

2008-2012

AGREEMENT

BETWEEN

BRUCE-GREY CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the Board)

AND

THE SECRETARIAL, CLERICAL, LIBRARY TECHNICIANS AND
EDUCATIONAL ASSISTANTS

(hereinafter called the employees)

INDEX

	<u>Article Number</u>	<u>Page Number</u>
Arbitration	9:04	6
Benefits	19:00	16
Bereavement Leave	14:01	11
Correspondence	8:05	4
Definitions	4:00	2
Discharge and Suspension	10:00	6
General Application	21:00	19
Grievance Procedure	9:00	5
Hours of Work and Overtime	13:00	10
Inclement Weather	14:05	12
Income Protection Plan	17:02	15
Job Posting	12:02	9
Jury Duty	14:04	12
Lay-offs and Recall	11:02	8
Leaves of Absence	14:00	11
Management Rights	3:00	1
Overtime	13:02	10
Paid Holidays	15:00	13
Parenting Leave	14:03	11
Payment of Wages and Salaries	20:00	19
Personal Earned Leave	14:06	12
Promotions and Staff Changes	12:00	9
Purpose	1:00	1
Recognition	2:00	1
Retirement and Pension Plan	18:00	16
Seniority	11:00	7
Sick Leave	17:00	15
Strike or Lockout	6:00	2
Term of the Agreement	22:00	20
Union Security	7:00	2
Union/Board Liaison Committee	8:03	4
Vacations	16:00	14
W.S.I.B.	19:05	18
Work Schedules	13:00	10
Appendix A (OMERS)		24
Schedule A (Salaries & Classifications)		21
Schedule B (Paydates)		23
Letters of Understanding		25
Letter of Intent		27

ARTICLE 1 - STATEMENT OF PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - RECOGNITION

2:01 The Board recognizes the Canadian Union of Public Employees and its Local # 3447 as the sole and exclusive bargaining agent with respect to all matters properly arising under this agreement for all office, clerical and technical employees, and educational assistants of the Bruce-Grey Catholic District School Board in Bruce-Grey Counties save and except supervisors, persons above the rank of supervisor, payroll clerk, secretary to the Manager of Human Resources, secretary to the Superintendent of Business, secretaries to the Superintendents of Education, secretary to the Director of Education and employees in bargaining units for which any trade union held bargaining rights as of May 9, 1989 subject to the decisions of the Ontario Labour Relations Board dated June 16, 1989.

2:02 A temporary employee may be hired to replace an employee who is on a legislated pregnancy/parental leave for up to one (1) year or to replace an employee on a short term leave period not exceeding six (6) months. Temporary employees shall not become permanent or probationary employees and shall not be covered by any of the terms and conditions of the collective agreement save for Articles 7, 13, 20 and Schedule "A". In the event that any temporary employee is hired by the Board at the conclusion of their temporary employment, his/her seniority will be credited for the purposes of the collective agreement using the date of commencement of the temporary employment. It is understood that his/her recall date will reflect the date he/she was permanently hired by the Board. It is the intention of the parties to this collective agreement that no employee who has seniority will be laid off by reason of the Board hiring employees pursuant to this Article.

2:03 Students employed pursuant to a co-operative education/training programme in conjunction with a school, college or university; students employed on a casual basis and on special projects during vacation periods; and persons employed under an employment assistance programme are not covered by this agreement. No current member of the bargaining unit will suffer the loss of employment due to the employment of individuals as outlined in this clause nor will any bargaining unit work be lost due to such placements.

ARTICLE 3 - MANAGEMENT RIGHTS

3:01 The Bargaining Unit recognizes and acknowledges that the management and direction by the Board of its employees are fixed exclusively in the Board and without restricting the generality of the foregoing, the Bargaining Unit acknowledges that it is the exclusive function of the Board to:

- a) Maintain order, discipline and efficiency;
- b) Hire, direct, promote, demote, classify, transfer, suspend, lay-off and retire employees, and to discipline or discharge any employee subject to the right of the employee concerned to lodge a grievance in a manner and to the extent herein provided;
- c) The Union further recognizes the right and duty of the Board to operate and manage its school system in accordance with its obligations and to make, enforce and alter from time to time, written rules and regulations to be observed by the employees.

- d) The Board agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement.
- e) Prior to the establishment or modification of Board policy which will impact employees, the Board shall consult with the Bargaining Unit Executive.

ARTICLE 4 - DEFINITIONS

- 4:01
- a) Full Time Twelve Month Employee - means a person employed to normally work full time for a minimum of 35 hours each week for twelve months of the year.
 - b) Full Time Ten Month Employee - means a person normally employed to work full time for a minimum of 35 hours each week for ten months of the year exclusive of any lay-offs during the Christmas, Winter and/or Summer Breaks and who may be required to work certain periods during these breaks as authorized by the Board.
 - c) Part Time Employee - means a person normally employed to work less than 35 hours per week on either a 12 month or 10 month basis.
 - d) Temporary Employee - means a person employed pursuant to Article 2:02.

ARTICLE 5 - NO DISCRIMINATION

5:01 The parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Board.

ARTICLE 6 - NO STRIKE OR LOCKOUT

- 6:01
- a) In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Bargaining Unit agrees that during the lifetime of this agreement or any agreed upon extension thereof, there will be no strike, slowdown or stoppage of work, either complete or partial, and the Board agrees that there will be no lockout.
 - b) Any employee who violates this clause may be subject to discipline or discharge.

ARTICLE 7 - UNION SECURITY

7:01 As a condition of their continued employment, all employees as defined in Article 2 of this agreement shall become and remain members in good standing of the Union in accordance with the Constitution and By-Laws of the Union. All new employees shall become and remain members in good standing in the Union upon the completion of their probationary period.

7:02 The Board agrees to deduct Union dues from every employee, upon completion of twenty (20) consecutive working days. The Union agrees to advise the Board, in writing, of the amount of the dues to be deducted, as determined from time to time in accordance with the Union Constitution and By-Laws. The dues will be deducted from each bi-weekly payroll and will be forwarded to the National Secretary-Treasurer of the Union not later than the 15th of each month. A list of names of employees from whose wages the deductions have been made will be provided by the Board.

7:03 The Board shall type the amount of union dues paid by each Union member in the previous year on the Income Tax T-4 slips at the time they are prepared and made available.

7:04 The Union will not, nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Board without the authorization of the Manager of Human Resources.

7:05 The Union shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deductions or failure to deduct dues.

7:06 a) The Board will notify the Union 30 calendar days before introducing any technological change which will cause a lay-off or which will adversely affect the wage rate of an employee with seniority.

b) The Board will discuss technological changes which meet the criteria referred to in (a) above with the Union/Board Liaison Committee.

c) Where training is necessary and appropriate due to a technological change, it will be provided at the discretion of the Board.

7:07 Membership in the Union

It is the mutual desire of the Board and the Union that all employees shall exercise their rights under this collective agreement, or the applicable statutes of Ontario, in a professional and responsible manner without any fear of discrimination or recrimination.

ARTICLE 8 - UNION REPRESENTATION

8:01 Union Executive

a) The Board recognizes the right of the Union to elect an executive whose duties shall be to assist any employee whom the union represents except in the case of grievances in which case the Grievance Committee of the Union shall assist employees whom the Union represents as provided in Article 9. No individual employee or group of employees shall undertake to represent the Bargaining Unit at meetings with the Board or individual trustees without proper authorization of the executive of the bargaining unit.

b) The names of the members of the executive as elected from time to time shall be given to the Board in writing each September and the Board will not be required to recognize any such executive until it has been so advised in writing.

c) The Union agrees to supply the Board with names of the Committee members and will keep such list current at all times.

d) The Union acknowledges that the respective committee members have regular duties as employees to perform and that such persons will not leave their regular duties without first obtaining the permission of the appropriate supervisor/principal.

8:02 a) The Board recognizes the right of the Union to appoint or elect a Negotiating Team, representative of the major work groups, composed of not more than six (6) members including five members of the bargaining unit and a representative of the Canadian Union of Public Employees, and the Union recognizes the right of the Board to appoint a Negotiating

Team composed of not more than six (6) members. The Board and the Union will recognize and deal with the Negotiating Team members of each party for the purpose of reaching an agreement.

b) The Board agrees that where permission has been granted to representatives of the Union to leave their employment during their normal work schedule in order to carry on negotiations with the Board, or with respect to a grievance, they shall suffer no loss of pay.

8:03 Union/Board Liaison Committee

a) The Union/Board Liaison Committee shall continue to meet at the request of either party to the collective agreement, but not less than once per school term, in order to examine concerns and/or problems in the area of personnel relations and/or interpretation of the collective agreement which may arise and, to seek solutions to these concerns and/or problems. The deliberations of this committee shall not delete, modify or amend any clause in the collective agreement.

b) Meetings of the Union/Board Liaison Committee shall be arranged between the President of the Union and the Manager of Human Resources or designate within 10 days of the request being made or such longer period as may be mutually agreed.

c) The Union/Board Liaison Committee shall consist of up to three (3) representatives of the Union and up to three (3) members of Administration. Employees shall not suffer any loss of pay for time spent at such meetings.

d) The Manager of Human Resources and Union President shall be designated as joint chairpersons and shall alternate in presiding over meetings. The minutes shall be distributed to those in attendance within ten (10) working days of the meeting and shall be reviewed and accepted at the next meeting.

8:04 Grievance Committee of the Union

The Board recognizes the right of the Union to appoint or elect a Grievance Committee of the Union composed of the President and not more than three (3) Stewards whose duties shall be to assist any employee whom the Union represents as provided in Article 9. The names of the Stewards and the identity of the school/facility which each Steward is assigned to represent, shall be provided to the Board in writing and the Board will not be required to recognize any member of the Grievance Committee of the Union until it has been so advised in writing.

8:05 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Manager of Human Resources and the secretary of the local Union and a copy to the Office of the National Representative.

ARTICLE 9 - GRIEVANCE PROCEDURE

9:01 Definition of a Grievance

A grievance under this agreement shall be defined as any difference or dispute relating to the application, administration or alleged violation of this agreement.

9:02 Grievance Procedure

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1 - An employee who feels she has been aggrieved shall, within ten (10) working days of the incident, discuss the matter with her supervisor with a view to achieving an acceptable resolution. The employee's supervisor shall, within five (5) working days after this discussion, advise the employee of her proposal for resolving the matter.

Step 2 - If the matter is not resolved at Step 1, and the employee concerned wishes to pursue the matter further, and the Grievance Committee of the Union considers the grievance to be justified, the employee concerned shall, within five (5) working days after the receipt of the response referred to in Step 1, submit a written statement of the grievance and redress sought to the Manager of Human Resources. The Manager of Human Resources or designate shall hold a meeting with the employee concerned and a member of the Grievance Committee of the Union within five (5) working days after receipt of the grievance and will render a decision in writing within a further five (5) working days.

Step 3 - Failing satisfactory settlement being reached under Step 2, the employee concerned together with a member of the Grievance Committee of the Union shall, within seven (7) working days after receipt of the Step 2 decision, submit the matter in writing to the Manager of Human Resources who shall arrange an in-camera meeting with members of Senior Administration within ten (10) working days after receipt of the grievance. The Manager of Human Resources shall convey the decision of Administration in writing to the Union within five (5) working days from the date of the meeting.

Step 4 - Failing satisfactory settlement being reached under Step 3, the Union may, within fifteen (15) working days after receipt of the decision in Step 3, refer the grievance to Arbitration and so inform the Board. If the grievance is not referred to Arbitration and the Board so informed within fifteen (15) working days after receipt of the decision in Step 3, the right to refer the matter to arbitration shall be forfeited.

Where a dispute involving a question of general application or interpretation occurs, it shall first be referred to the Union/Board Liaison Committee. Where the deliberations of the Liaison Committee do not result in a solution satisfactory to the Union or to the Board, a grievance may be initiated by either party at Step 3 of the Grievance Procedure. Grievances of this nature shall be signed by an Officer of the Union or of the Board as the case may be.

- b) Each party shall pay costs as follows:
- i) the fees and expenses of the Arbitrator it appoints;
 - ii) one-half of the fees and expenses of the Chairperson;
 - iii) one-half of the fees and expenses of a Single Arbitrator.

9:05 Employees who are covered by this agreement shall be required to follow the procedures as laid down in Article 9 and any employee who appeals directly to any trustee or committee of the Board shall be subject to discipline or dismissal.

9:06 a) A probationary employee may be discharged without just cause. In the case of job performance deficiencies, a probationary employee will not be discharged without due process having been provided by first having been notified of the pending action, advised of the standard(s) to be met, and given an opportunity to meet the expectations.

- b) A grievance may be submitted by or on behalf of a probationary employee concerning disciplinary action or discharge. It is agreed, however, that any grievance submitted by or on behalf of a probationary employee concerning discharge shall only address the issue of whether due process has been provided pursuant to paragraph (a) above.

9:07 The time limits specified in the Grievance Procedure may be extended by mutual written consent but lack of such consent shall not be grounds for a grievance.

ARTICLE 10 - DISCHARGE OR SUSPENSION

10:01 a) The Board will not discharge or suspend any employee who holds seniority without just cause. The Board will direct a letter to the employee concerned and the Union stating its reasons for any discharge or suspension. Suspension or discharge by officials of the Board shall be subject to review by the Board. If the employee concerned wishes to submit a grievance, they shall do so by submitting it to the Manager of Human Resources as outlined in Step 3 of the Grievance Procedure. All such grievances shall be submitted within ten (10) working days of the discharge or suspension.

- b) If the Board or its authorized officials warn an employee with seniority that dismissal may follow any repetition of actions, omissions or failure to bring his/her work up to an acceptable standard by a pre-determined date, the warning shall be provided to the employee in writing with a copy to the union in accordance with Article 12:03 prior to a recommendation to dismiss being brought to the Board for the conduct in question.

- c) The Board reserves the right to withhold for twelve months, the experience factor or in the case of an employee at the job rate, an amount equal to the experience factor, of an employee whose work is judged inadequate as attested by an immediate supervisor under the following provisions:

- i) The employee will be notified in writing that the experience factor will be withheld and the reasons;
- ii) The employee will be re-instated at the appropriate salary after six months if satisfactory improvement has been made;

9:03 Mediation

Prior to any grievance proceeding to arbitration, the parties may mutually agree to grievance mediation. The parties shall share equally the fees and expenses, if any, of the mediator. Either party reserves the right to proceed to arbitration failing a satisfactory settlement.

9:04 Arbitration

- a) Failing settlement of a grievance as provided in Article 9:02, either party may file for a Board of Arbitration or a Single Arbitrator pursuant to the

iii) Failing satisfactory improvement, the employee may be dismissed.

10:02 Disciplinary letters and/or notices of suspension will be removed from an employee's personnel file thirty (30) months from the date of the incident provided

- a) that the employee submits a written request that the letter and / or notice be removed; and
- b) that the employee has not been disciplined for any related misconduct during the thirty (30) months in question.

ARTICLE 11 - SENIORITY

11:01 Seniority is defined as the length of continuous service with the Board from the most recent date of hire.

- a) i) Subject to sub-paragraph (ii) hereof, seniority shall be established after a full-time employee has served a probationary period of six (6) continuous months. Part-time employees shall acquire seniority on a pro-rated basis in accordance with the time worked compared to full-time employment.
- ii) Effective January 1, 1993, seniority shall be established after employees who work half-time or more, based on the normal work week of 35 hours have served a probationary period of six (6) continuous months. Employees who work less than half-time, based on the normal work week of 35 hours, will have seniority established after they have served a probationary period of ten (10) continuous months.
- iii) Absences through sickness or accident of less than 20 days and approved leaves of absence will not be deducted in determining continuous length of service.
- b) All employees shall undergo an employment medical during their probationary period and provide a copy of the results to the Manager of Human Resources.
- c) The Board will maintain seniority lists as follows:
 - i) A seniority list for Educational Assistants;
 - ii) A seniority list for Receptionist, Accounting and Assessment Clerk, Clerk/Typist (Purchasing and Transportation), Clerk/Typist (Purchasing and Accounts Payable), Library Technicians, Library Technician (Media Centre), Library Assistants (Elementary School), Library Assistant (Secondary School), Secondary School Secretaries, Full-time Elementary School Secretaries.

The seniority lists shall be prepared annually by the Manager of Human Resources and distributed to each school and to the Secretary of the Union no later than October 31st. Seniority as posted will be deemed to be final and binding and not subject to complaint unless such complaint is made in writing within thirty (30) days from the date of posting.

- d) Seniority rights shall cease for any of the following reasons:
 - i) If the employee terminates her employment with the Board;

ii) If the employee is discharged and not reinstated through the grievance procedure;

iii) If the employee fails to report for duty for two working days without notifying the Principal or designate or furnishing satisfactory reasons for such failure;

iv) If the employee is on layoff and twenty-four (24) months have elapsed from the day the layoff commenced;

v) If the employee fails to report for work within three (3) days of being notified of a recall from layoff;

vi) If the employee fails to return to work after an authorized leave of absence.

11:02 a) i) In the event of a reduction in staff, employees in the affected job classifications shall be laid off in the reverse order of seniority on the appropriate seniority list. Probationary employees and then employees with the least seniority will be laid off first. A seniority employee who has been declared surplus and who would otherwise be laid off may bump an employee with less seniority on the appropriate seniority list provided that, in the opinion of the Board, she is qualified and capable of performing the work of the less senior employee.

ii) The Board may declare individual employees ineligible to be laid off because of their special qualifications, competency or special nature of their assignment, especially those working in classes with students who have special needs.

b) i) Laid off employees with seniority shall be recalled in the order of their seniority on the appropriate seniority list provided that, in the opinion of the Board, they are qualified and capable of performing the work for the available position as indicated above.

ii) No new employees will be hired without first recalling employees with seniority who are on lay-off provided that, in the opinion of the Board, they are qualified and capable of performing the work for the available position as indicated above.

c) Notwithstanding the provisions of this clause, Educational Assistants working in classes with students who have special needs shall not exercise their seniority rights during the school year under this provision, except when a vacancy, temporary or permanent, would result in an increase in hours.

11:03 **Seasonal Lay-off**

Individuals employed in ten-month positions may be laid off during the Christmas Break, Winter Break and during the Summer Vacation period as determined by the Board.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12:01 **Transfer Process**

When a vacancy for a permanent position occurs or a new position is created inside the bargaining unit, the Board will staff the position in the following order:

- a) Permanent employees who have requested a lateral transfer to that location will be considered in seniority order. Requests for transfer will be accepted each September and are valid for one year.
- b) If no permanent employee has requested a lateral transfer to that location, then probationary employees who have requested a lateral transfer to that location will be considered in order of their date of hire.
- c) Transfer requests are valid for one year.
- d) If no bargaining unit member has requested a lateral transfer to that site, the Board will post the vacancy. Members of the bargaining unit who are interested in applying for a vacancy must do so, in writing, within five (5) working days of the notice having been posted.

12:02 Job Postings

- a) Following the process outlined in 12:01, when a vacancy occurs, the Board will post a notice of the opening in each facility prior to advertising the position. The notice shall contain a summary description of the requirements for the job, as determined by the Board, as well as the hours of work, and work location applicable to the job at the time of posting. The parties acknowledge that the hours of work and work location reflected in such notices are subject to change in accordance with the terms of the collective agreement. Members of the bargaining unit who are interested in applying for a vacancy must do so, in writing, within five (5) working days of the notice having been posted. Employees going on leave may advise the employer, in writing, prior to the commencement of or during a leave that they wish their name entered as an applicant on postings that may arise during their leave.
- b) In the event that a temporary vacancy is deemed to exist as a result of an employee's approved leave of absence, injury or illness, the Board will advertise a temporary job posting. A temporary vacancy is defined as an absence known by the Board to be for a period of no less than four continuous months.
- c) When filling any vacancy, the following factors will be among those considered by the Board: qualifications, knowledge, performance, training, experience, and skill to perform the work and where, in the opinion of the Board, all factors other than seniority are equal, seniority shall govern. If no acceptable and suitable application is received as a result of the posting, the Board reserves the right to hire externally.
- d) When an employee moves from a position on one seniority list to a position on a different seniority list, that employee shall be subject to a six month trial period. If unsuccessful in their new role, they may exercise their seniority rights to return to their former position.

12:03 The Union shall be notified as soon as possible of all appointments, hiring, lay-offs, transfers, recalls, terminations of employment and letters of discipline of all persons in the bargaining unit.

ARTICLE 13 - WORK SCHEDULES, OVERTIME AND PAY PERIODS

13:01 Work Schedules and Hours of Work

- a) The normal hours of work for full-time secretarial/clerical and library technicians with seniority will be thirty-five hours per week comprised of seven (7) hours per day, between the hours of 8:00 a.m. and 5:00 p.m., Monday to Friday inclusive. The normal hours of work for educational assistants shall be six hours per day, Monday through Friday, between the hours of 8:30 a.m. to 4:00 p.m. with scheduled start and end times based on individual student programming needs. The daily schedule will include an unpaid lunch break of one-half hour and a work break not to exceed fifteen minutes during the morning and afternoon work period. Notwithstanding the above, it is recognized that different working hours and schedules may be established for employees working at the Catholic Education Centre during the summer school break, subject to the mutual agreement of the Board and the employees directly affected by any such changes.
- b) The hours of work and daily schedule for part-time employees will be determined on an individual basis according to the needs of the position. A part-time employee who works more than three consecutive hours will be entitled to a 15 minute break and a one-half hour unpaid lunch break if the employee works longer than five (5) hours.
- c) The work schedules will be determined by the administration in consultation with the principal or immediate supervisor.
- d) Ten month employees who are requested to work on a casual basis during a seasonal lay-off will have the wages earned added to a regular pay following the lay-off period.

13:02 Overtime

- a) All time worked in excess of a 35 hour work week or on a paid holiday as set out in this agreement will be considered overtime if the overtime has written authorization by the Principal/Immediate Supervisor and will be paid at the rate of time and one-half or time off at time and one-half, as mutually agreed.
- b) Part-time and temporary employees who are authorized and scheduled to work over a 35 hour work week shall be paid at the rate of time and one half for the hours in excess of a 35 hour work week, or time and one-half off as mutually agreed.
- c) Employees who are called back to respond to reported security alarms will be paid a minimum of two hours at the over-time rate. Call backs within one hour of the normal start time will be paid at straight time from the time of call until the start of the normal shift.
- d) In the event that during the duration of this collective agreement a job classification is developed for a 40-hour week position, overtime will be paid for time worked over 40-hours per week.
- e) Time off is to be taken in either half day or full day segments.

ARTICLE 14 - LEAVES OF ABSENCE

14:01 Bereavement Leave

- a) An employee shall be entitled to five (5) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral of a member of the immediate family. The

- immediate family shall be defined as spouse, child, parent, brother or sister.
- b) An employee shall be entitled to three (3) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral of a member of the extended family. The extended family shall be defined as mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild.
- c) An employee may be granted up to one (1) day leave of absence with pay and no loss of sick leave for the purpose of attending the funeral of an aunt, uncle, niece or nephew.
- d) Additional time may be granted upon request at the discretion of the Director of Education or designate.
- 14:02 (a) Voluntary Leaves of Absence
- Employees with seniority may apply for a Leave of Absence without loss of seniority if a written application is submitted and approved in accordance with the Policy of the Board.
- (b) The Board acknowledges the existence of its Administrative Procedure regarding Leave for Serious Illness Involving a Family Member and agrees that it will not amend this Procedure during the term of this collective agreement without first consulting with the Union.
- 14:03 Parenting Leaves
- a) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act and the Employment Insurance Act of Canada.
- b) Parental Leaves will be granted in accordance with the provisions of the Employment Standards Act of Ontario and the Employment Insurance Act of Canada.
- c) A parental leave of up to two days will be granted without loss of wages or seniority on the day of, or day after the birth of a child, or on the day of the hospital release of the mother.
- d) The Board shall provide a supplementary employment insurance benefits plan (SEB) for employees on pregnancy leave.
- i) The plan will pay 100% of the employee's normal weekly earnings during the mandatory two (2) week waiting period for employment insurance pregnancy benefits.
 - ii) The plan will pay 100% of the employee's normal weekly earnings minus the Employment Insurance Benefits, for four (4) weeks. The combined weekly level of EI benefits, SEB and other earnings will not exceed 100% of the employee's normal weekly earnings.
 - iii) In the event that there is no mandatory two week waiting period, the plan will pay 100% of the employee's normal weekly earnings minus the Employment Insurance Benefits, for six (6) weeks. The combined weekly level of EI benefits, SEB and other earnings will not exceed 100% of the employee's normal weekly earnings.
 - iv) To receive this supplement, the employee must supply the Board with adequate information from Service Canada reflecting their waiting period and weekly payment.
 - v) No sick leave deduction will be made as a result of payments made under this article. It is understood that an employee

cannot access sick leave for the six-week period of they have received a top-up under this article as these payments under this provision are in lieu of entitlement and/or payment of sick pay.

vi) Employees not eligible to receive employment insurance benefits may choose to use their sick leave credits for up to six weeks following the birth of their child. Further use of sick leave credits, during the pregnancy leave, related to the birth of the child will be based on supporting medical documentation.

14:04

Jury Duty

An employee shall be granted a leave of absence with pay if the employee is compelled to attend court for jury duty or as a witness under subpoena provided the employee remits to the Board any jury fees or witness fees received exclusive of travelling allowances and living expenses that the employee receives as a juror or witness.

14:05

Inclement Weather

a) Employees absent when roads from their home to their place of work are impassable may be allowed to make up the time lost as arranged by the principal or immediate supervisor and authorized by the Manager of Human Resources.

14:06

Personal Earned Leave Plan

It is the purpose of this plan to provide personal earned leave for reasons other than sick leave. The plan is intended to relate to the individual employee, give recognition for a record of good attendance and allow for personal earned leave with pay.

- a) Annually, for the period September 1st to August 31st, the Board shall calculate the average rate of absenteeism per employee with seniority for the system.
- b) Each employee with seniority who has a rate of absenteeism less than the average calculated for (a) above times 110% (i.e. $3.83 \times 110\% = 4.21$) shall be awarded a credit of one day, pro-rated day for part-time employees, in a personal earned leave bank as of September 1st in the year following the year of calculation. (i.e. The calculation for the period September 1 to August 31 of each school year will be credited on September 1 of the following school year)
- c) The personal earned leave bank will accumulate up to a maximum of five (5) personal earned leave days. Part-time employees will be entitled to a pro-rated number of personal earned leave days. To qualify for the plan, an employee must have been employed by the Board for one full year prior to September 1st of each year in accordance with this agreement.
- d) Personal earned leave days may be used by an employee for:
- i) Earned leave days with pay may be used at the discretion of the employee. Requests for an earned leave must be made to the Principal/Immediate Supervisor.
 - ii) Where an employee wishes to use a personal earned leave day immediately prior to or following a statutory holiday or holiday period, a prior written request and approval must be given by the Manager of Human Resources. These requests shall be limited

to 1 person per 15 staff members per work location or school.

- e) A statement of personal earned leave days will be issued to each employee by October 31st in each year.

14:07 Union Leave

Requests for leaves of absence for union members shall be sent to the Manager of Human Resources for approval.

During the leave of absence, the employee's salary and applicable benefits shall be maintained by the Board on the basis of what his/her normal regular hours of work would have been, provided the Union reimburses the Board in the amount of such salary and applicable benefits.

14:08 Emergency Leave

Any member of the Unit may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the Employment Standards Act. Written application to the Manager of Human Resources shall be made in advance whenever possible.

An employee shall be granted a leave of absence without loss of pay but with deduction from sick leave credit, in crisis situations, which include, but are not limited to the hospitalization of family members, fire or violence within the home. Crisis shall be interpreted to mean a time of grave danger.

ARTICLE 15 - PAID HOLIDAYS

15:01 The Board recognizes the following as paid holidays for employees other than casual employees:

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

Should any of the holidays listed fall on a Saturday or a Sunday and are not proclaimed to be observed on some other day, the previous Friday or Monday will be declared a holiday as determined by the Board.

15:02 Employees covered under this Agreement, shall be entitled to one floating holiday in addition to the above mentioned holidays in 15:01. The floating holiday will be individually agreed upon between the Employer and the employee and will be at no additional cost to the Board. If an additional public holiday is proclaimed by either the Federal or Provincial Government, the floating holiday shall be eliminated on January 1st of the year the proclaimed holiday comes into effect.

15:03 In order to qualify for payment for the holidays under this article, an employee must work the last scheduled working day immediately preceding and immediately following the holiday unless the employee was absent due to:

- a) illness which commenced in the current pay period in which the holiday occurred;
- b) vacation granted by the Board.

15:04 Notwithstanding, ten month employees shall be paid a day in lieu of Canada Day. Such day shall be paid on the last scheduled pay date in June.

ARTICLE 16 - VACATIONS

16:01 a) The annual vacation will be calculated for employees covered by this Agreement as of June 30th of the current year with vacation time to be taken during scheduled breaks in the school year and vacation pay to be paid out the last pay in November as follows:

Full Time Equivalent Experience <u>June 30th</u>	Vacation Pay <u>10 Month Employees</u>	Vacation Period <u>12 Month Employees</u>
Under 12 Months	4%	1 working day for each full time month worked to a max. of 10 days
After 12 Months	4%	10 days
After 36 Months	6%	15 days
After 120 Months	8%	20 days
After 216 months	10%	25 days
After 300 months	12%	30 days

b) For the purpose of determining vacation pay entitlement for employees working a 10 month school year, the Board will consider the completion of a 10 month school year as equivalent to one completed year of seniority for the purpose of determining vacation pay entitlement as defined in Article 16:01.

c) If the total vacation entitlement cannot be satisfied during scheduled breaks in the year, employees will take the remaining vacation time on days mutually agreed upon by the Manager of Human Resources.

16:02 Vacation pay shall be subject to all normal deductions made from an employee's pay.

16:03 An employee's vacation shall be taken following the year in which it is earned and will not be carried forward. An exception to this may be made when it is established the employee is taking vacation out of Canada. Such request must be submitted in writing to the Manager of Human Resources.

16:04 In the event of the death of a member of an employee's immediate family as defined in 14:01 a) occurring while on scheduled vacation, bereavement leave provisions will prevail and the vacation will be rescheduled.

16:05 Where an employee's scheduled vacation is interrupted due to a serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. The illness must be verified by a doctor's note.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

ARTICLE 17 - SICK LEAVE/INCOME PROTECTION PLAN

17:01 a) Definition: Sick Leave with pay is defined as absence due to sickness or acute inflammatory condition of the teeth or gums as provided for in the Education Act including absence to attend medical and/or dental specialists appointments which are not elective in nature for the treatment of a diagnosed illness.

- b) For specialists appointments, the employee will submit a medical certificate stating the date and reason for the appointment.
- c) To prevent abuse, the Board may require an employee to produce a certificate from a qualified medical practitioner for any illness certifying that the employee is unable to carry out his/her duties due to illness.
- d) Absences for reasons in addition to those in item (a) above (special leaves, voluntary leaves etc.) may be deducted from sick leave but in no case will an employee suffer both the loss of pay and the loss of sick leave days.

Carrier's Billed Premium	X	Pro-rated Time for the Employee	X	Proportion of the Board's Contribution in clause 16:03
--------------------------	---	---------------------------------	---	--

- c) The contributions of the Board to the premium of each plan provided shall be subject to the carrier's requirements, and to minimum enrolment requirements.
- d) Eligible employees may, while on a leave of absence, arrange to continue to be enrolled in the Employee Benefit Plans, provided that they agree to assume the cost of the premiums. Arrangements for continued participation and the method of payment may be made through the Manager of Human Resources. Participation and arrangements are subject to the terms and conditions of the carrier of each benefit plan.

17:02 Income Protection Plan

- a) Employees with seniority will be credited with up to two (2) days sick leave per month to a maximum of 20 days per year with part-time employees being entitled to a pro-rated number of sick leave days.
- b) An employee with seniority who, after the twenty (20) days outlined above, suffers from a continuing certified illness, shall be entitled to 67% of his/her gross salary for a further 180 days.
- c) Subject to the terms and conditions of the carrier of the Long Term Disability Plan, the employee is eligible to receive benefits after the expiration of the qualifying period outlined in the L.T.D. Plan.
- d) When an employee leaves the employ of the Board, a statement of total unused sick leave for each period of employment will be issued at the written request of the employee.

19:02 Benefit Plans

- a) Life Insurance -
 - i) Group Life Insurance - 3 times the employee's salary to a maximum of \$135,000 including accidental death and dismemberment.
 - ii) Optional Life Insurance for an employee and/or spouse is available at the expense of the employee, up to \$200,000 for each.

b) Extended Health and Drug Plan

c) Dental Plan

Major Restorative and Dentures at 50% co-payment with a maximum of \$2,000 per person annually.

Orthodontics at 50% co-payment with a \$2,000 per person lifetime maximum.

d) Long Term Disability Plan -

- i) Group Plan basic benefit based on 72% of the individual's salary to a maximum of \$2,700 per month.
- ii) Optional Monthly benefit supplement is available, subject to the carrier's requirements, at the expense of the employee.

e) The Board will pay 100% of the premiums for the term of this agreement for the following benefits: Group Life Insurance including accidental death and dismemberment; Extended Health and Drug Plan; Dental Plan; and the Long Term Disability Group Plan Basic Benefit. If an increase or decrease in rates occurs, the Board will continue to pay 100% of the premiums and the increase/decrease will be calculated into the cost of the next agreement.

f) Wage-Loss Replacement Plan

- i) The employees acknowledge the Board's Wage-Loss Replacement Plan and its registration with Human Resources Development Canada, which results in a reduction in employment insurance premiums.

ARTICLE 18 - RETIREMENT AND PENSION PLAN

18:01 The Ontario Municipal Employee's Retirement System (OMERS) will apply to all full-time ten and twelve month employees covered by this agreement. Part time employees eligible under the requirements of OMERS may request enrolment in the pension plan. The Board will match the employee's contributions as per the OMERS scale.

18:02 All eligible employees are required, as a condition of employment, to enrol in the OMERS plan.

ARTICLE 19 - BENEFITS

19:01 Eligible Employees

- a) The Board agrees to contribute on behalf of each eligible full-time ten-month or twelve-month employee with seniority, the amount indicated in this article, of the billed premiums under the plans provided, subject to the terms and conditions of the carrier of each plan.
- b) Part-time employees with seniority covered by this collective agreement will be eligible for employee benefits under the terms of this article. The Board agrees to contribute on behalf of each eligible part-time employee, an amount based on the following formula, with the employee's share to be paid through payroll deductions:

ii) The employees agree that the net savings arising from the reduction in premiums has been used to share equally in the funding of an Employee Assistance Programme and that this practice will continue.

iii) The employees agree that, effective January 1, 1998, after funding the above-noted programme and fees, any unused balance will be proportionately distributed as follows:

Board Share = 7/12
Employee Share = 5/12

iv) The parties agree to re-calculate the percentages to include Principals/Vice-Principals.

v) Each employee group will determine how their share is to be spent (eg. charity, education or worthy cause).

vi) The Board will transfer each employee group's share of any unused balance on or before February 28 of each year.

g) Payroll Savings Plan

The Board will make available payroll savings plans on the provision that sufficient employees enrol in such plans to make them viable.

19:03 Mandatory Participation Clause

a) All eligible employees are required to enrol in the Long-Term Disability Plan as outlined in this article.

b) All eligible employees are required as a condition of employment to enrol in the Benefit Plans outlined in clause 19:02 above unless they provide evidence of coverage carried by a spouse.

c) The Board will provide an annual Statement of confirmation of Group Insurance Benefits to confirm the various benefit coverage for each employee. Where the employee fails to notify the Manager of Human Resources of any discrepancies in coverage within 15 calendar days of the receipt of a statement, it shall be considered correct.

19:04 Administration of L.T.D.

a) Individuals who have been granted an L.T.D. benefit under the terms and conditions of the carrier of the L.T.D. Plan, and who have not resigned from the employ of the Board, shall prepare and submit an application for a Leave of Absence upon receipt of notice from the carrier, that an L.T.D. benefit has been approved.

b) Where it has been determined:

I) After 3 years on L.T.D., that an individual is totally disabled and cannot return to their normal employment with the Board;

OR

ii) That the individual has taken up other employment and/or is eligible for other employment;

Then, the individual will be considered to have ceased their employment with the Board and the Board will terminate their employment for health and medical reasons.

19:05 Workplace Safety & Insurance Board

An employee who is injured in the course of his/her duty and is unable to perform his/her regular duties and is receiving an indemnity from the Workplace Safety & Insurance Board will be entitled to receive:

a) Commencing with the date of a compensable accident up until twenty days or equivalent have been used:

I) Such benefits as awarded by the Workplace Safety & Insurance Board (WSIB).

ii) A supplementary amount to increase his/her earnings after taxes, to an amount equal to net earnings received prior to the injury.

iii) The supplementary amount paid shall be divided by the "per diem earnings" of the employee to determine the equivalent number of days which shall be deducted from the balance of his/her 20 days.

iv) Employee benefits entitled to prior to injury.

b) When the balance of credit days or equivalent up to 20 days have been used, the individual shall receive such benefits as awarded by the Workplace Safety & Insurance Board.

ARTICLE 20 - PAYMENT OF WAGES AND SALARIES

20:01 a) The Board will pay wages and salaries in accordance with Schedule "A" on a bi-weekly basis during the calendar year. A calendar of pay dates will be provided to each employee.

b) The classifications as listed on Schedule "A" will not be altered, deleted or amended except by mutual agreement in writing.

20:02 a) On each pay date, each employee will be provided with a pay statement including an itemized statement of wages, overtime and other supplementary pay and deductions in a confidential manner.

b) The method of payment will be by deposit to each employee's bank account. When a holiday falls on a pay date, payment will be made on the nearest previous working day.

20:03 Employees required to use their own vehicle on behalf of the Board's business as authorized by the principal or immediate supervisor will be paid a travel rate in accordance with Board policy.

ARTICLE 21 - GENERAL APPLICATION

21:01 The Union and the Board desire every employee to be familiar with the provisions of this agreement and his/her rights and duties under it. For this reason the Board will print sufficient copies of the agreement within thirty days of signing for distribution by the Board to the members of CUPE Local # 3447 covered by the agreement.

21:02 Whenever the singular, masculine or feminine is used in this agreement, it will be

considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

- 21:03 Employees will, unless prevented from so doing by law or extenuating circumstances, support the separate school system by directing their property taxes to the support of that system.
- 21:04 Employees are required to set a standard of dress and conduct which is appropriate to set an adult example for students.
- 21:05 Employees may, in accordance with the Municipal Freedom of Information and Protection of Privacy Act, examine the contents of personnel files relating to themselves.
- 21:06 In order to provide job security for the members of the bargaining unit, the employer agrees that no work or services performed by the employees shall be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, if such action will result in a reduction of hours or lay-off of employees covered by this agreement. This clause shall be effective for the duration of the current collective agreement.

ARTICLE 22 - TERM OF THE AGREEMENT

- 22:01 This agreement will be for a term commencing September 1, 2008, and ending on August 31, 2012 and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty days nor more than 90 days prior to the expiry date hereof of that party's intention to terminate this agreement or to negotiate revisions thereto.

SCHEDULE "A"

SALARIES AND CLASSIFICATIONS

JOB CLASSIFICATIONS	Hourly Job Rates	
	Step 1	Step 2
Educational Assistant		
September 1, 2008	\$20.02	\$20.64
September 1, 2009	\$20.62	\$21.26
September 1, 2010	\$21.24	\$21.90
September 1, 2011	\$21.88	\$22.56
Full-time Elementary School Secretary		
September 1, 2008	\$19.38	\$19.98
September 1, 2009	\$19.96	\$20.58
September 1, 2010	\$20.56	\$21.20
September 1, 2011	\$21.18	\$21.84
Full-time Secondary School Secretary		
September 1, 2008	\$19.38	\$19.98
September 1, 2009	\$19.96	\$20.58
September 1, 2010	\$20.56	\$21.20
September 1, 2011	\$21.18	\$21.84
Purchasing Assistant		
September 1, 2008	\$19.38	\$19.98
September 1, 2009	\$19.96	\$20.58
September 1, 2010	\$20.56	\$21.20
September 1, 2011	\$21.18	\$21.84
Receptionist		
September 1, 2008	\$19.38	\$19.98
September 1, 2009	\$19.96	\$20.58
September 1, 2010	\$20.56	\$21.20
September 1, 2011	\$21.18	\$21.84

SCHEDULE "A"

SALARIES AND CLASSIFICATIONS

JOB CLASSIFICATIONS	Hourly Job Rates	
	Step 1	Step 2
Library Technician / Media Resource		
September 1, 2008	\$19.38	\$19.98
September 1, 2009	\$19.96	\$20.58
September 1, 2010	\$20.56	\$21.20
September 1, 2011	\$21.18	\$21.84
Accounting & Assessment/Educational Interpreter/Information Services Technician		
September 1, 2008	\$22.70	\$23.40
September 1, 2009	\$23.38	\$24.10
September 1, 2010	\$24.08	\$24.82
September 1, 2011	\$24.79	\$25.56
Library Assistant		
September 1, 2008	\$18.30	\$18.87
September 1, 2009	\$18.86	\$19.44
September 1, 2010	\$19.42	\$20.02
September 1, 2011	\$20.00	\$20.62
Temporary Secretary		
September 1, 2008	\$17.75	
September 1, 2009	\$18.28	
September 1, 2010	\$18.83	
September 1, 2011	\$19.39	

Experience Factors

- a) For Employees on 8 month probationary schedule:
- | | | |
|----------------------|---|--|
| Starting Hourly Rate | - | 90% of the job rate for the classification |
| Rate after 4 Months | - | 95% of the job rate for the classification |
| Rate after 8 Months | - | Job Rate for the classification |
- b) For Employees on 16 month probationary schedule:
- | | | |
|----------------------|---|--|
| Starting Hourly Rate | - | 90% of the job rate for the classification |
| Rate after 6 Months | - | 95% of the job rate for the classification |
| Rate after 10 Months | - | Job Rate for the classification |

SCHEDULE "B"

PAY DATES

2008-2009 School Year					
September	12,26	January	2,16,30	May	8,22
October	10,24	February	13,27	June	5,19
November	7,21	March	13,27	July	3,17,31
December	5,19	April	10,24	August	14,28
2009-2010 School Year * Please note: There will be 27 pay periods in 2010.					
September	11,25	January	1,15,29	May	7,21
October	9,23	February	12,26	June	4,18
November	6,20	March	12,26	July	2,16,30
December	4,18	April	9,23	August	13,27
2010-2011 School Year					
September	10,24	January	14,28	May	6,20
October	8,22	February	11,25	June	3,17
November	5,19	March	11,25	July	1,15,29
December	3,17,31	April	8,22	August	12,26
2011-2012 School Year					
December	9,23	January	13,27	May	4,18
October	7,21	February	10,24	June	1,15,29
November	4,18	March	9,23	July	13,27
December	2,16,30	April	6,20	August	10,24
2012-2013 School Year					
September	7,21				
October	5,19				
November	2,16,30				
December	14,28				

APPENDIX "A"

OMERS CONTRIBUTORY EARNINGS

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non-grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members’
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit portion);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work)
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan(except CPP) the balance of the extension period becomes unpurchaseable service;
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of member’s normal job;
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited services extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member’s pension will begin on the first day of the month following the revised retirement date.

LETTER OF UNDERSTANDING

The Bruce-Grey Catholic District School Board and the Canadian Union of Public Employees,

Local 3447 are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

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

LETTER OF UNDERSTANDING

Educational Assistants who attend the August staff meeting will be paid for the time spent at the meeting or have the opportunity to bank the hours at straight time.

LETTER OF UNDERSTANDING - SUPERVISION

The parties agree that all school based staff have a responsibility to ensure that a safe school environment is maintained at all times.

General supervision will be assigned according to the following:

- general supervision to be provided by teachers will be scheduled first
- additional scheduled supervision will be assigned to educational assistants, library technicians, library assistants

In no instance will a secretary be assigned scheduled supervision.

The parties agree to review and resolve concerns related to yard duty and supervision assignments through regularly scheduled Liaison meetings. Supervision/yard duty will remain a standing agenda item for the term of the Agreement.

LETTER OF UNDERSTANDING - FUNDING ENHANCEMENTS (Ed. Asst.)

In 2011-12, the Board will apply the Board’s share of the enhanced funding made available by the Ministry of Education as follows:

- Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Educational Assistants from 188 to 194;
- Increase the number of hours worked by Educational Assistants up to seven (7) hours per day, subject to the remaining fund available to the Board under this enhancement.

The approximate amount of this funding is \$209,642, subject to verification, as per Appendix 12 of the August 18, 2008 B:10 Memo.

The parties agree to determine the use of the incremental hour for Educational Assistants prior to the 2011-12 school year through the Liaison committee. The use of incremental hours for Educational Assistants must include scheduled supervision of students or after-school homework support.

When considering the use of the incremental hour, the parties shall ensure that the needs of the students and the operational needs of the school are met.

LETTER OF UNDERSTANDING - FUNDING ENHANCEMENTS (Elem. School Secretary)

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

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

The approximate amount of this funding is \$2,932, subject to verification, as per Appendix 10 of the August 18, 2008 B:10 Memo.

LETTER OF UNDERSTANDING - BENEFITS

In accordance with the terms of the Provincial Discussion Table (PDT) agreement for the 2008-12 collective agreement between the Bruce-Grey Catholic District School Board and CUPE Local #3447 agree that the additional annual enhancement of benefits effective September 1, 2010 will first be applied as follows:

- 100% employer paid premiums for Educational Assistants
- Vision Care increase to \$350
- Drug card
- No deductibles
- Paid eye exams

As per the August 18, 2008 B:10 Memo, Appendix 13, the approximate dollar amount is \$13,743 in 2010, subject to verification.

LETTER OF UNDERSTANDING - TRAINING AND DEVELOPMENT

If new machines or equipment are introduced or new and greater skills are required, the affected employees will be provided with the required training at the expense of the Board.

LETTER OF UNDERSTANDING - BASE LINE STAFFING

Base line staffing numbers for all Provincial Discussion Table (PDT) staffing issues will be set at the May 27, 2008 levels. For information purposes only, the FTE (clerical, Educational Assistants et al) as of May 27, 2008 was 79.2, the FTE as at October 31, 2008 was 81.46. Further projections are not available.

LETTER OF UNDERSTANDING - PROFESSIONAL DEVELOPMENT

The Bruce-Grey Catholic District School Board and CUPE, Local 3447 have jointly agreed to a philosophy which encourages professional development for all members. An ad hoc professional development committee, with representation from management and CUPE 3447, shall be established. CUPE 3447 is recognized as an equal participant in the professional development committee.

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in 2008-09 and/or 2009-10. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

The projected one-time Professional Development funding allocation for the CUPE bargaining unit in accordance with the PDT is approximately \$20,764 subject to verification.

These monies are separate and apart from regular professional development activities held on an annual basis.

It is agreed that this professional development committee will meet within 30 days of ratification

to review professional development issues and make recommendations for upcoming professional development opportunities for members during the 2008-09 and/or 2009-10 school years.

Mutually agreed upon items will be forwarded to the appropriate Superintendent with a recommendation for implementation.

LETTER OF UNDERSTANDING - JOB DESCRIPTIONS

The Board agrees to a cyclical review of job descriptions within the Bargaining Unit of Local #3447. Each job description shall be reviewed through the Liaison Committee on a three-year cycle or if there are substantial changes to the duties.

LETTER OF UNDERSTANDING - LIBRARY TECHNICIANS

Library Technicians/Assistants who attend the August staff meeting will be paid for the time spent at the meeting or have the opportunity to bank the hours at straight time.

In addition, library staff in an elementary school shall have the opportunity to work one additional day during the week immediately preceding the school year. In secondary schools, library staff shall have the opportunity to work two additional days.

LETTER OF UNDERSTANDING - FLOAT HOLIDAY

It is understood that the Cupe Liaison Committee will meet to develop a list of possibilities for the use of the Float Holiday. The committee will consider possibilities that include the entire work year, including P.D. Days, to provide as much flexibility as possible.

LETTER OF UNDERSTANDING - OUTDOOR SUPERVISION

The Board shall endeavour to schedule CUPE members no more that 20 minutes of continuous outdoor general yard supervision.

LETTER OF INTENT

The parties agree to meet to discuss the concept of contracting in. These discussions shall occur during the term of the collective agreement through the established Liaison Committee.

IN WITNESS THEREOF the Board has signed this Agreement this _____ day of _____, 2008.

The Bruce-Grey Catholic District School Board

Per: _____
Chairperson of the Board

Secretary of the Board

IN WITNESS THEREOF the Board has signed this Agreement this _____ day of _____, 2008.

The Canadian Union of Public
Employees and its Local # 3447

Per: _____

Union Representative