

Between

The

Lambton Kent District School Board

- and -

Canadian Union of Public Employees
Tutor Escorts Local 1238.01

January 1, 2009

to

August 31, 2012

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Article 1. Purpose

It is the purpose and intent of this Agreement to set forth the terms and conditions of employment pertaining to Tutor Escorts including rate of pay and hours of work and to provide the mechanisms for the orderly disposition of matters in dispute pertaining to this Agreement between the Parties.

Article 2. Recognition

The Board recognizes the Union as the bargaining agent for all Tutor Escorts employed by the Lambton Kent District School Board, save and except Supervisors and persons above the rank of Supervisor.

Article 3. Management Rights

- 3.01 Except and to the extent specifically modified by the Agreement, the Union recognizes that all rights and prerogatives of management are retained by the Board. With limiting the generality of the foregoing, the Board has the exclusive right to hire, direct, assign, classify, transfer, promote, demote, lay-off, recall, discipline, suspend or discharge employees, subject to the right of seniority employees to engage in the dispute resolution process provided in this Agreement. The Board agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with the express provisions of this Agreement.
- 3.02 The Union specifically recognizes the right of the Board to manage its school system and, without restricting the generality of the foregoing, the right to plan, direct and control its operations, determine the number and location of employees required from time to time, the services to be performed by employees and to make, enforce, and amend, from time to time, rules and regulations to be observed by employees, which rules and regulations shall be made available to employees and a copy mailed to the President of the Union.

Article 4. Definitions

"Permanent Employees" are those ten-month employees who are classified full-time or part-time and have successfully passed their probation period.

Four First Nation Education Association (FFNEA) means a committee established by the First Nations and on the basis of shared commitment to maintaining a mutually beneficial partnership.

Role: A Tutor Escort provides academic, behavioural, social and/or daily living support to a specific eligible First Nation student who meets the Ministry of Education Intensive Support (ISA 2 & 3) profile. Tutor Escort support is

allocated to individual schools based on the needs of an eligible First Nation student who attends school.

- Tutor:** One who instructs a First Nation student on an individual basis in different areas of knowledge including discipline, or to provide special education services to First Nation's students as needed and directed by the following First Nations Bands: Walpole Island, Delaware Nation, Aamjiwnaang and Kettle Stony Point.
- Escort:** One who accompanies a first nation student and is an advocate for said student.

Article 5. Probationary Period

- 5.01 "Probationary Employees" are those employees who are employed by the Board within the bargaining union described in Article 2 who have not yet acquired seniority.
- 5.02 An employee shall be considered a probationary employee for her/his first Forty-five (45) days of actual work in the bargaining union.
- 5.03 The Company may discharge or discipline a probationary employee at any time during the probationary period provided it acts in a bona fide and non-discriminatory manner.
- 5.04 Upon successful completion of the probationary period, the employee shall be placed on the seniority list retroactive to her/his first day of work.

Article 6. Discrimination

- 6.01 The Board and the Union and their respective agents agree that there shall be no discrimination, interference, restraint, or coercion by reason of membership or non-membership in the Union.
- 6.02 The Union, and/or its members, shall not, during the hours of employment or on the Board's premises, conduct or attempt to conduct, Union activities or business, except as hereinafter expressly provided.

Article 7. Union Security

- 7.01 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given in writing with a copy to the Union. Notice of disciplinary action shall be retained for a period of 18 months provided there is no subsequent disciplinary action.

- 7.02 The Board will deduct from the pay of each seniority employee to whom any money is due in that pay period, his/her regular Union Dues and any Special Union Assessments applicable to all members and authorized under the Union's constitution.
- 7.03 The Union will notify the Board in writing of the amount of such dues, from time to time, and in the case of special assessments at least sixty (60) working days notification must be given.
- 7.04 All monies so deducted shall be remitted to the Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which such deductions are made, together with a list setting out the names of all employees from whose pay, monies were so deducted. The Union shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deductions and remittance of monies by the Board pursuant to this Article.
- 7.05 The Board will advise the Unit Vice-President of new hires, transfers, resignations and terminations.

Article 8. Union Representation

- 8.01 The Board will recognize the Unit Vice-President of the bargaining unit, or designate, to represent the Tutor Escorts in matters related to Health and Safety, Labour Management and Grievances.
- 8.02 Negotiation Committee shall consist of three (3) employees one of which will be the President of the Union, or designate.
- 8.03 The Union shall have the right at any time to have the assistance or representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board.
- 8.04 The employee shall have the right to have Union representation at any time while being formally disciplined or formally reprimanded.
- 8.05 The Union shall notify the Board in writing of the names of its Officers and all members of recognized committees and the Board shall not be required to recognize any employees unless so notified.

Article 9. Strikes and lockouts

- 9.01 During the term of this Agreement the Union agrees that there will be no strikes, and the Board agrees that there will be no lockouts.

9.02 The words “strikes” and “lockout” as used herein shall have the meaning set in the *Labour Relations Act, 1995*, as amended from time to time.

Article 10. Seniority

10.01 Seniority as used in this Agreement shall mean length of service from the employee's first day of work in the bargaining unit.

10.02 An employee shall lose seniority and shall cease to be an employee with the Board for any of the following reasons:

- (a) he/she resigns;
- (b) he/she is discharged and not reinstated through the dispute resolution procedure;
- (c) he/she fails to return from leave of absence, vacation or suspension, unless such absence is proven to the satisfaction of the Board to have been due to causes beyond the employee's control;
- (d) he/she is absent from work without permission for more than two (2) consecutive working days unless such absence is proven to the satisfaction of the Board to have been due to causes beyond the employee's control;
- (e) he/she fails to report to work after a lay-off within seven (7) calendar days after receiving delivery of notice of recall, by registered mail, to the last address of the employee of which the Board has record, unless such failure is proven to the satisfaction of the Board to be due to causes beyond the control of the employee;
- (f) he/she is laid off for a period longer than Twenty-four (24) consecutive months;
- (g) he/she retires or is retired;
- (h) he/she has been on indefinite leave of absence for a period of two (2) years.

NOTE: It shall be the responsibility of the employee to notify the Board in writing promptly of any change in address or telephone number (listed or unlisted). If an employee fails to do so, the Board shall not be responsible for failure of notice or contact to reach such employee.

10.03 Surplus to a worksite

Members will be declared surplus at a school location according to the following:

- (a) Notice will be provided by April 30th each school year.
- (b) The Board will inform the lowest seniority non-native staff at each school when declaring surplus to that specific school.

- (c) The member will be placed on a surplus list to be placed at a staffing meeting to be held before September 1 of the following school year.

10.04 Lay-Off/Recall

- (a) Seniority shall be the determining factor in cases of lay-off.
- (b) A lay-off shall be defined as a reduction in the work force or a reduction or the elimination of an encumbered position, regardless of full or part time status.

10.05 (a) Notice of lay-off shall be provided by April 30th of each year.

- (b) Notice is provided to all Tutor Escorts that they will be held in their current position until funding has been confirmed. Once the funding has been confirmed the Tutor Escorts will be advised if the position is confirmed for the coming school year.

10.06 Bumping: The first consideration will be to the program needs of the first nations students:

- (a) A permanent Employee who is laid-off may bump the lowest seniority non-native person in the work location.
- (b) The member bumps the lowest seniority non-native in the zone.
- (c) The final member to be bumped will be placed on the zone recall list.
- (d) If there are two (2) or more members to be laid-off, they will be placed on the recall list, by seniority. The most senior goes to the top of the recall list.

10.07 Recall will be in the reverse order based on zones

NOTE: It shall be the responsibility of the employee to notify the Board in writing promptly of any change in address or telephone number (listed or unlisted). If an employee fails to do so, the Board shall not be responsible for failure of notice or contact to reach such employee.

10.08 Temporary Absence or Transfer of a Student

- (a) In the temporary absence of a student, the member will be assigned to another first nation student until a review of services for the absent first nation student is held. If service is withdrawn from the student, the member will be reassigned to another first nation student in consultation with the representative of the zone.

- (b) In the event a student transfers to another school in the district the member will be given the opportunity to transfer with that student in consultation with the representative from the zone where the new school is located.

Article 11. Grievance Procedure

- 11.01 (a) This Article sets out the procedure to be followed by all employees in settling disputes with the Employer.
 - (b) It is the mutual desire of the Employer and the Union to settle all disputes as quickly as possible.
 - (c) A grievance shall be in writing and shall be defined as any dispute between the parties relating to the interpretation, application or administration of this Agreement.
 - (d) When a grievance is filed, it must set out the nature and circumstances of the complaint, the clause(s) of the Agreement alleged to have been violated and the remedy sought. All grievances must be duly signed by an official representation of Local 1238.01.
- 11.02 (a) A grievance by any employee shall be taken up with the Employer at Step 1 within six (6) working days after the employee became aware of the incident or circumstances giving rise to the grievance.
 - (b) A policy or group grievance shall be taken up with the Employer at Step 3 within ten (10) working days after the date of the incident or circumstances giving rise to the grievance.
 - (c) In the event a(n) employee is discharged or suspended on a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up at Step 2.
- 11.03 The following procedures must be followed:
 - Step 1: The employee and his/her steward shall take the matter up with the immediate Supervisor, at a meeting, who shall have five (5) working days to give a written reply.
 - Step 2: If the written response from the immediate supervisor does not conclude with an acceptable resolution the Four First Nations Education Association (FFNEA)/Native Advisory Committee may review the matter with the parties within 10 days of the response. The FFNEA shall have 5 working days to give a written reply. The focus of everyone should be to establish a mutual agreement on the facts of the situation, then try to understand the basis of each other's concern.

The ultimate objective is to re-establish a constructive, mutually supportive and fair working relationship. The process is not intended to find fault, or cast blame.

- Step 3: The employee and the Grievance Committee may within five (5) working days of the Step 2 reply, take the grievance up with the Manager of Human Resources or designate who shall, within ten (10) working days, hold a meeting of the parties involved and shall have five (5) working days after meeting date for written reply.
- Step 4: The Union may, within fifteen (15) working days of the Step 2 reply, refer the grievance to Arbitration under Article 14.

11.04 A grievance by the Employer shall be in writing and is initiated by delivering the grievance to the Local 1238.01 Vice-President. Any such grievance not settled within fifteen (15) working days of the date of such delivery, may be referred by the Employer to Arbitration under Article 14.

11.05 Any of the time limits in this Article may be extended by written mutual agreement of the parties.

Arbitration

- 11.06 (a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitral or where an allegation is made that this Agreement has been violated, either of the parties may, after duly exhausting the Grievance Procedure established by the Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- (b) 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 party of the name of its appointee to the arbitration Board.
- (c) The two appointees so selected shall proceed to 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 thirty (30) days, the appointment shall be made by the Ministry of Labour for Ontario upon request of either party.
- (d) 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 the majority is the decision of the arbitration Board, but if there is no majority the decision of the chairperson governs.

- (e) The arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to, or detract from, any provision of this Agreement.
- (f) Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the arbitration Board, and will share equally the fees and disbursements of the chairperson.
- (g) Parties by mutual consent may agree to the use of a single arbitrator.

Article 12. Job Posting

- 12.01 (a) All Tutor Escort vacancies shall be posted to the public upon completion of the transfer process outlined below.
- (b) Zones
1. Walpole
 2. Aamjiwnaang
 3. Delaware Nation
 4. Kettle Stony Point

Article 13. Request for Transfer

- 13.01 Tutor escorts wishing to change locations within their zone may request a transfer to a new location by completing a transfer request prescribed by the Board. Such request must be submitted to the Board by April 30 each year for consideration in the next school year.
- 13.02 When a vacancy occurs or a new position is created within the Bargaining Unit covered by this Collective Agreement, the Employer shall, within ten (10) working days, prepare a Notice of Vacancy and mail copies to the Union Vice President and to all Board locations.
- 13.03 The Notice of Vacancy shall be circulated via the Board email and posted on the Board web site and remain active for a period of five (5) working days from the date of mailing.
- An Employee who wishes to be considered for a vacancy shall apply on an Application Form prescribed by the Employer and shall deliver it to the Human Resources Department as directed by the Human Resources Department before the expiry date.
- 13.04 Vacancies shall be filled in the following order:

- (a) applicants to the vacancy

- (i) part time Employees looking to go full time
 - (ii) recall list
 - (iii) public posting
 - (b) Representatives of the affected zone are invited to sit on the interview team.
 - (c) Priority given in selection to candidates of native ancestry.
- 13.05 Tutor Escort positions will be posted to the First Nations for inclusion in their Community paper, Four First Nations Education Association (FFNEA) and the Indigenous Education Coalition (IEC) at the time of public posting.
- 13.06 By letter, the Board will confirm the Employee's placement in September.
- 13.07 Placement in September will then be at the discretion of the Administration in co-operation with the First Nation Administration.
- 13.08 (a) Notice will be provided by April 30 each school year.
- (b) The Board will inform the lowest seniority non-native staff on each school when declaring surplus to that specific school.
 - (c) The member will be placed on a surplus list to be placed at a staffing meeting to be held before September 1 of the following school year.

Article 14. Hours of Work

- 14.01 Employees will be entitled to an uninterrupted unpaid lunch period of 40 minutes and two fifteen 15 minute paid breaks, one in the morning and one in the afternoon according to the school schedule.
- 14.02 The weekly hours are not to exceed 32.5. (6.5 hours per day)
- 14.03 The normal work year is from September to June each year, a period that is consistent with the instructional year. Start and ending times will be communicated on an annual basis.
- 14.04 Assignments may be less than 1.0 FTE dependant on student requirements.
- 14.05 Employees will receive their regular wages for attendance and participation in professional development day activities.

Article 15. Wages and Entitlements

15.01 Employees will be paid at an hourly rate, less all statutory and applicable deductions and withholdings.

- (a) Effective January 1, 2009 the hourly rate of pay is increased to \$19.31
- (b) Effective January 1, 2010 the hourly rate of pay is increased to \$19.89
- (c) Effective January 1, 2011 the hourly rate of pay is increased to \$20.49
- (d) Effective January 1, 2012 the hourly rate of pay is increased to \$21.10.

15.02 The rate of pay for a supply Tutor Escort shall be 80% of the rate of pay for permanent.

Article 16. Holidays

Employees will receive public holidays in accordance with the *Employment Standards Act, 2000*, as may be amended from time to time.

Article 17. Vacation

Employees shall receive vacation pay in accordance with the *Employment Standards Act, 2000*, as may be amended from time to time. Vacation pay earned will be paid as earned each pay period.

Article 18. Leave With or Without Pay (Bereavement, Sick Days)

18.01 Compassionate Care leave

- (a) Compassionate leave up to three (3) days per school year without loss of pay in the event of hospitalization or extremely grave illness of wife, husband, daughter, son, mother, father, sister, brother, grandchild or near relative living in the same abode, may be granted by the principal.
- (b) All requests for compassionate leave must be in writing and approved by the principal.
- (c) Any leave approved exceeding three (3) days under this section shall be without pay.

18.02 Bereavement Leave.

Bereavement Leave is recognized as the time away from work required by employees to mourn the loss of family and/or to pay respects to the departed by attending the funeral; thus the following conditions apply:

- (a) Absence from work will be allowed without loss of pay as follows:
- (i) Five (5) continuous working days for the death of wife, husband, common-law spouse, daughter, son, mother, father, sister, brother, guardian or another primary care giver in a residential setting;
 - (ii) Three (3) continuous working days for the death of mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, grandparent or total dependent or lesser kin living in the same abode;
 - (iii) One (1) working day per school year to attend the funeral of another relative;
 - (iv) A maximum of one (1) working day per school year to attend the funeral of a close friend;
 - (v) An additional two (2) working days may be granted by the principal or designate, in extenuating circumstances.
- (b) Verbal requests for bereavement leave may be made to the principal who shall grant a temporary leave of absence. The written document must be submitted upon return to work.

18.03 Educational Leave/Cultural Leave

A one (1) day leave, without loss of pay, shall be granted to write an examination for a course of study in which a diploma, certificate or degree will be granted from a recognized educational institute.

18.04 Absence Due to Illness

- (a) Sick Days:
- (i) Members shall be credited with 10 sick days per year on January 1st.
 - (ii) Where a member commences employment after January 1st or is a part time member, the sick leave credit will be prorated.
 - (iii) Wages paid to members within this Article shall be subtracted from their accumulated sick leave credits;
 - (iv) Eligible members shall be entitled to have all the unused portion of the member's annual sick leave transferred to the member's cumulative sick leave credit.
- (b) The employee shall notify his/her immediate Supervisor as early as possible of his/her absence from duty.

- (c) The employee shall notify his/her immediate Supervisor as early as possible when the date of his/her return to duty is known.
- (d) Employees must report any and all absences from duty by preparing a Staff Absence Report immediately upon return and present such report to their Supervisor.
- (e) A medical certificate signed by the attending physician may be requested by the employer when an Employee's absence covers more than five (5) continuous days. The Employee while on extended illness may be required to verify current medical conditions in order to assess the Employee's ability to return to work. Such request will be at the request of the Manager of Human Resources. Any expense for such certification shall be the responsibility of the Employee.

In the event the Employer requests an occupational assessment, the Employer will bear the cost of such assessment. The assessment will be completed by a medical professional designated by the Manager of Human Resources.

- (f) Employees who are unable to attend work and who do not have appropriate sick leave credits shall be placed on indefinite leave of absence.

18.05 Union Leave

- (a) Leaves of absence, without pay and without loss of seniority shall be granted to employees elected to represent the Union at conventions and seminars to a total of ninety (90) working days, within the Union, in any contract year, provided that no more than six (6) employees are absent on such leave at any one time.
- (b) An employee who is elected or selected for a full-time position with the Union or any organization with which the Union is affiliated or is elected to public office will be granted leave of absence without pay and without the other benefits provided by this Agreement for a period of one (1) year, but without loss of seniority. Such leaves may be renewed for one (1) further year during this term in such position and for two (2) further years during his/her term in such office provided application is made to the Employer in writing, no less than two (2) months prior to the expiry of the first year or second year of such term, as the case may be.

Article 19. Workers' Safety and Insurance Board

In case of absence due to an injury resulting from employment with this Board, and covered by Workplace Safety and Insurance Act, the Employer agrees to make up the wage difference between the benefit paid by the Workplace Safety and Insurance Board (WSIB) and 100% of the employee's net wages, as defined in the Workplace Safety and Insurance Act.

Article 20. Employee Benefits

- 20.01 The Employer will provide eighty-five per cent (85%) of the cost of the premiums for the plan.
- 20.02 An employee who retires on an OMERS Pension plan before age sixty-five (65) shall be allowed to participate in the benefits plans the employee had immediately prior to retirement until age sixty-five (65). The Board shall administer such plans and the employee shall be responsible for one hundred per cent (100%) of the premium costs.
- 20.03 The plan outline is covered in Appendix I of this agreement.
- 20.04 The parties have agreed that the employee portion of the Employment Insurance rebate will be applied to improvements to the Dental Plan.
- 20.05 It is understood that from time to time the Board will market the benefit plans to ensure that service and costing are competitive. Marketing of the benefit plans may result in a change in carrier. Marketing of the plan(s) would not result in a change in the benefit plan design as outlined in the contract with the carrier.
- 20.06 For part-time permanent employees benefit premium participation for Term Life Insurance, Preventive Dental Care Plan and Extended Health is limited to one-half (1/2) of the premium payment paid by the Board for a permanent full-time employee. Vision Care benefit premium is 50% paid by the Board and 50% paid by part-time permanent employees.

“Part-time” employees are those permanent employees whose work week is twenty-four (24) hours per week or less.

Article 21. Retirement

An Employee who chooses to retire at 65, may do so at the end of the month in which the Employee attains his/her 65th birthday or at such earlier date as provided by the OMERS pension plan.

Article 22. Modified/Rehabilitative Work

- 22.01 The parties agree that modified/rehabilitative work makes a valuable contribution to a timely and safe return to work after an injury or illness has occurred. The parties shall work in a co-operative approach to establish modified work, either on a temporary or permanent basis in order to provide productive and meaningful work to accommodate an employee's established medical capabilities.

22.02 When the employer is aware of a modified/rehabilitative work situation, the employer, in consultation with the Unit Vice President, or designate, shall determine an appropriate return to work plan.

Article 23. Duration and Renewal

This Collective Agreement becomes effective January 1, 2009 and shall remain in effect until August 31, 2012.


Signed in Sarnia, Ontario this 1st of December, 2008.

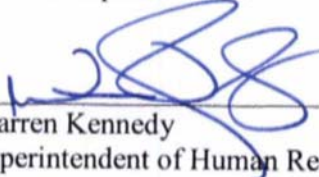
IN WITNESS WHEREOF

The Lambton Kent District School Board



Bruce Stonefish
Trustee Representative

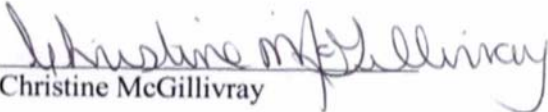

Mac Leitch
Chief Negotiator

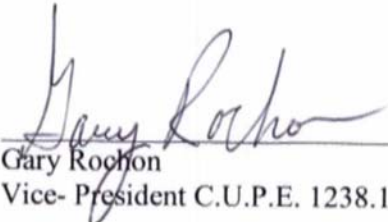

James Townsend
Trustee Representative

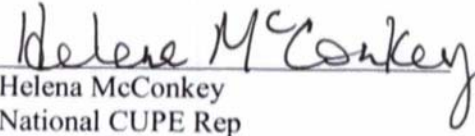

Warren Kennedy
Superintendent of Human Resources

**Canadian Union of Public Employees,
Local Union No. 1238**


Irene Duff
President C.U.P.E. 1238


Christine McGillivray


Gary Rochon
Vice- President C.U.P.E. 1238.1


Helena McConkey
National CUPE Rep

Appendix I - Benefit Plan Outline

The following benefits description is a general summary only. Exact benefits are described in detail in the respective policy contracts issued by the insurance companies on risk for these coverages. In the event of a dispute, the policy contract(s) will be binding on all parties. Generally benefits are compulsory unless otherwise indicated but may be subject to certain rules as minimum number of hours worked or coverage by a spouse.

Benefit	Plan Design
Basic Life Insurance	- 3 times annual earnings to maximum \$200,000.
Optional Life	- Available to employee and spouse, in increments of \$25,000 to maximum of \$250,000. - Subject to proof of good health
Optional Dependent Life	- Spouse - \$10,000 - Eligible Dependent Children - \$5,000 - Subject to proof of good health
Visioncare	- Maximum \$250 every 24 months - Nil deductible - Eye Exams \$75.00 every 24 months
Extended Health (Incl. Drugs)	- Nil deductible - Reimbursement drug plan, nil deductible, \$7.50 capped dispensing fee, including drugs which by law or convention require a prescription (no over-the-counter drugs) - Pay Direct Card
Dental	- Nil deductible - Fee Guide – Current, less 1 year - Basic & Minor Restorative - 95% - Major Restorative - 50% - Combined Maximum - \$2,000 per person per calendar year (for Basic, Minor and Major Restorative) Orthodontic Services - 50% includes dependants under age 25 while in school - Orthodontic Lifetime Maximum - \$1,800 includes dependants under age 25 while in school - Recall Examinations - once every 12 months
Employee Assistance Program	- 100% Board Insurance

Appendix II - Letters of Understanding

1. Preamble joint commitment to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.
2. Professional Development.
3. Daily hours, work days, group benefits and working conditions.

Letter of Understanding

Between
Lambton Kent District School Board
(The Board)
and
The Canadian Union of Public Employees
Local 1238.1 Tutor Escorts
(The Union)

The Lambton Kent District School Board and the Canadian Union of Public Employees are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

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

Original document signed November 26, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees

Local 1238.1 – Tutor Escorts
(The Union)

Professional Development Allocation

Letter of Understanding – Professional Development

The parties agree to the concepts as outlined in the PDT agreement – Point #3 – Professional Development and Training.

CUPE Local 1238.1 and the Board jointly agree to a philosophy which encourages professional development for staff. The parties agree that the Tutor Escorts will participate in a professional development committee and will continue to meet regularly to review professional development opportunities including those that reflect the awareness of First Nations Culture. They will make recommendations to the Board for PD activities.

Original document signed November 26, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees

Local 1238.1 – Tutor Escorts
(The Union)

Daily Hours and Work Days: It is agreed that the following is dependant on the funding being made available from a source or sources external to the Lambton Kent District School Board:

1. The Board agrees that the Tutor Escorts will be moved to 194 work days, as follows:

- 188 days in 2008 – 2009
- 189 days in 2009 – 2010
- 190 days in 2010 – 2011
- 194 days in 2011 - 2012

2. Tutor Escorts hours of work will be handled in the following manner:

In 2011 – 2012 will be applied as follows:

Fully offset the increment cost of increasing the number of paid working days on the approved school year calendar for Tutor Escorts from 188 – 194.

Increase the number of hours worked by Tutor Escorts from 6.5 to 7 hours per day, by September 1, 2011.

Group Benefits and other working conditions

The parties agree to meet with the Tutor Escorts to review available funding, external to the Lambton Kent District School Board, to determine if benefit enhancements may be supported.

Original document signed November 26, 2008 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____