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COLLECTIVE AGREEMENT  
 Between  
THE DURHAM REGION ROMAN CATHOLIC SEPARATE SCHOOL BOARD BOARD  
 (hereinafter called the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 218  
 (hereinafter called the "Union")

- Re: (1) **Educational Assistants,**  
 (2) **Plant Department Employees**  
 (Custodial and Maintenance Personnel) and  
 (3) **Secretarial/Clerical/Technical Staff**

ARTICLE 1                    PURPOSE

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

ARTICLE 2                    RECOGNITION

2.01                    The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees of the Employer engaged as Educational Assistants; engaged in plant operations (custodial and maintenance staff); and all office, clerical and technical employees save and except the Secretary to the Director of Education, Secretaries to the Academic Superintendents, Secretary to the Superintendent of Business, Secretary to the Comptroller of Finance and Purchasing Agent, Secretary to the Human Resources Manager, Teacher Personnel Assistant, Employee Benefits Coordinator, Translator, Supervisors, and persons above the rank of supervisor.

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

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ARTICLE 3

MANAGEMENT FUNCTION

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

- (a) Maintain efficiency, order and discipline;
- (b) Hire, retire, discharge, direct, classify, establish new positions, transfer, promote, demote, lay-off and suspend or otherwise discipline employees provided that a claim by an employee with seniority that the employee has been the subject of a discriminatory promotion, demotion or transfer, or a claim that the employee has been discharged or disciplined without reasonable cause may be made the subject of a grievance and dealt with as hereinafter provided;
- (c) Operate and manage its educational facilities in all respects in accordance with its commitments and responsibilities including the determination of the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the Employer's facilities not otherwise specifically dealt elsewhere in this Agreement.

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

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

ARTICLE 4

UNION RESPONSIBILITY

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

ARTICLE 5            NO DISCRIMINATION

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

ARTICLE 6            CHECK-OFF

- 6.01                    (a) All present members shall remain members and all future employees shall become and remain members of the Union.
- (b) The Employer shall deduct from every employee monthly dues, and from every member assessments levied in accordance with the Union Constitution and By-Laws.
- (c) The T-4 Income Tax slips issued by the Employer shall state the amount of Union dues deducted from each employee.
- 6.02                    All sums deducted pursuant to Section 6.01 will be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following that in which deductions were made, together with a list of employees in respect of whom deductions have been made, plus the addresses of any new employees added to the list.
- 6.03                    The Union will save the Employer harmless in respect of any deductions or remittances made pursuant to this Article.
- 6.04                    The Employer agrees to deduct authorized Credit Union contributions from each pay and have remitted, such deductions to The Oshawa Community Credit Union. The Employer's banking firm to forward such deductions to the said Credit Union. Any employee withdrawing shall not be allowed to re-enter the program during the life of this Agreement.

6.05 With the exclusion of the Plant Department Employees (Custodial and Maintenance Personnel) and Educational Assistants, temporary employees hired by the Employer for known periods of one month or more to replace regular employees absent for any reason shall not be subject to the terms of this Agreement except as to the check-off provision as provided for in Section 6.01 (b).

ARTICLE 7

ACQUAINTING NEW EMPLOYEES

7.01 The Employer will acquaint new employees with the fact that the Union is the bargaining agent, and that there is a Collective Agreement in effect. The Employer will supply a new employee with a copy of the Collective Agreement at the time of hire.

ARTICLE 8

OND AND COMMUNICATIONS

- 8.01 (a) All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Human Resources Manager and the Chairperson on the Separate School Unit of C.U.P.E. with a copy to the Recording Secretary of the Local Union.
- (b) A copy of the W.C.B. accident report which involves lost time for a period longer than two (2) weeks or involves a serious injury shall be sent to the Workers' Compensation Board C.U.P.E. representative.
- 8.02 The Employer and the Union shall meet to discuss matters of mutual interest as soon as possible following notice by one party to the other of items for discussion. Up to three (3) members of the respective Union group may attend such a meeting.
- 8.03 Where a conflict exists between a Teacher and an Educational Assistant, it is agreed the Employer and the Union shall meet in an effort to resolve the problem before action is taken.

ARTICLE 9

LIABILITY INSURANCE

9.01 The Employer shall provide insurance coverage to reimburse employees for all legal costs arising out of the defense of an employee as a result of the performance of duties providing the employee's actions were lawful. The coverage will be in accordance with limitations as outlined in the insurance policy.

ARTICLE 10

UNION REPRESENTATION

- 10.01 The Employer acknowledges the right of the Union to elect or otherwise appoint a union committee from among the permanent employees, and will recognize and deal with such committee on any matter properly arising out of this Agreement, provided that not more than three (3) such committee members from the respective Bargaining Committees (Educational Assistants, Plant Department Employees [Custodial and Maintenance Personnel] and Secretarial/Clerical/Technical Staff) shall attend at meetings with management representatives. The Local Union President or designate shall be allowed to attend negotiation meetings.
- 10.02 The Union agrees to supply the Employer with the names of the committee members, and will keep such list up-to-date at all times.
- 10.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Employer.
- 10.04 The Union acknowledges that the respective committee members have regular duties as employees to perform and that such persons will not leave their regular duties without first obtaining the permission of the appropriate supervisor or their appointee. It is understood that committee members will not absent themselves from duties unreasonably and that, in accordance with this understanding the Employer will compensate the respective committee members at the regular rate of pay while attending negotiating meetings with management and while processing grievances. However, compensation will not be paid for such time spent outside the committee members' regular working hours.
- 10.05 At any meeting between the Employer and an employee, at which discipline is to be imposed, the employee shall have the right to request the presence of a Union representative,

**ARTICLE 11**      **NO STRIKE OR LOCK-OUT**

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

**ARTICLE 12**      **SENIORITY**

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

12.02                    (a) **For Plant Department Employees (Custodial and Maintenance Personnel):-**

Temporary employees, that is employees hired for a specific period of time not to exceed two (2) months, and students will not be subject to the terms of this Article, except in relation to wages or as otherwise specifically provided in this Agreement. An employee who has completed the three (3) months probationary period, will be placed on the seniority list with an effective seniority date as of the date of hire. Seniority will accumulate thereafter on the basis of service with the Employer.

(b) **For Secretarial/Clerical/Technical Staff:-**

Temporary employees who are successful in obtaining regular positions without a break in service shall have their unbroken service as temporary employees credited to them as seniority retroactive to their last date of hire as temporary employees. This will apply except that temporary employees working less than a thirty-five (35) hour week shall have their seniority accumulation pro-rated on the basis of thirty-five (35) hours of work equal to one week of total service and seniority with the Employer.

- 12.03 All employees covered by this Agreement shall, as of the effective date of this Agreement, have their seniority date established as of their last date of hire with the Employer or any employer amalgamated with the Durham Region Roman Catholic Separate School Board.
- 12.04 Future seniority will then be accumulated by calendar service, with the exception that employees working less than full-time shall have their seniority accumulation pro-rated accordingly.
- 12.05 The Employer will maintain a seniority list showing the date upon which each employee's service commenced, as adjusted by Article 12.02 (a) or (b) and 12.04.
- Any employee may request information from the Employer relative to the employee's own seniority. A copy of the seniority list shall be supplied to each employee on or about January 1st of each year.
- 12.06 An employee will lose seniority in the event that:
- (a) the employee resigns;
  - (b) the employee is discharged and the discharge is not reversed through the grievance procedure;
  - (c) following lay-off, is notified by registered mail to the last address on the Employer's records to return to work and fails to notify the Employer within two (2) working days of such notification that the employee intends to return to work, or fails to return to work within five (5) working days of notification;
  - (d) the employee is laid off continuously for a period of more than twelve months.
- 12.07 Subject to the provisions of Section 12.06, an employee who is absent from work by reason of sickness, accident, lay-off or authorized leave of absence shall not lose seniority.

- 12.08 The selection or appointment of employees for supervisory positions, or for any position outside the Bargaining Unit, is not governed by this Agreement, but if any employee is or has been so transferred back to a position within the Bargaining Unit, then service inside the Bargaining Unit plus a maximum of one (1) year's service outside the Bargaining Unit shall count towards seniority for the purpose of this Agreement.
- 12.09 A part-time employee transferred to a full-time position will be credited with seniority in an amount proportionate to the actual working time completed to the employee's credit as of the date of transfer.
- 12.10 Employees who are given preference for positions in the Bargaining Unit because of a language requirement (e.g., French) shall not as a result of this qualification be given preference throughout the school system except through the normal provisions of the Collective Agreement.
- 12.11 For Plant Department Employees (Custodial and Maintenance Personnel):-
- : For purposes of clarification an employee who receives a chief custodian position because of a language requirement and out of line of seniority shall not be entitled to use such experience as a chief custodian to override any other employee with more seniority in the Bargaining Unit.

**ARTICLE 13**

**CALLS**

- 13.01 (a) Lay-offs and recalls will be based on the skills, abilities and qualifications of the employees in relation to the available work, and as among several employees in whom such qualifications are relatively equal, seniority will be the governing factor. Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off.



(b) For Educational Assistants:-

The Employer agrees that in the event of a lay-off, employees shall be laid off according to seniority providing the remaining employees meet the qualifications as set forth in the job description and are physically able to perform the function required. Unless specifically advised otherwise by the Employer, these employees shall be laid off at the conclusion of the school year, but shall be subject to recall in the Fall.

13.02

(a) Employees shall be recalled in the order of their seniority subject to the provisions of 13.01.

(b) For Educational Assistants:-

(i) Where it is necessary to recall employees, they shall be called in order of their seniority provided they meet the qualifications as set forth in the job description and are physically able to perform the function required;

(ii) Educational Assistants shall be given preference according to seniority to fill vacancies provided they meet the qualifications as set forth in the job description and are physically able to perform the function required;

(iii) If no vacancy exists, the redundant Educational Assistant may choose to exercise seniority by displacing an employee having less seniority providing the employee is capable and qualified to perform the work required.

(iv) In all circumstances when it becomes necessary to reduce, recall and place employees according to seniority, the welfare of the children shall be given proper consideration.

13.03

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

13.04

(a) For Secretarial/Clerical/Technical Staff:-

In the event of a reduction of hours occurring in a school with more than one (1) secretary, the Secretary with the least school seniority in that school will be affected in that band.

Note: Also see 14.01 (c).

(b) For Plant Department Employees (Custodial and Maintenance Personnel) and Secretarial/Clerical/Technical Staff:-

Employees affected by the elimination of their positions, or reduction of hours, shall have the right to bump employees in their existing band working the same number of hours with the least seniority. If there are no employees working the same number of hours, the employees shall have the right to bump employees in an existing band working less hours with the least seniority.

Employees must initiate the bumping procedure no later than five (5) working days after the employees have received written notification.

Employees so bumped shall also have the right to bump employees with the least seniority in the next lower band in the same manner as above.

The bumping procedure outlined above will continue until the employees with the least seniority in the bargaining unit are laid off.

13.05

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

13.06

The Employer agrees to continue to pay the percentages of premiums for the benefit plans as outlined in Article 27 for employees laid off for periods of three (3) months or less.

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

**ARTICLE 14**

**PROMOTIONS AND JOB POSTINGS**

14.01

**(a) For Educational Assistants:-**

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

No outside applications for any vacancy shall be considered until the applications of present bargaining unit members have been fully processed.

The parties agree that transfers may not be affected until the start of the next school year.

When a position becomes vacant or a new one is created after June 30th of the school year, it shall be filled temporarily until the end of the next school year. The Educational Assistant hired or transferred will be notified that their placement is temporary subject to the provision of this Article. A copy of all positions that are filled shall be immediately forwarded to the Union.

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

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

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

The Employer agrees to consider written applications submitted to the Superintendent of Human Resources. Applicants will be considered as per: the provision of Article 13.

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

Under the terms of the Modified Work Program and/or regulations under the Worker's Compensation Act, employees shall be provided with every opportunity to fulfil the job requirements up to a period of six (6) months. If unable to fulfil these requirements, other alternate work and/or alternatives will be considered up to and including termination.

14.01 (b) FOR Plant Department Employees [Custodial and Maintenance Personnel]:-

Promotions and successful postings to positions of a permanent nature will be based on the abilities and qualifications of an employee to satisfactorily perform the normal requirements of the position. As among employees whose abilities and qualifications are relatively equal, seniority shall govern. Notices of promotions and available positions shall be posted at all schools on the bulletin board for a period of five (5) working days. The posting will list the position title, the location, the shift requirement and the starting date when possible. Employees will be allowed one

successful job posting within the same classification in a twelve (12) month period. The duration of the twelve (12) month period shall begin as of the date when the employee is advised of the appointment.

Where within the Bargaining Unit a temporary promotion exists for a period known to be in excess of one (1) month, the Employer agrees that employees within the Bargaining Unit will be considered before hiring from outside, however, the successful applicant must remain until the return of the incumbent or a minimum of twelve (12) months.

If the day Custodian or Chief Custodian is absent from work for periods expected to be three (3) months or less, the Custodian with the most seniority employed at that school shall be the replacement provided the employee is capable of assuming this responsibility. The Employer will advise the Union of the decision on the replacement prior to appointing the employee.

In the event that no employee is considered suitable, the Employer will be free to fill the promotional vacancy from whatever source it chooses.

Successful employees who are transferred, appointed or promoted to other positions and are found unsuitable within three (3) months from the date of filling the vacancy will move to whatever vacant similar position is available but may not move back automatically to their previous position.

14.01

(c) For Secretarial/Clerical/Technical Staff:-

When new jobs are created or where a vacancy exists, the Employer shall post such positions for a period of five (5) working days and shall state the nature of the position, normal requirements of the job, required knowledge and education, skill, ability, location and salary rate. A copy of the posting shall be immediately forwarded to the Union. Employees will be allowed one successful job posting within the same band in a twelve (12) month period. The duration of the twelve (12) month period shall begin as of the date when the employee is advised of the appointment.

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

If an employee is presently working at two (2) half-time positions and a full-time posting becomes available, this employee will be allowed to post to this position although the employee has not completed the full twelve (12) month period.

An employee who is currently employed with the Employer and paid at the Band 6 level and is placed in two (2) 0.5 elementary school secretarial positions as the result of declining enrolment will be compensated at the Band 6 level.

A school secretary currently employed in two (2) 0.5 elementary school secretarial positions and paid at the Band 6 level who successfully posts to two (2) 0.5 elementary school secretarial positions will remain compensated at the Band 6 level..

A school secretary currently employed with the Board in a 1.0 position and paid at the Band 6 level who successfully posts to two (2) 0.5 elementary school secretarial positions after February 6, 1991 will be compensated at the Band 3 level.

All new employees placed in either one (1) or two (2) 0.5 elementary school secretarial positions will be compensated at the Band 3 level.

**Appointments** - Promotions of a permanent nature will be based on the abilities and qualifications of an employee to satisfactorily perform the normal requirements of the position. As among employees whose abilities, qualifications and performance are relatively equal, seniority shall govern.

When enrolment statistics are completed at the end of September of the current year, the employee with a reduction of hours will be allowed to choose from schools with increased enrolments within the same band, at which time the remainder surplus hours will be posted. In this event the employee with the most seniority affected by a reduction will have first choice choosing from the schools with increased enrollments.

In the event that no employee is considered suitable, the employer will be free to fill the promotional vacancy from whatever source it chooses.

A successful applicant will be given up to a three (3) month trial period. If the employee fails to qualify during this period, the employee shall be transferred back to the employee's original job band. If such a transfer causes a less senior employee to become surplus, such an employee shall then be laid off. The position left open by such a transfer back shall be subject to the posting procedure.

- 14.01 (d) Where a 1/2 time employee has three (3) years or more service in said school and enrolment stats increase from 1/2 time to full-time, the employee in said school shall be offered the full-time position before it is posted.
- (e) New employees shall be required to complete one year of service in the position for which they were originally hired before being eligible to post to other positions with the Employer.
- 14.02 Any employee who has given good and faithful service to the Employer and who has become unable to do the customary work will be given consideration for any work available and within the employee's capabilities.
- 14.03 The Union shall be notified of all hirings, layoffs, permanent transfers, promotions and terminations of employment.
- 14.04 The Employer agrees to post courtesy job posting for newly-created permanent positions which are not covered by this Agreement prior to advertising outside the Employer. The Union agrees that the selection of the successful applicant shall be at the sole discretion of the Employer and is not subject to this Agreement or to arbitration.

**ARTICLE 15**

**GRIEVANCE PROCEDURE**

15.01

**Regular Employee Grievance**

In the event that an employee has a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Employer, the employee shall first attempt to resolve the dispute verbally with the immediate supervisor/principal. Failing a resolution, the employee shall submit the grievance in writing to the Union Committee and the outlined procedure shall be followed:

**Step 1**

If the Committee considers the grievance to be justified, a copy of the grievance shall be submitted to the Human Resources Manager and the immediate supervisor no later than ten (10) working days of the occurrence of the grievance. The employee(s) concerned, with a member of the Committee, shall take the matter up within five (5) working days, or such time as is mutually agreeable between the Employer and the Union, with the immediate supervisor (in the case of Educational Assistants, the immediate supervisor shall be the Assistant Superintendent of Education - Student Services; for Plant Department Employees (Custodial and Maintenance Personnel), the immediate supervisor shall be the Controller of Plant; and in the case of school secretaries, the immediate supervisor shall be the Supervisor of Secretaries).

**Step 2**

In the event: that the grievance is not settled to the satisfaction of the griever, the matter will be taken up with five (5) working days or such time as is mutually agreeable between the Employer and the Union with the Human Resource Manager and Superintendent of Education - Human Resources.



Step 3

In the event that the grievance remains unsettled to the satisfaction of the grievor, the grievance will be sent to the Director of Education within five (5) working days or such time as is mutually agreeable between the Employer and the Union; otherwise, the grievance will be deemed to have been waived. The Director of Education shall, within five (5) working days of receipt of the grievance or such time as is mutually agreeable between the Employer and the Union, hold a meeting with the Union Committee, at which time the grievance will be discussed. The Director of Education will then render the Employer's decision in writing within five (5) working days of the date of such meeting.

Step 4

If no settlement can be reached and the grievor wishes to continue the grievance, the grievor and/or representatives of CUPE Local 218 on the grievor's behalf shall request, within ten (10) working days after receipt of the Director's reply, a meeting with a Committee of the Employer. The Committee of the Employer shall convene within ten (10) working days of receipt of the request. The written decision of the Employer shall be given within fifteen (15) working days following the convening of the meeting.

15.02            Either party ~~may~~ initiate a grievance arising out of any difference between them as to the interpretation, application, administration or alleged violation of this Agreement. The preliminary steps of the grievance procedure as set out in Section 15.01 (Step 1 and Step 2) shall be eliminated in such party grievances and the processing of the grievances will commence with a meeting between the Director of Education and the Union Committee to be held within five (5) working days of receipt by the non-grieving party of the written statement of the grievance.

15.03            A claim by an employee with seniority that the employee has been discharged without reasonable cause shall be treated as a grievance if a written statement of the grievance signed by the employee and a committee person, is lodged with the Employer within three (3) working days after the employee ceases to work. The preliminary steps of the grievance procedure set forth in Article 15.01 (Step 1 and Step 2) shall be eliminated in such discharge grievances, and the processing of the grievance will commence at Step 3.

- 15.04 The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees or the President of the Local Union when processing any grievance.
- 15.05 A record of an employee shall not be used against the employee at any time after twenty-four (24) months following a suspension or disciplinary action including letters of reprimand or any adverse reports.
- 15.06 The time limits in this Article may be extended by, mutual agreement between the parties.

**ARTICLE 16      ARB    ATION**

- 16.01 If a grievance remains unsettled following the appropriate procedure set forth in Article 15, it may be submitted to arbitration, provided that the party seeking arbitration notifies the other party in writing to that effect not more than ten (10) working days after the date of the rendering of the final decisions under Article 15.
- A Board of Arbitration shall be established in the manner provided in The Labour Relations Act as amended from time to time.
- 16.02 Each party shall bear the expenses of its own witnesses and the preparation and presentation of its own case. Each party shall be responsible for the expenses of its own nominee to the Arbitration Board. The expenses of the Chairperson shall be shared by the parties equally.
- 16.03 The Arbitration Employer shall have no power to alter or amend any of the provisions of this Agreement, or to substitute any new provisions for existing provisions, or to give any decision inconsistent with the provisions of this Agreement.
- 16.04 In cases involving discharge the Arbitration Employer may confirm the action of the Employer, or may reinstate the employee with full or partial compensation for time lost, or may render such other decision or provide such other remedy as it may in its discretion consider just and equitable.

16.05 For Plant Department Employees [Custodial and Maintenance Personnel):-

Permission for employees to be absent from duties to attend arbitration hearings shall be requested in writing to the Controller of Plant allowing sufficient time to make alternate arrangements for replacing staff.

ARTICLE 17 FIRST-AID KITS

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

ARTICLE 18 WAGES

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

18.02 In the event a regularly scheduled pay day falls during the Christmas and/or Winter Break, that pay shall be received on or before the Thursday preceding that break and will be dated for the last Thursday preceding the break.

18.03 Employees will continue to be paid by cheque every two (2) weeks or may select the option to have direct bank deposits made on their behalf every two (2) weeks. On each pay day, employees will be provided with an itemized statement of their wages and any deductions therefrom.

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

ARTICLE 19 HOURS OF WORK AND OVERTIME

19.01 (a) For Educational Assistants:-

The normal work week shall be thirty (30) hours a week comprised of five (5) six (6) hour days, Monday to Friday inclusive. The hours of work shall be consecutive. Educational Assistants shall be granted a lunch break of not less than forty (40) uninterrupted minutes to be established by the principal of the school.

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

The working year shall be the school year as provided in the Education Act, 1974, as amended from time to time.

- (i) There shall be no deduction of salary in respect of Christmas and Winter Break and time off shall constitute the annual vacation entitlement.
- (ii) When normal vacation entitlement differs from the number of working days in the Christmas and Winter Breaks, an adjustment shall be made in the last pay in June.

Employees shall be paid at the rate of time and one half for all authorized work performed in excess of six (6) hours per day. Overtime shall be pre-authorized by the Director of Education. (This clause will be in effect for the term of this Collective Agreement only - September 1, 1991 to September 30, 1993 - and will be monitored to determine effectiveness.)

Professional Activity Days are mandatory and Educational Assistants must attend to be paid.

19.01

(b) For Plant Department Employees (Custodial and Maintenance Personnel):-

(i) For Custodian Personnel

The regular work week shall consist of five (5) days of eight (8) hours each, Monday to Friday, scheduled as follows:

Day Shift:                    8:00 a.m. to 12:00 noon  
   1:00 p.m. to 5:00 p.m.

afternoon Shift: Monday to Thursday, to start not later than 1:30 p.m. Friday work hours to be as the Day Shift Hours and without shift premium.

It is understood and agreed, however, that in the event a school is being used for a Community Programme on any Friday, the shift for Friday will revert to commence not later than 1:30 p.m.

The normal working shift of Maintenance Personnel shall be:

8:00 a.m. to 4:30 p.m.  
Monday through Friday

It is agreed that the foregoing notwithstanding, the Maintenance Personnel shall work a shift 3:00 p.m. to 11:30 p.m. with a one-half hour unpaid lunch period, during the school year as required by the Controller of Plant.

- (ii) In schools with more than two (2) full-time employees, the afternoon shift shall be 3:30 p.m. to 12:00 midnight, with a one-half hour unpaid lunch break.
- (iii) It is also agreed that one custodian at the Education Centre shall commence work at 3:30 p.m. to 12:00 Midnight with a one-half hour unpaid lunch break, and one Custodian shall commence work at 6:45 a.m. and finish at 1:15 p.m.
- (iv) Chief Custodians at the secondary school shall commence work at 7:00 a.m. to 4:00 p.m. with a one hour unpaid lunch break.
- (v) Summer Work Hours

The afore-mentioned work hours will be adjusted (except in the case of the Custodian at the Education Centre) commencing the week immediately following school closing and the start of the new school year as follows except that the Employer may require schools on an individual basis to revert to the normal work week up to two weeks prior to school opening:

7:00 a.m. to 12:00 noon  
12:30 p.m. to 4:30 p.m.  
(Monday to Thursday) and

7:00 a.m. to 11:00 a.m.  
(Friday)

- (vi) It is understood that the payment of overtime premium (Article 19.01 (b) (viii) will not apply until after nine (9) straight time hours per day Monday to Thursday and four (4) straight time hours on Friday have been worked.

(vii) The Employer and the Union shall agree to meet and determine mutually agreeable working hours when time schedules are required to be changed due to Employer commitments.

(viii) Employees shall be paid at the rate of time and one-half for all authorized work performed in excess of eight (8) hours per day and for all authorized work performed on Saturday, and at the rate of double time for all authorized work performed on Sunday and statutory holidays.

(a) An employee called in outside of the employee's regular working hours will be paid a minimum of three (3) hours' pay at the overtime rate, except, in cases where the call-in is a result of the employee's own inadvertence or carelessness.

(b) Custodians who work outside their regular working hours because of the Community Use of Schools Programme shall receive the minimum of two (2) hours at the overtime rate.

(ix) Week-end and holiday security checks will be paid at the rate of \$15.00 per occasion. An employee required to standby, shall receive the weekend and security check allowance.

(x) An employee shall be paid a shift premium of forty (40) cents per hour when arraigned to work the afternoon shift.

(xi) Overtime and extra time in any school will be divided equitably among those employed in that school.

(xii) Shift premiums shall not be added to an employee's basic rate when calculating overtime rate.

19.01

(c) For Secretarial/Clerical/Technical Staff:-

- (i) The regular work week for regular full-time employees shall consist of five (5) days of seven (7) hours each, Monday to Friday, to be scheduled between 8:00 a.m. and 5:00 p.m., with one (1) hour unpaid lunch.

In the Plant Department, specifically the areas of Audio-Visual, the regular hours may be scheduled, where mutually agreeable, between the hours of 7:30 a.m. to 5:30 p.m. The regular hours for the Audio-Visual afternoon shift shall not commence before 12:00 noon nor finish later than 10:00 p.m. No seven (7) hour schedule shall be spread over a period longer than eight (8) hours with an hour off for lunch. The receptionist between 7:00 a.m. and 5:30 p.m., Monday to Friday, with one (1) hour unpaid lunch.

- (ii) The work year for personnel employed in the Education Centre and secondary schools shall consist of twelve (12) calendar months, January to and including December. The work year for personnel employed in elementary schools shall consist of the school year plus one additional week following the finish of the school year and two weeks prior to the start of the school year.
- (iii) For the term of this Collective Agreement ending September 30, 1993, employees in the Education Centre shall be allowed to select the option of working the shorter work year. Only fifty (50%) percent of the employees in a department shall be allowed, where possible, to work the shorter work year in any one year,

The Employer reserves the right to cancel this arrangement at any time.

- (iv) Employees in elementary and secondary schools as of September 25, 1990, with the exception of the Head Secretary, will have one of the following options to select as the work year.

Option 1 - Remain employed for twelve (12) calendar months, January to and including December.

Option 2 - Be employed for the school year plus one additional week following the finish of the school year and two weeks prior to the start of the school year.

The option selected by current employees will remain with that employee as long as they are a member of this Bargaining Unit,

Current employees who choose the twelve (12) month option may by December 31st of any year change to the ten (10) month three (3) week option. However, changes from option 2 will only be granted by the Director of Education for extenuating circumstances.

New employees for elementary schools will be employed for a work year consisting of the school year plus one additional week following the finish of the school year and two weeks prior to the start of the school year.

Employees employed in the Education Centre as of September 25, 1990 who post to positions in elementary schools shall be allowed to select Option 1 or Option 2. Those who post to positions in secondary schools shall remain employed for twelve (12) calendar months, January to and including December.

Employees working the shorter work year (option 2) will be allowed not more than twenty-two (22) days Sick Leave credit per year on the basis of two (2) days for every complete month of active service (one day will be granted for each partial month - July and August).

- (v) **Employees** shall be paid at the rate of time and one half for all authorized work performed in excess of seven (7) hours per day and for all authorized work performed on Saturday, and at the rate of double time for all authorized work performed on Sunday.



- (vi) Overtime and extra time in any school or office will be divided equitably among those employed in that school or office.
- (vii) An employee shall be paid a shift premium of forty (40) cents per hour when assigned to work the afternoon shift.
- (viii) The afore-mentioned work hours will be adjusted during July and August with the exception of a work week which includes a day which for the purposes of this Agreement is considered a holiday (Dominion Day and Civic Holiday) and the two weeks prior to school re-opening as follows:
  - Option 1 - 5 day week of 35 hours  
(8:30 a.m. - 4:30 p.m., 1 hr. lunch)
  - Option 2 - 4 day week of 32 hours  
(8:30 a.m. - 4:30 p.m., 1/2 hr. lunch)
  - Option 3 - 4 day week of 28 hours  
(8:30 a.m. - 4:30 p.m., 1 hr. lunch)Employees choosing Option 2 will receive 32 hours pay only.  
  
Employees choosing Option 3 will receive 28 hours pay only.  
  
Employees shall select the Monday or the Friday as the day not to be worked.
- (ix) Employees will have a choice of their work schedule during the summer work period specified. However, once a choice has been made and the new hours instituted, individual changes shall not be entertained.
- (x) For those employees who have elected to work a 4 day week, it is understood that payment of overtime premium (Article 19.01 (c) (v) will not apply until 8-3/4 hours per day or 35 straight time hours per week have been worked.
- (xi) Part-time employees shall work hours as scheduled by the Employer and shall receive overtime for all hours worked in excess of the regular day or week described in this Article.

(xii) Part-time employees shall be allowed to make application for additional temporary hours in other schools, and the Employer, where possible, will allow part-time employees to work additional hours. The additional hours, where granted, will not change the employee's status as a part-time employee.

19.02 The Employer will grant a 15 minute rest period during the a.m. working session and a like period during the p.m. working session.

**ARTICLE 20**      **VEHICLE ALLOWANCE**

20.01      (a) **For Educational Assistants:-**

Employees requested to use their own vehicles for business purposes will be reimbursed according to a rate as set by the Employer.

(b) **For Plant Department Employees (Custodial and Maintenance Personnel):-**

Where the Employer requires maintenance employees to carry tool boxes or heavy tools or equipment in their cars or trucks, a flat monthly rate of two hundred and fifty (\$250.00) dollars plus twenty-eight cents (26.0 cents) per kilometer, or such rate as is set by the Employer shall be paid, provided that such shall not be less than that in the Collective Agreement.

When an employee is absent due to illness or injury, the vehicle allowance will continue for the remainder of that month up to and including the 25th of that preceding month.

The Employer will begin to purchase vehicles at the rate of two (2) per year effective after final budget approval for 1990.

(c) **For Secretarial/Clerical/Technical Staff:-**

Employees requested to use their own vehicles for business purposes will be reimbursed according to a rate as set by the Employer.

The Assessment Revisor and the Micro-Computer Support Person shall receive a flat monthly vehicle allowance of \$150 plus the rate per kilometer as established by the Employer.

Where the Employer requires the Audio Visual Technician to carry tools, boxes or equipment in their cars or trucks, a flat rate of \$25.00 per month shall be paid plus 25 cents per kilometer or such rate as if set by the Employer, provided, however, that such rate shall not be less than that in the Collective Agreement.

**ARTICLE 21**

**VACATIONS**

21.01

(a) For Educational Assistants:-

- (i) Time off with pay during the Christmas and Winter Breaks shall be considered the two week vacation period for all employees with less than three (3) year's service.
- (ii) Employees who have completed three (3) year's service shall be paid six (6%) percent vacation pay.
- (iii) Employees who have completed eight (8) year's service shall be paid eight (8%) percent vacation pay.
- (iv) Employees who have completed seventeen (17) year's service shall be paid ten (10%) percent vacation pay.
- (v) Employees who have completed twenty-five (25) year's service shall be paid twelve (12%) percent vacation pay.

Any difference in vacation payment entitlement remaining to be paid employees according to the vacation schedule following the compensation received during the Christmas and Winter Breaks will be paid at the end of the school year.

(b) For plant Department Employees (Custodial and Maintenance Personnel) and (Secretarial/Clerical/Technical Staff):-

For vacation entitlement purposes, the vacation year is designated from September 1 to August 31.

- (i) Full-time employees with less than one (1) year's service by August 31, shall be allowed one (1) day for each complete month of service up to a maximum of ten (10) days with pay but, in any case, shall not receive less than that provided under The Employment Standards Act in their first year of employment
- (ii) A full-time employee who has completed three (3) years of employment shall be allowed three (3) weeks vacation with pay.
- (iii) A full-time employee who has completed eight (8) years of employment shall be allowed four (4) weeks vacation with pay.
- (iv) A full-time employee who has completed seventeen (17) years of employment shall be allowed five (5) weeks vacation with pay.
- (v) A full-time employee who has completed twenty-five (25) years of employment shall be allowed six (6) weeks vacation with pay.

21.02 A full-time employee entitled to three (3) weeks vacation may by mutual agreement, take one (1) weeks vacation at a time other than July, August, Christmas Break, Mid-term Winter Break, and no more than two (2) such employees shall take vacation at the same time.

21.03 In the case of employees hired prior to January 1 in any vacation year, it is the Employer's practice to allow such an employee to take vacation before the necessary qualifying period, in terms of service, has been served. Should the employee subsequently leave the Employer's service prior to completing such qualifying period, the employee shall refund to the Employer the difference between the vacation pay received and the amount to which the employee would have been entitled on a pro-rated basis at the date of termination of employment.

21.04 Should a holiday fall during an employee's vacation period, the employee shall be entitled, in lieu of such holiday, to an extra day's vacation with pay.

- 21.05
- (a) Those employees leaving the service of the Employer who are entitled to receive two (2) weeks vacation, will receive four (4%) percent of regular salary to date of termination in the current holiday year.
  - (b) Those employees leaving the service of the Employer who are entitled to receive three (3) weeks vacation, will receive six (6%) percent of regular salary to date of termination in the current holiday year.
  - (c) Those employees leaving the service of the Employer who are entitled to receive four (4) weeks vacation, will receive eight (8%) percent of regular salary to date of termination in the current holiday year.
  - (d) Those employees leaving the service of the Employer who are entitled to receive five (5) weeks vacation, will receive ten (10%) percent of regular salary to date of termination in the current holiday year.
  - (e) Those employees leaving the service of the Employer who are entitled to receive six (6) weeks vacation, will receive twelve (12%) percent of regular salary to date of termination in the current holiday year.
- 21.06
- Employees shall be entitled to vacation pay in advance of going on vacation provided the vacation has prior approval and they have notified the Employer of their request three (3) weeks prior to the commencement of their vacation.
- 21.07
- Permanent employees working less than a full-time regular work week shall have their vacation payment pro-rated accordingly.
- Employees transferring from a permanent position of less than full-time regular work week to full-time will have their service at less than thirty-five (35) hours per week pro-rated accordingly for future full-time vacation entitlement.
- 21.08
- (a) For Secretarial/Clerical/Technical Staff:-
- For elementary school employees working the then (10) month and three (3) week work year, the Employer, through the Director of Education, shall grant these employees time off for vacation purposes during Christmas and/or March Break.

- (b) For secondary school employees working the ten (10) month and three (3) week work year, the Employer, through the Director of Education, may grant these employees time off for vacation purposes during the Christmas Break subject to the condition that the workplace shall not be unduly affected by the granting of such leave and shall grant these employees time off for vacation purposes during the March Break.

21.09 Vacations shall be taken in the calendar year for which they are due.

An employee shall be allowed to carry one week of vacation only into the next calendar year with the understanding this will not occur on a continual basis.

**ARTICLE 22**

**HOLIDAYS**

22.01

- (a) **For Educational Assistants:-**

The work year is the school year and employees will be eligible to enjoy all statutory holidays that fall within.

- (b) **For Plant Department Employees (Custodial and Maintenance Personnel):-**

The following shall be considered holidays for the purpose of this agreement:

- \* Last working day preceding New Year's Day
- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- \* Thanksgiving Day
- Last working day preceding Christmas Day
- Christmas Day
- Boxing Day

Plus one additional day between Christmas and New Year's Day to be determined by the Employer upon mutual consultation prior to May 1st of each year;

And any other holiday declared by the Federal or Provincial Government.

Dominion Day and Civic Holiday will be given at the summer schedule hours if they are scheduled to be worked.

\*

These holidays shall be transferred to a mutually agreed date if classes are conducted on these dates.

(c) For Secretarial/Clerical/Technical Staff:-

The following shall be considered holidays for the purpose of this Agreement:

New Year's Day.	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Heritage Day (if
Civic Holiday	declared a National
	Holiday)

Last working day preceding Christmas Day, last working day preceding New Year's Day and one additional day (in lieu of Remembrance Day) between Christmas Day and New Year's Day to be determined by the Employer upon mutual consultation prior to May 1st of each year.

22.02 An employee shall suffer no loss of pay in respect of any holiday on which the employee is not required to work, provided that the employee shall have worked the last scheduled working day immediately preceding and the next scheduled working day immediately following the holiday. This shall not apply if the employee's absence on either or both days is by reason of illness or injury as supported by a physician's certificate, or an authorized leave of absence that commenced not earlier than the fifth day immediately preceding the holiday.

22.03 An employee required to work on a statutory holiday will be entitled to be paid the equivalent of a day's pay at the rate of double time over and above regular pay.

22.04 When any of the above holidays fall on a Saturday or Sunday, the Employer will substitute another day as the holiday for the purposes of this Agreement.

ARTICLE 23

LEAVE OF ABSENCE

- 23.01 The Employer may grant a leave of absence, with or without pay, to an employee required to be absent for personal reasons.
- 23.02 Leave of absence without pay shall be granted to duly elected delegates not exceeding four (4) in number from the respective Bargaining Committees of Local 218 (Educational Assistants, Plant Department Employees [Custodial and Maintenance Personnel] and Secretarial/Clerical/Technical Staff) for attendance at Union Conventions and Union Business meetings. Such leave shall not exceed a total of forty-five (45) person days in any one calendar year for each Bargaining Committee. The Employer will consider additional days upon request and-justification.
- 23.03
- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay and without loss of benefits or seniority, so that the employee may be a candidate in federal, provincial or municipal elections.
  - (b) An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the original term of office. This may be extended to a further term, at the discretion of the Employer.
  - (c) An employee who is elected or selected for a full-time position with the Union or any body with whom the Union has affiliations shall be granted a leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leaves shall be renewed once only upon request for a period of up to two (2) years. No more than two (2) employees will be granted a leave in any one year.
  - (d) An employee who elects to return to an educational institution on a full-time basis to upgrade the employee's education shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. No more than two (2) employees will be granted a leave in any one (1) year.
  - (e) All applications for Leave of absence shall be made in written form, and if granted, shall be granted in written form.



23.04 For Secretarial/Clerical/Technical Staff:-

- (a) The Employer shall grant leaves of absence for personal reasons without pay during the Christmas and/or Winter Break. Employees in secondary schools shall only be granted the leave of absence subject to the condition that the workplace shall not be unduly affected by the granting of such leave. In this event employees shall be given the leave on a rotating basis and only 50% of the employees shall be absent on leave at the same time.
- (b) The Employer may grant a leave of absence of up to five (5) working days without pay to an employee' required to be absent for personal reasons subject to the condition that the workplace shall not be unduly affected by the granting of such leave.

23.05 Bereavement/Compassionate Leave

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

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

23.06 Jury Duty

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

23.07 Pregnancy/Parental Leave

The intent of this section shall conform with the Employment Standards Act, 1990.

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

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

The Employer shall provide for employees on pregnancy or adoption leave a supplementary unemployment benefit plan which provides a payment of sixty (60%) percent of salary for the two-week waiting period. Such a plan shall be registered with and approved by Canada Employment and Immigration.

23.08 Adoption Leave

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

23.09 Paternity Leave

An employee shall be granted a leave of absence without deduction of salary of one (1) day related to the birth of his child, commencing from the day of admission of the mother for the birth of the child up to and including the day of discharge of the child from the hospital, and that such day is a working day. :

23.10 For Educational Assistants:-

The Employer shall grant a leave of absence to the employee to be absent for professional purposes approved by the Employer, including examinations and graduations above secondary school level.

ARTICLE 24 BULLETIN BOARDS

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

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

24.02 For Plant Department Employees (Custodial and Maintenance Personnel):-

There will be no other general distribution or posting by the Union of the employees of pamphlets, advertising or political matter, propaganda notices or literature of any kind on the Employer's property, other than as herein before provided.

ARTICLE 25      SICK LEAVE

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

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

(b) When a custodian notifies the Controller of Plant that the employee is unable to work because of illness, the Supervisor of Custodians will put a replacement in the school affected as quickly as possible, but in any event, not later than the second day of the regular employee's absence.

(c) The school secretary shall be replaced on the second day of illness.

25.02 Sick leave days, if unused, will accumulate to a maximum of two hundred and sixty (260) calendar days.

25.03 An employee with seniority shall be eligible for two (2) days' sick leave with pay for each completed calendar month of employment, following completion of the probationary period.

25.04 A retiring employee is one who ceases to be employed by the Employer and applies for and receives a retirement pension.

25.05 Sick leave which has accumulated to the credit of an employee and is unused at the termination of employment, will be cancelled, except in the case of:

(a) a Plant Department employee who retires or dies with not less than five (5) years of continuous service, in which case, either the employee or the estate in case of death will

receive fifty percent (50%) of the employee's sick leave standing to the employee's credit at the date of retirement or death.

Payment of 50% of the sick leave credit will not apply to employees hired after February 14, 1988.

- (b) a Secretarial/Clerical/Technical employee who retires or dies with not less than ten (10) years of continuous service in which case, either the employee or the estate in case of death will receive fifty percent (50%) of the employee's sick leave standing to the employee's credit at the date of retirement or death.

Payment of 50% of the sick leave credit will not apply to employees hired after February 14, 1988.

25.06

- (a) For Educational Assistants and Secretarial/Clerical/Technical Staff:-

If the employee is absent for three (3) days or more, a medical certificate shall be required certifying that the employee is unfit to perform the regular duties. In addition, the Employer shall have the right, if it considers it necessary, to have the employee medically examined by a physician of the Employer's choosing.

- (b) For Plant Department Employees (Custodial and Maintenance Personnel):-

When the Employer feels an employee is abusing the sick leave program, it reserves the right to request a medical certificate for each day absent due to sickness and such certification shall be provided by the employee immediately upon return to work.

25.07

Leave of absence without pay on the grounds of incapacity due to illness or injury, shall be granted to any employee who has no sick leave accumulated to the employee's credit.

25.08

Sick leave shall not accumulate in respect of any period during which an employee is absent from employment on account of lay-off or authorized leave of absence without full pay.

25.09

On or about December 31st in each year, an accounting of each employee's accumulated sick leave will be mailed to each employee, and a copy will be sent to the Secretary of the Local Union,

25.10 If an employee is prevented from performing the regular work with the Employer because of an occupational accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the Compensation Act, the Employer will supplement the award made by the Compensation Board for the loss of wages to the employee from the employee's sick leave credits by such an amount that the award of the Compensation Board for loss of wages, together with the supplementation of the Employer, will equal one hundred (100%) percent of the employee's regular wage after normal income tax deductions, considering the tax free status of Worker's Compensation income.

25.11 For Plant Department Employees (Custodial and Maintenance Personnel):-

Employees who are absent due to illness or accident shall maintain their positions and locations for up to a one-year (1) period following eligibility for Long-Term Disability and/or Workers' Compensation benefits. During this time the Employer shall fill the assignment with a temporary employee. In the event the absent employee does not return to work after this time frame, the position shall be posted as a vacancy.

**ARTICLE 26 CLOTHING AND/OR UNIFORMS**

26.01 For Educational Assistants and Secretarial/Clerical/Technical Staff:-

The Employer shall provide protective or special purpose clothing (smocks) where required.

26.02 For Plant Department Employees (Custodial and Maintenance Personnel):-

The Employer will provide the employees with uniforms on the following basis:

- (a) Effective from the date of hiring, the Employer will pay fifty (50%) percent of the cost of providing each male employee with two (2) pairs of pants and three (3) shirts, and each female employee with two (2) pairs of pants and three (3) tops. The Employer will supply two (2) extra pairs of pants to its Painting Personnel, and two (2) sets of coveralls for the Plumbers.

- (b) In each year the Employer shall offer employees the selection of uniforms on an optional package basis and shall pay the cost of same.
- (c) Jackets shall be made available to Custodians/Maintenance employees every third year of employment and shall be included in one of the optional packages. Jackets may be replaced on a more regular basis subject to proof of need and approval of the Controller of Plant.
- (d) All employees shall be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed in the approved uniform at all times when on duty.

26.03

For Plant Department Employees (Custodial and Maintenance Personnel):-

- (a) The Employer shall supply all portable power and large tools required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool or by proving that the tool was lost.
- (b) Each employee in Maintenance, upon completion of the probationary period, shall be entitled to an allowance of up to \$60.00 each twelve-month (12) period to assist in the purchase of approved safety shoes or boots. This amount will be reimbursed upon proof of purchase. Such approved safety footwear must be worn at all times.
- (c) Custodian employees, upon evidence of need and as approved by the Controller of Plant, will be entitled to the same allowance. Replacement of worn or damaged approved safety footwear prior to completion of the twelve-month (12) period shall require the approval of the Controller of Plant and such replacements shall be subject to another twelve-month (12) period limitation before the purchase of another pair.

ARTICLE 27

EMPLOYEE BENEFITS

27.01

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

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

27.02 Extended Health Care Plan

- a) Prescription Drugs - \$10/\$20 deductible
- b) Vision Care - maximum \$150/annum for dependent children; maximum \$150 every two (2) years for adults
- c) Private Hospital Coverage
- d) Hearing Aids - \$300 every three (3) years

27.03 Group Term Life Insurance

Group Term Life Insurance with Accidental Death and Dismemberment Benefits in the amount of \$45,000 or two (2) times annual salary, whichever is greater effective the first month after ratification.

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

27.04 Dental Care Plan

- a) Preventative - \$1,500/annum
- b) Restorative (Dentures) - \$1,000 every five (5) years
- c) Orthodontic - \$1,500/lifetime (dependent children only)

Each January the O.D.A. Fee Schedule shall be updated to the schedule of the preceding calendar year. The Dental Plan will be the same as provided for the elementary teachers.

27.05 Long-Term Disability Plan

The Employer will pay one hundred (100%) percent of the premium for a Long-Term Disability Plan with benefits at 73-2/3% of gross monthly salary to a maximum of \$2,500.

27.06 Dependent Life Insurance

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

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

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

27.08

Part-Time Benefits

For Educational Assistants:-

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

For Plant  
Maintenance Personnel):-

- a) Employees on staff as of February 14, 1988 will continue to receive full benefits. Employees hired after this date, the following shall apply:
- (1) Employees working 30 hours per week or more shall receive 100% full benefits.
  - (2) Employees working less than 30 hours per week shall receive 100% of O.H.I.P., Extended Health and Vision Care and L.T.D.
  - (3) Employees working less than 30 hours per week may participate in Group Insurance and Dental, but they must contribute 100% of premiums.

For Secretarial/Clerical/Technical Staff:-

Employees on staff prior to February 14, 1988 will continue to receive full benefits. Employees hired after this date, the following shall apply:

- (1) Employees working 25 hours per week or more shall receive 100% full benefits;
- (2) Employees working less than 25 hours per week shall receive 100% of O.H.I.P., Extended Health and Vision Care and L.T.D.
- (3) Employees working less than 25 hours per week may participate in Group Insurance and Dental but they must contribute 100% of premiums.



27.09

Early Retirees

Should the Education Act be amended to allow the payment of benefits for retirees, the parties agree that employees who retire early shall have 75% of the premiums for O.H.I.P., Extended Health including Vision Care and Dental paid by the Employer until the age of 65. A retiring employee under this provision is defined as one who has 10 years of service or more and who has reached the age of 55 and not taken up other employment.

This provision does not apply to Educational Assistant Employees.

27.10

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

(b) The Employer shall pay, on behalf of an employee while on Long-Term Disability, all premiums and contributions for all Employee Benefit Plans.

This clause applies only to Employee Benefit Plans which are in existence at this time.

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

(d) The benefit level and coverage outlined in Article 27 shall be maintained during the term of this Agreement. Should the Employer wish to change carriers during this term, they shall notify the Union in writing and discuss such change with the Union.

ARTICLE 28

TEMPORARY HELP

28.01

For Educational Assistants and Secretarial/Clerical/Technical Staff:-

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

28.02 For Educational Assistants:-

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

For Secretarial/Clerical/Technical Staff:-

The Employer shall not have bargaining unit employees' work done by unpaid volunteers.

**ARTICLE 29** **CONTRACTING OUT**

29.01 For Plant Department Employees (Custodial and Maintenance Personnel) :-

Persona who are not in the Bargaining Unit shall not perform any work which is normally done by employees in the Bargaining Unit, except for those referred to in Article 2, sub-section 2:01 and except in cases of emergency.

**ARTICLE 30** **RETIREMENT**

All employees covered by this Agreement shall retire no later than the last day of the month in which the employee attains the age of sixty-five (65) or on June 30th next, following the employee's sixty-fifth (65th) birthday, whichever the employee so elects. Notwithstanding the above, the employee, upon request, may be granted a one (1) year's extension of employment, provided the employee submits medical proof of ability to perform the normal requirements of the job. The examining physician shall be chosen by mutual agreement by the Employer and the employee.

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

**ARTICLE 31** **EMPLOYMENT OF HANDICAPPED**

For Educational Assistants:-

In the event that the Employer wishes to employ a person who has a disability that constitutes a handicap (as defined in Section 9 (b) of the Human Rights Code) in the performance of any work to be done by such person or employee for the Employer, the Employer may, with the consent of the Local Union and the person or employee concerned or the parent or guardian thereof, enter into an



arrangement which provides for a wage rate, benefits and/or hours of work less than those provided in this Agreement. Where authorization from the Director of Employment Standards is required for such purpose, the Employer shall make application thereof.

ARTICLE 32

SUPERVISION AND YARD DUTIES

32.01

For Educational Assistants:-

Educational Assistants will share equally in the supervision of the school as assigned by the principal.

ARTICLE 33

SUPPLY TEACHER COVERAGE

33.01

For Educational Assistants:-

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

ARTICLE 34

RETROACTIVITY

This Agreement shall be retroactive with respect only to wages.

ARTICLE 35

DURATION OF AGREEMENT.

This Agreement shall come into effect from the date of signing thereof and shall remain in effect until March 31, 1996, and will continue in force from year to year thereafter, unless written notice shall have been given by either party to the other not more than six (6) months prior to the termination date, or the anniversary date of any subsequent annual extension, that it is desired to terminate or amend the Agreement.

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

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

Executed by the duly authorized representatives of the parties this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

FOR THE DURHAM REGION ROMAN  
CATHOLIC SEPARATE SCHOOL BOARD

FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 218

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SCHEDULE A"

SALARIES AND ADDITIONAL ALLOWANCE

SAURY SCHEDULE - EDUCATIONAL ASSISTANTS

B A N D 5

<u>Steps</u>	<u>Effective Jan. 1, 1993</u>		<u>Effective Sept. 1, 1994</u> <u>(new employees only)</u>
0	\$15.17	<u>Year</u>	
1	15.80	1	\$15.51
2	16.48	2	16.33
3	17.19	3	17.19

Additional Allowance

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

In order for the employee to be eligible to receive reimbursement, the employee shall apply in writing and provide details of the cost and a course outline to the immediate supervisor. If approved by the immediate supervisor, the request shall be forwarded to the Associate Director in Charge of Business Affairs for Employer approval.

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

SCHEDULE "A"

PLANT DEPARTMENT EMPLOYEES  
(CUSTODIAL AND MAINTENANCE PERSONNEL)

<u>GRADE</u>	<u>BAND</u>	<u>CLASSIFICATION</u>	<u>EFFECTIVE JAN. 1/93</u>
300-349	Band 3	Custodian	\$15.88
		Maintenance Coordinator	19.37
350-399	Band 4	Painter	17.19
450-499	Band 6	Chief Custodian	17.36
		Electrician	17.36
450-499	Band 6	All Purpose Person	17.62
450-499	Band 6	Plumber	18.58
550-599	Band 8	Heating & Plumbing Coordinator	19.96
		Students	11.72

Rates during the probationary period, in all categories, shall be 60 cents per hour less.

Note: Where the Employer designates a Group Leader, such employee shall receive a premium of 50 cents per hour while so acting.

Once negotiations begin after the Social Contract, the seat of Band 4 and Band 6 not dealt with in this Collective Agreement will be adjusted so that the midway point between the band above and the band below will be reached.

Cost of Living Allowance \*

The hourly rates in Schedule "A" of this Agreement shall be increased by one cent per hour for every 0.5 increase in the All Canada C.P.I. (1971 Index) as published by Statistics Canada. The base for calculation shall be the Index for the month of September 1981. Adjustments shall be made on January 18, April 19, July 19 and October 18, 1982; and January 17, April 18 and July 18, 1983.

Cost of Living Allowance will be paid on all hours paid for, including holidays, vacations, sick leave and overtime, but is not to be included in the calculation for benefits under Article 24.01 which are based on rates of pay.

\* The Cost of Living Allowance referred to in Schedule "A" has already been incorporated into the rates effective October 1, 1983 and the COLA amount created by the cost of living referred to above was 71.4 cents. This clause will not operate during the two-year extension of this Agreement.

**SCHEDULE "B" - PLANT DEPARTMENT EMPLOYEES**

LOCATION	SCHOOL	RELOCAT	PORT	TOTAL	MAN/C
Administration	19,625			19,625	14
Plant Dept.	13,810			13,810	a
Gifford Street	19,998			19,998	12
Canadian Martyrs	13,429			13,429	7.6
Corpus Christi	32,136		1	33,096	16
Denis O'Connor	74,706		6	80,421	38.5
Father Leo Austin	148,000		13	160,400	78
Father Mahoney	22,791		4	26,603	13
Father Venini	33,855			33,855	18
Holy Cross	28,036			28,036	16
Holy Family	2,550		6	8,310	6
Holy Redeemer	34,843			34,843	16
Immaculate Concep.	23,466	1@ 1,940	7	31,166	17
John XXIII	34,306		2	36,226	19
Msgr. P. Coffey	28,646		1	29,606	15.6
Msgr. J. Pereyma	77,868		2	76,131	38
Notre Dame	28,407		2	30,327	16
Our Lady of the Bay	18,854	5,854+3,366	2	29,994	16
Paul Dwyer	71,474		26	116,434	56
with addition	131,646				
St. Anthony Daniel	36,383	5,616	12	53,519	27
St. Bernadette	50,475		3	53,369	27
St. Bernard	48,940	5,616	2	45,150	27
St. Catherine Siena	34,974	3,700	4	42,514	23
St. Christopher	29,795		4	33,635	18
St. Frances de Sales	30,385			30,385	16
St. Gertrude	13,452			13,452	7.6
St. Gregory	18,578			18,578	11
St. Hedwig	12,282			12,282	7.6
St. Isaac Jogues	39,583		4	43,243	22
St. James	31,545	5,821	2	39,286	21
St. Johns	30,769			30,769	16
St. Joseph Osh.	30,115		4	33,985	17
St. Joseph Oxb.	33,531			37,371	19
St. Jude	34,392	5,616	6	45,768	23
St. Leo	5,218		2	7,138	4
St. M. Bourgeois	34,340	2@ 1,940	5	41,080	22
St. M. d'Youville	42,099		1	43,059	22
St. Mary	102,000		14	115,440	55
St. Matthew	41,916		2	43,836	22
St. Michael	35,843			35,843	19
St. Monica	35,931		13	48,411	26
St. Paul	33,690	3,880		37,570	19
St. Patrick	44,137			44,137	23
St. Theresa	38,790		4	42,630	23
St. Thomas Aquinas	29,459			29,459	15
Sir Albert Love	25,641		4	29,481	15
St. Hark	40,529			40,529	21

**SCHEDULE 3 - PLANT DEPARTMENT EMPLOYEES (**

1. Square footage is used to determine the number of hours allocated for each location as follows:
  - (a) In schools of 12,600 to 16,800 square feet, one 8 hour person shall be designated.
  - (b) ~~Increases/decreases~~ shall be in increments of 1 hour at 2,100 square feet intervals above 13,650 square feet,
  - (c) Decreases shall be in increments of 1 hour at 1,500 square feet intervals below 13,000 square feet.
  - (d) Square footage of portables will be increased by 25%.
  
2. Student enrolment shall be considered in determining personnel requirements.



SCHEDULE "A"

SECRETARIAL/CLERICAL/TECHNICAL STAFF

EFFECTIVE JANUARY 1, 1993

GRADE	BAND	JOB CLASS	YEAR 1	YEAR 2	YEAR 3
200-249	1	Junior Clerk Junior Clerk, Student Services Supply Teacher Placement Clerk	\$13.31 \$24,223	\$13.94 \$25,371	\$14.62 \$26,603
250-299	2	Data Entry Clerk H.S. Secretary (.5) Receptionist Junior Clerk H.S.	\$13.73 \$24,992	\$14.37 \$26,146	\$15.04 \$27,372
300-349	3	Elementary Secretary (.5) Audio Visual Department Secretary Community Use of Schools Secretary Assistant Printer freedom Of Information Clerk	\$14.34 \$26,091	\$15.10 \$27,482	\$15.88 \$28,910
350-399	4	H.S. Attendance Secretary Payroll Clerk Secretary to Controller of Planning Secretary to Computer Services Accounts Clerk. Secretary to Purchasing Supervisor	\$14.48 \$26,347	\$15.25 \$27,757	\$16.05 \$29,203
400-449	5	Assessment Clerk Budget Control Clerk Guidance Secretary Transportation Secretary H.S. Financial Secretary Secretary to Executive Assistant Senior Accounts Clerk	\$15.51 \$28,233	\$16.33 \$29,716	\$17.19 \$31,290
450-499	6	Plant Secretary High School Secretary (2) Elementary Secretary (1½) Elementary Secretary (1) Transportation Assistant Secretary to Controller of Plant Audio Visual Technician Secretary Continuing Education	\$15.66 \$28,507	\$16.49 \$30,009	\$17.36 \$31,602
500-549	7	H.S. Head Secretary Micro Computer Support Printer	\$17.14 \$31,199	\$18.04 \$32,828	\$18.98 \$34,549
550-599	8	Assistant Planner Assessment Revisor	\$18.20 \$33,121	\$18.98 \$34,549	\$19.96 \$36,325

Once negotiations begin after the Social Contract, the rest of Band 4 and Band 6 not dealt with in this Collective Agreement will be adjusted so that the midway point between the band above and the band below will be reached.

**LETTER OF UNDERSTANDING NO. 1**

**Re: Plumber Category**

Durham Region Roman Catholic Separate School Board and Canadian Union of Public Employees and its Local 218, agree to the following conditions relating to the new employment category - Plumber:

- (a) Article 25 - Contracting Out - section 25.01 will not apply to this position.
- (b) The Employer agrees to maintain this position as a full-time position and will not reduce the regular working hours through contracting out of work.
- (c) The Union agrees that plumbing requirements of the Employer will, from time to time, necessitate the contracting out of excess plumbing work and will co-operate with outside plumbers.

DATED at Oshawa this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_.

**FOR THE DURHAM REGION ROMAN  
CATHOLIC SEPARATE SCHOOL BOARD**

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 218**

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NOTES TO PAY SCHEDULES'

For Secretarial /Clerical/Technical Staff:-

Note 1 All newly appointed employees will start at the minimum salary of the band to which they are assigned or at such greater rate as the Employer may decide is commensurate with the employee's ability and experience.

Note 2 An employee promoted from one band to another shall be placed in the new band which represents an increase. In no event shall an employee receive a reduction of pay as a result of a promotion.

Employees transferring to positions in a lower band shall not be paid at pay rates exceeding the Year 2 level.

Employees transferring laterally in the same band shall not be paid at pay rates exceeding the Year 2 level.

(The only exceptions being when an employee who has previously performed this responsibility with the Employer and/or when a 1.0 elementary school secretary changes to 0.5 in an elementary school.)

Nota 3 The Employer will reimburse tuition costs to employees who are required by the Employer to take job related courses.

Nota 4 A program is to be in place commencing April 1990 to provide ongoing equipment/software training to all secretaries, such training to include DBase.

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