
COLLECTIVE AGREEMENT

Effective March 1992 03 01 to 1995 02 28

between

**THE SAULT STE. MARIE BOARD OF EDUCATION
(hereinafter referred to as the "Board")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 16 REPRESENTING
CLERICAL/TECHNICAL/EDUCATIONAL ASSISTANTS
(hereinafter referred to as the "Union")**

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1.0.0 PURPOSE

1.1.1 The purpose of this agreement is to establish mutually satisfactory relations between the Board and the Union, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

2.0.0 RECOGNITION

2.1.1 The Union is recognized by the Board as the sole bargaining agency in respect to hours of work, wages and working conditions for employees of the Board, classified as clerical, educational assistants, technical employees and couriers, excluding:

i) Personnel covered by other collective agreements with the Board;

ii) Noon Hour Assistants, one (1) hour per day;

iii) Students performing under three (3) hours of work per week per department, per school;

iv) Personnel performing the function of management, including, but not limited to, attendance counsellors, speech therapists, confidential secretaries, supervisors and persons above the rank of supervisor.

2.2.1 Except by mutual agreement or in the case of emergency or for instructional purposes, the employees excluded from the bargaining unit as defined in this article shall not perform work of employees covered by this agreement.

2.3.1 No employee shall be required or permitted to make any written or verbal agreement with the employer or his representative which is contrary to the terms of this Collective Agreement.

3.0.0 NO DISCRIMINATION

3.1.1 The parties agree that they shall not knowingly discriminate or coerce for any reason.

3.2.1 The Union, its members, officers, representative and/or its agents shall not intimidate or coerce any employee of the Board, or conduct union activities at any time on the Board's premises, except as expressly provided herein. There shall be no meetings on Board premises except with permission of the Board.

3.3.1 For the purpose of this Agreement there shall be no discrimination, as defined in the Ontario Human Rights Code.

4.0.0 MANAGEMENT RIGHTS

4.1.1 Except as modified by this agreement and to the extent specifically described in this agreement, all rights and prerogatives of management are retained by the Board and remain exclusively and without limitation within the right of the Board and its administration. Without limiting the generality of the foregoing, the Board's rights shall include:

- 4.1.2 **The right of the Board to hire, direct, promote, demote, classify jobs, transfer, suspend, and lay-off employees and also the right of the Board to discipline or discharge any employee for just cause; provided, however, that a claim by an employee who has acquired seniority that he/she has been discharged, suspended, demoted or disciplined without just cause, or that the Board has exercised any of its other rights contrary to the term of this agreement may be the subject of a grievance and dealt with as hereinafter provided.**
- 4.1.3. **The right of the Board to determine qualifications, duties and responsibilities of positions.**
- 4.2.1. **The Union further recognizes the right of the Board to operate and manage its business in all respects in accordance with its commitments and responsibilities. The methods, processes and means of operation used, the right to decide on the number of employees needed by the Board at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery and tools are solely and exclusively the responsibility of the Board, subject to the terms of this agreement. The Board also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this agreement.**
- 4.3.1 **Any exercise of the above noted rights by the Board that establish a new, changed or modified policy will be communicated to the Recording Secretary of the Union in writing as soon as possible.**

4.4.0 RETIREMENT

4.4.1 Employees shall retire on the last day of the month in which they reach their 65th birthday. Vacation time shall be scheduled prior to the 65th birthday. Employees are encouraged to retire at the earliest date in consideration of the 90 factor pension with O.M.E.R.S.

5.0.0 UNION SECURITY

5.1.1 The Board shall deduct from the pay of each employee covered in 2.1.1 who has been in the continuous employment of the Board in excess of thirty (30) days, the regular dues and assessments as determined by the Union and shall remit the total of such deductions to the Union Treasurer as soon as possible. A list of all employees, from whose wages a deduction has been made, shall be included.

5.2.1 The Secretary-Treasurer of the Union is responsible for informing the Board of the amount of dues and assessments to be deducted from each member's cheque in accordance with the check-off. Notification must be given three (3) weeks prior to the normal pay period when union dues are deducted.

5.3.1 The Recording Secretary of the Union is responsible for keeping the Board informed, in writing, of the names of those elected to specific offices in the Union.

5.4.1 The Board and the Union both recognize that employees of the Board, covered by this agreement, shall be free to join or abstain from joining the Union. They shall be required to pay union dues in accordance with 5.1.1.

5.4.2 On request through the Employee Relations Officer, the Local President or the Group Vice President of the Union shall be provided with a list of employees covered by the bargaining unit. The list will contain the employee's name, work location and mailing address. This request shall not be made more than once in a four month period.

5.5.0 TECHNOLOGICAL CHANGE

5.5.1 Technological change shall be defined as any change in work methods involving the use of new machinery and equipment for the purpose of increasing productivity.

5.5.2 When a technological change is introduced into the workplace that requires additional skills, the Board will provide the employee directly affected by such technological change with a reasonable training period, as suggested by the supplier, to become proficient in the use of the equipment.

5.5.3 An employee who is unable to become proficient in the use of the new equipment as determined by the Board, or whose position is declared redundant or whose hours of work are reduced as a result of technical change, shall be subject to the provisions of article 13.2.2 i) to iii).

5.5.4 An employee who does not have sufficient seniority and qualifications to retain a position with the Board shall, from the date of his/her redundancy, be assigned by the Board to a position without loss of pay as follows:

i) 1 to 5 years seniority - twelve (12) months of protection;

ii) 5 to less than 10 years of seniority - eighteen (18) months of protection;

iii) 10 to less than 15 years of seniority - twenty-four (24) months of protection;

iv) 15 or more years of seniority - thirty (30) months of protection.

5.5.5 If, at the end of the protection period outlined in 5.5.4, the employee has not posted into a regular position, he/she will be laid off in accordance with article 13.2.2 iv).

6.0.0 COMMITTEES

6.1.1 Grievance Committee

The Board agrees to meet with up to three (3) members of the Grievance Committee plus an elected officer of the Union.

6.2.1 Negotiating Committee

The Board acknowledges the right of the Union to select a Negotiating Committee of not more than four (4) employees plus an officer of the Union and will recognize said Committee for negotiating purposes during the term of this Agreement.

6.2.2 In the event that the Board agrees to conduct normal negotiations with the Union during working hours or if a meeting is convened by a third party during working hours, there will be no loss of pay to three (3) employees of the Negotiating Committee. Not more than one (1) employee from each school or department shall be a member of the Negotiating Committee.

6.2.3 - Joint Job Evaluation Committee

The Board acknowledges the right of the Union to appoint a job evaluation committee of not more than three (3) members. Any meeting between the committee and the Board shall be at no cost to the Board.

6.2.4 - Modified Work Committee

The Board and the Union agree that an employee who has been off work due to injury, accident or illness, resulting in temporary or permanent impairment or handicap, should be returned to active employment as quickly as possible based on medical feasibility and/or restrictions.

The parties agree to a joint modified work committee for the purpose of seeking union input, when required, on matters pertaining to an employee's return to work.

6.3.1 Health and Safety Committee

The Parties acknowledge the formation of a Joint Health and Safety Committee for the purpose of maintaining a safe work place for all employees, and in accordance with the Occupational Health and Safety Act of Ontario.

6.4.1. Stewards

The Board acknowledges the right of the Union to appoint not more than one (1) steward representing Program Assistants/Special Education Assistants /DSW's; one (1) steward representing Education Centre/Plant Department staff; one (1) steward representing elementary secretaries and one (1) steward representing secondary secretaries.

6.4.2 The Union agrees to keep the Board informed of the names of such stewards.

6.4.3 The Union agrees that a Steward shall not conduct any Union business on Board premises other than that for which permission has been granted by the Manager, Employee Relations, or designate.

7.0.0 GRIEVANCE PROCEDURE

7.1.1 A grievance is a formal complaint with regard to the interpretation, application, or alleged violation of the Collective Agreement. It is the mutual desire of the parties that complaints or grievances shall be addressed as promptly as possible.

7.2.1 The Union Grievance Committee of three (3) shall have the right, with permission from the Human Resources Department as to time and place, to visit the work area during their investigation of a complaint.

7.3.1 All grievances and answers shall be in writing. Communications and meeting arrangements shall be made through the Manager of Employee Relations and Union Grievance Committee Chairperson. Where deemed advisable communications shall be delivered by hand.

7.4.1 Step 1

- i) Complaining employee shall meet with the immediate supervisor within ten (10) working days of the origin of the complaint.**
- ii) A Union officer and the Manager of Employee Relations may be present.**
- iii) Unresolved complaints become grievances and may be submitted to Step 2 within five (5) working days of the meeting in Step 1 (i).**

7.4.2 Step 2

- i) The Superintendent of Human Resources shall meet with the Union Grievance Committee within five (5) working days of receipt of the written grievance.**
- ii) Results of this meeting shall be communicated in writing within five (5) working days of the meeting.**
- iii) Failure of the Board to communicate, or the parties to settle, the grievance may be submitted to Step 3 within ten (10) working days of the meeting.**

7.4.3. Step 3

i) The Board Trustee Committee shall meet with the Union Grievance Committee within eight (8) working days of receipt of a written request from the Union.

ii) Results of this meeting shall be communicated to the Union in writing within six (6) working days of the meeting.

iii) Failure of the Board to communicate, or the parties to settle, the grievance may be submitted to arbitration within sixty (60) days of meeting.

7.5.1 It is mutually agreed that the Board may make a complaint or grievance in regard to the conduct of the Union, its officers, committee members, or any employee covered by this agreement, and if such complaint or grievance is not settled, then the Grievance Procedure outlined in 7.1.1 will apply.

7.6.1 The immediate supervisor shall grant time off without loss of pay during hours of work, for not more than three (3) members of the Grievance Committee plus the grievor, when meetings with the Board require absence from regular employment.

7.7.0 POLICY GRIEVANCE

7.7.1 Differences of a general nature arising between the parties regarding interpretation, application or alleged violation, may be submitted in writing at Step 2 of the Grievance Procedure within sixty (60) days of the origination of such differences.

7.8.1 The Union's National Representative may be present at the request of either party beyond Step 1.

- 7.9.1 **Complaint and grievance time limits will be enforced. Waiving of time limits at any time will require mutual consent. If the time limits and any mutually agreed upon extensions are not observed by either party, the grievance will be considered as dropped. Notwithstanding the above, an Arbitration Board shall have the right to waive any violated time limits as it deems desirable.**

- 7.10.1 **Failure of the Board or the Union to process a grievance to the next step in the grievance procedure shall not be deemed to have prejudiced any future similar grievance.**

- 8.0.0 **ARBITRATION**

- 8.1.1. **After exhausting any Grievance Procedure established in this agreement, either party may refer the matter to arbitration as provided in the Ontario Labour Relations Act..**

- 8.2.1. **The decision of an Arbitrator or an Arbitration Board shall not alter, modify or amend any part of this Agreement.**

- 8.3.1 **Each of the parties shall bear the expense of its nominee on the Arbitration Board, and the parties shall share equally the remuneration and expenses of the chairperson.**

- 8.4.1. **The arbitration authority shall not alter, modify, or amend any part of this Collective Agreement or make any decision inconsistent with the provisions herein. Notwithstanding, the arbitration authority shall have the right to discipline penalties according to just and equitable principles.**

9.0.0 NO STRIKES OR LOCKOUTS

9.1.1 There shall be no strikes, work stoppages or lockouts so long as this agreement continues to operate under the Ontario Labour Relations Act.

10.0.0 EMPLOYEE DEFINITION

10.1.1 Full Time Employee

i) has been appointed to a position of ten (10) months, twelve (12) months or school teaching days only (including professional activity days), and

ii) has successfully completed a probationary period, and

iii) works regularly thirty-five (35) hours per week.

10.2.1 Part Time Employee

i) has been appointed to a position by the Board, and

ii) has successfully completed a probationary period, and

iii) works regularly less than seven (7) hours per day.

- 10.3.1 **Casual Employee**
works as required by the Board:
- i) to replace full or part time employees, or
 - ii) to work occasionally as required, for a period not to exceed one calendar year, or
 - iii) for special projects which could extend beyond one year. The Board agrees to advise the Union in writing of the anticipated duration of any special projects which will exceed one year in duration.
- 10.3.2 Time worked by casual employees shall not lessen the work week of regular full or part time employees. Time worked shall not apply toward probationary period as provided for in Article 11.2.1.
- 10.3.3. Effective the date of signing of the 1984-85 agreement (1984 04 12) time worked by a casual employee shall be accumulated and credited to the employee following appointment to a full or part time position.
- 11.0.0 **PROBATION FOR NEW EMPLOYEES**
- 11.1.1 The Board reserves the right to require a medical certificate for new employees before an appointment is made.
- 11.2.1 All newly appointed employees should serve an uninterrupted probationary period of sixty-five (65) days worked from date of appointment. Where the probationary period is interrupted for a promotion, a new probationary period shall commence.

11.3.1 **Employees, while serving a probationary period, shall be entitled to all rights and benefits under this Collective Agreement. For the purposes of job postings, a probationary employee will continue to use his/her date of hire for promotional purposes, and on successfully completing the probationary period, shall have for seniority purposes, his/her employment dated to the date of appointment to a full time or part time position.**

12.0.0 **SENIORITY**

12.1.1 **Seniority shall mean the length of time from an employee's first date of appointment to a full time or part time position or from their date of re-appointment in accordance with article 13.3.1 (b), and is designed to give each employee, according to his/her seniority, an equitable measure of job opportunity and job security. Seniority shall be maintained and accumulated during:**

i) any period of layoff for a period of (24) twenty-four months;

ii) any appointment by the Board to a non-union position for a period not to exceed twelve (12) months;

iii) any sick leave, L.T.D. or period of W.C.B.;

iv) any leave of absence granted by the Board.

- 12.1.2 **A seniority list for all full and part time employees, as defined in Article 10.1.1 and 10.2.1, shall be prepared by the Board with an effective date of January 1 of each year. Such lists shall be posted on bulletin boards. Copies of seniority lists will be forwarded to the Union President. An employee noting an error in his or her seniority will make it known to the Manager, Employee Relations, or designate, as soon as possible. Any errors recognized by both parties within thirty (30) days of posting will cause new revised lists to be posted by the Board.**

- 12.1.3 **It is agreed and understood that seniority shall not be used to displace employees from present positions, but shall be recognized by the Board in Job Posting and lay off situations.**

- 12.1.4 **The Board will maintain a date of hire list for all casual employees. The list shall be appended to the Seniority List.**

- 12.1.5 **It is agreed and understood that seniority shall not be used to displace employees from present positions, but shall be recognized by the Board in Job Posting and lay off situations.**

13.0.0 LAYOFF/RECALL

13.1.1 Loss of Seniority

An employee shall lose seniority and employment shall be deemed to have terminated under the following conditions, if an employee:

- i) resigns;**
- ii) is discharged, and such discharge is not reversed through the grievance or arbitration procedure;**
- iii) fails after a lay-off to return to work within seven (7) working days from the recall date given in the notice of recall by registered mail unless an extension is granted by the Board or its officials due to an emergency or other pressing reason;**
- iv) is laid off in excess of twenty-four (24) months and has not elected the option for casual work in accordance with article 13.3.1;**
- v) absents oneself from work without a bona fide reason acceptable to the Board;**
- vi) fails to return to work promptly after the expiration of any leave or vacation granted, without a bona fide reason acceptable to the Board.**

13.2.1 **Where there is a reduction in the workforce or a reduction in a full time employee's hours of work or where an employee's position is declared redundant, employees shall have the following options:**

a) exercise their seniority rights to displace another employee in accordance with the provision of 13.2.2 i) through iii) below; or

b) elect to be laid off in accordance with the provisions of 13.2.2 iv) below.

13.2.2 **Where employees elect to exercise their seniority rights to displace another employee, the following process shall apply.**

i) Employees shall be moved within their own classification to a vacant position, if one exists, within the same employment status (same number of hours of work per week. same length of work year; ie., 12 months, 10 months, school days only):

ii) an employee who does not retain a position as provided in i) shall have the option of moving within their own job classification to a position held by an employee with less seniority,

or, provided the employee is qualified, to a position in the same job class held by an employee with less seniority;

iii) an employee who does not retain a position as provided in ii) shall, provided the employee is qualified, have the option of moving to a position held by an employee with less seniority, in another job class in progressive steps;

13.2.2 iv) an employee who does not retain a position as provided in i) to iii) above shall be laid off and shall be given thirty (30) calendar days notice prior to the date of layoff.

13.2.3 An employee relocated according to 13.2.2 i) to iii) shall have the option of returning to any vacancy within their former job classification and employment status, in accordance with seniority, for a period of twenty-four (24) months from the date they were relocated.

The employee must make a decision within twenty-four (24) hours from notification. Refusal to accept the option of returning will cancel any future rights under this clause.

13.3.1 (a) Laid off employees shall have the option for any casual work provided such laid off employee gives notice of his/her desire for casual work within seven working days of the date of layoff. Such laid off employees will be placed on the top of the casual list in seniority order and will be offered casual assignments based on qualifications. Casual work shall be offered as opportunities arise and shall be for the duration of the available opportunity. Seniority shall not be used for placement into preferred opportunities.

(b) A laid off employee who has exercised his/her option for any casual work under 13.3.1 (a) and who is not recalled to a vacancy in accordance with 13.4.1, shall have the option of remaining on the casual list. Should the employee elect to exercise this option, the employee will retain his/her original date of hire and all service accumulated shall be credited upon re-appointment to a position. Seniority shall be credited from the date of re-appointment to a position.

- 13.3.2 **Any laid off employee accepting casual work under article 13.3.1 will not alter their laid off status.**
- 13.4.0 **RECALL**
- 13.4.1 **A laid off employee shall have recall rights to any position for which the employee is qualified for a period of 24 months from the date of layoff. Recall shall be offered in seniority order and shall be offered to laid off employees after the vacancy has been posted and only when no senior qualified applicants applied. Refusal to accept recall to a vacancy for which the laid off employee is qualified shall terminate the employee's recall rights except where the vacancy is at Searchmont, Muntain View, C. O. Somes, Mntreal River, Aweres or R. M. Mbore.**
- 13.5.1 **It shall be the duty of all employees to notify the Board promptly, in writing, of. any change of address or telephone number. If an employee should fail to do this, the Board shall not be responsible for failure of a notice to reach him/her, and any notice sent by the Board by registered mail to the address which appears on the Board's personnel records, shall be deemed conclusively to have been received by the employee or laid off person. Failure by the employee to respond, to a registered letter giving notice of recall, within sixteen (16) calendar days from the date of mailing will be deemed to be a resignation from the Board.**

14.0.0 JOB POSTING

14.1.0 All vacant and newly created positions within the scope of this agreement shall be posted within ten (10) working days, for one week excluding holidays, July and August, during which time present employees shall have the opportunity to submit applications.

14.1.1 When a vacancy occurs and there are employees with rights under article 13.2.3 and/or 13.4.1, the following procedure will apply:

i) An employee with rights under article 13.2.3 will have the option of returning. If the vacancy is not filled then;

ii) The vacancy will be posted for all employees currently holding a full time or part time position. If the vacancy is not filled then;

iii) Employees will be recalled in accordance with article 13.4.1.

14.1.2 One copy of the job posting shall be forwarded to the Union Secretary. An employee who is off work due to illness, vacation, or leave of absence at the time a job is posted shall have the right to apply for such posted job within three (3) days of his/her return to work, but no more than fourteen (14) calendar days from the date on which the job opening was posted.

14.1.3 Information of job postings shall include the following: - the nature of the position, qualifications, education required, hours of work and wage range.

- 14.2.1 **Selection for vacant or newly created positions shall be based on seniority and qualifications being governing factors and providing the employee is able and willing to perform the work. In the event that an application from a senior applicant(s) is rejected, the applicant will be advised in writing of the reason(s) for rejection. The name of the successful applicant shall be made known to the secretary, president and group vice-president of the Local.**
- 14.2.2 **When an employee is appointed to a position in a different classification, he/she may return to his/her former position within five working days of appointment.**
- 14.2.3 **The successful applicant will serve a trial period of thirty (30) working days in the new position. Any absences from work in excess of five consecutive days will extend the trial period by an equivalent length of time. Upon successfully completing a trial period, excluding July and August, notice will be sent to the employee advising of their successful completion of the trial period. If during the trial period it is determined by the Board that the employee is unable to fulfill the requirements of the position, such employee shall revert to his/her former position and any employee affected by the return shall revert to their former position and employment status and shall not be subject to the provisions of article 13.**

14.2.4 In the event that there are no qualified applicants to a job posting, the Board may appoint an applicant who does not possess the required qualifications. Such employee will be given time to become proficient in the new position. If the employee is not able to fulfill the requirements of the new position he/she will return to his/her former position, and any employee affected by the return shall revert to their former position and employment status and shall not be subject to the provisions of article 13.

14.3.1 Where a position has not been declared redundant, a position vacancy occurs and the position shall be posted when an employee:

(i) is appointed to another position;

(ii) is discharged or demoted from a position;

(iii) is on approved absence for a period in excess of twelve (12) months:

(iv) is absent due to illness or Workers' Compensation in excess of twelve(12) months;

(v) resigns from a position.

15.0.0 HOURS OF WORK

15.1.1 The hours of work for employees covered by this agreement shall be:

Munday to Friday, seven (7) hours per day, to be worked between the hours of 07 30 and 17 00.

Lunch period will be

- i) one (1) hour**
- ii) above lunch period may be altered to meet special needs**

15.2.1 Computer Operators - hours of work shall be thirty-five (35) hours per week with Saturday and Sunday off. Shifts shall be between the hours of 08 00 and 17 00, 16 00 to 24 00, and 24 00 to 08 00 hours. The first shift of the week is to be Munday between the hours of 2400 to 0800 hours.

15.3.1 Hours of work for part time employees shall be as required by the Board.

16.0.0 OVERTIME/CALL OUT

16.1.1 When required by the Board to work in excess of seven (7) hours per day or thirty-five (35) hours per week, overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate for hours worked -- this being all hours worked before and after the normal hours of work, as defined in 15.1.1 and 15.2.1.

16.2.1 Employees have the option of equal time off for time worked in excess of seven (7) hours per day or thirty-five (35) hours per week at a time mutually agreed to between the employee and his/her supervisor. In the schools the principal shall be the supervisor for the purposes of this clause,

16.3.1 **When an employee is called from home to work, he/she shall be paid a minimum of three (3) hours call out pay at the regular hourly rate for normal work days, Saturday and Sunday, and four (4) hours minimum call out pay at the regular hourly rate for Recognized Holidays. Remembrance Day for purposes of this clause is not considered a Recognized Holiday.**

17.0.0 **RATE OF PAY**

17.1.1 **Regular Rate - is the rate of pay for the classification in which an employee is presently working according to Schedule A.**

17.2.1 **The parties agree that the Aiken Plan as administered by Peat Marwick Stevenson Kellogg shall be used for the purpose of Joint Job Evaluation.**

17.3.1 **Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of the Aiken Plan.**

17.4.1 **A schedule of progressional rates as defined in Schedule "A" applies to each classification in the respective job class for periods of time as follows:**

- i) **starting rate payable on appointment to a classification;**
- ii) **intermediate rate payable upon completion of six months of service in a classification;**
- iii) **standard rate payable upon completion of one year of service in a classification.**

- 17.5.1 **A list of job titles and job classes of all jobs performed by employees in the bargaining unit is incorporated into this agreement as "Schedule 'A'."**

- 17.6.0 **SHIFT DIFFERENTIAL**
- 17.6.1 **Shift premium of - 20 cents per hour for afternoon shift.
- 50 cents per hour for night shift.**

- 18.0.0 **RELIEVING IN OTHER JOB CLASSES**
- 18.1.1 **Relieving in all job classes must be approved by the Superintendent of Human Resources or his designate.**
- 18.1.2 **If a senior secretary is absent, the secretary with the most seniority in the same school, if requested by the Principal, will assume his/her responsibilities and will be paid according to the wage scale.**

- 19.0.0 **PAY DAY**
- 19.1.1 **Payday shall be every second Thursday. Where a payday falls on a recognized holiday the day prior to the holiday will become payday.**

- 20.0.0 **SICK LEAVE**
- 20.1.1 **'The Board provides the following sick leave plan for all part time and full time employees covered by this agreement. Employees will be notified annually of sick leave accumulation.**

20.1.2 **Each eligible employee shall be entitled to sick leave allowance accumulated at the rate of five (5) days for every three (3) months of employment, to a maximum of twenty (20) days per year, prorated to the hours of the employee's posted position, and prorated to the employment period of the employee's posted position (ie., twelve (12) month, ten (10) month, school days only). No days will be credited to employee on leave of absence.**

20.1.3 **Employees shall receive sick leave from their sick leave accumulation while off work during an illness, physical disability, quarantine or in accordance with article 22.3.1.**

20.1.4 **Sick leave shall be accumulated and recorded in hours to a maximum of 1820 hours (260) days.**

20.1.5 **Office records (Cumulative Sick Leave Plan)**

Any employee may examine his or her credit in the sick leave ledger.

20.2.1 **Transfer of Cumulative Sick Leave Credit**

The Municipal Act and the Education Act provide for the transfer of cumulative sick leave to the credit of an employee who leaves a Board to accept employment with another Board providing both Boards have such a plan in effect.

20.3.1 **Proof of Sickness, Physical Disability or Quarantine**

Absence must be certified by a doctor when it exceeds ten (10) consecutive days. The Board reserves the right to request a certificate from the doctor, named by the Board of Education, regardless of the duration of the illness, where it is considered advisable.

21.0.0 LEAVE OF ABSENCE

21.1.1 Employees elected or appointed as salaried representatives of the Union may be granted a leave of absence without pay and without loss of seniority for a period not to exceed six (6) months. Such leave may be renewed upon request. A written request at least thirty (30) days in advance is to be sent to the Superintendent of Human Resources for consideration. If the leave of absence exceeds one (1) month, the employee shall not accumulate additional sick leave during the entire leave of absence nor will wage increases or vacation credits be applicable during this period.

21.2.1 Three (3) employees, but not from the same school or administration office, if appointed as delegates, may be granted a leave of absence, without pay and without loss of seniority, to attend union conventions, schools or seminars. Permission for each request will not be unreasonably withheld and shall be contingent upon the applicant's workload. Requests will be directed to the Superintendent of Human Resources as soon as possible and confirmed in writing by the Secretary of the Local with a copy to the immediate supervisor.

21.3.1 The elected Group Vice-President and a Job Evaluation Officer of Local 16 from the clerical section may be given a leave of absence, without pay and without loss of seniority, for up to three (3) days upon request for the purposes of administering to the business of the clerical section. Permission for such requests will not be unreasonably withheld and shall be contingent upon the applicant's workload. Request will be directed to the Superintendent of Human Resources as soon as possible and confirmed in writing by the Secretary of the Local with a copy to the immediate supervisor. These leaves shall not exceed a total of fifteen (15) working days for each officer in any school year.

21.4.1 **The elected President of Local 16 may be given a leave of absence, without pay and without loss of seniority, upon request for the purposes of administering to the business of Local 16. Permission for such requests will not be unreasonably withheld and shall be contingent upon the applicant's workload. Requests will be directed to the Superintendent of Human Resources as soon as possible and confirmed in writing by the Secretary of the Local with a copy to the immediate supervisor. These leaves shall not exceed a total of thirty (30) working days in any school year.**

21.5.1 **The Board, through the Superintendent of Human Resources, may grant leave of absence without pay and without loss of seniority up to a maximum of twelve (12) months to an employee requesting such leave for good and sufficient cause. The employee shall not accumulate sick leave during the entire leave of absence nor will wage increases or vacation credits be applicable during this period. The employee is not permitted to engage in any other type of employment during the leave unless such arrangements have been agreed to by the parties.**

Failing to return to work on the appointed day will mean forfeiting the job, unless failure to return to work is due to circumstances beyond the employee's control. Any employee may elect to continue benefit coverage by pre-payment of the benefit premiums for all benefits except L.T.D.

21.5.2 **The Board, through the Superintendent of Human Resources, may grant an educational leave of absence without pay and without loss of seniority up to a maximum of twelve (12) months. The employee shall not accumulate sick leave during the entire leave of absence nor will wage increases or vacation credits be applicable during this period. The employee is not permitted to engage in any other type of employment during the leave unless such arrangements have been agreed to by the parties. Failing to return to work on the appointed day will mean forfeiting the job, unless failure to return to work is due to circumstances beyond the employee's control. An employee may elect to continue benefit coverage by pre-payment of the benefit premiums for all benefits except L.T.D.**

21.6.0 **PREGNANCY/PARENTAL LEAVE**

21.6.1 **Protection During Pregnancy/Parental Leave**

Pregnancy leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy.

21.6.2 Length of Pregnancy/Parental Leave

(a) An employee is entitled to a period up to seventeen (17) weeks without pay for pregnancy leave before and/or after the birth. In addition an employee is entitled to a period up to eighteen (18) weeks without pay for parental leave to care for the newborn or newly adopted child. During the period of the statutory pregnancy/parental leave, the employee shall continue to accrue seniority and the employer shall continue to pay the employers' share of contributions to pension, life insurance, extended health and dental plans, provided the employee continues to make his/her contributions and advises the Board in writing that he/she wishes to continue his/her participation in the plans.

(b) When an employee returns to work following his/her statutory pregnancy/parental leave, the employee shall return to his/her former position. If his/her former position no longer exists, the provisions of article 13.2.2 shall apply.

When an employee decides to return to work after his/her statutory pregnancy/parental leave, she/he shall provide the employer with at least two (2) weeks written notice. If an employee wishes to change his/her date of return to an earlier or later date, the employee shall provide the employer with at least four (4) weeks' written notice.

21.7.1 Extended Pregnancy/Parental Leave

(a) At the written request of the employee, the Board may grant an additional period of leave up to 17 weeks of unpaid pregnancy/parental leave (total pregnancy/parental leave not to exceed 12 months). During this period full seniority shall accumulate. An employee granted an extended pregnancy/parental leave may maintain insured benefit coverage (exclusive of LTD) by paying the required premiums, provided the employee had elected to continue the benefits during the statutory thirty-five (35) week pregnancy/parental leave and subject to the Board notifying the insurer and the availability of coverage.

(b) When an employee returns from his/her extended pregnancy/parental leave, the employee shall return to his/her former position. If his/her former position no longer exists, the provisions of article 13.2.2 shall apply.

21.8.1 Upon written request the Board shall grant an employee leave up to two (2) days if necessary for the purpose of moving his/her household and place of residence. The employee has the option to request deduction from current vacation or as leave without pay.

21.9.1 Employees on any leave of absence of less than twelve (12) months and where the position has not been declared redundant shall return to their former position.

21.9.2 Employees on any leave in excess of twelve (12) months shall return to a position within their own job classification in accordance with seniority. In the event the employee does not have sufficient seniority the provisions of article 13.2.2 shall apply.

21.10.1 The Board shall pay an employee, who suffers a loss of earnings as a result of serving as a juror or being subpoenaed, and not being a party to the action, regular gross earnings, upon proof of service. Payment for such service to be forwarded to the Board.

21.11.1 Employees on leave of absence without pay in accordance with articles 21.2.1, 21.3.1 and 21.4.1 shall receive regular pay from the Board and the Union shall reimburse the Board for 100% of the costs incurred.

22.0.0 COMPASSIONATE LEAVE

22.1.1 Compassionate leave is granted without salary deduction to all employees as follows:

Type 1

For the funeral only of:

- i) - father, mother, brother, sister or child;
- ii) - spouse - by marriage or common law;
- iii) - guardian of the employee;
- iv) - mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents of employee and spouse, grandchildren.

Type 2

(a) For the very serious illness of:

- i) - father, mother, brother, sister or child;**
- ii) - spouse by marriage or common law;**
- iii) - guardian of employee, or**

(b) Paternity leave for attendance of the father at the birth of his child and/or for attendance on the day the child is released from the hospital.

Note: For the purpose of this agreement, the common law relationship is only recognized between the employee and his/her spouse and does not extend to other members of the family.

22.1.2 Leaves of absence for Type 1 will be granted as follows:

- i) Within an area of 150 km - up to a maximum of three (3) school or working days, as applicable;**
- ii) For distances beyond 150 km - up to a maximum of five (5) school or working days, as applicable.**

22.1.3 Leave of Absence for Type 2 of article 22.1.1 may be granted to a maximum total usage of five (5) working days per school year. Where the employee is able to demonstrate that hardship does exist, the Board may grant an extension beyond the total of five (5) days.

22.1.4 **Type 3**

Compassionate leave may be granted for a special emergency in the immediate family or a personal situation encountered by the employee where the absence from duty of the employee and presence elsewhere, is vital to the welfare of the person(s) concerned. It is to be established that every reasonable effort has been made to take care of the situation by other means. It is expected that such leave will not exceed one (1) day or one (1) shift; however, the duration of the leave will be at the discretion of the Board.

22.2.1 **Requests for leave of absence are to have the endorsement of the immediate supervisor before being presented to the office of the Superintendent of Human Resources, who will make appropriate referrals. Requests are to be made in writing using the Board's Leave of Absence form in advance, where possible. In emergencies a telephone call, confirmed later in writing, is acceptable,**

22.3.1 **Where an employee is absent by reason of an occupational disease or an occupational injury occasioned by or as a result of his/her employment and where a claim is made to the Workers' Compensation Board (WCB), he/she shall continue to receive regular pay until his/her claim is approved by WCB. The amount of regular pay shall be limited to the employees' accumulated sick leave credits.**

22.3.1 **Upon confirmation of approval by the WCB, regular
cont'd.. pay shall cease and Workers' Compensation benefits
shall commence. The employee shall sign a waiver
allowing for the direct payment of funds from the
WCB to the Board to cover the regular pay received
from the Board during the waiting period as
mentioned above. The funds repaid to the Board
shall generate credits back into the employee's sick
leave bank. Since the funds repaid to the Board
from WCB do not equate to the regular pay received
by the employee during the waiting period, sick
leave will be refunded on a pro-rated basis.**

**The Board will continue to cover the employee for
the following benefits in accordance with Workers'
Compensation legislation, Extended Health, Dental,
Life Insurance and L.T.D.**

23.0.0 ABSENTEEISM

23.1.1 **Employees who absent themselves from work without
authorization shall not be paid for such absence.
Any additional disciplinary measures which may be
taken will be confirmed in writing with a copy of
the correspondence forwarded to the Union.**

23.2.1 **Any employee who is unable to report to work at the
regular hour must notify the immediate supervisor by
08 00 hours.**

24.0.0 VACATIONS

24.1.1 The vacation year is defined as July 1st to June 30th. For the purpose of this agreement, continuous service shall be calculated at June 30th each year. Vacation earned between July 1st and June 30th shall be taken in the following vacation year.

Less than one year service	= 4% vacation pay
Completed 1 year service	= 2 weeks vacation
Completed 5 years service	= 3 weeks vacation
Completed 9 years service	= 4 weeks vacation
Completed 15 years service	= 5 weeks vacation
Completed 20 years service	= 6 weeks vacation
Completed 25 years service	= 7 weeks vacation
Completed 30 years service	= 8 weeks vacation

24.1.2 (a) Service shall be defined as the length of actual service (accumulated in hours) with the Board, from an employee's most recent date of hire and shall not include any period of time during which the employee does not receive a salary from the Board. One year of service shall be defined as 1820 hours and does not include overtime hours.

(b) Maternity/Parental Leave commencing on or after November 18, 1990, (up to a maximum of 35 weeks) as covered by the Employment Standards Act shall be credited as service based on the employee's posted hours.

(c) Any period worked while participating in a modified work rehabilitative programme while not in receipt of salary from the Board will be credited as service based on the accumulated hours worked under the programme.

24.2.0 **Pre-Retirement Vacation**

24.2.1 **For full time, twelve (12) month employees, retiring on O.M.E.R.S. pensions, a pre-retirement non-cumulative vacation shall be in addition to regular vacation, in accordance with the following:**

i) one week in each of the final three years of employment, or

ii) three additional weeks in the final year of employment.

iii) this non-cumulative benefit may only be used once during an employee's working career, and shall not be pro-rated.

24.2.2 **A vacation pay bonus, in the amount of 3% of vacation pay, shall be paid to all full time employees who have completed a minimum of one year service with the Board.**

24.3.1 **(a) Employees appointed to a twelve month position shall receive vacation with pay in accordance with years of service. Vacations normally shall be taken during the vacation periods of July/August, Christmas or Mid Winter break. Written requests for regular vacation or vacation carry over as provided for in article 24.8.1 shall be submitted through the immediate supervisor to the Employee Relations Officer by May 1st.**

(b) Employees appointed to a full time ten month position shall receive vacation with pay in accordance with years of service, pro rated to reflect 10/12 entitlement for each vacation year. Vacations normally shall be taken during the Christmas and Mid Winter break. Written requests for regular vacation or vacation carry over as provided for in article 24.8.1 shall be submitted through the immediate supervisor to the Employee Relations Officer by May 1st. Any unscheduled vacation will be paid as vacation pay in July at the start of the vacation year.

- 24.4.1 **Employees appointed to a full time school days only position shall receive vacation with pay in accordance with years of service, pro rated to reflect 10/12 entitlement for each vacation year. Vacations will be scheduled during the Christmas and Mid Winter break only. Any unscheduled vacation will be paid as vacation pay in July at the start of the vacation year.**
- 24.5.1 **If a paid recognized holiday occurs during an employee's vacation, the employee will not use a vacation day on that date.**
- 24.6.1 **Upon request of the employee, sick leave may be substituted for vacation where it can be established by the employee that an illness or accident requiring hospitalization, occurred while on vacation. Only time spent in hospital and during any period of convalescence immediately following release from the hospital may be substituted.**
- 24.6.2 **Changes in scheduled vacation may be arranged by written request, at least three (3) weeks in advance of vacation, or on such notice as may be reasonable in the event of illness or accident.**
- 24.7.1 **Vacations shall not be cumulative from year to year and an employee will not be permitted to forego the vacation to which he/she is entitled, except as provided for in 24.8.1.**
- 24.8.1 **Upon written request, to the Employee Relations Officer, not later than May 1st, one (1) or two (2) weeks vacation may be carried over into the following year. All vacations must be used in the second year.**

24.9.0 Part time Employees - Vacation Pay

24.9.1 Part time employees shall be entitled to vacation pay in accordance with the following scale:

- i) 0 to 5 years service - 4%**
- ii) over 5 years to 9 years service - 6%**
- iii) over 9 years of service - 8%**

Time off without pay may be granted with approval of the Superintendent of Human Resources or his designate.

24.10.1 Casual employees will receive vacation pay of 4% on each pay date and are not entitled to equivalent time off.

25.0.0 RECOGNIZED HOLIDAYS

25.1.1 The following are the recognized holidays for which an employee within the scope of this agreement shall be paid at his/her regular rate of pay:

i) A full time, twelve (12) month employee shall be eligible for the following recognized holidays provided that they meet the qualifications of article 25.2.1:

- | | |
|--------------------------|----------------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Dominion Day | 11. Boxing Day |
| 6. Civic Holiday | |

ii) A full or part time, ten (10) month employee shall be eligible for the following recognized holidays provided that they meet the qualifications of article 25.2.1:

- | | |
|---------------------|--------------------|
| 1. New Year's Day | 6. Remembrance Day |
| 2. Good Friday | 7. Christmas Day |
| 3. Easter Monday | 8. Boxing Day |
| 4. Victoria Day | |
| 5. Thanksgiving Day | |

and Labour Day provided the return to work in September preceded the holiday and meets the conditions of article 25.2.1.

iii) A school day only employee shall be eligible for the following recognized holidays provided that they meet the qualifications of article 25.2.1:

- | | |
|---------------------|--------------------|
| 1. New Year's Day | 6. Remembrance Day |
| 2. Good Friday | 7. Christmas Day |
| 3. Easter Monday | 8. Boxing Day |
| 4. Victoria Day | |
| 5. Thanksgiving Day | |

(iv) A casual employee shall be eligible for the following holidays in accordance with their assigned position, provided that they meet the qualifications of article 25.2.2:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Christmas Day |
| 4. Victoria Day | 10. Boxing Day |
| 5. Dominion Day | |
| 6. Civic Holiday | |

v) All shifts on December 24th and December 31st will be shortened by one-half (1/2) shift without loss of pay.

- 25.2.1 (i) **To be eligible to receive pay for a Recognized Holiday, a full time or part time employee must have worked his/her regular shift before and after such holiday unless the employee is on vacation, paid sick leave, jury duty or as authorized in 21.2.1, 21.3.1, 21.4.1.**
- (ii) **The regular shift before and after the recognized holiday for a ten month employee granted leave during the Christmas Break, shall be deemed to be the last work day before the Christmas Break and the first work day after the Christmas Break.**
- 25.2.2 **To be eligible to receive pay for a recognized holiday, a casual employee must have met the following criteria:**
- (a) **must have been employed by the Board for more than three months: and**
- (b) **must work the regular shift before and after such holiday.**
- 25.3.1 **If a recognized holiday falls on a Saturday or Sunday, then it will be observed on the day declared by Federal, Provincial or Municipal Governments, to be the official day for observance of the holiday.**
- 25.4.1 **When required by the Board to work on a Recognized Holiday, compensation shall be made on the basis of one and one-half (1-1/2) times the regular rate of pay for hours worked plus the regular rate of pay.**
- 25.5.1 **If the official day for observance of the holiday is an employee's day off, or if schools remain in session, the employer may designate a day off in lieu of pay prior to the end of the school year at a time mutually agreed upon by the employee and his/her supervisor with the approval of the Superintendent of Human Resources or designate.**

25.6.1 **If the official day for Remembrance Day is an employee's day off, or if schools remain in session, the employer may designate a day off in lieu of pay, prior to the end of the vacation year (June 30), at a time mutually agreed upon by the employee and his/her supervisor, with the approval of the Superintendent of Human Resources or designate.**

26.0.0 **O.M.E.R.S. PENSION PLAN**

26.1.1 **New full time employees are required to become members of the Ontario Municipal Employees Retirement System (OMERS) as a condition of employment. The OMERS basic plan requires contributions from members in accordance with OMERS regulations.**

Part time employees may become members of OMERS in accordance with OMERS regulations.

26.2.1 **For the purpose of calculating OMERS basic pension all perquisites allowable by OMERS will be included as salary.**

27.0.0 **EMPLOYEE BENEFITS**

27.1.1 **The Board is not the insurer of employee benefits. The terms of the insurer contract shall prevail at all times. The Board shall contribute to the premium rates as follows:**

(i) 100% for full time employees for Basic Group Life Insurance Plan, Dental Plan, Extended Health Care Plan and Long Term Disability.

(ii) 100% for part time employees for Extended Health Care Plan and Dental Plan.

27.1.1 **Group Life Insurance Plan - for full time employees only. Provisions for the policy will be for three (3) times the employee's annual salary rounded to the next highest thousand (\$1,000), with a maximum of fifty thousand (\$50,000) coverage.**

Effective July 1, 1993, coverage will be two times the employees' annual salary with a minimum of \$50,000 coverage and a maximum of \$100,000 coverage.

27.1.2 **Extended Health coverage will include, but is not restricted to:**

- private room in hospital;
- prescription/generic drug plan at \$1.00 per approved prescription;
- eye glasses to maximum of \$125 every two years;
- hearing aid to maximum of \$500.

Effective July 1, 1993, eye glass coverage shall be to a maximum of \$140 every two years.

27.1.3 **Dental Insurance - Premiums are based on the current ODA in effect.**

27.1.4 **Long Term Disability - for full time employees only. The plan will contain:**

- six (6) month waiting period;
- one (1) year own occupation;
- seventy-five (75%) percent benefit of monthly salary to a maximum benefit of three thousand (\$3,000).

27.2.1 Enrolment in Plan:

- i) **New full and part time employees must enroll in the Extended Health and Dental Plans or sign an exemption form**
- ii) **All new full time employees must enrol in the basic Group Life and the Long Term Disability Plan.**
- iii) **Employees who have signed an exemption form may apply for coverage, providing such coverage elsewhere has ceased. Application must be made within thirty-one (31) days of cessation of coverage.**
- iv) **Employees who do not join these plans within thirty-one (31) days of employment or cessation of coverage elsewhere, are considered as late applicants. Late applicants must be accepted by the carrier and the Board for extended health and dental. Late applicants for dental coverage are subject to a one (1) year waiting period from the date of the application. Late applications for extended health are subject to a medical approval.**

27.3.1 The Board shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the Board.

28.0.0 RETURN TO WORK

28.1.1 An employee returning to work from L.T.D., illness or Workers' Compensation, which has extended beyond twelve (12) months, shall return to a position in accordance with the provisions outlined in article 13.2.2.

29.0.0 CONTRACTING OUT

29.1.1 The Board shall not contract out work that is normally performed by bargaining unit employees, except in emergency situations, if this would result in a lessening of regular or overtime hours for any employee covered by this Agreement. However if an employee covered by this Agreement refuses overtime, for that occasion the Board may have the work done by other means. The Board reserves the right to have repairs made by an outside agency in the instance that employees may not be able to repair or that the machine in question is being repaired under warranty.

30.0.0 VALIDITY OF AGREEMENT

30.1.1 In the event of any provisions of this Agreement or any practice established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be, or deemed to be, abrogated, but shall be amended so as to conform with the requirements of any such law.

31.0.0 GENERAL

31.1.1 Space shall be provided on bulletin boards in each elementary and secondary school and in the Board office upon which Union notices may be posted. Notices must be initialled by the Manager of Employee Relations or designate.

31.2.1 The wording concerning sex of employee shall be considered as applicable to male or female.

- 31.3.1 The Board will have the agreement printed in booklet form and provide one copy to each employee as well as twenty-five (25) copies to the Union Secretary, three (3) of which are officially signed. The printing costs will be shared equally between the Board and the Union.
- 31.4.1 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job classifications or applicable rates shall be corrected to conform to the provisions of this agreement.
- 31.5.1 Backtime wages, overtime shall be retroactive to the effective date of the Agreement. Improvements in employee benefits shall be effective at a date following the signing of the Collective Agreement giving lead time for the insurance carrier to implement changes.
- 31.6.0 Government Grant Project
- 31.6.1 The Board has the right to hire individuals to work on special projects under Government Grant regulations, provided time worked by such individuals does not lessen the regular work week of full or part time employees. Such individuals shall be entitled to the services of a union representative and shall pay regular union dues. Save and except as provided in this article 31.6.1 individuals working under a government grant project shall not be entitled to any right and/or privileges of this collective agreement and shall be subject to the conditions of the government grant project.

**31.7.0 PERSONNEL FILE**

31.7.1 An employee shall have access to his/her personnel file on request, and in the presence of a staff member of the Personnel Department. An employee may not remove any material from his/her file, but may make copies of any material contained in such file, at the employee's expense.

32.0.0 TERM OF AGREEMENT

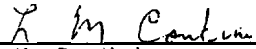
32.1.1 This agreement shall remain in force from 1992 03 01 to and including 1995 02 28 and shall continue from year to year thereafter unless either party serves notice to the other in accordance with article 32.2.1.

32.2.1 Either party to this Collective Agreement may, within a period of not more than ninety (90) days nor less than thirty (30) days prior to the termination of the agreement, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modification, of the agreement then in operation or to the making of a new agreement.

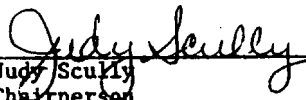
32.3.1 Within fifteen (15) working days of receipt of such notice by either party, the other party will make every effort to enter into negotiations for a renewal or revision of the agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.' The first meeting within the fifteen (15) working days will be an orientation meeting with both parties exchanging written amendments which they desire to negotiate and the parties agree to study the respective documents for one calendar week with the first negotiating meeting between the parties beginning the week following their study week.

IN WITNESS WHEREOF - The parties hereto have hereunto set their hand and seals at Sault Ste. Marie, Ontario, on 1993 10 18.

**THE SAULT STE. MARIE BOARD
OF EDUCATION**




L. M. Contini
Director of Education

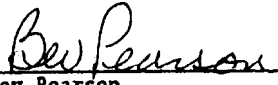


Judy Scully
Chairperson
Negotiating Committee

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 16**



Erish Robert
President CUPE Local 16
Chairperson
Negotiating Committee



Bev Pearson
Group Vice President
NePE Local 16 Clerical

SCHEDULE A
Effective March 1, 1992

<u>OB</u> <u>ASS</u>	<u>JOG CLASSIFICATION</u>	<u>STARTING</u>	<u>INTERMEDIATE</u>	<u>STANDARD</u>
	Courier	\$10.35	\$10.85	\$11.35
	Clerk Typist - Continuing Education	\$12.35	\$12.85	\$13.35
	Elementary Secretary			
	Clerk Typist - Co Operative Education			
	Clerk Typist - Special Services			
	Library Secretary			
	Housekeeper			
	Switchboard Operator			
	Data Entry Operator			
	Clerk Typist - Secondary			
	Clerk Typist - French			
	Payroll Records Clerk Typist			
	Program Assistant	\$13.45	\$13.95	\$14.45
	Special Education Assistant			
	Media Centre Librarian			
	Matron			
	Plant Clerk II			
	Attendance Secretary			
	Purchasing Secretary			
	Guidance Secretary			
	Reprint Centre Operator			
	Buyer Process Clerk			
	Maintenance Technician	\$14.55	\$15.05	\$15.55
	Senior Clerk Accounts Payable			
	Payroll Records Clerk Regular Pay			
	Payroll Records Clerk Casual Pay			
	Tax Clerk			
	Financial Accounting Clerk			
	Art Assistant			
	Senior Secretary - Alternative School			
	Coding Clerk			
	Verification Clerk			
	Senior Secretary			
	Plant Clerk I			
	Payroll Records Clerk Administration			
	Computer Operator	\$15.65	\$16.15	\$16.65
	Developmental Service Worker			
	Electronic Technician II	\$16.75	\$17.25	\$17.75
	Electronic Technician I	\$18.39	\$18.89	\$19.39

SCHEDULE A
Effective March 1, 1993

<u>JOB</u>	<u>CLASS</u>	<u>JOB CLASSIFICATION</u>	<u>STARTING</u>	<u>INTERMEDIATE</u>	<u>STANDARD</u>
1		Courier	\$10.65	\$11.15	\$11.65
2		Clerk Typist - Continuing Education Elementary Secretary Clerk Typist - Co Operative Education Clerk Typist - Special Services Library Secretary Housekeeper Switchboard Operator Data Entry Operator Clerk Typist - Secondary Clerk Typist - French Payroll Records Clerk Typist	\$12.57	\$13.07	\$13.57
3		Program Assistant Special Education Assistant Media Centre Librarian Matron Plant Clerk II Attendance Secretary Purchasing Secretary Guidance Secretary Reprint Centre Operator Buyer Process Clerk	\$13.67	\$14.17	\$14.67
4		Maintenance Technician Senior Clerk Accounts Payable Payroll Records Clerk Regular Pay Payroll Records Clerk Casual Pay Tax Clerk Financial Accounting Clerk Art Assistant Senior Secretary - Alternative School Coding Clerk Verification Clerk Senior Secretary Plant Clerk I Payroll Records Clerk Administration	\$14.77	\$15.27	\$15.77
5		Computer Operator Developmental Service Worker	\$15.87	\$16.37	\$16.87
6		Electronic Technician II	\$16.97	\$17.47	\$17.97
7		Electronic Technician I	\$18.50	\$19.00	\$19.50

SCHEDULE A
Effective March 1, 1994

<u>JOB</u> <u>ASS</u>	<u>JOB CLASSIFICATION</u>	<u>STARTING</u>	<u>INTERMEDIATE</u>	<u>STANDARD</u>
	Courier	\$10.85	\$11.35	\$11.85
	Clerk Typist - Continuing Education	\$12.72	\$13.22	\$13.72
	Elementary Secretary			
	Clerk Typist - Co Operative Education			
	Clerk Typist - Special Services			
	Library Secretary			
	Housekeeper			
	Switchboard Operator			
	Data Entry Operator			
	Clerk Typist - Secondary			
	Clerk Typist - French			
	Payroll Records Clerk Typist			
	Program Assistant	\$13.82	\$14.32	\$14.82
	Special Education Assistant			
	Media Centre Librarian			
	Matron			
	Plant Clerk II			
	Attendance Secretary			
	Purchasing Secretary			
	Guidance Secretary			
	Reprint Centre Operator			
	Buyer Process Clerk			
	Maintenance Technician	\$14.92	\$15.42	\$15.92
	Senior Clerk Accounts Payable			
	Payroll Records Clerk Regular Pay			
	Payroll Records Clerk Casual Pay			
	Tax Clerk			
	Financial Accounting Clerk			
	Art Assistant			
	Senior Secretary - Alternative School			
	Coding Clerk			
	Verification Clerk			
	Senior Secretary			
	Plant Clerk I			
	Payroll Records Clerk Administration			
	Computer Operator	\$16.02	\$16.52	\$17.02
	Developmental Service Worker			
	Electronic Technician II	\$17.12	\$17.62	\$18.12
	Electronic Technician I	\$18.58	\$19.08	\$19.58

LETTER OF AGREEMENT #1

BETWEEN

SAULT STE. MARIE BOARD OF EDUCATION
AND
CUPE LOCAL 16 CLERICAL/TECHNICAL/EDUCATIONAL ASSISTANTS

Re: Transfer Process for Lateral Moves

The parties hereby agree to the following process for lateral moves prior to the posting of vacancies in article 14. A lateral is defined as a position within the same employment status (same number of hours of work per week, same length of work year; i.e., 12 months, 10 months, school days only).

- 1) An employee requesting a transfer should write to the Personnel Department, stating his/her job class and classification, and indicating the school to which he/she would like to be considered for a transfer. Should you wish to be considered for more than one school, a separate letter for each school/location should be written. Maximum request to five (5) schools only will be accepted and placed on file.
- 2) The request for a lateral move will remain in force for the school year in which it is made. New requests must be made each school year.
- 3) When a vacancy occurs, the list of transfer requests will be consulted; the qualified applicant with the most seniority will be contacted. Upon the acceptance or refusal of the lateral, all requests for transfer on file will be cancelled. Any new requests for future laterals must be applied for the following school year. Only one lateral transfer will be granted per school year per employee.
- 4) Once laterals have been made, the resultant vacancy not filled through the transfer process will then be posted in accordance with the collective agreement.

Dated at Sault Ste. Marie, Ontario, -this 11th day of February, 1993.

LETTER OF AGREEMENT #2

BETWEEN

SAULT STE. MARIE BOARD OF EDUCATION

AND

**CUPE LOCAL 16 CLERICAL/TECHNICAL
/EDUCATIONAL ASSISTANTS**

RE: OHIP

As discussed during negotiations for the renewal of the 1990 collective agreement, the parties agreed to the removal of any reference to OHIP from the collective agreement. This agreement was based on the understanding that OHIP premiums have been replaced by an employer-paid payroll tax. Should the government reinstitute OHIP as a premium paid by individuals, the Board will agree to pay OHIP on the same basis as prior to the payroll tax being instituted. The removal of OHIP is only for clarification that OHIP is no longer a premium paid health care identified by a premium for each employee.

Dated at Sault Ste. Marie, Ontario this 4th day of March, 1993.

LETTER OF AGREEMENT #3

1993 05 03

Erich Eppert, President
C.U.P.E. Local 16 - Clerical
751 River Road
Sault Ste. Marie, Ontario

Dear Erich:

Re: Collective Agreement
Article 12 - Seniority

As discussed and agreed during negotiations for the renewal of the 1988/90 Collective Agreement, the parties agreed to revise the following articles to reflect a change in the method of calculating seniority:

11.3.1, 12.1.1, 12.1.2, 12.2.1, 12.1.5,
13.2.4, 13.3.3, 21.5.2.

It was agreed that the changed method of calculating seniority will be effective July 1, 1990. As a result the above clauses do not change until the effective date of July 1, 1990 and the provisions of the 1988/90 agreement prevail to that date.

As of June 30, 1990, all hours worked will be incorporated into the seniority list as per the 1988/90 agreement. The seniority list will be set as of that date and any additions beyond July 1, 1990, will be as per the provisions of the articles changed above.

Yours truly

Judy Scully
Manager, Employee Relations

JS/b

cc: Superintendent of Human Resources
CUPE Local 16 Clerical - National Representative
- Recording Secretary

File

LETTER OF INTENT

BETWEEN

THE SAULT STE. MARIE BOARD OF EDUCATION

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 16 - CLERICAL/
TECHNICAL/EDUCATIONAL ASSISTANTS**

It is the intent of the Board through a joint committee of stakeholders to review and update the sexual and personal harassment policy. All stakeholders will be provided with equal representation on the committee.

It is also the intent that the revised policy will be communicated to all staff through training sessions and to make all staff aware that violations of the policy shall be subject to disciplinary action.

