

Collective Agreement

between

Ontario Secondary School Teachers' Federation
(hereinafter called the "OSSTF" or "Union")

Representing

Supervision Monitors and Cafeteria Assistants of District 24, Waterloo
of the Ontario Secondary School Teachers' Federation
Employed by the Board
(hereinafter called the "Bargaining Unit")

and

Waterloo Region District School Board
(hereinafter called the "Board")

September 1, 2008 to August 31, 2012

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ARTICLE I - PURPOSE

- 1.01** The purpose of this Agreement is to promote the morale, well-being and security of all the employees in the Bargaining Unit, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salary for all employees who are subject to the provisions of this Agreement.

ARTICLE II - EFFECTIVE PERIOD

- 2.01** This Agreement shall be in effect 1st day of September, **2008** and shall continue in force up to and including August 31, **2012** and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the **Ontario Labour Relations Act**.
- 2.02** If either party gives notice of its desire to negotiate amendments in accordance with section 2.01, the parties shall meet within fifteen (15) days from the giving of notice, or within such further period as the parties agree upon, to commence negotiations for the renewal of the Agreement in accordance with the **Ontario Labour Relations Act**.
- 2.03** Revisions may only be made to this Agreement with the mutual written consent of the parties. Each party shall determine its respective bargaining procedures required to provide consent.

ARTICLE III - RECOGNITION

- 3.01** The Board recognizes the OSSTF as the bargaining agent authorized to negotiate on behalf of its Members employed by the Waterloo Region District School Board as supervision monitors and cafeteria assistants, including temporary employees assigned as such.
- 3.02** The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 3.03** The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.04** A Member who has been summoned to a meeting or who has formally requested a meeting for the purpose of discussing a professional difficulty shall be entitled to have Bargaining Unit and/or OSSTF representation.
- 3.05** The Bargaining Unit recognizes the right of the Board to utilize the services of representatives of the Trustees' Association or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to

the negotiation and administration of this Collective Agreement.

3.06 No discrimination, intimidation, interference, restraint or coercion will be practised by either the Board or the Bargaining Unit or by any of its officers or representatives against any Employee by reasons of membership or activity in the Union.

3.07 It is agreed that the Board and the Bargaining Unit or any of its officers or members shall act in accordance with the provisions in the Ontario Human Rights Code.

3.08 It is agreed that all Letters of Understanding **that are appended to the Collective Agreement** and all Appendices to this Agreement are deemed part of this Collective Agreement.

3.09 Definitions:

- (a) “Board” means the Waterloo Region District School Board.
- (b) “OSSTF” means the Ontario Secondary School Teachers’ Federation.
- (c) “Bargaining Unit” refers to the Supervision Monitors and Cafeteria Assistants/ OSSTF District 24.
- (d)
 - (i) “Ten-month Full-Time Employee” means an Employee who is employed to work ten (10) months per year, thirty-five (35) hours per week.
 - (ii) “Ten-month Part-Time Employee” means an Employee who is employed to work ten (10) months per year, less than thirty-five (35) hours per week.
- (e) Temporary Employee shall mean an employee hired to:
 - (i) replace a permanent or probationary Employee absent due to illness, accident or leave of absence, or any other temporary reasons, for a period of time not to exceed one (1) school year;
 - (ii) work during periods of heavy workload or other temporary requirements for a period not exceeding three (3) months. Such temporary hours will be only those hours assigned in excess of the permanent hours allotted at the commencement of the school year to each school. The Bargaining Unit President shall be notified of such assignments. Notwithstanding **3.09 (e) (i)** and subject to discussion with the Bargaining Unit, such period of time may be extended by mutual consent of the parties.
 - (iii) to support supervision requirements in the elementary panel as determined by Human Resource Services in consultation with Learning Services. Time assigned shall not exceed one (1) school year in length. Allocation is reviewed on an annual basis.
 - (iv) A Temporary Employee who is hired to a full time temporary assignment known to be greater than six (6) months in duration shall be entitled to two (2) days of sick leave credit for reasons of personal illness or injury per consecutive month of employment.

Where a temporary assignment extends beyond six (6) months and the Temporary Employee remains in the same temporary assignment, the Temporary Employee shall be entitled to two (2) days of sick leave credit per consecutive month of employment commencing the first day of the seventh month of consecutive employment for reasons of personal illness or injury.

Such sick leave shall be cumulative to the end of the assignment. A Temporary Employee who works less than full time shall receive such sick days pro-rated to time worked.

(v) Temporary Employees shall not, by virtue of such employment, become permanent or probationary employees. The following provisions of the Collective Agreement shall be the only provisions that apply to temporary employees:

- Article I - Purpose
- Article III - Recognition
- Article V - Union Membership and Dues Checkoff
- Article VI - No Strike or Lockout
- Article VII - Management Rights
- Article VIII - Labour/Management Relationships (8.01, 8.02, 8.03, 8.04 and 8.05)
- Article XI - Grievance Procedure
- Article XIV - Working Condition and Hours of Work (14.01, 14.02, and 14.08)
- Article XVI - Hourly Rates of Pay (16.01(c))

(vi) Where a Temporary Employee becomes permanent in the same assignment without a break in service from the temporary assignment, seniority and accumulated sick days shall be retroactive to the start date of the temporary assignment.

ARTICLE IV - STAFF/MANAGEMENT COMMITTEE

4.01 The Staff/ Management Committee shall consist of up to three (3) representatives from the Bargaining Unit and up to three (3) representatives from management. Its purpose will be to consider matters of mutual interest. This committee shall meet monthly as scheduled or at the request of either party.

4.02 If the Board schedules such meetings during working hours, the Bargaining Unit representatives required to attend such meetings shall suffer no loss of pay.

ARTICLE V - UNION MEMBERSHIP AND DUES CHECKOFF

5.01 (a) Any employee presently a member of the Bargaining Unit and a member of the Bargaining Unit at the time of signing this agreement shall, as a condition of continued employment, remain a member of the Bargaining Unit, and further, any new employee of the Board working in the categories covered by this agreement

shall, as a condition of employment, become a member of the Bargaining Unit.

- (b) On each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF dues and any chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- (c) The OSSTF dues deducted in 5.01(b) shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- (d) Dues specified by the Bargaining Unit in 5.01(b), if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, their workplace location, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- (e) OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE VI - NO STRIKE OR LOCK-OUT

- 6.01** There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be defined as in the **Ontario Labour Relations Act**.
- 6.02** In the event of a strike by other employees of the Board, no Employee covered by this Collective Agreement shall be required to perform any duties normally and regularly performed by those other employees of the Board.

This shall not preclude participation of the Employee in duties associated with student safety, neither does this preclude the Employee from continuing to perform the duties of his/her position that would normally be assigned.

ARTICLE VII - MANAGEMENT RIGHTS

- 7.01** Both parties to this Agreement recognize that, subject to this Agreement, it is the sole right and responsibility of the Board to operate and manage the affairs of the Board in accordance with the statutes and regulations of Ontario.
- 7.02** The Board agrees to precede any change to policy which affects Bargaining Unit members by written communication to the President of the Bargaining Unit.

ARTICLE VIII - LABOUR/MANAGEMENT RELATIONSHIPS

- 8.01** The Board agrees to provide all Bargaining Unit members with **an electronic** copy of the Collective Agreement, the name of the Bargaining Unit President and the address and telephone number of the District 24 office.
- 8.02** The Bargaining Unit shall notify the Board annually in writing the names of its representatives as follows: officers, including grievance office, collective bargaining members, and branch representatives.
- 8.03** The Bargaining Unit shall be allowed to carry out Union business on the Board's premises at reasonable times and in reasonable locations.
- 8.04** The Bargaining Unit and its members shall have reasonable access to school fax machines in order to communicate between the worksite and District Office at a nominal fee established by school policy for non-Board business.
- 8.05** The Bargaining Unit shall continue to have reasonable access to the Board's courier service for communication with its Members and with the Board.
- 8.06** The Board agrees to provide on its electronic information system for each Bargaining Unit Member, the following: grid step placement, salary, benefit plan participation and accumulated sick leave credits as of August 31st.
- 8.07** The Board agrees to provide the Bargaining Unit President, by September 30th of each year, with a list of employees who are eligible to perform temporary work as a supervision monitor or cafeteria assistant.

If additional names are added during the school year, notification will be provided in writing, on a monthly basis, to the Bargaining Unit President.

ARTICLE IX - PROBATIONARY PERIOD

- 9.01** An employee, other than a temporary or casual employee, hired by the Board shall serve a probationary period no longer than six (6) consecutive working months. Extended periods of absence due to illness, leaves of absence, and Workplace Safety and Insurance Board claims are not considered part of the six (6) months.

ARTICLE X - JUST CAUSE

- 10.01** No Member shall be discharged, demoted, disciplined or suspended without just cause.
- The President of the Bargaining Unit shall receive copies of all correspondence regarding said breaches at the same time the Employee receives such notice.**
- 10.02** It is understood that discharge or discipline of a probationary employee shall not be the subject of a grievance provided the Board was acting in good faith.

ARTICLE XI - GRIEVANCE PROCEDURE

11.01 Definitions:

- (a) A grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (b) A “party” shall be defined as:
 - (i) the Bargaining Unit
 - (ii) the Board
- (c) “Days” shall mean regular workdays unless otherwise indicated.

11.02 Informal Stage:

An employee, with the concurrence of the Bargaining Unit, may initiate a complaint with the immediate supervisor within twenty-five (25) days from the day the cause of the grievance became known, or reasonably ought to have been known. The immediate supervisor shall answer the complaint in writing within five (5) days after the receipt of the complaint.

11.03 Formal Stage - Grievance Procedure - Individual

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps are to be taken in sequence provided that the informal stage to resolve the matter with the immediate Supervisor has failed.

(a) Step 1

Within ten (10) days following the reply of the immediate Supervisor under the informal stage, the Bargaining Unit may initiate a written grievance to the Supervisor’s Superintendent. The written grievance shall contain:

- (i) a statement of the facts to support such a grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement; and
- (ii) the clauses in the Collective Agreement alleged to be violated; and
- (iii) the relief sought (remedy); and
- (iv) the signature of the Grievance Officer or designate of the Bargaining Unit.

The Supervisor’s Superintendent shall meet with the Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance. The Supervisor’s Superintendent shall answer the grievance in writing within five (5) days following the meeting.

(b) Step 2

If the reply of the Supervisor’s Superintendent is not acceptable to the Bargaining

Unit, the Bargaining Unit may make a written request within five (5) days to the Superintendent of Human Resources.

With the mutual consent of the Bargaining Unit and the Superintendent of Human Resources or designate, the Superintendent of Human Resources or designate shall meet with the Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance. The Superintendent of Human Resources or designate shall answer the grievance in writing within five (5) days after receipt of the grievance, or, within five (5) days following the meeting if such meeting occurred.

(c) Step 3

If the reply of the Superintendent of Human Resources or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education.

The Director of Education or designate shall meet with the Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance. The Director of Education or designate shall answer the grievance in writing within five (5) days following the meeting.

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration but such application must be made within twenty (20) days of the receipt of the reply.

11.04 Grievance Procedure - Party

In the case of all other grievances by a party to the Collective Agreement (including those on behalf of a group of members, or an individual member who by circumstances is unable to initiate an individual complaint), the party making the grievance shall take the following steps in sequence to resolve the matter:

(a) Step 1

The party making the grievance shall make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be within twenty-five (25) days from the day the cause of the grievance became known or reasonably ought to have been known, who shall answer the grievance in writing within five (5) days following receipt of the written grievance.

The written grievance shall contain:

- (i) a statement of the facts to support such a grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement; and
- (ii) the clauses in the Collective Agreement alleged to be violated; and
- (iii) the relief sought (remedy); and
- (iv) the signature of the Grievance Officer or designate of the Bargaining Unit.

(b) Step 2

If the reply of the President of the Bargaining Unit (or designate) or the Director of Education (or designate), as the case may be, is not acceptable to the party making

the grievance, that party may then apply in writing for arbitration within twenty (20) days of the receipt of the reply.

11.05 Grievance Mediation

- (a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- (b) The parties agree that the cost of the mediator shall be split equally between the parties.
- (c) The timelines outlined in the grievance procedure shall be frozen at the time the parties agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

11.06 Arbitration

The party desiring the arbitration shall notify the other party, in writing, of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other either it accepts the other party's appointee as a single arbitrator or of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

It is understood and agreed that the Arbitrator appointed pursuant to this Article shall have the powers, rights, privileges and jurisdiction of an Arbitrator appointed pursuant to the provisions of the Labour Relations Act of Ontario, but in no case shall the Arbitrator be authorized to alter, modify or amend any art of this Agreement.

11.07 Cost of Arbitration

Both parties agree to pay one-half of the fees and expenses of the single arbitrator. In the case of an Arbitration Board, the parties agree to pay the fees and expenses of their respective appointees and one-half of the fees and expenses of the Chair of the Arbitration Board.

11.08 Timelines may be extended if mutually agreed in writing.

11.09 No member who is summoned to be in attendance at any stage of the grievance/arbitration procedures shall be detrimentally affected with respect to any provision within this Collective Agreement.

11.10 One or more steps in the grievance procedure may be omitted upon the written consent of the parties.

11.11 Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.

ARTICLE XII - SENIORITY

12.01 Seniority shall mean the length of continuous service in a position covered by this Agreement.

12.02 A Member shall accumulate seniority during a leave of absence which has been approved by the Board.

12.03 Where two or more Members are initially found to have equal seniority, the following criteria, taken in order, shall determine seniority:

- (a) length of continuous employment with the Board;
- (b) length of aggregate employment with the Board;
- (c) by lot.

12.04 Seniority, once established for a Member, shall be forfeited and the Member's employment shall be deemed to be terminated under the following conditions:

- (a) if the Member resigns from employment with the Board;
- (b) if the Member retires;
- (c) if the Member is discharged for just cause and not reinstated through the Grievance and Arbitration Procedure;
- (d) if the Member has been laid off in excess of two (2) years;
- (e) if the Member fails to report for employment after the expiration of any leave granted, or fails to notify the Board of intention to return to work within six (6) working days after notice of recall from layoff is sent by registered mail to the last address shown on the Board's records.

12.05 Seniority lists, current as of September 30th, will be supplied to the Bargaining Unit in October of each year. The seniority lists will be determined in accordance with the provisions of this article, and shall be used for the purposes of determining layoff and recall. Any objection to the seniority lists shall be made to the Manager of Employee Relations within thirty (30) days, otherwise the listing shall be considered correct.

12.06 Seniority lists will be prepared for the following job classifications:

- (a) supervision monitor
- (b) cafeteria assistant.

12.07 A Member who has been recalled under 12.08(d) to another job classification shall be entitled to seniority within that job classification calculated, based upon continuous employment, from the date of certification of the Bargaining Unit.

12.08 Layoff and Recall

- (a) Layoff and recall shall be on the basis of seniority, as defined under Article 12.01 among the members within the classification.
- (b) In the event of layoffs, Members within a job classification shall be laid off in the order of seniority beginning with the least senior.
- (c) Members shall be recalled within their own job classification in inverse order of layoff.
- (d) If there are no Members in a job classification on recall, then a Member on recall from the other job classification shall be offered an available opening in another job class for which they can demonstrate ability to perform the job based upon the normal hiring criteria in a job posting. A Member who has accepted a position in another job classification retains the full rights of recall to a position within their own job classification as outlined in 12.08(e).
- (e) Members who are laid-off shall retain the right of recall for two (2) years to the job classification following the date of layoff. Member's right of recall shall be forfeited and the Member's employment in the job classification for which they were laid off shall be deemed to be terminated when:
 - (i) the Member declines recall to a job classification for which the laid-off employee has seniority;
 - (ii) the Member fails to notify the Board of intention to return to employment within six (6) working days after notice of recall is sent by registered mail to the last address shown on the Board's records.
 - (iii) It shall be the duty of the laid-off Member to notify the Board promptly, in writing, of any change of address. If a laid-off Member should fail to do so, the Board shall not be responsible for failure of notice to reach the laid-off Member. Any notice sent by the Board by registered mail to the address of the laid-off Member, which appears on the Board's records, shall be deemed to have been received by the laid-off Member.
 - (iv) A Member who is recalled to a position with the Board following the effective date of termination shall be placed into a position as though there were no break in service. Notwithstanding the foregoing, if a Member who is probationary is recalled to a position with the Board more than ten (10) working days following the effective date of termination, time equivalent to the time on the recall list may be added to the remaining probationary period. Experience for grid purposes shall not accrue during any period of layoff.

ARTICLE XIII - JOB POSTINGS

13.01 Definitions

“First consideration” shall mean that qualified Bargaining Unit applicants are to be screened, interviewed, and selected in accordance with this Article.

“Posting” shall mean electronic posting.

13.02 (a) Where there is a vacancy in the Bargaining Unit that is known to last for not less than six (6) months, it shall be filled as follows:

- i) In order of seniority, to an employee, who is on the recall list, or who has been declared surplus, subject to having the necessary qualification, ability, relevant knowledge, and skills to perform the job; otherwise,**
- ii) The vacancy shall be posted for at least five (5) working days prior to the closing date of the competition. For the purposes of posting positions in the months of July and August, vacancies shall be posted for at least ten (10) days.**

(b) Posted vacancies shall be filled in the following order:

- i) First consideration shall be given to applications from permanent full-time and part-time employees who hold the necessary qualifications and are not under a performance review and/or are not subject to ongoing disciplinary action; and if there are none**
- ii) Applications from probationary full-time and part-time employees who hold the necessary qualifications; and if there are none**
- iii) Applications from casual or temporary employees within the Bargaining Unit who hold the necessary qualifications; and if there are none**
- iv) External candidates from outside the Bargaining Unit.**

13.03 Job postings shall normally reflect but shall not be limited to the work location, job title, starting date, general requirements to perform the duties of the position, and to whom the applications should be sent.

13.04 In selecting a candidate to fill a position within the Bargaining Unit, the Employer shall consider:

- (1) Skill, ability, qualifications and experience required by the position**
- (2) Seniority.**

Where the factors in (1) are relatively equal, in the judgment of the Employer, then factor (2) shall govern.

Where factor (2) is utilized, seniority shall be measured in accordance with Article XII (Seniority) of this Collective Agreement.

13.05 The Employer may place a casual employee in a vacant position pending staffing of the position in accordance with this Article.

13.06 A copy of each job posting shall be provided to the President of the Bargaining Unit at the time of the posting.

13.07 Members of the Bargaining Unit shall have access to job exchange and/or job sharing consistent with Board policy as outlined in the Board's Administration Procedures.

ARTICLE XIV - WORKING CONDITIONS AND HOURS OF WORK

14.01 Hours of Work

- (1) The normal hours of work for the Supervision Monitors shall be between 7.30 a.m. and 4.00 p.m.
- (2) The normal work hours of work for the Cafeteria Assistants shall be between 6:00 a.m. and 3.30 p.m.
- (3) The hours assigned shall be established by the Employee's supervisor. A full-time equivalent position shall be considered thirty-five hours per week.

14.02 Full-time employees shall be entitled to a fifteen (15) minute break in the a.m. and a fifteen (15) minute break in the p.m. Part-time employees shall be entitled to one fifteen (15) minute break for each 3.5 hours of consecutively assigned work. Such breaks may be taken away from the employee's normal work area. Such breaks shall be scheduled at a time mutually agreeable to the Employee and the Employee's supervisor.

- 14.03** a) Employees shall be paid at the rate of time and one-half for all previously authorized hours worked over their regular seven (7) hour workday. The Employee may elect, with the approval of the supervisor, to take time-in-lieu of such paid overtime.
- b) **If approved lieu time cannot be taken, the employee shall submit a time sheet. The employee will be paid within four (4) weeks of submission of the completed time sheet to the Payroll Department.**

14.04 Employees who are called back to work by their Supervisor shall be paid a minimum of two (2) hours at the appropriate overtime rate.

14.05 Employees who are scheduled to work less than a seven (7) hour day and who are required to work longer than their scheduled hours on a regular working day shall be paid the regular hourly rate for the hours worked up to and including seven (7) hours. After seven (7) hours have been worked, article 14.03 applies.

- 14.06** (a) Authorized time worked on Saturdays shall be paid at the rate of time and one half.
- (b) Authorized time worked Sunday shall be paid at the rate of double time.
- (c) Authorized time worked on paid holidays, as listed in Article XIX, 19.01, shall be

paid at double and one-half time.

- 14.07** Employees shall be entitled to participate in at least three (3) scheduled Professional Activity Days including the professional activity day scheduled for the last day of the school year and the County-Wide Professional Development. It is expected that all employees will be in attendance on the scheduled professional activity days and each person in attendance will be paid their normal rate of pay for the day.
- 14.08** Supervision Monitors shall not be assigned teaching duties, as provided for in the Education Act and Regulations thereunder, but will be required to perform such supervisory duties to ensure the safety and well being of students.
- 14.09** Effective September 1, 2003, the minimum number of work days assigned to supervision monitors shall be the minimum number of school days required within the **Education Act**.
- 14.10** Effective September 1, 2003, the minimum number of work days assigned to cafeteria assistants shall be the minimum number of days from the first day of the school year for students to the Friday preceding the end of the school year.

ARTICLE XV - LEAVE PLANS

15.01 Cumulative Sick Leave

- (a) Sick leave for full-time employees **actively at work** shall be based on an allowance of two days per month. Part-time employees shall be included in the plan on a prorated basis.
- (b) Unused sick leave days may accumulate to a maximum of two hundred and twenty (220) days.
- (c) Employees who commence employment during any month shall be credited with pro-rated number of sick leave days rounded up to the nearest one-half day.
- (d) An employee who commences employment with the Board who had been an employee of a school board or a municipality that has an established sick leave credit plan shall be entitled to transfer the sick leave credits from the previous school board or municipality for the employee's credit with the Board. The amount of sick leave credit transferred shall not exceed the amount of cumulative sick leave credits permitted under this Agreement.
- (e) Charges against the plan:
 - i) Charges against the plan shall be for absence due to illness, disability or family care leave.
 - ii) The credited allowance shall apply to either illness, disability, or family care leave in any one (1) year of employment.
 - iii) Beyond the credited allowance for absence due to illness, disability, or family care leave, the Board shall continue to pay the employee at the employee's per diem rate of pay until the employee's reserve has been

exhausted.

- (f) A cafeteria assistant who has used less than five (5) sick leave days in a school year shall be paid five (5) days at their scheduled hours of work less any actual sick days used during the school year on the last pay cheque in June. Where such sick leave days are paid out, the equivalent number of sick days shall be deducted from the employee's accumulated sick leave credits.

15.02 Bereavement Leave

- (a) Leave without loss of pay for up to five (5) school days for a bereavement in the immediate family which shall include: father, mother, sister, brother, child, spouse (or equivalent), stepfather, stepmother, stepchild, ward, fiancé(e).
- (b) Leave without loss of pay for up to three (3) school days for a bereavement in the immediate family which shall include: grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepbrother, stepsister, guardian.
- (c) Additional leave without loss of pay for up to two (2) school days may be granted for travel time, only if such is required for (a) and (b) immediately above.
- (d) Leave without loss of pay for bereavement of aunt, uncle, niece, nephew, or close personal friend subject to the conditions outlined in Miscellaneous Leaves 15.03 below.

15.03 Miscellaneous Leaves

A Member shall be entitled to leaves with pay and without deduction from accumulated sick leave account for up to three (3) school days per year for the following purposes and subject to the restrictions indicated:

- i) Bereavement leave for up to one (1) school day for aunt, uncle, niece, nephew, or close friend as outlined in 15.02 (d) above to a maximum of two (2) school days per year.
- ii) Writing examinations, but not including preparation time, to a maximum of two (2) school days per year.
- iii) Attendance at graduation ceremonies from a post-secondary institution when the Member, Member's spouse and/or children are recipients of a degree to a maximum of one (1) school day per year.
- iv) Leave to observe Religious Holy Days required by a Member in addition to paid leave days provided in 15.04 below.

15.04 Leave To Observe Religious Holy Days

- (a) Only Religious Holy Days which fall on a school day where the employee is forbidden to work by the member's religion will be considered.
- (b) Members applying for such Religious Holy Days will give one month's notice to

the **appropriate Human Resources Manager** through their immediate supervisor of pending Religious Holy Days.

- (c) Leave to observe Religious Holy Days will be limited to a maximum of three (3) days with pay and without deduction from accumulative sick leave account. Days in excess of three (3) will be without pay except as otherwise provided in 15.03(iv) above.

15.05 Severe Weather

Members of the Bargaining Unit shall be subject to Board Administration Procedures P.9015 AP 3120, as of May 2007 subject to review, in the event of **severe** weather conditions.

15.07 Personal Leave

Each Member shall be entitled to attend to an important personal matter, to a maximum of one (1) day per school year. Arrangements for this will be made through the Member's immediate supervisor, or designate. A reason is not required for this personal leave day.

15.08 Family Care Leave

An Employee is entitled to leave without loss of pay and without deduction from the sick leave account for up to one (1) day due to illness of father, mother, child, or spouse until suitable nursing help may be obtained. A Member may access up to two (2) additional days with deduction from their accumulated sick leave account.

15.09 Leave of Absence For An Extended Period

A Member who has completed their probationary period may be granted a leave of absence, with or without pay, and without loss of seniority on the following basis:

Written application for such leave showing good and sufficient reason for a leave must be submitted to the Superintendent of Human Resources or designate, for approval, two (2) months prior to the date on which the leave is to commence. A shorter notice period will be acceptable under extenuating circumstances.

15.10 Pregnancy and Parental Leave

- (a) Pregnancy and parental leave shall be granted as provided by the Employment Standards Act and the regulations established thereunder.
- (b) The Board's share of contributions for benefits covered under Article XVI shall be paid on behalf of the employee for the statutory portion of the Maternity Leave.
- (c) Sick days may be used for leave prior to the maternity leave, with a statement from a qualified medical practitioner attesting to the need.
- (d) A Member shall be entitled to a leave for up to one (1) school day in order to be

with the spouse either at the time of birth or to help in the home upon the arrival at home of the newborn or adopted child.

(e) Supplemental Employment Benefit Plan

- (i) During a period of pregnancy/adoption leave, the Board will pay for the first two weeks, payments equivalent to 75% of the wages that would have been received if the employee had not been on leave. This amount will apply to the two-week waiting period only and to the primary caregiver upon submission of proper documentation from Employment Insurance Commission.
- (ii) For the Employee's normal work schedule time that falls within the immediate six (6) week period after birth the Board will pay the equivalent of 100% of the salary and allowances that would have been received if the Employee had not been on leave, less payments received from E.I.C. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Employee's sick leave based on current Regulations. In the event there is a change to the Regulations, the parties shall meet to discuss and resolve the matter.
- (iii) Should an Employee not qualify for maternity benefits under E.I., then the Employee may choose to access sick leave for the lesser of their accumulated sick leave credits or the period described in (ii).

15.11 Compassionate Care Leave

For those Employees who qualify for Employment Insurance (EI) Compassionate Care Benefits, the Board will provide a Supplemental Employment Benefit Plan;

- a) For the two (2) week waiting period during which time the Employee will receive payments equivalent to 75% of the salary and allowances that would have been received had the Employee not been on leave. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Employee's sick leave.
- b) For up to six (6) additional weeks, during normal work schedule time, the Employee will receive payments equivalent to the difference between the Employment Insurance the employee is eligible to receive and 75% of the salary and allowances that would have been received had the employee not been on leave. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Employee's sick leave.

15.12 Jury or Witness Leave

Any Member who is required to act as a juror or court witness in any proceeding to which the Member is not a party or one of the persons charged, will be granted the necessary leave of absence, without loss of pay, benefits or seniority, provided that the payment the Member receives from the court, exclusive of expenses, is turned over to the Board.

15.13 Quarantine

Leave with pay and without loss of benefits, experience or seniority shall be granted to a Member despite absence from duty in any case where, because of exposure to a communicable disease, the Member is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Member's duties.

15.14 Workplace Safety Insurance

- (a) When an Employee has submitted a claim to the Workplace Safety & Insurance Board, the Employer will advance the Employee **their daily rate of pay** during the absence and the Employee's accumulated sick leave account will be charged one (1) full day for each day absent until the Employee's accumulated sick leave has expired or until the Workplace Safety & Insurance Board renders a decision, whichever comes first.
- (b) Should the Workplace Safety & Insurance Board allow the lost time, the Employee's accumulated sick leave account will be adjusted within fifteen (15) working days of the Employer receiving written confirmation from the Workplace Safety & Insurance Board, to reflect the appropriate percentage top up not covered by the Workplace Safety & Insurance Allowance. When the Employee's accumulated sick leave account has expired, the Workplace Safety & Insurance Allowance will be paid by the Workplace Safety & Insurance Board directly to the Employee and the Employee will be placed on an approved leave of absence, without pay.
- (c) Should the Workplace Safety & Insurance Board deny the lost time, the Employee's accumulated sick leave account will continue to be charged one (1) full day for each day absent until the Employee returns to work or until the Employee's accumulated sick leave account has expired, whichever comes first. The amount of any advance paid to the Employee will be converted fully to sick leave salary, necessary to remit the Employee's federal income tax, employment insurance premiums and Canada Pension Plan contributions. At the expiration of the Employee's accumulated sick leave, the procedure outlined in Article XV, 15.13(e) will apply.
- (d) Should the Member's accumulated sick leave account expire before the Workplace Safety & Insurance Board renders a decision and following consultation with the Member and the Bargaining Unit, Human Resources may place the Member on a Leave of Absence without pay.
- (e) At the expiration of an employee's sick leave benefits, the Employer shall receive from the Employer's physician and if necessary from a medical specialist, a

statement which will indicate one of the following:

- (i) The Employee should be able to resume regular duties with the Employer. The Employer is prepared to grant a leave of absence for illness for up to one (1) year under the circumstances referred to in 15.13(e) above and will guarantee to hold the Employee's position for that period of time.
- (ii) The Employee is sufficiently disabled so as to be unable to carry out any duties with the Employer and should, therefore, be receiving benefits under the Bargaining Unit's Long-Term Disability Plan, if available. For Employees not participating in the Long Term Disability Plan, the Employer has the right to terminate any employee unable to return to work.

The Employer agrees to hold the employee's position, or a similar position in duties and salary, for a period of up to two (2) years. After two (2) years on Long-Term Disability, if medical opinion indicated that the Employee is permanently disabled, the Employee may be terminated. If, in the opinion of the physician(s) the Employee is not permanently disabled, the Employer may grant a leave of absence for a specific period of time.

The Employer is prepared to grant a leave of absence for illness for up to one (1) year under the circumstances referred to in 15.14 (e) above and will guarantee to hold the Employee's position for that period of time.

15.15 Bargaining Unit Leave

The President of the Bargaining Unit, or designate, shall be entitled to thirty (30) days per school year to attend to union business. Such days shall be without loss of pay, seniority or benefits. The President of the Bargaining Unit, or designate, shall notify the Manager of Employee Relations & Staffing (Admin. & Support Staff) and the employee's immediate supervisor at least two (2) days in advance of such leave being taken.

ARTICLE XVI - HOURLY RATES OF PAY

16.01 (a) Cafeteria Assistants:

- (i) Effective September 1, 2008:

Step	Hourly Rate
1	\$10.39
2	\$10.69
3	\$11.02
4	\$11.33

(ii) Effective September 1, **2009**:

Step	Hourly Rate
1	\$10.70
2	\$11.01
3	\$11.35
4	\$11.67

(iii) Effective September 1, **2010**:

Step	Hourly Rate
1	\$11.02
2	\$11.34
3	\$11.69
4	\$12.02

(iv) Effective September 1, **2011**:

Step	Hourly Rate
1	\$11.35
2	\$11.68
3	\$12.04
4	\$12.38

(b) **Supervision Monitors (Secondary)**

(i) Effective September 1, **2008**:

Step	Hourly Rate
1	\$14.63
2	\$15.93
3	\$17.25
4	\$18.59

(ii) Effective September 1, **2009**:

Step	Hourly Rate
1	\$15.07
2	\$16.41
3	\$17.17
4	\$19.15

(iii) Effective September 1, 2010:

Step	Hourly Rate
1	\$15.52
2	\$16.90
3	\$18.30
4	\$19.72

(iv) Effective September 1, 2011:

Step	Hourly Rate
1	\$15.99
2	\$17.41
3	\$18.85
4	\$20.31

(c) **Supervision Monitors (Elementary)**

(i) Effective September 1, 2008:

\$11.24 (equals 80% of Temporary Employee Rate of pay)

**After 3 consecutive months of employment in the same assignment,
80% of Step 1 of the Supervision Monitors (Secondary)**

\$11.70

(ii) Effective September 1, 2009:

\$11.58 (equals 80% of Temporary Employee Rate of pay)

**After 3 consecutive months of employment in the same assignment,
80% of Step 1 of the Supervision Monitors (Secondary)**

\$12.06

(iii) Effective September 1, 2010:

\$11.92 (equals 80% of Temporary Employee Rate of pay)

**After 3 consecutive months of employment in the same assignment,
80% of Step 1 of the Supervision Monitors (Secondary)**

\$12.42

(iv) Effective September 1, 2011:

\$12.28 (equals 80% of Temporary Employee Rate of pay)

**After 3 consecutive months of employment in the same assignment,
80% of Step 1 of the Supervision Monitors (Secondary)**

\$12.79

(c) Temporary Employees (Secondary School Setting)

A temporary employee shall be paid the following rates during the first three (3) months in a temporary assignment:

(i) Cafeteria Assistants	
Effective September 1, 2008	\$9.86
Effective September 1, 2009	\$10.16
Effective September 1, 2010	\$10.46
Effective September 1, 2011	\$10.77
(ii) Supervision Monitors (Secondary)	
Effective September 1, 2008	\$14.05
Effective September 1, 2009	\$14.47
Effective September 1, 2010	\$14.90
Effective September 1, 2011	\$15.35

Temporary employees shall be paid at Step One of their appropriate grid after three (3) consecutive months of employment in the same temporary assignment.

- 16.02** All Members will be placed on the grid at their appropriate grid step based upon their accumulated experience with the Board as of the date of ratification.
- 16.03** All Members who are not at the maximum grid step shall proceed through their appropriate level on the basis of approved annual increments, calculated from their date of hire.
- 16.04** Recognition for experience may be granted at the time of employment. Such recognition shall be at the discretion of the Superintendent of Human Resources or designate. The onus shall be on the Member to produce verification of previous experience.

ARTICLE XVII - PAY DATES

17.01 For the period September 1, 2008 to August 31, 2009, payment of salaries shall take place on the following dates:

<u>2008 – 2009</u>			
September	<u>12</u>	January	<u>2</u>
September	<u>26</u>	January	<u>16</u>
October	<u>10</u>	January	<u>30</u>
October	<u>24</u>	February	<u>13</u>
November	<u>7</u>	February	<u>27</u>
November	<u>21</u>	March	<u>13</u>
December	<u>5</u>	March	<u>27</u>
December	<u>19</u>	April	<u>9</u>
		April	<u>24</u>
		May	<u>8</u>
		May	<u>22</u>
		June	<u>5</u>
		June	<u>19</u>
		July	<u>3</u>

For the period September 1, 2009 to August 31, 2010, payment of salaries shall take place on the following dates:

<u>2009 – 2010</u>			
September	<u>11</u>	January	<u>1</u>
September	<u>25</u>	January	<u>15</u>
October	<u>9</u>	January	<u>29</u>
October	<u>23</u>	February	<u>12</u>
November	<u>6</u>	February	<u>26</u>
November	<u>20</u>	March	<u>12</u>
December	<u>4</u>	March	<u>26</u>
December	<u>18</u>	April	<u>9</u>
		April	<u>23</u>
		May	<u>7</u>
		May	<u>21</u>
		June	<u>4</u>
		June	<u>18</u>
		July	<u>2</u>

For the period September 1, 2010 to August 31, 2011, payment of salaries shall take place on the following dates:

<u>2010 – 2011</u>			
September	<u>10</u>	January	<u>14</u>
September	<u>24</u>	January	<u>28</u>
October	<u>8</u>	February	<u>11</u>
October	<u>22</u>	February	<u>25</u>
November	<u>5</u>	March	<u>11</u>
November	<u>19</u>	March	<u>25</u>
December	<u>3</u>	April	<u>8</u>
December	<u>17</u>	April	<u>21</u>
December	<u>31</u>	May	<u>6</u>
		May	<u>20</u>
		June	<u>3</u>
		June	<u>17</u>
		June	<u>30</u>

For the period September 1, 2011 to August 31, 2012, payment of salaries shall take place on the following dates:

<u>2011 – 2012</u>			
September	<u>9</u>	January	<u>13</u>
September	<u>23</u>	January	<u>27</u>
October	<u>7</u>	February	<u>10</u>
October	<u>21</u>	February	<u>24</u>
November	<u>4</u>	March	<u>9</u>
November	<u>18</u>	March	<u>23</u>
December	<u>2</u>	April	<u>5</u>
December	<u>16</u>	April	<u>20</u>
December	<u>30</u>	May	<u>4</u>
		May	<u>18</u>
		June	<u>1</u>
		June	<u>15</u>
		June	<u>29</u>
		July	<u>13</u>

17.02 Employees shall not be required to submit time sheets for permanent hours assigned. Where an employee is assigned temporary hours, the Board may require such hours to be reported weekly, on time sheets.

ARTICLE XVIII - VACATION PAY

18.01 Vacation pay is calculated on the basis of years of service to August 31 of the current year. Effective September 1, 2003, Vacation Pay is calculated on the basis of years of service to September 15 of the current year. Effective September 1, 2003, employees shall receive their vacation pay entitlement with their pay on a bi-weekly basis.

Members with:

- a) one (1) year of service and less shall receive 4% of yearly earnings
- b) three (3) years of service shall receive 6% of yearly earnings
- c) six (6) years of service shall receive 6.4% of yearly earnings
- d) seven (7) years of service shall receive 6.8% of yearly earnings
- e) eight (8) years of service shall receive 7.2% of yearly earnings
- f) nine (9) years of service shall receive 7.6% of yearly earnings
- g) ten (10) years of service shall receive 8% of yearly earnings
- h) thirteen (13) years of service shall receive 8.4% of yearly earnings
- i) fourteen (14) years of service shall receive 8.8% of yearly earnings
- j) fifteen (15) years of service shall receive 9.2% of yearly earnings
- k) sixteen (16) years of service shall receive 9.6% of yearly earnings
- l) seventeen (17) years of service shall receive 10% of yearly earnings
- m) nineteen (19) years of service shall receive 10.4% of yearly earnings
- n) twenty-one (21) years of service shall receive 10.8% of yearly earnings
- o) twenty-three (23) years of service shall receive 11.2% of yearly earnings
- p) twenty-four (24) years of service shall receive 11.6% of yearly earnings
- q) twenty-five (25) years of service shall receive 12% of yearly earnings.

ARTICLE XIX - PAID HOLIDAYS

19.01 The following days are considered paid holidays:

- * New Year's Day
 - Family Day**
 - Good Friday
 - ** Easter Monday
 - Victoria Day
 - Canada Day
 - Labour Day
 - Thanksgiving Day
 - * Christmas Day
 - * Boxing Day
- * When any of the above holidays marked * fall on Saturday and/or Sunday, the succeeding Monday (and Tuesday if applicable) will be observed as holiday(s). In the event schools are in session on the succeeding Monday, the preceding Friday will be observed as the holiday.
- ** When it does not fall within mid-winter break

19.02 Payment for paid holidays shall be on the basis of the number of hours worked per week divided by five and multiplied by the appropriate hourly rate in order to establish the paid holiday rate.

ARTICLE XX - BENEFIT PLANS

1. a) Effective January 1, 2002, the Waterloo Region District School Board Plan is described in items 20.01, 20.02, 20.03, 20.04, 20.05, 20.06 and 20.07 and is available

to all Members of the Board's Supervision Monitors.

b) Cafeteria Assistants wishing to participate in the Board's benefit plan may do so on payment of 100% of the premium cost.

c) **Benefit Allowance**

After three (3) months of continuous employment, a permanent Cafeteria Assistant will be paid an additional monthly sum as set out below, calculated and applied on a daily basis, in lieu of benefits (pro-rated for part-time cafeteria assistants).

Benefits Allowance: \$50.00 per month.

2. In the event of a strike or lockout, all benefit plans shall remain in force and shall become the full financial responsibility of the members or the Federation.
3. A copy of the Group Master Policy(ies) relevant to the Bargaining Unit shall be given to the Bargaining Unit within one month of being received by the Board. In the event that the Board changes Carrier(s) of the Insured Benefit Plan, the Board agrees to implement coverage equal to or greater than coverage as described in the Master Policy(ies).
4. The Board and the Bargaining Unit will cooperate in the publication of a benefits Booklet to be made available to all Members covered by this Agreement.
5. Effective September 1, 2006, for the purposes of Article XX only, full-time shall be considered 24 hours or greater.
6. The Benefits booklet is deemed to be part of the collective agreement.

20.01 Extended Health Benefits

1. Members will have the option to participate in a plan, **as defined in number 1 above**, that provides the maximum allowable of "Eligible Expenses" not covered by the Ontario Health Plan. This benefit will have a \$25 annual deductible clause for all eligible expenses except semi-private hospital coverage which shall be fully paid.
2. The cost of the premium to be paid in the following manner:

Effective September 1, 2005:

The cost of the premium is to be paid in the following manner:
the lesser of:

10% as of the June 2005 rate by the Member (pro-rated for part-time members) or

10% of the rate on September 1 by the Member (pro-rated for part-time members)

and the balance paid for by the Board.

Effective September 1, 2009:

The cost of the premium to be paid in the following manner:

95% by the Board; 5% by the Employee.

20.02 Dental Plan

(a) Every new employee who is not enrolled in a dental plan is required to participate in this plan.

(b) The cost of the premium is to be paid in the following manner:

Effective September 1, 2005:

The cost of the premium is to be paid in the following manner:
the lesser of:

10% as of the June 2005 rate by the Member (pro-rated for part-time members) or

10% of the rate on September 1 by the Member (pro-rated for part-time members)

and the balance paid for by the Board.

Effective September 1, 2009:

The cost of the premium to be paid in the following manner:

95% by the Board; 5% by the Employee.

20.03 Basic Group Life And Accidental Death And Dismemberment

1. Employees may select either \$2,000 or \$25,000

The cost of the premium to be paid in the following manner:

Effective September 1, 2005:

The cost of the premium is to be paid in the following manner:
the lesser of:

10% as of the June 2005 rate by the Member (pro-rated for part-time members) or

10% of the rate on September 1 by the Member (pro-rated for part-time members)

and the balance paid for by the Board.

Effective September 1, 2009:

The cost of the premium to be paid in the following manner:

95% by the Board; 5% by the Employee.

2. Every new employee is required to participate in this plan.
3. In addition to the basic group life insurance, Employees insured for \$25,000 basic life insurance may have an optional amount of insurance in increments of \$10,000; from \$10,000 up to and including \$210,000 in the current Agreement period. The premium cost of such optional coverage is to be paid by the Member.

Effective September 1, 2003:

In addition to the basic group life insurance, Employees insured for \$25,000 basic life insurance may have an optional amount of insurance in increments of \$10,000; from \$10,000 up to and including \$250,000 in the current Agreement period. The premium cost of such optional coverage is to be paid by the Member.

4. The Member may adjust optional insurance coverage each year after being duly notified by the Board.
5. Annual increments of \$10,000 may be made without evidence of insurability.

20.04 Other Benefits

1. On the death of a Member covered by this Agreement, the Board will continue coverage for the eligible spouse/dependent(s) of the deceased Member, for a maximum period of two years, on payment of 100% of the premium cost by the deceased Member's spouse/dependent(s).
2. Pensioners are eligible to remain on the group billing for Extended Health and Dental coverage on payment of 100% of the premium cost. Pensioners will be pooled into a separate group for Extended Health and Dental coverage.
3. On the death of a Pensioner who has retained Extended Health Care Benefits and/or Dental Coverage, the Board will continue coverage for the eligible spouse/dependent(s), for a maximum period of two years, on payment of 100% of the premium cost by the deceased pensioner's spouse/dependent(s).

20.05 Administration of Benefit Plan

The plan will be administered through the Board office and premiums will be handled by payroll deduction.

20.06 O.M.E.R.S. Type 1 Pension

All employees will be covered by the Ontario Municipal Employees Retirement System in accordance with the terms of that plan.

20.07 Group Retirement Savings Plan

Members who choose to contribute to the OTG Group Retirement Savings Plan by means of payroll deduction should inform the OTG by November 30 for deductions to take place starting January 1 of the following year or by March 15 for deductions to take place starting the first of May.

ARTICLE XXI – JOB SECURITY

21.01 In order to provide job security for the members of the Bargaining Unit, the Employer agrees not to contract out any work or services presently performed by the Bargaining Unit, which would result in any layoff of a Bargaining Unit member.

ARTICLE XXII – JOINT RETURN TO WORK PROGRAM

22.01 The parties agree to work co-operatively to facilitate all early and safe return-to-work for members of the Bargaining Unit in accordance with the Workplace Safety and Insurance Act and any other relevant legislation.

ARTICLE XXIII – CRIMINAL RECORDS CHECK

23.01 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent of Human Resources and those personnel designated by the Superintendent.

23.01 The Board shall not externally release any information about a member obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising statutory obligations.

Letter of Understanding

Re: The Establishment of a Cafeteria Assistant Lead Hand Position

The parties agree that a committee shall be formed in September 2003, with the first meeting to be held prior to September 19, 2003, for the purpose of reviewing the current organizational structure of Cafeteria Staff within the secondary schools of the Waterloo Region District School Board. The committee shall be comprised of six (6) members, three (3) representatives from the Board and three (3) representatives from Supervision Monitors and Cafeteria Assistants/OSSTF District 24.

Information regarding the current organizational structure within secondary schools of the Waterloo Region District School Board will be collected through the use of a survey. The Board shall consult with the Bargaining Unit in developing such survey. Areas to be reviewed by the committee shall include, but not necessarily limited to:

- Job description for cafeteria assistants;
- creation of a Cafeteria Assistant Lead Hand with corresponding job responsibilities in the event a Cafeteria Supervisor position does not exist;
- current organization structures with the secondary school cafeterias;

The Committee is to make recommendations to their respective parties by November 14, 2003 or such dates as agreed upon by the committee. Savings realized due to the employment of a Cafeteria Lead Hand versus a Cafeteria Supervisor and the possibility of a payment in lieu of benefits for Cafeteria Assistants. The parties agree that the compensation of a Cafeteria Lead Hand shall be negotiated between the Board and the Bargaining Unit and be retroactive to September 1, 2003.

Letter of Understanding - Medical Documentation

1. No member of the Board Administration or Association shall offer medical advice to a Member unless qualified to do so.
2. The Board shall ensure that all individual medical records and information provided by a qualified health care practitioner with the permission of the Member are stored in a secure location and in a completely confidential manner. Access to such individual records and information shall be confidential and strictly limited to the individual Member, the Human Resources Manager with responsibility for disability management and the Human Resources Officer - Attendance/Disability Management. A Member will be provided with copies of any and all information contained in their medical file within five (5) working days of a written request being delivered to the Human Resources Manager or the Human Resources Officer responsible for disability management. In the event of an IME report, information will be provided to the Member or their qualified health care practitioner.

3. A Member who is absent for six (6) consecutive days will provide a note from a qualified health care practitioner.
 - a) If the Member is medically fit to return to work, the note will indicate the Member is fit to return to work and be given to **the Human Resources Officer – Attendance/Disability Management**.
 - b) If the Member is unable to return to their previous work (full-time or part-time), or if accommodations to work are required, the note will be given to the Human Resources Officer- Attendance/Disability Management and will include:
 - i. Confirmation of an active treatment plan
 - ii. Indication if a referral to another medical practitioner has been made
 - iii. Delineation of limitations
 - iv. Indication of the date of reassessment.
 - c) In the event the information provided in 3b is insufficient, following consultation with the Association and an explanation to the Member of what is insufficient, the Board may request additional documentation to supplement the original note.
 - d) In the event that the Board has a concern about a pattern of absences, the Board may request a meeting with the Member and the Association to discuss the concern. Following the meeting the Board may request supporting medical documentation.
4. When a return to work plan is required, the plan will be developed cooperatively between the Board and the Association with input from the Member based on medical documentation.
5. Accommodations required by a Member while performing at their full or reduced F.T.E. workload will be developed cooperatively between the Board and the Association with input from the Member based on medical documentation.
6. Should the Board request from a Member, an independent medical opinion, the choice of medical practitioner shall be mutually agreeable to the Board, the Member and the Association.

Letter of Understanding – Job Profile/Responsibilities

The parties agree to establish a joint committee to develop a job profile/responsibilities regarding the position of Supervision Monitor. In reviewing current practice and expectations, the committee will ensure that there is no overlap with duties regularly performed by other bargaining unit members.

The joint committee shall be composed of three (3) representatives from the Bargaining Unit and three (3) representatives from the Employer.

The joint committee shall report its findings and/or recommendations to the Superintendent of Human Resources, or designate, and to the Bargaining Unit executive on or before May 30, 2006.

Letter of Understanding – Professional Development Allocation

The Board agrees to transfer directly to the SMACA of District 24 OSSTF Bargaining Unit no later than December 31, 2008, the Bargaining Unit's proportional share of the \$17 million one-time 2008-09 Ministry of Education funding enhancement for professional development and training for educational support workers.

The Bargaining Unit's share of this enhancement shall be the ratio between the Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 Financial Statements.

The Board agrees to share the data and calculations required in determining the Bargaining Unit's proportional share.

The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

Letter of Understanding – Group Benefits and Other Working Conditions

In accordance with the terms of the Provincial Discussion Table (PDT) Agreement for the 2008 – 2012 collective agreement:

- All group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised under this \$33 million enhancement shall remain *status quo* for the 2008 to 2012 locally negotiated Collective Agreements. For clarity, if in September 2007 the ODA rate was set at 2005 rates, then in September 2009 the ODA rate would be set at 2007 rates.**
- SMACA/OSSTF's share of the Board's allocation under the \$33 million enhancement shall be the ratio of its 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. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit, shall be excluded.**
- The Board shall share the financial analysis and calculations of this allocation with SMACA/OSSTF.**
- Upon written request, the Board shall provide SMACA/OSSTF with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process.**
- The Parties agree to establish a Joint Benefits and Other Working Conditions Committee comprised of up to three (3) representatives from SMACA/OSSTF and up to three (3) representatives from the Board, plus appropriate resources. The Committee will commence its deliberations no later than ninety (90) days**

following the date of ratification.

The Committee shall be responsible for reviewing and determining the group benefits and other working condition enhancements to be applied to SMACA/ OSSTF for implementation by September 1, 2010. It is understood that the total amount used for group benefits and other working condition enhancements shall not exceed SMACA/ OSSTF's proportionate share of the fund provided by the Ministry of Education. Further, effective September 1, 2010 it is agreed that a portion of the funds will be used to offset the cost of the implementation of the change in Board share and Employee share as it relates to Article 20.01, 20.02, and 20.03.

Letter of Understanding – Job Description

The parties agree that the job description for Supervision Monitors may periodically be amended to reflect the changes in duties and responsibilities, as discussed and agreed to by the Staff/Management Committee.

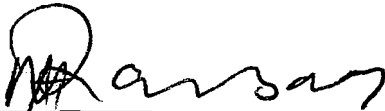
Letter of Understanding – Provincial Support Workers Advisory Group (SWAG)

In the event that there are representatives from the Bargaining Unit appointed to the Provincial Support Workers Advisory Group (SWAG) or the Provincial Workgroup on Workplace Violence the Board shall grant leave of absence for meetings, which occur during the workday of the employee.


SIGNATURES

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 19th day of January, 2010.

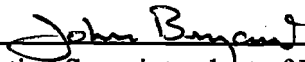
FOR THE WATERLOO REGION
DISTRICT SCHOOL BOARD:




Chairperson of the Board



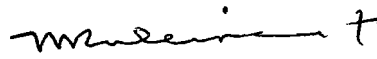
Director of Education and Secretary to
the Board



Executive Superintendent of Human
Resource Services &
Organizational Development

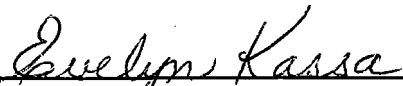


Superintendent of Human Resource
Services

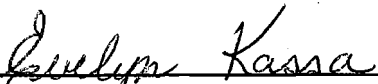


Senior Manager – Human Resources


FOR THE SUPERVISION MONITORS
AND CAFETERIA ASSISTANTS/OSSTF
DISTRICT 24:



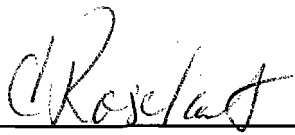
Chief Negotiator, Supervision Monitors
And Cafeteria Assistants/ OSSTF District
24



President, Supervision Monitors And
Cafeteria Assistants/OSSTF District 24



Member, Collective Bargaining Committee



Member, Collective Bargaining Committee