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**AGREEMENT**



DUFFERIN-PEEL  
CATHOLIC  
DISTRICT SCHOOL BOARD

**AND**

CANADIAN UNION OF  
PUBLIC EMPLOYEES - LOCAL 2026



**OCTOBER 1, 1999**  
**TO**  
**SEPTEMBER 30, 2001**

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**THIS AGREEMENT**, effective October 1, 1999 is by and between:

**DUFFERIN-PEEL CATHOLIC  
DISTRICT SCHOOL BOARD**  
(hereinafter called "the Employer" or "the Board")  
OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2026**  
(hereinafter called "the Union" or "the Employee")  
OF THE SECOND PART

**PREAMBLE**

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

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

**AND WHEREAS** the Employer and the Union recognize their mutual interest in maintaining harmonious relations between the Employer and its employees, fair and reasonable remuneration for services rendered having regard to

the responsibilities attached to the positions held, nature of the duties thereof, manner of their discharge, seniority in the service, security of tenure of office and promotions within the service;

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

**NOW THEREFORE** the Parties hereto agree as follows:

**ARTICLE 1 - RECOGNITION**

**1.01**

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

- a) is a Supervisor or is above the rank **of** a Supervisor;
- b) is a Secretary to:
  - the Director **of** Education
  - an Associate Director of Education
  - a Superintendent
  - the **Controller of** Finance
  - the Controller **of** Plant
  - the Manager **of** Health Promotion and Wellnessor is employed in Employee Relations, Benefits or Support Services Personnel Department.

**1.02**

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

**1.03**

**Union-Management Committees**

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

- a) The Bargaining Committee consisting of not more than **six (6)** representatives of the Union for the purpose of negotiating this Agreement and its renewal;
- b) The Employee Relations Committee consisting of five (5) representatives of the Union and (up to 5) representatives of the Employer to meet monthly or by mutual arrangement for the purpose of discussing any matters of mutual interest;
- c) The Grievance Committee consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Union representatives shall comprise the President, or designated alternate, the Chief Steward, or designated alternate and the appropriate Area Steward.

**1.04**

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

**1.05**

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

**1.06**

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

**ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01**

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

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

**2.02**

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

**ARTICLE 3 - UNION SECURITY**

**3.01**

**Membership in Union**

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

**3.02**

**Deduction of Dues**

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

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

**3.03**

**Notification of Amount**

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



#### **ARTICLE 4 - NO DISCRIMINATION**

##### **4.01**

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

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

#### **ARTICLE 5 - UNION REPRESENTATION**

##### **5.01**

- (a) The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Manager of Employee Relations or designate. When entering a department other than his or her own, a Union officer will first contact the Supervisor of that Department, or his or her deputy, and inform him or her as to the general nature of his or her business.
- (b) The Union may appoint or otherwise select up to seven (7) stewards, one (1) of whom may be designated the Chief Steward.

#### **ARTICLE 6 - NO STRIKES - NO LOCKOUTS**

##### **6.01**

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

#### **ARTICLE 7 - SENIORITY**

##### **7.01**

##### **Definition of Seniority**

Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of the Employer and its

predecessor Boards. Seniority lists shall be supplied to the Union on the first day of January each year during the term of this Agreement. Up-to-date seniority information shall be requested in writing to the Superintendent of Human Resources or designate, and will be made available to the Union.

#### **7.02**

##### **Probation**

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

#### **7.03**

##### **Seniority Upon Promotion or Transfer**

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

#### **7.04**

##### **Job Posting Procedure**

- a) The Employer will post a notice on the Board's Automated Job Posting System of full and part-time vacancies in existing classifications or newly created classifications, for vacancies that fall within the scope of this Agreement which the Employer intends to fill. The posting shall state the nature of the position, the department, level of position and other pertinent information. The posting shall be for a period of five (5) working days. The Employer will forward a hard copy of the posting information to the Union.
- b) No applicant from outside the Bargaining Unit shall be interviewed for a specific job vacancy until Bargaining Unit employees who meet the basic qualifications have had an opportunity to apply, have been interviewed, and advised that they have been unsuccessful.
- c) Each seniority employee who has applied for a job vacancy and meets the basic qualifications listed on the job posting shall receive a fair and impartial interview.
- d) The senior applicant for positions at levels 1 to 4 who meet the stated requirements of the position will be selected. Such stated qualifications and requirements shall be those necessary to perform the job functions and may not be established in an arbitrary or discriminatory manner.
- e) In promotions or lateral transfers to posted positions, other than appointments to supervisory positions, preference shall be given to those employees having the longest service or seniority, provided always that the employees in question are, in the opinion of the Employer, of equal skill, competence, and efficiency.

- 1) Where a temporary assignment exceeds two (2) months, the Board will advise the Union of the name of the temporary employee, the department and classification.
- g) In the event additional part-time work becomes available, employees who now work less than thirty-five (35) hours per week will be made aware of the available work through the job posting procedure and will be given the first opportunity to do such part-time work.
- h) Part-time employees who wish to do temporary assignments on their days off are required to advise the Personnel Coordinator. Subject to the employee's availability for scheduling and ability to perform the work available, seniority part-time employees shall be given preference for temporary assignments.
- i) On the request of a job applicant, the Personnel Coordinator and the Principal/Department Head will meet with the applicant for the purpose of explaining why that applicant was not selected for that position.
- j) Temporary assignments of over three (3) months at Level 5 or above, that are not related to a leave of absence shall be posted in accordance with the job posting procedure. When the assignment is terminated, the employee shall be returned to his/her position.
- k) Notifications  
Within ten (10) working days of the date of appointment to a vacant position, the name of the successful candidate shall be sent to each applicant and a copy posted on the C.E.C. bulletin boards. The Union shall be noti-

fied of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

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

**7.05**

**Trial Period**

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

**7.06**

**Layoff**

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

## 7.07

### Bumping

Employees who are laid off due to lack of work may:

- (a) elect to accept layoff rather than exercise the bumping rights set out below; or
- (b) displace the least senior bargaining unit employee in the same job classification level, same tenure, same percentage of time and same geographical area for which the individual is qualified to perform; or
- (c) if unable to bump under (b) above, displace the least senior bargaining unit employee in the same job classification level, same tenure, same percentage of time and different geographical area for which the individual is qualified to perform; or
- (d) if unable to bump under (b) or (c) above, displace the least senior bargaining unit employee in the same job classification level, different tenure, and/or different percentage of time for which the individual is qualified to perform; or
- (e) if unable to bump under (b), (c) or (d) above, displace the least senior employee in successively lower classification levels with the same tenure, and percentage of time as their previous position, for which the individual is qualified to perform, or the employee may displace the least senior employee in a higher classification level, where the employee has previously held the same position on a permanent basis and has performed successfully; or

- (f) if unable to bump under (b), (c), (d) or (e) above, displace the least senior employee in successively lower classification levels with different tenure, and/or different percentage of time whose position the individual is qualified to perform; or
- (g) if unable to bump under (b), (c), (d), (e) or (f) above, exercise rights under Article 7.12.

#### **7.08**

##### **Familiarization Period**

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

#### **7.09**

##### **Recall Rights**

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

#### **7.10**

##### **Recall to Work**

Recall to work shall be by registered letter delivered by mail or by outside courier addressed to the last address

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

**7.11**

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

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

**7.12**

**Temporary Employees During Layoff**

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

**7.13**

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



**7.14**

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

**7.15**

**Lateral Transfer**

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

**ARTICLE 8 - GRIEVANCE PROCEDURE**

**8.01**

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

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

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

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

**STEP 1**

An employee shall first submit the problem for a verbal discussion with the Supervisor/Principal concerned. The Supervisor/Principal concerned may have the assistance of the Manager of Employee Relations and the employee may have the assistance of the Chairperson of the Grievance Committee for such verbal discussion. No grievance shall be considered where the events giving rise to it occurred or originated (and the employee became or ought to have become aware of such occurrence or origination) more than ten (10) working days before lodging of the verbal grievance.

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

**STEP 2**

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

**STEP 3**

The grievor may present the written grievance to the Grievance Committee of the Board. The Grievance Committee shall attend with the grievor at a meeting held for this

purpose within ten **(10)** working days of the receipt by the Committee. The decision of the Grievance Committee of the Board shall be given in writing with four **(4)** working days.

**8.02  
Referral to Arbitration**

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

**8.03  
Definition of Working Day**

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

**8.04  
Employer Representation**

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

**8.05  
Union Policy Grievance**

A Union policy grievance, which is defined as an alleged violation of this Agreement which affects all or a substantial number of employees, may be lodged by the Chairperson of the Grievance Committee in writing to the Superintendent of Employee Relations at Step 2 of the grievance procedure at any time within ten (10) full working days after the

circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled, it may be processed to Step 3 and to arbitration in the same manner and to the same extent as the grievance of an employee.

**8.06**

**Employer Grievance**

A policy grievance of the Employer shall be in writing and may be initiated by the Manager of Employee Relations by delivering the grievance to the Union. If any such grievance is not settled within ten (10) working days of the date of such delivery, the Employer may refer the grievance to arbitration under Article 9.

**8.07**

**Individual's Grievance**

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

**8.08**

**Time Limits**

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

**ARTICLE 9 - ARBITRATION**

**9.01**

**Arbitrability of Grievances**

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

### **9.02**

#### **Composition of Arbitration Board**

The Board of Arbitration will be composed of one (1) nominee appointed by the Employer, one (1) nominee appointed by the Union, and a third person chosen by the other two (2) nominees to the Arbitration Board.

### **9.03**

#### **Single Arbitrator May be Proposed**

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

### **9.04**

#### **Naming of Nominees**

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

### **9.05**

#### **Alternative Method of Selecting Chairperson**

Should the two (2) nominees fail to agree upon the third person to be named as the Chairperson, then within seven (7) days of the notification set out in Article 9.04, the Minister of Labour for the Province of Ontario may be asked to nominate a Chairperson.

### **9.06**

#### **Decision is Final and Binding**

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

majority decision, the decision of the Chairperson shall be final and binding upon both Parties.

**9.07**

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

**9.08**

**Payment of Board Members**

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

**ARTICLE 10 - DISCHARGE AND SUSPENSION CASES**

**10.01**

**Special Grievance Procedure**

A claim by a seniority employee of discharge or suspension without just cause shall be treated as a grievance if a written statement of such grievance is submitted to the Superintendent of Employee Relations at Step 2 of the Grievance Procedure within ten (10) working days after the employee ceases working for the Employer. If properly processed, in conformity with Step 2, such grievance may proceed through the grievance and arbitration procedures set out in this Agreement.

**10.02**

**Union May be Represented**

Should it become necessary to discipline, suspend or

discharge an employee, it shall be done in the presence of an Executive member of the Union, if the employee so prefers.

## **ARTICLE 11 - HOURS OF WORK**

### **11.01**

#### **Normal Work Schedule**

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

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

### **11.02**

#### **Overtime Defined**

Overtime is defined as authorized time worked in excess of thirty-five (35) hours per week. Such overtime must be authorized in advance and in writing by the respective Supervisor.

### **11.03**

#### **Rate of Pay for Overtime**

Where an employee has been authorized to work overtime and has performed overtime work as defined in Article 11.02, the employee shall be paid at the rate of time and one-half

for such work, or the employee may at the discretion of the Supervisor/Principal, receive time off at the overtime rate. Such time off at the overtime rate shall be taken at a time mutually agreed upon by the Supervisor/Principal and the employee.

**11.04**

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

**11.05**

**Pay for Work on a Paid Holiday or Sunday**

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

**ARTICLE 12 - PAID HOLIDAYS**

**12.01**

**Recognized Holidays**

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

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

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

c) An appointed day in February shall be granted as an



additional paid holiday in a year when that day is declared a holiday by the Ministry of Education.

**12.02**

**Requirements to Receive Holiday Pay**

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

**12.03**

**Holiday During Vacation**

An employee shall be granted an extra day of vacation with pay when one (1) of the above mentioned holidays occurs during the approved vacation period.

**ARTICLE 13 - VACATION WITH PAY**

**13.01**

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

Less than one (1) year.....one (1) day per month to a maximum of ten (10) working days.

After one (1) year.....two (2) weeks

After two (2) years.....three (3) weeks

After ten (10) years.....four (4) weeks

After twenty (20) years.....five (5) weeks

**13.02**

Vacations with pay **will** be granted at times to be approved by the Employer in accordance with this Article and operating requirements of the Employer.

### Currency of Vacations

Vacation entitlement is calculated from July 1st of the preceding year to June 30th of the vacation year. An employee may submit a request to his/her Superintendent, to carry over one (1) week of vacation from the previous year, provided that the request does not conflict with departmental operation. If the Superintendent approves the request, that week of vacation must be used prior to June 30 of the next vacation year.

### 13.03

#### Notice to Payroll

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

## ARTICLE 14 - SICK LEAVE

### 14.01

#### Monthly Credit and Maximum Accumulation

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

### 14.02

#### Medical Certificate Required

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

cessity of such certificate.

#### **14.03**

##### ***Notification of Inability to Attend Work***

An employee who is unable to attend work on account of illness shall follow the appropriate reporting procedures as directed by the Supervisor, Principal or designate. Absences shall be reported as early as possible on the morning of such illness or other reason for the inability to attend work using the automated reporting system.

#### **14.04**

##### **Use of Sick Leave**

Sick leave is to be used for:

- a) illness or accident of a personal nature;
- b) supplementation of Workers' Compensation payments as set out in Article 14.05;
- c) the Director of Education may grant emergency leave up to a maximum in any one (1) year of ten (10) days to an employee. Days granted shall be deducted from sick leave credits.
- d) under special circumstances, additional leave may be considered by the Superintendent of Human Resources. Any additional leave granted with pay shall be deducted from sick leave credits.
- e) use of Sick Leave allowance shall be in accordance with the applicable requirements under Provincial and Federal statutes and regulations in force during the term of this Agreement.
- f) employees who are laid off from employment due to ill

ness, shall maintain recall rights to employment in accordance with Article 7.09.

- g) the Employer shall advise employees, in writing, of the amount of sick leave credits accrued by the 15th of March of each calendar year for twelve (12) month employees and the 31st of October for school year employees.

**14.05**

**Supplementation of Workers' Compensation**

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

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

**14.06**

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

**14.07**

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

**ARTICLE 15 - LEAVES OF ABSENCE**

**15.01**

**Leave for Personal Reasons**

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

**15.02**

**Bereavement Leave**

An employee shall be granted up to five (5) working days bereavement leave of absence with pay in the case of the death of a parent, wife, husband, or child. An employee will be granted three (3) working days bereavement leave in the case of the death of a parent-in-law, brother or sister. An employee will be granted one (1) working day bereavement leave in the case of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, fiancé(e) or former guardian. The time required, not exceeding one (1) working day shall be granted without loss of pay to an employee to attend a funeral as a pall bearer, provided such employee has the authorization of his/her immediate supervisor, which shall not be unreasonably withheld. The employee shall provide evidence upon request. Bereave

ment leave is not applicable where an employee is on vacation or sick leave at the time of bereavement. See also Article 14.04 (c) of the Collective Agreement.

### **15.03**

#### **Jury Duty or Quarantine**

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

### **15.04**

#### **Pregnancy and Parental Leave**

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

An employee **must**:

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

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

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

**15.05  
Union Conferences**

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

**15.06  
President's Leave**

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

**15.07  
Education Leave**

At the discretion of the Board, an Employee may be granted an Education Leave of Absence without pay or benefits for up to one (1) year. A written application for leave shall be made to the Director of Education at least four (4) months prior to the proposed commencement of the leave. For ten

(10) month employees, it is preferable that any leave granted commence at the beginning of, and terminate at the end of, a school term.

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

## **ARTICLE 16 - PENSION PLAN AND RETIREMENT POLICY**

### **16.01**

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

The Employer shall make the required contribution to the Ontario Municipal Employees' Retirement System on behalf of each employee enrolled in the pension plan, in accordance with the terms and conditions of the Ontario Municipal Employees' Retirement System (O.M.E.R.S.) The Employer will make the required contributions to the Canada Pension Plan.

### **16.02**

#### **Retirement Age**

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

## **ARTICLE 17 - EMPLOYEE HEALTH BENEFITS**

### **17.01**

#### **Benefits and Contributions**

The Employee shall be entitled to benefits in accordance with the terms and conditions set out in each plan based



upon full-time employment of employees eligible to enroll in such plans.

The agreement to pay the cost of a group benefit in whole or in part, shall be construed **as** an intention or obligation on the part of the Board to pay or provide the benefits under any such plan to any Employee should any insurer fail or refuse to provide same, in whole or in part.

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

Actual benefit coverage will commence on the date upon which the Benefits Department receives the complete and fully executed documentation package.

The Employer shall contribute the following proportion of premiums.

- a) Semi-private hospital coverage..100% of required premium.
- b) Major Medical Plan with extension to cover: eyeglasses \$200, hearing aids \$500 every five years, Chiropractic coverage maximum \$225 per person beyond government plan, and Health Care outside Canada. Deductible \$10 single, \$20 family.....90% of required premium
- c) Group Life Insurance - \$10,000 basic life insurance coverage .....100% required premium  
Additional optional Life Insurance coverage at 3 X annual salary .....80% of required premium

- d) Dental Plan II based on current O.D.A. Fee Guide, ...90% of required premium. Maximum Orthodontic \$3000. Maximum individual Dental \$2000.
- e) Long Term Disability  
The Board shall provide a Long Term Disability Plan and pay 100% of the required premiums. An employee absent for seventy-five (75) working days for the same continuing disability shall apply for Long Term Disability benefits and, if eligible for same, will receive benefits under the plan.

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

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

**17.02  
Right to Change Carriers**

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

**17.03  
Conditions of Employment**

- a) Joining the Dental Plan  
Newly-hired employees **must** join the Dental Plan se

lected by the Board if they are eligible as defined by the Plan.

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

**17.04**

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

**17.05**

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

- (i) Such insurance shall be in the amount of \$10,000 to a maximum of \$50,000.
- (ii) The employee shall pay the full cost of such insurance and shall pay the premiums by means of bi-weekly payroll deduction.

**17.06**

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

**ARTICLE 18 -WAGES AND ALLOWANCES**

**18.01**

**Method of Payment**

Employees shall be paid bi-weekly by direct deposit, on Thursdays, in accordance with Schedule "A" which is attached and forms a part of this Agreement.

**18.02**

**Authorized Use of Personal Automobiles**

Where employees are required to use their vehicle for authorized business of the Employer, they shall be reimbursed at the following rates:

<u>Kilometers</u>	<u>Rate</u>
up to 5,000 kms	\$0.30 per km
over 5,000 kms	\$0.26 per km

Mileage shall be calculated from the first work assignment and end at the last work assignment of each day.

**18.03**

**New or Changed Classifications**

Pay rates for each job classification are set out in Schedule "A". Job classifications are set out in Schedule "E".

The Employer and the Union shall jointly review the existing job evaluation process, as it applies to new classifications and to existing classifications where the Supervisor/Superintendent deems major changes in duties have occurred on or after June 1, 1999.

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

All classification changes will become effective on the date the job description was signed by the employee's Superintendent.

The Employer will meet with the Union President to jointly determine the new job classification level.

**18.04**

**Rate of Pay Following Promotion, Demotion or Transfer**

- a) Employees transferred laterally, will maintain their experience level.
- b) Employees transferring to a position with a higher classification level will be paid at the pay rate in the new level that is next higher to his/her old pay rate.  
Employees who are due to an incremental increase within two (2) weeks, and are transferred to a position with a higher classification level, will be paid at the pay rate in the new level that is next higher to the incremental rate that was due.
- c) Employees moving down one (1) or more levels due to layoff or by personal choice will be paid at the same experience rate in the new pay level.
- d) Following promotion or transfer, anniversary increments will be paid according to the experience accumulated in the new level as set out in Schedule "A".
- e) Employees whose positions are reclassified upwards shall retain the same experience level for pay purposes.

**18.05**

**Experience Allowance Upon Hire**

The Employer may grant an experience allowance to a newly

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

**18.06  
Education Allowance**

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

**18.07  
Payment for Acting Personnel**

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

Employees who are temporarily placed in acting assignments shall be permitted to advance up to the 6-month step on the salary grid (Schedule "A"), should such an assignment continue longer than six (6) months. No further progression shall be allowed for the remainder of the acting assignment.

**ARTICLE 19 - RETIREMENT ALLOWANCE**

**19.01  
Conditions for Allowance**

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

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

**19.02**

**Calculation Formula**

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

**ARTICLE 20 - GENERAL CONDITIONS**

**20.01**

**Notice Board**

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

**20.02**

**Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the terms and conditions of this Agreement, and the rights and duties under it. For this reason, the Board shall issue a printed copy of the Agreement to each employee and the cost of all copies shall be shared equally between the parties. It is understood that the Agreement will be printed in a Union shop.

**20.03**

The Employer will advise the Union of all newly hired employees, their classification, department and starting salaries. The Employer will advise the Union of the dismissal or resignation of an employee prior to such dismissal or res

ignation, if possible, or within two (2) working days if such is not possible. The Employer shall provide the Union with a copy of all job notices.

**20.04**

**Correspondence**

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

**20.05**

**Access to Records**

An Employee shall have access during normal business hours to his/her personnel file at the Catholic Education Centre upon prior written request to the Superintendent of Human Resources, and in the presence of the Superintendent of Human Resources or designate. If an Employee requests photocopies of documents in the Employee's file, the Board will provide such copies within three (3) working days.

**20.06**

**Letters of Intent**

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

**20.07**

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



**20.08**

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

**20.09**

**School Secretary Absence**

If a secretary is absent from school due to illness, the Principal must request the assignment of a temporary replacement through the office of the Family of Schools Superintendent.

**20.10**

**Health and Medical Procedures**

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

**ARTICLE 21 - SCHOOL YEAR EMPLOYMENT**

**21.01**

**School Year Employment**

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

**21.02**

**Sick Leave**

Sick Leave shall be calculated at *two* (2) days per month in accordance with the Sick Leave Plan, i.e. days per year, to a maximum accumulation of *two* hundred (200) days for ten (10) month staff and two hundred and twenty (220) days for

ten (10) month plus four (4) week staff.

**21.03**

**Experiences and Increments**

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

**21.04**

**Vacations**

Vacation pay entitlement shall be added to each regular pay. Vacation pay entitlement shall be added to each regular pay.

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

**21.05**

**Work Year**

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

**21.06**

**Paid Holidays**

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

**21.07**

**Other Exclusions**

Collective Agreement Articles 12.03, 13.01, 13.02 and 13.03 are not applicable to school year employment.

## **ARTICLE 22 - TERM OF AGREEMENT**

### **22.01**

#### **Effective Term**

This Agreement shall remain in effect from the 1st day of October 1999 until the 30th day of September 2001 and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing not more than four (4) calendar months and not less than one (1) calendar month prior to the date of its termination of its desire to terminate or amend this Agreement.

### **22.02**

#### **Negotiations**

Following receipt of the notice set out in Article 22.01 above, the Parties shall meet within twenty (20) working days, and every effort will be made to negotiate in good faith.

### **22.03**

The Board will provide the Union with a scattergram by March 15th, indicating the number of employees at each experience level on the grid, and the benefits received by the employees.

These figures will be used in calculating the base costs for the subsequent collective agreement.

IN WITNESS WHEREOF each of the authorized representatives of the Parties have signed this Agreement at Mississauga, Ontario on the 28th day of February, 2000

FOR THE EMPLOYER:

FOR THE UNION:

DUFFERIN-PEEL CATHOLIC  
DISTRICT SCHOOL BOARD

*G.P. Lewis*  
*J. Otter*  
*McFadden*  
*Arthur J. Sheppard*  
*Susan Weir*  
*W.P. G.*

CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 2026

*Debra Horn*  
*Linda Aspinall*  
*Linda Salt*  
*Ruth Southwell*  
*Rita Sheward*  
*Ram Madayia*

**SALARY SCHEDULE "A"**

OCTOBER 1, 1999 – SEPTEMBER 30, 2000

	BASIC	6 MTHS	1 YEAR	2 YEARS
LEVEL 1	436.98	458.83	481.77	505.90
LEVEL 2	470.81	494.34	519.07	544.96
LEVEL 3	511.91	537.50	564.38	592.66
LEVEL 4	549.92	577.41	606.28	636.66
LEVEL 5	593.97	623.67	654.85	687.67
LEVEL 6	641.90	674.01	707.71	743.20
LEVEL 7	693.04	727.69	764.07	802.43

**SALARY SCHEDULE "A"**

OCTOBER 1, 2000 – SEPTEMBER 30, 2001

	BASIC	6 MTHS	1 YEAR	2 YEARS
LEVEL 1	445.72	468.01	491.41	516.02
LEVEL 2	480.23	504.23	529.45	555.86
LEVEL 3	522.15	548.25	575.67	604.51
LEVEL 4	560.92	588.96	618.41	649.39
LEVEL 5	605.85	636.14	667.95	701.42
LEVEL 6	654.74	687.49	721.86	758.06
LEVEL 7	706.90	742.24	779.35	818.48

**NOTE 1**

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

ment is grievable.

**JOB CLASSIFICATION SCHEDULE "B"**

**Job Classification LEVEL 1**

**Job Classification LEVEL 2**

**Job Classification LEVEL 3**

Library Secretary - Professional & Media Services

Library Secretary - Elementary

Mail Room Clerk

Print Room Clerk

**Job Classification LEVEL 4**

Assessment Clerk

Assistant Secretary - Elementary

Assistant Secretary - Secondary

Boardwide Forms Clerk

Clerk - Curriculum Administration

Clerk - Special Services Administration

Junior AV Technician

Library Secretary - Secondary

Mail Room Clerk/Relief Receptionist

Reception/Switchboard Operator

**Job Classification LEVEL 5**

Assistant Secretary - Continuing Education

Attendance Secretary

Clerk - Accounting

Clerk - Administrative Services

Duplicating Technician

Expediter

Payroll Clerk

Personnel Assistant - Teacher Personnel  
Print Operator  
Resource Secretary - Program (Miscellaneous)  
Resource secretary - School Families (Miscellaneous)  
Secretary -Accounting  
Secretary - Administrative Services  
Secretary - Health & Safety  
Secretary - Planning Department  
Secretary - Plant  
Secretary - Professional & Media Services  
Secretary - Program  
Secretary - Purchasing  
Secretary - Staff Development  
Secretary - Transportation  
Clerk - Plant  
Secretary - Night School  
Secretary - Summer School

**Job Classification LEVEL 6**

Accounting Clerk  
Area Coordinator Transportation  
Clerk - Staff Development  
Grants Clerk  
Guidance Secretary  
Head Secretary - Elementary  
Library Technician  
Resource Secretary  
Secretary - Construction  
Secretary - Continuing Education  
Secretary - Information Technology  
Secretary - Special Services Administration  
Senior Clerk - Assessment  
Senior Clerk - Payroll  
Storekeeper - Purchasing

**Job Classification LEVEL 7**

AV Technician  
Buyer  
Computer Operator  
Hardware/Software Technician  
Head Secretary - Secondary  
Secretary - Design  
Senior Assistant - Teacher Personnel  
Senior AV Technician

**LETTER OF INTENT #1**

Re: Elementary Secretarial Staffing Ratio

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

<u>Student Enrollment</u>	<u>FTE</u>
Less than 600	1.0 secretaries
601 - 850	1.5 secretaries
851 +	2.0 secretaries

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

<u>Student Enrollment</u>	<u>FTE</u>
Less than 500	1.0 secretaries
501 - 750	1.5 secretaries
751 +	2.0 secretaries



## **LETTER OF INTENT #2**

The parties agree to jointly develop a Deferred Salary Leave Plan and submit it to Revenue Canada, OMERS, and any other outside agency that may be affected, for approval.

Following approval, the parties agree to implement the plan effective January 1<sup>st</sup> of the following school year. This approved plan will then be considered appended to the collective agreement.