COLLECTIVE AGREEMENT

Between

THE DURHAM DISTRICT SCHOOL BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 218
OFFICE/CLERICAL/TECHNICAL UNIT

March 1, 2002 to February 28, 2003

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COLLECTIVE AGREEMENT

between

THE DURHAM DISTRICT SCHOOL BOARD

(hereinafter termed "the Board")

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL NO. 218

(OFFICE, CLERICAL, TECHNICAL)

(hereinafter termed "the Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 **The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and its employees, 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 AND NEGOTIATIONS

2.01 **The Board recognizes the Canadian Union of Public Employees as the sole and exclusive Bargaining Agent for all Office, Clerical and Technical employees of the Durham District School Board, and the parties recognize the exclusions from the Bargaining Unit which exist as of the effective date of this Collective Agreement.**

Such employees consist of all job classifications under Schedule "D".

2.02 **The Board agrees to negotiate with the Union and any authorized committee thereof in any and all matters affecting the relationship between the parties.**

ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS

3.01 **The Union acknowledges that it is the exclusive function of the Board, among others, and subject to the provisions of this agreement to:**

(a) **maintain order, discipline and efficiency;**

(b) **hire, retire, discharge, direct, transfer, classify, promote, demote or discipline employees, provided that a claim of discriminatory classification, promotion or transfer, or a claim that an employee has been discharged or disciplined without just cause (subject to a lesser standard for probationary employees pursuant to article 9.07), may be subject to a grievance and dealt with as hereinafter provided; and**

(c) **administer and manage all the affairs of the Board.**

ARTICLE 4 - NO DISCRIMINATION

4.01 The Board and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, colour, age, sex, political or religious affiliation, or by reason of membership or non-membership in the Union.

ARTICLE 5 - UNION SECURITY

5.01 It is agreed by the parties hereto that all employees eligible to be in the Union and who have completed one (1) month employment will be required to pay to the Union an amount equal to the current monthly Union dues, whether a member or not, as long as the Union is the recognized bargaining agent.

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

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 The Board agrees to deduct from the wages of each employee who is eligible to be a member of the Union, a sum equal to the current monthly dues, and to remit the monies so deducted to the Secretary-Treasurer of the Union normally by the end of the month in which dues are deducted but in no case later than the fifteenth (15th) day of the month following, accompanied by a list of all employees from whose wages the deductions were made and the addresses of all new employees added to the list. The Union agrees to keep the Board informed as to the name and address of the proper officer of the Union. The Union also agrees to provide the Board with thirty (30) calendar days notice of any change in the amount of the dues to be deducted.

6.02 Dues Receipts

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

ARTICLE 7 - BOARD/UNION RELATIONS

7.01 Correspondence

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

7.02 Labour/Management Committee

(a) At the request of either the Union or the Board, up to four (4) representatives of each of the parties will meet during the term of the collective agreement to discuss issues related to the workplace which are not the subject of a grievance and which are not being dealt with in collective bargaining. The frequency of the meetings will be determined by the parties.

(b) The President of Local 218 is entitled to attend all meetings of the Labour/Management Committee, as well as other meetings between the Board and any committee of the Union.

7.03 Participation of the Local President at the meeting(s) specified in 7.02 and 8.01 is understood to be in addition to the four (4) employee members.

ARTICLE 8 - UNION COMMITTEE

8.01 The Board acknowledges the right of the Union to elect or otherwise appoint a Union Committee to be comprised of four (4) employee members to be representative of the employees throughout the Board's jurisdiction. The Board will recognize and bargain with this committee on any matter properly arising from time to time under the terms of and during the continuation of this agreement. The Local Union President shall be allowed to attend meetings between the Board and the Union for purposes of negotiations, the grievance meetings immediately preceding arbitration, arbitration hearings, and other meetings properly arising under the terms of this collective agreement.

The Union agrees to supply the Board with the names of the members

constituting the Committee, and to keep such list up-to-date at all times.

8.02 Each member of the Committee will represent a defined area of the Board's operation. The area in which each is to operate shall be communicated to the Board, in writing, by the Union.

ARTICLE 8 - UNION COMMITTEE (cont.)

8.03 The Union recognizes and agrees that members of this Committee have regular duties to perform in connection with their employment and, therefore, the business of administering this agreement will be attended to with the least possible interference with their regular duties.

8.04 Absence from Regular Duties for Committee Business
Whenever possible, a committee member will obtain permission from the Manager of Employee Relations/Services before leaving regular duties and will give a reasonable explanation as to the length of time spent in the performance of regular Union duties. Such permission shall not be unreasonably withheld, although it is understood that matters that can be dealt with outside of the employee's working hours shall not require the committee member to be absent from his or her workplace during working hours. Where it is not possible to obtain permission in advance the committee member will notify the Manager of Employee Relations/Services as soon as possible afterward.

8.05 It is agreed that members of the Committee shall be recompensed at their current wage rate for time spent in negotiations during regular working hours up to and including the conciliation officer stage.

8.06 It is mutually agreed that an employee shall not be eligible to serve as a member of this committee, or as a member of any committee established under this agreement, until she/he has had six (6) months service with the Board.

8.07 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Board.

ARTICLE 9 - SENIORITY

9.01 All employees covered by this agreement who have completed their probationary period shall have their names placed on the seniority list indicating the number of hours of employment since the last date of hire. The number of hours of

employment calculated shall assume that all employees work on a twelve (12) month or fifty-two (52) week basis. For purposes of this article, "hours of employment" shall include time absent on leaves of absence with pay, on Workplace Safety & Insurance benefits or leaves without pay where such is required under the terms of this collective agreement, sick leave, vacation time and statutory holidays. All seniority from July 1, 1976 shall be calculated in accordance with this section.

Employees absent due to L.T.D. shall continue to accumulate seniority for a maximum of one (1) year while on Long Term Disability.

9.02 Seniority lists will be revised and a copy given to the Union and a seniority list will be made available to each school on March 15th of each year. These lists will include the name of the employee, department and/or school, wage group and seniority as of February 28th in accordance with Section 9.01. Information relative to the seniority list will be supplied at the request of the Recording Secretary of the Union within a reasonable length of time.

ARTICLE 9 - SENIORITY (cont.)

9.03 When a new employee is hired, the employee shall be on probation for a period of seventy (70) working days. Employees retained past the seventy (70) working day probationary period shall have their names placed on the seniority list and be credited with seniority in accordance with section 9.01.

9.04 Temporary employees may be hired by the Board for a period of up to six (6) months for relief work or during peak periods, or for a period of up to twelve (12) months to replace an employee absent on a Pregnancy Leave and/or Parental leave and Extended Leave, and during these periods they will not be subject to the terms of this agreement except as to the wage rate and the check-off provision as provided for in Section 5.01. It is understood, however, that employees on lay-off, and in all cases having the required qualifications and experience for the job, will be recalled before any new temporary employees are hired under this section. The periods noted above may be extended by mutual agreement. The Union shall be advised of temporary appointments under this section.

9.05 Transfer to Non-Bargaining Unit Positions

(a) The selection or appointment of an employee for any position not subject to this Agreement is not covered by this Agreement. If an employee permanently transfers to a non-bargaining unit position, with the Board, then fails to qualify during the seventy (70) working-day trial period, she or he will be returned to a bargaining unit position according to Article 12.08. The employee's seniority will then continue as if the employee had not transferred out of the bargaining unit.

If an employee is returned to the bargaining unit, after the seventy (70) working-day trial period, the employee's seniority shall resume at the point the employee had before the transfer out of the bargaining unit.

When an employee temporarily transfers to a non-bargaining unit position,

the employee will continue to accumulate seniority while in the non-bargaining unit position for up to and including twelve (12) months unless agreed otherwise between the Board and the Union. The employee will also continue to pay union dues at the rate last assessed. After the twelve (12) month period, the employee's seniority will be frozen until the employee returns to a bargaining unit position.

(b) For all employees who transferred out of the bargaining unit prior to January 1, 1999, and who are later transferred back to a position within the bargaining unit, seniority shall be calculated to include all service with the Board.

ARTICLE 9 - SENIORITY (cont.)

9.06 Employees transferring from non-bargaining unit positions will be given a seventy (70) working day trial period. If the employee fails to qualify for the position, the employee will be transferred back to a non-bargaining unit position. An employee on trial may discuss the transfer out of the bargaining unit with the Board or its appointee, but the transfer cannot be taken to arbitration.

9.07 All employees, including probationary employees, have recourse to the grievance procedure if disciplined or discharged. However, the standard for discharging a probationary employee will be a lesser standard than for those employees who have successfully completed the probationary period. Probationary employees may be discharged for unsuitability and/or unsatisfactory performance.

9.08 Seniority on Transfer for Accommodation Purposes

The parties hereto agree that an employee transferring from one CUPE, bargaining unit to another under "Duty to Accommodate" shall carry with her or him full credit for seniority and service earned while in the former CUPE bargaining unit(s). The Board will consult with the Local President and the bargaining unit committee regarding permanent placements within that bargaining unit under "Duty to Accommodate".

ARTICLE 10 - LOSS OF SENIORITY

10.01 Seniority rights (and an employee's employment) shall be terminated if the employee:

(a) leaves the employ of the Board;

(b) is discharged and the discharge is not reversed through the grievance procedure;

(c) is laid off continuously for a period of more than eighteen (18) months;

or;

(d) is absent for more than three (3) working days without securing a leave of absence from the Manager of Employee Relations/Services or without giving a reason satisfactory to the Board.

ARTICLE 11 - LAY-OFFS AND RECALLS

11.01 The Board agrees that, in the event of a lay-off, employees shall be laid off in the reverse order of their occupational seniority, but may accumulate up to six (6) months seniority while on lay-off. Where it is necessary to recall former employees, they shall be recalled in the reverse order to which they were laid off, with the exception of employees with special skills or aptitudes, so long as such special skills or aptitudes relate to the job classification affected.

An employee's occupational seniority shall be the employee's total seniority with the Board and shall be so credited after the seventy (70) working day trial period in the case of a position transfer or bid, or after the probationary period in the case of a newly-hired employee being placed on the job. During the seventy (70) working day period, the employee's occupational seniority will remain in the former job classification.

11.02 (a) Full-Time Employees

An employee whose hours are to be reduced by five (5) hours or more per week, or an employee whose position has been made redundant or who is subject to lay-off, may choose to displace the least senior person who has less seniority in the same job classification. If there is no one with less seniority in that job classification, the employee may choose to displace the least senior person who has less seniority in the same wage group, or if there is no one with less seniority in that wage group, in the next lower wage group, provided that such employee is qualified and is able to perform the work of the displaced employee. This process may continue down through each subsequent wage group until the employee is successful in securing a position or is laid off.

(b) Part-Time Employees

A part-time employee whose regularly scheduled hours would be reduced by three (3) hours or more per week, or whose position has been made

redundant or who has been laid off, shall have the right to bump the least senior employee working in the same job classification at the same hours per week, if possible. If the employee's seniority does not entitle the employee to bump another employee at the same hours per week, the employee shall have the right to bump the least senior employee working the closest number of hours below the hours which the employee was previously working. The employee thus displaced shall be entitled to repeat the above procedure and the employee subsequently displaced will be required to fill the original vacancy where one exists or accept a lay-off where no vacancy exists if the employee does not want to fill the original vacancy.

11.03 It is understood that employees in "ten month" positions do not have the right to bump twelve month employees in relation to the summer lay-off.

ARTICLE 11 - LAY-OFFS AND RECALLS (cont.)

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

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

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

It is also understood that, in its role of reviewing lay-offs, the committee through

its representatives may exercise a discretion to waive job postings in appropriate circumstances.

Persons who are normally employed on a less than twelve (12) month basis are not to be regarded as laid off, for the purposes of this paragraph (11.04), during the period of the year when they are not required to be at work.

ARTICLE 12 - JOB POSTING

12.01 Immediately upon the Board becoming aware that a new position is about to be created, or that a vacancy has occurred or is about to occur, the Board will notify the Union in writing and post notice of the position in all of the Board's offices (school and administration) for five (5) working days in order that all employees will know of the vacancy and be able to make written application for same. This shall be limited to three (3) (original plus two) postings on each original vacancy.

Following the postings, the employer agrees to consider written employee requests for transfer to all positions when they become vacant prior to hiring new employees. The employee will be considered according to the measurement set out in Article 12.03. Such employee's written request should be addressed to and kept on file by the Employee Relations/Hiring Department.

ARTICLE 12 - JOB POSTINGS (cont.)

12.02 Such notice shall contain the following information:
job description; location of the open position; required knowledge, education, experience, ability, and skills; wage group; minimum to maximum wage rate; hours of work; and approximate commencement date.

12.03 As between two or more applicants who have the ability to do the job and meet the qualifications for the position, and are relatively equal as to merit and experience, the applicant with the most seniority shall be given the position. Normally within ten (10) working days of the close of the posting date, the successful applicant and the Union will be notified accordingly.

12.04 If no applications are received by 10:00 a.m. of the fourth (4th) day following the posting date, the Board may start proceedings to secure applications from outside labour sources.

12.05 The Board reserves the right to hire outside help provided, in its opinion, the applicants are not capable of performing the work required. If, in the opinion of the Union, the Board has not given consideration to all the relevant facts, the matter may be subject to the grievance procedure.

12.06 It is agreed that successful applicants of the job-bidding procedure or new employees will not be permitted to apply for other positions for a period of one (1) year after the date they start in the new position except by written permission

from the Board, or except when a position for which they have successfully applied disappears within the one (1) year period. The one (1) year limitation shall apply in the same manner to transfers made at the employee's request including lateral transfers within the same job classification or to another job classification in the same wage group.

The Union shall receive a copy of all written letters of permission which have been granted by the Board under this Section.

12.07 The Board will send written notification to the unsuccessful, internal applicants within two (2) days after the successful candidate has been chosen, and the right of the employee to grieve shall flow from the date on which they are so advised.

12.08 (a) The successful applicant shall commence the duties and the salary rate of the new position as soon as is practicable, having regard to the needs of the prior position as determined by the Board or its designate. However, should the employee be unable to move to the new position on or about the approximate commencement date of the new position as posted, the employee shall nonetheless be paid at the salary rate of the new position, if that rate is greater, commencing two weeks after the posted approximate commencement date.

<u>ARTICLE 12 - JOB POSTINGS (cont.)</u>

12.08 (cont.)

(b) The successful applicant will be given a seventy (70) working day trial period. If the employee fails to qualify, the employee shall be transferred back to the original job classification and wage rate. If such transfer causes a less senior employee to become surplus, such employee shall then be subject to the lay-off procedure. The position left open by such transfer back shall be subject to the posting procedure.

(c) If the applicant feels unable to continue in the position during the seventy (70) working day trial period, the employee shall be given a letter of permission to apply for other vacant positions.

12.09 <u>New Positions and Re-Classifications</u>

(a) Where new positions are created or significant changes are made to a current position, the Board will so advise the Union, and the position described by the Board shall be evaluated in accordance with Schedule

"D", Part B.

(b) Where a position, created after the effective date of this agreement, poses the question as to its inclusion or exclusion in the bargaining unit, the question may be resolved through the Grievance Arbitration Procedure and/or an application to the Ontario Labour Relations Board.

12.10 A vacancy created by the absence of an ill or disabled employee will be posted or in any event, treated as a permanent vacancy at the point in time when the absent employee first receives benefits under the Long Term Disability Plan, Workplace Safety & Insurance Disability Pension, or is receiving Workplace Safety & Insurance benefits for a period of one and one-half (1½) years.

Should the employee recover and be capable of performing the duties in the job classification previously held, the employee shall be entitled to fill any suitable vacancy in that job classification available at the time. If a suitable vacancy is not available, the employee shall be entitled to displace the least senior employee in that job classification within the geographic area, provided the employee has greater seniority.

12.11 Debriefing

An employee who has applied for a new position or vacancy in accordance with Article 12.01 and has not been successful shall be given the opportunity of a debriefing session if she/he so requests.

ARTICLE 13 - COMPLAINT AND GRIEVANCE PROCEDURE

13.01 Matters pertaining to the interpretation or application of this agreement, together with complaints and grievances, shall be discussed and adjusted by the Board's designated representatives and the union committee.

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

Informal Step

Prior to filing a personal grievance, on a matter that is other than disciplinary, as hereinafter provided, an employee shall normally attempt, by informal discussion with his/her immediate supervisor, to resolve any matter which could be the subject of a grievance. In this discussion, the employee may be accompanied by a Union representative, and the immediate supervisor may be assisted by the appropriate unit Manager. This must take place not later than five (5) working

days following the date of the incident giving rise to the potential grievance. The Employer's response must be made not later than three (3) working days following the discussion.

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

Step 1

The grievance of an employee shall be stated in writing on a standard form supplied in triplicate by the Union which shall be completed as indicated on the form and signed by the employee and the union officer. The form will then be presented to the Manager of Employee Relations/Services who will state his/her decision in writing within seven (7) working days of receipt of the grievance.

Step 2

If the decision of the Manager of Employee Relations/Services is not satisfactory to the employee concerned, the matter will be referred to the Superintendent of Education/Employee Relations, or designate, with a copy to the Manager of Employee Relations/Services, and the Union Committee, and the Superintendent or designate shall convene a meeting. The Superintendent or designate shall notify the Union, within four (4) working days, of proposed dates for a Step 2 meeting, which shall be scheduled on a mutually agreeable date. At this meeting a representative of the Canadian Union of Public Employees may be present if either party requests such presence.

The Superintendent of Education/Employee Relations, or designate, shall give a decision to the Union Committee within seven (7) days after the meeting. If the Superintendent's decision at this stage is not satisfactory to the Union Committee, then the grievance may be referred to arbitration as hereinafter provided.

ARTICLE 13 - COMPLAINT AND GRIEVANCE PROCEDURE (cont.)

13.03 It is mutually agreed that no grievance shall be considered, the alleged circumstances of which originated or occurred ten (10) days prior to its original presentation except in the case of grievances regarding wages which shall have a time limit of thirty (30) days from date of receipted acknowledgement of earned wages.

13.04 (a) The Board agrees to recompense committee members at their current

wage rate for a reasonable amount of time spent in dealing with grievances. This is to apply to time spent in dealing with complaints or grievances in the office during the employees' regular working hours and further includes time spent on grievances after they have reached the arbitration stage (provided the Board does not have to supply a replacement for a committee member).

(b) The Board agrees to allow a Grievor with an Individual Grievance to take an unpaid leave of absence for one-half day (½ day) prior to a scheduled and confirmed first date of an arbitration hearing into the employee's Individual Grievance, as long as the Manager of Employee Relations/Services receives a request in writing from the Union a minimum of five (5) days in advance of the requested leave, with a copy to the Manager of Employee Relations/Labour & Legal. The employee will be paid his or her salary by the Board, which will be reimbursed in full by the Union in a timely manner.

13.05 Any of the times mentioned in the grievance or arbitration proceedings may be extended by mutual agreement in writing.

13.06 It is agreed by the parties that any grievance not processed from one step to another or to arbitration within ten (10) days of the prior answer shall be deemed to have been dropped by the party instituting the grievance.

ARTICLE 14 - POLICY GRIEVANCES

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

(a) incorrect interpretation or administration of the agreement which may affect the collective bargaining interests of the bargaining unit or the Board; or

(b) other actions which may affect the collective interests of either party; or

(c) a breach of an announced policy of the Board concerning benefits established under the collective agreement.

A policy grievance shall be filed at Step 2 of the grievance procedure as outlined in Article 13.

ARTICLE 15 - ARBITRATION

15.01 Should the grievance be unresolved following receipt of the answer at Step 2, or should such answer not be given within the required time, either the Bargaining Unit or the Board may submit the grievance to arbitration. The referral to arbitration must be in writing and received by the other party no later than ten (10) working days after the expiry of the Step 2 time limit.

When either party requests that a grievance be submitted to a single arbitrator, the written referral to arbitration shall include the names of three arbitrators. Within five (5) working days following receipt of the referral, the other party shall respond in writing, agreeing to one of the named arbitrators, or with a list of three alternative suggestions. If the responding party does not agree to one of the three, the parties may exchange further names until agreement is reached, or at any time after the initial exchange of lists, if agreement is not reached, either party may refer the matter to the Minister of Labour for appointment of an arbitrator whose name has not appeared in the exchanges between the parties under this provision.

15.02 (a) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single arbitrator. In that event, the referral to arbitration [see 13.02, Step 2] shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.

(b) The two nominees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. The Chair may be a person from the agreed list [see 15.01], although that is not required. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.

(c) The provisions of 15.04 and Article 16 related to a single Arbitrator shall similarly apply to a Board of Arbitration.

15.03 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, or administration of this agreement, which cannot be settled after exhausting the grievance procedure, will be settled by arbitration as defined herein, and in accordance with the Ontario Labour Relations Act.

15.04 Limitations Upon Arbitrator

(a) An arbitrator shall not be authorized to alter, modify, amend or add to any part of this agreement.

(b) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless the parties request his or her assistance as a mediator prior to the commencement or in the course of an arbitration hearing.

(c) Each party shall be responsible for an equal share of the fee and expenses of the arbitrator. If a grievance is heard by an Arbitration Board rather than by a single arbitrator, each party shall be responsible for the expenses of its own nominee to the Board of Arbitration.

(d) At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties, or the Arbitrator, to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 16 - DISCHARGE CASES

16.01 An employee claiming to have been discharged without just cause may lodge a grievance if a written statement of such grievance is lodged with the Board's Grievance Committee or its appointee within three (3) working days of discharge. The Board agrees to notify the Union immediately of any discharge. Step 1 of the grievance procedure shall be omitted in such cases.

16.02 Such special grievance may be settled by confirming the Board's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator if the matter is submitted to Arbitration.

16.03 When a meeting is scheduled with an employee to discuss the imposition of formal discipline, the employee may be accompanied by a member of the Union Committee, if the employee so wishes.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.01 (a) For employees in elementary school offices, the normal hours of work shall be thirty-five (35) hours per week worked in five (5) days of seven (7) hours each, Monday to Friday inclusive.

(b) For employees in the Administrative Offices (except for shift workers) the normal hours of work during the school year (September - June) shall be thirty-five (35) hours per week worked in five (5) days between 7:30 a.m. and 5:00 p.m. Monday to Friday as determined by Management.

(c) For employees in secondary schools, the starting and stopping times per day shall be set by the Principal of the school as authorized by the Director of Education. The maximum normal work week shall consist of thirty-six and one-half (36½) hours. This arrangement is to provide "make up time" for the non-working period during the Christmas and mid-winter breaks.

(d) Elementary school employees starting and stopping times regarding the school year (September to June) shall be at the discretion of the Director or Education and the Principal of each school.

(e) Effective for the 2000/2001 school year and every year thereafter, elementary school secretaries shall report to school five (5) working days prior to the day students are scheduled to return to school. They shall remain at school five (5) working days after the last official school day at the end of the school year.

17.02 Overtime

Where conditions necessitate overtime, as hereinafter defined, and where such overtime is authorized, such overtime will be paid at the rate of one and one-half (1½) times the published wage rate for the first four (4) hours, and double the published wage rate after four (4) hours in any one scheduled day or shift, Monday to Friday.

17.03 Employees shall not be laid off during regular scheduled hours to avoid being paid overtime rates.

17.04 In the case of employees in school offices, attendance at "Annual Commencements" and "Parents' Nights" will be considered as overtime. Any regular day shift employee required to work for the Adult Evening Classes will be paid at the regular overtime rates.

17.05 Overtime Rates on Saturdays, Sundays and Paid Holidays

All time worked on Saturdays shall be paid at the rate of one and one-half (1½) times the published wage rate for each hour worked. All time worked on Sundays shall be paid at the rate of double the published wage rate for each hour worked. Any employee who is required to work on a paid holiday shall be paid at double the published wage rate for every hour worked in addition to receiving straight time for the paid holiday.

ARTICLE 17 - HOURS OF WORK AND OVERTIME (cont.)

17.06 Notification of Overtime Work

The Board agrees that employees will be notified twenty-four (24) hours in advance (except in cases of emergency) of any night activity in the schools or offices of the Board where it is necessary to have an employee in attendance.

17.07 Overtime for Part-time Employees

The hours of work for part-time employees shall be set in accordance with the requirements of the Board with overtime applying for any work performed over seven (7) hours per day or thirty-five (35) hours per week.

17.08 Call-In Pay

An employee called back to work after the completion of the employee's normal shift shall receive the greater of three (3) hours at straight time or time and one-half (1½) for all hours actually worked. It is understood that this shall not apply where the employee is called in early to report for a regularly scheduled shift, or where the employee stays on from the normal shift to work overtime directly following the shift.

17.09 Hours of Work - Part-time Employees

A part-time employee of the Board shall be allowed to work up to 24 hours per week at more than one location in the Board and gain seniority for same, provided:

(a) that at no time will the two positions be interpreted as a single position;

(b) that any difficulties in scheduling may, at the discretion of the appropriate principal, cause the incumbent to relinquish one of the part-time positions;

(c) that any increase in hours that results in the accumulated hours of the two positions exceeding 24 hours, the incumbent shall relinquish one of the part-time positions.

ARTICLE 18 - VACATIONS FOR FULL-TIME EMPLOYEES

18.01 (a) Vacation for Employees in 12-Month Positions

A full-time twelve (12) month employee shall be granted an annual vacation with pay according to the following schedule:

(i) Less than three (3) years of service by June 30: one (1) day for each complete month of service up to a maximum of ten (10) days with pay.

(ii) After three (3) years of service by June 30: three (3) weeks at normal pay.

(iii) After nine (9) years of service by June 30: four (4) weeks at normal pay.

(iv) After eighteen (18) years of service by June 30: five (5) weeks at normal pay.

(v) After twenty-five (25) years of service by June 30: six (6) weeks at normal pay.

All vacation will be normally taken during the months of July and August and during the Christmas and March school breaks unless otherwise mutually agreed. Request for vacations at other times shall be made in writing to the employee's supervisor at least thirty (30) days prior to the time desired. Approval in writing shall be forwarded to the Manager of Employee Relations/Services.

It is understood that to be eligible for payment for vacations on the above schedule, an employee must have been paid for at least 1,540 hours (or a proportional amount if the normal hours of work are more or less than thirty-five (35) per week) on regular pay together with sick pay in the preceding twelve (12) month period ending on June 30th. If the employee has worked less than 1,540 hours (or the proportion thereof) then vacation pay shall be based on a percentage as follows:

4% of gross earnings as stipulated below (two [2] weeks vacation)
6% of gross earnings as stipulated below (three [3] weeks vacation)
8% of gross earnings as stipulated below (four [4] weeks vacation)
10% of gross earnings as stipulated below (five [5] weeks vacation)
12% of gross earnings as stipulated below (six [6] weeks vacation)

Gross earnings shall mean a sum equivalent to the number of hours paid for in the preceding twelve (12) month period ending on June 30th, multiplied by the rate of pay effective as at the date the employee takes the vacation.

The vacation year shall be calculated from July 1 to June 30, and vacation entitlement accrued during that year must be used in the vacation year following.

ARTICLE 18 - VACATIONS FOR FULL-TIME EMPLOYEES (cont.)

18.01 (b) Preference in Summer and School Break Vacations

All full-time employees in twelve (12) month positions may, whenever conveniently possible, be granted the summer or school break vacation period preferred by the employee or at such time as may be mutually agreed upon by the Manager of Employee Relations/Services and the employee. Vacation requests for summer or school breaks must be submitted to the Department Manager/Principal by April 30th, for the next vacation year (July 1st - June 30th). Approval of vacation dates shall be determined by seniority with the Board.

Requests received after April 30th shall be granted at the discretion of the Department Manager/Principal or their designates. Employees transferring through the job posting procedure to a unit or department on or after April 30th may be required to alter their vacation time to accommodate the needs of the unit or department to which the employee transferred.

18.02 A regular employee voluntarily leaving the service of the Board at any time in the holiday year before vacation shall be paid in accordance with the following schedule:

(a) Those employees entitled to receive two (2) weeks vacation or less to receive 4% of regular salary to date of termination in current holiday year.

(b) Those employees entitled to receive three (3) weeks vacation to receive 6% of regular salary to date of termination in current holiday year.

(c) Those employees entitled to receive four (4) weeks vacation to receive 8% of regular salary to date of termination in current holiday year.

(d) Those employees entitled to receive five (5) weeks vacation to receive 10% of regular salary to date of termination in current holiday year.

(e) Those employees entitled to receive six (6) weeks vacation to receive 12% of regular salary to date of termination in current holiday year.

Any holiday year will be from July 1st to June 30th of the following year.

18.03 Twelve (12) month employees of secondary school offices shall be paid for the Christmas and mid-term breaks when those offices are closed.

Ten (10) month employees of secondary school offices will be paid for the same breaks when offices are closed but will receive only 10/12ths of the normal vacation pay entitlement.

ARTICLE 18 - VACATIONS FOR FULL-TIME EMPLOYEES (cont.)

18.04 Vacation For Full-Time Employees In Less-Than -Twelve (12)-Month Positions:

A full-time employee assigned to a Less-Than-Twelve (12)-Month position shall have a vacation entitlement based on the twelve (12) month employee entitlement in article 18.01 (i) through (v), but pro-rated to the portion of the year they are regularly scheduled to work [e.g. 10/12ths to 10.75/12ths].

As part of vacation, an employee will receive the Christmas break and mid-winter break with continuation of normal pay, taking into account the statutory holidays which fall during these periods. Where a full-time employee has a vacation entitlement in excess of the number of days required to maintain normal pay during the school breaks, out-of-season vacation may be requested from the Manager of Employee Relations/Services, with a copy to the employee's supervisor, at least thirty (30) days in advance of the desired vacation period. Out-of-season vacation may be granted only in exceptional circumstances and to a maximum of five (5) days in the school year, having regard to operational and school needs.

Should a further positive adjustment be necessary, effective as of the 2002/2003 school year, it shall be made on the first regular pay date in June. Should a negative adjustment be necessary, it shall be divided equally and deducted from the last two (2) regular pays.

18.05 Paid Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, an additional day's vacation will be granted for each such holiday, in addition to the regular vacation time. It is understood, however, that where an employee is paid for Christmas and mid-term breaks, there shall be no extra payment for specified holidays occurring in those periods.

18.06 The Board agrees that no employee shall be directed to use unscheduled vacation time rather than draw on available sick leave credits in the event the employee becomes ill and requires time off.

Where an employee is granted an unscheduled leave for illness, bereavement or any other purpose and such leave commences immediately prior to the commencement of the employee's scheduled vacation, the vacation period shall be re-scheduled upon the employee's return to work after the completion of the unscheduled leave.

ARTICLE 19 - PAID HOLIDAYS

19.01 The Board agrees to pay each full-time employee a sum equivalent to the employee's current daily rate of pay for the following holidays:

New Year's Day	**Labour Day**
Good Friday	**Thanksgiving Day**
Easter Monday	**Remembrance Day**
Victoria Day	**Christmas Day**
Dominion Day	**Boxing Day**
August Civic Holiday	**Heritage Day**

under the following conditions:

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

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

19.02 Time off with pay will be granted on the working day preceding Christmas and on the working day preceding New Year's Day effective from 12:00 Noon. This will apply to the Administration staff only. It is understood, however, that school employees will leave when school is dismissed for the Christmas vacation and at the time determined by the Principal, such time not to be more than one (1) hour following dismissal.

19.03 It is clearly understood that employees employed on a less than twelve (12) month basis will not receive Civic Holiday or Labour Day Holiday pay unless they

meet the requirements under Section 19.01.

19.04 If Heritage Day and/or Remembrance Day are not declared, a floating holiday(s) shall be granted in each year of the agreement on a date(s) to be mutually agreed between the Board and the Union.

Effective the 2003/2004 school year, the Board agrees that the floating holiday(s) referred to above shall be granted for elementary school secretaries between Christmas and New Years.

19.05 Remembrance Day and Heritage Day as set out in Section 19.01 will be eliminated for Secondary School employees and substituted to allow for the continuation of Section 17.01 (c) for the same group.

ARTICLE 20 - SICK LEAVE AND RETIREMENT GRATUITY PLANS

Sick Leave Plan -- Schedule "A" attached hereto.
Retirement Gratuity Plan -- Schedule "B" attached hereto.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 A leave of absence without pay, but without loss of seniority, will be granted to a union member to attend business meetings and conventions of the Union, provided that two (2) weeks prior clear notice, in writing, of the desire to obtain such leave of absence shall be given to the Superintendent of Education/Employee Relations or designate, and provided also that the leave of absence shall be limited to four (4) persons at any one time for periods of up to ten (10) days duration, and provided such persons are not from the same school or department. Such leave is to be granted not more than twice in any one year. Employees on leave of absence, without pay, for Union business will receive their regular pay and benefits for such period of absence, and the employer shall bill the Treasurer of the Local for all wages and benefits received during such absence.

21.02 The Board may grant a leave of absence, without pay or without loss of present seniority or occupational classification, to any employee requesting such leave for good and sufficient cause.

21.03 <u>Pre-Planned Leave of Absence Without Pay for Union Business</u>
A committee member may be granted an unpaid leave for purposes of performing

Union business on behalf of the bargaining unit where the Manager of Employee Relations/Services has received and approved a written request from the Union at least five (5) days in advance of the requested time off, on the following terms and conditions:

1. A committee member on leave of absence without pay to perform Union business on behalf of the bargaining unit will receive his or her regular hourly wage and benefits for such period of absence and the employer shall bill and be reimbursed all wage and benefits costs in a timely manner by the Treasurer of the Local;

2. A written request for unpaid union leave will include the reason(s) why the committee member requires the leave to perform union duties on behalf of the bargaining unit during the committee member's regular working hours;

3. In addition to the foregoing, the Board agrees to grant up to a maximum of three (3) days of unpaid leave per school year for discretionary union purposes [i. e. one (1) person off for three (3) days or three (3) off for one (1) day, etc.]. Discretionary union leave shall be granted only for a full day of absence and the Union shall be invoiced and shall reimburse the Board for the cost of the employee's salary and benefits;

ARTICLE 21 - LEAVE OF ABSENCE (cont.)

4. No more than two (2) committee members of the bargaining unit will be granted an unpaid leave of absence for union business on behalf of the bargaining unit at any one time, except for purposes of a Union provincial or national convention or meeting, in which case up to four (4) committee members may be approved for leave up to a maximum of ten (10) consecutive days each to attend. Exceptions to the two (2) committee member limit may be approved by the Manager of Employee Relations/Services or designate, in the exercise of his or her sole discretion.

21.04 The Board will grant a leave of absence for a maximum of two (2) years to any employee who requests such leave by reason of election or appointment as an officer of the Union without pay and without loss of seniority or occupational classification. Any such requests together with requests for extensions shall be in writing addressed to the Superintendent of Education/Employee Relations or designate.

21.05 Applications for a leave of absence (without pay) shall be submitted to the Manager of Employee Relations/Services at least four (4) weeks prior to the commencement of such leave except for leave as noted in Section 21.01, 21.03, 21.09 and except in extenuating circumstances.
Where the leave granted is for twelve (12) months or less, the employee shall return to the position held prior to going on leave. Where the leave is in excess of twelve (12) months pursuant to articles 21.03 or 21.10, the employee on return will be entitled to displace the least senior employee in the job classification held

by the employee prior to going on leave.

21.06 The employee will accumulate seniority during any leave of absence to a maximum of twelve (12) months.

21.07 <u>Jury Duty</u>
When an employee is summoned for jury duty, the Board agrees to compensate the employee for the difference between the pay the employee would have received while working and the fee procured from the Court. Employees are to report back to work within two (2) hours if not chosen as a juror.

ARTICLE 21 - LEAVE OF ABSENCE (cont.)

21.08 <u>Compulsory Quarantine</u>
Salary for time lost due to compulsory quarantine shall be paid to employees when certified by the local Medical Officer of Health, and is not chargeable to sick leave.

Nothwithstanding the foregoing, an employee who is temporarily prohibited by her or his physician from entering a particular area or building due to the presence or suspected presence of an organism or illness of a temporary nature shall so notify the Manager of Employee Relations/Services, and may be re-assigned as necessary during the period of prohibition. The employee shall be responsible for providing the Board with a medical certificate stating the reason for the prohibition, the nature of and reason for the concern, and the time period for which re-assignment may be necessary.

21.09 (a) <u>Bereavement Leave</u>
An employee shall be granted up to a maximum of three (3) successive working days for leave of absence with pay when a death occurs in such employee's immediate family for the purposes of making the arrangements for or attending the funeral or a formal memorial service. "Immediate family" shall mean: father, mother, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, grandparent, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchild and any other person at the time of demise normally in residence as part of the family

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

A further two (2) days may be granted for compassionate reasons in the event of the death of a spouse, child or parent of the employee.

(b) Graduation Leave
An employee shall also be granted one (1) day off with pay, charged to their sick leave, for purpose of attending the graduation exercises if the employee, employee's spouse or employee's child is graduating from a recognized course of study from a secondary school, college or university.

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

ARTICLE 21 - LEAVE OF ABSENCE (cont.)

(b) Parental Leave
Upon written request, parental leave without pay, shall be granted in accordance with the Employment Standards Act to an employee who has worked for the Board for at least thirteen (13) weeks. The employee must give the Board at least two (2) weeks written notice prior to the start of the parental leave. The parental leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return to work.

(c) Provisions Applicable to Both Pregnancy and Parental Leaves
(i) Seniority shall continue to accrue during a pregnancy leave, and/or a parental leave pursuant to the Employment Standards Act, for a maximum combined total of one (1) year (fifty-two [52] weeks).

(ii) During pregnancy or parental leave, the Board shall continue to make its contributions for the benefit plans provided under 22.01 unless the employee indicates in writing that he/she does not intend to pay their contributions or fails to make such contributions by way of post-dated cheques provided to the Board at the commencement of the leave.

(iii) Where an extended leave has been granted, the employee shall have the

option to continue benefit coverage under Article 22.01 by assuming full premium cost (100%) for the period of the extended leave.

(iv) Notwithstanding Section 21.04, where a pregnancy leave or a parental leave is granted under the provisions of the Employment Standards Act, the employee shall return to the position vacated at the commencement of the leave, if that position continues to exist. Where the position no longer exists, the employee will be returned to the same job classification if available or to a job classification in a lower wage group as a temporary measure, but shall be returned to the job classification vacated at the commencement of the leave when a full-time vacancy occurs.

(v) Sick leave will not be paid during the period of the leave.

21.11 Political Leave

For an employee requiring a leave of absence for the purpose of filling a political office, the Board agrees to grant a leave of absence, without loss of seniority held at time of leave, plus twelve (12) months and without pay, for a period not to exceed the term of office or four (4) years, whichever is less.

21.12 Educational Leave

Effective January 1, 1999, for an employee requiring a leave of absence to attend an educational institution on a full-time basis to upgrade education, the Board agrees to grant a leave of absence, without loss of seniority held at time of leave, plus twelve (12) months and without pay, for a period not to exceed one (1) year.

ARTICLE 21 - LEAVE OF ABSENCE (cont.)

21.13 Supplemental Unemployment Benefits (S.U.B.) Plan

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

1. The object of this S.U.B. Plan is to supplement the E.I. benefits from the Canada Employment Insurance Commission for temporary unemployment caused by pregnancy leave or parental leave for the purpose of adoption.

2. This Plan covers the employees covered by the Collective Agreement between C.U.P.E., Local 218 (Office, Clerical, Technical) and the Durham District School Board.

3. The other requirements for receipt of S.U.B. are:

(a) the employee must be eligible to receive E.I. pregnancy or parental benefits from the Canada Employment Insurance Commission;

(b) an application for S.U.B. must be made by the employee on a form to be provided by the Board and the employee shall provide verification of the approval of the E.I. claim (in the form of his/her E.I. benefit stub and/or by obtaining a computer report from the Commission) indicating the weekly amount to be paid by the Canada Employment Insurance Commission;

(c) the employee shall sign an agreement with the Board indicating:

(i) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board after returning from the employee's pregnancy leave or parental leave (and any subsequent additional leave granted by the Board under the terms of the Collective Agreement) for a minimum period of three (3) months.

(ii) that should the employee not comply with (i) above the employee shall reimburse the Board any monies paid to the employee under this S.U.B. Plan.

4. An employee must have applied for and be in receipt of E.I. benefits in order to receive payments under this S.U.B. Plan.

5. An employee disentitled or disqualified from receiving E.I. benefits shall not be eligible for a S.U.B. A S.U.B. payment shall be made only when it has been verified that the employee has applied for and is in receipt of E.I. benefits.

ARTICLE 21 - LEAVE OF ABSENCE (cont.)

6. An employee shall not have the right to a S.U.B. payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.

7. Other Income: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this Plan.

8. The benefit level paid under this Plan is set at a weekly rate equal to 90% of the employee's weekly insurable earnings as determined by the Canada Employment Insurance Commission. It is understood that in any week the total amount of the S.U.B., E.I. gross benefits and any other earnings received by the employee shall not exceed 95% of the employee's normal weekly earnings consistent with the Canada Employment Insurance Commission regulations.

9. **The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a S.U.B. is payable.**

10. **This Plan shall remain in effect for the term of the Collective Agreement.**

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 **The Board and the Union agree to payment of percentages of premiums for benefits as outlined:**

	Board %	Employee %
Extended Health Benefits	**90**	**10**

- **Major Medical (includes prescription drugs; semi-private/private hospital room; Vision Care to $250 in any 24 month period for prescription glasses/contact lenses**

- **Dental (includes Basic Preventative Services up to $1,000/year - no co-insurance; Major Services up to**

$1,000/year - 50% co-insurance; Orthodontics up to $1,000/year, $3,000 for a lifetime - 50% co-insurance; Effective APRIL 1, 2003 - 2000 O.D.A.

Notes:

1. **Dental recall once per nine (9) month period.**
2. **Out-of-Country Medical Insurance eliminated.**
3. **There is a yearly deductible of $10.00 (single), $20.00 (family) combined for Major Medical and Dental benefits.**

Group Life Insurance and Accidental Death and Dismemberment		
• (coverage is compulsory)	100	0
Long-Term Disability (coverage is compulsory)	0	100

The Board shall continue to pay an amount equal to the employee contribution to O.M.E.R.S. for the Pension Plan.

It is clearly understood that all employees shall join the above plan effective no later than the date of signing of this agreement unless exempted by a specific provision of a particular plan.

Employees on L.T.D. may choose to have the above benefits continued as a package by paying the total amount of the premiums to the Board quarterly in advance unless otherwise provided in the Policy with the carrier.

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

ARTICLE 22 - EMPLOYEE BENEFITS (cont.)

22.02 Group Life Insurance coverage is to be calculated in accordance with the approved policy.

22.03 The Board will continue to contribute towards premiums of benefits to the end of the month in which an employee is laid off. In the case of absence due to illness, the Board's contributions shall continue as long as the employee continues to receive sick pay under Schedule "A". Notwithstanding the above, ten (10) month employees who are laid off during the summer and who are expected to return to work in September will continue to receive the Board's contributions to their benefits.

22.04 Part-time employees (working regularly 24 hours per week or less and a minimum of 3 hours per day) shall be entitled to participate in the Employee Benefit Plans as outlined in Section 22.01, the premiums of which shall be pro-rated in the same ratio as the part-time employment bears to full-time employment.

It is recognized that full-time employees who have been covered by O.M.E.R.S. and who move to a part-time status shall continue to be covered by O.M.E.R.S.

22.05 For employees retiring on pension prior to age 65, the benefits, excluding sick leave and L.T.D., shall be available with the employee pre-paying the premium costs.

Employees who retire early and choose to retain their benefit coverage must establish a pre-authorized debit arrangement with the Board so the monthly premiums are automatically paid from the employee's designated bank account. If the necessary arrangements are not made by the employee or if any of the pre-authorized debit transactions are not honoured at the bank, the group insurance coverage will terminate.

22.06 <u>Employment Insurance Rebate</u>
Effective January, 1999, and for each year thereafter, it is agreed that the Employee's share of the E. I. premium reduction rebates will be credited for their benefit in relation to benefit improvements in the current collective agreement.

ARTICLE 23 - SUPPLEMENTATION OF WORKPLACE SAFETY & INSURANCE AWARD

23.01 If an employee is prevented from performing regular work with the Board on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the <u>Workplace Safety & Insurance Act</u>, the school Board will supplement the award made by the Workplace Safety & Insurance Board for the loss of wages to an employee by such an amount that the award of Workplace Safety & Insurance Board for loss of

wages together with the supplementation of the school Board, will equal 100% of the employee's regular wage after normal income tax deductions and after considering the tax free status of Workplace Safety & Insurance income. The portion to be paid by the school Board is to be chargeable to the employee's sick leave reserve and will only be paid if the employee has sick days available.

23.02 The Board agrees to provide the employee with a copy of the Form 7 at the time it is submitted to WSIB.

23.03 The Board agrees to notify an employee of its intention to dispute his or her claim with the Workplace Safety and Insurance Board.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Bulletin Boards

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

24.02 Present Conditions and Benefits

The Board agrees to maintain present practices with respect to coffee breaks, it being understood that these ten (10) minute rest breaks are to be taken approximately mid-morning and mid-afternoon.

24.03 General

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

24.04 Mileage Allowance

Effective April 1, 2001, employees requested to use their own vehicles for business purposes will be reimbursed at the rate of no less than $0.32 per kilometer.

24.05 Credit Union

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

ARTICLE 24 - GENERAL CONDITIONS (cont.)

24.06 (a) Pay Days

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

(b) Direct Deposit

Each employee covered by this Collective Agreement shall be paid by means of a direct deposit electronic transfer system. It is understood that the Board incurs no additional liability to employees by implementing a direct deposit electronic transfer payroll system and that its obligation to employees on its payroll is satisfied when its payroll cheque is deposited with the banking institution which is responsible for the administration of the direct deposit system.

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

24.07 Criminal Background Checks

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

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

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

ARTICLE 25 - WAGE RATE AND JOB CLASSIFICATION SCHEDULES

25.01 The wage rate and job classification schedules shall be as shown in Schedules

"C" and "D", Part A respectively, attached hereto and forming part of this agreement.

25.02 <u>Wage Rate on Appointment</u>
All newly-appointed employees will start at the minimum wage rate of the job classification to which they are assigned or at such greater wage rate as the Board may decide is commensurate with the employee's ability and past experience. The Board shall notify the Union, in writing, of any appointments to which more than the minimum wage rate is granted.

25.03 <u>Annual Increments</u>
For all employees, the increment adjustment in wage rates shall be made on the anniversary date of hire.

25.04 (a) <u>Permanent Transfer to a Higher Wage Group</u>
An employee who is permanently transferred to a position in a higher wage group will move to the same level on the progression scale in terms of years of experience as held in the previous position.

(b) <u>Transfer to a Lower Wage Group</u>
Where the Board, for its convenience, transfers an employee to a position in a lower wage group, the employee will receive the previous wage rate on a red-circled basis, until such time as the lower wage rate equals or exceeds the employee's previous wage rate.

An employee who moves to a position in a lower wage group through the job posting procedure, or where the employee has requested such a transfer, or where such transfer is the result of a lay-off or bumping procedures, the employee will receive the wage rate in the lower wage group, but on the progression scale in terms of years of experience as held in the previous position.

25.05 <u>Temporary Transfers</u>
The Board shall have the right to temporarily transfer employees without change of wage rate, except that where a transfer exceeds one day and is to a higher paid position. The employee shall be paid the higher wage rate effective from the first day of transfer.

The higher wage rate shall be calculated in accordance with the provisions of Section 25.04.

25.06 <u>Transfer Within A Job Classification and/or Wage Group</u>
When an employee is transferred by the Board from one position to another position in the same job classification and/or wage group, the employee shall retain the same wage rate in accordance with Schedules "C" and "D", Part A.

ARTICLE 25 - WAGE RATE AND JOB CLASSIFICATION (cont.)

25.07 Shift Premium

Employees working an afternoon shift which is defined as a shift in which the majority of the regularly scheduled hours fall between 16:00 hours and 24:00 hours, shall receive an hourly premium of $0.55. Employees working a night shift which is defined as a shift in which the majority of regularly scheduled hours fall between 24:00 and 8:00 hours shall receive an hourly premium of $0.55. It is understood such premiums shall not be used as a basis for calculation of overtime.

ARTICLE 26 - REGULAR PART-TIME EMPLOYEES

26.01 Regular part-time employees, that is, employees normally employed for twenty-four (24) hours weekly or less, are not entitled to the provisions of Articles 18, 19, 20, 21, 23, 24, except that:

(a) Regular part-time employees shall receive vacations and vacation pay in accordance with the provisions of the Employment Standards Act.

(b) Regular part-time employees shall receive payment for Statutory Holidays in accordance with the provisions of the Employment Standards Act and Boxing Day and Easter Monday.

(c) Regular part-time employees shall be entitled to the provisions of Sections 21.01, 21.02, 21.03, 21.04, 21.05, 21.09 and 21.12.

(d) Regular part-time employees shall be entitled to the provisions of Sections 24.01, 24.03, 24.04 and 24.06.

(e) Regular part-time employees shall be entitled to sick leave in accordance with Schedule "A", paragraph 9 only.

ARTICLE 27 - DEFINITION OF FULL-TIME AND PART-TIME

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

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

ARTICLE 28 - STRIKES AND LOCK-OUTS

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

ARTICLE 29 - TERM OF AGREEMENT

This Collective Agreement shall continue in force and effect from March 1, 2002 until February 28, 2003. Either party to this Agreement may, not more than ninety (90) days and not less than thirty (30) days prior to February 28, 2003 present to the other party, in writing, proposed terms of a new or further Agreement and/or amendments to this Agreement, and a meeting shall be held within twenty (20) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by February 28, 2003 this Agreement and all of its terms will continue in force until a new Agreement is executed or completion of conciliation proceedings, as prescribed by law, whichever shall first occur.

ARTICLE 30 - WORKPLACE HEALTH AND SAFETY

30.01 Unless legislation expressly prohibits maintenance of the status quo, the Board agrees to meet its obligations under the Ontario Occupational Health & Safety Act, in effect on the final ratification date of the collective agreement, as the minimum standard.

30.02 The Union and the Board agree that issues involving workplace aggression or violence shall be brought to and discussed in the Labour/Management Committee, and may be referred as necessary to the Joint Health and Safety Committee.

30.03 The Board shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the Ontario Human Rights Code.

30.04 The Board agrees to continue to involve the union in the Disability Management Program.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals by the hands of their proper officers this _____ day of _____ 2003.

THE DURHAM BOARD OF EDUCATION	**CANADIAN UNION OF PUBLIC AND ITS LOCAL NO. 218**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE "A"

SICK LEAVE PLAN

1. **The Superintendent of Education/Business and Treasurer of the Board shall have power to do and perform all things necessary for the conduct of the sick leave plan, including the power to allow or disallow any sick leave credit or deductions therefrom under the system.**

2. **The Superintendent of Education/Business and Treasurer shall keep, or cause to be kept, a record in which shall be entered the credits, the accumulated credits and deductions therefrom, and on September 1st of each year shall forward to the Recording Secretary of the Union a list of all employees showing balances of reserve as of the previous June 30th. The Board agrees to furnish to each employee annually a card or document setting out the employee's balance of credits for the previous year and the current year's credited days and days used for sick leave in the current year.**

3. **All full-time employees are eligible for the benefits under this plan for the period of continuous service and subsequent to appointment. Any employee whose period of service has been broken by resignation and who subsequently is re-employed shall benefit only from the date of re-employment as a full-time employee on the regular staff.**

4. **Credits**

   (a) **As of July 1st each year each eligible employee shall be entitled to a credit of twenty-two (22) days for each full year (i.e. 12 months) of employment with the Board. Sick leave credit will be applied on July 1 of each year for employees actively at work on that date, or on the first working day in the year on which the employee is actively at work. Employees hired after July 1st or leaving the employ of the Board before June 30th shall be credited with a proportion thereof. A full-time employee working less than twelve (12) months per year shall be entitled to a sick leave credit on a pro-rata basis proportional to full months worked in a year. (i.e. 10 month employee = 10/12 of 22 = 18 days sick leave credit.**

   (b) **An eligible employee shall receive pay for absence caused by illness up to the amount of the annual credit 4 (a) plus the amount of credit in the employee's sick leave reserve at the end of the previous June 30th.**

   (c) **The total sick leave credits shall not accumulate beyond a maximum of two**

hundred and sixty (260) days.

SCHEDULE 'A' - SICK LEAVE PLAN (cont.)

5. (a) After three (3) days of absence caused by sickness, no leave with pay shall be allowed unless a certificate of a physician or dentist is furnished to the Manager of Employee Relations/Services certifying to the inability of the employee to attend to regular duties.

(b) Notwithstanding sub-section (a) above, the Board may require an employee to submit the required certificate for a period of absence of less than three (3) days.

(c) In cases where the absence is due to an accident compensable under the Workplace Safety & Insurance Act, the period of absence to be charged against the credit shall be reduced to give effect only to the net salary paid by the Board.

6. Transfer of Credits
Accumulated credits may be transferred with employees either joining or leaving The Durham District School Board according to the terms of Education Act.

7. (a) In the event that a full-time employee becomes a part-time employee as a result of a reduction of working hours by the Board, or as a result of the bumping procedure, the employee's sick leave credits, and years of service for purposes of the retirement gratuity calculation, shall be frozen and protected for a period of three (3) years from the date that the employee became a part-time employee. In the event that the employee becomes a full-time employee within the three (3) year period, sick leave credits and years of service shall be reinstated.

(b) In the event that illness causes a full-time employee to become a part-time employee in lieu of retiring, due to illness, during the period of five (5) years prior to the employee's normal retirement age, the employee's sick leave credits and years of service, for purposes of the retirement gratuity calculation, shall be frozen and protected. The Board reserves the right to require satisfactory medical evidence of the illness.

8. Where an employee has received sick benefits from the Board related to a non-occupational illness or injury, and subsequently receives a judgement or award from a third party for loss of wages relating to the same absence, the employee shall be required to pay to the Board the lesser of the amount of such award or the sick leave payments received.

SCHEDULE 'A' - SICK LEAVE PLAN (cont)

5. Sick Leave For Regular Part-Time Employees

(a) A regular part-time employee shall be entitled to a pro rata share of the sick leave allotment of twenty-two (22) days normally available to an employee for a full year (12 months) of employment with the Board. The pro rata share shall reflect the regular part-time employee's full months of regularly scheduled employment during the year, and his or her regularly scheduled daily hours of work, both proportional to that of a full-time twelve (12) month employee. This means a regular part-time employee scheduled to work ten (10) full months of the year will receive a pro rata proportion of 18 days sick leave.

(b) For clarification, a "day" shall mean the number of hours per week regularly scheduled for the employee, divided by five (5), e.g. a twelve (12) month employee regularly scheduled for twenty (20) hours a week shall be credited with 22 - 4 hour days.

(c) Employees hired after July 1st or leaving the employ of the Board before June 30th shall be credited with a proportion of sick leave relative to full months of employment with the Board during the school year (i.e. 10 months = 18 days; 8 months = 14.6 days, etc.).

(d) Effective July 1, 2001, part-time employees may accumulate unused sick leave to a maximum of sixty (60) days ("day" to be calculated as per (b) above) for sick leave purposes only.

(e) Effective May 1, 2000, where a full-time employee posts into a regular part-time position, 50% of the sick leave credits accumulated by the employee while in the full-time position and remaining to the credit of the employee at the date of commencement of the part-time position may be carried over into the employee's sick leave bank. It is understood if the sick leave carried over is above the sixty (60) day cap there shall be no further accumulation above the established cap.

(f) Part-time employees are not eligible to receive retirement gratuity.

SCHEDULE "B"

RETIREMENT GRATUITY PLAN

1. (a) A regular employee with a minimum of ten (10) years' service retiring at normal or earlier retirement date shall be granted a gratuity based on the employee's sick leave reserve, years of service, and salary at retirement according to the following schedule:

Years of Service	Maximum Gratuity
10	20% of the unexpended portion of sick leave reserve at the salary rate as of retirement date.

plus 2% for each additional year of service up to a maximum of 50% for twenty-five (25) years or over. This gratuity will be paid in one sum during the month of April of the year following retirement, or at time of retirement provided the Board is notified in writing by the employee by December 31 of the year preceding retirement.

(b) In the event of the death of an employee, either before or after retirement but before receiving the benefits of the accumulated sick leave as provided under sub-section (i), such benefits shall be paid to the employee's spouse or surviving relatives, if any.

(c) Any gratuity payable under this plan shall not exceed an amount equal to the retiring employee's salary or other remuneration for the six (6) month period last worked.

(d) It is understood and agreed that the retirement gratuity is not a severance payment, and is payable only upon the death of an eligible employee or upon the retirement of an employee who applies for, and is eligible to receive, a pension.

2. A retiring employee, as referred to in Section (a) above, is interpreted as being one who ceases to be employed by the Board on account of age or ill health, and does not include one who is resigning or being dismissed for cause.

3. This Plan is established in accordance with the Education Act.

SCHEDULE "C"
WAGE RATE SCHEDULE
OFFICE, CLERICAL, TECHNICAL EMPLOYEES

as of March 1, 2002 (1.65% increase)

WAGE GROUP	WAGE RATES			
	Minimum	Year 1	Year 2	Year 3
13	20.94	22.85	24.65	26.17
12	20.34	22.12	23.90	25.41
11	16.97	18.44	19.93	21.21
10	16.72	18.20	19.65	20.92
9	15.40	16.75	18.10	19.24
8	15.17	16.50	17.81	18.96
7	15.07	16.39	17.71	18.84
6	14.85	16.17	17.46	18.57
5	14.36	15.61	16.86	17.92
4	14.31	15.56	16.81	17.87
3	14.26	15.51	16.76	17.82
2	14.20	15.43	16.67	17.74
1	12.22	13.29	14.34	15.28

"The parties agree that the foregoing meets pay equity. Should a review indicate that pay equity adjustments may be required, the parties agree that such adjustments will be made in compliance with the Ontario Pay Equity Legislation".

SCHEDULE "C"

WAGE RATE SCHEDULE
OFFICE, CLERICAL, TECHNICAL EMPLOYEES

as of February 28, 2003 (2.3% increase)

WAGE GROUP	WAGE RATES			
	Minimum	Year 1	Year 2	Year 3
13	21.42	23.38	25.22	26.77
12	20.81	22.63	24.45	25.99
11	17.36	18.86	20.39	21.70
10	17.10	18.62	20.10	21.40
9	15.75	17.14	18.52	19.68
8	15.52	16.88	18.22	19.40
7	15.42	16.77	18.12	19.27
6	15.19	16.54	17.86	19.00
5	14.69	15.97	17.25	18.33
4	14.64	15.92	17.20	18.28
3	14.59	15.87	17.15	18.23
2	14.53	15.78	17.05	18.15
1	12.50	13.60	14.67	15.63

"The parties agree that the foregoing meets pay equity. Should a review indicate that pay equity adjustments may be required, the parties agree that such

adjustments will be made in compliance with the Ontario Pay Equity Legislation".

SCHEDULE 'D' - PART 'A' - JOB CLASSIFICATION

POINT BAND	WAGE GROUP	JOB CLASSIFICATION
356-370	13	Assistant Project Designer (Facilities Services)
		I. T. Administrator - A. C. E. C.
		I. T. Specialist
		Media Technician
		Media Library Technician
340-355	12	Administrative Assistant -Continuing Education
		Application Liaison Officer
		Buyer
		Co-Ordinator/Trainer - Transportation Dept.
		Head Secretary - Secondary Schools
		Intermediate Programmer/Analyst
		School Liaison Officer
325-339	11	Micro Computer Trainer
		Supply/Dispatch Co-Ordinator
		Technical Services Supervisor
310-324	10	Junior Programmer Analyst
		Local Area Network (L.A.N.) Administrator- Secondary School
		Route Co-Ordinator
		Route Co-Ordinator - Special Education
		Secretary- Cartwright H. S.
		Secretary- Elementary School
		Secretary- Grove School
295-309	9	Accounting Clerk "B"
		Computer Operator/Programmer
		Continuing Education - Senior "CLASS" Support
		Research and Assessment Technician
280-294	8	Accounting Clerk "A"
		Administrative Secretary- Custodial Services
		Administrative Secretary- Facilities Services
		Computer Operator

Continuing Education - "CLASS" Support
Event Co-Ordinator - Staff Development
Senior Secretary- Continuing Education
Senior Secretary- Secondary Schools

SCHEDULE 'D' - PART 'A' - JOB CLASSIFICATION (CONTINUED)

POINT BAND	WAGE GROUP	JOB CLASSIFICATION
265-279	7	Administrative Secretary - Family of Schools
		Administrative Secretary - Psychological Services
		Administrative Secretary - Special Education
		Benefits Clerk
		Intermediate Secretary- D. A. S. S.
		Payroll/Positive Enrolment Clerk
		Secretary- Durham Training Solutions
		Secretary- Planning
		Senior Clerk- Employee Relations/Services
		Senior Payroll/Benefit Clerk
		Senior Payroll Clerk
		Transportation Clerk
250-264	6	Accounts Payable Clerk
		Administrative Bilingual Secretary - Facilitators/Ed. Officer
		Administrative Secretary
		- Equity Dept
		- Facilitators/Ed. Officer
		- Program Department
		Assistant Secretary- Elementary Schools
		Desk Top Publisher/Word Processor- Education Centre
		Intermediate Secretary- Secondary Schools (Guidance)
		Library Technician (Media Centre)
		Non-Resident Clerk
		Secretary- ISA Records
		Secretary- Property, Insurance & Construction
		Secretary- Student Records, Grove School
		Senior Purchasing Clerk
235-249	5	Intermediate Secretary- Secondary Schools (Attendance)
		Secretary - Community Use of Schools

- Continuing Education
- Education Services
- Employee Relations/Hiring
- Energy Department
- Health and Safety
- Maintenance Centre
- Operations

Senior Duplicating Machine Operator

SCHEDULE 'D' - PART 'A' - JOB CLASSIFICATION (CONTINUED)

POINT BAND	WAGE GROUP	JOB CLASSIFICATION
220-234	4	Clerk/Typist - Finance
		- Payroll
		Dispatcher
		Intermediate Duplicating Machine Operator
		Junior Secretary - Grove School
		Junior Secretary - Secondary Schools
		Part-time Secretary - Elementary Schools
		Receptionist - Continuing Education
		Receptionist/Secretary - Media Centre
		Receptionist/Switchboard Operator
		Secretary - ACEC Lovell
		Secretary - ESL/LINC
		Secretary - Early Literacy
		Secretary - Learn at Home Program
		Secretary - Together We Light The Way
		Word Processing Operator- Secondary School
205-219	3	Clerk/Typist - Media Centre
		Data Entry Clerk - Continuing Education
		Word Processing/Terminal Operator - Media Library
190-204	2	Mail Clerk
130-144	1	

Notes:

Amend to reflect any changes through job evaluation and the inclusion of the following:

Group 4

- Two (2) Part-Time [twenty, (20) hours each] Dispatch Positions, ten (10) months

	To Be Posted After Final Ratification
- One (1) Full-Time position,	**Intermediate Duplicating Machine Operator** **Incumbent To Be Offered The Position**
- One (1) Full-Time or **Two (2) Part-Time**	**ACEC Lovell - Secretary** **Incumbent(s) To Be Offered The Position(s)**

SCHEDULE "D", PART B

JOB EVALUATION

1. General

1.01 The C.U.P.E. Job Evaluation System (previously adopted by both Parties for Pay Equity) is the system that is to be used by the Parties in evaluating the relative worth of positions falling within the scope of the bargaining unit. Individual job classifications and wage groups will be in accordance with Schedule D, Part A.

1.02 The Parties may, by mutual agreement in writing, modify any aspect of the Job Evaluation System in order to bring about improvements in the implementation and maintenance of the system.

1.03 All new and revised job descriptions submitted to the Evaluation Committee shall be evaluated by the Committee in accordance with the Job Evaluation System.

1.04 Revised job description evaluation requests shall be considered twice each year, approximately mid-May and mid-November. Newly-established positions shall be evaluated at the time of establishment.

2. Evaluation Committee

2.01 There will be an Evaluation Committee composed of six persons: 3 representatives of the Board of Education, and three appointees from the Union (one each from an Elementary School, a Secondary School and Administration). The Evaluation Committee shall consider all requests for evaluation of job descriptions for new positions created within the bargaining unit and for re-evaluation of revised job descriptions for existing positions.

2.02 Each Party will notify the other Party in writing of its appointees to this Committee. Each member of the Committee will commit themselves to serve a minimum of three (3) years in the interest of continuity. Training on the Job Evaluation System for the Union appointees will be done at no cost to the Board.

SCHEDULE "D", PART B
JOB EVALUATION

3. Job Re-Evaluation Procedures

3.01 An employee who feels that there has been a significant change in the duties or responsibilities of their position shall confirm such changes with their Department Head. If the changes are confirmed, then the employee shall be asked to complete a revised job description and Job Fact Sheet in collaboration with their immediate supervisor. Once the revised job description and Job Fact Sheet have been signed by the employee, the immediate supervisor and all other incumbents in the same job classification, these documents shall be forwarded to the Manager of Employee Relations/Services, accompanied by a completed Job Re-Evaluation Request Form. Requests for job re-evaluations are to be submitted either by May 1st or November 1st each year.

3.02 Salary increases resulting from the re-evaluation shall be made effective the beginning of the pay period following the date that the Manager of Employee Relations/Services received both the revised Job Description and the completed Job Fact Sheet.

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

4. Arbitration Process

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

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

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

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

LETTER OF INTENT

Re: "Workfare"

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

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

LETTER OF UNDERSTANDING

Re: Use Of Volunteers

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

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

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

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

LETTER OF UNDERSTANDING

Re: Administration Of Prescription Medication

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

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

LETTER OF UNDERSTANDING

Re: Benefits

The Board and Union agree to allow up to two (2) members of this bargaining unit to join a joint CUPE/Board committee that is currently scheduled to meet on November 19, 2002 to review and discuss Employee Benefits.