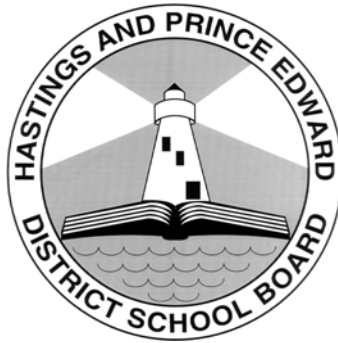


COLLECTIVE AGREEMENT

Between

**The Hastings and Prince Edward
District School Board**



And

**The Canadian Union of Public Employees
And Its Local 1022**



SEPTEMBER 1, 2008 to AUGUST 31, 2012

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ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees; to provide means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provisions.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The management of the Board's operations and the direction of its employees in all respects shall continue to be vested exclusively with the Board, subject only to the express terms of this Agreement.

ARTICLE 3 - RECOGNITION

3.01 The Board and the Union agree that the employees in the bargaining unit described in Article 3.02 will be divided into three (3) separate and distinct Jurisdictional Groups as follows:

- (a) Jurisdictional Group A shall mean all Custodial and Maintenance employees, Truck Drivers and Drivers of Board-owned buses;
- (b) Jurisdictional Group B shall mean all Office, Clerical and Technical employees, Library Technicians and Braillists;
- (c) Jurisdictional Group C shall mean all Educational Assistants, Interpreters and Intervenors.

3.02 The Board recognizes the Canadian Union of Public Employees as the sole exclusive bargaining agent for all custodial and maintenance employees, truck drivers, drivers of board-owned buses, office, clerical and technical employees, educational assistants, cafeteria employees, classroom assistants, daycare workers, library technicians, braillists employed by the Hastings and Prince Edward District School Board save and except supervisors, managers and co-ordinators, secretaries to senior administrative staff, attendance counsellor, liaison officer, senior buyer, transportation officer, administrative assistants, persons employed in the Human Resources and Payroll Departments, psychometrists and speech pathologists, and students employed during the school vacation period.

For the purposes of clarity, "Senior Administrative Staff" includes the Director of Education, Executive Assistant to the Director of Education, Superintendents, Controller of Facility Services, and Senior Information and Technology Officer.

3.03 Unless expressly stated to the contrary, each of the provisions of this Collective Agreement shall apply to each Jurisdictional Group described in Article 3.01.

- 3.04 (1) Casual employees are defined as:
- (a) employees hired for a specific term which is to cover the absence of a regular employee, or
 - (b) employees hired to provide temporary assistance above the normal complement or to work on special projects for periods not to exceed six (6) months, unless otherwise agreed by the Union.
- (2) Casual employees shall not be hired to circumvent job postings or the recall of a regular employee who is on lay-off nor will casual employees be hired while regular employees who have the ability to perform the available work are on lay-off.
- (3) None of the provisions of this Collective Agreement shall apply to the employment of casual employees with the exception of Article 3 (Recognition), Article 5 (No Discrimination), Article 6 (Check-off Union Dues), Article 13 (Grievance Procedure), Article 15 (Hours of Work), and Article 16 (Overtime and Call In Pay). It is agreed that the articles specifically referred to in 3.04 (3) are the only articles which may be the subject of a grievance by a casual employee.
- (4) Casual employees shall be paid the at the start rate of pay for the job to which they are assigned.
- (5) Casual employees shall be paid Public Holiday pay if they qualify for a Public Holiday pursuant to the provisions of The Employment Standards Act.
- (6) Casual employees who apply for positions in the bargaining unit will be treated as outside applicants for positions not filled by regular employees. The Board will consider the following four factors when considering applicants:
- (i) Aggregate service with the Board;
 - (ii) Qualifications;
 - (iii) Experience;
 - (iv) Principal or Supervisor recommendation.
- (7) Casual employees' probationary period, as defined in Article 8.03, shall commence on the day the casual employee commences employment in a permanent position. Upon successful completion of the probationary period, a casual employee shall be credited with the total number of days worked as a casual employee within the twenty-four (24) month period immediately preceding the appointment to the permanent position.
- (8) The Employer shall notify the Union without undue delay, in writing, of the names and locations worked of all casual employees who are assigned to one work location for an entire bi-weekly timesheet period.

- 3.04 (9) The Board will endeavor to limit the number of casual employees who work less than fifteen (15) hours per week by combining, whenever reasonably possible, positions in the same or different locations so that such positions will be fifteen (15) or more hours per week.

ARTICLE 4 - RELATIONSHIP

- 4.01 The Union will supply the Board with the names of employees who are stewards or other officers of the Union. Similarly, the Board will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to do business.
- 4.02 The relevant Superintendent of Human Resources and/or other persons designated by the Board shall meet with the Executive Union Committee, consisting of no more than seven (7) employees, with representation from each of the Jurisdictional Groups, the week following each monthly Union meeting if requested by either Party. The time and place will be mutually arranged. The Union and the Board will exchange agendas of matters for discussion at least three (3) days before each regular meeting of this Committee. This Committee will also meet at any other mutually agreeable time to discuss urgent matters.

The meeting shall be restricted to the Board and the Local Union. Such restriction can be lifted by mutual agreement of the Parties.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Board and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, re-call, discipline, discharge for any reason prohibited by the Ontario Human Rights Code, nor by reason of their membership or activity, or non-membership or non-activity in the Union. In addition, the Board and the Union specifically acknowledge their obligation to accommodate employees as required by the Human Rights Code of Ontario.
- 5.02 The Employer will not enter into private agreement with an employee in the bargaining unit, the terms of which are contrary to any terms of this Agreement, unless mutually agreed by the Union and the Board.

5.03 Harassment

The policies of the Board provide and maintain an environment in which all employees can work free from unsolicited and unwelcome harassment of a verbal, visual or physical nature. It is the intent of the Board to provide and maintain an environment which is supportive of both productivity and the personal goals, dignity and self-esteem of every individual within the System.

The Board and the Union agree that every employee has the right to freedom in the working environment from harassment by the Board, an agent of the Board or another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

Harassment is defined as any unwelcome action of a verbal, visual, or physical nature by any person, whether repeated or a single incident which humiliates, insults or degrades another person.

The Board's Policies describe processes which may be used as an alternative to the grievance procedure. The processes are preventative in intention and may stop at any of the steps provided that this is agreeable to the complainant and no other proceedings have been initiated in which case the process will be suspended.

Every attempt will be made to maintain complete confidentiality throughout the process.

The complainant and the alleged harasser are entitled to representation during any and all parts of the procedure. At no time should the complainant be required to confront the harasser.

ARTICLE 6 - UNION SECURITY & DUES CHECK-OFF

- 6.01 There shall be deducted each month from the pay of each employee, including casual employees, an amount equivalent to regular monthly Union dues.
- 6.02 Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer of the Local, or the National Secretary-Treasurer of CUPE as directed by the Local, not later than the 15th day of the month following, accompanied by a list of the names, addresses, phone numbers, hours worked, wage rate, wages, and classifications of all employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deducted from each employee. Both Parties will make every effort to move to an electronic process for both the receiving of information and processing of payment as soon as technology is available to do so.

6.03 The Union shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deduction and remittance of dues by the Board pursuant to this Article.

6.04 The Board agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect, and with the conditions of employment as set out in the Articles dealing with the Union security and dues check-off. And further, the Board will provide the new employees with a copy of the Union brochure and this Collective Agreement.

In order to facilitate a Union orientation process, the Board will copy the Union on employment correspondence to newly hired employees, without undue delay.

6.05 Lease-back Schools

The Board agrees that it will not enter into any lease agreement to construct a new school that would include, as part of the lease arrangement, the performance of services of the nature currently performed by employees in the classifications covered by this agreement in any of the Board's schools or buildings.

6.06 The Board agrees that no employee in the bargaining unit shall be laid off or have their regular hours of work reduced as a result of bargaining unit work being performed by persons whose regular job is not in the bargaining unit, as a result of contracting out, or as a result of the use of volunteers.

The regular hours of work for a position occupied by an employee referred to above shall be the hours in effect as at the ratification date of this Agreement. Regular hours for positions created during the term of this Agreement shall be those established on the posting.

6.07 In order to provide job security for the current members of the bargaining unit, the Employer agrees that all work or services which are currently performed by bargaining unit employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, privatized, in whole or in part to any other plant, person, company, or non-bargaining unit employee. The foregoing will not operate so as to prohibit the contracting out of work or services of the same type performed by the bargaining unit members, provided that such contracting out is in addition to the continued work of the bargaining unit members or is restricted to periods of peak demands.

The Employer agrees that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to an ongoing joint review to determine which work and services might be performed by members of the bargaining unit (contracting in).

- 6.08 Both Parties recognize the value and contributions of volunteers and co-op students and the desirability of their participation in appropriate activities.

Both Parties agree that co-op students may perform bargaining unit work when their assignment is in addition to the members of the bargaining unit from the classification to which the work normally belongs.

Both Parties agree that volunteers may be utilized in accordance with historical practices. Concerns relating to the use of volunteers will be promptly examined by the Parties whom shall attempt to resolve the issue by consensus prior to referral to the grievance procedure.

No other persons not in the bargaining unit shall work on any jobs in the bargaining unit except in cases agreed to by the Union.

The Board and the Union agree that the Board shall not enter into any formal or informal agreements with any level of government or agency thereof that provide additional human resources, without the consent of the Union, which will not be unreasonably withheld.

- 6.09 No bargaining unit work shall be done under the auspices of an “Ontario Works” (Workfare) or similar program without the written consent of the Union.

ARTICLE 7 - STRIKES AND LOCK-OUTS

- 7.01 There shall be no strike, stoppage of work, slowdown or other interference with work on the part of the employees, nor will there be any lock-out on the part of the Board during the term of this Agreement.
- 7.02 The term “strike” and the term “lock-out” shall be interpreted in accordance with the definitions set out in The Ontario Labour Relations Act.
- 7.03 No bargaining unit employee will be required to perform work normally done by another employee engaged in a legal strike.

ARTICLE 8 - SENIORITY

- 8.01 (a) Seniority shall be defined as the length of service with the Board computed from last date of permanent hire within their Jurisdictional Group. Seniority rights acquired under this Agreement shall only operate within the Jurisdictional Group in which an employee is employed by the Board.

- 8.01 (b) There shall be one (1) seniority list for each Jurisdictional Group setting out all employees with seniority in that Jurisdictional Group being calculated as follows:

Seniority shall accumulate on the basis of continuing employment in each calendar year or part thereof, so that each employee, regardless of assigned hours of work or months of work per year, shall receive one (1) year of seniority credits for each calendar year of service.

For the purpose of “continuing employment” the following periods are included:

- (1) when at work and on the payroll;
 - (2) when on Maternity/Parental/Adoption leave of absence;
 - (3) when in receipt of sick leave, with or without pay;
 - (4) when in receipt of W.S.I.B. or L.T.D. benefits;
 - (5) while on lay-off for a period of up to twenty-four (24) consecutive months;
 - (6) while on any authorized Union leave.
- (c) It is understood that seniority credits and service are separate and distinguishable.
- (d) When two (2) or more members of the Bargaining Unit have the same “last date of permanent hire”, the Board will forward the names and addresses of the employees and the positions awarded to the Union. The Union shall draw the names of the employees by lot at a regular or special meeting of the Union. The employee whose name is chosen earlier shall be deemed to have greater seniority. The Union will advise the Board of the outcome and the Board shall be entitled to rely upon the results as provided.

This method shall be used from the date of this Agreement forward.

This method shall also be used to determine the order of seniority for employees who do not appear on the most recent published seniority list as approved by the Union and who have last dates of permanent hire after September 1, 1998.

For the purposes of this Article the date to be used to determine the last date of permanent hire is the date the employee first reports for work.

8.02 Seniority lists for each Jurisdictional Group will be compiled in January of each year covering all employees coming within the scope of the Jurisdictional Group.

There will be two versions of the seniority list:

- (1) A copy for each Jurisdictional Group for posting at each school or work location containing the names of the employees and their rank in order of declining seniority, including where applicable the lot number.
- (2) A copy for each Jurisdictional Group for the Union containing names, seniority ranking, and where applicable the lot number, point band, position, location, hours/week, date of hire, seniority date and years of seniority.

A copy of the appropriate Jurisdictional Group seniority list will be supplied to anyone who is in a position of bumping another employee in the bargaining unit prior to make their decision.

8.03 A new employee will be on probation and will not acquire seniority until the employee has completed a normal probationary period of six (6) months of continuous employment. As related to the terms of this Agreement, an employee will then be considered permanent in the employee's Jurisdictional Group and seniority will date back to the date of permanent hire. During the probationary period, the employee will enjoy all the rights and privileges under this Collective Agreement except that the termination of a probationary employee shall be at the discretion of the Board.

8.04 Seniority previously accumulated shall be lost and an employee will be deemed to have been terminated if:

- (a) The employee quits or is discharged and such discharge is not reversed through the grievance procedure or arbitration;
- (b) The employee overstays a leave of absence except where it is beyond the control of the employee;
- (c) The employee is absent for reasons other than personal illness or reasons beyond the employee's control without the permission of the employee's Supervisor, or, in the Supervisor's absence, another authorized officer of the Board;
- (d) The employee fails to return to work within ten (10) working days, or fails to notify within seven (7) days of the employee's intent to return to work after receiving notice of recall, by registered mail, of recall from lay-off unless such return to work is prevented by certified personal illness;
- (e) If an employee accepts a severance package from the Employer.

8.05 All employees shall keep the Human Resources Department informed of their current address and phone number.

8.06 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority rights accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to their position in the bargaining unit during the employee's trial period, which shall be a maximum of six (6) months. It is agreed that the six (6) month trial period will be extended up to twelve (12) months in cases where the employee is replacing a non-bargaining unit member who is on maternity or parental leave. All other extensions are subject to mutual agreement of the Board and the Union.

If an employee returns to the bargaining unit, the employee shall be returned to the employee's former position at the employee's former seniority and rate of pay providing such return shall not result in the lay-off or bumping of an employee holding greater seniority. Other employees promoted or transferred shall be returned to their former position. An employee may return to a vacant position in the bargaining unit within two (2) years and will be credited with seniority accumulated up to the date of leaving the bargaining unit.

8.07 Except as provided by the provisions of this Agreement, employees shall not be permitted to transfer from one Jurisdictional Group to another Jurisdictional Group. If an employee is transferred to a position outside of the employee's Jurisdictional Group, the employee's seniority will be frozen from the date of transfer and their seniority in the new Jurisdictional Group will start from the date of transfer. This provision applies to seniority only and does not affect the service of an employee for rights and benefits acquired by service with the Board.

8.08 The Parties agree that there shall be a seniority list for each of the three (3) Jurisdictional Groups. The three (3) seniority lists shall remain in effect for the term of this Agreement and thereafter unless amended by agreement of the Parties.

ARTICLE 9 - JOB POSTINGS AND STAFF CHANGES

9.01 The Board will copy the Union on the correspondence to individual employees, without undue delay, that are the result of hirings, lay-offs, recalls, results of postings, transfers, rehiring and terminations.

- 9.02 When a new position is created, or when a vacancy occurs, such vacancy shall be posted on all bulletin boards and on the Board's internal website for a minimum of seven (7) working days so as to provide all employees with an opportunity to apply for such position.

Effective January 1, 2010 vacancies shall only be posted on the Board's internal website for a minimum of seven (7) working days so as to provide all employees with an opportunity to apply for such position.

When a new position is created inside the bargaining unit, the Employer will notify the Job Evaluation Committee of a meeting and copy the Union President by email with as much notice as possible (i.e., A new position is different than a new vacancy in an existing position.)

- 9.03 Notices of Vacancies shall contain the following information:

- (i) the nature of the position,
- (ii) qualifications,
- (iii) required knowledge and education,
- (iv) skills,
- (v) shift,
- (vi) hours per week, and schedule (to be determined),
- (vii) wage or salary rate or range,
- (viii) location,
- (ix) the anticipated effective date, subject to revision.

- 9.04 The senior applicant, regardless of their current position, in the Jurisdictional Group in which the vacancy arises who meets the requirements of the notice of vacancy shall be appointed to the job and assigned to the location specified.

No employee who is already in the position title and who has applied for the purpose of changing location, shift, or hours will be required to undergo further interviewing or testing but shall be deemed qualified.

The Board will not consider external applicants until all internal applicants have been considered.

- 9.05 The Board will advise unsuccessful applicants in writing of the name of the successful applicant and copy the Secretary of the Union. The Board will endeavour to provide such notification within five (5) working days of the successful applicant being chosen. The Board will also, upon request from the unsuccessful applicants, provide reasons for not being selected.

- 9.06 Employees who have been deemed qualified for a position, as per Article 9.04 are deemed qualified for all subsequent postings of the same position for six (6) months and will not be required to undergo further interviewing or testing during that time period. The Board will advise in writing and copy the Union.
- 9.07 Employees may register with the Human Resources Officer, Non-Teaching a letter requesting consideration for a position should it become available during any period of time during which the employee is on Board approved leave. Such letter shall be considered as an application within the employee's Jurisdictional Group in the event that a vacancy or posting occurs in the position.

The Board shall maintain an up-to-date list of all job postings pertaining to this Agreement on its employee accessible website.

During the months of July and August the Board shall maintain an up-to-date list of job postings pertaining to this Agreement on its toll free job posting information telephone line.

The Board shall advise all employees of the current number and website address and any changes thereof from time to time.

- 9.08 Employees who work in different Jurisdictional Groups may be subject to different full-time hour provisions. Employees may apply to increase their hours of work or to supplement their existing hours of work. No employee shall hold two or more regular positions which exceed the maximum number of full-time hours in the groups in which they work.
- 9.09 If there is a successful applicant, the applicant will be placed in the vacancy for a trial period not exceeding three (3) months and, if required, the applicant will be provided with training; such training shall include the opportunity to work with senior, qualified employees in the position. In order to provide such training, the Board may obtain casual assistance so as to maintain the efficiency of operations. There will be regular assessments during the trial period.
- 9.10 If the applicant proves satisfactory, the applicant will be confirmed in the new position at the end of the trial period, or other earlier time as is mutually agreed upon. If the applicant proves unsatisfactory during the trial period, or if following the trial period the applicant chooses not to remain in the new position the applicant will be returned to the applicant's former position at the applicant's former salary or rate of pay as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement.

If an applicant is returned to their former position, the Board will select the next most senior applicant from the original posting who meets the requirements of the posting, unless mutually approved by the Employer and the Union. Should the Board place any such employee in the vacancy, Article 9.08 shall apply. If no applicant exists, the position will be re-posted.

- 9.11 When the Board conducts interviews to determine whether an applicant has the required qualifications for a position, it shall ensure that (a) the interview shall be administered in accordance with objective standards; (b) the interview only addresses skills and subject matter which are clearly relevant to the position being sought.
- 9.12 During the trial period, the successful applicant shall not be permitted to apply to any other job postings. However, on the mutual consent of the Board and the Union (which consent shall not be unreasonably withheld), the successful applicant may apply to other job postings in the case of a bid for a higher paid job or a job which results in an increase in hours. Other exceptions may be granted by mutual consent of the Parties.
- 9.13 The trial period referred to in Article 9.08 shall not apply to lateral transfers within the same position title but the successful applicant shall not have the option of returning to their former position.
- 9.14 Job vacancies in Jurisdictional Group C will be filled in accordance with Appendix 'B' of this Agreement.
- 9.15 "A temporary vacancy, because of the absence of a regular employee for a period which is expected to exceed ten (10) weeks or when the vacancy has existed for ten (10) weeks, whichever occurs first, will be posted and filled immediately.

The successful applicant will be determined in accordance with Article 9.04.

The vacancy may be filled for the interim period required to complete the posting, or for the duration of the vacancy in the event that there are no internal successful applicants, by an employee in accordance firstly with Article 10.03 and if necessary by a Casual employee in accordance with Article 3.04 (1) (a).

ARTICLE 10 - LAY-OFFS AND RECALLS

- 10.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

A staff reduction in a school or workplace shall also constitute a lay-off for the purpose of bumping rights.

- 10.02 The Board shall notify employees, who are laid off, six (6) weeks before the lay-off is to be effective. If the employee laid off has not had the full opportunity to work six (6) weeks after notice of lay-off, the employee shall be paid in lieu of work for that part of the six (6) weeks during which work was not made available.

Employees whose positions are declared redundant as a result of a cutback or school closure shall receive a minimum of three (3) months' notice of lay-off.

- 10.03 No new employee will be hired until those laid off have been given an opportunity of re-employment.

The Board agrees that there will be no non-bargaining unit employees of the Board doing bargaining unit work that would prevent the recall of an employee on lay-off.

Employees with recall rights are entitled to apply for temporary vacancies posted in accordance with Article 9.15 and to be considered on the same basis as employees in positions.

Employees with recall rights, including employees whose regular hours have been reduced, will have the first opportunity to be offered, in order of seniority within their Jurisdictional Group, casual hours which become available other than those offered pursuant to Article 9.15. Employees will be paid at the rate of pay they were receiving immediately prior to lay-off.

Employees working less than full-time hours, who do not have recall rights, will have the next opportunity to be offered, in order of seniority within their Jurisdictional Group, casual hours which become available in his/her school other than those offered pursuant to Article 9.15.

Employees will be paid at the rate of pay applicable to their regular position.

Casual employees will have the last opportunity to be offered casual hours which become available.

- 10.04 Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided they have the qualifications or the equivalent thereof to do the work.

Recognizing the principles of the above, the Parties agree that an employee about to be laid off may displace (bump) any employee with less seniority in the same or lower point range, provided the employee exercising his/her right has the qualifications or equivalent thereof to perform the work of the employee he/she is displacing. Any employee who is displaced by a senior employee shall also have the same privilege of displacing and bumping until the most junior employee has no one to displace or bump, then that employee shall be laid off.

The first employee receiving notice of lay-off must indicate in writing, within one (1) week of receiving written notification that his/her position has been declared surplus, that he/she wishes to displace (bump) or accept the lay-off. If written notification is not received in the time periods referred to above, he/she shall be deemed to have opted to be laid off.

10.04 (continued)

The first employee receiving notice, if they choose to bump, shall notify the Employer immediately after the one (1) week referred to above as to a less senior employee he/she wishes to bump unless agreement is reached between the Parties to extend the time lines.

The employee affected by the bumping procedure shall continue to have two (2) working days to make their decision until there is no one left to bump.

For the purpose of clarity, classifications referred to above shall be deemed to mean all jobs contained in the job groupings under the Job Evaluation Plan. No classification will be divided between two job groupings.

An employee, who bumps into another position to avoid lay-off, shall be recalled to the employee's former position if it becomes available within the following two (2) years.

For the purpose of clarity, positions referred to above shall be deemed to mean a specific job within a classification.

An employee, who bumps another and who proves incapable of performing the displaced employee's work shall have their circumstances referred to the Redeployment Committee. In the event that the committee is unable to identify an alternative that is consistent with the balance of this Collective Agreement the employee shall revert to layoff status with recall rights.

10.05 The right of displacement as set out herein shall be restricted to the Jurisdictional Group in which the lay-off occurs subject to Article 8.08.

10.06 Any employee who is laid off shall have the right to be recalled into any Jurisdictional Group for which they have the ability to perform the work should an opening become available. If an opening occurs in the employee's own Jurisdictional Group, such employee shall have the right to be recalled to that employee's own Jurisdictional Group.

10.07 Laid off employees will be retained on their seniority list for a period of twenty-four (24) months. While employees retain seniority rights they will be subject to recall, provided that an employee shall have the right to refuse recall and still retain recall rights.

10.08 Laid off employees will have the right to access casual work provided they are available for a minimum of two and one-half (2 ½) hour shift. It is understood that shifts will not be subdivided. The Employer shall maintain a list and call in laid off employees for work in order of their seniority provided they are qualified and able. A copy of the list will be forwarded to the Union.

10.09 Laid off employees shall have the option of continuing participation within the group benefit plan with the employee paying 100% of the premium costs. The employee will be provided with this opportunity for a time period equivalent to the amount of seniority accumulated within the bargaining unit to a maximum of two (2) years.

10.10 Redeployment Committee

The Parties agree that a Redeployment Committee will be established with joint and equal representation from the Board and the Union upon request of either Party.

The mandate of the committee will be to review and recommend alternatives to any proposed cutbacks in staffing.

The committee will determine its own terms of reference.

ARTICLE 11 - INFORMATION TO THE UNION

11.01 The Board will make available to the Union information required by the Union such as job classifications, wage rates, and benefit plans, within ten (10) working days of any change.

11.02 The Board will inform the Union on a monthly basis of absences of more than two (2) consecutive weeks in length, without undue delay in writing to the President and Recording Secretary.

ARTICLE 12 - STEWARD REPRESENTATION

12.01 (a) The Board acknowledges the right of the Union to elect, appoint or otherwise select Union stewards and other Union representatives (the Local Executive Board). The Union will inform the Board of the names of the Union stewards and other Union representatives as they may change from time to time. The Union acknowledges that consideration will be given to balance between Jurisdictional groups and geographical representation and that the total number of stewards will not exceed fifteen (15).

(b) The Board agrees to recognize and deal with the above Officers of the Union with respect to any matter which properly arises from time to time during the term of this Agreement, including the processing of grievances. The Board shall not be obligated to recognize such stewards unless notified in writing of such appointment by the Union.

- 12.02 The Union acknowledges that stewards and the Chief Steward must continue to perform their regular duties on behalf of the Board, and that such persons shall not leave their duties without first obtaining permission to do so from their Supervisor or other designated officer of the Board, and on completion of such duties, they shall report back to the Supervisor or designated officer and give any reasonable explanation as may be requested with respect to their absence. It is understood such permission shall not be unreasonably withheld. It is further understood that the Board will pay such stewards and the Chief Steward at their basic rate of pay and benefits for regularly scheduled time lost while attending meetings on premises with the Board to process grievances.

It is understood that any meetings between an official or officials of the Union and a representative or representatives of the Board that take place in connection with the administration of this Agreement will result in continuance of regular pay and benefits to the employee for regularly scheduled time on the basis provided for above, without recovery of costs from the Local.

The Board will continue to pay Union officials their regular wages and benefits while on any leave requested by the Union for the purposes of attending to Local Union business or conferences. The Board will invoice the Local which shall in turn reimburse the Board for said costs.

- 12.03 The Union shall have the right at any time to have the assistance of a National Representative when dealing with the Board, and the Board similarly shall have the right to be represented by Counsel.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.01 A grievance shall be defined as a violation, or alleged violation, or question or interpretation, of this Collective Agreement.
- 13.02 An employee having a grievance as defined above shall discuss the matter with the employee's immediate supervisor within fifteen (15) working days of the time the employee was made aware of any alleged infraction or omission.
- 13.03 If the employee and the employee's immediate Supervisor are unable to settle the grievance, such employee will, within four (4) working days, submit such grievance in writing, sign it, and with the employee's steward will refer the matter to the Human Resources Officer- Non-Teaching Staff or a designate, in an effort to settle the dispute. After due consideration, the Human Resources Officer – Non-Teaching Staff shall, within four (4) working days, give a written reply.
- 13.04 If the reply of the Human Resources Officer – Non-Teaching Staff is not satisfactory to the employee, a grievance arising out of Jurisdictional Groups A, B or C may be referred to the Superintendent of Human Resources within five (5) working days of receiving the reply from the Human Resources Officer- Non-Teaching Staff.

- 13.05 Within five (5) working days after the grievance has been referred, the Superintendent of Human Resources or a designate, will meet with the Grievance Committee of the Union. The Grievance Committee shall be composed of the Chief Steward together with the Head Steward of the Jurisdictional Group in which the grievor works, and the Area Steward. The Local Union President, a National Representative and the grievor will be present at this meeting if their presence is requested by either Party. The Superintendent of Human Resources or a designate will give a written reply to the grievance within five (5) working days after these discussions have been concluded.
- 13.06 (a) If the reply of the Superintendent of Human Resources is not satisfactory to the employee concerned, the Union, or the Board, may, within sixty (60) calendar days, refer the grievance to a sole Arbitrator.
- (b) The sole Arbitrator shall be selected by mutual agreement.
- 13.07 The Arbitrator shall not have any right to alter, amend or modify any terms of this Agreement, nor to make any decision inconsistent with the provisions thereof.
- 13.08 The Employer and the Union will each be responsible to pay one-half (½) of the fees and expenses of the sole Arbitrator.
- 13.09 In computing the time allowances set out in the grievance procedure, weekends and holidays will not be taken into consideration. Further, any of the said time allowances may be extended by mutual agreement and also by mutual agreement, any steps of the grievance procedure may be by-passed.
- 13.10 Grievances which are not processed according to the foregoing procedures and the time limits set forth shall be deemed to have been dropped by the Party instituting the grievance.
- 13.11 A grievance arising directly between the Employer and the Union, concerning the interpretation, application or alleged violation of this Agreement, shall be originated at Article 13.03. It is expressly understood that the provisions of this Article may not be used by the Union to institute any individual grievance directly affecting an employee which such employee could institute thereby by-passing the regular grievance procedure.

Any grievance by the Union as provided for in this paragraph shall be commenced within seven (7) working days of the circumstances giving rise to the grievance. The grievance must be signed by the President of the Union or designate.

ARTICLE 14 - DISCIPLINARY ACTION

14.01 An employee who has completed the probationary period may only be disciplined for just cause, and shall be dealt with as follows:

- (a) such employee shall be given the reason for disciplinary action in the presence of a steward unless the employee advises the steward that representation is declined and signs an appropriate waiver for the Union;
- (b) such employee and the Union shall be advised promptly, in writing, by the Board of the reason for such disciplinary action;
- (c) such employee may file a grievance with respect to such disciplinary action within five (5) working days of action being taken, which grievance shall commence at Step 2 of the grievance procedure provided in Article 13;
- (d) such grievance may be settled by confirming the Board's action, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the Board and the Union, or if necessary, the sole Arbitrator.

14.02 An employee's disciplinary record shall be purged and shall not be relied upon by the Board for any reason whatsoever if the employee maintains a discipline free record for a period of eighteen (18) months or at an earlier date where mutually agreed to by the Board and the Union.

14.02 An employee's disciplinary record shall be purged and shall not be relied upon by the Board for any reason whatsoever if the employee maintains a discipline free record for a period of eighteen (18) months or at an earlier date where mutually agreed to by the Board and the Union.

ARTICLE 15 - HOURS OF WORK

15.01 The Board does not guarantee to provide work for the normal daily or weekly hours.

15.02 A - Jurisdictional Group A (Custodial and Maintenance)

- (1) The normal work week for employees in Jurisdictional Group A will be a maximum of forty (40) hours scheduled Monday through Friday, and the normal work day for employees will be a maximum of eight (8) hours.

15.02 A (2) Summer Hours

- (a) For the term of this Collective Agreement and provided that School Board properties and programmes are covered as required, during the summer months commencing immediately following the last working day in June, up to and including the last working day of the second last week preceding Labour Day.
- (b) The normal work day for employees will be nine (9) hours per day Monday through Thursday exclusive of a half ($\frac{1}{2}$) hour unpaid lunch or, provided that the Board can maintain staffing coverage as required, a one (1) hour unpaid lunch. The normal hours will be scheduled from 7:30 a.m. to 5:00 p.m. except where adjusted to accommodate a one (1) hour unpaid lunch.
- (c) During the week in which a statutory holiday falls the normal hours of work shall be seven and one-half ($7\frac{1}{2}$) hours per day. This shall also apply to the weeks in which an employee accesses a regular paid vacation day. Employees are not eligible to combine Article 15.02 A (2) (b) in conjunction with a paid vacation day.
- (d) Recognizing the need to maintain coverage for certain School Board properties and programmes, employees may be assigned to work outside their normal work areas to facilitate the scheduling of summer hours. Actual days of work shall be mutually agreed between the employees and their Supervisor, but the Employer retains the right to designate either Monday or Friday as the day off in exceptional circumstances.
- (e) Immediately after the finalization of the summer vacation schedule, the Employer will meet with two (2) representatives of the Union to establish a summer work schedule which will provide all employees, if possible, with summer hours, it being the intent of the Employer and the Union to not deny any employee summer hours unless it is not possible to do so. Such meeting will occur without undue delay and no less than one (1) week before the beginning of the Summer schedule. The Union will inform the Board of the names of the two (2) Union representatives who will attend the meeting.

- 15.02 A (3) (a) Where employees are required to check on boiler or heating equipment on Saturdays, Sundays or paid holidays, or to carry out security checks, such employees shall be paid in addition to normal salary a total of:

Effective September 1, 2008 - \$20.60

Effective September 1, 2009 - \$21.22

Effective September 1, 2010 - \$21.85

Effective September 1, 2011 - \$22.51

or at the employee's option one and one half (1½) hours of lieu time, for each day of checking and such to constitute full payment. Provided the equipment is properly serviced, the actual time required shall be at the discretion of the employee.

- (b) When more than one (1) employee carries out such duties at one (1) school, the above amount shall be divided in proportion to the number of days that checks are required.

If as the result of a security or boiler heating check the employee discovers an emergency condition and time exceeds one (1) hour, the employee shall be paid at the overtime rate for all authorized time worked with one-quarter (1/4) hour to be the minimum part hour credit paid.

- (4) Except in situations comparable to those now existing where split shifts are required, no employee shall be required to work a shift which encompasses more than a nine (9) consecutive hour span in any twenty-four (24) hour period.
- (5) The Board will post notices setting out the shifts to be worked. Employees will be notified at least forty-eight (48) hours in advance of any general change in their work schedule of days or hours to be worked. This provision does not apply to relief custodians.
- (6) Where it is possible to give preference in the allocation of shifts, seniority shall establish the rotating shift preference subject only to ability to perform the work.

15.02 A (7) Afternoon shifts shall normally be scheduled to begin no earlier than twelve noon and to end no later than 12:00 midnight.

Night shifts shall normally be scheduled to begin no earlier than 11:00 p.m. and to end no later than 8:00 a.m.

Such afternoon and night shifts shall comprise of eight (8) consecutive hour period which shall include a one-half (1/2) hour paid lunch period and the employee shall remain on the premises.

Employees working the afternoon or night shift will be paid a shift premium of:

- Effective September 1, 2008 - \$0.41
- Effective September 1, 2009 - \$0.42
- Effective September 1, 2010 - \$0.43
- Effective September 1, 2011 - \$0.44

(8) Employees will receive fifteen (15) minute paid break(s) as follows:

DURATION OF SHIFT	DURATION OF BREAK
Six (6) hours or more	Two (2) fifteen (15) minute breaks
Less than six (6) hours, but more than two (2) hours	One (1) fifteen (15) minute break
Two (2) hours or less	No breaks, No lunch

15.02 B - **Jurisdictional Group B (Office, Clerical and Technical, Library Technicians and Braillists)**

- (1) The normal work week for employees in Jurisdictional Group B will be a maximum of thirty-five (35) hours per week scheduled Monday through Friday, and the normal work day for employees will be a maximum of seven (7) hours per day – with the exception of staff in Information Technology Services, the Outdoor Educational Liaison, Buyer and PD Library Resource, which will be a maximum of forty (40) hours per week scheduled Monday through Friday.
- (2) The regular schedule for all employees will be between the hours of 7:30 a.m. and 5:00 p.m. with a one (1) hour unpaid lunch period unless otherwise approved by the supervisor.

15.02 B (3) Summer Hours

- (a) During the summer months commencing immediately following the last working day of June, up to and including the last working day of the second last week preceding Labour Day, the hours of work shall be between the hours of 8:00 a.m. and 4:30 p.m., except where adjusted to accommodate lunch periods, with a one-half (1/2) hour unpaid lunch period or provided the Board can maintain staffing coverage a (1) one hour unpaid lunch, scheduled Monday through Thursday.
- (b) During the week in which a statutory holiday falls the normal hours of work shall be six and one-half (6 1/2) hours per day exclusive of a one (1) hour unpaid lunch period. This shall also apply to the weeks in which an employee accesses a regular paid vacation day. Employees are not eligible to combine Article 15.02 B (3) (a) in conjunction with a paid vacation day.
- (4) All office and clerical employees employed in or on behalf of Elementary Schools are ten (10) month employees.
- (5) Elementary School secretaries will commence work one (1) week before school opening. In addition, Elementary School secretaries will work up to five (5) additional days following the last school day in June where required and approved by the Supervisor.
- (6) Summer hours for exceptions identified in 15.02 B (1) shall be those defined in Article 15.02 A (2).
- (7) Employees will, in addition to a lunch break (except where not applicable as per the table below), receive fifteen (15) minute paid break(s) as follows:

DURATION OF SHIFT	DURATION OF BREAK
Five (5) hours or more	Two (2) fifteen (15) minute breaks
Less than five (5) hours, but more than two (2) hours	One (1) fifteen (15) minute break
Two (2) hours or less	No breaks, No lunch

- 15.02 B (8) Shift premiums for employees in Jurisdictional Group B where required by the Supervisor and who agree to work the afternoon or night shift shall receive a shift premium of:

Effective January 1, 2008 - \$0.41
 Effective January 1, 2009 - \$0.42
 Effective January 1, 2010 - \$0.43
 Effective January 1, 2011 - \$0.44

15.02 C - **Jurisdictional Group C (Educational Assistants)**

- (1) The normal work week for employees in Jurisdictional Group C will be a maximum of seven (7) hours per day and a maximum of thirty-five (35) hours per week.
- (2) Employees' hours of work will be scheduled between the hours of 7:30 a.m. and 5:00 p.m. with no less than a thirty (30) minute uninterrupted, unpaid lunch period unless otherwise approved by the Supervisor.
- (3) Notwithstanding Article 15:02C (2) above, Educational Assistants who are required to remain on site in order to respond to emergencies shall have included in their normal hours of work a paid thirty (30) minute lunch period.
- (4) Lunch periods will be scheduled as one continuous period.
- (5) All employees in Jurisdictional Group C are ten (10) month employees.
- (6) Employees will, in addition to a lunch break (except where not applicable as per the table below), receive fifteen (15) minute paid break(s) as follows:

DURATION OF SHIFT	DURATION OF BREAK
Five (5) hours or more	Two (2) fifteen (15) minute breaks
Less than five (5) hours, but more than two (2) hours	One (1) fifteen (15) minute break
Two (2) hours or less	No breaks, No lunch

All Jurisdictional Groups

- 15.03 No employee will engage in other remunerative work which conflicts with the employee's availability or general efficiency for work.
- 15.04 An employee reporting for normally scheduled work, and who has not previously been notified not to report, shall be given a minimum of four (4) hours work or four (4) hours pay.
- 15.05 In lieu of receiving a cash premium payment for overtime worked, an employee may elect to take compensating time off, calculated on the basis of the overtime rate for all hours of overtime worked. However, no employee may accumulate more than twice the employee's normal hours of work per week compensating time off, and it shall be scheduled at a time mutually agreed by the Supervisor and the employee.

ARTICLE 16 - OVERTIME AND CALL-IN PAY

- 16.01 (a) Except in emergencies, overtime following on from a normal shift shall be performed by the employee doing the work during the shift.
- (b) Overtime requiring a second shift shall be performed by employees who normally perform the type of work involved within the same school
- Within the confines of the above, overtime shall be distributed as equitably as possible.
- 16.02 Time and one-half (1½) an employee's regular straight time rate of pay shall be paid for all authorized work performed in excess of the full-time daily hours of work for the employee's Jurisdictional Group; and time and one-half (1½) the employee's straight time rate of pay shall be paid for all authorized work performed in excess of the full-time weekly hours of work of the employee's Jurisdictional Group provided there shall be no duplication of payment in calculation in the application of this clause.
- 16.03 An employee who is called back to work in order to meet emergency conditions after having completed the employee's normal hours of work will receive the greater of the following:
- (a) three (3) hours pay at overtime rates;
- (b) the overtime rate for all authorized time worked as the result of the call with one-quarter (¼) hour to be the minimum part hour credit paid;
- (c) first opportunity for call-in shall be Lead Hands in Elementary Schools and Maintenance employees in Secondary Schools unless other arrangements can be mutually agreed between the Union and the Board.

- 16.04 An employee who is called in to work prior to the employee's normal shift of work will receive overtime for work performed up to the start of the employee's regular shift.
- 16.05 Time and one-half (1 ½) the employee's straight time rate of pay shall be paid for all authorized or scheduled work performed on a Saturday.
- 16.06 Double the employee's straight time rate of pay shall be paid for all authorized work or scheduled work performed on a Sunday.
- 16.07 It is understood that premium payments for work performed on a Saturday or a Sunday have no application for employees performing work pursuant to Article 15.02 A (3) (a) and 15.02 A (3) (b).
- 16.08 Any employee required to work on a day observed by the Board as a paid holiday shall be paid at the rate of double (2x) the employee's regular straight time rate of pay in addition to regular holiday pay.
- 16.09 No employee shall be required to take time off during regular working hours to compensate for overtime, however time off for this purpose is permitted when mutually agreed between an employee and his/her supervisor.

ARTICLE 17 - PAID HOLIDAYS

- 17.01 The recognized public holidays are as follows:

New Year's Day; Family Day, Good Friday; Victoria Day; Canada Day; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day.

Any public holiday proclaimed by the Federal or Provincial Governments or the Board will be passed on to bargaining unit employees.

- 17.02 In addition, all employees shall receive Easter Monday, and the Civic Holiday which shall be taken when they occur, and three (3) further paid holidays to be taken during the Christmas Break. The holidays during the Christmas vacation period will be scheduled as per Schedule "B".
- 17.03 In order to qualify for paid holidays under Article 17.02, an employee must have completed three (3) months of service, the holiday must continue to be a legal school holiday, and employees must work their last scheduled day immediately preceding and their first scheduled day immediately following the paid holiday or has been absent due to vacation or legitimate illness.
- 17.04 Payment for each public holiday and paid holiday shall be at the employee's regular rate of pay.

17.05 Employees who do not work during the summer recess do not qualify for payment for the Civic Holiday.

17.06 In the event any of the above holidays falls when school is in session, another day off will be mutually arranged between the Union and the Board.

ARTICLE 18 - VACATIONS WITH PAY

18.01 Employees shall receive an annual vacation with pay according to the following schedule. In calculating the number of years of service for the purpose of vacation entitlement, the number of continuous years of service since last date of hire with the current and predecessor Boards shall be credited regardless of whether said service was within a classification in the C.U.P.E. bargaining unit or not. The vacation year shall be calculated as of December 31st of each year. Accordingly, where an employee has taken vacation, and then separates employment prior to December 31st, the Board shall be entitled to be reimbursed for any vacation monies already paid in excess of what was earned to date of separation:

Up to one (1) year of service	According to the <i>Employment Standards Act</i>
One (1) year but less than three (3) years of service	Two (2) weeks vacation with pay
Three (3) years but less than eight (8) years of service	Three (3) weeks vacation with pay
Eight (8) years but less than sixteen (16) years of service	Four (4) weeks vacation with pay
Sixteen (16) years but less than twenty-five (25) years of service	Five (5) weeks vacation with pay
Twenty-five (25) years of service or more	Six (6) weeks vacation with pay

18.02 Vacation entitlement of employees who work less than the normal hours of work per week or per day for that employee's Jurisdictional group shall be based on the employee's actual hours of work per day per week.

18.03 Vacations with pay shall be taken by employees during the current calendar year. Unused vacation of up to two (2) weeks may be accumulated and carried over into the following vacation year upon mutual consent of the employee and the supervisor.

18.04 Vacation entitlement will be based on the number of calendar years of service from last date of hire.

- 18.05 In case of conflict, priority will be given to the most senior employee when determining the vacation schedule.
- 18.06 Unless otherwise entitled, vacation with pay for employees who do not work for more than seventy five percent (75%) of their normal yearly hours will be two (2%) percent of wages paid during the vacation year for each week of vacation entitlement. Annual vacation pay = 2% x weeks of entitlement x wages paid during the vacation year.
- 18.07 If a paid holiday occurs during an employee's vacation, a day in lieu of the paid holiday will be given at a time mutually agreed to by the employee and the employee's Supervisor.
- 18.08 Employees, who are hospitalized prior to the commencement of their vacation, shall have the option of deferring their vacation to another time. Employees who are hospitalized during vacation shall have the option of deferring the time hospitalized during vacation.
- 18.09 Vacation taken by an employee during July and August is assumed to be deducted from vacation earned up to December 31st of that year.
- 18.10 The calculation of vacation pay shall be at the rate effective immediately prior to the vacation period for a normal work week or work weeks whichever is applicable.
- 18.11 Groups A and B:
- (a) Twelve (12) month employees should take their vacation entitlement during school vacation periods. Notwithstanding this requirement, twelve (12) month employees may take their vacation entitlement in each calendar year at times other than school vacation periods as provided for in the Letter of Agreement regarding casual relief and vacation.
 - (b) Employees must submit their request for preference of vacation dates during July and August by May 1st. Seniority shall not apply when an employee fails to make their selection by May 1.
 - (c) All other vacation requests must be submitted not less than fifteen (15) working days in advance of the date that the vacation request is to commence.
 - (d) Approved vacation and banked overtime entitlement will not be cancelled in order to accommodate a senior employee's request to use banked overtime hours.
 - (e) Employees who request to change their vacation dates for any reason must do so in writing to their Supervisor.

Group A: - Maintenance Employees with District-Wide Responsibilities

- 18.11 (f) Notwithstanding (a) above, maintenance employees who are entitled to two (2) weeks or more of vacation will be entitled to take at maximum, two (2) consecutive weeks during the period of July 1st to August 31st on a seniority basis within their trade group.

Any remaining vacation entitlement may be taken other than July or August after all employees within the trade group have exercised their entitlement for their first two (2) weeks on the basis of seniority within their trade group.

An extension of the two (2) week vacation period during July or August may be granted by permission of the Supervisor.

Group A: - Custodial/Maintenance Employees Employed in Schools and Couriers

- (g) Notwithstanding item (b) above, Custodial/Maintenance employees employed in schools and couriers must submit their requests for preference of vacation dates by May 1 for the twelve (12) month period beginning July 1 and ending June 30 of the following year. Seniority shall apply.

Group B & C: - Ten-Month Employees

- (h) Vacation for employees in schools shall be taken during school vacation periods and may be taken on Non-Instructional Days. The balance of entitlement shall be used with the prior approval of the Principal/Supervisor as provided for in the Letter of Agreement regarding casual relief and vacation.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01 (a) No leave of absence under this section (19.01) will be granted during school breaks (for employees Jurisdictional Group A only) except in special circumstances as may be approved by the supervisor.
- (b) Two (2) weeks' unpaid leave may be granted outside holiday times if notice is given at least fifteen (15) working days in advance. The requirement for notice is waived in cases of emergency.
- (c) Up to six (6) months unpaid leave may be granted at the discretion of the Board for personal reasons if notice is given at least fifteen (15) days in advance. The position may be temporarily filled. Notification of at least fifteen (15) working days must be given in advance of return from such leave.

- 19.01 (d) A permanent employee may, at the discretion of the Board receive a personal leave of absence of up to one (1) year by applying in writing to the Human Resources Officer – Non-Teaching Staff. When a personal leave of absence is approved, the Board will forward a letter to the employee, with a copy to the Union, indicating the period for which the leave was granted and the date upon which the employee is required to confirm arrangements for returning to work.
- 19.02 When an employee is elected or appointed to a full-time position or office within a labour organization, the Union shall submit a request for leave of absence on behalf of the employee concerned. Such leave of absence will be granted and shall involve no cost to the Board and shall not exceed two (2) years.
- Upon the expiration of his/her term of office, the employee shall be returned to his/her previous position and rate of pay for that position. Other employees promoted or transferred shall be returned to their former position. Seniority shall continue to accumulate.
- 19.03 Union paid leave of one (1) day per week will be granted to the President of the Local Union. The position occupied by the President will be staffed by a bargaining unit member during such leave.
- 19.04 Where permission of the appropriate Superintendent or a designate has been granted to an affected steward, the Chief Steward, or other Union representative, (the total not to exceed three (3)), and affected employee(s) to leave their employment temporarily to carry on negotiations with the Board representatives with respect to a grievance, they shall suffer no loss of pay for time so spent. Such leave shall not be unreasonably withheld.
- 19.05 An employee who is selected by the Union to attend official Union conventions, seminars and the like shall be granted leave of absence without pay. It is agreed that the Board will continue to pay the employee for the period of the leave and the Board will invoice the Union for the wages, inclusive of the Employer cost of the benefits provided under Article 21, paid out during the leave. It is understood that the time off will not exceed thirty (30) working days per person per year, and no more than ten (10) employees shall be granted such leave, unless mutually agreed by the Board and Union that these numbers may change. It is agreed that Union leave related to the Provincial Discussion Table and related Committees is separate and distinct from the Union Leave referred to in this Article.
- 19.06 For the purposes of collective bargaining, the Board agrees to recognize a Negotiating Committee of employees in the bargaining unit which will be comprised of up to six (6) members as selected by the Union, and the President of Local 1022.

Employees will be paid based on their normal hourly rate for regular working hours spent in negotiating a renewal of this Collective Agreement. The number of days shall be limited to ten (10) each or such additional days as may be mutually agreed to.

19.07 **Pregnancy/Parental Leave Pay**

(1) Definitions

- (a) “Parent” includes a natural parent or person whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;
- (b) “Parental/adoption leave” means leave taken for the care of a child following the birth of the child; or, the coming of a child into the custody, care and control of a parent for the first time.”
- (c) “Pregnancy Leave” means leave taken for the purposes related to giving birth and/or recovering there from.

(2) Subject to provision of Article 19.07, employees shall be entitled to pregnancy and parental leave in accordance with the provisions of the Employment Standards Act. For the convenience of employees, the relevant provisions of the Employment Standards Act are included with a copy of this Agreement.

(3) Employees taking pregnancy leave in order to become adoptive parents, may commence such parental leave on the day that the adoptive child is placed with the employee.

(4) Supplemental Employment Insurance Benefit Plan (Two-Week Waiting Period)

The plan is to supplement the Employment Insurance Benefits received by the employee for temporary unemployment caused by Pregnancy and/or Parental Leave.

The employee must prove that they have applied for and are in receipt of Employment Insurance Benefits in order to receive payment under the plan.

The Supplemental Employment Insurance Benefit is payable for a period during which an employee is not in receipt of Employment Insurance and the only reason for non-receipt is the two (2) week Employment Insurance waiting period the claimant is serving.

The benefit level paid under this plan is set at one hundred percent (100%) of the employee’s salary.

In any week the total amount of the Supplemental Employment Insurance Benefit payments and the weekly rate of Employment Insurance Benefits will not exceed one hundred percent (100%) of the employee’s weekly earnings.

19.07 (4) (continued)

The Supplemental Employment Insurance Benefit will be paid for the two (2) week waiting period.

Supplemental Employment Insurance Benefit payments will be kept separate from payroll records.

Employees do not have a right to Supplemental Employment Insurance Benefit payments except for supplementation of Employment Insurance Benefits for the unemployment period as specified in the plan.

The Supplemental Employment Insurance Benefit plan may end at any time at the sole discretion of the Board.

(5) Supplemental Insurance Benefit Plan (Post-Partum Period of Recovery)

- (a) For Pregnancy Leave only, and in lieu of the option to access sick leave for the post-partum period of recovery, an employee who is eligible for E.I. (Employment Insurance) may opt for a Pregnancy Leave SEB (Supplemental Employment Benefit) top-up, which top-up may be in addition to the SEB which is available for the two (2) week waiting period. This top-up is payable only during periods of time when an employee is required to be at work.
- (b) The Pregnancy Leave SEB top-up shall provide for the difference between what an employee receives from E.I. and one hundred percent (100%) of her regular salary for the maximum of the six (6) week post-partum period of recovery with no deduction of sick leave for this period.

(6) Supplemental Insurance Benefit Plan (Pregnancy/Parental Leave)

For the nine (9) weeks of Pregnancy Leave (following the two (2) week waiting period and the six (6) weeks of post-partum recovery) OR, for the fifteen (15) weeks of Parental Leave following the two (2) week waiting period, or any portion of both or either, the Employer shall provide a Pregnancy/Parental Leave SEB top-up equal to the difference between sixty percent (60%) of the employee's regular weekly salary and the weekly amount of the E.I. benefit. This top-up is payable only during periods of time when an employee is required to be at work.

19.08 **Absence/Sick Leave Codes**

- * Immediate family shall be deemed to include the employee’s father, mother, spouse, brother, sister, child or other dependent or person the employee has guardianship of, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law. Employees in common-law and same-sex partnerships are recognized on the same basis.

Code 1	Absence with Pay Deductible from Sick Leave Credits
1a	Self Illness
1c	To attend at the employee’s medical/dental appointments as required.
1d	Workplace Safety and Insurance Board benefits top-up as provided for in Article 19.07 (2) (e).
1f	Absence due to Special Circumstances as approved by the Superintendent of Human Resources or designate. Leave under Code 1f is limited to a maximum of four (4) sick leave credits per year in order to qualify for Employment Insurance premium reduction.
1g	Long Term Disability benefits top-up as provided for in Article 19.07 (2) (e).

19.08 **Absence/Sick Leave Codes**

Code 2	Absence with Pay Not Deductible from Sick Leave Credits
2a	In the event that an employee is quarantined as a result of exposure to a communicable disease, and is prevented from attending their duties, an employee shall not suffer any loss of pay nor shall the employee's sick leave credits be affected.
2b	To serve as a juror or by reason of a subpoena to appear as a witness in any proceeding to which he/she is not a party. The employee is required to turn over to, or pay the Board the amount, if any, received as a witness or juror excluding travel, living, and/or meal allowances. A copy of the subpoena must accompany the absence report.
2c	To provide for a period of bereavement following a death in the immediate family. Employees will be granted five (5) days off in the event of the death of their spouse or child, and to a maximum of three (3) days off in the event of the death of other members of the immediate family. Up to one (1) day off will be granted to attend the funeral of persons other than the immediate family.
2d	To write the employee's own post-secondary or university examination on the day of the exam only.
2e	To attend the employee's own, or member of the immediate family's secondary or post-secondary graduation, maximum of one (1) day.
2f	Non-attendance at work due to inclement weather with the supervisor's approval.
2g	To attend the employee's own wedding or weddings in the immediate family, one (1) day per wedding.
2h	Health and Safety issues, for example, chemicals, fumes, and airborne particulates.
2i	Absence due to special circumstances as approved by the Superintendent of Human Resources or designate.
2j	Illness in the immediate family*, including medical or dental appointments, up to four (4) days per school year.
2k	To attend the birth of a child or grandchild. Maximum of one (1) day per birth.

19.08 **Absence/Sick Leave Codes**

Code 3	Absence Without Pay Not Deductible from Sick Leave Credits
3a	Moving to a new place of residence, one (1) day in any one (1) year, on the day of the move only, as required.
3b	To attend weddings other than the employee's immediate family *, up to one (1) day each occasion.
3c	To attend to personal business. Up to five (5) days per school year.
3d	Short-term leaves as approved through the Superintendent of Human Resources or designate.
3e	Absence due to special circumstances as approved by the Superintendent of Human Resources or designate.

Code 4	Board Approved Absence, Charged to Specific Account Not Deductible from Sick Leave Credits
4a	School-Initiated Days (school trips, etc.)
4b	Professional Development as approved by the Superintendent of Human Resources or designate.
4c	Board Approved Negotiations/Release Time
4d	Union Approved Leave
Code 5	
5a	Vacation

19.09 Sick Leave Plan (Code 1)

- (1)
 - (a) The sick leave credit plans contained in the Collective Agreements between the predecessor Boards and Bargaining Agents are hereby combined into a new plan established as of the day following ratification of this Agreement by both Parties.
 - (b) The sick leave credits to the credit of each employee as at December 31, 1998, are transferred to the credit of the employee under this new plan effective the day following ratification of this Agreement by both Parties.
 - (c)
 - (i) Subject to the final authority of the Board, the administration of the plan shall be vested in the Director of Education.
 - (ii) The Director of Education shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power to allow or disallow any sick leave credit or deduction there from under this system.
 - (iii) All cases of dispute with respect to credits or deductions there from under this system may be referred to the grievance and arbitration procedure.
- (2)
 - (a) Each employee shall accumulate two sick leave credits for each month of service.
 - (b)
 - (i) One hundred (100%) percent of the unused portion of an employee's sick leave credits earned in a fiscal year shall be transferred to the employee's accumulated sick leave credits (Bank A) at the beginning of each fiscal year to a maximum of two hundred and forty (240) days.
 - (ii) For any month in which an employee's sick leave credits as described above are maintained at two hundred and forty (240) days without having to apply the full two (2) credits in that month, the amount of credits not required for that purpose will be credited to a supplementary sick leave account (Bank B) to a maximum of two hundred and forty (240) days.
 - (c) After the sick leave credits in the current month have been used, an eligible employee shall utilize their accumulated sick leave credits for the duration of the illness or the extent of sick leave credits which ever is the lesser.

- 19.09 (2) (d) The sick leave credit paid to an employee who is unable to work because of illness or injury shall be the regular wage they would have been paid had the employee been scheduled and actually worked to the extent of accumulated sick leave credits in Bank 'A' only.
- (e) An employee in receipt of wage loss payments from the Workplace Safety and Insurance Board or from an insurance company pursuant to a policy provided for under this Agreement will be entitled to receive the difference between the amounts received and the employee's regular net income.

For the purposes of this Article net income shall be as calculated by the Workplace Safety and Insurance Board. The amount of this "top up" shall be charged to the employee's sick leave credits.

The total dollar value of the top up for each day will be expressed as a fraction of the regular daily wage of the employee at the time of commencement of the leave and the amount will be charged to the employee's credits in Bank 'A'.

- (f) Benefits will continue at the applicable Employer contribution rate while an employee is on sick leave until their sick leave balance is exhausted and may be continued at full cost of premiums paid by the employee thereafter for such period of time during which the employee is in receipt of WSIB or LTD benefits, including waiting times, and the time while an application is under active appeal.
- (3) Appendix 'A' – "Sick Bank" 'C' attached forms part of this Agreement.
- (4) Certification of Absence

- (a) Absence through illness of the employee for a period of five (5) consecutive working days or less may be certified by the employee's Supervisor or by the official of the Board in charge of the appropriate department.

Absence for illness over five (5) consecutive working days may be certified by a licensed medical practitioner, or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. The cost or fees, if any, in respect of any of the foregoing certificates shall be the responsibility of the Board.

- (b) Where an employee is absent through illness for more than twenty (20) consecutive working days, the Director may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the employee shall be entitled to payment under the plan. The cost or fees, if any, in respect of any of the foregoing certificates shall be the responsibility of the Board.

19.09 (4) (b) (continued)

The Director may at any time require that a certificate be submitted by such medical practitioner or licentiate of dental surgery appointed by the Board. The information disclosed by the Board appointed medical practitioner or licentiate of dental surgery will be strictly limited to certifying the fitness, or not, of the employee to return to work or modified work and to the employees "functional abilities". The employee will be provided with a copy of the report or certificate. The cost of fees, if any, in respect of any of the foregoing certificates shall be the responsibility of the Board.

- (5) In the event that an employee is quarantined as a result of exposure to communicable disease, and is prevented from attending their duties, an employee shall not suffer any loss of pay nor shall the employee's sick leave credits be affected.
- (6) (a) The Board shall maintain a record of employees' accumulated sick leave credits and in October of each year forward to each employee a statement of sick leave credits accumulated as of the previous September 30th.
- (b) Calculations shall be rounded up to the next fifteen (15) minute increment.
- (c) An employee shall be permitted to transfer accumulated sick leave credits from a sick leave plan established by another Board of Education or Municipality to the Board's sick leave plan provided:
 - (i) the amount to be transferred is limited to the maximum number of sick leave credits which can be accumulated under this Plan.
 - (ii) no transfer of credits will be made other than those days and/or part days to the employee's credit immediately before the transfer date.
 - (iii) transfer of sick leave credits, under this section, may be made only where the transfer of employment is made without intervening employment that interrupts the continuity of employment under which sick leave credits are accumulated.

- 19.09 (7) In the case of a death of an employee in service, the employee's salary shall continue to be paid for a period equal the employee's accumulated sick leave credits (up to a maximum of six (6) month's salary) and shall be paid to the employee's estate.
- (8) Termination of employment or imposition of lesser discipline for fraudulent use of sick leave is subject to the standard of just cause. The Board will not terminate the employment of any employee found to be in a position of innocent absenteeism pursuant to any attendance management policies of the Board while the employee has sick leave to his/her credit.

ARTICLE 20 - EARNED RETIREMENT SUPPLEMENT

- 20.01 (1) An employee who has not less than five (5) years continuous full-time service with the Board and
- (i) who ceases to be employed for reasons of ill health acceptable to the Board, or;
 - (ii) retires at age fifty-five (55) or older, with or without pension entitlement under the Ontario Municipal Employees' Retirement System,

shall be eligible to receive a retirement supplement based upon the following formula,

$$RS = \frac{1}{2} \text{ of } \frac{CSL}{240} \times S \times \frac{N}{20}$$

WHERE: **RS** is the amount of retirement supplement:

CSL is the sum of the balance from the accumulated sick leave credits accrued pursuant to Article 19.07 (2) (b) (i) and the balance of supplementary sick leave credits accrued pursuant to Article 19.07 (2) (b) (ii) to a maximum of 240 days;

S is the employee's annual salary at the time of retirement;

N is the number of years of full-time service with this Board to a maximum of twenty (20) years.

Subject to applicable Sections of the Education Act, limiting the amount of the supplement to a maximum of one-half (½) years earnings at the rate received by the employee immediately prior to termination of employment.

ARTICLE 20 - EARNED RETIREMENT SUPPLEMENT (continued)

- 20.01 (2) The retirement supplement shall be paid after retirement according to a mutual arrangement between the Board and the employee but payment shall not be deferred for a period longer than twelve (12) months.
- (3) In the event of the death of an employee after the termination of the employee's employment in the service of this Board any allowance or benefit for which the employee is eligible under the retirement supplement plan and which remains unpaid shall be paid to the employee's estate.
- (4) Where a full-time retires from the Board's service and where because of this the employee would not be able to complete the required minimum of five (5) consecutive years of full-time service with the Board, the Director of Education may authorize the granting of a Retirement Supplement in accordance with the other conditions contained in this plan.

ARTICLE 21 - BENEFITS

21.01 Ontario Municipal Employees Retirement System

Every full-time employee, as defined by OMERS shall, as a condition of employment, become a member of the Ontario Municipal Employees Retirement System. Full-time employees who transfer to part-time status shall remain members of the Ontario Municipal Employees Retirement System. Full-time service for Adult Supervisors in Jurisdictional Group C shall be calculated from January 1st, 1991.

21.02 Extended Health Care

The Board shall pay seventy-five (75%) per cent of the premium cost necessary to enroll full-time employees in the Extended Health Care Plan (including private coverage and the drug plan) and all full-time employees hereby consent to having the remaining twenty-five (25%) per cent of the cost of such premiums deducted from their pay deposits.

21.03 Vision Care and Out-of-Province Coverage

The Board shall pay one hundred (100%) per cent of the premium cost necessary to enroll all employees in the Vision Care rider (\$300/24 with a defined twenty-four (24) month period, inclusive of but not limited to eye examinations, laser surgery and eyewear) and Deluxe Travel Plan rider of the Extended Health Care Plan.

21.04 **Dental Plan**

The Board shall pay one hundred (100%) of the premium cost necessary to enroll all full-time employees for a Basic Dental Plan at current O.D.A. rates less one (1) year. In addition the Board shall pay one hundred (100%) per cent of the cost necessary for the Ortho and Major Restoration Rider, including pit and fissure, of the Dental Plan.

21.05 **Life Insurance**

The Board will pay one hundred (100%) per cent of the premiums necessary to enroll full-time employees for a Life Insurance Plan in the amount of forty thousand dollars (\$40,000.00) for each employee. Supplementary insurance of sixty thousand dollars (\$60,000.00) may be requested and paid for by the employee, if approved. Employees currently enrolled in supplementary insurance of one hundred thousand dollars (\$100,000.00) may continue that level of coverage.

The Board will make available at the employee's option, forty thousand dollars (\$40,000.00) Accidental Death and Dismemberment Insurance for which the employee will pay the premium cost necessary.

21.06 **Long-Term Disability**

- (a) Employees in Jurisdictional Group 'A' who are currently enrolled in the Long Term Disability Plan (LTD) and all new employees in Group 'A' shall remain or become enrolled, as the case may be, in the LTD plan. Employees of the former Prince Edward County Board of Education who are not currently enrolled in the LTD plan shall have the option of enrolling or not.

Employees in Jurisdictional Group 'A' who are enrolled in the LTD plan shall pay the full premium cost of the LTD plan.

The Board shall add to the weekly earnings of each employee in Jurisdictional Group 'A' who is enrolled in the LTD plan an amount equivalent to seventy-five percent (75%) of the billed premium of the LTD plan.

- (b) Employees in Jurisdictional Groups "B" and "C" who are enrolled in the LTD plan shall pay the full premium cost of the LTD plan.

The Board shall add to the weekly earnings of each employee in Jurisdictional Groups "B" and "C" who are enrolled in the LTD plan, an amount equivalent to fifty percent (50%) of the billed premium of the LTD plan. It is understood that enrolling in the LTD plan is optional.

21.07 For the purposes of determining benefit entitlement, full-time employees are defined as employees working seventeen and a half (17.5) hours per week or more and part-time employees are defined as employees working less than seventeen and a half (17.5) hours per week.

Part-time employees who work less than ten (10) hours per week may participate in those benefit plans set out in Articles 21.02, 21.03, 21.04, and 21.05 provided such employees pay one hundred percent (100%) of the cost of the premiums for such coverage.

Part-time employees who work ten (10) hours per week or more but less than seventeen and a half (17.5) hours per week may participate in those benefit plans set out in Articles 21.02, 21.03, 21.04, and 21.05 for which the Board shall pay fifty (50%) per cent of the portion of the premiums that the Board would pay for full-time employees and such part-time employees will pay the remainder of the cost of such premiums.

21.08 Deductions of premiums for benefits under this Article, to cover July and August for ten-month employees, will be equally divided over the preceding pay periods for the months of May and June.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Schedule "A" attached hereto establishes the Schedule of salaries for each Jurisdictional Group.

22.02 Salary adjustments for employees in the bargaining unit shall be effective on the pay before an employee's anniversary date.

22.03 Employees will normally be paid every two (2) weeks. It is understood that pay irregularities and overtime payments will normally be adjusted in a pay subsequent to the period in which they occurred. On each pay day, an employee shall be provided with an itemized statement of the employee's wages and deductions.

22.04 An employee changing to a higher or lower point range will maintain the same year level on the salary schedule.

- 22.05 An employee required to work in a higher paying position shall receive the higher rate of pay effective upon the first day worked in that position. An employee requested to work in a lesser paying position will not have their pay reduced.
- (1) Where a lead hand is absent from his/her normally assigned position for two (2) days or more, a replacement will be appointed for the hours scheduled for the absent lead hand. Where the Lead Hand is absent and a replacement has been appointed, the appointed employee will be paid for all hours worked at the lead hand rate of pay effective upon such appointment. If the Board has advance notice that a Lead Hand will be absent a replacement will be appointed from the first day of such absence and be paid at the Lead Hand rate.
 - (2) Employees, who for the purpose of experience in a new role, wish to participate in an exchange, may make a request in writing to the Human Resources Officer, Non-Teaching Staff. The request must outline the length of the exchange requested and the position desired. A letter of support for the request from the employee's supervisor or principal must be attached. An exchange must have the mutual consent of all Parties, including the Union, involved.
- 22.06 The Board shall pay the full cost of any approved course of instruction required by the Board for an employee to become better qualified to perform the job. Payment shall be made upon successful completion of the course for each year of a course of more than one (1) year.

ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION

- 23.01 Where the Board establishes a new permanent position, or where The Board substantially changes the duties of an existing job, The Board shall establish a rate of pay consistent with job rates established under this Collective Agreement, and shall notify the Union forthwith. If the Union does not agree to the rate of pay established, the rate may be the subject of a grievance filed by the Union, and may be carried to Arbitration if necessary. The final rate established shall be effective from the time the job was originally changed or introduced.
- 23.02 In the event a temporary position extends beyond a two (2) month period, or such other longer period mutually agreed between the Parties, the position shall be considered permanent and, the rate established as in Article 22.01 and posted in accordance with Article 9.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Union Communications

The Board shall provide space where the Union shall have the right to post information. Any postings, other than postings relating to normal Union business, shall be sent to the Superintendent of Human Resources prior to posting.

The Union shall be permitted to utilize the Board's courier services to deliver Union information to all work locations.

The Board will instruct all employees that handle incoming mail at each location so as to ensure immediate posting of any Union information received at a work location of any bargaining unit member.

The Employer acknowledges that any and all email are confidential and private between the sender and intended recipient. Any further, agrees that such email will not be monitored for content, read or disclosed by the Employer.

However, the Board reserves the right to investigate all suspected violations of the Board's Internet policy and initiate disciplinary procedures as determined appropriate.

24.02 Absence Reporting

An employee unable to report for scheduled duty shall notify their immediate Supervisor of the fact at least one (1) hour before the commencement of their shift except in extenuating circumstances. An employee who is absent shall notify the Supervisor of the employee's intention to return to work, at least by 4:00 p.m. of the day prior to their return to work. Employees on the night shift shall provide notification before 12:00 noon prior to their shift.

24.03 Transportation Allowances

Employees shall be paid the Board approved rate per kilometre for all authorized use of their private vehicles(s) on Board business. The current Board approved rate may be upgraded from time to time according to Board policy.

Where an employee is regularly required to carry tools and equipment in the employee's private vehicle, the rate shall be the basic rate in effect plus one cent (1¢) per kilometre.

Where an employee is authorized to use the employee's truck on Board business, the rate shall be the basic rate in effect plus seven cents (7¢) per kilometre.

24.03 (continued)

Where an employee is authorized to use the employee's truck and uses the vehicle for towing trailers and/or equipment on Board business, the rate shall be the basic rate in effect plus the truck rate plus five (5¢) cents per kilometre.

Where an employee is authorized to regularly transport students in the employee's private vehicle, the rate shall be the basic rate in effect plus three (3¢) cents per kilometre.

24.04 **Medication and Medical Procedures**

The Board recognizes the right of any employee in the bargaining unit, except Educational Assistants, to refuse to be designated to administer medication or perform any medical/physical procedures. The Board shall, through existing supplementary insurance coverage to the limit of Board liability, insure any employees in the bargaining unit against claims arising from regular or emergency medical/physical procedures.

24.05 **Canada Savings Bonds**

The Board shall implement a plan allowing payroll deductions for Canada Savings Bonds.

24.06 **Video Display Terminals**

A pregnant employee working on a video display terminal or other workplace hazards shall, at the request of her medical practitioner in writing, and at her request in writing, be re-assigned to a position for which she has the ability and qualifications within the bargaining unit during the term of her pregnancy, provided such position exists. If no such position exists, the pregnant employee shall have the option of remaining at her position or taking an unpaid leave of absence.

24.07 **Technological Change**

Technological change shall be defined as the introduction of equipment or material that is significantly different in nature or kind than that previously utilized by the Board. Employees who are, or may be displaced by technological change, will be given a minimum notice of three (3) months prior to such change so that they can undertake training so as to minimize any adverse affects of such change. The Board will afford displaced employees with a reasonable opportunity to undergo training to provide them with a satisfactory level of competence with the new equipment or material so as to retain their position. Employees who are displaced from their position as a result of technological change may be referred to the redeployment process outlined in this Agreement. If the employees are not placed through the redeployment process they shall have the right to displace employees with less seniority, as described in Article 10.

24.08 **Notification if Vehicle Required**

In June of each year, employees in Jurisdictional Group “C” will be advised, where possible consistent with the Educational Assistant placement process, if they require a vehicle for their position commencing the following September. All job postings will indicate whether or not they require a vehicle for the purposes of the program associated with the position.

24.09 **Smocks and Personal Protective Equipment**

The Board shall provide smocks as required for all Educational Assistants and employees in the Print Shop. The Board shall provide Personal Protective Equipment on an as required basis.

24.10 **Uniforms**

In each calendar year the Board will provide an allowance to each employee required to wear a uniform and/or safety footwear. Employees required to wear a uniform will have an allowance of up to one hundred and seventy-five dollars (\$175.00). Employees required to wear safety footwear will have an allowance of up to one hundred and twenty-five dollars (\$125.00). Employees required to wear both will have an allowance of up to three hundred dollars (\$300.00) to be allocated to any part of the uniform or safety footwear as required.

Uniform shall consist of: trousers (including carpenter pants – optional), shirt, sweater (optional), and safety footwear, may include winter coats, gloves and/or rainwear.

Coveralls are provided for trades and maintenance staff by the Board as deemed necessary by the supervisor, at no cost to the employee.

Employees required to wear uniforms and/or safety footwear must wear them while performing their duties. Wearing the uniform for any other purpose shall not normally be permitted. Uniforms must be kept presentable and safety footwear must comply with safety standards.

The uniform colours will be determined by each department.

24.11 **Joint Professional Development Committee**

Employees covered by this Agreement shall be entitled to a day for staff development for non-teaching staff once every school year. The activities during this day shall be determined by a committee composed of three (3) representatives of the Union, one from each of Jurisdictional Groups A, B and C, and three (3) representatives of the Board.

The Board agrees to provide funding in the amount of five thousand dollars (\$5,000.00) as a pool of funds to be allocated for staff development as determined by the above noted committee.

24.12 **Pagers and Cell Phones**

Employees assigned to facilities services or ITS may be required to carry pagers or cell phones while on duty.

24.13 **Printing of Agreement**

The Board shall print sufficient copies of this Agreement in booklet form as soon as reasonably possible after execution of this Agreement by all Parties. The cost of such printing shall be shared equally between the Union and the Board.

24.14 **Work-related Tools and Equipment**

Employees shall not be required to supply tools or equipment for the performance of their duties.

24.15 **Changes in Legislation and/or Fiscal Environment**

In the event that the Government of Ontario or the Government of Canada passes or amend Statutes, Regulations and/or Fiscal changes, and in the opinion of either Party such action has brought about changes in the terms and conditions of work from those originally described by the Parties in the Collective Agreement, the Parties shall meet within fifteen (15) days of the written request of either Party for such a meeting.

24.16 **Employee Status**

The Board and the Union agree that any person employed by the Board prior to January 1, 1999 shall be deemed to hold all the qualifications required for the classification(s) held on January 1, 1999.

The Board and the Union further agree that any employee that has made a commitment to the Board to obtain additional training or upgrading is required to complete and fulfill their commitment in order to maintain “qualified” status.

24.17 **Workplace Safety and Insurance Board**

The Employer agrees to provide a copy of the Form 7 to the employee concerned at the time the form is submitted to the Workplace Safety and Insurance Board.

The Employer agrees to attach a letter from the Union to each WSIB Form 7 as forwarded to an employee.

The Employer agrees to notify an employee if it files an appeal to a decision of the Workplace Safety and Insurance Board in relation to the employee's claim.

24.18 **Criminal Background Checks**

The Board will pay the full costs, on behalf of current employees only, required to conduct the Criminal Background Checks that must be completed in order to be in compliance with Provincial Legislation or Regulation.

Current employees who choose not to have their Criminal Background Check through the service provider under contract with the Board will be required to provide Criminal Background Check information at their own expense and in accordance with Board Policy.

New employees will be required to provide Criminal Background Check information at their own expense and in accordance with Board Policy.

24.19 **Refusing Unsafe Work**

All employees have the right to refuse unsafe work in circumstances provided for and in accordance with the Ontario Occupational Health and Safety Act.

In circumstances where there is a real and imminent risk of injury due to violence any employee has the right to refuse to carry out the work. In such cases certified Health & Safety representatives of the Parties shall be contacted and the matter shall be investigated without delay.

No employee shall be discriminated against or disciplined for having exercised the right to refuse unsafe work, provided that the refusal is based on an honest and reasonable assessment of the situation by the employee.

24.20 No employees in Group A or Group B, with the exception of Student Supervision Monitors and Library Technicians, shall be assigned scheduled supervision of students except in extraordinary or emergency situations.

ARTICLE 25 - TERM OF AGREEMENT

25.01 This Agreement shall be binding and remain in effect from September 1, 2008 and shall continue in full force and effect until August 31, 2012 and thereafter from year to year unless either Party gives notice in writing to the other Party not more than ninety (90) days prior to the expiration of this Agreement of its intention to negotiate a renewal of this Agreement.

25.02 Within fifteen (15) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for revision of this Agreement, and both Parties shall thereupon enter into such negotiations in good faith and make every effort to consummate a revised or new Collective Agreement.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

jg:cope 491
April 29, 2009

SCHEDULE “A” – WAGES AND CLASSIFICATIONS

3% Salary Increase
2008 September 01 to 2009 August 31

JOB TITLE	JOB NO.	EMPATH TABLE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Inactive Grid		CU02	12.47	13.07	13.73	14.36	14.99	15.64	850 -970
Reception/Clerk Asst. Resource Centre Clerk Mail Clerk Printing Clerk Office Asst. Community Use	006 048 056 062 067	CU05	13.61	14.22	14.87	15.49	16.13	16.78	971 -1095
Purchasing Clerk Custodian Courier/Relief Custodian Student Supervision Monitor Off Asst Intake/Adult Ed	002 029 054 120 138	CU07	14.73	15.35	16.00	16.61	17.26	17.89	1096 -1220
Secretary, Ed. Services Office Asst. Elementary Grass Cutter A/V Technician Bus Driver Technical Clerk - ITS Secretary, Curriculum Services	011 025 033 053 065 063 152	CU11	15.85	16.49	17.12	17.75	18.40	19.02	1221 -1345
Hardware Mechanic Secretary to Mgr/Operations Maintenance “A” S.S. Carpenter Maintenance B Maintenance “B” S.S. Off. Asst. - Budget Off. Asst. - Attendance Off. Asst. - S.S. Secretary to Mgr/Maint - Plant Transportation Clerk Secretary Spec Ed Services Accounting Clerk General Maint./Relief Cust. Transcriber/Brailist	001 009 028 038 027 041 043 046 050 066 075 110 114 126	CU15	17.00	17.62	18.25	18.90	19.52	20.17	1346 -1470

SCHEDULE “A” – WAGES AND CLASSIFICATIONS

3% Salary Increase
2008 September 01 to 2009 August 31

JOB TITLE	JOB NO.	EMPATH TABLE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
L.H. Secondary	030	CU19	18.11	18.76	19.37	20.03	20.66	21.30	1471 -1595
L.H. Custodian - Elementary/Bd. Office	031								
Carpenter Maint. A	037								
Community Use of Schools Liaison	049								
LH Courier/Relief Custodian	083								
Bus Driver L.H.	105								
Off. Asst. H/H Intake	076								
Library Technician	121								
Office Assistant - Adult Ed.	132								
Central Resources Clerk	139								
Cafeteria Supervisor	124								
Secretary w/o Off. Asst.	023	CU23	18.16	19.13	19.84	20.51	21.33	22.42	1596 -1720
Educational Asst.	026								
Carpenter Maint. AA@ LH	036								
Off. Asst.-Guidance	042								
Off. Asst. -Computer	047								
Transportation Planner	059								
Building Controls Tech.	070								
Secretary -Careers/Curriculum	079								
Groundskeeper Maint A	085								
Technical Support Asst.	116								
Educational Interpreter	117								
Intervenor - Deaf/Blind Stud.	118								
Buyer	151								
Fundraising Assistant	153								
Secretary w Office Asst.	024	CU29	18.21	19.51	20.28	21.02	22.00	23.56	1721 -1845
Plumber Maint. “A” LH	039								
IM/Computer Repair Tech.	058								
Outdoor Education Liaison	071								
Maintenance “A” - NH	086								
Electrical Maint. “A”	088								
Web Designer	162								

SCHEDULE “A” – WAGES AND CLASSIFICATIONS

3% Salary Increase
2008 September 01 to 2009 August 31

JOB TITLE	JOB NO.	EMPATH TABLE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Energy/Environmental Tech. Grounds Maintenance “A” LH Electrician Maint. “A” LH Computer Network Tech.	069 084 087 103	CU33	19.51	20.76	21.57	22.37	23.16	24.67	1846 -1970
Currently not in use		CU35							
Currently not in use		CU37							
Currently not in use		CU39							
Information & Technoce Analyst	142	CU41	23.85	24.73	25.90	27.08	28.26	29.45	2346-2470

Last Updated : November 2008

SCHEDULE “A” – WAGES AND CLASSIFICATIONS

3% Salary Increase
2009 September 01 to 2010 August 31

JOB TITLE	JOB NO.	EMPATH TABLE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Inactive Grid		CU02	12.84	13.46	14.14	14.79	15.44	16.11	850 -970
Reception/Clerk Asst. Resource Centre Clerk Mail Clerk Printing Clerk Office Asst. Community Use	006 048 056 062 067	CU05	14.02	14.65	15.32	15.95	16.61	17.28	971 -1095
Purchasing Clerk Custodian Courier/Relief Custodian Student Supervision Monitor Off Asst Intake/Adult Ed	002 029 054 120 138	CU07	15.17	15.81	16.48	17.11	17.78	18.43	1096 -1220
Secretary, Ed. Services Office Asst. Elementary Grass Cutter A/V Technician Bus Driver Technical Clerk - ITS Secretary, Curriculum Services	011 025 033 053 065 063 152	CU11	16.33	16.98	17.63	18.28	18.95	19.59	1221 -1345
Hardware Mechanic Secretary to Mgr/Operations Maintenance “A” S.S. Carpenter Maintenance B Maintenance “B” S.S. Off. Asst. - Budget Off. Asst. - Attendance Off. Asst. - S.S. Secretary to Mgr/Maint - Plant Transportation Clerk Secretary Spec Ed Services Accounting Clerk General Maint./Relief Cust. Transcriber/Braillist	001 009 028 038 027 041 043 046 050 066 075 110 114 126	CU15	17.51	18.15	18.80	19.47	20.11	20.78	1346 -1470

SCHEDULE “A” – WAGES AND CLASSIFICATIONS

3% Salary Increase
2009 September 01 to 2010 August 31

JOB TITLE	JOB NO.	EMPATH TABLE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
L.H. Secondary	030	CU19	18.65	19.32	19.95	20.63	21.28	21.94	1471 -1595
L.H. Custodian - Elementary/Bd. Office	031								
Carpenter Maint. A	037								
Community Use of Schools Liaison	049								
LH Courier/Relief Custodian	083								
Bus Driver L.H.	105								
Off. Asst. H/H Intake	076								
Library Technician	121								
Office Assistant - Adult Ed.	132								
Central Resources Clerk	139								
Cafeteria Supervisor	124								
Secretary w/o Off. Asst.	023	CU23	18.70	19.70	20.44	21.13	21.97	23.09	1596 -1720
Educational Asst.	026								
Carpenter Maint. AA@ LH	036								
Off. Asst.-Guidance	042								
Off. Asst. -Computer	047								
Transportation Planner	059								
Building Controls Tech.	070								
Secretary -Careers/Curriculum	079								
Groundskeeper Maint A	085								
Technical Support Asst.	116								
Educational Interpreter	117								
Intervenor - Deaf/Blind Stud.	118								
Buyer	151								
Fundraising Assistant	153								
Secretary w Office Asst.	024	CU29	18.76	20.10	20.89	21.65	22.66	24.27	1721 -1845
Plumber Maint. “A” LH	039								
IM/Computer Repair Tech.	058								
Outdoor Education Liaison	071								
Maintenance “A” - NH	086								
Electrical Maint. “A”	088								
Web Designer	162								

SCHEDULE “A” – WAGES AND CLASSIFICATIONS

3% Salary Increase
2009 September 01 to 2010 August 31

JOB TITLE	JOB NO.	EMPATH TABLE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Energy/Environmental Tech. Grounds Maintenance “A” LH Electrician Maint. “A” LH Computer Network Tech.	069 084 087 103	CU33	20.10	21.38	22.22	23.04	23.85	25.41	1846 -1970
Currently not in use		CU35							
Currently not in use		CU37							
Currently not in use		CU39							
Information & Technology Analyst	142	CU41	24.57	25.47	26.68	27.89	29.11	30.33	2346-2470

Last Updated : November 2008

SCHEDULE “A” – WAGES AND CLASSIFICATIONS

3% Salary Increase
2010 September 01 to 2011 August 31

JOB TITLE	JOB NO.	EMPATH TABLE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Inactive Grid		CU02	13.23	13.86	14.56	15.23	15.90	16.59	850 -970
Reception/Clerk Asst. Resource Centre Clerk Mail Clerk Printing Clerk Office Asst. Community Use	006 048 056 062 067	CU05	14.44	15.09	15.78	16.43	17.11	17.80	971 -1095
Purchasing Clerk Custodian Courier/Relief Custodian Student Supervision Monitor Off Asst Intake/Adult Ed	002 029 054 120 138	CU07	15.63	16.28	16.97	17.62	18.31	18.98	1096 -1220
Secretary, Ed. Services Office Asst. Elementary Grass Cutter A/V Technician Bus Driver Technical Clerk - ITS Secretary, Curriculum Services	011 025 033 053 065 063 152	CU11	16.82	17.49	18.16	18.83	19.52	20.18	1221 -1345
Hardware Mechanic Secretary to Mgr/Operations Maintenance “A” S.S. Carpenter Maintenance B Maintenance “B” S.S. Off. Asst. - Budget Off. Asst. - Attendance Off. Asst. - S.S. Secretary to Mgr/Maint - Plant Transportation Clerk Secretary Spec Ed Services Accounting Clerk General Maint./Relief Cust. Transcriber/Brailist	001 009 028 038 027 041 043 046 050 066 075 110 114 126	CU15	18.04	18.69	19.36	20.05	20.71	21.40	1346 -1470

SCHEDULE “A” – WAGES AND CLASSIFICATIONS

3% Salary Increase
2010 September 01 to 2011 August 31

JOB TITLE	JOB NO.	EMPATH TABLE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
L.H. Secondary	030	CU19	19.21	19.90	20.55	21.25	21.92	22.60	1471 -1595
L.H. Custodian - Elementary/Bd. Office	031								
Carpenter Maint. A	037								
Community Use of Schools Liaison	049								
LH Courier/Relief Custodian	083								
Bus Driver L.H.	105								
Off. Asst. H/H Intake	076								
Library Technician	121								
Office Assistant - Adult Ed.	132								
Central Resources Clerk	139								
Cafeteria Supervisor	124								
Secretary w/o Off. Asst.	023	CU23	19.27	20.30	21.05	21.76	22.63	23.79	1596 -1720
Educational Asst.	026								
Carpenter Maint. AA@ LH	036								
Off. Asst.-Guidance	042								
Off. Asst. -Computer	047								
Transportation Planner	059								
Building Controls Tech.	070								
Secretary -Careers/Curriculum	079								
Groundskeeper Maint A	085								
Technical Support Asst.	116								
Educational Interpreter	117								
Intervenor - Deaf/Blind Stud.	118								
Buyer	151								
Fundraising Assistant	153								
Secretary w Office Asst.	024	CU29	19.32	20.70	21.52	22.30	23.34	24.99	1721 -1845
Plumber Maint. “A” LH	039								
IM/Computer Repair Tech.	058								
Outdoor Education Liaison	071								
Maintenance “A” - NH	086								
Electrical Maint. “A”	088								
Web Designer	162								

SCHEDULE “A” – WAGES AND CLASSIFICATIONS

3% Salary Increase
2010 September 01 to 2011 August 31

JOB TITLE	JOB NO.	EMPATH TABLE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Energy/Environmental Tech. Grounds Maintenance “A” LH Electrician Maint. “A” LH Computer Network Tech.	069 084 087 103	CU33	20.70	22.02	22.88	23.73	24.57	26.17	1846 -1970
Currently not in use		CU35							
Currently not in use		CU37							
Currently not in use		CU39							
Information & Technology Analyst	142	CU41	25.30	26.24	27.48	28.73	29.98	31.24	2346-2470

Last Updated : November 2008

SCHEDULE “A” – WAGES AND CLASSIFICATIONS

3% Salary Increase
2011 September 01 to 2012 August 31

JOB TITLE	JOB NO.	EMPATH TABLE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Inactive Grid		CU02	13.62	14.28	15.00	15.69	16.38	17.09	850 -970
Reception/Clerk Asst. Resource Centre Clerk Mail Clerk Printing Clerk Office Asst. Community Use	006 048 056 062 067	CU05	14.87	15.54	16.25	16.92	17.62	18.33	971 -1095
Purchasing Clerk Custodian Courier/Relief Custodian Student Supervision Monitor Off Asst Intake/Adult Ed	002 029 054 120 138	CU07	16.09	16.77	17.48	18.15	18.86	19.55	1096 -1220
Secretary, Ed. Services Office Asst. Elementary Grass Cutter A/V Technician Bus Driver Technical Clerk - ITS Secretary, Curriculum Services	011 025 033 053 065 063 152	CU11	17.32	18.01	18.70	19.39	20.10	20.78	1221 -1345
Hardware Mechanic Secretary to Mgr/Operations Maintenance “A” S.S. Carpenter Maintenance B Maintenance “B” S.S. Off. Asst. - Budget Off. Asst. - Attendance Off. Asst. - S.S. Secretary to Mgr/Maint - Plant Transportation Clerk Secretary Spec Ed Services Accounting Clerk General Maint./Relief Cust. Transcriber/Braillist	001 009 028 038 027 041 043 046 050 066 075 110 114 126	CU15	18.58	19.26	19.94	20.66	21.33	22.05	1346 -1470

SCHEDULE “A” – WAGES AND CLASSIFICATIONS

3% Salary Increase
2011 September 01 to 2012 August 31

JOB TITLE	JOB NO.	EMPATH TABLE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
L.H. Secondary	030	CU19	19.79	20.50	21.17	21.89	22.58	23.28	1471 -1595
L.H. Custodian - Elementary/Bd. Office	031								
Carpenter Maint. A	037								
Community Use of Schools Liaison	049								
LH Courier/Relief Custodian	083								
Bus Driver L.H.	105								
Off. Asst. H/H Intake	076								
Library Technician	121								
Office Assistant - Adult Ed.	132								
Central Resources Clerk	139								
Cafeteria Supervisor	124								
Secretary w/o Off. Asst.	023	CU23	19.84	20.90	21.68	22.41	23.31	24.50	1596 -1720
Educational Asst.	026								
Carpenter Maint. AA@ LH	036								
Off. Asst.-Guidance	042								
Off. Asst. -Computer	047								
Transportation Planner	059								
Building Controls Tech.	070								
Secretary -Careers/Curriculum	079								
Groundskeeper Maint A	085								
Technical Support Asst.	116								
Educational Interpreter	117								
Intervenor - Deaf/Blind Stud.	118								
Buyer	151								
Fundraising Assistant	153								
Secretary w Office Asst.	024	CU29	19.90	21.32	22.16	22.97	24.04	25.74	1721 -1845
Plumber Maint. “A” LH	039								
IM/Computer Repair Tech.	058								
Outdoor Education Liaison	071								
Maintenance “A” - NH	086								
Electrical Maint. “A”	088								
Web Designer	162								

SCHEDULE “A” – WAGES AND CLASSIFICATIONS

3% Salary Increase
2011 September 01 to 2012 August 31

JOB TITLE	JOB NO.	EMPATH TABLE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Energy/Environmental Tech. Grounds Maintenance “A” LH Electrician Maint. “A” LH Computer Network Tech.	069 084 087 103	CU33	21.32	22.69	23.57	24.44	25.31	26.96	1846 -1970
Currently not in use		CU35							
Currently not in use		CU37							
Currently not in use		CU39							
Information & Technology Analyst	142	CU41	26.06	27.02	28.30	29.59	30.88	32.18	2346-2470

Last Updated : November 2008

SCHEDULE "B"

SCHOOL BREAK DURING CHRISTMAS SEASON

December 25 - Sunday

Monday, December 26	Christmas Day
Tuesday, December 27	Boxing Day
Wednesday, December 28	Paid Day Off
Thursday, December 29	Paid Day Off
Friday, December 30	New Year's Day
Monday, January 2	Paid Day Off (U.I.C.)

December 25 – Monday

Monday, December 25	Christmas Day
Tuesday, December 26	Boxing Day
Wednesday, December 27	Paid Day Off (U.I.C.)
Thursday, December 28	Paid Day Off
Friday, December 29	Paid Day Off
Monday, January 1	New Year's Day

December 25 – Tuesday

Monday, December 24	Paid Day Off (U.I.C.)
Tuesday, December 25	Christmas Day
Wednesday, December 26	Boxing Day
Thursday, December 27	Paid Day Off
Friday, December 28	Paid Day Off
Monday, December 31	Paid Day Off
Tuesday, January 1	New Year's Day

December 25 – Wednesday

Wednesday, December 25	Christmas Day
Thursday, December 26	Boxing Day
Friday, December 27	Paid Day Off (U.I.C.)
Monday, December 30	Paid Day Off
Tuesday, December 31	Paid Day Off
Wednesday, January 1	New Year's Day

SCHEDULE "B"

Page Two

December 25 - Thursday

Thursday, December 25	Christmas Day
Friday, December 26	Boxing Day
Monday, December 29	Paid Day Off (U.I.C.)
Tuesday, December 30	Paid Day Off
Wednesday, December 31	Paid Day Off
Thursday, January 1	New Year's Day
Friday, January 2	Paid Day Off

December 25 - Friday

Friday, December 25	Christmas Day
Monday, December 26	Boxing Day
Tuesday, December 27	Paid Day Off (U.I.C.)
Wednesday, December 28	Paid Day Off
Thursday, December 29	Paid Day Off
Friday, January 1	New Year's Day

December 25 - Saturday

Monday, December 27	Christmas Day
Tuesday, December 28	Boxing Day
Wednesday, December 29	Paid Day Off (U.I.C.)
Thursday, December 30	Paid Day Off
Friday, December 31	Paid Day Off
Monday, January 3	New Year's Day

APPENDIX "A"

The Parties hereto agree that the following shall be affixed to and become part of the existing Collective Agreement as Appendix 'A':

1. **Short Term Sick Leave Plan**

The current Sick Leave Credit Plan provided in the Collective Agreement shall remain unchanged except that:

- (i) effective upon ratification of this Agreement the Board will administer sick leave Bank "C" in consultation with a representative as designated by the Union;
- (ii) in the event that the balance in Bank "C" approaches zero the Parties shall meet forthwith to negotiate the manner in which the balance can be restored to a sufficient level.

2. **Sick Leave Paid from Accumulated Personal Credits**

An employee who suffers an illness, injury or disability which necessitates absence from work shall be entitled to be paid sick leave in accordance with the provisions of Article 19.07 of the Collective Agreement.

3. **Sick Leave Paid from the Group Sick Leave Bank**

An employee, with not less than five (5) years of continuous service, who exhausts all accumulated personal credits and who remains unable to return to work, may make application to the Superintendent of Human Resources or designate to have further leave compensated by the expenditure of credits from the Group Sick Leave Bank.

The applicant shall provide the Superintendent of Human Resources or designate with any and all information it may reasonably require to ensure fair and proper adjudication of the claim.

4. **Information to be provided upon Application**

Consideration of access to the Group Sick Leave Bank "C" will be through consultation with a representative of the Union of the information supplied by the applicant. That information shall include, but not be limited to, a comprehensive medical report from a certified practitioner detailing diagnosis and prognosis, confirmation of application to L.T.D., other disability compensation sources (such as Canada Pension Plan, WSIB, Veterans Affairs and Employment Insurance), including a declaration of any income received and evidence that the condition precludes the performance of the employee's job and any modified work program as offered by the Employer.

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APPENDIX 'A'

Page two

5. **Onus: Burden of Proof**

In applying to the Superintendent of Human Resources or appealing the Superintendent's decision, the employee bears the burden of proving incapacity.

6. **Amount of Compensation**

Where the Superintendent allows an employee's claim for coverage by the expenditure of credits from the Group Sick Leave Bank, the employee would receive an amount equivalent to what they would receive from Long Term Disability Benefits for each expended credit. Compensation through the expenditure of credits from Bank "C" is limited to the time from when the employee has exhausted all other credits and disability income, that may be available, until such time as they have returned to work or exhausted the waiting period for Long Term Disability Benefits.

7. **Claimants Rights to Appeal**

A claimant employee who wishes to dispute a decision of the Superintendent of Human Resources or designate relating to entitlement has the right to:

- (i) appeal to the Superintendent to reconsider its decision;
- (ii) refer the dispute to the Director of Education;
- (iii) refer the dispute to a trustee committee of the Board for a final and binding decision.

8. **Long Term Disability Benefits**

Long Term Disability Benefits will be provided in accordance with the specifications of the plan referenced in Article 21.06 a) and b) of this Collective Agreement. Long Term Disability Benefits are available to employees in Group 'A' after one year, and to employees in Groups 'B' and 'C' after sixty days from the first date of absence related to the disability.

9. **Reconciliation**

Annually the Board will advise the Union in writing of the number of days used in that year, and the number of days remaining in the Bank.

APPENDIX “B”

RE: EDUCATIONAL ASSISTANT PLACEMENT PROCESS

The Parties hereto agree that the following shall be affixed to and become part of the existing Collective Agreement as Appendix ‘B’.

Allocations of Positions

The Superintendent/Co-ordinator/Principal will first determine the number of Educational Assistant hours for each School Group (SG), and then the number of hours of each position assigned to each school within that SG.

Educational Assistant positions, or any combination thereof for one employee, will be a maximum of thirty-five (35) hours per week.

Up to fifty (50) Area Float positions may be designated by the Board as required within the five (5) areas established as North, Centre, Belleville, Bayside/Trenton, and Prince Edward. All Area Float positions will be assigned a base no later than September 30th. All reassignments will be made through the Educational Assistant Council. No employee will be required to move outside of their area. It is understood that the number of Area Float positions will not exceed 25% of the total number of EA’s.

Mileage will be paid for any driving beyond the normal distance driven by the employee from their home to their assigned base. Mileage claims may be waived with the consent of the Board, the Union, and the employee in cases where a more suitable base location is agreed to after October 1st.

Job Descriptions

All Educational Assistant positions will be reviewed and updated by Principals and co-ordinators prior to placement meetings. Every attempt will be made to indicate in the job description whether a vehicle will be required.

Pre-Placement Process

A joint meeting of the Educational Assistant Council will occur to review the list of positions proposed and corrections or amendments if any will be made. The Educational Assistant Council may further discuss and resolve any unique situations that may arise.

At the review meeting, the Board will provide a hard copy of all job descriptions/postings to the Educational Assistant Council.

.../page two

APPENDIX “B”

Page two

Communication Regarding Placement Meeting

A joint memo will be distributed to all Educational Assistants, including those on lay-off, prior to the placement meeting indicating that all positions will be available for bidding in seniority order. Such memo will include information regarding the available positions, which positions require a vehicle (if known) and will also state the date, time, and location of the placement meeting as well as the Board’s website address where job descriptions will be posted.

The Board will post all job descriptions/postings on its website by a date in early June to be agreed upon by the Board and the Union. Such job descriptions/postings will be immediately updated with changes or additions as they occur. Each job description/posting will endeavour to include the school, hours per week, daily working hours and shift times, and type of position.

Placement Meeting

All Educational Assistant positions will be selected on the basis of seniority, at a meeting to be held on the last Professional Development Day in June at a central location. Attendance at Placement Meeting(s) is with pay.

All Educational Assistant positions will be listed by school, hours per week and daily working hours for bidding in order of seniority. Wherever possible, positions will be combined within a school or between two schools in order to increase individual hours per week.

If there are any Educational Assistants without a position, then they may bump an employee with less seniority, providing they are qualified to perform the work of the employee he/she is displacing. This provision does not remove the right to bump under Article 10 in the case of lay-offs at any other time than the Placement Meeting.

The Parties agree that Article 9.02 (seven day notice of vacancy), and Articles 9.09 and 9.10 (trial periods) shall not apply to Educational Assistants at Placement Meetings.

Educational Assistant positions and hours that are established in June/July are guaranteed in that specific work site for the remainder of the school year. The Board may make a proposal to the Union to propose alternative arrangements in the event of unforeseen circumstances.

.../page three

APPENDIX 'B'

Page three

Disputes

Any disputes arising from the placement, regarding employees selecting positions listing special skills and qualifications, shall be adjudicated by referee(s) whose decision shall be binding on the employee. The panel of referees shall be made up of two (2) representatives from the Union and one (1) from the Board. Potential referees shall be selected by the Educational Assistant Council (defined below) and upon mutual consent of the Board and the Union, be appointed. The appointed referee(s) must be present at the Placement Meeting. This process does not replace the right of the Union or an employee to use the grievance procedure.

Proxy

There will be no bidding into positions by proxy except by mutual consent of the Parties.

Process For Filling Vacancies Between Placement Meetings

Educational Assistant vacancies that occur for any reason between placement meetings will be offered in accordance with Article 10.03, subject to paragraph two below. These vacancies will be posted in a November or December Placement Meeting with the assignments commencing in January, and/or if deemed necessary by the Educational Assistant Council, posted in a March Placement Meeting.

Educational Assistants may only attend the November or December Placement Meeting if there are positions available which have a greater number of hours designated than the employee's current position.

Accordingly, Educational Assistants may only secure an available position if it will result in an increase in hours.

Whenever possible, any additional hours will be offered to the Educational Assistants in the school location in order of seniority, subject to qualifications and availability.

Educational Assistant Council

The Council will consist of two (2) representatives of each of the Union and the Board. Each Party will appoint their own representatives. Either Party shall have the right to have additional resource persons attend at their discretion.

APPENDIX 'C'

VACATION ENTITLEMENT
CUSTODIAL AND MAINTENANCE

In order to ensure that all Custodial and Maintenance employees in schools and Couriers are able to plan vacation entitlement during peak periods, and that the Custodial/Maintenance Supervisors are able to approve vacation plans in a fair and consistent manner, the Parties agree to the following process:

Custodial/Maintenance employees employed in school and Couriers should take their vacation entitlement during school vacation periods.

Notwithstanding this requirement, Custodial/Maintenance employees employed in schools and Couriers may take two (2) weeks of their vacation entitlement in each vacation year (January through December) at times other than school vacation periods provided that the building can be maintained and staffed.

Employees must submit their requests for preference of vacation dates by May 1 for the twelve (12) month period beginning July 1 and ending June 30, of the following year. Seniority shall apply.

Seniority shall not apply when an employee fails to make their selection by May 1 for the twelve (12) month period.

Other vacation requests must be submitted not less than fifteen (15) working days in advance of the date that the vacation request is to commence.

Approved vacation entitlement will not be cancelled in order to accommodate a senior employee's request to use banked overtime hours.

APPENDIX "D"

ITS COMPUTER NETWORK TECHNOLOGIST STAFFING PROCESS

The Parties hereto agree that the following shall be affixed to and become part of the existing Collective Agreement as Appendix "D":

Allocation of Positions

The Senior ITS Officer in consultation with the ITS Leadership Team, will determine the allocation of Computer Network Technologist hours for each school cluster. It is the normal intention that these positions will be 40 hours/week.

Computer Network Technologist positions, or any combination thereof for one employee, will be a maximum of forty (40) hours per week.

Pre-Staffing Meeting Process

A joint meeting consisting of Management and up to two Union representatives will occur to review the list of positions proposed and corrections or amendments, if any, will be made.

Communication Regarding Staffing Meeting

A joint memo will be distributed to all Computer Network Technologists, including those on layoff, prior to the staffing meeting indicating that all positions will be available for bidding in seniority order. The memo will contain information regarding the available positions, and the date, time and location of the meeting and will be issued as far in advance as reasonably possible.

Staffing Meeting

All Computer Network Technologist positions will be filled, on the basis of seniority, at a meeting to be held in a central location as needed at times as mutually agreed by the Parties. All Computer Network Technologist positions will be listed by school(s) and hours per week.

The Parties agree that Article 9.02 (seven day notice of vacancy) and Articles 9.08 and 9.09 (trial periods) shall not apply to Computer Network Technologists at the Placement Meeting.

Proxy

There will be no bidding into positions by proxy except by mutual consent of the Parties.

.../page two

APPENDIX “D”

Page two

Process for Filling Vacancies between Staffing Meetings

Computer Network Technologist vacancies that occur for any reason between staffing meetings will be filled by first offering, in order of seniority, current Computer Network Technologists the opportunity for transfer to the vacant role. Subsequent Computer Network Technologist vacancies shall be offered in the same manner, until such time as all Computer Network Technologists have been placed. At which point the position will be filled in accordance with Articles 9.02, 9.03 and 9.04.

Process for assigning project work

All project work is assigned to analysts. When additional support is required, project opportunities will be offered to the Computer Network Technologists on an interest/evidence-based approach. All computer network technologists will be informed of projects and provided with an opportunity to express interest along with their relevant skills and experience before project work is assigned. Management will assign project work.

At the time project work is assigned to a computer network technologist, discussion will occur with the appropriate supervisor and computer network technologist to establish how the additional work will be scheduled.

LETTER OF AGREEMENT

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: ITS PROFESSIONAL DEVELOPMENT

A joint committee will be established with representatives from both the Union and the Employer to discuss professional development opportunities for employees assigned to the Information and Technology Services Department.

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF AGREEMENT

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: LETTERS OF COUNSEL

The Board confirms that it will not circumvent the disciplinary process by addressing disciplinary concerns by way of “non-disciplinary counselling” Letters.

The Board agrees that a Union representative will be present whenever counselling letters are issued.

The Board acknowledges the right of the Union or employee to invoke the grievance procedure as outlined in Article 13 to dispute the accuracy of the factual content of the counselling letter.

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF AGREEMENT

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: STAFFING

For the term of this Agreement, employees of record in Jurisdictional Groups A and B, as at August 31, 2007 shall be guaranteed their current hours per week.

It is further agreed that, except as a result of the Annual Placement Meetings outlined in Appendix "B", employees in Jurisdictional Group C shall be guaranteed the hours per week that apply to each employee of record as August 31, 2007.

No guarantees apply for temporary or casual employees.

The number of FTE's in the bargaining unit as May 2008 is 611.9.

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF AGREEMENT

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: ACCOMMODATION OF RELIGIOUS BELIEFS

The Parties agree the Board will take the necessary steps to adjust work schedules to accommodate religious beliefs. In any event, the Board will act in accordance with all of the requirements of the Ontario Human Rights Code.

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF AGREEMENT

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

**RE: VACATION SCHEDULES & CASUAL RELIEF
ARTICLES 3.04 (4) AND 18.03**

Whereas the Union had proposed to secure the right for employees in schools to take vacation time during the school year;

and,

Whereas the Board had proposed to secure certain relief from the cost of replacements where vacation time is granted and in respect of other absences during the school year;

The Parties hereby agree as follows:

1. Requests from employees working in schools for vacation time during the school year, specifically inclusive of instructional days, shall be granted upon the approval of the Supervisor/Principal.
2. In order to facilitate the granting of vacations for employees as set out above the Board may, notwithstanding any provision of the Collective Agreement, employ such casual employees to replace the regular employee on the following terms:
 - a) Subject to all of the following the Board may employ Casual replacements at the following rates for a maximum of ten (10) consecutive working days, after which they will be paid the minimum job rate for the classification, all of which applies regardless of the classification in which they are assigned to.

Effective September 1, 2008 \$12.36

Effective September 1, 2009 \$12.73

Effective September 1, 2010 \$13.11

Effective September 1, 2011 \$13.51

.../page two

LETTER OF AGREEMENT

RE: VACATION SCHEDULES & CASUAL RELIEF
ARTICLES 3.04 (4) AND 18.03

Page two

- 2. b) Casual replacements may be assigned for the duration of an employee's scheduled vacation when taken during the school year;
- c) Casual replacements may also be assigned to fill in for other absences arising from sick leave, leave for Union business whether Board or Union paid, or other short term leaves of absence of an employee;
- d) Casual replacements, once assigned to replace an employee on leave shall not have their assignment terminated for the purposes of bypassing the application of the ten (10) day limit on the interim casual rate.
- e) The intent of this agreement is to increase the opportunity for employees to take vacation on instructional days and to provide an opportunity to the Board to realize cost efficiencies in relation to replacement costs without disadvantaging other employees in the bargaining unit.
- f) Current practices of offering additional hours to regular bargaining unit members, whether full or part-time, in the case of replacement of staff on leave will continue.
- g) Any attempt to assign casual relief staff for purposes that conflict with the conditions and at the rates established herein shall be a violation of this agreement.
- h) This agreement shall remain in force for so long as the Collective Agreement is operative and remains in force and shall override Article 3.04 (4).
- i) This agreement is enforceable through the grievance procedure.

Signed at Belleville this _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF AGREEMENT

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: TRAVEL ALLOWANCE

Where an employee, as a result of the job posting process, is required to provide transportation on a regular basis for students in the employee's private vehicle, the employee shall receive in lieu of the additional three cents/km (\$0.03) a flat rate of one hundred and twenty-five dollars (\$125.00) per school year. Such amount is payable upon acceptance of the position.

Signed at Belleville this _____ of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: ARTICLE 23 - JOB CLASSIFICATION & RE-CLASSIFICATION

The Parties agree to the establishment of a working committee comprised of the President and up to three (3) Union appointed representatives and up to three (3) Management representatives for the purposes of reviewing the current terms of reference, forms and communications regarding the Job Evaluation process.

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: TOWING WITH PERSONAL VEHICLES

Further to a meeting held January 31, 2007 between Management staff and the Union concerning issues related to members towing trailers with their own vehicle, the following is proposed as Management practice.

- 1.0 While respecting the appropriate Articles of the Collective Agreement and Board Procedure B-1 Travel Expense Reimbursement, it is agreed that, when an employee uses their own vehicle to pull a trailer while performing duties assigned by their supervisor, the employee will be reimbursed expenses at the following rates over and above the Board approved rate:

Truck with Trailer/Load Combination	\$ / kilometer
Less than 3000 lbs.	\$0.12 *
Greater than 3000 lbs. and less than 4000 lbs.	\$0.17
Greater than 4000 lbs. and less than 5000 lbs.	\$0.22
Greater than 5000 lbs.	\$0.27

* Represents existing rate.

.../page two

LETTER OF UNDERSTANDING

RE: TOWING WITH PERSONAL VEHICLES

Page two

2.0 It is agreed that the Board will pay the full cost to install a trailer hitch and electric brake mechanisms on an employee's vehicle when required to pull a trailer as part of their job duties. It is further agreed that should the employee vacate the position prior to the end of a three-year period, the employee will be required to reimburse the Board for a pro-rated amount based on the following schedule:

Time	Employee Reimbursement
Prior to trial period completion	100% of full cost
Prior to 1 st year anniversary	75%
Prior to 2 nd year anniversary	50%
Prior to 3 rd year anniversary	25%
After 3 rd year anniversary	0%

Management reserves the right to review this practice and implement adjustments as deemed necessary.

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: EDUCATIONAL ASSISTANT COMMITTEE

The Parties agree to the establishment of a working committee comprised of up to five (5) Union appointed representatives and up to three (3) Management representatives for the purposes of reviewing matters of mutual concern to the EA classification, for example the transportation of students.

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: ELECTRONIC COMMUNICATION IMPLEMENTATION COMMITTEE

An Electronic Communication Implementation Committee will be established within thirty (30) days of ratification consisting of three (3) representatives of the Employer and three (3) representatives of the Union.

The purpose of the ECIC is to ensure the posting process is streamlined and in an electronic format, and hard copy postings are eliminated.

This committee will focus on training, adequacy of access, communication and implementation to complete the change to an electronic posting process and shall have an implemented plan in place by January 1, 2010.

Prior to final implementation the committee will reconvene to review and conclude the implementation process and confirm the successful completion in writing.

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: PROFESSIONAL DEVELOPMENT ALLOCATION

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers in the amount of \$150,160. The proportionate share of the money for the CUPE bargaining unit as provided by the Ministry of Education has been calculated as \$143,745 and it will be used to support the professional development of bargaining unit members in 2008-09 and/or 2009-10.

Notwithstanding Article 24.11, upon ratification of the Agreement, the Parties shall immediately establish a committee for the development and training made up of three (3) representatives of the Union and three (3) representatives of the Board. The purpose of this committee is to provide CUPE with opportunities to provide input into professional development and training, including the use of the PDT funding enhancements for 2008/09 and/or 2009/10 for CUPE members and to explore the feasibility of planning one PA day for Educational Assistants starting in 2011-12.

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: PDT PROVINCIAL COMMITTEES 2008 – 2012

Whereas the Parties to the PDT agreement have indicated their intention to establish committees at the Provincial level; Joint Task Group on Violence in the Workplace, Green Clean Working Group, Support Workers Advisory Group (SWAG) and a Tripartite Benefits Committee, the Hastings and Prince Edward District School Board and the Canadian Union of Public Employees, Local 1022 agree that in the event a member of the bargaining unit is appointed to either of these committees, the Board will approve the release time for the employee to participate.

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

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

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: STAFFING FUNDING ENHANCEMENT FOR 2011-12 (EDUCATIONAL ASSISTANTS)

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

WHEREAS the Government will require that this funding enhancement be used, in 2011-12, in the manner described below;

Subject to the above, in 2011-12, the Board will apply this enhanced funding plus the 2011-12 funding for supervision, up to the value of the Board's share, as follows:

- Fully offset the cost of the number of paid working days on the approved school year calendar for Educational Assistants to 194 (no offset is necessary);
- Increase the number of hours worked by Educational Assistants up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement. Based on a 2008/2009 FTE of 286 (FTE = 30 hours/week) the equivalent of seventy-five percent (75%) or 214.5 FTE (FTE = 30 hours/week) could be increased to seven (7) hours per day. Estimate to be revised when actual funding regulations are known. The Board shall share the actual calculations and application of the actual enhancement when those figures are finalized.

The use of incremental hours for Educational Assistants must include scheduled supervision of students or before/afterschool homework support.

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

.../page two

LETTER OF UNDERSTANDING

RE: STAFFING FUNDING ENHANCEMENT FOR 2011-12
(EDUCATIONAL ASSISTANTS)

Page Two

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

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: STAFFING FUNDING ENHANCEMENT FOR 2009-10 (CUSTODIAL/MAINTENANCE STAFF – SCHOOL OPERATIONS)

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

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

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

- Offset staff reductions in Custodial/Maintenance/Skills Trades that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment (\$46,598 – estimate to be revised when actual student enrolment and funding regulations are known. If revisions are required, the Board will share the actual calculations and application of the actual enhancement when those figures are finalized.);
- Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance/Skilled Trades staff in 2009-10 (\$279,624 – estimate to be revised when actual student enrolment and funding regulations are known. If revisions are required, the Board will share the actual calculations and application of the actual enhancement when those figures are finalized.)

As of May 27, 2008 the Custodial/Maintenance/Skilled Trades/Building Security staff full-time equivalent (fte) staffing levels were 171 fte.

.../page two

LETTER OF UNDERSTANDING

RE: STAFFING FUNDING ENHANCEMENT FOR 2009-10
(CUSTODIAL/MAINTENANCE STAFF – SCHOOL OPERATIONS)

Page Two

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

**RE: STAFFING FUNDING ENHANCEMENT FOR 2009-10
(OFFICE SUPPORT STAFF – ELEMENTARY SCHOOL SECRETARY)**

WHEREAS the government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase the 2009-10 funding for Office Support Staff in elementary schools through the elementary component of the School Foundation Grant;

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

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

- Offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to ensure that elementary schools with an Average Daily Enrolment of more than one hundred (100) students have an Office Staff person working thirty-five (35) hours/week; and/or hire additional unionized Board-employed Elementary School Office Support Staff in 2009-10.

Based on the estimated calculations and a subsequent shortfall of \$29,833 there is no anticipated hiring of additional elementary support staff.

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: BENEFIT IMPROVEMENTS

Whereas the government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2010-11, the benefit benchmark by .26%;

The Parties agree that the estimated funding enhancement for benefits is \$295,113.00 and the allocation of the CUPE bargaining unit's proportional share of this amount is calculated as the ratio between the CUPE bargaining units FTE to the total FTE of the Board's unionized and non-unionized employees, excluding occasional teachers, as will be reported in the Board's 2008-2009 financial statements.

It is estimated the proportional share for members of CUPE is \$98,450. The foregoing estimate will be revised if and as necessary when the actual funding regulations are known. The Board shall share the actual calculations when those figures are finalized.

The Parties agree to the establishment of a joint committee comprised of three (3) members each to investigate and make recommendations regarding the application of the benefit enhancement(s) that will become effective commencing in September 1, 2010.

The potential benefit enhancements for investigation are prioritized as follows:

1. Vision Care
2. Extended Health Care - physiotherapy, chiropractic, therapeutic massage
3. Hearing Aids
4. Long Term Disability Improvements
5. Dental
6. Reduction in employee share of extended health care premiums
7. Life Insurance

.../page two

LETTER OF UNDERSTANDING
RE: BENEFIT IMPROVEMENTS

Page Two

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: OMERS LANGUAGE REGARDING DEFINITION OF CONTRIBUTORY EARNINGS

As a reference for employees, the Parties have agreed to include in this Letter of Understanding the current Definition of Contributory Earnings under the OMERS Pension Plan.

The following information is provided for information purposes only and is non-grievable. The Parties will continue to be bound by any and all amendments to the OMERS Pension Plan.

Definition of Contributory Earnings:

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

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members.
Include vacation hours in credited service:
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g., payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g., percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g., flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;

.../page two

LETTER OF UNDERSTANDING

RE: OMERS LANGUAGE REGARDING DEFINITION OF CONTRIBUTORY EARNINGS

Page two

Definition of Contributory Earnings: (continued)

- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number or years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g., illness) provided service is extended (the member must be "kept whole" e.g., continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP) the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g., educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (e.g., if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage this reimbursement represents payment for gasoline maintenance, insurance; wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

LETTER OF UNDERSTANDING

**RE: OMERS LANGUAGE REGARDING
DEFINITION OF CONTRIBUTORY EARNINGS**

Page three

Signed at Belleville this _____ day of _____, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

Excerpt from the EMPLOYMENT STANDARDS ACT, PART XIV, PREGNANCY AND PARENTAL LEAVE

PREGNANCY AND PARENTAL LEAVE

Definitions:

45. In this Part,

“parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and “child” has a corresponding meaning; (“père ou mère”)

“spouse” means,

- (a) a spouse as defined in section 1 of the *Family Law Act*, or
- (b) either of two persons who live together in a conjugal relationship outside marriage. (“conjoint”) 2000, c. 41, s. 45; 2001, c.9, Sched. I, s. 1 (9); 2004, c. 15, s. 2; 2005, c. 5, s. 23.

PREGNANCY LEAVE

Pregnancy leave:

46. (1) 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. 2000, c. 41, s. 46 (1).

When leave may begin

- (2) 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. 2000, c. 41, s. 46 (2).

Exception

- (3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage. 2000, c. 41, s. 46 (3).

Latest day for beginning pregnancy leave

- (3.1) 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. 2001, c. 9, Sched. I, s. 1(10).

Notice

- (4) An employee wishing to take pregnancy leave shall give the employer,
- (a) written notice at least two 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. 2000, c. 41, s. 46 (4).

Notice to change date

- (5) 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 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 weeks before the day set out in the original notice. 2000, c. 41, s. 46 (5).

Same, complication, etc.

- (6) 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, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,
- (a) written notice of the day the pregnancy leave 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. 2000, c. 41, s. 46 (6).

End of pregnancy leave

- 47.____(1) 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) six weeks after the birth, still-birth or miscarriage. 2000, c. 41, s. 47 (1).

Ending leave early

- (2) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave. 2000, c. 41, s. 47 (2).

Changing end date

- (3) An employee who has given notice under subsection (2) 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 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 weeks before the day indicated in the original notice. 2000, c. 41, s. 47 (3).

Employee not returning

- (4) 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 weeks' written notice of the termination. 2000, c. 41, s. 47 (4).

Exception

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 47 (5).

PARENTAL LEAVE

Parental leave

- 48.____(1) An employee who has been employed by his or her employer for at least 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. 2000, c. 41, s. 48 (1).

When leave may begin

- (2) An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (2).

Restriction if pregnancy leave taken

- (3) 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. 2000, c. 41, s. 48 (3).

Notice

- (4) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin. 2000, c. 41, s. 48 (4).

Notice to change date

- (5) 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 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 weeks before the day set out in the original notice. 2000, c. 41, s.48 (5).

If child earlier than expected

- (6) 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 weeks after stopping work. 2000, c. 41, s. 48 (6).

End of parental leave

- 49.____(1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise. 2000, c. 41, s. 49 (1).

Ending leave early

- (2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave. 2000, c. 41, s. 49 (2).

Changing end date

- (3) 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 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 weeks before the day indicated in the original notice. 2000, c. 41, s. 49 (3).

Employee not returning

- (4) 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 weeks' written notice of the termination. 2000, c. 41, s. 49 (4).

Exception

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 49 (5).

Reinstatement:

- 53.** Upon the conclusion of an employee's leave under this Part, 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. 2000, c. 41, s. 53 (1).