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EFF.	99	04	01
TERM.	200	08	31
No. OF EMPLOYEES	110		
NOMRE D'EMPLOYÉS	LP		

COLLECTIVE AGREEMENT

between

THE DURHAM CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Employer")

- and -

SECRETARIAL/CLERICAL/TECHNICAL STAFF
REPRESENTED BY THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 218
(hereinafter called the "Union")



April 1, 1999 until August 31, 2001

12373 (01)

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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 on its behalf, recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees of the Employer engaged as office, clerical and technical employees save and except the **Secretary** to the Director of Education, Secretaries to the Superintendents, Human Resources Secretary, Teacher Personnel Assistant, Employee Benefits Coordinator, Supervisors, Financial Analyst, Network Analyst, Payroll/Accounts Analyst, Human Resources Assistant, Human Resources Operations, Coordinator for Non-Teaching Personnel, Summer Students and persons above the rank of supervisor.

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

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 with 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 in accordance with the Union Constitution and By-Laws.
- (c) The T-4 Income Tax slips issued by the Employer shall state the amount of Union dues deducted from each employee.

- 6.02 All sums deducted pursuant to Section 6.01 will be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following that in which deductions were made, together with a list of employees in respect of whom deductions have been made, plus the addresses of any new employees added to the list.
- 6.03 The Union will save the Employer harmless in respect of any deductions or remittances made pursuant to this Article.
- 6.04 The Employer **agrees to** deduct authorized Credit Union contributions from each pay and have remitted, such deductions to The Oshawa Community Credit Union. The Employer's banking firm shall forward such deductions to the said Credit Union. **Any** employee withdrawing shall not be allowed to re-enter the program during the life of *this* Agreement.
- 6.05 ~~Temporary~~ employees hired by the Employer for **known** periods of one month or more to replace regular employees absent for any reason shall not be subject to the terms of this Agreement except as to the check-off provision as provided for in Section 6.01 (b).

ARTICLE 7 ACQUAINTING NEW EMPLOYEES

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

ARTICLE 8 CORRESPONDENCE JD
UNIC

- 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 of the Durham Catholic District School Board Unit of C.U.P.E. with a copy **to** the Recording Secretary of the Local Union.
- (b) **A** copy of the W.S.I.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.

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 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.

- 10.05 A copy of any written notice of reprimand and/or discipline issued to an employee shall be provided to the Chairperson and the Recording Secretary of the Local Union.

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

New employees shall be required to complete one year of ~~service~~ in the position for which they were originally hired before being eligible to post to other positions with the Employer.

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 Catholic District 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** fill-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.

ARTICLE 13 LAY-OFFS AND RECALLS

- 13.01 Lay-offs and recalls will be based on the skills, abilities and qualifications of the employees in relation to the available work, and as among several employees in whom such qualifications are relatively equal, seniority will be the governing factor. Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off.
- 13.02 Employees shall be recalled in the order of their seniority subject to the provisions of **13.01**.
- 13.03 No new employees shall be hired until all employees with seniority have been given an opportunity of recall.
- 13.04 (a) **A** permanent employee who is subject to lay-off may bump a less senior employee from an equivalent or lower classification for which they possess the minimum requirements and ability to perform the job.

- 13.04 (a) Employees so bumped shall follow the bumping procedure as outlined above.

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

Employees who bump laterally or to a lower Band level will be paid at the step in the new position which is closest to their then current pay. This may be equivalent or lower. They will not receive a **salary** which is greater than the maximum of the lower level jobs.

- (b) In the event of a reduction of hours occurring in a school with more than one (1) secretary, the secretary with the least school seniority in that school will be affected in that Band, unless the secretary with more seniority in that particular school can mutually agree with the other secretary to move.

Note: Also see 14.01

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

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

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

ARTICLE 14 PROMOTIONS AND JOB POSTINGS

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

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

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

A school secretary currently employed in two (2) 0.5 Assistant Secretary - Elementary positions and paid at the Band 6 level who successfully posts to two (2) 0.5 Assistant **Secretary** - Elementary positions will remain compensated at the Band 6 level.

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

All new employees placed in either one (1) or two (2) Assistant Secretary - Elementary positions will be compensated **at** the Band 3 level.

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

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

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

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

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

- 14.01** (a) If the applicant feels unable to continue in the position during the three month probationary period, a letter of permission shall be given to allow the employee to apply to ~~posted~~ positions. If the employee is successful in posting to another position, the employee must remain in the new position for the twelve (12) month period.
- (b) Employees shall be required to complete one (1) year of service in the position for which they were transferred or promoted to before being eligible to post to other positions with the Employer.

- and -

New employees shall be required to complete one (1) year of service in the position for which they were originally hired before being eligible to post to other positions with the Employer.

- 14.02** Any employee who has given good and faithful service to the Employer and who has become unable to do the customary work due to sickness or injury 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.

- 14.05 (a) All newly appointed employees will **start** at the minimum salary of the band to which they are assigned or at such greater rate **as** the Employer may decide is commensurate with the employee's ability and experience.
- (b) **An** employee promoted from one band to another shall be placed in the new band which represents **an** increase. In no event shall an employee receive a reduction of pay **as** a result of a promotion.

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

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

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

ARTICLE 15 GRIEVANCE PROCEDURE

15.01 Regular Employee Grievance

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

15.01

Step 1

if the Committee considers the grievance to be justified, a copy of the grievance shall be submitted to the Human Resources Manager and the immediate supervisor no later than ten (10) working days of the occurrence of the grievance. The employee(s) concerned, with a member of the Committee, shall take the matter up within five (5) working days, or such time as is mutually agreeable between the Employer and the Union, with the immediate supervisor (in the case of secretaries, the immediate supervisor shall be the Supervisor of School Secretaries).

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 Resources 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 render the Employer's decision in writing within five (5) working days of the date of such meeting.

15.01

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 in which **an** employee **has** actively **been** working 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 Employer shall have no power to alter or amend any of the provisions of this Agreement, or to substitute any new provisions for existing provisions, or to give any decision inconsistent with the provisions of this Agreement.

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

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 set forth in Schedule "A" are hereby declared to form part **of this Agreement**.

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

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

18.04 In the event that a new position is created, the wage rate to be applied thereto shall be discussed **with** the Union **and** the position shall be subject to **an** evaluation after completion of one (1) year of service. **As** a result of the evaluation, this position shall not be re-posted.

ARTICLE 19 HOURS OF WORK AND OVERTIME

19.01 (i) The **regular** work week for regular full-time employees shall consist of five (**5**) days of seven (7) hours each, Monday to Friday, to be **scheduled** between 8:00 a.m. and 5:00 p.m., with one (**1**) hour unpaid lunch. **Any** exceptions to the above shall be mutually agreed to by the Employer **and** the Union.

19.01 (i) In the Plant Department, specifically areas of Information Technology Services Department, the regular hours may be scheduled, where mutually agreeable, between the hours of 7:30 a.m. to 5:30 p.m., Monday to Friday. No **seven (7)** hour schedule shall be spread over a period longer than eight (8) hours with one **(1)** hour off for lunch. The Receptionist between 7:00 a.m. and 5:30 p.m., Monday to Friday, with one **(1)** hour unpaid lunch. The Computer Technician and Network Technician employees shall be employed on a regular eight (8) hour per day basis and such hours shall be scheduled **from** 8:00 a.m. to 5:00 p.m., Monday to Friday, with a one (1) hour unpaid lunch period. Article 19.01 (c)(v), referring to overtime eligibility, shall only apply to those hours in excess of eight (8) hours per day.

(ii) The work year for personnel employed in the Education Centre and secondary schools shall consist of twelve (12) calendar months, January to and including December. The work year for personnel employed in elementary schools shall consist of the school year plus one **(1)** additional week following the finish of the school year, ending on a Friday, and two (2) weeks prior to the start of the school year.

(iii) Employees in the Education Centre shall be allowed to select the option of working the shorter work year. Only fifty percent **(50%)** of the employees in a department shall be allowed, where possible, to work the shorter work year in any one (1) year.

Any exceptions to the above shall be mutually agreed to by the Union and the Employer.

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

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

Option 2 - Be employed for the school year plus one additional week following the finish of the school year, ending on a Friday and two (2) weeks prior to the start of the school year.

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

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

New employees for elementary schools will be employed for a work year consisting of the school year plus one (1) additional week following the finish of the school year, ~~ending~~ on a Friday and two (2) weeks prior to the ~~start~~ of the school year.

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

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

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

An employee required to work overtime may elect to take the equivalent time off (straight time), at a time mutually acceptable to the employer and the employee. in the event that no mutual agreement can be reached, the Employer shall have the final decision. Any overtime shall require the prior approval of the Director of Education or the Superintendent of Education - Human Resources.

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

(vii) **An** employee shall be paid ~~a shift~~ premium of forty (40) cents per hour when assigned to work the afternoon shift for those hours worked beyond 4:30 p.m. only.

Note: Article 19.01 (viii) to (ix) shall remain in the collective agreement but will not be in effect during the two year period ending December 2000. During such time a letter of understanding will be in effect regarding summer work hours.

(viii) The aforementioned work hours for school secretaries will be adjusted during July and August with the exception of a work week which includes a day which, for the purposes of the Agreement, is considered a holiday (Dominion Day and Civic Holiday) and the two (2) weeks prior to the school re-opening ~~as~~ outlined in the options below.

Employees shall select the Monday or the Friday as the day not to be worked.

- 19.01 (viii) Summer work hours for Education Centre, Plant Department and Student Services employees will be adjusted during July and August with the exception of a work week which includes a day which, for purposes of this Agreement, is considered a holiday (Dominion Day and Civic Holiday). The employer may required employees, on an individual basis, to revert to the normal work week up to **two (2)** weeks prior to school opening. The same options will apply.

Option 1 - 5 day week of 35 hours
(ie. 8:30 a.m. - 4:30 p.m., 1 hr. lunch)

Option 2 - 4 day week of 32 hours
(ie. 8:00 a.m. - 4:30 p.m., 1/2 hr. lunch)

Option 3 - 4 day week of 28 hours
(ie. 8:30 a.m. - 4:30 p.m., 1 hr. lunch)

Employees choosing Option 2 will receive 32 hours pay only.

Employees choosing Option 3 will receive 28 hours pay only.

Employees will have a choice of their work schedule during the summer work period specified. However, once a choice has been made and the new hours instituted, individual changes shall not be entertained.

- (ix) For those employees who have elected to work a 4 day week, it is understood that payment of overtime premium (Article 19.01 (c) (v)) will not apply until 8-3/4 hours per day or 35 straight time hours per week have been worked.
- (x) Part-time employees shall work hours as scheduled by the Employer and shall receive overtime for all hours worked in excess of the regular day or week described in this Article.

- 19.01 (xi) Part-time employees shall be allowed to make application for additional temporary hours in other schools, and the Employer, where possible, will allow part-time employees to work additional hours. The additional hours, where granted, will not change the employee's status as a part-time employee.
- (xii) Employees required to attend Board Meetings during the evening time shall be paid in accordance with the overtime rate of pay for all hours worked beyond the normal time.
- 19.02 The Employer will grant a 15 minute rest period during the a.m. working session and a like period during the p.m. working session.

ARTICLE 20 VEHICLE ALLOWANCE

20.01 Employees requested to use their own vehicles for business purposes shall be reimbursed according to the rate per kilometer as established by the Board Policy.

The Computer Technicians, Computer Applications Support Persons and Network Technician shall receive a flat monthly vehicle allowance of \$150 plus the rate per kilometer as established by the Employer.

ARTICLE 21 VACATIONS

21.01 For ~~vacation~~ entitlement purposes, the vacation year is designated from January 1st to December 31st.

- (i) Full-time employees ~~with~~ less than one (1) year of service by December 31st, shall be allowed one (1) day for each complete month of service up to a maximum of ten (10) days with pay but, in any case, shall not receive less than that provided under The Employment Standards Act in their first year of employment.

- 21.01 (ii) **A** full-time employee who has completed three (3) years of employment shall be allowed fifteen (15) days of vacation with pay.
- (iii) **A** full-time employee who has completed eight (8) years of employment shall be allowed twenty (20) days of vacation with pay.
- (iv) **A** full-time employee who has completed seventeen (17) years of employment shall be allowed twenty-five (25) days of vacation with pay.
- (v) **A** full-time employee who has completed twenty-five (25) years of employment shall be allowed thirty (30) days of vacation with pay.

Vacations are normally approved in blocks of one (1) or more weeks during July, August, Christmas Break and Mid-Winter Break. Requests for separate days shall be given consideration on an individual basis subject to the condition that the workplace shall not be unduly affected by the approval of the vacation time.

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

Employees working in the Education Centre, the Plant Building and the Student Services Department may be entitled to take vacation at any time during the year, upon the approval of the Supervisor.

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

- 21.04 (a) Those employees leaving the service of the Employer who are **entitled** to receive two (2) weeks vacation, will receive four (4%) percent of regular salary to date of

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

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

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

An employee shall only be allowed to carry up to five (5) days of vacation into the next calendar year.

21.09 All employees may, whenever conveniently possible, be granted a vacation period preferred by the employee or at such time ~~as~~ ~~be~~ mutually agreed on between the Employer and the employee. In the event that no mutual agreement can be reached, the Employer shall have the ~~final~~ decision. in the event of a conflict in vacation dates between two (2) employees, the employee with the greater seniority shall have the preference.

ARTICLE 22 HOLIDAYS

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

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

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

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

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

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

Twelve (12) month employees shall be allowed to request a day of vacation or request a leave of absence without pay on a Monday or Friday, should Canada Day fall on a Tuesday or Thursday. Approval shall be subject to the condition that the workplace shall not be unduly affected by granting such time.

ARTICLE 23 LEAVE OF ABSENCE

23.01 The Employer may grant a leave of absence, with or without pay, to an employee required to be absent for personal reasons subject to the condition that the workplace shall not be unduly affected by the granting of such leave.

- 23.02 Leave of absence without 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, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the original term of office. This may be extended to a further term, at the discretion of the Employer.
- (c) **An** employee who is elected or selected for **a** full-time position with the Union or any body with whom the Union **has** affiliations shall be granted a leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leaves shall be renewed once only upon request for a period of up to two (2) years. No more **than two (2)** employees will be granted a leave in any one **year**.
- (d) **An** employee who elects to **return** to an educational institution on a full-time basis to upgrade the employee's education shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. No more **than two (2)** employees will be **granted** a leave in any one (1) year.
- (e) All applications for leave of absence shall be made in written form, and if **granted**, shall be granted in written form.

23.03 (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 The Employer shall grant leaves of absence for personal reasons without pay during the Christmas and/or Winter Break. Employees in secondary schools shall only be granted the leave of absence subject to the condition that the workplace shall not be unduly affected by the granting of such leave. In this event employees shall be given the leave on a rotating basis and **only** 50% of the employees shall be absent on leave at the same time.

23.05 Bereavement/Compassionate Leave

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

A further two (2) days for travelling 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.

23.06

Jury Duty

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

23.07

Pregnancy/Parental Leave

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

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

The 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 seventy (70%) percent of **salary** for the two-week waiting period. Such a plan shall be registered with and approved by Human Resources Development Canada.

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.

23.08 Adoption Leave

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

23.09 Paternity Leave

An employee shall be granted a leave of absence 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.

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.

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

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

- 25.03 **An** employee with seniority shall be eligible for two (2) days sick leave with pay for each completed calendar month of employment, following completion of the probationary period.
- 25.04 **A** retiring employee is one who ceases to be employed by the Employer and applies for and receives a retirement pension.
- 25.05 Sick leave which has accumulated to the credit of an employee and is unused at the termination of employment, will be cancelled except in the case of a Secretarial/Clerical/Technical employee who retires or dies with not less **than** five (5) years of continuous service in which case, either the employee or the estate in the case of death will receive fifty percent (50%) of the employee's sick leave standing to the employee's credit at the **date** of retirement or death.
- Payment of 50% of the sick leave credit will not apply to employees hired after February 14, 1988.
- 25.06 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.
- 25.07 Leave of absence without pay on the grounds of incapacity due to illness or injury, shall be granted to any employee who **has** no sick leave accumulated to the employee's credit.
- 25.08 Sick leave shall not accumulate in respect of any period during which **an** employee is absent from employment on account of lay-off or authorized leave of absence without full pay.

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

25.10 if an employee is prevented from performing the regular work with the Employer because of an occupational accident that is recognized by the Workplace Safety insurance Board as compensable within the meaning of the W.S. I B. Act, the Employer will supplement the award made by the W.S.I. B. for the loss of wages to the employee from the employee's sick leave credits by such an amount that the award of the W. S. I. B. 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 Workplace Safety Insurance Board's income.

ARTICLE 26 **UNIFORMS**

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

ARTICLE 27 **EMPLOYEE BENEFITS**

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

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

27.02 Extended Health Care Plan

- a) Prescription Drugs - \$10/\$20 deductible
- b) Vision Care - maximum \$200/annum for dependent children; maximum \$200 every two (2) years for adults . Effective September 1, 1999.

- 27.02 c) Private Hospital Coverage
 d) Hearing Aids - \$300 every three (3) years

27.03 Group Term Life Insurance

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

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

27.04 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.

27.05 Long-Term Disability Plan

The Employer **will** pay one hundred (100%) percent of the premium for a Long-Term Disability Plan with benefits at **73-2/3%** of gross monthly salary to a **maximum** of \$3,000.

Note: This will become effective on the first day of the first month following ratification of the collective agreement.

27.06 Dependent Life insurance

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

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

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

27.08 Part-Time Benefits

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

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

27.09 Early Retirees

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

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.

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

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

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

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

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

27.11 Upon the **death** of an employee, the Board will continue benefits for the spouse **and/or** dependents for a period of two (2) years.

ARTICLE 28 TUITION COSTS

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

ARTICLE 29 TEMPORARY HELP

29.01 (a) 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.

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

ARTICLE 30 JOB SECURITY

30.01 No bargaining unit employee shall be terminated, laid-off, or have their regularly scheduled work day or regularly scheduled work week reduced as the result of the Employer contracting out any of its work or services.

ARTICLE 31 HEALTH AND SAFETY

31.01 The Board shall conform with the Occupational Health and Safety **Act**. The Employer shall ensure that all Joint Health and Safety Committee members are provided ~~with~~ all Employer information pertaining to health, safety and work environment issues.

ARTICLE 32 RETIREMENT

All employees covered by this Agreement shall retire no later than the last day of the month in which the employee attains the age of sixty-five (**65**) or on June 30th next, following the employee's sixty-fifth (63th) 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 33 RETROACTIVITY

This Agreement shall be retroactive ~~with~~ respect only to wages.

ARTICLE 34 DURATION OF AGREEMENT

This Agreement shall come into effect ~~from~~ April 1st, 1999 thereof and shall remain in effect until August 31, 2001 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.

SCHEDULE "A"
SECRETARIAL/CLERICAL/TECHNICAL STAFF
WAGE INCREASE EFFECTIVE SEPTEMBER 1, 1999

GRADE	BAND	JOB CLASS	YEAR 1	YEAR 2	YEAR 3
200 - 249	1	Mailroom Clerk	13.83 25,173	14.47 26,342	15.17 27,605
250 - 299	2	Data Entry Clerk High School Junior Clerk Supply Teacher/Resource Centre Clerk Switchboard/Receptionist	14.26 25,952	14.91 27,141	15.60 28,384
300 - 349	3	Assistant Secretary - Elementary Community Use of Schools Secretary Student Services Secretary Human Resources Clerk	14.88 27,085	15.66 28,496	16.45 29,944
350 - 399	4	High School Attendance Secretary Assistant Printer secretary to Information Technology Services Accounts Clerk Secretary to Purchasing Supervisor Secretary to Health & Safety Officer Resource Centre Secretary Route Coordinator	15.48 28,180	16.29 29,647	17.13 31,169
400 - 449	5	Secretary to Controller of Planning & Admissions/Admissions Clerk High School Guidance Secretary High School Financial Secretary Senior Accounts Clerk Financial Assistant Purchasing Assistant Payroll Clerk	16.08 29,257	16.91 30,779	17.79 32,376
450 - 499	6	Plant Department Secretary High School Secretary Elementary Secretary Secretary to Controller of Plant Audio Visual Technician *(40 hrs./wk) Secretary to Continuing Education Secretary to Adult Education Service Dispatch *(40 hrs./wk)	16.91 30,779 *35,173	17.81 32,413 *37,045	18.71 34,046 *38,917
500 - 549	7	High School Senior Secretary Computer Application Support Transportation Assistant Computer Technician *(40 hrs./wk) Network Technician *(40 hrs./wk)	17.74 32,283 *36,895	18.66 33,954 *38,804	19.61 35,699 *40,798
550 - 599	8	Assistant Planner Printer	18.82 34,251	19.61 35,699	20.61 37,518
600 - 649	9	No positions at this Band	20.10 *41,817	21.04 *43,769	22.02 *45,805

SCHEDULE "A"
SECRETARIAL/CLERICAL/TECHNICAL STAFF
EFFECTIVE SEPTEMBER 1, 2000

GRADE	BAND	JOB CLASS	YEAR 1	YEAR 2	YEAR3
200 - 249	1	Mailroom Clerk	14.04 25,548	14.69 26,730	15.40 28,024
250 - 299	2	Data Entry Clerk High School Junior Clerk Supply Teacher/Resource Centre Clerk Switchboard/Receptionist	14.47 26,342	15.13 27,543	15.83 28,818
300 - 349	3	Assistant Secretary • Elementary Community Use of Schools Secretary Student Services Secretary Human Resources Clerk	15.10 27,488	15.89 28,929	16.70 30,388
350 - 399	4	High School Attendance Secretary Assistant Printer Secretary to Information Technology Services Accounts Clerk Secretary to Purchasing Supervisor Secretary to Health & Safety Officer Resource Centre Secretary Route Coordinator	15.71 28,596	16.53 30,093	17.39 31,644
400 - 449	5	Secretary to Controller of Planning & Admissions/Admissions Clerk High School Guidance Secretary High School Financial Secretarial Senior Accounts Clerk Financial Assistant Purchasing Assistant Payroll Clerk	16.32 29,705	17.16 31,238	18.06 32,783
450 - 499	6	Plant Department Secretary High School Secretary Elementary Secretary Secretary to Controller of Plant Audio Visual Technician *(40 hrs./wk) Secretary to Continuing Education Secretary to Adult Education Service Dispatch *(40 hrs./wk)	17.16 31,238 *35,693	18.08 32,900 *37,606	18.99 34,563 *39,499
500 - 549	7	High School Senior Secretary Computer Application Support Transportation Assistant Computer Technician * (40 hrs./wk) Network Technician *(40 hrs./wk)	18.01 32,718 *37,453	18.94 34,471 *39,395	19.90 36,226 *41,401
550 - 599	8	Assistant Planner Printer	19.10 34,766	19.90 36,226	20.92 38,073
600 - 649	9	No positions at this Band	20.40 *42,435	21.36 *44,420	22.35 *46,489

WAGE INCREASE AS FOLLOW

September 1, 1999	- 2.0%
September 1, 2000	- 1.5%

Signing Bonus \$300 per employee for full-time equivalent employees (out of OMERS Savings).

The full amount will be provided to employees working full-time hours. Those working less than full-time hours will be paid the bonus pro-rated accordingly. The signing bonus will only be applicable to permanent employees on staff as of this date (June 21, 1999).

June 28, 1999

LETTER OF UNDERSTANDING

Sheila Redshaw
Chairperson, Local 218
Canadian Union of Public Employees
(Secretarial/Clerical/Technical Staff)
c/o Education Centre

Dear Sheila:

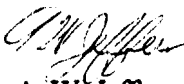
Re: Job Evaluations

The Board agrees that during the first year of the collective agreement the positions of:

High School Attendance Secretary
Switchboard/Receptionist

will have the job description updated and positions re-evaluated in conjunction with the maintenance as required under the Pay Equity Program.

Yours truly,



A. W. Jeffers
Human Resources Manager

AWJ:lc

June 28, 1999

LEFT UNDERS ;

Sheila Redshaw
Chairperson, Local 218
Canadian Union of Public Employees
(Secretarial/Clerical/Technical Staff)
c/o Education Centre

Dear Sheila:

Re: Hours of Work - Summer Work Schedule

All twelve month employees shall be paid for a 35 hour work week and will be required to work a 36 hour and 15 minute work week. In lieu of payment for the additional fifteen minutes per day, employees will:

- (a) accumulate time to allow Fridays off during the summer months. Twelve month employees will not be required to work Fridays during the months of July and August, with the exception of the first week following school closure and two weeks prior to school opening.
- (b) no longer be required to provide make up time during the Christmas period to have consecutive days off as has been the past practice of the Board (depending when Christmas falls during a particular year, this may be one or two days.)

Generally, the number of Fridays off during the summer will total six (42 hours) or seven (49 hours.) The extra fifteen minutes per day worked annually by employees will total approximately 56 hours and as a result it appears that the Board is benefitting. However, employees will not be required to work any additional time to make up for 15 minutes per day as a result of sick days off or time off during vacation. On the average neither the employer nor the employee will gain or lose significantly.

It is understood that any employee commencing employment or transferring to a twelve month position shall not be required to work any additional time over and above the extra fifteen minutes per day in order to enjoy the benefits of Fridays off during the summer and time off consecutively at Christmas (as outlined in a & b above) without additional make up time, nor shall any reimbursement or time off be given because of the date on which the twelve month position began.

Similarly, any employee who resigns or leaves a twelve month position to accept a shorter work year position, shall not be given any reimbursement or time off because of the requirements of the extra 15 minutes work per day.

The hours in the Catholic Education Centre will be changed to 8:15 a.m. to 4:30 p.m. Monday to Friday inclusive for employees previously required to work 8:30 a.m. to 4:30 p.m. Hours of work will be similarly adjusted increasing the work hours with the additional fifteen minutes (seven and 1/4 hours of work shall fall between the time of 8:00 a.m. and 5:00 p.m.), for all other twelve month employees with exceptions mutually agreed to by the Employer and the Employee Group.

The terms and conditions hereby outlined will be reviewed after a two year period (ending December 2000) to determine the feasibility of continuation. Work hours and the summer work schedule as outlined in collective agreements and employee contracts for all twelve month employees (with the exception of the custodial and maintenance group) will become null and void during this time period.

Yours truly,



A. W. Jeffers
Human Resources Manager

AWJ:lc

June 28, 1999

LETTER OF **A**

Sheila Redshaw
Chairperson, Local 218
Canadian Union of Public Employees
(Secretarial/Clerical/Technical Staff)
c/o Education Centre

Dear Sheila:

The Parties agree that a Joint Committee will be created to discuss and review issues surrounding pay periods, outstanding vacation entitlement and employment insurance.

The Joint Committee will be comprised of Representatives from the Education Assistant Unit and the Secretarial/Technical Unit.

The Joint Committee will meet during the September **and** October of 1999 to formulate recommendations to avoid any negative implications regarding Employment Insurance Entitlement.

Yours truly,



A. W. Jeffers
Human Resources Manager

AWJ:lc



THE DURHAM REGION ROMAN CATHOLIC SEPARATE SCHOOL BOARD
LE CONSEIL DES ÉCOLES SÉPARÉES CATHOLIQUES DE LA REGION DE DURHAM

Catholic Education Learning & Living in Faith

December 10, 1996

LETTER OF UNDERSTANDING

Ms. Sheila Redshaw
Chairperson, Local 218
Canadian Union of Public Employees
(Secretarial/Clerical/Technical Staff)

Dear Ms. Redshaw:

The Board shall agree to advise and discuss any changes to be made to the staffing formula with the Chairperson of CUPE, Local 218 prior to the implementation of the change.

Yours truly,

J. McCafferty
Chairperson of the Board's Negotiating Committee

JM/mc

