

RECEIVED
AUG 31 2009

2008-2012

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")

12763/04,

TABLE OF CONTENTS

	Page
ARTICLE 1: PREAMBLE	1
ARTICLE 2: MANAGEMENT RIGHTS	1
ARTICLE 3: RECOGNITION AND NEGOTIATIONS	1
ARTICLE 4: UNION MEMBERSHIP REQUIREMENT	2
ARTICLE 5: CHECK-OFF UNION DUES	2
ARTICLE 6: COMPLAINT PROCEDURE	2
ARTICLE 7: PERSONAL FILES	3
ARTICLE 8: GRIEVANCE PROCEDURE	3
ARTICLE 9: ARBITRATION PROCEDURE	4
ARTICLE 10: DISCHARGE, SUSPENSION AND DISCIPLINE	5
ARTICLE 11: OVERTIME DEFINED AND OVERTIME RATE	6
ARTICLE 12: HOURS OF WORK	6
ARTICLE 13: PAID HOLIDAY	7
ARTICLE 14: VACATIONS	8
ARTICLE 15: SICK LEAVE CREDIT SYSTEM	9
ARTICLE 16: BEREAVEMENT LEAVE	10
ARTICLE 17: JURY DUTY OR CROWN SUBPOENA	10
ARTICLE 18: MATERNITY, ADOPTION AND SPECIAL LEAVE	10
ARTICLE 19: UNION BUSINESS	12
ARTICLE 20: METHOD OF PAYMENT OF WAGES	13
ARTICLE 21: PENSION PLAN	13
ARTICLE 22: SENIORITY	13
ARTICLE 23: TEMPORARY EMPLOYEES	14
ARTICLE 24: JOB POSTINGS/VACANCIES	15
ARTICLE 25: BENEFITS	15
ARTICLE 26: LAYOFFS AND RECALLS	18
ARTICLE 27: TECHNOLOGICAL CHANGE	19
ARTICLE 28: GENERAL	19
ARTICLE 29: HEALTH AND SAFETY	19
ARTICLE 30: ADVERSE REPORT	19
ARTICLE 31: COOPERATIVE COMMUNICATION COMMITTEE	20
ARTICLE 32: UNION MANAGEMENT COMMITTEE	20
ARTICLE 33: EMPLOYEE ASSISTANCE PROGRAM	20
ARTICLE 34: NEW CLASSIFICATION	20
ARTICLE 35: PROFESSIONAL DEVELOPMENT	21
ARTICLE 36: CONTRACTING IN/CONTRACTING OUT	21
ARTICLE 37: RETRAINING, UPGRADING, COURSE NOTIFICATION	21
ARTICLE 38: TERM OF AGREEMENT	21
APPENDIX A: SALARY SCHEDULE	23
APPENDIX B: CALCULATED VALUE OF EMPLOYEE BENEFITS	24
APPENDIX C: ALLOCATION OF SECRETARIAL HOURS	25
APPENDIX D: LETTER OF UNDERSTANDING- BENEFITS COMMITTEE	26

APPENDIX E: LETTER OF UNDERSTANDING - SUPERVISION	27
LETTER OF AGREEMENT (Staffing Numbers)	28
LETTER OF UNDERSTANDING – EDUCATIONAL ASSISTANTS & LIBRARY TECHNICIANS – INCREMENTAL HOURS OF WORK	29
LETTER OF UNDERSTANDING – ELEMENTARY OFFICE SUPPORT WORKERS	30

ARTICLE 1: 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 2: 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 3: 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, library technicians 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 4: 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 5: 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 6: 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 7: PERSONAL FILES

7.01 a) A personal file is defined **as** any and all documentation the Board has regarding an employee. **An** employee shall have access during normal business hours to his/her personal file upon written request **to** the Director and/or designate. **An** employee shall also have access to his/her personal in-school data file. The employee may copy any material contained in these files.

An appropriate board official shall be present when an employee reviews his/her file and the employee may be accompanied by an individual of his/her choice.

- b) Where an employee authorizes, in writing, access to that employee's personal file by another person acting on the employee's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- c) Employees shall receive copies of any materials placed in their personal files.
- d) Copies of any document respecting the performance or conduct of **an** employee shall be given to the employee.
- e) The signature of an employee on any document respecting the performance or conduct of that employee shall be deemed to be evidence only of the receipt thereof and shall not be construed **as** approval of, consent to, or agreement with the contents.
- f) An employee shall have the right to place material in the employee's files.
- g) An employee shall be entitled to append comments to any report.
- h) Where the employee appends comments to a Report, the Board shall provide a copy of the appended comments to all persons who received the original report.
- i) If an employee disputes the accuracy of the contents of the files, the employee can request in writing the removal of the specified material.

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 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.

- 8.02 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.
- 8.03 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.
- 8.04 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.
- 8.05 Each such committee shall be composed of **a** maximum of four **(4)** members.
- 8.06 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**.
- 8.07 No matter other than the grievance in question shall be discussed except **by** the mutual consent of the Parties.
- 8.08 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.
- 8.09 At any stage of the Grievance Procedure, the time limits imposed upon either party may be extended by mutual agreement.
- 8.10 The parties agree that prior to arbitration to request the services of a grievance mediator in attempting to resolve the grievance prior to arbitrating, which cost **will** be shared equally by both parties.

ARTICLE 9: ARBITRATION PROCEDURE

- 9.01 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.

- 9.02 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.
- 9.03 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.
- 9.04 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.
- 9.05 No matter may be submitted to arbitration which **has** not been properly carried through all previous steps of the grievance procedure.
- 9.06 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.
- 9.07 No person may be appointed **as** an Arbitrator who has been involved in any attempt to settle the grievance.
- 9.08 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 10: DISCHARGE, SUSPENSION AND DISCIPLINE

- 10.01 **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, he/she shall have the right to have the president or designate present.
- 10.02 **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 8, Grievance Procedure.

10.03 The discipline or dismissal of a probationary employee shall neither be made the subject of a grievance nor submitted to arbitration.

ARTICLE 11: OVERTIME DEFINED AND OVERTIME RATE

11.01 All time worked beyond the member's normal work week shall be considered overtime. All overtime must be approved by the supervisor prior to being granted/worked.

- 11.02 a) All employees shall receive time and one-half for all hours worked beyond the normal workweek defined in Article 11.01.
- 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 12: HOURS OF WORK

- 12.01 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) Upon mutual agreement with the Board and the Union, the regular work week for employees during the summer months may be scheduled at each site to allow employees to work the total hours for the week in no less than 4 days.

- 12.02 a) Effective January 1, 2006 the hours for the school secretary will be as outlined in the Board's staffing allocation table. (Appendix C)
- b) Elementary school secretaries shall start work one week (35 hours) prior to the commencement of the school year.

- 12.03 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.

12.04 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 Manager of ~~Human~~ Resources 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.

12.05 The regular work days in a work year for the Educational Assistants is as follows:
191 days in 2008-2009
191 days in 2009-2010
191 days in 2010-2011
194 days in 2011-2012

ARTICLE 13: PAID HOLIDAY

13.01 a) Twelve Month Employees

- New Year's Day
- Family 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
- Family 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.

- 13.02 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.
- 13.03 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.
- 13.04 The floater day shall be taken on a day mutually acceptable and arranged between the employee and the appropriate supervisor.

ARTICLE 14: VACATIONS

14.01 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
 - 12 months - 2 weeks
 - 2 years to 7 years - 3 weeks
 - 8 years to 16 years - 4 weeks
 - 17 years to 24 years - 5 weeks
 - 25 years and greater - 6 weeks
 - 30 years of service one time of - 7 weeks
- b) Ten Month Employees
 - 12 months - 4%
 - 2 years to 7 years - 6%
 - 8 years to 16 years - 8%
 - 17 years to 24 years - 10%
 - 25 years and greater - 12%

Requests for vacations from twelve-month employees shall be made in writing to the Manager of Human Resources prior to April 15 of the year of the vacation entitlement. Ten month employees may request from the Manager of Human Resources, a leave of absence without pay for the purpose of vacation. Such requests may be made once every two years and are required sixty days in advance of the leave, unless there are extenuating circumstances.

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 14.01 b).

ARTICLE 15: SICK LEAVE CREDIT SYSTEM

- 15.01 A sick leave credit system shall be established for all employees covered by this Agreement.
- 15.02 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.
- 15.03 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.
- 15.04 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.
- 15.05 The maximum accumulation of sick leave credit shall be two hundred and forty (240) days. The accumulation shall not be less than zero.
- 15.06 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.
- 15.07 **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.
- 15.08 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.
- 15.09 **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 16: BEREAVEMENT LEAVE

- 16.01 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.
- 16.02 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 16.01 above.
- 16.03 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 16.01 or 16.02 above.
- 16.04 The Director or designate may, at his/her discretion, allow more time off for 16.01, 16.02 or 16.03 above, subject to their respective conditions.

ARTICLE 17: JURY DUTY OR CROWN SUBPOENA

- 17.01 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 18: MATERNITY, ADOPTION AND SPECIAL LEAVE

- 18.01 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.

18.02 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 four (4) days and shall be at the times mutually agreed upon between the principal or supervisor and the employee.

18.03 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 18.01. For purpose of this article, Article 18.02 shall apply equally to the mother.

18.04 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.

18.05 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).

18.06 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 leave shall not be granted for the purpose of working with the Board or outside the Huron-Perth Catholic District School Board.

18.07 An employee who is absent for reasons other than those specified in Article 18.02 and 18.05, 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 and such leaves shall not be renewed within a 36 month period.

18.08 Employee Funded Leave Plan

An employee Self-Funded Leave Plan is established permitting a one (1) year leave of absence through deferral **of salary** to finance the leave. Any permanent employee with the Board is eligible to participate in the plan (see Policy No. 3A:4 for application procedures).

S over **Y** plus **1** (**S/Y + 1**) where:

"S" equals the annual salary plus responsibility allowances if applicable;

"Y" equals the number of years in the plan; and

"1" equals the retained earnings to be paid in the year of leave.

The above calculation shall be made each year the employee is actively enrolled in the plan prior to the leave.

- i) All applications for a **S/Y + 1** plan must clearly state both the number of employee years prior to taking leave and the date the leave is to commence. In all cases, the year **of** leave will be the last year of the plan.
- ii) The Board shall retain the amount calculated **as "1"** above in each year of active enrolment in the plan prior to the year of the leave in a joint savings account (in trust) of the employee and the Board (at the Bank with which the Board deals). The savings shall be withdrawn with accumulated interest and paid to the employee to help finance the year of leave in a manner that the number of payments will not exceed that contained in the Employee-Board Agreement.

ARTICLE 19: UNION BUSINESS

- 19.01
- 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.

d) The Chair or designate of the CUPE Local 3615 Bargaining Committee shall be provided with a maximum of three days at full cost to the Union to prepare for negotiations.

19.02 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.

19.03 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.

19.04 Any leave for union leave not paid by the employer, the employee shall continue to receive their pay, benefits and pension contributions without any interruptions. The Local Union shall be invoiced for the total cost of wages and benefits for such leave.

ARTICLE 20: METHOD OF PAYMENT OF WAGES

20.01 Employees will receive their wages through direct deposit every second Thursday for the pay period ending the Friday next.

ARTICLE 21: PENSION PLAN

21.01 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.

Contributory earnings will be those earnings defined by OMERS Legislation and **as** amended from time to time. Please refer to www.omers.com for a complete definition of contributory earnings. See attached Letter of Information.

ARTICLE 22: SENIORITY

22.01 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 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.

- 22.02 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 22.03 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.
- 22.03 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.
- 22.04 The Board may hire a temporary member **as** per the definition in Article 23. 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.
- 22.05 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.
- 22.06 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.
- 22.07 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.
- 22.08 The foregoing provisions of Article 22 - Seniority shall not apply to students employed during the school vacation period.

ARTICLE 23: TEMPORARY EMPLOYEES

- 23.01 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.

Part time employees will be provided the opportunity to increase their hours by undertaking additional temporary work. ~~Part~~ time employees will inform the Human Resources Department on a yearly basis to indicate their interest in this additional work.

ARTICLE 24: JOB POSTINGS/VACANCIES

- 24.01 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.
- 24.02 When a vacancy occurs in any position whether permanent or temporary, 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. Any such employee may file with the Director of Education or designate his/her desire to apply for such vacancy. All subsequent postings shall be posted for four (4) days.
- 24.03 Appointments shall be made of the senior applicant with the required qualifications to meet the requirements of the vacant position.
- 24.04 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.
- 24.05 Vacancies that occur will be posted as per article 24.02 The successful candidate of the initial posting will assume that position during a natural break in the school year. **This is defined as** Christmas break, March break and summer break. A temporary employee will be hired to fill in during the transition period. Successful applicants of any subsequent posting shall be subject to the same criteria.
- 24.06 All vacant positions shall continue to be posted during lay-off and recall.
- 24.07 **Resignation**
An employee is expected to give, in writing, advance notice of intended resignation. Employees who intend to resign in June, July or August should tender notice of termination on or before May 1st.

ARTICLE 25: BENEFITS

- 25.01 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 sixty-four cents (\$1.64) per hour minus the cost of Life Insurance in lieu of benefits. If the employee partially participates the one dollar and sixty-four cents (\$1.64) per hour will be adjusted accordingly.

25.02 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 25.01 effective with the date of such change.

25.03 The Board, by including an allowance **of** one dollar and sixty-four cents (\$1.64) 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. 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.

25.04 In the event the employee participates fully in the benefit plans the following will apply in-lieu of Articles 25.01, 25.02 and 25.03. 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 21A 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] Semi-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** - an extended Health Care plan including a Hearing Aid provision of \$500/24 months and a Vision Care provision (including payment for eye exams that are not covered by OHIP) of \$250/24 months effective September 1, 2005; \$275/24 months effective September 1, 2006; \$300/24 months effective September 1, 2007 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.

25.05 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 26: LAY-OFFS AND RECALLS

26.01 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 members 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 shall be issued a lay-off notice by the Employer.

In the event of a proposed lay-off due **to** redundancy, or elimination of a position within the bargaining **unit**, the Employer shall provide the Union written notice two weeks **in** advance of such occurrence.

26.02 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:
 - i) may displace less senior employees within own classification, provided they accept the hours of work and location for that position.
 - ii) may displace a less senior employee within the bargaining unit, provided they have post secondary qualifications in that classification and/or related experience (a minimum of two years with the last five years), provided they can perform the **work** with reasonable introductory instruction, and provided they accept the hours of work and location for that position. The affected Employee shall have four (4) days to make a decision.
 - iii) will be advised to apply for all posted positions within the bargaining unit, as outlined in Article 24.
- 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.

26.03 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.

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

ARTICLE 27: TECHNOLOGICAL CHANGE

- 27.01 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 28: GENERAL

28.01 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.

28.02 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.

- 28.03 If because of severe weather conditions, any employee who is unable to reach his/her place of employment shall be allowed necessary leave of absence without loss of pay. Refer to the Board's Inclement Weather Guidelines which may be amended from time to time.

- 28.04 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 29: HEALTH AND SAFETY

- 29.01 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 30: ADVERSE REPORT

- 30.01 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 31: COOPERATIVE COMMUNICATION COMMITTEE

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

ARTICLE 32: UNION MANAGEMENT COMMITTEE

32.01 One (1) Union/Management Committee for CUPE Local 3615 shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties for the purpose of improving communications between the parties and discussing matters of mutual concern. This Committee will not discuss matters which are the subject of a formal grievance under the Grievance Procedure.

The Committee shall consist of not more than four (4) employees (including President and Chief Steward) or their designate. The Committee shall meet three times per year except for July and August at a mutually agreed time and place. With agreement of the Co-chairs, meetings may be held in the summer months. Its members shall receive a notice and agenda of the meetings at least forty-eight (48) hours in advance of the meeting.

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

The joint chairpersons shall prepare minutes of each meeting of the Committee as promptly as possible after the close of the meeting. The Union, the CUPE National Representative and the Employer shall receive two (2) copies of the draft minutes within seven (7) days following the meeting. The minutes shall be considered official after approval at the next regularly scheduled meeting of the Union/Management Committee.

ARTICLE 33: EMPLOYEE ASSISTANCE PLAN

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

ARTICLE 34: NEW CLASSIFICATION

34.01 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 mediation prior to arbitration as provided in this Agreement within fifteen (15) days of such meeting.

ARTICLE 35: PROFESSIONAL DEVELOPMENT

35.01 The Huron-Perth Catholic District School Board and CUPE Local 3615 agree to a philosophy which encourages professional development for all members.

A Professional Development Committee with equal representation from the Board and CUPE members will be established. The first meeting will be held prior to January 31 to review and discuss how the proportionate share of monies provided in the PDT will be spent on professional activities for members.

This Joint Professional Development Committee will also identify the goals and objectives of future professional activities and monitor their implementation. Each participating member of the Committee shall be paid their regular wages while in attendance at such meetings.

ARTICLE 36: CONTRACTING IN/CONTRACTING OUT

36.01 The parties agree that no existing bargaining unit work of any member of CUPE Local 3615 shall be contracted out.

36.02 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.

36.02 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 37: RETRAINING, UPGRADING, COURSE NOTIFICATION

37.01 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.

37.02 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. Retraining and upgrading by the Board will not be held outside the normal work day hours ~~as~~ indicated in Article 12.01 b).

ARTICLE 38: TERM OF AGREEMENT

38.01 Duration

This Agreement shall remain in full force and effect from September 1, 2008 and shall continue until August 31, 2012 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.

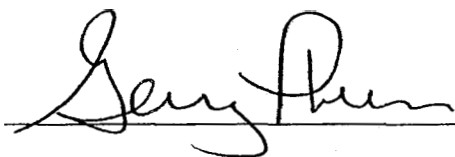
38.02 Either Party desiring to propose changes to this Agreement shall, by April 15, give notice in writing to the other Party of the changes proposed. Within ten (10) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a new agreement.

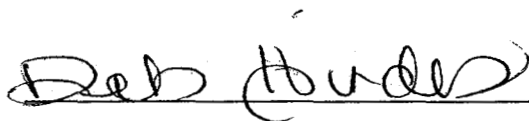
38.03 This agreement is binding on the Board, and in the event of the dissolution of the Board or its amalgamation with another Board, upon the amalgamated Board or upon its successor Board, as the case may be. In the event the employer should merge, amalgamate or combine any of its operations or functions 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 12th day of December, 2008.

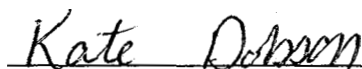
THE HURON-PERTH CATHOLIC
DISTRICT SCHOOL BOARD

**CANADIAN UNION
OF PUBLIC EMPLOYEES**









APPENDIX "A"

2008-2012 SALARY SCHEDULE

Group I – Educational Assistants, Library Technicians

Experience	Sep. 01/08	Sep. 01/09	Sep. 01/10	Sep 1 /11
0 months	\$17.14	\$17.65	\$18.18	\$18.73
6 months	\$17.64	\$18.17	\$18.72	\$19.28
12 months	\$18.16	\$18.70	\$19.26	\$19.84
18 months	\$18.67	\$19.23	\$19.81	\$20.40
24 months	\$19.22	\$19.80	\$20.39	\$21.00

Group II – Secretary/Clerical Employees (10 and 12 month), Board Office Secretaries

Experience	Sep. 01/08	Sep. 01/09	Sep. 01/10	Sep. 01/11
0 months	\$17.94	\$18.48	\$19.03	\$19.60
6 months	\$18.83	\$19.39	\$19.97	\$20.57
12 months	\$19.71	\$20.30	\$20.91	\$21.54
18 months	\$20.63	\$21.25	\$21.89	\$22.55
24 months	\$21.53	\$22.18	\$22.85	\$23.54

These rates will be increased by \$1.64 as a payment in lieu of benefits, subject to Article 25.02.

Departments/Classifications under the CUPE Collective Agreement:

- Educational Assistants
- Secretary/Clerical employees (10 and 12 month)
- Library Technicians
- Board Office Secretaries

APPENDIX "B"

**CALCULATED VALUE OF EMPLOYEE (CUPE) BENEFITS
2008-2009 (November 1,2008)**

<i>Item</i>	<i>Family Coverage (monthly premium)</i>	<i>Cost/hr</i>	<i>Board's Cost per year</i>
Deluxe Travel	\$4.86	\$0.03 (90%)	\$52.49
E.H.C. (including Semi-Private & Vision Care)	171.19	1.13 (90%)	1,848.85
Dental	100.26	0.66 (90%)	1,082.81
	\$276.31	\$1.82	\$2,984.15

**Equivalent rate/hr.
(\$2,984.15/1820) \$1.64**

**Effective November
1/08**

APPENDIX "C"

**HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD
SCHOOL SECRETARIAL ASSISTANCE
Allocation Based on Enrolment
Effective September 1, 2008**

Elementary School Allocation

Elementary schools will have 35 hours per week of secretarial allocation.

Elementary schools with a student enrolment of more ~~than~~ 400 full time equivalent students will have 2.5 additional hours per week and schools with a student enrolment of more than 450 full time equivalent students will have 5.0 additional hours per week. (The FTE will be based on October 31 enrolment of the previous school year.)

Elementary schools with ~~an~~ enrolment greater than 250 FTE students ~~as~~ of October 31 of the previous school year will receive an allocation of four (4) days at the end of the school year.

Secondary School Allocation

600 - 750 FTE Students	= 5850 hours (3.0 F.T.E.)
750 - 900 FTE Students	= 6825 hours (3.5 F.T.E.)
900 - 1100 FTE Students	= 7800 hours (4.0 F.T.E.)
1100 or more FTE Students	= 8775 hours (4.5 F.T.E.)

The FTE will be based on March 31 enrolment of the previous school year.

APPENDIX "D"

LETTER OF UNDERSTANDING

The parties agree to establish a Committee made up of representatives of CUPE Local 3615 and Board representatives to discuss benefit enhancements as detailed under the PDT agreement for the 2010-2011 school year. The parties agree to meet in the 2009-2010 school year to determine the enhancements to be in effect for staff for September 2010.

APPENDIX "E"

LETTER OF UNDERSTANDING

SUPERVISION

The parties agree that all school based staff have a responsibility to ensure that a safe school environment is maintained at all times.

The parties agree that Educational Assistants shall be assigned to work with students for the duration of the instructional day.

The parties agree that the additional incremental hour(s) for Educational Assistants and Library Technicians must include scheduled general supervision of students.

Wherever possible, the goal of supervision is not to interfere with instructional time.

In no case shall general supervision be assigned to any other classification or position, where supervision is not part of the core duty of that classification.

When considering the use of the incremental hour(s), the parties agree that each school will have unique needs depending upon the needs of the students and the operational needs of the school. General supervision responsibilities will be assigned to those eligible for supervision in a manner suitable for the needs of the school. The parties will meet within 90 days of ratification of ~~this~~ agreement, to discuss the allocation of supervision time for all members. The Board will meet with the Union if there are any substantial changes to supervision schedules.

LETTER OF AGREEMENT

Base line staffing numbers for all PDT staffing issues will be as determined/generated by funding allocations to the Board.

It is noted that the F.T.E. for Educational Assistants as of May 27, 2008 was 64.0 FTE, Secretaries was 31.0 and Library Technicians was 7.9.

LETTER OF UNDERSTANDING

Educational Assistants and Library Technicians - Incremental Hours of Work

Effective September 1, 2009, the daily hours of work for Educational Assistants and Library Technicians will be increased to 6.25 hours.

Effective September 1, 2011, the daily hours of work for Educational Assistants and Library Technicians will be increased to 7.0 hours in accordance with the Provincial Discussion Table (PDT) Agreement with CUPE. The incremental time will be used to ensure that the needs of the students and the operational needs of the schools are met and will include scheduled supervision of students or after-school homework support.

Principals shall have the flexibility to assign the above noted hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency of educational assistants working conditions.

(The approximate amount of this funding is \$279,065 subject to verification of Ministry funding).

LETTER OF UNDERSTANDING

Re: Elementary Office Support Workers

Elementary secretarial support funds to be distributed over all elementary schools on a equitable basis dependent upon funds generated under section 7 – Office Support Staff (School Secretaries) under the Provincial Discussion Table (PDT) agreement. The parties agree to meet to discuss the disbursements of these funds.

LETTER FOR INFORMATION: OMERS DEFINITION OF CONTRIBUTORY EARNINGS

In determining the definition of contributory earnings for OMERS calculation purposes, the Board will follow the definitions provided in the OMERS Administration Manual, Section 3.1.1 Contributory earnings defined-Primary Plan, as amended from time to time.

Effective January 1, 2002, contributory earnings must include all regular recurring earnings for all plan members except council members. See Section 7 Council members. You must include the following:

base wages or salary;

regular vacation pay if there is corresponding service;

normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service. See Section 6.3.3 Vacation pay and OTCFT members;

retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;

lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);

IMPORTANT

The contribution rate is determined based on the year to which the earnings are assigned. The pension adjustment (PA) must be calculated and reported in the year the payment is made

If the additional payment is related to measurements covering more than one calendar year or is paid more frequently than once per year, please contact OMERS See

On an ongoing basis, some organizations pay a base salary **plus** an additional "bonus/incentive/performance" payment. Where such an additional payment is related to a previous year's performance target, the payment must be treated as earnings of the previous year, much like "retroactive pay".

Example 2.

market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);

ongoing special allowances (for example, flight allowance, canine allowance);

pay for time off in lieu of overtime. See Example 1;

pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);

salary or wages for period of suspension where a member is reinstated with full pay and seniority (*forexample*, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);

danger pay;
acting pay (pay at a higher salary rate for acting in place of an absent person);
shift premium (pay for shift work);

- ongoing long service pay (extra pay for completing a specified number of years of service);
sick pay deemed to be regular wages or salary. See Section 11 Leave periods and Section 13. Disability;

salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;

stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;

living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);

ongoing taxable payments to pay for costs (for example, educational or car allowance); -.

taxable premiums for life insurance;

taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);

payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited **service by the number of days covered by the payment. The members pension will begin on the first day of the month following the revised retirement date. See Section 5 Credited service.**

Overtime pay, expense reimbursements, pay in lieu of time off, and the value of non-taxable benefits must be excluded from contributory earnings. Examples of **excluded** earnings follow.

overtime pay (except pay for time off *in lieu of* overtime);

retirement bonuses;

severance pay;

achievement or other one-time awards or bonuses;

lump-sum payment in lieu of time off on the termination or death of a member;

unused sick credits or vacation time where credited service cannot be extended. For example, credited service may not be extended beyond the date of death, and extension on a member's termination may cause an overlap of credited service with the pension plan of a new employer;

one-time long service awards (not ongoing pay);

retention bonuses (for example, Information Technology bonuses during Y2K transition);

any money paid over regular wages for working a statutory holiday, regardless of when the extra pay is received.

Overtime pay, see Example 1;

- overtime meal allowances;
- call-back pay (pay for hours worked when called in);
- vacation pay in lieu of vacation leave (for example, if you pay an employee an amount for vacation not taken);
- one-time bonuses (for example, signing bonuses);
- court pay for police officers;
- value of non-taxable benefits, including the Employer Health Tax;
- travel, or any other expense reimbursement;
- value of clothing paid for by the employer; and
- value of memberships, professional fees, or dues paid on behalf of employees.

Note that generally, it is the type of payment rather than the method of payment (for example, lump sum versus periodic) that determines whether a particular item is included or excluded.

IMPORTANT

The lists above reflect the more common types of compensation. They are not intended to be exhaustive since compensation practices vary widely from employer to employer. When you are determining whether an item should be included or excluded, use the following principles/guidelines;

- is the item a regular, ongoing part of the members compensation that is expected to normally occur each year? If so, that item should be included in contributory earnings. If not, the item **should** be excluded. For example, some taxable benefits are very short term in nature, such as computer loans, and are not expected to occur year after year. Therefore, they **should** not be included. On the other hand, some taxable benefits are expected to occur year after year and should be included in contributory earnings.

premiums versus benefits if you have a taxable premium that is providing a regular, ongoing benefit, then the premium (and taxes if expressly included under Canada Revenue Agency rules) **will** form part of contributory earnings. Benefits paid as a result of this type of premium (that is, long-term disability payments) **would be** excluded: non-taxable benefits/premiums cannot be included in contributory earnings.

EXAMPLE II Statutory holiday pay

Months	Jan	Feb	Mar	Apr	May	Jun
Number of statutory holidays	1	0	0	1	1	0
Months	Jul	Aug	Sep	Oct	Nov	Dec
Number of statutory holidays	1	1	1	1	0	1

Scenario 1:

In 2003 the three individuals worked as firefighters. Their annual salaries were \$52,000.00. If a firefighter works the statutory holiday he or she will receive regular pay for the day worked plus overtime (total of regular and overtime pay is 1 1/2 times regular salary) plus the choice of either a day off in lieu or a lump sum payment of \$300.00 per day worked.

Works every statutory holiday throughout the year (that is, 8 days) and takes 8 days off in lieu of having worked the statutory holidays. This individual receives a total of \$800.00 in overtime pay for working the statutory holidays.

Person B

Works 6 statutory holidays throughout the year and chooses to receive a lump sum payment of \$1,800.00 for working the statutory holidays (instead of receiving a day off in lieu). This member also receives a total of \$600.00 in overtime pay for having worked the statutory holidays.

Person C

Doesn't work any statutory holidays throughout the year.

Year	Contributory Earnings Person A	Contributory Earnings Person B	Contributory Earnings Person C
2003	\$52,000.00 (The overtime paid \$800.00 is not included in the contributory earnings.) The member chose to take the time off in lieu for having worked the statutory holidays, therefore, the regular earning paid for the days off in lieu are included in contributory earnings.	(The overtime paid \$600.00 is \$52,000.00 not included in the contributory earnings.) The member chose to receive a lump sum payment for having worked the statutory holidays. In this case, the lump sum (\$1,800.00) cannot be included as contributory earnings since it is pay in lieu of statutory holidays.	(This individual's contributory earnings reflect the same rate of pay as the other individuals.) \$52,000.00

EXAMPLE 2
ongoing bonus payments

Year	2001	2002	2003	2004	2005	2006
Base earnings	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	0
Performance payment received	\$5,000	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000

Year	2001	2002	2003	2004	2005	2006
Base earnings'	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	0
Achievement for previous year performance	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000	
Pensionable Earnings	\$56,000	\$58,000	\$60,000	\$62,000	\$64,000	

37