
  - (a) an SSW who has not requested a transfer, remains in his/her school and assignment;
  - (b) newly created positions awarded by seniority from the qualified **SSWs** who have indicated their interest in the position;
  - (c) assignments that are vacant (as per 3 above) as a result of a transfer request of an approved leave of absence;
  - (d) SSWs cannot displace someone where there is no vacancy resulting from paragraph 3 above;

- b) hire, promote, demote, transfer and suspend employees; and
- c) discharge employees for just cause.

## 1.02 (a) Not Discriminatory

In exercising its rights, the Board and the Union shall not discriminate against or harass any employee because of age, race, creed, colour, ancestry or place of origin, sex, marital status, political affiliation, place of residence, membership or activity in the Union, or any other provisions of the Ontario Human Rights Code.

### (b) Harassment

The Employer and the Union agree that all forms of harassment will not be tolerated in the workplace. Harassment is defined as a vexatious comment or conduct that is known or ought to be known as unwelcome.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## ARTICLE 2 – RECOGNITION AND NEGOTIATION

### 2.01 Bargaining Unit

The Board recognizes the Canadian Union of Public Employees and its Local 4154 as the sole and exclusive bargaining agent for all its non-teaching support staff, save and except supervisors, those above the rank of supervisors, those employed in a confidential nature, speech language pathologists, psycho-educational consultants, crisis response workers, all employees within the Office of the Director of Education and the Human Resources Department, Confidential Secretaries, and students employed during the months of July and August. The Board agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

### 2.02 No Other Agreements

The Union is hereby established as the sole collective bargaining agency for all employees as set out in Article 2.01 thereof. The Board undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively, which will conflict with any of the provisions of this agreement, or the terms of certification of the Union.



<b>Length of Service in Years</b>	<b>Percentage of Cumulative Sick Leave Credits times the Daily Rate of Pay</b>
5	12%
6	14%
7	16%
8	18%
9	20%
10	22%
11	24%
12	26%
13	28%
14	30%
15	32%
16	34%
17	36%
18	38%
19	40%
20	42%
21	44%
22	46%
23	48%
24	50%

14. a) The daily rate of pay as used in the calculations of the retirement gratuity in Section 13 shall be defined as eight (8) times the basic hourly rate for the job classification of the employee at the time of retirement.
- b) In calculating service for the purpose of Section 13, service with the Board shall include continuous service with a former school board in the school division of this Board, provided the employee was in the employ of such board on December 31, 1968, and provided the continuous service ends on that date.
- c) In any event, the retirement gratuity shall not exceed an amount equal to one-half (1/2) the pay of the employee for one (1) year calculated at the basic hourly rate for the job classification of the employee at the time of retirement.
15. In the event of the death of an employee, either before or after retirement, benefits, if any, arising from this plan shall be paid to the designated beneficiary or to the estate of the deceased employee.

- c) In order to do this, a representative of the Union shall be given an opportunity to interview each new employee during regular working hours, without loss of pay. The Union agrees that the application of this subsection will be applied in a reasonable fashion and bearing in mind the costs involved.

## **ARTICLE 4 – CHECK OFF OF UNION DUES**

### **4.01 Check off Payments**

The Board shall deduct from every employee covered by this agreement, any dues, initiation fees, or assessments levied in accordance with the Union constitution and by-laws. The Union shall provide, in writing, a list of such dues, fees or assessments.

### **4.02 Deductions**

The Board shall deduct, **from regular wages and overtime**, for every pay period and for each member, union dues and assessments. All such deductions shall be forwarded to the Secretary-Treasurer of the Local not later than the fifteenth (15<sup>th</sup>) day of the following month, accompanied by lists of the name, address, classification and status of all employees from whose wages the deductions have been made. **The list shall indicate the amount deducted, wages and hours of work for the period, and, work location.**

**The Employer shall forward to the Union, no later than September 30th and January 1st, an updated list of all the members of the Union indicating their home address and home phone number.**

The Union shall indemnify and save harmless the Board from any and all claims arising from the deduction of dues and assessments.

### **4.03 Union Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Board shall type on the amount of union dues paid by each Union member in the previous year.

## **ARTICLE 5 – CORRESPONDENCE**

**5.01** All correspondence between the parties arising out of this collective agreement or incidental thereto shall pass to and from the Administrator of Human Resources or his or her designee and the President of the Union.

**5.02** A copy of any correspondence between the Board or the Board's designee and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of the Union or his or her designee.

***For those employees transferred "en bloc" to the former Stormont, Dundas and Glengarry County Roman Catholic Separate School Board (CUPE Local 1223)***

En bloc transfer of September 1, 1989:

Employees who transferred from the Stormont, Dundas and Glengarry County Board of Education to the Stormont, Dundas and Glengarry Roman Catholic Separate School Board as part of the "en bloc" transfer of September 1, 1989, shall be offered the choice of participating in one of the following sick leave plans:

**Plan A:** to participate in the sick leave plan which they enjoyed when employed with the Stormont, Dundas and Glengarry County Board of Education, as described in Articles 19 and 29 and subsection (a) of section 22.04 and with amendments, as follows:

1. Pursuant to Section 155 of the Education Act, 1974, a Plan for cumulative sick leave and Retirement Gratuities is hereby established as of January 1, 1977, for the employees who were part of the September 1, 1989 "en bloc" transfer as per Appendix A.
2. The Chief Executive Officer of the Board shall keep a register or registers in which shall be recorded the credits, the accumulated credits and the deductions therefrom in respect of each employee.
3. The employees eligible under this Plan for cumulative sick leave and Retirement Gratuities shall be the employees who transferred from the Stormont, Dundas and Glengarry County Board of Education to the Stormont, Dundas and Glengarry Roman Catholic Separate School Board as part of the "en bloc" transfer of September 1, 1989, as per Appendix A.
4.
  - a) An employee of the Board on January 1, 1977, shall be entitled to an initial credit of the cumulative sick leave reserve standing to his or her credit on December 31, 1976, under the Plan for cumulative sick leave and Retirement Gratuities in effect at that time.
  - b) An employee commencing employment with the Board on or after January 1, 1977, shall be entitled to an initial credit as provided by Section 155 of the Education Act, 1974.
5. An employee, on leaving the employment of the Board, shall be entitled to receive, on request, a statement of the cumulative sick leave standing to his or her credit duly certified by the Chief Executive Officer.
6. On January 1<sup>st</sup> of each year, or as soon thereafter as is practical, each employee shall receive a statement of the cumulative sick leave standing to his or her credit as at December 31<sup>st</sup>, according to the records of the Board.
7. An employee eligible under this Plan shall receive pay of two (2) days per month for absence caused by sickness of the employee including an acute inflammatory condition of the teeth or gums, and for any additional absence so caused which is not in excess of his or her cumulative sick leave credits.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 Recognition of Union Stewards**

- a) In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the duties of the Union Steward whose responsibility shall be to assist any employee whom the steward represents, in preparing and presenting a grievance in accordance with the grievance procedure.
- b) All time spent presenting a grievance shall be without loss of salary or benefits.

### **8.02 Names of Stewards**

The Union shall notify the Board in writing of the name of each steward and of each Vice-President and the area(s) he or she represents on April 1<sup>st</sup> of each year.

### **8.03 Union Grievance Committee**

The Union Grievance Committee shall consist of not more than four (4) members of the Executive and the CUPE National Representative.

### **8.04 Permission to Leave Work**

It is understood that no Steward or Executive Committee member shall leave his or her work without obtaining permission from the Human Resources Administrator or his/her designate. Said permission to be granted as soon as possible. The union shall reimburse the employer for the actual replacement costs incurred in the release time of the union member.

The Employer agrees that Stewards and Executive Committee members shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

In order for the Stewards and/or the Executive members to prepare for a grievance and/or the investigation of a grievance, the Administrator of Human Resources or his or her designate when requested, shall advise the immediate supervisor(s) concerned of the Stewards' and/or the Executive members' absence.

The Union acknowledges, however, that employees have their regular duties to perform and they will not absent themselves without first obtaining permission from their immediate supervisor.

	<b>COVERAGE</b>
<b>MEDICAL</b>	
<i>Deductible</i>	Nil
<i>Drug Coverage</i>	Direct Drug Card
<i>Hospital Room</i>	Semi-Private Private - \$10.00 p/day 120 day maximum lifetime
<i>Survivor Extension</i>	24 months; premium waived
<i>Vision</i>	\$250 maximum over a 24 month period
<b>DENTAL</b>	
<i>Fee Guide</i>	Prior Year
<i>Basic</i>	Unlimited
<i>Major Restorative</i>	50% - \$2000/yr
<i>Orthodontia</i>	50% - \$1000/yr; \$3000/lifetime
<i>Dentures</i>	Major Restorative
<i>Bridgework</i>	Major Restorative
<i>Restorations, Crowns, Inlays &amp; Onlays</i>	Major Restorative
<i>Survivor Extension</i>	24 months; premium waived
<b>LIFE</b>	
<i>Schedule</i>	3X Salary – max. \$350,000 Dep. Life - \$15000 (spouse) - \$5000 (child) Optional Life Available – units of \$10,000; Maximum \$250,000 Age Banded, Smoker-Non, Spousal Optional Available Optional – 100% employee

### Step 2

Failing satisfactory settlement at Step One, the grievor may submit the grievance to the Administrator of Human Resources within fifteen (15) working days following receipt of the reply at Step One. The Administrator of Human Resources shall investigate and render his or her decision within five (5) working days following receipt of the grievance.

### Step 3

Failing satisfactory settlement at Step Two, the Union may submit the grievance to the Director of Education or the Director's designee within fifteen (15) working days following receipt of the reply at Step Two. Upon request, the Director of Education or the Director's designee shall discuss the grievance with the grievance committee. The Director of Education or the Director's designee shall render a decision within five (5) working days following receipt of the grievance.

## **8.08 Time Limits**

Time limits specified in this Article may be extended by mutual agreement of both parties.

## **8.09 Group or Policy Grievance Processing**

A group grievance or policy grievance by the Union shall be submitted at Step Two. It is understood that such a policy grievance shall not deal with matters that have been the subject of an individual employee grievance.

## **8.10 Replies In Writing**

All grievances and replies thereto shall be in writing at all stages.

## **8.11 Working Day**

Within Article 8, a working day shall mean a day other than Saturday, Sunday or a recognized holiday.

## **8.12 Supplementary Agreements**

Signed supplementary agreements, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

## **8.13 Technical Objections**

No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to determine the real matter in dispute and to give a decision according to equitable principles and the justice of the case.

The Committee has no right or power to make recommendations that would result in the reduction in hours of work, or reduction in the number of employees in the bargaining unit.

The Committee shall present its' final report to the Labour-Management Committee for consideration and possible implementation. Where the Labour-Management Committee agrees to the recommendation(s), in whole or in part, it may prepare a Memorandum of Agreement and submit the Memorandum of Agreement for ratification.

## (b) **Grievance and Arbitration Pay Provisions**

Representatives of the Union shall not lose any pay or benefits for time used in processing grievances, including time spent attending arbitrations, subject to the limitations found in Article 9.04 (a).

### **ARTICLE 10 – DISCHARGE, SUSPENSION, DISCIPLINE**

#### **10.01 Preamble**

**Whenever the Employer deems it necessary to censure an employee in a manner** indicating that discipline, up to and including dismissal, may follow any repetition of the act, or acts, complained of, or omission(s) referred to, or may follow if such employee fails to bring his or her work up to a required standard by a given date, the Employer shall abide by the following plan:

The immediate supervisor shall have an informal discussion with the employee. The employee and the steward shall be advised of the said step.

If there is a repetition of the **act, or acts, complained of, or omission(s)** within a period of six (6) months, there would be a more formal discussion between the supervisor and the employee. The steward and/or an officer of the Union shall attend this meeting, however, should the employee not wish Union representation, the employee shall notify the Union.

If there is no improvement in the employee's actions within a period of another six (6) months and, after another discussion with the supervisor concerned, the employee may be suspended without pay for up to three (3) days, depending on the severity of the infraction, to consider the consequences of his or her actions and to reflect upon his or her future with the Board. The steward and/or an officer of the Union shall attend this meeting, however, should the employee not wish Union representation, the employee shall notify the Union.

If all of the above fails to achieve a correction in the employee's performance or behaviour, he or she may be further suspended or terminated.

#### **10.02 Employees File**

At the request of the employee, information pertaining to the incidences mentioned above shall be removed from employee's file after twelve (12) months have elapsed from the time the employee has satisfactorily remedied that which brought about the disciplinary measures. **No document shall be placed in the employee file, or, used in any disciplinary matter unless the employee is made aware of such at the time the document is placed in his/her file.**



## **LETTER OF UNDERSTANDING** **SENIORITY**

**WHEREAS** the parties have been unable to resolve various employees' issues related to seniority;

**WHEREAS** previous attempts to correct the seniority date and the seniority list by the Union, on behalf of the members it represents, has failed:

**WHEREAS** some employees have claimed that their seniority date does not reflect their accumulated service/seniority while a temporary or casual employee:

**WHEREAS** temporary or casual employees hired in a permanent position without break in service have not had their service/seniority while a temporary or casual recognized for the purposes of current seniority as a permanent employee;

**WHEREAS** the collective agreement in effect from January 1, 2002 to August 31, 2004 states:

### **“ARTICLE 11 – SENIORITY”**

**11.01** Seniority is defined as the length of continuous service with the Board and/or predecessor Boards since the date of hire and shall include service with the Board prior to certification or recognition of the union.

**11.05** Persons hired as casual/temporary employees shall not acquire any seniority credit for such service, unless the casual/temporary employee applies for and acquires a permanent position, and provided there has been no break in service.”

**Be it resolved** that the parties shall, no later than sixty (60) calendar days following ratification of the Memorandum of Settlement, meet and resolve all matters related to seniority issues.

Should the parties be unable to resolve, within the time lines cited above, all issues related to this Letter of Understanding, the parties agree to immediately request the assistance of an Arbitrator to hear and issue a final, binding and enforceable decision on the parties. The arbitrator is given full power, authority and jurisdiction to hear the dispute related to the application and administration of this Letter of Understanding and the Collective Agreement in effect from January 1, 2002 to August 31, 2004.

If the parties cannot agree within ten (10) working days of notifying the first party, of its' intent to pursue to arbitration, the first party can request the Minister of Labour to appoint.

The Board and the Union shall each pay one half (1/2) the remuneration and expenses of the Arbitrator.

### **11.03 Posting of Seniority Lists**

The Board will maintain a seniority list showing each employee's name and the date on which the employee's seniority commenced. The Board will revise the seniority list and provide copies of the revised list to CUPE Local 4154 and post on bulletin boards by November 1<sup>st</sup> and May 30<sup>th</sup> of every year. **An employee objecting to his/her seniority date or days worked must do so in writing within thirty (30) days of the posting of the list. Should no objection be raised, this list shall be deemed accurate thirty (30) days after said postings.**

### **11.04 Probationary Period**

Newly hired employees shall be considered to be on a probationary basis for a period of three (3) months while actively employed from the date of hiring. During the probationary period employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

### **11.05 Casual/Temporary Employees**

Persons hired as casual/temporary employees shall not acquire any seniority credit for such service, unless the casual/temporary employee applies for and acquires a permanent position, and provided there has been no break in service.

### **11.06 Promotions to Positions Outside Bargaining Unit**

The selection and promotion of employees to Board positions outside the bargaining unit are not governed by this agreement. In the event an employee is or has been promoted to any such position and is returned to his/her former position within the bargaining unit within three (3) months, he or she shall be credited with the additional seniority accrued during the period he or she was employed outside the bargaining unit.

### **11.07 Loss of Seniority**

An employee shall only lose his or her seniority if he or she:

- a) terminates his or her employment for any reason; or
- b) is discharged, only for just cause, and not reinstated through the grievance or arbitration procedures; or
- c) is laid off for a period longer than twenty-four (24) consecutive months; or
- d) is retired and is in receipt of a pension; or
- e) is promoted to a position outside the bargaining unit for more than three (3) months; or

## **LETTER OF UNDERSTANDING (1)**

The Parties recognize that to provide optimum, consistent and quality care for our students with special needs, it may be necessary to provide additional Educational Assistant hours on a case by case basis.

Therefore, prior to the start of each school year, the Special Education department will determine which special needs child, if any, requires an additional two and one half (2.5) hours per week of education assistance.

Once this is determined, the Special Education department will meet to advise the Union of the locations and positions that will require the additional hours for the school year.

The Union agrees that although the set hours for Educational Assistants is thirty-two and one half (32.5) hours per week, the additional increase to thirty-five (35) hours per week will not trigger the overtime clause unless the hours exceed thirty-five (35) hours per week.

- e) With any position, a **cumulative** increase in time of more than five (5) hours per week or more than one (1) hour per day **within a one (1) year period since the first increase** will result in the position being posted.
- f) Such notice shall contain the following information: posting number, description of position, location, qualifications, education, skills requirement, salary rate, total weekly hours, hours of work. Such qualifications and **educational** requirements shall be in accordance with the job description **as agreed to by the parties under the Job Evaluation Plan during the Pay Equity process.**

## **12.02 Method of Making Appointments**

In making staff changes, transfers and/or promotions in the bargaining unit, appointment shall be made of the applicant with the greatest seniority and having the required minimum qualifications. Appointment shall be made of the senior applicant having the potential to become fully qualified within a three month period.

## **12.03 Successful Applicant**

Within ten (10) working days, the Union shall be notified in writing of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit.

## **12.04 Trial Period**

- (a) The successful applicant shall be placed on a trial period of three (3) months and shall also be provided with a minimum of five (5) working days of training early in his or her trial period, if necessary. Conditional upon satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proved unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself or herself unable to perform the duties of a new job classification, he or she shall be returned to his or her former position at the current rate of pay without loss of seniority. Any other employee, promoted or transferred because of the re-arrangement of positions shall also be returned to his or her former position at the current rate of pay without loss of seniority.
- (b) When an employee is promoted to a higher paid position, he or she shall receive the rate of pay at the next higher step.

## **12.05 Disabled Employee's Preference**

If requested, the Employer may provide suitable alternate employment to an employee, who through advancing years, injury, illness or disability, is unable to perform his or her normal duties. The rate of pay will be that of the alternate employment. Such employee shall not displace another employee.

## Hourly Grid – September 2005 to August 2006

POSITION	START	YEAR 1	YEAR 2
Accounts Payable	18.48	19.25	20.05
Attendance Counsellor	19.53	20.35	21.20
Audio Visual Clerk	16.68	17.38	18.10
Board Office Custodian	16.48	17.17	17.88
Board Office Secretary	18.48	19.25	20.05
Communications Disorder Assistant	17.53	18.26	19.06
Computer Technician	20.06	20.90	21.76
Custodian in Charge	17.51	18.24	19.00
Delivery Driver	17.65	18.39	19.15
Educational Assistant	17.53	18.26	19.06
Elementary School Custodian	16.48	17.17	17.88
Elementary School Secretary	18.48	19.25	20.05
Finance Clerk	20.17	21.00	21.88
Library Technician	17.78	18.52	19.30
Maintenance	18.70	19.49	20.29
Maintenance Clerk	18.48	19.25	20.05
Payroll Clerk	20.17	21.00	21.88
Purchasing Clerk	20.17	21.00	21.88
Receptionist	15.23	15.87	16.54
Secondary School Custodian	16.48	17.17	17.88
Secondary School Secretary	18.48	19.25	20.05
Student Support Worker	23.02	23.98	24.99
Systems Analyst	24.31	25.32	26.38
Transportation Clerk	20.17	21.00	21.88

Note: Progression on the Grid

3. All employees currently on Staff as at the date of ratification shall be placed at the top rate of the grid.
4. All new employees hired after the date of ratification shall commence at the start rate and progress to the next step of the wage grid on the anniversary date of their date of hire.

### **13.04 Recall**

- a) No new employee shall be hired for any position within the bargaining unit until those laid off and still having seniority have been given an opportunity of recall.
- b) An employee shall have the right of recall, by order of seniority, from a layoff to an available opening **within their classification**, provided he or she is qualified and **able to perform the work**.
- c) The Board shall notify the person of recall opportunity by telephone. If unsuccessful in reaching the laid off employee, a copy of the recall opportunity shall then be forwarded by registered mail addressed to the last address on record with the Board.
- d) Laid off persons will remain on the recall list for a period of two (2) years unless the person having been laid off fails to notify the Board of his or her intention to return to work within seven (7) days following receipt of the registered notice of recall sent to his or her last recorded address with the Board; or having provided such notification fails to return to work.

## **ARTICLE 14 – HOURS OF WORK**

### **14.01 Central and Regional Office Staff**

The normal work week for central and regional office staff shall be 8:30 am to 12:00 noon; 1:00 pm to 4:30 pm, Monday to Friday inclusive, for a total of thirty-five (35) hours per week. Such staff shall normally work twelve (12) months in a year, but it is understood that there may be some individuals among this group that are attached to educational departments and in such cases, ten (10) months in a year will be worked.

### **14.02 Educational Assistants**

- (a) The normal work day for Educational Assistants shall be six and a half (6.5) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-two and one half (32.5) hours per week.

The meal period referred to in (a) above, shall not be less than forty (40) consecutive minutes which will be taken **between 11:00 a.m. and 1:15 p.m.**, at a time mutually agreed to between the immediate supervisor and the employee.

- (b) Educational Assistants will work a ten (10) month year.

### **37.06 Agreement to Continue in Force**

This agreement shall remain in force beyond its termination date as set out in **37.01**, until such time as a revised Agreement is signed. Revisions to the Agreement will be effective upon signing, unless otherwise specified.

### **37.07 Copies of Agreement**

Within thirty (**30**) days of the signing of the Agreement, the Board will print sufficient copies of the Agreement in booklet form for all bargaining unit members.

#### **14.06 Computer Technical Staff**

- (a) The normal work day for Computer Technical Staff shall be seven (7) hours per day, worked between the hours of 8:30 am and 4:30 pm, exclusive of a meal period, Monday to Friday, for a total of thirty-five (35) hours per week. It is understood that these hours may be changed by mutual agreement between the employee and his/her immediate supervisor.
- (b) Computer Technical Staff will work a twelve (12) month year.

#### **14.07 Library Technical Staff**

- (a) The normal work day for Library Technical Staff shall be seven (7) hours per day, worked between the hours of 8:00 am and 4:00 pm, exclusive of a meal period, Monday to Friday, for a total of thirty-five (35) hours per week. It is understood that these hours may be changed by mutual agreement between the employee and his/her immediate supervisor.
- (b) Library Technical Staff will work a ten (10) month year.

#### **14.08 Maintenance and Custodial Staff**

- (a) **Maintenance Staff and Delivery Driver**
  - (i) The normal work week for Maintenance employees and the Delivery Driver shall consist of five (5) consecutive eight (8) hour days from Monday to Friday, exclusive of a half hour unpaid meal period.
  - (ii) The normal work day shall commence at 8:00 am and conclude at 4:30 pm unless otherwise agreed to by the employee and his/her supervisor.
  - (iii) In the summer vacation period only, where possible, the day shift shall consist of four (4) ten hour shifts worked between the hours of six (6) am and five (5) pm from Monday to Thursday, the starting time to be mutually agreed upon.
  - (iv) The meal period shall normally be from 12:00 to 12:30 pm unless changed by mutual agreement between the employee and his/her immediate supervisor.
  - (v) Maintenance employees and the Delivery Driver shall work a twelve (12) month year.
- (b) **Custodian In Charge and Custodian (Secondary School)**



### 35.05 Joint Job Evaluation

A Joint Job Evaluation Committee will be established to meet the Board and Union's maintenance obligation under the Pay Equity Act. The selection of the Joint Job Evaluation Committee will be made in accordance with Letter of Intent– Number #4.

### 35.06 Closing of Schools on School Days

- (i) When the school(s) is/are closed due to weather conditions, equipment failure or the interruption of essential services, employees shall not be required to go to the school.
- (ii) When the school(s) is/are closed due to equipment failure or interruptions of essential services, employees shall not be required to go to the school except for custodial and maintenance staff who may be called to report to work to assist in these circumstances.
- (iii) If employees are at the school when the school(s) is/are closed, they are not required to remain once all of the pupils are safely en route home. Assurance of this shall be the responsibility of the school principal.
- (iv) In the event that bus transportation is cancelled due to inclement weather but schools remain open, employees will make a reasonable effort to report to the school.

### 35.07 Medical Care

The administration of medication is the responsibility of the Principal and his/her designate. Secretaries may administer medication or apply medical care (as per Board policy and the Administration Procedures Guideline) where there is agreement that appropriate storage, monitoring and records are maintained.

### 35.08 Medical Care (Educational Assistants)

An Educational Assistant possessing the necessary qualifications and/or training, **and with the written authorization from the parent or guardian of the child**, may be required to administer medication and/or perform medical procedures to the student(s) under his/her responsibility.

**The Employer shall indemnify and save harmless the Educational Assistant, from any and all claims which may be made against the Educational Assistant, for medical care provided in accordance with this Article and within the scope of the Educational Assistant's employment with the Board.**

### 35.09 Supervision

Except in emergency situations, Educational Assistants assigned to special needs students shall not be required to supervise student(s) in a classroom in the absence of a teacher save and except situations of supervising a post-secondary co-op placement, or in toileting, physio and occupational therapy routines and other regular duties of an Educational Assistant assigned to a special needs student.

immediate supervisor. In the summer vacation period only, where possible, the day shift shall consist of four (4) ten hour shifts worked between the hours of six (6) am and five (5) pm from Monday to Thursday, the starting time to be mutually agreed upon.

- (vi) During the period of the Christmas holidays, March Break, and summer vacation, the one half hour (1/2) lunch period will be a paid lunch period.
- (vii) Elementary School Custodians shall work a twelve (12) month year.

#### **14.09 Student Support Workers**

- (a) The normal work day for Student Support Workers shall be seven (7) hours per day, exclusive of a **forty (40) minute** meal period, Monday through Friday, for a total of thirty-five (35) hours per week.
- (b) Student Support Workers will work ten (10) months per year.

#### **14.10 Rest Period**

All employees shall be entitled to **an uninterrupted** fifteen (15) minute paid rest period in the first half and in the second half of the day. **Rest periods should be scheduled at mid point in the morning and afternoon.**

### **ARTICLE 15 – OVERTIME**

#### **15.01 Overtime Defined**

All time worked beyond the normal workday or the normal work week, or any work performed on a Holiday or a normal day of rest shall be considered as overtime.

All overtime must be approved by the appropriate supervisor in advance of being performed, except in the case of an emergency.

#### **15.02 Overtime**

- (a) **All** overtime shall be on a voluntary basis except in the cases of emergency.
- (b) Employees requested to work overtime will be paid at the rate of time and one half (1.5) for all hours worked.
- (c) If requested to work two (2) or more, but less than three (3) consecutive hours of overtime, as an extension of the normal working day, an employee will be allowed a fifteen (15) minute break with pay at the applicable overtime rates. If required to work three (3) or more consecutive hours of overtime, as an extension of the normal working day, an employee will be allowed a thirty (30) minute break with pay at the applicable overtime rate.

## Eligible Expenses Under the Development Fund

The fund is for purposes of assisting an employee in the cost of related expenses for personal professional development. Related expenses such as but not limited to registration fees to participate in a workshop, seminar, course, training session, etc. Internet registration fee to participate in an online workshop, course, training, etc. The purchase of books and materials related to personal professional development etc. Purchase, or rental of electronic equipment, computer, computer hardware, software, technological tools, devices related to personal professional development, etc. Purchase or rental of equipment, tools, supplies related to personal professional development etc.

## Monies Not Distributed

On January 1st, 2007, any money from this Fund not distributed to employees will be placed in a CUPE Professional Development Fund account to be utilized based on recommendations from a Joint Professional Development Fund Committee made up of two (2) CUPE representatives and two (2) Board representatives.

## ARTICLE 33 – SHIFT DIFFERENTIALS

### **33.01 Split Shift**

The Board will provide a shift differential of thirty-five cents (35¢) per hour for every permanent custodian working a split shift.

### **33.02 Evening Shift**

The Board will provide a shift differential of forty cents (40¢) per hour for every permanent custodian working an evening shift. The evening shift differential will be paid if seventy-five (75%) of the custodian's shift is worked after 3:00 p.m.

## ARTICLE 34 – PAYMENT OF WAGES AND ALLOWANCES

### **34.01 Pay Days**

The Board shall pay salaries and wages bi-weekly for the current week. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

The Board may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, the employee or **by** this agreement.

## **ARTICLE 16 – JOB SECURITY**

**16.01** In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed by members of the bargaining unit shall not be contracted out. The Employer may contract out surplus or special work that cannot be performed by the present staff, provided no employees who are qualified are on layoff.

**16.02** In the case where a school is to be closed and/or a job eliminated, the Board shall notify the Union at least one (1) month in advance.

### **16.03 Position Decreased or Eliminated**

In the event a position is decreased or eliminated the affected employee shall be given first chance of accepting the position should it return to the previous state within two (2) years, before it is posted in the regular fashion throughout the system.

## **ARTICLE 17 – CASUAL/TEMPORARY WORK**

No new employees shall be hired for any casual or temporary work unless all employees within the bargaining unit on layoff, and possessing the necessary qualifications for the position, have been given the opportunity of recall. It is understood that any employee on layoff has the right to refuse an assignment. In addition to article **31.06**, it is understood that employees who are recalled for casual/temporary work shall be fully covered by the terms of the Collective Agreement.

## **ARTICLE 18 – LEAVE**

### **18.01 Bereavement Leave**

- (a) An employee may be absent up to five (5) consecutive working days with pay upon the death of an immediate relative: spouse, father/mother, persons in loco parentis, brother/sister, son/daughter, father-in-law/mother-in-law, son-in-law/daughter-in-law, grandchild and grandparent. However, should the employee complete his/her working day on the day of bereavement, he or she may be excused from work up to five (5) working days commencing the day following.
- (b) An employee may be absent up to three (3) consecutive working days with pay commencing upon the day of death of a brother-in-law/sister-in-law, niece or nephew. However, should the employee complete his/her working day on the day of bereavement, he or she may be excused from work up to three (3) working days commencing the day following.

Ontario— CUPE 51238". **The Union will be provided with a copy of the policy upon renewal.**

### **31.05 Guarantee of Employee Benefit Plans**

- (a) Should the carrier of any employee benefit listed in this article default on the payment of any insured benefit, the responsibility for payment shall then rest with the Board.
- (b) If the Board is responsible for the administration and application of any insurance policy contract established to provide the employee benefits set out herein, and if there is any difference arising with respect thereto, it shall be disposed of in accordance with the grievance and arbitration provisions of this collective agreement.

### **31.06 Continuation of Benefits on Lay-Off**

The Board agrees to continue to pay its share of all benefits for laid off employees for a maximum period of three (3) months following lay-off, as long as such employees retain seniority rights for this three (3) month period.

### **31.07 Continuation of Benefits upon Retirement**

Retired employees are eligible to continue to participate in the Board's medical and dental benefit plans, until age sixty-five (65). It is understood that the employee is responsible for the entire cost of the premiums associated with the plans.

## **ARTICLE 32 – ALLOWANCES**

### **32.01 Meal Allowance**

An employee required to work overtime of three (3) or more consecutive hours, and through a meal hour, shall be paid for the actual cost of his or her meal, to a maximum of ten dollars (\$10.00), upon submission of a receipt.

Where an employee must leave the city limits for the performance of his or her duties and is gone between the hours of 12:00 noon and 1:00 pm, he or she shall be paid for the actual cost of his or her meal, to a maximum of ten dollars (\$10.00), upon submission of a receipt.

### **32.02 Travel Allowance**

Employees requested to use their automobile in the performance of their duties, other than to their assigned work place, shall be paid a kilometrage allowance as established by Board policy.

Where the employer transfers or assigns an employee to multiple work locations, the Board's policy shall apply for all travel between locations.

### **18.05 Emergency Leaves**

The ten (10) days emergency leave provision as in accordance with the Employment Standards act is inclusive of the days provided within the collective agreement.

### **18.06 Education Leave**

Upon approval of an employee's supervisor, an employee may be absent from work during regular working hours for the purpose of writing an examination at an accredited educational institution without suffering any loss of pay for the time spent away from work for this purpose. It is understood that any such examination would normally be in a program of studies that would be mutually beneficial to both the employee and the Board.

### **18.07 Personal Leave**

One (1) day of leave with pay shall be granted in each calendar year for personal reasons. **Where possible, the** scheduling of such leave shall be upon mutual agreement of the employee and his or her immediate supervisor. Unused leave shall be added to the following year's vacation entitlement.

### **18.08 Medical/Dental Appointments**

Medical and/or dental appointments should be scheduled outside normal working hours where possible. Where such appointments cannot be scheduled outside normal working hours, the employee should endeavour to schedule the appointment to minimize lost work time and, unless in the case of an emergency, must advise their immediate supervisor five (5) days in advance. If such appointment requires the employee to be absent beyond half of his or her normal shift, such time shall be deducted from the employee's sick leave bank.

### **18.09 Deferred Salary Leave**

- (a) The deferred salary leave plan has been developed to afford an employee the opportunity of taking a leave of absence without pay and through deferral of salary, to finance the leave. In accordance with Revenue Canada Taxation Regulation, the leave shall not be less than six (6) consecutive months and the deferral period must not exceed six (6) years from the date deferrals are commenced.
- (b) Neither the Catholic District School Board of Eastern Ontario nor The Canadian Union of Public Employees assumes responsibility for any consequences arising out of this plan related to effects on an employee's pension provision, income tax arrangements, Employment Insurance, the Canada Pension Plan or any liabilities incurred by the employee as a result of participation in this plan.
- (c) The employee shall not be covered by Workers Safety and Insurance Board (WSIB) during the leave period.

## **29.07 Right to Refuse Unsafe Work**

An employee has the right to refuse to work or do particular work where **he/she** has reason to believe that:

- (a) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
- (b) the physical condition of the workplace or the part thereof in which **he/she** works or is to work is likely to endanger himself or herself;
- (c) any equipment, machine, device or thing **he/she** is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of the act or the regulations and such contravention is likely to endanger himself, herself or another worker.
- (d) It is understood that an EA shall provide required support to an aggressive or violent student as outlined in the "Safety Plan". The EA shall receive a copy of the "Safety Plan".

## **29.08 Safety Equipment and Supplies**

The Board shall supply custodial and maintenance staff with safety equipment and supplies as prescribed by the *Occupational Health & Safety Act*. The employees shall wear and utilize the equipment and supplies.

## **29.09 Safety Shoes**

Safety shoes will be provided to custodians, maintenance staff and the delivery driver as required, but not more frequently than once every twelve months. The selection of a supplier(s) shall be as follows: The Manager of Plant and Maintenance and his supervisors will convene a meeting no later than September 30th of each calendar year that will include three (3) representatives from the Custodians and Maintenance staff, to be selected by the Union, to develop a process for the selection of a footwear **supplier(s)**.

The purchase will not exceed one hundred and twenty-five (\$125.00) dollars for custodians and the delivery driver. The maintenance staff will be allowed one hundred and sixty (\$160.00) for CSA and Omega work boots as prescribed above.

## **ARTICLE 30 –WORKERS COMPENSATION TOP-UP**

An employee prevented from performing his or her regular work with the Board as the result of an occupational accident that is recognized by the Workplace Safety Insurance Board (WSIB) as compensable, shall be paid the WSIB award plus an additional amount equivalent to the difference between the amount payable by WSIB and his or her regular

Notwithstanding any of the above, nothing in this Deferred Salary Leave Plan shall be in contravention with the Income Tax Regulations.

## **ARTICLE 19 – UNION AFFAIRS**

### **19.01 Leave for Union Duties**

Any employee who is elected or appointed to a full-time position with the Local, National Union, or an affiliated body, shall be granted a leave of absence without pay or loss of seniority, for a period of up to one year. This leave will be renewed yearly if requested by the Union. The Employer shall maintain benefit coverage under Article **31** and salary. The Employer will invoice the local union monthly for said costs of benefits and for salary during the period. The President while on leave shall have all rights and privileges of the collective agreement including seniority accumulation as if he/she was at work.

### **19.02 Leave of Absence for Union Functions**

Upon request to the Board, an employee elected or appointed to represent the Union at union functions shall be allowed leave of absence with pay and benefits. The Union will reimburse the Board for the full cost of such pay and benefits.

### **19.03 Justified Leave**

Upon forty-eight (48) hours notice by the Union, release time shall be granted to the Union President to carry out Union activities at the Local level. Such release time shall not exceed two days per month, and the Union will reimburse the Board for all costs of salary and benefits associated with the leave.

### **19.04 Invoicing the Union**

The Employer shall invoice the local union Treasurer for costs related to this article, ninety (**90**) days after the end of the leave. This invoice shall provide the following information: date of leave, name of employee, purpose of the leave, hours or work and hourly rate. All time while on leave shall be considered as time worked for the purposes of calculating service, seniority, and, any other benefit under the collective agreement.

### **19.05 President's Leave**

In order for the Local President to perform his/her duties of office, the Employer shall, upon notification by the Union's Recording Secretary, authorize a full or partial unpaid leave of absence for the Local Union President. The Employer shall maintain benefits under Article **31** and salary. The Employer will invoice the Local Union monthly for said cost of benefits and for salary during the period. The



### **28.01 Sick Leave Records**

The Board shall administer a sick leave plan and maintain a sick leave account for each employee. On a *bi-weekly* basis, the current sick leave balance will be reflected on the employee's pay remittance stub.

### **28.02 Paid Sick Leave**

- (a) Each full-time employee, who is actively employed, shall earn sick leave credits at the rate of two (2) days for each month the employee is in receipt of regular salary and benefits.
- (b) The unused portion of an employee's sick leave shall accrue from year to year to a maximum of two hundred and twenty (220) days.
- (c) The sick leave credits for each employee will be carried forward to the District School Board from the Boards in existence prior to January 1, 1998. However, the maximum accumulation shall not exceed two hundred and twenty (220) days.
- (d) Those employees of the former Stormont, Dundas and Glengarry Board, who were not entitled to accumulate sick leave credits under their existing plan, will be considered to have accumulated ten (10) equivalent sick days for each full year of service with the Stormont, Dundas and Glengarry Board. Those employees with twelve (12) or more years of service with the Board shall be credited with the maximum accumulated sick leave credits (220 days).
- (e) The implementation date of this clause will be the effective ratification date of the collective agreement.
- (f) An employee with less than a full-time equivalent assignment shall earn sick leave credits on a pro-rata basis.

### **28.03 Deductions from Sick Leave**

A deduction shall be made from the accumulated sick leave bank for all absences due to illness.

### **28.04 Proof of Illness**

An employee shall be required to produce a certificate of illness from a medical practitioner for any illness of three (3) or more consecutive days when requested, certifying that he or she was unable to carry out his or her duties due to illness. The Board shall pay any costs associated with the certificate of illness.

## 21.07 Pregnancy Complications

If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage, that occurs earlier than the due date, article **21.05** does not apply and the employee shall, within two (2) weeks after stopping work, give the Employer

- (a) written notice of the day the pregnancy began or is to begin; and
- (b) if the Employer requests it, a certificate from a legally qualified medical practitioner stating,
  - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
  - (ii) in any other case, the due date and the actual date of the birth, still-birth, or miscarriage.

## 21.08 End of Pregnancy Leave

An employee's pregnancy leave ends,

- (a) if she is entitled to parental leave, **17** weeks after the pregnancy leave began;
- (b) if she is not entitled to parental leave, on the day that is the later of,
  - (i) **17** weeks after the pregnancy leave began, and
  - (ii) **6** weeks after the birth, still-birth or miscarriage.

## 21.09 Ending Leave Early

An employee may end her leave earlier than the day set out in the Article **21.08** by giving the Employer written notice at least four (4) weeks before the day she wishes to end her leave.

## 21.10 Changing End Date

An employee who has given notice under Article **21.09** to end her pregnancy leave may end the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the Employer a new written notice at least four (4) weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the Employer a new written notice at least four (4) weeks before the day indicated in the original notice.

## **27.02 Vacation – Employees Working on a Ten-Month Basis**

Employees working on a ten-month basis shall earn vacation pay, at a rate of:

Less than 3 years:	4%
3 years or more:	6%
8 years or more:	8%
15 years or more:	10%
25 years or more:	12%

For employees working on a ten-month basis, payment made during the year for any vacation taken shall be deducted from the earned vacation pay. Remaining vacation pay will be paid on the second (2<sup>nd</sup>) pay period in the following September.

## **27.03 Maintenance of Existing Vacation Entitlement**

No negative adjustment will be made to the existing vacation entitlements for any employee. An employee will remain at his/her existing vacation level, until such time as an increase is warranted, as per the Articles above.

## **27.04 Carry Over of Vacation Credits**

An employee shall be entitled to carry over up to a maximum of five (5) working days' annual vacation. Upon written request to the Administrator of Human Resources, an employee may be granted approval to carry over more than five (5) days vacation leave. The request should include the reasons for the carry over, and the recommendation of the immediate supervisor.

## **27.05 Preference in Vacations**

Should it be necessary to resolve the scheduling of vacation dates within each work site, seniority shall be the determining factor.

## **27.06 Hospitalized During Vacations**

If an employee is hospitalized during his or her annual vacation, upon submission of supporting proof of confinement in the hospital, such days shall be deducted from his/her sick leave credits and not from the employee's vacation time.

## **27.07 Temporary/Casual Employees – Vacation Pay**

Temporary/casual employees shall be paid a vacation pay allowance calculated at 4% of their gross earnings on a bi-weekly basis.

## **22.06 If Child Is Earlier than Expected**

If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

- (a) the employee's parental leave begins on the day he or she stops working; and
- (b) the employee must give the Employer written notice that he or she is taking parental leave within two (2) weeks after stopping work.

## **22.07 End of Parental Leave**

An employee's parental leave ends thirty-five (35) weeks after it began, if the employee also took pregnancy leave and thirty-seven (37) weeks after it began otherwise.

## **22.08 Ending Leave Early**

An employee may end his or her parental leave earlier than the day set out in Article 21.09 by giving the Employer written notice at least four (4) weeks before the day he or she wishes to end the leave.

## **22.09 Changing the End Date**

An employee who has given notice to end his or her parental leave may end the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the Employer a new written notice at least four (4) weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the Employer a new written notice at least four (4) weeks before the day indicated in the original notice.

## **22.10 Employee Not Returning**

An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the Employer at least four (4) weeks' written notice of the termination, unless the Employer constructively dismisses the employee.

## 23.06 Wage Rate

The Employer shall pay a reinstated employee at a rate that is equal to the greater of,

- (a) the rate that the employee most recently earned with the Employer; and
- (b) the rate that the employee would be earning had he or she worked throughout the leave.

## ARTICLE 24 – PATERNITY LEAVE

One (1) day's leave of absence shall be granted to the employee on the day of the birth of his child, and one (1) day upon the homecoming of the child, if on a working day. This also applies to the homecoming of an adopted child. In the event of birth complications affecting either the mother or child, the leave may be extended up to a further five (5) days with pay upon prior approval by the Administrator of Human Resources. Such approval will not be unreasonably withheld.

## ARTICLE 25 – STAFF DEVELOPMENT

The Board recognizes the benefits of ongoing staff development and may organize, **at no cost to the employee**, with employee input, growth opportunities to assist the individual to attain personal goals and also to achieve organizational goals.

## ARTICLE 26 – HOLIDAYS

### **26.01 Employees Working on a School Year Basis**

Employees working on a school year basis will be entitled to the same holidays as employees working on a full year basis. However, outside the school year, these employees shall be on lay-off and not eligible for holiday pay.

### **26.02 Paid Holidays**

The Board recognizes the following as paid holidays for full time employees:

New Year's Day	Boxing Day
Day after New Year's Day	Day before New Year's Day
Good Friday	
Easter Monday	
Victoria Day	
Canada Day	
Civic Holiday	
Labour Day	
Thanksgiving Day	
Christmas Eve Day	
Christmas Day	

### **23.06 Wage Rate**

The Employer shall pay a reinstated employee at a rate that is equal to the greater of,

- (a) the rate that the employee most recently earned with the Employer; and
- (b) the rate that the employee would be earning had he or she worked throughout the leave.

### **ARTICLE 24 – PATERNITY LEAVE**

One (1) day's leave of absence shall be granted to the employee on the day of the birth of his child, and one (1) day upon the homecoming of the child, if on a working day. This also applies to the homecoming of an adopted child. In the event of birth complications affecting either the mother or child, the leave may be extended up to a further five (5) days with pay upon prior approval by the Administrator of Human Resources. Such approval will not be unreasonably withheld.

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- |                          |                           |
|--------------------------|---------------------------|
| New Year's Day           | Boxing Day                |
| Day after New Year's Day | Day before New Year's Day |
| Good Friday              |                           |
| Easter Monday            |                           |
| Victoria Day             |                           |
| Canada Day               |                           |
| Civic Holiday            |                           |
| Labour Day               |                           |
| Thanksgiving Day         |                           |
| Christmas Eve Day        |                           |
| Christmas Day            |                           |

## 22.06 If Child Is Earlier than Expected

If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

- (a) the employee's parental leave begins on the day he or she stops working; and
- (b) the employee must give the Employer written notice that he or she is taking parental leave within ~~two~~ (2) weeks after stopping work.

## 22.07 End of Parental Leave

An employee's parental leave ends thirty-five (35) weeks after it began, if the employee also took pregnancy leave and thirty-seven (37) weeks after it began otherwise.

## 22.08 Ending Leave Early

An employee may end his or her parental leave earlier than the day set out in Article 21.09 by giving the Employer written notice at least four (4) weeks before the day he or she wishes to end the leave.

## 22.09 Changing the End Date

An employee who has given notice to end his or her parental leave may end the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the Employer a new written notice at least four (4) weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the Employer a new written notice at least four (4) weeks before the day indicated in the original notice.

## 22.10 Employee Not Returning

An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the Employer at least four (4) weeks' written notice of the termination, unless the Employer constructively dismisses the employee.

## **27.02 Vacation– Employees Working on a Ten-Month Basis**

Employees working on a ten-month basis shall earn vacation pay, at a rate of:

Less than 3 years:	4%
3 years or more:	6%
8 years or more:	8%
15 years or more:	10%
25 years or more:	12%

For employees working on a ten-month basis, payment made during the year for any vacation taken shall be deducted from the earned vacation pay. Remaining vacation pay will be paid on the second (2<sup>nd</sup>) pay period in the following September.

## **27.03 Maintenance of Existing Vacation Entitlement**

No negative adjustment will be made to the existing vacation entitlements for any employee. An employee will remain at his/her existing vacation level, until such time as an increase is warranted, as per the Articles above.

## **27.04 Carry Over of Vacation Credits**

An employee shall be entitled to carry over up to a maximum of five (5) working days' annual vacation. Upon written request to the Administrator of Human Resources, an employee may be granted approval to carry over more than five (5) days vacation leave. The request should include the reasons for the carry over, and the recommendation of the immediate supervisor.

## **27.05 Preference in Vacations**

Should it be necessary to resolve the scheduling of vacation dates within each work site, seniority shall be the determining factor.

## **27.06 Hospitalized During Vacations**

If an employee is hospitalized during his or her annual vacation, upon submission of supporting proof of confinement in the hospital, such days shall be deducted from his/her sick leave credits and not from the employee's vacation time.

## **27.07 Temporary/Casual Employees– Vacation Pay**

Temporary/casual employees shall be paid a vacation pay allowance calculated at 4% of their gross earnings on a bi-weekly basis.



### **21.07** Pregnancy Complications

If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage, that occurs earlier than the due date, article **21.05** does not apply and the employee shall, within **two (2)** weeks after stopping work, give the Employer

- (a) written notice of the day the pregnancy began or is to begin; and
- (b) if the Employer requests it, a certificate from a legally qualified medical practitioner stating,
  - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
  - (ii) in any other case, the due date and the actual date of the birth, still-birth, or miscarriage.

### **21.08** End of Pregnancy Leave

An employee's pregnancy leave ends,

- (a) if she is entitled to parental leave, **17** weeks after the pregnancy leave began;
- (b) if she is not entitled to parental leave, on the day that is the later of,
  - (i) **17** weeks after the pregnancy leave began, and
  - (ii) **6** weeks after the birth, still-birth or miscarriage.

### **21.09** Ending Leave Early

An employee may end her leave earlier than the day set out in the Article **21.08** by giving the Employer written notice at least four (4) weeks before the day she wishes to end her leave.

### **21.10** Changing End Date

An employee who has given notice under Article **21.09** to end her pregnancy leave may end the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the Employer a new written notice at least four (4) weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the Employer a new written notice at least four (4) weeks before the day indicated in the original notice.

### **28.01 Sick Leave Records**

The Board shall administer a sick leave plan and maintain a sick leave account for each employee. On a bi-weekly basis, the current sick leave balance will be reflected on the employee's pay remittance stub.

### **28.02 Paid Sick Leave**

- (a) Each full-time employee, who is actively employed, shall earn sick leave credits at the rate of two (2) days for each month the employee is in receipt of regular salary and benefits.
- (b) The unused portion of an employee's sick leave shall accrue from year to year to a maximum of two hundred and twenty (220) days.
- (c) The sick leave credits for each employee will be carried forward to the District School Board from the Boards in existence prior to January 1, 1998. However, the maximum accumulation shall not exceed two hundred and twenty (220) days.
- (d) Those employees of the former Stormont, Dundas and Glengarry Board, who were not entitled to accumulate sick leave credits under their existing plan, will be considered to have accumulated ten (10) equivalent sick days for each full year of service with the Stormont, Dundas and Glengarry Board. Those employees with twelve (12) or more years of service with the Board shall be credited with the maximum accumulated sick leave credits (220 days).
- (e) The implementation date of this clause will be the effective ratification date of the collective agreement.
- (f) An employee with less than a full-time equivalent assignment shall earn sick leave credits on a pro-rata basis.

### **28.03 Deductions from Sick Leave**

A deduction shall be made from the accumulated sick leave bank for all absences due to illness.

### **28.04 Proof of Illness**

An employee shall be required to produce a certificate of illness from a medical practitioner for any illness of three (3) or more consecutive days when requested, certifying that he or she was unable to carry out his or her duties due to illness. The Board shall pay any costs associated with the certificate of illness.

Notwithstanding any of the above, nothing in this Deferred Salary Leave Plan shall be in contravention with the Income Tax Regulations.

## ARTICLE 19 – UNION AFFAIRS

### **19.01 Leave for Union Duties**

Any employee who is elected or appointed to a full-time position with the Local, National Union, or an affiliated body, shall be granted a leave of absence without pay or loss of seniority, for a period of up to one year. This leave will be renewed yearly if requested by the Union. The Employer shall maintain benefit coverage under Article 31 and salary. The Employer will invoice the local union monthly for said costs of benefits and for salary during the period. The President while on leave shall have all rights and privileges of the collective agreement including seniority accumulation as if he/she was at work.

### **19.02 Leave of Absence for Union Functions**

Upon request to the Board, an employee elected or appointed to represent the Union at union functions shall be allowed leave of absence with pay and benefits. The Union will reimburse the Board for the full cost of such pay and benefits.

### **19.03 Justified Leave**

Upon forty-eight (48) hours notice by the Union, release time shall be granted to the Union President to carry out Union activities at the Local level. Such release time shall not exceed two days per month, and the Union will reimburse the Board for all costs of salary and benefits associated with the leave.

### **19.04 Invoicing the Union**

The Employer shall invoice the local union Treasurer for costs related to this article, ninety (90) days after the end of the leave. This invoice shall provide the following information: date of leave, name of employee, purpose of the leave, hours or work and hourly rate. All time while on leave shall be considered as time worked for the purposes of calculating service, seniority, and, any other benefit under the collective agreement.

### **19.05 President's Leave**

In order for the Local President to perform his/her duties of office, the Employer shall, upon notification by the Union's Recording Secretary, authorize a full or partial unpaid leave of absence for the Local Union President. The Employer shall maintain benefits under Article 31 and salary. The Employer will invoice the Local Union monthly for said cost of benefits and for salary during the period. The

### 29.07 Right to Refuse Unsafe Work

An employee has the right to refuse to work or do particular work where he/she has reason to believe that:

- (a) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
- (b) the physical condition of the workplace or the part thereof in which he/she works or is to work is likely to endanger himself or herself;
- (c) any equipment, machine, device or thing he/she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of the act or the regulations and such contravention is likely to endanger himself, herself or another worker.
- (d) It is understood that an EA shall provide required support to an aggressive or violent student as outlined in the "Safety Plan". The EA shall receive a copy of the "Safety Plan".

### 29.08 Safety Equipment and Supplies

The Board shall supply custodial and maintenance staff with safety equipment and supplies as prescribed by the Occupational *Health & Safety Act*. The employees shall wear and utilize the equipment and supplies.

### 29.09 Safety Shoes

Safety shoes will be provided to custodians, maintenance staff and the delivery driver as required, but not more frequently than once every twelve months. The selection of a supplier(s) shall be as follows: The Manager of Plant and Maintenance and his supervisors will convene a meeting no later than September 30th of each calendar year that will include three (3) representatives from the Custodians and Maintenance staff, to be selected by the Union, to develop a process for the selection of a footwear supplier(s).

The purchase will not exceed one hundred and twenty-five (\$125.00) dollars for custodians and the delivery driver. The maintenance staff will be allowed one hundred and sixty (\$160.00) for CSA and Omega work boots as prescribed above.

## ARTICLE 30 –WORKERS COMPENSATION TOP-UP

An employee prevented from performing his or her regular work with the Board as the result of an occupational accident that is recognized by the Workplace Safety Insurance Board (WSIB) as compensable, shall be paid the WSIB award plus an additional amount equivalent to the difference between the amount payable by WSIB and his or her regular

## **18.05 Emergency Leaves**

The ten (10) days emergency leave provision as in accordance with the Employment Standards act is inclusive of the days provided within the collective agreement.

## **18.06 Education Leave**

Upon approval of an employee's supervisor, an employee may be absent from work during regular working hours for the purpose of writing an examination at an accredited educational institution without suffering any loss of pay for the time spent away from work for this purpose. It is understood that any such examination would normally be in a program of studies that would be mutually beneficial to both the employee and the Board.

## **18.07 Personal Leave**

One (1) day of leave with pay shall be granted in each calendar year for personal reasons. **Where possible, the** scheduling of such leave shall be upon mutual agreement of the employee and his or her immediate supervisor. Unused leave shall be added to the following year's vacation entitlement.

## **18.08 Medical/Dental Appointments**

Medical and/or dental appointments should be scheduled outside normal working hours where possible. Where such appointments cannot be scheduled outside normal working hours, the employee should endeavour to schedule the appointment to minimize lost work time and, unless in the case of an emergency, must advise their immediate supervisor five (5) days in advance. If such appointment requires the employee to be absent beyond half of his or her normal shift, such time shall be deducted from the employee's sick leave bank.

## **18.09 Deferred Salary Leave**

- (a) The deferred salary leave plan has been developed to afford an employee the opportunity of taking a leave of absence without pay and through deferral of salary, to finance the leave. In accordance with Revenue Canada Taxation Regulation, the leave shall not be less than six (6) consecutive months and the deferral period must not exceed six (6) years from the date deferrals are commenced.
- (b) Neither the Catholic District School Board of Eastern Ontario nor The Canadian Union of Public Employees assumes responsibility for any consequences arising out of this plan related to effects on an employee's pension provision, income tax arrangements, Employment Insurance, the Canada Pension Plan or any liabilities incurred by the employee as a result of participation in this plan.
- (c) The employee shall not be covered by Workers Safety and Insurance Board (WSIB) during the leave period.

Ontario – CUPE 51238”. The Union will be provided with a copy of the policy upon renewal.

### **31.05 Guarantee of Employee Benefit Plans**

- (a) Should the carrier of any employee benefit listed in this article default on the payment of any insured benefit, the responsibility for payment shall then rest with the Board.
- (b) If the Board is responsible for the administration and application of any insurance policy contract established to provide the employee benefits set out herein, and if there is any difference arising with respect thereto, it shall be disposed of in accordance with the grievance and arbitration provisions of this collective agreement.

### **31.06 Continuation of Benefits on Lay-Off**

The Board agrees to continue to pay its share of all benefits for laid off employees for a maximum period of three (3) months following lay-off, as long as such employees retain seniority rights for this three (3) month period.

### **31.07 Continuation of Benefits upon Retirement**

Retired employees are eligible to continue to participate in the Board's medical and dental benefit plans, until age sixty-five (65). It is understood that the employee is responsible for the entire cost of the premiums associated with the plans.

## **ARTICLE 32 – ALLOWANCES**

### **32.01 Meal Allowance**

An employee required to work overtime of three (3) or more consecutive hours, and through a meal hour, shall be paid for the actual cost of his or her meal, to a maximum of ten dollars (\$10.00), upon submission of a receipt.

Where an employee must leave the city limits for the performance of his or her duties and is gone between the hours of 12:00 noon and 1:00 pm, he or she shall be paid for the actual cost of his or her meal, to a maximum of ten dollars (\$10.00), upon submission of a receipt.

### **32.02 Travel Allowance**

Employees requested to use their automobile in the performance of their duties, other than to their assigned work place, shall be paid a kilometrage allowance as established by Board policy.

Where the employer transfers or assigns an employee to multiple work locations, the Board's policy shall apply for all travel between locations.

## **ARTICLE 16 – JOB SECURITY**

**16.01** In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed by members of the bargaining unit shall not be contracted out. The Employer may contract out surplus or special work that cannot be performed by the present staff, provided no employees who are qualified are on layoff.

**16.02** In the case where a school is to be closed and/or a job eliminated, the Board shall notify the Union at least one (1) month in advance.

### **16.03 Position Decreased or Eliminated**

In the event a position is decreased or eliminated the affected employee shall be given first chance of accepting the position should it return to the previous state within two (2) years, before it is posted in the regular fashion throughout the system.

## **ARTICLE 17 – CASUAL/TEMPORARY WORK**

No new employees shall be hired for any casual or temporary work unless all employees within the bargaining unit on layoff, and possessing the necessary qualifications for the position, have been given the opportunity of recall. It is understood that any employee on layoff has the right to refuse an assignment. In addition to article 31.06, it is understood that employees who are recalled for casual/temporary work shall be fully covered by the terms of the Collective Agreement.

## **ARTICLE 18 – LEAVE**

### **18.01 Bereavement Leave**

- (a) An employee may be absent up to five (5) consecutive working days with pay upon the death of an immediate relative: spouse, father/mother, persons in loco parentis, brother/sister, son/daughter, father-in-law/mother-in-law, son-in-law/daughter-in-law, grandchild and grandparent.  
However, should the employee complete his/her working day on the day of bereavement, he or she may be excused from work up to five (5) working days commencing the day following.
- (b) An employee may be absent up to three (3) consecutive working days with pay commencing upon the day of death of a brother-in-law/sister-in-law, niece or nephew. However, should the employee complete his/her working day on the day of bereavement, he or she may be excused from work up to three (3) working days commencing the day following.

## Eligible Expenses Under the Development Fund

The fund is for purposes of assisting an employee in the cost of related expenses for personal professional development. Related expenses such as but not limited to registration fees to participate in a workshop, seminar, course, training session, etc. Internet registration fee to participate in an online workshop, course, training, etc. The purchase of books and materials related to personal professional development etc. Purchase, or rental of electronic equipment, computer, computer hardware, software, technological tools, devices related to personal professional development, etc. Purchase or rental of equipment, tools, supplies related to personal professional development etc.

## Monies Not Distributed

On January 1st, 2007, any money from this Fund not distributed to employees will be placed in a CUPE Professional Development Fund account to be utilized based on recommendations from a Joint Professional Development Fund Committee made up of two (2) CUPE representatives and two (2) Board representatives.

## ARTICLE 33 – SHIFT DIFFERENTIALS

### 33.01 Split Shift

The Board will provide a shift differential of thirty-five cents (35¢) per hour for every permanent custodian working a split shift.

### 33.02 Evening Shift

The Board will provide a shift differential of forty cents (40¢) per hour for every permanent custodian working an evening shift. The evening shift differential will be paid if seventy-five (75%) of the custodian's shift is worked after 3:00 p.m.

## ARTICLE 34 – PAYMENT OF WAGES AND ALLOWANCES

### 34.01 Pay Days

The Board shall pay salaries and wages bi-weekly for the current week. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

The Board may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, the employee or by this agreement.



immediate supervisor. In the summer vacation period only, where possible, the day shift shall consist of four (4) ten hour shifts worked between the hours of six (6) am and five (5)pm from Monday to Thursday, the starting time to be mutually agreed upon.

- (vi) During the period of the Christmas holidays, March Break, and summer vacation, the one half hour (1/2) lunch period will be a paid lunch period
- (vii) Elementary School Custodians shall work a twelve (12) month year.

#### **14.09 Student Support Workers**

- (a) The normal work day for Student Support Workers shall be seven (7) hours per day, exclusive of a **forty (40) minute** meal period, Monday through Friday, for a total of thirty-five (35) hours per week.
- (b) Student Support Workers will work ten (10) months per year.

#### **14.10 Rest Period**

All employees shall be entitled to **an uninterrupted** fifteen (15) minute paid rest period in the first half and in the second half of the day. **Rest periods should be scheduled at mic point in the morning and afternoon.**

### **ARTICLE 15 – OVERTIME**

#### **15.01 Overtime Defined**

All time worked beyond the normal workday or the normal work week, or any work performed on a Holiday or a normal day of rest shall be considered as overtime.

All overtime must be approved by the appropriate supervisor in advance of being performed, except in the case of an emergency.

#### **15.02 Overtime**

- (a) All overtime shall be on a voluntary basis except in the cases of emergency.
- (b) Employees requested to work overtime will be paid at the rate of time and one half (1.5) for all hours worked.
- (c) If requested to work two (2) or more, but less than three (3) consecutive hours of overtime, as an extension of the normal working day, an employee will be allowed a fifteen (15) minute break with pay at the applicable overtime rates. If required to work three (3) or more consecutive hours of overtime, as an extension of the normal working day, an employee will be allowed a thirty (30) minute break with pay at the applicable overtime rate.

### **35.05 Joint Job Evaluation**

A Joint Job Evaluation Committee will be established to meet the Board and Union's maintenance obligation under the Pay Equity Act. The selection of the Joint Job Evaluation Committee will be made in accordance with Letter of Intent – Number #4.

### **35.06 Closing of Schools on School Days**

- (i) When the school(s) is/are closed due to weather conditions, equipment failure or the interruption of essential services, employees shall not be required to go to the school.
- (ii) When the school(s) is/are closed due to equipment failure or interruptions of essential services, employees shall not be required to go to the school except for custodial and maintenance staff who may be called to report to work to assist in these circumstances.
- (iii) If employees are at the school when the school(s) is/are closed, they are not required to remain once all of the pupils are safely en route home. Assurance of this shall be the responsibility of the school principal.
- (iv) In the event that bus transportation is cancelled due to inclement weather but schools remain open, employees will make a reasonable effort to report to the school.

### **35.07 Medical Care**

The administration of medication is the responsibility of the Principal and his/her designate. Secretaries may administer medication or apply medical care (as per Board policy and the Administration Procedures Guideline) where there is agreement that appropriate storage, monitoring and records are maintained.

### **35.08 Medical Care (Educational Assistants)**

An Educational Assistant possessing the necessary qualifications and/or training, and with the written authorization from the parent or guardian of the child, may be required to administer medication and/or perform medical procedures to the student(s) under his/her responsibility.

The Employer shall indemnify and save harmless the Educational Assistant, from any and all claims which may be made against the Educational Assistant, for medical care provided in accordance with this Article and within the scope of the Educational Assistant's employment with the Board.

### **35.09 Supervision**

Except in emergency situations, Educational Assistants assigned to special needs students shall not be required to supervise student(s) in a classroom in the absence of a teacher save and except situations of supervising a post-secondary co-op placement, or in toileting, physio and occupational therapy routines and other regular duties of an Educational Assistant assigned to a special needs student.

#### **14.06 Computer Technical Staff**

- (a) The normal work day for Computer Technical Staff shall be seven (7) hours per day, worked between the hours of 8:30 am and 4:30 pm, exclusive of a meal period, Monday to Friday, for a total of thirty-five (35) hours per week. It is understood that these hours may be changed by mutual agreement between the employee and his/her immediate supervisor.
- (b) Computer Technical Staff will work a twelve (12) month year.

#### **14.07 Library Technical Staff**

- (a) The normal work day for Library Technical Staff shall be seven (7) hours per day, worked between the hours of 8:00 am and 4:00 pm, exclusive of a meal period, Monday to Friday, for a total of thirty-five (35) hours per week. It is understood that these hours may be changed by mutual agreement between the employee and his/her immediate supervisor.
- (b) Library Technical Staff will work a ten (10) month year.

#### **14.08 Maintenance and Custodial Staff**

##### **(a) Maintenance Staff and Delivery Driver**

- (i) The normal work week for Maintenance employees and the Delivery Driver shall consist of five (5) consecutive eight (8) hour days from Monday to Friday, exclusive of a half hour unpaid meal period.
- (ii) The normal work day shall commence at 8:00 am and conclude at 4:30 pm unless otherwise agreed to by the employee and his/her supervisor.
- (iii) In the summer vacation period only, where possible, the day shift shall consist of four (4) ten hour shifts worked between the hours of six (6) am and five (5)pm from Monday to Thursday, the starting time to be mutually agreed upon.
- (iv) The meal period shall normally be from 12:00 to 12:30 pm unless changed by mutual agreement between the employee and his/her immediate supervisor.
- (v) Maintenance employees and the Delivery Driver shall work a twelve (12) month year.

##### **(b) Custodian In Charge and Custodian (Secondary School)**

### **37.06 Agreement to Continue in Force**

This agreement shall remain in force beyond its termination date as set out in **37.01**, until such time as a revised Agreement is signed. Revisions to the Agreement will be effective upon signing, unless otherwise specified.

### **37.07 Copies of Agreement**

Within thirty (**30**) days of the signing of the Agreement, the Board will print sufficient copies of the Agreement in booklet form for all bargaining unit members.

#### **13.04 Recall**

- a) No new employee shall be hired for any position within the bargaining unit until those laid off and still having seniority have been given an opportunity of recall.
- b) An employee shall have the right of recall, by order of seniority, from a layoff to an available opening within their classification, provided he or she is qualified and able to **perform the work**.
- c) The Board shall notify the person of recall opportunity by telephone. If unsuccessful in reaching the laid off employee, a copy of the recall opportunity shall then be forwarded by registered mail addressed to the last address on record with the Board.
- d) Laid off persons will remain on the recall list for a period of two (2) years unless the person having been laid off fails to notify the Board of his or her intention to return to work within seven (7) days following receipt of the registered notice of recall sent to his or her last recorded address with the Board; or having provided such notification fails to return to work.

#### **ARTICLE 14 – HOURS OF WORK**

##### **14.01 Central and Regional Office Staff**

The normal work week for central and regional office staff shall be 8:30 am to 12:00 noon; 1:00 pm to 4:30 pm, Monday to Friday inclusive, for a total of thirty-five (35) hours per week. Such staff shall normally work twelve (12) months in a year, but it is understood that there may be some individuals among this group that are attached to educational departments and in such cases, ten (10) months in a year will be worked.

##### **14.02 Educational Assistants**

- (a) The normal work day for Educational Assistants shall be six and a half (6.5) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-two and one half (32.5) hours per week.

The meal period referred to in (a) above, shall not be less than forty (40) consecutive minutes which will be taken between **11:00 am** and **1:15 p.m.**, at a time mutually agreed to between the immediate supervisor and the employee.

- (b) Educational Assistants will work a ten (10) month year.

## Hourly Grid – September 2005 to August 2006

POSITION	START	YEAR 1	YEAR2
Accounts Payable	18.48	19.25	20.05
Attendance Counsellor	19.53	20.35	21.20
Audio Visual Clerk	16.68	17.38	18.10
Board Office Custodian	16.48	17.17	17.88
Board Office Secretary	18.48	19.25	20.05
Communications Disorder Assistant	17.53	18.26	19.06
Computer Technician	20.06	20.90	21.76
Custodian in Charge	17.51	18.24	19.00
Delivery Driver	17.65	18.39	19.15
Educational Assistant	17.53	18.26	19.06
Elementary School Custodian	16.48	17.17	17.88
Elementary School Secretary	18.48	19.25	20.05
Finance Clerk	20.17	21.00	21.88
Library Technician	17.78	18.52	19.30
Maintenance	18.70	19.49	20.29
Maintenance Clerk	18.48	19.25	20.05
Payroll Clerk	20.17	21.00	21.88
Purchasing Clerk	20.17	21.00	21.88
Receptionist	15.23	15.87	16.54
Secondary School Custodian	16.48	17.17	17.88
Secondary School Secretary	18.48	19.25	20.05
Student Support Worker	23.02	23.98	24.99
Systems Analyst	24.31	25.32	26.38
Transportation Clerk	20.17	21.00	21.88

Note: Progression on the Grid

3. All employees currently on **staffs** at the date of ratification shall be placed at the top rate of the grid.
4. All new employees hired after the date of ratification shall commence at the start rate and progress to the next step of the wage grid on the anniversary date of their date of hire

- e) With any position, **a cumulative** increase in time of more **than** five (5) hours per week or more than one (1) hour per day **within a one (1) year period since the first increase** will result in the position being posted.
- f) Such notice shall contain the following information: posting number, description of position, location, qualifications, education, skills requirement, salary rate, total weekly hours, hours of work. Such qualifications and **educational** requirements shall be in accordance with the job description **as agreed to by the parties under the Job Evaluation Plan during the Pay Equity process.**

## **12.02 Method of Making Appointments**

In making staff changes, transfers and/or promotions in the bargaining unit, appointment shall be made of the applicant with the greatest seniority and having the required minimum qualifications. Appointment shall be made of the senior applicant having the potential to become fully qualified within a three month period.

## **12.03 Successful Applicant**

Within ten (10) working days, the Union shall be notified in writing of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit.

## **12.04 Trial Period**

- (a) The successful applicant shall be placed on a trial period of three (3) months and shall also be provided with a minimum of five (5) working days of training early in his or her trial period, if necessary. Conditional upon satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proved unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself or herself unable to perform the duties of a new job classification, he or she shall be returned to his *or* her former position at the current rate of pay without loss of seniority. Any other employee, promoted or transferred because of the re-arrangement of positions shall also be returned to his or her former position at the current rate of pay without loss of seniority.
- (b) When an employee is promoted to a higher paid position, he or she shall receive the rate of pay at the next higher step.

## **12.05 Disabled Employee's Preference**

If requested, the Employer may provide suitable alternate employment to an employee, who through advancing years, injury, illness or disability, is unable to perform his or her normal duties. The rate of pay will be that of the alternate employment. Such employee shall not displace another employee.

## **LETTER OF UNDERSTANDING (1)**

The Parties recognize that to provide optimum, consistent and quality care for our students with special needs, it may be necessary to provide additional Educational Assistant hours on a case by case basis.

Therefore, prior to the start of each school year, the Special Education department will determine which special needs child, if any, requires an additional two and one half (2.5) hours per week of education assistance.

Once this is determined, the Special Education department will meet to advise the Union of the locations and positions that will require the additional hours for the school year.

The Union agrees that although the set hours for Educational Assistants is thirty-two and one half (32.5) hours per week, the additional increase to thirty-five (35) hours per week will not trigger the overtime clause unless the hours exceed thirty-five (35) hours per week.



### 11.03 Posting of Seniority Lists

The Board will maintain a seniority list showing each employee's name and the date on which the employee's seniority commenced. The Board will revise the seniority list and provide copies of the revised list to CUPE Local 4154 and post on bulletin boards by November 1<sup>st</sup> and May 30<sup>th</sup> of every year. **An** employee objecting to **his/her** seniority date or days worked must do **so** in writing within thirty (30) days of the posting of the list. Should no objection be raised, this list shall be deemed accurate thirty (30) days after said **postings**.

### 11.04 Probationary Period

Newly hired employees shall be considered to be on a probationary basis for a period of three (3) months while actively employed from the date of hiring. During the probationary period employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

### 11.05 Casual/Temporary Employees

Persons hired as casual/temporary employees shall not acquire any seniority credit for such service, unless the casual/temporary employee applies for and acquires a permanent position, and provided there has been no break in service.

### 11.06 Promotions to Positions Outside **Bargaining** Unit

The selection and promotion of employees to Board positions outside the bargaining unit are not governed by this agreement. In the event an employee is or has been promoted to any such position and is returned to his/her former position within the bargaining unit within three (3) months, he or she shall be credited with the additional seniority accrued during the period he or she was employed outside the bargaining unit.

### 11.07 **Loss of** Seniority

An employee shall only lose his or her seniority if he or she:

- a) terminates his or her employment for any reason; or
- b) is discharged, only for just cause, and not reinstated through the grievance or arbitration procedures; or
- c) is laid off for a period longer than twenty-four (24) consecutive months; or
- d) is retired and is in receipt of a pension; or
- e) is promoted to a position outside the bargaining unit for more than three (3) months; or

## **LETTER OF UNDERSTANDING** **SENIORITY**

**WHEREAS** the parties have been unable to resolve various employees' issues related to seniority;

**WHEREAS** previous attempts to correct the seniority date and the seniority list by the Union, on behalf of the members it represents, has failed;

**WHEREAS** some employees have claimed that their seniority date does not reflect their accumulated service/seniority while a temporary or casual employee;

**WHEREAS** temporary or casual employees hired in a **permanent** position without break in service have not had their service/seniority while a temporary or casual recognized for the purposes of current seniority as a permanent employee;

**WHEREAS** the collective agreement in effect from January 1, 2002 to August 31, 2004 states:

### **“ARTICLE 11 – SENIORITY”**

- 11.01** Seniority is defined as the length of continuous service with the Board and/or predecessor Boards since the date of hire and shall include service with the Board prior to certification or recognition of the union.
- 11.05** Persons hired as casual/temporary employees shall not acquire any seniority credit for such service, unless the casual/temporary employee applies for and acquires a permanent position, and provided there has been no break in service.”

**Be it resolved** that the parties shall, no later than sixty (60) calendar days following ratification of the Memorandum of Settlement, meet and resolve all matters related to seniority issues.

Should the parties be unable to resolve, within the time lines cited above, all issues related to this Letter of Understanding, the parties agree to immediately request the assistance of an Arbitrator to hear and issue a final, binding and enforceable decision on the parties. The arbitrator is given full power, authority and jurisdiction to hear the dispute related to the application and administration of this Letter of Understanding and the Collective Agreement in effect from January 1, 2002 to August 31, 2004.

If the parties cannot agree within ten (10) working days of notifying the first party, of its intent to pursue to arbitration, the first party can request the Minister of Labour to appoint.

The Board and the Union shall each pay one half (1/2) the remuneration and expenses of the Arbitrator.

## (b) Grievance and Arbitration Pay Provisions

Representatives of the Union shall not lose any pay or benefits for time used in processing grievances, including time spent attending arbitrations, subject to the limitations found in Article 9.04 (a).

### ARTICLE 10 – DISCHARGE, SUSPENSION, DISCIPLINE

#### 10.01 Preamble

**Whenever the Employer deems it necessary to censure an employee in a manner** indicating that discipline, up to and including dismissal, may follow any repetition of the act, or acts, complained of, or omission(s) referred to, or may follow if such employee fails to bring his or her work up to a required standard by a given date, the Employer shall abide by the following plan:

##### Step 1

The immediate supervisor shall have an informal discussion with the employee, The employee and the steward shall be advised of the said step.

If there is a repetition of the **act, or acts, complained of, or omission(s)** within a period of six (6) months, there would be a more formal discussion between the supervisor and the employee. The steward and/or an officer of the Union shall attend this meeting, however, should the employee not wish Union representation, the employee shall notify the Union.

##### Step 3

If there is no improvement in the employee's actions within a period of another six (6) months and, after another discussion with the supervisor concerned, the employee may be suspended without pay for up to three (3) days, depending on the severity of the infraction, to consider the consequences of his or her actions and to reflect upon his or her future with the Board. The steward and/or an officer of the Union shall attend this meeting, however, should the employee not wish Union representation, the employee shall notify the Union.

##### Step 4

If all of the above fails to achieve a correction in the employee's performance or behaviour, he or she may be further suspended or terminated.

#### 10.02 Employees File

At the request of the employee, information pertaining to the incidences mentioned above shall be removed from employee's file after twelve (12) months have elapsed from the time the employee has satisfactorily remedied that which brought about the disciplinary measures. **No document shall be placed in the employee file, or, used in any disciplinary matter unless the employee is made aware of such at the time the document is placed in his/her file.**

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The Committee has no right or power to make recommendations that would result in the reduction in hours of work, or reduction in the number of employees in the bargaining unit.

The Committee shall present its' final report to the Labour-Management Committee for consideration and possible implementation. Where the Labour-Management Committee agrees to the recommendation(s), in whole or in part, it may prepare a Memorandum of Agreement and submit the Memorandum of Agreement for ratification.

## Step 2

Failing satisfactory settlement at Step One, the grievor may submit the grievance to the Administrator of Human Resources within fifteen (15) working days following receipt of the reply at Step One. The Administrator of Human Resources shall investigate and render his or her decision within five (5) working days following receipt of the grievance.

## Step 3

Failing satisfactory settlement at Step Two, the Union may submit the grievance to the Director of Education or the Director's designee within fifteen (15) working days following receipt of the reply at Step Two. Upon request, the Director of Education or the Director's designee shall discuss the grievance with the grievance committee. The Director of Education or the Director's designee shall render a decision within five (5) working days following receipt of the grievance.

### **8.08 Time Limits**

Time limits specified in this Article may be extended by mutual agreement of both parties.

### **8.09 Group or Policy Grievance Processing**

A group grievance or policy grievance by the Union shall be submitted at Step Two. It is understood that such a policy grievance shall not deal with matters that have been the subject of an individual employee grievance.

### **8.10 Replies In Writing**

All grievances and replies thereto shall be in writing at all stages.

### **8.11 Working Day**

Within Article 8, a working day shall mean a day other than Saturday, Sunday or a recognized holiday.

### **8.12 Supplementary Agreements**

Signed supplementary agreements, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

### **8.13 Technical Objections**

No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to determine the real matter in dispute and to give a decision according to equitable principles and the justice of the case.

<b>BENEFIT PROVISIONS</b>	<b>COVERAGE</b>
<b>MEDICAL</b>	
<i>Deductible</i>	Nil
<i>Drug Coverage</i>	Direct Drug Card
<i>Hospital Room</i>	Semi-Private Private - \$10.00 p/day 120 day maximum lifetime
<i>Survivor Extension</i>	24 months; premium waived
<i>Vision</i>	\$250 maximum over a 24 month period
<b>DENTAL</b>	
<i>Fee Guide</i>	Prior Year
<i>Basic</i>	Unlimited
<i>Major Restorative</i>	50% - \$2000/yr
<i>Orthodontia</i>	50% - \$1000/yr;\$3000/lifetime
<i>Dentures</i>	Major Restorative
<i>Bridgework</i>	Major Restorative
<i>Restorations, Crowns, Inlays &amp; Onlays</i>	Major Restorative
<i>Survivor Extension</i>	24 months; premium waived
<b>LIFE</b>	
<i>Schedule</i>	3X Salary – max. \$350,000 Dep. Life- \$15000 (spouse) - \$5000 (child) Optional Life Available – units of \$10,000; Maximum \$250,000 Age Banded, Smoker-Non, Spousal Optional Available Optional – 100% employee

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 Recognition of Union Stewards**

- a) In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the duties of the Union Steward whose responsibility shall be to assist any employee whom the steward represents, in preparing and presenting a grievance in accordance with the grievance procedure.
- b) All time spent presenting a grievance shall be without loss of salary or benefits.

### **8.02 Names of Stewards**

The Union shall notify the Board in writing of the name of each steward and of each Vice-President and the area(s) he or she represents on April 1<sup>st</sup> of each year.

### **8.03 Union Grievance Committee**

The Union Grievance committee shall consist of not more than four (4) members of the Executive and the CUPE National Representative.

### **8.04 Permission to Leave Work**

It is understood that no Steward or Executive Committee member shall leave his or her work without obtaining permission from the Human Resources Administrator or his/her designate. Said permission to be granted as soon as possible. The union shall reimburse the employer for the actual replacement costs incurred in the release time of the union member.

The Employer agrees that Stewards and Executive Committee members shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

In order for the Stewards and/or the Executive members to prepare for a grievance and/or the investigation of a grievance, the Administrator of Human Resources or his or her designate when requested, shall advise the immediate supervisor(s) concerned of the Stewards' and/or the Executive members' absence.

The Union acknowledges, however, that employees have their regular duties to perform and they will not absent themselves without first obtaining permission from their immediate supervisor.

***For those employees transferred "en bloc" to the former Stormont, Dundas and Glengarry County Roman Catholic Separate School Board (CUPE Local 1223)***

En bloc transfer of September 1, 1989:

Employees who transferred from the Stormont, Dundas and Glengarry County Board of Education to the Stormont, Dundas and Glengarry Roman Catholic Separate School Board as part of the "en bloc" transfer of September 1, 1989, shall be offered the choice of participating in one of the following sick leave plans:

**Plan A:** to participate in the sick leave plan which they enjoyed when employed with the Stormont, Dundas and Glengarry County Board of Education, as described in Articles 19 and 29 and subsection (a) of section 22.04 and with amendments, as follows:

1. Pursuant to Section 155 of the Education Act, 1974, a Plan for cumulative sick leave and Retirement Gratuities is hereby established as of January 1, 1977, for the employees who were part of the September 1, 1989 "en bloc" transfer as per Appendix A.
2. The Chief Executive Officer of the Board shall keep a register or registers in which shall be recorded the credits, the accumulated credits and the deductions therefrom in respect of each employee.
3. The employees eligible under this Plan for cumulative sick leave and Retirement Gratuities shall be the employees who transferred from the Stormont, Dundas and Glengarry County Board of Education to the Stormont, Dundas and Glengarry Roman Catholic Separate School Board as part of the "en bloc" transfer of September 1, 1989, as per Appendix A.
4.
  - a) An employee of the Board on January 1, 1977, shall be entitled to an initial credit of the cumulative sick leave reserve standing to his or her credit on December 31, 1976, under the Plan for cumulative sick leave and Retirement Gratuities in effect at that time.
  - b) An employee commencing employment with the Board on or after January 1, 1977, shall be entitled to an initial credit as provided by Section 155 of the Education Act, 1974.
5. An employee, on leaving the employment of the Board, shall be entitled to receive, on request, a statement of the cumulative sick leave standing to his or her credit duly certified by the Chief Executive Officer.
6. On January 1<sup>st</sup> of each year, or as soon thereafter as is practical, each employee shall receive a statement of the cumulative sick leave standing to his or her credit as at December 31<sup>st</sup>, according to the records of the Board.
7. An employee eligible under this Plan shall receive pay of two (2) days per month for absence caused by sickness of the employee including an acute inflammatory condition of the teeth or gums, and for any additional absence so caused which is not in excess of his or her cumulative sick leave credits.



- c) In order to do this, a representative of the Union shall be given an opportunity to interview each new employee during regular working hours, without loss of pay. The Union agrees that the application of this subsection will be applied in a reasonable fashion and bearing in mind the costs involved.

#### ARTICLE 4 – CHECK OFF OF UNION DUES

##### **4.01** Check off Payments

The Board shall deduct from every employee covered by this agreement, any dues, initiation fees, or assessments levied in accordance with the Union constitution and by-laws. The Union shall provide, in writing, a list of such dues, fees or assessments.

##### **4.02** Deductions

The Board shall deduct, from regular wages and overtime, for every pay period and for each member, union dues and assessments. All such deductions shall be forwarded to the Secretary-Treasurer of the Local not later than the fifteenth (15<sup>th</sup>) day of the following month, accompanied by lists of the name, address, classification and status of all employees from whose wages the deductions have been made. The list shall indicate the amount deducted, wages and hours of work for the period, and, work location.

The Employer shall forward to the Union, no later than September 30<sup>th</sup> and January 1<sup>st</sup>, an updated list of all the members of the Union indicating their home address and home phone number.

The Union shall indemnify and save harmless the Board from any and all claims arising from the deduction of dues and assessments.

##### **4.03** Union Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Board shall type on the amount of union dues paid by each Union member in the previous year.

#### ARTICLE 5 – CORRESPONDENCE

- 5.01** All correspondence between the parties arising out of this collective agreement or incidental thereto shall pass to and from the Administrator of Human Resources or his or her designee and the President of the Union.
- 5.02** A copy of any correspondence between the Board or the Board's designee and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of the Union or his or her designee.

<b>Length of Service in Years</b>	<b>Percentage of Cumulative Sick Leave Credits times the Daily Rate of Pay</b>
5	12%
6	14%
7	16%
8	18%
9	20%
10	22%
11	24%
12	26%
13	28%
14	30%
15	32%
16	34%
17	36%
18	38%
19	40%
20	42%
21	44%
22	46%
23	48%
24	50%

14. a) The daily rate of pay as used in the calculations of the retirement gratuity in Section 13 shall be defined as eight (8) times the basic hourly rate for the job classification of the employee at the time of retirement.
- b) In calculating service for the purpose of Section 13, service with the Board shall include continuous service with a former school board in the school division of this Board, provided the employee was in the employ of such board on December 31, 1968, and provided the continuous service ends on that date.
- c) In any event, the retirement gratuity shall not exceed an amount equal to one-half (1/2) the pay of the employee for one (1) year calculated at the basic hourly rate for the job classification of the employee at the time of retirement.
15. In the event of the death on an employee, either before or after retirement, benefits, if any, arising from this plan shall be paid to the designated beneficiary or to the estate of the deceased employee.

- b) hire, promote, demote, transfer and suspend employees; and
- c) discharge employees for just cause

### **1.02 (a) Not Discriminatory**

In exercising its rights, the Board and the Union shall not discriminate against or harass any employee because of age, race, creed, colour, ancestry or place of origin, sex, marital status, political affiliation, place of residence, membership or activity in the Union, or any other provisions of the Ontario Human Rights Code.

### **(b) Harassment**

**The Employer and the Union agree that all forms of harassment will not be tolerated in the workplace. Harassment is defined as a vexatious comment or conduct that is known or ought to be known as unwelcome.**

**It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.**

## **ARTICLE 2 – RECOGNITION AND NEGOTIATION**

### **2.01 Bargaining Unit**

The Board recognizes the Canadian Union of Public Employees and its Local 4154 as the sole and exclusive bargaining agent for all its non-teaching support staff, save and except supervisors, those above the rank of supervisors, those employed in a confidential nature, speech language pathologists, psycho-educational consultants, crisis response workers, all employees within the Office of the Director of Education and the Human Resources Department, Confidential Secretaries, and students employed during the months of July and August. The Board agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

### **2.02 No Other Agreements**

The Union is hereby established as the sole collective bargaining agency for all employees as set out in Article 2.01 thereof. The Board undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively, which will conflict with any of the provisions of this agreement, or the terms of certification of the Union.

## APPENDIX “C”

### ANNUAL STAFFING PROTOCOL FOR SSWs

#### Preamble:

Student Support Workers positions will be assigned in a manner that ensures the continued provision of quality service to meet the needs of the students.

1. The staffing process is subject to Ministry of Education/Special Education Funding.
2. The Superintendent of Special Education in conjunction with principals will establish staffing requirements to meet the specific needs of the school and students for the school year (or during the year as required).
3. SSWs will indicate on the School Request Form or Application for Leave Form (available on the intranet), interest in either remaining in their current position, transferring into another assignment (indicating up to 3 choices in order of priority) or requesting a leave. These forms are to be forwarded by the employee to the Human Resources Department by April 1st. The Human Resources Department shall forward copies of these forms or a spreadsheet reflecting the compiled data to CUPE no later than May 15th.
4. On or before May 31st, the Human Resources Department in conjunction with the Superintendent of Special Education will identify positions that are status quo, new and/or redundant and provide a copy to the Union.
5. The staffing requirements and the resulting identified positions shall be posted on the website and shared with the Union no later than June 7th.
6. Based on funding, the SSWs School Request Forms and Application for Leave Forms, the Joint Committee will meet no later than June 15th to review and confirm the proposed staffing for September. Assignment will be allocated as follows, using the master list of the Employer's established staffing requirements (as identified above in 1 and 2):
  - (a) an SSW who has not requested a transfer, remains in his/her school and assignment;
  - (b) newly created positions awarded by seniority from the qualified **SSWs** who have indicated their interest in the position;
  - (c) assignments that are vacant (as per 3 above) as a result of a transfer request or an approved leave of absence;
  - (d) SSWs cannot displace someone where there is no vacancy resulting from paragraph 3 above;

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**ANNUAL STAFFING PROTOCOL FOR EAs**

**Preamble:**

Educational Assistant positions will be assigned based on the needs of the students and school and in a manner that ensures the continued provision of quality service to meet the needs of the students.

1. The staffing process is subject to Ministry of Education/Special Education Funding and the needs of the students and the school.
2. The Superintendent of Special Education in conjunction with principals will establish staffing requirements for the school year (or during the year as required).
3. Where a particular student requires specialized and/or specific care, the EA assigned to the student will possess the minimum qualifications and the required skills, in order to meet the specialized needs of this student.
4. EAs will indicate on the School Request Form or Application for Leave Form (available on the intranet), interest in either remaining in their current position, transferring into another assignment (indicating up to 3 choices in order of priority) or requesting a leave. These forms are to be forwarded by the employee to the Human Resources Department by April 1st. The Human Resources Department shall forward copies of these forms or a spreadsheet reflecting the compiled data to CUPE no later than May 15th.
5. On or before May 31st, the Human Resources Department in conjunction with the Superintendent of Special Education will identify positions that are status quo, new and/or redundant and provide a copy to the Union.
6. The staffing requirements and the resulting identified positions shall be posted on the website and shared with the Union no later than June 7th.
7. Based on funding, the needs and locations of students and the EA School Request Forms and Application for Leave Forms, the Joint Committee will meet no later than June 15th to review and confirm the proposed staffing for September. Assignments will be allocated as follows, using the master list of the Employer's established staffing requirements (as identified above in 1 and 2):
  - (a) an EA who has not requested a transfer, remains in his/her school and assignment;
  - (b) newly created positions awarded by seniority from the qualified EAs who have indicated their interest in the position;

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Signed this 6 day of September, 2006.

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