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ISSUANCE DATE	LP

COLLECTIVE AGREEMENT

between

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

- and -

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



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TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>SUBJECT MATTER</u>	<u>PAGE NO.</u>
1	Purpose	1
2	Recognition	1
3	Management Function	2
4	Union Responsibility	3
5	No Discrimination	3
6	Check-off	3
7	Acquainting New Employees	4
8	Correspondence and Communications	5
9	Liability Insurance	6
10	Union Representation	6
11	No Strike or Lock-out	7
12	Seniority	7
13	Lay-offs and Recalls	9
14	Job Postings and Transfers	11
15	Grievance Procedure	14
16	Arbitration	17
17	First-Aid Kits	18
18	Wages	18
19	Hours of Work and Overtime	19
20	Vehicle Allowance	20
21	Vacations	20
22	Holidays	21
23	Leave of Absence	21
24	Bulletin Boards	25
25	Sick Leave	25
26	Quarantine	27
27	Clothing and/or Uniforms	27
28	Employee Benefits	27
29	Temporary Help	31
30	Retirement	31
31	Employment of Handicapped	32
32	Supervision and Yard Duties	32
33	Supply Teacher Coverage	32
34	Health and Safety	33
35	Job Security	33
36	Retroactivity	33
35	Duration of Agreement	33
	Signatures	34
	Schedule "A"	35
	Letter of Understanding	37

ARTICLE 1 **PURPOSE**

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

ARTICLE 2 **RECOGNITION**

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

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

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

ARTICLE 3 MANAGEMENT FUNCTION

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain efficiency, order and discipline;
 - (b) Hire, retire, discharge, direct, classify, establish new positions, transfer, promote, demote, lay-off and suspend or otherwise discipline employees provided that a claim by an employee with seniority that the employee has been the subject of a discriminatory promotion, demotion or transfer, or a claim that the employee has been discharged or disciplined without reasonable cause may be made the subject of a grievance and dealt with as hereinafter provided; and
 - (c) Operate and manage its educational facilities in all respects in accordance with its commitments and responsibilities including the determination of the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the Employer's facilities not otherwise specifically dealt elsewhere in this Agreement.
- 3.02 The above functions shall be exercised in a manner consistent with the other provisions of this Agreement.
- 3.03 The Employer has the right to make and implement reasonable rules and regulations. **Any** changes in such rules and regulations made by the Employer shall not be in conflict nor inconsistent with the provisions of this Agreement.

ARTICLE 4 UNION RESPONSIBILITY

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

ARTICLE 5 NO DISCRIMINATION

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

ARTICLE 6 CHECK-OFF

- 6.01
- (a) All present members shall remain members and all future employees shall become **and** remain members of the Union.
 - (b) The Employer shall deduct from every employee **bi-weekly** dues and assessments.
 - (c) The T-4 Income Tax slips issued by the Employer shall **state** the amount of Union dues deducted from each employee.

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

10.04 ~~with~~ management and while processing grievances. However, compensation will not be paid for such time spent outside the committee members' regular working hours.

10.05 At any meeting between the Employer **and** an employee, at which discipline is to be imposed, the employee shall have the right to request the presence of a Union representative. The Employer shall notify the Chairperson of a meeting prior to any disciplinary action whenever possible.

ARTICLE 11 NO STRIKE OR LOCK-OUT

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

ARTICLE 12 SENIORITY

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

12.02 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit wide basis.

12.03 All employees covered by this Agreement shall, as of the effective date of this Agreement, have their seniority date established as of their last date of hire with the Employer or any employer amalgamated with the Durham Catholic District School Board.

12.04 Future seniority will then be accumulated by calendar service, with the exception that employees working less than full-time shall have their seniority accumulation pro-rated accordingly.

12.05 The Employer will maintain a seniority list showing the length of accumulated service in years and months for each employee **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 31st of each year.

12.06 **An** employee will lose seniority in the event that:

- (a) the employee resigns;
- (b) the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) following lay-off, is notified by registered mail to the last address on the Employer's records to **return** to work **and** fails to notify the Employer within two (2) working days of such notification that the employee intends to return to work, or fails to return to work within five (5) working days of notification; and
- (d) the employee is laid off continuously for a period of more than twelve months.

- 12.07** Subject to the provisions of Section **12.06**, an employee who is absent from work by reason of sickness, accident, lay-off or authorized leave of absence shall not lose seniority.
- 12.08** The selection or appointment of employees for supervisory positions, or for any position outside the Bargaining Unit, is not governed by this Agreement, but if any employee is or has been so transferred back to a position within the Bargaining Unit, then service inside the Bargaining Unit plus a maximum of one (1) year's service outside the Bargaining Unit shall count towards seniority for the purpose of this Agreement.
- 12.09** A part-time employee transferred to a full-time position will be credited with seniority in an amount proportionate to the actual working time completed to the employee's credit as of the date of transfer.

ARTICLE 13 LAY-OFFS AND RECALLS

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

- 13.02 (b) (i) Where it is necessary to recall employees, they shall be called in order of their seniority provided they meet the qualifications as set forth in the job description and are physically able to perform the function required;
- (ii) Educational Assistants shall be given preference according to seniority to fill vacancies provided they meet the qualifications as set forth in the job description and are physically able to perform the function required;
- (iii) If no vacancy exists, the redundant Educational Assistant may choose to exercise seniority by displacing an employee having less seniority providing the employee is capable and qualified to perform the work required.
- (iv) In all circumstances when it becomes necessary to reduce, recall and place employees according to seniority, the welfare of the students shall be given proper consideration.
- 13.03 No new employees shall be hired until all employees with seniority have been given an opportunity of recall.
- 13.04 Grievances concerning lay-offs shall be initiated at Step 3 of the Grievance Procedure.
- 13.05 The Employer agrees to continue to pay the percentages of premiums for the benefit plans as outlined in Article 28 for employees laid off for periods of three (3) months or less.

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

ARTICLE 14 JOB POSTINGS AND TRANSFERS

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

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

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

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

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

14.01

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

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

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

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

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

14.01 (b) Transfers

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

1. The welfare of the students shall be given proper consideration when transferring Educational Assistants;
2. The Educational Assistant requesting the transfer is physically able to handle the responsibilities of the position; and
3. When the factors listed in 1. and 2. are met between two (2) or more candidates, seniority shall govern.”

(c) Educational Assistants are assigned to the school by the Superintendent of Human Resources through input from the Family of Schools Superintendent. Educational Assistants shall be under the direction, supervision and evaluation of the principal of the school.

14.02 Any employee who has given good and faithful service to the Employer and who has become unable to do the customary work will be given consideration for **any** work available and within the employee’s capabilities.

14.03 The Union shall be notified of all hirings, lay-offs, permanent transfers, promotions and terminations of employment.

- 14.04 The Employer agrees to post courtesy job postings for newly-created permanent positions which are not covered by this Agreement prior to advertising outside the Employer. The Union agrees that the selection of the successful applicant shall be at the sole discretion of the Employer and is not subject to this Agreement or to arbitration.

ARTICLE 15 GRIEVANCE PROCEDURE

15.01 Regular Employee Grievance

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

Step 1

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

15.01

Step 2

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

Step 3

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

Step 4

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

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

15.03 A claim by an employee with seniority that the employee **has** been discharged without reasonable cause shall be treated as a grievance if a written statement of the grievance, signed by the employee and **a** committee person, is lodged with the Employer within five (5) working days after the employee ceases to work. The preliminary steps of the grievance procedure **set** forth in Article 15.01 (Step 1 and Step 2) shall be eliminated in such discharge grievances, and the processing of the grievance will commence at Step 3.

15.04 The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees or the President of the Local Union when processing any grievance.

15.05 **A** record of **an** employee shall not be used against the employee at any time after twenty-four (24) months following a suspension or disciplinary action including letters of reprimand or any adverse reports.

An employee may request any adverse letter or report to be removed from the file following the twenty-four (24) month period in accordance with the Employer established administrative procedure.

15.06 The time limits in this Article may be extended by mutual agreement between the parties.

ARTICLE 16 ARBITRATION

16.01 If a grievance remains unsettled following the appropriate procedure set forth in Article 15, it may be submitted to arbitration, provided that the party seeking arbitration notifies the other party in writing to that effect not more than ten (10) working days after the date of the rendering of the final decisions under Article 15.

A Board of Arbitration shall be established in the manner provided in The Labour Relations Act as amended from time to time.

16.02 Each party shall bear the expenses of its representatives, witnesses, and the preparation and presentation of its own case. Each party shall be responsible for the expenses of its **own** nominee to the Arbitration Board. The expenses of the Chairperson shall be shared equally by the parties.

16.03 The Arbitration Board shall have no power to alter or amend any of the provisions of this Agreement, or to substitute **any** new provisions for existing provisions, or to give any decision inconsistent with the provisions of this Agreement.

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

ARTICLE 17 FIRST-AID KITS

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

ARTICLE 18 WAGES

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

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

18.03 **An** Educational Assistant's pay shall be calculated on the basis of the employee's hourly rate multiplied by **the** number of hours actually worked at straight time rates.

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

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

ARTICLE 19 HOURS OF WORK AND OVERTIME

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

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

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

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

Employees shall be paid ~~at~~ the rate of time and one-half for all authorized work performed in excess of six (6) hours per day. Overtime shall be pre-authorized by the Director of Education or Superintendent of Human Resources.

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

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

ARTICLE 20 VEHICLE ALLOWANCE

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

ARTICLE 21 VACATIONS

- 21.01
- (i) Time off with pay during the Christmas and Winter Breaks shall be considered the two week vacation period for all employees with less than three (3) year's service.
 - (ii) Employees who have completed three (3) year's service shall be paid six (6%) percent vacation pay.
 - (iii) Employees who have Completed eight (8) year's service shall be paid eight (8%) percent vacation pay.
 - (iv) Employees who have completed seventeen (17) year's service shall be paid ten (10%) percent vacation pay.
 - (v) Employees who have completed twenty-five (25) year's service shall be paid twelve (12%) percent vacation pay.

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

ARTICLE 22 HOLIDAYS

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

ARTICLE 23 LEAVE OF ABSENCE

23.01 The Employer may grant a leave of absence, with or without pay, to an employee required to be absent for personal reasons.

23.02 Leave of absence with pay shall be granted to duly elected delegates not exceeding four (4) in number from the Bargaining Committee of Local 218 for attendance at Union Conventions and Union Business meetings. Such leave shall not exceed a total of forty-five (45) person days in any one (1) calendar year for the Bargaining Committee. The Employer will consider additional days upon request and justification.

23.03 (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay **and** without loss of benefits or seniority, so that the employee may be a candidate in federal, 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.

23.03

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

23.04

Bereavement/Compassionate Leave

- (a) 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.

- 23.04
- (a) A further two (2) days for travelling with or without pay may be allowed at the discretion of the Director.
 - (b) 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 shall be supported by a copy of the death notice. These days shall be taken within one (1) calendar year.

23.05 Jury Duty

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

23.06 Pregnancy/Parental Leave

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

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

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.

23.06 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.

23.07 Adoption Leave

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

23.08 Paternity Leave

An employee shall be granted a leave of absence of two (2) days, without deduction of salary, related to the birth of his child, commencing from the day of admission of the mother for the birth of the child up to and including the day of discharge of the child from the hospital, and that such day is a working day.

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

ARTICLE 24 BULLETIN BOARDS

- 24.01 The Employer will provide bulletin boards at appropriate locations for the use of the Union. Matters posted will be restricted to:
- (a) notices of union meetings;
 - (b) notices of union elections or appointments;
 - (c) notices of results of union elections; and
 - (d) notices of union recreational and social activities.

ARTICLE 25 SICK LEAVE

- 25.01 Sick Leave is leave of absence on full pay by reason of incapacity due to illness or injury.
- An** Educational Assistant whose presence is necessary for the special needs of certain students, as determined by the Employer, shall be replaced on the first day of absence due to illness. Others shall be replaced on the second day of absence due to illness.
- 25.02 Sick leave days, if unused, will accumulate to a maximum of two hundred and sixty (260) calendar days.
- 25.03 **An** employee ~~with~~ **seniority** shall be eligible for two (2) days sick leave with pay for each completed calendar month of employment, following completion of the probationary period.
- 25.04 **A** retiring employee is one who ceases to be employed by the Employer and applies for and receives a retirement pension.

- 25.05** If the employee is absent for three (3) consecutive working days or more, a medical certificate may be required certifying that the employee is unfit to perform the regular duties, in addition, the Employer may have the right, if it considers is necessary, to have the employee medically examined by a physician of the Employer's choosing.
- 25.06** Leave of absence without pay on the grounds of incapacity due to illness or injury, shall be granted to any employee who **has** no sick leave accumulated to the employee's credit.
- 25.07** Sick leave shall not accumulate in respect of any period during which an employee is absent from employment on account of lay-off or authorized leave of absence without full pay.
- 25.08** On or about December 3 **1st** 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.
- 25.09** 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 and **Insurance** Board as compensable within the meaning of the Workplace Safety and **Insurance** Act, the Employer will supplement the award made by the Workplace Safes and insurance Board for the loss of wages to the employee from the employee's sick leave credits by such an amount that the award of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Employer, will equal one hundred (100%) percent of the employee's regular wage after normal income **tax** deductions, considering the **tax** free status of .Workplace Safety and Insurance Board income.

ARTICLE 26 QUARANTINE

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

ARTICLE 27 CLOTHING AND/OR UNIFORMS

27.01 The Employer shall provide protective or special purpose clothing (monogrammed coloured smocks or monogrammed coloured lab coats) where required.

ARTICLE 28 EMPLOYEE BENEFITS

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

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

28.02 Extended Health Care Plan

- (a) Prescription Drugs - \$10/\$20 deductible
- (b) Vision Care - maximum \$200/annum for dependent children; maximum \$200 every two (2) years for adults. Effective September 1, 1999.
- (c) Private Hospital Coverage
- (d) Hearing Aids - \$300 every three (3) years

28.03 Group Term Life Insurance

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

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

28.04 Flexident Dental Care Plan

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

Each January the O.D.A. Fee Schedule shall be **updated** to the schedule of the preceding calendar year.

28.05 Long-Term Disability Plan

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

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

28.06 Dependent Life Insurance

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

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

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

28.08 Part-Time Benefits

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

28.09 Early Retirees

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

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

- 28.10
- (a) **An** employee shall accumulate seniority while on Long-Term Disability for a period of up to two (2) years.
 - (b) The Employer shall pay, on behalf of an employee while on Long-Term Disability, all premiums and contributions for all Employee Benefit Plans.

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

- (c) **An** employee who is no longer deemed disabled under the provisions of the Long-Term Disability **Plan** shall be placed in the former or equivalent position with the Employer, provided the employee is capable of performing the duties of the position and provided the employee does not replace an employee who holds more seniority.
- (d) The benefit level and coverage outlined in Article 28 shall be maintained during the term of this Agreement. Should the Employer wish to change carriers during this term, they shall notify the Union in writing and discuss such change with the Union.

28.11 Spousal Benefits

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 29 TEMPORARY HELP

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

ARTICLE 30 RETIREMENT

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

ARTICLE 31 EMPLOYMENT OF HANDICAPPED

- 31.01 In the event that the Employer wishes to employ a person who has a disability that constitutes a handicap (as defined in Section 9 (b) of the Human Rights Code) in the performance of any work to be done by such person or employee for the Employer, the Employer may, with the consent of the Local Union and the person or employee concerned or the parent or guardian thereof, enter into an arrangement which provides for a wage rate, benefits and/or hours of work less than those provided in this Agreement. Where authorization from the Director of Employment Standards is required for such purpose, the Employer shall make application thereof.

ARTICLE 32 SUPERVISION AND YARD DUTIES

- 32.01 Educational Assistants will share equally, with the teaching staff, in the supervision of the school as assigned by the principal.

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

ARTICLE 33 SUPPLY TEACHER COVERAGE

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



ARTICLE 34 HEALTH AND SAFETY

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

ARTICLE 35 JOB SECURITY

35.01 No bargaining unit employees 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 36 RETROACTIVITY

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

ARTICLE 37 DURATION OF AGREEMENT

37.01 This Agreement shall come into effect from April 1st, 1999 thereof and shall remain in effect until August 31st, 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"

SALARIES AND ADDITIONAL ALLOWANCE

BAND 5

<u>Steps</u>	<u>Effective September 1, 1999</u>	<u>Effective September 1, 2000</u>
1	16.08	16.32
2	16.91	17.16
3	17.79	18.06

Additional Allowance

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

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

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

DATE AREA S FOLLO

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

Signing Bonus \$300 per employee for full-time equivalent (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

Vivien Kastris
Chairperson, Local 218
Canadian Union of Public Employees
(Educational Assistants)
c/o St. Elizabeth Seton

Dear Vivien:

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/Clerical/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

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