



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 3166**

**SEPTEMBER 1, 2008 TO AUGUST 31, 2012**

**13082 (03)**

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**PREAMBLE**

WHEREAS, it is the goal of the Halton Catholic District School Board to facilitate the optimum development of each child in accordance with each individual's potential and the requirements of society, both religious and secular, and

WHEREAS, the Halton Catholic District School Board, as representative of the parents, is entrusted with developing a school system of spiritual and academic growth and is committed to imitating the values of Jesus as exemplified in loving the Lord our God with all our heart, soul, mind and strength and loving our neighbor as ourselves, and

WHEREAS, the CUPE Local 3166, who are employed to assist in the Halton Catholic District School system, by virtue of their contractual commitment, will acknowledge and respect this commitment to Christ like values by word and action, and

WHEREAS, it is essential that the Halton Catholic District School Board and its CUPE Local 3166 staff maintain the harmonious relationship that exists between them; and

WHEREAS, it is the desire of the Halton Catholic District School Board, its CUPE Local 3166 staff and their agencies, associate bodies or representatives to agree upon any interpretation of this Collective Agreement,

IT IS the intent of the Halton Catholic District School Board and its CUPE Local 3166 staff to set forth those Articles of Agreement which specify this contractual relationship.

The Halton Catholic District School Board and CUPE Local 3166 are committed to improve student achievement reduce gaps in student outcomes and increase confidence in publicly funded education.

**ARTICLE 1 - Purpose**

- 1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Board and its employees represented by the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Board and its employees, to make provisions herein for wages, hours of work and working conditions, and to provide an orderly method of settling grievances under this Agreement which may arise from time to time.

**ARTICLE 2 - Recognition**

- 2.01 The Board recognizes the Canadian Union of Public Employees, Local 3166 as the sole and exclusive bargaining agent for all clerical and technical office employees of the Halton Catholic District School Board in the Regional Municipality of Halton, save and except Executive Assistant to the Director of Education, Secretary to Superintendents of Education, Secretary to Superintendent of Business Services and Treasurer, Secretary to Superintendent of Facilities Services, Secretary to Executive Officer, Human Resources Services, Secretary to Administrator, Human Resources Services, Accountant, Payroll Officer, persons above such ranks, and persons in bargaining units for which any trade union held bargaining rights as of October 29, 1986, being the date of application.
- 2.02 The Union recognizes the negotiating committee of the Board as the official body to represent the Board and to negotiate on its behalf.
- 2.03 Both the Board and the Union shall have the right to have the assistance of counsel and/or an adviser when dealing with the Board at Step 2 of the grievance procedure or when negotiating with the Board, or any other meeting consented to by the Board and to be attended by either elected representatives of the Board or the Executive Officer, Human Resources Services, or designate.
- 2.04 No employee shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Collective Agreement.

**ARTICLE 3 - Deduction of Dues**

- 3.01 The Board agrees as required by S.47 of the Ontario Labour Relations Act, 1995, as amended, to deduct from the wages of each employee in the bargaining unit the amount equal to the regular Union dues from their date of hire.
- 3.02 The amount of dues shall be those required to be paid by a member and authorized by the Union in accordance with the provisions of its by-laws and constitution, and the Union shall notify the Board of any changes therein and such notice shall be the Board's conclusive authority to make the deductions specified.

- 3.03 The Union shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of deductions authorized by the Union.
- 3.04 Dues deductions shall be forwarded to the Secretary-Treasurer of the National Office **no** later than fifteen (15) days following the month during which such deductions were made. Such deduction shall be accompanied by a list of those employees from whom deductions were made with a copy to the Secretary Treasurer of the Local. The Board will have no responsibility to collect past due Union dues.
- 3.05 The Board will furnish the Secretary of the Union with:
- (a) list of names, addresses and location of all seniority employees by September 30<sup>th</sup> of each year;
  - (b) changes in the addresses of seniority employees by September 30<sup>th</sup> and June 1<sup>st</sup>;
  - (c) new hires within the month of following the date of hire;
  - (d) termination of seniority employees;
  - (e) list of part-time employees including location and hours of work.
- 3.06 All employees who are now members of the Union shall remain members of the Union and all new employees shall, upon completion of their probationary period, subject to Clause 2.01, become members of the Union.

#### **ARTICLE 4 - Access to Records (Personnel Files)**

- 4.01 (a) An employee shall, upon written request to the Executive Officer, Human Resources Services, be granted the opportunity to view his/her personnel file in the presence of the Executive Officer, Human Resources Services , or designate.
- (b) An employee may request photocopies of any documents in their personnel file and that request shall not be denied. Such copies will be provided within 48 hours for substantial requests.
- (c) The Employer shall recognize a signed consent form from any member of this bargaining unit which allows the national representative to have access to their personnel file in the presence of a designated Human Resources Services person and to request photocopies of any document in that file. This request will not be denied.

#### **ARTICLE 5 - No Discrimination**

- 5.01 (a) The Board and the Union agree that there shall be no discrimination, and/or harassment by either party with respect to any employee in accordance with the Human Rights Code, as amended from time to time.
- (b) The Board and the Union agree that there shall be no discrimination, restriction or coercion by either party with respect to any employee by reason of his/her activity or lack of activity in the Union.

5.02 The Union will not engage in Union activity during working hours or hold meetings at any time:

- (a) on the premises of the Board Administration Centre without the permission of the Executive Officer, Human Resources Services or;
- (b) on the premises of any of the Board's schools without the permission of the Director of Education or designate.

5.03 The Board recognizes that no employee shall be subject to sexual harassment. Sexual harassment shall be defined by the *Ontario Human Rights Code*. If the Boards decides a transfer is necessary because of an incident or incidents considered to be sexual harassment, the employee who has been harassed shall not be transferred against his/her will.

5.04 Harassment. The Board and the Union agree that every employee has a right to freedom from harassment in the workplace. Any employee who believes he/she has been harassed, has the right to seek redress in accordance with the Board's Administrative procedure.

#### **ARTICLE 6 - Management Rights**

6.01 The Union recognizes that it is the function of the Board to manage the affairs of its operation, to hire, to lay off, to suspend, to terminate, to discipline employees and to direct the working forces of the Board, subject to the terms of this Agreement. The Board shall not exercise its rights to direct the working forces in an unfair or discriminatory manner.

#### **ARTICLE 7 - Union Representation**

7.01 The Board shall recognize a Union Committee, consisting of not more than four (4) employees. The Board will meet with the Union Committee on any matter properly arising out of this Agreement, and/or to process grievances in accordance with the Grievance Procedure, and/or conduct negotiations for or renewal of this Agreement.

7.02 The Board will recognize as stewards not more than five (5) employees and the Union shall notify the employer, in writing, of the names of such employees and any changes as they occur. The Board shall not be obliged to recognize any steward until it has been so notified in writing.

7.03 It is understood that the stewards and committee-persons have their regular work to perform on behalf of the Board. If it is necessary for a steward or committee-person to investigate a grievance during working hours, the steward or committee-person shall not leave work without first obtaining the permission of the supervisor. Subject to operational requirements, such permission shall not be unreasonably withheld. If requested, he/she shall give a reasonable explanation why the employee deems such

action is necessary and an estimate of the time he/she will be away from his/her regular work. When resuming regular work, the steward or committee-person shall again report to the supervisor. The preparation of grievance documentation shall not be carried out within regular working hours by the stewards, committee-persons or aggrieved employee.

- 7.04 A steward or a member of the Union Committee referred to in Articles 7.01 and 7.02 hereof shall have the privilege of attending designated grievance procedure meetings and meetings held to negotiate the renewal of this Agreement held within regular working hours and will be compensated for time spent during such hours at regular straight time rate of pay, exclusive of all premiums, subject to the following:
1. All time shall be devoted to the prompt handling of grievances.
  2. The steward and griever concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
  3. All time away from work shall be properly reported.
- 7.05 The Board agrees to forward to the Union copies of all Board resolutions and by-laws which affect the members of the Union . Failure to do so, caused by oversight, shall not constitute a breach of this Agreement.
- 7.06 The Board will post a copy of the collective agreement on the Board's intranet within 30 days of proofing following ratification by both parties.
- The Board will provide 20 copies of the collective agreement for the Local President for Union Business.
- 7.07 The Board agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- 7.08 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Officer, Human Resources Services, and the Recording Secretary of the Union, President of the Union and the CUPE National Representative, with a copy to the Recording Secretary of the Union. A copy of any correspondence between the Board and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement, shall be forwarded to the President of the Union or his/her designate.
- 7.09 No seniority employee in the bargaining unit will be laid off or demoted as a result of the Board contracting out.
- 7.10 The Union shall have the right to post notices of meetings and other notices approved by the Board.



## ARTICLE 8 – Seniority

### 8.01 Seniority Defined

- (a) Subject to the provisions hereinafter set forth, “seniority” is defined for the purposes of this agreement as the length of service of an employee with the Board, computed from a date three (3) months prior to the date such employee actually attains seniority as provided in 8.04 hereof. For Job Posting purposes only, seniority shall be defined as length of service of an employee within the bargaining unit.
- (b) It is agreed for the purposes of pro-rating seniority for employees working less than full time hours (24 hours per week) the following will apply:
  - (i) Employees who work full time hours and ten (10) months of the year, they shall be credited with 10/12th
  - (ii) Employees working less than full time hours, seniority shall be equal to the number of hours of service with the board since their last date of hire. (Not to exceed 24 months)
- (c) For the purpose of seniority rating, an employee’s length of service shall commence and accumulate from the date on which he/she entered service of the Board.
  - (i) Seniority will continue to accrue if an employee:
    - (a) is on any period of paid leave of absence;
    - (b) is on any period of paid sick leave;
    - (c) is on any period of paid vacation;
    - (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
    - (e) is on any period of W.S.I.B. benefits (up to a limit of twenty-four [24] months) as applicable;
    - (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
    - (g) is on any period of approved pregnancy, adoption, paternity or parental leave in accordance with the *Employee Standards Act*.
  - (ii) Seniority will be maintained but not accrued if an employee:
    - (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
    - (b) is laid off for less than twelve (12) months;
    - (c) is on a maximum three (3) month trial period of an out of the bargaining unit position;

- (d) is on W.S.I.B. benefits in excess of twenty-four (24) months;
- (e) is promoted to a temporary position out of the bargaining unit position of twelve (12) months or less.

(iii) Loss of Seniority

An employee loses all seniority and his/her employment with the Board shall be terminated under the following conditions:

- (a) the employee resigns;
- (b) is discharged for just cause and is not reinstated.
- (c) is absent from work for more than three (3) consecutive working days without notifying the Board within the period and without an explanation satisfactory to the Board upon return to work;
- (d) is recalled from layoff and fails to return to work within seven (7) days (except if the employee has an explanation satisfactory to the Board) after the Board's notice of recall is sent by registered mail to the last address shown on the Board's payroll records;
- (e) is absent from work without an explanation, satisfactory to the Board, beyond the period of any leave of absence granted by the Board;
- (f) is laid off for a period of twelve (12) months or more;
- (g) if the employee is absent from work due to illness for more than two (2) years. Before the Board removes an employee from the seniority list under the provisions of this clause (g), the Board will review the individual case.

8.02 It shall be the duty of the employee to notify the Board promptly in writing of any change of address. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee. Any notice sent by the Board by registered mail to the address of the employee which appears on the Board's payroll records, and received and signed for by the employee, shall be conclusively deemed to have been received by the employee.

8.03 Promotions, permanent transfer, lay-offs and recalls after lay-offs within the bargaining unit shall be based upon the abilities and qualifications of an employee to satisfactorily perform the work involved. As between employees whose abilities and qualifications are relatively equal, seniority will govern. The abilities and qualifications shall not be decided in an arbitrary or discriminatory manner. In the case of a lateral transfer, seniority shall be the governing factor.

- (a) A “lay-off” shall be defined as a separation from or cessation of work for more than three (3) working days.
- (b) “Permanent transfer” shall be a permanent transfer to a job carrying the same rate of pay.
- (c) “Promotion” shall be defined as a permanent transfer carrying a higher rate of pay.
- (d) “Lateral transfer” shall be defined as a move of an employee between two locations where the incumbent is in the same position, as per Appendix A (example: Elementary School Secretary to Elementary School Secretary).

#### 8.04 Probationary Employees

An employee will be considered on probation and will not be placed on a seniority list and shall not have any seniority rights hereunder until the employee has worked for the Board for a period of three (3) months, and shall then be entitled to be placed on the seniority list. The Board may extend the probationary period of an employee for an additional three (3) months with the agreement of the Local President.

- 8.05 The Board shall prepare a seniority list and agrees to post the seniority list by March 31<sup>st</sup> of each year showing date of hire and location of each employee. A copy of the seniority list shall be forwarded to the Recording Secretary of the Local.

### **ARTICLE 9 - Job Vacancies**

- 9.01 (a) The Board agrees to post all positions of at least four (4) months duration for five (5) working days. The job posting will show the position title, classification level, salary, hours per week, location, requirements of the position and whether a ten (10) or twelve (12) month position. An employee who is the successful applicant of a temporary job vacancy will be required to fulfil the term of the temporary vacancy before the employee may be considered for another temporary job vacancy. The employee may apply and be considered for any permanent job vacancy that arises during the term of the temporary assignment.
- (b) In filling vacancies, the Board shall do so in accordance with 8.03 herein. The successful candidate will be notified within fifteen (15) working days from the closing date of the posting. The Board will endeavour to place the successful candidate in the position within twenty-five (25) working days from the date of notification to the successful candidate. In the event the Board is unable to place the successful candidate in the new position within the twenty-five (25) working days and providing the rate of the position is higher than the candidates present rate then the higher rate will apply to the candidate on the twenty-sixth (26th) day.

- (c) The Board agrees that during the posting procedure, no outside advertisement shall be made. Upon completion of the internal posting procedure each applicant shall be advised in writing of the results.
- (d) If a part time position becomes a full time position on a temporary basis for a period of less than six (6) months, then the remainder of the position will be offered to the present incumbent. If the incumbent declines the full time position, the remainder of the position will be filled by the Board.

If a part time position becomes a full time position on a temporary basis for a period of more than six (6) months, then the full time position will be posted in accordance with the Collective Agreement.

- 9.02
- (a) If an employee is successful in their application for a lateral transfer, the appointment will be considered temporary for a period of five (5) working days. Up to and including the fifth working day, should the employee wish to return to their former position, it shall be without loss of seniority or wages.
  - (b) If an employee is successful in their application for a promotion, the appointment will be considered temporary for a period of three (3) months from the date of their appointment. Conditional on satisfactory service as determined by the Board or the employee, such promotion shall become permanent after the period of three (3) months. In the event the promotion does not become permanent, the employee shall be returned to their former position without loss of seniority and prior wages or salary.
  - (c) The applicant returning to their former position shall not be considered for another transfer or promotion for a period of six (6) months from the date of return.
  - (d) Any other employee affected by the rearrangement of positions, shall also be returned to their former position without loss of seniority and prior wages or salary.

9.03 In no case shall a temporary employee exercise seniority against a regular employee. If a vacancy for a regular position is not filled by a regular employee, temporary employees, who applied for the vacancy, shall be considered prior to hiring a new employee.

## **ARTICLE 10 - Lay Off and Recalls**

10.01 Both parties recognize that job security should increase in proportion to length of service. A lay off is defined as a reduction in the normal hours of work or a reduction in the work force, employees shall be laid off in the reverse order or their seniority and in accordance with Article 10.03. System redundancies can occur for numerous reasons such as the staffing formula for student enrolment and/or school program closures. Employees shall be recalled in the order of their seniority, provided that they are qualified to do the work.

- 10.02 Staff displacement will be controlled by the Board. Employees will be eligible to displace an individual within their position with the least seniority; this is intended to minimize the disruption in the system. To be eligible to displace another employee, employees must have greater accumulated seniority than the employee they are to displace. Seniority of each employee will be as defined in the posted March 31<sup>st</sup> list as per article 8.05. If the home position is unavailable, displaced employees will be given an opportunity to displace another employee with less accumulated seniority in a lower classification to which the Board deems suitable with respect to relative skill and ability, if deemed qualified by the Board.
- 10.03 When a lay off is to occur as defined in 10.01, the Board will notify the affected individuals of the system redundancy with a copy to the Unit President. The Board will notify the most senior employee that they are entitled to displace the least senior employee in that position. The least senior employee will also receive notification from the Board.
- 10.04 The most senior employee who received a notice of lay off must indicate in writing to Human Resource Services, within five (5) working day of receipt of the notice that they wish to displace or accept the lay off. If written notification is not received in the time period referred to above, they shall be deemed to have opted to be laid off.
- 10.05 If the senior employee elects to displace the least senior employee in that position, then they shall be moved by the Board to their new location. The least senior employee will be notified by the Board that their position has been declared redundant. The notification letter will indicate which position they are eligible to bump into with their classification or one lower. Displaced employees will be given five (5) working days of receipt of the notice to indicate their intent to displace or to be placed on lay off with first right of recall
- 10.06 The Board shall notify employee, who are to be laid off thirty (30) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) full days after notice of lay off, they shall be paid in lieu of work for that part of thirty (30) days during which work was not made available.
- 10.07 If for unforeseen circumstances, the Board cannot contact a ten (10) month employee during the months of July and August to serve a notice of lay off, the employee affected will receive thirty (30) days pay in lieu of notice.
- 10.08 Recall: An employee on layoff will have the right of recall for three months following receipt of their notice provided in 10.05. For employees on recall for a ten (10) month position, July and August will not be counted towards their three month recall window.
- 10.09 During the right of recall period an employee on layoff will automatically be placed into the first available vacancy for their original position or in a position in a lower classification for which they are qualified as per article 8.03. The posting provisions are waived in a right of recall placement.
- 10.10 Efforts will be made to keep displaced employees within the same geographical area. However, since this is not always possible, displaced employees are given the choice

between accepting the assignment outside of the geographical area or going on lay off with right of recall.

- 10.11 No new or part time employees will be hired during the recall period unless those employees on layoff/recall are not qualified to do the work.
- 10.12 Temporary assignments will be offered to laid off employees prior to being offered to any other person. Such assignments will be offered in accordance with Article 8.03 of the Collective Agreement. Laid off permanent employees who fill temporary assignments will accumulate seniority as per the Collective Agreement. A refusal of temporary assignment will not affect an employee's layoff and recall rights.
- 10.13 If a permanent employee refuses a permanent placement deemed suitable by the Board while on right of recall, or at the end of three months, whichever occurs first, they are deemed to have resigned.
- 10.14 Grievances concerning layoffs due to a reduction in the work force shall be initiated at Step No. 3 of the Grievance Procedure.
- 10.15 By September 15<sup>th</sup> of each school year, a displaced employee whose job is re-posted due to staffing changes, will have the first right of recall.

#### **ARTICLE 11 - Grievance Procedure**

- 11.01 "Grievance" shall mean a complaint or claim concerning the alleged violation of the provisions of this Agreement.
- 11.02 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until the employee has first given the immediate supervisor an opportunity to adjust the employee's complaint. The employee's immediate supervisor shall give the employee a reply within two (2) working days.
- 11.03 No grievance shall be considered which was not presented within ten (10) working days after the circumstances which gave rise to it came to the attention of or should have come to the attention of the employee concerned.
- 11.04 The written grievance shall be signed by the grievor and shall contain a summary of all issues disputed and of the remedy requested by the grievor.
- 11.05 The original copy of a grievance to be considered in the grievance procedure will be submitted to the Human Resources Services where each grievance shall, upon being received, be processed in accordance with the steps outlined in this article. Grievances shall be adjusted and settled as follows:

**STEP No. 1**

If an employee has a grievance, the employee shall first and immediately within the ten (10) working days referred to in 11.03 submit the grievance, in writing to the appropriate supervisor. If the employee wishes, assistance of the steward may be requested. The appropriate supervisor shall, whenever practicably possible, give an immediate answer on the grievance to the employee, but in no event shall the answer be delayed beyond seven (7) working days. The next step of the grievance procedure may be taken with seven (7) working days of the appropriate supervisor's giving a written decision, but not thereafter. The written grievance herein referred to shall be in triplicate upon the grievance form and such written grievance shall be signed by the grieving employee and be fully completed in all respects.

**STEP No. 2**

The written grievance shall, within seven (7) working days of the appropriate supervisor giving a written decision, be submitted to the Executive Officer, Human Resources Services, or designate. The Executive Officer, Human Resources Services, or designate, shall then meet with the steward and griever within seven (7) working days after the written grievance is so submitted to the Executive Officer, Human Resources Services, or designate, for the purpose of endeavouring to settle the grievance. The Executive Officer, Human Resources Services, or designate, shall then give an answer in writing within seven (7) working days following the meeting.

**STEP No. 3**

If the grievance is not settled up to this point, the Grievance Committee shall, within seven (7) working days after the decision of the Executive Officer, Human Resources Services, under Step No. 2, refer the written grievance to the Director of Education. The Director of Education shall then investigate the grievance and shall meet with the Union Grievance Committee as soon as possible but no later than two (2) weeks thereafter to attempt to settle the grievance. At such meeting, the Board or the Union may have such additional representatives present as each party desire, and the griever or employee(s) concerned may be required to be present at the request of either party. The Director of Education shall render a decision in writing to the Union within seven (7) days of the holding of this meeting.

**STEP No. 4**

If final settlement of the grievance is not completed at Step No. 3 above, it may be referred by either party to a Board of Arbitration as hereinafter provided, within ten (10) days from the Director of Education's at Step No. 3 above. The party referring the grievance to arbitration shall be restricted to the issues contained in the written grievance.

- 11.06 In the case of a Union policy grievance or Board grievance, such grievance may be submitted to the Executive Officer, Human Resources Services, or the Union, as the case may be, in writing within seven (7) working days of the circumstances giving rise to the grievance and shall commence with Step No. 2 under the grievance procedure; however, it is expressly understood that the provision of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby be bypassed.
- 11.07 In the event of any alleged violation of the "No Strike or Lockout" article hereof, the aggrieved party may cause the matter to be submitted to special arbitration and a special arbitrator may be appointed and shall hold a hearing immediately or within twenty-four (24) hours of being appointed. If the parties are unable to immediately agree upon an arbitrator who is available to hold a hearing immediately or within twenty-four (24) hours, the grievor may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.
- 11.08 A decision reached at any stage of the grievance procedure above outlined shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to re-opening by any party except by mutual agreement. If the grievance is settled at Steps No. 1, 2 or 3 of the grievance procedure, both the Board's and Union's representatives who pass on the same as provided herein, shall sign the settlement as endorsed on the written grievance, so that no question or argument may arise as to what the settlement was. In addition, the aggrieved employee shall sign the settlement as so endorsed on the written grievance, acknowledging that the employee has read and understood the same and is bound thereby.

## **ARTICLE 12 - Arbitration**

- 12.01 Either of the parties may, after exhausting the appropriate grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to a Board of Arbitration. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Board of Arbitration. The appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairman within the time limit, then the Minister of Labour for the Province of Ontario shall be requested to appoint a qualified person to be the chair.
- 12.02 The Board of Arbitration shall hear and determine the matter and shall issue a decision, which decision shall be final and binding upon the parties, and upon any employee affected by it. The decision of the majority shall be the decision of the Board of Arbitration, but if there is no majority decision the decision of the chair shall govern.



- 12.03 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provision of this Agreement nor to adjudicate any matter not specifically assigned to it by the written grievance as filed at the initial step.
- 12.04 Each of the parties to this Agreement shall bear the expenses of the arbitrator appointed by it, and the parties hereto will jointly bare, share and share alike, the expenses of the chair of the Board of Arbitration.
- 12.05 No matter may be submitted to arbitration which has not properly been carried through all previous steps of the grievance procedure. The provision of this clause shall not be considered waived by the parties or either of them unless they expressly provided a waiver thereof in writing signed by both parties.

### **ARTICLE 13 - Discharge or Discipline Causes**

- 13.01 A claim by an employee that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Officer, Human Resources Services, within three (3) working days after the discharge. Such special grievance shall be dealt with at Step No. 2 and the balance of the grievance procedure. Such three (3) working days time limit shall be extended only where it is physically impossible for the employee to comply, for example, where the employee is confined to a hospital. In no event shall such extension exceed seven (7) working days, i.e. a total of ten (10) working days from date of discharge.
- 13.02 Should the parties agree or should the Board of Arbitration determine that an employee has been unjustly disciplined or discharged, such employee shall be reinstated in the former position, without loss of seniority, and shall be compensated for all regular straight time wages lost including Board's contribution on behalf of the employee to O.H.I.P., OMERS, Group Life, Extended Health Plan and Dental Plan provided the employee pays premiums for the interim period, less any monies which the employee earned or could reasonably have earned, in the interim, or by any other decision which is just and equitable in the circumstances.
- 13.03 An employee receiving written discipline shall have the right to union representation when such discipline is given. Such notice of discipline will be given to the employee within ten (10) working days of the discovery of the occurrence giving rise to the action.
- 13.04 Notices of discipline shall be given to the employee within ten (10) working days of the discovery of the occurrence giving rise to the action. Such notice will be acknowledged by the employee by signed receipt. Such written discipline shall not remain on an employee's file after two (2) years, provided, however, there is no re-occurrence of a similar incident during this period.

### **ARTICLE 14 - No Strikes or Lockouts**

- 14.01 The Union undertakes and agrees that, while this Agreement is in operation, neither the Union nor any employee shall take part in or call or encourage any strike, picketing,

sitdown, slowdown, or any suspension of or stoppage of or interference with work or production against the Board which shall in any way affect the operation of the Board, nor shall there be any sympathy strikes or secondary boycotts, and the Board agrees that it will not engage in any lockout during the term of this Agreement.

14.02 In the event of a legal work stoppage, the Board agrees to maintain all insurance and benefits on behalf of all employees. The Union agrees to reimburse the Board for the premiums during this period.

#### **ARTICLE 15 - Miscellaneous Leaves of Absence**

15.01(i) An employee may be granted a leave of absence without pay and without loss in seniority if a complete application is approved by the Executive Officer, Human Resources Services, and is sent to the Human Resources Services, where possible, at least fifteen (15) days prior to the requested leave. Such request must show good and sufficient reasons and shall contain:

- (a) the reason for the proposed absence;
- (b) the commencement date of the proposed leave of absence;
- (c) the length of the proposed leave of absence including date of return;
- (d) for personnel employed in schools, the request for leave shall be accompanied by a written recommendation from the Principal;
- (e) for personnel employed at the administration centre, the request for leave shall be accompanied by a written recommendation from the employee's Supervisor or, Superintendent, whichever is applicable.

(ii) **NOTE** Leaves granted shall be in writing covering a specific period of time.

15.02 Employees must pay one hundred per cent (100%) of the benefit premiums for that portion of the approved leave of absence referenced in Article 15.01(i) exceeding one (1) month.

#### **15.03 Union Education Leave**

Leave of absence, without pay and without loss of seniority, shall be granted to not more than three (3) Union representatives, not more than one (1) employee from the same school or department, at any one time to attend Union sponsored education courses during the working hours and all such leaves shall not total more than thirty (30) working days per year (July 1 to June 30).

15.04 An employee holding public office may be granted, as determined in consultation with the Director of Education, relief from duty without loss of seniority during the employee's term of office.

15.05 The Board agrees to provide a leave of absence each year without loss of seniority, benefits or pay for two (2) employees, not more than one (1) employee from the same school and/or the same department, to attend the annual Ontario School Board Co-ordinating Committee Conference (O.S.B.C.C.C.). The union agrees to reimburse the Board for the total monies paid to the employees.

15.06 The following absences may be allowed without charge to the sick leave account:

(a) (i) Bereavement Leave

An employee who is required to be absent because of the death of a member of the employee's "immediate family" \* will be granted up to four (4) consecutive working days without loss of pay. For extenuating circumstances application for extension of leave is to be made to the, Executive Officer, Human Resources Services.

\* Definition of "immediate family": Mother, father, legal guardian, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, legal ward, "loco parentis, aunt, uncle, niece, nephew, step-son, step-daughter, step-sister, step-brother, step-mother, and step-father".

(ii) All bereavement leave in 15.06(i) will be without loss of pay.

(b) An employee who is required to be absent because of the death of a cousin will be granted a one (1) day leave of absence without loss of pay or deduction from sick leave credits.

(c) Jury Duty, Subpoena and Quarantine

When an employee is required to be absent because of jury duty, or as a witness in any court to which the employee has been summoned in any proceedings to which the employee is not a party of one of the persons charged, the employee shall be subject to neither loss of salary nor deduction sick leave credit, provided that the employee pays to the Board any fees, exclusive of travelling allowances and living expenses, that the employee receives as a juror or as a witness.

When an employee is quarantined or otherwise prevented from attending to duties because of exposure to a communicable disease, the employee shall be subject to neither loss of pay, seniority, nor deduction from sick leave credits.

(d) Workplace Safety Insurance Board

When an employee is eligible for, and receives approval of a claim by the Workplace Safety Insurance Board he/she shall select one of the following options:

OPTION A

(i) The Workplace Safety Insurance Board payment shall be remitted to the Board.

(ii) The employee shall receive full pay from the Board.

- (iii) The number of days deducted from sick leave credits shall be in proportion to the percentage of employee's salary paid by the Board.

**OPTION B**

In the event that an employee does not wish to use his/her sick leave credits to supplement the Workplace Safety Insurance Board award, the employee must give immediate notice in writing to the, Executive Officer, Human Resources Services.

**15.07 Pregnancy, Parental and Adoption Leave**

- (a) Leave of absence for pregnancy/parental reasons shall be granted as per the Employment Standards Act as amended from time to time. Such leave shall be without loss of seniority.
- (b) Pregnancy leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.
- (c) Employees working in the VDT-CRT area shall be entitled to reassignment and retraining to a position of equal value with the same pay and conditions of work, when there is a possibility that continuing in their present work may result in health damage.

Any pregnant employee shall be offered alternate employment at the same work site, during the term of the pregnancy. She shall suffer no reduction in rates of pay or benefits because of such a transfer.

- (d) Where an employee officially or legally adopts a child, leave of absence shall be granted as set out in Section (a).
- (e) Two days leave of absence with pay and without loss of seniority will be granted to a male employee to be present at the birth and/or homecoming of his child (to include adoption).

15.08 At termination of the pregnancy leave period, the onus shall be on the employee to report, in writing, to Human Resources Services, readiness to resume duties. While on pregnancy leave, the employee position will be filled temporarily, where necessary and upon her return from leave, she will return to her original position or one of equal category.

**15.09 Compassionate Leave**

An employee may be granted up to two (2) days per year compassionate leave with pay and without loss of seniority if the request shows good and sufficient reason. Such

request must be in writing to the Executive Officer, Human Resources Services, show the reason, commencement date and length of the proposed absence.

A leave of this nature will usually cover extraordinary circumstances which, therefore, merit individual attention and is subject to the approval of the Executive Officer, Human Resources Services, whichever is applicable.

- 15.10 (a) When an employee is required to be absent for the purpose of writing a final university, trade or professional examination, the employee shall be granted time for this purpose without loss of pay or deduction from sick leave credit provided the absence has been approved by the Executive Officer, Human Resources Services.
- (b) An employee is to submit a request for leave under this clause in writing to the Executive Officer, Human Resources Services, at least one week prior to the writing of the examination, and the request will include a statement of the time for the examination or notice thereof. The Executive Officer, Human Resources Services, will reply in writing. Failure to meet this time requirement will result in leave-taking with pay deduction.
- 15.11 When a school or building is closed because of severe weather or health or safety reasons, all affected employees will be allowed necessary leave of absence without loss of pay until the school or building is reopened, or an alternate location is determined. Should a relocation of an employee be required, the employee will be assigned within the same municipal area, i.e. Burlington, Oakville, or (Milton, Georgetown, Acton).
- 15.12 For leaves of absence other than those above, an employee shall make application directly to the Executive Officer, Human Resources Services. This leave may be granted at the sole discretion of the Executive Officer, Human Resources Services without loss of salary, seniority, benefits and/or sick leave credit.

15.13 Union President

The Board will grant the Union President up to three (3) days per week without loss of wages, benefits or seniority as soon as an available, qualified, replacement has been secured. The Board will also grant the Union Treasurer two (2) days per month without loss of wages, benefits or seniority as soon as an available, qualified, replacement has been secured.

The Union will provide the Board with a written notice prior to September 1st of each year, indicating the day(s) to be taken so that replacement of staff can be arranged where appropriate.

The Union will reimburse the Board the full cost of wages and benefits for such release time. Such leave must be taken in either half day or full day increments.

15.14 During the year of contract negotiations, the Board shall grant the Union Negotiating Team two (2) days leave per member to prepare for bargaining. The Local shall reimburse the Board for the salaries and benefits for such leave.

15.15 Emergency Leave

Any member of CUPE Local 3166 may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the Employment Standards Act. Written application to the Executive Officer, Human Resources Services shall be made in advance whenever possible.

15.16 Employees granted leave under this article must report all absences using the Board's automated attendance system.

**ARTICLE 16 - Sick Leave and Death Benefit**

16.01 Sick Leave

- (a) **Eligibility** - The cumulative sick leave plan shall apply to all seniority employees in CUPE Local 3166 who are employees of the Halton Catholic District School Board.
- (b) **Administration of the Plan** - Subject to the final authority of the Board, the administration of the plan shall be vested in the Executive Officer, Human Resources Services. The Executive Officer, Human Resources Services, shall keep a record of the credits and deductions for each employee and shall provide a statement to each employee annually of the state of their credit under the plan.
- (c) **Final Authority** - In case of dispute with respect to credits or deductions, the decision of the Board shall be final subsequent to prior consultation with the Union and the administrative officials.

16.02 Sick Leave and Credits

- (a) Each seniority employee shall be entitled to two (2) days of sick leave for each month worked. Sick leave credits may be accumulated to 260 days. Employees working less than 35 hours per week, the day will be pro rated based on normal hours worked.
- (b) At the end of each calendar year, all of the balance of that year's sick leave allowance for each employee, after deducting absences due to personal illness or injury, will be credited to such employee's accumulated sick leave account.
- (c) Each day's absence of any employee due to personal illness or injury will cause a deduction first from the current year's allowance, then and if the allowance be exhausted, from the employee's accumulated sick leave account. No employee, however, may draw more than 260 days of sick leave from the accumulated sick leave account for any one illness or injury.

- (d) Employees are encouraged to make appointments with doctors and dentists outside school board office hours where possible. When this is not possible time off will be granted to the employee without loss of pay.

16.03 Computation of Daily Rate

Sick leave claims shall be computed for payment on the basis of the daily rate of the employee at the time of the absence.

16.04 Absence Chargeable to Sick Leave

Deductions shall be made from an employee's sick leave credit for the number of days of absence because of personal illness.

16.05 Death Benefit

In the case of the death of an employee eligible under this agreement, one hundred (100%) per cent of the employee's accumulated sick leave benefits shall be paid to the employee's estate.

16.06 Board Designated Holiday

Subject to Article 21.05 and 21.06, if the Board declares a Board designated holiday(s) on the school calendar and employees are not required to work on those days, then these employees shall receive the day off without loss of pay, benefits or seniority.

16.07 Reporting and Certification of Absences

- (a) All absences must be reported to the employee's supervisor or designate and must also be reported to the automated system as determined by the Board.
- (b) Under extenuating circumstances, the Executive Officer, Human Resources Services or designate may request an employee to submit a certificate from a qualified medical or dental practitioner for an absence or sick leave. The cost of the certificate will be paid in full by the Board.

**ARTICLE 17 - Safety and Health**

17.01 The Board shall recognize and deal with Health and Safety matters through the site based Health and Safety Committee, in accordance with the *Occupational Health and Safety Act*.

17.02 No employee will be required to administer medication or perform any medical or physical procedure on any student that might in any way endanger the safety or well being of the student or subject the employee to risk or injury or liability for negligence. It shall not be part of the duties and responsibilities of a member of Local 3166 to examine students for communicable conditions or diseases or to diagnose such conditions or diseases.

## ARTICLE 18 - Vacations

18.01 (a) Vacation with pay shall be granted to 12 month employees of the Board for continuous active service, in accordance with the following:

1 year's seniority as of July 1 of the vacation year -- 2 weeks vacation with pay  
 3 years' seniority as of July 1 of the vacation year -- 3 weeks vacation with pay  
 9 years' seniority as of July 1 of the vacation year -- 4 weeks vacation with pay  
 15 years' seniority as of July 1 of the vacation year -- 5 weeks vacation with pay  
 25 years' seniority as of July 1 of the vacation year - 6 weeks vacation with pay

(b) Vacation pay for 10 month employees

Less than three 3 years' seniority	- 4% of annual salary
3 years' seniority	- 6% of annual salary
9 years' seniority	- 8% of annual salary
15 years' seniority	- 10% of annual salary
25 years' seniority	- 12% of annual salary

Vacation pay for 10 month employees shall be on each paycheque effective September 2005.

(c) Any regular employee not having a year of service prior to the commencement of the vacation period shall be allowed a vacation pay at the rate of one (1) working day for each completed month of service; up to a maximum of eight (8) working days' vacation. For the purpose of calculating vacation entitlement referred to 18.01 (b), ten (10) months is equal to one (1) year.

18.02 If a statutory or declared holiday falls or is observed during a regular employee's vacation period, an additional day's vacation for each such holiday shall be granted.

18.03 (a) Employees assigned to secondary schools may take their vacation entitlement outside of July and August upon receiving a written recommendation from the Principal and approval from the secondary school Superintendent.

(b) Employees working in elementary school facilities, may take their vacation entitlement at Christmas Break or Spring Break, provided any of these are not paid holidays, and vacation time shall not be allowed at any other time other than during the months of July and August, subject to Clauses 15.01 and 18.04.

18.04 Notwithstanding 18.01 to 18.03 inclusive, if vacation entitlement is interrupted prior to the scheduled vacation period by prolonged illness or injury compensable Worker's Compensation, the vacation of the affected regular employee will be rescheduled subject



to the work requirements of the supervisor. The Executive Officer, Human Resources Services, reserves the right to request proof of illness or injury.

Prior to the end of the annual vacation entitlement period, an employee may request in writing, through the Executive Officer, Human Resources Services, that up to two (2) weeks of unused vacation be carried over to the following entitlement period.

#### **ARTICLE 19 - Paid Holidays**

19.01 (a) The following holidays shall be recognized and paid for by the Board at the regular rate:

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

or days celebrated in lieu of any such holidays. Ten-month employees are not entitled to the Civic Holiday

(b) One (1) additional day, in lieu of Remembrance Day, is added to the vacation entitlement of seniority employees. This additional day is to be taken during the Christmas Break at the employee's standard rate of pay. Ten-month employees shall receive one additional day's pay in lieu of. This day's pay shall be included in the last pay cheque prior to Christmas Break.

(c) One additional day will be added to the vacation entitlement of seniority employees. This additional day is to be taken during the Christmas break at the employees' standard rate of pay. Ten month employees shall receive one additional days pay in lieu of. This days' pay shall be included in the last pay cheque prior to Christmas break.

19.02 An employee will be entitled to holiday pay only if the employee works the last working day before and the first working day after a holiday and works on such holiday if the employee is scheduled to work; provided, however, that an employee will not lose holiday pay if the employee is absent from work on such day and such absence is excused by the Executive Officer, Human Resources Services.

19.03 Subject to the approval of the immediate supervisor an employee shall choose to have time off between Christmas and New Year's by selecting one or a combination of the following options:

- (a) make up time
- (b) without pay, and/or
- (c) vacation

**ARTICLE 20 - Employee Benefits**

- 20.01 All regular employees, except those who submit proof of coverage in writing to the Executive Officer, Human Resources Services, will automatically be **enrolled** in all existing welfare benefits under Clauses 20.02, 20.03, 20.05 (a)(d) and 20.06.
- 20.02 The Ontario Health Insurance Plan (OHIP) premiums are compulsory deductions. The Board shall assume responsibility for one hundred per cent (100%) of the monthly premiums.
- 20.03 The Board shall administer an Extended Health Benefit Plan and shall assume responsibility for one hundred per cent (100%) of the monthly premiums.
- 20.04 OHIP Eligibility - Definitions
- (1) **Family Premium** The family premiums covers married employees who elect for family premium coverage or one parent who is supporting a family. The family premium covers both spouses and children under the age of 21 years who are unmarried, not employed, and dependent for support upon the insured person. This includes an adopted child or one to whom the insured person stands in the position of a parent and for whom claim can be made for deduction of income tax purposes. Also eligible as dependents are children aged 21 and over who are financially dependent upon the insured person because of physical or mental infirmity, provided each such child was financially dependent upon that person prior to the age of 21 years. The family premium does not cover dependent fathers, mothers, aunts, uncles, grandparents, etc.
  - (2) **Single Premiums** The single premium covers single employees of the Board.
- 20.05 (a) The Board shall administer a Group Life Insurance Plan and shall assume responsibility for one hundred per cent (100%) of the monthly premium on the first fifty thousand dollars (\$50,000) of coverage.
- (b) Additional supplementary coverage, over and above the first fifty thousand dollars (\$50,000) to a maximum of twice (2x) salary or one hundred and fifty thousand dollars (\$150,000), shall be available to all eligible employees at no cost to the Board. Participation in the base policy of fifty thousand dollars (\$50,000) will be compulsory for all employees.
  - (c) Additional optional coverage shall be available to a maximum of one hundred thousand dollars (\$100,000), to all eligible employees at no cost to the Board.
  - (d) The Board will administer an Accidental Death and Dismemberment Plan. The Board will assume responsibility for one hundred per cent (100%) of the monthly premium on the compulsory base plan of fifty thousand dollars (\$50,000).

- (e) Additional Accidental Death and Dismemberment Insurance, to an amount equal to the supplementary coverage over and above the basic fifty thousand dollars (\$50,000), will be available to all eligible employees at no cost to the Board.
  - (f) Dependent Life Insurance Coverage is available to all eligible employees, at no cost to the Board, in the amount of ten thousand (\$10,000) in the event of the death of the spouse of the insured employee and ten thousand dollars (\$10,000) per child in the event of death.
- 20.06 The Board shall administer a Dental Care Plan and will assume responsibility for one hundred (100%) percent of the monthly premium.
- 20.07 The Board will continue to make available to all eligible employees the Long Term Disability Plan at no cost to the Board.
- (a) An employee beginning a Long Term Disability Leave at the request of an attending physician shall be granted a leave of absence for the duration of the disability as determined by the insurer.
  - (b) The leave period for a Long Term Disability is not recognized as experience for incremental purposes. Long Term Disability is not recognized for seniority purposes.
  - (c) An employee on Long Term Disability Benefits shall continue to receive Board contributions to employee benefits as per Article 20.02, 20.03, 20.04, 20.05, and 20.06 for a two (2) year period from the commencement of the Long Term Disability period.
  - (d) Beyond the two (2) year period in 20.04 (c), an employee on Long Term Disability shall be eligible to participate in the Benefit Plans of the Board, providing 100% of the monthly premiums are paid in advance by the employee and on a payment schedule as determined by the Board.
- 20.08 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, an employee who retires from the Board prior to age 65 may retain membership in any of the group benefit plans to which the employee belongs at the time of retirement until the employee attains the age of sixty-five (65) years. The retired employee must pay the full premium cost to maintain the employee's participation and coverage under the group contracts.
- 20.09 **OMERS.** All regular employees shall be enrolled in the Ontario Municipal Employees' Retirement System (OMERS). The employees and the Board shall make contributions as required by OMERS.
- 20.10 If during the life of this Agreement, the Board increases its contribution, on behalf of other employees of the Board, towards those benefits referred to in 20.04 and 20.06, the employees of this bargaining unit, eligible under this agreement, will receive a like improvement.

20.11 Part-time employees who continually work seventeen and one-half (17 1/2) hours per week or more, shall be eligible to participate in the employee benefit package. The Board will contribute fifty per cent (50%) of the monthly premium cost.

#### **ARTICLE 21 Hours of Work**

21.01 It is expressly understood and agreed that the provision of this Article 21 shall not be construed to be a guaranteed or a limitation of the hours of work per day or per week or otherwise nor as a guarantee of working schedules.

21.02 All employees are permitted a fifteen (15) minute break period for each half of their working day.

21.03 In order to qualify for payment for those days scheduled as professional activity days, employees must meet one of the following requirements:

- (a) Participate in the scheduled workshops approved by the Principal of the School;
- (b) Work the regularly scheduled hours at the employee's normal work station;
- (c) Use approved overtime in lieu of.

21.04 The normal work day shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No seven (7) hour day shift shall be spread over a period longer than eight (8) hours with one (1) hour uninterrupted lunch break. It is agreed that this normal work day and or the one hour uninterrupted lunch break may be extended or reduced by mutual agreement between the Supervisor and the employee concerned. To accommodate early start times at schools, the Board may require school office staff to start at an earlier time but not prior to 7:30 am.

21.05 Employees who work ten (10) months in a calendar year are required to commence duties on the last Monday in August of each year. In addition, such employees shall be further required to work during the first two weeks of July and the third week of August if determined to be necessary by the Principal of the school and if approved by the Executive Officer, Human Resources Services.

21.06 The last day of work for all 10 month employees will be the last day of school for all students subject to Article 21.05.

#### **ARTICLE 22 - Overtime**

22.01(a) Approved overtime, at the rate of time and one-half the employees regular straight time rate of pay, will be paid for work performed in excess of seven (7) hours per day, or thirty five (35) hours per week.

- (b) Approved overtime, at the rate of two times (2x) the employee's regular rate of pay, will be paid for work performed on Sundays and on the holidays referred to in Article 18.01 hereof.

- (c) The employee shall have the right to request payment in money or lieu time as set out in the foregoing section, subject to approval of his/her immediate Supervisor.
- (d) Opportunities for overtime and call back shall be offered by seniority within the classification level and divided equally among those employees who are willing to perform the work available first by school/department, then bargaining unit wide. Overtime will be paid in accordance with 22.01(a).

#### **ARTICLE 23 - Transfers**

- 23.01(a) If the transfer is for the convenience of the Board and if the rate of pay in the classification to which the employee is transferred is less than the employee's rate of pay, the employee shall receive the regular rate of pay.
- (b) If the transfer is for the convenience of the employee or to enable the employee to avoid lay off, and if the regular rate of pay in the classification to which the employee is transferred is less than the employee's regular rate of pay, the employee shall receive such lesser rate.
- (c) If the rate of pay in the classification to which the employee is transferred is higher than the employee's regular rate of pay, the employee shall receive such higher rate of pay.

#### **ARTICLE 24 - Wage Schedule**

- 24.01 The Board will pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee will be provided with an itemized statement of his/her wages and deductions.
- 24.02 When an employee is promoted to another classification and such promotion would not otherwise result in an increase of forty (40) cents per hour over his/her previous rate, then he/she shall be placed on the next grid level which will provide an immediate increase of not less than forty (40) cents per hour. The date of promotion to the new classification shall become the anniversary date of application of the salary progression.
- 24.03 Where an employee's job classification is increased to a higher level through the job evaluation process, the employee will be placed at the same grid step at the new level. Promotional rules as set out in Article 24.02 will not apply.
- 24.04 The Board shall pay the full cost of tuition, upon successful completion of any course of instruction, required by the Board for an employee to better qualify himself/herself to perform his/her job.
- 24.05 Employees upon giving ten (10) days notice in writing, may receive on the last business day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

- 24.06 **Mileage.** Mileage for employees shall be in accordance with Board established rates
- 24.07 All employees shall receive any retroactive salary adjustment necessitated by this agreement paid no later than thirty (30) calendar days following ratification by the Board.

#### **ARTICLE 25 - Definitions**

- 25.01 The term “probationary employee” when used in this Agreement refers to an employee employed by the Board within the bargaining unit of this Agreement, who has not completed the probationary period outlined in Article 8.04.
- 25.02 The term “permanent employee” when used in this Agreement refers to an employee who has successfully completed the probationary period.
- 25.03 “Part time employees” are defined as employees working twenty-four (24) hours or less.
- 25.04 “Full time employees” are defined as employees working more than twenty-four (24) hours.
- 26.05 Temporary employees are defined as employees hired for a specific term not to exceed twelve (12) months to replace an employee who will be on an approved leave of absence, W.S.I.B., sick leave or to work on special projects for which the Board receives Government grants.

#### **ARTICLE 26 - Term of Agreement**

- 26.01 This Agreement shall become effective upon the 1st of September, 2008 and shall terminate at midnight upon the 31st of August, 2012. The Agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing of not more than ninety (90) days and not less than thirty (30) days from the termination date of their desire to amend or terminate it. Changes may be made in this Agreement by mutual consent, subject to the internal process of the parties, at any time during the existence of this Agreement.

The Board agrees to post a copy of the current Collective Agreement on the Board’s intranet.

- 26.02 Any letters of intent entered into during the term of this Agreement, shall form part of this Agreement for the duration of the Agreement.

**“APPENDIX A”- Salary Schedule -****As at August 31, 2008**

	<b>EXP</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Level I</b>		14.24	14.58	15.34	15.88
<b>Level II</b>					
Clerk					
Mail Clerk					
Printing Clerk					
Receptionist Clerk		17.40	17.80	18.49	19.08
Resource Clerk					
School Office Assistant					
Summer School Secretary					
Switchboard/Receptionist					
<b>Level III</b>					
Accounts Payable Clerk		17.95	18.53	19.25	19.83
Communications Clerk					
Library Clerk					
<b>Level IV</b>					
Attendance/Receptionist/Clerk (ALC)		18.86	19.80	20.45	21.10
Secretary Curriculum Consultants					
<b>Level V</b>					
Attendance Secretary					
Assessment/Planning Clerk					
Media Clerk					
Guidance Secretary		19.17	20.06	20.76	21.48
Library Technician					
Purchasing Clerk					
Resource Library Technician					
Senior Accounts Payable Clerk					
<b>Level VI</b>					
Budget Clerk					
Computer Software Support		19.32	20.13	21.00	21.91
Payroll Clerk					
Secretary Special Ed. Consultants					
<b>Level VII</b>					
Assessment Clerk					
Continuing Education Secretary		21.17	21.83	22.50	23.17
Elementary School Secretary					
Financial Clerk					
Secondary Head Secretary					
<b>Level VIII</b>					
Computer Analyst		24.13	24.85	25.66	26.46
Computer Technician					
Student Information Systems Liaison					

At September 1, 2008

<b>EXP</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Level I</b>	14.67	15.02	15.80	16.36
<b>Level II</b>				
Clerk				
Mail Clerk				
Printing Clerk				
Receptionist Clerk	17.92	18.33	19.04	19.65
Resource Clerk				
School Office Assistant				
Summer School Secretary				
Switchboard/Receptionist				
<b>Level III</b>				
Accounts Payable Clerk	18.49	19.09	19.83	20.42
Communications Clerk				
Library Clerk				
<b>Level IV</b>				
Attendance/Receptionist/Clerk (ALC)	19.43	20.39	21.06	21.73
Secretary Curriculum Consultants				
<b>Level V</b>				
Attendance Secretary				
Assessment/Planning Clerk				
Media Clerk				
Guidance Secretary	19.75	20.66	21.38	22.12
Library Technician				
Purchasing Clerk				
Resource Library Technician				
Senior Accounts Payable Clerk				
<b>Level VI</b>				
Budget Clerk				
Computer Software Support	19.90	20.73	21.63	22.57
Payroll Clerk				
Secretary Special Ed. Consultants				
<b>Level VII</b>				
Assessment Clerk				
Continuing Education Secretary	21.81	22.48	23.18	23.87
Elementary School Secretary				
Financial Clerk				
Secondary Head Secretary				
<b>Level VIII</b>				
Computer Analyst	24.85	25.60	26.43	27.25
Computer Technician				
Student Information Systems Liaison				



**At September 1, 2009**

<b>EXP</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Level I</b>	15.11	15.47	16.27	16.85
<b>Level II</b>				
Clerk				
Mail Clerk				
Printing Clerk				
Receptionist Clerk	18.46	18.88	19.61	20.24
Resource Clerk				
School Office Assistant				
Summer School Secretary				
Switchboard/Receptionist				
<b>Level III</b>				
Accounts Payable Clerk	19.04	19.66	20.42	21.03
Communications Clerk				
Library Clerk				
<b>Level IV</b>				
Attendance/Receptionist/Clerk (ALC)	20.01	21.00	21.69	22.38
Secretary Curriculum Consultants				
<b>Level V</b>				
Attendance Secretary				
Assessment/Planning Clerk				
Media Clerk				
Guidance Secretary	20.34	21.28	22.02	22.78
Library Technician				
Purchasing Clerk				
Resource Library Technician				
Senior Accounts Payable Clerk				
<b>Level VI</b>				
Budget Clerk				
Computer Software Support	20.50	21.35	22.28	23.25
Payroll Clerk				
Secretary Special Ed. Consultants				
<b>Level VII</b>				
Assessment Clerk				
Continuing Education Secretary	22.46	23.15	23.88	24.59
Elementary School Secretary				
Financial Clerk				
Secondary Head Secretary				
<b>Level VIII</b>				
Computer Analyst	25.60	26.37	27.22	28.07
Computer Technician				
Student Information Systems Liaison				

**At September 1, 2010**

<b>EXP</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Level I</b>	15.56	15.93	16.76	17.36
<b>Level II</b>				
Clerk				
Mail Clerk				
Printing Clerk				
Receptionist Clerk	19.01	19.45	20.20	20.85
Resource Clerk				
School Office Assistant				
Summer School Secretary				
Switchboard/Receptionist				
<b>Level III</b>				
Accounts Payable Clerk	19.61	20.25	21.03	21.66
Communications Clerk				
Library Clerk				
<b>Level IV</b>				
Attendance/Receptionist/Clerk (ALC)	20.61	21.63	22.34	23.05
Secretary Curriculum Consultants				
<b>Level V</b>				
Attendance Secretary				
Assessment/Planning Clerk				
Media Clerk				
Guidance Secretary	20.95	21.92	22.68	23.46
Library Technician				
Purchasing Clerk				
Resource Library Technician				
Senior Accounts Payable Clerk				
<b>Level VI</b>				
Budget Clerk				
Computer Software Support	21.12	21.99	22.95	23.95
Payroll Clerk				
Secretary Special Ed. Consultants				
<b>Level VII</b>				
Assessment Clerk				
Continuing Education Secretary	23.13	23.84	24.60	25.33
Elementary School Secretary				
Financial Clerk				
Secondary Head Secretary				
<b>Level VIII</b>				
Computer Analyst	26.37	27.16	28.04	28.91
Computer Technician				
Student Information Systems Liaison				

**At September 1, 2011**

<b>EXP</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Level I</b>	16.03	16.41	17.26	17.88
<b>Level II</b>				
Clerk				
Mail Clerk				
Printing Clerk				
Receptionist Clerk	19.58	20.03	20.81	21.48
Resource Clerk				
School Office Assistant				
Summer School Secretary				
Switchboard/Receptionist				
<b>Level III</b>				
Accounts Payable Clerk	20.20	20.86	21.66	22.31
Communications Clerk				
Library Clerk				
<b>Level IV</b>				
Attendance/Receptionist/Clerk (ALC)	21.23	22.28	23.01	23.74
Secretary Curriculum Consultants				
<b>Level V</b>				
Attendance Secretary				
Assessment/Planning Clerk				
Media Clerk				
Guidance Secretary	21.58	22.58	23.36	24.16
Library Technician				
Purchasing Clerk				
Resource Library Technician				
Senior Accounts Payable Clerk				
<b>Level VI</b>				
Budget Clerk				
Computer Software Support	21.75	22.65	23.64	24.67
Payroll Clerk				
Secretary Special Ed. Consultants				
<b>Level VII</b>				
Assessment Clerk				
Continuing Education Secretary	23.82	24.56	25.34	26.09
Elementary School Secretary				
Financial Clerk				
Secondary Head Secretary				
<b>Level VIII</b>				
Computer Analyst	27.16	27.97	28.88	29.78
Computer Technician				
Student Information Systems Liaison				

**Certificate Allowance**

## Dell Premier Access Certificate

Current	250.00
As at September 1, 2008	258.00
As at September 1, 2009	266.00
As at September 1, 2010	274.00
As at September 1, 2011	282.00

## MCP+

Current	750.00
As at September 1, 2008	773.00
As at September 1, 2009	796.00
As at September 1, 2010	820.00
As at September 1, 2011	845.00

## MCSE

Current	2,000.00
As at September 1, 2008	2,060.00
As at September 1, 2009	2,122.00
As at September 1, 2010	2,186.00
As at September 1, 2011	2,252.00

**APPENDIX "B" MANAGED HEALTH CARE**

## 1. Dental Benefits

- (a) There will be a one (1) year lag in the Ontario Dental Association (ODA) fee guide.

i.e. benefits in the 1998 calendar year will be based on the fee guide in effect on January 1, 1997.

- (b) Recalls will be as follows:
  - i) Eligible dependent children - 9 months
  - ii) Eligible adults - 9 months

- (c) Periodontal scaling will be unlimited.

- (d) Bitewing x-rays will be limited to one (1) during an eighteen month period.

- (e) Complete oral exams will be limited to one (1) per five (5) years.

- (f) Dental re-lines will be limited to one (1) every five (5) years.

- (g) Fluoride limited to one (1) per year.

## 2. Medical

- (a) A pay direct drug card will be introduced with positive enrolment and C.O.B.

- (b) All eligible drugs shall be as per the national formulary.

- (c) Voluntary mail order (Meditrust)

- (d) Massage therapy prescribed by a physician shall be limited to a maximum of \$500.00 per year.

- (e) Hearing Aids shall be limited to \$600.00 annually.

- (f) Mastectomy brassieres shall be limited to two (2) annually.

**LETTER OF UNDERSTANDING: Benefits**

The parties agree to establish a committee made up of representatives of all Halton Catholic CUPE Locals and Board representatives to discuss benefit enhancements as detailed under the PDT agreement for the 2010/2011 school year. The parties agree to meet in the 2009-2010 school year to determine the enhancements to be in effect for staff for September 2010. It is understood that each employee's share of the above noted enhancement is approximately \$170 per person. The Board agrees to recognize two members of each local as representatives for this committee.

The CUPE National Representative may attend such meetings.

In addition, the parties agree that effective September 1, 2010 the vision care benefit can be used towards laser eye surgery.

**LETTER OF INTENT: Information Technology Services**

The Board agrees to undertake a review of compensation levels of positions within the Information Technology Services covered under this collective agreement.

The results will be discussed at Labour/Management Committee with a view to making joint recommendations to Senior Staff by September 30, 2003 regarding economic adjustments where appropriate.

If said economic adjustments are approved and implemented by Senior Staff, the Union agrees to delete the Certificate Allowance language in the collective agreement.

**LETTER OF INTENT: Violence**

The parties recognize that a safe school is a priority. The parties further agree that no employee should be subject to violence in the workplace.

**LETTER OF UNDERSTANDING: Selection Competition Process**

The Board agrees to consult with the Union when making amendments to the current selection process. These discussions will take place through the Labour/Management Meetings.

**LETTER OF UNDERSTANDING: Professional Development**

The Board appreciates the importance of professional development and endeavours to encourage the same for all of its employees. To this end, the Board agrees to discuss the

Union's suggestions for areas of professional development through Labour/Management Committee Meetings.

The parties acknowledge that the locals' share of the provincial framework agreement monies, allocated for professional development for the 2008-2009 and/or 2009-2010 school years, will be subject to the above discussions at labour management.

The CUPE National Representative may attend such meetings.

#### **LETTER OF UNDERSTANDING: Volunteers**

The Board has always utilized and will continue to utilize parent and student volunteers to assist in the schools, as required and determined by the Principal. The Board values the service that can be provided by such volunteers and also recognizes the importance of community involvement in our schools.

However, it has never been or is it the Board's intention to allow such volunteer service to adversely impact upon the hours of work and the employment of our permanent staff working in schools. The Board values its permanent employees and endeavours to make every effort to ensure their positions within the Board.

#### **LETTER OF UNDERSTANDING**

During the term of this Agreement only, the parties agree that when an employee is required to become familiar with new equipment and/or procedures, the employer will provide training, during regular working hours or paid time in lieu thereof if not during regular working hours in order for the employee to familiarize themselves with the new equipment.

#### **LETTER OF UNDERSTANDING: Staffing**

The parties agree to discuss staffing levels and replacement of staff through Labour/Management Committee Meetings.

#### **LETTER OF UNDERSTANDING: Job Descriptions**

The employer agrees that no employee will be given a job description which has not been Board approved and processed through the Joint Job Evaluation Committee.

The Board agrees to develop job descriptions for newly created positions or whenever the job duties pertaining to an established position are substantially changed. The Board, in consultation with the Joint Job Evaluation Committee will evaluate the position(s) using the Board's official job evaluation plan. Nothing in this letter denied the union its right to negotiation on behalf on any bargaining unit member .

Effective September 2005, the Board agrees to a cyclical review of all positions within the Bargaining Unit of C.U.P.E. Local 3166. Each position shall be reviewed through the Joint Job Evaluation Committee on a five (5) year cycle. Refresher training will be provided to the Joint Job Evaluation Committee in the 2005-2006 school year.

The parties agree to discuss the position review cycle and schedule through the Labour Management Committee in September 2005.

## **LETTER OF UNDERSTANDING**

The parties agree to meet as far in advance as possible of any staff adjustments and no later than two weeks after notice of layoff or reduction is given to the union. At this time the parties will meet to discuss a process to explore all reasonable options to layoffs or reductions such as attrition, voluntary leaves of absence, retraining and voluntary exit plans.

### **Letter of Understanding: Office Support Staff (School Secretaries) PDT Enhancements**

The Board agrees to meet with members of CUPE Local 3166 through the labour management committee to discuss additional secretarial support staffing available through enhancement money provided under the PDT agreement.

Boards must apply this enhancement in 2009-10, up to the value of the Board's share of the new allocation, in the following order:

- Offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;

Use all remaining funds to:

- Ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an Office Staff person working 35 hours/week; and/or
- hire additional unionized Board-employed Elementary School Office Support Staff in 2009-10.

The CUPE National Representative may attend such meetings.



**LETTER OF INFORMATION: OMERS**

The following information regarding the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to abide by any and all amendments to the OMERS pension plan.

CUPE Local 3166 employees are automatically enrolled in the OMERS pension plan. The Board shall automatically deduct and remit the premium payments directly to OMERS as required. Up to date and accurate information regarding the definition of contributory earnings, which includes all regularly recurring earnings, can be found at [www.omers.com](http://www.omers.com).

For all pension and other compensation purposes the parties agree that contributory earnings must include all regular recurring earnings, as legislated by OMERS, such as:

- 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 earning 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;
- Market value adjustments
- Pay for time in lieu of overtime
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason (e.g. illness), provided service is extended;
- Taxable premiums for life insurance;
- Ongoing special allowances.

**LETTER OF UNDERSTANDING: Supervision**

All adults employed to work at a school site have a responsibility for the safety of students. With the exception of school secretaries all school based staff will contribute to the direct supervision of students.

The Board recognizes the importance of CUPE Local 3166 staff in promoting an environment of education and literacy for our students. Further, the parties recognize that the supervision of students is not the core function of CUPE Local 3166 employees. It is understood that the supervision provided by CUPE Local 3166 is intended to augment and enhance the general supervision of students.

School based staff are encouraged to participate in the local scheduling advisory committee at their respective location. Each full time employee who is assigned supervision will be assigned up to 100 minutes of supervision per week and part time employees will have their supervision duties pro-rated.

**LETTER OF UNDERSTANDING BETWEEN THE HALTON CATHOLIC DISTRICT SCHOOL BOARD  
AND C.U.P.E., LOCAL 3166**

During the term of this Collective Agreement if the Board agrees to a no layoff provision with any other bargaining units, the parties will meet to negotiate this issue with respect to this Collective Agreement.

In witness whereof the Board and the Union have caused this agreement to be signed by their respective representatives duly authorized on their behalf.

This 17<sup>th</sup> day of February, 2009

**The Halton Catholic District School Board**

  
 \_\_\_\_\_  
 Chair of the Board

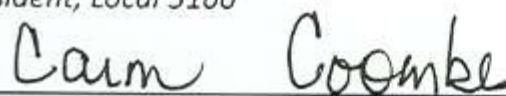
  
 \_\_\_\_\_  
 Director of Education, and Secretary of the Board

  
 \_\_\_\_\_  
 Executive Officer, Human Resources Services

**The Canadian Union Of Public Employees, Local 3166**

  
 \_\_\_\_\_  
 CUPE National Representative

  
 \_\_\_\_\_  
 President, Local 3166

  
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 Committee Member, Local 3166

  
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 Committee Member, Local 3166

  
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 Committee Member, Local 3166