

SOURCE	Company		
EFF.	96	04	01
TERM.	98	12	31
No. OF EMPLOYEES	160		
NOMBRE D'EMPLOYÉS	CB.		

COLLECTIVE AGREEMENT

between

**THE STORMONT, DUNDAS AND GLENGARRY COUNTY
ROMAN CATHOLIC SEPARATE SCHOOL BOARD**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 1834**

APRIL 1,



1996 - DECEMBER



31, 1998

11301 (01)

THIS AGREEMENT MADE ON THE _____ DAY OF _____ 1997

BETWEEN

THE STORMONT, DUNDAS AND GLENGARRY COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD HEREINAFTER CALLED THE EMPLOYER, PARTY OF THE FIRST PART.

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1834 HEREINAFTER CALLED THE UNION, PARTY OF THE SECOND PART.

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It is the desire of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operations and good service to the public.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit.
- 5) To meet the goals and objectives of the Board.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights:

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of this Agreement. The question of whether any of these rights are limited by the Agreement may be decided through the grievance procedure.

1.02 Not discriminatory:

In exercising its rights, the Employer shall not discriminate or harass against any of its employees because of age, race, creed, colour, ancestry or place of origin, sex, marital status, political affiliation, place of residence, membership or activity in the Union or any other reason outlined in the Ontario Human Rights Code.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit:

The Employer recognizes the Canadian Union of Public Employees and its Local 1834, as the sole and exclusive bargaining agent for all of its office, clerical and technical employees, save and except Managers, persons above the rank of Manager, Chief Accountant, confidential secretaries, students, and persons covered by a subsisting collective agreement and hereby, consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.02 Definition of Student:

Students shall mean and include persons who:

- a) Are employed during the school vacation period, regularly enrolled on a full-time basis in a recognized educational institution and intending to return to school at the conclusion of the school vacation period.
- b) Are not employed but are regularly enrolled in an Alternative School Program, a Co-operative Education Program or any professional or technical program at Community College or University level, provided they are not utilized to decrease the present complement of unit

members and further that they be only utilized when unit members are present.

- c) The school vacation period shall mean the period between May 1st and September 30th and the Christmas and winter break of any year.

2.03 No Other Agreement:

The Union is hereby established as the sole collective bargaining agency for all employees as set out in Article 2.01 hereof. The Employer undertakes that it will not enter into any other Agreement or contract with employees represented by the Union either individually or collectively, which will conflict with any of the provisions of this Agreement, or the terms of certification of the Union.

2.04 Work of the Bargaining Unit:

Volunteers shall not perform duties normally performed by a member of the bargaining unit. They will not be utilized so as to decrease the present complement of unit members and their utilization will not expand beyond the practice established as at December 31, 1986.

ARTICLE 3 - ALL EMPLOYEES TO BE MEMBERS

3.01 All Employees to be Members:

All employees covered by this Agreement may become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) calendar days of employment with the Employer.

3.02 Check-Off:

All employees covered by this Agreement shall pay Union dues. Such dues, the amount of which shall be established by the Union, are to be deducted from the employee's first pay cheque and forwarded to the Secretary-Treasurer of the Local Union not later than the 15th day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made.

3.03 Union Dues Receipts:

The Employer will insert Union dues on the T4 slip of each employee.

ARTICLE 4 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

4.01 Employer and Union Acquaint New Employees:

The Employer and the Union agree to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in the Agreement including benefit plans and other relevant documents, at a time agreed to by the Director of Human Resources or his or her designate and the President of the Union or his or her designate.

ARTICLE 5 - LABOUR MANAGEMENT COOPERATION COMMITTEE

5.01 Establishment of Committee:

A Labour Management Cooperation Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties.

5.02 Meetings of the Committee:

The Committee shall meet whenever necessary at the call of either party, at a time mutually agreed upon by both parties. Employees shall not suffer any loss of pay for time spent with this Committee.

5.03 Function of Committee:

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticism of all activities so that better relations shall exist between the Employer and the employee.
- 2) Improving and extending services to the Employer and to the public.
- 3) Reviewing suggestions from employees, questions of working conditions and service, but not grievances.
- 4) Correcting conditions causing grievances and misunderstandings.
- 5) The Employer shall answer in writing within one month of the next Board meeting all questions or suggestions referred to the Board by the Labour Management Committee.

5.04 Chairperson and Minutes of Meeting:

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union, the C.U.P.E. representative and the Employer shall each receive two (2) signed copies of the minutes within ten (10) days following the meeting.

ARTICLE 6 - LABOUR MANAGEMENT RELATIONS

6.01 Representative:

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers and members of the Committee. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

6.02 Bargaining Committee:

A Bargaining Committee shall be appointed and consist of five (5) members of the Employer, as appointees of the Employer, and not more than five (5) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee. The Employer will also advise the Union of the Employer's nominees to the Committee.

The Union may have the assistance of the National Representative, and the Employer may have the assistance of one additional member to the Bargaining Committee. A limited number of observers from either party may attend.

6.03 Function of Bargaining Committee:

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, etc., shall be referred to the Bargaining Committee for discussion and settlement. It is clearly understood that the function of the Bargaining Committee shall not supersede the function of the grievance procedure established herein.

6.04 Representative(s) of Canadian Union of Public Employees:

The Union shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Upon notification to the Employer, such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

6.05 Time Off for Meeting:

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

6.06 Technical Information:

The Employer shall make available to the Union, on request, relevant information required by the Union for collective bargaining purposes.

6.07 Education on the Job:

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employees' lunch period or following the regular working day providing proper authorization has been obtained.

ARTICLE 7 - MINUTES OF THE BOARD**7.01 Screened Minutes:**

A copy of the screened minutes of the Board meetings shall be forwarded to the Recording Secretary of the Local Union.

7.02 Copies of Resolutions:

Copies of all resolutions and rules and regulations adopted by the Board which affect the employees within this bargaining unit, shall be forwarded to the Union.

ARTICLE 8 - NO STRIKE OR LOCKOUT

The Union undertakes that it shall not cause, direct or consent to any strike or other collective action on the part of the employees represented by the Union during the term of this Agreement and that if such action should be taken by the employees, the Union shall instruct the said employees to return to work and perform their usual duties and to resort to the grievance procedure established herein, for the settlement of any complaint or grievance. The Employer agrees that it shall not cause or direct any lockout of its employees during the term of this Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

Preamble:

In order to provide for the prompt and orderly settlement of grievances, it is agreed by the parties hereto that all grievances shall be processed in accordance with the following procedure.

9.01 Election of Stewards:

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect five (5) Stewards, whose duties shall be to assist employees that the Steward represents, in preparing and in presenting grievances in accordance with the procedure.

9.02 Names of Stewards:

The Union shall notify the Employer, in writing, of the names of all stewards and the departments they represent.

9.03 Grievance Committee:

The Stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen. The said committee shall comprise of not more than six (6) members, including the National Representative.

9.04 Permission to Leave Work:

It is understood that no Steward shall leave his or her work without obtaining the permission of his or her supervisor. Said permission to be granted as soon as possible and in no case, to be delayed for more than four (4) hours.

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting solutions as provided in this Article.

The Union understands and agrees that Stewards and Executive members are employed to perform full-time work for the Employer and that they will not leave their work during hours except to perform their duties under this Agreement.

In order for the Stewards and/or the Executive members to prepare for a grievance and/or the investigation of a grievance, the Director of Human Resources or his or her designate shall advise the immediate supervisor(s) concerned of the Stewards' and/or the Executive members' absence.

9.05 Definition of Grievance:

A grievance shall be defined as any difference or dispute under this Agreement between the Employer and any employee(s) of the Union.

9.06 Settling Grievance:

Any grievance that is not submitted to Step 1 of these procedures within twenty (20) working days of its occurrence will not be considered by the Union or the Employer.

STEP 1

- a) The grievant shall submit the grievance to his or her Steward, stating the particulars and redress sought. The grievant, accompanied by the Steward, shall first seek to settle the dispute with the School Principal, the Department Head or the Superintendent concerned, as the case may be, within ten (10) working days of the occurrence of the event giving rise to the grievance or within ten (10) working days of when the employee should reasonably have had knowledge of it.
- b) The School Principal, the Department Head or the Superintendent concerned, as the case may be, shall reply in writing within fifteen (15) working days.
- c) If the reply is unsatisfactory, or if there is no reply, then within ten (10) working days, the grievance may be processed to Step 2.

STEP 2

The Union Steward may submit to the Director of Human Resources or his or her designate a written statement of the particulars of the complaint and the redress sought. The Director of Human Resources or his or her designate shall render a decision within seven (7) working days after receipt of such notice.

STEP 3

The Union Grievance Committee, which may be accompanied by the Union representative, shall refer the employee grievance, in writing, to a committee consisting of members of Administration and of the Board. This committee shall meet with the Union Grievance Committee within ten (10) working days of receipt of the grievance at Step 3. This committee shall submit its recommendations to the Board subsequent to the date of the hearing, and the decision of the Board will be rendered within ten (10) working days. If the decision of the Board is not satisfactory, or if there is no reply, then within fifteen (15) working days, the grievance may be processed to arbitration.

9.07 Policy Grievance:

- a) Where a dispute involving a question of general application or interpretation occurs, Step 1 and 2 of this Article may be bypassed.

- b) Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.
- c) The Union shall have the right to file grievances on behalf of any employee, following the procedure established in Article 9, Grievance Procedure.

9.08 Replies in Writing:

All grievances and replies thereto, shall be in writing at all stages.

9.09 Supplementary Agreements:

Supplementary Agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedures.

9.10 Technical Objections to Grievances:

No grievances shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

ARTICLE 10 -ARBITRATION

10.01 Request for Arbitration:

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration or to a single Arbitrator and the notice shall contain the name of the first party's appointee to an Arbitration Board or selection of a single Arbitrator. The recipient of the notice shall within five (5) days inform the other party either that it accepts its selection of a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board, as the case may be.

The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or Employer affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs.

10.02 Decisions of the Arbitrator:

The decision of the Arbitrator shall be final and binding and enforceable on the parties, but in no event shall the Arbitrator have the power to change this Agreement, or to alter, modify or amend

any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or disciplinary grievance by any arrangement, which in his or her opinion he or she deems just and equitable.

10.03 Expenses:

The parties shall share Arbitration costs equally.

10.04 Amending of Time Limits:

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent in writing of the parties to this Agreement.

10.05 Witnesses:

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

Nothing in this Article shall preclude either parties' Statutory Right under Section 45 of the Labour Relations Act.

ARTICLE 11 - DISCHARGE, SUSPENSION, DISCIPLINE

11.01 Preamble:

Whenever the Employer or a delegate deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to or may follow if such employee fails to bring his or her work up to a required standard by a given date, the Employer shall abide by the following plan:

Prior to any informal discussion with an employee, the immediate supervisor shall advise him or her if Step 1 of this article is being implemented.

STEP 1

Immediate supervisor shall have an informal discussion with the employee

STEP 2

If there is a repetition of the fault, within a period of three months, there will be a more formal discussion between the supervisor and the employee. The Steward will be present.

STEP 3

If there is no improvement in the employee's actions, within a period of another three months, another discussion will be held with him or her by the Superintendent, Department Head, or School Principal concerned, as the case may be. This discussion will be summarized in letter form. The employee will be given a copy of the letter and a copy will be forwarded to the Union. The Steward will be present.

STEP 4

if there is further repetition of the fault, within a period of an additional three months and after another discussion with the Superintendent, Department Head or School Principal concerned, as the case may be, the employee will be sent home for one day to think. The Steward will be present.

STEP 5

If all the above fail to achieve a correction in the employee's performance or behaviour, his or her employment may be terminated.

STEP 6

The record of an employee shall not be used at any time after 12 months following the letter of reprimand mentioned in Step 3.

11.02 Discharge Procedure:

An employee who has completed his or her three (3) months' probationary period may be dismissed, but only for just cause and only upon the authority of the Employer or his or her delegate. When an employee is discharged or suspended, he or she shall be given the reason in the presence of his or her steward. Such employee and the Union shall be advised promptly in writing by the Employer or his or her delegate of the reason for such discharge or suspension.

11.03 May Omit Grievance Step:

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9, Grievance Procedure. Step 1 and 2 of the Grievance Procedure may be omitted in such case.

11.04 Unjust Suspension or Discharge:

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his or her former position, without **loss** of seniority, and shall be compensated, for all time in an amount equal to his or her regular earnings during the next pay period preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Arbitrator, if the matter is referred to Arbitration.

11.05 Crossing of Picket Lines During Strike:

In the event that any other employees of the Employer engage in a legal strike or where employees in an industrial dispute engage in a legal strike and maintain picket lines, the employees covered by this agreement shall have the right to refuse to cross such picket lines, if to do so could reasonably be expected to result in harm while crossing the picket line. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

11.06 Political Action:

No employee shall be disciplined for participating in any political action provided the action is not taken on any board owned property.

ARTICLE 12 -SENIORITY

12.01 Seniority Defined:

Seniority is defined as the length of service in the bargaining unit from the most recent date of hire.

12.02 Seniority List:

The Board shall publish and forward a copy of the seniority list to every member of the bargaining unit, by November 1st of every year. Where changes occur, an updated list, including new assignments and new employees, shall be forwarded to the President of the bargaining unit, the first week of every month.

12.03 Probationary Employees:

Newly hired employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge, and in respect to the selection and appointment to fill a vacant position, the employee will be deemed to have no seniority. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination as outlined in Article 1.02 of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment, and the employee shall receive in writing, confirmation of his or her regular status and a copy of the confirmation will be sent to the Union.

12.04 Loss of Seniority:

An employee shall only lose his or her seniority if:

- 1) He or she is discharged for just cause and is not reinstated
- 2) He or she resigns.
- 3) He or she is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- 4) He or she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his or her current address.
- 5) He or she is laid-off for a period longer than twenty (20) months.

12.05 School Secretaries, Teacher Assistants, etc.

All employees who regularly work less than the full year such as school secretaries, teacher assistants, etc., shall be considered as working a full year for the purposes of this Article.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 Postings:

- a) When a new position is created, full-time or part-time or a temporary position of more than three (3) months, or when a vacancy occurs in the bargaining unit, a notice shall be posted within ten (10) working days and for a period of five (5) working days so that employees may submit a written application. Employees returning from vacation may apply for a position posted during their absence providing the Employer is made aware of their application prior to the selection being made.
- b) A copy of these postings will be sent to the Union President and Recording Secretary one (1) week, or as soon as possible, prior to the distribution to the local union members.
- c) The Employer shall have to post and fill all vacancies that occur within the bargaining unit, unless **otherwise** agreed to by the Union, except in the case where a school would be closed and/or a job eliminated. The Employer shall notify the Union at least one month in advance.
- d) **All** half-time positions becoming full-time shall be posted

13.02 Information Required:

Such notice shall contain information on the nature of the position, the required qualifications and the salary.

13.03 Selection and Appointment:

- a) Within twenty-one (21) calendar days from the last date of posting, the job will be awarded to the most senior applicant who possesses the necessary qualifications, work related experience and ability to perform the duties of the job.
- b) Subject to 13.05 (b), in the event there are no applicants from the bargaining unit who possess the necessary qualifications, work related experience and ability to perform the duties of the job, the Employer may seek to fill the job by outside recruitment.

13.04 Successful Applicant:

Within fifteen (15) days after the position has been filled, the applicants and the Union will be advised of the name of the successful candidate.

13.05 Trial Period:

- a) The successful applicant shall be placed on trial period for a period of three (3) months and shall also be provided with a minimum of one (1) week of training early in his or her trial period, if necessary. Conditional upon satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proved unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself or herself unable to perform the duties of the new job classification, he or she shall be returned to his or her former position at the current rate of pay without **loss** of seniority.

Changes in rate of pay, benefits, etc., will be delayed until thirty (30) days after the start of the trial period. When the change is made, it will be retroactive to the start of the trial period. Any other employee, promoted or transferred because of rearrangement of positions, shall also be returned to his or her former position at the current rate of pay without loss of seniority.

- b) Where an employee does not possess the necessary qualifications but has demonstrated the ability to qualify for the position, he or she shall be placed on trial for a period of six (6) months. Conditional upon satisfactory services, such trial promotion shall become permanent after the period of six (6) months.
- c) In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself or herself unable to perform the duties of the new job classification, he or she shall be returned to his or her former position at the current rate of pay for that position without loss of seniority. He or she also will pay Union dues during the trial period.
- d) Trial Period- Staff Appointment:

The successful applicant shall be placed on trial for a period of six (6) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself or herself unable to perform the duties of the new job classification, he or she shall be returned to his or her former rate of pay and the Employer shall deduct from his or her earnings the full amount of Union dues owing to the Union for the period of absence from the bargaining unit.

- e) When an employee is promoted to a higher paid position, he or she shall receive the rate of pay at the step corresponding to the recognized years of service.

13.06 Union Notification:

The Union shall be notified in writing of all appointments, hirings, layoffs, transfers, recalls, completion of trial periods and terminations of employment within the bargaining unit.

13.07 Disabled Employee's Preference:

If requested, the Employer may provide suitable alternate employment to an employee, who through advancing years, injury, illness or handicap, is unable to perform his or her normal duties, the rate of pay will be that of the alternate employment. Such employee shall not displace an employee with more seniority.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 Lay-off- Definition:

Except as otherwise provided for in this agreement, i.e. Article 14.03, a lay-off shall be defined as a reduction in the work force.

14.02 Job Security:

- a) Both parties recognize that job security increases in proportion to length of time in the bargaining unit. Therefore, in the event of a lay off, employees shall be retained according to their seniority, provided they are qualified.

- b) A laid-off employee with one or more years of service shall have the right to bump a junior employee if he or she is qualified.

14.03 Notice:

An advance notice of four (4) weeks shall be given to an employee who is to be laid-off. This shall not apply to employees working on a school year basis, unless a lay off occurs during the school year.

14.04 Recall:

General:

No new employees shall be hired for any position within the bargaining unit until those laid-off and still having seniority have been given an opportunity of recall.

a) School Secretaries:

- i) School secretaries will be advised by the end of June of their return to their same employment location, with the same number of days, for the following September. A school secretary whose working hours are less than they were on the 15th day of September, will be subject to recall as of the first Monday in October.
- ii) Meeting for selection of allocation:

A meeting for school secretaries will be held one week prior to the first Monday of October. The Employer will notify the Union and the school secretaries, in writing, of the time, date and location, along with other pertinent documentation, 48 hours prior to the meeting.
- iii) In the event the allocation of a school secretary increases, and providing he or she has not been displaced by a senior person, he or she can remain at the present school with the increase in time.
- iv) In the event the allocation has decreased, the school secretary with seniority can displace a junior employee with no more than his or her allocation.

b) Teacher Assistants:

- i) A teacher assistant whose working hours were full-time by the end of June and are less than full-time the following September shall be subject to recall for full-time employment, before a junior employee is recalled.

This shall not apply to Teacher Assistants involved with physically handicapped children, In those instances, the following criteria will be utilized: qualifications and previous year's performance appraisal.

Where the foregoing criteria are equal, seniority shall govern

The Board shall do its utmost to provide the required training appropriate for the job

ii) Meeting for selection of position(s):

A meeting will be held one week prior to the first day of the school calendar. The Employer will notify the Union and the employees concerned, in writing, of the date, time and location of said meeting, 48 hours prior to the meeting and will include a list of all positions available, a seniority list and each employee's time allocation.

14.05 Continuation of Benefits:

- a) Employees laid-off for a period of more than three (3) months will be given the right to continue their coverage of all benefits except L.T.D., through advance payment to the Board for a maximum of twelve (12) months.
- b) Employees laid-off for a period of three (3) months or less, shall be given the right to continue their coverage of all group insurance plans and the Employer shall continue to pay its share of all benefits.

ARTICLE 15 -HOURS OF WORK

15.01 Central Office Staff and Secondary School Secretaries:

The normal work week for the employees located in the Board offices shall be 8:30 a.m. to 12:00 noon; 1:00 p.m. to 4:30 p.m., Monday to Friday inclusive. (Such hours not to affect flex-time.) The secondary school secretaries shall work a thirty-five (35) hour week, as agreed to by the secretarial staff and school principal.

15.02 Store Clerk:

The Store Clerk's normal working hours shall be eight (8) hours per day, five (5) days per week

15.03 Teacher Assistants:

- a) Teacher Assistants shall work six and a half (6 1/2) hours per day, exclusive of a meal period, or three and one quarter (3 1/4) hours per half day, as determined by the Employer and on days established by the Employer. Where a Teacher Assistant is hired on a one to one basis with a child or if determined by the Special Education Coordinator or the Director of Student Services, the hours worked shall be seven (7) hours per day.
- b) The meal period referred to in a) above shall not be less than thirty (30) consecutive minutes which will be taken within the hours of 11:30 a.m. and 1:30 p.m., by mutual agreement between the Principal and the Teacher Assistant.

15.04 Elementary School Secretaries

- a) Elementary school secretaries shall work seven (7) hours per day, exclusive of a meal period, or three and one half (3 1/2) hours per half day, as determined by the Employer and on days established by the Employer.
- b) The meal period referred to in a) above shall not be less than thirty (30) consecutive minutes which will be taken within the hours of 11:30 a.m. and 2:30 p.m., by mutual agreement between the Principal and the secretary.

15.05 Modification of Working Schedule:

The Employer may establish a different working schedule after consultation with the Union.

15.06 Rest periods:

All employees shall be permitted a fifteen (15) minutes rest period in the first half and in the second half of the day, in a suitable area made available by the Employer.

15.07 Place of Work:

Each school shall be considered as one position.

ARTICLE 16 - OVERTIME

16.01 Full-time Employees:

- a) All overtime shall be on a voluntary basis except in the cases of emergency
- b) Employees requested to work overtime in excess of the normal work day, will be paid at the rate of time and one half (1 1/2) for all hours worked.
- c) Applicable to the Printing Department only, employees requested to work overtime in excess of the normal work day on Fridays, will be paid at the rate of time and one half (1 1/2) for all hours worked plus one (1) hour's pay.
- d) If requested to work two (2) or more consecutive hours of overtime, as an extension of the normal working day, an employee will be allowed a 15 minute break with pay at overtime rates and if required to work three (3) or more consecutive hours of overtime, as an extension of the normal working day, an employee will be allowed a 30 minute break with pay at overtime rate.
- e) The Board will allow employees to work overtime at straight time in order to accumulate time for the purpose of office closure between Christmas and New Year.

16.02 Holiday or Day of Rest:

- a) Any work performed on a day of rest shall be paid at one and a half (1 1/2) times the normal rate of pay.
- b) All work performed on a Sunday or on a Statutory Holiday listed in Article 17.03 (a) shall be paid at two (2) times the normal rate plus a paid holiday.

16.03 Part-time employees:

Part-time employees required to work in excess of seven (7) hours per day or thirty-five (35) hours per week, shall be paid overtime at one and a half (1 1/2) times the hourly rate of pay.

16.04 Call-In:

An employee who, without being notified before leaving work, is called in to work outside his or her normal working hours shall be paid a minimum of three (3) hours at overtime rates, and shall be paid from the time he or she leaves his or her home to report for duty until the time he or she arrives back upon proceeding directly from work.

If the employee is notified of the call-in the day before, the minimum overtime claim will be one hour.

16.05 Time Off in Lieu of Overtime:

There shall be no time off taken in lieu of overtime payment for any employees full or part-time, except where it is mutually agreeable to the employee and to the Supervisor.

16.06 Meal Allowance:

- a) An employee required to work overtime shall be paid for the actual cost of his or her meal up to a maximum of seven (7) dollars, no receipt necessary. Hours worked shall be three (3) consecutive hours and working through a meal hour.
- b) Where an employee must leave the city limits for the performance of his or her duties and is gone between the hours of 12:00 noon and 1:00 p.m., he or she shall be paid for the actual cost of his or her meal up to a maximum of seven (7) dollars.

16.07 Travelling Allowance:

- a) Employees requested to use their automobiles in the performance of their duties, other than to their assigned work place, shall be paid a kilometrage allowance as established and revised from time to time by the Employer.
- b) An employee travelling between two (2) work locations on the same day will be paid an allowance as per board policy.

ARTICLE 17 -HOLIDAYS AND VACATIONS

17.01 General:

All holiday and vacation entitlement shall be pro-rated to the hours worked, as compared to full-time employment, in classification.

17.02 Statutory Holidays of Employees Working on School Year Basis:

- a) Employees working on a school year basis will be entitled to the same holidays as employees working on a full year basis. Outside the school year, these employees shall be on lay-off.
- b) It is agreed by both parties that employees working on a school year basis shall endeavour to take the floating holiday with advance notice to the satisfaction of the Principal concerned and if the floating holiday has not been taken during the calendar year, it will be added on to the employee's paid vacation days during the Christmas Holidays.

- c) School year shall mean the period prescribed as such by or approved as such under Regulation 822/82.

17.03 Statutory Holidays of Employees Working on a Full-Year Basis:

- a) Employees working on a full-year basis shall be entitled to the paid holidays listed below, provided they work on the day preceding and day following such holidays unless absent for just cause:

- New Year's Day
- Day after New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Dominion Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- three and one half (3 1/2) hours on the last working day preceding Christmas and New Year's Day
- a holiday in February if proclaimed by the Federal or Provincial Government
- a Floating Holiday

- b) Employees who were part of the September 1, 1989 "en bloc" transfer, as per Appendix A, shall be entitled to take as holidays the mornings of December 24th and December 31st.

- c) Holidays on Day Off:

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

17.04 Vacations of Employees Working on a Full-Year Basis:

- a) Employees working on a full-year basis shall earn annual vacations as follows:

- Less than 1 year - 5/6 of a day per month
- 1 year or more - ten (10) working days
- 3 years or more - fifteen (15) working days
- 9 years or more - twenty (20) working days
- 20 years or more - twenty-five (25) working days
- 25 years or more - one (1) working day per year up to a maximum of thirty (30) working days

- b) Employees who were part of the September 1, 1989 "en bloc" transfer, as per Appendix A, shall earn annual vacations as follows:

- Less** than 1 year - 1 day per month to 10 days maximum
- 1 year or more - 1 day per month to 10 days maximum or 2 weeks
- 2 years or more - 1 1/2 days per month to 15 days maximum or 3 weeks

- 9 years or more - 2 days per month to 20 days maximum or 4 weeks
- 15 years or more - 2 days per month to 21 days maximum or 4 weeks and 1 day
- 16 years or more - 2 days per month to 22 days maximum or 4 weeks and 2 days
- 17 years or more - 2 days per month to 23 days maximum or 4 weeks and 3 days
- 18 years or more - 2 days per month to 24 days maximum or 4 weeks and 4 days
- 19 years or more - 2 1/2 days per month to 25 days maximum or 5 weeks

- c) i) Annual vacations shall be taken during the months of July and August as approved by the Employer. Up to ten percent (10%) of the employees are eligible to take up to two (2) weeks of their vacation outside of the regular vacation period.
- ii) Forms will be sent to all employees prior to April 1 of each year.
- iii) Employees must complete these forms, specifying their choice of vacation dates and return the form to their immediate supervisor, prior to May 1st. The Employer is required to post the approved vacation list before June 1st.
- iv) Vacation preference shall be according to seniority.
- d) An employee terminating his or her employment at any time, shall be entitled to his or her accumulated unused vacation pay at that time. In case of death, such amount will be paid to the estate.
- e) If a paid holiday falls or is observed during an employee's vacation period, he or she shall be granted an additional day's vacation for each holiday in addition to his or her regular vacation time.
- f) Such additional day shall be taken at a time mutually agreed upon between the employer and the employee.
- g) Vacation Year:

The vacation year shall run from July 1st to June 30th of the following year.

17.05 Vacations - Employees Working on a IO-Months Basis:

IO-months employees will earn annual vacation pays according to the following schedule:

- Less than 3 years - 4% of annual salary
- 3 years or more - 6% of annual salary
- 9 years or more - 8% of annual salary
- 20 years or more - 10% of annual salary
- 25 years or more - 10% of annual salary plus .2 of 1% for each additional year of service (up to 30 years)

Payment made during the year for any vacation taken shall be deducted from the earned vacation pay.

Remaining vacation pay will be paid on the 2nd pay period in the following September.

17.06 Banking Vacation Credits:

An employee entitled to three (3) weeks vacation or more shall be entitled to bank up to a maximum of five (5) working days' annual vacation.

The banked vacation shall be taken within any of the following three (3) vacation years at the rate of pay prevailing when the vacation is taken.

No employee shall have more than five (5) days banked at any one time

ARTICLE 18 -LEAVES

18.01 General:

All leave plans shall be pro-rated to the hours worked, as compared to full-time employment, in classification.

18.02 Sick Leave:

- a) Employees who prior to the signing of this Agreement, and who were not part of the September 1, 1989 "en bloc" transfer, acquired sick leave credits on an accumulative basis, shall forfeit any such accumulation.
- b) A sick leave benefit claim form and a doctor's certificate of illness will be required for any absence exceeding three (3) working days. The Employer may request a doctor's certificate at various intervals in case of absence exceeding two (2) weeks.
- c) The Board may, at its own expense, request a second medical opinion if deemed necessary. If the second medical opinion differs from the original, a medical board of arbitration may be convened at the Board's expense.
- d) Employees on extended illness may be required to submit a medical certificate as often as once per week if considered necessary.
- e) "En Bloc" Transfer of September 1, 1989:

Employees who transferred from the Stormont, Dundas and Glengarry County Board of Education to the Stormont, Dundas and Glengarry Roman Catholic Separate School Board, as part of the "en bloc" transfer of September 1, 1989, shall be offered the choice of participating in one of the following sick leave plans:

Plan A: to participate in the sick leave plan which they enjoyed when employed with the Stormont, Dundas and Glengarry County Board of Education, as described in Sections 18.01, 18.02 and 20.06 and with amendments, as follows:

1. Pursuant to Section 155 of the Education Act, 1974, a Plan for Cumulative Sick Leave and Retirement Gratuities is hereby established as of January 1, 1976, for the employees who were part of the September 1, 1989 "en bloc" transfer as per Appendix A.

2. The Chief Executive Officer of the Board shall keep a register or registers in which shall be recorded the credits, the accumulated credits and the deductions therefrom in respect of each employee.
3.
 - a) An employee on January 1, 1977, shall be entitled to an initial credit of the cumulative sick leave reserve standing to his or her credit on December 31, 1976 under the Plan for Cumulative Sick Leave and Retirement Gratuities in effect on December 31, 1976.
 - b) An employee commencing employment on or after January 1, 1977, shall be entitled to an initial credit as provided by Section 155 of the Education Act, 1974.
4. An employee on leaving the employment of the Board shall receive a statement of the cumulative sick leave standing to his or her credit duly certified by the Chief Executive Officer.
5. On January 1st of each year, or as soon thereafter as is practicable, each employee shall receive a statement of the cumulative sick leave standing to his or her credit as at December 31, according to the records of the Board.
6.
 - a) An employee eligible under this plan shall receive pay of two (2) days per month for absence caused by sickness of the employee including an acute inflammatory condition of the teeth or gums, and for any additional absence so caused which is not in excess of his or her cumulative sick leave credits.
 - b) Sickness for the purpose of this plan shall not include pregnancy or a condition due to pregnancy during the period of pregnancy.
7. An employee shall be entitled to have all the unused portion of his or her monthly sick leave as provided under Section 6 (a) transferred to his or her cumulative sick leave credits, but such cumulative sick leave credits shall not exceed two hundred and sixty (260) days.
8. No sick leave shall be earned in any month in which the employee is absent from duty for more than five (5) days for any reason other than the following:
 - a) annual vacation
 - b) sick leave under the provision of this plan
 - c) absence while in receipt of Workmen's Compensation benefits for injury received while in the employ of the board
 - d) jury or witness court duty.
9.
 - a) All absences caused by sickness of the employee up to and including three (3) days may be certified by the employee's supervisor.
 - b) After three (3) days' absence caused by sickness of the employee no leave with pay shall be allowed unless a certificate of a duly certified medical practitioner or dentist is furnished to the Chief Executive Officer of the Board, certifying to the inability of the employee to attend to his or her duties.

- c) Notwithstanding subsection (a) of this section, the Chief Executive Officer of the Board may require an employee to submit the certificate required under subsection (b) for a period of absence of three (3) days or less.
- 10. Statutory holidays for which an employee would have received pay and which occur during the time an employee is absent on leave under the provisions of this plan shall not be charged against the employee's cumulative sick leave credits.
- 11. An eligible employee retiring from employment with the Board by reason of health or age, or any reason approved by the Board after ten (10) or more years continuous service with the Board, shall be entitled to a retirement gratuity in accordance with the following table.

<u>Length of Service</u> <u>in years</u>	<u>Percentage of Sick Leave</u> <u>Credits</u>
10	30% of 260 days, or accumulated sick leave credits at the time of retirement, whichever is the lesser, times the daily rate of pay
11	32% "
12	34% "
13	36% "
14	38% "
15	40% "
16	42% "
17	44% "
18	46% "
19	48% "
20 and over	50% "

- 12. Continuous service for the purpose of Section 11 shall include continuous service with a former school board in the school division of this Board, providing the employee was in the employ of such Board on December 31, 1968, and provided the continuous service ends on that date.
- 13. The daily rate of pay as used in the calculation of the retirement gratuity in Section 11 shall be defined as 1/260 of the annual salary of the employee at the time of retirement.
- 14. In the event of the death of an employee, either before or after retirement, benefits, if any, arising from this plan shall be paid to the designated beneficiary or to the estate of the deceased employee.

OR

Plan B: to participate in the Stormont, Dundas and Glengarry Roman Catholic Separate School Board plan as described in sections 18.01, 18.02 and 20.06, with the following additions:

- a) Cumulative sick leave credits will be frozen as at the date of the signing of the January 1, 1991 to December 31, 1993 Collective Agreement.

- b) Beginning January 1, 1991, any personal days taken will be deducted from the employee's cumulative sick leave credits referred to in (a) above.
- c) Time without pay will not be allowed. Days that would have been taken as time without pay will be deducted from the employee's cumulative sick leave credits referred to in (a) and (b) above.
- d) Employees who have fulfilled the requirements of the Long Term Disability Plan and are in receipt of Long Term Disability payments will have their cumulative sick leave credits deducted by thirty percent (30%) and receive from the Board this thirty percent (30%) in salary.

This formula will continue until the cumulative sick leave credits have expired. The employee will then continue to receive Long Term Disability payments according to the plan in effect.

Any cumulative sick leave credits remaining at the time of retirement will be paid out as a retirement gratuity as described in Plan A above.

18.03 Bereavement Leave:

- a) Bereavement leave of five (5) days at the death of spouse or children shall be granted without loss of pay.
- b) Bereavement leave of four (4) days at the death of mother, father, brother, sister, shall be granted without loss of pay.
- c) Bereavement leave of three (3) days at the death of mother-in-law, father-in-law, son-in-law and daughter-in-law shall be granted without loss of pay.
- d) Bereavement leave of two (2) days at the death of grandparents, grandchildren and brother and sister-in-law shall be granted without loss of pay.
- e) Additional time may be granted if the reasons submitted are considered authentic and acceptable to the Director of Human Resources or his or her designate.

18.04 Personal Leave:

- a) One day's leave with pay shall be granted in each calendar year for personal reasons, provided the employee obtains permission from his or her immediate supervisor, such leave shall not be unreasonably withheld. The Board shall add an unused leave to the following summer vacation entitlement.
- b) Employees, upon giving twenty-four (24) hours' notice to the immediate supervisor, except in emergencies, shall be allowed to keep dental appointments, medical appointments and to follow therapeutic treatments.

18.05 (A) Pregnancy/Parental Leave:

a) Eligibility:

An employee who has completed thirteen (13) weeks of continuous service prior to the expected birth date, shall be entitled to pregnancy/parental leave without pay.

b) Time and Length of Leave:

The employee will have the absolute discretion to determine the date on which her pregnancy/parental leave is to begin and end, provided that the total number of weeks does not exceed thirty-five (35), and provided the employee is able to perform her duties.

There will be no **loss** of seniority resulting from a pregnancy/parental leave. Upon return from such leave the employee shall be reinstated to her former position at the current rate of pay without **loss** of seniority or benefits providing her position is available.

c) Return to Work:

An employee returning to work from pregnancy/parental leave shall notify the Employer at least two (**2**) weeks prior to the expected date of return to work, and upon return, shall be reinstated in her former position at the current salary rate.

d) Employer Payment of Employee Benefits During Pregnancy/Parental Leave:

During the period of pregnancy/parental leave, the Employer shall continue to pay the hospital, medical and group life insurance and other employee benefits of this Agreement. Upon return to work, the cost of the employee's share of such Benefits shall be deducted from the employee's pay.

(B) Adoption/Parental Leave:

Where an employee seeks adoption/parental leave due to legal adoption, she or he shall be allowed a period up to six (6) months of leave without pay.

(C) Paternity/Parental Leave:

a) One day's leave with pay shall be granted to an employee on the day of the birth of his child and one day upon the homecoming of the child, if on a working day. This also applies to the homecoming of an adopted child.

b) An employee shall be entitled to a parental leave of up to eighteen (18) weeks.

18.06 Leave for Union Affairs:

a) Leave of absence without pay may be granted to an employee to attend conventions or meetings in connection with Union affairs, provided notice in writing of not less than three (3) full working days shall have been given to the immediate supervisor. Leaves granted to the Local under this section shall not exceed twenty (20) days per year.

- b) Subject to notice in writing as shown in 18.06 a), the local will be allowed up to eight (8) days leave of absence with pay, with the understanding that the days will be used for convention or educational purpose and/or for the President of the Local to perform his or her duties.
- c) In the event that the Union local does not use the full eight (8) days leave of absence with pay in the first year, a maximum of five (5) days may be carried into the following year. If by the end of the second year there are still days not used, the local shall forfeit the balance.
- d) Full-time Union Position:

Leave of absence without pay shall be granted to any employee who is elected or appointed to a full-time position with the Union. Such leave shall not exceed one (1) year, but may be renewed from year to year provided the request is made in writing to the Board. Such leave of absence, when granted, shall be for the full term of the leave and the Employer shall not be required to employ such employee until the end of the term of his or her leave of absence.

18.07 Jury Duty:

Employees subpoenaed to serve as jurors or witnesses (excluding litigants) in criminal or civil courts shall be granted leave of absence for such purposes and such leave of absence shall be granted without loss of the privileges enjoyed by the employees. Such employees shall present satisfactory evidence showing the period of such jury service or witness service and the amount of compensation received therefore.

If the employees deposit with the Director of Human Resources or his or her designate of the Board the full amount of compensation received exclusive of reimbursement of expenses, the Director of Human Resources or his or her designate shall authorize payment of full salaries or wages for the period granted as leave of absence on account of such jury or witness service. If the employees do not pay the Director of Human Resources or his or her designate such funds, they shall forfeit the right to claim any part of their salaries or wages for the aforementioned period of absence.

18.08 Leave for Personal Reasons:

- a) The Board may grant a leave of absence without pay to an employee for personal reasons. The employee shall forward his or her request in writing to the Board or its designate at least one month before the starting date of such leave. Such leave shall not be withheld unreasonably.
- b) For leave of absence exceeding six (6) months, the employee shall advise the Board, by registered mail, thirty (30) days before the expiration of such leave, of his or her intention to return to the employ of the Board.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days:

The Employer shall pay all salaries and wages in accordance with the attached wage schedule. An itemized statement of salary, deductions and overtime shall be provided to each employee on pay days.

19.02 Promotion:

When an employee is promoted to a higher paid position, he or she shall receive an immediate salary increase.

19.03 Pay on Temporary Transfers, Higher Rated Job:

When an employee is temporarily assigned to a higher paid position, he or she shall be paid at a higher rate of pay providing such assignment exceeds one (1) week's duration. If an employee is temporarily assigned to a lower paid position, his or her salary shall not be reduced.

19.04 Vacation Pay:

Employees may, upon giving at least two (2) **weeks'** notice, receive, on the last office day preceding commencement of their annual vacation, any statements of earnings which may fall due during the period of their vacation, provided that the vacation schedule is adhered to. The net pay for those statements will be deposited in the bank account as designated by the employee.

ARTICLE 20 - PENSION AND WELFARE PLANS

20.01 O.M.E.R.S.:

Subject to applicable regulations, employees covered by this Agreement shall be covered by the Ontario Municipal Employees' Retirement System within twelve (12) months of their date of employment.

20.02 Retired Employees:

A retiree shall have the right to participate, at his or her cost, in the different benefit plans applicable to retirees, as of the date of retirement, on the condition that the annual amount be paid within 30 days prior to the said date, every year thereafter until age 65.

20.03 Term Life Insurance and Dependent Coverage:

The Employer shall pay the entire cost of term life insurance to the amount of twice an employee's annual salary, a dependent life insurance in the amount of \$6,000.00 for the spouse and \$3,000.00 for the children and a paid up policy of \$2,000.00 upon retirement. Optional Life Insurance for employee and dependents paid by employee at 100%.

20.04 Healthguard and Dental Plan:

a) Full-time employees covered by this Agreement shall be covered under the London Life Healthguard Plan, with 95% of the premiums paid by the Employer and equivalent to the plan in existence at the signing of the 1991-1993 Agreement and 5% paid by the employees.

Vision Care:

January 1, 1991 to December 31, 1991:

The premium to be paid 50% by the Employer and 50% by the employee. (\$200/24 months)

January 1, 1992 to December 31, 1992:

The premium to be paid 75% by the Employer and 25% by the employee. (\$200/24 months)

January 1, 1993 to December 31, 1993:

The premium to be paid 85% by the Employer and 15% by the employee. (\$200/24 months)

- b) Full-time employees covered by this Agreement shall be covered under the London Life Dental Plan or the equivalent of which will pay in accordance with the ODA Schedule of fees, three years behind current. The premium to be paid 90% by the Employer and 10% by the employee.

20.05 Healthguard and Dental Plan, Long Term Disability Plan for Part-Time Employees:

Upon application, employees who work less than full-time may be covered by the above plans. The Employer's share of the premiums will be the same as for full-time employees, for those employees working 2.5 days or more. For employees working less than 2.5 days per week, the Board shall pay 45% of the premiums.

20.06 Income Protection:

- a) Workers' Compensation: In the event of an accident in which the employee shall have to go on Workers' Compensation, the Employer shall pay regular earnings to that employee. When the employee receives benefits from Workers' Compensation, he or she will surrender these benefits to the Board.
- b) In the case of sickness or disability not covered by the Workers' Compensation Act, employees covered by this Agreement shall be entitled to have their income maintained in accordance with the following schedule:

<u>Length of service</u>	<u>Benefits</u>
a) Less than 3 months	- No benefits
b) 3 months but less than one year	- 3 weeks - 100% sal. - 14 weeks - 75% sal
c) 1 year but less than 2 years	- 4 weeks - 100% sal. 13 weeks - 75% sal
d) 2 years but less than 3 years	- 9 weeks - 100% sal. - 8 weeks - 75% sal
e) 3 years but less than 4 years	- 13 weeks - 100% sal. - 4 weeks - 75% sal
f) 4 years and over	- 17 weeks - 100% sal.

- c) A Long Term Disability Plan, equivalent to the Plan in existence at the signing of the 1991-1993 Agreement with 5% of the premiums paid by the employees, and providing 70% of an employee's salary to normal retirement, shall commence after the 17 weeks in 20.06 (b) above have elapsed.

d) Reinstatement:

The benefit described in 20.06 (b) is reinstated in full, after the return to work for four (4) continuous work weeks.

20.07 Employees Receiving LTD:

The Employer shall continue to pay its share of all benefits premiums for employees receiving L.T.D. benefits for a period not exceeding five (5) years.

ARTICLE 21 - JOB DESCRIPTIONS AND RECLASSIFICATION

21.01 Job Descriptions:

The Employer shall supply the Union with copies of present job descriptions. It is understood that the Employer may modify the duties of a position and/or amend such job descriptions. Such amended job descriptions shall be supplied to the Union.

If the Union is not satisfied with the job descriptions, it may submit, in writing, proposed amendments.

A disagreement between the Union and the Employer on the content of a job description, may be grieved and submitted to arbitration.

21.02 Changes in Classification:

a) If the duties of a position have changed substantially and the Union is of the opinion that a reclassification is warranted, it may submit a written request to the Employer stating the reasons for such request. If the Employer's answer is not satisfactory to the Union, such matter may be grieved in which case Step 1 of the Grievance Procedure shall be by-passed.

b) When a job classification is not covered by Article 35, the rate of pay shall be subject to negotiations between the Union and the Employer. The rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

21.03 Administration of Medication

Except for Teacher Assistants in Special Education, no medication shall be administered by any employee.

ARTICLE 22 - CONTRACTING OUT

The Employer agrees not to contract out work that would result in the loss of employment to employees in the bargaining unit. The Employer may contract out surplus or special work that cannot be performed by the present staff.

ARTICLE 23 - COPIES OF AGREEMENT

The Union and the Employer desire that every employee be familiar with the provisions of this Agreement and his or her rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing.

On commencing employment, the employee's immediate supervisor shall introduce the new employee to

his or her Union Steward or representative, who will provide him/her with a copy of the collective agreement.

ARTICLE 24 - BULLETIN BOARDS

The Union shall be responsible for supplying two (2) bulletin boards and the location of same in the lunch room areas shall be upon mutual agreement.

ARTICLE 25 -GENERAL CONDITIONS

25.01 Continuation of Acquired Rights:

- a) All provisions of this agreement are subject to applicable Acts and the Regulations made under the Acts now and hereafter in effect. Acts or Regulations hereafter proclaimed shall not invalidate the entire agreement, unless specifically stated and consequently the existing rights, privileges and obligations of the employees and of the employer shall remain in the unamended sections of this agreement.
- b) In the event of an amalgamation, annexation, merger or other organizational changes, the rights, privileges and obligations of the employees, members of the bargaining unit, and of the Board shall be respected. In the case of such an event, the Board shall undertake to do its utmost, to ensure that no present member of the bargaining unit be adversely affected. If both parties cannot reach an agreement, it will be reached by binding arbitration.
- c) In all instances identified under 25.01 a) and b) above, either party, upon notice to the other, may reopen this present agreement for negotiation.

25.02 Plural Terms May Apply:

Whenever the singular is used in this Agreement, it shall be considered as if the plural had been used where the context of the party or parties hereto so require.

ARTICLE 26 -TECHNOLOGICAL CHANGES

26.01 Advance Notice:

The Employer shall notify the Union three (3) months before the introduction of any technological changes which affect the rights of employees, conditions of employment, wage rates or workloads.

26.02 Training:

The Employer shall assist employees who are directed or asked to attend training programmes at approved institutions off the premises outside their working hours where such training relates to jobs within the unit. Such assistance shall include reimbursement for tuition fees incurred by the employees. Where the training programme is conducted by the Employer, time spent in such programme shall be considered for the purposes of salary and benefits, to be time worked during normal working hours. This clause covers training courses which are conducted off the premises, normally by a school or other educational institution. Employees wishing to attend courses to upgrade themselves shall make application to the Board, through the Director of Human Resources or his or her designate and the Board will consider all applications.

26.03 Additional Training:

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period the training time shall be a subject of discussion between the Employer and the Union.

26.04 Redundant Positions/Reduction of Hours of Work:

- a) If a position becomes redundant or if an employee's regular hours of work are to be reduced through mechanization or technological changes, the employees **so** affected shall be given an opportunity to take part in an upgrading or retraining programme implemented by the Employer.
- b) In applying section (a), article 26.02 shall be followed on the condition that the employees **so** affected meet the basic academic requirements, as prescribed by the appropriate authorities.

ARTICLE 27 -HEALTH AND SAFETY

The Union and the Employer will co-operate in complying with the provisions of the Occupational Health and Safety Act.

ARTICLE 28 -CLOTHING ALLOWANCE

The Employer shall supply to the employee at central stores two shirts, two pairs of pants, safety shoes and one winter coat, as required.

ARTICLE 29 -TERMS OF AGREEMENT

29.01 Effective Date:

This Agreement shall become effective on April 1, 1996 and remain in force until December 31, 1998.

29.02 Changes in Agreement:

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

29.03 Notice of Changes:

Either party desiring to propose changes or amendments to this Agreement shall, between the period of ninety (90) to sixty (60) calendar days prior to the termination date, give notice in writing to the other party of the change(s) or amendment(s) proposed. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised Agreement.

29.04 Agreement to Continue in Force:

This Agreement shall remain in force beyond its termination date as set out in 29.01, until such time as a revised Agreement is signed. Revisions to the Agreement will be effective upon signing, unless otherwise specified.

29.05 Retroactive Pay for Terminated Employees:

An employee who has severed his or her employment between the termination date of this Agreement and the date a new Agreement is signed shall receive the full retroactivity of any increase in salary.

29.06 Retroactive Adjustments:

All adjustments to salaries and Board contributions to benefits plans shall be adjusted retroactively to the effective date of the Agreement. All other changes shall be effective upon ratification of the agreement by both parties.

ARTICLE 30 - WAGES

30.01 Payment of Wages:

Effective April 1, 1996, wages will be paid according to the wage schedule attached in Article 35.

ARTICLE 31 - OFFICIAL LANGUAGE

The present Agreement will be printed in French and in English. Both versions of this Agreement will be official.

ARTICLE 32 - DEFINITIONS OF EMPLOYMENT

32.01 Regular Employment:

Regular Employment shall mean full-time or part-time employment in an established job

32.02 Temporary Employment:

Temporary Employment shall mean employment in a job established for a specific period of time or for the duration of a specific project or group of assignments.

ARTICLE 33 - PRE-RETIREMENT

At least one year prior to the retirement date of any employee, the employer will meet with the retiring employee in order that they may make all the necessary employment related arrangements for retiring.

ARTICLE 34 - GENDER

Whenever the masculine gender appears it shall also mean the feminine gender, unless the context requires otherwise.

LETTER OF UNDERSTANDING RE: USE OF VOLUNTEERS

The parties' understanding on the application of Article 2.04, Work of the Bargaining Unit, and specifically the use of volunteers in the schools is such that volunteers may assist on special classroom projects, for classroom peak workload period and special school projects.

Signed on this ____ day of _____, 1997

ON BEHALF OF THE STORMONT, DUNDAS AND GLENGARRY COUNTY ROMAN CATHOLIC SCHOOL BOARD:

Chairperson of the Board

Director of Human Resources
or his or her designate

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 1834

President

Secretary

C.U.P.E. Representative

ARTICLE 35 -WAGE SCHEDULE

35.01 -Wage Schedule-96 04 01 - 98 12 31

GROUP	TITLE	HOURLY RATE		
		START	1 YEAR	2 YEARS
A		\$12.04	\$12.64	\$13.26
B	Assistant Accounts Payable Clerk Receptionist, Administration Clerk Receptionist, Administration	\$12.83	\$13.46	\$14.15
C	Clerk Typist, Administration Receptionist, Secondary	\$13.30	\$13.97	\$14.66
D	Library Secretary, Secondary (FLS)	\$13.72	\$14.41	\$15.14
E	Audio-visual Clerk Secretary, Student Services, Secondary Teacher Assistant, Regular classroom Library Technician Attendance Secretary, Secondary	\$14.36	\$15.08	\$15.84
F	Secretary to Vice-principal, Secondary Budget Clerk and Library Secretary, Secondary (FLS) Payroll Clerk Budget Clerk, Secondary (FLS) Stores Clerk Secretary, Special Education (ELS)	\$14.95	\$15.70	\$16.48
G	Printer Secretary, Buildings & Grounds General Accounting Clerk Information Services Clerk/Operator Payroll Clerk I	\$15.42	\$16.19	\$17.00
H	Secretary, Principal, Secondary Purchasing Secretary Secretary, Assessment & Transportation Elementary School Secretary Secretary, Human Resources Accounting & Budget Control Clerk	\$15.90	\$16.69	\$17.53
I	Computer Technician Teacher Assistant, Special Education Transportation Clerk Assessment Clerk	\$16.29	\$17.10	\$17.96
J	Secretary, Superintendent of Education Attendance Counsellor	\$16.82	\$17.66	\$18.55

K	Buyer Printer-in-charge	\$17.36	\$18.24	\$19.15
L	Computer Programmer/Analyst	\$17.89	\$18.79	\$19.74
M		\$18.45	\$19.36	\$20.33

APPENDIX A

**EMPLOYEES FROM THE
SEPTEMBER 1, 1989 "EN BLOC" TRANSFER**

ALEPINS, France

COUSINEAU, Madeleine

DESNOYERS, Suzanne

LANGLOIS, Jacqueline

MORIN, Francine

SAUVE, Gisèle

SEGUIN, Diane

ST. JOHN, Rachelle

LETTER OF AGREEMENT

BETWEEN: The Stormont, Dundas and Glengarry County Roman Catholic Separate School Board

AND

The Canadian Union of Public Employees- Local 1834

The parties hereto agree that the signing of this collective agreement is subject to the verification and correction of any errors.

Signed this _____ day of _____ 1997, for the STORMONT, DUNDAS AND GLENGARRY COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD:

Chairperson of the Board

Director of Human Resources
or his or her designate

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 1834

President

Secretary

C.U.P.E. Representative

Signed on this ____ day of _____, 1997.

ON BEHALF OF THE STORMONT, DUNDAS AND GLENGARRY COUNTY ROMAN CATHOLIC SCHOOL BOARD:

Chairperson of the Board

Director of Human Resources
or his or her designate

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 1834

President

Secretary

C.U.P.E. Representative