

# COLLECTIVE AGREEMENT

Between:

**DURHAM CATHOLIC DISTRICT SCHOOL BOARD**  
(hereinafter called the “Board”)



and

**SECRETARIAL/CLERICAL/TECHNICAL STAFF  
REPRESENTED BY THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 218**  
(hereinafter called the “Union”)



12373 (05)

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

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## **ARTICLE 1 – PURPOSE**

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

## **ARTICLE 2 – RECOGNITION**

2.01 The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees of the Employer engaged as office, clerical and technical employees save and except Supervisors, and persons above the rank of Supervisor, Secretary to the Director of Education, Secretary to the Secretary of the Board, Secretaries to the Superintendents, Senior Administrative Secretaries, Administrative Assistant- Facilities Services, Benefits Assistant, Employee Relations Advisor, Financial Analyst, Health and Safety Officer, Human Resources Analyst, Human Resources Benefits Clerk, Network Analyst, Payroll Analyst, Research Analyst, Regional Human Resources Coordinator, Regional Human Resources Assistant, Staff Development/Recruitment Assistant, Summer Students and Web Architect.

2.02 No employee shall be required or permitted to make a verbal or written agreement with the Employer or a representative which may conflict with the terms of this Collective Agreement.

2.03 In the event the Employer merges or amalgamates with another board in which the Employees therein are represented by another union, the Board shall make all reasonable efforts to ensure that the representation rights and the status quo of CUPE, Local 218, shall be maintained until a final determination is made under the *Ontario Labour Relations Act* as to the proper representation of the combined group.

## **ARTICLE 3 – MANAGEMENT FUNCTION**

3.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain efficiency, order and discipline;

### **ARTICLE 3 – MANAGEMENT FUNCTION**

#### 3.01 (cont'd)

- (b) hire, retire, discharge, direct, classify, establish new positions, transfer, promote, demote, lay-off and suspend or otherwise discipline employees provided that a claim by an employee with seniority that the employee has been the subject of a discriminatory promotion, demotion or transfer, or a claim that the employee has been discharged or disciplined without reasonable cause may be made the subject of a grievance and dealt with as hereinafter provided; and
  
- (c) operate and manage its educational facilities in all respects in accordance with its commitments and responsibilities including the determination of the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the Employer's facilities not otherwise specifically dealt with elsewhere in this Agreement.

3.02 The above functions shall be exercised in a manner consistent with the other provisions of this Agreement.

3.03 The Employer has the right to make and implement reasonable rules and regulations. Any changes in such rules and regulations made by the Employer shall not be in conflict nor inconsistent with the provisions of this Agreement.

### **ARTICLE 4 – UNION RESPONSIBILITY**

4.01 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered in this Agreement and assumes a joint responsibility with the Employer in assuring a fair day's work on the part of its members.

### **ARTICLE 5 – NO DISCRIMINATION**

5.01 No discrimination or harassment or intimidation or coercion will be practiced or permitted by either the Employer or the Union, or any of their officers or representatives, against any employee or any representative of the Employer, by reason of, or arising out of the activities of the Employer, or out of trade union membership or activity, whichever is applicable, or by reason of race, colour, sex, age, creed, ancestry, ethnic origin, marital status, family status, disability, political affiliation or religious affiliation.

## **ARTICLE 6 – CHECK-OFF**

- 6.01 (a) All present members shall remain members and all future employees shall become and remain members of the Union.
- (b) The Employer shall deduct from every employee bi-weekly dues and assessments in accordance with the Union Constitution and By-Laws.
- (c) The T-4 Income Tax slips issued by the Employer shall state the amount of Union dues deducted from each employee.
- 6.02 All sums deducted pursuant to Section 6.01 will be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following that in which deductions were made, together with a list of employees in respect of whom deductions have been made, plus the addresses of any new employees added to the list.
- 6.03 The Union will save the Employer harmless in respect of any deductions or remittances made pursuant to this Article.
- 6.04 The Employer agrees to deduct authorized Credit Union contributions from each pay and have remitted, such deductions to The Oshawa Community Credit Union. The Employer's banking firm shall forward such deductions to the said Credit Union. Any employee withdrawing shall not be allowed to re-enter the program during the life of this Agreement.
- 6.05 Temporary employees hired by the Employer for known periods of one month or more to replace regular employees absent for any reason shall not be subject to the terms of this Agreement except as to the check-off provision as provided for in Section 6.01 (b).

## **ARTICLE 7 – NEW EMPLOYEE ORIENTATION**

- 7.01 The Employer will acquaint new employees with the fact that the Union is the bargaining agent, and that there is a Collective Agreement in effect. The Employer will supply a new employee with a copy of the Collective Agreement at the time of hire and the names of their Union Representatives.

## **ARTICLE 8 – CORRESPONDENCE AND COMMUNICATIONS**

- 8.01 (a) All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Assistant Superintendent – Human Resources and Administrative Services or designate and the Chairperson of the Durham Catholic District School Board Unit of C.U.P.E. with a copy to the Recording Secretary of the Local Union and a copy to the respective Principal/immediate supervisor.
- (b) A copy of the W.S.I.B. accident report which involves lost time and/or serious injury shall be sent to the Chairperson. The respective member shall be sent a copy of the Form 7 that the Board's Health and Safety Representative fills out on behalf of the Board regarding the employee, within five (5) working days of the accident.

### **8.02 Labour Management Committee**

The Employer will endeavour to meet with the bargaining committee of the Union and the President or designate in a Labour Management Committee for the interchange of ideas and information on matters of mutual interest and concern. There will be a minimum of four (4) meetings each school year subject to an agenda being prepared ten (10) days in advance and/or in emergency situations.

The Committee shall be comprised of equal representation wherein the Assistant Superintendent – Human Resources and Administrative Services or designate and the Unit Chair shall function as the Committee Co-Chairs and shall preside over such meetings. The Union will have three (3) representatives who are employed in the Bargaining Unit as well as the President or designate from the Union Executive to sit on the Committee. Management shall also appoint three (3) representatives to the Committee. Additional resource personnel may be invited to committee meetings upon mutual agreement.

A recording secretary shall be appointed from one of the attendees in the meeting to record the minutes of the meeting. The minutes shall be distributed to those in attendance within ten (10) working days of the meeting. The minutes shall be reviewed and accepted at the next meeting.

## **ARTICLE 9 – LIABILITY INSURANCE**

9.01 The Employer shall provide insurance coverage to reimburse employees for all legal costs arising out of the defense of an employee as a result of the performance of duties providing the employee's actions were lawful. The coverage will be in accordance with limitations as outlined in the insurance policy.

## **ARTICLE 10 – UNION REPRESENTATION**

10.01 The Employer acknowledges the right of the Union to elect or otherwise appoint a union committee from among the permanent employees, and will recognize and deal with such committee on any matter properly arising out of this Agreement, provided that not more than three (3) such committee members shall attend at meetings with management representatives. The Local Union President or designate shall be allowed to attend all meetings.

10.02 The Union agrees to supply the Employer with the names of the committee members, and will keep such list up-to-date at all times.

10.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Employer.

10.04 The Union acknowledges that the respective committee members have regular duties as employees to perform and that such persons will not leave their regular duties without first obtaining the permission of the appropriate supervisor or their appointee. It is understood that committee members will not absent themselves from duties unreasonably and that, in accordance with this understanding the Employer will compensate the respective committee members at the regular rate of pay while attending negotiating meetings with management and while processing grievances. However, compensation will not be paid for such time spent outside the committee members' regular working hours.

10.05 A member of the bargaining committee shall be invited by the Employer to be present at any meeting between a representative of the Employer and that employee called for the explicit purpose of announcing discipline or a dismissal.

A copy of any written notice of reprimand and/or discipline issued to an employee shall be provided to the Chairperson and the Recording Secretary of the Local Union.



## **ARTICLE 11 – NO STRIKE OR LOCK-OUT**

11.01 There shall be no strike or lock-out so long as this Agreement continues to operate.

## **ARTICLE 12 – SENIORITY**

12.01 A new employee will be placed on probation for a period of three (3) months during which time the employee will be subject to the terms of this Agreement, except for the right to grieve discharge in the three (3) months' probationary period. The probationary period may be extended by mutual agreement if the Employer notifies the Union of the intended extension before the end of the original probationary period.

12.02 Temporary employees who are successful in obtaining regular positions without a break in service shall have their unbroken service as temporary employees credited to them as seniority retroactive to their last date of hire as temporary employees. This will apply except that temporary employees working less than a thirty-five (35) hour week shall have their seniority accumulation pro-rated on the basis of thirty-five (35) hours of work equal to one week of total service and seniority with the Employer.

**Note:** Broken service is normally a period for which the employer does not pay wages and for which the employee is absent from work (absence from work may result from the Board being closed or the employee not being available for work).

New employees shall be required to complete one year of service in the position for which they were originally hired before being eligible to post to other positions with the Employer.

12.03 All employees covered by this Agreement shall, as of the effective date of this Agreement, have their seniority date established as of their last date of hire with the Employer or any employer amalgamated with the Durham Catholic District School Board.

12.04 Future seniority will then be accumulated by calendar service, with the exception that employees working less than full-time shall have their seniority accumulation pro-rated accordingly.

**ARTICLE 12 – SENIORITY** (cont'd)

12.05 The Employer will maintain a seniority list showing the date upon which each employee's service commenced, as adjusted by Article 12.02 and 12.04.

Any employee may request information from the Employer relative to the employee's own seniority. A copy of the seniority list shall be supplied to each employee on or about January 31<sup>st</sup> of each year.

12.06 An employee will lose seniority in the event that:

- (a) the employee resigns or retires;
- (b) the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) following lay-off, is notified by registered mail to the last address on the Employer's records to return to work and fails to notify the Employer within two (2) working days of such notification that the employee intends to return to work, or fails to return to work within five (5) working days of notification;
- (d) the employee is absent from work for a period of three (3) working days without notification to the Board, or without sufficient cause; and
- (e) the employee is laid off continuously for a period of more than twenty-four (24) months.

12.07 Subject to the provisions of Section 12.06, an employee who is absent from work by reason of sickness, accident, lay-off or authorized leave of absence shall not lose seniority.

12.08 The selection or appointment of employees for supervisory positions, or for any position outside the Bargaining Unit, is not governed by this Agreement, but if any employee is or has been so transferred back to a position within the Bargaining Unit, then service inside the Bargaining Unit plus a maximum of two (2) year's service outside the Bargaining Unit shall count towards seniority for the purpose of this Agreement.

12.09 A part-time employee transferred to a full-time position will be credited with seniority in an amount proportionate to the actual working time completed to the employee's credit as of the date of transfer.

## **ARTICLE 12 – SENIORITY** (cont'd)

- 12.10 It is understood that employees working the shorter work year do not have the right to bump twelve (12) month employees in relation to the summer lay-off.
- 12.11 The parties agree that all accommodation opportunities shall be exhausted within the respective CUPE Bargaining Unit prior to investigating opportunities in other CUPE Bargaining Units. An employee transferring from one CUPE Bargaining Unit under “Duty to Accommodate” shall begin to accumulate seniority from the date of transfer into the new Unit for job posting and promotion purposes. Board seniority shall continue for purposes of vacations, lay-offs, recalls and employee benefits. The Board shall work directly with the Chairpersons to ensure the transitions are done effectively and fairly with minimum disruptions. The Union and Bargaining Unit employee will work cooperatively with the Board, including considering all reasonable options, to satisfy the parties’ joint duty to accommodate obligations.

## **ARTICLE 13 – LAY-OFFS AND RECALLS**

- 13.01 Lay-offs and recalls will be based on the skills, abilities and qualifications of the employees in relation to the available work, and as among several employees in whom such qualifications are relatively equal, seniority will be the governing factor. Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off.
- 13.02 Employees shall be recalled in the order of their seniority subject to the provisions of 13.01.
- 13.03 No new employees shall be hired until all employees with seniority have been given an opportunity of recall.
- 13.04 (a) A permanent employee who is subject to lay-off may bump a less senior employee from an equivalent or lower classification for which they possess the minimum requirements and ability to perform the job.

Employees so bumped shall follow the bumping procedure as outlined above. Employees must initiate the bumping procedure no later than five (5) working days after the employees have received written notification of lay-off.

## **ARTICLE 13 – LAY-OFFS AND RECALLS** (cont'd)

### 13.04(a) (cont'd)

Employees who bump laterally or to a lower Band level will be paid at the step in the new position which is closest to their then current pay. This may be equivalent or lower. They will not receive a salary which is greater than the maximum of the lower level jobs.

(b) In the event of a reduction of hours occurring in a school with more than one (1) secretary, the secretary with the least school seniority in that school will be affected in that Band, unless the secretary with more seniority in that particular school can mutually agree with the other secretary to move.

**Note:** Also see 14.01.

13.05 Grievances concerning lay-offs shall be initiated at Step 3 of the Grievance Procedure.

13.06 The Employer agrees to continue to pay the percentages of premiums for the benefit plans as outlined in Article 27 for employees laid off for periods of six (6) months or less.

In the event of a longer lay-off, employees so affected shall have the right to continue those coverages through direct payment to the Employer subject to limitations laid down by the carrier of the plan.

## **ARTICLE 14 – PROMOTIONS AND JOB POSTINGS**

14.01 (a) When new jobs are created or where a vacancy exists, the Employer shall post such positions for a period of five (5) working days and shall state the nature of the position, normal requirements of the job, required knowledge and education, skill, ability, location and salary Band. A copy of the posting shall be immediately forwarded to the Union. Employees will be allowed one successful job posting within the same Band in a twelve (12) month period. The duration of the twelve (12) month period shall begin as of the date when the employee is advised of the appointment unless the start date is identified as a specific date in which case the twelve (12) month period will start as of the date identified on the posting.

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

## **ARTICLE 14 – PROMOTIONS AND JOB POSTINGS** (cont'd)

### 14.01(a) (cont'd)

If an employee is presently working at two (2) half-time positions and a full-time posting becomes available, this employee will be allowed to post to this position although the employee has not completed the full twelve (12) month period.

Appointments- Promotions of a permanent nature will be based on the abilities and qualifications of an employee to satisfactorily perform the normal requirements of the position. As among employees whose abilities, qualifications and performance are relatively equal, seniority shall govern.

When enrolment statistics are completed at the end of September of the current year, employees with a reduction of hours shall be allowed to choose from schools with increased enrolments within the same job classification at which time the remainder surplus hours shall be posted. In this event, the employee with the most seniority affected by a reduction shall have first choice choosing from schools with increased enrolments. In the event that there are no surplus hours available the employee will be subject to layoff in accordance with Article 13 of this Agreement.

An employee who is currently employed with the Employer and paid at the Band 8 level and is placed in two (2) 0.5 elementary school secretarial positions as a result of declining enrolments, shall be compensated at the Band 8 level.

In the event that no employee is considered suitable, the employer will be free to fill the promotional vacancy from whatever source it chooses.

A successful applicant will be given up to a three (3) month trial period. If the employee fails to qualify during this period, the employee shall be transferred back to the employee's original job Band. If such a transfer causes a less senior employee to become surplus, such an employee shall then be laid off. The position left open by such a transfer back shall be subject to the posting procedure.

If the applicant feels unable to continue in the position, during the three month probationary period, a letter of permission shall be given to allow the employee to apply to posted positions. If the employee is successful in posting to another position, the employee must remain in the new position for the twelve (12) month period.

## **ARTICLE 14 – PROMOTIONS AND JOB POSTINGS** (cont'd)

### 14.01 (cont'd)

- (b) Employees shall be required to complete twelve (12) months of service in the position for which they were transferred or promoted to before being eligible to post to other positions with the Employer.

New employees shall be required to complete twelve (12) months of service in the position for which they were originally hired before being eligible to post to other positions with the Employer.

14.02 Any employee who has given good and faithful service to the Employer and who has become unable to do the customary work due to sickness or injury will be given consideration for any work available within the employee's capabilities.

14.03 The Union shall be notified of all hirings, lay-offs, permanent transfers, promotions and terminations of employment.

14.04 The Employer agrees to post courtesy job postings for newly-created permanent positions which are not covered by this Agreement prior to advertising outside the Employer. The Union agrees that the selection of the successful applicant shall be at the sole discretion of the Employer and is not subject to this Agreement or to arbitration.

14.05 (a) All newly appointed employees will start at the minimum salary of the band to which they are assigned or at such greater rate as the Employer may decide is commensurate with the employee's ability and experience.

- (b) An employee promoted from one band to another shall be placed in the new band which represents an increase of a minimum of \$0.60 per hour or an amount not to exceed the Year 3 rate of the job class. In no event shall an employee receive a reduction of pay as a result of a promotion.

Employees transferring to positions in a lower band shall not be paid at pay rates exceeding the Year 2 level unless the employee has demonstrated previous successful working experience relative to the job description of the new posting.

## **ARTICLE 14 – PROMOTIONS AND JOB POSTINGS** (cont'd)

### 14.05(b) (cont'd)

Employees transferring laterally in the same band shall not be paid at pay rates exceeding the Year 2 level.

(The only exceptions being when an employee who has previously performed this responsibility with the Employer and/or when a 1.0 elementary school secretary changes to 0.5 in an elementary school.)

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

### 15.01 **Regular Employee Grievance**

In the event that an employee has a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Employer, it shall be heard in the following manner:

#### **Informal Step**

Before being considered a grievance, the employee shall first attempt to resolve the dispute verbally with the immediate Supervisor/respective Principal. In this discussion, the employee may be accompanied by a Union representative. Failing a resolution, the matter may become the subject of a grievance and be dealt with as follows:

#### **Step 1**

If the Committee considers the grievance justified, a grievance shall be completed on a standard form supplied by the Union, and submit the grievance to the Human Resources and Administrative Services Department with a copy to the immediate Supervisor/respective Principal no later than ten (10) working days of the incident or occurrence of the grievance.

The employee(s) concerned, with a member of the Union Committee, shall take the matter up within ten (10) working days, or such time as is mutually agreeable between the Employer and the Union, with the Human Resources and Administrative Services Department. The Employer shall respond in writing within ten (10) working days.

## **ARTICLE 15 – GRIEVANCE PROCEDURE** (cont'd)

### 15.01 (cont'd)

#### **Step 2**

In the event the grievance remains unsettled to the satisfaction of the employee, the matter will be referred to the Assistant Superintendent – Human Resources and Administrative Services within ten (10) working days from the response at Step 1 and a meeting shall be convened within ten (10) working days or such time as is mutually agreeable between the Employer and the Union, at which time the grievance will be discussed. The Assistant Superintendent – Human Resources and Administrative Services will then render the Employer's decision in writing within ten (10) working days of the date of such meeting.

#### **Step 3**

If no settlement can be reached and the grievor wishes to continue the grievance, the grievor and/or representatives of the Union on the grievor's behalf, shall request a meeting with the Director of Education within ten (10) working days after receipt of the Assistant Superintendent – Human Resources and Administrative Services' reply. The Director of Education shall convene, within ten (10) working days of receipt of the request or such time as is mutually agreeable between the Employer and the Union to review the grievance. The written decision of the Director of Education shall be given within fifteen (15) working days following the convening of the meeting.

### 15.02 **Policy Grievance**

Either party may initiate a grievance arising out of any difference between them as to the interpretation, application, administration or alleged violation of this Agreement. Step 1 of the grievance procedure shall be eliminated in such policy grievances and the processing of the grievance(s) will commence with a meeting between the Assistant Superintendent – Human Resources and Administrative Services and the Union Committee to be held within ten (10) working days of receipt by the non-grieving party of the written statement of the grievance.



## **ARTICLE 15 – GRIEVANCE PROCEDURE** (cont'd)

### **15.03 Discharge Grievance**

A claim by an employee with seniority that the employee has been discharged without reasonable cause shall be treated as a grievance if a written statement of the grievance, signed by the employee and a committee person, is lodged with the Employer within five (5) working days after the employee ceases to work. Step 1 of the grievance procedure shall be eliminated in such discharge grievances and the processing of the grievance will commence at Step 2.

15.04 The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees or the President of the Local Union when processing any grievance.

15.05 A record of an employee shall not be used against the employee at any time after twenty-four (24) months in which an employee has actively been working following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

15.06 The time limits in this Article may be extended by mutual agreement between the parties.

## **ARTICLE 16 – ARBITRATION**

16.01 If a grievance remains unsettled following the appropriate procedure set forth in Article 15, it may be submitted to arbitration, provided that the party seeking arbitration notifies the other party in writing to that effect not more than ten (10) working days after the date of the rendering of the final decisions under Article 15.

A Board of Arbitration shall be established in the manner provided in the *Ontario Labour Relations Act* as amended from time to time. A single arbitrator may be mutually agreed upon by the parties.

16.02 Each party shall bear the expenses of its representatives, witnesses, and the preparation and presentation of its own case. Each party shall be responsible for the expenses of its own nominee to the Arbitration Board. The expenses of the Chairperson or single arbitrator shall be shared equally by the parties.

## **ARTICLE 16 – ARBITRATION** (cont'd)

- 16.03 The Arbitration Board or single arbitrator shall have no power to alter or amend any of the provisions of this Agreement, or to substitute any new provisions for existing provisions, or to give any decision inconsistent with the provisions of this Agreement.
- 16.04 In cases involving discharge, the Arbitration Board or single arbitrator may confirm the action of the Employer, or may reinstate the employee with full or partial compensation for time lost, or may render such other decision or provide such other remedy as it may in its discretion consider just and equitable.

## **ARTICLE 17 – FIRST-AID KITS**

- 17.01 First-aid kits shall be supplied and maintained by the Employer and kept in places that are easily accessible to all the employees.

## **ARTICLE 18 – WAGES**

- 18.01 Wage rates set forth in Schedule “A” are hereby declared to form part of this Agreement.
- 18.02 Employees will be paid every two (2) week period via direct deposit in accordance with Article 18.03 of this Agreement as per the normal payroll processing periods.
- 18.03 The Employer will have its banking firm deposit the pay of each employee in an account designated by the employee. On or before each scheduled pay day, every employee shall receive an itemized statement of deductions. The statements will be addressed individually and in envelopes where an employee requests.

During the life of the Collective Agreement, the Board intends on moving towards implementing transmission of pay statements electronically sent to the employee's secure Board email account at which time statements/cheques will no longer be issued. The Board will provide four (4) weeks notice to employees prior to implementation.

- 18.04 In the event that a new position is created within the Bargaining Unit, the wage rate to be applied thereto shall be discussed with the Union and the position shall be subject to an evaluation after completion of one (1) year of service. As a result of the evaluation, this position shall not be re-posted.

## **ARTICLE 18 – WAGES**

18.05 Where an Assistant Secretary replaces an Elementary Secretary during an absence other than on a leave for vacation shall be paid at Band 8, Year 1 effective the fifth (5<sup>th</sup>) consecutive working day (excluding statutory holidays) as the replacement. In this event, the payment shall be made retroactive to the first (1<sup>st</sup>) day as the replacement.

A person employed at the Catholic Education Centre replacing another employee employed at the Catholic Education Centre, other than on a leave for vacation, in a higher pay band shall be paid at the higher pay band at a level which represents a wage increase of a minimum of \$0.60 per hour in the Band for whom they are replacing or an amount not to exceed the Year 3 rate of the job class. This will take place effective the fifth (5<sup>th</sup>) consecutive working day (excluding statutory holidays) as the replacement. In this event, the payment shall be made retroactive to the first (1<sup>st</sup>) day as the replacement.

A permanent employee who replaces another employee in a higher paid classification in a secondary school shall be paid at the respective pay band at a level which represents a wage increase of a minimum of \$0.60 per hour effective the fifth (5<sup>th</sup>) day as the replacement. In this event, the payment shall be made retroactive to the first (1<sup>st</sup>) day as the replacement. It is understood that the Principal shall assign the replacement employee.

18.06 Where a Catholic Education Centre employee's supervisor is absent, except in the case of leaves for vacation, the employee called in to replace them shall receive the higher wage effective the fifth (5<sup>th</sup>) consecutive working day (excluding statutory holidays) of the replacement. In this event, the payment shall be made retroactive to the first (1<sup>st</sup>) day as the replacement.

Where the Payroll Clerk is called in to replace the Payroll Administrator, during their absence, except in the case of leaves for vacation, the Payroll Clerk shall receive the higher wage effective the fifth (5<sup>th</sup>) consecutive working day (excluding statutory holidays) of the replacement. In this event, the payment shall be made retroactive to the first (1<sup>st</sup>) day as the replacement.

## **ARTICLE 19 – HOURS OF WORK AND OVERTIME**

- 19.01 (a) The regular work week for regular full-time employees shall consist of five (5) working days of seven (7) hours each, Monday to Friday, to be scheduled between 7:30 a.m. and 5:00 p.m., with a one (1) hour unpaid lunch. Any exceptions to the above shall be mutually agreed to by the Employer and the Union.

Subject to the needs of the Catholic Education Centre, the Switchboard/Receptionist hours may be scheduled between 6:30 a.m. and 5:30 p.m., Monday to Friday, with a one (1) hour unpaid lunch.

In the Information Technology Services Department, the regular hours of work may be scheduled, where mutually agreeable, between the hours of 7:30 a.m. and 5:30 p.m., Monday to Friday. The Computer Technician, Network Technician and Computer Application Support Technician employees shall be employed on a regular eight (8) hour per day basis, Monday to Friday, with a one (1) hour unpaid lunch period. The eight (8) hour schedule shall not be spread over a period longer than nine (9) hours. Article 19.01(e) of the Collective Agreement referring to overtime eligibility, shall only apply to those in excess of eight (8) hours per day.

With the exception of the Supply Dispatch Clerk, hours are 6:30 a.m. to 10:00 a.m. Monday to Friday, 5:30 p.m. to 9:00 p.m. Sunday to Thursday and the Resource Centre Clerk, hours are 3:30 p.m. to 7:30 p.m. on Mondays, 3:00 p.m. to 7:30 p.m. Tuesday to Thursday, full-time employees shall be entitled to a seven (7) hour work day schedule. No seven (7) hour work day schedule shall be spread over a period longer than eight (8) hours, with a one (1) hour unpaid lunch period.

- (b) The work year for personnel employed in the Catholic Education Centre and secondary schools shall consist of twelve (12) calendar months, January to and including December. The work year for personnel employed in elementary schools shall consist of the school year plus one (1) additional week following the finish of the school year, ending on a Friday, and two (2) weeks prior to the start of the school year.

## **ARTICLE 19 – HOURS OF WORK AND OVERTIME** (cont'd)

### 19.01 (cont'd)

- (c) Employees in the Catholic Education Centre shall be allowed to select the option of working the shorter work year. Only fifty percent (50%) of the employees in a department shall be allowed, where possible, to work the shorter work year in any one (1) year.

Any exceptions to the above shall be mutually agreed to by the Union and the Employer.

- (d) Employees in elementary and secondary schools as of September 25, 1990, with the exception of the High School Senior Secretary, will have one of the following options to select as the work year.

Option 1 - Remain employed for twelve (12) calendar months, January to and including December.

Option 2 - Be employed for the school year plus one additional week following the finish of the school year, ending on a Friday and two (2) weeks prior to the start of the school year.

The option selected by current employees will remain with that employee as long as they are a member of this Bargaining Unit.

Current employees who choose the twelve (12) month option may by December 31st of any year change to the ten (10) month three (3) week option. However, changes from option 2 will only be granted by the Director of Education for extenuating circumstances.

New employees for elementary schools will be employed for a work year consisting of the school year plus one (1) additional week following the finish of the school year, ending on a Friday and two (2) weeks prior to the start of the school year.

Employees employed in the Catholic Education Centre as of September 25, 1990 who post to positions in elementary schools shall be allowed to select Option 1 or Option 2. Those who post to positions in secondary schools shall remain employed for twelve (12) calendar months, January to and including December.

## **ARTICLE 19 – HOURS OF WORK AND OVERTIME** (cont'd)

### 19.01(d) (cont'd)

Employees working the shorter work year (option 2) will be allowed not more than twenty-two (22) days Sick Leave credit per year on the basis of two (2) days for every complete month of active service (one day will be granted for each partial month - July and August).

- (e) Employees shall be paid at the rate of time and one half for all authorized work performed in excess of seven (7) hours per day and for all authorized work performed on Saturday, and at the rate of double time for all authorized work performed on Sunday.

An employee required to work overtime may elect to take time off in lieu of overtime pay at a time mutually acceptable to the Employer and the employee. The employee shall be compensated for overtime hours by receiving one and one-half hours of paid time off work for each hour of overtime worked. In the event that no mutual agreement can be reached, the Employer shall have the final decision. Any overtime shall require the prior approval of the immediate Supervisor/Principal and the Assistant Superintendent – Human Resources and Administrative Services.

- (f) Overtime and extra time in any school or office will be divided equitably among those employed in that school or office.
- (g) An employee shall be paid a shift premium of sixty-two (62) cents per hour when assigned to work the afternoon shift for those hours worked beyond 4:30 p.m. only. The shift premium shall increase to sixty-four (64) cents effective September 1, 2009; sixty-six (66) cents effective September 1, 2010; and sixty-eight cents (68) effective September 1, 2011.
- (h) All twelve (12) month full-time employees shall be paid for a thirty-five (35) hour week and will be required to work a thirty-six (36) hour and fifteen (15) minute work week. In lieu of payment for the additional fifteen (15) minutes per day, employees will:
  - (i) accumulate time to allow Fridays off during the summer months. Twelve (12) month employees will not be required to work Fridays during the months of July and August, with the exception of the first week following school closure and two (2) weeks prior to school opening.

## **ARTICLE 19 – HOURS OF WORK AND OVERTIME** (cont'd)

### 19.01(h) (cont'd)

- (ii) no longer be required to provide make up time during the Christmas period to have consecutive days off, that are not covered by statutory holidays or holidays as determined by the Collective Agreement, between the day before Christmas and New Years Day.

All twelve (12) month employees working less than full- time hours will have the fifteen (15) minutes per day to work prorated accordingly. All twelve (12) month full-time employees working more than thirty-five (35) hours per week will have the fifteen (15) minutes prorated accordingly.

Employees will not be required to work any additional time to make up for the fifteen (15) minutes per day as a result of sick days off or time off during vacation.

It is understood that any employee commencing employment or transferring to a twelve (12) month full-time position shall not be required to work any additional time over and above the extra fifteen (15) minutes per day in order to enjoy the benefits of Fridays off during the summer and time off consecutively at Christmas (as outlined in (i) and (ii) above) without additional make up time, nor shall any reimbursement or time off be given because of the date on which the twelve month position began.

Similarly, any employee who resigns, leaves employment with the Board for any reason, or leaves a twelve (12) month position to accept a shorter work week position, shall not be given any reimbursement or time off because of the requirement of the extra fifteen (15) minutes work per day.

The hours in the Catholic Education Centre will be changed to 8:15 a.m. to 4:30 p.m., Monday to Friday inclusive for employees previously required to work 8:30 a.m. to 4:30 p.m. Hours of work will be similarly adjusted increasing the work hours with the additional fifteen (15) minutes (seven and one-quarter hours or eight and one-quarter hours as applicable) shall fall between the time of 7:30 a.m. and 5:00 p.m. for all other twelve (12) month employees with the exceptions mutually agreed to by the Employer and the Union.

## **ARTICLE 19 – HOURS OF WORK AND OVERTIME** (cont'd)

### 19.01(h) (cont'd)

The eight and one-quarter hours as applicable refers to employees working eight hours per day. This includes the positions of Service Dispatch, Computer Technician, School Network Technician, Network Technician and Computer Application Support Technician.

Employees working the shorter work year (10 months, 3 weeks) are not covered by the above working arrangement and shall be required to take a vacation day(s) or a leave of absence without pay in order to have consecutive days off that are not covered by statutory holidays or holidays as determined by the Collective Agreement, between the day before Christmas and New Year's Day. The Employer reserves the right to discontinue the summer work schedule described at any time.

- (i) Part-time employees shall work hours as scheduled by the Employer and shall receive overtime for all hours worked in excess of the regular day or week described in this Article.
- (j) Part-time employees shall be allowed to make application for additional temporary hours in other schools, and the Employer, where possible, will allow part-time employees to work additional hours. The additional hours, where granted, will not change the employee's status as a part-time employee.
- (k) Employees required to attend Board Meetings during the evening time shall be paid in accordance with the overtime rate of pay for all hours worked beyond the normal time.

19.02 The Employer will grant a fifteen (15) minute rest period during the a.m. working session and a like period during the p.m. working session.

## **ARTICLE 20 – VEHICLE ALLOWANCE**

20.01 Employees who are requested to drive and operate Board-owned vehicles within the scope of the job duties are required to maintain a valid Ontario driver's license.



## **ARTICLE 20 – VEHICLE ALLOWANCE**

20:01 (cont'd)

Employees who are requested to drive and operate their own vehicles within the scope of the job duties are required to maintain a valid Ontario driver's license and insurance and shall be reimbursed according to the rate as set by the Employer and consistent with Board policy.

The Computer Technicians, Computer Application Support, ITS Communications Administrator, Computer Application Support Technician, Assistive Technologist, School Network Technician and Network Technician shall receive a flat monthly vehicle allowance of \$150 plus the rate per kilometre as established by the Employer.

The monthly vehicle allowance shall be annualized and employees shall receive one (1) twenty-sixth (26) of the annual amount each pay.

## **ARTICLE 21 – VACATIONS**

21.01 For vacation entitlement purposes, the vacation year is designated from January 1<sup>st</sup> to December 31<sup>st</sup>.

Employees shall be allowed vacation in accordance with the following:

<b>Years of Service Completed</b>	<b>Vacation Entitlement</b>
Less than one (1) year by December 31 <sup>st</sup>	One (1) day per month of service, maximum ten (10) days, in any case, shall not receive less than that provided under <i>The Employment Standards Act</i> in their first year of service.
Three (3) years	Fifteen (15) days
Eight (8) years	Twenty (20) days
Seventeen (17) years	Twenty-five (25) days
Twenty-five (25) years	Thirty (30) days

Vacations are normally approved in blocks of one (1) or more weeks during July, August, Christmas Break and Mid-Winter Break. The employee may request vacation in single days with a minimum of one (1) weeks notification. Requests for separate days shall be given reasonable consideration on an individual basis subject to the condition that the workplace shall not be unduly affected by the approval of the vacation time.

## **ARTICLE 21 – VACATIONS** (cont'd)

21.02 A school secretary entitled to three (3) weeks vacation may, by mutual agreement, take one (1) week vacation at a time other than July, August, Christmas Break, Mid-term Winter Break, and no more than two (2) such employees shall take vacation at the same time.

A school secretary entitled to five (5) weeks vacation shall, by mutual agreement, take up to two (2) week vacation at a time other than July, August, Christmas Break, Mid-term Winter Break and a replacement shall be provided where required in accordance with the following:

- (a) there will be a maximum of twenty (20) approved replacement days in total allocated for the bargaining unit for each vacation year (in the event that the maximum of twenty (20) days are unused in a vacation year, they will not be carried forward to next vacation year).
- (b) requests shall be granted on a first-come, first-serve basis as of January 2<sup>nd</sup> of the vacation calendar year;
- (c) in the event that requests received on January 2<sup>nd</sup> of the vacation year exceeds the maximum of twenty (20) days allocated for the bargaining unit, seniority shall be the determining factor in allocating the twenty (20) days;
- (d) in the event that the twenty (20) days allocated for the bargaining unit are not all requested on January 2<sup>nd</sup>, any remaining replacement days will continue to be allocated on a first-come, first-serve basis and seniority shall be the “tie-breaker” in the event that more than one request is received on a given date; and
- (e) in order to allow other employees a similar opportunity, employees granted such time off will not be eligible to apply on a continuous basis; however, in the event there are no requests from other employees, their applications will be considered.

Employees working in the Catholic Education Centre, the Facilities Services Building, the Student Services Department and the Adult and Continuing Education Department may be entitled to take vacation at any time during the year, upon the approval of the Supervisor.

**ARTICLE 21 – VACATIONS** (cont'd)

- 21.03 Should a holiday fall during an employee's vacation period, the employee shall be entitled, in lieu of such holiday, to an extra day's vacation with pay.
- 21.04 In accordance with the following chart, employees leaving the service of the Employer, prior to completion of the vacation year, shall receive the appropriate percentage of regular earnings, to the date of termination.

Vacation Entitlement	Percentage of Earnings
2 weeks	4 %
3 weeks	6 %
4 weeks	8 %
5 weeks	10 %
6 weeks	12 %

- 21.05 Employees shall be entitled to vacation pay in advance of going on vacation provided the vacation has prior approval and they have notified the Employer of their request three (3) weeks prior to the commencement of their vacation.
- 21.06 Permanent employees working less than a full-time regular work week shall have their vacation pay pro-rated accordingly.

Employees transferring from a permanent position of less than full-time regular work week to full-time will have their service at less than thirty-five (35) hours per week pro-rated accordingly for future full-time vacation entitlement.

- 21.07 (a) For elementary school employees working the ten (10) month and three (3) week work year, the Employer, through the Director of Education, shall grant these employees time off for vacation purposes during Christmas and/or March Break.
- (b) For secondary school employees working the ten (10) month and three (3) week work year, the Employer, through the Director of Education, may grant these employees time off for vacation purposes during the Christmas Break subject to the condition that the workplace shall not be unduly affected by the granting of such leave and shall grant these employees time off for vacation purposes during the March Break.

## **ARTICLE 21 – VACATIONS** (cont'd)

- 21.08 Vacations shall be taken in the calendar year for which they are due. An employee shall only be allowed to carry up to five (5) days of vacation into the next calendar year.
- 21.09 All employees may, whenever conveniently possible, be granted a vacation period preferred by the employee or at such time as may be mutually agreed on between the Employer and the employee. In the event that no mutual agreement can be reached, the Employer shall have the final decision. In the event of a conflict in vacation dates between two (2) employees, the employee with the greater seniority shall have the preference.

## **ARTICLE 22 – HOLIDAYS**

- 22.01 The following shall be considered holidays for the purpose of this Agreement:

New Year's Day  
Family Day (if it continues to be proclaimed by the Provincial Government)  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Heritage Day (if declared a National Holiday)

Last working day preceding Christmas Day, last working day preceding New Year's Day and one additional day (in lieu of Remembrance Day) between Christmas Day and New Year's Day to be determined by the Employer upon mutual consultation prior to May 1st of each year.

- 22.02 An employee shall suffer no loss of pay in respect of any holiday on which the employee is not required to work, provided that the employee shall have worked the last scheduled working day immediately preceding and the next scheduled working day immediately following the holiday. This shall not apply if the employee's absence on either or both days is by reason of illness or injury as supported by a medical certificate as provided under Article 25, or an

## **ARTICLE 22 – HOLIDAYS**

22:01 (cont'd)

authorized leave of absence that commenced not earlier than the fifth day immediately preceding the holiday.

22.03 An employee required to work on a statutory holiday will be entitled to be paid the equivalent of a day's pay at the rate of double time over and above regular pay.

22.04 When any of the above holidays fall on a Saturday or Sunday, the Employer will substitute another day as the holiday for the purposes of this Agreement.

Twelve (12) month employees shall be allowed to request a day of vacation or request a leave of absence without pay on a Monday or Friday, should Canada Day fall on a Tuesday or Thursday. Approval shall be subject to the condition that the workplace shall not be unduly affected by granting such time.

## **ARTICLE 23 – LEAVE OF ABSENCE**

23.01 The Employer may grant a leave of absence, with or without pay, to an employee required to be absent for personal reasons subject to the condition that the workplace shall not be unduly affected by the granting of such leave.

23.02 Leave of absence without pay shall be granted to duly elected delegates not exceeding four (4) in number from the Bargaining Committee of Local 218 for attendance at Union Conventions and Union Business meetings. Such leave shall not exceed a total of sixty (60) person days in any one (1) calendar year for the Bargaining Committee. The Employer will consider additional days upon request and justification. Leave for the Vice President is not part of the allotted days under this Article.

Requests for leaves of absence for bargaining committee members shall be sent to the Assistant Superintendent – Human Resources and Administrative Services or designate for approval, with a copy for the immediate Supervisor/respective Principal.

23.03 (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay and without loss of benefits or seniority, so that the employee may be a candidate in federal, provincial or municipal elections.

**ARTICLE 23 – LEAVE OF ABSENCE** (cont'd)

23:03 (cont'd)

- (b) An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the original term of office. This may be extended to a further term, at the discretion of the Employer.
- (c) An employee who is elected or selected for a full-time position with the Union or any body with whom the Union has affiliations shall be granted a leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leaves shall be renewed once only upon request for a period of up to two (2) years. No more than two (2) employees will be granted a leave in any one year.
- (d) An employee who elects to return to an educational institution on a full-time basis to upgrade the employee's education shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. No more than two (2) employees will be granted a leave in any one (1) year.
- (e) All applications for leave of absence shall be made in written form, and if granted, shall be granted in written form.
- (f) The Chairperson of the Committee shall be allowed two (2) days off per month without pay to attend to Union business, subject to the condition that the workplace is not unduly affected by the absence and proper written notice is given.

This time is not part of the allotted days under 23.02. At the Board's discretion, a replacement employee shall be provided.

23.04 The Employer shall grant leaves of absence for personal reasons without pay during the Christmas and/or Winter Break. Employees in secondary schools shall only be granted the leave of absence subject to the condition that the workplace shall not be unduly affected by the granting of such leave. In this event employees shall be given the leave on a rotating basis and only 50% of the employees shall be absent on leave at the same time.

## **ARTICLE 23 – LEAVE OF ABSENCE** (cont'd)

### **23.05 Bereavement/Compassionate Leave**

Upon the death of a relative, an employee shall be granted a compassionate leave of up to five (5) working days, depending upon the time of bereavement in relation to the normal time off and the degree of relationship of the deceased, without loss of pay.

Upon the written notification to the Assistant Superintendent – Human Resources and Administrative Services, the following bereavement leaves will be approved.

- (a) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of five (5) working days for the purpose of attending or arranging a funeral in the immediate family. The immediate family shall be defined as the spouse, parent, child, brother, sister, guardian or a person who stands in local parentis.
- (b) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of three (3) working days for the purpose of attending or arranging a funeral for the father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, or grandchild.
- (c) An employee shall be entitled to a leave of absence of a full or partial day with pay and no deduction of sick leave credits for the purpose of attending the funeral of a relative other than those mentioned above. Subject to the Supervisor/Principal's approval an employee may be entitled to a similar leave of absence for a close personal friend with whom the employee has had a long-term personal relationship.

A further two (2) days for traveling with or without pay may be allowed at the discretion of the Director.

In the event that bereavement/illness occurs during an employee's vacation period, the employee shall be granted equivalent eligible days off at the time mutually agreed to by the employee and the Board. Time off for illness shall be supported by a medical certificate as provided under Article 25. Time off for bereavement must be supported by a copy of the death notice. These days must be taken within one (1) calendar year.

## **ARTICLE 23 – LEAVE OF ABSENCE** (cont'd)

### 23.06 **Jury Duty**

The Employer shall make up the difference, if any, between jury pay and the employee's regular pay for any time during which an employee is required to perform jury service, or subpoenaed by the Crown as a witness.

### 23.07 **Pregnancy/Parental Leave**

The intent of this section shall conform with the *Employment Standards Act* as amended from time to time.

The Employer, if requested, shall grant a pregnancy or parental leave to an employee not to exceed a total of two (2) years.

The employee will return to their own job provided their leave is no longer than one (1) year. Where a technological change and/or procedural changes have occurred, the employee shall receive appropriate training in order to fulfill the requirements of the job. An employee who extends the leave beyond the one (1) year period shall be placed in a comparable position as held prior to the leave.

The Employer shall provide for employees on pregnancy or adoption leave a supplementary unemployment benefit plan which provides a payment of seventy (70%) percent of salary for the two-week waiting period. Such a plan shall be registered with and approved by Service Canada.

Effective November 1, 2002, parental leave will be included in this leave.

The employee shall accumulate sick leave credits at the rate of two (2) days per month while absent on pregnancy and parental leaves for times as recognized by the *Employment Standards Act*. Sick leave credits shall not be granted to employees for extended leaves of absences requested beyond these times.

### 23.08 **Adoption Leave**

An employee shall be granted leave without deduction from salary to a maximum of two (2) days for needs related to the legal adoption of the employee's child.



## **ARTICLE 23 – LEAVE OF ABSENCE** (cont'd)

### **23.09 Paternity Leave**

An employee shall be granted a leave of absence of two (2) days, without deduction of salary, related to the birth of his child, commencing from the day of admission of the mother for the birth of the child up to and including the day of discharge of the child from the hospital, and that such day is a working day.

### **23.10 Personal Business**

Upon the approval of the respective Principal/Supervisor, a leave of absence for personal reasons for a maximum of one (1) working day per calendar year without loss of pay, but with deduction from sick leave credits, shall be granted. Such leave may be taken as whole or a half day. Such leave shall not extend a long weekend, March Break or Christmas Break and shall not be taken on a Professional Activity Day.

### **23.11 Compassionate Care Leave**

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that twenty-six (26) week period in accordance with Section 49.1 of the *Employment Standards Act*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service. The Board will continue to pay its share of the premiums of the subsidized employee benefits if the employee contributes during the leave. In accordance with O.M.E.R.S. guidelines, if the employee chooses to contribute to the pension for the leave period, the Employer will pay its share in accordance with O.M.E.R.S. guidelines.
- (c) Subject to any changes to the employee's status and position which would have occurred had he/she not been on compassionate care leave, the employee shall be reinstated to his/her former duties, on the same shift in the same department, and at the same rate of pay.

## **ARTICLE 24 – BULLETIN BOARDS**

24.01 The Employer will provide bulletin boards at appropriate locations for the use of the Union. Matters posted will be restricted to:

- (a) notices of union meetings;
- (b) notices of union elections or appointments;
- (c) notices of results of union elections; and
- (d) notices of union recreational and social activities.

## **ARTICLE 25 – SICK LEAVE**

25.01 Sick Leave is leave of absence on full pay by reason of incapacity due to illness or injury.

The school secretary shall be replaced on the second day of illness.

25.02 Sick leave days, if unused, will accumulate to a maximum of two hundred and sixty (260) calendar days.

25.03 An employee with seniority shall be eligible for two (2) days sick leave with pay for each completed calendar month of employment, following completion of the probationary period.

25.04 A retiring employee is one who ceases to be employed by the Employer and applies for and receives a retirement pension.

25.05 Sick leave which has accumulated to the credit of an employee and is unused at the termination of employment, will be cancelled except in the case of a Secretarial/ Clerical/Technical employee who retires or dies with not less than five (5) years of continuous service in which case, either the employee or the estate in the case of death will receive fifty percent (50%) of the employee's sick leave standing to the employee's credit at the date of retirement or death.

Payment of 50% of the sick leave credit will not apply to employees hired after February 14, 1988.

25.06 If the employee is absent for three (3) consecutive working days or more, a medical certificate may be required certifying that the employee is unfit to perform the regular duties. In addition, the Employer may have the right, if it considers it necessary, to have the employee medically examined by a physician of the Employer's choosing.

## **ARTICLE 25 – SICK LEAVE** (cont'd)

- 25.07 Leave of absence without pay on the grounds of incapacity due to illness or injury, shall be granted to any employee who has no sick leave accumulated to the employee's credit.
- 25.08 Sick leave shall not accumulate in respect of any period during which an employee is absent from employment on account of lay-off or authorized leave of absence without full pay.
- 25.09 On or about December 31<sup>st</sup> in each year, an accounting of each employee's accumulated sick leave will be mailed to each employee, and a copy will be sent to the Recording Secretary of the Local Union.
- 25.10 If an employee is prevented from performing the regular work with the Employer because of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act*, the Employer will supplement the compensation provided by the Workplace Safety and Insurance Board for the loss of wages to the employee from the employee's sick leave credits by such an amount that the compensation of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Employer, will equal one hundred (100%) percent of the employee's regular wage after normal income tax deductions considering the tax free status of Workplace Safety and Insurance Board income.
- 25.11 **Quarantine**
- An employee shall be entitled to salary notwithstanding absence from duty where, because of exposure to communicable disease, are quarantined or otherwise prevented by the order of the Medical Office of Health/Doctor from attending. These absences shall include being exposed to and infected by pediculosis (head lice). The employee shall retain their full daily rate and be deducted .5 sick leave credit for each day absent. In the event that an employee has exhausted their sick leave credits, the employee shall receive .5 of the daily rate for each day absent.
- 25.12 Employees who are absent due to illness or accident shall maintain their positions and locations for up to one (1) year following eligibility for Long Term Disability and/or Workplace Safety and Insurance Board benefits.

## **ARTICLE 26 – CLOTHING AND/OR UNIFORMS**

- 26.01 The Employer shall provide protective or special purpose clothing where required. This shall include an allowance of up to \$100 each twelve (12) month period to assist in the purchase of approved boots.
- 26.02 Computer and Network Technicians shall wear their own pants and shirts in the completion of their job responsibilities.

## **ARTICLE 27 – EMPLOYEE BENEFITS**

- 27.01 The Canada Pension Plan and the O.M.E.R.S. Plan, as currently integrated, will be continued.

The Employer will contribute one hundred (100%) percent of the premiums for the following employee benefits.

### 27.02 **Extended Health Care Plan**

- (a) Prescription Drugs - \$10/\$20 deductible
- (b) Vision Care – maximum \$200/annum for dependent children and maximum of \$300 every two (2) years for adults towards the purchase of contact lenses or eyeglasses or corrective laser eye surgery.

A maximum of seventy-five (\$75) dollars every two (2) years for the purpose of eye examinations only for employees, spouses and dependant children greater than twenty (20) years of age.

- (c) Private Hospital Coverage
- (d) Hearing Aids - \$300 every three (3) years
- (e) The Employer agrees to remove the maximum visit of \$12 per visit for Paramedical Services. The Group Benefit Booklet will be changed to read:
- (i) licensed physiotherapists, speech therapists, massage therapists, naturopaths or Christian Science practitioners to a maximum of \$350 per person in a benefit year for each category of paramedical specialists.

## **ARTICLE 27 – EMPLOYEE BENEFITS**

### 27:02 (e) (cont'd)

- (ii) licensed osteopaths, chiropractors, chiropodists or podiatrists, including a maximum of one x-ray examination per specialty each benefit year to a maximum of \$350 per person in a benefit year for each category of paramedical specialists.

### 27.03 **Group Term Life Insurance**

Group Term Life Insurance with Accidental Death and Dismemberment Benefits in the amount of \$50,000 or two and a half (2 ½) times annual salary, whichever is greater.

Employees covered under these benefits have the option to purchase, at their own expense, additional Life Insurance in blocks of \$20,000, \$40,000, \$60,000 or \$80,000.

### 27.04 **Flexident Dental Care Plan**

- (a) Preventative - \$1,500/annum
- (b) Restorative (Dentures) - \$1,000 every five (5) years. Major Restorative Plan including the Dentures at the foregoing level will include Caps, Crowns, and Bridges - 70% Insurance paid and - 30% Employee paid (co-insurance) with a \$2,000 annual combined maximum.
- (c) Orthodontic - \$2,500/lifetime (dependent children only).

Each January the O.D.A. Fee Schedule shall be updated to the schedule of the preceding calendar year.

### 27.05 **Long-Term Disability Plan**

- (a) The Employer will pay one hundred (100%) percent of the premium for a Long-Term Disability Plan with benefits at 73-2/3% of gross monthly salary to a maximum of \$3,000.
- (b) An employee shall accumulate seniority while on Long-Term Disability for a period of up to two (2) years.

## **ARTICLE 27 – EMPLOYEE BENEFITS** (cont'd)

### 27.05 (cont'd)

- (c) The Employer shall pay, on behalf of the employee while on Long-Term Disability, all premiums and contributions for all Employee Benefits Plans. This clause applies only to Employee Benefits Plans which are in existence at this time.
- (d) An employee who is no longer deemed disabled under the provisions of the Long-Term Disability Plan shall be placed in the former or equivalent position with the Employer, provided the employee is capable of performing the duties of the position and provided the employee does not replace an employee who holds more seniority.

### 27.06 **Dependent Life Insurance**

Employees covered under the Employer's Benefit Plan may purchase, at their own expense, dependent's insurance in the amount of \$20,000 for spouse and \$5,000 for dependent children. Such insurance shall be subject to the insurer's requirements concerning medical evidence.

27.07 It is further agreed that benefits specifically provided for in this Agreement will commence on the first day of the month following date of hire.

For more detailed information on benefits, refer to the booklets provided by the insurance company. The benefits as described in these booklets shall be the determining factors for health benefit coverage.

### 27.08 **Part-Time Employee Benefits**

Employees on staff prior to February 14, 1988 will continue to receive full benefits. Employees hired after this date, the following shall apply:

- (a) Employees working 25 hours per week or more shall receive 100% full benefits.
- (b) Employees working less than 25 hours per week shall receive 100% of O.H.I.P/Ontario Health, Extended Health and Vision Care and L.T.D.
- (c) Basic Life Insurance coverage is mandatory for employees working less than 25 hours per week. The employee shall pay 100% of the premiums. Dental coverage is optional and, if elected, 100% of the premiums shall be paid by the employee.

## **ARTICLE 27 – EMPLOYEE BENEFITS** (cont'd)

### **27.09 Early Retirees**

The parties agree that employees who retire early shall have 75% of the premiums for O.H.I.P./Ontario Health, Extended Health including Vision Care and Dental paid by the Employer until the age of 65. A retiring employee under this provision is defined as one who has ten (10) years of service or more and who has reached the age of 55 and not taken up other employment.

Early retirees shall be allowed to purchase the Board's life insurance plan until age 65 at one-hundred percent (100%) of the cost to the early retiree.

27.10 Upon the death of an employee, the Employer will continue benefits for the spouse and/or dependents for a period of two (2) years.

27.11 The benefit level and coverage outlined in Article 27 shall be maintained during the term of this Agreement. Should the Employer wish to change carriers during this term, they shall notify the Union in writing and discuss such change with the Union.

## **ARTICLE 28 – TUITION COSTS**

28.01 The Employer will reimburse tuition costs to employees who are required by the Employer to take job related courses.

## **ARTICLE 29 – TEMPORARY HELP**

29.01 (a) The Employer agrees that no regular employee shall be replaced on a permanent basis by any non-bargaining unit person. This will not prohibit the Board from hiring temporary persons to cover leaves of absence, sickness or peak load conditions.

(b) The Employer shall not have bargaining unit employees' work done by unpaid volunteers.

## **ARTICLE 30 – JOB SECURITY**

30.01 No bargaining unit employee shall be terminated, laid-off, or have their regularly scheduled work day or regularly scheduled work week reduced as the result of the Employer contracting out any of its work or services.

## **ARTICLE 31 – HEALTH AND SAFETY**

- 31.01 The Board shall conform with the *Occupational Health and Safety Act* and the Terms of Reference as approved by the Ministry of Labour. The Employer shall ensure that all Joint Health and Safety Committee members are provided with all Employer information pertaining to health, safety and work environment issues.
- 31.02 The Union and the Employer agree that issues involving workplace aggression or violence shall be brought to and discussed in the Labour/Management Committee meetings and may be referred as necessary to the Joint Health and Safety Committee.
- 31.03 The Employer shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the *Ontario Human Rights Code*.
- 31.04 The Board agrees to involve the Union in the Disability Management Program. The Union's Disability Management representative and Unit Chairperson will be invited to attend related return to work meetings with employees. The Board will consult with the Union on the development and implementation of an employee's return to work plan.

## **ARTICLE 32 – RETIREMENT**

- 32.01 Employees, if they so decide, will be allowed to retire prior to age sixty-five (65) in accordance with O.M.E.R.S. regulations.
- 32.02 Employees shall provide the Employer with no less than three (3) months advance notice of their retirement date. Where an employee has reached normal retirement age, the employee will contact the Employer and discuss their intentions regarding retirement on a periodic basis. These discussions will occur at intervals of no more than six (6) months.

## **ARTICLE 33 – RETROACTIVITY**

- 33.01 This Agreement shall be retroactive with respect only to wages.



## **ARTICLE 34 – DURATION OF AGREEMENT**

34.01 This Agreement shall come into effect from the date of ratification by both parties thereof and shall remain in effect until August 31, 2012 and will continue to be in force from year to year thereafter, unless written notice shall have been given by either party to the other not more than six (6) months prior to the termination date, or the anniversary date of any subsequent annual extension, that it is desired to terminate or amend the Agreement.

A draft copy of the Collective Agreement shall be supplied to the Union by the Employer within thirty (30) days of ratification by the parties.

A copy of the Collective Agreement shall be supplied for all employees by the Employer within sixty (60) days of the signing of the agreement by the parties.

Executed by the duly authorized representatives of the parties at Ajax, Ontario this 13<sup>th</sup> day of November, 2008.

**For the Board:**

**For CUPE Local 218- Secretarial/  
Clerical/Technical Staff:**

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**Janice Oldman, Chair**

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**Linda Newman, CUPE National**

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**Michael T. Gray, Resource**

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**Don Bryans, CUPE Local 218 President**

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**Marilyn Midlige, Resource**

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**Karen Ulrich, Chair, Bargaining Committee**

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**Lori Coffey, Resource**

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**Pam Masewych, Bargaining Committee**

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**Jaime Sheepwash, Resource**

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**Pauline Morrison, Bargaining Committee**

**SCHEDULE “A”**  
**SECRETARIAL/CLERICAL/TECHNICAL STAFF**  
**SEPTEMBER 1, 2008**

GRADE	BAND	JOB CLASS	Start Rate	YEAR 1	YEAR 2
200 – 249	1	Mailroom Clerk <sup>†</sup>	\$17.57 \$31,977.40	\$18.39 \$33,469.80	\$19.28 \$35,089.60
250 – 299	2	Data Entry Clerk <sup>†</sup> Switchboard/Receptionist	\$18.11 \$32,960.20	\$18.93 \$34,452.60	\$19.82 \$36,072.40
300 – 349	3	Accounts Clerk Assistant Secretary- Elementary Facilities Management Clerk <sup>†</sup> High School Junior Clerk Human Resources Clerk Print Clerk <sup>†</sup> Resource Centre Clerk <sup>†</sup> Resource Centre Secretary <sup>†</sup> Service Dispatch *(40 hrs/wk) Student Service Secretary Student Services Support Clerk Supply Dispatch Clerk	\$18.88  \$34,361.60   *\$39,270.40	\$19.89  \$36,199.80   *\$41,371.20	\$20.90  \$38,038.00   *\$43,472.00
350 – 399	4	Secretary to Health and Safety Officer Secretary to Information Technology Services Secretary to Purchasing Supervisor	\$19.65  \$35,763.00	\$20.69  \$37,655.80	\$21.78  \$39,639.60
400 – 449	5	Financial Assistant High School Attendance Secretary High School Financial Secretary High School Guidance Secretary High School Secretary Payroll Clerk Senior Accounts Clerk Senior Print Clerk	\$20.44  \$37,200.80	\$21.50  \$39,130.00	\$22.60  \$41,132.00
450 – 499	6	Admissions Assistant/Secretary Assistive Technologist Audio Visual Technician <sup>†</sup> *(40 hrs/wk) Route Coordinator	\$21.50 \$39,130.00 *\$44,720.00	\$22.62 \$41,168.40 *\$47,049.60	\$23.75 \$43,225.00 *\$49,400.00
500 – 549	7	Computer Technician *(40 hrs/wk) Secretary to Adult Education Secretary to Continuing Education Transportation Assistant	\$22.55  \$41,041.00 *\$46,904.00	\$23.70  \$43,134.00 *\$49,296.00	\$24.91  \$45,336.20 *\$51,812.80
550 – 599	8	Assistant Planner Buyer Computer Application Support Computer Technician for Assistive Technology *(40 hrs/wk) Elementary Secretary High School Senior Secretary ITS Client Support ITS Communications Administrator School Network Technician *(40 hrs/wk)	\$23.91  \$43,516.20  *\$49,732.80	\$24.91  \$45,336.20  *\$51,812.80	\$26.18  \$47,647.60  *\$54,454.40
600 – 649	9	Computer Application Support Technician * (40 hrs/wk) Network Technician *(40 hrs/wk)	\$25.54 *\$53,123.20	\$26.75 *\$55,640.00	\$28.00 *\$58,219.20

† Denotes a Vacant Position

**SCHEDULE “A”**  
**SECRETARIAL/CLERICAL/TECHNICAL STAFF**  
**SEPTEMBER 1, 2009**

GRADE	BAND	JOB CLASS	Start Rate	YEAR 1	YEAR 2
200 – 249	1	Mailroom Clerk <sup>†</sup>	\$18.10 \$32,942.00	\$18.94 \$34,470.80	\$19.86 \$36,145.20
250 – 299	2	Data Entry Clerk <sup>†</sup> Switchboard/Receptionist	\$18.65 \$33,943.00	\$19.50 \$35,490.00	\$20.41 \$37,146.20
300 – 349	3	Accounts Clerk Assistant Secretary- Elementary Facilities Management Clerk <sup>†</sup> High School Junior Clerk Human Resources Clerk Print Clerk <sup>†</sup> Resource Centre Clerk <sup>†</sup> Resource Centre Secretary <sup>†</sup> Service Dispatch *(40 hrs/wk) Student Service Secretary Student Services Support Clerk Supply Dispatch Clerk	\$19.45  \$35,399.00   *\$40,456.00	\$20.49  \$37,291.80   *\$42,619.20	\$21.53  \$39,184.60   *\$44,782.40
350 – 399	4	Secretary to Health and Safety Officer Secretary to Information Technology Services Secretary to Purchasing Supervisor	\$20.24 \$36,836.80	\$21.31 \$38,784.20	\$22.43 \$40,822.60
400 – 449	5	Financial Assistant High School Attendance Secretary High School Financial Secretary High School Guidance Secretary High School Secretary Payroll Clerk Senior Accounts Clerk Senior Print Clerk	\$21.05 \$38,311.00	\$22.15 \$40,313.00	\$23.28 \$42,369.60
450 – 499	6	Admissions Assistant/Secretary Assistive Technologist Audio Visual Technician <sup>†</sup> *(40 hrs/wk) Route Coordinator	\$22.15 \$40,313.00 *\$46,072.00	\$23.30 \$42,406.00 *\$48,464.00	\$24.46 \$44,517.20 *\$50,876.80
500 – 549	7	Computer Technician *(40 hrs/wk) Secretary to Adult Education Secretary to Continuing Education Transportation Assistant	\$23.23 \$42,278.60 *\$48,318.40	\$24.41 \$44,426.20 *\$50,772.80	\$25.66 \$46,701.20 *\$53,372.80
550 – 599	8	Assistant Planner Buyer Computer Application Support Computer Technician for Assistive Technology *(40 hrs/wk) Elementary Secretary High School Senior Secretary ITS Client Support ITS Communications Administrator School Network Technician *(40 hrs/wk)	\$24.63 \$44,826.60 *\$51,230.40	\$25.66 \$46,701.20 *\$53,372.80	\$26.97 \$49,085.40 *\$56,097.60
600 – 649	9	Computer Application Support Technician * (40 hrs/wk) Network Technician *(40 hrs/wk)	\$26.31 *\$54,724.80	\$27.55 *\$57,304.00	\$28.84 *\$59,987.20

† Denotes a Vacant Position

**SCHEDULE “A”**  
**SECRETARIAL/CLERICAL/TECHNICAL STAFF**  
**SEPTEMBER 1, 2010**

GRADE	BAND	JOB CLASS	Start Rate	YEAR 1	YEAR 2
200 – 249	1	Mailroom Clerk <sup>†</sup>	\$18.64 \$33,924.80	\$19.51 \$35,508.20	\$20.45 \$37,219.00
250 – 299	2	Data Entry Clerk <sup>†</sup> Switchboard/Receptionist	\$19.21 \$34,962.20	\$20.08 \$36,545.60	\$21.03 \$38,274.60
300 – 349	3	Accounts Clerk Assistant Secretary- Elementary Facilities Management Clerk <sup>†</sup> High School Junior Clerk Human Resources Clerk Print Clerk <sup>†</sup> Resource Centre Clerk <sup>†</sup> Resource Centre Secretary <sup>†</sup> Service Dispatch *(40 hrs/wk) Student Service Secretary Student Services Support Clerk Supply Dispatch Clerk	\$20.03  \$36,454.60   *\$41,662.40	\$21.10  \$38,402.00   *\$43,888.00	\$22.17  \$40,349.40   *\$46,113.60
350 – 399	4	Secretary to Health and Safety Officer Secretary to Information Technology Services Secretary to Purchasing Supervisor	\$20.85  \$37,947.00	\$21.95  \$39,949.00	\$23.11  \$42,060.20
400 – 449	5	Financial Assistant High School Attendance Secretary High School Financial Secretary High School Guidance Secretary High School Secretary Payroll Clerk Senior Accounts Clerk Senior Print Clerk	\$21.68  \$39,457.60	\$22.81  \$41,514.20	\$23.98  \$43,643.60
450 – 499	6	Admissions Assistant/Secretary Assistive Technologist Audio Visual Technician <sup>†</sup> *(40 hrs/wk) Route Coordinator	\$22.81 \$41,514.20 *\$47,444.80	\$24.00 \$43,680.00 *\$49,920.00	\$25.20 \$45,864.00 *\$52,416.00
500 – 549	7	Computer Technician *(40 hrs/wk) Secretary to Adult Education Secretary to Continuing Education Transportation Assistant	\$23.92  \$43,534.40 *\$49,753.60	\$25.14  \$45,754.80 *\$52,291.20	\$26.43  \$48,102.60 *\$54,974.40
550 – 599	8	Assistant Planner Buyer Computer Application Support Computer Technician for Assistive Technology *(40 hrs/wk) Elementary Secretary High School Senior Secretary ITS Client Support ITS Communications Administrator School Network Technician *(40 hrs/wk)	\$25.37  \$46,173.40  *\$52,769.60	\$26.43  \$48,102.60  *\$54,974.40	\$27.77  \$50,541.40  *\$57,761.40
600 – 649	9	Computer Application Support Technician * (40 hrs/wk) Network Technician *(40 hrs/wk)	\$27.10 *\$56,368.00	\$28.38 *\$59,030.40	\$29.71 *\$61,796.80

† Denotes a Vacant Position

**SCHEDULE “A”**  
**SECRETARIAL/CLERICAL/TECHNICAL STAFF**  
**SEPTEMBER 1, 2011**

GRADE	BAND	JOB CLASS	Start Rate	YEAR 1	YEAR 2
200 – 249	1	Mailroom Clerk <sup>†</sup>	\$19.20 \$34,944.00	\$20.10 \$36,582.00	\$21.07 \$38,347.40
250 – 299	2	Data Entry Clerk <sup>†</sup> Switchboard/Receptionist	\$19.79 \$36,017.80	\$20.69 \$37,655.80	\$21.66 \$39,421.20
300 – 349	3	Accounts Clerk Assistant Secretary- Elementary Facilities Management Clerk <sup>†</sup> High School Junior Clerk Human Resources Clerk Print Clerk <sup>†</sup> Resource Centre Clerk <sup>†</sup> Resource Centre Secretary <sup>†</sup> Service Dispatch *(40 hrs/wk) Student Service Secretary Student Services Support Clerk Supply Dispatch Clerk	\$20.63  \$37,546.60   *\$42,910.40	\$21.73  \$39,548.60   *\$45,198.40	\$22.84  \$41,568.80   *\$47,507.20
350 – 399	4	Secretary to Health and Safety Officer Secretary to Information Technology Services Secretary to Purchasing Supervisor	\$21.47  \$39,075.40	\$22.61  \$41,150.20	\$23.80  \$43,316.00
400 – 449	5	Financial Assistant High School Attendance Secretary High School Financial Secretary High School Guidance Secretary High School Secretary Payroll Clerk Senior Accounts Clerk Senior Print Clerk	\$22.34  \$40,658.80	\$23.49  \$42,751.80	\$24.70  \$44,954.00
450 – 499	6	Admissions Assistant/Secretary Assistive Technologist Audio Visual Technician <sup>†</sup> *(40 hrs/wk) Route Coordinator	\$23.49 \$42,751.80 *\$48,859.20	\$24.72 \$44,990.40 *\$51,417.60	\$25.95 \$47,229.00 *\$53,976.00
500 – 549	7	Computer Technician *(40 hrs/wk) Secretary to Adult Education Secretary to Continuing Education Transportation Assistant	\$24.64  \$44,844.80 *\$51,251.20	\$25.90  \$47,138.00 *\$53,872.00	\$27.22  \$49,540.40 *\$56,617.60
550 – 599	8	Assistant Planner Buyer Computer Application Support Computer Technician for Assistive Technology *(40 hrs/wk) Elementary Secretary High School Senior Secretary ITS Client Support ITS Communications Administrator School Network Technician *(40 hrs/wk)	\$26.13  \$47,556.60  *\$54,350.40	\$27.22  \$49,540.40  *\$56,617.60	\$28.61  \$52,070.20  *\$59,508.80
600 – 649	9	Computer Application Support Technician * (40 hrs/wk) Network Technician *(40 hrs/wk)	\$27.91 *\$58,052.80	\$29.23 *\$60,798.40	\$30.60 *\$63,648.00

† Denotes a Vacant Position

**LETTER OF UNDERSTANDING**

January 11, 2007

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: Staffing Formula**

Dear Karen:

The Board shall agree to advise and discuss any changes to be made to the staffing formula with the Chairperson of CUPE, Local 218 prior to the implementation of the change.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

**LETTER OF UNDERSTANDING**

November 13, 2008

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: Elementary School Secretary Staffing**

Dear Karen:

During the current round of collective bargaining, the Board expressed its desire to maintain a staffing model which provides for a 1.0 full time secretary in each Elementary school. For the 2008-2009 school year the Board's budget as approved by the Board of Trustees allocates funding for this staff allocation. During each year of the Collective Agreement, the Board will review the economic feasibility of continuing with this staffing model. Should the Board choose to amend this staffing model, the Board will consult with the Union regarding the possibility of applying monies from the from the PDT Agreement to offset any potential staffing reductions.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services



**LETTER OF UNDERSTANDING**

January, 11, 2007

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: Job Posting**

Dear Karen:

This letter will serve to advise that the Employer shall allow new employees in half-time ( $\frac{1}{2}$ ) time positions the opportunity to apply to positions to attain full-time employment with the Employer. Therefore, the current language in Article 12.02 (third paragraph) and Article 14.01 (b), (second paragraph), shall not apply to half-time employees during the life of this Collective Agreement, ending August 31, 2012.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

## **LETTER OF UNDERSTANDING**

January, 11, 2007

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

### **Re: Duty to Accommodate**

Dear Karen:

The Board agrees to consult with the Union in the development of the Disability Management Program.

1. In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of their position due to a disability, as defined under the *Ontario Human Rights Code*, the Board and the Union, together with the employee shall meet to discuss and to consider the available medical evidence as provided under Article 25 regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together in a good faith and collaborative manner to consider how the employee's disability can be accommodated without causing undue hardship to the Board. In order to meet this statutory obligation, the affected employee shall participate and cooperate fully in this process.
2. The parties, subject to the employee's signed consent, shall share with each other all information relevant to the accommodation of the affected employee, including medical information and/or any existing restrictions or limitations pertaining to the employee's disability and information regarding the requirements/duties of the employee's position.
3. The parties agree they will attempt to accommodate employees in the following order:
  - a. in their current position/location;
  - b. in their current classification;
  - c. in another classification with relatively comparable hours/rate of pay, but for which the employee possesses the requisite knowledge, skills and abilities;
  - d. in another classification which does not have equivalent hours/ rate of pay, but for which the employee possesses the requisite knowledge, skills and abilities.

**LETTER OF UNDERSTANDING** (cont'd)

4. In considering the feasibility of the options set out in (3) above, the parties shall consider, without limitation, such options as the modification of duties, shifts and equipment. Where reasonable, retraining of the affected employee shall be considered to facilitate alternative employment for a comparable position with the Board, specifically, within the employee's bargaining Unit first then to other CUPE Bargaining Units as contemplated under Article 12.10.
5. It is understood and agreed that nothing in this Article will require the Board, the Union or the affected employee to agree to an accommodation, which would impose undue hardship on the Board. The Board agrees that it will not impose an accommodation, which has the effect of abridging or infringing collective agreement rights of another bargaining unit member unless there is no other reasonable alternative.
6. Agreements between the parties regarding the accommodation of employees shall be formalized in writing. These agreements shall contain provisions regarding the process which will be followed by the parties in the event that there is a change in the accommodated employee's medical circumstances or restrictions. The employee must accept a reasonable accommodation as agreed to in these parameters.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

## **LETTER OF UNDERSTANDING**

January, 11, 2007

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

Dear Karen:

### **RE: Job Evaluation- Elementary School Secretary**

The Union agrees that the Board met its contractual obligations by evaluating the position of Elementary Secretary in accordance with the parties jointly agreed upon job evaluation process and pay equity plan. The Board agrees that the union reserves the right to contest the appropriate retroactivity date in relation to the Position Description Questionnaire (PDQ) through its legislative right under the *Pay Equity Act*.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

**LETTER OF UNDERSTANDING**

November, 13, 2008

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: Vacancies Resulting from Maternity/Parental Leaves and Sick/LTD Leaves**

Dear Karen:

The Board shall entertain the Union's request that bargaining unit positions deemed vacant due to the maternity/parental leave or an extended sick/LTD leave where it is known to extend beyond six (6) months of an employee in the bargaining unit shall be posted as temporary assignments for the duration of the leave wherein permanent members of the bargaining unit may apply to and be considered for such vacancies. Employees must possess the requisite skills and abilities to perform the essential duties of the position. The successful applicant must remain in the position until the return to work by the incumbent or for the duration of the leave unless they are the successful applicant for a promotional opportunity.

This Letter of Understanding shall not restrict the Board's ability to end a temporary assignment where the employee does not satisfactorily meet the job requirements.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

## **LETTER OF UNDERSTANDING**

January, 11, 2007

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

### **Re: Redeployment Committee**

Dear Karen:

In the event of reorganization, school closure or a reduction in the workforce, a Redeployment Committee shall be established with equal representation from the Board and the Union.

The mandate of the Committee is to:

- 1) Identify and propose alternatives to the proposed layoff(s) or elimination of position(s).
- 2) Identify vacant positions or positions which may become vacant within a twelve (12) month period which are either:
  - a) within the bargaining unit;
  - b) within another CUPE bargaining unit.
- 3) Where unsuccessful under mandate 1) and 2) above, identify retraining needs of employees, where reasonable the Board shall facilitate such training.

The parties shall make every effort to find alternatives to lay-offs.

The Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and the Union. Meetings of the committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time for which the Union representatives shall be paid at their regular rate.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.

**LETTER OF UNDERSTANDING (cont'd)**

The Employer shall provide to the Redeployment Committee all pertinent staffing, work and organization information necessary for the Committee to carry out its mandate.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

**LETTER OF UNDERSTANDING**

November 13, 2008

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: PDT Agreement - Staffing**

Dear Karen:

The Board, through its website, will provide the Union relative student enrolment and staffing information including Board estimate, revised estimates and financial statements. The parties will meet as necessary and the Board will provide other relevant information as required to monitor the development of positions and allocation of funding provided by the Ministry of Education.

During the life of the Agreement, the Board will use available funding prescribed under the PDT Agreement in an attempt to mitigate job losses due to declining enrolment and/or for budget purposes. For the purposes of the aforementioned, base line permanent staffing will be set at the full time equivalent positions in the Board's budget as approved by the Board of Trustees on June 23, 2008. Contingent upon the availability of such funding the Board will allocate the necessary funding from the PDT Agreement to maintain the one (1) Senior Print Clerk position effective January 1, 2009. In addition, use of available PDT funds may be used to maintain any other positions. The Board will meet with the Union on an annual basis to review the allocation of PDT funding prior to the start of the next school year. The parties agree that this letter does not affect the Board's rights under Article 3 and 13.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

**LETTER OF UNDERSTANDING**

November 13, 2008



Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: I.T. Summer Hours**

Dear Karen:

The parties will enter into discussions on an annual basis with a view to permitting summer hours for such employees with the consent of departmental management.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

**LETTER OF UNDERSTANDING**

November 13, 2008

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: Professional Development**

Dear Karen:

The Durham Catholic District School Board and CUPE Local 218 have jointly agreed to a philosophy which encourages professional development for all members. An adhoc professional development committee, with representation from management and CUPE Local 218, shall be established. CUPE Local 218 is recognized as an equal participant in the professional development committee.

In accordance with the Provincial Discussion Table (PDT) Agreement, the parties agree to allocate monies provided during the 2008-2009 and/or 2009-2010 school year for professional development and training opportunities for all bargaining unit members. The allocation of CUPE Local 218's proportional share of the Ministry of Education's funding enhancements for professional development training for education support workers in the GSN shall be the ratio between CUPE Local 218 FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 financial statements. The Board shall share the financial analysis and calculations of this allocation with CUPE Local 218.

It is agreed that this professional development committee will meet as soon as possible after ratification of this Collective Agreement to review professional development issues and make recommendations for upcoming professional development opportunities for members during the 2008-2009 and/or 2009-2010 school years.

Mutually agreed upon items will be forwarded to the appropriate Board personnel for implementation.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

**LETTER OF UNDERSTANDING**

November 13, 2008

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: Supervision**

Dear Karen:

All school based staff are responsible for student safety and supervision. As such, the Board agrees to continue its current practice with regards to supervision for the life of the Collective Agreement.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

**LETTER OF UNDERSTANDING**

November 13, 2008

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: Group Benefits and Other Working Conditions**

Dear Karen:

The parties agree to meet as soon as mutually convenient following ratification of this Collective Agreement to explore and discuss options and the viability of same which allow for changes to current benefits and other working conditions, effective September 2010, within the funding allocated in Section 12 of the Provincial Discussion Table Agreement.

The Durham Catholic District School Board and CUPE Local 218 agree to consider the enhancement funds being applied to the following benefit and working conditions enhancements:

- Benefits to the age 70 or retirement;
- Employees whose spouse is an employee of the Board can also enroll in benefits;
- Increased coverage for vision care and eye exams;
- Increases coverage for dental (preventative, caps, crowns, implants, bridges, orthodontic and dentures);
- Increased coverage for massage and physiotherapy, chiropractic and acupuncture;
- Further increases to shift premiums;
- Increased vacation coverage;
- Increased coverage for hearing aids;
- Coverage for prescribed medication or vaccinations currently not covered;
- Increased coverage for laser eye surgery;
- Increase in monthly vehicle allowance;
- First day coverage for employee absences should the Board change its current staffing model;
- Vacations – Article 21.02 – effective the 2011 and 2012 vacation year, increase the maximum replacement days.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

**LETTER OF INTENT**

November 13, 2008

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: Bank Deposit Protocol**

Dear Karen:

The parties agreed in the 2008 negotiations that a Bank Deposit Protocol relating to Bargaining Unit employees taking deposits to the bank shall be finalized through the sub-committee for the 2008-2009 school year.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

**LETTER OF INTENT**

November 13, 2008

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: Sick Leave Reduction**

Dear Karen:

The parties share a mutual interest of encouraging regular employee attendance. To this end, the parties also share a mutual interest of achieving cost savings to the extent possible.

To achieve these cost savings, the parties agree that where there is an overall reduction each year in the average employee absenteeism across the three bargaining units represented by CUPE Local 218 relative to the 2007-2008 school year base line sick leave average of 10.1 days, the Board will place 50% of the costs directly associated with replacement staff for all absent employees into a Board maintained fund. This fund will be utilized to supplement, on a one-time basis, monies available under the PDT for staffing purposes in the following year. For example, savings incurred during the 2008-2009 school year would be added to the PDT funds, on a one time basis, for allocation towards staffing in the 2009-2010 school year.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

**LETTER OF INTENT**

November 13, 2008

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical Unit  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: OMERS Contributory Earnings**

Dear Karen:

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

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example when an employer has a flexible benefit program and the employee received compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);

**LETTER OF INTENT** (cont'd)

- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP) the balance of the extension period becomes unpurchasable service);
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance)
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited 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 first month following the revised retirement date.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

**LETTER OF INTENT**



November 13, 2008

Karen Ulrich, Chairperson  
CUPE Local 218- Secretarial/Clerical/Technical  
65 Kenneth Street  
Oshawa, ON L1G 5N3

**Re: Contracting In/Contracting Out**

Dear Karen:

The Durham Catholic District School Board and CUPE Local 218 are committed to open communications and a transparent process in regard to contracting in services.

Through the Labour-Management Committee, the parties will review opportunities to contract in work into the bargaining unit that is currently contracted out. Any such discussions must demonstrate if the Board were to consider contracting in any services, there would be a cost savings to the Board and an ability to meet system needs. The parties agree that any such discussions do not affect the Board's rights under Article 30.

Sincerely,

Michael T. Gray, Assistant Superintendent –  
Human Resources and Administrative Services

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