

New

2001-2003

COLLECTIVE AGREEMENT

BETWEEN

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD

(Hereinafter called the "Board")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3615

(Hereinafter called the "Union")

1270 (01)

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ARTICLE I: PREAMBLE

1.01 It is the purpose of both Parties to this Agreement:

- a) To maintain the harmonious relations which exist between the Employer and its employees;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to hours of work, wages, benefits, and working conditions of employees as covered within this Agreement;
- c) To encourage efficiency in operation of the Employer's business;
- d) To promote the morale, well being and security of all employees of the Employer as detailed in this Agreement.

ARTICLE II: MANAGEMENT RIGHTS

2.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Board and its administration.

Without limiting the generality of the foregoing, the Employer's rights shall include the right to hire, direct, promote, demote, classify, transfer, suspend and lay-off employees and also the right of the Employer to discipline or discharge any employee for just cause. Provided, however, that a claim of discharge, suspension, demotion or discipline without just cause, by an employee who has acquired seniority, or that the Employer has exercised any of its other rights contrary to the terms of this Agreement, may be the subject of a grievance and dealt with as hereinafter provided.

2.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The methods, processes and means of operation used, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings and machinery are solely and exclusively the responsibility of the Employer, subject to the terms of this Agreement.

The Employer also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this Agreement. Copy of rules and regulation to be sent to the secretary of the Union.

ARTICLE III: RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Board recognizes the Union as the sole and exclusive bargaining agent for all office and clerical employees and educational assistants of the Huron-Perth Catholic District School Board in the Counties of Huron-Perth, save and except supervisors and those above the rank of supervisor and the secretaries to the Director of Education and the Superintendents of the Board and persons for whom any trade union holds bargaining rights as of May 13, 1991.

ARTICLE IV: UNION MEMBERSHIP REQUIREMENT

4.01 All Employees to be Members

All employees covered by this Agreement shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of continued employment, all new employees covered by this Agreement shall become and remain members in good standing of the Union within ninety days of employment with the Employer.

ARTICLE V: CHECK-OFF UNION DUES

5.01 The Employer shall deduct from every employee covered by this Agreement, any monthly dues, initiation fees or assessment levied in accordance with the Union constitution and/or by-laws, and which are owed to the Union.

5.02 The Union shall provide the Board with a schedule of dues for each class of Employee as soon as these are available. Deductions shall be made from each pay period of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of names and addresses of all employees from whose wages the deductions have been made, together with the amount deducted from each and the total amount of said deductions and the total of regular earnings of the unit.

ARTICLE VI: COMPLAINT PROCEDURE

6.01 It is the mutual desire of the Parties hereto that all differences between the Parties arising from the interpretation, application, administration or alleged contravention of the Agreement be settled as quickly as possible, any such differences may be dealt with under this Article.

6.02 An employee or representatives of the Canadian Union of Public Employees in the case of a complaint dealing with the agreement affecting the staff as a whole, may make an inquiry on any matter arising from the interpretation, application, administration or alleged contravention of the Agreement.

- 6.03 If the employee or the representatives of the Canadian Union of Public Employees have a complaint, they shall make a request in writing for a meeting with the appropriate supervisor to discuss the complaint, provided that the request is within twenty (20) working days after the employee or representatives of the Canadian Union of Public Employees become aware of or ought to have become aware of the incident or circumstances giving rise to the complaint.
- 6.04 If such a complaint is not settled between the employee or the representatives of the Canadian Union of Public Employees and the appropriate supervisor within ten (10) working days following the meeting of the two, it shall be treated as a grievance.

ARTICLE VII: GRIEVANCE PROCEDURE

- 7.01 In the event of a grievance by any employee employed by the Board or any representatives of the Canadian Union of Public Employees, the Employee or the representatives of the Canadian Union of Public Employees shall take the matter up with the Director of Education or designate within ten (10) working days from the date on which the matter became a grievance by submitting a registered letter outlining:
- a) the grievance,
 - b) the relevant article or clause of the Agreement being misinterpreted, misapplied or incorrectly administered,
 - c) the action which would rectify the situation
- All grievances shall originate from the procedure outlined in Article 6.
- 7.02 The Director of Education or designate shall arrange a meeting with the employee concerned or the representatives of the Canadian Union of Public Employees within five (5) working days of receipt of the letter of grievance.
- 7.03
- a) The Director of Education or designate shall give his decision by registered letter to the employee concerned or the representatives of the Canadian Union of Public Employees within five (5) working days after the meeting.
 - b) **An** employee may, if he or she wishes, be accompanied to the meeting with the Director of Education or designate by a person who is a member of the Canadian Union of Public Employees executive.

- 7.04 If a satisfactory settlement is not reached, the employee or the representatives of the Canadian Union of Public Employees may, within ten (10) working days of receipt of the Director of Education or designate's letter, refer the grievance to a special meeting of members of the Negotiating Committee of the Board and members of the Employees' Salary Negotiating Committee.
- 7.05 Each such committee shall be composed of a maximum of four (4) members.
- 7.06 Such special meeting shall be held within ten (10) working days of receipt by the Secretary of the Board of a written request from the Canadian Union of Public Employees or within such further time as may be mutually agreed upon.
- 7.07 No matter other than the grievance in question shall be discussed except by the mutual consent of the Parties.
- 7.08 Whenever any grievance cannot be settled within ten (10) working days after it has been discussed at such special meeting between the Committees, or within such further time as may be mutually agreed upon, it may be referred to arbitration.
- 7.09 At any stage of the Grievance Procedure, the time limits imposed upon either party may be extended by mutual agreement.

ARTICLE VIII: ARBITRATION PROCEDURE

- 8.01 When either Party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other Party of the grievance and shall at the same time name one person as its appointee to the Arbitration Board.
- 8.02 The recipient of the notice shall, within five (5) working days of receipt of same, name one person as its appointee to the Arbitration Board. If the recipient fails to name a nominee within the five (5) working days, the Party requesting arbitration shall apply to the Labour Relations' Board for the appointment of a nominee.
- 8.03 The two (2) appointees shall, within five (5) working days of the appointment of the latter, meet or contact each other in an endeavour to agree upon a third person to act as Chairperson. If the two appointees fail to agree upon a Chairperson within the said five (5) working days, they shall request the Ontario Labour Management Arbitration Commission to appoint a Chairperson forthwith.
- 8.04 The proceedings of the Arbitration Board shall be expedited by the Board and the Canadian Union of Public Employees. The decision of the majority of the Arbitration Board shall be final and binding on the Parties, but the Board of Arbitration shall not be authorized to make, nor shall they make any decision or

recommendation inconsistent with the provisions of the agreement, nor shall they have the power to add to, subtract from or modify any of the terms of this Agreement.

- 8.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 8.06 Each Party shall bear the expense of its own appointee and its witnesses and the expense of the Chairperson shall be shared equally by both Parties. No costs of any arbitration shall be awarded to or against either Party.
- 8.07 No person may be appointed as an Arbitrator who has been involved in any attempt to settle the grievance.
- 8.08 Nothing in this Agreement or the other subsections of this Article shall prevent the Parties of this Agreement from agreeing on a single Arbitrator, to hear and decide any matter which may be referred to arbitration. If the Parties agree to the use of a single Arbitrator, then the cost of such Arbitrator shall be shared equally by the Parties.

ARTICLE IX: DISCHARGE, SUSPENSION AND DISCIPLINE

- 9.01 **Warning**
Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. If the employee being censured deems it necessary, the local Union Steward will be permitted to be present at the time of censure.
- 9.02 **Discharge Procedure**
An employee who has completed the probationary period may be dismissed but only for just cause and only upon the authority of the Employer. An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7, Grievance Procedure.
- 9.03 The discipline or dismissal of a probationary employee shall neither be made the subject of a grievance nor submitted to arbitration.

ARTICLE X: OVERTIME DEFINED AND OVERTIME RATE

10.01 All time worked beyond the normal work day of 7 hours or the normal work week of 35 hours for ten month employees, or on a holiday shall be considered overtime.

All time worked beyond the normal work day of 7 1/2 hours or the normal work week of 37 1/2 hours for twelve month employees, or on a holiday shall be considered overtime.

10.02 a) All employees shall receive time and one-half for all hours worked beyond the normal work week defined in Article 10.01.

b) All employees may be permitted, by mutual agreement, to receive time off in lieu at the rate of 1.5 hours for every one (1) hour worked at a time to be mutually agreed upon by the employee and the employer.

ARTICLE XI: HOURS OF WORK

11.01 a) The hours of work for all employees shall be those determined by the Director of Education or designate in a manner which best meets the needs of the school, consistent with past practice.

b) No employee shall be asked to work prior to 8:00 A.M. or after 5:00 P.M.; except by mutual agreement of the employee and the employer.

c) The regular work week for the period beginning the Friday following Canada Day to the second last full week of August inclusive, shall be scheduled to allow eleven (11) or twelve (12) month employees to leave each Friday afternoon no later than 1:00 p.m. but not earlier than noon, provided the employee does not work less than seven (7) hours on each of the immediately preceding days, Monday to Thursday (Statutory Holidays excepted) and that the employee's total hours for the week have been worked.

11.02 Effective September 1, 2001 the daily hours for the School Secretary shall be as determined by the Board's staffing formula and shall be based on the FTE students per school on October 31 of the previous school year (Board Policy 3A:6).

11.03 a) The daily hours for educational assistants shall be flexible in order to meet the specific needs of the exceptional child (children) for whom they assist the teacher during the instructional day. Their hours of work shall include at least a 30 minute uninterrupted lunch period and whereas entitled to.

- b) If an Educational assistant is asked to accompany a teacher's class on a trip, with permission of the Director of Education or designate and by mutual agreement of the Educational assistant, and if the Educational assistant is absent from the school longer than seven (7) hours, all hours over 7 hours, shall be paid at time and one-half (1-1/2). For any trip of twenty-four (24) hours, the Educational assistant will have meals and accommodation provided and will not be paid for more than 16 hours per day.

11.04 In the event of absences, the employer will provide qualified replacement staff for all employees. The responsibility of ensuring that a temporary employee is obtained to replace an absent employee lies with the immediate supervisor. The immediate supervisor will develop a list of qualified replacement staff from the applications on file at the Board Office. This provision will not apply during an employee's vacation period.

ARTICLE XII: PAID HOLIDAY

12.01 a) Twelve Month Employees

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving
- Christmas Day
- Boxing Day

Plus one floater day

b) Ten Month Employees

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving
- Christmas Day
- Boxing Day

Plus one floater day

The calculation of the amount to be paid for a Statutory holiday will be in accordance with the Employment Standards Act.

- 12.02 When any of the aforementioned paid holidays fall on a Saturday or Sunday, the Friday preceding or the Monday following the paid holiday will be considered the paid holiday as determined by the Director of Education or designate.
- 12.03 When the paid holiday occurs during a twelve month employee's annual vacation, the employee shall be guaranteed an additional day, the time to be arranged between the employee and the appropriate supervisor.
- 12.04 The floater day shall be taken on a day mutually acceptable and arranged between the employee and the appropriate supervisor.

ARTICLE XIII: VACATIONS

- 13.01 **All** employees shall receive an annual vacation or vacation pay in accordance with credited service prior to July 1 of each year as follows:

a) Twelve Month Employees

Less than 1 year	-	1 working day for each completed month to a maximum of 10 days
1 year or more	-	2 weeks
3 years - 9 years	-	3 weeks
10 years - 19 years	-	4 weeks
20 years - 24 years	-	5 weeks
25 years and up	-	6 weeks

b) Ten Month Employees

Less than 1 year	-	4%
1 - 2 years	-	4%
3 - 9 years	-	6%
10 - 19 years	-	8%
20 - 24 years	-	10%
25 years and up	-	12%

Requests for vacations from twelve month employees shall be made in writing to the Director of Education or designate prior to April 15 of the year of the vacation

entitlement. Ten month employees shall take vacation during the normal school vacation periods, namely Christmas break, Mid-term Break, and July and August.

- c) Vacation pay for employees working ten months (or less) per year shall be calculated on total wages earned as defined in the Employment Standards Act and shall cover the period July 1 to June 30. Vacation pay shall be included in the employees bi-weekly pay in accordance with Article 13.01 b).

ARTICLE XIV: SICK LEAVE CREDIT SYSTEM

- 14.01 A sick leave credit system shall be established for all employees covered by this Agreement.
- 14.02 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Worker's Compensation Act.
- 14.03 The administration of the system shall be vested in the Director of Education or designate who shall have the authority to allow or disallow any sick leave credit.
- 14.04 All employees covered by this Agreement shall be allowed two (2) days sick leave per month worked, prorated to the hours worked and shall be entitled to one hundred percent (100%) of the unused portion of his/her accumulated sick leave credit.
- 14.05 The maximum accumulation of sick leave credit shall be two hundred and forty (240) days. The accumulation shall not be less than zero.
- 14.06 To qualify for days absent due to personal illness, the Director of Education or designate may request a medical or dental doctor's certificate. If a doctor refuses to provide a certificate, the employee shall so inform the Director of Education or designate who may contact the doctor for confirmation.
- 14.07 WSIB
When Workers' Safety and Insurance Board is in effect, all salary benefits allowed by Workers' Safety and Insurance Board shall be paid to the Board. The difference between the employee's salary and the amount paid by W.S.I.B. shall be paid by the Board until the employee's sick leave accumulation is depleted. The number of days deducted from sick leave credit shall be in proportion to the percentage of the employee's salary paid by the Board.

14.08 The Director of Education or designate shall keep a register in which shall be entered the credits, accumulated credits and deductions from the accumulation. A statement indicating the credits accumulated and the total accumulation at the end of the previous year shall be provided to each employee covered by this plan.

14.09 Retirement Allowance

- a) An employee who has served with the Board or predecessor Board for twelve (12) consecutive years and who has resigned and qualifies for a pension under OMERS or CPP shall be entitled to a sick leave gratuity on retirement.
- b) The amount of the gratuity shall be a maximum of twenty percent (20%) of gross salary at the time of retirement based on the employee having an unused accumulated sick leave credit of 200 days. Should an employee have fewer than 200 days accumulated sick leave credit, the amount of the gratuity shall be factored accordingly.
- c) The sick leave gratuity will be paid following retirement in the following manner as requested by the employee:
 - i) one payment
 - ii) four equal yearly payments
- d) In the event that the employee dies after the retirement but before having received the full Sick Leave Gratuity, the balance of any such Gratuity shall be paid to the Estate of the employee.
- e) In the event of death of an employee with a minimum of twelve (12) consecutive years employment with the Board prior to retirement, and where death occurs before retirement, the benefits of this plan shall be paid to the employee's estate.

ARTICLE XV: BEREAVEMENT LEAVE

15.01 An employee is entitled to leave without loss of pay for a period of up to five (5) days for the purpose of attending the funeral of a member of his/her immediate family (spouse, children, mother, father, brother, sister, grandmother, grandfather, grandchildren, guardian, brother-in-law, sister-in-law) or the immediate family of his/her spouse (mother, father, sister, brother, grandmother, grandfather, guardian). The employee will notify the immediate supervisor of his/her absence.

15.02 An employee may be granted a leave with the approval of the immediate

supervisor without loss of pay for a period of one (1) day for attending of a funeral of any other relative not mentioned in 15.01 above.

- 15.03 The Director or designate may, at his/her discretion, allow a leave of absence of one (1) day without loss of pay to attend the funeral of a person not mentioned in 15.01 or 15.02 above.
- 15.04 The Director or designate may, at his/her discretion, allow more time off for 15.01, 15.02 or 15.03 above, subject to their respective conditions.

ARTICLE XVI: JURY DUTY OR CROWN SUBPOENA

- 16.01 An employee who is absent by reason of a summons to serve as a juror, or as a Crown subpoenaed witness in any proceeding to which he/she is not a party or one of the persons charged (unless the employee, as a result of carrying out the express orders of the Board, has initiated court action or has been subpoenaed or charged), shall not suffer loss of salary because of such absence.

The employee shall pay to the Board any fee, exclusive of travelling allowance and living expenses, received from the court as a juror or witness. A copy of the summons or subpoena must be submitted to the Director of Education or designate.

ARTICLE XVII: MATERNITY, ADOPTION AND SPECIAL LEAVE

- 17.01 Pregnancy/Parental Leave
- i) Pregnancy/Parental Leave shall be granted under the Employment Standards Act, December 1990, or as amended from time to time.
 - ii) An employee shall be granted Pregnancy/Parental Leave during her first and subsequent years of employment with the Board.
 - iii) Pregnancy/Parental Leave shall be without regular pay. The Board shall, however, establish a registered and approved Supplementary Employment Insurance Benefit Plan (SUB-P). As part of this plan, the Board shall pay 95% of employee's salary during the two week waiting period.

Such salary shall be paid on the last day prior to the commencement of the leave. The Board shall pay its share of the employee's benefits for the statutory period of Pregnancy/Parental Leave granted under the Employment Standards Act.
 - iv) The Board shall be under no obligation to make any contributions to the

employee's pension fund on behalf of the employee. Statutory Pregnancy/Parental Leave granted under the Employment Standards Act shall count as work experience.

- 17.02 Paternity Leave
Leave of absence without loss of pay occasioned by and around the time of birth shall be granted to the father. Such leave shall be for a total of not more than three (3) days and shall be at the times mutually agreed upon between the principal or supervisor and the employee
- 17.03 Adoption Leave
Where an employee officially adopts a child, he/she shall be granted a leave of absence under the same terms as contained in Article 17.01. For purpose of this article, Article 17.02 shall apply equally to the mother.
- 17.04 Extended Parental Leave
The Board, at its discretion, may grant to an employee who requests in writing, a leave without pay. During the leave, the employee will maintain but not add to his/her total years of continuous experience with this and predecessor Boards. Current benefit plans will be made available to an employee while he/she is on an Extended Parental Leave subject to the employee paying full cost of these benefits.
- 17.05 Special Leave
- a) An employee may be granted up to two (2) days leave in any one year, without loss of pay and without deduction from sick leave credit for urgent personal reasons approved by the Director of Education or designate.
 - b) An employee may be granted one (1) day leave, in any one year, with loss of pay, without deduction from sick leave, under special circumstances approved by the Director of Education or designate.
 - c) The Director of Education or designate may, at his/her discretion, allow more time off for a), or b).
- 17.06 Leave Without Pay
An employee may be granted an extended total personal leave of absence without pay for up to a year. Requests for such leave shall be considered on an individual basis. Requests for such leave shall be submitted to the Director of Education or designate for his/her consideration/approval. Such a leave shall not be granted for employment elsewhere.
- 17.07 An employee who is absent for reasons other than those specified in Article 17.02 and 17.05, or due to extenuating circumstances requires to exceed the limitations contained therein, may with the approval of the Director of Education or designate be granted a special leave of absence without pay.

Except for extenuating circumstances (i.e. medical care) these leaves must be consecutive days, not used for employment elsewhere, and such leaves shall not be renewed within a 36 month period.

ARTICLE XVIII: UNION BUSINESS

- 18.01 a) Representatives of the Union shall not suffer any loss of pay for attendance at joint Board/Union meetings and/or Board/Union Committees. Union representatives may request, in writing, coverage of their positions.
- b) The Union may appoint or otherwise select a Bargaining Committee which shall be composed of not more than four (4) employees, one (1) of whom shall be the President of the Local. Such committee shall represent the Union in all negotiations with representatives of the School Board for renewal of this Agreement.
- c) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the School Board.
- 18.2 Leave of absence without pay and without loss of seniority or benefits shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at Union conventions up to a maximum of ten (10) person days per year.
- 18.03 An employee who is selected, appointed or elected to a full-time position with the Union or its affiliated bodies will be granted a leave of absence without pay of up to two (2) years without loss of seniority. After the leave the employee will return to the position held immediately prior to the leave provided such position still exists. The employee will be replaced by a temporary employee for the duration of the leave. The Union agrees to reimburse the employer for all benefit costs, including pension, during this leave of absence. The parties agree to meet to determine whether this repayment is monthly or any other time period that is agreeable to the parties.

ARTICLE XIX: METHOD OF PAYMENT OF WAGES

- 19.01 Employees will receive their wages through direct deposit every second Thursday for the pay period ending the Friday previous.

ARTICLE XX: PENSION PLAN

20.01 The Board will provide a pension plan for employees covered by this Agreement working at least fourteen (14) hours per week in accordance with the provisions of the Ontario Municipal Employees' Retirement System (O.M.E.R.S.). Employees becoming eligible for the first time under this Agreement shall participate in the plan one (1) month after the signing of this Agreement.

ARTICLE XXI: SENIORITY

21.01 Seniority shall be obtained and exercised on a departmental basis. Departments are as follows:

- i) Educational assistants
- ii) Secretarial/Clerical employees

a) Seniority is defined as the length of continuous service with the Board or its predecessor Board and shall be used in determining preference priority for permanent transfers, demotions, layoffs, permanent reduction of the work force and recall. Seniority shall operate on a departmental basis.

b) Effective September 1, 1994 seniority shall be based on hours worked with the employer from the date of hire. For the purpose of transfer of seniority from part-time status to full-time status, a part-time employee will be granted full-time seniority based on one thousand five hundred (1500) hours of accumulated seniority equalling one (1) year of full-time seniority with the appropriate pro rating of part-time hours based on this equivalency.

21.02 a) An employee shall be considered a probationary employee until he/she has completed six (6) calendar months of service after which time his/her name shall be placed on the seniority list mentioned in Article 21.03 and his/her seniority shall date back to the date of his/her last hiring. The discharge or termination of a probationary employee will be at the discretion of the Employer.

b) If the regular employee is rehired within twelve (12) calendar months from his/her original date of hire, then the amount of time originally worked will count towards the completion of the probationary period.

21.03 Seniority lists will be revised and a copy given to the bargaining unit in September of each year showing each member's seniority as of September 1.

21.04 The Board may hire a temporary member as per the definition in Article XXII. The Board must notify the bargaining unit, in writing, of the name of the

temporary member, the expected term of employment, as well as the work site' and position. Temporary and replacement members shall be paid in accordance with this agreement and they shall pay union dues while employed in a bargaining unit position. Temporary and replacement members are not entitled to seniority.

- 21.05 Employees of the Board who are transferred to this bargaining unit shall have their full length of service with the Board credited for vacation entitlement only.
- 21.06 A permanent member may transfer to a non-union replacement or temporary position and seniority shall be maintained and accumulated. Such transfer shall not exceed twelve (12) months without mutual agreement of the parties. Union dues shall continue to be deducted during this time. The Board agrees to consult with the Union prior to transferring a member to a temporary or replacement non-union position.
- 21.07 Seniority rights and a member's employment will be deemed to have terminated if a member:
- a) resigned from employment with the Board;
 - b) is discharged and is not reinstated through the grievance or arbitration procedure;
 - c) accept a permanent position with the Board outside the bargaining unit; or
 - d) retires or is retired from employment with the Board according to Board policy.
- 21.08 The foregoing provisions of Article 21:00 Seniority shall not apply to students employed during the school vacation period.

ARTICLE XXII: TEMPORARY EMPLOYEES

- 22.01 The Employer may hire a temporary employee(s) for a period not to exceed twelve (12) calendar months for short term illness, long term disability, W.S.I.B., adoption/maternity leave and special projects or other approved leave of absence, and such employees shall not hereby become regular or probationary employees and will not be covered by any terms and conditions of this Agreement, and shall receive the rate of pay in schedule "A" and all fringe benefits. In the event any such temporary employee is made a regular employee after twelve (12) calendar months (or such further period as may be agreed upon by the parties) then his/her seniority will be backdated. It is the intention of the parties that no employee who has acquired seniority under this Agreement will be laid off by reason of the Employer hiring employees under this Article.

In each pay period, the Employer will deduct from the pay of all temporary employees an amount equal to its regular monthly Union dues. The Employer

shall notify the Union in writing of all temporary employees hiring date.

ARTICLE XXIII: VACANCIES

- 23.01 A vacancy is defined as a position that is declared vacant by reason of the establishment of a new position within the bargaining unit, an employee's retirement, resignation, termination, death or after an employee has received benefits under the Group Long Term Disability Plan for a period of five (5) consecutive years.
- 23.02 When a vacancy occurs in any position within any department whether permanent or temporary within any department covered by certified bargaining unit employees, written notice of such vacancy shall be given within seven (7) working days to all certified bargaining unit employees including temporary employees. Such written notice will be posted on First Class. The school secretary will print and post the notice on the staff bulletin board. During the summer months, notice will be sent directly to each employee by the Board. Any such employee may file with the Director of Education or designate his/her desire to apply for such vacancy.
- 23.03 Appointments shall be made of the senior applicant with the required qualifications to meet the requirements of the vacant position.
- 23.4 The Union shall be notified of all full-time, part-time permanent or temporary appointments, promotions, demotions, hiring, transfers, layoffs, recalls, resignations, retirements, deaths, or any other terminations of employment affecting the bargaining unit.
- 23.05 An employee is expected to give, in writing, one (1) month's advance notice of intended resignation. Employees who intend to resign in June, July or August should tender notice of termination on or before June 1st.
- 23.06 The official transfer of an Educational Assistant will normally occur at the end of the regular school breaks; Christmas, March break and the end of June. This does not apply to an Educational Assistant who would be eligible for an increase of hours.

ARTICLE XXIV: BENEFITS

- 24.01 Employees may choose no later than September 15 biannually whether to participate fully or partially in the benefit plans negotiated and contained in the Collective Agreement with the Elementary Teachers. This option can only change as a result of extenuating circumstances agreed upon by the bargaining unit and the Director or Designate. In the event that an employee does not

participate he/she shall receive one dollar and thirty-three cents (\$1.33) per hour minus the cost of Life Insurance in lieu of benefits. If the employee partially participates the one dollar and thirty-three cents (\$1.33) per hour will be adjusted accordingly.

24.02 If, during the term of this agreement, the rates alter (+/-) from those contained in Appendix B, a corresponding adjustment will be made to the rate contained in Article 24.01 effective with the date of such change.

24.03 The Board, by including an allowance of one dollar and thirty-three cents (\$1.33) per hour in lieu-of-benefits, makes available at the employee's option and full cost, the following group coverage:

- a) Extended Health Care (including vision)
- b) Semi-Private Hospital Coverage
- c) Dental Plan No. 9 with Riders 2 & 3
- d) Long Term Disability Insurance
- e) Deluxe Travel

EXCEPTION

- f) Life Insurance at 2 times salary including A.D. & D and Dependants life is a condition of employment for all employees. An employee may elect for an additional 1 X earnings with the additional premium being paid by the employee.

24.04 In the event the employee participates fully in the benefit plans the following will apply in-lieu of Articles 24.01, 24.02 and 24.03. All benefit plans and improvements from time-to-time will be those negotiated and contained in the Elementary Teachers' Collective Agreement.

A] Definitions

- a) Full Time Employee - means an employee whose weekly hours of work are 20 or more.
- b) Part-time Employee - means an employee whose weekly hours of work are less than 20.
- c) Dependent - means an employee's spouse and unmarried children, excluding any of the following:
 - any person who qualifies as an employee
 - any person residing outside of Canada or the United States
 - any child under 15 days of age
 - any child who has attained age 21

A child up to age 25 is considered a dependent if he/she is in full-

time attendance at a bona fide diploma or degree granting institution. No person may be considered to be dependent of more than one employee.

- d) Eligible Employee - means a permanent full-time or permanent part-time employee who has not filed with the Board evidence of coverage as provided by spouse, or other exemption certificate.
 - e) Age 65 - means an employee's 65th birthday.
- B] **Seem-Private Hospital Insurance** - unlimited (Ontario Blue Cross or equivalent) The Board will participate in the cost of single or family coverage as requested by the employee at
- a) 90% for a full-time employee, and
 - b) 45% for a part-time employee
- C] **Extended Health Care** (Ontario Blue Cross or equivalent) An extended Health Care plan including a Vision Care provision of \$200/24 months is provided. The Board will participate in the cost of single or family coverage as requested by the employee at
- a) 90% for a full-time employee, and
 - b) 45% for a part-time employee.
- D] **Dental Insurance Plan** (Ontario Blue Cross Plan No. 9 with Riders 2, 3 and 4 to a maximum of \$2,000 per family member)
(Current ODA Fee Schedule, less two years)
A Dental Insurance plan is provided. The Board will participate in the cost of single or family coverage as requested by the employee at
- a) 90% for a full-time employee, and
 - b) 45% for a part-time employee.
- Note: "Current O.D.A." means "at September" of the contract year.
- E] **Group Life Insurance (OTIP or equivalent)**
- a) A Group Life Insurance Plan, to age 65, is provided and is a condition of employment to the extent of 2 X earnings to the nearest 1,000 including AD & D for full time and part-time employees with 80% of the premium paid by the Board. An employee may elect for an additional 1 X earnings with the additional premium being paid by the employee.
 - b) Dependents' Life is made available in the amount of \$10,000 for spouse and \$5,000 for wholly dependent children with the full cost being paid by the employee.

F] **Deluxe Travel Insurance** (Blue Cross or equivalent)

A Deluxe Travel Assistance Program (out of country) is provided. The Board will participate in the cost of single or family coverage as requested by the employee at:

- a) 90% full-time employee
- b) 45% part-time employee

G] **Long Term Disability Income Plan** (CPP Primary Offset)

The Board will make available to "full time" and "part time" employees for a period of disability from the sixty-first (61st) working day, (terminating when the employee qualifies for a pension or until age 65, whichever first occurs) a wage-loss replacement plan as provided by OTIP, Option D, having a monthly benefit of 100% of monthly income while sick-leave credits exist (.4 days for each day of qualified disability charged to sick leave) and 60% thereafter, provided that:

- a) The Board is not required to participate in the cost except to the extent of administrative services, and
- b) The annual cost is deducted from the employee on a bi-weekly basis.

Note: Ten month employees will be required to pay the full cost of all benefits for the months of July and August.

24.05 Where a reduced premium has been approved by the Employment Insurance Commission, the Board will refund to each employee two-thirds of the amount so reduced.

ARTICLE XXV: LAY-OFFS AND RECALLS

25.01 Both parties recognize that job security shall increase in proportion to length of service, therefore, in the event of a lay-off employees shall:

- a) Be notified of layoff at least two (2) weeks prior to the effective date unless the cause of layoff is beyond the Board's control.
- b) Employees shall be laid off in reverse order of seniority and may displace less senior employees on a departmental basis, provided they can perform the work with reasonable introductory instruction, and provided they accept the hours of work and location for that position.

- c) A layoff, for the purpose of this article, shall be defined as a reduction in the workforce or a reduction in the regular hours of work per week as defined in this Collective Agreement.
 - i) Employees who work 20 hours or more per week will only displace employees who work more than 20 hours per week.
 - ii) Employees who work less than 20 hours per week will only displace employees who work less than 20 hours per week.

25.2 Employees shall be recalled in the order of their seniority. Recall notices shall be forwarded by registered mail to the employee's last known address. Failure to respond within seven (7) days from the day the letter is registered, he/she shall be considered as terminated. If the employee is not recalled within twenty-four (24) months of layoff, he/she shall be considered as terminated.

25.3 No new employees shall be considered for hire until those laid off have been given an opportunity of recall.

25.4 Regular work shall be assigned by classification and seniority of the employees affected.

ARTICLE XXVI: TECHNOLOGICAL CHANGE

- 26.01
- a) When the employer is considering the introduction of Technological Change, the employer will provide the union with a detailed description of the project it intends to carry out. It shall be the employer's responsibility to provide the required training.
 - b) It shall be the employer's responsibility to provide the required training for any new equipment, devices or computer software applications used in the case of special needs students.

ARTICLE XXVII: GENERAL

27.01 **Bulletin Boards**
Bulletin Board space shall be provided within the schools and the Administration building upon which the Union may post its notice of meetings.

27.02 **Copies of Agreement**
The Employer shall print sufficient copies of the Agreement in booklet form within thirty (30) days of signing, the cost of which shall be shared equally by both Parties.

27.03 If because of severe weather conditions, any educational assistant and/or a full

time employee is unable to reach his/her place of employment, such educational assistant or full time employee affected shall be allowed necessary leave of absence without loss of pay. Any other Employee will be allowed to make up lost hours.

- 27.04 No employee shall be required or permitted to make a written or verbal agreement with the Board or his/her representative which may conflict with the terms of this Collective Agreement.

ARTICLE XXVIII: HEALTH AND SAFETY

- 28.01 The Employees shall participate in the joint health and safety committee established by Board policy in accordance with Regulations of the Occupational Health and Safety Act.

ARTICLE XXIX: ADVERSE REPORT

- 29.01 Employees shall be notified in writing of any dissatisfaction concerning their work within twenty (20) working days of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the record for the use against such employee at any time. This article shall be applicable to any complaints or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it related to the work of such employee. The Employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of the record.

ARTICLE XXX: COOPERATIVE COMMUNICATION COMMITTEE

- 30.01 The Union shall have access to the Board's Cooperative Communication Committee. Meetings shall be arranged on a mutually agreeable basis.

ARTICLE XXXI: EMPLOYEE ASSISTANCE PLAN

- 31.01 The Board shall provide its employees with an Employee Assistance Plan at the Board's expense.

ARTICLE XXXII: NEW CLASSIFICATION

- 32.01 Where a new classification which is covered by this Agreement is

established by the Employer and no rate for such classification is provided in the within Agreement, the Employer will determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) days after receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate is given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in this Agreement within fifteen (15) days of such meeting.

ARTICLE XXXIII: PROFESSIONAL DEVELOPMENT

33.01 At least one (1) full day per school year will be provided by the Board for professional development in-service for all permanent members. The Board will determine the scheduled date each year which may coincide with the Board-wide professional activity days planned by other employee groups. The Board will pay each participating permanent member for the member's regular scheduled workday. Mileage and meal expenses are the responsibility of participating members. The bargaining unit agrees to equally share the cost of hosting the professional activities with the Board. The bargaining unit will work with the Board in organizing appropriate professional activities.

ARTICLE XXXIV: USE OF VOLUNTEERS AND CO-OP STUDENTS

34.01 The Board shall not lay off or reduce the hours of a permanent member as a direct result of the use of volunteers or co-op students during the term of this agreement.

34.02 Should a strike or lock-out involving members occur, co-op students and volunteers working directly with members shall be terminated until the labour dispute ceases.

ARTICLE XXXV: RETRAINING, UPGRADING, COURSE NOTIFICATION

35.01 Where the Board specifically requires a member to take particular training in order to enhance a position, the Board will pay the tuition cost, necessary travel expenses and/or a necessary living allowance. Other associated costs will be paid by the Board as agreed to between the Board and the bargaining unit.

35.02 Courses offered to members through the Board's Special Education Department

will be posted on first-class for perusal of all Educational Assistants. The Board will make final determination of who may attend.

ARTICLE XXXVI: VOLUNTARY TRANSFERS

- 36.01 The Parties agree that this Article applies only to the determination of staffing requirements for the upcoming school year.
- 36.02 All permanent members interested in participating in a voluntary transfer for the next school year shall submit a request in writing to the Human Resources Manager for consideration before April 30. A new request must be submitted annually.
- 36.03 All voluntary transfers will apply to transfers with the same job classification only.
- 36.04 All members shall be placed according to bargaining unit seniority in each job classification and according to the member's request (in writing) provided the member(s) concerned have the requirements of the new position to perform the duties of the job without training other than orientation.
- 36.05 It is understood a member will normally accept the transfer which was requested unless otherwise agreed by both the parties.

ARTICLE XXXVII: DETERMINATION OF STAFFING REQUIREMENTS

- 37.01 The Board shall determine the needs and the staffing levels for each school and program for the upcoming school year. In accordance with this determination, when a school has one or more permanent member(s) in a job classification for the upcoming school year greater than the approved staff allocation for the upcoming school year, the member(s) with the least bargaining unit seniority in such job classification in the school shall be available for transfer provided that the member(s) who remain(s) at that worksite or in that program have the ability to perform the job.
- 37.02 Consideration may be given for maintaining stability for students and/or program requirements when determining such placements.
- 37.03 The Board shall endeavour to place any permanent members declared available for transfer under Article XXXV, as well as permanent members who have requested voluntary transfers prior to any vacancies being posted.
- 37.04 In the event that there are insufficient vacancies to place all surplus members, such members shall be laid off in accordance with Article XXV Layoff and Recall and may exercise seniority right accordingly.

37.05 The Board shall consult with the bargaining unit during the above processes, prior to any vacancies being posted.

37.06 The Board shall notify affected members of their placement prior to June 25 if possible.

ARTICLE XXXVII: TERM OF AGREEMENT

38.01 Duration
This Agreement shall remain in full force and effect from September 1, 2001 and shall continue until August 31, 2003, and from year to year thereafter unless in any year not more than ninety (90) days before the date of its termination either party shall furnish the other with notice of termination of, this Agreement.

38.02 Either Party desiring to propose changes to this Agreement shall, by April 15, give notice in writing to the other Party of the changes proposed. Within ten (10) working days of receipt of such notice by one Party, the other Party, is required to enter into negotiations for a new agreement.

38.03 This agreement is binding on the Board, and in the event of the dissolution of the Board or its amalgamation with another Board, upon the amalgamated Board or upon its successor Board, as the case may be. In the event the employer should merge, amalgamate or combine any of its operations or functions with another School Board, the employer will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its employees with the successor employer. The employer agrees to involve CUPE Local 3615 in discussions prior to a merger, amalgamation or combining any of its operations or functions with another School Board.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by their duly authorized representatives this ____ day of October, 2001.

THE HURON-PERTH CATHOLIC
DISTRICT SCHOOL BOARD

CANADIAN UNION
OF PUBLIC EMPLOYEES

APPENDIX "A"

2001-2003 SALARY SCHEDULE

<u>Group 1</u>	<u>Sep. 1, 2001</u>	Educational Assistants, Elementary & Secondary Secretaries (10), Elementary & Secondary Secretaries (12)
0 months	\$13.88	
6 months	\$14.30	
12 months	\$14.71	
18 months	\$15.13	
24 months	\$15.57	
<u>Group II</u>	<u>Sep. 1, 2001</u>	Board Office Secretaries (12) Job Coach/Lifeskills Coach
0 months	\$14.53	
6 months	\$15.25	
12 months	\$15.98	
18 months	\$16.71	
24 months	\$17.43	

For the period September 1, 2002 to August 31, 2003, the members of CUPE, Local 3615 will receive the same percentage increase as the Huron-Perth Teachers receive for the period September 1, 2002 to August 31, 2003.

These rates will be increased by \$1.33/hr. as a payment in lieu of benefits, subject to Article 24.02.

APPENDIX "B"

CALCULATED VALUE OF EMPLOYEE (CUPE) BENEFITS
2001-2003

<u>Item</u>	<u>Family Coverage</u>	<u>Cost/hr</u>	<u>Board's cost</u> <u>@ 90%</u>
Deluxe Travel	2.91/mth	.019	\$31.43
E.H.C. (including Vision)	101.83/mth	.67	1099.76
Dental	92.84/mth	.61	1002.67
Semi-Private	15.84/mth	.10	171.07
Group Life (\$53 M x .238)	12.88/mth	.08 (80%)	123.65
Dependent's Life	<u>3.03/mth</u>	<u>.02</u>	<u>0.00</u>
	\$229.33/mth	1.512	<u>\$2,428.58</u>
Equivalent rate/hr (\$2,428.58 ÷ 1820)		\$1.33	

(11/01/00)

October 1 ■ 2001

LETTER OF INTENT

A Benefits Committee will meet, during the term of this Collective Agreement, to discuss with the Benefits Consultant ways to minimize future cost increases to the Benefit Plans and to investigate the issue(s) of benefits for retired employees.

THE HURON-PERTH CATHOLIC
DISTRICT SCHOOL BOARD

CANADIAN UNION OF
PUBLIC EMPLOYEES

HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD
ELEMENTARY SCHOOL SECRETARIAL ASSISTANCE
EFFECTIVE SEPTEMBER 1, 2001

SCHOOL	FTE	Current Students	Current Hours	Current Weekly (D) Hours	Proposed Hours	Proposed Weekly	Proposed Change Per Week +/-
ST. JOSEPH'S, KINGS.	75.0	737.3	18.4	1000.0	25.0	6.6	
ST. COLUMBAN	158.0	1082.5	27.1	1200.0	30.0	2.9	
OUR LADY OF MT. CARMEL	164.0	1094.2	27.4	1200.0	30.0	2.6	
ST. PATRICK'S, DUBLIN	103.0	949.5	23.7	1000.0	25.0	1.3	
ST. PATRICK'S, KINKORA	188.0	1264.0	31.6	1200.0	30.0	-1.6	
ST. JOSEPH'S, CLINTON	113.0	952.9	23.8	1000.0	25.0	1.2	
PRECIOUS BLOOD	149.0	1127.5	28.2	1200.0	30.0	1.8	
ST. MARY'S, GODERICH	329.5	1746.6	43.7	1800.0	45.0	1.3	
ST. JAMES	216.5	1348.5	33.7	1400.0	35.0	1.3	
HOLY NAME	360.0	1712.0	42.8	2000.0	50.0	7.2	
SACRED HEART	138.5	1112.5	27.8	1000.0	25.0	-2.8	
ST. BONIFACE	217.0	1448.0	36.2	1400.0	35.0	-1.2	
ST. MARY'S, HESSON	151.0	1023.0	25.6	1200.0	30.0	4.4	
JEANNE SAUVE	240.5	1271.0	31.8	1400.0	35.0	3.2	
ST. AMBROSE	317.0	1824.0	45.6	1800.0	45.0	-0.6	
ST. JOSEPH'S, STRATFORD	82.5	688.3	17.2	1000.0	25.0	7.8	
ST. ALOYSIUS	351.0	1678.9	42.0	2000.0	50.0	8.0	
TOTAL	3353.5	21060.7	31.0	22800.0	33.5	2.6	

< THAN 150 FTE	25 HRS PER WEEK
150 BUT < THAN 200 FTE	30 HRS PER WEEK
200 BUT < THAN 250 FTE	35 HRS PER WEEK
250 BUT < THAN 300 FTE	40 HRS PER WEEK
300 BUT < THAN 350 FTE	45 HRS PER WEEK
350 BUT < THAN 400 FTE	50 HRS PER WEEK

Starting with the school year 2001-02 the New Formula will come into effect. The FTE will be October 31 of the previous year. A school allocation will only be reduced once the FTE is less than 10 students below the minimum of the school's category on the October 31 count date.

Secondary School (St. Michael) allocation will be increased by 250.5 hours effective September 1, 2001.