



Windsor-Essex Catholic District School Board

Agreement

Between

**THE WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD**

And

**CAW LOCAL 2458  
OFFICE, CLERICAL AND TECHNICIAN  
BARGAINING UNIT**

**September 1, 2008 to August 31, 2012**

## **FOREWORD**

This Agreement, resulting from collective bargaining between The Windsor-Essex Catholic District School Board and the National Automobile, Aerospace, Transportation and General Worker Union of Canada (CAW-Canada) and its local 2458, is for the purpose of producing the most favorable relationship between the employees and the employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all.

The Union urges the members to consult with their Committee Persons concerning any matter pertaining to the provisions of this Agreement.

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## ARTICLE 1 - PURPOSE

1:01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Board and certain classifications of its employees represented by the Union in order to secure prompt and equitable disposition of grievances and to maintain satisfactory hours, wages and working conditions for all employees covered by this Agreement. The Union agrees that it will not interfere with normal operation of the schools for which the Board is responsible.

## ARTICLE 2 - RECOGNITION

2:01 The Board recognizes that the Union shall be the sole bargaining agent for all employees of the Windsor-Essex Catholic District School Board employed as office and clerical workers, school secretaries and as computer and learning commons specialists, Campus Ministers save and except supervisors and persons above the rank of supervisor and;

1. Executive Assistant to the Board
2. Executive Secretary to the Director
3. Secretaries to Superintendent(s)
4. Secretary to Superintendent of Business/Ass't. Superintendent of Business
5. Communications Officer
6. Manager of Information Resources
7. W.S.I.B. Specialist
8. Human Resources Assistant
9. Human Resources Secretaries
10. Health & Safety Officer
11. Administrative Assistants (*Limit of one per Secondary School*)
12. Secretary to the Controller, Facilities Services
13. Manager of Student Information Systems
14. Systems Manager
15. Network Manager

2:02 It is agreed that the Officers of the Local Union, National Union, or nominee, may enter any of the schools under the jurisdiction of the Board at reasonable times on Union Business provided that such entry shall not disrupt the normal routine of members of the Union. They must notify the Principal or Secretary of their presence upon arriving.

2:03 The Board undertakes that it will not enter into any other agreement or contract with employees within the bargaining unit either individually or collectively.

## ARTICLE 3 - UNION MEMBERSHIP AND CHECK OFF

3:01 The Board shall deduct from each employee within the bargaining unit, the initiation fee, and from the first pay of each month the monthly dues as are levied by the National Automobile, Aerospace, Transportation and General Worker Union Of Canada (CAW-Canada) and it's local 2458 in accordance with its constitution and by-laws. It shall be a condition of remaining in the employment of the Board that each such employee authorizes deductions.

- 3:02 The Financial Secretary of the Local Union will notify the Board in writing of the amount of Union dues and/or initiation fee to be deducted in line with the constitutional requirements of the National Union.
- 3:03 It is mutually agreed that all present employees of the Board and all future employees of the Board coming within the scope of this Collective Agreement and upon completion of their probationary period shall, as a condition of their employment or continued employment, become members of the Union. Such membership shall be maintained in good standing.
- 3:04 The dues, initiation fees and other levies deducted from all employees within the bargaining unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Board to the Union not later than the 20th day of each month.
- 3:05 Member check-off will be in accordance with the CAW Constitution.
- 3:06 The Board will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 3:07 During the term of this Agreement, the Board agrees to furnish the Union with a written list of any and all new employees not later than thirty (30) days from hiring.
- 3:08 Notwithstanding the provisions of Article 3:01, the Union shall have the right to have the dues deducted on a weekly basis, if necessary, and the Board shall comply with such request after having received official notice and allowing sufficient time for computer adjustments.
- 3:09 The Board agrees that the annual amount of dues paid during the year shall be shown on the employee's T4 slip.
- 3:10 The Board will allow a representative of the Union to address new employees privately at the time of Board orientation for a period not to exceed one half (½) hour.
- 3:11 The Union shall supply the Employer with a list of its representatives and other officials of the Union who are included in the bargaining unit.  
This list shall be kept current.
- 3:12 The Board will forward to the Union the names and addresses, including postal codes, of all employees covered by the collective agreement and will forward any changes of address upon receiving a notice of change from an employee.
- 3:13 The Employer will supply the Committee with the following information in writing at the end of every month and send a copy to the local union office.
1. Employees who acquire seniority
  2. Employees on leave of absence
  3. Employees on Sickness and Accident and Compensation and the date of occurrence
  4. Layoffs and recalls

Board agrees to provide Union with a list of forepersons and supervisors and will notify the Union when changes occur. This is for information purposes only.

#### ARTICLE 4 - PROBATIONARY EMPLOYEES

- 4:01 A probationary employee shall not attain seniority until he/she has been so employed by the Board for an aggregate probationary period of eighty (80) working days during any twelve (12) consecutive month period after which time he/she shall acquire the seniority status and obligations of a permanent employee under this Agreement, provided that all benefits will be provided to employees after forty (40) working days. The seniority and vacation entitlement only of any probationary employee shall date eighty (80) working days prior to the date on which he/she acquires seniority status. Vacation entitlement for probationary employees shall be in the extent as herein provided under Article 17 of this Agreement. In the event a probationary employee ceases to be employed by the Board such entitlement shall be in accordance with the Employment Standards Act.
- 4:02 It is mutually agreed that probationary employees shall not work in excess of the hours provided herein for permanent employees.
- 4:03 Effective January 2001, any probationary employee who has worked for the Board as a temporary employee shall have previous days worked in the preceding twenty-four (24) months credited to their probationary period up to a maximum of forty (40) working days.
- 4:04 The term "temporary employee" when used in this Agreement refers to employees engaged by the Board on other than a permanent or probationary basis to replace a permanent or probationary employee during periods of temporary absence for reasons of illness, injury, disability, parental leave or other leaves of absence.
- 4:05 The Board will advise the Union of all probationary and temporary employees hired, date of hire and position hired into within two (2) weeks from date of hire.
- 4:06 Temporary and probationary employees shall have union dues deducted and remitted to the Union per Article 3:00. Said employees will not be terminated for reasons that are arbitrary, discriminatory, or in bad faith.

#### ARTICLE 5 – RELATIONSHIP

- 5:01 As it is the common goal of the Board and the Support Staff to provide the best possible Catholic education for the children of this community; and
- 5:02 In order to achieve that common goal it is essential that the Board and the Support Staff maintain the harmonious relationship, which exists between them;
- 5:03 The Board and Support Staff agree that this collective agreement shall be applied in a manner which fully supports the basic equality of all staff;
- 5:04 The Board and Support Staff further agree that every employee has a right to freedom from all forms of harassment.

5:05 It is the desire of both parties to specify within this agreement the conditions of employment together with the salaries, employee benefits and allowances which govern the parties who are covered by this agreement.

5:06 The Board agrees that there will be no discrimination, interference, restraint, intimidation or coercion, by its members or representatives, exercised or practiced upon any employee because of membership in the Union.

5:07 The Board will endeavor to develop policies and procedures which are fair, reasonable, consistent and communicated to employees and local union.

5:08 **Harassment in the Workplace**

- (a) The parties agree that harassment will not be tolerated in the workplace. In the event an allegation of harassment is reported, the Union Committee and the Management Committee will meet as soon as possible to discuss and investigate the matter fully. All complaints will be handled with the utmost tact and timeliness. (first meeting no later than two working days.)
- (b) Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome; that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds”, as stated in the provincial Human Rights Code. All employees are expected to treat others with dignity and respect and to discourage harassment.

The workplace is defined as any Board facility and includes areas such as offices, schools, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person’s body, disability, attire, or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.;
- Unwanted physical conduct such as touching, patting, pinching, etc.;
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that is not intended to undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

The Union recognizes that it shares a joint responsibility with the Employer to discourage workplace harassment.

#### ARTICLE 6 - MANAGEMENT RIGHTS

- 6:01 The Union recognizes the right of the Board to hire, direct and classify, promote, demote, transfer or suspend or otherwise discipline or discharge any employee for just cause, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 6:02 The parties agree that a lesser standard of just cause may be applied in the case of probationary employees.
- 6:03 The Union further recognizes the undisputed right of the Board to operate and manage its affairs in all respects in accordance with its obligations and to make and alter from time to time policies and procedures to be observed by the employees. At least 30 days prior to the implementation of any new or amended policies or procedures, the Union Committee will be consulted and their concerns considered by the Board. All policies and procedures shall be subject to the terms of the Collective Agreement.

#### ARTICLE 7 - NEGOTIATING COMMITTEE AND COMMITTEE PERSONS

##### 7:01 **Committee Persons**

The Board acknowledges the right of the Union to appoint or otherwise select a Committee consisting of one (1) Chairperson and one (1) Vice-Chairperson and up to eight (8) Committee Persons to assist employees in presenting their complaints or grievances to the Board or its representatives.

- 7:02 The Board shall grant reasonable time to Committee Persons for adjustment of complaints or grievances without loss of pay. Committee Persons shall notify the principal of the school, if applicable, and shall attempt to notify their Supervisor when leaving his/her job to adjust a grievance or complaint.

- 7:03 Subject to the approval of the Manager of Human Resources, a Committee Person (or designate) who attends a Union approved function other than negotiations or grievances shall not suffer any loss of pay while attending the function unless such employee is replaced.

- 7:04 All Committee Persons shall be the last employees to be laid off or bumped, regardless of seniority or classification.

##### 7:05 **Negotiation Committee**

The Board agrees that the Union may appoint or otherwise select a Negotiating Committee composed of a Chairperson, a Vice-Chairperson and up to eight (8) Committee Persons. Such employees will be compensated for any time lost during negotiations. In addition, the Committee shall also include bargaining unit representatives.



7:06 For purposes of negotiating the collective agreement, when meetings are scheduled with the Employer during normal business hours, members of the Union negotiating committee shall be relieved of his/her duties for that day without loss of pay.

7:07 The Board will provide the Union with space suitable for use as an office in a mutually agreeable location. The facility will be equipped with a telephone, a desk, chairs, a file cabinet, a computer and internet connection provided surplus equipment is available. The Union will be billed monthly, the costs of any applicable long distance telephone or internet charges, and will reimburse the Board for such charges within 30 days. The Union will be provided with access to a photocopier and a fax machine.

7:08 The Board agrees to a LABOUR MANAGEMENT COMMITTEE consisting of not more than four (4) representatives designated from the Union and four (4) representatives designated by the Employer which shall meet a minimum of once every two (2) months to address issues of mutual concern.

This Committee shall not supersede the activities of any other committee of the Union or the Employer.

7:09 **Union Representation**

Copies of all by-laws, rules and regulations adopted by the Employer which affect the members of this Union are to be forwarded to the Chairperson. The Union shall receive the Policy Handbook and all updates. The Union shall also receive copies of all annual budgets.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

8:01 It is mutually agreed that complaints and grievances of employees shall be adjusted as quickly as possible.

Any employee having a complaint shall first advise his/her immediate supervisor that he/she wishes to see a Committee Person. He/she may then refer the matter to his/her Committee Person, who will discuss such matters with the immediate Supervisors. Up to two (2) Union Officials may meet with the immediate Supervisor in an effort to reach a settlement. If a satisfactory settlement of the complaint is not reached within two (2) working days, then the complaint may be filed as a grievance under the following procedure:

STEP 1: Any employee or employees having a grievance shall sign a written grievance form and present the said grievance to a Committee Person who shall present it to the Manager of Human Resources within ten (10) working days after the incident giving rise to the grievance became known to the employee. A meeting will be held with the Union within five (5) working days to discuss the grievance. The Manager of Human Resources shall, within five (5) working days of the meeting, deliver his/her written decision to the grievor and a copy thereof to the Chairperson and to the Local Union office.

STEP 2: Failing settlement under Step 1, the grievance shall be presented to the Superintendent of Human Resources and a meeting shall be held between the Superintendent, Manager of Human Resources and the Union, including the President of the local bargaining agent or his/her designate, within five (5) working days.

A decision shall be rendered by the Superintendent of Human Resources within five (5) working days of such meeting. The written decision will be provided to the grievor and a copy thereof to the Chairperson and to the Local Union office.

- STEP 3: If a satisfactory settlement of the grievance is not reached under Step 2, the Union may, within ten (10) working days of receipt of the decision, request that the grievance be submitted to arbitration as hereafter provided.
- 8:02 In addition to submitting the grievance to arbitration, the Union may submit a request to present the grievance to the Trustees for possible resolution. A meeting shall be held between the Trustees and the Union within thirty (30) days of the request, if possible, to discuss the grievance.
- 8:03 The Board acknowledges the right of the Union to present any policy grievance the alleged circumstances of which are originated through the interpretation, application or administration of the Agreement including any question as to whether a matter is arbitrable. Such grievances shall start with Step 2 of the grievance procedure.
- 8:04 Time limits mentioned in the grievance procedure may be extended by mutual written consent of the parties.
- 8:05 Every meeting held after the filing of a grievance may be attended by the grievor (if requested by the Union), the President of the Local Union or his/her designate, the National Union Representative and the Superintendent of Human Resources or his/her designate. There shall be an equal number of attendees for both parties.

#### ARTICLE 9 - ARBITRATION

- 9:01 (a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, after exhausting the grievance procedure, may notify the other party, in writing, of its desire to submit the difference or allegation to arbitration in accordance with the arbitration provisions of the Labour Relations Act, R.S.O. 1998, and amendments thereto.
- (b) The referring party shall provide the other party or its representative the name of the person it proposes to arbitrate the grievance, or its proposed Chairperson if the parties have agreed to a board of arbitration, within ten (10) working days of its notice to refer the matter to arbitration. If the parties have been unable to agree upon an arbitrator (or chairperson) within thirty (30) working days of the notice of intent to refer the matter to arbitration, either party may request the Minister of Labour to appoint an arbitrator (or Chairperson).
- 9:02 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or in any way amend this Agreement or any term thereof.
- 9:03 Grievances referred to arbitration will be submitted to a single arbitrator unless the parties mutually agree that the grievance should be referred to a board of arbitration.
- 9:04 Each of the parties thereto shall pay the arbitrator's account in equal shares.

- 9:05 All such decisions of any arbitrator made pursuant to this Agreement shall be final and binding upon the employee or employees concerned and upon the parties hereto.
- 9:06 During any step of the above arbitration or grievance procedure, a full-time representative of the Union and a representative selected by the Board may be present.
- 9:07 The grievor who attends an arbitration hearing shall be given the necessary time off to attend the hearing without loss of pay, unless he/she is on indefinite suspension or dismissal at the time of the hearing.

#### ARTICLE 10 - DISCHARGE AND SUSPENSION CASES/ACCESS TO PERSONNEL FILES

- 10:01 The Board shall not discharge or suspend any employee without just cause.
- 10:02 The Board shall direct a letter to the employee concerned and a copy thereof to the Chairperson and Vice-Chairperson stating its reasons for any discharge or suspension without pay, prior to imposing such discipline. In all other disciplinary actions, written reasons shall be provided within ten (10) working days after the Board's decision to discipline.
- 10:03 Any claim of wrongful discharge or suspension may be submitted to the grievance and arbitration procedure within ten (10) days from the date of discharge or suspension and dealt with as herein provided.
- 10:04 Employees shall have access to their personal personnel files upon their request in writing. The employee's file will be examined in the presence of a person authorized by the Board. The employee, upon request, will be provided with a photocopy of any documents in the files except for the confidential letters of recommendation.
- If requested by the employee, a Union representative may accompany any such employee while reviewing their personnel files.
- 10:05 The Manager of Human Resources will remove any disciplinary material from an employee's file after twenty-four (24) months from the date of the discipline.

#### ARTICLE 11 - SENIORITY

- 11:01 (a) Seniority rights shall be established after a probationary period of eighty (80) working days as described in Article 4 of this Agreement.
- (b) Seniority - As used in this Agreement "Seniority" means the length of continuous service with the Board. Service shall be continuous unless broken as provided under Article 11:09
- (c) Seniority rights shall be recognized upon the completion of the probationary period and shall be calculated commencing the first day of hire.
- (d) Effective January 2001, in determining seniority for an employee who has worked as a temporary employee the employer shall grant retroactive seniority rights equal to the number of days actually worked during his/her most recent assignment or actual

days worked in the preceding twenty-four (24) months whichever is greater provided that it does not displace the seniority ranking in effect as of January 1, 2001.

11:02 (a) Seniority shall prevail in the reduction of hours and/or a reduction of the workforce in layoff and recall of employees. Employees within the Group in which the lay off takes place shall be laid off in the following order:

- i) Temporary Employees;
- ii) Probationary employees;
- iii) Permanent employees with the least seniority providing that the employees who remain on the job have the qualifications, skill and ability required to perform the work.

In returning to work the most senior employee laid off in the Group shall be the first employee to be recalled providing they have the qualifications, skill and ability to perform the work.

(b) An employee with seniority laid off pursuant to this section shall have the option of accepting the layoff, or shall have the right to displace a less senior employee in the sub-group or the least senior employee with equal or greater number of hours in another sub-group, providing they have the qualifications, skill and ability to perform the work. For the purpose of bumping under this article only, there shall be six (6) sub-groups as follows:

1. Board Office – Satellite Office(s)
2. Elementary School Secretary
3. Secondary School Secretary
4. Learning Commons Specialist Group
5. Computer Services (Hardware, Software)
6. Campus Minister

(c) Any person displaced through this procedure shall themselves be entitled to utilize the procedure. An employee will be given four (4) working days to advise the Board of his/her bumping decision.

(d) No new employee shall be hired in the Group as set out in Article 11:06 in which a lay-off or reduction of hours has taken place until the laid-off employees who have the qualifications, skill and ability have been recalled to work and all employees had their hours reinstated.

(e) Both parties agree that the relative ability and willingness of an employee will be taken into consideration in all matters arising out of this article.

11:03 If the employee has not had the opportunity to work the number of days provided in this Article, he/she shall be paid for all days for which work was not made available.

11:04 If a permanent employee is transferred to a position in a lower category as a result of circumstances in Article 11:02, the rate of pay will be red-circled at the rate prior to the transfer for a maximum of two (2) years, at which time the red-circling will end and the employee will be placed at the appropriate step on the salary grid for the position they are performing. This shall not apply to those employees red-circled prior to November 22, 2008.

If within a six (6) month time limit a subsequent opening is created, he/she may be transferred by management without the normal job posting procedure by mutual agreement. If the employee declines the new assignment for which he/she is qualified and which pays the same or higher rate, the red-circling will end.

11:05 If an employee with seniority who is to be laid off during the summer months wishes to seek employment in another position under the Employer's jurisdiction rather than be laid off, such employee shall send notice in writing to the Manager of Human Resources and the latter shall, without abrogating other bargaining units' rights, use his/her best efforts to place the employee in another position during the period of such layoff, provided, the employee has the qualifications, skill and ability to perform any work which is available. Article 13 shall not apply.

11:06 For the purpose of this agreement the following labels shall be used to designate the members of each Group:

**1. Clerical/Secretarial Group**

Office and Clerical, Central and Satellite Offices,  
Elementary and Secondary Secretaries,  
Transportation Supervisor,  
SIS Support,  
Learning Commons Coordinator,  
Assistant Health & Safety Officer.

**2. Computer Services Group**

Information Systems Support (Software),  
Hardware Systems Support (Hardware),  
Communication Cabling Specialist,  
Jr. Systems Analyst/Programmer,  
Head Hardware Systems Support,  
Software Support Specialist,  
Systems Analyst,  
Programmer/Analyst,  
Help Desk,  
I.P.P.S. Coordinator,  
I.T. Route Officer

**3. Learning Commons Specialist Group**

**4. Campus Minister Group**

11:07 The Board agrees to supply an up-to-date seniority list by Group to the Union for their review before posting in January and October of each year. The list shall be posted at each work site and shall be final after 30 days of posting. The copy shall also be sent via electronic format to the Union Committee.

11:08 A seniority list shall be provided to Committee Persons and to the local Bargaining Unit each February and shall contain the names of all employees within the bargaining unit and shall include date of hiring and classification of each employee, cumulative sick credits as of December 31<sup>st</sup>, telephone numbers and addresses.

The amount of accumulated sick leave credits will be supplied to each employee every February.

- 11:09 Seniority and employment with the Board shall cease for any of the following reasons:
- (a) If the employee quits;
  - (b) If the employee is discharged and not reinstated through the grievance procedure;
  - (c) If the employee fails to return to work within seven (7) calendar days after notification in writing by the Board to do so has been sent by registered mail to his/her address on record with the Board. It is the employee's responsibility to notify the Board of any change of address.
  - (d) If the employee is not called to perform work for the Board for twelve (12) consecutive months or the employees length of seniority at the time of layoff, whichever is the greater, provided however that upon such employees call back, no such employee shall accumulate more than twelve (12) months seniority during such period of absence.
  - (e) If the employee, without valid reasons, fails to return to work on the first working day following the expiration of leave of absence.
  - (f) If an employee engages in gainful employment while on a leave of absence except with the mutual consent of the Union and the Board.
  - (g) If the employee is absent from work for more than five (5) consecutive working days without the consent of the Board or fails to notify the Board without justifiable reason in the event of bona fide absence.
- 11:10 (a) Inability to work because of illness shall not result in loss of seniority rights for a period of two (2) years.
- (b) Inability to work because of an accident occurring while on duty and provided that such employee is receiving monetary benefits from the Workplace Safety Insurance Board for such injury, shall not result in loss of seniority rights for a period of two (2) years or the length of such employee's seniority to a maximum of five (5) years, which seniority shall be as of the commencement date of such injury, whichever is the greater.
- 11:11 The Employer shall not layoff any employee within the Bargaining Unit who has been employed for three (3) months or more unless he/she gives:
- (a) one (1) week notice in writing to the person if his/her period of employment is less than one (1) year.
  - (b) two (2) weeks notice in writing to the person if his/her period of employment is one (1) year or more but less than three (3) years;
  - (c) three (3) weeks notice in writing to the person if his/her period of employment is three (3) years or more but less than four (4) years;

- (d) four (4) weeks notice in writing to the person if his/her period of employment is four (4) years or more but less than five (5) years;
- (e) five (5) weeks notice in writing to the person if his/her period of employment is five (5) years or more but less than six (6) years;
- (f) six (6) weeks notice in writing to the person if his/her period of employment is six (6) years or more but less than seven (7) years;
- (g) seven (7) weeks notice in writing to the person if his/her period of employment is seven (7) years or more but less than eight (8) years;
- (h) eight (8) weeks notice in writing to the person if his/her period of employment is eight (8) years or more.

ARTICLE 12 - LEAVE OF ABSENCE

12:01 The Manager of Human Resources or his/her designate may grant to any employee, leave of absence without pay up to two (2) months, upon receiving a written request one (1) week prior to the intended commencement of such leave indicating the reason for such request.

Partial shift hours off may be granted without pay by the Supervisor upon receiving a request from the employee while on duty. Such request must be, in the opinion of the Supervisor, of an emergency nature and must not be for reasons that would normally be known to the employee prior to starting his shift.

For leaves of absence in excess of two (2) months, a written request must be made to the Board through the Manager of Human Resources or his/her designate at least four (4) weeks in advance of the intended date of commencement of such leave and the Board will grant such leave to any employee for legitimate reasons for a period of up to sixty (60) days and his/her seniority shall continue to accumulate during such absence. Such leave may be extended by mutual agreement and any person who is absent with such permission shall not be considered laid off, and his/her seniority shall continue to accumulate during his/her absence.

The requirement for written request as required above may be waived by the Manager of Human Resources or his/her designate in the case of actual emergency.

Leaves of absence shall be granted upon request to employees for educational purposes and such leave shall not exceed six (6) months in any one year without mutual consent, or twelve (12) months with mutual consent.

12:02 Union business shall be considered good cause for leave of absence and an employee elected, selected or appointed to attend Union Conventions, Seminars or Education Classes or other Union business shall be granted leave of absence. Such leave of absence shall not be longer than a six (6) month period and will not be requested on more than three (3) occasions for not more than three (3) persons on each occasion in any one (1) calendar year and such request first must be submitted to the Board in writing. Seniority shall continue to accumulate during such absence. Such leave of absence shall be granted by the Board without pay.

12:03 If an employee is absent from work on a leave of absence for a period greater than thirty (30) days he/she shall be required and obligated to reimburse the Board for 100% of the cost which it has paid to maintain his benefits after such thirty (30) day period. The Board and the employee shall agree to a mutually acceptable repayment schedule.

12:04 Jury Duty - An employee who is required to serve as juror or is required by subpoena to appear in court as a witness but not a party to the action, shall be granted leave of absence without loss of seniority for the period required by the court.

Upon receipt of such notice to serve, the employee must immediately notify the Board. The employee shall pay to the Board the fees received for the time served and the Board will pay the employee's regular pay.

12:05 An employee who is unavailable for work because he/she was convicted of a minor offence and incarcerated for such offence shall be considered on vacation and then on leave of absence, if necessary, for the period of his/her incarceration provided the leave of absence does not exceed sixty (60) calendar days.

12:06 Deferred Salary Leave Plan (Four Years Over Five Plan).

- a. **Description** - The plan affords an employee the opportunity of taking a one (1) year leave of absence and, through the deferral of salary, finance the leave.
- b. **Qualifications** - Any employee having four (4) year's seniority with the Board is eligible to participate.
- c. **Application** -
  - i. An employee must make written application to the Director of Education requesting permission to participate in the plan.
  - ii. Written acceptance or denial of the request, with explanation, will be forwarded to the Employee within sixty (60) days of the original request.
  - iii. Approval of individual requests shall not be unreasonably denied.
- d. **Payment Formula and Leave** - The payment of salary, fringe benefits and the timing of the one (1) year leave of absence shall be as follows:
  - i. In all five (5) years of the plan, an employee will be paid 80% of his/her proper salary and applicable allowances. The remaining 20% will be accumulated, and this amount plus interest earned shall be retained by the Board for the employee.
  - ii. The calculation of interest under the terms of this Plan shall be done monthly (not in advance) at the non-chequing savings account rate in effect, at the bank with which the Board deals, on the last Friday of each month.
  - iii. The employee will be responsible for arranging with the Board, the payment of premiums for employee benefits. Any benefits tied to salary level shall be structured according to the actual salary paid.



e. **Terms of Reference**

- i. At the end of the leave the employee will return to his/her previous assignment.
- ii. An employee participating in the Plan upon return to duty shall be eligible, for any increase in salary and benefits that would have been received had the one (1) year leave of absence not been taken.
- iii. Sick leave credits will not accumulate during the year spent on leave.
- iv. OMERS deductions are to be continued as provided by the OMERS regulations.
- v. An employee may withdraw from the Plan any time not less than 30 days prior to the commencement of Leave. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid within sixty (60) days of notification of desire to leave the Plan.
- vi. In the event that a suitable replacement cannot be hired, the Board may defer the year of the leave. In such an instance the employee may choose to remain in the Plan or receive repayment.
- vii. Should an employee die while participating in the Plan any monies accumulated, plus interest accrued at the time of death, will be paid to the Employee's estate.
- viii. An employee wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participating will be granted.

12:07

**Paid Education Leave**

The Board agrees to pay into a special fund one cent (\$.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the Board to the following address: CAW Paid Education Leave Program, 205 Placer Court, North York, ON M2H 3H9

The Board further agrees that members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a leave of absence for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

12:08

**Union Leave/Public Office**

Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence for a period of three (3) years without pay, benefits or loss of seniority. Such employee shall renew their leave of absence on the two-year anniversary date and extension privileges shall be provided

Any employee with seniority elected or appointed to any public office of the municipal, provincial or federal government shall be granted a leave of absence for a period of three (3) years without pay, benefits, or loss of seniority. Such employee shall renew their leave of absence on the two-year anniversary date and extension privileges shall be provided.

12:09

**Armed Forces Leave**

Employees who are conscripted to serve in Her Majesty's Permanent Armed Forces or enlist therein during hostility shall be considered as having leave of absence without pay and shall retain their seniority rights and will continue to accumulate seniority rights provided they are asserted within ninety (90) days following honourable discharge and provided such discharge is obtained by the employee as and when it is made available to the employee.

**ARTICLE 13 - JOB POSTINGS**

13:01

In order to ensure that employees are given the opportunity of applying for transfers and promotions, the Board agrees to comply with the following procedures:

- (a) When vacancies occur or new jobs of a permanent nature or temporary nature in excess of twelve (12) weeks are created within the scope of this Collective Agreement, the Board shall post notices electronically for all such vacancies or new jobs for five (5) working days.
  - 1) The notice will contain the name of the department, the job title, the location of the position, the qualifications required, the posting number, the name of the official to whose attention applications are to be directed, amount of salary or rate of pay and hours of work per week.
  - 2) Any employee who is absent from work for any authorized reason or for summer break shall be entitled to have notices mailed to them upon request.
  - 3) Job Postings during the summer will be posted on First Class on mutually agreeable dates.
- (b)
  - 1) Employees shall have the right to bid on such vacancies or new jobs and they shall be filled from applications received on the basis of seniority, provided, the applicant has the qualifications, skill, and ability to perform such work.
  - 2) The successful applicant shall be placed in the new position no later than 30 calendar days after being awarded the position through the job posting procedures.
- (c) Employees transferred pursuant to paragraph 13:01 (b) shall have all seniority privileges transferred with each such employee and each such employee transferred to:
  - 1) Any position, shall be on a trial/evaluation basis as follows:
    - a) For the Central and Satellite Offices: forty (40) working days
    - b) All other groups: twenty (20) working days
    - c) The time limit may be extended by written mutual agreement
  - 2) In the event that any employee reverts back to his/her original position, he/she shall maintain all rights and privileges of his/her original position and the next most senior applicant for the posted position shall automatically receive such position without re-posting.
  - 3) An employee who has successfully bid and is on the trial period or completed the trial period shall not be entitled to bid for more than two (2) posted vacancies in a period of twelve (12) months from the date of his/her successful bid, except with the Employer's permission.

- 4) Those employees promoted to supervisory positions or those positions not covered by this agreement, will retain their seniority accumulated in the Bargaining Unit for a period of eighty (80) days. If such employee transfers back to the Bargaining Unit within eighty (80) working days, they shall be credited with all such accumulated seniority rights and privileges previously enjoyed as a member of the Bargaining Unit.  
For temporary non-union positions resulting from a statutory leave, employees who accept to fulfill these roles will retain their seniority accumulated in the bargaining unit for a maximum of twelve (12) months
- (d) 1) Temporary vacancies which occur due to the absence of a permanent employee shall be posted and filled if such vacancies are expected to go beyond twelve (12) weeks, provided that the original employee holding such position shall be entitled to his/her previous job upon his/her return.  
All vacancies caused by this posting are also temporary but are not required to be posted except for the first two (2) subsequent vacancies.
- 2) Written notification of all temporary employees hired for a fixed term will be provided to the Union within one (1) week of hire. At such time, the Board shall provide the Chairperson and Vice Chairperson a list of all temporary employees.
- 3) If a temporary employee works in excess of the term for which he/she is hired in above, they would be deemed to be included in the bargaining unit.
- (e) Copies of all job postings and a list of applicants and their seniority (date and number on list) are to be provided by the Board to the Chairperson and Vice-Chairperson within five (5) days after the closing date of the posting.
- (f) If any new classification within the scope of this Agreement is created during the life of this Agreement, the wage rate and the job duties shall be determined by the Employer after consultation with the Union.

### **ADDENDUM JOB POSTING**

When vacancies occur or new jobs of a permanent nature are created within the Custodian and Maintenance Bargaining Unit:

The posting procedure will be carried out according to the applicable clauses of that collective agreement.

The same time limits will apply for all employees.

If no qualified employees within the other bargaining unit apply for a posted position, then applications for the position from qualified employees within other units will be considered as follows:

- (a) The successful candidate for a position within the other bargaining unit will carry seniority rights for the calculation of vacation and benefits, but seniority rights affecting job posting and layoff procedures will apply from the date of entry into that bargaining unit.

- (b) The successful applicant for the position shall serve the trial/evaluation period of the position during which time the incumbent will be evaluated.
- (c) If the candidate reverts to their previous position they shall maintain all rights and privileges of their previous position plus any accumulated seniority during their trial/evaluation period.
- (d) In the event the employee is laid off in the unit they have transferred into, the employee may bump back into their original bargaining unit, provided the layoff occurs within five (5) years of the transfer.
- (e) The employees in this bargaining unit agree to recognize the seniority of employees transferred from the other bargaining unit in accordance with the terms of this clause and the comparable clauses in the other bargaining unit.

ARTICLE 14 - BEREAVEMENT/COMPASSIONATE LEAVE

- 14:01 Employees shall be entitled to Bereavement Leave with pay at the time of death of a family member as follows:
- (a) In the event of the death of an employee's spouse, child, step-child, (including child under legal guardianship), mother, father, step-parent, or sibling, five (5) working days shall be granted.
  - (b) In the event of the death of a parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent or grandchild, three (3) working days shall be granted.
  - (c) In the event of the death of a niece, nephew, aunt, uncle, one (1) working day shall be granted.
- 14:02 In the event an employee is required as a pallbearer not included above: One (1) working day will be granted.
- 14:03 When the death of a family member in 14:01 (a) (b) above occurs outside the North American Continent, the bereavement leave will be extended for an additional three (3) days provided the employee attends the funeral.
- 14:04 Working days shall not include Saturdays, Sundays, and statutory Holidays.
- 14:05 Where an employee is a proven Executor of the will in Canada, one (1) additional day will be granted.
- 14:06 In the event of a death of any employee within the bargaining unit, the Chairperson or Vice Chairperson or his/her designated Union member shall be granted four (4) hours off, without loss of pay, to attend the funeral provided the funeral is within the normal working hours of the person attending.

- 14:07 (a) The Director of Education may grant compassionate leave, with or without pay and without loss of sick leave credits for the following reasons:
- i) If extra time is required for bereavement leave the employee shall make prior application to the Employer for an extension of this allotment. Each request is to be considered on its merits.
  - ii) For reasons other than those stated above.
- (b) Compassionate leave, with pay and without loss of sick leave credits, shall be granted by the Director of Education for the following reasons:
- i) critical illness of an immediate family member,
  - ii) OHIP covered surgery for a child or spouse
- (c) In all cases, the number of days in Article 14:07 shall be at the discretion of the Director.

#### ARTICLE 15 - PREGNANCY/PARENTAL/ADOPTION LEAVE

- 15:01 Leave of Absence due to pregnancy/parental and/or adoption shall be granted by the Board without pay according to the Employment Standards Act Ontario and an employee on such leave will notify the Manager of Human Resources in writing of his/her intention to return to work within the stated period.
- 15:02 Seniority rights shall be maintained during such leave and employees shall have the right to their former position.
- 15:03 During a granted pregnancy or adoption leave, employees will be entitled to the following benefits:
- (a) Board's portion of Green Shield (Semi-Private and Prescription), Life Insurance, L.T.D., Dental Plan and Optical Plan premiums;
  - (b) Retention of vacation entitlement;
  - (c) Retention of long-service entitlement, if applicable.
- 15:04 **Paternity Leave**  
A male employee shall be granted paternity leave with pay for a period of up to two (2) days for the birth or adoption of his child.
- 15:05 An employee has the option of taking his/her parental leave concurrently with his/her spouse's pregnancy/parental leave or sequentially.

#### ARTICLE 16 - HOLIDAYS

- 16:01 The Board will grant to all employees who have completed their probationary period:
- (a) Pay for the following holidays or the day which may be observed as the effective paid holiday provided such employees have worked all of the last scheduled working day preceding the holiday and all of the next scheduled working day after such holiday. However, if absence on the said days is due to illness, injury or with approval of the immediate supervisor, employees shall not be disqualified for payment as provided herein for up to twelve (12) consecutive months absence. In such cases the Board may require a doctor's certificate.

1. Family Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Canada Day
6. Civic Holiday \*
7. Labour Day
8. Thanksgiving Day
9. Armistice Day – if observed by the schools
10. Heritage Day – if statutory holiday
11. Christmas and New Year's Holidays as observed by the schools

\* Civic Holiday does not apply to 10 month employees who are on active lay-off.

- (b) The Board agrees to pay to any employee, who is absent from work and is receiving compensation benefits from the Workplace Safety and Insurance Board at the time a paid holiday occurs, that difference, between the compensation and the normal day's pay.
- (c) The Board agrees to pay any employee who is absent from work and is receiving sick benefits as contained in Article 19:01 of this Agreement, at the time a paid holiday occurs, that difference between payments under such plan and the normal day's pay.
- (d) Campus Ministers shall be entitled to March Break off with pay.
- (e) Campus Ministers shall be entitled to the summer off as their vacation period.
- 16:02 It is understood and agreed that employees who are laid off but maintain seniority or employees who are suspended, provided such suspension is not reversed by award pursuant to Article 9:05 hereof, shall not be entitled to the benefit of paid holidays. Ten (10) month employees that do not work extra days at the conclusion of the school year shall be entitled to the July 1st holiday pay on their first pay upon returning to work.
- 16:03 An employee who is required to work on any of the above mentioned holidays shall be paid at the rate of double the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular holiday pay.
- 16:04 For the purpose of computing overtime, any week in which a paid holiday falls, the normal hours of work for such week shall be deemed to be reduced by one day (1) providing the holiday falls within the work week.
- 16:05 When any of the paid holidays listed fall on a Saturday or a Sunday and should any other day not be observed as the effective paid holiday, employees will receive an additional day's pay.
- 16:06 When a paid holiday or the day which may be observed as the effective paid holiday falls within the vacation period of an employee, such paid holiday shall not be counted as vacation but such vacation shall be extended by one (1) day.
- 16:07 Employees shall be entitled to two (2) personal paid leave days per calendar year. Requests for approval must be submitted to the Manager of Human Resources at least two (2) days in advance unless there are extenuating circumstances.

## ARTICLE 17 - VACATIONS

17:01 Vacations with pay shall be given to all twelve months employees in accordance with the following:

- (a) Each employee who has less than twelve (12) months seniority as of June 30th in any year shall be entitled to and shall receive one (1) day's vacation for each complete calendar month of seniority to a maximum of two (2) weeks pay.
- (b) Each employee who has twelve (12) months service or more seniority as of June 30th of each year shall be entitled to and shall receive two (2) weeks vacation with pay.
- (c) Each employee who has four (4) years service or more seniority as of June 30th of each year shall be entitled to and shall receive three (3) weeks vacation with pay.
- (d) Each employee who has six (6) years service or more seniority as of June 30th of each year shall be entitled to and shall receive vacation with pay as follows:
  - 6 years seniority - 3 weeks plus 1 day
  - 7 years seniority - 3 weeks plus 2 days
  - 8 years seniority - 3 weeks plus 3 days
  - 9 years seniority - 3 weeks plus 4 days
  - 10 years seniority - 4 weeks
  - 11 years seniority - 4 weeks plus 1 day
  - 12 years seniority - 4 weeks plus 2 days
  - 13 years seniority - 4 weeks plus 3 days
  - 14 years seniority - 4 weeks plus 4 days
  - 15 years seniority and more - 5 weeks
  - 21 years seniority - 5 weeks plus 1 day
  - 22 years seniority - 5 weeks plus 2 days
  - 23 years seniority - 5 weeks plus 3 days
  - 24 years seniority - 5 weeks plus 4 days
  - 25 years seniority and more - 6 weeks
- (e) Any employee who is absent for twelve (12) consecutive months shall thereafter, until his return to employment with the Board for two (2) consecutive months, be entitled to and shall receive a pro-rated share of his/her vacation entitlement in accordance with the provisions of this Article, based on the number of regularly scheduled days worked by such employee in the immediate preceding entitlement year. Provided, however, that if such employee completes a minimum of six (6) months' employment, in that entitlement year, he/she shall re-qualify for his/her full vacation entitlement.
- (f) The vacation period for all employees shall be between July 1<sup>st</sup> and June 30<sup>th</sup>. Vacation shall not be accumulated from one vacation period to the next or subsequent vacation period without the approval of the Manager of Human Resources.
- (g) Requests for vacation shall be made in writing to the employee's Principal/Supervisor. When preparing the vacation schedule the Employer shall, subject to its right to maintain a qualified working force, give the choice of vacation dates to employees with the greatest seniority. When the annual vacation schedule is posted there will be no change in an employee's scheduled vacation dates without agreement between the Employer and the employee concerned except in emergency situations.

17:02 (a) All ten (10) month employees shall be entitled to and shall receive by way of vacation entitlement as set out in the schedule below. An employee may request one week vacation entitlement to be applied to the March Break and/or any other approved vacation during the year, by January 15th of each year. The remainder of the vacation entitlement to be paid the last week of January. Vacation pay shall be made on a separate deposit for ten (10) month employees.

An employee who has worked less than ten (10) months in the year immediately preceding December 31 in a year shall be entitled to 4% of the salary earned in that period.

With one year seniority prior to the 31<sup>st</sup> day of December in a year shall be entitled to 5.4% of the salary earned in the period;

With two years seniority prior to the 31<sup>st</sup> day of December in a year shall be entitled to 5.8% of the salary earned in the period;

With three years seniority prior to the 31<sup>st</sup> day of December in a year shall be entitled to 6.2% of the salary earned in the period;

With four years seniority prior to the 31<sup>st</sup> day of December in a year shall be entitled to 6.6% of the salary earned in the period;

With five years seniority prior to the 31<sup>st</sup> day of December in a year shall be entitled to 7% of the salary earned in the period;

With six years seniority prior to the 31<sup>st</sup> day of December in a year shall be entitled to 7.4% of the salary earned in the period;

With seven years seniority prior to the 31<sup>st</sup> day of December in a year shall be entitled to 7.8% of the salary earned in the period;

With eight years seniority prior to the 31<sup>st</sup> day of December in a year shall be entitled to 8.2% of the salary earned in the period;

With nine years seniority prior to the 31<sup>st</sup> day of December in a year shall be entitled to 8.6% of the salary earned in the period;

With ten years seniority prior to the 31<sup>st</sup> day of December in a year shall be entitled to 9% of the salary earned in the period;

17:02 (b) Ten Months employees may be permitted to take vacation during the school year subject to the approval of the Principal and Manager of Human Resources.

17:03 Vacation pay shall be subject to all normal deductions made from an employee's pay and may be paid before the start of each employee's vacation on request.

17:04 Employees employed with the Board as of September 1, 1999 shall be allowed the entitlement in Article 17:01, or their previous vacation entitlement (adjusted for any additional holidays that are not recognized under their previous collective agreements), whichever is the greater.



## ARTICLE 18 - STRIKES AND LOCKOUTS

18:01 The Union agrees that during the term of this Agreement there shall be no strikes, suspension or slow down of work, picketing or other interference with the operation of the Board's business and to this end the Union will take affirmative action to prevent any employee from engaging in any such activity. The Board agrees that there shall be no lockout of the employees.

## ARTICLE 19 - SICK LEAVE, RETIREMENT GRATUITY AND R.R.S.P.'S

19:01 Sick leave means the period of time an employee is absent from work on an approved leave of absence by virtue of being sick or disabled.

Employees employed with the Board as of September 1, 1999 will be allowed the greater of the entitlement contained in their previous contract or the following:

- i. 12 Month Employees - will be allowed twenty (20) days sick leave with pay annually and may carry forward 100% of the unused portion of any sick leave from one year to another to a maximum of 300 days.
- ii. 10 Month Employees - will be allowed sixteen (16) days sick leave with pay annually and may carry forward 100% of the unused portion of any sick leave from one year to another to a maximum of 250 days.

19:02 All sick leave days shall be advanced on January 1<sup>st</sup> of each year for that year. These days shall be prorated on a monthly basis in the event employment ceases during that year.

19:03 An employee absent on account of illness shall receive payment from his/her accumulated sick leave credits at the normal rate of pay commencing with the first day of absence on account of such illness after having signed a claim for sick leave payment. Such payment shall be deducted from accumulated sick leave credits.

19:04 An employee may be required to produce a certificate from a medical practitioner for any illness, certifying that he/she was unable to carry out his/her duties due to illness. Such medical certificate shall not be unreasonably requested. The Board shall be responsible for any cost incurred for obtaining such medical note.

19:05 It will be the responsibility of the employee, who is on a prolonged absence due to illness or injury to maintain regular contact with the Board.

19:06 Sick leave may be substituted for vacation where it can be established by the employee that serious illness or accident occurred while on vacation and is substantiated by a medical practitioner.

19:07 Wages or salary for time lost due to Compulsory Quarantine shall be paid to employees when certified by a medical officer and shall not be charged to sick leave, unless the employee is quarantined because he/she has contracted the disease or illness.

19:08 The Board shall continue to pay the Board's share of the Health and Welfare benefits as provided in Article 20 during the period for which such employee is entitled to sick leave credits, provided such employee's absence is due to illness or disability.

- 19:09 (a) Where an employee is unable to complete a day's work on account of an accident occurring while on duty, such employee shall be paid the balance of that shift by the Board, provided professional medical attention is required, and supported by written evidence by the attending physician to the Board. The foregoing payment will not apply if monetary benefits are to be received for the aforementioned accident from the Workplace Safety Insurance Board. This clause shall not apply to any lost time other than the day of the initial accident.
- (b) When an employee is absent as a result of a workplace injury, he/she shall be provided the opportunity to elect:
- i) to receive his/her payments directly from Workplace Safety and Insurance Board (WSIB) without deduction from his/her accumulative sick leave credits; or
  - ii) to receive from the Board his/her regular gross salary in accordance with this agreement consisting of: WSIB award (advances) plus a top-up amount; the Board shall then deduct from the employee's cumulative sick leave bank, for each day of absence, the proportion of time equivalent to the top-up (salary less WSIB award) paid by the Board.
- (c) The employee may elect to change the option originally elected in (b) above with two weeks advance notice to the Board.
- (d) Employee's option (b) (ii) is only available for so long as the employee has sick leave credits available.

19:10 For any employee who is not entitled to a retirement gratuity and for any employee commencing employment on or after September 1, 1999, the Board shall invest \$100.00 plus 0.5 of 1% of the employee's annual earnings into a Registered Retirement Savings Plan (RRSP Plan). Each year thereafter, the Board shall invest 0.5 of 1% of the employee's annual earnings into the RRSP Plan.

An employee hired before September 1, 1999 shall have the right to elect to enter the RRSP Plan up to March 31, 2000. The Board will pay into an RRSP Plan within 30 days of election, an amount as follows:

1 year	\$ 250
2 years	\$ 400
3 years	\$ 550
4 years	\$ 700
5 years or more	\$ 850

Each year thereafter the Board shall invest 0.5 of 1% of the employee's annual earnings into the RRSP Plan.

The annual investments shall be remitted to the fund manager on or before January 31st in each year for the prior year, based on the employee's prior year's earnings. The funds contributed shall form a trust for the benefit of the participating employee(s) and shall not be withdrawn or paid out until the employee leaves the employment of the Board.

The fund shall be managed by a mutually acceptable professional fund manager and/or by an accredited firm.

Any employee enrolled in the RRSP plan may make additional contributions through payroll deductions.

The Board and the Union make no warranties, representations or guarantees of the rate of return on the investment.

Those employees entitled to a Retirement Gratuity are set out in Appendix "A".

## ARTICLE 20 - HEALTH AND WELFARE

20:01 The Board agrees to pay the premiums, single or family, as applicable to each employee for the following plans:

- (a) Employer Health Tax - 100% Board paid
- (b) Green Shield Prescription Plan 9 (to include Diabetic Benefits and Supplies) - subject to a \$1.00 co-pay - 95% Board paid
- (c) Green Shield Semi-Private Hospital Plan and Extended Health (including out of province) - 95% Board paid
- (d) Group Life Insurance and Accident Death and Dismemberment Plan for \$45,000.00 plus option to buy extra insurance up to a maximum of \$100,000.00 for employees and \$12,000.00 after retirement at age 65 (including present retirees). - 95% Board paid. A.D.& D Coverage to cease at age 70. Former OPSEU Computer Services employees employed as of January 1, 1999 shall continue to be entitled to 2½ times salary to a maximum of \$100,000. Employees at Assumption who were employees previous to January 1, 1986 will remain at \$40,000.00.
- (e) Green Shield Basic Dental Preventative with 9-month recall (100% reimbursement) and Maintenance Restorative - (80% fee coverage - \$1,000.00 per person per year) - Orthodontic - (50% fee coverage - \$1,500.00 per person per life) - Current ODA Fee Structure - 95% Board paid.
- (f) Green Shield Optical Plan-\$300.00/24 months - 95% Board paid\*  
Eye Exam coverage to a maximum of \$65.00 every 24 months.  
\*May apply this amount to corrective vision procedures.
- (g) There will be a coordination of all benefits.

The Board agrees to maintain the payment of premiums for the aforementioned plans for a period of two (2) years from the date of an employee's first absence on account of illness or injury or the length of the employee's seniority if less than two years. Following such period with a minimum of one month's prior notice the employee may have the option of maintaining the payments of such premiums through the group coverage providing such option is available from the insurer.

The Board reserves the right to change the insurance carrier providing coverage under paragraphs (b), (c), (d), (e), and (f) above, provided notice is given to the Union of intention to change the carrier and provided the same benefit coverage is maintained.

- 20:02 The Board agrees to pay one-half (½) coverage under the Pension Plan of the Ontario Municipal Employees Retirement System. This is to include coverage under the Canada Pension Plan.
- 20:03 The Board further agrees to provide for employees within the Bargaining Unit, a Long Term Disability Plan providing a benefit of seventy percent (70%) of monthly earnings, maximum coverage \$2,000 per month, for sickness or accident to age 65. Benefits to commence after a waiting period of four months (120) days and to be integrated with employee Canada Pension Plan disability benefits and benefits from Workers' Compensation Premiums - Paid eighty-five percent (85%) by the Board.
- An employee receiving Long Term Disability benefit shall be entitled to supplement such benefit by requesting in writing an additional one day of sick leave pay per week provided such employee has sick leave credits accumulated to his/her credit.
- 20:04 The Board agrees to pay one hundred percent (100%) of the premiums of the Life, Optical Plan, the Prescription Drug Plan, Extended Health and Semi-Private Plan and Basic Preventative and Maintenance Dental (with denture repair, re-aligning, and re-basing) - coverage upon an OMERS retirement, and up to the death of the retired employee, provided such employee so desires such coverage. This coverage will also be provided to any employee who retires at sixty (60) years of age without an OMERS Pension who has at least twenty (20) years of service with the Board.
- 20:05 The Board will pay seventy-five percent (75%) of the cost of survivor benefits (Retiree plan exclusive of Life & AD&D and Weekly Indemnity) to all families of active and retired employees who have a minimum of ten (10) years' service at date of death. If an employee's death is caused accidentally while working, they will not be subject to the minimum service requirement.
- This coverage will be until the survivor re-marries or is entitled to benefits through their own employer.
- 20:06 The premiums to be paid by the Board under Article 20 shall be pro-rated for those employees who work less than 30 hours per week Elementary and 33 3/4 hours per week Secondary, Clerical and Technical and in accordance with the number of hours actually worked.
- 20:07 The Board will pay 95% of the Board's cost of Health benefits for July and August for those employees laid off during this period.

## ARTICLE 21 - HOURS OF WORK

- 21:01 **School Secretary – 10 Month Employees**
- i All full-time 10 month employees' regular hours of employment shall be thirty-five (35) hours per week to be scheduled by the Principal by mutual agreement between the following hours: 7:30 a.m. and 4:30 p.m. If there is no mutual agreement the hours shall be fixed from 8:00 a.m. until 4:00 p.m.
  - ii. The work year shall be from the first working day of the week preceding the opening of school in each school year until the last working day of the week following the last school day of the school year.

21:02 **School Secretary - 12 Month Employees**

- i All full-time 12 month employees' regular hours of employment shall be thirty-five (35) hours per week to be scheduled by the Principal by mutual agreement between the following hours: 7:30 a.m. and 4:30 p.m. If there is no mutual agreement the hours shall be fixed from 8:00 a.m. until 4:00 p.m.
- ii All School Secretary employees' summer hours of employment shall be six and three quarter hours per day ( $6\frac{3}{4}$ ) between 7:30 a.m. and 4:00 p.m., four (4) days per week. The fifth day will be a day off, being either Monday or Friday. The schedule will provide coverage for all positions and be subject to the approval of Management. Summer hours shall commence in the first full week of July and regular work hours will resume the week prior to the commencement of the school year.
- iii The employee will be paid a weekly rate based on the average number of hours per week calculated on an annual basis. ( $33\frac{3}{4}$  hours per week)

21:03 **Central Office - 12 Month Employees**

- i All Central Office employees regular hours of employment shall be thirty-five (35) hours per week five (5) days from Monday through Friday of each week and the working hours shall be between 8:00 a.m. and 4:30 p.m. subject to the approval of management.

From time to time, the Board may need to adjust the standard hours of work to meet the requirements of the position. Any changes will be made upon mutual agreement with the Union.

- ii All Central Office employees' summer hours of employment shall be six and three quarter hours per day ( $6\frac{3}{4}$ ) between 7:30 a.m. and 4:00 p.m., four (4) days per week. The fifth day will be a day off, being either Monday or Friday. The schedule will provide coverage for all positions and be subject to the approval of Management. Summer hours shall commence in the first full week of July and regular work hours will resume the week prior to the commencement of the school year.
- iii The employee will be paid a weekly rate based on the average number of hours per week calculated on an annual basis ( $33\frac{3}{4}$ ) hours per week.
- iv For Consultants' secretaries the Board may offer 10-month positions of thirty- three and three quarter ( $33\frac{3}{4}$ ) hours per week.

21:04 **Learning Commons Specialist - 10 Month Employees**

- i The regular work week for full-time employees shall consist of thirty-five (35) hours made up of five (5) days from Monday through Friday each week. The time for commencing and finishing work shall be set from time to time by the Employer at its discretion, but the normal work day shall be seven (7) hours plus one (1) period of not less than one-half ( $\frac{1}{2}$ ) hour for lunch.
- ii The work year shall be from the first working day of the week preceding the opening of school in each school year until the last working day of the week following the last school day of the school year.

21:05 **Computer Services**

The regular hours of work shall be between 7:00 a.m. and 5:00 p.m. consisting of thirty-six and a quarter (36.25) hours per week made up of five (5) days from Monday through Friday each week.

- i Employees in Computer Services shall be allowed up to fourteen (14) hours lieu time which shall be reported as accrued and taken at times approved by management.
- ii Summer Hours of employment shall be seven (7) hours per day between 7:00 a.m. and 5:00 p.m. four (4) days per week. The fifth day will be a day off, being either Monday or Friday. The schedule will provide coverage for all positions and be subject to the approval of Management. Summer hours shall commence in the first full week of July and regular work hours will resume the week prior to the commencement of the school year.
- iii The employee will be paid a weekly rate based on an average number of hours per week calculated on an annual basis (35 hours per week).

21:06 All employees shall be entitled to an unpaid lunch period of no less than one half (1/2) hour to one (1) hour, and a fifteen (15) minute break in the mid morning and in the mid afternoon unless specifically provided otherwise herein.

21:07 **Overtime**

- (a) Overtime for all employees must be authorized by the Board and shall commence for all full time employees only after they have worked in excess of their normal hours of work for the work day or the work week, except Sundays. The rate for all time worked on Sunday shall be double time. The Board shall pay time and one-half the regular rate of pay for all authorized overtime or may grant time in lieu with the consent of the employee. Overtime for all permanent part-time employees shall commence after seven (7) hours in a work day or thirty-five (35) hours in a work week.
- (b) No employee shall be laid off work in any week merely for the reason that he/she has worked overtime in that week.
- (c) If an employee is called in to work during his/her off duty hours he/she shall be paid the applicable overtime rate for hours worked or three (3) hours at regular rates whichever is the greater of the two (2).
- (d) All overtime shall be offered equally among employees in the same department, within the same classification who are performing similar work.

21:08 When an employee is assigned on a temporary basis for more than one (1) day to perform work in an occupational classification other than his/her own and there is a difference between the rates of pay of the two (2) classifications, he/she shall be paid the higher of the two (2) for the entire period of the temporary assignment.

- 21:09 For the purpose of computing overtime any paid holiday shall count as one day worked.
- 21:10 If the full or partial workload assignment of a pregnant employee is operating a Visual Display Terminal Unit, and the employee does not wish to perform such assignments during the remainder of her pregnancy, the following will apply:
- (a) If in the opinion of Management, another full-time workload is available, the employee may be assigned to such duties.
  - (b) If option one (1) is not executed, the employee will take an unpaid leave of absence. The portion of such leave in excess of the normal leave as provided by the Employment Standards Act, shall not include provision for the retention of vacation and long-service entitlements, paid statutory holidays, and the Board's portion of health and life benefits. However, the employee at her option may continue her health and life benefits by paying one hundred percent (100%) of premium costs to the Board.
- 21:11 Permanent part-time employees shall be covered under the terms of this collective agreement.
- The salary, benefits, vacation, holidays, and sick leave as identified in this collective agreement shall be pro-rated on the number of hours worked.

## ARTICLE 22 - UNIFORMS

- 22:01 The Board shall provide clothing to all employees as follows:
- (a) C.S.A. approved high quality safety shoes or boots annually to Hardware System Support employees.
  - (b) One (1) shop coat to Hardware System Support employees and duplicating room employees and one (1) smock per worksite.

**ARTICLE 23 - WAGES**

23:01 (a) It is agreed that the maximum salaries for all employees holding positions covered by this Agreement shall be: (expressed in hourly rates)

<b>CENTRAL OFFICE</b>	<i>Current</i>	<i>Jan 1/09 3%</i>	<i>Jan 1/10 3%</i>	<i>Jan 1/11 3%</i>	<i>Jan 1/12 3%</i>
<i>Receptionist</i>	\$22.48	\$23.15	\$23.85	\$24.56	\$25.30
<i>Board Office Secretary</i>	\$22.55	\$23.23	\$23.92	\$24.64	\$25.38
<i>Payroll Receptionist</i>	\$22.55	\$23.23	\$23.92	\$24.64	\$25.38
<i>Accounting Clerks</i>	\$24.80	\$25.54	\$26.31	\$27.10	\$27.91
<i>Accounts Payable/Receivable</i>	\$24.80	\$25.54	\$26.31	\$27.10	\$27.91
<i>Accounting Enrollment, Account Clerk</i>	\$24.80	\$25.54	\$26.31	\$27.10	\$27.91
<i>Printing Clerk</i>	\$23.09	\$23.78	\$24.50	\$25.23	\$25.99
<i>Absence Record Clerk</i>	\$24.80	\$25.54	\$26.31	\$27.10	\$27.91
<i>Payroll Clerks</i>	\$25.04	\$25.79	\$26.56	\$27.36	\$28.18
<i>Consultants' Secretaries</i>	\$23.54	\$24.25	\$24.97	\$25.72	\$26.49
<i>Assessment Secretary</i>	\$24.80	\$25.54	\$26.31	\$27.10	\$27.91
<i>Assessment Secretary/Printing Clerk</i>	\$24.80	\$25.54	\$26.31	\$27.10	\$27.91
<i>Educational Resource Assistant</i>	\$23.87	\$24.59	\$25.32	\$26.08	\$26.87
<i>Secretary to Supervisor of Learning Commons</i>	\$23.54	\$24.25	\$24.97	\$25.72	\$26.49
<i>Secretary to Information Tech.</i>	\$24.23	\$24.96	\$25.71	\$26.48	\$27.27
<i>Learning Materials Tech.</i>	\$26.05	\$26.83	\$27.64	\$28.47	\$29.32
<i>Transportation Clerk</i>	\$23.54	\$24.25	\$24.97	\$25.72	\$26.49
<i>Purchasing Clerk</i>	\$24.80	\$25.54	\$26.31	\$27.10	\$27.91
<i>Maintenance Secretary</i>	\$24.23	\$24.96	\$25.71	\$26.48	\$27.27
<i>Custodial Secretary</i>	\$24.23	\$24.96	\$25.71	\$26.48	\$27.27
<i>Facilities Services Secretary</i>	\$24.23	\$24.96	\$25.71	\$26.48	\$27.27
<i>Learning Commons Coordinator</i>	\$24.89	\$25.64	\$26.41	\$27.20	\$28.01
<i>SIS Support</i>	\$27.29	\$28.11	\$28.95	\$29.82	\$30.72
<i>Payroll/IPPS Clerk</i>	\$30.06	\$30.96	\$31.89	\$32.85	\$33.83
<i>Transportation Officer</i>	\$26.95	\$27.76	\$28.59	\$29.45	\$30.33
<b>CAMPUS MINISTER</b>					
<i>Campus Ministers</i>	\$31.35	\$32.29	\$33.26	\$34.26	\$35.28
<b>SCHOOL SECRETARIES</b>					
<i>Elementary Secretaries</i>	\$24.12	\$24.84	\$25.59	\$26.36	\$27.15
<i>Secondary Secretaries</i>	\$23.98	\$24.70	\$25.44	\$26.20	\$26.99
<i>Attendance Secretary</i>	\$23.98	\$24.70	\$25.44	\$26.20	\$26.99
<i>Guidance Secretary</i>	\$23.98	\$24.70	\$25.44	\$26.20	\$26.99
<i>Main Office Secretary</i>	\$23.98	\$24.70	\$25.44	\$26.20	\$26.99
<i>St. Michael's Secretary</i>	\$24.12	\$24.84	\$25.59	\$26.36	\$27.15
<b>LEARNING COMMONS SPECIALIST</b>					
<i>Elementary Learning Common Specialist</i>	\$23.25	\$23.95	\$24.67	\$25.41	\$26.17
<i>Secondary Learning Commons Specialist</i>	\$23.74	\$24.45	\$25.19	\$25.94	\$26.72
<b>COMPUTER SERVICES</b>					
<i>Info Systems Support (Software)</i>	\$27.71	\$28.54	\$29.40	\$30.28	\$31.19
<i>Help Desk Specialist</i>	\$27.71	\$28.54	\$29.40	\$30.28	\$31.19
<i>Software Support Specialist</i>	\$31.63	\$32.58	\$33.56	\$34.56	\$35.60
<i>Hardware System Support</i>	\$27.71	\$28.54	\$29.40	\$30.28	\$31.19
<i>Head AV Tech</i>	\$31.87	\$32.83	\$33.81	\$34.83	\$35.87
<i>IT Route Officer</i>	\$27.71	\$28.54	\$29.40	\$30.28	\$31.19
<i>Communications Cabling Specialist</i>	\$27.71	\$28.54	\$29.40	\$30.28	\$31.19
<i>Jr. Systems Analyst/Programmer</i>	\$29.92	\$30.82	\$31.74	\$32.69	\$33.68
<i>Programmer/Analyst</i>	\$35.67	\$36.74	\$37.84	\$38.98	\$40.15
<i>IPPS Coordinator</i>	\$38.55	\$39.71	\$40.90	\$42.12	\$43.39
<i>Systems Analyst</i>	\$35.67	\$36.74	\$37.84	\$38.98	\$40.15



- (b) The start rate in each category shall be one dollar and fifty cents (\$1.50) below the maximum. It shall be increased fifty cents (\$ .50) each year, on their anniversary date until maximum.
- (c) Employees may opt to receive pay statements through the Board's Employee Portal System.

#### ARTICLE 24 - GENERAL

- 24:01 The parties hereto agree that whenever the singular term or masculine gender is used through this Collective Agreement, they shall be deemed to include the plural or feminine gender where the context, or the parties hereto, so required.
- 24:02 Employees may retire at the end of the school year following their 65<sup>th</sup> birthday, or at the option of the employee, at such earlier date as may be provided by the Ontario Municipal Employees Retirement System (O.M.E.R.S.) Pension Plan or the Teacher's Pension Plan (T.P.P.).
- 24:03 The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his/her rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing.
- 24:04 Two (2) days per year shall be designated as Training and Development Days for the technicians in order to allow for further training opportunities.

These days will be scheduled by their Supervisor and does not preclude the Technicians' attendance at any other training workshops scheduled by the Board.

#### ARTICLE 25 - MEDICAL PROCEDURES

- 25:01 (a) No employee shall be required to administer or perform any medical or physical procedure for which he/she has not been trained.  
  
This provision shall not detract from the overriding responsibility of all employees to ensure the health and safety of all pupils under the Board's care.
- (b) The Board shall provide adequate insurance against any liability for claims, which may arise from the administration of medication.

#### ARTICLE 26 - ADJUSTMENTS AND TECHNOLOGICAL CHANGE

- 26:01 (a) When the Employer decides to institute a technological change which is related to the duties and functions of an employee or group of employees, the Employer agrees to notify the Union as far as possible in advance of such intention.
- (b) At such time, the Employer will convene a meeting with the Union to discuss the introduction of the technological change, and the foreseeable effects that the change may be expected to have on the working conditions and terms of employment of the employee(s).

- 26:02 (a) In the event that the Employer should introduce new methods and/or equipment which require new or greater skills than are possessed by the employees under the present methods of operation, the Employer will reimburse tuition fees paid by the employees for courses taken provided that:
- i) the course is approved by the Employer.
  - ii) the employee provides proof of tuition fees paid and successful completion of the course. In lieu of the above, the Board may offer training at its expense.
- (b) A seniority employee who is displaced from his/her job by virtue of technological change shall be given the opportunity to displace an employee in accordance with Article 11 provided, however, that such employee shall be given a trial period as per Article 13:01.

#### ARTICLE 27 - TECHNICIAN TRAINING

- 27:01 (a) The Board agrees to establish a Technician Training Committee composed of up to three (3) Board representatives and three (3) Union representatives to be determined by the Union following negotiations.
- (b) The Technician Training Committee shall be funded by \$25,000.00 annually.
- (c) The Technician Training Committee shall make recommendations to the responsible Supervisory Officer for the programs and individuals who should be allotted funding assistance.
- (d) The following classifications are eligible for training funding assistance.
- Hardware Systems Support
  - Information Systems Support
  - Help Desk Specialist
  - Head Hardware Systems Support
  - Software Support Specialist

#### ARTICLE 28 - JOB SHARING

- 28:01 (a) Job sharing requests with respect to full-time positions shall be considered on an individual basis.
- (b) Where two (2) employees wish to job share, they shall make application to the Manager of Human Resources in writing between May 1<sup>st</sup> and July 31<sup>st</sup> in any year for effect in September, if possible.
- 28:02 Only full-time positions shall be considered for job sharing between two (2) employees. The salary, benefits and sick leave shall be pro-rated in accordance with the position's hours of work. Their seniority will accrue on a full-time basis.
- 28:03 Total hours by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees, subject to the approval of the Employer. Should any scheduling discrepancies between the job sharers arise, the decision of the Employer shall be final.

- 28:04 Each job sharer may exchange shifts with her partner.
- 28:05 The job sharers involved will have the right to determine which partner works on scheduled paid holidays.
- 28:06 Posted schedules for the job sharers shall be based on the normal schedule that would apply to a full time employee holding that position. Such schedules shall conform with the scheduling provision of the Collective Agreement. Job sharers shall not be required but may consent to work overtime as per Article 21.
- 28:07 It is expected that both job sharers will cover each other's absences. If, because of unavoidable circumstances, one cannot cover the other, the Supervisor must be notified to book coverage. If one of the members is absent, the remaining member will be given the opportunity, on a voluntary basis, to perform the absent member's work. If the member elects to cover the absence, the employee will be paid for the additional hours worked at straight time up to the normal hours of work.
- 28:08 Vacation, Pregnancy and Parental Leave and other leaves shall be pursuant to the Collective Agreement.
- 28:09 Any incumbent full time employee wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and the selection will be made on the criteria set out in the posting provisions of this Collective Agreement. If no one in the bargaining unit posts for the job sharing position, then the job sharing request will be denied.
- 28:10 If one of the job sharers leave the arrangement, the Job Sharing Agreement ceases.
- 28:11 (a) Either party may discontinue the job sharing arrangement with sixty (60) calendar days notice.
- (b) Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) calendar days to discuss the discontinuation.
- (c) It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
- (d) Any differences that arise will be discussed by the parties with the Union committee and the Union Representative.
- (e) Upon conclusion of the Job Sharing Agreement, the job sharers will revert to their original positions on a full-time basis if he/she was previously full-time, or part-time if he/she was previously part-time.

#### ARTICLE 29 - CO-OP STUDENTS

- 29:01 Both parties recognize the value and importance of co-op education programs. Co-op students may be used provided they are working with bargaining unit employees. The Union shall be notified prior to co-op students being placed and shall not be used to replace bargaining unit employees

### ARTICLE 30 - MILEAGE

30:01 Mileage rates paid to employees using their own automobiles on authorized Employer's business shall be paid per Board policy.

### ARTICLE 31 - LONG SERVICE PAY

31:01 The Board agrees to continue to make the long service payment as set out in the previous collective agreements (Appendix "B") to those employees who had qualified for such payment as of September 1, 1999.

This entitlement shall be limited to employees who were formerly employed by the Windsor Roman Catholic Separate School Board and who have not enrolled in the RRSP Plan.

### ARTICLE 32 - DURATION AND TERMINATION

32:01 This agreement shall become effective September 1st, 2008 and shall continue in effect until August 31, 2012 and shall continue automatically thereafter for annual terms of one (1) year unless either party notifies the other in writing within a period of three (3) months immediately prior to the annual expiration date that it desires to amend or revise this Agreement at its expiration date. Such notice shall, as far as possible, list the subject matter of the proposed amendments, or revisions but the parties shall have the right to alter the said list before and during negotiations.

32:02 If pursuant to such negotiations, an agreement is not reached on renewal or amendments of this Agreement or the making of an agreement prior to August 31, 2012, the parties agree to continue this Agreement in operation until a new agreement is signed between the parties or while such bargaining continues. Bargaining shall be deemed to be continuing until:

Either party has notified the other in writing that it considers bargaining to be at an end, and the occurrences of one (1) of the following:

- i) Seven (7) days have elapsed after a conciliation board has reported to the Ministry of Labour, or
- ii) The Ministry of Labour for Ontario has informed the parties that he does not deem it advisable to appoint a conciliation board.

### ARTICLE 33 - HEALTH & SAFETY

33:01 (a) The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act. R.S.O. 1990, and its accompanying regulations as minimum acceptable standards pertaining to:

- i) Joint Health and Safety Committee (s.9 of OHSA)
- ii) Employer Duties (s.25 OHSA)
- iii) Disclosure of Information (ss.26 (1) (c) (d) (e) (f))
- iv) Right to Accompany Inspectors (ss.54 (3))
- v) Right to Refuse Unsafe Work (s.43)

- (b) It is agreed that the Minister's order issued on December 8, 2000, by the Ministry of Labour with respect to the Terms of Reference for multi-workplace Joint Health and Safety Committee shall remain in effect for the life of this agreement. It is understood that these terms of reference satisfy the standards identified in s.9 of the Occupational Health and Safety Act R.S.O. (1990).
- (c) The Board agrees to make all reasonable provisions for the health and safety of all employees during working hours.
- (d) The Union shall select a Health and Safety Representative to be a member of the Board's Joint Health and Safety Committee made up of representatives from employee groups.
- (e) The Employer shall recognize and deal with the Joint Health and Safety Committee on matters relating to the Occupational Health and Safety Act.

33:02      **Education and Training**

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and instruction.

33:03      **National Day of Mourning**

Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

33:04      **Access to the Workplace**

Union Health and Safety Representative shall be provided access to the workplace for inspecting or investigating the workplace should a serious injury or fatality occur to a bargaining unit member.

## LETTER OF AGREEMENT

The Board shall offer, within the bargaining unit.

Elementary School Secretary Hours: The parties agree to establish a joint committee of equal representation from the Union and the Employer for the purpose of reviewing the addition of the proposed hours to the Elementary School Secretaries, with the objective of creating the maximum number of full time positions from the hours available. It is understood a full time position may include duties at more than one school within the elementary system.

## LETTER OF AGREEMENT – Elementary Secretary Staffing

The Board will not use the current formula to reduce staffing allocations for the 2008-09 school year.

Schools entitled to an increase under the current formula will receive an increase no later than December 8, 2008.

Effective September 1, 2009 the Board will add 3 FTE elementary secretary positions over and above the PDT enhancements.

Successful bidders shall be centrally deployed by the Human Resources Department to provide extra resources to meet needs at school as they arise and as verified by Human Resources.

## LETTER OF UNDERSTANDING – Lieu Time for Elementary Secretaries

The Board will issue a numbered memo to Principals that lieu time can be given up to 10 hours at a time designated by the Principal, which must be given to the employee in that school year in which it was earned. Unused lieu time currently owed from a previous school year must be taken by December 31, 2009.

LETTER OF UNDERSTANDING Re: Modified Work\Accommodation

The Union and the Board agree as follows:

- (a) The Board agrees to make every reasonable effort to provide suitable modified duties or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupations disability.
- (b) Cases of this nature will be reviewed on an individual basis by the Board and the Union, taking into consideration the needs of the business and necessity to provide work assignments which will make a positive productive contribution to the Board 's operation. By mutual agreement between the parties, provisions of this agreement may be amended or waived by letter of understanding to meet the needs of the disabled employee concerned and to modify the duties of a particular position.
- (c) Modified or alternate duties encompass any job, task, function or combination of tasks or functions that an employee who suffers from diminished capacity, temporarily or permanently, may perform.
- (d) In consideration of accommodating a disabled employee, the following shall apply in order listed below:
  - FIRST**, the disabled employee's present position shall be considered for modification;
  - SECOND**, positions within the disabled employee's classification shall be considered;
  - THIRD**, positions within the bargaining unit shall be considered; and
  - FOURTH**, positions outside the bargaining unit shall be considered.
- (e) Any alterations in seniority shall only be considered as a final resort after all other avenues have been duly considered by both parties.
- (f) It shall be the responsibility of the Board and the duly authorized representative of the Union, or their designates, to jointly investigate and find means to accommodate disabled employees.

## LETTERS OF INTENT

### JOINT COMMITTEE RE: BENEFITS

The parties agree to establish a joint committee made up of representatives of the Board and each of the bargaining units to examine the benefit package and to explore options for potential cost savings. This may be a joint committee with the Teacher Federations.

### CONTRACTING OUT

There shall be no contracting out of Bargaining unit work to the extent that any Bargaining Unit employee or employees will be laid off or suffer a reduction of normal hours of work or loss of seniority or any other benefit as a result of such contracting out.

### EXCLUDED PERSONS

Persons excluded from the provisions of this Collective Agreement shall not be assigned any duties normally assigned to employees of this Bargaining Unit to the extent that any Bargaining Unit employee or employees will be laid off or suffer a reduction of normal hours of work or loss of seniority or any other benefit as a result of such assignment.

### NO LAY-OFF

All present employees employed within the Bargaining Unit will be employed for their normal number of hours per year considering vacations, holiday and sickness. This Article shall not preclude the Board from making permanent layoffs subject to Article 11:00 of this Agreement. The Board agrees that no employee will be laid off to circumvent the terms of this Agreement.

### SCHOOL CLOSURES

The Board agrees that there will be no lay-offs by reason of school closure.

### JOB SECURITY

While the parties agree from time to time persons excluded from the bargaining unit may perform duties normally performed by bargaining unit employees, no person excluded from the bargaining unit shall perform any duties of the bargaining unit employees on a regular basis except on written agreement between the parties or in conformance with past practice.



Appendix "A"  
**Retirement Gratuity Payments**  
**for Employees Employed Pre September 1, 1999**

**Former Windsor Roman Catholic Separate School Board**  
**SEIU Local 210**  
**Office & Clerical**

Entitlement is 50% of the value of unused sick leave reserve or six (6) months salary, whichever is lesser and shall be paid to the employee, his heirs, administrators or assigns at the salary in effect at the time of severance.

1. Upon death of employee
2. Upon normal retirement at age 65
3. Upon retirement between 62 and 65
4. Upon termination of employment for reason other than discharge, according to the following schedule:
  - i 4 years of continuous service - 20% of entitlement
  - ii 5 years of continuous service - 50% of entitlement
  - iii 6 years of continuous service - 60% of entitlement
  - iv 7 years of continuous service - 70% of entitlement
  - v 8 years of continuous service - 80% of entitlement
  - vi 9 years of continuous service - 90% of entitlement
  - vii 10 years of continuous service - 100% of entitlement

**Former Windsor Roman Catholic Separate School Board**  
**SEIU Local 210**  
**School Secretaries**

Upon termination of employment for reasons other than discharge a proportion of said entitlement as follows:

- 5 years of service or more - 30% of entitlement
- 6 years of service or more - 40% of entitlement
- 7 years of service or more - 50% of entitlement
- 8 years of service or more - 60% of entitlement
- 9 years of service or more - 70% of entitlement
- 10 years of service or more - 80% of entitlement
- 11 years of service or more - 90% of entitlement
- 12 years of service or more - 100% of entitlement

**Former Windsor Roman Catholic Separate School Board  
OPSEU Local 143**

Upon termination of employment for reasons other than discharge a proportion of said entitlement as follows:

- 5 years of service or more - 30% of entitlement
- 6 years of service or more - 40% of entitlement
- 7 years of service or more - 50% of entitlement
- 8 years of service or more - 60% of entitlement
- 9 years of service or more - 70% of entitlement
- 10 years of service or more - 80% of entitlement
- 11 years of service or more - 90% of entitlement
- 12 years of service or more - 100% of entitlement

**Former Essex County Roman Catholic Separate School Board  
CUPE Local 1358.1  
Clerical, Computer Services, Educational Support Groups**

The Clerical group employees covered by this agreement, who were last hired by the Board prior to January 1, 1978 shall be entitled to and shall receive, from the Board, a payment equal to 50% of their unused accumulated sick leave and this shall be paid in full and complete settlement of any and all such accumulation of sick leave to an employee's credit.

1. Upon retirement of an employee on or after age 65 or
2. Upon the death of an employee (in this case the employee's beneficiary or estate shall receive the cash benefit), or
3. Upon the termination of employment other than discharge for cause.

## **Appendix "B"**

### **Long Service Payments for Employees Employed Pre September 1, 1999**

**Former Windsor Roman Catholic Separate School Board  
SEIU Local 210  
Office & Clerical**

and

**Former Windsor Roman Catholic Separate School Board  
OPSEU Local 143**

The Board shall pay Long Service Pay to every employee within the Bargaining Unit on the first payday after June 1 (Anniversary date between January 1 and June 30) and on December 1 (Anniversary date between July 1 and December 31) of each year, based upon continuous service as follows:

Upon completion of five (5) years of service as of June 30 or December 31, as applicable, of each year and less than ten (10) years of service - \$70.00 annually

Upon completion of ten (10) years of service as of June 30 or December 31, as applicable, of each year and less than fifteen (15) years of service - \$130.00 annually

Upon completion of fifteen (15) years of service as of June 30 or December 31, as applicable, of each year and less than twenty (20) years of service - \$190.00 annually

Upon completion of twenty (20) years of service as of June 30 or December 31, as applicable, of each year and less than twenty-five (25) years of service \$250.00 annually

Upon completion of twenty-five (25) years of service as of June 30 or December 31, as applicable, of each year and over - \$310.00 annually

**Former Windsor Roman Catholic Separate School Board  
SEIU LOCAL 210  
School Secretaries**

The Board agrees to pay a long service pay which will be paid to employees on the following basis:

After five (5) years continuous service on or before December 1<sup>st</sup> of each year payable at sixty dollars (\$60.00) every year on the pay day closest to the fifteenth of December.

After ten (10) years continuous service on or before December 1<sup>st</sup> of each year payable at one Hundred and twenty Dollars (\$120.00) every year on the pay day closest to the fifteenth of December.

After fifteen (15) years continuous service on or before December 1<sup>st</sup> of each year payable at one hundred and eighty dollars (\$180.00) every year on the pay day closest to the fifteenth of December.

After twenty (20) years continuous service on or before December 1<sup>st</sup> of each year payable at two hundred and forty dollars (\$240.00) every year on the pay day closest to the fifteenth of December.

After twenty-five (25) years continuous service on or before December 1<sup>st</sup> of each year payable at three hundred dollars (\$300.00) every year on the pay day closest to the fifteenth of December.

## LETTER OF UNDERSTANDING

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 funding for Office Support Staff in elementary schools through the elementary component of the School Foundation Grant; WHEREAS the Government will require that this funding enhancement be used, in 2009-10 in the manner described below;

Subject to the above, 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 2008-2009 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 100 students have an Office Staff person working 35 hours/week; and/or hire additional unionized Board-employment Elementary School Office Support Staff in 2009/10.

## LETTER OF UNDERSTANDING

### Enhancements Arising from Other Office Support Staff Workers PDT Agreements

The Government has made a commitment that School boards and Local Unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and the CAW Employees have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

### LETTER OF UNDERSTANDING – Benefits Committee

In accordance with the PDT Agreement, all current group benefits coverage levels, provisions and practices, shall remain status quo for the 2008-2012 collective agreement, subject to any enhancement as a result of application of the bargaining unit's share of the discretionary funds provided under the PDT.

The parties shall meet by January 15, 2010, and the Union will identify the manner in which the bargaining unit wishes to utilize said monies for the purpose of benefit enhancements effective September 1, 2010. The Board shall share the financial analysis and calculations of this allocation with the bargaining unit.

The parties shall create a committee with two (2) representatives appointed by the Union and two (2) appointed by Management to deal with this issue.

### LETTER OF AGREEMENT – Joint Professional Development Committee

An Ad Hoc Professional Development Committee with representation from Management and CAW Local 2458 shall be established. CAW Local 2458 is recognized as an equal participant in the Professional Development Committee. It is agreed that this Committee will meet within 30 days of ratification to review professional development issues and make decisions for upcoming professional development opportunities for members during the 2008-2009 and 2009-2010 school year.

### LETTER OF UNDERSTANDING

The Windsor-Essex Catholic District School Board and the CAW Local 2458 are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

This Letter of Understanding shall not be considered as part of the collective agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.

IN WITNESS whereof the Parties have caused this Collective Agreement to be executed by their duty authorized representatives this 22<sup>nd</sup> day of November 2008.

**FOR THE WINDSOR-ESSEX  
CATHOLIC DISTRICT SCHOOL  
BOARD**

**FOR THE CAW-CANADA  
LOCAL 2458**

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