

THE DUFFERIN-PEEL ROMAN CATHOLIC SEPARATE SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 2026

SOURCE	1	Comp.	
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	380		
NOMBRE D'EMPLOYÉS	380		

APRIL 1, 1996

TO

MARCH 31, 1998

11/3/01

11131(01)

TABLE OF CONTENTS PAGE	
PREAMBLE	1
Article 1 Recognition	2
Article 2 Management Rights	3
Article 3 Union Security	4
Article 4 No Discrimination	4
Article 5 Union Representation	5
Article 6 No Strikes - No Lockouts	5
Article 7 Seniority	5
Article 8 Grievance Procedure	10
Article 9 Arbitration	12
Article 10 Discharge and Suspension Cases	14
Article 11 Hours of Work	14
Article 12 Paid Holidays	15
Article 13 Vacation with Pay	16
Article 14 Sick Leave	16
Article 15 Leaves of Absence	18
Article 16 Pension Plan and Retirement Policy	20
Article 17 Employee Health Benefits	21
Article 18 Wages and Allowances	23
Article 19 Retirement Leave	24
Article 20 General Conditions	25
Article 21 School Year Employment	27
Article 22 Placement Clerks	28
Article 23 Term of Agreement	29
Signed Agreement	30
Schedule "A"	31

Letters of Intent/Understanding 32

THIS AGREEMENT, effective April 1, 1996 is by and between:

THE DUFFERIN-PEEL ROMAN CATHOLIC SEPARATE SCHOOL BOARD
(hereinafter called "the Employer")

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2026
(hereinafter called "the Union")

OF THE SECOND PART

PREAMBLE

WHEREAS it is the **goal** of the Employer to provide, within its ability to finance, the best possible Catholic educational service for the separate school children of the Regional Municipality of Peel and the County of Dufferin;

AND WHEREAS to achieve that goal it is essential that ~~the~~ Employer maintain an excellent organization, educational system and environment for the advancement of learning **and** the dissemination of knowledge for the religious, moral, intellectual, social and physical development of its members, including the pupils and the academic and non-academic employees of the Employer;

AND WHEREAS the Employer and the Union recognize their **mutual** interest in maintaining harmonious relations between the Employer **and** its employees, fair and reasonable remuneration **for** services rendered having regard to the responsibilities attached to the positions held, nature of the duties thereof, manner of their discharge, seniority in the service, security of tenure of office and promotions within the service;

AND WHEREAS the Union agrees that it will support the Employer in its efforts to eliminate waste, conserve materials, energy **and** supplies, improve the quality of ~~service~~, prevent accidents and strengthen goodwill between the Employer, ~~the~~ employees, the academic and administrative staff, the children and **the public**;

NOW THEREFORE the Parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

1.01

The Employer recognizes the Union as the exclusive bargaining agent of all its office employees in the Administrative Staff employed in ~~the~~ Employer's Administration Offices, secretaries and clerks employed in the schools and placement clerks employed in their homes, save and except a person who:

- a) is a Supervisor or is above the rank of a Supervisor;
- b) Is a Secretary to the
Director of Education,
Associate Director,
Superintendent of Schools,
Superintendent, Employee Services,
Superintendent of Business Affairs,
Superintendent of Schools and Curriculum,
Superintendent of Schools and Special Services,
Assistant Superintendents
Controller of Finance,
Controller of Plant,
or is **employed** in Personnel Non-Teaching
- c) **is an** employee employed for a period less than three (3) months:
- d) is a student employed during the school vacation period;
- e) is an employee employed for periods of four months or less to assist in his or her education program.

1.02

The word "employee" when used subsequently in **this** Agreement, shall be deemed to mean those included in the scope of the Agreement as listed in Article 1.01 above.

1.03

Union-Management Committees

The Employer will recognize the following Committees of Employees for the respective purposes shown:

- a) The Bargaining Committee **consisting** of not more than six (6) representatives of the Union for the purpose of negotiating this Agreement and its renewal;
- b) The Employee Relations Committee consisting of five (5) representatives of the Union and ~~two~~ (2) representatives of the Employer to meet monthly or by mutual arrangement for the purpose of discussing any matters of mutual interest;
- c) The Grievance ~~Committee~~ **consisting** of three (3) representatives of the Union and three (3) representatives of the Employer.

1.04

By mutual agreement prior to any meeting, an additional representative of the Employees or of the Employer may attend any ~~committee~~ meeting as a full committee member, or as an observer ~~or~~ as a resource person as may be designated.

1.05

A full-time representative of the Union may attend meetings of any of the Committees referred to in this Article.

1.06

The Employer will pay each employee at the regular rate of pay for all regularly scheduled straight-time hours lost while attending meetings with the Employer and in processing Grievances. Employees designated as Health and Safety Representatives shall be compensated for time spent performing Health and Safety duties in accordance with the terms and conditions of the Occupational Health and Safety Act.

ARTICLE 2 - MANAGEMENT RIGHTS**2.01**

The Union recognizes and accepts that all rights of the Employer to manage the affairs of and administer the school system of the Dufferin-Peel Roman Catholic Separate School Board are reserved to the Employer exclusively and without limiting in any way this generality, subject to any other provision of this Agreement, it is the exclusive function of the Employer to:

- a) maintain order, discipline, and efficiency;
- b) hire, promote, demote, classify, transfer, retire, rehire, lay off, recall, discipline, suspend or discharge any employee for just cause, provided that a claim by a seniority employee of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) deploy the working forces of the Employer or its equipment and properties.

2.02

The Employer agrees that the rights set forth in this Article shall not be exercised in a manner which would violate the express provisions of this Agreement, and recognizes the right of the Union to the grievance procedure in the manner and to the extent hereinafter provided.

ARTICLE 3 - UNION SECURITY**3.01****Membership in Union**

All employees hired after the signing of this Agreement shall become and remain members of the Union. Current employees who are members shall remain members of the Union. Newly hired employees shall sign an application for membership and begin paying dues in the month which follows successful completion of their probationary period.

3.02**Deduction of Dues**

All employees shall be deducted the regular bi-weekly dues of the Union which shall be remitted to the Treasurer of the Union in the month in which follows such deductions, accompanied by a list of all employees from whom such deductions are made.

The Union shall indemnify and save the Board harmless in respect to all claims and demands made against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this article.

3.03

Notification of Amount

The Union shall notify the Employer from time to time of the regular dues of the Union.

ARTICLE 4 - NO DISCRIMINATION**4.01**

Neither the Union nor the Employer will discriminate against any employee;

- a) by reason of membership in the Union;
- b) within the meaning of the Ontario Human Rights Code.

ARTICLE 5 - UNION REPRESENTATION**5.01**

The Union will not engage in Union activities during working **hours** or **hold** meetings at any time on the premises of the Employer without the permission of the Manager of Employee Relations or designate. When entering a department other than his or her own, a Union officer will first contact the Supervisor of that Department, or his or her deputy, and inform him or her as to the general nature of his or her business.

ARTICLE 6 - NO STRIKES - NO LOCKOUTS**6.01**

So long as this Agreement continues to operate, there will be no strikes or lockouts **as** those terms are defined in the Ontario **Labour** Relations Act

ARTICLE 7 - SENIORITY**7.01**

Definition of Seniority

Seniority, as referred to in this Agreement, **shall** mean length of continuous service in the employ of the Employer **and** its predecessor Boards. Seniority lists shall be supplied to the Union **on** the first day of January each year during the term of this Agreement. Up-to-date seniority information shall be requested in writing to the Superintendent of Employee Relations or designate, and will **be** made available to the Union.

7.02

Probation

An employee shall be on probation for **the** first three (3) months of continuous employment, and will have no seniority rights during that period. After **successfully completing** the three (3) month probation, the seniority of such employee will date back to the date of last hire. An employee who has successfully completed the probationary period shall be called a "seniority" employee. Probationary employees will not have **access** to the grievance or arbitration process.

7.03

Seniority Upon Promotion or Transfer

- a) An employee promoted or transferred to a position beyond the scope of this Agreement and **who** is later placed in a position within the scope of this Agreement, shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such other positions.
- b) A seniority employee transferring into the **scope** of this Agreement from a position within this Board shall be allowed to transfer his or her seniority.

7.04

Job Posting Procedure

- a) The Employer will post a notice on the Board's Automated Job Posting System of full and part-time vacancies in existing classifications or newly created classifications, for vacancies that fall within the scope of this Agreement which the Employer intends to fill. The posting shall state the nature of the position, the department, level of position and other pertinent information. The posting shall be for a period of five (5) working days. The Employer will forward a hard copy of the posting information to the Union.
- b) No applicant from outside the Bargaining Unit shall be interviewed for a specific job vacancy until present employees have had an opportunity to apply, have been interviewed, and advised that they have been unsuccessful.
- c) Each seniority employee who has applied for a job vacancy shall receive a fair and impartial interview.
- d) The senior applicant for positions at levels 1 to 4 who meet the stated requirements of the position will be selected. Such stated qualifications and requirements shall be those necessary to perform the job functions and may not be established in an arbitrary or discriminatory manner.
- e) In promotions, or lateral transfers, to posted positions, other than appointments to supervisory positions, preference shall be given to those employees having the longest service or seniority, provided always that the employees in question are, in the opinion of the Employer, of equal skill, competence, and efficiency.
- f) Where a temporary assignment exceeds two (2) months, the Board will advise the Union of the name of the temporary employee, the department and classification.
- g) In the event additional part-time work becomes available, employees who now work less than thirty-five (35) hours per week will be made aware of the available work through the job posting procedure and will be given the first opportunity to do such part-time work.
- h) Part-time employees who wish to do temporary assignments on their days off are required to advise the Personnel Coordinator. Subject to the employee's availability for scheduling and ability to perform the work available, seniority part-time employees shall be given preference for temporary assignments.
- i) On the request of a Job applicant, the Recruitment Officer and the Principal/Department Head will interview applicants for the purpose of explaining why that applicant was not selected for the position.
- j) Temporary assignments of over three (3) months at level 5 or above, that are not related to a leave of absence shall be posted in accordance with the job posting procedure. If the position is terminated, the employee shall be returned to his/her position.
- k) Notifications'
Within ten (10) working days of the date of appointment to a vacant position, the name of the successful candidate shall be sent to each applicant and a copy posted on the C.E.C. bulletin boards. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

- l) The Board shall set the language requirements for positions in ~~its~~ French Language Schools.
- m) An employee will not be eligible for transfer during the term of the trial period as outlined in article 7.05.

7.05

Trial Period

An employee who is promoted or transferred to a new position within or outside of the Bargaining Unit will be given a trial period of three (3) months. If, during the trial period, the Employer or employee decide the employee is not qualified or suitable for the posted position, the employee shall be returned to the former position without loss of pay or seniority, and the position shall then be re-posted.

7.06

Layoff

In the event circumstances require the layoff of seniority employees, the Employer shall endeavor to provide as much notice of impending layoff as may be possible. Both parties recognize that job security should increase in proportion to length of service, therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority list, subject to those employees who are retained being qualified and willing to perform the work required. The matter of qualifications is a decision of the Employer, which shall not be exercised in an unfair or unreasonable manner.

7.07

Employees who are laid off because of lack of work in their job classification may, if they are fully qualified to do so, replace less senior employees in other job classifications.

7.08

Familiarization Period

In all cases where, under Articles 7.06 or 7.07, an employee replaces a less senior member, the individual "bumping in" to the position will be given thirty (30) working days to become familiar with the new job. This period is not to be considered a training period. An employee not capable of carrying out the duties of the position after thirty (30) working days will be laid off.

7.09

Recall Rights

Seniority employees with more than one (1) year's service who are laid off because of lack of work shall have recall rights for rehiring for 30 months from the date of layoff. Seniority employees with no more than one (1) year's service who are laid off because of lack of work shall have recall rights for rehiring for 12 months from the date of layoff.

7.10

Recall to Work

Recall to work shall be by registered letter or telegram addressed to the last address recorded by the employee with the Employer. It shall be the duty of the employee to notify the Employer promptly of any change of address. Should the employee fail to do this, the Employer shall not be responsible for failure of a notice sent by registered mail or telegram to reach such employee. An employee who is recalled to work must signify intent to return within five (5) working days after a notice of recall has been delivered and must return on the date specified or give valid reason why this is not possible, and shall return within ten (10) working days of the Employer's acceptance of such delay in any event, or forfeit right to recall.

7.11

Seniority previously accumulated will be lost and an employee's services will be terminated whenever an employee:

- a) voluntarily leaves the employ of the Employer;
- b) is discharged and not reinstated through the grievance or arbitration procedures.

7.12**Temporary Employees During Layoff**

No employee who has attained seniority shall be laid off due to lack of work while there is a temporary employee on the payroll, subject to such seniority employee being **qualified** and willing to perform the **job** of the temporary employee. The Familiarization Period set out in Article 7.08 would apply.

7.13

If new machines are introduced to the office or new or greater skills are required **of** the employees, the affected employees will be provided with **the** required training at the expense of the Board.

7.14

School year employees who are laid off during the summer while school is not in session, will be recalled not later than school reopening in September, or **earlier** if needed, and subject to the employee reporting to work as specified after a reasonable notice.

7.15**Lateral Transfer**

Employees shall be entitled to one (1) lateral transfer only per year. Notwithstanding the preceding, such restriction may be waived by the mutual agreement of **the** Union, the Manager of Employee Relations, and the employee.

ARTICLE 8 - GRIEVANCE PROCEDURE**8.01**

Should any difference, (hereinafter called a "grievance") arise **between** the Employer and any employee as to **the** interpretation, application, administration or alleged violation of this Agreement, an earnest **effort** to settle such grievance without undue delay shall be made in the following manner.

The parties of this Agreement have agreed that it is of the **utmost** importance to adjust **complaints and** grievances as quickly as possible,

A "grievance" shall be defined as a difference of opinion **between** the Union and the Employer concerning the interpretation, application, **administration** or alleged violation of this Collective Agreement.

The time **limits** in this Article are mandatory and not simply directory except as set out in Article **8.08**.

STEP I

An employee shall first submit the problem for a verbal discussion with the **Supervisor/Principal** concerned. The **Supervisor/Principal** concerned may have the assistance of the Manager of Employee Relations and the employee may have the assistance of the Chairperson **of** the Grievance Committee for such **verbal** discussion. **No** grievance shall be considered where **the**

events giving rise to it occurred or originated (and the employee became or ought to have become aware of such occurrence or origination) more than ten (10) working days before lodging of the verbal grievance.

The Supervisor shall have three (3) working days in which to respond to the grievance.

STEP 2

If the situation is not resolved or no decision is given, then the grievance may be reduced to writing and within five (5) working days, presented, to the Superintendent of Employee Relations. The written grievance shall contain a concise statement of the facts complained of and the ~~redress~~ sought and shall be signed by the ~~grievor~~ and the steward, There shall be a meeting within ten (10) working days of the submission of the grievance to ~~discuss~~ the grievance. A reply in writing within five (5) working days of the grievance meeting, ~~will~~ be given. Failing ~~satisfaction~~, then within five (5) working days of the date the reply is due above, but not thereafter, the grievance may be processed to Step 3.

STEP 3

The aggrieved employee may present the written grievance to the Grievance Committee of the ~~Board~~. The Grievance Committee shall attend with the ~~grievor~~ at a meeting held for this purpose within ten (10) working days of the receipt by the Committee. The decision of ~~the~~ Grievance Committee of the Board shall be given in writing with four (4) working days.

8.02

Referral to Arbitration

If final settlement of the grievance is not reached at Step 3 above, it may then be referred to a Board of Arbitration by either Party as provided in Article 9 at any given time within ten (10) working days after ~~the~~ decision is given in Step 3, but not ~~thereafter~~, and if no such written request is received within the time limit, then it shall be deemed to be abandoned.

8.03

Definition of Working Day

Within the terms of Articles 8,9,10 a working day shall be defined as a day other than Saturday, Sunday, or Paid Holiday.

8.04

Employer Representation

The Employer representation on grievances shall consist of such persons as are appointed by the Employer from time to time.

8.05

Union Policy Grievance

A Union policy grievance, which is ~~defined~~ as an alleged violation of this Agreement which affects all or a substantial number of employees, may ~~be~~ lodged by the Chairperson of the Grievance Committee in writing with the Manager of Employee Relations at Step 2 of the grievance procedure at any time within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily ~~settled~~, it may be processed to Step 3 and to arbitration in the same manner and to the same extent as the grievance of an employee.

8.06

Employer Grievance

A policy grievance of the Employer shall be in writing and may be initiated by the Manager of Employee Relations by delivering the grievance to the Union. If any such grievance is not

settled within ten (10) working days of the date of such delivery, the Employer may refer the grievance to arbitration under Article 9.

8.07

Individual's Grievance

The right of the individual employee or groups of employees to adjust their grievances personally with the Employer through the regular supervisory channels and without the assistance of the Union is not restricted by this Agreement.

8.08

Time Limits

The time limits specified in Articles 8.01 to 8.07 above may be extended by mutual agreement between the parties.

ARTICLE 9 - ARBITRATION

9.01

Arbitrability of Grievances

Both Parties to this Agreement agree that any dispute or grievance which has been properly carried through all the steps of the Grievance Procedure outlined in Article 8, and which has not been settled, shall be referred to a Board of Arbitration.

9.02

Composition of Arbitration Board

The Board of Arbitration will be composed of one nominee appointed by the Employer, one nominee appointed by the Union, and a third person chosen by the other two nominees to the Arbitration Board.

9.03

Single Arbitrator May be Proposed

Notwithstanding the conditions set out in Article 9.02, a single Arbitrator may be proposed by either Party, and if such agreement is reached, then the conditions of Article 9.02 shall be disregarded.

9.04

Naming of Nominees

Within five (5) working days of receipt of notice of Arbitration, (as set out in Article 8.02), which shall contain the name of the Party's proposed nominee to the Arbitration Board, the other Party shall respond in writing with the name of its nominee.

9.05

Alternative Method of Selecting Chairperson

Should the two nominees fail to agree upon the third person to be named as the Chairperson, then within seven (7) days of the notification set out in Article 9.04, the Minister of Labour for the Province of Ontario may be asked to nominate a Chairperson.

9.06

Decision is Final and Binding

The decision of the Board of Arbitration, or a majority thereof, shall be final and binding on both Parties. Failing a majority decision, the decision of the Chairperson shall be final and binding upon both Parties.

9.07

Board Confined to the Terms of This Collective Agreement The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.

9.08

Payment of Board Members

Each of the Parties to this Agreement will bear the expense and fees of the Arbitrator named by it, and the Parties will jointly bear the remuneration and expenses of the Chairperson.

ARTICLE 10 - DISCHARGE AND SUSPENSION CASES**10.01**

Special Grievance Procedure

A claim by a seniority employee of discharge or suspension without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of Employee Relations at Step 2 of the Grievance Procedure within ten (10) working days after the employee ceases working for the Employer. In conformity with Step 2, such grievance if properly processed, may then proceed to Step 3. Such special grievance may be settled between the Parties or a Board of Arbitration by any arrangement which is deemed just and equitable.

10.02

Union May be Represented

Should it become necessary to discipline, suspend or discharge an employee, it shall be done in the presence of an Executive member of the Union, if the employee so prefers.

ARTICLE 11 - HOURS OF WORK**11.01**

Normal Work Schedule

The normal work week shall consist of five (5) days of seven (7) hours each day for full-time employees. The Supervisor/Principal and employee may by mutual consent change the number of hours that are normally worked per day provided that all employees work the required thirty-five (35) hours per week. Employees are allowed a ten (10) minute rest period for each half of a normal work day.

Any part-time employee hired after July 1, 1980 shall accept any additional secretarial time available in his or her school up to a full time position. However, any voluntary reduction of hours worked by secretaries employed on or before July 1, 1980, covered by this Agreement, shall be reduced to half time only.

11.02

Overtime Defined

Overtime is defined as authorized time worked in excess of thirty-five (35) hours per week or authorized time worked on an otherwise normally unscheduled day. Such overtime must be authorized by the respective Superintendent/Department Head.

11.03

Rate of Pay for Overtime

Where an employee has been authorized to work overtime and has performed overtime work as defined in Article 11.02, the employee shall be paid at the rate of time and one-half for such work, or the employee may at the discretion of the Supervisor/Principal, receive time off at the

overtime rate. Such time off at the overtime rate shall be taken at a time mutually agreed upon by the Supervisor/Principal and the employee.

11.04

Employees may be granted time off with pay between Christmas day and New Year's day provided that make-up work is available and the employee works the required make-up time.

11.05

Pay for Work on a Paid Holiday or Sunday

An employee who is required to work on a paid holiday or Sunday shall be paid for all such work at the rate of double (2) time in addition to the holiday pay.

ARTICLE 12 - PAID HOLIDAYS

12.01

Recognized Holidays

- a) The following paid holidays, regardless of when they fall, are recognized by the Employer and granted to all employees;

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

- b) Remembrance Day shall be granted as an additional paid holiday in a year when that day is declared a holiday by the Ministry of Education.
- c) An appointed day in February shall be granted as an additional paid holiday in a year when that day is declared a holiday by the Ministry of Education.

12.02

Requirements to Receive Holiday Pay

In order to qualify for a paid holiday, an employee must have worked the full working day immediately preceding and following the holiday or be on authorized paid leave or paid sick leave. The Employer may require a medical certificate as proof of illness.

12.03

Holiday During Vacation

An employee shall be granted an extra day of vacation with pay when one of the above mentioned holidays occurs during the approved vacation period.

ARTICLE 13 - VACATION WITH PAY

13.01

Employees shall be granted a vacation with pay for credited full-time, active, continuous service prior to July 1st of the vacation year.

Less than one (1) year.....one (1) day per month to a maximum of ten (10) working days.
 After one (1) year.....two (2) weeks
 After two (2) years.....three (3) weeks
 After ten (10) years.....four (4) weeks
 After twenty (20) years.....five (5) weeks

13.02

Currency of Vacations

Vacation entitlement is calculated from July 1st of the preceding year to June 30th of the vacation year. Vacations must **be** taken by April 30th of the following year unless authorized by the appropriate Superintendent. By mutual agreement with his/her Superintendent, and provided that the request does not conflict with departmental operation, an employee may carry over one (1) week's vacation.

13.03

Notice to Payroll

Employees may upon **giving** at least ten (10) working days written notice to the Payroll Supervisor, receive on the last office day preceding the commencement of their annual vacation, or of their summer school closing period (if applicable), or leave of absence, any salary cheques which **may fall** due during the period of authorized absence.

ARTICLE 14 - SICK LEAVE**14.01**

Monthly Credit and Maximum Accumulation

Employees shall be entitled to a credit of two (2) working days per month of **full-time**, active, continuous **service**. Such unused sick leave credits may accumulate to a maximum of **two** hundred and forty (240) days for twelve (12) month staff and pro-rated for school year employees.

14.02

Medical Certificate Required

As a condition of sick leave payment, employees must produce a **medical certificate** for an absence of **three (3)** or more working days. The Employer may request such a certificate at any time for any duration, of absence or waive the necessity of such certificate.

14.03

Notification of Inability to Attend Work

- a) An administrative employee who is unable to attend work **on** account of illness shall **notify** both the Switchboard Operator and his or her Supervisor directly as early as possible **on** the morning of such illness or other reason for the inability to attend work.
- b) A school secretary who is unable to attend work on account of illness shall notify his/her Principal or designate directly as early as possible on the morning of such illness or other reason for the inability to **attend** work,

14.04

Use of Sick Leave

Sick leave is to be used for:

- a) illness or accident of a personal nature;
- b) supplementation of Workers' Compensation payments as set out in Article 14.05;
- c) the Director of Education may grant emergency leave up to a **maximum** in **any** one (1) year of ten (10) days to **an** employee. Days granted shall be deducted from sick leave credits.
- d) under special circumstances, additional leave may be considered by the Superintendent **of** Human Resources. Any additional leave granted with pay shall be deducted from sick leave credits.

- e) use of Sick Leave allowance shall be in accordance with the applicable requirements under Provincial and Federal statutes and regulations in force during the term of this Agreement.
- f) employees who are laid off from employment due to illness, shall maintain recall rights to employment in accordance with Article 7.09.
- g) the Employer shall advise employees, in writing, of the amount of sick leave credits accrued by the 15th of March of each calendar year for 12 month employees **and** the **31st** of October for school year employees.

14.05

Supplementation of Workers' Compensation

When an employee is awarded Workers' Compensation the Board shall continue **to** pay the employee and claim all Workers' Compensation reimbursement cheques **subject** to the following conditions:

- a) the difference between what the Board pays the employee and what the Board receives from Workers' Compensation Board shall be deducted from the unused sick leave days accumulated by the employee.
- b) when the unused sick leave days are exhausted, Compensation cheques are forwarded directly to the employee by the Workers' Compensation Board.

14.06

No deduction of pay or sick leave will be made in the case of an employee who, through necessity, has to keep a medical or business appointment during regular working hours, approved by the immediate Supervisor/Principal unless absence caused by such an appointment exceeds two (2) hours, in which **case** sick leave will be deducted for half (1/2) **day** or full day according to the actual time **lost**.

14.07

If the absence is for **two** (2) hours or less, the employee shall be asked to make up **the time lost** if and when possible. Because such an appointment might result in a charge against sick leave allowance, the immediate Supervisor/Principal or designate must be advised by the employee when **he/she** leaves to keep the appointment, **also** when returning to work.

ARTICLE 15 - LEAVES OF ABSENCE

15.01

Leave for Personal Reasons

The Employer may grant a reasonable leave of absence without pay and without loss of seniority if a written application for such leave is approved by the employee's immediate Supervisor/Principal at least fifteen (15) days prior to **the** requested leave,

15.02

Bereavement Leave

Employees shall be granted up to three (3) working days leave of absence with pay following date of death of a parent, spouse, child, sister **or** brother. An employee shall be granted one (1) day bereavement leave in the case of the death of a parent-in-law, sister or brother-in-law, child-in-law, grandparent, grandchild, **fiance(e)** or former guardian. The time required, not exceeding one-half (1/2) day, shall be granted to an employee to **attend** a funeral as a pallbearer. See also Article 14.04 (c) of the Collective Agreement.

When the burial occurs outside the 150 mile radius area of the bereaved's place of work, up to four (4) additional days without pay will be granted.

15.03

Jury Duty or Quarantine

An employee who is **required** to be absent from work because of jury duty or quarantine (as defined by the Medical Officer of Health) shall not be subject to **loss** of payment of salary or deduction from sick leave credits providing that an employee who is on jury duty shall tender all monies received **from** the courts to the Board, less such amounts as are intended for mileage, meals and other stated expenses.

15.04

Pregnancy and Parental Leave

Pregnancy and Parental Leave shall be granted in accordance with the Employment Standards Act.

An employee must:

pay the employee's contributions for benefits, if any, in advance of commencing such leaves in order to **maintain** benefit coverage during pregnancy leave or provide the Board with **written** notice that the employee does not intend to pay the employee's contributions, if any, in advance of commencing such leaves.

Upon request, an extension of up to one (1) year shall be granted to any **employee** who is entitled to statutory pregnancy/parental leave. Upon return to employment, the employee shall be returned to a position for which the employee is **qualified**, at the same level as the position held prior to the leave.

Where an employee officially adopts a child, leave of absence will be granted in accordance with the Employee Standards Act.

15.05

Union Conferences

Upon ten (10) working days advance written notice by the local Union, the Employer shall grant a leave of absence to any member of the bargaining unit who is required to attend Union conferences, seminars, or schools, providing such leave or leaves do not unduly interfere with the Employer's operations. The local Union shall reimburse the Board for the salary involved.

15.06

President's Leave

At the request of the Union, provided three (3) weeks advance written notice is provided, the Board shall grant the President of the Union a leave of absence with pay for the duration of the President's term of office, or any **lesser** period which may be requested by the Union, provided that the Union reimburses the Board for the **salary** and benefits involved. Upon completion of the President's **leave**, the employee shall be returned to his/her previous assignment. Regardless of the length of **the** President's leave, full seniority rights shall be granted.

15.07

At the discretion of the Board, an Employee may be granted an Education Leave of Absence without pay or benefits for up to one year. A written application for leave shall be made to the Director of Education at least four (4) months prior to the proposed commencement of the leave. For ten (10) month employees, it **is** preferable that any leave granted commence at the beginning of, and terminate at the end of, a school term.

For a leave of less than four (4) months, the employee shall be returned to his/her previous assignment; for a leave of greater than four (4) months, the employee shall be returned to a position at the same level as the position held prior to the leave. Regardless of the length of the education leave, full seniority rights shall be maintained.

ARTICLE 16 - PENSION PLAN AND RETIREMENT POLICY

16.01

O.M.E.R.S. and C.P.P.

The Employer shall make the required contribution to the Ontario Municipal Employees' Retirement System on behalf of each eligible employee, according to the terms and conditions of that Plan. The Employer will make the required contributions to the Canada Pension Plan.

16.02

Retirement Age

The normal retirement age is sixty-five (65) years, however, on a year to year basis, the Employer may extend the retirement to a later date by mutual agreement with the employee concerned.

ARTICLE 17 - EMPLOYEE HEALTH BENEFITS

17.01

Benefits and Contributions

The Employer shall provide the following benefits and assume contributions to the following plans in the proportions specified, based upon full-time employment of employees eligible to enroll in such plans.

The Employer shall assume one-half (1/2) of the undernoted percentage premium costs for part-time employees.

The Employer shall contribute the following proportion of premiums.

- a) ~~semi-private~~ hospital coverage... **100%** of required premium.
- b) Major Medical Plan with extension to cover: eyeglasses \$200, hearing aids \$500 every five years, Chiropractic coverage maximum \$225 per person beyond government plan, and Health Care outside Canada. Deductible \$10 single, \$20 family.....90% of required premium
- c) Group Life Insurance - \$10,000 basic life insurance coverage.....100% required premium
 Additional optional Life Insurance coverage at 3 X annual salary80% of required premium
- d) Dental Plan II based on current O.D.A. Fee Guide...90% of required premium. Maximum Orthodontic \$3000. Maximum individual Dental \$2000.
- e) Long Term Disability
 The Board shall provide a Long Term Disability Plan and pay 100% of the required premiums. An employee absent for 75 working days for the same continuing disability shall apply for Long Term Disability benefits and, if eligible for same, will receive benefits under the plan.

Employees who have made application for Long Term Disability and who have not been granted LTD benefits on the 76th day of illness shall continue to receive a salary of seventy (70) percent of wages, deducted from sick leave credits.

Upon approval of Long Term Disability benefits, an employee must reimburse the Board for any salary paid after the 75th day of disability. Upon reimbursing the Board for the monies owed, the appropriate number of sick leave credits shall be reinstated to the employee,

17.02

Right to Change Carriers

The Employer reserves the right to change employee benefits insurers or carriers at any time, providing that ~~the~~ benefits are equal or better.

17.03

Conditions of Employment

a) Joining the Dental Plan

Newly-hired employees must join the Dental Plan selected by the Board if they are eligible as defined by the Plan.

b) Long Term Disability Plan

All present and newly-hired employees shall be covered by the Long Term Disability Plan if they are eligible as defined by the Plan.

17.04

For the purposes of eligibility for benefits coverage under Articles 17.01 (b), (c), (e), an employee's "family" shall include any unmarried children in regular, full-time attendance at a bona fide educational institution, who are dependent upon the employee for support and who are under the age of twenty-five (25).

17.05

The Board shall make available through its insurers optional life insurance coverage for dependent spouses and dependent children (including children who would qualify under Article 17.04) of employees. The following conditions shall apply to such insurance:

- (i) Such insurance shall be in the amount of \$10,000 to a maximum of \$20,000.
- (ii) The employee shall pay the full cost of such insurance and shall pay the premium by means of payroll deduction.

17.06

Ontario Health Insurance Plan coverage is paid 100% by the Board through contributions to the Employer Health Tax.

ARTICLE 18 -WAGES AND ALLOWANCES

18.01

Method of Payment

Employees shall be paid bi-weekly by direct deposit, on Thursdays, in accordance with Schedule "A" which is attached and forms a part of this Agreement. Any employee employed by the Board before January 1, 1997 who receives wages by cheque, shall continue to have the right to be paid accordingly or may choose to accept wage payments through direct deposit.

18.02

Authorized Use of Personal Automobiles

Where employees are required to travel in the performance of their duties, the employee shall be reimbursed at the prevailing Government of Ontario mileage rate for Southern Ontario,

18.03

New or Changed Classifications

The job classifications and their rates of pay are set out in Salary Schedule "A" of this Agreement. Where a new classification is created, an existing classification is changed, or where there is a major change in the duties of a job in any classification, the Employee Relations committee shall meet to discuss the pay level set by the Employer for such new or changed classification. Job descriptions signed by the Superintendent must be submitted at the next round of job evaluation. All classification changes will become effective on the date the job description was signed by the employee's Superintendent. A disagreement is subject to the grievance and arbitration procedure.

Employees whose positions have been downgraded through the Job Evaluation process shall retain their previous rate of pay and receive all negotiated pay increases for the duration of their tenure in the downgraded position.

The Job Evaluation Committee shall consist of three (3) representatives of the Union, three (3) representatives of the Board, with the Manager of Employee Relations and local Union President as the non-voting co-chairs.

18.04

Rate of Pay Following Promotion, Demotion or Transfer

- a) Employees transferred laterally, will maintain their experience level.
- b) Employees transferring to a position with a higher classification level will be paid at the pay rate in the new level that is next higher to his/her old pay rate.

Employees who are due to an incremental increase within two weeks, and are transferred to a position with a higher classification level, will be paid at the pay rate in the new level that is next higher to the incremental rate that was due,
- c) Employees moving down one or more levels due to layoff or by personal choice may be paid at the same experience rate in the new pay level.
- d) Following promotion or transfer, anniversary increments will be paid according to the experience accumulated in the new level as set out in Schedule "A".
- e) Employees whose positions are reclassified upwards shall retain the same experience level for pay purposes.

18.05

Experience Allowance Upon Hire

The Employer may grant an experience allowance to a newly hired employee with previous secretarial or other pertinent experience to a maximum of the six month step of the salary range, provided no more than six (6) months have elapsed since the last such employment.

18.06

Education Allowance

In order to qualify for course reimbursement, ~~an~~ employee must be requested to take a course by the Superintendent in charge and have the approval of the Director.

ARTICLE 19 - RETIREMENT ALLOWANCE

19.01

Conditions for Allowance

An employee is entitled to a retirement gratuity ~~after~~ ten (10) years of continuous, full-time service with the Employer. This gratuity is payable to an employee upon retirement age of ~~sixty-five~~ (65) or retirement under the terms of the O.M.E.R.S. Pension Plan.

Employees commencing employment after December 31, 1978 shall not be eligible for retirement gratuity.

19.02

Calculation Formula

One (~~1~~) percent of salary per year of service with this Board, or its predecessor Boards, up to fifteen (15) years, plus ~~two~~ (2%) percent for each year of such service thereafter to a maximum of fifty (50%) percent of accumulated sick leave credits provided in Article 14.01. Such gratuity must not exceed one-half (1/2) year's salary at the time of ~~retirement~~.

ARTICLE 20 - GENERAL CONDITIONS

20.01

Notice Board

The Employer shall provide a Notice Board upon which the Union shall have ~~the~~ right to post notice of regular membership meetings.

20.02

Copies of Agreement

The Union and ~~the~~ Employer desire every employee to be familiar with the terms and conditions of this Agreement, and the rights ~~an~~ duties under it. For this reason, the Board shall issue a printed copy of the Agreement to ~~each~~ employee and the cost of all copies shall be shared equally ~~between~~ the parties. It is understood that the Agreement will be printed in a Union shop and that the Union shall not be billed for their portion prior to March 15, 1991.

20.03

Introduction to Union

On the first day of employment, a new employee shall be introduced to the Union President or delegate.

20.04

Nothing in this Agreement shall, during the term of the Agreement, prevent the Parties from effecting a change in the Agreement by mutual consent. Any such change shall be in writing and signed by the proper representative of each party.

The conditions of employment may be altered by mutual agreement between the Employer and the Union.

20.05

If employees **are** required to use their vehicles to transport students, the employees should have endorsement **S.E.F. No.37** added to their personal automobile insurance policies.

20.06

The Employer will advise the Union of all newly hired employees, their classification, department and starting salaries. The Employer will advise the Union of **the dismissal or** resignation of **an** employee prior to such dismissal **or** resignation, if possible, or within two (2) working days if such is not possible. The Employer shall provide the Union with a copy of all **job notices**.

20.07

Correspondence

All correspondence between the Parties arising out of this Agreement **or** incidental thereto shall pass to and from the Manager of Employee **Relations** on behalf of the Employer and the Secretary on behalf of the Union, except where otherwise set out in this Agreement or specifically delegated in writing by either **Party**.

20.08

Access to Records

Upon request, an employee shall have the right to see his or her personnel file.

20.09

Letters of Intent

All letters of intent entered into during the term of this Agreement shall form part of this Agreement for the duration of the Agreement.

20.10

Job Classification lists will **be** provided to the Union Executive once re-classifications are finalized and approved.

20.11

When an employee temporarily replaces a higher paid employee for not less than four (4) consecutive working days, the temporary replacement will be paid at the next higher pay rate in the temporary level.

20.12

The Employer agrees to provide a minimum of two (2) staff members in the school on Professional Activity Days.

20.13

School Secretary Absence

If a secretary **is** absent from school due to illness, a replacement will be assigned if the Principal requests assistance.

20.14

Health and **Medical Procedures**

Employees covered by the terms of this Collective Agreement shall not be expected nor required to provide health support services.

ARTICLE 21 - SCHOOL YEAR EMPLOYMENT

21.01

School Year Employment

It is agreed that the Employer may hire, promote and on a voluntary basis, transfer employees into certain positions that will be considered "school year employment". The school year **shall** be considered to ~~be~~ ten (10) months plus up to four (4) weeks. These positions shall be subject to the Collective Agreement with the following additional special conditions:

21.02

Sick Leave

Sick Leave shall be calculated at **2** days per month in accordance with the Sick Leave Plan, i.e. days per year, ~~to~~ a maximum accumulation of **200** days for 10 months staff **and** **220** days for 10 month plus 4 week staff.

21.03

Experience and Increments

Effective June 1, 1991, all employees will receive increment increases on the basis of continuous service.

21.04

Vacations

Vacation pay entitlement shall be added to each regular pay.

Up to two (2) years	- four (4) percent annually
After two (2) years	- six (6) percent annually
After ten (10) years	- eight (8) percent annually
After twenty (20) years	- ten (10) percent annually

21.05

Work Year

The normal work year **shall** be the school year as provided in the Education Act. Employees who work more than the school year shall be paid the respective daily rate. Such additional **periods** worked shall not be considered overtime as defined in Article 11.02.

Anyone hired on the **basis** of a ten month position and ~~who~~ has not previously been required to work in excess of 10 months will be given six (6) months notice before being required to extend their work year.

21.06

Paid Holidays

The annual **salary** includes payment for the paid holidays listed in Article 12 **with** the exception of Canada Day, and Civic Holiday.

21.07

Other Exclusions

In the Collective Agreement, Articles **12.03**, 13.01, 13.02, **13.03** and Article 16.01 (insofar as it refers to the O.M.E.R.S. Pension Plan) are not applicable to school year employment.

ARTICLE 22 - PLACEMENT CLERKS

22.01

Notwithstanding any other section or Article of this Agreement, the applicability of specific terms relating to Placement Clerks shall be in compliance with the following conditions:

- a) The work year shall be the school year as provided in the Education Act.
- i) The work week for Placement Clerks shall be 25 hours.
- b) Vacation pay entitlements shall be added to each regular pay and shall be in accordance with **the following percentages:**

Up to two (2) years..... four (4) percent annually
 After two (2) years.....six (6) percent annually
 After ten (10) years.....eight (8) percent annually
 After twenty (20) years... ten (10) percent annually

- c) Holiday pay shall be in accordance with Article 21.06.
- d) Exclusions
The provisions of article 11, article 12.03 and article 13 do not apply.
- e) The provisions of article 18.01, 18.03, 18.04 and 18.05 shall come into effect one (1) month after the date of Board ratification.

ARTICLE 23 - TERM OF AGREEMENT

23.01

Effective Term

This Agreement shall remain in effect from the 1st day of July 1990 until the 30th day of June 1992 and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing not more than four (4) calendar months and not less than one (1) calendar month prior to the date of its termination of its desire to terminate or amend this Agreement.

23.02

Negotiations

Following receipt of the notice set out in Article 23.01 above, the Parties shall meet within fifteen (15) working days, and every effort will be made to negotiate in good faith.

SALARY SCHEDULE "A"

JULY 1, 1990 RATES (6% ADJUSTMENT)

	BASIC	6 MONTH	1 YEAR	2 YEARS
LEVEL 1	368.34	386.08	403.70	421.21
LEVEL 2	400.40	419.34	438.18	456.93
LEVEL 3	430.30	449.89	470.20	494.62
LEVEL 4	463.41	486.35	507.15	531.32
LEVEL 5	498.41	523.97	548.56	574.80
LEVEL 6	536.13	564.87	593.49	622.17
LEVEL 7	563.94	600.45	637.63	676.97

JANUARY 1, 1991 (30% PAY EQUITY ADJUSTMENT)

	BASIC	6 MONTH	1 YEAR	2 YEAR
LEVEL 1	382.27	401.04	420.25	441.05
LEVEL 2	414.15	434.31	454.96	476.71
LEVEL 3	446.23	467.57	489.85	517.29
LEVEL 4	481.25	505.21	528.71	555.69
LEVEL 5	518.71	544.97	571.42	600.65
LEVEL 6	559.14	588.07	617.66	649.64
LEVEL 7	596.35	630.32	665.41	704.02

JULY 1, 1991 (WITH 5.5% ADJUSTMENT)

	BASIC	6 MTHS	1 YEAR	2 YEARS
LEVEL 1	406.08	426.05	446.51	466.41
LEVEL 2	438.78	460.18	482.13	504.01
LEVEL 3	476.10	498.95	522.81	546.98
LEVEL 4	510.73	536.13	561.18	587.57
LEVEL 5	550.60	578.45	606.56	635.12
LEVEL 6	593.96	624.63	656.06	686.87
LEVEL 7	633.72	669.56	706.62	744.22

SALARY SCHEDULE " A CONTINUED**JANUARY 1, 1992 (WITH FINAL PAY EQUITY ADJUSTMENT)**

	BASIC	6 MTHS	1 YEAR	2 YEARS
LEVEL 1	420.01	441.01	463.06	486.25
LEVEL 2	452.53	475.15	498.91	523.79
LEVEL 3	492.03	516.63	542.46	569.65
LEVEL 4	528.57	554.99	582.74	611.94
LEVEL 5	570.90	599.45	629.42	660.97
LEVEL 6	616.97	647.83	680.23	714.34
LEVEL 7	666.13	699.43	734.40	771.27

NOTE I

If written notice is given that the required satisfactory merit improvement qualification has not been met, increases will be withheld pending attaining such required qualification. The withholding of a merit increment or economic adjustment is grievable.

LETTER OF INTENT

Re: Elementary Secretarial Staffing Ratio

Effective February 1, 1991, the Board agrees to reduce the Elementary Secretariat Staffing Ratios to the following:

Student Enrollment	FTE
Less than 600	1.0 secretaries
601 - 850	1.5 secretaries
851 +	2.0 secretaries

The Board agrees to further reduce the Elementary Secretarial Staffing Ratios to the following formula as quickly as Board funding permits:

Student Enrollment	FTE
Less than 500	1.0 secretaries
501 - 750	1.5 secretaries
751 +	2.0 secretaries

LETTER OF INTENT**Re: Pension Actuarial Study**

In an effort to determine the cost of purchasing past service credit for employees covered under this collective agreement, the Board agrees to request that an actuarial study be undertaken by O.M.E.R.S. The Board agrees to present the findings of this actuarial study to the Union prior to the commencement of the next round of negotiations.

The agreement to undertake the actuarial study should not be construed as an obligation on the part of the Board to purchase past service *for* affected employees.

LETTER OF UNDERSTANDING

Re: Placement **Clerks**

The parties agree that the **salary** of Placement Clerks shall **be** in accordance with Article 22 (e), effective **one** (1) month after the date of Board ratification. Until such **time**, Placement Clerks **shall be paid** at the following rate:

10,673.00/annually - plus negotiated wage settlement

It is agreed the evaluation of Placement Clerks **will** result in the positions's placement on **salary** schedule "A" **and** that **Pay** Equity adjustments **shall** be made in accordance with the Pay Equity **plan agreed** to by the **parties**. Any wage increases which occur as a **result of Pay** Equity **will** be retroactive to January 1, 1990.

LETTER OF INTENT

The parties agree to refer the issues of summer payroll, summer work schedule, and secondary secretaries working alone to a joint committee for review and recommendation. The committee shall be comprised of two (2) representatives of the Union, two (2) representatives of the Employee Services department and two (2) principals.