

**A G R E E M E N T**

**DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE DUFFERIN-PEEL EDUCATIONAL RESOURCE WORKERS' ASSOCIATION**

**MARCH 1, 2003**

**TO**

**FEBRUARY 29, 2004**

**NOTE: Bolded wording reflects changes made to current collective agreement.**

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# **A G R E E M E N T**

BETWEEN

## **DUFFER-PEEL CATHOLIC DISTRICT SCHOOL BOARD**

(hereinafter called "The Board" or "The Employer")

AND

## **THE DUFFERIN-PEEL EDUCATIONAL RESOURCE WORKERS' ASSOCIATION**

(hereinafter called "The Association")

### **PREAMBLE**

Whereas it is the goal of the Board to provide within the Board's ability to finance the best possible Catholic educational service for the **students attending its elementary and secondary schools in the** Regional Municipality of Peel and the County of Dufferin;

And whereas to achieve that goal it is essential that the Board and the Educational Resource Workers maintain the harmonious relationship which exists between them;

It is the desire of the Board and the Educational Resource Workers to set forth in this Agreement the salaries, allowances, and certain other conditions of employment which govern the Educational Resource Workers.

## **ARTICLE 1 – DEFINITIONS**

### **1.01**

“Certified” means a certificate, degree or diploma from a Community College or Ryerson Polytechnic University, in Ontario in one (1) of the following courses:

“E.C.E.” means Early Childhood Education

“E.A.” means Educational Assistant

“Other Qualifications”

means a certificate or diploma other than the above which is deemed to be acceptable by the Director of Education, or designated supervisory officer.

No member of the bargaining unit prior to September 1, 1995, with qualifications previously accepted by the Board for Category 3 will be adversely affected by the change in this Article.

### **1.02**

In the event the Director or designated Supervisory Officer, grants a bargaining unit position to an applicant with “other qualifications” as described in Article 1.01 above, then the Association shall be informed as to the employee’s name, qualifications, location of assignment and placement on the salary scale by September 30<sup>th</sup> and February 15<sup>th</sup> of each year.

### **1.03**

Active employment means anyone who is receiving a paycheque directly from the Board and not on an unpaid leave.

## **ARTICLE 2 – RECOGNITION**

### **2.01**

The Board recognizes the Dufferin-Peel Educational Resource Workers’ Association as the bargaining agent of all Educational Resource Workers employed by the Dufferin-Peel Catholic District School Board in its schools in the Regional Municipality of Peel and the County of Dufferin, save and except employees in the bargaining units for which any trade Union held bargaining rights as of January 7, 1987.

### **2.02**

At all negotiating meetings for the renewal of this Agreement, the Association may be represented by a negotiating committee composed of up to six (6) Association members as stated in a letter to the Board at the commencement of negotiations. The parties shall be entitled to outside counsel or advisor to represent them at the bargaining table, if they so choose.

## **ARTICLE 3 – DUES CHECK OFF**

### **3.01**

The Board will deduct Association dues from all employees covered by this Agreement in every pay period. The Association shall notify the Board in writing of any changes in the amount of such annual dues.

### **3.02**

All dues so deducted shall be remitted to the Treasurer of the Association not later than the 15th day of the month together with a list of the names of all employees from whose paycheques dues were deducted.

### **3.03**

The Association agrees to indemnify and save the Board harmless for any liability arising out of the operation of this Article.

Should the Board fail to remit, to the Association, dues which it has deducted from the employees, the Board shall remit all outstanding dues as soon as possible.

### **3.04**

The Board shall supply the Secretary of the Association with the names, addresses, telephone numbers and location of assignment of all bargaining unit employees, including an indication of any employees who are on a leave of absence, and any employees who are new hires since the previous list, by September 30<sup>th</sup> and February 15<sup>th</sup> of each year, provided the employees do not object to the release of such information.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### **4.01**

The Union recognizes and accepts that all rights of the Employer to manage the affairs of and administer the school system of the Dufferin-Peel Catholic District School Board are reserved to the Employer exclusively, and without limiting in any way this generality, subject to any other provision of this Agreement, it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, promote, demote, classify, transfer, retire, rehire, lay off, recall, discipline, suspend or discharge any employee for just cause, provided that only a claim by an employee of discharge, suspension or discipline without just cause may be the subject of grievance and dealt with as hereinafter provided.
- (c) deploy the working forces of the Employer or its equipment and properties.

## **ARTICLE 5 – PLACEMENT**

### **5.01**

Category 1  
Non-Certified

### **5.03**

Category 3  
Certified – Special Education Assignments

### **5.04**

Educational Resource Workers are to be placed on the Salary Schedule according to their category level (Category 1 or 3) and years of experience. For the purpose of determining salary grid placement at the start of each school year, any portion of an employee's accumulated experience which is less than one (1) year, but greater than five (5) months shall be deemed to be equal to one (1) full year of experience.

## **ARTICLE 6 – EXPERIENCE**

### **6.01**

Experience for salary grid placement shall be defined as every year worked in a job-related setting as approved by the Board. Experience shall be defined as every year worked in any school board [equivalent to ten (10) months] or in a childcare facility [equivalent to twelve (12) months].

## **ARTICLE 7 – METHOD OF PAYMENT**

### **7.01**

The number of regular payments per year shall be twenty-six (26) payments.

### **7.02 Part-time/Short Term Employees**

Annual salaries will be prorated to cover time worked.

#### **Part-year Employment**

For employees commencing employment or re-employment after the start of the school year, annual salaries shall be pro-rated in accordance with the proportion of days worked relative to the number of days in the school year.

### **7.03 Pay Distribution**

Pay will be dated and distributed on the basis of the following schedule:

## 2003 – 2004 BI-WEEKLY PAY SCHEDULE

<u>Pay-Day</u>	<u>Portion of Annual Salary</u>
September 4, 2003	1/26
18	1/26
October 2	1/26
16	1/26
30	1/26
November 13	1/26
27	1/26
December 11	2/26
24*	1/26
January 8, 2004	1/26
22	1/26
February 5	1/26
19	1/26
March 4	1/26
18	1/26
April 1	1/26
15	1/26
29	1/26
May 13	1/26
27	1/26
June 10	1/26
24	4/26

\* The Pay stubs for the December 24, 2003 pay date will be in the schools on December 19, 2003.



**7.04**

All payments will be deposited directly in the employee’s bank account.

**ARTICLE 8 – ALLOWANCES**

**8.01**

Educational Resource Workers who are required to travel from school to school to perform their duties shall be reimbursed at the following rates:

<u>Kilometers</u>	<u>Rates</u>
up to 5, 000 kms/yr	<b>\$0.3375</b> per km
over 5,000 kms/yr	<b>\$0.2925</b> per km

Such mileage will be calculated from the first work assignment and end at the last work assignment of each day.

**8.02**

Educational Resource Workers shall be reimbursed at the mileage rates set out in Article 8.01 above for in-service meetings required and approved by the Director of Education and for business trips as required and approved by the Director of Education or designate.

**ARTICLE 9 - BENEFIT**

**Board Contribution to Benefit Plan**

**9.01**

Subject to, and in accordance with terms and conditions set out in each Plan, the Board shall assume the undernoted contributions to the Plans, based upon full-time employment of Educational Resource Workers eligible to enroll in such Plans.

The agreement to pay the cost of a group benefit plan in whole or in part, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group plan to any Educational Resource Worker should any insurer fail or refuse to pay or provide same, in whole or in part.

The Board shall assume one-half (1/2) of the undernoted percentage premium cost for part-time employees employed not less than half-time. The Board shall contribute the following proportion of premiums.

Actual benefits coverage will commence on the date upon which the Benefits Department receives the complete and fully executed documentation package from the employee.

**9.02**

**Group Life Insurance**

\$10,000 Basic Life Insurance coverage.....100% of required premium

**9.03**

Additional Optional Life Insurance coverage at three (3) times annual salary  
.....0% of required premium

Effective September 1, 1997, additional Optional Life Insurance coverage at three (3)  
times annual salary.....0% of required premium

**9.04**

Major Medical Plan with extension to cover: eyeglasses \$200, hearing aids \$500 every  
five (5) years, Chiropractic coverage maximum \$225 per person beyond government  
plan, and Health Care Outside Canada. Deductible - \$10 single, \$20 family...90% of  
required premium.

Effective September 1, 1997, Major Medical Plan with extension to cover: vision care  
\$200 every twenty-four (24) months for adults and \$150 every twelve (12) months for  
dependent children, hearing aids \$500 every five (5) years, chiropractic coverage  
maximum \$225 per person beyond government plan and Health Care Outside Canada,  
Deductible - \$10 single, \$20 family.....90% of required premiums.

**9.05**

Semi-private coverage.....100% or required premium.

**9.06**

Dental Plan II based on the current O.D.A. fee guide.....90% of required  
premium. Maximum Orthodontic \$3,000, per lifetime, per person. Maximum individual  
dental \$2,000 per year, per person.

Effective September 1, 1997, dental plan based on current O.D.A. Fee Guide.  
Maximum orthodontic \$3,000, per lifetime, per person. Maximum individual dental  
\$2,000 per year, per person, including 9-month recall examinations  
.....90% of required premiums.

**9.07**

Newly hired employees must join the Dental Plan selected by the Board if they are  
eligible as defined by the Plan except where spousal coverage applies.

**9.08**

**The Board shall pay 100% of the required premiums for the group Long Term  
Disability (LTD) Plan. An employee absent for seventy-five (75) continuous  
working days for the same continuing disability shall apply for LTD benefits,  
which, if the employee is eligible, will begin on the 76<sup>th</sup> day of absence.**

**Employees who have made application for LTD and who have not been granted  
LTD benefits on the 76th day of illness shall continue to receive a salary of 70% of**

wages, deducted from sick leave credits (70% sick leave credit = 1 day of absence).

Upon approval of LTD benefits, an employee must reimburse the Board for any salary paid after the 75th day of disability. Upon reimbursing the Board for monies owed, the appropriate number of sick leave credits shall be reinstated to the employee.

#### 9.09

The Board shall make the required contributions to the Ontario Municipal Employees' Retirement system on behalf of each full-time Educational Resource Worker from time of hire and onwards. The Board shall also make the required contributions on behalf of those part-time Educational Resource Workers who meet the requirements of the Pension Benefits Act and who elect to participate in the Plan.

#### 9.10

The Board reserves the right to change employee benefit insurers or carriers at anytime, providing that -

- (a) the benefits are equal or better in each category of benefit; and,
- (b) there is no resultant increase in premiums payable by employees except where such increase is required following regular review of the experience by the new carrier; and,
- (c) the Association is given written notice as far in advance of the change as possible.

#### 9.11

Educational Resource Workers who are employed **on a short term basis** for less than five (5) months will not be eligible for participation in the group benefit plans provided in this Agreement. However, in the event that a **Short Term** Educational Resource Worker's assignment is extended beyond five (5) months, all benefits shall become applicable as of the first day of the sixth (6<sup>th</sup>) month.

#### 9.12

For those Educational Resource Workers recalled between September 1, and December 31, there will be no lapse in benefit coverage, however, Educational Resource Workers will be required to pay the full benefit premium for the period between September 1 and the end of the month prior to recall.

#### 9.13

For the purposes of eligibility for benefits coverage under Articles 9.04, 9.05, and 9.06, an Employee's "family" shall include the spouse and any children fitting the following definition.

For the purpose of this article, "child" is a person who is unmarried, is a natural, foster, legally adopted or stepchild of the employee or spouse, and who relies upon the employee for support and is attending full-time at an accredited institute of learning, and is less than twenty-five (25) years old. Any mentally or physically handicapped child

who was insured up to the maximum age shall remain insured beyond such age provided the child is incapable of self-sustaining employment and totally relies upon the employee for support.

#### **9.14**

The Board shall make available through its insurers optional life insurance coverage for dependent spouses and dependent children (including children who would qualify under Article 9.13) of employees. The following conditions shall apply to such insurance:

- (a) Such insurance shall be in units of \$10,000 to a maximum of \$50,000.
- (b) The employee shall pay the cost of such insurance and shall pay the yearly premium by means of bi-weekly payroll deduction.

#### **9.15**

The Ontario Health Insurance Plan coverage shall be paid 100% by the Board through its payment of the Employer Health Tax, as required by the Employer Health Tax Act, effective January 1, 1990.

### **Article 10 – LEAVE PLANS**

#### **10.01 Cumulative Sick Leave Plan**

- (a) Each active full time employee shall be entitled to annual sick leave credits which shall be transferred to the employee at the commencement of each school year. Unused sick leave credits may be accumulated to a maximum of two hundred and twenty-five (225) days.
- (b) Each employee shall be given a statement of cumulative sick leave credits by September 30 of each year. If an employee leaves the employ of the Board prior to the 30<sup>th</sup> of June, the employee shall be entitled to receive, upon request, a statement of cumulative sick leave credits.
- (c) Where an employee commences employment after September 1 in any school year, the employee's sick leave entitlement for that year will be prorated to correspond with the proportion of the year worked by the individual on the basis that twenty (20) days is the sick leave entitlement for a full year.

Employees participating in an employer approved vocational rehabilitation plan or a return-to-work programme carried out within this Board, shall accumulate sick leave credits in proportion to time worked.

#### **10.02**

A new employee with the Dufferin-Peel Catholic District School Board who was previously employed by an employer as recognized under the Education Act, operating a sick leave credit plan under which sick leave credits are accumulated, without

intervening employment that interrupts the continuity of employment as an Educational Resource Worker, may transfer and combine such credits to a maximum of two hundred and twenty-five (225) days as specified in Article 10.01.

#### **10.04 Pregnancy and Parental Leave**

(a) Pregnancy and Parental Leaves shall be granted in accordance with the **Employment Standards Act**. An employee must either:

- i) pay the employee's contributions for benefits, if any, in advance of commencing such leaves in order to maintain benefit coverage during the pregnancy and/or parental leave (and the Board will then continue to pay its share of the benefit premiums); or
- ii) provide the Board with written notice that the employee does not intend to pay the employee's contributions, if any, in advance of commencing such leaves, in which case the benefit coverage will be discontinued for the period of the pregnancy and/or parental leave.

(b) Educational Resource Workers taking the statutory pregnancy and/or parental leave shall

- i) be reinstated when the leave ends to the position the employee most recently held, if it still exists, or to a comparable position, if it does not.
- ii) be paid the wages that the employee would be earning had the Educational Resource Worker worked throughout the leave.

(c) Seniority continues to accrue during the pregnancy and/or the parental leave.

(d) Upon request, an extension of up to one (1) year shall be granted to any employee who is entitled to statutory pregnancy and/or parental leave. This extension shall be granted provided such leave ends at the beginning of classes following summer vacation, Christmas, or semester break. Upon return to employment, every effort will be made to place the employee in the same Family of Schools.

(e) Where an employee officially adopts a child, leave of absence (Parental Leave) shall be granted in accordance with the **Employment Standards Act**.

(f) An Educational Resource Worker granted an extension to the pregnancy and/or parental leave may, subject to the consent of the carrier, continue to be covered by any of the benefit plans referred to in Article 9, provided the Educational Resource Worker pays the full cost of the benefit premiums.

#### **10.05 Leaves of Absence**

(a) At the discretion of the Board, an Educational Resource Worker may be granted leave of absence without pay for up to one (1) year. A written application for leave shall be made to the appropriate Superintendent at least two (2) months, where possible, prior to the proposed commencement of the leave. It is preferable that any leave granted commence at the beginning of, and terminate

at the end of, a school term.

Such leave will not be granted to an Educational Resource Worker who intends to obtain an Ontario Teacher's Certificate during the absence.

An Educational Resource Worker granted leave may, subject to the consent of the carrier, continue to be covered by, any of the benefit plans referred to in Article 9 at the Educational Resource Workers own expense.

**(b) Association Leave**

At the request of the Association, provided three (3) weeks advance written notice is provided, the Board shall grant a member, or members of the Executive of the Association a leave of absence with pay for the duration of the term of office, or any lesser period which may be requested by the Association, provided that the Association reimburses the Board for salary and benefits involved. Upon completion of the leave, the employee(s) shall be returned to his/her previous assignment. Regardless of the length of the leave, full seniority rights shall be granted.

**10.06 Notice of Absence**

Every employee who is going to be absent from work shall follow the appropriate procedures as outlined by the Human Resources Department, and provide the information as required by the current reporting system. Employees who are absent without following the appropriate procedures may be subject to deductions from salary if an acceptable explanation is not provided.

Employees may be required to produce a medical certificate for any illness of over five (5) consecutive working days. The Director of Education or designated Supervisory Officer may request such a certificate at any time for any duration of absence or waive the necessity of such certificate.

**10.07**

**(a) Miscellaneous/Emergency Leave**

The Director of Education or designate may grant miscellaneous/emergency leave with pay up to a maximum in any one (1) school year of ten (10) working days. All days granted shall be deducted from the employee's sick leave credits, except for days granted under sub-paragraph (b) below.

**(b) Bereavement Leave**

- i) An employee shall be granted a bereavement leave of up to five (5) days by reason of a death in the immediate family, which is defined as: spouse, parent, parent-in-law, child, grandchild, brother, sister, ward or former legal guardian.
- ii) An employee shall be granted leave of up to two (2) days by reason of death of the employee's grandparent, uncle, aunt, brother-in-law, son-in-law, daughter-in-law, sister-in-law, niece or nephew, in order to attend the funeral.

### **10.08 Leave Replacement**

The Board shall endeavour to replace absent employees when the Principal determines it is necessary to do so.

### **10.09 Required Absences**

An employee who is required to be absent because of jury duty, subpoena or quarantine (identified by the Medical Officer of Health) shall not be subject to loss of pay or deduction from sick leave credits.

An employee who is on jury duty or subpoenaed shall tender all monies received from the proceedings to the Board less such amount as is intended for mileage and other stated expenses, in order to qualify for payment as set out herein.

## **ARTICLE 11 – EVIDENCE OF HEALTH**

### **11.01**

Upon request, an employee shall submit evidence of freedom from communicable disease.

## **ARTICLE 12 – RETIREMENT GRATUITY**

### **12.01**

Those employees who were hired before August 31, 1978 who have ten (10) years or more of service with this Board are entitled to a Retirement Gratuity when retiring no earlier than age fifty-five (55) and who are receiving payment of retirement benefits as a participating member of the O.M.E.R.S. Pension Plan.

Educational Resource Workers commencing employment after August 31, 1978 shall not be eligible for Retirement Gratuity.

The Retirement Gratuity shall be calculated according to the following formula but shall not exceed 50% of the Educational Resource Worker's salary rate at retirement or death:

$$\text{Retirement Gratuity} = \frac{(10\% \times A \times B) + (C \times B)}{200}$$

A = Cumulative Sick leave at retirement or death

B = Average salary of the best three (3) years of service with this Board

C = 2% for each additional year beyond ten (10) years of service with this Board.

The gratuity is available in either a lump sum or in not more than six (6) monthly payments.

### **12.02 Automatic Retirement Age**

Employees will be obligated to retire at the end of the school year in which they reach age sixty-five (65) unless asked by the Board to continue to work on an annual basis. For purposes of this article, the school year shall be September 1st to August 31st.

## **ARTICLE 13 – WORKPLACE SAFETY AND INSURANCE BOARD**

### **13.01**

When an Educational Resource Worker is awarded Workplace Safety and Insurance Board benefits, the Board shall continue to pay the Educational Resource Worker subject to the following conditions:

- (a) The difference between the Educational Resource Worker's gross salary and the loss of earnings benefits received from the Workplace Safety & Insurance Board shall be deducted from the unused sick leave days accumulated by the Educational Resource Worker. Where the Educational Resource Worker is eligible for the full Workplace Safety and Insurance Board benefit, the Board will deduct 25% of a sick leave credit for each day the Educational Resource Worker is absent from work.
- (b) When the unused sick leave days are exhausted, compensation cheques shall be forwarded directly to the Educational Resource Worker by the Workplace Safety and Insurance Board.

## **ARTICLE 14 – LUNCH BREAK AND YARD DUTY**

### **14.01 Lunch Break**

Each employee is entitled to appropriate rest break(s) and a lunch break of forty (40) continuous minutes each day at times determined by the Principal.

### **14.02 Yard Duty**

Employees are expected to participate in the supervision of students on the regular rotation of duties such as bus duty, lunch and recess breaks, unless such an assignment would result in concurrent supervisory duties. **Further reference to Yard Duty can be found in Letter of Understanding #5 and Letter of Understanding #10.**

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

### **15.01**

The purpose of this article is to establish a procedure for the settlement of grievances. The Board acknowledges the rights of the Association to appoint or otherwise select an Association Grievance Committee consisting of two (2) employee members. The Secretary of the Association shall inform the Board of the individuals on this Committee. The Board shall supply the necessary facilities for grievance meetings.

Committee members, as referenced in Articles 15.05 Step 2 and Step 3, 15.07 and 15.08, may leave their work without loss of pay to attend Association business on the following conditions:

- (a) the time shall be devoted to the prompt handling of grievances;



- (b) the Committee members concerned shall obtain permission from their Principal before leaving their work;
- (c) no Committee member shall spend an unreasonable time handling grievances;
- (d) permission will not be unreasonably withheld for members to serve on such Committees.

#### **15.02**

The time limits in this Article are mandatory and not simply directory, except as set out in Article 15.06.

#### **15.03**

A working day shall be defined as a day other than a Saturday, Sunday or paid holiday.

#### **15.04**

- (a) A grievance is defined for the purpose of this Agreement as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- (b) A written grievance submitted under Step 2 of the Grievance Procedure will specify the article(s) allegedly violated, and the remedy sought. In the case of individual grievances, the grievance must be signed by the grievor.

#### **15.05**

Complaints and grievances shall be settled in the following manner and sequence:

##### **Step One**

- (a) The Educational Resource Worker having a complaint arising out of this Agreement shall first approach his/her Principal.
- (b) The complaint must be received within ten (10) working days after the Educational Resource Worker becomes aware or would reasonably become aware of the circumstances giving rise to the complaint.
- (c) The Principal shall reply, verbally, within three (3) working days after receipt of the complaint. Failing satisfaction with the verbal reply of the Principal, the complaint may then become a grievance and may proceed to Step Two.

##### **Step Two**

Failing satisfaction with the reply in Step 1, then within five (5) working days of receipt of the reply, the grievance may be submitted, in writing, by the Grievance Committee to the Manager of Employee Relations. At the request of either the Board or the Association, a meeting shall be convened within five (5) working days of the receipt of

the written submission. The Manager of Employee Relations shall reply, in writing within five (5) working days of the meeting or, if no meeting is convened, within five (5) days of receipt of the written grievance. Failing satisfaction with the written reply of the Manager of Employee Relations, the grievance may be processed to Step 3.

### **Step Three**

The grievor may present the written grievance to the Superintendent of Employee Relations. The Grievance Committee of the Association shall attend with the grievor at a meeting held for this purpose within ten (10) working days of receipt of the grievance by the Superintendent of Employee Relations. The decision of the Superintendent of Employee Relations shall be given in writing within four (4) working days.

### **15.06**

Failure by the grievor to comply with any provision of this article shall be conclusive evidence that the grievance has been settled to the satisfaction of the grievor and the grievance shall be deemed withdrawn. If the Board does not respond to the grievance within the time limits expressed, the grievor may proceed to the next step of the grievance procedure. The time limits reflected in this article may be extended by mutual agreement in writing.

### **15.07 Policy Grievance**

In the case of a dispute involving a question of general application or interpretation, the Association may submit a Policy Grievance in writing at Step 2 to the Superintendent of Employee Relations or designate. A Policy Grievance of the employer shall be in writing and may be initiated by the employer by delivering the grievance to the President of the Association. If any such grievance is not settled within ten (10) working days of the date of such delivery, it may be referred to Arbitration under Article 16.

### **15.08 Group Grievance**

Where a number of Educational Resource Workers have identical grievances and each Educational Resource Worker would be entitled to grieve separately, they may present a group grievance in writing, signed by each grievor, and otherwise in accordance with Article 15.04, at Step 2 of the Grievance Procedure.

### **15.09 Voluntary Mediation**

Prior to exhausting the formal grievance procedure and formally referring an unresolved grievance, as defined under Article 15.04 (a) above, to arbitration, the parties, by mutual agreement, may refer the disputed matter to voluntary mediation for settlement. The mediator shall be selected jointly by the parties to resolve the dispute. Either party may opt out of the voluntary mediation at any time during the process. Any party withdrawing its participation from the mediation process must advise the other party in writing at least (5) working days prior to the scheduled mediation date.

## **ARTICLE 16 – ARBITRATION**

### **16.01**

When a difference arises between the Parties relating to the interpretation, application or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, either Party may, provided they have exhausted the required grievance procedure established under this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration.

### **16.02**

The notice shall contain the name of the first Party's nominee to the Arbitration Board and shall be delivered to the other Party within ten (10) working days of the reply under Step 3 of the Grievance Procedure. The Recipient Party shall, within ten (10) working days, advise the first Party of the name of its nominee to the Arbitration Board.

### **16.03**

The two (2) nominees so selected shall within five (5) working days of the nomination of the second of them, name a third person who shall be the Chairperson of the Arbitration Board. If the Recipient Party fails to agree upon a Chairperson, the Minister of Labour for the Province of Ontario may be asked to make the appointment whichever is applicable.

### **16.04**

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and that decision shall be final and binding upon the Parties and upon any Educational Resource Worker affected by it.

### **16.05**

The decision of a majority shall be the decision of the Arbitration Board but if there is no majority, the decision of the Chairperson of the Arbitration Board shall govern.

### **16.06**

No person shall be appointed as an arbitrator who has been involved in an attempt to settle the grievance.

### **16.07**

Each of the parties shall bear the fees and expense for its nominees to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson.

### **16.08**

The Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or Regulations thereunder, or the provisions of this Agreement, nor to alter, modify or amend, add to or delete from any part of this Agreement.

### **16.09**

At any time before or after the Board of Arbitration has been formed, the Parties may settle the grievance and withdraw the grievance from arbitration.

### **16.10**

In the event the parties agree in writing to substitute a single arbitrator for a Board of Arbitration to hear a particular grievance, the parties shall attempt to agree on the sole Arbitrator. If no such agreement is reached within thirty (30) days of the date of referral to arbitration, then either party may apply to the Minister under S. 48 of the Labour Relations Act for an appointment of a sole Arbitrator.

## **ARTICLE 17 – SENORITY**

### **17.01**

Seniority employee shall mean an Educational Resource Worker who has completed the probationary period.

### **17.02**

Probationary employee shall mean an Educational Resource Worker who has not completed the probationary period. **There will be no seniority rights during any probationary period.**

**The probationary period for a permanent ERW position is the first ten (10) months of active employment. Probationary periods for Short Term assignments and Short Term to permanent assignments are outlined in Article 17.08 a) and b) respectively.**

**The dismissal of a probationary employee may only be the subject of a grievance as outlined in Article 4.01 (b).**

**An Educational Resource Worker who accepts a permanent position will, upon completion of their probationary period, be given written notice, including the seniority date where their seniority is dated back to the day on which their employment began or as otherwise stated in Article 17.08 (b).**

### **17.03**

The Board shall establish a seniority list and shall provide it to each school and the President of the Association by March 1st of each year. The Principal will make such list available for review.

The seniority list is deemed to be accurate if the Association does not advise the Board of any discrepancies within a period of thirty (30) working days. In the event that the Association challenges the accuracy of the seniority list and a change results, the revised seniority list will be sent to the President of the Association.

#### **17.04**

Where a leave of absence is allowed as per this Agreement, there shall be no loss of seniority.

#### **17.05**

Seniority shall be defined as the continuous length of service from the original date of hire with this Board. An Educational Resource Worker's seniority shall be calculated, recorded and maintained and shall accumulate with service in employment with the Board.

#### **17.06**

**Probationary employees shall be given up to three (3) written assessments of their job performance during their period of probation. The assessment form may be updated as required, in consultation with the Association and subject to the approval of the Employer.**

#### **17.07**

- (a) In the event that circumstances require the layoff of seniority employees, the Employer shall endeavour to provide as much notice of the impending layoff as may be possible. In the event of a layoff, employees shall be laid off in the reverse order of seniority, subject to those employees who are retained being qualified and willing to perform the work required. The matter of qualifications is a decision of the Employer, which shall not be exercised in an unfair or unreasonable manner.
- (b) Seniority employees who are laid off will be retained on the seniority list and have recall rights for a period of one (1) year from the effective date of the layoff.
- (c) Educational Resource Workers will be recalled in order of seniority provided that they possess the required qualifications.
- (d) Recall to work shall be by registered letter addressed to the last address recorded by the employee with the Employer. It shall be the duty of the employee to notify the Employer promptly of any change of address. Should the employee fail to do this, the Employer shall not be responsible for failure of a notice sent by registered mail to reach such employee. An employee who is recalled to work must signify intent to return within two (2) working days after notice of recall has been received and must return on the date specified or give valid reason why this is not possible. In any event, the employee must return within ten (10) working days of the Board's acceptance of such valid reason or

forfeit the right to recall. The time limits in this Article may be extended by the Employer.

#### **17.08**

- (a) **Short Term** Educational Resource Workers are those Educational Resource Workers who are hired for a term of less than **ten (10)** months. The dismissal of a **Short Term** Educational Resource Worker will not be made the subject of a grievance. Educational Resource Workers who serve in a series of **short term** assignments, totalling fourteen (14) months over a period of two (2) consecutive years, are deemed to be Probationary Educational Resource Workers subject to a five (5) month probationary period. Following the successful completion of the probationary period, **written notice of seniority will be provided**. Seniority shall be from the date of hire which commenced the period of assignments counted herein.
- (b) When a **Short Term** Educational Resource Worker **accepts** a permanent position, the Board may, in its discretion, reduce the probationary period **by not less than five (5) months** provided the Educational Resource Worker was employed by the Board for at least five (5) continuous months immediately prior to the permanent assignment. Such Educational Resource Worker shall be notified of the completion of his/her probationary period, and shall then be entered on the Educational Resource Workers' seniority list and such seniority shall date from the date of hire which commenced the most recent **short term** placement.
- (c) **At the conclusion of short term assignment(s), the Board will continue to consider short term Educational Resource Workers for permanent vacancies which may arise, before outside hires.**

### **ARTICLE 18 – EMPLOYMENT AND PLACEMENT DEFINITIONS**

#### **18.01**

**Special Education Placement positions are those positions approved by the Board to support designated students with special needs.**

#### **18.02.1 Staffing and Posting**

- (a) The Employer will inform the Association of the annual projected staffing estimates for each Family of Schools in each year upon the availability of such estimates. Using the annual projected staffing estimates, the Employer will notify employees as soon as possible, but no later than June 1st in each school year, of their tentative placement for the next school year.
- (b) Any positions that become vacant between February 1 and June 30 shall be filled on a temporary basis only and shall be posted between April 15 and June 15 of that year. The Employer will post new jobs or known vacancies that are to be filled for the upcoming school year on the Board's automated Job Opportunities

Bulletin System ("J.O.B.S.") between July 15 and August 15 each year. All applicants will be interviewed and the tentative offers made by August 31.

- (c) The postings for vacant positions will include the location of the vacancy (including the tentative school name if known) and any specific skills/duties that may be required of the successful applicant. Elementary or Secondary placement will also be indicated on the posting if known by the Family of Schools Superintendent.
- (d) All employees who have successfully completed their probationary period are eligible to apply for postings cited in 18.02.1 (b). No applicant from outside the bargaining unit shall be considered for posted vacancies unless there are no suitable qualified internal applicants.

#### **18.02.2**

- (a) Facilitated Transfer request forms will be available in the schools by February 15. Any employee wishing to apply for a Facilitated Transfer to another Family of Schools effective September 1 of the following school year shall complete the appropriate form and submit it to the Human Resources Department. Facilitated Transfer requests will be received until April 30.
- (b) The name of the employee who submits a request for a Facilitated Transfer will be placed on a list to be distributed to the Family of Schools Superintendents by May 15. The employer shall give reasonable consideration to accommodate Facilitated Transfer requests.
- (c) An employee who is granted a Facilitated Transfer will take the placement assigned.

#### **18.03**

In making transfers, the Employer shall consider the following two (2) factors in determining which employee is selected:

- (a) the skill, knowledge, training, competence and overall suitability of the individual to do the job.
- (b) when the factors listed in (a) are relatively equal between two (2) or more candidates, seniority shall govern.

#### **18.04**

In selecting the employee in the Family of Schools who will be declared redundant to the Family, the Board will look at the following factors:

- (a) any skills, knowledge, training, competence and overall suitability of the individual to do the jobs;

- (b) the selection which would create the least administrative disruption to the distribution of assignments within the Family of Schools;
- (c) when the factors listed in (a) and (b) above are relatively equal between two (2) or more candidates, as determined by the Superintendent of Schools, the least senior employee shall be declared redundant.

### **18.05 Process for Placement of Redundant Employees**

Senior employees whose positions have been declared redundant shall:

- (a) be given the opportunity to accept vacant positions that may be available, for which the employee is qualified and willing to perform the work, or
- (b) failing (a), displace the least senior employee within the Family of Schools to which the redundant employee is assigned, provided the employee is qualified to do the work, or
- (c) failing (b), displace the least senior employee in the bargaining unit, provided the employee is qualified to do the work, or
- (d) failing (c), the employee is subject to layoff.
- (e) Any employee displaced as a result of 18.05 (b) or 18.05 (c) shall be given the same rights of 18.04 and 18.05 in order to find a new position.

### **18.06**

The Board retains the right to select external candidates when the conditions of Articles 17.07 (a, b, & c), 18.02.1 and 18.05 have been met.

### **18.07**

No seniority Educational Resource Worker shall lose seniority or service as a result of any transfer, placement or assignment under this collective agreement.

### **18.08**

When an Educational Resource Worker's assignment is changed from one (1) school location to another during the school year, the Family of Schools' Superintendent involved will advise the Educational Resource Worker, in writing, of the change, at least one (1) week in advance, except in the case of unpredictable student movement.

If the change places an Educational Resource Worker into a lower paying classification in the bargaining unit, the pay level shall remain at the higher rate for the remainder of the school year.

The change will not restrict the Educational Resource Worker from accessing the transfer procedure or the posting procedure during the same school year.



Upon request from the Association, the Board agrees to provide reasons to the President of the Association for the changed assignment.

## **ARTICLE 19 – JOINT CONSULTATION COMMITTEE**

### **19.01**

A Joint Consultation Committee shall be established to consider matters of mutual interest to the Association and the Board. The Association and the Board shall each be entitled to four (4) representatives on the Committee.

### **19.02**

The Joint Consultation Committee shall meet bi-monthly during the school year only or by mutual agreement of the parties.

## **ARTICLE 20 – DISCHARGE AND DISCIPLINARY CASES**

### **20.01**

An employee who claims that he/she has been disciplined or discharged without just cause may grieve such discipline or discharge starting at Step 2 of the Grievance Procedure.

## **20.02**

- (a) In the event an employee is to be disciplined or discharged, such employee is entitled to be accompanied by a representative of the Association. The Association will make available a representative within a reasonable period of time to attend such a meeting before the discipline is imposed. In the absence of such representation, the discipline imposed shall be set aside until the employee has received representation at a meeting of the parties.
- (b) Every Educational Resource Worker has the right to knowledge of any and all information kept on said employee and all information is accessible to him/her at a reasonable time.

The personnel file maintained by the Board's Human Resources Department can be accessed by contacting the Superintendent of Human Resources, or designate, in writing, to arrange an appointment to view the file during normal business hours of the Catholic Education Centre.

- (c) The Board shall notify an Educational Resource Worker of any disciplinary notation which it intends to place in the Educational Resource Worker's personnel file. A seniority Educational Resource Worker who disagrees with a disciplinary notation may grieve said disciplinary notation.

## **20.03**

**The President of the Association shall receive a copy of any disciplinary sanction imposed on an employee.** However, failure to receive such information shall not affect the validity of any action taken by the Board nor the grievability of the action by the Association or employee. Upon notification by the Association, the Board shall forward the written sanction to the President immediately.

## **ARTICLE 21 – WORKPLACE CONDITIONS**

### **21.01 HEALTH & SAFETY**

**The health and safety of its Educational Resource Workers and Students is a matter of paramount importance to the Board. In recognition of that fact, the Board shall take all reasonable precautions to protect the health and safety of its Educational Resource Workers and Students.**

### **21.02 SEXUAL HARASSMENT**

Every employee in this bargaining unit has a right to be free of sexual harassment in the workplace.

## **ARTICLE 22 – NO STRIKE, NO LOCKOUT**

### **22.01**

During the term of this Agreement neither the Association nor any employee covered by this Agreement shall take part in or call or encourage any strike, slowdown, or any suspension of work or picketing or other interference against the Board which shall in any way limit the normal operations of the Board. During the term of this Agreement, the Board shall not engage in any lockout of its employees covered by this Agreement.

## **ARTICLE 23 CATHOLIC CODE OF CONDUCT**

### **23.01**

The Board and the Association recognize the value of a safe school environment and accordingly a “Catholic Code of Conduct” has been established which shall apply to all employees covered by this agreement. It is understood that incidents involving violations of the “Catholic Code of Conduct” shall be dealt with in accordance with the said “Code”.

It is understood that an employee will approach the Principal or designate with any concerns with respect to the “Catholic Code of Conduct”. If the matter is not resolved, it is further understood that the Association shall, before accessing the Grievance Procedure, contact the school Principal or designate in an effort to resolve the concerns arising from the application and/or interpretation of the “Catholic Code of Conduct”.

It is also understood that any grievances arising shall be first engaged at Step Two of the Grievance Procedure as outlined in Article 15 of the collective agreement.

## **ARTICLE 24 – DURATION AND RENEWAL**

### **24.01**

This Agreement shall have effect from **March 1, 2003** up to and including **February 29, 2004** and from year to year thereafter unless either party gives the other party notice in writing between the dates August 1st and November 30th, in the year of its termination, that it desires to negotiate with a view to the renewal of this Agreement.

### **24.02**

The parties shall meet within thirty (30) calendar days from the giving of the notice, and shall negotiate in good faith and make every effort to arrive at an agreement.

### **24.03**

**There will be a simultaneous exchange of proposals/issues at a mutually agreed upon negotiations meeting.**

**24.04**

In the year prior to the expiration of the Agreement, the Board shall make available to the Association, the qualifications, experience, placement and benefits received, a scattergram indicating the salary and manner of calculation of each employee covered by the Agreement as of October 31<sup>st</sup>. The President shall be provided this information by November 15<sup>th</sup>. Upon agreement with these figures, these figures shall be used for costing purposes for the next Agreement.

**24.05**

The Board shall provide a copy of this Agreement to each Educational Resource Worker within a reasonable time period. Further, the Board shall provide each new Educational Resource Worker with a copy of this Agreement at the time of hire. The Association shall be provided an opportunity to review and proof the collective agreement before copies are printed. The cost of printing sufficient copies for the employees, the Association, and the Board shall be shared equally between the Board and the Association.

IN WITNESS WHEREOF the Board and the Association have caused the attached Agreement to be signed in their respective names by their duly authorized representatives as of this **19th** day of **March, 2003**.

**DUFFERIN-PEEL CATHOLIC DISTRICT  
SCHOOL BOARD**

**THE DUFFERIN-PEEL EDUCATIONAL  
RESOURCE WORKERS' ASSOCIATION**

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**ANNUAL SALARY SCHEDULE**

<b>March 1, 2003</b>	<b>Category 1</b>	<b>Category 3</b>
<b>Yrs. of Exp. 0</b>	<b>26,218</b>	<b>32,446</b>
<b>1</b>	<b>26,896</b>	<b>33,115</b>
<b>2</b>	<b>27,745</b>	<b>34,160</b>
<b>3</b>	<b>28,748</b>	<b>34,986</b>
<b>4</b>	<b>29,657</b>	<b>35,888</b>
<b>5</b>	<b>30,475</b>	<b>36,699</b>
<b>6</b>	<b>30,922</b>	<b>37,243</b>
<b>7</b>	<b>31,817</b>	<b>38,132</b>

It is understood and agreed that the annual salary includes vacation pay as required by the Employment Standards Act.

**ANNUAL SALARY SCHEDULE**

<b>February 1, 2004</b>	<b>Category 1</b>	<b>Category 3</b>
<b>Yrs. of Exp. 0</b>	<b>26,480</b>	<b>32,771</b>
<b>1</b>	<b>27,165</b>	<b>33,446</b>
<b>2</b>	<b>28,022</b>	<b>34,501</b>
<b>3</b>	<b>29,035</b>	<b>35,336</b>
<b>4</b>	<b>29,954</b>	<b>36,247</b>
<b>5</b>	<b>30,780</b>	<b>37,066</b>
<b>6</b>	<b>31,231</b>	<b>37,616</b>
<b>7</b>	<b>32,135</b>	<b>38,513</b>

It is understood and agreed that the annual salary includes vacation pay as required by the Employment Standards Act.

## LETTER OF UNDERSTANDING #1

November 24, 1988

The parties agree and understand that:

1. All employees who have completed their probationary period are considered seniority employees of the Board.
2. The past practice of laying off all employees in June of each year will no longer occur, and in turn, there will be no need to recall people over the summer and into the fall in order to fill placements.
3. Where there is a need to transfer an Educational Resource Worker from one (1) assignment to another, the Board will give as much advance notice as possible of the new assignment. In general, the Board and the Association both support the policy of "as little disruption as possible".
4. Lay-offs shall be in accordance with the provisions of this Agreement.

## LETTER OF UNDERSTANDING #2

The parties recognize the Board's Policy regarding verbal, physical and sexual abuse of employees by students as outlined in the Catholic Code of Conduct. It is understood that all such concerns will be brought immediately to the attention of the Principal and be acted on as deemed appropriate in consultation with the Educational Resource Worker.

## LETTER OF UNDERSTANDING #3

The Board will advise the Association in writing, in September of each school year, of the names of the **Supervisory Officers**, if any, who have been designated **by the Director** under Articles 1.02, 8.02, 10.05 (a), 10.06, 10.07, **18.01** and 20.02 (b). It is understood that such responsibilities and designations can be reassigned by the Board at any time without notice.

## LETTER OF UNDERSTANDING #4

The parties agree that Association input will be sought when the Transfer/Allocation Process is amended and/or reviewed by the Employer.

### **LETTER OF UNDERSTANDING #5**

Where possible, employees will be given the opportunity to have either a break, or lunch, with other school staff on a regular basis.

In the spirit of building school community and advocating inclusion, while providing for the safety of students, the parties agree that where possible, schedules will be arranged to provide each employee with a rest break in each half of the day.

### **LETTER OF UNDERSTANDING #9**

An Educational Resource Worker who is assigned to more than one work location per day, shall have a travel plan created by the Principal(s) involved. The travel plan will ensure sufficient time to travel between work locations and ensure lunch break of 40 continuous minutes.

### **LETTER OF UNDERSTANDING #10**

It is understood that all concerns with respect to the distribution of yard/supervisory duty will be brought immediately to the attention of the Principal and be acted upon as deemed appropriate, in consultation with the Educational Resource Worker.

It is also understood that where an Educational Resource Worker is employed by the Board less than full time, any concerns regarding the proportion of the assigned yard/supervisor duties will be brought immediately to the attention of the Principal.

Should any such issue not be resolved after consultation with the school Principal, the matter may be referred to the Family of Schools Superintendent for discussion.

It is further understood that upon developing and/or revising the yard/supervisory duty roster the school Principal shall consult with an Educational Resource Worker representative at that school location.

### **LETTER OF UNDERSTANDING #11**

New employees hired as a Category 1 employee are encouraged to become certified within five (5) years from the date of hire.

### **LETTER OF UNDERSTANDING #12**

**A Committee has been formed which will continue to operate for the purpose of Pay Equity Maintenance.**



### **LETTER OF UNDERSTANDING #13**

Effective January 1st, 1995, the Board implemented a Deferred Salary Leave Plan for employees.

### **LETTER OF UNDERSTANDING #14**

OSBIE's comprehensive liability policy provides protection to teachers, staff and volunteers in the event injuries are caused to others through their negligence while administering first aid or prescribed medications while carrying out their duties on behalf of the board.

In situations where special or unusual medical procedures are needed to assist students, there should be joint communication between the school, the parents, the student's doctor, and the public health officials. The staff needs to receive instructions, training and signed request forms from the parents/doctor to administer medications or procedures. Administering of prescribed medications should be done in accordance with board procedures. Nothing should be undertaken without signed request forms, and without training.

### **LETTER OF INTENT #1**

The parties acknowledge and agree that services performed by Occasional Teachers do not normally constitute the duties regularly assigned to Educational Resource Workers; however, it is recognized that in response to emergency situations, the Principal of a school may deploy staff, including Educational Resource Workers, in whatever manner is necessary to ensure student supervision and safety.

### **LETTER OF INTENT #2**

An Educational Resource Worker who regularly carries out catheterization, suctioning, g-tube hydration and/or bolus hydration duties shall be paid an allowance of **\$90.00** per month during the school year, for as long as the Educational Resource Worker performs said duties.

### **LETTER OF INTENT #3**

The parties agree that the Board will bring the Job Share Plan developed by both parties and approved by Board Instructional Council on September 30, 2002 to a

future Board Administrative Council meeting for approval and direction on implementation.

**LETTER OF INTENT #4**

**Re: Return to Work**

The parties agree to establish a Joint Committee to address issues related to return to work after an employee absence. Recommendations from this Committee will be referred to the Superintendent of Employee Relations.

**LETTER OF INTENT #5**

**Re: Staffing and Postings**

The parties agree to establish a joint committee to address staffing and posting issues. This Committee will meet within sixty (60) days of ratification. Recommendations from this Committee will be referred to the Superintendent of Human Resources.

**LETTER OF INTENT #6**

The parties agree to establish a Joint Committee to address issues relating to experience gained during the Social Contract period.

**LETTER OF INTENT #7**

The Board agrees to in-service all Elementary and Secondary Principals and Vice-Principals with regard to the terms and conditions of the new collective agreement.