

COLLECTIVE AGREEMENT

- Between -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2.0N
(hereinafter called the "SEIU" or "Union")

- Representing -

THE CUSTODIAL AND MAINTENANCE STAFF
Employed by the Board
(hereinafter called the "Bargaining Unit")

- And -

THE SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD
(hereinafter called the "Employer" or "board")

- FOR THE PERIOD -

September 1, 2008

to

August 31, 2012

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PURPOSE

The purpose of this Agreement is to establish an orderly, collective bargaining relationship between the Board and certain classifications of employees represented by the Union.

ARTICLE 1.0 UNION RECOGNITION

1.01 The Board recognizes the Union as the sole and exclusive bargaining agency for all employees of the Superior-Greenstone District School Board engaged in maintenance, custodial, and plant operations, save and except supervisor, persons above the rank of supervisor, students employed during the school vacation period, and employees in a Bargaining Unit for which another trade union holds bargaining rights.

1.02 The word "employee" or "employees" wherever used in this Agreement shall mean respectively an employee or employees in the Bargaining Unit described in 1.01 above.

1.03 Definitions

"Casual Employee": A casual employee is an employee who does not have a regular schedule of work but who is called in on an as-needed basis.

"Community": For the purpose of this Agreement, the word "community" shall mean:

1. Manitouwadge
2. Marathon
3. Terrace Bay and Schreiber (considered one community)
4. Nipigon, Red Rock, and Dorion (considered one community)
5. Geraldton, Longlac, and Beardmore (considered one community)

"Full-time employee": A full-time employee is an employee who works more than twenty-four (24) hours per week on a regular basis.

"Part-time employee": A part-time employee is an employee who works twenty-four (24) hours per week or less on a regular basis.

ARTICLE 2.0 MANAGEMENT RIGHTS

2.01 The Union agrees that the Board has the exclusive right and power:

(a) generally, to manage the school system of the Superior-Greenstone District School Board, and without restricting the generality of the foregoing, to determine the number, size and location of its schools and other buildings, the equipment and supplies to be used in the schools, and the number and classification of employees required by the Board at any place from time to time; and

to alter and amend reasonable rules of conduct and procedure for employees and to maintain order, discipline and efficiency.

(b) to hire, discharge, classify, transfer, promote, demote, layoff, suspend or discipline employees; provided, however, that if any employee believes that he has been dealt with unjustly in the application of the foregoing rights as set out in the subclause (b) or if such application is in conflict with the provisions of this Agreement, he may have the matter dealt with under the Grievance Procedure.

Any change to rules of conduct and procedure to be followed by the employees shall be posted by the employer for five (5) days to give the employees time to acquaint themselves with these changes before they take effect. The employers shall also provide copies to all the union stewards.

ARTICLE 3.0 NO DISCRIMINATION

3.01 There shall be no discrimination or harassment by the Board or its representatives, or by the union or its members, or by any person employed by the Board, against any person employed by the Board because of membership or non-membership in any lawful union or lawful association of employees or because of any of the protective grounds found in the *Ontario Human Rights Code*.

3.02 For the purpose of interpretation of this Agreement, the masculine gender shall mean and include the feminine gender and similarly the singular shall include the plural and vice-versa, as applicable.

ARTICLE 4.0 NO CESSATION OF WORK

4.01 The Union agrees that there shall be no strike during the life of this Agreement.

4.02 On the other hand, the Board agrees that there shall be no lockout during the life of this Agreement.

4.03 Strike and lockout shall be as defined in the *Labour Relations Act*.

ARTICLE 5.0 UNION SECURITY

5.01 The Board shall deduct, during the life of this Agreement, as a condition of each employee's continued employment, regular monthly union dues, fees and assessments from the second pay cheque due in each calendar month to each employee and remit same prior to the 15th day of the month following the month in which such deduction is made, to the Union.

5.02 The Union agrees that neither it, nor its officers as agents, representatives and members, will engage in union activities on Board time or Board property, except as authorized by this Agreement.

5.03 All employees shall, as a condition of employment, become and remain members of the union in good standing.

ARTICLE 6.0 ACCESS TO RECORDS

6.01 (a) Employees shall have a right of access to all of their personnel records administered by the Board Office or the school principal for the purpose of ensuring accuracy and completeness.

(b) Any reprimand or warnings given in writing and becoming part of an employee's file shall be destroyed after eighteen (18) worked months have elapsed.

ARTICLE 7.0 GRIEVANCE PROCEDURE

7.01 Should any difference arise between the Board and any of the employees as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort should be made to settle such differences in the following manner:

Prior to submitting a written complaint at Stage 1, an employee or group of employees shall first give their Principal or the Manager of Plant Services the opportunity to adjust the complaint. It is agreed that an employee has no grievance until he has given one of these individuals the opportunity to address the complaint. Failing settlement, the complaint may be submitted at a Stage 1.

7.02 Stage 1: The employee having a grievance, or one designated employee on behalf of a group having a grievance may, with the assistance of a Shop Steward, provided it is done within ten (10) days after the events giving rise to the grievance have occurred, present his complaint in writing to the Board representative designated to handle such matters at Stage 1, and if within five (5) days from the time such complaint was made to the Stage 1 representative a decision satisfactory to the employee(s) or union is not given; then,

7.03 Stage 2: Within five (5) days after the decision of the Board representative at Stage 1 has been given or should have been given, the Union may request, in writing, further consideration of the matter at Stage 2. This request should be mailed by registered post or personally served to the Board representative or by facsimile to the Board Representative if notified by telephone that the document is being sent. Once the grievance is submitted at Stage 2, the Board representative and a representative of the Union will convene a meeting at a mutually agreeable time, within twenty (20) days of the submission of the grievance to Stage 2.

Every effort will be made to settle such differences within seven (7) days of the date of this meeting and the Board representative shall give the decision in writing on behalf of the Board within such seven (7) day period.

At such meeting a Union Representative, the grieving employee(s) and a Union Steward shall be entitled to attend with representatives of the Board.

All meetings at Stage 2 shall be by teleconference unless a location for the meeting is agreed to by the parties.

The parties hereby agree that recording devices shall not be used by either party at any grievance meeting, whether in person or by teleconference, and that grievance meetings shall be on a "without prejudice" basis and be considered settlement discussions.

7.04 Saturdays, Sundays and Statutory Holidays as detailed in Article 16.0 "Paid Holidays" shall not be counted in determining the time within which action is to be taken in each stage of the Grievance and Arbitration Procedure.

7.05 The Board will indicate, by notice mailed to the Union, the Board representatives designated from time to time to handle the matters at each stage of the Grievance Procedure.

7.06 Any differences which arise directly between the Union and the Board as to the interpretation, application, administration or alleged violation of this Agreement must be submitted in writing by either party to the other with opportunity for oral discussion between the officers of the Union and the Board representatives designated for that purpose. Failing settlement within ten (10) days of such first oral discussion, the grieving party may, within a further ten (10) days submit the written grievance to Stage 2 of the grievance procedure.

7.07 The settlement of any particular grievance under the Grievance Procedure shall be binding upon the Board, the Union and the employee or employees concerned.

7.08 A grievance shall be deemed to be abandoned by the aggrieved party, if the time limits set forth in this Article have not been observed. The parties may agree, in writing to extend the time limits at any stage of the grievance procedure.

7.09 If an employee is discharged from his employment and believes that his discharge results from an unjust application of the provisions of this Agreement, he may have the matter dealt with under the Grievance Procedure. The matter may be presented within seven (7) days after written notice of such discharge has been given and not otherwise. Such matter may be settled by:

(a) reinstatement of such employee. In this case the Board will pay him full compensation, less amounts of money earned while off work, at the employee's regular rate for time lost after written complaint against such discharge has been received by the Board, limited by the scheduled number of hours he would have worked. Upon reinstatement, there shall be deemed to have been no break in the employee's continuous service by reason of such discharge;

(b) upholding of the discharge;

(c) any other decision deemed to be equitable in the circumstances.

ARTICLE 8.0 ARBITRATION

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration within twenty (20) days of receipt of the written decision at Stage 2 and the notice shall contain the name of the first party's appointee to an Arbitration Board. The party receiving the notice of arbitration shall appoint its nominee within ten (10) days of receipt of Notice of Arbitration and shall notify the first party. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree on a chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairman governs.

8.02 Arbitrations shall be heard at a place mutually agreed in writing, or, failing agreement, at Thunder Bay, Ontario.

8.03 In any arbitration, the written grievance of the employee made at Stage 1 and the decision of the Board at Stage 2 of the Grievance Procedure, or in the case of a difference directly between the Union and the Board, the written grievance of the applicant for the arbitration and the reply thereto by the other party, shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issues therein set out.

8.04 Each party shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witnesses of the other party and to present arguments orally and/or in writing. When written arguments are submitted, each party may reply once to the argument of the other party. When any written argument or brief is filed by a party with the Board of Arbitrators, a copy shall, at the same time be supplied to the other party.

8.05 The Union and the Board shall respectively pay the expenses of the arbitrator appointed by each and the expenses of the third arbitrator shall be borne in equal shares by the Union and the Board.

8.06 Witness fees and allowances shall be paid by the party calling the witnesses.

8.07 No costs of arbitration shall be awarded to or against either party.

8.08 The finding of the majority of the Board of Arbitrators as to the facts and as to the meaning or violation of the provisions of this Agreement, shall be

conclusive and binding upon all the parties concerned, but in no case shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.

8.09 The award of the arbitrators shall be given within a period of fifteen (15) days after the close of the hearing.

ARTICLE 9.0 PROBATION

9.01 New employees shall serve as probationary employees until they have completed the following worked periods of time:

Full-time Employees	Three (3) months;
Part-time Employees	260 Hours;
Casual Employees	260 Hours;

after which they shall have attained seniority and be credited with their respective time periods listed above as seniority. The probationary employee, however, shall be entitled to all other rights and privileges under this Agreement.

ARTICLE 10.0 SENIORITY

10.01 Seniority lists for all employees shall be posted on the bulletin boards by July 15th and January 15th each year. Copies of the seniority list will be supplied to the Union and all shop stewards at these times. Upon posting of the seniority list employees shall have forty-five (45) days in which to file complaints against their seniority standing and if no complaints are filed it is deemed that the seniority list as posted is correct.

10.02 (a) Seniority for full-time employees shall, except as provided in 10.04 and 21.01, be defined as the length of continuous service with the Board in the Bargaining Unit since the employee's last date of hire.

(b) Seniority for part-time and casual employees shall be defined as the length of continuous service in hours worked since the employee's last date of hire with the Board in the Bargaining Unit.

(c) Service for employees shall be defined as length of continuous service with the Board since the last date of hire.

10.03 Continuity of service shall be considered broken, employment terminated and seniority lost when:

(a) an employee quits or is discharged and is not re-instated pursuant to the grievance procedure;

(b) in the case of full-time and part-time employees, is laid-off for a period of more than three (3) years;

(c) in the case of casual employees, fails to accept employment for three (3) consecutive offers without providing a reason satisfactory to the Board. This clause does not apply to regular full or part-time employees that are on layoff;

(d) works for another employer while absent from his employment with the Board unless the Board grants a leave of absence to perform such work. This does not apply in the case of absence due to vacation, floaters, or regular scheduled time off;

(e) is absent without leave for more than four (4) days without either notifying the Board or giving reason satisfactory to the Board for failure to so notify;

(f) is absent from work for a period in excess of three (3) years due to sickness, physical disability or both, as confirmed by an independent physician, or is in receipt of disability payments from the Workplace Safety and Insurance Board for an injury received in the course of his employment with the Board;

10.04 An employee whose status changed from full-time to part-time or casual shall receive credit for his full seniority. An employee whose status has changed from part-time or casual to full-time shall receive credit for seniority on the basis of one (1) year seniority for each 2,080 hours worked, and/or the equivalent for any portion of the year thereof in accordance with the hours actually worked.

10.05 Effect of Absence

Unless otherwise provided for in this collective agreement:

i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Board, both seniority and service will accrue.

ii) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days.

iii) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits or for a period of twenty-four (24) months if an employee's unpaid absence is due to an illness.

ARTICLE 11.0 LAYOFF AND RECALL

11.01 In the case of layoff, the Board shall layoff in reverse order of seniority within each school within the affected classification.

11.02 (a) In the event of any layoff, the Board shall provide a minimum of four (4) months notice to the Union prior to the proposed date of layoff. Upon request of the Union, the Manager of Plant Services will meet with a committee of the union to discuss their concerns and the reasons for the layoff.

(b) Notice of layoff and severance pay shall be given in accordance with the *Employment Standards Act*. An employee accepting severance pay from the Board shall be deemed to have resigned employment.

11.03 Upon receiving notice of layoff an employee shall be entitled to exercise the following rights, except during board wide shutdown:

Full-time employees

(a) accept layoff; or

(b) displace any employee who has lesser Bargaining Unit seniority within the full-time seniority list; or

(c) displace any employee who has lesser Bargaining Unit seniority within the part-time seniority list.

Part-time employees

(a) accept layoff, or

(b) displace any employee who has lesser Bargaining Unit seniority within the part-time seniority list.

The employee will notify the Board in writing of his intention to bump within (10) ten working days after receipt of layoff. Employees refusing to do so will be deemed to have accepted the layoff.

11.04 (a) Recall shall be in the reverse order of layoff provided that the employees concerned are able to meet the normal requirements of the work available. An employee shall not be required to accept any recall whether the position is in a community other than their own or is a position with less hours than they were previously laid off from.

(b) Any employee who is on layoff shall still be entitled to apply for vacancies under Article 12.0: Job Postings.

(c) Any recall to any position shall be subject to the employee's ability to perform the normal requirements of the job.

11.05 The Board shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Board advised at all times of his current address. The employee shall return to work within seven (7) working days from the time that he receives notice of recall, unless on grounds reasonable to the Board, he is unable to do so.

11.06 No new employees shall be hired until those who have been laid off have had the opportunity to be recalled.

11.07 No Contracting Out

The Board shall not contract out any work usually performed by members of this Bargaining Unit if, as a result of such contracting out, a layoff results. Provided that this Article shall not deprive the Board of the right to contract out work beyond the scope of the existing staff to perform expediently at the time or work that has traditionally been contracted out by the Board.

11.08 For the purpose of this Article, a reduction of regular scheduled hours of an employee shall be considered a layoff and will invoke the provisions of this Article.

11.09 Work of the Bargaining Unit

The Board shall not assign to other Board employees any work usually performed by members of this Bargaining Unit if, as a result of such assignment, a layoff results. However, this shall not restrict board staff from assisting custodians if needed.

ARTICLE 12.0 JOB POSTING

12.01 Where a vacancy occurs in a classification which is expected to exceed (as defined in Article 12.06) thirty (30) days within the Bargaining Unit including that arising from promotion, temporary assignment, relief position, transfer or the establishment of a new position within the Bargaining Unit, such vacancy shall be posted by the Board for a period of five (5) days, concurrent with any public advertisement, excluding Saturday, Sunday and holidays. Staff transfer includes the movement of staff between night shift and day shift, and like positions between schools, with the exception of transfers between shifts that rotate in a given school. Vacancies created by filling of an initial vacancy within the Bargaining Unit shall be posted for a period of five (5) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

12.02 The postings referred to in Article 12.01 shall stipulate the qualifications, classification, department and shift and a copy shall be provided to all Stewards.

12.03 Selection

In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet to normal requirements of the job. The

name of the successful application will be posted on the bulletin board, forwarded to the Chief Steward and unsuccessful applicants will be notified.

(a) For full-time job postings, the Board will give preference in the following order:

- i) full-time applicants from within the community in which the job is posted;
- ii) full-time applicants who have bumped to a position in another community within the last six (6) months;
- iii) all other full-time applicants from the bargaining unit;
- iv) part-time and casual applicants from within the community;
- v) all other part-time and casual applicants from within the bargaining unit.

(b) For part-time job postings, the Board will give preference in the following order:

- i) full-time and part-time applicants from within the community in which the job is posted;
- ii) full-time and part-time applicants who have bumped to a position in another community within the last six (6) months;
- iii) all other full-time, part-time and casual applicants from the bargaining unit.

(c) The successful applicant to the job posting shall be the senior applicant able to meet the normal requirements of the job in the order set out in a) and b) above. The name of the successful applicant will be forwarded to the Chief Steward.

12.04 Employees in SEU Bargaining Units at the Board shall be considered for such positions before persons who are not in SEU Bargaining Units at the Board.

The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 12.01 and selection shall be made in accordance with Article 12.03 above.

12.05 Temporary vacancies which are not expected to exceed thirty (30) days need not be posted but shall be offered to SEU Bargaining Unit members in order of seniority within each community. Subsequent vacancies resulting from this process shall be filled in the same manner subject to consideration of seniority and disruption to the school, and Article 18.06. Employees selected to fill any temporary vacancy shall continue to maintain their status and upon completion of the assignment, the employee will return to his former position.

12.06 On receipt by Manager of Human Resources of one of the following, it shall be conclusively determined as of the date of receipt that a temporary vacancy is expected to exceed thirty (30) days:

- (a) receipt of a doctor's note indicating the absence will be greater than thirty (30) days;
- (b) approval of a Leave Request;
- (c) approval of a LTD claim;
- (d) any other written form acceptable to the Board.

12.07 The Board shall have the right to fill any vacancy on an interim basis if there exists a demonstrable need, until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. If the successful applicant does not successfully complete the trial period, as set out in Article 12.07, the position shall be re-posted.

12.08 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position with no loss of seniority, wages or other rights and privileges that his former position called for, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. In such event the Board may fill the position from the qualified applicants that applied for the position. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

12.09 It shall be the Head Custodian's responsibility to inform all employees who are on sick leave that a job has been posted. The Board will send a memo to all Head Custodians by September 15th of each year informing them of the job posting process and their responsibility.

ARTICLE 13.0 TEMPORARY TRANSFERS

13.01 Any employee may be transferred to a job classification carrying a higher rate of pay for a period of one (1) working day without changing that employee's rate of pay. If such temporary transfer carries on beyond the one (1) working day period, the higher rate of pay for that job classification shall be retroactive to the original date of transfer.

13.02 If the Board finds it necessary to transfer temporarily an employee to a classification carrying a lower rate of pay, the employee shall continue to be paid his present salary.

ARTICLE 14.0 SUPERVISION

14.01 The custodians in each school shall report to the Head Custodian in each school unless the Manager of Plant Services or designate directs otherwise in writing. The Board shall have a Head Custodian in each school.

ARTICLE 15.0 ABSENCE

15.01 Leave of Absence Without Pay

A leave of absence without salary and benefits or sick leave credits may be granted by the Board for up to one (1) year upon the recommendation of the Director of Education. The employee will be provided a position for which he or she is qualified upon his or her return from the leave subject to the layoff/recall provisions of this agreement.

15.02 Any leave of absence permit must be in writing and signed by the authorized Board official.

15.03 An employee not reporting for work must notify the School Principal before the beginning of his duty time, or must give reason satisfactory to the School Principal for failing to so report.

15.04 An employee desiring to return after an unauthorized leave of absence must give at least one (1) day's notice to the School Principal of his intention to return, but such notification does not authorize or excuse the unauthorized absence.

15.05 Where a reduction in wages is required because of an absence from duty, the Board will make a deduction from the employee's wages at the hourly rate of pay for the employee as set out in Schedule "A" of this Agreement.

15.06 For death in the immediate family the employee is permitted to be absent without loss of pay or of sick leave credits for a period of up to, but not exceeding five (5) working days. When used herein, immediate family includes parent, father-in-law, mother-in-law, spouse, son, daughter, sister, brother, grandparents, grandchildren, legal guardian, sister-in-law and brother-in-law. The first such day is to be within two (2) days of the day of death. An employee's common law spouse, and relatives, shall be considered the equivalent of the above.

The above clause applies to full-time and part-time employees only.

15.07 Special Compassionate

Special compassionate leave of up to five (5) days in any calendar year without loss of salary may be granted at the discretion of the Principal. Reasons for such leave may include severe illness in the immediate family (father, mother, child, sibling), absence for the purpose of seeking medical attention for dependants, or arrival home of a newborn or adoptive child.

For part-time and casual workers only if they were scheduled or had been called into work for days that would otherwise qualify as special compassionate leave days requiring time off for days otherwise to be worked.

15.08 Maternity Leave

An employee is entitled to at least seventeen (17) weeks of unpaid leave of absence for pregnancy if she has been employed with her employer for at least thirteen (13) weeks preceding the estimated day of delivery.

The leave may be commenced up to seventeen (17) weeks before the expected date of delivery.

An employee who is entitled to the leave is required to give her employer two weeks notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery. If the employee does not specify the date of the end of the pregnancy leave it will be assumed that she wishes to take the maximum leave.

An employee who has given notice to begin a pregnancy leave may change the notice to an earlier date by giving at least two (2) weeks written notice before the earlier date. She may change to a later date by giving two (2) weeks notice before the leave was to begin.

If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the employer written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth.

A pregnancy leave will normally end seventeen (17) weeks after it begins but if the mother suffers a still-birth or miscarriage or the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the date of the still-birth, miscarriage or birth or seventeen (17) weeks after the pregnancy leave commenced, whichever is later.

If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth.

If an employee on pregnancy leave wishes to change the date of return to work to an earlier date, she shall give her employer four (4) weeks written notice of the date on which she intends to return.

If an employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she shall give the employer four (4) weeks written notice before the date the leave was to end.

An employee who is entitled to take a pregnancy leave cannot be terminated or laid off, disciplined or suspended because he or she is so entitled, or has in fact applied for or taken such leave.

Service and seniority for all purposes continue to accrue during pregnancy leave and, following the leave, the employee shall be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee shall be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if she had worked through the leave.

While an employee is on pregnancy leave, the employer shall continue to make employer contributions to pension, life insurance, accidental death, extended health and dental plans unless the employee has advised the employer, in writing, that she does not wish to continue to make the employee contributions to such plans.

The pregnancy and parental leave provisions of the Act apply to full-time and part-time employees.

An extended maternity leave may be granted, but under no conditions will a leave be extended for longer than a two (2) year period. A resignation will be tendered, and re-employment occur through regular legal channels if absence should be in excess of two (2) years.

15.09 Parental Leave

An employee who is a parent and has been employed with his or her employer for at least thirteen (13) weeks before the birth of a child, or thirteen (13) weeks before the child came into a parent's custody, care and control for the first time, is entitled to:

Up to 35 weeks if he or she also took a pregnancy leave, or
Up to 37 weeks if he or she did not take a pregnancy leave.

Both parents will be eligible to take a parental leave. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of parent.

For fathers and adoptive parents, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care and control of a parent.

An employee who is entitled to a parental leave is required to give the employer two (2) weeks written notice prior to the commencement of the leave. If

he or she does not specify when the leave will end, it will be assumed that he or she wishes to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks notice before the earlier date, or to a later date by giving two (2) weeks notice before the leave was to begin.

If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the employer written notice of his or her intent to take the parental leave.

If an employee on parental leave wishes to change the date of return to work to an earlier date, he or she shall give the employer four (4) weeks written notice of the date on which he or she intends to return.

If an employee wishes to change the date of return to work to a later date (but subject to the thirty-five (35) or thirty-seven (37) week maximum length of leave) the employee shall give the employer four (4) week written notice before the date the leave was to end.

An employee who is entitled to take a parental leave cannot be terminated or laid off, disciplined or suspended because he or she is so entitled, or has in fact applied for or taken such leave.

Service and seniority for all purposes continue to accrue during parental leave and, following the leave, the employee shall be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee shall be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if he or she has worked through the leave.

While an employee is on parental leave, the employer shall continue to make employer contributions to pension, life insurance, accidental death, extended health and dental plans unless the employee has advised the employer, in writing, that he or she does not wish to continue to make the employee contributions to such plans.

The pregnancy and parental leave provisions of the Act apply to full-time and part-time employees.

15.10 Union Leave

(a) The Board shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Board.

(b) The Board will pay the regular salary to the employee and bill the Union for the time lost by the employee during such leave of absence.

15.11 Effect of Absence

Service and seniority shall be maintained and accumulated during all authorized leaves of absence, which includes but is not limited to W.S.I.B., illness, maternity, parental and layoff. The Board shall contribute its proportion, if any, of any benefit premiums this Agreement obligates the Board to pay during the period when an employee is receiving Long Term Disability or Workers' Compensation Benefits. An employee who goes off work on a WSIB claim and who has statutory holidays remaining in their bank, will retain those days but must book those days within six (6) months of returning to active duty.

ARTICLE 16.0 PAID HOLIDAYS

16.01 The following days shall be recognized as Statutory Holidays. Time worked by an employee on such days at the request of the Principal or the Board, shall be paid for at the rate of time and one-half of the employee's regular rate plus day in lieu, which shall be scheduled within the next twelve (12) month period.

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

Employees shall be entitled to four (4) floating holidays to be taken at a time mutually satisfactory to the Board and the employee, based on the calendar year.

16.02 Where a paid holiday falls on an employee's regularly scheduled day off, it shall be deemed to be a paid holiday and the employee will be given another day off at some other mutually agreed upon time.

16.03 In order to qualify for Holiday Pay, regular full-time and part-time employees shall have worked on their regular scheduled working day immediately preceding and following the holiday unless absent on approved leave or absent due to legitimate illness or accident and can produce a doctor's certificate if requested by the Board.

16.04 Casual employees shall qualify for above paid holidays in accordance with the *Employment Standards Act*.

ARTICLE 17.0 VACATION WITH PAY

17.01 A vacation with pay for each calendar year ending December 31st will be taken in the following year, preferably during the months of July and August or during any other school closure, at a time mutually agreed upon by the employee and the Principal. Maintenance Working Foremen vacations shall be scheduled any time

during the year with approval of the Manager of Plant Services. Requests for vacation shall not be unreasonably denied.

The vacation period may start June 15th, but all vacations must be completed one week prior to Labour Day. An employee may be able to schedule up to one (1) week of vacation and employees with seven (7) or more years of continuous service may be able to schedule an additional week at a time other than that indicated above, if mutually agreed upon by the employee and the Manager of Plant Services or designate.

Vacations to be taken between June 15th and one (1) week prior to Labour Day must be submitted by May 1 of each year. It is understood that any remaining vacation entitlement must be submitted by September 30th and taken by year end.

(a) Upon completion of their probationary period, employees shall be entitled to a credit of 5/6 day's vacation with pay for each month of service, retroactive to date of hire. After completion of one (1) year of service, vacations will revert to a calendar year basis.

(b) One (1) year continuous service but less than three (3) years continuous service; two (2) weeks vacation with no reduction in salary for full-time employees, and 4% of their total earnings for part-time employees.

(c) Three (3) years continuous service but less than eight (8) years continuous service; three (3) weeks vacation with no reduction in salary for full-time employees, and 6% of their total earnings for part-time employees.

(d) Eight (8) years continuous service but less than twelve (12) years continuous service; four (4) weeks vacation with no reduction in salary for full-time employees, and 8% of their total earnings for part-time employees.

(e) Twelve (12) years continuous service but less than fifteen (15) years continuous service; five (5) weeks vacation with no reduction in salary for full-time employees, and 10% of their total earnings for part-time employees.

(f) Fifteen (15) years continuous service, six (6) weeks vacation with no reduction in salary for full-time employees, and 12% of their total earnings for part-time employees.

All employees entitled to more vacation than the above schedule allow as of September 1st, 2003 will be grandfathered as per Article 17.01 of the September 1, 1999 - August 31, 2001 Collective Agreement.

17.02 Temporary part-time employees, casual and students employed during the school vacation periods will receive their pro-rated vacation pay on each regular pay cheque at the rate specified in the Employment Standards Act.

17.03 Part-time employees will be entitled to a vacation with pay for each calendar year ending December 31st. Vacation will be taken in the following year,

preferably during the months of July and August or during any other school closure, at a time mutually agreed upon by the employee and the Principal. Requests for vacation shall not be unreasonably denied.

ARTICLE 18.0 HOURS OF WORK AND OVERTIME

18.01 (a) This article is intended to define the normal hours of work for full-time, part-time and casual employees.

(b) Part-time Hours of Work: The normal hours of work for regular part-time employees shall consist of twenty-four (24) hours per week or less according to the job posting for that position; however, part-time employees may exceed twenty-four (24) hours per week during peak periods such as vacation periods and relief work.

(c) Casual Employees Hours of Work: Casual employees shall be called in to work on a rotating basis, based upon the last posted seniority list, in order of seniority after full-time employees working less than forty (40) hours per week and regular part-time employees and any employees on layoff have been given the first opportunities to work, provided that the employees called in resides within the community and have the ability to perform the normal requirements of the job.

The Employer shall ensure that accurate records are kept concerning the call-in of employees.

18.02 (a) Work Day: Eight (8) hours of work, as scheduled, for full-time employees; hours as scheduled for part-time regular employees; and hours as called in for casual employees will constitute a work day for each employee. Lunch period will be on their own time and shall not exceed one (1) hour unless mutually agreed.

(b) All employees will be allowed one (1) fifteen (15) minute rest period in every four (4) hour worked period, without deduction in pay. In addition, a rest period of fifteen (15) minutes when the employee performs authorized overtime work of at least three (3) hours duration, without deduction in pay.

18.03 (a) Call-back: When an employee is called back to work and when the particular job and related problems have been completed, the employee shall return home and receive a minimum of four (4) hours pay at straight time for call-in or time and one-half of his regular hourly rate whichever is greater.

(b) Call-back pay shall cover all calls within the minimum four (4) hour period provided for in (a), provided that the second and subsequent calls are directly related to the reason which prompted the initial call-back. If an employee is called back for a reason which is not directly related to the initial call-back, it shall be treated and paid as a separate call-back.

(c) Reporting Pay: When an employee is called in or scheduled to work and reports to work, not having been advised in advance not to report to work, such employee shall be paid for their entire shift on that day.

18.04 An employee will be paid one and one-half times his applicable hourly rate for all time actually worked in excess of:

- (a) eight (8) hours in one (1) work day; or
- (b) forty (40) hours per week;
- (c) five (5) days in a week.

Time allowed as overtime in any work day shall not again be allowed as overtime in the work week.

All time worked Sunday shall be paid at two (2) times the employee's applicable hourly rate.

18.05 Call-ins and Extra Hours

(a) Call-ins and extra hours over and above the regular work week or work day for full or part-time employees shall be given out in order of seniority within each school provided that these hours do not constitute overtime hours, or conflict with the employee's current assignment.

(b) Where it is necessary to call in or assign extra hours of work to part-time employees in a school other than their own, they shall be offered in order of seniority within each community.

(c) Employees shall receive a minimum of four (4) hours pay at straight time for call-ins or one and a half times his regular hourly rate, whichever is greater.

18.06 It is agreed that should a concern arise related to scheduling of hours of work, either party may request that a meeting take place and the Shop Steward and Principal, Manager of Plant Services or designate shall consult with the individuals concerned in an attempt to resolve the problem.

18.07 Split Shifts

Employees shall not be required to work a split shift unless it is mutually agreed. Any current employees working a split shift as of the date of ratification of this Agreement shall be deemed to have mutually agreed to work that particular split shift.

18.08 (a) Full-time and part-time employees may work compressed hours in the summer months. Compressing of hours will be permitted within a calendar month providing that the arrangement is approved by the Manager of Plant Services or designate. Such approval shall not be unreasonably denied providing the needs of the school are met.

(b) Any alternate arrangement for summer hours shall not result in overtime payment.

(c) Persons holding temporary positions shall not compress their work week in the summer.

ARTICLE 19.0 GROUP LIFE AND WELFARE PLANS

19.01 The Board shall contribute 100% towards the premium costs for the benefits listed below with the exception of the LTD benefit. Employees shall pay the remaining premium costs through payroll deduction. Employees shall pay 100% of the premium costs for LTD.

1. Life insurance for the employee equal to 300% of annual salary to a maximum of \$150,000 convertible.
2. Dependent Life Insurance:
 - (a) Spouse - \$20,000
 - (b) Each Child - \$10,000
3. Long Term Disability Insurance with a ninety (90) day waiting period.
4. Accidental Death and Dismemberment equal to 300% of annual salary to a maximum of \$150,000.
5. Medical Insurance (\$5.00 deductible per prescription), excess Doctors' fees, semi private hospital accommodation where available, vision care, etc.

Vision Care Maximum: \$275.00 / 12 months (to include cost of annual eye exam.)
Hearing Aids coverage: \$500.00 per 5 years
Chiropractic fees: \$15.00 per visit for first 20 visits
6. Dental Benefit Plan (current ODA fee schedule)
Crowns: Lifetime maximum \$1,500.00

(1, 3 and 4 above are conditions of employment)

19.02 Employees on leaves of absence are entitled to continue in the benefit package with the employee paying 100% of the cost, unless the employee is receiving Long-Term Disability or Workers' Compensation, in which case the Board shall pay the entire cost of benefit premiums provided the employee pays his share if any.

Employee payments must be received at the Board Office prior to the 15th of the month. Failure to do so will result in automatic termination of benefits.

19.03 Any changes to this benefit package caused by negotiation of this Agreement will become effective the first day of the month after the date of signing this Collective Agreement.

19.04 All employees covered by this Agreement who come into the employ of Superior-Greenstone District School Board on January 1st, 1969, or thereafter, shall continue as members of the Ontario Municipal Employees Retirement Plan if already enrolled or shall join the Plan upon becoming eligible. All new or future employees must join the Plan (OMERS) when eligible.

19.05 Retirement age for employees covered by this Agreement shall be 65 years of age. Retirement will take place at the end of the month in which the employees becomes 65 years of age. An employee has the option to take an earlier retirement. Retirement may be deferred at the initiation of the Board, by resolution.

19.06 Cumulative Sick Leave

19.06.01 Subject to Article 19.06.05 as of January 1st of each year, cumulative sick leave credits shall be placed to the credit of each employee on staff equal to twenty (20) days sick leave minus the number of days absent during the year on account of illness or injury.

19.06.02 Each employee shall be entitled to accumulate sick leave credits to a maximum of two hundred and fifty (250) days.

19.06.03 By January 30th of each year, each employee on staff shall be provided with a statement of the number of sick leave credits accumulated to December 31st of the prior school year.

19.06.04 All employees, after commencement of their duties each year, shall receive full pay for up to twenty (20) days of absence due to illness or injury during the school year. The employee's cumulative sick leave reserve will be drawn upon to the extent that the number of days lost through illness or injury in any year exceeds twenty (20).

19.06.05 The number of sick days credited to a part-time employee for the year shall be in the same proportion as his work time is to a full year.

19.06.06 Every period of absence is to be reported by all personnel by notifying the person designated by the Board as soon as possible.

19.06.07 The Board may require an employee to submit a certificate from a qualified medical or dental practitioner, for absences of five (5) consecutive work days or more due to sickness, physical and/or mental disability.

19.06.08 Subject to the maximum set out in Article 19.06.02, an employee transferring directly from another Board or municipality will be credited with the number of days of sick leave credits which the employee had to his credit with the previous Board or municipality.

19.07 Retirement Gratuity

19.07.01 Upon retiring to a bona fide OMERS pension from employment with the Superior-Greenstone District School Board (or in the case of an employee not participating in the OMERS plan providing they meet the OMERS criteria for

eligibility), subsequent to five (5) years continuous service with the Board, the employee shall receive a retirement gratuity, providing one (1) year's notice is given of the intent to retire. Where such notice is not given, the Board may withhold payment until the following budget year.

19.07.02 When an employee becomes entitled to receive a gratuity under this Article, the Board shall so inform that employee in a letter of the form attached as Schedule "B" to this Agreement. The Board shall allow the employee at least thirty (30) days after receipt of such notice to provide written instructions as to the method of payment. If no instructions are received, the payment will be made either by cheque or directly to the employee's account.

19.07.03 This retirement gratuity is:

(a) calculated at the rate of 6% of accumulated sick leave after the first five (5) years;

(b) increased by 2% per year thereafter to a maximum of 50% of accumulated sick leave to a maximum of two hundred and fifty (250) days;

(c) calculated on the employee's daily rate of pay which is determined by multiplying the employee's normal daily hours of work by the employee's regular straight time hourly rate.

In the event of the death of a employee while employed by the Board, any retirement gratuity payable will be paid to the employee's estate or assigned beneficiary.

Any employee accepting this gratuity forfeits all of his accumulated sick leave credits.

19.08 Benefits for Part-time Employees

Part-time employees shall be entitled to participate in the Benefit Plans on a 50% employee and 50% employer cost basis.

Part-time employees regularly working in excess of twenty-five (25) hours per week, averaged over a three (3) month period, shall receive benefits as though they were full-time.

19.09 The Board may negotiate with a Benefit Plan insurer of its own choice, however in no case will the benefits be reduced as a result. The Benefit Plans are not part of the Collective Agreement. The Board's sole obligation shall be to make contributions towards the premium costs of the benefits and to ensure that the plan complies with the Collective Agreement.

19.10 In view of the Board's contribution to the above benefit plan, the employees' share of the Employment Insurance Rebate shall be retained by the Board.

19.11 Retired Employees

All employees retiring on or after June 30, 2001 will have the option to continue in the Board's Extended Health and Dental Insurance plans. The participant is responsible for 100% of the premium costs for these plans. Payments are to be made in two installments on September 1st and March 1st. The onus is upon the participant to ensure payment is received by the Board on time. Failure to meet the above deadlines will result in automatic cancellation of the benefits.

The Board will send notice of the required premium thirty (30) days prior to the due date to the address of last record. The coverage is non-transferable upon death of the retired employee and will not be extended beyond the month the employee turns 65 years of age.

ARTICLE 20.0 JURY DUTY

20.01 If an employee is required to serve as a juror in any court of law or is required by subpoena to attend a court of law as witness called on behalf of the Crown in any proceeding to which he is not a party or one of the persons charged, the employee shall not lose regular pay or sick leave credits because of necessary absence from work due to such attendance, provided that the employee:

- (a) informs the Board immediately upon being notified that he will be required to attend court; and,
- (b) presents proof of service requiring his attendance;
- (c) promptly repays the Board the amount (other than expenses) paid to him for such service as a juror or for attendance as such witness.

ARTICLE 21.0 TEMPORARY TRANSFERS OUTSIDE THE BARGAINING UNIT

21.01 An employee who is transferred to a position outside of an SEU Bargaining Unit for a period of six (6) months shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the Bargaining Unit, he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the Bargaining Unit.

ARTICLE 22.0 ALLOWANCES

22.01 Protective Footwear

The Board will provide \$120.00 for custodians and \$120.00 for maintenance employees per calendar year upon presentation of receipt for CSA approved boots, to each employee who is required by the Board or by the *Occupational Health and Safety Act* to wear safety footwear during the course of his duties. Where the Board has paid for footwear under this clause, the safety footwear will be worn during the employee's course of duties.

22.02 Upgrading

An employee shall be allowed leave of absence, with pay, for the purpose of upgrading or acquiring new skills that are job related, when requested by the Board and mutually agreed upon. Any costs associated with the course shall be paid for by the Board. Travel shall be reimbursed as per Board policy.

22.03 Uniforms

The Board shall supply each Maintenance Working Foreman with four (4) pairs of pants and four (4) shirts per year. The Board shall provide each full-time and regular part-time custodian with three (3) articles of board approved clothing per year, which shall include shirt, pants, smock or any combination thereof.

22.04 Employees shall not be required to provide tools to carry out their duties.

22.05 (a) Allowances for Employees Delivering Mail: All employees who are required to use their vehicle within each town who are responsible for pick up and delivery of Board mail shall be paid a \$4.00 per day mileage allowance.

Where an employee is required to deliver mail and carry out other errands, they will be paid the greater of mileage as outlined in Article 22.05 (b), or the mail delivery allowance as outlined in Article 22.05 (a).

(b) Employees using their cars for Superior-Greenstone District School Board business shall be paid mileage in accordance with Board policy.

ARTICLE 23.0 EMPLOYEE FUNDED LEAVE PLAN

23.01 There shall be an Employee-Funded Leave Plan.

23.02 The details of the plan are included as Appendix A of this Agreement.

ARTICLE 24.0 METHOD OF PAY

24.01 A statement of semi-monthly payment showing deductions and net pay will be provided to each employee.

24.02 The employee's wages shall be paid on the 15th and 30th of each month.

24.03 The employer shall compensate all employees for all regular hours worked including all hours worked in excess of 2,080 hours per year. For the term of this contract, regular hours for a full-time employee will be defined as:

January 1, 1999 - December 31, 1999 - 2088 hours

January 1, 2000 - December 31, 2000 - 2080 hours

ARTICLE 25.0 NEGOTIATING COMMITTEE

25.01 The Board acknowledges the right of the Union to appoint or to otherwise select a Union Negotiating Committee, hereinafter referred to as the "Committee" consisting of not more than five (5) employees who shall not be probationary employees as described in Article 9.0 of this Agreement. The Union shall notify the Board in writing of the names of the employees on the committee.

25.02 The Board will pay the regular wages for the Unions negotiating committee and bill the Union for the cost. Payment of the negotiating committee shall not be the Board's responsibility.

25.03 The Board acknowledges the right of the Union to appoint or to otherwise select five (5) Union Stewards, one of whom will be designated as a Chief Steward for the purpose of carrying out Steward functions as set out in this Collective Agreement. Union Stewards shall not perform their functions during working hours unless authorized by the express provisions and terms of this

Collective Agreement: Prior to leaving their regular duties a Union Steward shall receive permission from their immediate supervisor, which permission shall not be unreasonably withheld.

25.04 No union officer or member shall have any privilege beyond those enjoyed by all employees expressly provided in this Agreement.

ARTICLE 26.0 DURATION OF AGREEMENT

26.01 This Agreement shall become effective as of the 1st day of September, 2008, and shall remain in effect until the 31st day of August, 2012.

26.02 Either party may during the three (3) months prior to the expiry date, give fifteen (15) days notice in writing to the other party of its intention to enter into negotiations for the renewal of this Agreement.

ARTICLE 27.0 AUTHORITY OF THE UNION

27.01 The Service Employees Union, Local 2.0n, C.L.C. and its duly appointed or elected representatives, herein mentioned, agree that they have the authority from the members of the said Local to enter into this Agreement and agree

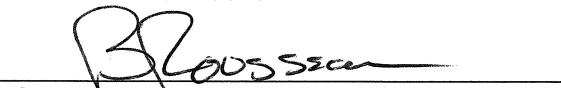
that this Agreement shall be binding upon the Service Employees Union Local 2.0n, and the said Local, and/or their members, under the laws of Ontario.

SIGNED THIS 3 DAY OF MARCH, 2008.

SIGNING FOR THE BOARD:

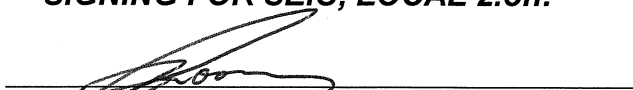


Chair of the Board

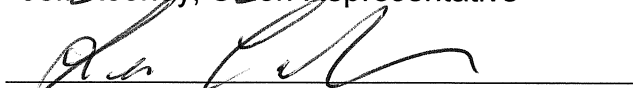


Chair of the Negotiating Committee

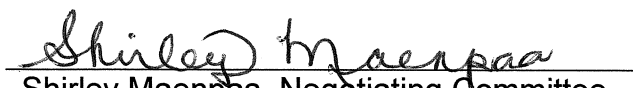
SIGNING FOR SEIU, LOCAL 2.0n:



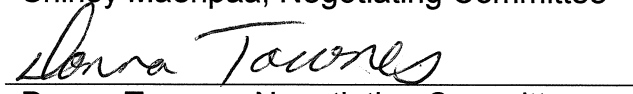
Jeff Rooney, Union Representative



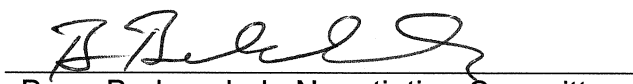
Len Carlson, Negotiating Committee



Shirley Maenpaa, Negotiating Committee



Donna Townes, Negotiating Committee



Barry Bodnarchuk, Negotiating Committee

SCHEDULE "A": Salary Schedule

Effective March 1, 2008

Head Custodian	22.009
Custodian	20.970
Maintenance	26.754
Casual	14.514

Effective September 1, 2008

Head Custodian	22.669
Custodian	21.599
Maintenance	27.557
Casual	14.949

Effective September 1, 2009

Head Custodian	23.349
Custodian	22.247
Maintenance	28.384
Casual	15.397

Effective September 1, 2010

Head Custodian	24.049
Custodian	22.914
Maintenance	29.236
Casual	15.859

Effective September 1, 2011

Head Custodian	24.770
Custodian	23.601
Maintenance	30.113
Casual	16.335

The casual rate of pay outlined above will apply to new hires as of September 1, 1999 onward.

SCHEDULE "B"

SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD
Letterhead

Dear :

Under the terms of the Collective Agreement between the Superior-Greenstone District School Board and the Service Employees Union, Local 2.0n, you are entitled to a Retirement Gratuity in the amount of \$ _____.

Unless we receive written instructions from you regarding the method of payment within thirty (30) days of your receipt of this Notice, this Gratuity will be paid directly to you, with the following deductions:

Income Tax: \$ _____;

Other: \$ _____;

The Service Employees Union, Local 2.0n advises that you seek advice before this gratuity is paid directly to you, as the above deductions can be avoided.

(Authorized Signature)

APPENDIX "A": Employee-Funded Leave Plan

APPLICATION Employee-Funded Leave Plan

1.0 Preamble

The Superior-Greenstone District School Board and the Service Employees Union, Local 2.0n assume no responsibility for any consequences arising out of this plan related to effects on employee OMERS provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan or any other liabilities incurred by an employee as a result of participation in this plan.

2.0 Description

2.1 This employee-funded leave plan is developed to afford employees the opportunity of taking a leave of absence through deferral of salary to finance the leave.

3.0 Application

3.1 An employee must make written application to the Director of Education on or before January 31st requesting permission to participate in the plan commencing in September of the same calendar year.

3.2 Written acceptance, or refusal, of the employee's request, with explanation, will be forwarded to the employee by April 1st in the school year in which the request is made.

3.3 Approval of individual requests to participate in the plan shall rest solely with the Board.

4.0 Pay Deduction Formula and Leave of Absence

4.1 In each year of the plan preceding the year of leave, an employee will be paid a reduced per centum of his wages and applicable allowances. The remaining per centum of annual salary will be deferred and this accumulated amount, plus interest earned, shall be retained for the employee by the Board in a True Savings Account at the Board's Bank. No more than one-third of the employee's wages will be deferred in each year.

- (a) OR, with the approval of the Board, an employee may elect some alternate method of funding his leave.
 - (b) Union dues and OMERS deductions will be at the direction of the appropriate agency.
- 4.2 While an employee is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the wages the employee would have received had he not enrolled in the plan.
- 4.3 An employee's fringe benefits will be maintained by the Board during his leave of absence; however, the premium costs of all fringe benefits shall be paid by the employee during the year of absence at the Board's group rates.
- 4.4 While on leave, any benefits tied to wage level shall be structured according to the wage the employee would have received in the year prior to taking the leave had he not been enrolled in the plan, or according to the wage the employee would receive in that year if he was not enrolled in the plan, at the option of the employee.
- 4.5 Where fringe benefits are not a condition of employment, a participant may choose to opt out in the year of his leave. If so, the reinstatement of these benefits upon return from leave will be subject to the conditions of the insuring company.
- 4.6 An employee may apply to take his leave in other than the fifth year of this plan, if mutually agreed to by the employee and the Board, but the leave shall not commence any later than the seventh year of the plan.
- 4.7 An employee returning from his leave shall remain in the employ of the Board for at least one (1) year.
- 4.8 Interest or other additional amounts which accrue in the Account mentioned in Article 4.1 shall be paid each year to the employee as accrued. The deferred wages placed in the account shall be paid to the employee during the leave period.
- 5.0 Terms of Reference
- 5.1 On return from a leave an employee will be assigned to his same position (including position of responsibility), or, if said position no longer exists, the employee will be governed by the appropriate terms of this Agreement.

- 5.2 Sick leave credits and service and seniority will be accumulated during the year of leave.
- 5.3 An employee enrolled in this plan whose employment has been terminated shall be paid any monies deferred plus interest accrued to the date of withdrawal from the plan in accordance with Article 5.4 below.
- 5.4 Repayment shall be made as per Agreement between the employee and the Board.
- 5.5 Should an employee die while participating in this plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the employee's estate.
- 5.6 All employees wishing to participate in the plan shall be required to sign an Agreement supplied by the Board before final approval for participation will be granted.
- 5.7 Board approval is required to withdraw from the plan.

SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

APPLICATION

For Participation in the Employee-Funded Deferred-Wages Leave Plan

I have read the terms and conditions of Superior-Greenstone District School Board's Employee-Funded Deferred-Wages Leave Plan and hereby agree to enter the plan under the following terms and conditions:

1.0 Enrolment Date

I wish to enroll in the plan commencing _____.

2.0 Year of Leave

I wish to take my Leave of Absence from Superior-Greenstone District School Board from:

_____ to _____.

3.0 Financial Arrangements

The financing of my participation in the Employee-Funded Deferred-Wage Leave Plan shall be according to the following schedule:

- 3.1 Commencing September 1, 19 __, I wish to defer __% of each of my salary payments for the next __ years.
- 3.2 Annually, Superior-Greenstone District School Board agrees to provide me with a statement regarding the status of my account.
- 3.3 In the year of my leave, the total monies accumulated to the effective date of the leave will be paid to me in one or two lump sum payments as mutually agreed between myself and the Board.

Employee's Signature

Signature of Board Representative

Witness _____

Witness _____

Date _____

Date _____

Employee's Present School _____

LETTER OF UNDERSTANDING

- Between -

Superior-Greenstone District School Board

- And -

Service Employees International Union, Local 2.0n

Re: Cumulative Sick Leave

Notwithstanding Article 19.06 (Cumulative Sick Leave), employees who, as of the date of ratification, have accumulated more than two hundred and fifty (250) sick leave days shall be allowed to retain their accumulated days. However, no more than two hundred and fifty (250) days may be used toward their retirement gratuity. Should those employees' accumulated total decrease through use, to less than two hundred and fifty (250) days, then they will be governed by the Collective Agreement provisions for accumulation thereafter.

Dated this 3 day of MARCH, 2008.

SIGNING FOR THE BOARD:

SIGNING FOR SEIU, LOCAL 2.0N:



Superior-Greenstone DSB



Service Employees International Union
Local 2.0n

LETTER OF UNDERSTANDING
- Between -
Superior-Greenstone District School Board
- And -
Service Employees International Union, Local 2.0n

Re: Full-time Benefits

Notwithstanding Article 19.0: (Group Life and Welfare Plans), employees who, as of the date of ratification, work less than twenty-four (24) hours but receive full-time benefits will continue to qualify for full-time benefits.


Dated this 3 day of MARCH, 2008.

SIGNING FOR THE BOARD:



Superior-Greenstone DSB

SIGNING FOR SEIU, LOCAL 2.0N:



Service Employees International Union
Local 2.0n

LETTER OF UNDERSTANDING
- Between -
Superior-Greenstone District School Board
- And -
Service Employees International Union, Local 2.0n

Re: Six (6)-Hour Employees

Notwithstanding Article 19.0: (Group Life and Welfare Plans), employees working as six (6) hour part-time employees shall be exempt from the mandatory benefit provision outlined in 19.01.

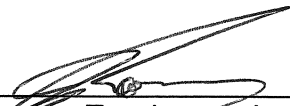
Dated this 3 day of MARCH, 2008.

SIGNING FOR THE BOARD:



Superior-Greenstone DSB

SIGNING FOR SEIU, LOCAL 2.0N:



Service Employees International Union
Local 2.0n

LETTER OF UNDERSTANDING
- Between -
Superior-Greenstone District School Board
- And -
Service Employees International Union, Local 2.0n

Re: Twenty (20) Minute Paid Lunch

Notwithstanding Article 18.0 (Hours of Work and Overtime), employees who, as of the date of ratification, have a twenty minute paid lunch period will continue to receive a twenty (20) minute lunch period.


Dated this 3 day of MARCH, 2008.

SIGNING FOR THE BOARD:

SIGNING FOR SEIU, LOCAL 2.ON:



Superior-Greenstone DSB



Service Employees International Union,
Local 2.0n

LETTER OF UNDERSTANDING

- Between -

Superior-Greenstone District School Board

- And -

Service Employees International Union, Local 2.0n

Re: PDT Implementation

The parties agree to the following steps for the implementation of the PDT agreement.

1. Funding for Professional Development – The Government has indicated it's intention, pending the approval of the Lieutenant Governor in council, to allow non-recurrent funding in the subsidies for the needs of the students in 2008 – 2009 for professional development and training of the educational support staff which includes all members of SEIU Local 2. The Board will transfer to the SEIU Local 2, \$3909.42 for purpose of professional development, training and equipment.

The Board will disclose the financial analysis of this funding to SEIU Local 2.

SEIU Local 2 will be in charge of reimbursing its local members or the uses of this funding in accordance with the intentions in this present letter.

SEIU will provide the School Board no later than August 31, 2009 a letter certifying that the funds have been used according to it's intent mentioned in this letter of agreement.

2. The parties will have a yearly conversation to identify one Board-wide project that would contribute to the public's positive perception of the quality of Board properties, contingent on resources available to the Board.
3. Enhancement of Custodial and Maintenance staff – The Parties will use the additional funding for school operations beginning in the 2009-2010 in the following sequence:
 - (a) to offset any staff reductions that may otherwise have occurred in 2009-2010 due to declining enrolment;
 - (b) any remaining funds to hire additional staff in 2009-2010;
 - (c) the requirement to offset declining enrolment is only for one (1) year (2009-2010).

4. The parties agree that improvements in working conditions locally negotiated with cost implications not included in the PDT agreement shall be done within their share of the \$33 million enhancement.

Considering the Government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to allocate an additional enhancement based upon the ratio of the Board's FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements, the parties agree to meet as soon as practicable once the FTE is determined for such year to increase benefits and working conditions by determining the allocation of such enhancement. The enhancement(s) will be effective September 1, 2010.

Dated this 3 day of MARCH, 2008.

SIGNING FOR THE BOARD:



Superior-Greenstone DSB

SIGNING FOR SEIU, LOCAL 2.ON:



Service Employees International Union
Local 2.0n

LETTER OF UNDERSTANDING

- Between -

Superior-Greenstone District School Board
- And -
Service Employees International Union, Local 2.0n

Re: Professional Development

The parties agree that a committee comprised of the Manager of Plant Services, Maintenance Coordinator and two union representatives will discuss suggestions from the bargaining unit with respect to professional development and training.


Dated this 3 day of MARCH, 2008.

SIGNING FOR THE BOARD:

SIGNING FOR SEIU, LOCAL 2.0N:



Superior-Greenstone DSB



Service Employees International Union
Local 2.0n