



*Peterborough Victoria
Northumberland and Clarington
Catholic District School Board*

COLLECTIVE AGREEMENT

between the

**PETERBOROUGH VICTORIA NORTHUMBERLAND & CLARINGTON
CATHOLIC DISTRICT SCHOOL BOARD**

(hereinafter called “the Board”)

OF THE FIRST PART

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1453**

(hereinafter called “the Union”)

OF THE SECOND PART

EFFECTIVE FROM

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

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PREAMBLE

The Peterborough, Victoria, Northumberland and Clarington Catholic District School Board and the Canadian Union of Public Employees and its Local 1453, are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

ARTICLE 1 – RECOGNITION / SCOPE / DEFINITIONS

ARTICLE 1.01

This Collective Agreement shall apply to all employees of the Board, save and except supervisors, persons above the rank of supervisors, one (1) confidential secretary, one (1) executive assistant, administrative assistants to supervisory officers, one (1) administrative assistant to the director's office, Human Resource Services staff, financial analyst, financial officer and teachers as defined by the Teachers' Profession Act.

ARTICLE 1.02

The Board recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Board in the bargaining unit defined above.

ARTICLE 1.03

No employee whose regular job is not in the bargaining unit shall perform work which is normally and exclusively performed by the employees in the bargaining unit, save and except for purpose of instruction, experimenting, self-familiarization, or when an employee who would normally perform the work is not readily available.

ARTICLE 1.04 TECHNOLOGICAL CHANGE

When the Board introduces technological changes which require additional skills of staff, an employee shall agree to be trained and the Board shall agree to pay for training it authorizes. Notwithstanding Article 15, if training extends beyond the normal hours of work, the employee will be paid in accordance with Article 15 (Overtime) for all such hours or, with mutual agreement, he shall be granted time-in-lieu of payment to be scheduled when the employee is not replaced.

An employee who does not acquire the additional skills will be reassigned to another vacant position for which he has the abilities and qualifications to perform. If not such vacancy exists, he may displace the most junior employee in another job category for which he has the abilities and qualifications to perform. The displaced employee shall then exercise his/her seniority in accordance with Article 13.

The employer further agrees to give the Union as much advance notice as possible when technological changes are to be implemented.

ARTICLE 1 – RECOGNITION / SCOPE / DEFINITIONS

ARTICLE 1.05

1. Wherever the singular or the masculine is used in this agreement it shall be considered as if the plural or the feminine has been used where the context of the agreement so requires.
2. Where the expression “Board” is used, it is understood that any authority in question may be exercised by the Director of Education or the designate.

3. GEOGRAPHIC AREAS

- A. Peterborough City and County
- B. Northumberland County
- C. City of Kawartha Lakes
- D. Municipality of Clarington

ARTICLE 1.06

Persons employed on a temporary basis to replace regular employees as a result of sickness, an accident, an approved leave of absence or to work on Federal or Provincial Local Initiative Programs, will not be covered by this Collective Agreement. If such an employee is still employed upon completion of two (2) months, the Union will then be notified of the reason.

ARTICLE 1.07 – CONTRACTING OUT

No employee shall suffer any loss of work as a result of the contracting-out of bargaining unit work. In the event that the Employer issues a request for proposals for the contracting-out of bargaining unit work, the Union will be informed and provided with an opportunity to present a proposal for the retention of that work.

ARTICLE 2 – RESERVATION OF MANAGEMENT FUNCTIONS

ARTICLE 2.01

The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive right and function of the Board to:

- a. maintain order, discipline and efficiency and to make, alter and enforce rules and regulations to be observed by employees
- b. hire, retire, classify, direct, transfer, promote, demote, lay off, discipline, suspend or discharge employees, provided that a claim of discriminatory demotion,

ARTICLE 2 – RESERVATION OF MANAGEMENT FUNCTIONS

ARTICLE 2.01 CON'T

discipline or suspension, or a claim that an employee has been discharged without just cause may be subject of a grievance and be dealt with as hereinafter provided;

- c. generally to manage the services and operations in which the Board is engaged and, without restricting the generality of the foregoing, to retain all residual rights of the management, to determine the number and locations of establishments, to determine the work to be performed, and the scheduling of such work, and the methods and work procedures to be followed.

ARTICLE 3 – NO DISCRIMINATION OR COERCION

ARTICLE 3.01

No discrimination, intimidation or coercion will be practiced or permitted by either the Board or the Union or any of their officers or representatives against any employee by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor as defined by the Ontario Human Rights Code or by reason of his/her membership or activity in the Union, or by reason of his/her lack of membership or activity in the Union.

ARTICLE 4 – UNION SECURITY

ARTICLE 4.01

The Board shall deduct each month from the pay of each employee with seniority, an amount equal to the regular monthly Union dues except from an employee on lay off (i.e. 10 month employees) or an employee on an approved unpaid leave of absence.

ARTICLE 4.02

All sums deducted pursuant to Section 4.01 will be remitted to the Treasurer of the Local Union not later than the 15th day of the month following, accompanied by a list of employees in respect of whom deductions have been made. A copy of the list of employees in respect of whom deductions have been made will also be sent to the Treasurer of the National Union by the Treasurer of Local 1453.

ARTICLE 4.03

The Union will save the Board harmless in respect of any deductions or remittances made pursuant to this Article.

ARTICLE 4 – UNION SECURITY

ARTICLE 4.04

The Board will acquaint new employees with the fact that the Union is the collective bargaining agent and that there is a Collective Agreement in effect.

The Board will provide each new employee with the Union's 'new member' kit, subject to the Board's approval of the content thereof.

ARTICLE 4.05

All correspondence between the parties arising out of this Collective Agreement, or incidental thereto shall pass to and from the Manager of Human Resource Services for the Board and the Recording Secretary of Local 1453.

ARTICLE 4.06

Unless agreed to by the parties to this Agreement, no bargaining unit work will be done under the auspices of an "Ontario Works" (workfare) or similar program.

ARTICLE 4.07

The Board shall provide the Union with lists of members of Local 1453, their addresses and telephone numbers and work locations each August and each June.

ARTICLE 5 – UNION REPRESENTATION

ARTICLE 5.01

The Board acknowledges the right of the Union to appoint or otherwise form a committee of eight (8) employees. It is understood and agreed that representatives of the Board will not be called upon to meet with more than three (3) members of the committee during regular working hours if, in the opinion of the Manager of Human Resource Services, the operations of the Board would thereby be seriously affected. The Board will compensate member(s) of the committee for time lost while attending meetings called by representatives of the Board during regular working hours.

ARTICLE 5.02

A probationary employee shall not be eligible to be a committee member.

ARTICLE 5.03

The Union agrees to supply the Board with a current list of committee personnel.

ARTICLE 5 – UNION REPRESENTATION

ARTICLE 5.04

The Board agrees with the rights of the Union to have a representative of the Canadian Union of Public Employees in negotiations with the Board and at the second step of the Grievance Procedure.

ARTICLE 5.05

The Employer agrees to recognize a Union Bargaining Committee of no more than 6 employees in addition to the Local President and the Union's National Representative. Committee members shall suffer no loss of wages or benefits for time spent in negotiations with the Employer up to and including the termination of Conciliation.

ARTICLE 5.06

Authorized representatives of C.U.P.E. Local 1453 shall not have wages, benefits or personal leave deducted for absences to conduct union business. The Board will invoice the Union for one hundred percent (100%) of the costs of any days taken. A mutually agreed upon work schedule will be addressed each August for implementation in September.

ARTICLE 5.07

The Board shall grant the Bargaining Unit up to forty - five (45) days in total per school year for members to attend conferences, conventions and educationals. Upon written request to the Manager of Human Resource Services and with thirty (30) days advance notice, up to five (5) members of the Unit shall be allowed leaves at one time. Wages and benefits shall not be deducted. The Board will invoice the Union for one hundred percent (100%) of the costs.

ARTICLE 5.08

That any elected steward or committee member working nights may attend the monthly Union membership meeting or a Union committee meeting and be replaced for four (4) hours, provided coverage is available. The Board will invoice the Union for one hundred percent (100%) of the costs.

ARTICLE 6 – GRIEVANCE PROCEDURE

ARTICLE 6.01

A grievance may only arise from a dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall, in the first instance, be submitted verbally by an employee to his/her immediate supervisor and if she/he so desires, she/he may have a member of his/her committee accompany her/him.

ARTICLE 6 – GRIEVANCE PROCEDURE

ARTICLE 6.01 CON'T

Failing resolution within one (1) working day, the grievance shall be put forward in writing, signed by the employee, and filed with the Manager of Human Resource Services no more than ten (10) working days following the alleged circumstances wherein the grievance originated or occurred.

Such grievance shall be processed in the following manner:

STEP #1

The employee shall discuss his/her written grievance with such supervisor as is designated by the Manager of Human Resource Services, and he/she will have the assistance of a member of the Union committee in processing such grievance. The supervisor shall reply to the grievance in writing and within five (5) working days. If the reply is not satisfactory to the employee concerned, then he/she may, but only within five (5) working days from the date of the receipt of the reply of the supervisor, invoke Step #2.

STEP #2

The employee shall submit his/her grievance to the Union Committee who may then take the grievance up with the Manager of Human Resource Services and such other representatives of the Board as he/she may determine. Such a meeting shall be held within five (5) working days from the date of the receipt of the grievance by the Manager of Human Resource Services, and his/her reply shall be given to the Union Committee within ten (10) working days of such meeting. Failing a satisfactory settlement of the grievance being reached in the above proceedings, the Union may, but only with ten (10) working days of the receipt of the reply of the Manager of Human Resource Services, give notice in writing to the Board of its intention to refer the dispute to arbitration.

ARTICLE 6.02

It is understood that the Union may file as a grievance, any complaint or allegation that there has been by way of general application, a misinterpretation, violation or non-application of this Agreement at Step #2 provided:

- a. the grievance is filed no later than ten (10) working days following the alleged circumstances giving rise to the grievance; and
- b. the foregoing will not be used to bypass the regular Grievance Procedure, and the Board may refuse to consider any such grievance if the circumstances are such that the matter could have been filed as the grievance of an employee or grievances of more than one (1) employee.

ARTICLE 6 – GRIEVANCE PROCEDURE

ARTICLE 6.03

Any of the time limits mentioned in the Article may be extended by mutual agreement between the parties. If the Board fails to observe any time limit without mutual agreement, the Union may advance the grievance to the next step, including arbitration. If the Union fails to observe any time limit without mutual agreement, the Board may consider the grievance resolved on the basis of its last decision.

ARTICLE 6.04

For the purpose of this Agreement, “working days” shall exclude Saturday’s, Sunday’s and paid holidays.

ARTICLE 6.05

The employment of a probationary employee may be terminated at any time without notice and without recourse to the Grievance Procedure.

ARTICLE 7 – ARBITRATION

ARTICLE 7.01

If a grievance remains unsettled following the appropriate procedures set forth in Article 6, it may be submitted to arbitration provided the request is made by registered mail addressed to the other party to this Collective Agreement, indicating the name and address of its nominee to the Arbitration Board. Within ten (10) days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two arbitrators shall then endeavour to select an impartial chairperson. If the other party fails to appoint an arbitrator within the ten (10) working days, or if the two arbitrators fail to agree upon a chairperson within a further fourteen (14) days, then either party may apply for an appointment under the Ontario Labour Management Arbitration Commission Act.

ARTICLE 7.02

The Board of Arbitration may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.

ARTICLE 7.03

The decision of the majority shall be the decision of the Board of Arbitration, and where there is no majority decision then the decision of the chairperson shall be the decision of the Board of Arbitration.

ARTICLE 7 – ARBITRATION

ARTICLE 7.03 CON'T

The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have any power to change this Collective Agreement or to alter, modify, amend or add to any of its provisions.

The Board of Arbitration may, however, where an employee has been discharged or otherwise disciplined by the Board for cause, substitute such other penalty for the discharge or discipline as the Board of Arbitration deems just and reasonable in all the circumstances.

ARTICLE 7.04

Each of the parties shall pay:

- a. the fees and expenses of the arbitrator it appoints; and
- b. one-half the fees and expenses of the chairperson

ARTICLE 7.05

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 8 – NO STRIKES OR LOCKOUTS

ARTICLE 8.01

In view of the orderly procedure established by this Collective Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work, and the Board agrees that there will be no lockout of employees.

ARTICLE 9 – DISCIPLINE, SUSPENSION AND DISCHARGE

ARTICLE 9.01

Any censure of an employee by the Board, or by any of its representatives, shall be confirmed in writing within five (5) working days thereafter to the employee, with copy to the Recording Secretary of Local 1453.

ARTICLE 9 – DISCIPLINE, SUSPENSION AND DISCHARGE

ARTICLE 9.02

An employee with seniority who is discharged or suspended for more than three (3) working days may file a grievance at Step #2 of the Grievance Procedure, but only within three (3) working days after the commencement of such discharge or suspension. An employee with seniority who is suspended for three (3) working days or less may file a grievance at Step #1 of the Grievance Procedure, but only within three (3) working days after the commencement of such suspension.

ARTICLE 9.03

An employee with seniority who is discharged or suspended shall be given the reason or reasons for the actions in the presence of a member of the Union Committee.

ARTICLE 9.04

Any letter of reprimand, suspension or any other disciplinary action will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other disciplinary action, provided that the employee's record has been discipline free for a twenty-four (24) month period.

ARTICLE 9.05

An employee shall have access during normal business hours to her/his personnel file at the Catholic Education Centre upon prior written request to the Manager of Human Resource Services and in the presence of the Manager or a person designated by the Manager. The written request shall be received by Human Resource Services at least three working days prior to the proposed personnel file review. The employee may request copies of any document contained in this file. The Board reserves the right to apply reasonable charges for copying personnel files.

An employee who questions the accuracy or completeness of information in his or her personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date-stamped and placed in the file upon request.

ARTICLE 10 – SENIORITY

ARTICLE 10.01

Seniority shall be determined by the length of continuous service in positions covered by this Collective Agreement with the Board and any of its predecessors.

The Board shall maintain a seniority list showing each employee's name, hire date, seniority date and job classification.

ARTICLE 10 – SENIORITY

ARTICLE 10.01 CON'T

Effective December 1st, 2008, the seniority date for all new members to the Bargaining Unit shall be established as the date of hire to a permanent position covered by this collective agreement.

Seniority will be maintained but not accrued for up to 1 year if an employee:

- accepts a non-bargaining unit assignment

A member returning to the bargaining unit within the year as defined above, will have a new seniority date sets as follows:

Original date of hire plus period of absence.

ARTICLE 10.02

In November and March of each year, an up-to-date seniority list shall be sent to the Secretary of Local 1453 and posted on the Human Resources Services' intranet site. Any challenge to such list must be filed with the Human Resource Services Department within thirty (30) days of posting.

ARTICLE 10.03

A new employee, including any employee who is re-employed after having lost any seniority rights, shall be employed on a probationary basis for his/her first sixty (60) working days and thereafter, if retained, his/her seniority shall be effective from the date of commencement of his/her employment

ARTICLE 10.04

An employee shall lose his/her seniority standing, have his/her name removed from the seniority list and his/her employment terminated for any of the following reasons:

- a. if the employee quits or resigns;
- b. if the employee is discharged and is not subsequently reinstated;
- c. if the employee is absent without permission or overstays a permitted leave of absence and fails in either case to furnish to the Board an acceptable reason for such absence, or if the employee uses the permitted leave of absence for a reason other than the reason for which it was granted.
- d. If the employee has been laid off for more than twenty-four (24) consecutive months;

ARTICLE 10 – SENIORITY

ARTICLE 10.04 CON'T

- e. If the employee is recalled to an assignment within his job classification and geographical area, following a layoff, and fails to accept the assignment.

ARTICLE 10.05

No employee shall be transferred to a position outside the bargaining unit without his/her consent.

ARTICLE 10.06

An employee on Pregnancy/Parental leave will accumulate seniority in accordance with the Employment Standards Act.

ARTICLE 11 - EDUCATIONAL ASSISTANT II PLACEMENT PROCESS

1. The Board is responsible for allocating Educational Assistant time to each school.
2. A one day staffing placement process will take place at the conclusion of the school year and each December for CUPE members qualified as Educational Assistant II's to apply for permanent vacant /unassigned positions. Educational Assistant II postings will only be available on these two dates.

For the purpose of this placement process, a vacant position is defined as a newly created position, a position available due to retirement, or a position available due to resignation. The Board will endeavour to make such positions known for five (5) working days or more.

3. The Board will pre-assign senior Educational Assistant II's to schools in their geographic area each September. Those who do not receive an assignment will attend the staffing day.

A minimum ten (10) per cent of the known September assignments as of June 25th of the preceding school year will be made available at the staffing day to be held at the conclusion of the school year. Additional positions subject to this process that become known between June 25th and the staffing day shall be identified by the Board and shall be posted and made available at the staffing day.

In order of seniority, CUPE members qualified as Educational Assistant II's who have not received a September assignment from Human Resource Services will be called upon, at the staffing day at the conclusion of the school year, to select their September assignment from the available positions. Upon selecting a position, the staffing process for that Educational Assistant is deemed concluded.

ARTICLE 11 - EDUCATIONAL ASSISTANT II PLACEMENT PROCESS

Additional positions subject to this process shall be identified by the Board after consultation with the Union.

Educational Assistant II's who have received a September assignment by Human Resource Services prior to the staffing day at the conclusion of the school year, must notify Human Resource Services in writing five (5) working days in advance of such staffing day, if they wish to take part in the process.

Educational Assistant II's who are not invited to the June Staffing Day shall be given notice of lay off and shall be placed on a recall. Benefit coverage shall be maintained until September 30th for employees on recall. Educational Assistant II's who do not take an assignment at the June Staffing Day shall be placed on a recall and shall have benefit coverage maintained until September 30th.

Assignments left unfilled following the June Staffing Day shall be filled as follows:

- a. Offered to an EA without an assignment following the Job Fair in order of Seniority. Acceptance of such assignment is deemed to be a recall.

An EA who declines an assignment of equal or greater FTE in their geographic area will be deemed to have forfeited their recall rights and resigned.

- b. Offered to Educational Assistant II's on recall who were not invited to the June Staffing Day in order of seniority. An Educational Assistant II who accepts such an assignment is deemed to be recalled and shall have no interruption to benefit coverage. An Educational Assistant II who declines the recall, regardless of geographical location or FTE, shall be deemed to have forfeited their recall rights and resigned. All benefits will cease the date of resignation.

Vacant positions as per Article 11.02, that become available after the June Staffing Day and before October 1st shall be filled without consideration for geographical location or FTE as follows:

- a. Increased of existing hours to assigned Educational Assistant II's at the school Location if schedules permit.
- b. Assigned to Educational Assistant II's on re-Call

An Educational Assistant II who declines the recall, regardless of geographical location or FTE, shall be deemed to have forfeited their recall rights and resigned.

ARTICLE 11 - EDUCATIONAL ASSISTANT II PLACEMENT PROCESS

New assignments created on or after October 1st are deemed temporary and may be filled by Educational Assistant II's remaining on recall.

4. All CUPE members qualified as Educational Assistant II's will have opportunity to exercise their seniority rights to vie for January positions at the December Staffing day. January positions will include all newly created permanent positions
 - Following the June Staffing Day and Continuing to the end of the School year and
 - positions available due to retirement or resignation occurring after the staffing day at the conclusion of the previous school year and
 - Positions will also include those that become available the day of the staffing process.
5. Qualified CUPE members, holding a position other than that of an Educational Assistant II, must register in writing with Human Resource Services five (5) working days in advance of such staffing process day and provide documentation of the qualifications as per the job description.
6. Newly created positions, and positions available due to retirement or resignation which occur during the school year are deemed temporary until the next staffing day and will be filled by:
 - a) An Educational Assistant whose assignment no longer exists
 - b) A qualified Educational Assistant on layoff
 - c) A casual Educational Assistant

Note: The Board will endeavour to offer the available hours to existing employees at the affected site.
7. Should the permanent assignment of an Educational Assistant II conclude prior to either staffing placement day, benefits and hours of work will continue until the next staffing placement day, provided the employee accepts a temporary assignment in the same geographic area.
8. Article 12, Job Posting, and Article 13, Layoff and Recall, and Article 19.01 (e) Leave of Absence, and Article 1.06 Recognition/Scope/Definition are deemed to have been met and the Educational Assistant II Placement Process is not subject to Article 6, Grievance Procedure.

ARTICLE 12 – JOB POSTING

All postings will be advertised internally prior to being advertised externally except where Board operations may be compromised if there is a delay in filling the vacancy due to a lack of internal applicants. The Board shall give the Union prior written notice of any external postings.

ARTICLE 12.01

- a.** All vacant positions for September for ten (10) month employees shall be posted by June 15 of each year and whenever possible filled by June 30. The intent of this practice is to notify each employee, whenever possible, of his/her September assignment before the end of the school year. An employee applying with the necessary seniority and qualifications shall be awarded the position, subject to Article 12.03.
- b.** All new or vacant permanent positions shall be posted in all work locations for a minimum of five (5) working days during the school year. All positions will be posted on the Board's Web Page. It is understood that any vacancies which must be filled in the interim may be filled by casual employees.
- c.** All new or vacant permanent positions shall be posted within fourteen (14) days after the Employer becomes aware of the opening, but not earlier than thirty (30) calendar days prior to the date the position is to become available or vacant.
- d.** When a position of twenty-four (24) hours per week or less becomes one exceeding twenty-four (24) hours per week the job shall be posted.
- e.** It is understood that combined positions do not constitute a single position for the purpose of job posting as outlined in Article 12.01.
- f.** If an employee who works in excess of twenty-four (24) hours per week has a reduction of hours and remains in that job, such employee will remain in that position if hours are again increased and the job will not be posted.

ARTICLE 12.02

Promotions and transfers to a vacancy for regular employment within the bargaining unit will be based upon the abilities and qualifications of an employee to satisfactorily perform the work involved. As between employees whose abilities and qualifications are relatively equal, seniority will govern.

ARTICLE 12.03

In the event no employee possesses the abilities and qualifications to satisfactorily perform the work involved, the Board may elect, at its discretion, to train an employee or to engage a new employee.

ARTICLE 12 – JOB POSTING

ARTICLE 12.04

- a.** The Board may fill a vacancy temporarily pending the selection of a regular employee for the vacancy.
- b.** All vacancies shall be awarded within fifteen (15) working days following the closing of the posting period.
- c.** The Board shall notify Local 1453 C.U.P.E. in writing of all postings, hiring's, layoffs, recalls, filling of vacancies, new job classifications, transfers, terminations and leaves of absences.

ARTICLE 12.05

An employee who has become incapacitated by reason of injury and is unable to perform his/her regular duties may be employed in other work he can do at a rate of pay commensurate with the duties involved until such time as he is able to satisfactorily perform the duties of his/her original position but, in any event, for a period no longer than until he is eligible for any retirement pension.

ARTICLE 12.06

No custodian will be transferred from one school to another that is seventeen (17) or more kilometres away, for a period of more than twenty (20) consecutive working days, without his/her consent.

If a custodian is being medically accommodated, then the distance will not exceed WSIB legislation.

ARTICLE 12.07

It is understood that no grievance will be filed by any employee or by the Union where a vacancy outside the bargaining unit is not filled by a member of the bargaining unit.

ARTICLE 12.08

A vacancy created by the absence of an ill or disabled employee and known to be extending for sixty (60) days or more may be posted as a temporary vacancy. Where a vacancy is posted, the vacancy created by the successful candidate will be back filled with a casual employee. Such vacancy will be posted or in any event treated as a permanent vacancy at the point in time when the absent Employee receives benefits for two (2) years under the Long Term Disability Plan, Workplace Safety and Insurance Board (W.S.I.B.) Disability Pension, or is receiving W.S.I.B. benefits for a period of two (2) years.

ARTICLE 12 – JOB POSTING

ARTICLE 12.08 CON'T

Where the Board and the Union are satisfied that any employee will not be returning to work because of a permanent disability, the employee's position shall be posted immediately.

Should the employee recover and be capable of performing the job in the classification previously held, the employee shall be entitled to fill any suitable vacancy in that classification available at the time. If a suitable vacancy is not available, the employee shall be entitled to displace the most junior employee in that classification within the geographic area provided the employee has greater seniority.

ARTICLE 12.09

Temporary employees may be employed to assist with temporary peak work loads for periods of up to three (3) consecutive months. The Union shall be notified of such temporary assignments. If the temporary assignment continues beyond three (3) months then it shall be posted in accordance with Article 12, unless the parties agree to an extension beyond three (3) months.

No new permanent employees shall be hired if a bargaining unit employee is laid off and he has the abilities and qualifications to do the work.

ARTICLE 13 – LAYOFFS AND RECALLS

DEFINITION

For the purpose of this Article, a layoff shall be defined as a reduction in the workforce or a reduction in hours from more than twenty-four (24) hours per week in one position to twenty-four (24) hours or less per week or of ten percent (10%) or more in one position or three (3) hours in one position, whichever is less.

ARTICLE 13.01

An employee about to be laid off may displace any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. Employees shall be recalled to the same job category in the same geographic area in order of their seniority.

ARTICLE 13.02

- a.** In the event of an increase in the working force following a layoff, employees will be recalled in order of their seniority standing on the applicable list, provided the employees so recalled are qualified to do the work which is available. No

ARTICLE 13 – LAYOFFS AND RECALLS

ARTICLE 13.02 CON'T

employee will be considered for a second part-time position until all employees on the recall list have been offered a position.

ARTICLE 13.03

An employee shall be given two (2) weeks' notice of layoff. In the event an employee entitled to two (2) weeks' notice does not receive such notice, he will be paid in lieu of work for any part of the two (2) weeks for which work was not made available.

ARTICLE 13.04

It is understood and agreed that Summer, Mid-Winter and Christmas vacations or break periods for ten (10) month employees do not constitute a "reduction in the working force" or a "layoff" within the meaning of this Article.

ARTICLE 13.05

A permanent employee subject to layoff, who has no one to bump, will be placed on the casual list ahead of any existing casual employee

ARTICLE 13.06 – REDEPLOYMENT COMMITTEE

In any situation involving lay-offs, where notice is given under Article 13, the Board and the Union will work together, under the auspices of a Joint Labour/Management Committee, to minimize lay-offs through exploring, identifying and implementing (where feasible) attrition opportunities such as possible early retirements, unpaid leave, job sharing, voluntary lay-offs, etc. The parties will make every effort to find alternatives to lay-off(s).

In this regard, it is understood that the obligation to convene a Redeployment Committee would not normally arise in layoffs related to the EA Placement Process, or lay-offs involving fewer than 5.0 FTE, but would normally arise in any lay-off(s) involving the elimination of a job category.

In the event of notice being given pursuant to Article 13, the Labour Management Committee will meet no later than two (2) weeks after such notice.

ARTICLE 13.07 - BENEFITS ON LAYOFF

Bargaining Unit members on layoff with recall rights may continue to participate in the Group Health Benefits Plan until August 31st following date of layoff. Participation shall be all-inclusive and subject to the employees' premium payments being received by the Board via an electronic pre-authorized payment from his/her financial institution.

ARTICLE 13.07 - BENEFITS ON LAYOFF

ARTICLE 13.07 CON'T

The full cost of the health premiums shall be borne by the employee and administered by the Board.

ARTICLE 14 - HOURS OF WORK

ARTICLE 14.01

The Board does not guarantee to provide work for the regularly assigned hours or for any other hours.

ARTICLE 14.02

The normal hours of work are as follows:

- a.** The Computer Support Technician, Network Support Specialists, Database Administrators, Software Support Specialist(s), Software Support Specialist/Student, Custodian and Maintenance personnel shall be forty (40) hours per week consisting of eight (8) hours within a nine (9) hour period, Monday to Friday inclusive, and shall be worked in accordance with the shift schedules as determined by the Board.

The working day for Secretaries shall be up to eight (8) hours per day, Monday to Friday inclusive. Hours of work will be scheduled by the Board between 7:30 a.m. and 5:00 p.m. Employees should have a continuous lunch break of not less than one-half hour and not more than one hour off without pay.

The normal hours of work for full time Social Workers, Speech and Language Pathologist and Psychometrists will be thirty-five (35) hours per week. The daily hours will be determined to best meet the needs of students with whom the employee is working. The work year will be the school year and up to fifteen (15) days per year. Compensation will be thirty-five (35) hours per week over twelve (12) months and deemed to include any exceptions to the regularly scheduled work week or on-call status. It is understood that these positions are not normally required to work during Christmas, mid-winter or summer recesses save and except the additional fifteen (15) days identified above. Employees in these positions are not covered by Article 15 or Article 17.

- b.** The working day for all other employees shall be up to seven (7) hours per day, Monday to Friday inclusive. Hours of work will be scheduled by the Board between 7:30 a.m. and 5:00 p.m. Different shifts may be posted where required, but shall not have start times earlier than 6:00 a.m. nor end times later than midnight. The parties may agree on anomalous hours of work for specific positions within any classification. Employees should have a continuous lunch break of not less than one-half hour and not more than one hour off without pay.

ARTICLE 14 - HOURS OF WORK

ARTICLE 14.02 CON'T

During the Mid-winter, summer and Christmas Breaks, the working hours for twelve (12) month employees shall be scheduled by mutual agreement.

Effective September 1, 2009 a work week for full-time Educational Assistant shall be thirty (30) hours per week.

Effective September 1, 2011 a work week for full-time Educational Assistants shall be thirty-two and half (32.5) hours per week.

Effective August 31, 2012 a work week for full-time Educational Assistants shall be thirty-five (35) hours per week.

ARTICLE 14.03

Each employee working six (6) hours or more per day in one position shall be permitted a fifteen (15) minute rest period in each of the first and second half of the employee's work day.

Custodial and maintenance staff will receive a five (5) minute wash-up period immediately prior to the lunch period and to quitting time.

Each employee working between five and one half (5½) and six (6) hours per day in one position shall be permitted a fifteen (15) minute rest period in the first half of a normal work day and a ten (10) minute rest period in the second half of a normal work day.

Each employee working more than three (3) hours and fewer than five and one half (5 ½) hours per day in one position shall be allowed one (1) fifteen minute rest period.

ARTICLE 14.04

An employee reporting for work at the commencement of his/her normal work day will, unless previously notified not to report for work, be assured of three (3) hours of work or, at the discretion of the Board, pay in lieu thereof.

ARTICLE 14.05

The normal work year for elementary school secretaries shall be the normal school year plus five (5) days past the end of the school year and commencing five (five) days prior to the start of the school year. Regularly scheduled hours of work will apply.

ARTICLE 15 - OVERTIME

ARTICLE 15.01

Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular hourly wage rate and shall apply to all work performed:

- a. in excess of a normal work day;
- b. on Saturdays;
- c. on a day recognized by this Collective Agreement to be a holiday.

ARTICLE 15.02

Overtime shall be paid for at twice the employee's regular hourly wage rate for all work performed on Sundays.

ARTICLE 15.03 – TIME OFF IN LIEU

Twelve month employees working full time hours in their classification may bank overtime at the applicable overtime rate as per Article 15.01 and 15.02 for each hour worked to a maximum of one regular work week (i.e. 35 hours or 40 hours).

All hours of overtime must be approved by the immediate Supervisor/Principal prior to being worked.

The employee will record any overtime hours they wish to accumulate as banked hours on their time sheet.

The employee must submit a leave request to their immediate Supervisor/Principal at least two weeks prior to the leave day(s) requested. Such time shall be taken at a mutually agreeable time between the employee and their immediate Supervisor/Principal. Banked hours taken will be reflected on the time sheet.

Outstanding banked hours will be automatically paid out:

- a. the last pay in August
- b. when an employee posts to a position in a new job classification or to a position in the same classification with less than full time hours

ARTICLE 15.04

The Board will endeavour to keep overtime to a minimum, and an employee will not be permitted to work overtime except with the prior approval of his/her immediate supervisor.

ARTICLE 15 – OVERTIME

ARTICLE 15.05

- a. An employee who is called in and required to work outside his/her normal working hours shall be paid for a minimum of three (3) hours at overtime rates, save and except where such call-in is immediately prior to his/her normal starting time, in which instance the overtime rate will apply for the hours worked.
- b. Employees required to stay fifteen (15) minutes or more after their normal hours due to no fault of theirs and given last minute notice, will be paid a minimum of one (1) hour at overtime rate. Employees shall respond only when required to do so by the Police or Fire Departments, the School Principal, Superintendent of Business or his/her designate, and also the fire alarm company.
- c. Same Day Excursions
Employees authorized by the Principal to accompany students off Board Property for any reason shall be eligible for overtime at the applicable rate as per Article 15.01.
- d. Overnight Excursions
Employees authorized by the principal to accompany students on an overnight assignment shall be paid sixteen (16) hours at his/her regular rate of pay for each twenty-four hour period beginning with the day of departure. Article 15.01 will not apply.

ARTICLE 15.06

Notwithstanding the foregoing, an employee who is required to conduct a heat and/or security check of a school on a weekend or on a statutory holiday, and is so authorized by his/her immediate supervisor, shall be paid one and one-half (1½) times his/her regular hourly wage rate for a minimum of one and one-half (1½) hours.

ARTICLE 15.07

The Employer will endeavour to distribute custodial overtime on an equitable basis within the school location.

ARTICLE 16 - PAID HOLIDAYS

ARTICLE 16.01

The Board recognizes, for twelve (12) month employees, the following paid holidays:

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

ARTICLE 16 - PAID HOLIDAYS

ARTICLE 16.01 CON'T

And Heritage Day and Remembrance Day when these are observed as school holidays.

FLOATING HOLIDAYS

One (1) of the three (3) additional holidays, to be known as Floating Holidays, may be taken at any time during the year by mutual agreement between the employer and the employee when no replacement is necessary. Two (2) of the floating holidays must be taken over the Christmas Break. There is no provision for payout of floating holidays.

FLOATING HOLIDAYS

ARTICLE 16.02

The Board recognizes, for ten (10) month employees, the following paid holidays:

New Year's Day	Thanksgiving Day	Good Friday	Christmas Day
Easter Monday	Boxing Day	Victoria Day	Family Day

And Heritage Day and Remembrance Day when these are observed as school holidays. Labour Day shall be a paid holiday if an employee is recalled prior to that day. Canada Day shall be a paid holiday if an employee is required to work during the first week of July.

Two (2) additional holidays, to be known as Floating Holidays, must be taken over the Christmas Break. There is no provision for payout of floating holidays.

ARTICLE 16.03

When Christmas Day falls on a Tuesday, the Board may observe Boxing Day on the preceding Monday by mutual agreement with the Union. Failing mutual agreement, it shall be observed on the Wednesday following Christmas Day.

ARTICLE 16.04

Whenever a holiday listed in 16.01 or 16.02, Heritage Day and Remembrance Day excepted, falls on a Saturday or a Sunday, the preceding Friday or following Monday shall be declared the holiday by mutual agreement between the Board and C.U.P.E. Local 1453.

ARTICLE 16.05

An employee who is not required to work on any one (1) of the foregoing holidays, and for which he would otherwise be eligible, shall be paid a sum equivalent to what he

ARTICLE 16 - PAID HOLIDAYS

ARTICLE 16.05 CON'T

would have received had it not been a holiday, provided he works his/her shift on the last scheduled day before and his/her shift on the first scheduled day after such holiday, unless excused by the Board.

ARTICLE 16.06

Part-time employees shall be paid for Public Holidays in accordance with Article 16.02.

ARTICLE 16.07

If any other day is proclaimed as a statutory holiday by the Provincial Government, it will be granted to employees as an additional paid holiday provided that such holiday is a school holiday.

ARTICLE 17 - VACATIONS

ARTICLE 17.01

For purposes of determining an employee's eligibility for vacation and vacation pay, the vacation year shall be from July 1 to June 30 of the following year.

ARTICLE 17.02

Each twelve (12) month employee shall be entitled to an annual vacation with pay as follows:

- a.** An employee with less than one (1) year of service with the Board as of July 1 in any year shall receive a vacation of two (2) weeks, if so requested by the employee, and with pay equivalent to four percent (4%) of his/her earnings, received from the Board during the previous vacation year.
- b.** An employee who has completed one (1) year of service with the Board as of July 1 in any year shall receive a vacation of two (2) weeks with pay equivalent to two (2) full weeks' pay at his/her regular rate or four percent (4%) of his/her earnings, received from the Board during the previous vacation year, whichever is greater.
- c.** An employee, in the calendar year in which his/her fourth (4th) anniversary of employment falls, shall receive a vacation of three (3) weeks with pay equivalent to three (3) full weeks' pay at his/her regular rate or six percent (6%) of his/her earnings, received from the Board during the previous vacation year, whichever is greater.
- d.** An employee, in the calendar year in which his/her ninth (9th) anniversary of employment falls, shall receive a vacation of four (4) weeks with pay equivalent to four (4) full weeks' pay at his/her regular rate of pay or eight percent (8%) of

ARTICLE 17 - VACATIONS

ARTICLE 17.02 CON'T

his/her earnings, received from the Board during the previous vacation year, whichever is greater.

- e. An employee, in the calendar year in which his/her sixteenth (16th) anniversary of employment falls, and each year thereafter, shall receive a vacation of five (5) weeks with pay equivalent to five (5) full weeks' pay at his/her regular rate of pay or ten percent (10%) of his/her earnings, received from the Board during the previous vacation year, whichever is greater.
- f. An employee, in the calendar year in which his/her twenty-fifth (25th) anniversary of employment falls, and each year thereafter, shall receive a vacation of six (6) weeks' pay at his/her regular rate of pay or twelve percent (12%) of his/her earnings received from the Board during the previous vacation year, whichever is greater.

A vacation year for ten (10) month employees shall be equivalent to twelve (12) months' service.

ARTICLE 17.03

1. TWELVE (12) MONTH EMPLOYEES

The Manager of Human Resource Services, or designate, will review twelve (12) month employee requests during April of each year, the matter of scheduling their vacations, and will notify the Union and the employees of the vacation schedule by the following May 1.

The Board will endeavour to accommodate each such twelve (12) month employee as to his/her preference, but as between two (2) or more employees who are qualified to perform the work which may be required by the Board, the senior employee(s) will be given the preference. Employees will be expected to make arrangements with their immediate Supervisor, or in the case of custodians and/or maintenance staff, with the Manager of Plant. Vacation may, at the Supervisor/Manager of Plant's discretion, be scheduled at a time outside of the summer vacation period.

A weeks' vacation pay for any twelve (12) month employee shall be equivalent to the employee's regular weekly earnings.

2. TEN (10) MONTH EMPLOYEES

A weeks' vacation pay for any ten (10) month employee shall be equivalent to the employee's regular weekly earnings. The vacation pay for any ten (10) month employee shall be paid out over the Christmas and Mid-winter breaks in such a

ARTICLE 17 – VACATIONS

ARTICLE 17.03 CON'T

manner as to minimize the reduction in an employee's pay during these periods. Such vacation pay will be paid based upon an employee's annual vacation entitlement. It is to be understood that any adjustments shall be made in the final pay in the following June or at the time of termination, whichever occurs first.

ARTICLE 17.04

In the case of an employee who normally works ten (10) months per year, ten (10) months shall be considered as one (1) year of service.

ARTICLE 17.05

If a holiday as provided for in Article 16, and for which an employee would otherwise be eligible, falls within an employee's vacation period, he will be granted an additional day of vacation with pay as provided for in Article 16.

ARTICLE 17.06

An employee terminating his/her employment at any time prior to his/her vacation shall be paid, as vacation pay, the appropriate percentage of his/her earnings from the previous July 1 based upon his/her service as of that date.

ARTICLE 17.07

An employee who is hospitalized while on vacation because of an illness or an accident may substitute sick leave for the period of his/her vacation during which he was hospitalized. In such an event, the employee's vacation period will be re-scheduled by the Manager of Human Resource Services, and without regard necessarily for the vacation period noted above.

ARTICLE 17.08

Each employee shall receive all monies owing to him, or falling due during the vacation period, on the day preceding commencement of his/her annual vacation provided a written request is received by the Supervisor of Payroll at least twenty-one (21) days prior to the commencement date.

ARTICLE 18 - SICK LEAVE

ARTICLE 18.01

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, quarantined because of exposure to

ARTICLE 18 - SICK LEAVE

ARTICLE 18.01 CON'T

contagious disease or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Board (W.S.I.B.).

ARTICLE 18.02

- a. For the purposes of this Article, "full-time hours" are as identified in Article 14.02 (a) and seven (7) hours for all other employees.
- b. Members of the bargaining unit shall be eligible for sick leave credits of two (2) day(s) per month with pay up to a maximum of twenty-four (24) days per year, and may carry the unused portion of any sick leave from one (1) year to another up to a maximum of two hundred and sixty (260) days.

Each employee scheduled to work less than full-time hours shall be entitled to sick leave credits equal to the ratio of hours worked to full-time hours as a portion of the entitlement set out in this paragraph.

Ten (10) month employees will not be entitled to sick leave credits for July and August.

Employees working less than twelve (12) months may carry the unused portion of any sick leave from one (1) year to another up to a maximum of two hundred (200) days. An individual who has in excess of two hundred (200) days banked as at June 30th, 2006 will continue to accrue to a maximum of two hundred and sixty (260) days.

- c. Sick leave credits referred to in subsections (a) and (b) shall be granted for each complete month in which the employee works for at least half of the regular work days in that month of service.
- d. Sick leave credits referred to in subsections (a) and (b) may be utilized only on days the employee would otherwise have been scheduled to work

ARTICLE 18.03

An employee will produce to the Board such evidence of any illness, accident, etc., as may be required by Board. In any event, the Board shall pay the amount paid to the physician by the employee for such evidence provided proof of payment is submitted by the employee.

ARTICLE 18.04

An employee who retires under the provisions as contained in the Ontario Municipal Employees Retirement System shall be paid a retirement gratuity in an amount equal to

ARTICLE 18 – SICK LEAVE

ARTICLE 18.04 CON'T

fifty percent (50%) of his accumulated sick leave credits at the rate of salary received immediately prior to retirement, and this payment in no event shall exceed one-half (½) of a year's normal salary provided the employee commenced employment with the Board, prior to January 1, 1980.

ARTICLE 18.05

In the event that an employee dies while in the employ of the Board, the Board shall pay to his/her estate an amount equal to fifty percent (50%) of his/her accumulated sick leave credits, if any, on the date of death and this payment in no event shall exceed one-half (½) of a year's normal salary.

ARTICLE 18.06

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work, and returns to work upon expiration of such leave of absence or layoff, he will not receive any sick leave credit for the period of such absence. He will, however, retain his/her accumulative credit, if any, existing at the time of such leave or layoff.

ARTICLE 18.07

Sick Leave accruals will appear on employee pay statements.

ARTICLE 19 - LEAVE OF ABSENCE

ARTICLE 19.01

The Board reserves the right to grant a leave of absence to any employee. Any request for such leave (excluding pregnancy and parental leave) must be submitted in writing to the Manager of Human Resource Services at least thirty (30) days prior to the commencement of the proposed leave.

The following does not apply to a pregnancy/parental leave of up to fifty-two (52) weeks. The following does apply to an extension to a pregnancy/parental leave.

- a. In the situation where an employee is granted a leave of absence of one (1) year or less, the Board is entitled to hire a temporary employee to fill the position of the employee on leave. Such temporary employment shall terminate at the conclusion of the leave of absence.
- b. Upon return from the leave of absence the employee shall return to his/her former position. If that position no longer exists, the employee shall be entitled to be placed

ARTICLE 19 - LEAVE OF ABSENCE

ARTICLE 19.01 CON'T

in a position to which his/her skill, training, knowledge, related work experience, ability and seniority entitle him.

- c. In the situation where an employee is granted a leave of absence of more than one (1) year OR where an extension to an existing leave is granted that extends the leave beyond one (1) year period, the Board shall post that position.
- d. Upon returning from such a leave of absence, the employee is entitled to be placed in a vacant position to which his/her skill, training, knowledge, related work experience, ability and seniority entitle him.
- e. In the situation where an employee is granted a leave of absence of six (6) calendar months or more, the Board shall temporarily replace the absent employee by giving first consideration to members of the bargaining unit, though it retains the right to hire a temporary employee. In either case, he may fill the position for the duration of the absence though such temporary appointment shall terminate at the conclusion of the leave of absence.

ARTICLE 19.02 - UNION/PUBLIC OFFICE

The Union President shall receive full time/part time leave for the conducting of Union Business. A Supervisory Officer, in consultation with the Principal and CUPE President, shall determine the scheduling of the leave in case of a partial leave. The Unit President shall be paid in accordance with the collective agreement plus any allowance which is determined by CUPE. Benefits and seniority will not be affected by this leave. Benefit and benefit plans utilizing salary calculations will exclude the aforementioned allowance. Personal leave shall not be deducted. The Board will invoice the Unit for one hundred (100) per cent of the costs of the leave to be invoiced twice yearly or as otherwise agreed.

An employee who is elected to public office, may be granted leave of absence without loss of seniority for a period of up to one (1) year. Such leave of absence may be renewed upon request of the employee.

ARTICLE 19.03 - BEREAVEMENT

An employee will be granted up to five (5) consecutive working days' leave of absence without loss of pay in the event of the death of a wife, husband, daughter, son, parent; and an employee will be granted up to a maximum of three (3) consecutive working days' leave of absence without loss of pay in the event of the death of a sister, brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law or fiancé/fiancée; and

ARTICLE 19 - LEAVE OF ABSENCE

ARTICLE 19.03 CON'T

An employee will be granted one (1) days' leave of absence without loss of pay in the event of the death of a sister-in-law, brother-in-law, aunt, uncle, niece or nephew provided:

- a. the employee attends the funeral, and,
- b. the employee would otherwise have been scheduled to work on such a day.

An additional two (2) days' travelling time may be granted at the discretion of the Director of Education.

ARTICLE 19.04 - JURY DUTY

The Manager of Human Resource Services will grant leave of absence, to an employee who serves as a juror or is subpoenaed to an appearance in any court and in which the employee has no personal involvement. The Board will pay such an employee the difference between his/her normal earnings and the payment he receives for jury service or, as such, a witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of payment received.

ARTICLE 19.05 – PAID LEAVE

The Manager of Human Resource Services may grant leave of absence to a maximum of two (2) days per school year, without loss of pay, to any employee requesting such leave.

ARTICLE 19.06

Additional leave of absence may be granted to an employee upon request and such request shall be made in writing to the Board.

ARTICLE 19.07 - PREGNANCY LEAVE/ PARENTAL LEAVE

Pregnancy leave/parental leave shall be administered in accordance with the provisions of the current Employment Standards Act.

An employee must give two (2) months' notice in writing of the intended dates of the leave, together with the medical certificate estimating the date of delivery. A request to extend the period of leave shall be submitted at least two (2) weeks prior to the original termination date of the leave.

ARTICLE 19.08 - EMPLOYEE FUNDED LEAVE PLAN

The Board agrees to an Employee Funded Leave Plan which shall permit the employee to take a one year self-funded leave in year (3) three of a THREE (3) year agreement; in

ARTICLE 19 - LEAVE OF ABSENCE

ARTICLE 19.08 CON'T

year four (4) of a FOUR (4) year agreement; or year five (5) of a FIVE (5) year agreement. During his/her years in the funded leave plan, the employee shall agree to be paid by the Board at sixty-six decimal six six percent (66.66%) (for a THREE (3) year agreement) or at seventy-five percent (75%) (for a FOUR (4) year agreement) or at Eighty percent (80%) (for a FIVE (5) year agreement) of the wages paid under the Collective Agreement, subject to the conditions outlined below.

The Employee Funded Leave Plan will be subject to the Canadian Income Tax Act. There shall be no cost to the Board except that the Board shall pay one hundred percent (100%) of the applicable statutory deductions during the leave. Interest paid on trust fund accounts shall be two percent (2%) less than prime calculated and credited on the last day of each month.

The duration of the Agreement and the percentages of salary paid and withheld may be changed with the approval of both parties.

a. ELIGIBILITY

Any employee in the bargaining unit having three (3) years' seniority with the Board is eligible to participate in the Plan in accordance with the conditions set out in this Article.

b. APPLICATION

A written application shall be delivered to the Manager of Human Resource Services not later than the 31st day of March, in which is described the applicant's proposal with respect to a plan of salary hold back and timing of the leave of absence.

c. APPROVAL OR DENIAL

The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or denial shall be delivered to the applicant not later than the 1st day of May following the date of application.

d. DEFINITION

Entry into the Plan shall be effective only with the 1st pay of September, and the duration of a leave of absence under the Plan shall be from the 1st day of September to the last day of August next.

e. BENEFITS

During enrolment in the Employee Funded Leave Plan, the Board's share of the premium costs of all non-mandatory employee benefit and insurance plans shall be limited to the percent applicable to the leave chosen as identified in this Article. There will be no accumulation or utilization of sick leave credits during the period of absence.

ARTICLE 19 - LEAVE OF ABSENCE

ARTICLE 19.09 – QUARANTINE

An employee who has been quarantined by order of the Medical Officer of Health shall not have his absence deducted from sick leave.

ARTICLE 19.10- EDUCATION AND PROFESSIONAL DEVELOPMENT LEAVE

Educational or Professional Development leave may be granted for an employee to attend an accredited course of instruction or event, including a placement, which will better enable an employee to perform his/her job or to qualify for another position with the Employer. In considering all such applications, the Employer may consider whether the event or course of instruction is available at times or on dates which do not conflict with the employee's employment. The Employer may require an employee to present proof of registration or acceptance into the programme or for the event the employee wishes to attend.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

ARTICLE 20.01

The Board will pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee will be provided with an itemized statement of his/her wages and deductions.

ARTICLE 20.02

The pay day for the bi-weekly pay period shall be Thursday. The pay shall be deposited directly in the bank or the credit union of the employee's choice and a statement for each pay will be provided to the employee.

Effective August 1, 2009 employees working less than twelve (12) months per year will be paid their submitted hours, one week in arrears.

ARTICLE 20.03

When an employee temporarily performs the principal duties of a higher paying position for the greater part of any day, he will be paid the rate for the higher paid position.

ARTICLE 20.04

Maintenance personnel may, at the discretion of the Manager of Plant, be assigned to custodial duties, on a temporary basis, at no reduction in pay.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

ARTICLE 20.05

When an employee performs the principal duties of a lower paying position, at his/her own request or as an alternative to his/her being laid off pursuant to the seniority provisions of this Agreement, his/her wage rate will be reduced effective upon the date of his/her transfer.

ARTICLE 20.06

An employee required to work two (2) or more hours overtime in any one day, and not having received one (1) days' prior notice of such overtime, shall be entitled to a meal allowance the amount of which shall be determined by Board Policy, but in no case shall such payment be less than the 2005 Board approved rate.

ARTICLE 20.07

An employee required to work a full shift outside the community to which he is normally assigned shall be entitled to a meal allowance the amount of which shall be determined by Board Policy, but in no case shall such payment be less than the 2005 Board approved rate.

ARTICLE 20.08

All present employees have been classified and the rates of pay established for such classification.

ARTICLE 20.09

In the event that duties of an employee are substantially revised and the employee feels he is incorrectly classified, or in the event a new position is established during the term of this Collective Agreement, the rate of pay for such revised or new classification may, on notice by the Union to the Board, be the subject of negotiations. If the parties are unable to effect a settlement of the issue, the matter may be submitted to arbitration as provided for in Article 7, but the Arbitration Board shall be confined to determining whether the wage rate or rates established by the Board are in direct relationship to the wage rate or rates established by the parties for positions presently covered by this Collective Agreement.

ARTICLE 20.10

- a. Mileage shall be paid in accordance with Board Policy.
- b. Mileage shall be paid at the minimum amount in accordance with Board Policy.
- c. The minimum travel allowance per day shall be increased by the same percentage as applies in Article 20.11 (a).

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

ARTICLE 20.10 CON'T

- d.** No employee shall be required to use his/her vehicle for the transportation of pupils or materials

ARTICLE 20.11 – SHIFT PREMIUM

A shift premium will be paid for an eight hour shift beginning at 11.00 a.m. or later as follows:

Effective 1 September 2008:	\$0.52 per hour
Effective 1 September 2009:	\$0.54 per hour
Effective 1 September 2010:	\$0.56 per hour
Effective 1 September 2011:	\$0.57 per hour

ARTICLE 21 – BENEFITS

ARTICLE 21.01

In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System (OMERS). The Board and the employees will make contributions in accordance with the provision of the OMERS Regulation. An employee shall be subject to retirement at the end of the month in which he attains his/her 65th birthday. Continuation of employment thereafter shall be at the Board's discretion.

ARTICLE 21.02

Employees shall participate in a mutually agreed upon Group Life Insurance Policy, with the Board paying one hundred percent (100%) of the regular monthly premiums. Coverage for employees shall be Basic Group Life at twice the employee's salary and Accidental Death and Dismemberment at twice the employee's annual salary.

ARTICLE 21.03

Any employee who works a total in excess of twenty-four (24) hours per week whether in one position or a combination of positions shall be entitled to applicable benefits in accordance with Article 21, providing such employee has seniority standing.

ARTICLE 21.04

Once an employee has successfully completed his/her probation period, the Board shall pay one hundred percent (100%) of the premiums of the following benefits:

- a. EXTENDED HEALTH CARE**

- Semi-private and private hospital room (no deductible), prescriptions (\$2.00 per prescription deductible), other services (\$10.00 and \$20.00 deductible).

ARTICLE 21 – BENEFITS

ARTICLE 21.04 CON'T

- b. BLUE CROSS DENTAL PLAN NO. 9, or equivalent**, plus: Major Restorative services at eighty percent (80%) co-insurance with a \$5,000.00 per insured per annum maximum; and Orthodontia benefits payable at sixty percent (60%) co-insurance with a maximum of \$1,000.00 per annum and \$2,000.00 per lifetime per insured.

Recall examinations shall be once every nine (9) months for adults and five (5) months for children. Effective August 31, 2008 the Ontario Dental Association rates shall be the 2007 rates.

Effective September 1, 2009, the Ontario Dental Association rates shall be the 2008 rates.

Effective September 1, 2010, the Ontario Dental Association rates shall be the 2009 Rates

Effective September 1, 2011, the Ontario Dental Association rates shall be the 2010 Rates

c. VISION CARE

The Board shall pay 100 percent (100%) of the premium For Vision Care that shall include \$250.00 per adult per 24 months and \$200.00 per child per 12 months.

ARTICLE 21.05

An employee prevented from performing his/her regular work with the Board on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board (W.S.I.B.) as compensable within the meaning of the W.S.I.B. Act, may draw upon his/her sick leave credits the difference between the amount payable by the W.S.I.B. and his/her regular weekly wages.

Every effort shall be made by the Union and Employer, in a co-operative manner, to return injured workers to the workplace.

ARTICLE 21.06

The Board shall maintain a Long Term Disability Plan for eligible employees and pay one hundred percent (100%) of the premium. The benefits from all sources excluding C.P.P. dependent benefits shall not exceed eighty percent (80%) of the individual's pre-disability income. The sources of benefits that must be considered in the all-source income are:

1. Benefits from Workplace Safety and Insurance Board.

ARTICLE 21 – BENEFITS

ARTICLE 21.06 CON'T

2. Earnings from employment.
3. Payments from any other group insurance.
4. Disability or loss-of-time benefits under “no fault” automobile or similar law.
5. Periodic payments under any other government plan or law by any other government agency.
6. Retirement benefits through employment.
7. Periodic disability benefits under Canada Pension Plan or Quebec Pension Plan. The maximum per month is \$3,000.00. The waiting period shall be ninety (90) days or at the expiration of sick leave, whichever is greater. The Long Term Disability Benefit shall contain a cost of living adjustment clause that will provide for an annual increase in the benefit paid based on the Consumer Price Index as published by Statistics Canada, with a maximum of four percent (4%).

ARTICLE 21.07

The Board agrees to pay for all eligible ten (10) month employees who are not employed during the summer vacation, one hundred percent (100%) of the twelve (12) month premiums for those benefits covered in Article 21, with the exception of OMERS.

ARTICLE 21.08

Employees who work twenty-four (24) hours or less per week shall receive fifty percent (50%) of the Board’s share of contributions toward the benefit plans outlined in 21.04 and 21.07 and one hundred percent (100%) of the premiums for 21.02.

Employees who work five (5) hours or less per week shall not be eligible for benefits outlined in 21.02, 21.04, 21.05, 21.06, 21.07 and 21.09.

ARTICLE 21.09

The Board agrees to pay benefit subsidies for all employees on Maternity Leave one hundred percent (100%) of all premiums for those benefits covered in Article 21, with the exception of OMERS.

ARTICLE 21.10

- a. Where legislation permits, the Board shall pay the benefits on behalf of any employee who elects early retirement on pension and where the employee dies, the Board shall continue to pay the benefit costs on behalf of the spouse until the deceased would have reached the natural age of 65.
- b. Effective January 1, 2002, an employee must have ten (10) years of service with the Board to qualify for 21.10(a). An employee with less than ten (10) years may purchase the above benefit coverage through the Board.

ARTICLE 22 - GENERAL CONDITIONS

ARTICLE 22.01

A custodian shall not be responsible for washroom routine or any other supervision of pupils.

ARTICLE 22.02

The removal of snow from the street to the school and from the entrances to the school only, shall be the responsibility of the custodian.

ARTICLE 22.03

- a.** Five (5) shirts (cotton or cotton-blend, one of which may be at the employee's discretion, long sleeved) shall be supplied to each custodian, maintenance and computer technician person and one (1) shall be worn while on duty.
- b.** Each employee covered in the foregoing clause shall be granted, annually, a \$100.00 safety footwear allowance upon presentation of receipt of purchase. Safety footwear must be worn at all times by employees in the forgoing clause.

Should safety footwear be indentified as a requirement for additional assignments, by the Health/Safety and Operations Supervisor, compliance will be mandatory and the allowance will be applicable.

ARTICLE 22.04

Coveralls and smocks shall be supplied to the maintenance department and educational assistants when deemed necessary by their immediate supervisor.

ARTICLE 22.05 – INCLEMENT WEATHER

- a.** No deduction of salary or sick leave credits will occur if weather conditions make it unsafe, in the opinion of the Employee, to reach their assigned school. The Employee shall report to the nearest school within the jurisdiction of this Board if he/she deems it safe to do so.

In the event that the road and/or weather conditions become safe, the Employee shall proceed to his/her assigned worksite.

- b.** In the case of employees who are unable to attend their own or an alternate worksite, there is an obligation to notify their Principal/Supervisor.

In the event that the road and/or weather conditions become safe, the Employee shall proceed to his/her assigned worksite.

ARTICLE 22 - GENERAL CONDITIONS

ARTICLE 22.05 CON'T

If the Principal/Supervisor is satisfied that the above conditions have been met, the Employee will be regarded as being "in attendance". There will be no deduction of salary or sick leave credits.

If the Principal/Supervisor is not satisfied that the above conditions have been met, then the following will apply:

- i) for employees with an accumulation of sick leave, they will be paid and the day will be deducted from their sick leave accumulation, or
- ii) for employees without an accumulation of sick leave, they will not be paid.

ARTICLE 22.06

The Board agrees to consult with the Union in regard to professional development activities planned for employees. Such consultation shall take place as far in advance as is practicable.

ARTICLE 23 - JOINT JOB EVALUATION COMMITTEE

ARTICLE 23.01

The Joint Job Evaluation Committee shall consist of four (4) members with two (2) alternatives with equal representation and participation from both parties.

ARTICLE 23.02 -TERMS OF REFERENCE FOR THE JOINT COMMITTEE

The terms of reference and responsibilities of the Committee shall be as set out in the jointly approved Job Evaluation Manual.

ARTICLE 23 - JOINT JOB EVALUATION COMMITTEE

ARTICLE 23.03 - DOCUMENTS FOR THE COMMITTEE

The Committee shall be supplied with all Job Evaluation documentation, existing job descriptions, job specifications, ratings and evaluation results.

ARTICLE 23.04 - DISAGREEMENT REGARDING JOB EVALUATION

Decisions made by the Committee shall have simple majority vote. In any disagreement concerning the overall Job Evaluation Program, the Union and Management shall each select one (1) additional person to join the Committee, as in Article 23.01. If agreement cannot be reached by the larger Committee, the matter shall be referred to a single

ARTICLE 23 - JOINT JOB EVALUATION COMMITTEE

ARTICLE 23.04 CON'T

arbitrator, who shall be jointly selected by the parties to the Agreement. The power of the arbitrator shall be limited to matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. The arbitrator's fees and expenses shall be determined in advance and shall be borne equally between both parties.

ARTICLE 23.05 - ARBITRATION PROCEDURES

a. ARBITRATION HEARING

The Employer and the Union shall be in attendance at the arbitration hearing. The arbitrator shall have the right to request additional information and to summon other parties as deemed necessary.

b. DOCUMENTS

The documentation provided to the arbitrator shall be restricted to Job Evaluation documents, such as job descriptions, job specifications, the Job Evaluation Manual or other pertinent documents as required.

c. ARBITRATION DECISION

The arbitrator's decision shall be directed to the chairperson of the Joint Job Evaluation Committee who, in turn, shall inform the Employer and the Union.

ARTICLE 23.06 - ATTENDANCE AT MEETINGS

The Employer shall release, without loss of pay or benefits or seniority, the representatives named by the Union to attend sessions of the Joint Job Evaluation Committee.

ARTICLE 23.07 - NO REDUCTION IN WAGES

No employee shall have his/her wages reduced because of any Job Evaluation Program.

ARTICLE 23.08 – IMPLEMENTATION

The date of implementation of the Joint Job Evaluation Program shall be January 1, 1989.

ARTICLE 24 - TERM OF AGREEMENT

ARTICLE 24.01

This Collective Agreement shall be effective as and from September 1, 2008 and shall continue in full force and effect expiring August 31, 2012. It shall continue from year-to-year thereafter unless either party gives the other party notice in writing not more than

ARTICLE 24 - TERM OF AGREEMENT

ARTICLE 24.01 CON'T

three (3) months prior to August 31, 2012 or of any year thereafter, of its desire to terminate or amend this Collective Agreement.

ARTICLE 24.02

Within fifteen (15) working days of receipt of such notice by one (1) party, the parties will enter into negotiations for a renewal or revision of this Agreement.

ARTICLE 24.03

The parties shall thereupon enter into negotiations in good faith and make every reasonable effort to effect a new or revised Collective Agreement.

ARTICLE 24.04

The parties agree that any notice given by one (1) party to the other shall state specifically the revisions requested and the negotiations will be restricted thereto unless the parties otherwise agree.

ARTICLE 24.05

The parties agree to fully adhere to the terms of this Agreement and to the provisions of the Ontario Labour Relations Act, 1970, as amended during the period of collective bargaining.

LETTERS OF INTENT AND UNDERSTANDING

LETTER OF INTENT – CUSTODIAL STAFFING

The Employer and Union will meet within sixty (60) days of ratification to discuss the staffing procedures regarding custodians.

LETTER OF INTENT - LIBRARY SUPPORT SPECIALIST

The Employer and Union will meet within sixty (60) days of ratification to discuss the staffing procedures regarding library support specialists.

LETTER OF UNDERSTANDING – CRIMINAL BACKGROUND CHECK

The CBC shall exhibit convictions only under the Criminal Code of Canada for which a pardon has not been granted. CBC's collected on or before July 31, 2003 and the yearly Offence Declaration shall be placed in a confidential file and shall be available to the Director, one designate of the Director and the individual who is the subject of the CBC. The Board will comply with requirements set out in the *Ontario Municipal Freedom of Information and Protection of Privacy Act*.

LETTER OF UNDERSTANDING GROUP BENEFITS AND OTHER WORKING CONDITIONS

Whereas the Government has indicated its intention, conditional upon approval by the Lieutenant – Governor in Council to increase, commencing in 2010-2011, funding for Group Benefits and Other Working Conditions;

And Whereas the Government will require that this funding enhancement be implemented during the term of the 2008-2012 Collective agreement, and effective on 1 September 2010, the Employer and the Union, in accordance with the Provincial Discussion Table (PDT) agree as follows:

1. The Union's share of the Employer's allocation under this enhancement shall be the ratio of the FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees based on FTE data as reported in Appendix 'H' of the Employer's 2008-2009 Financial Statements as of October 31st.
2. The funding defined in (1) above shall be applied to the Union's Group Benefits Plan to, effective on 1 September 2010, increase vision care coverage and to reduce or eliminate deductibles on the extended healthcare coverage.
3. The Parties shall meet no later than 1 May 2010 to audit the cost of the benefit enhancement specified in (2) above.

LETTER OF UNDERSTANDING GROUP BENEFITS AND OTHER WORKING CONDITIONS CON'T

4. In the event that the actual cost of the enhancement specified in (2) above is less than the amount specified in (1) above, then the difference shall be applied to any other benefit the Union specifies.
5. It is understood and agreed that there shall be no additional cost to the Board related to administering this enhancement(s), including but not limited to those resulting from (4) above.

LETTER OF UNDERSTANDING – MARKET VALUE ADJUSTMENT

The Board agrees to consult with the Union prior to posting any new or vacant position which requires a Market Value Adjustment (MVA). The Board shall share all data related to the position which is derived from a labour market survey which is appropriate to the position. The Board further agrees to revisit positions subject to MVA periodically as agreed to by the Labour Management Committee for the purpose of review and consultation.

A Market Value Adjustment shall be set as a fixed (subject to review) dollar amount and shall not be reduced to compensate for any increases resulting from collective bargaining.

Should a market value allowance survey warrant a reduced allowance during the term of this agreement, incumbents will not be affected.

LETTER OF UNDERSTANDING - PDT

The parties agree that the Board will meet all of its obligations articulated in the Provincial Discussion Table Agreement between the Canadian Union of Public Employees (CUPE) and the Ontario Catholic School Trustee's Association (OCSTA) dated May 27, 2008 and attached herein as an Appendix to this Collective Agreement.

LETTER OF UNDERSTANDING - PDT PROFESSIONAL DEVELOPMENT EXPENDITURES

The Board and the Union have jointly agreed to a philosophy which encourages professional development for all members.

A professional development committee with representatives from Management and CUPE 1453 will be established.

The Parties to this agreement are equal participants in the Joint PDT Professional Development Committee. It is agreed that the Joint PDT Professional Development committee will be established and meet (within 90 days of ratification) to review professional development issues and make recommendations on inservice opportunities for members through the use of the PDT PD funding.

**LETTER OF UNDERSTANDING - PDT PROFESSIONAL DEVELOPMENT
EXPENDITURES CON'T**

Mutually agreed upon items will be forwarded to the appropriate Board officials with a recommendation on timelines for implementation.

WAGES - SCHEDULE "A"

An employee, while on a probationary period of sixty (60) working days, shall be paid at a wage rate of twenty-five cents (\$0.25) per hour less than the hourly rate for the classification.

SIGNED THIS ____ day of _____, 2009 at Peterborough, Ontario.

FOR THE BOARD:

FOR THE UNION:

CUPE - SCHEDULE "A" – HOURLY RATES

JOB TITLE	EFFECTIVE 1-SEP-08	EFFECTIVE 1-SEP-09	EFFECTIVE 1-SEP-10	EFFECTIVE 1-SEP-11
Student Rate	\$9.69	\$9.98	\$10.28	\$10.59
Crossing Guard	\$13.03	\$13.42	\$13.82	\$14.24
Mail Clerk	\$16.58	\$17.08	\$17.59	\$18.12
Smart Find Express - Operator 2	\$16.58	\$17.08	\$17.59	\$18.12
Educational Assistant: Category 1	\$17.20	\$17.72	\$18.25	\$18.80
Attendance Assistant	\$17.20	\$17.72	\$18.25	\$18.80
Information Technology – Data Entry	\$17.20	\$17.72	\$18.25	\$18.80
Receptionist - Catholic Education Centre	\$17.79	\$18.32	\$18.87	\$19.44
Special Equipment Clerk	\$17.79	\$18.32	\$18.87	\$19.44
Custodian	\$19.60	\$20.19	\$20.79	\$21.42
Route Planner	\$19.60	\$20.19	\$20.79	\$21.42
Secretary - Purchasing	\$19.60	\$20.19	\$20.79	\$21.42
Secretary - Curriculum Services	\$19.60	\$20.19	\$20.79	\$21.42
Smart Find Express – Operator 1	\$19.60	\$20.19	\$20.79	\$21.42
Educational Assistant: Alternative Education	\$20.20	\$20.81	\$21.43	\$22.07
Educational Assistant: Category 2	\$20.20	\$20.81	\$21.43	\$22.07
Library Support Specialist	\$20.20	\$20.81	\$21.43	\$22.07
Library Support Specialist – Central Library	\$20.20	\$20.81	\$21.43	\$22.07
Library Support Specialist - Elem (French/English)	\$20.20	\$20.81	\$21.43	\$22.07
Secretary - Student Services	\$20.20	\$20.81	\$21.43	\$22.07
Secretary - Transportation	\$20.20	\$20.81	\$21.43	\$22.07
Secretary - Plant/Maintenance Operations	\$20.20	\$20.81	\$21.43	\$22.07
Educational Assistant – Brailist	\$20.79	\$21.41	\$22.05	\$22.71
Ed Interputer/Tutor for Deaf	\$20.79	\$21.41	\$22.05	\$22.71
Secretary - Elementary	\$20.79	\$21.41	\$22.05	\$22.71
Secretary - Secondary	\$20.79	\$21.41	\$22.05	\$22.71
Head Custodian II	\$20.79	\$21.41	\$22.05	\$22.71
Educational Assistant - Care and Treatment	\$21.39	\$22.03	\$22.69	\$23.37
Educational Assistant - Learning Centre	\$21.39	\$22.03	\$22.69	\$23.37
Secretary - Elementary (French/English)	\$21.39	\$22.03	\$22.69	\$23.37
Accounts Payable/Receivable Clerk	\$21.39	\$22.03	\$22.69	\$23.37
Accounts Payable Clerk	\$21.39	\$22.03	\$22.69	\$23.37
Autism Spectrum Disorder Worker	\$21.39	\$22.03	\$22.69	\$23.37
Maintenance - General	\$21.39	\$22.03	\$22.69	\$23.37
Head Custodian I	\$21.39	\$22.03	\$22.69	\$23.37
Intervenor	\$21.99	\$22.65	\$23.33	\$24.03
Payroll Clerk	\$21.99	\$22.65	\$23.33	\$24.03
Communicative Disorders Assistant	\$21.99	\$22.65	\$23.33	\$24.03

JOB TITLE	EFFECTIVE 1-SEP-08	EFFECTIVE 1-SEP-09	EFFECTIVE 1-SEP-10	EFFECTIVE 1-SEP-11
Child and Youth Worker	\$22.58	\$23.26	\$23.96	\$24.68
Computer Support Technician	\$22.58	\$23.26	\$23.96	\$24.68
Maintenance - General Carpenter	\$22.58	\$23.26	\$23.96	\$24.68
Maintenance - Industrial Woodworker	\$22.58	\$23.26	\$23.96	\$24.68
Maintenance - Preventative Maintenance	\$22.58	\$23.26	\$23.96	\$24.68
Maintenance - Building	\$22.58	\$23.26	\$23.96	\$24.68
Software Support Specialist	\$22.58	\$23.26	\$23.96	\$24.68
Special Equipment Support Technician	\$22.58	\$23.26	\$23.96	\$24.68
Software Support Specialist - Student Administration	\$23.18	\$23.88	\$24.60	\$25.34
Software Support Specialist – Data Collection	\$23.18	\$23.88	\$24.60	\$25.34
Secretary/Computer Graphics Designer	\$23.18	\$23.88	\$24.60	\$25.34
Maintenance - Industrial Electrician	\$23.18	\$23.88	\$24.60	\$25.34
Behaviour Resource	\$23.18	\$23.88	\$24.60	\$25.34
Social Worker	\$24.38	\$25.11	\$25.86	\$26.64
School Attendance Counsellor	\$25.57	\$26.34	\$27.13	\$27.94
Network Support Specialist	\$25.57	\$26.34	\$27.13	\$27.94
Database Administrator	\$25.57	\$26.34	\$27.13	\$27.94
Psychometrist	\$27.38	\$28.20	\$29.05	\$29.92
Speech-Language Pathologist	\$29.17	\$30.05	\$30.95	\$31.88

An employee, while on a probationary period of sixty (60) working days, shall be paid at a wage rate of twenty-five cents (\$.025) per hour less than the hourly rate for the classification.

LETTER OF UNDERSTANDING

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1453
(the "Union")

and

PETERBOROUGH VICTORIA NORTHUMBERLAND & CLARINGTON
CATHOLIC DISTRICT SCHOOL BOARD
(the "Board")

Should the current health tax arrangement be altered by the Government of Ontario in such a manner that employees have to pay premiums for Ontario Health Insurance Plan (OHIP) coverage, then Article 20.02 shall be immediately returned to the Collective Agreement in effect.

Article 20.02

The Board shall pay for one hundred percent (100%) of the Ontario Health Insurance Plan premiums for all present employees with seniority. In the case of an absence for illness of an employee, the Board's contributions will be paid while the employee is absent on sick leave with pay.

SIGNED THIS 31 day of August, 2000, at Peterborough, Ontario

FOR THE BOARD:

[Handwritten signatures for the Board]

FOR THE UNION:

[Handwritten signatures for the Union]