

# COLLECTIVE AGREEMENT

between

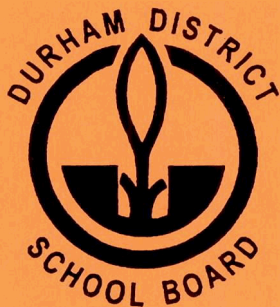
**THE DURHAM DISTRICT SCHOOL BOARD**  
(hereinafter referred to as "The Board")

and

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL NO. 218  
EDUCATIONAL ASSISTANTS**  
(hereinafter referred to as "The Union")

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## INDEX

<u>ARTICLE</u>		<u>PAGE NO.</u>
1	PURPOSE	1
2	RECOGNITION AND NEGOTIATIONS	1
3	RESERVATION OF MANAGEMENT RIGHTS	2
4	NO DISCRIMINATION	2
5	UNION SECURITY AND CHECK-OFF	2-3
	5.03 Dues Receipts	3
6	BOARD/UNION RELATIONS	3-4
	6.01 Correspondence	3
	6.02 Union Orientation	3
	6.03 Labour/Management Committee	3
7	UNION COMMITTEE	4-5
	7.04 Absence from Regular Duties for Committee Business	5
8	SENIORITY	6-8
	8.05 Transfer to Non-Bargaining Unit Positions	7
9	LOSS OF SENIORITY	8
10	LAY-OFFS AND RECALLS	8-9
	10.05 Redeployment Committee	9
11	JOB VACANCIES	10-11
12	COMPLAINT AND GRIEVANCE PROCEDURE	11-13
13	POLICY GRIEVANCES	14

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<b><u>ARTICLE</u></b>		<b><u>PAGE NO.</u></b>
<b>14</b>	<b>ARBITRATION</b>	<b>14-15</b>
	<b>14.01</b> Arbitration	<b>14</b>
	<b>14.04</b> Limitations Upon Arbitrator	<b>15</b>
<b>15</b>	<b>DISCIPLINARY AND DISCHARGE CASES</b>	<b>15-16</b>
<b>16</b>	<b>HOURS OF WORK AND OVERTIME</b>	<b>16-17</b>
	<b>16.01</b> Educational Assistants	<b>16</b>
	<b>16.02</b> Outdoor Education Instructors	<b>17</b>
<b>17</b>	<b>VACATIONS</b>	<b>18</b>
	<b>17.01</b> Vacation Pay	<b>18</b>
	<b>17.03</b> Paid Holidays During Vacation	<b>18</b>
<b>18</b>	<b>PAID HOLIDAYS</b>	<b>19</b>
<b>19</b>	<b>SICK LEAVE PLAN</b>	<b>20</b>
<b>20</b>	<b>LEAVE OF ABSENCE</b>	<b>20-27</b>
	<b>20.02</b> Pre-planned LOA (Union)	<b>20</b>
	<b>20.03</b> Seniority Accumulation	<b>21</b>
	<b>20.04</b> Jury Duty	<b>22</b>
	<b>20.05</b> Compulsory Quarantine	<b>22</b>
	<b>20.06</b> Bereavement Leave	<b>22</b>
	<b>20.07</b> Special Leave	<b>23</b>
	<b>20.08</b> (a) Pregnancy Leave	<b>23</b>
	(b) Parental Leave	<b>23</b>
	(c) Provisions Applicable to Both Pregnancy and Parental Leaves	<b>24</b>
	(d) Extended Leave	<b>24</b>
	<b>20.09</b> Political Leave	<b>24</b>
	<b>20.10</b> Educational Leave	<b>25</b>
	<b>20.11</b> Supplemental Unemployment Benefits (S.U.B.) Plan	<b>25-26</b>
	<b>20.12</b> Leave of Absence	<b>26</b>
	<b>20.13</b> Family Medical Leave	<b>27</b>
<b>21</b>	<b>EMPLOYEE BENEFITS</b>	<b>27-29</b>
<b>22</b>	<b>SUPPLEMENTATION OF WORKPLACE SAFETY &amp; INSURANCE AWARD</b>	<b>29</b>

**ARTICLE****PAGE NO.**

<b>23</b>	<b>GENERAL CONDITIONS</b>	<b>30-32</b>
	<b>23.01</b> Bulletin Boards	<b>30</b>
	<b>23.02</b> General	<b>30</b>
	<b>23.03</b> Mileage Allowance	<b>30</b>
	<b>23.04</b> Credit Union	<b>30</b>
	<b>23.05</b> Posting Book	<b>30</b>
	<b>23.06</b> Protective Equipment/Special Purpose Clothing	<b>30</b>
	<b>23.07</b> Medical Procedures	<b>30</b>
	<b>23.08</b> Communicable Diseases, Health/Personal Risks	<b>31</b>
	<b>23.09</b> Yard Duty/Lunch Room Supervision	<b>31</b>
	<b>23.10</b> General Supervision	<b>31</b>
	<b>23.11</b> Redeployment within School	<b>31</b>
	<b>23.12</b> Re: Utilization Of Vehicles To Transport Children	<b>31</b>
	<b>23.13</b> Evaluation of Educational Assistants	<b>31</b>
	<b>23.14</b> Criminal Background Checks	<b>32</b>
	<b>23.15</b> Lock-In/Lockdown	<b>32</b>
<b>24</b>	<b>DEFINITION OF FULL-TIME AND PART-TIME</b>	<b>32</b>
<b>25</b>	<b>SALARY SCHEDULE AND WAGE RATE CLASSIFICATION</b>	<b>32-33</b>
	<b>25.02</b> Pay Days	<b>32</b>
	<b>25.03</b> Direct Deposit	<b>32</b>
<b>26</b>	<b>STRIKES AND LOCK-OUTS</b>	<b>33</b>
<b>27</b>	<b>TERM OF AGREEMENT</b>	<b>33</b>
<b>28</b>	<b>WORKPLACE HEALTH AND SAFETY</b>	<b>34</b>
	<b>SIGNATURE PAGE</b>	<b>35</b>
	<b>SCHEDULE "A" -SICK LEAVE PLAN</b>	<b>36</b>
	<b>SCHEDULE "B" -WAGE SCHEDULE</b>	<b>37</b>
	<b>SCHEDULE "C" -JOB EVALUATION</b>	<b>38-39</b>
	<b>MEMORANDUM OF UNDERSTANDING RE: SURPLUS AND REDUNDANCY PROCEDURE</b>	<b>40-42</b>
	<b>LETTER OF INTENT RE: WORKFARE</b>	<b>43</b>

**ARTICLE****PAGE NO.**

LETTER OF INTENT RE: BENEFITS DEDUCTIONS FOR SUMMER MONTHS	43
LETTER OF UNDERSTANDING#1 RE: ADMINISTRATION OF PRESCRIPTION MEDICATION	44
LETTER OF UNDERSTANDING#2 RE: USE OF VOLUNTEERS	44
LETTER OF UNDERSTANDING#3 RE: SURPLUS EDUCATIONAL ASSISTANTS	44
LETTER OF UNDERSTANDING#4 RE: REQUEST FOR CHANGE IN WORK ASSIGNMENT	45
LETTER OF UNDERSTANDING#5 RE: SPECIAL TRAINING	45
LETTER OF UNDERSTANDING#6 RE: COLOSTOMY BAGS	45
LETTER OF UNDERSTANDING#7 RE: DEFINITION OF OMERS CONTRIBUTORY EARNINGS	45-46
LETTER OF UNDERSTANDING#8 RE: BENEFITS AND OTHER WORKING CONDITIONS	47-48
LETTER OF UNDERSTANDING#9 RE: TRANSFERABILITY OF OTHER PDT AGREEMENTS	48
LETTER OF UNDERSTANDING#10 RE: JOINT PROFESSIONAL DEVELOPMENT COMMITTEE	49
LETTER OF UNDERSTANDING#11 RE: STAFFING FUNDING ENHANCEMENTS FOR 2011-12	50
LETTER OF UNDERSTANDING#12 RE: PRE-PLANNED LEAVE OF ABSENCE FOR UNION BUSINESS	50

# COLLECTIVE AGREEMENT

between

THE DURHAM DISTRICT SCHOOL BOARD  
(hereinafter termed "the Board")

of the FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL NO. 218  
EDUCATIONAL ASSISTANTS  
(hereinafter termed "the Union")

of the SECOND PART

## ARTICLE 1 - PURPOSE

**1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and its employees, to provide mechanisms for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## ART 2 - N AND NEGOTIATIONS

**2.01** The Board, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all Educational Assistants and Outdoor Education Instructors employed by the Durham District School Board, save and except supervisors, those persons above the rank of supervisor, and persons covered by subsisting Collective Agreements.

**2.02** The Board agrees to negotiate with the Union and any authorized committee recognized under Article 7 and 12 in any and all matters affecting the relationship between the parties.

**2.03** Definition  
EA I, EA II and Outdoor Education Instructors are classifications within this Collective Agreement and wherever the terms are used in this Agreement, it shall be considered that it refers only to the classifications of Educational Assistants, specifically EA I, EA II, and Outdoor Education Instructors.

### ARTICLE 3 - EF F MANAGEMENT RI

- 3.01** The Union acknowledges that it is the exclusive function of the Board, among others, and subject to the provisions of this Agreement, to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, retire, discharge, direct, transfer, classify, promote, demote or discipline employees, provided that a claim of discriminatory classification, promotion or transfer, or a claim that an employee has been discharged or disciplined without just cause, may be subject to a grievance and dealt with as hereinafter provided; and
  - (c) administer and manage all the affairs of the Board.

### ARTICLE 4 - NO DISCRIMINATION

- 4.01** The Board and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of membership or non-membership in the Union, or in relation to any of the prohibited grounds set out in sub-section 5(1) of the Ontario Human Rights Code, namely race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability. Complaints in relation to harassment may be pursued in accordance with Board Policy, Procedure and Regulation 4245, Harassment Prevention.

### ARTICLE 5 - UNION SECURITY AND CHECK-OFF

- 5.01** It is agreed by the parties hereto that all employees eligible to be in the Union and who have completed one (1) month of employment will be required to pay to the Union an amount equal to the current monthly Union dues, whether a member or not, as long as the Union is the recognized bargaining agent. For the purposes of this Article, one (1) month shall mean thirty (30) calendar days after the first day of employment.
- 5.02** The Board agrees to deduct from the wages of each employee who is eligible to be a member of the Union, a sum equal to the current monthly dues, and to remit the monies so deducted to the Secretary-Treasurer of the Union normally by the end of the month in which dues are deducted but in no case later than the fifteenth (15th) day of the month following, accompanied by a list of all employees from whose wages the deductions were made and the addresses of all new employees added to the list. The Union agrees to keep the Board informed as to the name and address of the proper officer of the Union. The Union also agrees to provide the Board with thirty (30) calendar days' notice of any change in the amount of the dues to be deducted.

## ARTICLE 5 - UNION SECURITY AND CHECK-OFF (cont'd)

### **5.03** Dues Receipts

The T-4 income tax slips issued by the Board shall state the amount of Union dues deducted from each employee.

**5.04** In order to provide job security for the members of the Bargaining Unit, the Board agrees that no employee with seniority will be laid off as the result of work or services presently performed being contracted out or disappearing because of mechanization or technological change.

## ARTICLE 6 - BOARD/UNION RELATIONS

### **6.01** Correspondence

All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Manager of Employee Relations/Services and the President of the Local Union. Copies shall normally be sent to the Superintendent of Education/Employee Relations, the Manager of Employee Relations/Labour and Legal, the Unit Chairperson, and the Recording Secretary of the Local Union.

### **6.02** Union Orientation

New regular employees shall be sent a copy of the Collective Agreement by the Board on commencement of employment and will be informed of Union dues and check-off provisions. The Union shall supply copies of the Collective Agreement to the Board.

### **6.03** Labour Management Committee

**(a)** At the request of either the Union or the Board, up to four (4) representatives of each of the parties will meet during the term of the Collective Agreement to discuss issues related to the workplace which are not the subject of a grievance and which are not being dealt with in collective bargaining. The frequency of the meetings will be determined by the parties, but will not be less than once every two (2) months. The Board and the Union shall alternate the role of Chair. Prior to the scheduled meeting both parties shall provide agenda items to the Chair, who shall distribute the agenda five (5) days in advance of the meeting. If there are no items on the agenda, the meeting shall be cancelled. The minutes from the meeting shall be distributed within two (2) weeks of the meeting.



## ARTICLE 6 - BOARD/UNION RELATIONS (cont'd)

### **6.03** Labour Management Committee (cont'd)

- (b) The President of Local 218 is entitled to attend all meetings of the **Labour/Management** Committee, as well as other meetings between the Board and any committee of the Union.
- (c) Participation of the Local President at the **meeting(s)** specified in **6.03** and **7.01** is understood to be in addition to the four **(4)** employee members.

**6.04** Upon request, on an annual basis, the Union will be provided with such enrolment information, as well as the Board's Estimates, Revised Estimates, and Financial Statements, as are necessary when those are relevant to the administration or re-negotiation ~~of~~ this **Agreement**.

Upon request, this information will be reviewed under the auspices of the Labour Management Committee.

### **6.05** Copying of Collective Agreement

The Board shall provide to **CUPE Local 218**, at Union expense, a copy of the Collective Agreement for each employee in the bargaining unit, including a copy for each new permanent employee, which will be given to the employee at time of hire.

## ARTICLE 7 - UNION COMMITTEE

**7.01** The Board acknowledges the right of the Union to elect or **otherwise** appoint a body to be composed of eight (8) employees who shall be known as stewards. The Board will recognize and bargain with a regularly elected Committee of four (4) selected from the eight (8) stewards to be known as the Negotiating and Grievance Committee. This committee will deal with any matters properly arising from time to time under the terms of and during the continuation of this Agreement. Any steward may act as an alternate in the absence of one of the four (4) Negotiating and Grievance Committee members. One of the four (4) Negotiating and Grievance Committee members will be the representative present at any formal grievance meetings.

The Local Union President shall be allowed to attend meetings between the Board and the Union for purposes of negotiations, the grievance meetings immediately preceding arbitration, arbitration hearings and other meetings properly arising under the terms of this Collective Agreement.

The Union agrees to supply the Board with the names of the eight (8) stewards and the members constituting the committee, and to keep such list **up** to date at all times.

ARTICLE 7 - UNION COMMITTEE (cont'd)

- 7.02** The eight (8) stewards will represent at least four (4) different geographical areas within the Board's operation. The area in which each steward will operate shall be communicated to the Board in writing by the Union.
- 7.03** The Union recognizes and agrees that members of this Committee have regular duties to perform in connection with their employment and, therefore, the business of administering this Agreement will be attended to with the least possible interference with their regular duties.
- 7.04** Absence from Regular Duties for Committee Business  
Whenever possible, a committee member will obtain permission from the Manager of Employee Relations/Services before leaving regular duties and will give a reasonable explanation as to the length of time spent in the performance of regular Union duties. Such permission shall not be unreasonably withheld, although it is understood that matters that can be dealt with by telephone on breaks or outside of the employee's working hours shall not require the **steward/committee** member to be absent from his or her workplace during working hours. Where it is not possible to obtain permission in advance, the committee member will notify the Manager of Employee Relations/Services as soon as possible afterward.
- 7.05** It is agreed that committee members shall be recompensed at their current hourly base rate for time spent in negotiations during working hours up to and including the Conciliation Officer stage.
- 7.06** The Union shall have the right at any time to have the assistance of a **representative(s)** of the Canadian Union of Public Employees when dealing or negotiating with the Board.

## ARTICLE 8 - SENIORITY

**8.01** Each employee covered by this Agreement who has completed her or his probationary period shall have her or his name placed on the seniority list based on the number of regularly scheduled hours of employment, but excluding overtime, since the employee's last date of hire. In this regard, "hours of employment" shall include time absent on leave of absence with pay, on sick leave, vacations and statutory holidays, as well as time on leave of absence without pay, and other absences listed below, subject to the following specified maxima:

- (a) Pregnancy Leave **and/or** Parental Leave in accordance with the Employment Standards Act, to a maximum if combined of up to one (1) year (~~fifty-two~~;52 weeks).
- (b) Political Leave: to a maximum of six (6) months.
- (c) Educational Leave: to a maximum of six (6) months.
- (d) Leave for election or appointment as an officer of the Union: to a maximum of the duration of the leave.
- (e) Long Term Disability: to a maximum of one (1) year.
- (f) Lay-off to a maximum of six (6) months.
- (g) Workers' Compensation: to a maximum of two (2) years.

**8.02** Each March **31** a single seniority list will be published and made available to each **school/workplace** and a copy given to the Union showing total accumulated hours of seniority as of December **31**. Seniority shall be calculated for each full-time and part-time employee in accordance with Section **8.01**. Accordingly, the seniority measurement shown on such list shall not in any way be construed as a measurement of service for other purposes.

The seniority list will include the names of employees, classification, department and/or school, and the total accumulated hours. The Union shall be notified in writing of all hires and terminations which occur in the interval between the publishing of seniority lists.

**8.03** When a new employee is hired, the employee shall be on probation for a period of seventy (70) days worked. Employees retained past the seventy (70) days worked probationary period shall have their names placed on the seniority list and be credited with seniority in accordance with Section **8.01**.

## ARTICLE 8 - SENIORITY(cont'd)

**8.04** Temporary employees may be hired by the Board for a period of up to six (6) months for relief work or during peak periods, or for a period of up to twenty-four (24) months, corresponding with the total **20.09 (d) Pregnancy/Parental/Extended** leave of the employee being replaced, and during these periods they will not be subject to the terms of this Agreement except as to the wage rate and the check-off provisions as provided for in Section **5.01**. Temporary employees shall receive vacation pay of four percent (4%) of gross earnings excluding the vacation pay for each period, payable on the regular pay cheque applicable to that pay period. It is understood, however, that employees on lay-off, having the required qualifications and experience for the job, will be recalled before any new temporary employees are hired under this clause. The periods noted above may be extended by mutual agreement. The Union shall be advised of temporary appointments under this section.

### **8.05** Transfer to Non-Bargaining Unit Positions

#### (a) Permanent Transfer Out of the Bargaining Unit:

The selection or appointment of an employee for any position not subject to this Agreement is not covered by this Agreement. If an employee is, or has been, transferred or appointed to a position which is not covered by this Agreement, but fails the applicable probationary period, or to a maximum period of six (6) months, whichever is less, the employee will be returned to the original job classification and wage rate held at the time of transfer, and seniority will continue as if the employee had not transferred out of the bargaining unit.

If an employee is returned to a position covered by this Agreement after the applicable probationary period, or within a maximum of six (6) months, whichever is less, the employee's seniority shall resume at the point the employee held before the transfer out of the bargaining unit position.

#### (b) Temporary Transfer Out of the Bargaining Unit:

When an employee temporarily transfers to a position that is not covered by this Agreement, the employee will continue to accumulate seniority while in the non-bargaining unit position for up to and including twelve (12) months unless agreed **otherwise** between the Board and Union. The employee will continue to pay union dues at the rate last assessed. After the twelve (12) month period, the employee's seniority will be frozen until the employee returns to a bargaining unit position.

#### (c) Transitional Clause

For all employees who transferred out of the bargaining unit prior to June 30, 2000, and who are later transferred back to a position within the bargaining unit, seniority shall be calculated to include all service with the Board.

## ARTICLE 8 - SENIORITY (cont'd)

- 8.06** Employees absent due to Long-Term Disability shall continue to accumulate seniority (based on regularly scheduled hours) for a maximum of one (1) year while on Long-Term Disability.
- 8.07** All employees, including probationary employees, have recourse to the grievance procedure if disciplined or discharged. However, the standard for discharging a probationary employee will be a lesser standard than for those employees who have successfully completed the probationary period. A probationary employee may be discharged for unsuitability **and/or** unsatisfactory performance.
- 8.08** Seniority on Transfer for Accommodation Purposes  
The parties hereto agree that an employee transferring from one CUPE, bargaining unit to another under "Duty to **Accommodate**" shall carry with her or him full credit for seniority and service earned while in the former CUPE bargaining unit(s). The Board will consult with the Local President and the bargaining unit committee regarding permanent placements within that bargaining unit under "Duty to **Accommodate**".

## ARTICLE 9 - LOSS OF SENIORITY

- 9.01** An employee shall lose seniority and employment if the employee:
- (a) leaves of their own accord;
  - (b) is discharged and the discharge is not reversed through the grievance procedure;
  - (c) is laid off continuously for a period of more than eighteen (18) consecutive months;
  - (d) is absent for more than three (3) working days without notifying the Manager of Employee Relations/Services or designate and without securing a leave of absence or without giving a reason satisfactory to the Board;
  - (e) declines more than one recall within a ten (10) month period.

## ARTICLE 10 - LAY-OFFS AND RECALLS

- 10.01** The Board agrees that in the event of a lay-off, employees shall be laid off according to seniority and classification [with the most junior **employee(s)** in the affected **classification(s)** to be laid off first], provided the remaining employees have the ability to do the job and meet the qualifications for the job.
- 10.02** Seniority shall accumulate for the first six (6) months of lay-off.

## ARTICLE 10 - LAY-OFFS AND RECALLS (cont'd)

**10.03** Where it is necessary to recall employees, they shall be recalled in the reverse order to which they were laid off [with the most senior **employee(s)** to be recalled first], provided they have the ability to do the job and meet the qualifications for the job.

Where the initial recall is to a different classification, the employee shall retain the right to be recalled to a position in the classification from which they were laid off, should such position become available within two (2) years of the first day of the lay off.

**10.04** A surplus bargaining unit employee shall be given preference according to seniority to fill a vacancy provided **he/she** has the ability to do the job and meets the qualifications for the job.

### **10.05** Redeployment Committee

In all situations involving lay-offs of members of the bargaining unit, the Board will discuss the circumstances related to the lay-off with the Union at a meeting of the **Labour/Management** Committee. In such circumstances, the consultation at the **Labour/Management** Committee shall take place not less than thirty (30) calendar days in advance of the proposed effective date of the lay-off.

When the **Labour/Management** Committee convenes to discuss lay-offs, its composition may be augmented to a maximum of up to seven (7) representatives for each of the Employer and Union teams. The meeting shall be held during normal working hours and the time spent attending such **meeting(s)** will be considered work time for which all participants shall be entitled to regular pay. When reviewing the lay-offs, the **Labour/Management** Committee shall conduct itself in its normal fashion with regard to chairing the meetings, preparation of agendas, minutes, etc. The committee will have at its disposal such staffing, work organization and financial information as is relevant to the proposed lay-off.

As part of its review, the Committee may identify, propose and discuss possible alternatives to lay-offs which might include, but are not necessarily limited to, the contracting in of work and potential re-organizations. The Committee may also identify and discuss existing vacant positions and/or positions which are expected to become vacant within the ensuing twelve (12) months, as well as opportunities for worker retraining where positions may be available and retraining is cost effective.

It is also understood that, in its role of reviewing lay-offs, the committee through its representatives may exercise a discretion to waive job **postings** in appropriate circumstances.

Persons who are normally employed on a less than twelve (12) month basis are not to be regarded as laid off, for the purposes of this paragraph (**10.05**), during the period of the year when they are not required to be at work.

## ARTICLE 11 -JOB VACANCIES

**11.01** When the Board decides to create a new job or declares a job vacant, the Board shall put notice of such vacancy for a minimum of ten (10) working days in all worksites in which Educational Assistants or Outdoor Education Instructors are employed (Note: There is a maximum of five working days for such notices which are issued from May 1<sup>st</sup> to June 30<sup>th</sup>.) The notice will be kept in a separate posting book labelled 'CUPE POSTINGS'. The Board will also send notification of postings electronically to the CUPE EA Bargaining Unit Chairperson.

### Information in Postings

Such notice shall contain the following information: classification, nature of position, qualifications, required knowledge and education, skills, and hours of work and closing date of posting.

Such qualifications and requirements shall be those necessary to perform the job function and may not be established in any arbitrary or discriminatory manner.

**11.02** Work assignments of less than .5 FTE are not subject to job posting, and will be filled on a temporary basis for up to the balance of the current school year. Such work assignments shall be offered to Educational Assistants or Outdoor Education Instructors already employed in the same worksite, on the basis of seniority, if no scheduling conflict exists with the part-time position, and the employee is qualified to perform the job function. If the work assignment can not be filled by a bargaining unit member in that worksite, the assignment will be filled from the supply list. The Union will be notified of all such work assignments.

**11.03** A Bargaining Unit Member may make written application for any posted vacancy. The application shall be submitted to Employee Relations/Hiring. As between two or more applicants who have the ability to do the job and meet the qualifications for the job, and are relatively equal as to skills and qualifications as stated in the job posting, the applicant with the most seniority shall be given the job. Skills and qualifications shall be determined by the Board provided such judgement is not exercised in an unfair or unjust manner. Present employees shall be considered for vacancies before outside applicants.

NOTE: In any job posting, the senior candidate will be offered the position, without an interview, in circumstances where:

- a) for that candidate, the job represents a lateral move, within the same job classification,
- b) that candidate possesses the additional skills and qualifications required for the particular placement, and
- c) there are no outstanding employment concerns in relation to attendance history, disciplinary record or work performance.

## ARTICLE 11- JOB VACANCIES (cont)

- 11.04** It is agreed that a successful applicant of the job posting procedure or a new employee will not be permitted to move to another position for a period of one (1) year after accepting a position except by written permission from the Board, or except when a position for which she or he was successful disappears within the one (1) year period. The one (1) year limitation shall apply in the same manner to transfers made at the employee's request.
- 11.05** The parties agree that transfers may not be effected until the start of the next school term.
- 11.06** A vacancy created by the absence of an **ill** or disabled employee will be posted or, in any event, treated as a **permanent** vacancy at the point in time when the absent employee first receives benefits under the Long-Term Disability Plan, Workplace Safety & Insurance Disability Pension, or is receiving Workplace Safety & Insurance benefits for a period of one and one-half (1½) years.
- Should the employee recover and be capable of performing the job in the classification previously held, the employee shall be entitled to **fill** any suitable vacancy in that classification available at the time. If a suitable vacancy is not available, the employee shall be entitled to displace the most junior employee in that classification within the geographic area, provided the returning employee has greater seniority.
- 11.07** An employee who has applied for a new position or vacancy in accordance with Article 11 and has not been successful shall be given the opportunity of a debriefing session if she ~~or~~ he so requests.
- 11.08** Any advertised vacant posting shall be filled as expeditiously as possible where there have been internal candidates. On a monthly basis, the Union will be provided with a list detailing the status of **postings**.

## ARTICLE 12 - COMPLAINT AND GRIEVANCE PROCEDURE

- 12.01** Matters pertaining to the interpretation or application of this Agreement, together with complaints and grievances, shall be discussed and adjusted by the Board's designated representatives and the Union Committee.



## ARTICLE 12 -COMPLAINT AND GRIEVANCE PROCEDURE (cont'd)

**12.02** If an employee has any complaint or grievance to take up with the Board, it shall be heard in the following manner.

(a) Informal Step

Prior to filing a personal grievance, on a matter that is other than disciplinary, as hereinafter provided, an employee shall normally attempt, by informal discussion with his/her Principal, to resolve any matter which could be the subject of a grievance. In this discussion, the employee may be accompanied by a Union representative, and the Principal may be assisted by the Manager of Employee **Relations/Services** or designate. This discussion must take place not later than five (5) working days following the date of the incident giving rise to the potential grievance. The Principal's response must be made not later than three (3) working days following the discussion.

Any matter not settled at this stage may become the subject of a grievance and be dealt with as follows:

(b) Step 1

The grievance of the employee shall be stated in writing on a standard form supplied in triplicate by the Union which shall be completed as indicated on the form and signed by the employee and the committee representative. The form will then be presented to the Manager of Employee **Relations/Services** who will give a decision in writing within five (5) working days.

(c) Step2

If the decision of the Manager of Employee **Relations/Services** is not satisfactory to the employee concerned, the matter will be referred to the Superintendent of **Education/Employee Relations**, or designate (with a copy to the Manager of Employee **Relations/Services**), and the Union committee, and the Superintendent or designate shall convene a meeting. At this meeting a representative of the National Office of the Canadian Union of Public Employees may be present if either party requests such presence. The Superintendent or designate shall notify the Union within four (4) working days of proposed **date(s)** for the meeting, which shall be scheduled on a mutually agreeable date.

The Superintendent of **Education/Employee Relations**, or designate, shall give a decision in writing to the President of the Local with a copy to the Chairperson within five (5) working days after the meeting. If the Superintendent's or designate's decision at this stage is not satisfactory to the Union, the grievance may be referred to arbitration in accordance with the following.

ARTICLE 12 - COMPLAINT AND GRIEVANCE PROCEDURE (cont'd)

- 12.03** A grievance must be filed within fifteen (15) working days of the time the employee became aware or ought to have been aware of the incident leading to the grievance, except in the case of a grievance regarding wages which shall have a time limit of thirty (30) days from date of receipt of earned wages.
- 12.04** (a) The Board agrees to compensate up to two (2) committee members at their current rate of pay for a reasonable amount of time spent in dealing with grievances. This is to apply to time spent in dealing with complaints or grievances in the schools during the employees' regular working hours and further includes time spent on grievances after they have reached the arbitration stage (provided the Board does not have to supply a replacement for a committee member).
- (b) The Board agrees to allow a Grievor with an Individual Grievance to take an unpaid leave of absence for one-half day (½ day) prior to a scheduled and confirmed first date of an arbitration hearing into the employee's Individual Grievance, as long as the Manager of Employee Relations/Services receives a request in writing from the Union a minimum of five (5) days in advance of the requested leave, with a copy to the Manager of Employee Relations/Labour & Legal.
- 12.05** Any of the times mentioned in the grievance or arbitration proceedings may be extended by mutual agreement in writing.
- 12.06** It is understood that all references to days in Article 12 - Complaint and Grievance Procedure shall mean working days. "Working days" for purposes of this article shall mean Monday to Friday, including summer, but paid holidays (pursuant to article 18), Christmas and March breaks shall not be counted in determining the time frame for advancement of a grievance through the grievance steps or to arbitration.
- 12.07** It is agreed by the parties that any grievance not processed from one step to another or to arbitration within ten (10) days of the prior answer shall be deemed to have been dropped.

## ARTICLE 13 - POLICY GRIEVANCES

**13.01** A policy grievance may be filed by either the Board or the Union. A policy grievance is defined and limited to one which alleges:

- (a) incorrect interpretation or administration of the Agreement which may affect the collective bargaining interests of the bargaining unit or the Board; or
- (b) other actions which may affect the collective interests of either party; or
- (c) a breach of an announced policy of the Board concerning benefits established under the Collective Agreement.

A policy grievance shall be filed at Step **2** of the grievance procedure as outlined in Article **12**.

## ARTICLE 14 - ARBITRATION

### **14.01** Arbitration

Should the grievance be unresolved following receipt of the answer at Step **2**, or should such answer not be given within the required time, either the Bargaining Unit or the Board may submit the grievance to arbitration. The referral to arbitration must be in writing and received by the other party no later than fourteen (14) calendar days after the expiry of the Step **2** time limit.

When either party requests that a grievance be submitted to a single arbitrator, the written referral to arbitration shall include the names of three arbitrators. Within seven (7) calendar days following receipt of the referral, the other party shall respond in writing, agreeing to one of the named arbitrators, or with a list of three alternative suggestions. If the responding party does not agree to one of the three, the parties may exchange further names until agreement is reached, or at any time after the initial exchange of lists, if agreement is not reached, either party may refer the matter to the Minister of Labour for appointment of an arbitrator whose name has not appeared in the **exchange(s)** between the parties under this provision.

- 14.02** (a) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single arbitrator. In that event, the referral to arbitration [see **12.02 (c)**] shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.

## ARTICLE 14 - ARBITRATION (cont'd)

- 14.02 (b)** The two nominees shall, within fifteen **(15)** days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. The Chair may be a person from the agreed list [see **14.01**], although that is not required. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.
- (c)** The provisions of **14.04** and Article **15** related to a single arbitrator shall similarly apply to a Board of Arbitration.
- 14.03** It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, or administration of this Agreement, which cannot be settled after exhausting the grievance procedure, will be settled by arbitration as defined herein, and in accordance with the Ontario Labour Relations Act.
- 14.04** Limitations Upon Arbitrator
- (a)** An arbitrator shall not be authorized to alter, modify, amend or add to any part of this Agreement.
- (b)** No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless requested to do so with the consent of both parties prior to the commencement or in the course of the arbitration hearing.
- (c)** Each party shall be responsible for an equal share of the fee and expenses of the arbitrator. If a grievance is heard by an Arbitration Board rather than by a single arbitrator, each party shall be responsible for the fees and expenses of its own nominee to the Board of Arbitration.
- (d)** At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties, or the arbitrator, to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

## ARTICLE 15 – DISCIPLINE/DISCHARGE CASES

- 15.01** A claim by an employee of discharge without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Board's Grievance Committee or its appointee within three **(3)** working days of discharge. The Board agrees to notify the President and the Unit Chairperson of a discharge. Step **1** of the grievance procedure shall be omitted in such cases.

## ARTICLE 15 - DISCIPLINE/DISCHARGE CASES (cont'd)

- 15.02** Such special grievance may be settled by confirming the Board's action in dismissing the employee, or by reinstating the employee with full compensation for time **lost**, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration if the matter is submitted to such Board.
- 15.03** At any meeting between the employer and an employee at which discipline is to be imposed, the employee shall have the right to request the presence of a Union representative. The Board shall allow the Employee reasonable time to arrange for the attendance of the Bargaining Unit Representative.
- NOTE: It is understood that a suspension with pay, while an investigation is being undertaken, is not disciplinary in nature.
- 15.04** Where a minimum of two (2) years have elapsed since a disciplinary matter was placed in an employee's file, the employee may request that such disciplinary material be reviewed by the Superintendent of Employee Relations. A request for removal of the disciplinary material shall not be unreasonably denied.

## ARTICLE 16 - HOURS OF WORK AND OVERTIME

### **16.01** Educational Assistants

- (a) While the parties recognize that hours may vary according to the particular needs of a **school/educational** unit, the normal hours of work shall be up to six (6) hours per day as determined by the **Principal/Manager** when the location is operating with children in attendance.

Effective September 1, 2007, while the parties recognize that hours of work may vary according to the particular needs of a **school/educational** unit, the normal hours of work shall be thirty (30) hours and twenty-five (25) minutes per week, as determined by the **Principal/Manager**. Except if mutually agreed otherwise, no less than ten (10) minutes and up to twenty-five (25) minutes will be assigned in a single block.

Effective September 1, 2008, while the parties recognize that hours of work may vary according to the particular needs of a **school/educational** unit, the normal hours of work shall be thirty-one (31) hours and fifteen (15) minutes per week, as determined by the **Principal/Manager**. Except if mutually agreed otherwise, no less than fifteen (15) minutes and up to thirty (30) minutes will be assigned in a single block.

- (b) Effective September 1, 2007, authorized overtime shall be paid at time and one-half for work performed over thirty (30) hours and twenty-five (25) minutes per week.

**ARTICLE 16 - HOURS OF WORK AND OVERTIME (cont'd)**

- 16.01** (c) Effective September 1, 2008, authorized overtime shall be paid at time and one-half for work performed over thirty-one (31) hours and fifteen (15) minutes per week.
- (d) Effective September 1, 2011 the normal hours of work for Educational Assistants shall be up to seven (7) hours per day, and authorized overtime shall be paid at time and one-half for work performed over thirty-five (35) hours per week.
- 16.02** Outdoor Education Instructors
- (a) The hours of work for Outdoor Education Instructors shall be seven (7) hours per day as assigned by the Superintendent of Education/Programs, or designate.
- (b) Authorized overtime shall be paid at time and one-half for work performed over seven (7) hours per day.
- 16.03** Bargaining unit members shall be paid for the legislated number of Professional Activity Days during the school year, to a maximum of six. Employees shall be notified in advance of the required day(s) to be observed for each work day.
- 16.04** Subject to unexpected contingencies, Bargaining Unit members shall be granted an uninterrupted lunch break of not less than 40 minutes, as established by the Principal of the school or the Superintendent of Education/Programs, as appropriate.
- 16.05** The Board agrees to continue the customary practice of granting two (2) ten-minute rest periods, each to be taken approximately mid-morning and mid-afternoon. These rest periods are to be scheduled such that they do not detrimentally affect the care of the children.
- 16.06** The starting, stopping and reporting times in each location shall be as determined by the Principal of the school or the Superintendent of Education/Programs, as appropriate.

## ARTICLE 17 -VACATIONS

### **17.01** Vacation Pay

- (a) An employee who has completed less than three (3) years of service shall be paid **4%** vacation pay.
- (b) An employee who has completed three (3) years' service shall be paid **6%** vacation pay.
- (c) An employee who has completed nine (9) years' service shall be paid **8%** vacation pay.
- (d) An employee who has completed eighteen (**18**) years' service shall be paid **10%** vacation pay.
- (e) An employee who has completed **twenty-five (25)** years' service shall be paid **12%** vacation pay.

Effective July 1, 2009, employees shall receive vacation pay on the following basis:

### Vacation Pay

- (a) An employee who has completed less than three (3) years of service shall be paid **4%** vacation pay.
- (b) An employee who has completed three (3) years service shall be paid **6%** vacation pay.
- (c) An employee who has completed eight (8) years service shall be paid **8%** vacation pay.
- (d) An employee who has completed seventeen (**17**) years service shall be paid **10%** vacation pay.
- (e) An employee who has completed **twenty-four (24)** years service shall be paid **12%** vacation pay.

- 17.02** As part of vacation, employees will receive the Christmas break and **mid-winter** break with continuation of normal pay, taking into account the statutory holidays which fall during these periods. Should a further positive adjustment be necessary, it shall be made on the first pay in June. Should a negative adjustment be necessary, it shall be divided equally and deducted from the last two (**2**) regular **pays**.

Where an employee is entitled to vacation pay prior to commencing **pregnancy/parental** leave, the Board agrees to delay payment of the vacation pay owing upon commencement of the leave to the first pay cheque after the employee returns to work following the leave.

### **17.03** Paid Holidays During Vacation

If a paid holiday falls or is observed during the above vacation period, employees will be granted an additional day's pay for each such holiday.

## ARTICLE 18 - PAID HOLIDAYS

**18.01** The Board agrees to pay each employee a sum equivalent to the employee's current daily rate of pay for the following holidays -

New Year's Day	Victoria Day	Boxing Day
Good Friday	Thanksgiving Day	Heritage Day
Easter Monday	Christmas Day	Remembrance Day
Family Day		

under the following conditions:

The holiday must fall on a regular working day which the employee would have normally worked if the day had not been a holiday. The employee must be at work the full shift prior to and following the day of the holiday. The only exception to the above would be for leave of absence granted in writing or proven illness either the day before or the day after the holiday period.

Notwithstanding the above, if a holiday falls on a Saturday or Sunday, the employee will be granted a day's pay or a lieu day with pay at the option of the employer.

If Heritage Day is not officially declared, a floating holiday shall be granted in each year of the Agreement on a **date(s)** to be mutually agreed upon.

Should schools remain open on Remembrance Day, the Board and the Union shall agree upon a "floating holiday" to be taken at another time in lieu of Remembrance Day.

Should the Federal or Provincial government enact legislation proclaiming any additional statutory **holiday(s)**, it shall be recognized in this Collective Agreement in accordance with legislated requirements.

**18.02** The Union shall notify the Board by August **15** with respect to the suggested designations of Heritage Day and Remembrance Day for the forthcoming school year.

**18.03** It is understood that school employees will leave when school is dismissed for the Christmas vacation and at the time determined by the Principal.

**18.04** Where a Bargaining Unit Member is required by the Board to report for duties in the calendar week immediately prior to Labour Day, Labour Day shall be treated as a paid holiday in accordance with Article **18.01**.



## ARTICLE 19 - SICK LEAVE PLAN

Sick Leave Plan - See Schedule "A" attached hereto.

## ARTICLE 20 -LEAVE OF ABSENCE

**20.01** The Board may grant a leave of absence, without pay and without loss of seniority or occupational classification, to an employee who requests such leave for good and sufficient cause. Except in extenuating circumstances, applications for leave of absence shall be submitted to the Manager of Employee **Relations/Services** at least two (2) weeks prior to the commencement of such leave and an answer to an application will normally be given in writing within seven (7) calendar days.

### **20.02** Pre-Planned Leave of Absence Without Pay for Union Business

(a) Where an employee in the bargaining unit is elected or appointed as President or Vice-president of the Local, such employee may submit a request for an unpaid leave of absence (up to full-time) to the Manager of Employee **Relations/Services**. Such a leave will be granted and, where the Union requests that the Board administer pay, benefits and sick leave arrangements for the employee during the leave, that will be attended to, as follows:

- (i) salary will be paid as directed by the Local, and
- (ii) benefit participation and sick leave accrual may be continued in accordance with the appropriate collective agreement

These arrangements are subject to timely reimbursement, by the Local, of salary and benefit costs, and the Local will report the **employee's** sick leave usage annually.

### (b) Release for WSIB Representative

Where an employee in the bargaining unit is elected or appointed as CUPE **WSIB** Representative, such an employee may submit a request for an unpaid leave of absence (up to full-time) to the Manager of Employee **Relations/Services**. Such a leave will be granted and, where the Union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the appropriate collective agreement. This is subject to the timely reimbursement, by the local, of the salary and benefit costs, and the local will report the **employee's** sick leave usage annually.

## ARTICLE 20 - LEAVE OF ABSENCE (cont'd)

### **20.02 Pre-Planned Leave of Absence Without Pay for Union Business**

- (c) Where an employee in the bargaining unit is elected or appointed as Secretary-Treasurer of the Local, such an employee may submit a request for an unpaid leave of absence (up to half-time) to the Manager of Employee Relations/Services. Such a leave will be granted and, where the Union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the appropriate collective agreement. This is subject to the timely reimbursement, by the local, of the salary and benefit costs, and the local will report the employee's sick leave usage annually. Up to fifteen (15) additional half-days per year shall also be made available for the Secretary-Treasurer, upon request, and at Union expense, for the purpose of attending a Union Provincial or Annual convention or meeting.
- (d) The employee in the bargaining unit who is elected or appointed as Unit Chairperson may submit a request for an unpaid leave of absence (up to half-time, mornings or afternoons, subject to operational needs) to the Manager of Employee Relations/Services. Such a leave will be granted and, where the Union requests it, the employee will continue to receive her/his regular salary and benefits, subject to timely reimbursement of salary and benefit costs by the local. Up to fifteen (15) additional days per year may also be granted, on the same basis, for the purpose of attending a Union Provincial or National Convention or meeting.
- (e) No more than two (2) stewards/committee members of the bargaining unit will be granted an unpaid leave of absence for union business on behalf of the bargaining unit at any one time, except for purposes of a Union provincial or national convention or meeting, in which case up to eight (8) committee members will be approved for leave up to a maximum of fifteen (15) consecutive days each to attend. Requests for additional days off for union business for union stewards will be considered on a case-by-case basis.

### **20.03 Seniority Accumulation**

The employee will only accumulate seniority during the first six (6) months of any granted leave of absence unless otherwise specified.

ARTICLE 20 - LEAVE OF ABSENCE (cont'd)

**20.04** Jury Duty

When an employee is summoned for **jury** duty or subpoenaed by the Crown, the Board agrees to compensate the employee for the difference between the pay the employee would have received while working and the fee received from the **Court**. The Board will continue to pay the employee his or her wages, and the employee will remit to the Board the fee received from the Court. Employees are to report back to work when they are not required to serve or give evidence, and where there is still time left in the regular work day. An employee chosen for jury duty must notify the Manager of Employee **Relations/Services** or designate immediately.

**20.05** Compulsory Quarantine

Salary for time lost due to compulsory quarantine shall be paid to employees when certified by the local Medical Officer of Health and is not chargeable to sick leave.

Notwithstanding the foregoing, where an employee is prohibited by her or his physician from entering on a temporary basis a particular area or **worksite** due to the presence or suspected presence of a communicable illness of a temporary or transient nature, the employee shall so notify the Manager of Employee **Relations/Services**, who shall re-assign the employee. **It is the responsibility of the employee** to provide to the Board a medical certificate stating the period of anticipated prohibition, and the nature of and the reason for the prohibition.

**20.06** Bereavement Leave

An employee shall be allowed five (5) successive working days for leave of absence, with pay, on the death of an employee's spouse, child, parent, sister or brother.

Bereavement leave for up to a maximum of three (3) successive working days, with **pay**, may be granted for the purpose of making the arrangements for or attending the funeral or a formal memorial service upon the death of an employee's step sister, step brother, mother-in-law, father-in-law, grandparent, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law, grandchild and any other person normally in residence with the employee as part of the family unit.

Additional days travelling time without pay may be granted if required.

ARTICLE 20 - LEAVE OF ABSENCE (cont'd)

**20.07** Special Leave

An employee shall be granted leave of absence, with pay, charged to their sick leave, for periods of up to an annual maximum of two (2) days, one day per occurrence, for special or compassionate reasons, subject to the approval of the Manager of Employee Relations/Services, or designate where such leaves occur during a scheduled work day. For the purpose of this paragraph, year is defined as September 1 to August 31.

Special Leaves are:

1. to attend the graduation exercise of the employee, spouse or child from a recognized course of study from a secondary school, college or university;
2. to attend the birth of the employee's child;
3. to write examinations to upgrade the employee's employment qualifications;
4. to attend a funeral of a close friend.
5. moving to a new place of residence on the day of the move, limited to once per year.

**20.08** (a) Pregnancy Leave

Upon written request, pregnancy leave of up to seventeen (17) weeks, without pay, shall be granted to an employee who has worked for the Board for at least thirteen (13) weeks. Where possible, the employee must give the Board at least two (2) weeks written notice of the date the leave is to begin, along with a certificate from a legally qualified medical practitioner stating the expected birth date. The pregnancy leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return to work. In any event, the pregnancy leave shall commence no later than the earlier of the employee's due date or the date of birth of the child.

(b) Parental Leave

Upon written request, parental leave of up to thirty-seven (37) weeks, (or thirty-five (35) weeks if attached to a pregnancy leave) without pay, shall be granted according to the Employment Standards Act to an employee who has worked for the Board for at least thirteen (13) weeks.

ARTICLE 20 • LEAVE OF ABSENCE (cont'd)

- (c) Provisions Applicable to Both Pregnancy and Parental Leaves
- i) A combined pregnancy and parental leave(s) shall not exceed a maximum of one (1) year, [fifty-two (52) weeks].
  - ii) Seniority shall continue to accrue during a pregnancy leave and/or a parental leave pursuant to the Employment Standards Act, up to a total maximum period of one (1) year [fifty-two (52) weeks].
  - iii) During pregnancy or parental leave, the Board shall continue to make its contributions for the benefit plans provided under Article 21 unless the employee indicates in writing that he/she does not intend to pay their contributions or fails to make such contributions by way of authorization of direct debit provided to the Board before the commencement of the leave.
  - iv) Where a pregnancy leave or a parental leave is granted under the provisions of the Employment Standards Act, the employee shall return to the placement vacated at the commencement of the leave, subject to the provisions of this Agreement,
  - v) The employee must give the Board at least two (2) weeks written notice prior to the start of the parental leave. A parental leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return to work.
  - vi) Sick pay is not payable during the term of a leave.
- (d) Extended Leave  
A bargaining unit member may request an extension to a pregnancy and/or parental leave, without pay for a maximum total leave of up to twenty-four (24) months. The member must apply in writing for the extended leave not later than two weeks in advance of the commencement of the leave. It is understood that a leave under 20.01 may not follow a Pregnancy/Parental/Extended leave. It is also understood that Benefits coverage during the extended leave is at the employee's expense.

20.09 Political Leave

For employees requiring a leave of absence for the purposes of filling a political office, the Board agrees to grant a leave of absence, without loss of seniority held at time of leave, plus six (6) months and without pay, for a period not to exceed the term of office or four (4) years, whichever is less.

## ARTICLE 20 - LEAVE OF ABSENCE (cont'd)

### **20.10** Educational Leave

For employees requiring a leave of absence to attend an educational institution on a full-time basis to upgrade education, the Board agrees to grant a leave of absence, without loss of seniority held at time of leave, plus six (6) months and without pay, for a period not to exceed one (1) year.

### **20.11** Supplemental Unemployment Benefits (S.U.B.) Plan

It is understood by both parties to this Collective Agreement that the S.U.B. Plan set out herein is based upon and is subject to Employment Insurance (E.I.) Regulations and procedures. In the event of amendment to those E.I. Regulations and procedures, these S.U.B. provisions will be reopened and renegotiated by the parties, as required, to ensure ongoing acceptance by E.I. authorities.

1. The object of this S.U.B. Plan is to supplement the E.I. benefits from the Canada Employment and Immigration Commission for temporary unemployment caused by pregnancy leave or parental leave for the purpose of adoption.
2. This Plan covers the employees covered by the Collective Agreement between CUPE, Local 218 (Educational Assistants) and the Durham District School Board.
3. The other requirements for receipt of S.U.B. are:
  - (a) the employee must be eligible to receive E.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission;
  - (b) an application for S.U.B. must be made by the employee on a form to be provided by the Board and the employee shall provide verification of the approval of the E.I. claim (in the form of his/her E.I. benefit stub and/or by obtaining a computer report from the Commission) indicating the weekly amount to be paid by the Canada Employment and Immigration Commission;
  - (c) the employee shall sign an agreement with the Board indicating:
    - (i) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board after returning from the employee's pregnancy leave or adoption leave (and any subsequent additional leave granted by the Board under the terms of the Collective Agreement) for a minimum period of three (3) months.

## ARTICLE 20 - LEAVE OF ABSENCE (cont'd)

### 20.11 Supplemental Unemployment Benefits (S.U.B.) Plan

- (ii) that should the employee not comply with (i) above the employee shall reimburse the Board any monies paid to the employee under this S.U.B. Plan.
- 4. An employee must have applied for and be in receipt of E.I. benefits in order to receive payments under this S.U.B. Plan.
- 5. An employee disentitled or disqualified from receiving E.I. benefits shall not be eligible for a S.U.B. A S.U.B. payment shall be made only when it has been verified that the employee has applied for and is in receipt of E.I. benefits.
- 6. An employee shall not have the right to a S.U.B payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
- 7. Other Income: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this Plan.
- 8. The benefit level paid under this Plan is set at a weekly rate equal to 90% of the employee's weekly insurable earnings as determined by the Canada Employment and Immigration Commission. It is understood that in any week the total amount of the S.U.B., E.I. gross benefits and any other earnings received by the employee shall not exceed 95% of the employee's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations.
- 9. The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a S.U.B. is payable.
- 10. The duration of this Plan is for the term of this Collective Agreement.

### 20.12 Leave of Absence

The Board will grant a leave of absence for up to two (2) years to any employee who requests such leave by reason of election or appointment as an officer of the Union. Such leave shall be without pay and without loss of seniority or occupational classification. Requests for further leaves will be considered on a case-by-case basis. Any position that becomes vacant due to an approved leave of absence as set out above will be filled as a temporary position, until such time as the employee who is currently on release returns to the bargaining unit. Where there is no need for the position to be filled, the Surplus and Redundancy Procedure of the Collective Agreement shall apply.

ARTICLE 20 - LEAVE OF ABSENCE (cont'd)

**20.13** Family Medical Leave

Notwithstanding any other provisions of the Collective Agreement dealing with unpaid leave of absence, Family Medical Leave of up to eight (8) weeks without pay shall be granted to a bargaining unit member who meets the requirements for the leave as specified in the Employment Standards Act. Nothing in this provision limits the Board's ability to grant leaves under other applicable sections of the Collective Agreement or Board policy or Board procedure.

ARTICLE 21 - EMPLOYEE BENEFITS

**21.01** The Board and eligible bargaining unit members will make contributions towards the Ontario Municipal Employees' Retirement System in accordance with the legislation.

**21.02** (a) For full-time employees, the Board and Union agree to payment of percentages of premiums for benefits as outlined:

<u>Extended Health Benefits</u>	<u>Board</u>	<u>Employee</u>
e Group Life Insurance and A.D. & D. (coverage is compulsory) (3x annual salary capped at \$175,000)	<b>100%</b>	Nil
e LTD - Long-term Disability (coverage is compulsory) (60% of monthly salary capped at \$3,500 maximum benefit)	Nil	<b>100%</b>
● Major Medical (includes prescription drugs; private hospital room; Vision Care/Eye Exams up to \$350 in any 24 month period for prescription glasses/contact lenses/laser eye surgery; Psychologist \$1000 / yr per individual; Para-Professional for each practitioner, payments up to a total of \$400 per person, per calendar year	<b>90%</b>	<b>10%</b>
1) Speech Therapist		
2) Chiropractor		
3) Osteopath		
4) Chiropodist		
5) Podiatrist		
6) Naturopath		
7) Christian Science Practitioner		
8) Physiotherapist		
9) Masseur		
Hearing Aids to \$500 (every 36 months);		



ARTICLE 21 • EMPLOYEE BENEFITS (cont'd)

Dental Benefits

- Basic Preventative Services up to **\$1,300/year** per individual;  
Major Services up to **\$1,300/year** per individual;  
Orthodontics up to **\$1,300/year** per individual, **\$3,900** for a lifetime;

**2007 O.D.A.** (Effective January 1,2009)

Notes:

1. Dental recall once per nine (9) month period.
2. Out-of-Country Medical Insurance eliminated.
3. There is a yearly deductible of **\$10.00** (single), **\$20.00** (family) combined for Major Medical and Dental benefits.
4. For benefit improvements negotiated in **2008** for later implementation, please refer to Letter of Understanding #8.

**21.02 (b)** Eligibility for participation, coverage and benefits under paragraph **21.02** of this Agreement shall be in accordance with the terms of the policy with **Manulife** Financial or other carrier, as appropriate.

**(c) Part-time employees:** Employees regularly scheduled to work at least fifteen (15) hours per week and **up** to twenty-four (24) hours per week will have all benefit programs extended to them with the Board's share **of** premiums pro-rated according to the number of hours regularly scheduled as against full time hours.

Notwithstanding the above, employees who regularly work more than twenty-four (**24**) hours per week will continue to be eligible for full Board contributions as set out in Article **21** for the lifetime **of** this Agreement.

Participation in the Group Life Insurance **A.D. & D.** and Long-Term Disability is a condition of employment. Group Life Insurance coverage is to be calculated in accordance with the terms of the policy.

**(d)** For further clarity, and to deal specifically with employees who choose to remain in employment beyond age **65**, it is understood that:

- (i) eligibility to participate in the **LTD** program ends at age **65**;
- (ii) group life and **A.D. & D** coverage is reduced by **50%** from age **65** to **70** and ends at age **70**; and,
- (iii) eligibility to participate in the **Medical/Dental** program ends at age **70**.

**21.03** Employees will become eligible for coverage under the Group Insurance Plan upon completion of three (3) months continuous service.

**21.04** Employees on **L.T.D.** may choose to have the above benefits continued as a package by paying the total amount of the premiums to the Board quarterly in advance.

**ARTICLE 21 - EMPLOYEE BENEFITS (cont'd)**

**21.05** Should the Board decide to change carriers of any Benefit Plans, it shall notify the Union before the carrier is changed.

**21.06** The Board will continue to contribute towards premiums of benefits to the end of the month in which an employee is laid off. In the case of absence due to illness, the Board's contributions shall continue as long as the employee continues to receive sick pay under Schedule "A".

Notwithstanding the above, ten (10) month employees who are laid off during the summer and who are expected to return to work in September will continue to receive the Board's contributions to their benefits.

**21.07** Employment Insurance Rebate  
Effective January, 1999, and for each year thereafter, it is agreed that the Employee's share of the E. I. premium reduction rebates will be credited for their benefit in relation to benefit improvements in the current Collective Agreement.

**21.08** The Board shall provide to the Union annually, on request, a copy of all parts of the Board's Master Benefits Policy that apply to bargaining unit employees.

**ARTICLE 22 - SUPPLEMENTATION OF WORKPLACE SAFETY & INSURANCE AWARD**

**22.01** If an employee is prevented from performing the work of a bargaining unit member with the Board on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the school Board will supplement the award made by the Workplace Safety & Insurance Board for the loss of wages to an employee by such an amount that the award of the Workplace Safety & Insurance Board for loss of wages together with the supplementation of the school Board will equal 100% of the employee's regular wage after deductions and having regard to any non-taxable part or portion of income. The portion to be paid by the school Board is to be chargeable to the employee's sick leave reserve.

**22.02** The Board agrees to provide a copy of the Form 7, and any attached information, to the employee concerned at the time the Form 7, and attached information is submitted to the **W. S. I. B.**

**22.03** The Board agrees to notify an employee of its intention to dispute his or her claim with the Workplace Safety and Insurance Board. Similarly, the Board and the employee, as the case may be, will advise the other at subsequent points in the claims process, up to and including **WSIAT** (Workplace Safety and Insurance Appeals Tribunal), of their intention to dispute a claim or appeal.

## ARTICLE 23 - GENERAL CC

### **23.01** Bulletin Boards

The Board shall provide bulletin boards for each school in locations designated by the Board upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees. Before posting, permission must be obtained from the Principal of the school.

### **23.02** General

Wherever the singular is used in this Agreement, it shall be considered as if the plural had been used where the context so requires.

### **23.03** Mileage Allowance

Employees requested to use their own vehicles for business purposes will be reimbursed at the Board approved rate.

Educational Assistants who work in the Vision Program and who, after arriving at their assigned school, are deployed to the Board Office are entitled to claim mileage at the approved Board rate for the distance from the assigned school to the Board Office.

### **23.04** Credit Union

The employer agrees to deduct authorized credit union deductions from each pay and to remit such to one **(1)** of the **two (2)** recognized credit unions within one **(1)** week of the date of the deduction.

### **23.05** Posting Book

A posting book shall be available in each school or workplace and all job **postings** shall be posted as they are received.

### **23.06** Protective Equipment/Special Purpose Clothing

Educational Assistants who require swim wear as part of their regular assignment, will be reimbursed for the purchase of one swimsuit per year, up to a maximum of **\$50.00**, upon submission of an appropriate receipt to the Coordinator of Educational Assistants.

Where the Board requires that an employee use protective equipment or wear other special purpose clothing, **this** shall be provided to the employee at no cost.

### **23.07** Medical Procedures

The Board shall not require a bargaining unit member to carry out any of the following medical procedures: administration of medication by injection, insertions, diabetic testing, catheterization, tube feeding, feeding students with impaired swallow reflex, postural drainage or manual expression of the bladder, The Union acknowledges that volunteers may be needed to perform such functions, and it will not object **if** its members or others perform such functions.

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## E 23 - GENERAL CONDITIONS (cont'd)

### **23.08** Communicable Diseases, Health/Personal Risks

Educational Assistants shall be made aware of communicable diseases or other health/personal risks associated with students with whom they are expected to come into contact, where this information is known to the teacher(s).

The Principal will make it a priority to notify the Educational Assistants, as soon as possible, if a case of fifth disease is reported in the workplace.

### **23.09** Yard Duty/Lunch Room Supervision

Educational Assistants shall not normally be required to do general yard duty supervision or general lunch room supervision. Educational Assistants may be required to participate in these duties only in relation to one or more special needs students whom they support on a regular basis.

### **23.10** General Supervision

Any Educational Assistant hours, as specified in paragraph 16.01 (a), which are in excess of thirty hours per week are available for general supervision.

Principals shall have the flexibility to assign these hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Educational Assistants' working conditions.

### **23.11** Redeployment within School

Educational Assistants shall be deployed to work in the class or area for which they were hired to support. It is understood that in the event of an emergency or change in normal routine, Educational Assistants may be redeployed within the school.

### **23.12** Re: Utilization of Vehicles To Transport Children

The parties agree that Educational Assistants shall not be required to utilize their vehicles to transport children. The parties agree to identify issues or concerns at the Labour Management Committee.

### **23.13** Evaluation of Educational Assistants

Teachers, including SERTS and Department Heads, shall not discipline or evaluate Educational Assistants. The Principal or Vice-Principal is responsible for the evaluation of Educational Assistants.

## ARTICLE 23 - GENERAL CONDITIONS (cont'd)

### **23.14** Re: Criminal Background Checks

The Board is required by law to collect criminal background checks on its employees in accordance with the regulations of Ontario.

With the cooperation of the employees, the Board shall collect and manage personal documents and information including criminal background checks, in a secure manner that provides for confidentiality and privacy for employees.

Any disciplinary action related to the criminal background check of the Offence Declaration required by regulation may be the subject of a grievance.

### **23.15** Lock-in/Lockdown

In the event of an emergency where the **school/work** site has been locked-in, or locked down, and the members are required to stay beyond their normal working hours, they will be compensated at time and one-half for the additional **hour(s)**, where such additional hours would otherwise have qualified as overtime.

## ARTICLE 24 - DEFINITION OF FULL-TIME AND PART-TIME

- 24.01** (a) Full-time employee shall be defined as an employee who normally works more than twenty-four **(24)** hours per week.
- (b) Part-time employee shall be defined as an employee who normally works twenty-four **(24)** hours per week or less.

## ARTICLE 25 - SALARY SCHEDULE AND WAGE RATE CLASSIFICATION

**25.01** The Salary Schedule and Wage Rate Classification shall be as shown in Schedule "B" attached hereto and forming part of this Agreement.

### **25.02** Pay Days

It is agreed that employees shall be paid every second Thursday.

### **25.03** Direct Deposit

The Board agrees to pay all regular full-time and part-time employees covered by this Collective Agreement by means of a direct deposit electronic transfer **system**. It is understood that the Board incurs no additional liability to employees by implementing a direct deposit electronic transfer payroll system and that its obligation to employees on its payroll ~~is~~ satisfied when its payroll cheque ~~is~~ deposited with the banking institution which ~~is~~ responsible for the administration of the direct deposit system.

ARTICLE 25 - SALARY SCHEDULE AND WAGE RATE CLASSIFICATION (cont'd)

**25.03** Direct Deposit (cont'd)

**Newly-hired** employees will provide the Board with the bank, trust company or credit union information necessary for deposits to be made into their accounts by no later than the date their employment commences. A failure to provide the information on or before that date may result in a withholding of pay. Employees will advise the Board of any changes in their bank, trust company or credit union arrangements at least fifteen (15) school days prior to a pay day for the changes to be made for that pay day. Where there is insufficient information provided to allow a direct deposit to be made, the employee's pay will be held by the Board without interest. In addition, this Collective Agreement authorizes the Board to collect reasonable administration charges from an employee's salary if the Board is required to perform administrative work not otherwise required but for the employee's acts or omissions respecting the employee's direct deposit responsibilities.

ARTICLE 26 - STRIKES AND LOCK-OUTS

**26.01** There shall be no strike or **lock-out**, **slow-down** or stoppage of work, either complete or partial, during the term of this Agreement.

ARTICLE 27 - TERM OF AGREEMENT

**27.01** This Collective Agreement shall continue in force and effect from September 1, **2008** to August **31, 2012**. Either party to this Agreement may, not more than one hundred and twenty (120) days and not less than thirty (**30**) days prior to August **31, 2012**, give the other party written notice of its desire to bargain a renewal Collective Agreement, and a meeting shall be held within twenty (20) days at which time the parties will commence negotiations on the proposed amendments **and/or** the terms of a new Agreement. Failing agreement by August **31, 2012**, this Agreement and all of its terms will continue in force until a new Agreement is executed or completion of conciliation proceedings, as prescribed by law, whichever shall first occur.

## ARTICLE 28 -WORKPLACE HEALTH AND SAFETY

- 28.01** Unless legislation expressly prohibits maintenance of the status quo, the Board agrees to meet its obligations under the Ontario Occupational Health & Safety Act, in effect on the final ratification date of the Collective Agreement, as the minimum standard.
- 28.02** The Union and the Board agree that issues involving workplace aggression or violence shall be brought to and discussed in the **Labour/Management** Committee, and may be referred as necessary to the Joint Health and Safety Committee.
- 28.03** The Board shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the Ontario Human Rights Code.
- 28.04** The Board agrees to involve the union in the Disability Management Program.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals by the hands of their proper officers this 17 day of FEBRUARY 2009.

THE DURHAM DISTRICT SCHOOL BOARD

J. Davougin  
Henri Loukes  
J. Hender  
S. Bab  
EA Smith

CANADIAN UNION OF PUBLIC  
AND ITS LOCAL NO. 218

Clare Rose  
Joni Ann Richards  
Jan K  
Ang Kuysi  
Betty Thomas  
Paul Bryer



**SCHEDULE "A"**  
**SICK LEAVE PLAN**

1. The Superintendent of Education/Business and Treasurer of the Board shall have power to do and perform all things necessary for the conduct of the sick leave plan, including the power to allow or disallow any sick leave credit or deductions therefrom under the system, and including the requirement to have an employee submit to a medical examination by a Doctor designated by the Board.
2. The Superintendent of Education/Business and Treasurer shall keep, or cause to be kept, a record in which shall be entered the credits and deductions therefrom.
3. All employees covered by this Collective Agreement are eligible for the benefits under this plan for the period of continuous service subsequent to appointment. Any employee whose period of service has been broken by resignation and who subsequently is re-employed shall benefit only from the date of re-employment on the regular staff.

4. **Credits**

As of September 1<sup>st</sup>, each eligible full-time employee shall be entitled to eighteen (18) days for a full year of employment (September 1 to June 30) with the Board. Employees hired after September 1<sup>st</sup> or leaving the employ of the Board before June 30<sup>th</sup> shall be credited with a proportion thereof. Unused days at June 30<sup>th</sup> shall be allowed to accumulate to a maximum total of two hundred (200) days.

A day of sick leave with pay is the number of hours for each day equal to the number of hours worked for the major part of the year.

5. (a) After three (3) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a physician or dentist is furnished to the Manager of Employee Relations/Services certifying to the inability of the employee to attend to regular duties.
- (b) Notwithstanding sub-section (a) above, the Board may require an employee to submit the required certificate for a period of absence of less than three (3) days.
- (c) In cases where the absence is due to an accident compensable under the Workers' Safety and Insurance Act, the period of absence to be charged against the credit shall be reduced to give effect only to the net salary paid by the Board.

SCHEDULE "B"  
WAGE SCHEDULE

- (a) (i) The following hourly rate is applicable to all permanent or probationary Educational Assistants I classification, and to Temporary Educational Assistants whose assignments are known in advance to exceed twenty (20) days and to Supply Educational Assistants hired on a day-to-day basis but whose temporary assignment exceeds twenty (20) consecutive working days where the rate commences on the twenty-first (21) consecutive day in the same position and continues for the balance of the temporary assignment:

September 1, 2008	\$23.60	(3.0%)
September 1, 2009	\$24.31	(3.0%)
September 1, 2010	\$25.04	(3.0%)
September 1, 2011	\$25.79	(3.0%)

- (ii) The following hourly rate is applicable to all permanent or probationary Educational Assistants II classification,

September 1, 2008	\$32.55	(3.0%)
September 1, 2009	\$33.53	(3.0%)
September 1, 2010	\$34.54	(3.0%)
September 1, 2011	\$35.58	(3.0%)

- (iii) The following hourly rate is applicable to all permanent or probationary Outdoor Education Instructor classification,

September 1, 2008	\$32.55	(3.0%)
September 1, 2009	\$33.53	(3.0%)
September 1, 2010	\$34.54	(3.0%)
September 1, 2011	\$35.58	(3.0%)

- (iv) The following hourly rate is applicable to all permanent or probationary Educational Assistant - Technology classification,

September 1, 2008	\$23.44	(3.0%)
September 1, 2009	\$24.14	(3.0%)
September 1, 2010	\$24.86	(3.0%)
September 1, 2011	\$25.61	(3.0%)

- (b) Supply and/or Temporary Educational Assistants who are employed on an occasional day-to-day basis or whose temporary employment in one (1) position is for twenty (20) consecutive working days or less shall be paid at

September 1, 2008	\$21.26	(3.0%)
September 1, 2009	\$21.90	(3.0%)
September 1, 2010	\$22.56	(3.0%)
September 1, 2011	\$23.24	(3.0%)

SCHEDULE "C"  
JOB EVALUATION

1. General

- 1.01 The CUPE Job Evaluation System (previously adopted by both Parties for Pay Equity) is the system that is to be used by the Parties in evaluating the relative worth of jobs falling within the scope of the bargaining unit. Individual classifications and rates of pay will be in accordance with Schedule B.
- 1.02 The Parties may, by mutual agreement in writing, modify any aspect of the Job Evaluation System in order to bring about improvements in the implementation and maintenance of the system.
- 1.03 All new and revised job descriptions submitted to the Evaluation Committee shall be evaluated by the Committee in accordance with the Job Evaluation System.
- 1.04 Revised job description evaluation requests shall be considered twice each year, approximately **mid-May** and **mid-November**. **Newly-established** jobs shall be evaluated at the time of establishment.

2. Evaluation Committee

- 2.01 There will be an Evaluation Committee composed of six persons: three (3) representatives of the Board of Education, and three (3) appointees from the Union. The Evaluation Committee shall consider all requests for evaluation of job descriptions for new positions created within the bargaining unit and for re-evaluation of revised job descriptions for existing positions.
- 2.02 Each Party will notify the other Party in writing of its appointees to this committee. Each member of the Committee will commit themselves to serve a minimum of three (3) years in the interest of continuity. Training on the Job Evaluation System for the Union appointees will be done at no cost to the Board.

3. Job Re-Evaluation Procedures

- 3.01 An employee who feels that there has been a significant change in the duties or responsibilities of their position to the extent that the revised duties or responsibilities do not conform with the existing job description shall confirm such changes with the Superintendent of Education/Programs. If the changes are confirmed, then the employee shall be asked to complete a revised job description and Job Fact Sheet in collaboration with the Superintendent of Education/Programs. Once the revised job description and Job Fact Sheet have been signed by the employee, the Superintendent of Education/Programs and all other incumbents with the same duties and responsibilities, these documents shall be forwarded to the Manager of Employee Relations/Services, accompanied by a completed Job Re-Evaluation Request Form. Requests for job reevaluations are to be submitted either by May 1st or November 1st each year.

**SCHEDULE "C" - JOB EVALUATION(cont'd)**

**3.02** The Unit Chairperson will be advised in writing of the decision of the Job Evaluation Committee. Salary increases resulting from the re-evaluation shall be made effective the beginning of the pay period following the date that the Manager of Employee Relations/Services received both the revised Job Description and the completed Job Fact Sheet.

**3.03** When a new job classification is established by the Board and evaluated, the resultant rate of pay shall be made effective from the date the incumbent was placed in the position.

**4.** **Arbitration Process**

**4.01** If agreement cannot be reached by the Evaluation Committee, the matter shall be referred to a single Arbitrator, selected from a list of mutually agreed upon arbitrators.

**4.02** The decision of the Arbitrator shall be final and binding on the Parties.

**4.03** The Arbitrator's fees and expenses shall be shared equally by the Parties.

**4.04** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the matter leading to Arbitration.

MEMORANDUM OF UNDERSTANDING  
between  
THE DURHAM DISTRICT SCHOOL BOARD  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 218  
(EDUCATIONAL ASSISTANTS)

**RE: SURPLUS AND REDUNDANCY PROCEDURE**

This Memorandum of Understanding is subject to Article 10.

The parties agree to follow the procedures outlined below to handle declarations of surplus and redundancy and the resulting placement procedures for the term of the collective agreement.

When an Educational Assistant assignment is transferred from one **school/work** site to another, it is understood that the Educational Assistant(s) employed in that assignment will have the option of being transferred to the new **school/work** site or being declared surplus, unless the **position(s)** in the new **school/work** site requires a different classification of Educational Assistant for which the transferring Educational Assistant is not qualified, in which case the Educational Assistant shall be declared surplus in the home **school/work** site.

Where it has been determined that the Educational Assistant complement will be decreased in a **school/work** site, the least senior Educational Assistant(s) in the classification whose assignment is being affected will be declared surplus in the home **school/work** site.

**1) Educational Assistant(s) Declared Surplus in a Home School/Work site:**

An Educational Assistant who is declared surplus in a **school/work** site will be offered an **opportunity** to stay in his or her home **school/work** site with the **same** or **reduced** hours, if available, and prior to that **opportunity** becoming available to any other Educational Assistant in the classification. If the Educational Assistant who is declared surplus in the home **school/work** site declines the **opportunity** to remain in his or her home **school/work** site, or there is no available position in the home **school/work** site at the time of declaration of surplus in the home **school/work** place, he or she shall be declared surplus to the **school/work** site.

Where more than one Educational Assistant in a classification are declared surplus in a **school/work** site at one time, any available **position(s)** within the **school/work** site shall be offered to the Educational Assistants by seniority within the classification. Once all available positions in the school have been offered and accepted, any remaining surplus Educational Assistant will be declared surplus to the **school/work** site.

Placement of an Educational Assistant pursuant to this provision requires that the Educational Assistant meet the minimum qualifications of the available position.

RE: SURPLUS AND REDUNDANCY PROCEDURE (cont'd)

**2) Educational Assistant Declared Surplus to a School/Work Site:**

An Educational Assistant who is declared surplus to a **school/work** site shall be offered (a) the opportunity to transfer to an open position at the same classification and at the same full-time equivalent hours per week as his or her former placement, or (b) transfer to an open position at the same classification with reduced hours per week. Placement pursuant to this provision requires that the Educational Assistant meet the minimum qualifications of the available position, and multiple declarations of Educational Assistants surplus to a **school/work** site shall result in placements being made in order of seniority within the applicable classification.

If a surplus Educational Assistant is not placed pursuant to **1** or **2** above, the Educational Assistant shall be declared redundant.

**3) Educational Assistant Declared Redundant:**

An Educational Assistant who is declared redundant shall be placed on an Educational Assistant bumping list, by classification and seniority within the classification.

Each Educational Assistant on the bumping list, in order of highest seniority, will be offered an opportunity to displace the least senior Educational Assistant in the same classification with the same hours per week. If there is no one with less seniority in the same classification and working the same hours per week, the employee shall have the right to bump the most junior employee in the same classification and in a position for which the redundant employee is qualified and working the closest number of hours below the hours which the employee was previously working. The employee thus displaced shall be entitled to repeat the above procedure in order of highest seniority in the classification. Any employee who chooses to not exercise her or his bumping rights will be laid off.

Bumping pursuant to this provision requires that the Educational Assistant seeking to bump meet the minimum qualifications of the available position.

4) Recall from Lay Off

An employee who has been laid off will be offered placement in order of highest seniority in an available position in his or her classification. If more than one vacancy exists in the classification, the vacancy with the highest number of hours per week will be offered to the most senior employee on lay-off, and so on until all vacancies have been filled. If there are insufficient vacancies within the employee's classification, the employee may be offered a vacant position in the other classification if the employee has the qualifications, and ability to perform the job function.

An Educational Assistant who ends up with less hours per week through any of the above procedures will have his or her name placed on a list to be offered, in order of highest seniority, the first available opening in his or her classification that would give him or her a greater number of hours per week to a maximum of his or her previous permanent hours. Such Educational Assistant will have the option of turning down the first offer from this list, but if a second offer is turned down his or her name will be removed from the list.

Recall pursuant to this provision requires that the Educational Assistant seeking recall meet the minimum qualifications of the available position.

For the Board:

A. Navone  
E. Burtley

For the Union:

Lucia Rose  
Lou-Ann Richards  
K. H. H.  
Ann Krueger  
Betty Sommers  
Don Boyer

Date: FEBRUARY 17, 2009

**LETTER OF INTENT**  
**RE: "WORKFARE"**

This is with regard to the Provincial Government's proposed Ontario Works Programme, and in particular the Community Participation component which is commonly referred to as "workfare".

This is to confirm that the Durham District School Board will not be participating in the workfare proposal, should it result in workfare placements participating in duties that are currently performed by members of this bargaining unit or that have been performed by members of this bargaining unit during a two-year period immediately preceding any proposed workfare placement, or in the displacement or reduction of hours of any current employee in the bargaining unit or of any bargaining unit position.

**LETTER OF INTENT**  
**RE: Benefits Deductions For Summer Months**

Current practice as of **May/June 2006** for payroll deductions of the employee share of group benefits premiums is to take double deductions on the last pay in May and the last pay in June. This covers premiums for the months of June, July, August and September.

Beginning **May 2007**, the deductions will be spread over four pay periods, with deduction of one month's premiums being deducted from each of the first two pays in May and the first two pays in June.



## LETTER OF UNDERSTANDING#1

### Re: Administration of Prescription Medication

The Board agrees to ensure that all employees in schools shall have access to Board Procedure #5140 Administration of Prescription Oral Medication, Procedure #5135 Administration of Prescriptive Medication by Injection, and Procedure #5135.1 Guidelines for Dealing with Anaphylaxis Emergencies.

The principal of a school shall ensure that employees are aware of the usual location(s) for the storage of prescription medications.

## LETTER OF UNDERSTANDING#2

### Re: Use of Volunteers

The parties recognize the positive and substantial support provided by dedicated volunteers. However, in consideration of the employees' concern that the use of volunteers should not take away from, replace or reduce bargaining unit employment, the Board and the Union hereby agree to the following process for monitoring and evaluating the use of volunteers in the context of bargaining unit employment.

First, specific circumstances where concerns are expressed shall be referred to the Labour Management Committee for discussion. If the committee feels it is appropriate, the circumstances may be referred to the Superintendent of Education/Employee Relations for further discussion and review.

Circumstances related to the use of volunteers that are brought to the attention of the Committee and the Superintendent of Education/Employee Relations shall be compiled and made available to both parties on request in advance of the next round of bargaining,

The parties agree that this LETTER OF UNDERSTANDING is not intended to alter existing rights of the parties with regard to grievability of the issue of the use of volunteers.

## LETTER OF UNDERSTANDING# 3

### Re: Surplus Educational Assistants

The Board and the Union agree that issues that arise respecting surplus employees may be discussed at Labour Management, at which time the parties may mutually agree to a resolution other than as set out in the Surplus and Redundancy Procedure. However, where the parties are unable to agree, the Surplus and Redundancy Procedure shall apply.

**LETTER OF UNDERSTANDING #4**  
**Re: Requests For a Change in Work Assignment**

The Board and the Union agree to continue the June, **2001** process for a change in work assignment of permanent Educational Assistants for the term of this Agreement unless the parties mutually agree otherwise.

**LETTER OF UNDERSTANDING #5**  
**Re: Special Training**

The parties agree to continue to meet in Joint Committee, as necessary, to investigate special training needs for Educational Assistants dealing with students with severe behavioural issues.

**LETTER OF UNDERSTANDING #6**  
**Re: Colostomy Bags**

During the **2008-2012** renewal negotiations, the Union raised the issue of including the changing of colostomy bags in the list of prohibited procedures. Since that procedure is not currently being **performed** by bargaining unit members, it was agreed that the issue will be discussed, in the future, if the need arises.

**LETTER OF UNDERSTANDING #7**  
**Re: Definition of OMERS Contributory Earnings**

For the purposes of the PDT Agreement, dated May **27, 2008**, governing the period from September **1, 2008** to August **31, 2012**, the Parties understand and agree that salary increases specified in the PDT Agreement apply to those components of the Collective Agreement that are consistent with the definition of “contributory earnings” as is set out in the **OMERS** Pension Program. The following definition of contributory earnings under the **OMERS** Pension Plan is provided for informational purposes only and is **non-grievable**. contributory earnings must include all regular earnings, as follows:

base wages or salary;

- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with **OMERS** definition of earnings for all members, including active, terminated, retired and disabled members;

Re: Definition of OMERS Contributory Earnings (cont'd)

- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be “kept whole” e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes **unpurchasable** service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member’s pension will begin on the first day of the month following the revised retirement date.

## LETTER OF UNDERSTANDING #8 Benefits and Other Working Conditions

The Parties have noted the **government's** intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional annual enhancement of **\$33 million (0.26% increase in benchmarks)**, effective in **2010-11**, to enhance group benefits and other working conditions for all School Boards in Ontario as locally negotiated for implementation by September 1, **2010**.

Board-by-Board projections of this allocation are provided in the Appendix, "Benefits and Other Working Conditions."

Boards must spend no less than their allocated amount under this **\$33 million** enhancement.

The **CUPE** Local'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.

Each School Board shall share the financial analysis and calculations of this allocation with the **CUPE** local Bargaining Unit.

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.

Upon written request, School Boards shall provide the local **CUPE** Bargaining Unit with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar to, but not limited to, the information provided by School Boards in a public procurement process.

The Share of the Benefit Enhancement monies allocated to the employees of the Durham District School Board is estimated to be **\$1,105,510** and the **CUPE** Local **218** share of this money is estimated to be **\$287,672**.

In accordance with the terms of the Provincial Discussion Table (**PDT**) agreement, for the **2008-2012** collective agreement, the Durham District School Board and **CUPE** Local **218** agree that the additional annual enhancement of benefits effective September 1st **2010** shall first be applied as follows:

Benefits and Conditions (cont'd)

- Increase Vision Care from \$350/24 to \$600/24 at a cost of approximately \$80,400
- Increase Orthotics from \$400/3yrs to \$600/3yrs at a cost of approximately \$42,000
- Increase Hearing Aids from \$500 to \$750 every 36 months at a cost of approximately \$3,300
- Increase Para professional from \$400 to \$500 annually at a cost of approximately \$57,950
- Increase Psychologists coverage from \$1000 to \$1500 per person per year – no cap per visit at a cost of approximately \$8,600
- Increase Major Restorative dental services from \$1300 to \$1700 at a cost of approximately \$22,800
- Increase Orthodontics from \$1300 to \$1500 and \$4100 lifetime maximum at a cost of approximately \$18,250
- Add Ambulance cost transfer from one hospital to another at a cost of approximately \$3,300

When exact funding is confirmed, the parties shall meet and allocate the remaining portion of approximately \$51,072 to the following until the funding is exhausted:

- Acupuncturist, Nutritionist, Homeopath coverage
- Exemption for Orthotics and Braces for children on the 24 month limits due to growth
- C-PAP equipment and supplies for Sleep Apnea
- Six month dental recall examination

## **LETTER OF UNDERSTANDING #9**

### **Transferability of Other PDT Agreements**

The Parties acknowledge the Government's commitment that School Boards and CUPE Bargaining Units will not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the Parties fully complying with the conditions associated with this Agreement.

## LETTER OF UNDERSTANDING #10

### Re: Joint Professional Development Committee

1. CUPE Local **218** and the Board jointly agree to a philosophy which encourages professional development for staff. A professional development committee with the parties as equal participants will be established as per the PDT agreement and meet within thirty (30) days of ratification to review professional development opportunities and make recommendations to the Board for the one time allocation in **2008-2009** subject to the receipt of Ministry funding.
2. The proportionate share of money for the CUPE bargaining units, as provided by the Ministry of Education, will be used to support the professional development of bargaining unit members in **2008-2009 and/or 2009-2010**. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education based upon the CUPE **218 FTE** to the total **FTE** of the Durham District School Board's unionized and **non-unionized** education support workers as reported in the Durham District School Board **2006-2007** financial statements. The Board shall share the financial analysis of this allocation with CUPE Local **218**.

**LETTER OF UNDERSTANDING #11**  
**Staffing Funding Enhancement for 2011-12**

WHEREAS the Government has indicated its intention, conditional upon the approval by the **Lieutenant-Governor-in-Council**, to increase in **2011-12** funding allocations for Educational Assistants;

AND WHEREAS the Government will require that this funding enhancement be used, in **2011-12**, in the manner described below;

Subject to the above, in **2011-12**, this enhanced funding, up to the value of the Board's share, will be applied as follows:

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

The use of incremental hours for Educational Assistants must include scheduled supervision of students, **after-school** homework support **and/or** related student contacts. Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this collective agreement

Principals shall have the flexibility to assign these hours in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Educational Assistants' working conditions.

**LETTER OF UNDERSTANDING #12**  
**Re: Pre-Planned Leave of Absence for Union Business**

With respect to the Article dealing with **Pre-Planned** Leave of Absence for Union Business in each of the Collective Agreements, it is understood by the parties that the position may be replaced on a casual or temporary basis, as appropriate.

SS  
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