

COLLECTIVE AGREEMENT

between the

**Catholic District School Board of
Eastern Ontario**

and the

**Canadian Union of Public Employees
Local 4154**

September 1, 2007 to August 31, 2008

13168 (03)

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PREAMBLE

Whereas it is the desire of both parties to this Agreement:

To maintain and improve harmonious relations and settle conditions of employment
between the Catholic District School Board of Eastern Ontario and the
Canadian Union of Public Employees and its' local 4154;

To recognize the mutual value of joint discussions and negotiations in all
matters;

To encourage efficiency in operations;

To establish and promote the morale, well being and security of all the
employees in the bargaining unit.

Definitions

Employer:

The Catholic District School Board of Eastern Ontario and shall be
referred to as "the Employer" or "the Board"

Union:

The Canadian Union of Public Employees and its' local 4154.

Calendar year:

Calendar year shall mean the period of January 1 to December 31
inclusive.

Immediate Supervisor:

The person(s) one reports to or his/her designate as identified in the Letter
of Hire.

Permanent full-time employee:

An employee working the hours of work as defined in Article 14 – Hours of
Work.

Permanent part-time employee:

An employee appointed on a permanent basis by the Board who is regularly scheduled to work less than full-time hours.

Casual/Temporary employee:

An employee employed on a casual or temporary basis to replace a bargaining unit employee absent due to vacation, sick leave or leaves of absence or for a specific term or task on a short-term basis.

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 Management Rights

The Union recognizes that it is the function of the Board to exercise the regular and customary function of management and to direct the working force of the Board, subject to the terms of this Agreement. The question of whether any of these rights are limited by the Agreement may be decided through the grievance procedure. The Union further acknowledges that it is the right of the Board to:

- a) Maintain order and discipline and to establish and enforce reasonable rules and regulations governing the conduct of its employees; and
- 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 Union 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.

No employee shall be required or permitted to make a written or verbal agreement with the Board or a Board representative that may conflict with the terms of this collective agreement.

2.03 Casual/Temporary Employees

The following shall apply to casual/temporary employees:

- a) The rate to be paid such an employee shall be the appropriate rate applicable to the position of the replaced employee, subject to progression steps applicable to the

replacing employee, where appropriate.

- b) A temporary employee replacing a regular employee shall receive the start rate of the position he/she occupies.
- c) The employee may be released by the Board before the termination date of any term of employment.
- d) If no permanent employee is the successful applicant (per Article 12), casual/temporary employees shall have the opportunity to apply for such vacancy prior to advertising the vacancy outside the bargaining unit.
- e) Article 27.07 shall apply to casual/temporary employees.
- f) No other Article or provisions of the collective agreement shall apply to casual/temporary employees.

2.04 Permanent Part Time

A permanent part-time employee regularly scheduled to work less than 0.5 shall be entitled to Vacation and Sick Leave, on a pro-rata basis.

A permanent part-time employee regularly scheduled to work 0.5 or more shall be entitled to all benefits and advantages provided for in the collective agreement.

ARTICLE 3 – UNION SECURITY

3.01 All Employees to be Members

- a) All employees of the Board covered by this agreement shall, as a condition of employment, become members of the Union upon their commencement of employment.
- b) The Board and the Union agree to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with the Union security and dues check off.
- 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 (15th) 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 Superintendent 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.

ARTICLE 6 – LABOUR MANAGEMENT COOPERATION COMMITTEE BARGAINING COMMITTEE

6.01 Establishment of Committee

A Labour Management Co-Operation Committee shall be established consisting of not more than six (6) representatives of the Board and not more than six (6) representatives of the Union. The Union may be accompanied by the National Representative and the Board may have the assistance of one (1) additional member. The Union will advise the Board of the Union nominees to the Committee. The Committee shall enjoy the full support of both parties to this agreement.

6.02 Meetings of the Committee

During the month of September, the parties will confirm future Labour Management meetings for the months of October and February. Additionally the committee will meet at the call of either party. Two (2) weeks prior to the scheduled meeting, the parties will advise each other of the matters to be discussed. Employees shall not suffer any loss of pay or benefits for time spent with this Committee.

6.03 Bargaining Committee

- a) A Bargaining Committee shall be appointed and consist of not more than six (6) members of the Board, as appointees of the Board, and not more than six (6) members of the Union, as appointees of the Union. The Union will be accompanied by the National Representative and the Board may have the assistance of one (1) additional member to the Bargaining Committee. The Board may, at its option, be accompanied at the bargaining table by a secretary. The secretary shall not be included in the calculation of the six (6) member appointees of the Board.

Bargaining Committee Pay Provisions

- b) Representatives of the Union appointed to the Bargaining Committee, as per Article 6.03, shall not suffer any loss of pay or benefits for time involved in scheduled negotiation meetings with the Board.

ARTICLE 7 – MINUTES OF THE BOARD

- 7.01** Copies of all resolutions and rules and regulations adopted by the Board which affect the employees within this bargaining unit shall be made available to the Union.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Recognition of Local Union Representatives

- a) In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the duties of the Local Union Representative whose responsibility shall be to assist any employee whom the local union representative 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 Local Union Representatives

The Union shall notify the Board in writing of the name of each local union representative and of each Vice-President and the area(s) he or she represents on April 1st 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 Executive Committee member or local Union Representative shall leave his or her work duties to prepare for a grievance and/or the investigation of a grievance without obtaining permission from his/her immediate supervisor. In cases of meetings to be held at a location other than the Executive Committee member's or Local Union representative assigned place of work, such permission shall be obtained from the Superintendent of Human Resources or his/her designate rather than the supervisor. Said permission to be granted as soon as possible and will not be unreasonably withheld. The Union shall reimburse the Employer for the actual replacement costs incurred in the release time of the union member.

The Employer agrees that Executive Committee members and Local Union representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while

investigating disputes and presenting grievances as provided in this article.

8.05 Definition of Grievance

- a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this collective agreement.
- b) An individual grievance is one lodged by the Union on behalf of an employee-("grievor"), which has application only to the grievor.
- c) A group grievance is one lodged by the Union, on behalf of more than one employee arising out of the same circumstances.
- d) A policy grievance is one that arises out of the collective agreement and is not included under (b) or (c) hereof. A policy grievance shall be lodged by the Union, however, such a grievance shall not include any matter upon which an employee is personally entitled to grieve.
- e) It is further understood that the Union shall have the right to file grievances on behalf of any employee or group of employees.

8.06 Grievance Information

Each grievance shall be in writing and shall contain the following:

- a) a brief statement of the facts alleged to support the claim;
- b) specific reference to the collective agreement provisions allegedly violated; and
- c) The nature of the relief sought.

8.07 Settling of Union Grievances

It is agreed by the parties that an earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1

An employee having a grievance shall submit it in writing through his Union to the Co-ordinator of Employee Services within fifteen (15) working days after the employee became aware or ought to have become aware of the incident or circumstances giving rise to the grievance. The Co-ordinator of Employee Services shall discuss the grievance with the grievor in the presence of the Executive Committee Member or local

Union representative. The Co-ordinator of Employee Services shall render his or her decision within five (5) working days following receipt of the grievance.

Step 2

Failing satisfactory settlement at Step One, the Union may submit the grievance to the Superintendent of Human Resources within fifteen (15) working days following receipt of the reply at Step One. The Superintendent 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 Settling of Employer Grievances

An Employer grievance may be submitted in writing at Step 2 to the Local President of the Union. The Local President of the Union shall render a decision within five (5) working days following receipt of the grievance.

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

8.09 Time Limits

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

8.10 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

8.11 Replies in Writing

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

8.12 Working Day

Within Article 9, a working day shall mean a day other than Saturday, Sunday or a recognized holiday.

8.13 Supplementary Agreement

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

8.14 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.

8.15 Grievance Settlement

Where the parties reach a satisfactory settlement to a grievance it shall be in writing and signed by the Employer, the Union and the grievor(s) where applicable or where the grievor(s) signature is waived by the Union. No grievance settlement shall take effect until this agreement is signed. The parties shall endeavour to sign off on all settlement agreement(s) within five (5) working days of reaching terms of settlement or such other timeline as agreed to by the parties.

ARTICLE 9 – ARBITRATION

9.01 Requests for Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to an Arbitration Board or to a single Arbitrator and the notice shall contain the name of the first party's appointee to an Arbitration Board or selection of a single Arbitrator. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts its selection of a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board, as the case may be.

The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or Employer affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.

9.02 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding and enforceable on the parties, but in no event shall the Arbitrator have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or disciplinary grievance by any arrangement, which in his or her opinion he or she deems just and equitable.

9.03 Expenses

The Board and the Union shall each pay one-half (1/2) the remuneration and expenses of the Chairperson of the Arbitration Board and shall each pay the remuneration and expenses of the person it appoints as its nominee. The Board and the Union shall each pay the wages and expenses of its witnesses except if a management representative of the Employer is requested to appear by the Arbitration Board, the Employer

would not charge his/her salary or expenses, even if the request for testimony is made by the Union.

9.04 (a) Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by written mutual consent of the parties to this agreement.

(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 9.03.

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 local Union representative shall be advised of the said step.

Step 2

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 local Union representative 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 local Union representative 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.

10.03 Steps Omitted

It is understood by the parties that circumstances may arise, depending on the severity of the infraction, where the above procedure is not appropriate and some steps may be omitted.

10.04 Discharge Procedure

An employee who has completed his or her three (3) month probationary period may be dismissed, but only for just cause and only upon the authority of the Director of Education or the Director's designee. When an employee is discharged, he or she shall be given the reason in the presence of a Union officer. The Director of Education or the Director's designee shall, within five (5) working days of this meeting, confirm in writing the reason as stated at the meeting, for such discharge.

10.05 May Omit Grievance Step

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9 – Grievance Procedure. Steps one and two of the grievance procedure shall be omitted in such cases.

10.06 Access to Personnel File

An employee, or a union representative with the employee's written authorization, shall have the right, with 24 hours prior notification, to have access to and to review his or her personnel file and shall have the right to photocopy documents within and respond in writing to any document contained therein. Such reply shall become part of his or her personnel file.

ARTICLE 11 – SENIORITY

11.01 Definition

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.

11.02 Seniority Tie Breaker

In the event that two (2) or more employees share the same seniority date, and there is a requirement for a tie-breaker, the seniority will be determined as follows:

- By lot drawn in the presence of the President of the Union and the Superintendent of Human Resources or his/her designate.

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 the Union to post on bulletin boards by November 1st and May 30th 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. In computing the seniority credit on the acquisition of permanent status, all casual/temporary hours worked by the casual/temporary employee in the same classification as the permanent position attained will be pro-rated based on the full-time hours of work for that position as per Article 14-Hours of Work and credited for seniority purposes. Where the employee has not worked as a casual/temporary employee in a calendar year, accumulated hours worked prior to that calendar year will not be included in the calculation of the seniority credit.

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 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
- f) is transferred to a position outside the bargaining unit for a period exceeding twelve (12) months to replace an employee on leave.

A Union member either promoted or transferred under (e) or (f)

above will continue to pay Union dues at the rate he/she was paying

while in the bargaining unit.

11.08 Less Than 12 Month Employees

All employees who regularly work less than the full year, such as school secretaries, education assistants, etc., shall be considered as working a full year for the purpose of this Article.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

- a) When a permanent vacancy or a temporary vacancy of more than three (3) months occurs within the bargaining unit, or a new permanent position is created within the bargaining unit, the Board shall post notice as soon as possible but no later than fifteen (15) calendar days, of the position on its' Website and in its offices and schools for a minimum of five (5) working days. The date on the job posting and the date of the notice of the job posting shall be the same. Where there is a discrepancy between the date on the job posting and the date the notice of the job posting actually occurred, the time lines for application shall begin from the date that is the later of the two. A copy of the job posting shall be forwarded to the Union and any employees on leave.
- b) When a vacancy occurs as a result of a retirement or an employee terminating his or her employment, the Employer shall post the position immediately upon being notified of the termination or in the case of retirement, sixty (60) days prior to the retirement date.
- c) Vacancies occurring during July will be posted as of August 1st for fifteen (15) calendar days on the Board's Website and copies of the postings will be sent to each employee within the bargaining unit at his/her last known home address. Vacancies occurring after August 1st will be posted on August 21st as per (a) above.
- d) An appointment to fill the vacancy shall occur within ten (10) working days after the job posting is complete, provided there is a qualified applicant. The Union President shall be immediately notified of the name of the successful applicant.
- 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, hiring's, 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 and former 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 and former 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.

12.06 Purpose of Interview

Where an applicant applies for a promotion, the purpose of an interview is to assess if the applicant has the potential to become fully qualified within a three (3) month period.

Where an applicant applies for a lateral transfer, the purpose of an interview is to allow the applicant an opportunity to meet with his/her new supervisor.

ARTICLE 13 – LAYOFFS AND RECALLS

13.01 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work.

13.02 Notice of Layoff

In the event of a proposed layoff of a permanent or long term nature, or the elimination of a position within the bargaining unit, the Employer shall:

- a) Provide the Union with no less than four (4) weeks notice of the proposed layoff or elimination of the position; and
- b) Provide to the affected employee(s), if any, no less than four (4) weeks written notice, or the appropriate notice as per the Employment Standards Act, or pay in lieu thereof.

13.03 Procedure

- a) Both parties recognize that job security increases in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in the reverse order of their seniority.
- b) An employee to be laid off may bump an employee with less seniority, provided the employee exercising the right is qualified and able to perform the work. The right to bump shall include the right to bump laterally or downward. Bumping to increase hours within a full-time or part-time category shall not be considered bumping up.
- c) A permanent full-time or part-time employee may bump an employee in a temporary position.
- d) An Educational Assistant to be laid off may bump an EA with less seniority, with the same FTE or less, provided the employee exercising the right is qualified and able to perform the work. An EA being displaced

may in turn, displace another employee. This last displaced employee may in turn displace another employee. This last displaced employee shall have the option of accepting the layoff and being placed on the recall list or accept an available vacancy with the same FTE or less.

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 and provided that the vacancy has not been filled in accordance with Article 12 of the Collective Agreement. An employee may decline a recall into an available opening which is less than the full-time equivalent held at the time of layoff without losing his or her recall rights for subsequent available openings.

- 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.

- b) 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 Board Office Staff

The normal work week for Central and Regional Board 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 Regional Board Office Secretaries

Ten (10) month Secretaries assigned to the Regional Board Offices will work a ten (10) month school year, in addition to ten (10) working days that may be assigned in portion or in whole, either at the end, or the beginning, of the school year. Regional Board Office Secretaries will receive five (5) days pay at the end of the school year, and five (5) days pay at the beginning of the school year, regardless of when the additional days are worked.

14.03 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.

14.04 Elementary School Secretaries

- (a) The normal work day for Elementary School Secretaries shall be seven (7) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-five (35) hours per week. The work day shall normally start one half (1/2) hour before the commencement of the school day unless otherwise mutually agreed to between the immediate supervisor and the employee.

- (b) The meal period referred to in (a) above shall not be less than thirty (30) consecutive minutes which will be taken as follows:

- **for early start schools: between the hours of 11:00 a.m. and 1:15 p.m.**

- for late school starts: between the hours of 11:30 am and 1:30 pm.

- (c) Elementary School Secretaries will work a ten (10) month school year, in addition to ten (10) working days that may be assigned in portion or in whole, either at the end, or the beginning, of the school year. Secretaries will receive (5) days pay at the end of the school year, and five (5) days pay at the beginning of the school year, regardless of when the additional days are worked.

14.05 Secondary School Secretaries

- (a) The normal work day for Secondary School Secretaries shall be seven (7) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-five (35) hours per week. The work day shall normally start one half (1/2) hour before the commencement of the school day unless otherwise mutually agreed to between the immediate supervisor and the employee.

- (b) The meal period referred to in (a) above shall not be less than thirty (30) consecutive minutes which will be taken as follows:

- **for early start schools: between the hours of 11:00 a.m. and 1:15 p.m.**

- for late school starts: between the hours of 11:30 am and 1:30 pm.

- (c) Secondary School Secretaries will work a twelve (12) month year.

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)

(i) The normal work week for Secondary School Custodians shall consist of five (5) consecutive eight (8) hour shifts, inclusive of a one half hour (1/2) paid meal break from Monday to Friday.

(ii) The shifts shall be:

Day: 6:00 am to 2:00 pm or 7:00 am – 3:00 pm

Afternoon: 2:00 pm to 10:00 pm or 3:00 pm – 11:00 pm

Unless otherwise agreed to by the employee and his/her immediate supervisor.

(iii) During the period of the Christmas holidays, March Break, and summer vacation period, all employees shall be scheduled to work the day shift unless there is a mutual agreement between the employee and his/her 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.

(iv) Secondary School Custodians shall work a twelve (12) month year.

(c) Custodian (Elementary School)

(i) Where an Elementary School is allocated one custodian, such custodian's normal work week shall consist of five (5) eight (8) hour days from Monday to Friday. The hours shall be worked between the hours of seven (7) am and five (5) pm, unless otherwise agreed to by the employee and his/her immediate supervisor, and shall include at least a one (1) hour split and no more than a two (2) hour split between the hours of 11:00 am and 1:30 pm. During this split shift, the custodian will be expected to have his/her unpaid lunch period.

(ii) In an Elementary School where there are two or more custodians, the normal work week shall consist of five (5) consecutive eight (8) hour shifts inclusive of a one half (1/2) hour paid meal break.

(iii) The shifts shall be:

Day: 6:00 am to 2:00 pm or 7:00 am – 3:00 pm

Afternoon: 2:00 pm to 10:00 pm or 3:00 pm – 11:00 pm

Unless otherwise agreed to by the employee and his/her immediate supervisor.

- (iv) During the period of the Christmas holidays, March Break, and summer vacation period, all employees shall be scheduled to work the day shift unless there is a mutual agreement between the employee and his/her 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.

Flexitime

- (a) Where appropriate, the Board will allow employees to exchange work time at straight time in order to accumulate time for the purposes of office/work place closure between Christmas and New Years.
- (b) Where appropriate, in addition to (a) above, Central and Regional Board Office Staff will be allowed to exchange work time at straight time in order to accumulate time for the purposes of the reduced summer work week.

15.03 Holiday or Day of Rest

- (a) Any work performed on a day of rest shall be paid at one and a half (1.5) times the normal rate of pay.
- (b) All work performed on a Sunday or on a Holiday listed in Article 26.02 shall be paid at two (2) times the normal rate of pay.

15.04 Call-In

An employee who is called in to work outside his or her normal working hours shall be paid a minimum of three (3) hours at overtime rates, and shall be paid from the time he or she leaves his or her home to report for duty, until the time he or she arrives home upon proceeding directly from work.

15.05 Time Off in Lieu of Overtime

There shall be no time off taken in lieu of overtime payment for employees, except where mutually agreed upon between the employee

and supervisor. Where possible, the time is to be taken when the employee does not need to be replaced. Overtime hours shall be banked at time and a half.

15.06 Distribution of Overtime

Overtime shall be distributed on an equitable basis by work location among employees who are willing and qualified to perform the available work.

15.07 No Reduction in Work Hours to Compensate for Overtime

An employee shall not be required to reduce his or her normal hours of work to compensate for overtime hours that he or she has worked.

15.08 Overtime - Educational Assistant

No educational assistant shall be required to work week-ends, attend school trips, or attend parent IPRC meetings held outside working hours.

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.

- (c) Upon request, special bereavement leave not covered under Article 18.01 (a) and (b), may be granted, on compassionate grounds, by the Superintendent of Human Resources.

18.02 Illness in Family

Where no one at home other than the employee can provide for the needs during illness of an immediate family member, an employee shall be entitled to use a maximum of five (5) accumulated sick leave days per year to care for the family member who is ill. These days will be deducted from the employee's sick leave bank and are not in addition to the annual entitlement.

However, the days so used shall be limited so that at least 1 2/3 days per month of accumulated sick leave days remain for the employee's own disability. This is only applicable if the accumulated days in the employee's sick leave bank falls below 125 days.

18.03 Leave without Pay

- (a) A leave of absence without pay may be granted to an employee for personal reasons. The employee shall forward his or her request in writing to the Superintendent of Human Resources at least one (1) month before the intended starting date. Such leave shall not be unreasonably denied.
- (b) For a leave of absence exceeding three (3) months, the employee shall advise the Board in writing, thirty (30) days before the expiration of such leave, of his or her intention to return to the employ of the Board.
- (c) An employee on a leave without pay may continue his or her benefits coverage during the leave period if prior to his or her departure he/she has issued post dated cheques for payment of 100% of the premium cost. This includes both the employee's and the Board's share of the applicable premiums. The actual coverage available to an employee during the leave period is subject to any limitations contained in the actual benefits package.
- (d) Unless the leave is for compassionate reasons, (i.e. serious illness in the family), an employee shall not accumulate seniority while on leave.

18.04 Jury or Court Witness Duty

The Employer shall grant a leave of absence with pay and without loss of seniority to an employee who serves as a juror or witness in any court,

except as a litigant, provided the employee presents proof of appearance and pays to the Board any jury pay received, excluding payment received for expenses.

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 Union 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.
 - (d) A permanent employee with the Board is eligible to participate in this plan.
 - (e) An employee must make a written application to the Superintendent of Human Resources no less than three (3) months prior to the beginning of participation in the plan requesting approval of the deferred salary leave.
 - (f) Written response from the Board will be forwarded to the employee. Participation in the plan will not be unreasonably withheld.
 - (g) An agreement to the terms and conditions of the plan shall be signed by the Board and the employee prior to the beginning of participation in the plan.
 - (h) An appropriate amount of the employee's salary will be held back in each year of the plan (ex.: 2 over 3 years = 33 1/3%, 3 over 4 years = 25%, 4 over 5 years = 20%). The percentage deferred in any taxation year shall not exceed 33 1/3. This money will be deposited in a Board-held deferred salary leave account and statements will be issued quarterly to the employee. Any interest earned must be paid out to the employee during the year in which it is earned. Interest will be calculated and will be paid to the employee at the same rate that the Board receives on its surplus funds.
 - (i) During the leave, the employee shall be paid the monies accumulated as of the commencement of the leave, in accordance with the payment of salaries to other employees. When an employee begins to draw upon the accumulated investment total, there will be no further accumulation of interest credited to the employee's account.
 - (j) During the leave, the Board shall deduct the amounts required for Income Tax, Employment Insurance, Canada Pension Plan, OMERS and the employee's share of any benefits according to the collective agreement.

- (k) The employee may not receive remuneration from the Board during the leave, other than the deferred salary.
- (l) An employee may not withdraw from the plan in circumstances other than financial or other hardship, such as loss of employment. When such a circumstance has been demonstrated to the Board, the accumulated funds shall be released to the employee within fourteen (14) days.
- (m) An employee may only make one request to postpone the original scheduled commencement of the leave. Such request may be granted at the discretion of the Superintendent of Human Resources. Interest will not accrue on the balance accumulated beyond the original scheduled commencement date of the leave.
- (n) In the case of a death of an employee who is a participant in the plan, the accumulated funds shall be paid to the employee's estate, providing the appropriate required consents or releases have been obtained. 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 of 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 President, while on leave, shall have all rights and privileges of the collective agreement as if he/she was at work.

ARTICLE 20 - DEFINITIONS

Definitions, for the purpose of application of this Article are those found in the *Employment Standards Act*, the *Ontario Human Rights Code* and the *Family Law Act*.

ARTICLE 21 – PREGNANCY LEAVE

21.01 Entitled to Leave without Pay

A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.

21.02 Beginning Pregnancy Leave

An employee may begin her pregnancy leave no earlier than the earlier of,
(a) the

day that is 17 weeks before her due date; and (b) the day on which she gives birth.

21.03 Exception

Article 21.02 (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.

21.04 Latest Day for Beginning Pregnancy Leave

An employee may begin her pregnancy leave no later than the earlier of, (a) her due date; and (b) the day on which she gives birth.

21.05 Birth

An employee wishing to take pregnancy leave shall give the Employer, (a) written notice at least two (2) weeks before the day the leave is to begin; and (b), if the Employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

21.06 Notice to Change Date

An employee who has given notice to begin pregnancy leave may begin 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 two (2) weeks before that 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 two (2) weeks before the day set out in the original notice.

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.

21.11 Employee Not Returning

An employee who takes pregnancy leave shall not terminate 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.

ARTICLE 22 – PARENTAL LEAVE

22.01 Entitled to Leave Without Pay

An employee who has been employed for at least thirteen (13) weeks and who

is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

22.02 When Leave May Begin

An employee may begin parental leave no later than fifty-two (52) weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

22.03 Restriction if Pregnancy Leave Taken

An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

22.04 Notice

Subject to Article 21.06, an employee wishing to take parental leave shall give the Employer written notice at least two (2) weeks before the day the leave is to begin.

22.05 Notice to Change Date

An employee who has given notice to begin parental leave may begin 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 two (2) weeks before that 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 two (2) weeks before the day set out in the original notice.

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.

ARTICLE 23 – GENERAL PROVISIONS CONCERNING LEAVES

23.01 Rights during Leave

During a Pregnancy or Parental Leave an employee continues to participate in each type of benefit plan described in Article 31 unless he or she elects in writing not to do so.

23.02 Employer Contributions

During an employee's leave under Article 31, the Employer shall continue to make the Employer's contributions for any plan described in Article 31 unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.

23.03 Leave and Vacation Conflict

An employee who is on Pregnancy or Parental Leave may defer taking vacation until the leave expires. The employee may elect to take his/her vacation at the end of the leave or defer the entitlement to a later date. In this event, the employee may carry over more than the maximum of five (5) days.

23.04 Length of Employment

The period of an employee's leave under this article shall be included in calculating any of the following for the purpose of determining his or her rights under the collective agreement:

1. The length of his or her employment, whether or not it is active employment.
2. The length of the employee's service whether or not that service is active.
3. The employee's seniority.
4. The period of an employee's leave shall not be included in determining whether he/she has completed a probationary period under article 12.04 of this collective agreement.

23.05 Reinstatement

Upon the conclusion of an employee's leave under this article, the Employer shall reinstate the employee to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not, unless the employment of the employee is ended solely for reasons unrelated to the leave.

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 Superintendent 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
- Day after New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Eve Day

Christmas Day
Boxing Day
Day before New Year's Day

26.03 Pro-Rated

All holiday entitlements shall be pro-rated to the normal hours worked as compared to full time employment, for those employees working less than the normal weekly or daily hours.

26.04 Holiday Falling on Weekends

When any of the above-mentioned holidays fall on a Saturday and/or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be a holiday for the purpose of this Agreement.

26.05 Holidays on Day Off

When any of the holidays identified in Article 26.02 fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

26.06 Holidays during Vacation

If a paid holiday falls or is observed during an employee's vacation period, he or she shall be granted an additional day's vacation for each holiday in addition to his or her regular vacation time.

ARTICLE 27 – VACATION

Employees shall receive an annual vacation with pay. The vacation year shall run from January 1st to December 31st of each year. Employees having completed one (1) year of service shall have their vacation entitlement awarded to them on January 1st of each year, as per Article 27.01. Vacation entitlement for an employee's first year and year of termination shall be pro-rated.

27.01 Vacation – Employees Working on a Full-Year Basis

Employees working on a full-year basis shall earn annual vacation as follows:

Less than 3 years:	ten (10) working days
3 years or more:	fifteen (15) working days
8 years or more:	twenty (20) working days
15 years or more:	twenty-five (25) working days
25 years or more:	thirty (30) working days

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 (2nd) 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 Superintendent 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.

27.08 Vacation Pay on Termination

An employee terminating his or her employment at any time in the vacation year shall be entitled to payment of salary or wages in lieu of any unused vacation days.

27.09 Vacation Schedules – Custodial and Maintenance Staff

- (i) Forms will be sent to all employees prior to April 1st of each year.
- (ii) Employees must complete these forms, specifying their choice of vacation dates and return the form to their immediate supervisor, prior to May 1st.
- (iii) The Employer will provide a response to the vacation request by June 1 of each year.
- (iv) Due to unforeseen circumstances, an employee may change his or her vacation period with the consent of his/her supervisor.
- (v) Vacation schedules shall not be changed without the mutual agreement of the employee.
- (vi) An employee shall give a minimum of five (5) working days' notice when requesting vacation leave.

27.10 Vacation Period

- (i) An employee shall be entitled to receive a minimum of two (2) weeks of his or her vacation in an unbroken period.
- (ii) Employees entitled to more than two (2) weeks of vacation may take such vacation in consecutive weeks providing it does not interfere with school and/or Board operations.

ARTICLE 28 – SICK LEAVE PROVISIONS

Sickness and indemnity means the period of time an employee is permitted to be absent from work with pay, by virtue of being sick or disabled, exposed to contagious disease in the workplace or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

In the case of exposure to a contagious disease in the workplace, or a danger to a woman or her child during pregnancy, said employee may be required to work in her classification and salary rate at an alternate work site. The alternate worksite shall be the closest location from the employee's current worksite up to a maximum of 60 kms. Where such cannot be arranged, the employee will be on sick leave with pay and no sick leave credits will be deducted for this purpose.

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.

28.05 Quarantine – Government Emergency Order

Where a medical office of health or a government agency issues an order to close a school, a board facility, or, board service, an affected employee may be required to work in his/her classification and salary rate at an alternate work site. This alternate worksite shall be the closest work site from the employee's residence up to a maximum of 60 km's from his/her worksite. Where such cannot be arranged, the employee will be on sick leave with pay and no sick leave credits will be deducted for this purpose.

ARTICLE 29 – HEALTH AND SAFETY

29.01 Agree to Comply

The parties agree to comply with the provisions of the *Occupational Health and Safety Act*.

29.02 Joint Health and Safety Committee

A joint Health and Safety Committee shall be established as follows:

- six (6) representatives of the Employer as selected by the Employer, of which, one (1) shall be a certified member
- six (6) representatives of the Union as selected by the Union, of which one (1) shall be a certified member

29.03 Committee Meetings

The committee shall meet quarterly and minutes of the meetings shall be kept and approved at the following meeting.

29.04 Inspections

Inspections of the physical condition of the workplace shall be conducted at least once per month.

29.05 Entitlement to Time From Work

A member of the committee is entitled to take such time from work as is necessary to carry out his or her duties and the time so spent shall be deemed to be work time.

29.06 WHMIS Training

The Employer shall ensure that all employees receive WHMIS training as required under the Act.

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 salary. For each day upon which this top-up is paid, an employee will have one quarter of a day deducted from his or her accumulative sick leave credits.

ARTICLE 31 – EMPLOYEE BENEFITS

31.01 O.M.E.R.S

- (a) Full-time employees must participate in the Board's approved pension plan (O.M.E.R.S.)
- (b) Part-time employees who meet the criteria specified by Ontario legislation for eligibility for pension plans shall be given the option of joining the O.M.E.R.S. plan. Eligible employees who decline to join the O.M.E.R.S. plan may only join at a later day subject to the applicable O.M.E.R.S. acts and regulations, and may not join retroactively.

31.02 Board Contributions to Benefit Plans

The Board shall pay eighty-five percent (85%) of any billed premiums in connection with eligible employees covered under the following plans:

Extended Health Care and Drug Plan:

The current Extended Health Care and Drug Plan or its equivalent as provided by the Board.

Effective January 1, 2002, the Vision Care Plan will increase to a maximum benefit of two hundred and fifty dollars (\$250.00) over a period of two (2) years.

Dental Plan:

The current Dental Plan or its equivalent as provided by the Board.

Group Life Insurance:

All eligible employees shall participate in the Group Life Insurance Plan, providing three (3) times annual salary total coverage.

31.03 Long-Term Disability

All eligible employees may participate in the Group Long-Term Disability Plan. At the time that existing plans are amalgamated into one, only employees who have not previously participated in a LTD plan will have a choice of participation. Any Canada Pension Plan disability benefits

received by an employee on behalf of a dependent shall not be integrated with the Group Long-Term Disability Plan.

31.04 Specifics of Plan

Specific details of the benefits to be provided, as referred to in Article 31.02, are contained in the booklet entitled "Group Benefit Plan – Catholic District School Board of Eastern 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 kilometre 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.

32.03 Retirement Gratuity/Severance Allowance

The retirement gratuity/severance allowance in existence for the custodial/maintenance employees of the predecessor Lanark, Leeds and Grenville County Roman Catholic Separate School Board (former local 3668(1)) and employees of Prescott-Russell County Roman Catholic English-

Language Separate School Board (former local 2121), and those employees of the predecessor Stormont, Dundas and Glengarry County Roman Catholic School Board (en bloc transfer) shall remain in effect pursuant to the predecessor agreements with those Boards, as appended to this agreement in Appendix “B”. Any employee hired after the date of ratification of this agreement is not eligible for the retirement gratuity.

32.04 Portable Allowance

A custodian shall receive an allowance of thirty-four cents (34¢) per hour, for his/her

assigned shift, for the maintenance of any portable classroom(s), provided such classroom(s) is/are used for teaching purposes and is/are not linked to the school by a corridor.

32.05 Training and Education Allowance

- (i) The Board shall assist employees who are directed or asked to attend training programmes at approved institutions outside their working hours where such training relates to jobs within the unit. Such assistance shall include reimbursement for tuition fees incurred by the employees.
- (ii) Where the training programme is conducted by the Board, time spent in such programmes shall be considered for the purposes of salary and benefits, to be time worked during normal working hours.
- (iii) Employees wishing to attend courses to upgrade themselves shall make application to the Board, through the Superintendent of Human Resources or his/her designate, and the Board will consider all applications.
- (iv) The Board will endeavour to do its utmost to provide an apprenticeship programme to employees who wish to upgrade themselves for future promotions.
- (v) When a vacancy occurs or when a new position is created in the Maintenance Department, except for the positions of electrician and boiler man, the Employer will provide the training required to become a licensed tradesperson, on the job, to employees who already possess the required academic qualifications and who wish to become licensed trades people.

32.06 Professional Development Fund

The parties agree that the funds currently held in the CUPE Professional Development Fund will be utilized in accordance with the recommendations of the majority of members from a Joint Professional Development Fund Committee made up of two (2) Union 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.

34.02 Pay on Temporary Transfer to Higher Rated Position

When an employee temporarily relieves in, or performs the principal duties of a higher paying position, he/she shall receive the rate of pay for the job.

34.03 Newly Hired Permanent Employees

A newly hired permanent employee shall commence at the start rate of the salary scale, Article 38, and progress to the next step of the wage grid on the anniversary date of their date of hire.

34.04 EIC Rebate

The Board shall distribute any EIC rebate to employees within two (2) weeks of receipt of same.

ARTICLE 35 – GENERAL CONDITIONS

35.01 Access to Facilities

All employees will be allowed equal access to existing lunch room and change room facilities in their place of work.

35.02 Bulletin Boards

The Board shall provide bulletin boards which shall be placed so that all employees will have access to them and on which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

35.03 Plural or Feminine Terms May Apply

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

35.04 Technological and Other Changes

In this article, “technological change” means any change in:

1. the introduction of equipment, material or processes different in nature, type or quantity from that previously utilized
2. in work methods, organization, operations or processes affecting one or more employees.

The Board will notify the Union at least three (3) months prior to the introduction of any changes which may affect a reduction in the work force of the bargaining unit.

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.

ARTICLE 36 – VOLUNTEERS

It is agreed that persons such as volunteers, students, co-op students, parents and others who provide assistance to the Board on a paid or unpaid basis shall be used only to enrich programs or provide other services and shall not be used if such use adversely affects the terms and conditions of employment of an employee, or is used in lieu of employing a permanent employee.

ARTICLE 37 – TERMS OF AGREEMENT

37.01 Effective Date

This Agreement shall become effective on September 1, 2007 and remain in effect until August 31, 2008.

37.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

37.03 Notice of Changes

Either party desiring to propose changes as amendments to this Agreement shall, between the period of ninety (90) to sixty (60) calendar days prior to the termination date, give notice in writing to the other party of the change(s) or amendment(s) proposed. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised Agreement. The parties shall exchange bargaining proposals on the first day of negotiations and determine a bargaining protocol.

37.04 No Strike or Lockout

There shall be no strike or lock out as defined under the *Ontario Labour Relations Act* during the term of this collective agreement.

37.05 Crossing of Picket Lines During Strike

In the event that any other employees of the Board engage in a legal strike or where employees in an industrial dispute engage in a strike and maintain picket lines, the employees covered by this agreement shall have the right to refuse to cross such picket lines, if to do so could reasonably be expected to result in bodily harm while crossing the picket line. Failure to cross such a picket line, for the above reason, by a member of the Union, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

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.

ARTICLE 38 – SALARY SCALE

Hourly Grid – September 2007 to August 2008

POSITION	START	YEAR 1	YEAR 2
Accounts Payable	19.60	20.42	21.27
Attendance Counsellor	20.72	21.59	22.50
Audio Visual Clerk	18.47	19.20	19.97
Board Office Custodian	17.48	18.22	18.97
Board Office Secretary	19.60	20.42	21.27
Communications Disorder Assistant	18.60	19.37	20.22
Computer Technician	21.28	22.18	23.08
Custodian in Charge	18.58	19.35	20.16
Delivery Driver	18.73	19.51	20.31
Educational Assistant	18.60	19.37	20.22
Elementary School Custodian	17.48	18.22	18.97
Elementary School Secretary	19.84	20.67	21.53
Facilities Technician	21.28	22.18	23.08
Finance Clerk	21.40	22.28	23.22
Library Technician	18.86	19.65	20.48
Maintenance	19.84	20.67	21.53
Maintenance Clerk	19.60	20.42	21.27
Payroll Clerk	21.40	22.28	23.22
Purchasing Clerk	21.40	22.28	23.22
Receptionist	18.73	19.51	20.31
Secondary School Custodian	17.48	18.22	18.97
Secondary School Secretary	19.84	20.67	21.53
Student Support Worker	24.42	25.44	26.51
Systems Analyst	25.79	26.86	27.99
Transportation Clerk	21.40	22.28	23.22

Note: Progression on the Grid
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.

Hourly Grid – August 31, 2008

POSITION	START	YEAR 1	YEAR 2
Accounts Payable	19.74	20.56	21.42
Attendance Counsellor	20.87	21.74	22.66
Audio Visual Clerk	18.60	19.33	20.11
Board Office Custodian	17.60	18.35	19.10
Board Office Secretary	19.74	20.56	21.42
Communications Disorder Assistant	18.73	19.51	20.36
Computer Technician	21.43	22.34	23.24
Custodian in Charge	18.71	19.49	20.30
Delivery Driver	18.86	19.65	20.45
Educational Assistant	18.73	19.51	20.36
Elementary School Custodian	17.60	18.35	19.10
Elementary School Secretary	19.98	20.81	21.68
Facilities Technician	21.43	22.34	23.24
Finance Clerk	21.55	22.44	23.38
Library Technician	18.99	19.79	20.62
Maintenance	19.98	20.81	21.68

Maintenance Clerk	19.74	20.56	21.42
Payroll Clerk	21.55	22.44	23.38
Purchasing Clerk	21.55	22.44	23.28
Receptionist	18.86	19.65	20.45
Secondary School Custodian	17.60	18.35	19.10
Secondary School Secretary	19.98	20.81	21.68
Student Support Worker	24.59	25.62	26.70
Systems Analyst	25.97	27.05	28.19
Transportation Clerk	21.55	22.44	23.38

Note: Progression on the Grid

- 1. 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.**

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.

LETTER OF UNDERSTANDING (2)

Joint Custodial and Maintenance Committee

The parties agree that the Joint Custodial and Maintenance Committee will continue to meet as required to review issues or concerns of the custodial and maintenance employees.

Composition of Committee:

The Committee shall be comprised of three (3) representatives of the Employer and three (3) representatives selected by the Union. Either party may have the assistance of a resource person.

Recommendation(s) of the Committee:

The Committee has no power to amend the collective agreement.

LETTER OF UNDERSTANDING (3)

Internal Equity – Implementation of a Job Evaluation Plan

In order to reconcile the Pay Equity Banding and internal equity (the relative worth of classifications to each other within the bargaining unit and the collective agreement), the parties agree to implement internal equity.

To this effect, in an effort to implement internal equity within the bargaining unit the parties undertake to form a joint committee to review this matter.

Composition of the committee:

The Job Evaluation Committee shall be comprised of three (3) representatives of the Employer and three (3) representatives selected by the Union. Either party may have the assistance of a resource person.

Timelines:

The committee shall be formed within sixty (60) calendar days of ratification of this collective agreement and shall begin meeting no later than October 1st, 2006.

Information:

The committee shall be provided with all required information to meet their mandate.

Mandate of the committee:

To review the hourly rate within each band, and make a single or multiple recommendation(s) in regards to harmonization of the salary schedule.

The guiding principles of the committee are:

- to maintain the same banding as that ordered by the Pay Equity Commission (attached) or as amended by the Pay Equity Tribunal, if applicable

- to ensure a relativity of hourly rate starting at lowest paid and up (band 1 to band 7)
- to identify the possible red circled classifications and affected employees
- to make recommendation(s) for implementation
- this committee has no authority to implement internal equity.

All recommendations for implementing Internal Equity must be presented to the Joint Bargaining Team at the next round of negotiations. The Joint Bargaining team has full responsibility for the final negotiations of Internal Equity and required amendments to the Collective Agreement.

In the event that costs related to a full implementation is minimal and where the parties agree, the Joint Bargaining Committee shall meet and negotiate a Memorandum of Agreement to amend the collective agreement. Such Memorandum of Agreement shall be subject to ratification by both parties.

LETTER OF INTENT (1)

Hours Worked –Casual Employees

For purposes of calculating hours worked under Article 11.05, on or before February 1, the Board will provide each casual/temporary employee and CUPE with a summary of the date and wage rate paid for all hours worked by the casual/temporary employee in the previous calendar year. Should no objection be raised by CUPE and/or the casual/temporary employee within thirty (30) days of the provision of the summary, the information concerning hours worked as stated in the list shall be deemed to be accurate and shall be used for the computation of the seniority credit upon acquiring permanent status.

LETTER OF INTENT (2)

Computer technicians – Use of Personal Vehicle

In consideration of the use of their own vehicles while performing their duties, Computer Technicians shall continue to be paid one hundred and fifty dollars (\$150.00) per month allowance, in addition to mileage allowance as specified in Article 32.02, until such time as the Board is able to provide Board-owned vehicles for their use.

LETTER OF INTENT (3)

Pay Equity Committee

A Pay Equity Committee comprised of three (3) representatives of the Employer and three (3) representatives of the Union shall meet no later than December 1st of each year to review the Pay Equity Plan and its' maintenance as required under the Act. Either party may have the assistance of resource person(s) as required.

APPENDIX "A"

BENEFIT PROVISIONS	COVERAGE
MEDICAL	
Deductible	Nil
Drug Coverage	Direct Drug Card
Hospital Room	Semi-Private Private - \$10.00 p/day 120 day maximum lifetime
Survivor Extension	24 months; premium waived
Vision	\$250 maximum over a 24 month period
DENTAL	

Fee Guide	Prior Year
Basic	Unlimited
Major Restorative	50% - \$2000/yr
Orthodontia	50% - \$1000/yr;\$3000/lifetime
Dentures	Major Restorative
Bridgework	Major Restorative
Restorations, Crowns, Inlays & Onlays	Major Restorative
Survivor Extension	24 months; premium waived
LIFE	
Schedule	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

APPENDIX

“B”

RETIREMENT GRATUITY/ SEVERANCE ALLOWANCE

For custodial/maintenance employees of the former Lanark, Leeds and Grenville County Roman Catholic Separate School Board (CUPE Local 3668-1):

“Any employee who has completed more than ten (10) years’ continuous service and who retires due to age or who is required to sever his/her employment due to ill health as certified by a qualified medical practitioner, is eligible for severance pay equal to 50% of the unused accumulated sick leave credits as of the date of his/her termination and at his/her prevailing rate of pay at that time. In the event of the death of an employee with over ten (10) years of service, the above shall apply.”

For employees of the former Prescott-Russell County Roman Catholic English Language Separate School Board (CUPE Local 2121):

Severance Allowance (for Board employees on August 31, 1987)

“On severance after one (1) year of service, an employee having sick leave to his/her credit shall receive a salary grant in lieu thereof, equal to a maximum of one-half (1/2) year of regular pay. In the event of death, all accrued sick leave to a maximum of one-half (1/2) year of regular pay shall be paid as a cash settlement to his/her estate or beneficiary. Regular pay means the rate of pay in effect before severance occurs.

On retirement, an employee having sick leave to his/her credit shall receive a salary grant equal to his/her accrued sick leave to a maximum of one-half (1/2) year of regular pay at the rate of pay effective immediately prior to retirement.”

Severance Allowance (for employees hired after August 31, 1987)

“On retirement, an employee having sick leave to his/her credit shall receive a salary grant equal to the following chart:

5-9 years	10% accumulated sick days
10-14 years	20% accumulated sick days
15-19 years	30% accumulated sick days
20-24 years	40% accumulated sick days
25+ years	50% accumulated sick days

to a maximum of one-half (1/2) year of regular pay at the rate of pay effective immediately prior to retirement.

In case of death, the retirement allowance shall be paid to his/her estate or the beneficiary.

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 1st 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 31st, 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.

8. An employee eligible under this Plan shall be entitled to have all of the unused portion of his or her monthly sick leave transferred to his or her cumulative sick leave credits but such cumulative sick leave credits shall not exceed two hundred and sixty (260) days.
9. No sick leave may be earned in any month in which the employee is absent from duty for more than five (5) days for any reason other than the following:
 - (a) annual vacation
 - (b) sick leave under the provision of this plan
 - (c) absence while in receipt of Workmen's Compensation for injury received while in the employ of the Board
 - (d) jury duty
10.
 - a) All absences caused by sickness of the employee up to and including three (3) days may be certified by the employee's supervisor.
 - b) After three (3) days' absence caused by sickness of the employee, no leave with pay shall be allowed unless a certificate of a duly qualified medical practitioner or dentist is furnished to the Chief Executive Officer of the Board certifying to the inability of the employee to attend to his or her duties.
 - c) Notwithstanding subsection (a) of this section, the Board may require an employee to submit the certificate required under subsection (b) for a period of absence of three (3) days or less.
11.
 - a) The rate of pay for absence under the provisions of this plan shall be the basic hourly rate for the job classification of the employee and shall not include premium, shift differential, overtime or any other special rate.
 - b) Paid holidays for which an employee would have received pay and which occur during the time an employee is absent on leave under the provisions of this plan shall not be charged against the employee's cumulative sick leave credits.
12. When an employee returns to employment with the Board after leave of absence without pay will loss of seniority or layoff with loss of seniority, he or she shall not be entitled to retain his or her cumulative sick leave credits existing at the commencement of the leave without pay or layoff.
13. An eligible employee retiring from employment with the Board by reason of health or age, or any reason approved by the Board, after

five (5) years or more of continuous service with the Board, shall be entitled to a retirement gratuity calculated in accordance with the following table:

Length of Service in Years	Percentage of Cumulative Sick Leave Credits times the Daily Rate of Pay
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.

Plan B: to participate in the Stormont, Dundas and Glengarry Roman Catholic Separate School Board plan as described in Articles 19 and 29 and in subsection (a) of Section 22.04, with the following additions:

- a) Cumulative sick leave credits will be frozen as at the date of the signing of the January 1, 1991 to December 31, 1993 Collective Agreement.
- b) Beginning January 1, 1991, any personal days taken will be deducted from the employee's cumulative sick leave credits referred to in (a) above.
- c) Time without pay will not be allowed. Days that would have been taken as time without pay will be deducted from the employee's cumulative sick leave credits referred to in (a) and (b) above.
- d) Employees who have fulfilled the requirements of the Long Term Disability Plan and are in receipt of Long Term Disability payments will have their cumulative sick leave credits deducted by thirty percent (30%) and receive from the Board this thirty percent (30%) in salary.

This formula will continue until the cumulative sick leave credits have expired. The employee will then continue to receive Long Term Disability payments according to the plan in effect.

Any cumulative sick leave credits remaining at the time of retirement will be paid out as a retirement gratuity as described in Plan A above.

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:

ANNUAL STAFFING PROTOCOL FOR SSWs continued...

- (e) Once the positions requested have become available and a transfer has been granted based on an employee's requested first choice (see above paragraph 3) the request cannot be withdrawn;
 - (f) Any remaining vacancies must be posted as per the collective agreement.
7. The Joint Committee referred to above is comprised of the Special Education Superintendent and/or Principal of Special Education, the Human Resources Superintendent and/or the Coordinator of Employee Services and two (2) representatives of the Union as selected by the Union.
 8. During the school year if a vacancy becomes available, the job will be posted and filled as per the collective agreement. If a layoff is declared during the school year, the collective agreement shall apply.
 9. An employee returning from a leave of absence will be assigned in his/her home school to his/her FTE entitlement.
 10. This Appendix forms part of the collective agreement and is grievable.

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;

ANNUAL STAFFING PROTOCOL FOR EAs continued...

- (c) Assignments that are vacant (as per 4 above) as a result of a transfer request or an approved leave of absence;
 - (d) EAs cannot displace someone where there is no vacancy resulting from paragraph 4 above;
 - (e) Once the positions requested have become available and a transfer has been granted based on an employee's requested first choice (see above paragraph 4) the request cannot be withdrawn;
 - (f) Any remaining vacancies must be posted as per the collective agreement.
8. The Joint Committee referred to above is comprised of the Special Education Superintendent and/or Principal of Special Education, the Human Resources Superintendent and/or the Coordinator of Employee Services and two (2) representatives of the Union as selected by the Union.
 9. During the school year if a vacancy becomes available, the job will be posted and filled as per the collective agreement. If a layoff is declared during the school year, the collective agreement shall apply.
 10. An employee returning from a leave of absence will be assigned in his/her home school to his/her FTE entitlement.
 11. This Appendix forms part of the collective agreement and is grievable.

**SIGNED in Kemptville, Ontario this _____ day of _____,
2008.**

FOR THE BOARD

FOR CUPE LOCAL 4154
