

COLLECTIVE AGREEMENT

Between:

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



and

**EDUCATIONAL ASSISTANTS
REPRESENTED BY THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 218**
(hereinafter called the “Union”)



12374 (06)

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION

2.01 The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees of the Employer engaged as Educational Assistants.

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

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

ARTICLE 3 – MANAGEMENT FUNCTION

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

- (a) maintain efficiency, order and discipline;
- (b) hire, retire, discharge, direct, classify, establish new positions, transfer, promote, demote, lay-off and suspend or otherwise discipline employees provided that a claim by an employee with seniority that the employee has been the subject of a discriminatory promotion, demotion or transfer, or a claim that the employee has been discharged or disciplined without reasonable cause may be made the subject of a grievance and dealt with as hereinafter provided; and

ARTICLE 3 – MANAGEMENT FUNCTION (cont'd)

3.01 (cont'd)

- (c) operate and manage its educational facilities in all respects in accordance with its commitments and responsibilities including the determination of the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the Employer's facilities not otherwise specifically dealt elsewhere in this Agreement.

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

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

ARTICLE 4 – UNION RESPONSIBILITY

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

ARTICLE 5 – NO DISCRIMINATION

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

ARTICLE 6 – CHECK-OFF

- 6.01 (a) All present members shall remain members and all future employees shall become and remain members of the Union.
- (b) The Employer shall deduct from every employee bi-weekly dues and assessments.

ARTICLE 6 – CHECK-OFF (cont'd)

6.01 (cont'd)

(c) The T-4 Income Tax slips issued by the Employer shall state the amount of Union dues deducted from each employee.

6.02 All sums deducted pursuant to Section 6.01 will be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following that in which deductions were made, together with a list of employees in respect of whom deductions have been made, plus the addresses of any new employees added to the list.

6.03 The Union will save the Employer harmless in respect of any deductions or remittances made pursuant to this Article.

6.04 The Employer agrees to deduct authorized Credit Union contributions from each pay and have remitted, such deductions to The Oshawa Community Credit Union. The Employer's banking firm shall forward such deductions to the said Credit Union. Any employee withdrawing shall not be allowed to re-enter the program during the life of this Agreement.

6.05 Temporary employees hired by the Employer for known periods of one month or more to replace regular employees absent for any reason shall not be subject to the terms of this Agreement except as to the check-off provision as provided for in Section 6.01(b).

ARTICLE 7 – NEW EMPLOYEE ORIENTATION

7.01 The Employer will acquaint new employees with the fact that the Union is the bargaining agent, and that there is a Collective Agreement in effect. The Employer will supply a new employee with a copy of the Collective Agreement at the orientation meeting, where a bargaining committee member shall be present.

ARTICLE 8 – CORRESPONDENCE AND COMMUNICATIONS

8.01 (a) All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Assistant Superintendent – Human Resources and Administrative Services and the Chairperson of the Durham Catholic District School Board Unit of CUPE with a copy to the Recording Secretary of the Local Union and a copy to the respective Principal.

ARTICLE 8 – CORRESPONDENCE AND COMMUNICATIONS (cont'd)

8.01(a) (cont'd)

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

- (b) A copy of the WSIB accident report which involves lost time and/or serious injury shall be sent to the Chairperson. The respective member shall be sent a copy of the Form 7 that the Board's Health and Safety Representative fills out on behalf of the Board regarding the employee, within five (5) working days of the accident. A copy of a summative incident report shall be sent to the Chairperson of the bargaining committee on a bi-monthly basis.

8.02 **Labour Management Committee**

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

The Committee shall be comprised of equal representation wherein the Assistant Superintendent – Human Resources and Administrative Services or designate and the Unit Chair shall function as the Committee Co-Chairs and shall preside over such meetings. The Union will have three (3) representatives who are employed in the Bargaining Unit as well as the President or designate from the Union Executive to sit on the Committee. Management shall also appoint three (3) representatives to the Committee. Additional resource personnel may be invited to committee meetings upon mutual agreement. A recording secretary shall be appointed from one of the attendees in the meeting to record the minutes of the meeting. The minutes shall be distributed to those in attendance within ten (10) working days of the meeting. The minutes shall be reviewed and accepted at the next meeting.

- 8.03 Where a conflict exists between a staff member and an Educational Assistant, it is agreed the Employer and the Union shall meet in an effort to resolve the problem before action is taken.

ARTICLE 9 – LIABILITY INSURANCE

- 9.01 (a) The Employer shall provide insurance coverage to reimburse employees for all legal costs arising out of the defence of an employee as a result of the performance of duties providing the employee's actions were lawful. The coverage will be in accordance with limitations as outlined in the insurance policy.
- (b) No Educational Assistant shall be required to perform any functions related to the provision of health support services in schools for students (i.e. non-sterile catheter care, shallow suctioning) until they have received appropriate training as determined by the Durham Access to Care (DATC) Health professionals. All provisions of health services in schools for students shall be based on Ministry of Education directives and in consultation and training with DATC. Where the Educational Assistant does not feel confident in their ability to perform the required procedure, the employee may request, through their Principal, additional professional training.

ARTICLE 10 – UNION REPRESENTATION

- 10.01 The Employer acknowledges the right of the Union to elect or otherwise appoint a union committee from among the permanent employees, and will recognize and deal with such committee on any matter properly arising out of this Agreement, provided that not more than three (3) such committee members shall attend at meetings with management representatives. The Local Union President or designate shall be allowed to attend all meetings.
- 10.02 The Union agrees to supply the Employer with the names of the committee members, and will keep such list up-to-date at all times.
- 10.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Employer.

ARTICLE 10 – UNION REPRESENTATION (cont'd)

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

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

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

ARTICLE 11 – NO STRIKE OR LOCK-OUT

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

ARTICLE 12 – SENIORITY

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

12.02 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit wide basis.

ARTICLE 12 – SENIORITY (cont'd)

- 12.03 All employees covered by this Agreement shall, as of the effective date of this Agreement, have their seniority date established as of their last date of hire with the Employer or any employer amalgamated with the Durham Catholic District School Board.
- 12.04 Future seniority will then be accumulated by calendar service, with the exception that employees working less than full-time shall have their seniority accumulation pro-rated accordingly.
- 12.05 The Employer will maintain a seniority list showing the length of accumulated service in years and months for each employee as adjusted by Article 12.02 and 12.04.

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

- 12.06 An employee will lose seniority in the event that:
- (a) the employee resigns or retires;
 - (b) the employee is discharged and the discharge is not reversed through the grievance procedure;
 - (c) following lay-off, is notified by registered mail to the last address on the Employer's records to return to work and fails to notify the Employer within two (2) working days of such notification that the employee intends to return to work, or fails to return to work within five (5) working days of notification;
 - (d) the employee is absent from work for a period of three (3) working days without notification to the Board, or without sufficient cause; and
 - (e) the employee is laid off continuously for a period of more than twenty-four (24) months.
- 12.07 Subject to the provisions of Section 12.06, an employee who is absent from work by reason of sickness, accident, lay-off or authorized leave of absence shall not lose seniority.

ARTICLE 12 – SENIORITY (cont'd)

- 12.08 The selection or appointment of employees for supervisory positions, or for any position outside the Bargaining Unit, is not governed by this Agreement, but if any employee is or has been so transferred back to a position within the Bargaining Unit, then service inside the Bargaining Unit plus a maximum of two (2) year's service outside the Bargaining Unit shall count towards seniority for the purpose of this Agreement.
- 12.09 A part-time employee transferred to a full-time position will be credited with seniority in an amount proportionate to the actual working time completed to the employee's credit as of the date of transfer.
- 12.10 The parties agree that all accommodation opportunities shall be exhausted within the respective CUPE Bargaining Unit prior to investigating opportunities in other CUPE Bargaining Units. An employee transferring from one CUPE Bargaining Unit under "Duty to Accommodate" shall begin to accumulate seniority from the date of transfer into the new Unit for job posting and promotion purposes. Board seniority shall continue for purposes of vacations, lay-offs, recalls and employee benefits. The Board shall work directly with the Chairpersons to ensure the transitions are done effectively and fairly with minimum disruptions.

ARTICLE 13 – LAY-OFFS AND RECALLS

- 13.01 In the event of a reduction or lay-off of an Educational Assistant in a school, the reduction and/or lay-off shall be according to Board seniority in that school, providing the remaining employee meets the qualifications as set forth in the job description and is physically able to perform the position required. A surplus Educational Assistant, due to redundancies in school, shall be given preference according to seniority to fill posted jobs. In the event there are no existing vacancies, the employee shall be permitted to displace as per Article 13.02(b)(iii).
- 13.02 (a) Employees shall be recalled in the order of their seniority subject to the provisions of 13.01.
- (b) (i) Where it is necessary to recall employees, they shall be called in order of their seniority provided they meet the qualifications as set forth in the job description and are physically able to perform the function required.

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

- (ii) Educational Assistants on layoff shall be given preference according to seniority to fill vacancies (including LTO positions) provided they meet the qualifications as set forth in the job description and are physically able to perform the function required.
- (iii) If no vacancy exists, the redundant Educational Assistant may choose to exercise seniority by displacing an employee having less seniority providing the employee is capable and qualified to perform the work required.
- (iv) In all circumstances when it becomes necessary to reduce, recall and place employees according to seniority, the welfare of the students shall be given proper consideration.

13.03 No new employees shall be hired until all employees with seniority have been given an opportunity of recall.

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

13.05 The Employer agrees to continue to pay the percentages of premiums for the benefit plans as outlined in Article 28 for employees laid off for periods of six (6) months or less.

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

ARTICLE 14 – JOB POSTINGS AND TRANSFERS

14.01 (a) When the Employer decides to create a new job, the Employer shall place notices of such new jobs (for a minimum of five (5) working days) in all schools in which Educational Assistants are employed.

No outside applications for any vacancy shall be considered until the applications of present bargaining unit members have been fully processed. The parties agree that transfers, through the job posting procedure, may not be affected until the start of the next school year.

ARTICLE 14 – JOB POSTINGS AND TRANSFERS (cont'd)

14.01(a) (cont'd)

When a position becomes vacant or a new one is created between June 30th and September 30th of the school year, it shall be filled by a regular employee on a temporary basis until the end of the next school year. The employee shall be subject to the terms and conditions of this Collective Agreement. The Educational Assistant hired or transferred will be notified that their placement is temporary, subject to the provision of this Article. A copy of all positions that are filled shall be immediately forwarded to the union.

If an employee is currently working in a half-time position or in two half-time positions and a full-time position becomes available in one of the schools in which the employee is working, the employee may request the position.

All positions that were filled after June 30th of the previous year shall be subject to two (2) sets of postings (the original and the one resulting vacancy) on or before June 15th and completed before June 30th of that school year. Notices of these positions shall be posted for a minimum of five (5) working days in all schools in which Educational Assistants are employed.

Those Educational Assistants who have been filling these positions since the commencement of school in September must re-apply for these positions. Priority will not necessarily be given to those candidates. However, only in the case where the qualifications (as per the Collective Agreement) are equal will seniority be used to fill the position.

The Employer agrees to consider written applications submitted to the Assistant Superintendent – Human Resources and Administrative Services. Applicants will be considered as per the provision of Article 13.

Educational Assistants not returning to employment at the beginning of the following school year shall advise the Employer of their resignation as soon as possible and no later than the end of the preceding April.

Employees who have applied for a new position or vacancy in accordance with Article 14 and have not been successful shall be given the opportunity of a debriefing session, upon the request of the employee.

ARTICLE 14 – JOB POSTINGS AND TRANSFERS (cont'd)

14.01 (cont'd)

14.01 (b) **Transfers**

In making transfers, the Employer shall consider the following three (3) factors in determining which employees are selected:

- (i) The welfare of the students shall be given proper consideration when transferring Educational Assistants;
- (ii) The Educational Assistant requesting the transfer is physically able to handle the responsibilities of the position; and
- (iii) When the factors listed in (i) and (ii) are met between two (2) or more candidates, seniority shall govern.

(c) Educational Assistant positions are allocated and assigned to the school by the Assistant Superintendent – Human Resources and Administrative Services through input from the Superintendent of Education- Student Services. Educational Assistants shall be under the direction, supervision and evaluation of the Principal of the school.

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

14.03 The Union shall be notified of all hirings, lay-offs, permanent transfers, promotions and terminations of employment within ten (10) working days.

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

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01 Regular Employee Grievance

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

Informal Step

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

Step 1

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

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

Step 2

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

ARTICLE 15 – GRIEVANCE PROCEDURE (cont'd)

15.01 (cont'd)

Step 3

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

15.02 **Policy Grievance**

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

15.03 **Discharge Grievance**

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

ARTICLE 15 – GRIEVANCE PROCEDURE (cont'd)

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

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

An employee may request any adverse letter or report to be removed from the file following the twenty-four (24) month period.

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

ARTICLE 16 – ARBITRATION

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

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

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

16.03 The Arbitration Board or single arbitrator shall have no power to alter or amend any of the provisions of this Agreement, or to substitute any new provisions for existing provisions, or to give any decision inconsistent with the provisions of this Agreement.

16.04 In cases involving discharge, the Arbitration Board or single arbitrator may confirm the action of the Employer, or may reinstate the employee with full or partial compensation for time lost, or may render such other decision or provide such other remedy as it may in its discretion consider just and equitable.

ARTICLE 17 – FIRST-AID KITS

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

ARTICLE 18 – WAGES

18.01 Wage rates are set forth in Schedule “A” annexed which is hereby declared to form part of this Agreement.

18.02 Employees will be paid every two (2) week period via direct deposit in accordance with Article 18.03 of this Agreement as per the normal payroll processing periods.

18.03 Educational Assistants shall be paid twenty-two (22) equal payments and the adjustments to vacation pay shall be included in each of the twenty-two (22) pays. Time off with pay during the Christmas and Winter Breaks shall be considered the two (2) week vacation period for all employees with less than three (3) year’s service.

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

18.04 The Employer will have its banking firm deposit the pay of each Educational Assistant in an account designated by the Educational Assistant. On or before each scheduled pay day, every Educational Assistant shall receive an itemized statement of deductions. The statements will be addressed individually and in envelopes where an employee requests.

18.05 In the event that a new position is created, the wage rates to be applied thereto will be negotiated with the Union and shall be subject to arbitration as to both rate and effective date.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

- 19.01 The normal work day for Educational Assistants shall be as follows:
- September 1, 2008 – Elementary schools – 6 hours, 20 minutes;
 - September 1, 2008 – Secondary schools – 6 hours, 10 minutes;
 - September 1, 2009 – Elementary/Secondary schools – 6 hours, 30 minutes;
 - September 1, 2010 – Elementary/Secondary schools – 6 hours, 45 minutes;
 - September 1, 2011 – Elementary/Secondary schools – 7 hours.

The above hours of work shall be consecutive and are scheduled Monday to Friday inclusive.

Educational Assistants shall be granted an unpaid lunch break with a minimum of forty (40) uninterrupted minutes to be established by the school Principal.

Employees shall be paid at a rate of time and one-half (1/2) for all authorized work performed in excess of the hours of work stated above. Overtime shall be pre-authorized by the Director of Education or Assistant Superintendent – Human Resources and Administrative Services.

Work duties within the above stated hours of work may be scheduled as per the needs of the school and at the discretion of the Principal and shall include, but not limited to. Duties prescribed under the Educational Assistant position description, general supervision and/or other duties as assigned.

School starting and stopping times and reporting times shall be as determined by the Director of Education or designate.

The working year shall begin as of the first teaching day in the school year and shall end as of the last teaching day in the school year. In the event the first or last day(s) is a professional activity day, the Educational Assistant must be in attendance in order to be paid for that day(s). Professional Activity Days are mandatory and Educational Assistants must attend to be paid.

An Educational Assistant who goes on an overnight trip to facilitate the needs of the special needs student shall be compensated in time in-lieu. This lieu time shall not impact on the other Educational Assistants in the building and the time to be taken off agreed to by the Principal of the school. Such trips shall be decided on a volunteer basis and whenever possible be shared equitably amongst the Educational Assistants who volunteer.

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

19.01 (cont'd)

Lieu time shall be determined as one overnight stay equals one day in lieu time, two overnight stays equals two days in lieu time, and so on.

19.02 The Employer will grant a fifteen (15) minute rest period during the a.m. and a like period during the p.m. To meet the needs of the school, the Principal, in consultation with the Educational Assistant, may combine the rest periods and/or adjust the employee's start or stop times wherein the work day does not exceed the hours of work as outlined in Article 19.01.

ARTICLE 20 – VEHICLE ALLOWANCE

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

Employees requested to use their own vehicles for business purposes or when travelling between two schools will be reimbursed according to the per kilometre rate as set by the Employer and consistent with Board policy.

ARTICLE 21 – VACATIONS

21.01 Time off with pay during the Christmas and Winter Breaks shall be considered the two week vacation period for all employees with less than three (3) year's service.

Employees shall be paid in accordance with the following:

Completed Years of Service	Vacation Pay Entitlement
3 years completed	6% vacation pay
8 years completed	8% vacation pay
17 years completed	10% vacation pay
25 years completed	12% vacation pay

ARTICLE 22 – HOLIDAYS

22.01 The work year is the school year and employees will be eligible to enjoy all statutory holidays that fall within. The Statutory shall include Easter Monday and Labour Day and Family Day (if it continues to be proclaimed by the Provincial Government).

ARTICLE 23 – LEAVE OF ABSENCE

23.01 The Employer may grant a leave of absence, with or without pay, to an employee required to be absent for personal reasons.

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

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

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

(b) An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the original term of office. This may be extended to a further term, at the discretion of the Employer.

(c) An employee who is elected or selected for a full-time position with the Union or any body with whom the Union has affiliations shall be granted a leave of absence without pay and without loss of seniority for a period of up to two (2) years.

Such leaves shall be renewed once only upon request for a period of up to two (2) years. No more than two (2) employees will be granted a leave in any one year.

(d) An employee who elects to return to an educational institution on a full-time basis to upgrade the employee's education shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. No more than two (2) employees will be granted a leave in any one (1) year.

ARTICLE 23 – LEAVE OF ABSENCE (cont'd)

23.03 (cont'd)

- (e) All applications for leave of absence shall be made in written form, and if granted, shall be granted in written form.
- (f) The Chairperson of the Committee shall be allowed two (2) days off per month without pay to attend to Union business, subject to the condition that the workplace is not unduly affected by the absence and proper written notice is given.

23.04 **Bereavement/Compassionate Leave**

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

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

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

ARTICLE 23 – LEAVE OF ABSENCE (cont'd)

23.04(a) (cont'd)

Subject to the Principal's approval an employee may be entitled to a similar leave of absence for a student whom an Educational Assistant had a recent working relationship with.

(iv) A further two (2) days for travelling may be allowed at the discretion of the Director.

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

23.05 **Jury Duty**

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

23.06 **Pregnancy/Parental Leave**

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

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

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

ARTICLE 23 – LEAVE OF ABSENCE (cont'd)

23.06 (cont'd)

The Employer shall provide for employees on pregnancy or adoption leave a supplementary unemployment benefit plan which provides a payment of seventy percent (70%) of salary for the two-week waiting period. Such a plan shall be registered with and approved by Service Canada. Effective November 1, 2002, parental leave will be included in this leave.

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

23.07 **Adoption Leave**

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

23.08 **Paternity Leave**

An Educational Assistant shall be granted a leave without deduction from salary of two (2) days related to the birth of his child. The time off may be taken:

- (a) the day previous to the birth;
- (b) the day of the birth;
- (c) within five (5) working days of the birth;
- (d) the day of discharge of the child from the hospital.

23.09 The Employer shall grant a leave of absence to the employee to be absent for professional purposes approved by the Employer, including examinations and graduations above secondary school level. The Employer agrees that a leave of absence without pay may be granted to an employee to attend their spouse's or child's post secondary school graduation.

23.10 **Compassionate Care Leave**

(a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that twenty-six (26) week period in accordance with Section 49.1 of the *Employment Standards Act*.

ARTICLE 23 – LEAVE OF ABSENCE (cont'd)

23.10 (cont'd)

- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service. The Board will continue to pay its share of the premiums of the subsidized employee benefits if the employee contributes during the leave. In accordance with O.M.E.R.S. guidelines, if the employee chooses to contribute to the pension for the leave period, the Employer will pay its share in accordance with O.M.E.R.S. guidelines.
- (c) Subject to any changes to the employee's status and position which would have occurred had he/she not been on compassionate care leave, the employee shall be reinstated to his/her former duties, on the same shift in the same department, and at the same rate of pay.

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

ARTICLE 24 – BULLETIN BOARDS

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

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

ARTICLE 25 – SICK LEAVE

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

An Educational Assistant whose presence is necessary for the special needs of certain students, as determined by the Employer, shall be replaced on the first day of absence due to illness. Others shall be replaced on the second day of absence due to illness.

ARTICLE 25 – SICK LEAVE (cont'd)

- 25.02 Sick leave days, if unused, will accumulate to a maximum of two hundred and sixty (260) calendar days.
- 25.03 An employee with seniority shall be eligible for two (2) days sick leave with pay for each completed calendar month of employment, following completion of the probationary period. Employees working less than full-time shall be eligible to receive sick leave credits pro-rated in accordance with the time worked for each completed calendar month of service following completion of the probationary period.
- 25.04 A retiring employee is one who ceases to be employed by the Employer and applies for and receives a retirement pension.
- 25.05 If the employee is absent for three (3) consecutive working days or more, a medical certificate may be required certifying that the employee is unfit to perform the regular duties. In addition, the Employer may have the right, if it considers it necessary, to have the employee medically examined by a physician of the Employer's choosing.
- 25.06 Leave of absence without pay on the grounds of incapacity due to illness or injury shall be granted to any employee who has no sick leave accumulated to the employee's credit.
- 25.07 Sick leave shall not accumulate in respect of any period during which an employee is absent from employment on account of lay-off or authorized leave of absence without full pay.
- 25.08 On or about December 31st in each year, an accounting of each employee's accumulated sick leave will be mailed to each employee, and a copy will be sent to the Recording Secretary of the Local Union.

ARTICLE 25 – SICK LEAVE (cont'd)

- 25.09 If an employee is prevented from performing the regular work with the Employer because of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act*, the Employer will supplement the compensation provided by the Workplace Safety and Insurance Board for the loss of wages to the employee from the employee's sick leave credits by such an amount that the compensation of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Employer, will equal one hundred (100%) percent of the employee's regular wage after normal income tax deductions, considering the tax free status of Workplace Safety and Insurance Board income.
- 25.10 Employees who are absent due to illness or accident shall maintain their positions and locations for up to one (1) year period following eligibility for Long Term Disability and/or Workplace Safety and Insurance Board benefits. During this time, the Employer shall fill the assignment with a temporary employee. In the event the absent employee does not return to work after this time frame, the position shall be posted as a vacancy in accordance with Article 14.

ARTICLE 26 – QUARANTINE

- 26.01 An employee shall be entitled to salary notwithstanding absence from duty where, because of exposure to communicable disease, are quarantined or otherwise prevented by the order of the Medical Office of Health/Doctor from attending. These absences shall include being exposed to and infected by pediculosis (head lice). The Educational Assistant shall retain their full daily rate and be deducted .5 sick leave credit for each day absent. In the event that an Educational Assistant has exhausted their sick leave credits, the Educational Assistant shall receive .5 of the daily rate for each day absent.

ARTICLE 27 – CLOTHING AND/OR UNIFORMS

- 27.01 The Employer shall provide protective or special purpose clothing (monogrammed coloured smocks or monogrammed coloured lab coats) where required.

ARTICLE 28 – EMPLOYEE BENEFITS

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

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

A child who is a full-time student attending an educational institution recognized by Revenue Canada is also considered an eligible dependent until the age of 26 as long as the child is entirely dependent on the employee for financial support.

28.02 **Extended Health Care Plan**

- (a) Prescription Drugs - \$10/\$20 deductible
- (b) Vision Care - maximum \$200/annum for dependent children and a maximum of \$300 every two (2) years for adults towards the purchase of contact lenses or eyeglasses or corrective laser eye surgery. A maximum of seventy-five (\$75) dollars every two (2) years for the purpose of eye examinations only for employees, spouses and dependant children greater than twenty (20) years of age.
- (c) Private Hospital Coverage
- (d) Hearing Aids - \$300 every three (3) years
- (e) One hundred percent (100%) of the costs, after the employee pays the deductible, will be covered for the following paramedical specialists, up to the maximum indicated below:
 - (i) licensed physiotherapists, speech therapists, massage therapists, naturopaths or Christian Science Practitioners to a maximum of \$350 per person in a benefit year for each category of paramedical specialists; and
 - (ii) licensed osteopaths, chiropractors or podiatrists, including a maximum of one x-ray examination per specialty each benefit year to a maximum of \$350 per person in a benefit year for each category of paramedical specialists.

ARTICLE 28 – EMPLOYEE BENEFITS (cont'd)

28.03 Group Term Life Insurance

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

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

28.04 Flexident Dental Care Plan

(a) Preventative - \$1,500/annum

(b) Restorative (Dentures) - \$1,000 every five (5) years. Major Restorative Plan including Dentures at the foregoing level with Caps, Crowns and Bridges -70% insurance paid and 30% employee paid (co-insurance) with a \$2,000 annual combined maximum.

(c) Orthodontic - \$2,500/lifetime (dependent children only).

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

28.05 Long-Term Disability Plan

(a) The Employer will pay one hundred (100%) percent of the premium for a Long-Term Disability Plan with benefits at 73-2/3% of gross monthly salary to a maximum of \$3,000.

(b) An employee shall accumulate seniority while on Long-Term Disability for a period of two (2) years.

(c) The Employer shall pay, on behalf of an employee while on Long-term Disability, all premiums and contributions for all Employee Benefits Plans. This clause applies only to Employee Benefit Plans which are in existence at this time.

ARTICLE 28 – EMPLOYEE BENEFITS (cont'd)

28.05 (cont'd)

- (d) An employee who is no longer deemed disabled under the provisions of the Long-Term Disability Plan shall be placed in the former or equivalent position with the Employer, provided the employee is capable of performing the duties of the position and provided the employee does not replace an employee who holds more seniority.

28.06 **Dependent Life Insurance**

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

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

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

28.08 **Part-Time Employee Benefits**

Employees working less than full time hours shall be allowed to participate in employee benefits, but the Employer's share of premium costs shall be pro-rated on the basis of the percentage of time worked.

28.09 **Early Retirees**

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

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

ARTICLE 28 – EMPLOYEE BENEFITS (cont'd)

28.10 Spousal Benefits

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

28.11 The benefit level and coverage outlined in Article 28 shall be maintained during the term of this Agreement. Should the Employer wish to change carriers during this term, they shall notify the Union in writing and discuss such change with the Union.

ARTICLE 29 – TEMPORARY HELP

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

29.02 (a) The Employer shall not have bargaining unit employees' work done by anyone outside the bargaining unit unless in case of emergency.

(b) Volunteers may be used to enhance the services provided by the Board but they shall not be used to replace or reduce the hours of work of a bargaining unit employee.

ARTICLE 30 – RETIREMENT

30.01 Employees, if they so decide, will be allowed to retire prior to age sixty-five (65) in accordance with O.M.E.R.S. regulations.

30.02 Employees shall provide the Employer with no less than three (3) months advance notice of their retirement date. Where an employee has reached normal retirement age, the employee will contact the Employer and discuss their intentions regarding retirement on a periodic basis. These discussions will occur at intervals of no more than six (6) months.

ARTICLE 31 – SUPERVISION AND YARD DUTIES

31.01 Educational Assistants will share equally, with the teaching staff, in the supervision of the school as assigned by the principal. The Principal may assign additional supervision outside instructional hours.

Any Educational Assistant required to supervise a child individually during a break shall take their fifteen (15) minute break either before or after the scheduled time.

ARTICLE 32 – SUPPLY TEACHER COVERAGE

32.01 Educational Assistants, upon request by the Principal/Vice-Principal, may provide coverage during teacher meetings or the absence of the regular teacher until such time as a supply teacher reports.

ARTICLE 33 – HEALTH AND SAFETY

33.01 The Board shall conform with the *Occupational Health and Safety Act* and the Terms of Reference as approved by the Ministry of Labour. The Employer shall ensure that all Joint Health and Safety Act Committee members are provided with all Employer information pertaining to health, safety and work environment issues.

33.02 The Union and the Employer agree that issues involving workplace aggression or violence shall be brought to and discussed in the Labour Management Committee meetings and may be referred as necessary to the Joint Health and Safety Committee. This shall not include any student programming issues and/or student discipline issues.

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

33.04 The Board agrees to continue to involve the Union in the Disability Management Program. The Union's Disability Management representative and Unit Chairperson will be invited to attend related return to work meetings with employees. The Board will consult with the Union on the development and implementation of an employee's return to work plan.

ARTICLE 34 – JOB SECURITY

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

ARTICLE 35 – RETROACTIVITY

35.01 This Agreement shall be retroactive with respect only to wages.

ARTICLE 36 – DURATION OF AGREEMENT

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

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

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

Executed by the duly authorized representatives of the parties at Whitby, Ontario this
13th day of November, 2008.

For the Board:

**For CUPE Local 218-Educational
Assistants:**

Janice Oldman, Chair

Linda Newman, CUPE National

Michael T. Gray, Resource

Don Bryans, CUPE Local 218 President

Lynne Cyr, Resource

Maureen MacInnis, Chair, Bargaining Committee

Lois Parkinson, Resource

Maureen Suddard, Bargaining Committee

Jaime Sheepwash, Resource

Laura Lucas, Bargaining Committee

SCHEDULE “A”

SALARIES AND ADDITIONAL ALLOWANCE

BAND 6

Steps	Sept. 1/08	Sept. 1/09	Sept. 1/10	Sept. 1/11
1	\$21.50	\$22.15	\$22.81	\$23.49
2	\$22.62	\$23.30	\$24.00	\$24.72
3	\$23.75	\$24.46	\$25.20	\$25.95

Additional Allowance

The Employer shall pay 100% of tuition fees for courses of study offered through an accredited educational institution that is job related that an employee enrolls in upon successful completion of the course in accordance with Administrative Procedure #427.

In order for the employee to be eligible to receive reimbursement, the employee shall apply in writing and provide details of the cost and a course outline to the immediate supervisor. If approved by the immediate supervisor, the request shall be forwarded to the Assistant Superintendent – Human Resources and Administrative Services for Employer approval.

The Employer shall have the right of approval or disapproval of the application of the employee.

LETTER OF UNDERSTANDING

January 11, 2007

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: AdHoc Safety Committee

The Board will commit to convene, on a bi-monthly basis, the AdHoc Educational Assistant Safety Committee.

The purpose of this committee will be:

- to ensure awareness of and compliance with the requirements of the WSIB reporting process including a thorough debriefing between the school administrator and Educational Assistant of situations where the Educational Assistant has been subjected to aggressive behaviour and/or injury;
- to provide a forum for the discussion of issues relating to injury or potential injury of Educational Assistants in the performance of their duties particularly in supporting students with exceptional needs;
- to creatively develop ideas to support staff in responding effectively to injurious and/or aggressive behaviour; and
- using these ideas, to collaboratively develop procedures and practices aimed at prevention, response and consistent reporting of injurious and/or aggressive behaviour.

The committee will be composed of:

- Superintendent of Education - Student Services (Chair);
- Two (2) representatives from the Educational Assistant Bargaining Unit to be determined by the Bargaining Unit;
- Representative of the Principal's Association;
- Educational Assistants Facilitator;
- Resource Teacher for Students with Special Programming Needs; and
- Additional Board staff - to serve as resource as required.

Sincerely,

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

LETTER OF UNDERSTANDING

January 11, 2007

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants Unit
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Redeployment Committee

Dear Maureen:

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

The mandate of the Committee is to:

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

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

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

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

LETTER OF UNDERSTANDING (cont'd)

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

Sincerely,

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

LETTER OF UNDERSTANDING

January 11, 2007

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Duty to Accommodate

Dear Maureen:

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

1. In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of their position due to a disability, as defined under the *Ontario Human Rights Code*, the Board and the Union, together with the employee shall meet to discuss and to consider the available medical evidence as provided under Article 25 regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together in a good faith and collaborative manner to consider how the employee's disability can be accommodated without causing undue hardship to the Board. In order to meet this statutory obligation, the affected employee shall participate and cooperate fully in this process.
2. The parties, subject to the employee's signed consent, shall share with each other all information relevant to the accommodation of the affected employee, including medical information and/or any existing restrictions or limitations pertaining to the employee's disability and information regarding the requirements/duties of the employee's position.
3. The parties agree they will attempt to accommodate employees in the following order:
 - (a) in their current position/location;
 - (b) in their current classification;
 - (c) in another classification with relatively comparable hours/rate of pay, but for which the employee possesses the requisite knowledge, skills and abilities;

LETTER OF UNDERSTANDING (cont'd)

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

Sincerely,

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

LETTER OF UNDERSTANDING

November 13, 2008

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: PDT Agreement - Staffing

Dear Maureen:

During the life of the Agreement, the Board will use available funding prescribed under the Section 5 of the PDT Agreement including the Union's proportional share of the funding allocated under Student Supervision Elementary Schools, to provide for the following hours of work:

- September 1, 2008 – Elementary schools – 6 hours, 20 minutes;
- September 1, 2008 – Secondary schools – 6 hours, 10 minutes;
- September 1, 2009 – Elementary/Secondary schools – 6 hours, 30 minutes;
- September 1, 2010 – Elementary/Secondary schools – 6 hours, 45 minutes;
- September 1, 2011 – Elementary/Secondary schools – 7 hours.

Any PDT funds remaining after the implementation of the above hours of work will be applied by the Board in an attempt to mitigate job losses due to declining enrolment and/or for budget purposes.

For the purposes of the aforementioned, base line permanent staffing will be set at the full time equivalent positions in the Board's budget as approved by the Board of Trustees on June 23, 2008. The Board will meet with the Union on an annual basis to review the allocation of the PDT funding prior to the start of the next school year. The parties agree that this letter does not affect the Board's rights under Article 3 and 13.

LETTER OF UNDERSTANDING (cont'd)

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

Sincerely,

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

LETTER OF UNDERSTANDING

November 13, 2008

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: School Closures

Dear Maureen:

In the event of a school closure, the following will apply:

- (i) Where a closed school is to be received by a single school community, employees will move to the receiving school forming part of the pre-posting staffing allocation of June of that school year.
- (ii) Where a closed school is to be received by multiple school communities the Board will attempt, where possible, to facilitate employees moving to the receiving school of their choice forming part of the pre-posting allocation of June of that school year in order of seniority preference. Employees will advise the Board in writing of their stated intention in order of school location preference for which they wish to be transferred to within two (2) working days from time of notice. The two (2) day time limit may be extended where reasonable extenuating circumstances exist.
- (iii) If redundancies are necessary, layoff notices to affected employees will be issued by reverse order of seniority as per Article 13.01 and 13.02 of the Collective Agreement.
- (iv) Employees affected by layoff are eligible to post to such vacancies and will be given preference to fill posted positions according to their qualifications and seniority as provided by Articles 13 and 14.
- (v) If no such vacancies exist, a redundant Educational Assistant may choose to exercise their seniority and bumping rights by displacing a less senior employee providing that the former is capable and qualified to perform the required work as per Articles 13.02(b)(iii) and (iv).

LETTER OF UNDERSTANDING (cont'd)

- (vi) As a courtesy and to continue with the parties' working relationship based on transparency, the Board agrees to invite the Unit Chair and Union Vice-President, or designate, to consult and discuss with management as part of the Educational Assistant placement process.
- (vii) Employees who are currently being accommodated in their employment as part of the Board's disability management program, will be afforded the opportunity to post to bargaining unit vacancies. The Board, in consultation with the Union, will make every reasonable attempt to accommodate the employee in their preferred placement subject to the needs of the school and undue hardship on the Board. Should layoffs be necessary, an employee successfully accommodated cannot be bumped from their work location by a more senior employee from the bargaining unit.
- (viii) This Letter of Understanding is entered into on a without prejudice basis to the parties existing rights and obligation under the current Collective Agreement.
- (ix) The Union agrees that it will not entertain or file any grievances as a result of this Letter of Understanding.

Sincerely,

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

LETTER OF UNDERSTANDING

November 13, 2008

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Professional Development

Dear Maureen:

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

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

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

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

Sincerely,

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

LETTER OF UNDERSTANDING

November 13, 2008

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Educational Assistants - Incremental Hours of Work

Dear Maureen:

With the implementation of increased hours of work contemplated through the Provincial Discussion Table Agreement, the amount of supervision assigned to Educational Assistants may increase based on the needs of the school and students.

A joint committee of equal representation will be struck as soon as practically possible following ratification of this Collective Agreement. The mandate of this Committee is to ensure the effective implementation and use of the incremental hours of work for Educational Assistants, including supervision, during the life of this Collective Agreement.

Sincerely,

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

LETTER OF UNDERSTANDING

November 13, 2008

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Group Benefits and Other Working Conditions

Dear Maureen:

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

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

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

Sincerely,

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

LETTER OF INTENT

January 11, 2007

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Supervision and Yard Duty

Dear Maureen:

In consideration of the provisions of Article 31.01, it is understood that all concerns with respect to the distribution of yard duty will be brought immediately to the attention of the respective Principal and may be acted upon by the Principal as deemed appropriate, in consultation with the Educational Assistant. Where the issue is unresolved the Employee may request reconsideration through their Union representative.

Sincerely,

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

LETTER OF INTENT

January 11, 2007

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Vacant Positions

Dear Maureen:

Employees who are declared redundant in May through the annual allocation review process and have successfully posted to another school, may submit a request to the Assistant Superintendent – Human Resources and Administrative Services with copies to the respective Principals that they be returned to their former school location should a vacancy arise or allocations be increased prior to the start of the school year. Consideration of the request is the sole discretion of the Board and is not subject to the grievance procedure under Article 15.

Sincerely,

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

LETTER OF INTENT

November 13, 2008

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Sick Leave Reduction

Dear Maureen:

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

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

Sincerely,

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

LETTER OF INTENT

November 13, 2008

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: OMERS Contributory Earnings

Dear Maureen:

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

Contributory earnings must include all regular recurring earnings as follows:

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

LETTER OF INTENT (cont'd)

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

Sincerely,

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

LETTER OF INTENT

November 13, 2008

Maureen MacInnis, Chairperson
CUPE Local 218- Educational Assistants
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Contracting In/Contracting Out

Dear Maureen:

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

Through the Labour-Management Committee, the parties will review opportunities to contract in work into the bargaining unit that is currently contracted out. Any such discussions must demonstrate if the Board were to consider contracting in any services, there would be a cost savings to the Board and an ability to meet system needs. The parties agree that any such discussions do not affect the Board's rights under Article 34.

Sincerely,

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

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