



SOURCE	B. J.
EFL	97/05/20
ISAA	09/03/51
No. OF EMPLOYEES	140
NOMBRE D'EMPLOYES	140

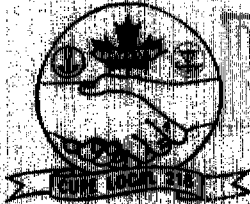
COLLECTIVE AGREEMENT

between

**THE DURHAM REGION ROMAN CATHOLIC
SEPARATE SCHOOL BOARD**
(hereinafter called the "Employer")

- and -

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



RECEIVED
JAN 30 1996

April 1, 1996 until March 31, 1999

10702501

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>SUBJECT MATTER</u>	<u>PAGE NO.</u>
1	Purpose	1
2	Recognition	1
3	Management Function	2
4	Union Responsibility	3
5	No Discrimination	3
ti	Check-off	3
7	Acquainting New Employees	4
8	Correspondence and Communications	4
9	Liability Insurance	5
10	Union Representation	5
11	No Strike or Lock-out	6
12	Seniority	7
13	Lay-offs and Recalls	9
14	Job Postings and Transfers	10
15	Grievance Procedure	13
16	Arbitration	16
17	First-Aid Kits	17
18	wages	17
19	Hours of Work and Overtime	18
20	Vehicle Allowance	19
21	Vacations	19
22	Holidays	20
23	Leave of Absence	20
24	Bulletin Boards	24
25	Sick Leave	24
26	Quarantine	26
27	Clothing and/or Uniforms	26
28	Employee Benefits	26
29	Temporary Help	29
30	Retirement	30
31	Employment of Handicapped	30
32	Supervision and Yard Duties	30
33	Supply Teacher Coverage	31
34	Retroactivity	31
35	Duration of Agreement	31
	Signatures	32
	Schedule "A"	33

ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITION

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

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

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

ARTICLE 3 MANAGEMENT FUNCTION

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

- (a) Maintain efficiency, order **and** discipline:
- (b) Hire, retire, discharge, **direct**, classify, establish new positions, transfer, promote, **demote**, lay-off **and** suspend or **otherwise** discipline **employees provided that a** claim by **an** employee with **seniority** that **the** employee has been the subject of **a** discriminatory promotion, demotion or transfer, **or a** claim that **the employee has been** discharged or disciplined **without** reasonable cause **may be made** the subject of **a** grievance **and** dealt with **as** hereinafter provided: **and**
- (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~~, age, creed, ancestry, ethnic origin, marital ~~status~~, family ~~status~~, handicap, political affiliation or religious affiliation.

ARTICLE 6 CHECK-OFF

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

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 CORRESPONDENCE AND COMMUNICATIONS

- 8.01 (a) All correspondence **between the parties hereto** arising out of **this Agreement or incidental** thereto shall **pass to and from** the 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.

- 8.01 (b) A copy of the W.C.B. accident report which involves lost time and/or serious injury shall be sent to the Chairperson. The respective member shall be sent a copy of the "Form 7", that the Board's Health and Safety Representative fills out on behalf of the Board regarding the employee, within five (5) working days of the accident.
- 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 shall attend at meetings with management representatives. The Local

- 10.01 Union President ~~or designate~~ shall be allowed to attend all meetings.
- 10.02 The Union agrees to supply the Employer with the names ~~of the~~ committee members, and will keep such list up-to-date at all times.
- 10.03 The Union **shall** have the **right** at **any** time to have **the** assistance of **a** representative of **the** Canadian Union of Public Employees when negotiating with the Employer.
- 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. **The** Employer **shall** notify the Chairperson of **a** meeting **prior** to any disciplinary action whenever possible.

ARTICLE 11 NO STRIKE OR LOCK-OUT

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

ARTICLE 12 SENIORITY

- 12.01** A new employee will be placed on probation for a period of three (3) months during which time the employee will be subject to the terms of **this** Agreement, except for **the** right to grieve discharge in the three (3) months' probationary period. The **probationary** period **may be extended by** mutual agreement if the Employer notifies the Union of the intended extension before the **end** of the original probationary period.
- 12.02** Seniority is defined **as** the length **of** service in the bargaining unit and shall include service with the Employer prior to **the** certification or recognition of the Union. Seniority **shall** operate on a bargaining unit wide **basis**.
- 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 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; **and**
 - (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.

ARTICLE 13 LAY-OFFS AND RECALLS

13.01 In the event of **a** reduction or lay-off of an Educational **Assistant** in a school, the reduction and/or lay-off shall be according to seniority, providing the remaining employee **meets** the qualifications as set forth in the **job** description and is physically able to perform the position **required**. A **surplus** Educational Assistant, due **to** redundancies in school, shall be given preference according **to** seniority to fill posted **jobs**. **In** the event there are no existing vacancies, the employee shall be permitted **to** displace as per Article 13.02 (b) (ii).

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

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

(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;

- 13.02 (b) (iii) If no vacancy **exists, the redundant Educational Assistant** may **choose** to exercise **seniority by** displacing an employee having less seniority **providing the** employee is capable and qualified to perform the **work** required.
- (iv) **In all circumstances** when it **becomes** necessary to reduce, **recall and** place employees according to seniority. **the** welfare of the students **shall be** given proper consideration.
- 13.03 **No new employees shall be** hired until all employees **with seniority** have been given **an opportunity** of recall.
- 13.04 Grievances **concerning lay-offs** shall **be** initiated **at Step 3 of** the Grievance Procedure.
- 13.05 The Employer **agrees to continue** to **pay** the percentages of premiums for **the benefit** plans **as** outlined **In Article 28** for **employees** laid **off** for **periods** of **three (3)** months or less.
- 13.06 **In the event of a** longer lay-off, **employees so** affected shall **have the right** to continue **those coverages through** direct **payment to the Employer** subject to limitations laid down by **the carrier of the plan.**

ARTICLE 14 JOB POSTINGS AND TRANSFERS

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

14.01

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

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

All positions that were filled **after** June 30th of the previous year shall be subject to two (2) sets of postings (**the** original **and** the one resulting **vacancy**) **on** 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.

- 14.01 (a) 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.

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

14.01 (b) Transfers

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

1. The welfare of the students shall be given proper consideration when transferring Educational Assistants;
2. The Educational Assistant requesting the transfer is physically able to handle the responsibilities of the position; and

- 14.01 (b) 3. When the factors listed in 1. and 2. are **met** between two **(2)** or more candidates, seniority shall **govern.**"
- (c) Educational Assistants are assigned to the school by the Superintendent of **Human Resources** through input from **the** Family of Schools Superintendent. Educational Assistants shall be under the direction, supervision **and** evaluation of the principal of the **school.**
- 14.02 **Any** employee who has given good and faithful service **to** the Employer and **who** has become unable to do the **customary work** will be given consideration for **any work** available and within the employee's capabilities.
- 14.03 The Union shall be notified of all hirings, lay-offs, permanent transfers, promotions **and** terminations **of** employment.
- 14.04 The Employer agrees **to** post courtesy **job** postings for newly-created permanent positions which are not covered **by this** Agreement prior to advertising outside the Employer. The Union agrees that the selection of the successful applicant shall be at the sole discretion of **the** Employer and is not subject to this Agreement **or** to arbitration.

ARTICLE 15 GRIEVANCE PROCEDURE

15.01 Regular Employee Grievance

In the event that **an** employee **has** a grievance with **respect** to the **interpretation**, application, administration or **alleged** violation of **this** Agreement **by** the Employer, the employee shall first attempt to resolve the dispute **verhally** with the **immediate supervisor/principal.** **In**

15.01

a Union representative, and the principal may be assisted by the Manager of Human Resources or designate. 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.

Step 2

In the event that the grievance is not settled to the satisfaction of the griever, the matter will be taken up within 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 griever, 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

15.01 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 five (5) 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 ARBITRATION

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

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

ARTICLE 17 FIRST-AID KITS

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

ARTICLE 18 WAGES

- 18.01 Wage rates are set forth in Schedule "A" annexed which is hereby declared to form part of this Agreement.
- 18.02 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 **An** Educational Assistant's pay shall be calculated on the basis of the employee's hourly rate multiplied by the number of hours actually worked at straight time rates.
- 18.04 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.

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

ARTICLE 19 HOURS OF WORK AND OVERTIME

- 19.01 The normal work 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 *begin* as of the first teaching day in the school year and shall end as of the last teaching day in the school year. In the event the first or last day(s) is a professional activity day, the Educational Assistant must be in attendance in order to be paid for that day(s).

- (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.

19.01 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 or Superintendent of Human Resources.

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

19.02 The Employer will grant a fifteen (15) minute rest period **during** the a.m. and a like period during the p.m.

ARTICLE 20 VEHICLE ALLOWANCE

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

ARTICLE 21 VACATIONS

- 21.01
- (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.

- 21.01 (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**.

ARTICLE 22 HOLIDAYS

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

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 **m o n s** .
- 23.02 **Leave of absence with pay shall be** granted **to** duly elected delegates **not exceeding** four (4) in number **from** **the Bargaining Committee of Local 218** for attendance **at Union** Conventions **and Union** Business meetings. **Such** leave shall not exceed **a** total of forty-five **(45)** person **days** in **any** one (1) calendar year **for the** 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,

23.03

- (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.
- (9) The Chairperson of the Committee shall be allowed one (1) day off per month without pay to attend to Union business, subject to the condition that the workplace is not unduly affected by the absence and proper written notice is given.

23.04 Bereavement/Compassionate Leave

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 with or without pay may be allowed at the discretion of the Director.

In the event that bereavement/illness occurs during an employee's vacation period, the employee shall be granted equivalent eligible days off at the time mutually agreed to by the employee and the Board.

Time off for illness shall be supported by a doctor's note. Time off for bereavement must be supported by a copy of the death notice. These days must be taken within one (1) calendar year.

23.05 Jury Duty

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

23.06 Pregnancy/Parental Leave

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

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

23.06

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

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.

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

23.07

Adoption Leave

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

23.08

Paternity Leave

An employee **shall be granted** a leave **of** absence **of** two (2) days, without deduction of salary, 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.

23.09 The Employer shall grant a leave of absence to the employee to **be absent for** professional purposes approved by **the Employer**, including **eminations 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.

ARTICLE 25 SICK LEAVE

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

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

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** If the employee is absent for three (3) consecutive working **days** or more, **a** medical certificate may be required **certifying** that the employee is unfit to perform the regular **duties**. In addition, the Employer may have the right, if it considers it necessary, to have the employee **medically examined** by a physician **of** the Employer's choosing.
- 25.06** Leave of absence without pay on the grounds of incapacity due **to** illness or injury, shall be granted **to any** employee who **has** no sick leave accumulated to the employee's credit.
- 25.07** Sick leave **shall** not accumulate in respect of any period during which **an** employee **is** absent from employment on account **of** lay-off **or** authorized leave **of** absence without **full** pay.
- 25.08** On or about **December 31st** in each year, **an** accounting of each employee's accumulated sick leave will be **mailed** to each employee, **and** a copy will be sent to the Secretary of the **Local** Union.
- 25.09** if **an** employee is prevented **from** performing the regular work with the Employer because of **an** occupational accident that **is** recognized by the 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**

25.09 Compensation income.

ARTICLE 26 QUARANTINE

26.01 *An employee shall be entitled to salary notwithstanding absence from duty where, because of exposure to communicable disease, are quarantined or otherwise prevented by the order of the Medical Office of Health/Doctor from attending. These absences shall include being exposed to and infected by pediculosis (head lice). The time absent shall be charged as sick leave.*

ARTICLE 27 CLOTHING AND/OR UNIFORMS

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

ARTICLE 28 EMPLOYEE BENEFITS

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

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

28.02 **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

28.03 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.**

28.04 Flexident 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.**

28.05 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.**

28.06 Dependent Life Insurance

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

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

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

28.08 Part-Time Benefits

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

28.09 Early Retirees

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

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

- 28.10
- (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.

- 28.10 (b) 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 28** shall be **maintained** during the term of **this Agreement**. Should **the** Employer wish to change carriers during **this** term, **they** shall notify the Union in writing **and** discuss such change **with** the Union.

ARTICLE 29 TEMPORARY HELP

- 29.01 **The** Employer ~~agrees~~ that **no** regular employee shall be replaced on a permanent basis by any non-bargaining unit person. **This** will not prohibit the **Board** from hiring temporary persons **to** cover leaves of absence, sickness ~~or~~ peak load conditions.
- 29.02 (i) **The** Employer shall not have bargaining unit employees' **work** done by **anyone** outside the bargaining unit **unless** in case of emergency.
- (ii) Volunteers **may** be used to enhance the services provided **by the** Board but they shall not **be** used **to** replace or reduce the hours of work **of** a bargaining unit employee.

ARTICLE 30 RETIREMENT

30.01 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

31.01 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 Educational Assistants will share equally, with the teaching staff, in the supervision of the school as

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

ARTICLE 33 SUPPLY TEACHER COVERAGE

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

ARTICLE 34 RETROACTIVITY

- 34.01 This Agreement shall be retroactive with respect only to wages.

ARTICLE 35 DURATION OF AGREEMENT

- 35.01 This Agreement shall come into effect from the date of signing thereof and shall remain in effect until March 31, 1999, and will continue to be in force from year to year thereafter, unless written notice shall have been given by either party to the other not more than six (6) months prior to the termination date, or the anniversary date of any subsequent annual extension, that it is desired to terminate or amend the Agreement.

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

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

Executed by the duly authorized representatives of the parties this
20th day of May, 1997.

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

Joe Coffey
Clairie Regault
Jarvis Oldman
John Brown
Allan Jeffers

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

Thomas
Robert
Gregory
Robert
...

SCHEDULE "A"

SALARIES AND ADDITIONAL ALLOWANCE

BAND 5

<u>Steps</u>	<u>Effective September 1, 1997</u>	<u>Effective September 1, 1998</u>
1	15.66	15.76
2	16.48	16.58
3	17.34	17.44

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 Superintendent of Education - Business for Employer approval.

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

35