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NOMBRE D'EMPLOYÉS	Jf

A G R E E M E N T

Between

**THE SAULT STE. MARIE DISTRICT ROMAN CATHOLIC
SEPARATE SCHOOL BOARD**

- and -

**LOCAL 3152
CANADIAN UNION OF PUBLIC EMPLOYEES
(CLERICAL)**

(September 1, 1992 to August 31, 1994)

27 1993

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**CUPE LOCAL 3152 (CLERICAL) AND SAULT
STE. MARIE DISTRICT R.C. SEPARATE SCHOOL BOARD
PROPOSED COLLECTIVE AGREEMENT -- NEGOTIATIONS 1992**

This agreement made this 6th day of July, 1993.

between

The Sault Ste. Marie District R.C. Separate School Board,

hereinafter called "the Employer",

Party of the First Part:

- and -

**The Canadian Union of Public Employees and its Local 3152
(Clerical)**

hereinafter called "the Union",

Party of the Second Part

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Article 1 - Purpose of Agreement

- 1.01 It is the purpose of both parties to this agreement:
- 1) To improve relations between the Employer and the Union and provide settled **and** just conditions of employment.
 - 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
 - 3) To encourage efficiency in operations.
 - 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 1.02 It is desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

Article 2 - Scope

- 2.01 The scope of this agreement shall apply to all full-time, part-time and relief clerical employees covered by the bargaining unit in respect to **all** matters set out in this agreement excluding: supervisors and persons above the rank of supervisor, Payroll Supervisor, Purchasing Agent, Revenue Officer, Transportation and Planning Officer, Accountant, Benefits Administrator, Secretary to the Director of Education, Secretaries to the Superintendents, Secretary to the Manager of Plant Services and Secretary to the Co-ordinator of Personnel Services.

Article 3 - Recognition

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3152 as the sole and exclusive collective bargaining agent for all employees save **and** except supervisors, persons above the rank of supervisor and persons covered by any other bargaining unit, and hereby agrees to negotiate with the Union, or any of **its** authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

3.02 Work of the Bargaining Unit

In order to provide **job** security for Board employees in the bargaining unit, the Board agrees that **no** such employee shall be laid **off** or receive a reduction in **normal** pay because of work being **sub-contracted**, leased, assigned, conveyed or transferred to any other person or company.

No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the **terms** of this collective agreement.

3.04 Right of **Fair** Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

3.05 Union Officers and Committee Members

Union officers and committee members may be granted leave from their work during **working hours** in order to carry out their functions under **this** agreement, including, but not **limited** to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during **working hours** for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be **unreasonably** withheld but will take **into** consideration the least disruptive to the school/department. Such time spent in **performing Union** duties, including work performed on various committees, shall be considered as time worked.

Article 4 - Human Rights4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matter of **hiring**, assigning wage rate, training, up-grading, promotion, transfer, lay **off**, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, **ancestry**, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her **membership** or activity in the Union.

4.02 Human **Rights** Act. **Employment Standards Act**, etc.

Any claim by **an** employee or the Union pertaining to a violation of the **Human** Rights Act, or the Employment Standards Act, or any other labour relations legislation may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

4.03 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. **Employees** will **not be asked or required to do personal** services for a supervisor which are not connected with the operation of the Employer.

4.04 Sexual/Personal Harassment

The **Union** and the Employer recognize the right of employees to work in an environment free from sexual/personal harassment, **and** the Employer recognizes its responsibility to maintain a discrimination-free work place.

(a) Definition of Sexual Harassment

Sexual harassment shall be defined as **any** sexually oriented practice that undermines an employee's health, **job** performance, or work place relationships or endangers **an** employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- i) inappropriate touching, including touching which is expressed to be unwanted;
- ii) suggestive remarks or other verbal abuse with a sexual connotation;
- iii) compromising invitations;
- iv) repeated or persistent leering at a person's body;
- v) demands for **sexual** favours;
- vi) physical assault.

(b) Definition of Personal Harassment

Personal harassment shall be defined as any behaviour which denies individuals their dignity and respect, **and** that is offensive, embarrassing and humiliating to **said** individual, or that which causes personal harassment of another employee in carrying out the duties or in the provision of his/her services in **any form** and at any level. Personal harassment shall include, but not be limited to:

Personal harassment by either employees or Employer Representatives shall be defined as:

- i) repeated intentional, offensive comments;
- ii) actions deliberately designed to demean and belittle an individual; **and,**
- iii) personal humiliation.

4.05 Procedures to Follow re: Sexual/Personal Harassment

- a) Whenever an employee feels he/she has been harassed he/she will **use** the following procedure. However, **this** article will not be

construed as in any way **limiting** an employee's right to seek redress through any other legal procedure available to **him/her** and the Employer agrees it will not attempt to prevent an employee ~~from~~ seeking redress through any other legal procedure by reasons that an employee has followed this procedure.

- b) In cases of sexual/personal harassment, the employee who is harassed will not be transferred against his/her will.
- c) Cases of sexual/personal harassment shall be considered as discrimination and shall **be** eligible to be processed **as** grievances at Step 2 of the grievance procedure, either by the individual or the Union. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- d) **Both** parties agree that all proceedings and **results** thereof will be dealt with in **the** strictest confidence.

Article 5 - Management Rights

5.01 Except as modified by this agreement and to the extent specifically described in this agreement, all rights and prerogatives of management are retained by the Board and remain exclusively and without limitation within the right of the Board and its administration. Without limiting the generality of the foregoing, the Board's **rights** shall include:

The right of the Board **to** hire, direct, promote, demote, classify jobs, transfer, suspend, lay-off employees, and **also** the right of the Board **to** discipline or discharge any employee for just cause; provided, however, that a claim by an employee who has acquired seniority that he/she has been discharged, suspended, demoted or disciplined without just cause, or that the Board has exercised any of its other rights contrary to the **term** of this agreement may be the subject of a grievance and dealt with **as** hereinafter provided.

5.02 Any exercise of the above noted rights by the Board that establish a new or modified policy will be communicated to the Secretary of the bargaining unit in writing as soon as possible. Such new or modified policies shall not be contrary to the **terms** of this agreement.

Article 6 - Union I **R**

6.01 All Employees to be Members

All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. **As** a condition of employment, all new employees shall become and remain members in good standing of the Union within **thirty** days of employment.

Article 7 - Check-Off of Union Dues

7.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

7.02 Deductions

Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the 10th day of the following month for which ~~the~~ dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications **and** sex of employees **from** whose wages the deductions have been made.

7.03 Dues Receipt

At the same time that Income **Tax** (T-4) slips are made available, the Employer shall type on the amount of the Union dues paid by each **Union** member in the previous year.

Article 8 - Employer and Union Shall Acquaint Potential Employees

8.01 Potential Employees

The Employer agrees to acquaint potential 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**. *All* newly hired employees will receive a copy of the collective agreement and the names **and** telephone numbers of the Union Executive.

Article 9 - Correspondence

9.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to **and from** the Co-ordinator of Personnel Services and the Group Vice-President, Recording Secretary of the **Union**, **and** the CUPE National Representative. The correspondence shall include promotions, demotions, **hirings**, lay offs, transfers, recalls, resignations, retirements, deaths, discipline, discharges and any other correspondence.

A copy of any correspondence between the Employer, or **his/her** designate 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 Recording Secretary of the Union or **his/her** designate.

Article 10 - Labour Management Bargaining Relations

10.01 Representatives

The Employer shall not **bargain** with or enter into **any** agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. **In** representing **an** employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that **this** may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

A Union bargaining committee shall be elected or appointed and consist of not more than three (3) members of the Union and the CUPE National Representative. The Union will advise the Employer of the Union members of the **Committee**.

10.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union bargaining committee to the Employer for discussion and settlement.

10.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by **mutual** agreement.

10.05 Time ~~off~~ for Meeting

Any representative of the Union or the bargaining committee but not more **than** three (3) employees, who are in the employ **of** the Employer, shall have the right to attend meetings held within **working** hours without loss of remuneration.

10.06 Technical Information

Upon **written** request from the **Union**, within **ten** (10) **working** days or as soon as possible thereafter, the Employer shall make available to the Union any information required by the Union **such as** budgets and financial statements, job descriptions, **postings** in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, and employees benefit plan, required for collective bargaining purposes.

10.07 Co-ordinating Committee

The Separate School Board Co-ordinating Committee shall be composed of the Negotiating Committees of the Board and the Union. It shall meet at the request of either party to explain **Board** policies, by-laws, regulations and matters of mutual concern. The **Board** will seriously consider any suggestions ~~from~~ the Union regarding the above matters.

Article 11 - Agenda and Minutes of Board Meetings

- 11.01 A copy of the Agenda and the minutes of the Board Meeting shall be mailed to the CUPE Local 3152 President, Group Vice-President, Recording Secretary and the National Representative as soon as available.

Article 12 - Grievance Procedure

12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

The Grievance Committee shall be comprised of not more than three (3) employees of **the** Board for the purpose of **dealing with and** processing complaints and grievances. The Committee ~~shall~~ have the right to include the National Representative if necessary. The parties agree that grievance meetings shall be scheduled after **working hours**.

The Board agrees to pay the wages of the Grievor and/or Grievance Committee when those members are required to be absent from their place of employment to attend grievance, complaint or arbitration meetings.

12.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and **the** department(s) he/she represents, before **the** Employer shall be required to recognize him/her.

12.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes **and** presenting adjustments **as** provided in this article. **The** Union recognizes that each Steward is employed **by** the Employer and that he/she will not leave **his/her** work during **working** hours except to perform his/her duties under this

agreement. Therefore, no Steward shall leave **his/her** work without obtaining the permission of his/her supervisor, which permission shall not be unreasonably denied.

12.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly.

12.05 Replies to grievances stating reasons shall be in writing at all stages in an earnest effort to settle grievances fairly and promptly in the following manner:

The employee(s) with a grievance/complaint will submit the grievance/complaint to his/her Steward. If the employee's Steward is absent, he/she may **submit** his/her grievance/complaint to another member of the Grievance Committee. At each step of the grievance procedure the Grievor shall have the right to be present.

Step 1

Before it can be considered a grievance, any complaint must first be discussed by the employee with the Supervisor. **Such** discussion **must** take place within fifteen (16) **working** days of the date of the incident which gave rise to the complaint. The Supervisor shall reply verbally to the employee within (6) **working** days of such discussion taking place. Unresolved complaints become grievances and may be submitted to Step 2 **within** fifteen (15) working days of the decision in Step 1.

Step 2

If the complaint is not resolved as a result of **the** discussion in Step 1, the employee/union shall then **submit the** grievance in **writing** to the Co-ordinator of Personnel Services within fifteen (15) **working** days of the reply referred to in Step 1. The grievance shall specify the **Article(s)** which **is/are** alleged to be violated. A meeting between the Co-ordinator of Personnel Services, Superintendent of Personnel, the employee and the Union Grievance Committee shall be arranged within ten (10) working days of receipt of the grievance. A decision will be rendered in writing within ten (10) **working** days of the meeting.

Step 3

If the grievance is not satisfactorily resolved at Step 2, the Union shall notify the Co-ordinator of Personnel Services in writing within fifteen (15) **working** days of receipt of the Step 2 reply. The Board Grievance Committee will meet with the Union Grievance Committee within ten (10) **working** days of receipt of

the written request from the Union. A decision will be rendered in writing within ten (10) working days of the meeting.

Step 4

Failing a satisfactory settlement being reached in Step 3, the **Union** may refer the dispute to binding arbitration within fifteen (15) working days of the decision received in Step 3.

12.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the **Union** has a grievance, such grievance shall commence at Step 2 of the grievance procedures provided the grievance is submitted within thirty (30) calendar days of the incident or when the **Union** ought to have become aware of the incident.

12.07 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

12.08 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter **into** discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the **Union**.

12.09 Grievance on Safety, etc.

The Board will make provisions for the health and safety of all employees during the hours of employment.

An employee, or a group of employees, who ~~is~~ **are** requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

12.10 The Union's National Representative may be present at the request of either party beyond Step 1.

12.11 Failure on the part of the Union to ~~adhere~~ to the time **limits** will result in the complaint or grievance being dropped. Failure ~~on~~ the part of the Employer to adhere to the time limits will result in the complaint or grievance **being** advanced to the ~~next~~ step of the grievance procedure. The time limits may be extended by mutual agreement of the parties in writing.

12.12 For the purpose of **this** article a work day is defined as a regular work day from Monday to Friday, excluding Statutory Holidays.

Article 13 - Arbitration

13.01 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 12, and which has not been settled, will, at the written request of either of the parties, be referred to a **single** arbitrator.

13.02 Board Procedure

- (a) In resolving disputes, the Arbitrator shall have regard to the real substance of the matters in **dispute** and the respective merits of the positions of the parties, and shall apply principles consistent with the Labour Relations Act.
- (b) The Arbitrator shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion he/she considers proper.

13.03 A single Arbitrator **will be** chosen by **the** parties to deal with the arbitration matter. **This** selection will occur from a list of three (3) Arbitrators which had been previously agreed to by both parties and which may be amended as required.

13.04 Within five (5) **working** days of the request to proceed to arbitration, the parties will agree to a **single** Arbitrator as outlined in Article 13.03 and agree to a date for the hearing.

13.05 The Arbitrator shall not have any power to alter or change any of the provisions of **this** agreement, or to substitute any new provisions or any existing provisions, nor to give decisions inconsistent with the terms **and** provisions of **this** agreement.

13.06 The parties will equally share the expenses of the Arbitrator.

13.07 Grievance Settlement Officer

The Employer and the Union may agree to the appointment of a Grievance Settlement Officer in an endeavour to effect a settlement prior to arbitration.

Article 14 - Job Security

14.01 Employee Reports

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) **working** days of the event of the complaint. **This** notice shall include particulars of the work performance which led to such dissatisfaction. **This** is not

intended to be disciplinary but is intended to be used to enhance the relationship and communication between the Employer and employee,

Article 15 - Discharge, Suspension and Discipline

15.01 Principle of Innocence

Both parties agree that **an** employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against **an** employee which may result in the suspension or discharge of the employee, the following procedure shall be followed.

15.02 The Board reserves the right to discipline or discharge **an** employee for just and sufficient cause. A claim by a seniority employee of unjust discipline or discharge shall be treated as a grievance and the grievance procedure shall be followed as outlined in Article 12. Such grievances may be settled by confirming the Board's action or by reinstating the employee with full compensation for time lost, or by any other arrangement which is **just** and equitable in the opinion of the conferring parties or the Arbitrator.

15.03 The Board will notify the employee(s) and the Union of all anticipated discipline or discharge actions in **writing** immediately giving the name of the employee concerned **and the** reason for the anticipated discipline or discharge. In cases of discipline matters involving dismissal, loss of pay, or written warnings the employee shall receive **written** notification of the disciplinary action in the presence of the Separate School Group Vice-President. Copies of all written warnings and notices **of** all disciplinary action shall be sent to all persons on the mailing list as supplied by the Union.

15.04 **An** employee shall have the right at any time to have access to and review of **his/her** personnel record. **Any** disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from **the** employee's record may be introduced as evidence in any hearing, if such evidence relates to **any** disciplinary matter which **took** place more than twenty-four **(24)** months previous to the **issue** giving rise to the hearing, Notwithstanding the above however, evidence relating to disciplinary action taken by the Employer as **a** result of sexual or moral **misconduct** may be considered.

15.05 Designation of Supervisor

Every employee shall be notified of the name of **his/her** immediate designated supervisor.

The term "supervisor" when used in this Agreement shall mean a management person who is not a member of the bargaining unit.

Article 16 - Seniority

16.01 (a) For the purpose of this Agreement a seniority employee is one who has successfully completed his/her probationary period.

(b) Seniority Defined

Seniority is defined as the length of service from date of hire in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

(i) There shall be three (3) seniority lists maintained for the following categories of employment:

Category List (1): 35 hours per week 12 month employees.

Category List (2): 35 hours per week less than 12 month employees.

Category List (3): Less than 35 hours per week employees.

There shall be a date of hire list upon which all bargaining unit seniority employees shall be shown. This shall be known as the Master Seniority List.

(ii) Employees shall be shown on the appropriate Category Lists in order of their date of hire to a permanent full-time or part-time position. Upon appointment to a position in a category in which seniority is not currently held, the employee shall be added to the new category list in accordance with his/her hire date in the bargaining unit and shall be removed from his/her previous category list.

16.02 Seniority List

The Employer shall maintain a seniority list showing the employee's name, current classification, status, and the date of hire. Up-to-date seniority lists shall be sent to the Union and to the employees via mail/courier in October of each year.

The seniority lists will be considered correct for all purposes unless the employee disputes its accuracy within three (3) calendar weeks from the date the list was mailed to the employees. The employee must file a written notice to the Co-ordinator of Personnel Services outlining the grounds of his/her objection.

The Employer shall maintain a separate list for relief employees. An up-to-date list will be sent to the Union each October.

16.03 Probation for Newly Hired Employees

- (a) A newly hired employee shall be on probation only for the first sixty (60) calendar days of **his/her** employment. **During** the probationary period, the employee **shall** be entitled to all **rights** and **benefits** of this agreement. After successful completion of the probationary period the employee's name shall be placed on the seniority list and credit shall be given from the date of appointment to the permanent position. One (1) working day will be defined as one (1) scheduled day of work regardless of the number of scheduled hours of work per day. The dismissal of an employee for just cause **during** the probationary period shall **not** be subject to the grievance procedure. The probationary employee, however, shall be entitled to all other rights and privileges under this agreement other than those **from** which they are specifically excluded.
- (b) The probationary period of a full-time or part-time 12-month employee **shall** be extended by one (1) additional month (**20** working days) to provide for the opportunity to evaluate the performance of a probationary employee in the case where the supervisor is an academic employee and is **off** work for the summer months of July **and August**.
- (c) **In** the event that a relief employee serves the equivalent of the probationary period **as** per Article 16.03 (a) while replacing a full-time/part-time employee on a continuous basis, such employee will be deemed to be established if appointed to that permanent full-time/part-time position.

16.04 Loss of Seniority

An employee's established seniority shall be considered **broken**, forfeited and employment terminated when such employee:

- (a) resigns
- (b) is discharged for just cause
- (c) is laid off for a period in excess of twenty-four (**24**) months
- (d) fails to return to work within **ten** (10) working days of being recalled
- (e) **is** absent **from** work **for** more than three (3) days without a bonafide reason or without **notifying** the **supervisor**
- (f) (i) Is absent from work due to illness or accident subject to the following conditions:

1. during the **first** twenty-four **(24) months** of such absence the Board will continue to provide benefit coverage as set out in Article 26.
 2. at the end of such twenty-four **(24)** month period the provisions of all benefits except for Life Insurance for such employee will cease.
 3. the employee will continue to accumulate seniority **during** the twenty-four **(24)** month period after which time employment **will** be terminated.
- (ii) Should an employee be medically certified as fit to return to work and this is confirmed by the Board appointed medical practitioner the employee shall be provided with a position as similar as possible to the position which the employee held at the time of termination. The following conditions shall apply:
1. Seniority. The employee shall not accrue any additional seniority **from** the date of termination to the date of reinstatement.
 2. Any Sick Leave Credit accumulated by **an** employee will be carried **over** from the previous period of employment with the Board.

16.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to **a** position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the **bargaining** unit, **he/she** shall retain **his/her** seniority accumulated up to the date of leaving **the** unit. Such employee shall have the right to return to a position in the bargaining unit **within** ninety (90) calendar days. If **an** employee returns to the bargaining unit, **he/she** shall be placed in a **job** consistent with his/her seniority. Such return shall not **result** in the layoff or bumping of **an** employee holding greater seniority.

Notwithstanding the **above**, **an** employee who transfers **shall** retain his/her seniority in **this bargaining** unit up to **the date** of leaving the unit to a maximum of twenty-four (24) months, as long as the employee remains a member of another CUPE bargaining unit of the Employer.

Article 17 - Promotions and Staff Changes

17.01 Job Postings

- (a) Within **ten** (10) working days, permanent vacancies, and, where it can be determined in advance for temporary vacancies of more than thirty **(30)** days, and newly created positions within this bargaining unit shall be posted for a period of one (1) week

excluding holidays. An employee wishing to make application, providing he/she is available for work at the time of the posting, shall do so within the required time limit forwarding written application to the Personnel Department. **All** applicants shall be notified by the Board as to who the successful applicant or applicants are as **soon** as possible after the selection is made.

- (b) **An** employee on vacation or sick leave at the time of the job posting who returns to work within three (3) working days after the closing date of the job posting, **shall** have seven (7) calendar days after **his/her** return to work to apply for the position.
- (c) **In** filling job vacancies and in the case of promotions or transfers within the bargaining unit, the Board will consider the candidate's availability for work, qualifications, skills and ability to perform the **work**. If, in the judgement of the Board, two or more candidates meet and are deemed equal in the above criteria then the candidate with the greatest seniority shall be selected for the position.
- (d) In the event that a vacancy occurs, or a new position is created during the summer vacation, the Board will send a copy of the notice of the vacancy or new position to each employee in the bargaining unit to the last **known** home address on the records of the Board.

Employees **wishing** to apply for the vacancy or new position **shall** do **so** in writing within two (2) weeks of the date on the notice.

17.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, **skills**, shift, hours of work, wage or **salary** rate or range. Such qualifications and requirement shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. Job postings will include the job description.

17.03 Trial Period

The successful applicant shall be notified as **soon** as possible within a maximum of four (4) **weeks** following the end of the posting period. He/she shall be given a trial period of **sixty** (60) calendar days. **The** Employer shall not curtail the trial period without just cause, before it has run its full course, Conditional on satisfactory service, the employee shall be declared permanent after the period of **sixty** (60) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to **continue** to perform the duties of the new job classification, he/she shall be returned to **his/her** former position, **wage** or salary **rate**, without loss of seniority. **Any** other employee promoted or transferred because

of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

17.04 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant. The Co-ordinator of Personnel Services will meet with any applicants to discuss their results of the interview.

17.05 In such cases where a temporary vacancy becomes permanent the employee appointed to the temporary position shall be appointed to the permanent position, provided the temporary employee is a seniority employee within the bargaining unit. If a casual employee is assigned to the temporary vacancy then the position will be posted if it becomes permanent.

Article 18 - Layoffs and Recalls

18.01 (a) Definition of Terms

1. Level is defined as the wage rate applicable to the position.
2. Job Classification is defined as the actual job as outlined in Schedule B.
3. Job Category is defined as category of employment in accordance with Article 16.01 (b)(i).

(b) Definition of Layoff

An employee is considered to be laid **off** when:

- (i) there is a reduction of employees in the work force;
- (ii) there is a reduction in an employee's regular hours of work;
- (iii) an employee's position is declared redundant.

(c) Employees will first exercise their seniority within their current job category and then in subsequent job categories in accordance with their positions on the master seniority list provided such subsequent categories are less than the number of hours or weeks worked. There shall be no bumping up to a higher job category and **no** employee may bump into a position having a higher **maximum** wage rate than the **maximum** wage rate of his/her current job classification.

(d) An employee **who** has received notice of layoff shall be moved to the most junior position where the incumbent employee to be displaced has less seniority and works the same number of hours per week **as** the person receiving the layoff notice, taking into

consideration the qualifications, skills and ability of the employee to perform the work.

- (e) If due to the lack of qualifications, skill and ability to perform the work a lateral move is not possible, the most junior position with the next lower number of hours of work per week shall be considered applying the process described in (d) above.
- (f) The Board shall consult with the redundant employee before beginning the process to obtain his/her input. Where there is a reduction in the regular hours of work of **an** employee the employee may elect to accept the reduced hours of work. If the redundant employee does not wish to accept a reduction in his/her number of hours per week worked, the board shall follow the above process starting with the most junior person who regularly works the same number of hours per week **and** weeks per year as the redundant employee.
- (g) Probationary employees employed within the bargaining unit shall be the **first** to be laid off.
- (h) If **as** a result of the foregoing process a senior employee is to be laid off the following process **shall take** precedent:

The senior employee about to be laid off shall exercise his/her seniority to displace the employee closest to the laid off employee's current employment status (ie. wage rate and hours of **work**) with less seniority. An employee will progress **one** wage level at a time above his/her current wage level.
- (i) All employees displaced by the bumping action described above shall **exercise** their seniority as provided for in Article 18.01 (c), (d), (e), (f) **and** (h).

18.02 Recall Procedure

When Seniority Employees are being recalled to work they will be recalled in reverse order of layoff, provided the employee to be recalled possesses the necessary qualifications, **skills** and ability to perform the work. Employees being recalled shall be notified by registered letter mailed to their last address on the records of the Board and shall have a period of ten (10) working days to respond. If no response is received from the seniority employee within this time limit, the seniority employee shall be deemed terminated.

18.03 Seniority employees shall be placed on the recall list for two **(2)** years. If after two **(2)** years they are not recalled, their names shall be removed from the recall list.

18.04 Any seniority employee on the recall list who refuses to accept an available position, shall be terminated. Exceptions to **this** would include

seniority employees declining due to illness or pregnancy as certified by a qualified physician.

18.05 Role of Seniority in Layoffs

Any employee on layoff ~~shall~~ have, for twenty-four **(24)** months ~~from~~ date of layoff, the opportunity for casual work required by the **Board**, prior to such work being offered to relief employees. Relief work shall be offered to laid off employees in order of seniority based on qualifications, skills and ability to perform the work as opportunities **arise** and shall be for the duration of the available opportunity. Any employee ~~on~~ faye off may submit his/her name to be placed ~~on~~ the relief list.

Article 19 - Hours of Work

19.01 (a) Full-Time Employees

Full-time employees shall normally be scheduled to work thirty-five **(35)hours** per week twelve (12) months per year. The hours of work shall normally be scheduled between 8:00 a.m. and 5:00 p.m. Monday to Friday. The work schedule will be arranged with the employee's immediate supervisor.

Notwithstanding the above the person assigned to the occasional teacher call-out position may be scheduled between the **hours** of 7:00 a.m. and 5:00 p.m.

(b) Part-Time Employees

Part-time employees shall normally be scheduled to work less than thirty-five (35) hours per week twelve **(12)** months per year or ~~thirty-five (35) hours per week~~ **or** less, for less than twelve months per year. The hours of work shall normally be scheduled between 8:00 a.m. and 4:30 p.m. Monday to Friday.

(c) Relief Employees

(i) A relief employee is one who works as a temporary replacement for a ~~full-time/part-time~~ employee, or who works in a department where assistance ~~is~~ required on occasion, with ~~a full-time/part-time~~ employee.

(ii) Relief employees shall not attain seniority ~~and~~ time worked by a relief employee shall not be considered as time served for the probationary period.,

(iii) Relief employees will only receive salary as stated in the current Collective Agreement and vacation pay in accordance to the Employment Standards **Act**.

- (iv) The Board has the right to engage relief employees as required **so** long as they, in **so** doing, do not lessen the regular work week of a **Full** or Part-Time Employee. Time worked by relief employees shall not be considered for **seniority** purposes.

(d) Probationary Employees

A probationary employee is one who is serving the probationary period as required under Article 16.03 **(a)**.

19.02 Rest Period/Lunch Break

The employees work day **shall** be divided to provide for two **(2)** fifteen **(15)** minute rest periods with pay during the first half and second half of each work day. Further, employees shall be allowed a lunch break without pay of not less than thirty **(30)minutes**.

19.03 Overtime Defined

Overtime rates of time and one-half ($1\frac{1}{2}$) shall be paid for all authorized work in excess of seven **(7)** hours per day or thirty-five **(35)** hours per **week**. Sunday work shall be at the rate of double time. Overtime will be on a voluntary basis.

- 19.04** Employees have the **option** of equal time off for time worked in **excess** of seven (7) hours per day or thirty-five **(36)hours** per week at a time mutually **agreed** between the employee and **his/her** supervisor.

19.05 Turn Around Time

An employee required to **start** a new **shift** within sixteen (16) hours of completing **his/her** previous **shift** including authorized overtime shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for all hours which fall within the sixteen (16) hour turn around **time**.

19.06 Payment For or Supply of Meals

An employee required to **work** more than three **(3)hours** of authorized overtime shall be provided with a **meal** or an allowance of seven (\$7.00) dollars by the Employer. Additional fifteen (16) **minutes** paid break will be allowed for each additional two **(2)** hours of overtime.

19.07 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

- 19.08 (a)** Elementary School Secretaries, Librarian Secretaries and Support Services Secretaries will work on regularly scheduled teaching days according to the school year calendar including Professional Development Days. In addition, the above employees **are** provided a

bank of hours equal to their allotted hour of work per week (eg. 14, 17.5, 18 hours etc.). Employees who work additional hours must submit a time sheet for the additional hours worked in accordance with the above and will be paid at their regular hourly rate. In the scheduling of the additional hours, the total hours worked by an employee shall not exceed seven (7) hours per day or thirty-five (36) hours per week.

- (b) The Board shall have the right to schedule ~~forty-two~~ (42) weeks of work for employees in secondary schools over a twelve (12) month period provided that for each employee not more than a ~~maximum~~ of two (2) weeks of work be rescheduled to that time when school is not in session.

19.09 Nothing in this Collective Agreement shall be construed as a guarantee of hours of work per day, per week or of days of work per week or weeks per year.

Article 19 - Development Days

20.01 Professional Development Days are considered regular work days for all seniority employees.

Article 21 - Sick Leave Provisions

21.01 Sick Leave Defined

- (a) Sick leave means the period of time an employee is absent from work without loss of pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Worker's Compensation Act.
- (b) It is understood that sick leave credits are earned. Employees who are in receipt of Long Term Disability benefits, W.C.B. benefits, or who are on authorized sick leave or authorized leave of absence in excess of thirty (30) consecutive days, will not be eligible for the Sick Leave Allowance entitlement for the period he/she is on such leave or benefit.

21.02 Sick Leave Plan

- (a) Thirty-five (35) hours per week twelve (12) month Seniority Employees shall receive an annual sick leave allowance of fifteen (16) days which shall be cumulative to a maximum of two hundred (200) days.
- (b) For all other seniority employees, sick leave allowance, based on fifteen (15) days per year, shall be pro-rated to the nearest whole day, on the basis of normally scheduled weeks of work per year. The sick leave allowance shall be cumulative to a maximum of two hundred (200) days.

eg. 15 x weeks of work
52

- (c) When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.

21.03 Proof of Illness

The Board reserves the right to request a medical certificate from any employee.

- 21.04 A seniority employee whose accumulated sick leave credits are exhausted will receive benefits equal to and according to the time limits of the Unemployment Insurance Act until he/she returns to work or is eligible for Long Term Disability.

21.05 Sick Leave Records

In September of each school year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

Article 22 - Leave of Absence

22.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any **loss** of pay or benefits for up to a **maximum** of seven (7) days per employee for negotiations with the Employer.

22.02 Grievance and Arbitration Pay Provisions

The Grievor and Grievance Committee of the Union shall not suffer any **loss** of pay or benefits for the total time involved in attendance at grievance and arbitration meetings.

22.03 Pay During Leave of Absence for Union work or Convention

- (a) Leave of absence will be granted except in cases of emergency, for a total of twenty (20) days per year for Union conventions or seminars, providing such leave involves no more than two (2) seniority employees at one time.
- (b) The President, Vice-Resident or Group Vice-President, of the Local Union will each be granted up to an additional eight (8) **days** per year, for the purpose of **attending** to the duties of their office. Should a member of this local be elected **as** a member to the National or Provincial Executive Board, he/she will be granted up to an additional twelve (12) days per year.

- (c) Leaves of Absence in excess of that which is provided for in (a) and (b) above, may be granted provided it does not interfere with the Board's operations.
- (d) All Leaves of Absence covered under this clause shall be without **loss** of seniority and without pay.
- (e) All requests for leaves of absence for Union Business shall be made in writing by the Secretary of the Local to the Personnel Department **giving** at least one (1) week's notice whenever possible. Replies shall also be given in writing by the Personnel Department.
- (f) A seniority employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence by the **Board** without loss of seniority but without pay or without cost to the Board for a period of up to two (2) years. Such leave may be renewed by the board on request during his/her term of office.
- (g) An employee shall receive the pay and benefits provided for in this agreement when on a leave of absence for Union work or convention. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

22.04 Protection During Pregnancy/Parental Leave

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.

22.05 Length of Pregnancy/Parental Leave

- (a) A seniority employee is entitled to a period up to seventeen (17) weeks without pay for Regnancy Leave and/or after the birth or adoption of a child. In addition, a seniority employee is entitled to a period up to eighteen (18) weeks without pay for parental leave to care for the newborn or newly adopted child. During the period of the statutory pregnancy/parental leave, the employer shall continue to make the Employer contributionsto pension, life insurance, extended health, L.T.D, and dental plans (full benefit package), provided the employee continues to make his/her contributions and advises the Board in writing prior to the commencement of the leave that he/she wishes to continue his/her participation in the plans.
- (b) When an employee returns to work following his/her statutory pregnancy/parental leave, the employee shall return to his/her former position. If his/her former position no longer exists he/she shall exercise his/her seniority.

When an employee decides to return to work after his/her statutory pregnancy/parental leave, he/she shall provide the Employer with at least two **(2)** weeks written notice. If an employee wishes to change his/her date of return to an earlier or later date, the employee shall provide the Employer with at least four **(4)** weeks' written notice.

22.06 Extended Pregnancy Leave

- (a) At the written request of the employee, the Employer may grant a period of up to one (1) year unpaid pregnancy/parental leave. **During this** period full seniority shall accumulate. **An** employee **granted** a pregnancy/parental leave may maintain insured benefit coverage by paying the required premiums if the employee had elected to continue the benefits during the statutory thirty-five **(35)** week pregnancy/parental leave and subject to the Board notifying the insurer **and** the availability of coverage.
- (b) On return from extended parental leave the employee shall be assured a position and placement will be made in accordance with seniority and qualifications.

22.07 Seniority Status During Pregnancy/Parental Leave

While on statutory pregnancy/parental leave an employee shall retain his/her full employment status and rights under this collective agreement.

22.08 Paternity Leave

The employee will inform the Employer at least one **(1)** month before the desired leave of absence, which may be before and/or after the birth. The employee will supply medical confirmation that his/her spouse is pregnant and indicating the anticipated date of delivery.

A seniority employee shall be granted a leave of absence without deduction of salary to a **maximum** of two **(2)** days upon the birth/adoption of a child or children. **This** leave shall be taken:

the day previous to the birth or adoption OR the day of the birth or adoption OR within five **(6)** working days of the **birth** or adoption OR within five **(5)** working days of the child's release from hospital following birth or adoption.

22.09 Citizenship Leave

An employee shall be allowed one-half ($\frac{1}{2}$) day with pay to attend for formal hearing to become a Canadian citizen.

22.10 Education Leave and Examination

The Employer agrees that it is to the mutual benefit of the Employer **and** the employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees with five **(5)** years' employment who wish to further their education, shall be permitted up to one **(1)** year of education leave without pay. **An** employee granted an educational leave may maintain his/her benefit coverage by paying the required premiums himself/herself subject to the **Board** notifying the insurer and the availability of coverage. **Upon** return to work following an educational leave, the employee **shall** be assured a position and placement will be made in accordance with seniority and qualifications.

22.11 Mourner's Leave

One-half ($\frac{1}{2}$) days leave shall be granted without pay, to attend as a pallbearer or mourner.

Where the family of a deceased employee requests pallbearers from the Union, the Employer may grant the necessary leave with pay to be recovered from **Local 3152** for up to six **(6)** pallbearers.

22.12 Funeral Leave

- (a) A seniority employee **shall** be entitled to leave of absence without deduction of **salary** up to a **maximum** of five **(6)** working days for the purpose of attending a funeral outside of the City, of a member of the immediate family. A seniority employee shall be entitled to **a** leave of absence without deduction of salary up to a **maximum** of three **(3)** working days for the purpose of attending a funeral of a member of the immediate family, and one **(1)** working day for a relative outside the immediate family. Immediate family is defined as being: parents, step parents, parents-in-law, husband, wife, children, step children, sons-in-law, daughters-in-law, brothers, **sisters**, grandparents and grandchildren, brother-in-law, sister-in-law. Foster children living in employee's home at the time of their death **shall also** be considered as immediate family. Outside immediate family is defined as being: aunts, uncles, cousins, nieces and nephews.
- (b) If a seniority employee cannot attend an out-of-town funeral and chooses to send his/her spouse, then the funeral allowance specified in 22.12(a) shall be granted.
- (c) If a seniority employee is unable to attend the funeral of a member of the immediate **family who** passed away in another country, then the employee will be granted a one **(1)** working days leave of absence with pay. Further to the above a seniority employee shall be entitled to a leave of absence without deduction

of salary up to a maximum of three (3) **working** days in case of the death, outside of the City, of a parent, husband, wife, children and his/her step children, if the employee or his/her spouse are unable to attend the funeral. Foster children living in employee's home at the time of their death shall also be considered **as** immediate family. It is understood that the provisions of this article will also apply if such an **occurrence** falls within the vacation period of the employee--the employee shall receive the leave **of** absence with pay in addition to his/her vacation period. Any employee on **sick** leave or compensation will not be deducted sick leave credits for the days of funeral leave entitlement.

- (d) Proof of death of a relative must be submitted to the Personnel Department to qualify for all leaves of absence with pay, by a signed form letter.

22.13 Compassionate Leave

An employee may be granted a leave of absence for compassionate leave to a **maximum** of two (2) days per year at the discretion of the Superintendent of Personnel without loss of pay or deduction from cumulative sick leave.

If the Superintendent of Personnel is not available, the employee shall notify his/her immediate supervisor of the reasons for **his/her** absence. **Upon** return the employee shall notify the Superintendent of Personnel in writing of the reasons for the absence and the Superintendent of Personnel shall determine if compassionate leave is to be granted.

22.14 Leave for Court Appearance

- (a) In the event of a seniority employee being accused of an offence which requires a court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay.
- (b) A seniority employee who is jailed and awaiting **trial** shall be given an automatic leave of absence without pay for the period of incarceration.
- (c) **An** accused seniority employee **who** is found guilty and sentenced, shall be removed **from** the **Board's** records and employment. Such action shall be at the Board's discretion.

22.15 General Leave

An employee may be granted a leave of absence without pay and without loss of seniority when he/she requests such leave. Such request shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

22.16 Paid **Jury** or **Court** Witness Duty Leave

Time will be allowed with no loss of pay for **an** employee called for jury duty or subpoenaed as a crown witness. In such instances, the employee will receive full pay from the Board and in turn **will** turn over to the Board all remuneration, with the exception of meal, accommodation and travel allowances, received for jury duty or witness service. The Board may require the employee to furnish a certificate of service signed by the Clerk of the Court.

Article 23 - Payment of Wages and Allowances

23.01 Pay Days

The Employer shall pay salaries and wages **bi-weekly** in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of **his/her** wages, overtime, and other supplementary pay **and** deductions.

The Employer may not make deductions from wages or salaries unless authorized by statutes, court order, arbitration order or by **this** agreement.

23.02 Rate of Pay **on** Promotion or Reclassification

- (a) Where a seniority employee is promoted or temporarily assigned to a position classified at a higher rate, the employee will receive the intermediate rate for the higher classified position. If **his/her** wage rate prior to promotion is greater than the intermediate rate of the new position, **he/she** will receive the standard wage rate of the new position.
- (b) If an absence occurs requiring **a** temporary replacement for a Senior Secretary, secretaries in the same **building** shall have the opportunity to replace the absent Senior Secretary.

23.03 Pay on Transfer, Lower Rated Job

In an emergency situation an employee is assigned in accordance with the terms of this collective agreement to a position paying a lower rate, **his/her** rate shall not be reduced.

23.04 Gas Allowance/Travel **Expense**

- (a) Employees required to use their, personal vehicles for Board business as part of their regular duties shall be paid a travel allowance. Such allowance **is to be** consistent with Board policy.
- (b) A travel expense report shall be submitted monthly to **the** Business and Finance Department.

23.05 Procedure Regarding Inclement Weather

The following procedures will apply with respect to employees who, because of severe weather conditions, either report late for work or are unable to report at all.

All Employees are expected to make every effort to report for work on time, notwithstanding severe weather conditions. However, in the circumstances quoted above, it is agreed that employees who arrive late for their work day, but report prior to the mid-point of their scheduled work day, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe weather conditions. Employees who report after the mid-point of their work day will be paid for hours worked.

With respect to employees who are unable to report for work due to the aforementioned severe weather conditions, or who report &er the mid-point of their work day it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of **such** lost time.

It is further agreed, however, that in the event that employees are authorized to be absent from work **by** a supervisor, such employees shall be paid for any time lost because of such authorization.

23.06 Recognized Holidays

(a) All seniority employees shall be paid at their regular rate of pay for the following recognized holidays:

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

(b) All work requested **from** seniority employees by the Board on the above recognized holidays will be paid for at the rate of time and one-half (1½) of normal rate, over and above the **guaranteed** pay for the recognized holiday.

23.07 (a) In the event any of the above mentioned holidays fall on a Saturday, or on a Sunday, the day substituted by the Federal, Provincial or Municipal Government shall be observed.

(b) Seniority employees must work the last scheduled day immediately before the listed holiday and the next scheduled day immediately after the holiday to qualify for holiday pay, unless the employee is off sick, on vacation or on any approved leave, other than leave of absence for personal reasons. An employee **who** is off sick may be requested to submit a doctor's certificate to **qualify** for holiday payment.

3.08 All full-time employees shall be off with pay on **Christmas** and New year's Eve at 12 noon when such day falls on a regularly scheduled working day.

23.09 For the purpose of recognized holidays listed in Article 23.06 (a), temporary employees shall be paid in accordance with the provisions of the Employment Standards Act.

23.10 Vacation Pay

An employee may, upon giving at least ten (10) working days written notice, receive, **on** the last office day preceding commencement of his/her annual vacation, any pay cheques which may fall during the period of vacation.

Article 24 - Vacations

24.01 For vacation purposes continuous service will be calculated as of the anniversary date of each employee.

24.02 (a) All seniority, 35 hour per **week, 12** month employees covered by **this** Agreement shall be granted vacations at their regular rate of pay as per (i), (ii), (iii), (iv) and (v):

- (i) After 1 year of **service** - 2 weeks paid vacation
- (ii) After 5 years of service - 3 weeks paid vacation
- (iii) After 10 years of service - 4 weeks paid vacation
- (iv) After 15 years of service - 5 weeks paid vacation
- (v) After 20 years of service - 6 weeks paid vacation

(b) The vacation shall be taken when schools **are** not in session unless otherwise agreed by the employee and **his** or her immediate supervisor. Vacations shall be scheduled at the discretion of the **employee's** immediate supervisor.

(c) Vacations shall not be carried over **from** one (1)**year** to another.

(d) **An** employee may not forego the vacation for which he or she is being paid.

24.03 All other seniority employees covered by **this** Agreement shall be granted pay in lieu of vacation **as** per (i), (ii), (iii), (iv), and (v):

- (i) **After** 1 year of service - 4% of previous year's earnings.
- (ii) After 5 years of service - 6% of **previous** year's earnings.
- (iii) After 10 years of service - 8% of previous year's earnings.
- (iv) After 15 years **of** service - 10% of previous **year's** earnings.
- (v) After 20 years of **service** - 12% **of** previous year's earnings.

- 24.04 Employees shall receive the vacation periods or pay in lieu of vacation as set out above but shall forfeit a proportion of vacation entitlement or pay in lieu of vacation for continuous unpaid absences in excess of one (1) month.
- 24.05 Vacation pay of 4% of the year's earnings will be granted to employees who do not qualify for vacation.
- 24.06 In addition to their regular vacation all seniority 35 hour per week, 12 month employees shall receive one (1) extra week vacation at age 63 years of age to 65 years prior to retirement (non cumulative each year). Entitlement of extra vacation shall be on the employee's birthday and shall be a maximum of three (3) weeks.

Article 25 - Pension Plan

- 25.01 The Pension plan that will be provided to seniority employees covered by this agreement shall be the plan of the Ontario Municipal Employees Retirement System.
- 25.02 (a) Every thirtyfive (36) hour per week, twelve (12) month seniority employee who becomes eligible to be a member of OMERS under the terms and conditions of the OMERS plan shall as a condition of employment, become a member of the plan.
- (b) Every seniority employee who works less than 35 hours per week 12 months per year and who becomes eligible to be a member of OMERS under the terms and conditions of the OMERS plan shall have the option of becoming a member of the plan.
- 25.03 The Board is authorized to make deductions from earnings of all employees belonging to the retirement system in accordance with the requirements of the Ontario Municipal Employees Retirement System and the Canada Pension Plan, and to remit such contributions and to execute all documents as required.
- 25.04 Normal retirement will be at the age of 65.

Article 26 - Employee Benefits

- 26.01 The Board agrees to contribute towards the following mutually agreed upon benefit plans in the following amounts, for all seniority employees. For all employees working thirty-five (35) hours per week and twelve (12) months per year the Board will contribute one hundred (100%) percent of the premium. For all other employees who work 17.5 hours or more per week, the cost of the benefits shall be pro-rated on the basis of normally scheduled hours of work per week and months of work per year.
- (a) Life Insurance Plan: Two (2) times normal annual earnings exclusive of overtime to a maximum of \$50,000. The employee shall also be allowed to purchase at his/her own expense a

Voluntary Group Life Insurance benefit equal to one (1) times the employee's basic annual earnings to a maximum of **\$25,000**. (Letter of agreement).

- (b) Long Term Disability: Seniority employees covered by this Agreement shall be provided with a Long Term Disability Benefit Plan providing 75% of normal monthly earnings after the thirteenth week of disability to retirement age. Disability shall be defined as inability to perform normal clerical or secretarial duties for a period of two (2) years, or inability to be otherwise employed after this period.
- (c) Dental Plan: Coverage as presently in effect. The benefits will be based on one (1) year less the current Ontario Dental Association fee schedule.
- (d) Major Medical & Prescription Drug Plan: The **drug** plan shall be a generic prescription **drug** plan with the \$1.00 deductible per prescription. Vision care shall be in the **sum** of one hundred and fifteen (\$116.00) dollars every **two (2) years**.
- (e) When a seniority employee at the request of the **Board** must seek **from** a **Doctor**, certification relating to a disability, the employer will pay for such certificate.

26.02 Worker's Compensation: A seniority employee on Workers' Compensation shall have the option of:

Receiving Workers' Compensation

OR

Remaining on the **Board's** payroll at normal rate of pay and **having** the Board receive the Workers' Compensation cheques. The difference between normal rate of pay and Workers' Compensation **shall** be deducted from the accumulated Sick Leave Credits.

26.03 The Board has the authority to tender and to select the carriers with the understanding that the benefits shall not be less than those outlined above.

26.04 **All** insured benefits shall be as described in the insurance companies' brochures which **shall** be distributed to seniority employees. All benefits shall be subject to **the rules**, regulations, descriptions, and limitations as set **out** in the master contract held by the Board. In any dispute, such master contracts shall prove binding on all parties.

26.05 Employees **wishing** to continue their benefit coverage for the period not worked, subject to continuing eligibility, will be responsible for reimbursing the Board for the full cost of the premiums.

It is further agreed that participation in the benefit coverage, by employees who work less than 35 hours per week, shall be at the written option of the employee. The employee shall advise the Board in writing of the option chosen.

Article 27 - Technological Change

27.01 Technological Change

- (a) Technological Change means any change in the introduction of equipment or material different in nature, type or quantity from that previously utilized.
- (b) When the Employer is considering the introduction of technological change the Employer agrees to notify the Union as far as possible in advance of his/her intentions and to update the information provided as new developments arise and modifications **are** made.

Article 28 - Present Conditions to Continue

28.01 Continuation of Acquired Rights

All **provisions** of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of **the** parties shall remain **in** existence.

Article 29 - Printing of Agreement

29.01 The **Union** and the Board shall share equally the cost of printing the Agreement, which shall be done within one (1) month of the signing of **the** Agreement. Each employee shall receive a copy of the Agreement and in addition the Union shall receive officially signed copies as requested.

Article 30 - General

30.01 No ~~Strikes~~ or Lockouts

During the life of this Agreement the **Union** agrees there will be **no** strike, slowdowns, picketing or any other interference with **work**, and the Board agrees there will be no lockout. Strike and lockout will be as defined in the Ontario Labour Relations **Act**.

30.02 Communication to Members

The Board will provide space on the existing bulletin boards in every **worksite**.



Article 31 - Term of Agreement

31.01 This agreement shall be binding and remain in effect from September 1, 1992 to August 31, 1994 and shall continue ~~from~~ year to year ~~thereafter~~ unless either party gives notice in writing.

31.02 Notice of Changes

Either party desiring to propose changes to this agreement shall, within the one hundred, fifty (160) days prior to the **expiry** date, give notice in writing to the other party.

If notice of amendments is given by either party, the parties shall meet for the purpose of negotiations at the earliest mutually agreeable date prior to the expiration date of this agreement.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

The Sault Ste. Marie District
Roman Catholic Separate School
Board

R. O'Connor

R. O'Connor
Chairperson of the Board

J. Martan

J. Martan, Chairperson

K. Fata

K. Fata, Trustee

J. Cayouette

J. Cayouette, Trustee

D. Muio

D. Muio, Trustee

J. DeFazio

J. DeFazio, Superintendent of
Personnel

M. Welton

M. Welton, Benefits Administrator

K. Goos

K. Goos, Co-ordinator of Personnel
Services

Canadian Union of Public
Employees, and its Local 3152
(Clerical), C.L.C.

J. Palasz

J. Palasz
President, Local 3152

H. Huber

H. Huber, Member

N. Perlini

N. Perlini, Member

S. Hegland

S. Hegland, Member

T. Mack

T. Mack, C.U.P.E. National
Representative

SCHEDULE "A"

Wages shall be paid in accordance with the following wage schedule:

(a) Effective September 1, 1992

	<u>Probationary Rate</u>	<u>Intermediate Rate</u> <small>(After three months)</small>	<u>Standard Rate</u> <small>(After twelve months)</small>
Level I	\$ 13.25	\$ 13.75	\$ 14.25
Level II	\$ 14.29	\$ 14.79	\$ 15.29
Level III	\$ 15.83	\$ 16.33	\$ 16.83
Level IV	\$ 18.86	\$ 19.36	\$ 19.86

(b) Effective ^{March 1st} ~~September 1, 1993~~ *P. S. A. 91.P.*

	<u>Probationary Rate</u>	<u>Intermediate Rate</u> <small>(After three months)</small>	<u>Standard Rate</u> <small>(After twelve months)</small>
Level I	\$ 13.48	\$ 13.98	\$ 14.48
Level II	\$ 14.52	\$ 15.02	\$ 15.52
Level III	\$ 16.13	\$ 16.63	\$ 17.13
Level IV	\$ 19.16	\$ 19.66	\$ 20.16

SCHEDULE "B" - JOB CLASSIFICATIONS

<u>Level</u>	<u>Job Title</u>
I	Part-Time Clerk (Media Resource Centre) Switchboard Operator
II	Benefits Clerk Clerk Typist - Special Ed. (English) Clerk Typist - Special Ed. (F.L.S.) Library Secretary Machine Operator Payroll Clerk Secondary School Secretary Secretary to the Co-ordinator of Co-operative and Continuing Education Secretary to the Early Years/Formative Years Co-ordinator and Transition/Specialization Years Co-ordinator Secretary to the Music Consultant and F.S.L. Co-ordinator Secretary to the Religious Education Consultant Secretary to the Physical Education Co-ordinator Secretary at Sacred Heart Adult Learning Centre
III	Accounts Payable Clerk Elementary School Secretary Revenue Clerk Secretary - Special Ed. (English) Secretary - Special Ed. (F.L.S.) Secretary to the Computer Co-ordinator
IV	Senior Secondary School Secretary (English) Senior Secondary School Secretary (F.L.S.) Secretary - Media Resource Centre

LETTER OF AGREEMENT - Re: Vacation Bonus

A Letter of Agreement ~~not~~ to be part of the Collective Agreement and not to be arbitrable to provide for the following employees that there shall be an annual vacation bonus to be granted equal to 50% of the annual unused ~~sick~~ leave, the ~~bonus~~ not to exceed 5 days, ~~and not~~ to be charged against ~~the sick~~ leave bank. ~~That~~ is, an employee who cashes in 10 days of unused sick leave and gets a 5 day vacation bonus will have 10 ~~days~~ credited to the ~~bank~~.

The employees *are*:

R. Perna
M. Pozzebon
A. Cote
G. Trumble
H. Lamantea
V. Berlingieri

Dated this 25th day of April, 1989.

For the Board

M. Welton
DeFazio
Luos

For the Union:

(Signature)
Madeline Pertine
Maura Highland
Thrust

LETTER OF AGREEMENT

Re: *Article 24.01 and 24.02 - Vacation*

For the purpose of clarification this Letter of Agreement shall not be part of the Collective Agreement and shall not be arbitrable.

(a) Notwithstanding Article 24.01 and 24.02, the following employees

Sharon McKinnon
Grace Venne

shall be granted vacations as per i, ii, iii, iv and v:

- i) After 1 year of service - 2 weeks paid vacation
 - ii) After 5 years of service - 3 weeks paid vacation
 - iii) After 10 years of service - 4 weeks paid vacation
 - iv) After 15 years of service - 5 weeks paid vacation
 - v) After 20 years of service - 6 weeks paid vacation
- (b) Vacations shall be scheduled at the discretion of the employees' immediate supervisor provided that vacations are scheduled **when** schools **are not** in session.
- (c) Vacations shall not be carried over **from one** year to **another**.
- (d) An employee may not forego the vacation for which he/she is being paid.

Dated this **26th** day of April, 1989.

For the Board

M. Welton
J. DeFazio
K. Ross

For the Union:

[Signature]
Nichole Perlini
Sharon Highland
Shack

LETTER OF AGREEMENT

Re: Article 26 - Employee Benefits

For the purpose of clarification this Letter of Agreement shall not be part of the Collective Agreement and shall not be arbitrable.

Notwithstanding clause 26.05, the Employer will contribute 100% of the premiums provided in Article 26 for 12 months for the following employees:

Sharon McKinnon

for as long as they remain employees covered by this Collective Agreement.

Dated this 25th day of April, 1989.

For the Board:

M. Welton
J. DeFazio
K. Ross

For the Union:

(Signature)
Nadine Perline
Sharon Highland
Shuck

LETTER OF AGREEMENT

Re: Article 28.06 - Recognized Holidays

For the purpose of clarification this Letter of Agreement shall not be part of the Collective Agreement and shall not be arbitrable.

For the following employees the Board agrees to continue to provide one (1) day holiday in lieu of November 11:

- G. Trumble
- R. Perna
- M. Pozzebon
- H. Lamantea
- V. Berlingieri
- A. Cote

Dated this 25th day of April, 1989.

For the Board:

M. Welton

J. DeFazio

Loos

For the Union:

(Signature)

Madeline Perline

Miriam Highland

Shack

LETTER OF AGREEMENT**RETIREMENT GRANT**

For the purpose of clarification **this** Letter of Agreement shall not be part of the Collective Agreement and shall not be arbitrable.

This will confirm our agreement reached during negotiations to grandfather existing employees **who** are entitled to a retirement gratuity upon retirement from the **Board**.

On retirement **from** the Board the following employees will be entitled to a retirement gratuity:

Gail Trumble
Rosanna Perna

The amount of the gratuity payment shall be calculated in the following manner:

Number of accumulated sick leave days 200 days X salary X years of service
percent-based on

Number of years employed by the Board

10 to 14 - **fifteen** (15%) percent
15 to 19 - twenty (20%) percent
20 to 24 - thirty (30%) percent
25 to 29 - forty (40%) percent
30 plus - **fifty** (50%) percent

Dated this 15th day of October, 1992.

For the Board:

M. Welton
Deptazio
Leos

For the Union:

[Signature]
Madeline Perlini
Miriam Hegland
Shack

LETTER OF AGREEMENT

For the purpose of clarification this Letter of Agreement shall **not** be part of the Collective Agreement **and** shall not be arbitrable.

Life Insurance

This will confirm the agreement reached **during** negotiations that **the** following employees shall continue to receive Life Insurance, as provided under the plan, equal to two **(2)** times their normal annual earnings to a **maximum** of \$100,000:

G. Trumble
 R. Perna
 M. Pozzebon
 H. Lamantea
 V. Berlingieri
 A. Côté

Dated **this** 6th day of February, 1989.

For the Board:

M. Welton
J. DeFazio
K. Wood

For the Union:

(A. Perna)
Nedine Perlini
Maxon Hylton
Shack

LETTER OF AGREEMENT

BETWEEN the Sault Ste. Marie District R.C. Separate School Board and the Canadian Union of Public Employees and its Local 3152 (Clerical)

Re: Ontario Health Insurance Plan

This will confirm **our** agreement reached during negotiations for the renewal of the Collective Agreement (1990-92).

It is agreed that the Board will reinstate the policy of paying one hundred (100%) percent of the rates of the Ontario Health Insurance Plan should the O.H.I.P. rates change **from** being employer based through the Employer Health Tax, to being employee based. The O.H.I.P. benefit will **be** reinstated in accordance with Article 20.01(e) and Article 20.05 of the 1988-90 C.U.P.E. Clerical Collective Agreement.

Dated this 4th day of October, 1990.

For the Board:

M. Welton
J. DeFazio
Leves

For the **Union:**

(Signature)
Madeline Perline
Maureen Hegland
Shack

LETTER OF INTENT

Re: Labour Management Committee

The Sault Ste. Marie District R.C. Separate School Board and the Canadian Union of Public Employees, Local 3152 shall establish a Joint Labour Management Committee comprised of three representatives from the **Board**, one representative from each of the CUPE bargaining **units** (for a total of three representatives) and the CUPE National Representative.

The function of this **committee** is to promote improved service to the public and community through social **and** community related activities.

This letter ~~shall~~ remain in effect for the duration of the September 1, 1992 to August 31, 1994 Collective Agreement **only**.

Signed this 15th day of October, 1992.

For the Board

M. Welton
L. DeFazio
[Signature]

For the Union:

[Signature]
Nadine Perlini
Maureen Highland
Shack.

LETTER OF INTENT

BETWEEN:

The Sault Ste. Marie District R.C.
Separate School Board

- and -

The Canadian Union of Public Employees on behalf
of its Local 3152 (clerical)

Re. Joint Job Evaluation Committee

The Sault Ste. Marie District R.C. Separate School Board and the Canadian Union of Public Employees, have agreed to work co-operatively to establish a Joint Job Evaluation Committee comprised of a **maximum** of three (3) representatives from the Board, a **maximum** of three (3) representatives from **CUPE, Local 3152** and the National Representative.

Any disagreement shall be subject to the grievance procedure.

This letter shall remain in effect for the duration of the September 1, 1992 to August 31, 1994 Collective Agreement only.

Signed this 15th day of October, 1992.

For the Board

M. Welton
Delta 300
K. Ross

For the Union:

[Signature]
Nedine Puelini
Maureen Hedford
Shack

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