

A G R E E M E N T

Between

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4148
(CLERICAL AND EDUCATIONAL ASSISTANTS)**

September 1, 2004 to August 31, 2007
Sault Ste. Marie, Ontario

**CUPE LOCAL 4148 (CLERICAL AND EDUCATIONAL ASSISTANTS)
AND HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD
COLLECTIVE AGREEMENT**

This agreement made this 27th day of April, 2004.

Between

Huron-Superior Catholic District School Board,

hereinafter called “the Employer”,

Party of the First Part:

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical and Educational Assistants)**

hereinafter called “the Union”,

Party of the Second Part:

INDEX

Article No.	Page
Article 1	PURPOSE <u>1</u>
Article 2	SCOPE <u>1</u>
Article 3	RECOGNITION <u>1</u>
3.01	<u>Bargaining Unit</u> <u>1</u>
3.02	<u>Work of the Bargaining Unit</u> <u>1</u>
3.03	<u>No Other Agreements</u> <u>1</u>
3.04	<u>Right of Fair Representation</u> <u>2</u>
3.05	<u>Union Officers and Committee Members</u> <u>2</u>
Article 4	HUMAN RIGHTS <u>2</u>
4.01	<u>Employer Shall Not Discriminate</u> <u>2</u>
4.02	<u>Human Rights Act</u> <u>2</u>
4.03	<u>Personal Rights</u> <u>2</u>
4.04	<u>Sexual/Personal Harassment</u> <u>2</u>
Article 5	MANAGEMENT RIGHTS..... <u>3</u>
Article 6	UNION MEMBERSHIP REQUIREMENT..... <u>4</u>
6.01	<u>All Employees to be Members</u> <u>4</u>
Article 7	CHECK-OFF UNION DUES..... <u>4</u>
7.01	<u>Check-Off Payments</u> <u>4</u>
7.02	<u>Deductions</u> <u>4</u>
7.03	<u>Dues Receipt</u> <u>4</u>
Article 8	EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES..... <u>4</u>
8.01	<u>Potential Employees</u> <u>4</u>
Article 9	CORRESPONDENCE <u>5</u>
Article 10	UNION COMMITTEES <u>5</u>
10.01	<u>Representatives</u> <u>5</u>
10.02	<u>Union Bargaining Committee</u> <u>5</u>
10.03	<u>Function of Bargaining Committee</u> <u>5</u>
10.04	<u>Meeting of Committee</u> <u>6</u>
10.05	<u>Time Off for Meeting</u> <u>6</u>
10.06	<u>Technical Information</u> <u>6</u>
10.07	<u>Co-ordinating Committee</u> <u>6</u>
Article 11	AGENDA AND MINUTES OF BOARD MEETINGS <u>6</u>
Article 12	GRIEVANCE PROCEDURE..... <u>6</u>

12.02	<u>Recognition of Union Stewards and Grievance Committee</u>	<u>7</u>
12.03	<u>Names of Stewards and Permission to Leave Work</u>	<u>7</u>
12.04	Step 1	<u>7</u>
	Step 2	<u>8</u>
	Step 3	<u>8</u>
12.06	<u>Policy Grievance</u>	<u>8</u>
12.08	<u>Deviation from Grievance Procedure</u>	<u>8</u>
Article 13	ARBITRATION	<u>9</u>
Article 14	EMPLOYEE REPORTS	<u>9</u>
Article 15	DISCHARGE, SUSPENSION AND DISCIPLINE	<u>10</u>
Article 16	PROMOTIONS AND STAFF CHANGES	<u>11</u>
16.01	<u>Job Postings</u>	<u>11</u>
16.02	<u>Information in Postings</u>	<u>12</u>
16.03	<u>Trial Period</u>	<u>12</u>
16.04	<u>Management Rights to Transfer Educational Assistants</u>	<u>12</u>
16.05	<u>Management Rights to Increase Hours</u>	<u>13</u>
Article 17	SENIORITY	<u>14</u>
17.01	SENIORITY - DIVISION A - EDUCATIONAL ASSISTANT GROUP	<u>14</u>
17.02	SENIORITY - DIVISION B - CLERICAL GROUP	<u>14</u>
17.06	<u>Probation for Newly Hired Employees</u>	<u>15</u>
17.07	<u>Loss of Seniority</u>	<u>16</u>
17.09	<u>Transfer and Seniority Outside Bargaining Unit</u>	<u>17</u>
Article 18	LAYOFFS AND RECALL (EDUCATIONAL ASSISTANTS)	<u>17</u>
18.05	<u>Recall Procedure</u>	<u>18</u>
Article 19	LAYOFFS AND RECALL (CLERICAL)	<u>20</u>
19.04	LAYOFF PROCESS AND GUIDING PRINCIPLES	<u>21</u>
19.06	<u>Recall Procedure</u>	<u>22</u>
Article 20	HOURS OF WORK	<u>23</u>
20.02	<u>Rest Period/Lunch Break</u>	<u>25</u>
20.03	<u>Overtime Defined</u>	<u>25</u>
20.05	<u>Turn Around Time</u>	<u>26</u>
20.06	<u>Payment For or Supply of Meals</u>	<u>26</u>
20.07	<u>No Layoff to Compensate for Overtime</u>	<u>26</u>
Article 21	PROFESSIONAL ACTIVITY DAYS	<u>26</u>
Article 22	SICK LEAVE PROVISIONS	<u>26</u>
22.01	<u>Sick Leave Defined</u>	<u>26</u>
22.02	<u>Sick Leave Plan</u>	<u>27</u>
22.05	<u>Sick Leave Record</u>	<u>28</u>
Article 23	LEAVE OF ABSENCE	<u>28</u>

23.01	<u>Union Business or Public Office:</u>	<u>28</u>
23.02	<u>Funeral Leave</u>	<u>29</u>
23.03	<u>Pregnancy/Parental Leave</u>	<u>30</u>
23.04	<u>Other Leaves</u>	<u>31</u>
23.05	<u>Court Appearances</u>	<u>32</u>
23.06	<u>Jury Duty</u>	<u>32</u>
23.07	<u>Citizenship Leave</u>	<u>32</u>
23.08	<u>Mourner’s Leave</u>	<u>32</u>
23.09	<u>Compassionate Leave</u>	<u>32</u>
Article 24	<u>METHOD OF PAY PLAN (PAYDAY)</u>	<u>33</u>
24.02	<u>Payment of Wages and Allowances</u>	<u>33</u>
24.03	<u>Rate of Pay on Promotion or Reclassification</u>	<u>33</u>
24.04	<u>Pay on Transfer, Lower-Rated Job</u>	<u>34</u>
24.05	<u>Gas Allowance/Travel Expense</u>	<u>34</u>
24.06	<u>Procedures Regarding Inclement Weather</u>	<u>34</u>
24.07	<u>Recognized Holidays</u>	<u>35</u>
Article 25	<u>VACATIONS</u>	<u>36</u>
Article 26	<u>PENSION PLAN</u>	<u>37</u>
Article 27	<u>BENEFITS</u>	<u>37</u>
Article 28	<u>WORKPLACE SAFETY AND INSURANCE BENEFITS</u>	<u>40</u>
Article 29	<u>TECHNOLOGICAL CHANGE</u>	<u>41</u>
Article 30	<u>PRESENT CONDITIONS TO CONTINUE</u>	<u>42</u>
Article 31	<u>BULLETIN BOARDS</u>	<u>42</u>
Article 32	<u>TERM OF AGREEMENT</u>	<u>42</u>
Article 33	<u>PRINTING OF AGREEMENT</u>	<u>42</u>
Article 34	<u>NO STRIKES OR LOCKOUTS</u>	<u>42</u>
Article 35	<u>JOINT JOB EVALUATION COMMITTEE</u>	<u>43</u>
	<u>SCHEDULE "A"</u>	<u>44</u>
	Clerical Wage Rates.....	<u>44</u>
	Educational Assistant Wage Rates:.....	<u>44</u>
	<u>SCHEDULE "B" - JOB CLASSIFICATIONS</u>	<u>46</u>
	 LETTER OF AGREEMENT	
	<u>RE: Ontario Health Insurance Plan</u>	<u>47</u>

LETTER OF AGREEMENT <u>RE: Labour Management Committee</u>	<u>48</u>
LETTER OF AGREEMENT <u>RE: Recognized Holidays</u>	<u>49</u>
LETTER OF AGREEMENT <u>RE: Vacation Bonus</u>	<u>50</u>
LETTER OF AGREEMENT <u>RE: Retirement Gratuity</u>	<u>51</u>
LETTER OF AGREEMENT <u>RE: Pregnancy/Parental Leave</u>	<u>52</u>
LETTER OF AGREEMENT <u>RE: Placement Meeting for Educational Assistants</u>	<u>53</u>
LETTER OF AGREEMENT <u>RE: Sick Leave Record</u>	<u>54</u>

Article 1 PURPOSE

1.01 It is the purpose of both parties to this agreement:

- 1) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- 2) To encourage efficiency and productivity in operations.
- 3) To promote the morale and well-being of all employees in the bargaining unit.

Article 2 SCOPE

2.01 The Scope of this Agreement shall apply to the Office, Clerical, Technical and Educational Assistants unit, being: all employees of the Huron-Superior Catholic District School Board engaged in office, clerical and technical positions and educational assistants, save and except supervisors, persons above the rank of supervisor, payroll supervisor, purchasing agent, revenue officer, transportation and planning officer, accountant, benefits administrator, secretary to the Director of Education, secretaries to the superintendents, secretary to the manager of plant services, secretary to the co-ordinator of personnel services, computer technician, counsellors, speech language pathologists and psychometrist.

Article 3 RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4148 as the sole and exclusive collective bargaining agent for all employees as outlined in Article 2.01 save and except supervisors, persons above the rank of supervisor and persons covered by any other bargaining unit, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

3.02 Work of the Bargaining Unit

The Board agrees that no employee shall be laid off or receive a reduction in normal pay because of work being sub-contracted, leased, assigned, conveyed or transferred to any other person or company. Volunteers may be used to enhance the services of the Board but no employee will have their hours of work reduced as a direct result of the use of such a volunteer.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or her/his representative which conflicts with the terms of this collective agreement.

3.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of additional representatives of the Canadian Union of Public Employees or any other advisors, upon written notice to the Board designated official, when dealing or negotiating with the Employer.

3.05 Union Officers and Committee Members

Where Union officers and committee members are required to be absent from their positions in order to carry out their functions under this agreement at the request of, or by mutual consent of the Board, such permission may be granted by the Co-ordinator of Personnel Services. Where such a meeting is arranged during working hours, employees will not suffer any reduction in normal pay for that time. Time off for grievance related matters will be as per Article 12 (Grievance Procedure).

Article 4 HUMAN RIGHTS

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of her/his membership or activity in the Union.

The above does not apply where the Employer is able to demonstrate a *bona fide occupational requirement* such as same sex gender care.

4.02 Human Rights Act

Any claim by an employee or the Union pertaining to a violation of the *Human Rights Act* or the *Employment Standards Act*, may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

4.03 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be required to do personal services for a supervisor which are not connected with the operation of the Employer.

4.04 Sexual/Personal Harassment

The Union and the Employer recognize the right of the employees to work in an environment free from sexual/personal harassment, and the Employer recognizes its

responsibility to maintain a discrimination-free work place.

1) Definition of Sexual Harassment

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or work place relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- (i) inappropriate touching, including touching which is expressed to be unwanted;
- (ii) suggestive remarks or other verbal abuse with a sexual connotation;
- (iii) compromising invitations;
- (iv) repeated or persistent leering at a person's body;
- (v) demands for sexual favours;
- (vi) physical assault.

2) Definition of Personal Harassment

Personal harassment shall be defined as any behaviour which denies individuals their dignity and respect, and that is offensive, embarrassing and humiliating to said individual, or that which causes personal harassment of another employee in carrying out her/his duties or in the provision of her/his services.

Where an employee feels that she/he is being harassed, she/he shall inform the person in question that the behaviour in question is unwelcome. The employee shall have the right to have a union official or a member of the Board administration staff present at the meeting should she/he so desire.

4.05 This Article will not be construed as in any way limiting the employee's rights to seek redress through any other legal procedure available to her/him.

Complaints under this Article may be processed as grievances at Step 2 of the grievance procedure.

Article 5 MANAGEMENT RIGHTS

5.01 Except as modified by this agreement and to the extent specifically described in this agreement, all rights and prerogatives of management are retained by the Board and remain exclusively and without limitation within the right of the Board and its administration. Without limiting the generality of the foregoing, the Board's rights shall include:

The right of the Board to hire, direct, promote, demote, classify jobs, transfer, suspend, lay-off employees, and also the right of the Board to discipline or discharge any employee for just cause; provided, however, that a claim by an employee who has acquired seniority that she/he has been discharged, suspended, demoted or disciplined without just cause, or that the Board 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.

Article 6 UNION MEMBERSHIP REQUIREMENT

6.01 All Employees to be Members

All employees of the Employer shall, as a condition of 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 employment, all new employees shall become and remain members in good standing of the Union within thirty days of employment.

Article 7 CHECK-OFF UNION DUES

7.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

7.02 Deductions

Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications and gender of employees from whose wages the deductions have been made. The Union shall indemnify and save the Employer harmless with respect to all claims made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

7.03 Dues Receipt

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of the Union dues paid by each Union member in the previous year.

Article 8 EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

8.01 Potential Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in full force and effect and issue a copy of the agreement to each employee the first day they are hired with a written notice to the Union Secretary and the appropriate Group Vice-President of the employee's name, address and phone number.

Article 9 CORRESPONDENCE

9.01 All correspondence arising out of this agreement or incidental thereto, shall pass to and from the designated Board personnel and the Group Vice-Presidents and Recording Secretary of C.U.P.E., unless specified otherwise within this Agreement. The National Representative shall receive a copy of all correspondence relating to grievances, discharge and discipline.

9.02 When the Board establishes a new or modified policy that has a direct impact on the employees, a copy of such policy shall be forwarded to the Group Vice-Presidents, and a notice of such new or modified policy shall be posted at each worksite on the CUPE bulletin board.

Article 10 UNION COMMITTEES

10.01 Representatives

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

The Union shall elect or otherwise appoint a Negotiating Committee comprised of five (5) Board employees and the National Representative, for the purpose of negotiating this Collective Agreement between the Employer and the Union.

The Board agrees to pay the wages of five (5) of the Board employees named as the Union Negotiating Committee, up to a maximum of five (5) days, when those members are required to be absent from their place of employment to attend negotiating meetings with the Board dealing with direct negotiations of this Collective Agreement. The Board shall not be responsible for any additional expenses incurred such as, but not limited to, travel or accommodation.

10.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union bargaining committee to the Employer for discussion and settlement.

10.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

10.05 Time Off for Meeting

Any representative of a Union Committee, but not more than three (3) employees, who are in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

10.06 Technical Information

Upon written request from the Union, within ten (10) working days or as soon as possible thereafter, the Employer shall make available to the Union any information required by the Union such as budgets and financial statements, job descriptions, postings in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, and employee benefit plan, required for collective bargaining purposes.

10.07 Co-ordinating Committee

The Board Co-ordinating Committee shall be composed of the Negotiating Committees of the Board and the Union. It shall meet at the request of either party to explain Board policies, by-laws, regulations and matters of mutual concern.

Article 11 AGENDA AND MINUTES OF BOARD MEETINGS

11.01 A copy of the Agenda and the minutes of the Board Meeting shall be mailed to the C.U.P.E., Local 4148 President and Group Vice-Presidents as soon as available.

Article 12 GRIEVANCE PROCEDURE

12.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement.

In order for a grievance to be processed under the Grievance Procedure, the written statement of grievance shall contain the name(s) of the grievor(s), the facts giving rise to the grievance, the date or dates of the alleged violation of the agreement, and the provisions of the article(s) alleged to have been violated, and shall indicate the redress sought. The grievance must be signed by the grievor(s) and the Union Steward.

The requirements laid out above are not intended to limit nor restrict rights under the collective agreement nor access to the grievance arbitration procedure; these requirements are intended to provide the Board with information so as to be better able to address the matters at issue.

12.02 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents, in preparing and presenting her/his grievance in accordance with the grievance procedure.

The Grievance Committee shall be comprised of not more than three (3) employees of the Board for the purposes of dealing with and processing complaints and grievances. The Committee shall have the right to include the National Representative if necessary.

The parties agree that grievance meetings shall be scheduled after working hours. Where it is not possible to schedule a grievance or complaint meeting outside of regular working hours, the Board agrees to pay the wages of the grievor and/or Grievance Committee to attend the grievance or complaint meeting.

In the event of an arbitration, the Board agrees to pay the wages of the grievor(s) whose case is to go forward and the wages of two (2) members of the Grievance Committee. The Board is not responsible for transportation costs of either the grievor(s) or Grievance Committee.

12.03 Names of Stewards and Permission to Leave Work

The Union shall notify the Employer in writing of the names of each Steward and the department(s) she/he represents, before the Employer shall be required to recognize her/him.

All efforts shall be made to conduct such affairs outside of the working hours of the employees in question. Where a steward is required to leave her/his work during working hours to attend a meeting under this Article, such meetings shall be arranged in advance and arrangements shall be made to obtain the permission of her/his immediate supervisor.

In the event of an emergency, where a steward's services are required, a steward shall have permission to leave her/his workplace to attend to the matter upon notifying her/his immediate supervisor.

12.04 **Step 1**

It is agreed that there is no grievance unless the initial complaint has been brought to the attention of the immediate supervisor within twenty (20) working days of the event which gave rise to the complaint.

Before it can be considered a grievance, any complaint must first be discussed by the employee with her/his immediate supervisor. The Supervisor shall reply verbally to the employee within five (5) working days of such discussion taking place. Unresolved

complaints become grievances and may be submitted to Step 2 within fifteen (15) working days of the decision in Step 1.

Step 2

Failing satisfactory settlement under Step 1, within fifteen (15) working days following receipt of the Step 1 decision, the Grievance shall be submitted in writing to the Board designated official. For the outlying Districts of Michipicoten, Chapleau and the North Shore, the grievance may be submitted to the Principal of the School to be forwarded to the Board designated official.

Within five (5) working days of receipt of the Grievance, the Board designated official shall arrange a meeting between the Union Grievance Committee and the Board Grievance Committee. A decision shall be rendered in writing within ten (10) working days of the meeting.

The employee's supervisor and the grievor may be present. A conference call shall be considered a meeting with respect to fulfilling the requirements of this Article.

Step 3

Failing satisfactory settlement under Step 2, the Grievance shall be referred to binding arbitration in accordance with Article 13, provided such action is taken within a period of fifteen (15) working days of the response from the Board Grievance Committee.

12.05 The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the employer in the manner provided for in the grievance procedure. Such a grievance shall commence at Step 2.

12.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such grievance shall commence at Step 2 of the grievance procedure provided the grievance is submitted within thirty (30) calendar days of the incident or when the Union ought to have become aware of the incident.

12.07 It is further understood that the C.U.P.E. National Representative may be present at the request of either party at any grievance meeting.

12.08 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

12.09 Any grievance not processed by the Union within the prescribed time limits shall be considered abandoned on the basis of the last decision and shall not be subject to further appeal.

Failure on the part of the Employer to adhere to the time limits will result in the complaint or grievance being advanced to the next step of the grievance procedure.

The time limits may be extended by mutual agreement of the parties in writing.

12.10 For the purpose of this Article a work day is defined as a regular work day from Monday to Friday including Professional Activity Days but excluding statutory holidays.

Article 13 ARBITRATION

13.01 (a) Both parties to this agreement agree that any grievance may be referred to binding arbitration by written notice of such referral to the other party within the time limits set out above, and at the same time appoint its nominee to the Arbitration Board. The other party shall appoint its nominee within a reasonable time. The two (2) nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board.

(1) The Union and the Board agree that the provisions of the *Ontario Labour Relations Act* may supersede 13.01(a).

13.02 The Arbitrator or Board of Arbitration shall not alter, modify, or amend this Agreement in any manner, and shall not make any decision inconsistent with the provisions of this Agreement.

13.03 Each party shall be responsible for the expenses of its representative to the Board of Arbitration, and the expenses of the Chairperson of the Board of Arbitration shall be shared equally by the Board and the Union.

13.04 Wherever Arbitration Board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

13.05 Grievance Settlement Officer

The Employer and the Union may agree to the appointment of a Grievance Settlement Officer in an endeavour to effect a settlement prior to arbitration.

Article 14 EMPLOYEE REPORTS

14.01 The Employer shall notify an employee in writing of any expression of dissatisfaction concerning her/his work within ten (10) working days of the event of the complaint.

This notice shall include particulars of the work performance which led to such dissatisfaction. This is not intended to be disciplinary but is intended to be used to enhance the relationship and communication between the Employer and employee.

Article 15 DISCHARGE, SUSPENSION AND DISCIPLINE

15.01 The Board reserves the right to discipline or discharge an employee for just cause. A claim by a seniority employee of unjust discipline or discharge shall be treated as a grievance and the grievance procedure shall be followed as outlined in Article 12. Such grievances may be settled by confirming the Board's action or by reinstating the employee under any arrangement which is just and equitable in the opinion of the conferring parties or the Arbitration Board.

15.02 The Board will notify the employee(s) and the Union of all anticipated discipline or discharge actions in writing within fourteen (14) days of the event giving the name of the employee concerned and the reason for the anticipated discipline or discharge. In cases of discipline matters involving dismissal, loss of pay or written warnings, the employee shall receive written notification of the disciplinary action in the presence of the Group Vice-President. Where the Group Vice-President will not be available within three (3) working days, the Employer may require that the discipline be given in the presence of a different Grievance Committee Representative. Copies of all written warnings and notices of all disciplinary action shall be sent to the Group Vice-Presidents and the National Representative.

15.03 Personnel Files

(a) An employee shall have the right to have access during normal business hours to her/his personnel file upon written notice to the Board designated official.

The Board designated official shall be present when an employee reviews her/his personnel file located at the Board Office. The employee may be accompanied by a union representative.

(b) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing, if such evidence relates to any disciplinary matter which took place more than twenty-four (24) months previous to the issue giving rise to the hearing. Notwithstanding the above, however, evidence relating to disciplinary action taken by the employer as a result of sexual or moral misconduct, may be considered.

15.04 The Board will schedule non-complaint meetings with employees during the employee's hours of work. If such meetings are scheduled on the employee's time, attendance at the meeting will be at the employee's discretion.

15.05 Where there is clear and convincing evidence, following a formal investigation by

outside authorities and/or agencies, of sexual harassment or sexual assault of a student by an employee, the stipulated penalty for this infraction shall be the discharge of the employee, and such termination shall be deemed to be for just cause.

15.06 Designation of Supervisor

Every employee shall be notified of the name of her/his immediate designated supervisor.

The term “supervisor” when used in this Agreement shall mean a management person who is not a member of the bargaining unit.

Article 16 PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

- (a) Within fifteen (15) working days, permanent vacancies, newly created positions or positions where the hours have been increased (except where falling within the provisions of 16.05 below), shall be posted for a period of one (1) week excluding holidays. All postings will also be posted on the Board’s website at www.hscdsb.on.ca.

Where it can be determined in advance for temporary vacancies of greater than thirty (30) days, these temporary positions shall also be posted.

An employee wishing to make application, providing she/he is available for work at the time the position commences, shall do so within the required time limit forwarding written application to the Human Resources Department. For competitions occurring during the school year, the name of the successful applicant shall be posted in the schools. For those held while schools are not in operation, candidates will be notified of the successful applicant by regular mail.

- (b) In filling job vacancies and in the case of promotions or transfers within the bargaining unit, the Board will consider the candidate’s availability for work, qualifications, skills and ability to perform the work. If, in the judgement of the Board, two or more candidates meet and are deemed equal in the above criteria then the candidate with the greatest seniority in that division of the bargaining unit shall be selected for the position.

When considering applicants from the other division of the bargaining unit for positions outside of their division [under Article 17.01 (Educational Assistants) or Article 17.02 (Clerical)], the Board agrees to apply the criteria listed above to such candidates at the same time as considering non-seniority employees and candidates from outside the bargaining unit.

- (c) In the event that a vacancy occurs, or a new position is created during the summer vacation (July and August), the position shall be posted for a period of two (2)

weeks excluding statutory holidays. The Board will send a copy of the notice of the vacancy or new position to each employee in the bargaining unit to the last known home address on the records of the Human Resources Department.

Employees wishing to apply for the vacancy or new position shall do so in writing within the period indicated on the posting.

16.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements must be related to the job function and may not be established in an arbitrary or discriminatory manner. Job postings will include the job description.

Upon written request to the Co-ordinator of Personnel Services, an unsuccessful applicant for a posting shall be granted a meeting with the Co-ordinator of Personnel Services to discuss the posting and may request the presence of a Union official at said meeting.

16.03 Trial Period

The successful applicant shall be notified as soon as possible within a maximum of four (4) weeks following the end of the posting period. She/he shall be given a trial period of sixty (60) consecutive days of work in the position. Conditional on satisfactory service, the employee shall be declared permanent after the completion of the sixty (60) days, with the exception of temporary positions.

In the event the successful applicant proves unsatisfactory in the position at any time during the trial period she/he shall be returned to her/his former position, wage or salary rate, without loss of seniority.

If the employee is unable or unwilling to continue to perform the duties of the new position, she/he may request to return to her/his former position, provided the request is submitted in writing to the Board designated official within, and not more than, twenty-seven (27) calendar days from the date of appointment. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

Employees must have completed their trial period before they are eligible to apply for any position which may become available while serving their trial period, unless such a position involves an increase in hours or rate of pay.

16.04 Management Rights to Transfer Educational Assistants

Notwithstanding the above, the Board may initiate the transfer of a Special Education Assistant/Intervenor prior to the commencement of the school year where the Board has determined, in a reasonable and supportable manner, that the Special Education

Assistant/Intervenor has reached their potential with the student(s) at the school to which they are assigned. This clause is intended to prioritize the needs of students and the special role that Special Educational Assistants play in working with students. Should such a transfer take place, the Educational Assistant in question shall be allowed to exercise their bumping rights and shall not suffer any reduction in hours or pay. This clause is not intended to be used for disciplinary matters.

Prior to effecting any such transfer of an Educational Assistant, the Co-ordinator of Personnel Services shall arrange a meeting with the Educational Assistant, with Union representation present, to discuss the reasons for the transfer.

16.05 Management Rights to Increase Hours

- (a) The Board shall have the right to increase the hours of any Educational Assistant position up to a maximum of one half hour (.5) per day (two and one-half hours per week) without posting the position up until October 15th of any school year. This clause is to be used where the Board determines that such an increase is required in order to meet the supervisory and operational requirements of the school as a direct result of the transportation needs of the student(s) in question.
- (b) The Board shall have the right to increase the hours of any clerical position up to a maximum of one and one-half hours (1.5) per week without posting the position up until October 15th of any school year.
- (c) Where an increase in hours under the provisions of this article would result in the position being thirty-five (35) hours per week, the position shall be posted notwithstanding the provisions of this article.
- (d) Where a position is increased under the provisions of this article, the increased hours become part of the permanent hours of that position and the position must be posted the following school year. Any future increases in hours requires that the position be posted. Any reduction in hours requires that the employee be permitted to exercise their bumping rights.

16.06 The intent of this clause is to prioritize the needs of a student and the special role that Special Educational Assistants play in working with students. In those circumstances where a situation occurs that may negatively affect a student, and where the Board has determined, in a reasonable and supportable manner that this may occur, the Co-ordinator of Personnel Services shall arrange a meeting with any Educational Assistant(s) affected, with Union representation to reach a resolution.

In order to effect a resolution, the parties may agree to temporarily waive the applicable Collective Agreement language for the duration of the school year only. The effect of any such agreement will be that no seniority Educational Assistant(s) will suffer any reduction in their regular hours of work or rate of pay.

Where an agreement cannot be reached between the employer and the Union, the employee(s) revert to their rights under the Collective Agreement.

Article 17 SENIORITY

17.01 SENIORITY - DIVISION A - EDUCATIONAL ASSISTANT GROUP

- (1) For the purpose of this Agreement, a seniority employee is one who has successfully completed her/his probationary period. Casual or relief employees do not accrue seniority.
- (2) Seniority Defined

Seniority is defined as the length of continuous service of an employee from the date of hire in a permanent full-time or permanent part-time position within Division A of the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a Board-wide basis within Division A only. An employee does not reclaim their former seniority date where they have lost their seniority under the provision of Article 17.07 below.

- (3) There shall be one seniority list for Division A showing the employee's name, current classification as outlined in Schedule B and the date of hire of all employees who have completed their probationary period. An up-to-date seniority list shall be sent to the Union and employees via mail/courier in October of each year.

17.02 SENIORITY - DIVISION B - CLERICAL GROUP

- (a) For the purpose of this Agreement a seniority employee is one who has successfully completed her/his probationary period. Casual or relief employees do not accrue seniority.
- (b) Seniority Defined

Seniority is defined as the length of continuous service of an employee from the date of hire in a permanent full-time or permanent part-time position within Division B of the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a Board-wide basis within Division B only. An employee does not reclaim their former seniority date where they have lost their seniority under the provisions of Article 17.07 below.

- (c) There shall be one seniority list for Division B showing the employee's name, current classification as outlined in Schedule B and the date of hire of all employees who have completed their probationary period. An up-to-date seniority list shall be sent to the Union and employees via mail/courier in October of each year.

- 17.03 The seniority lists will be considered correct for all purposes unless the employee disputes its accuracy within three (3) calendar weeks from the date the list was mailed. The employee must file a written notice to the Board designated official within the specified time period outlining the grounds of objection.
- 17.04 The Employer shall maintain a separate non-seniority list for relief employees. An up-to-date list will be sent to the Union each October.
- 17.05 Lots will be drawn to determine the order of placement on the appropriate Seniority List for either Division A or B in the event that two or more employees have the same hire date.
- 17.06 Probation for Newly Hired Employees

- (a) A newly hired employee shall be on probation until she/he has worked a period of eighty (80) working days. After successful completion of the probationary period the employee's name shall be placed on the seniority list(s) and credit shall be given from the date of appointment to a permanent position. One (1) working day will be defined as one (1) scheduled day of work regardless of the number of scheduled hours of work per day. The probationary employee, however, shall be entitled to all other rights and privileges under this agreement other than those from which they are specifically excluded.

Probationary employees must complete their probationary period before they are eligible to apply for any temporary or permanent positions which may become available while serving their probationary period.

Notwithstanding the above, with the agreement of the parties, an employee may be eligible to apply for a temporary or permanent position where it can be determined that the temporary or permanent position does not conflict with their probationary position.

- (b) The Board may terminate the employment of a probationary employee for cause. In the event of a dispute between the Board and the Union regarding such discharge the standard of review shall be a lesser standard than just cause.
- (c) The probationary period of a full-time or part-time 12-month employee shall be extended by thirty (30) working days to provide for the opportunity to evaluate the performance of a probationary employee in the case where the supervisor is an academic employee and is off work for the summer months of July and August.
- (d) In the event that a relief employee is appointed to a permanent full-time/part-time position, within twelve months of serving the equivalent of the probationary period as per Article 17.06(a) while replacing a full-time/part-time employee on a continuous basis, such employee will be deemed to have completed their probationary period.

17.07 Loss of Seniority

An employee's established seniority shall be considered broken, forfeited and employment terminated when such employee:

- (a) resigns/retires
- (b) is discharged for just cause
- (c) is laid off for a period in excess of twenty-four (24) consecutive months
- (d) fails to return to work within fifteen (15) working days of being recalled
- (e) is absent from work for more than three (3) consecutive days without a bonafide reason or without notifying the supervisor

17.08 (a) Further to Article 17.07 above, where an employee is absent from work due to illness or accident, their seniority and benefit coverage shall be as follows:

1. during the first twenty-four (24) consecutive months of such absence the Board will continue to provide benefit coverage as set out in Article 27.
2. at the end of such twenty-four (24) month period the provisions of all benefits except for Life Insurance for such employees will cease. After twenty-four (24) months of such absence a seniority employee for whom the Board is no longer required to contribute toward the premium for benefits as specified in Article 27, may continue to participate in said benefits up to age sixty-five (65), subject to the terms and conditions of the respective carriers of such plans including continuing eligibility, and provided the employee pays to the Board the full cost of the premium(s) by way of either pre-authorized debit or post-dated cheques paid by the fifteenth (15th) day of each month.
3. the employee will continue to accumulate seniority during the twenty-four (24) month period after which time the employee will cease to accrue any additional seniority.

(b) The Board and the Union recognize their obligations to accommodate injured or disabled employees. Should an employee be medically certified as fit to return to work and can perform the essential duties of a position in the bargaining unit and this is confirmed by a Board appointed medical practitioner, the employee may be accommodated with a similar position to the position which the employee held prior to the date the employee stopped accruing seniority. The following conditions shall apply:

1. Seniority. The employee shall not accrue any additional seniority from the date at which they stopped accruing seniority after the twenty-four (24) month period as per Article 17.08 (a) 3. above to the date of reinstatement.
2. Retirement Gratuity. No employee will be entitled to more than one retirement gratuity from the Board.

3. Whether or not the Board is obligated to re-employ the employee shall be determined in accordance with the duty to accommodate up to the point of undue hardship under the *Ontario Human Rights Code*.

(i) The Employer, the Union, the employee in question and any other affected Board employees will make all reasonable efforts to assist in the accommodation of the employee.

17.09 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her/his consent. If an employee is transferred to a position outside of the bargaining unit, she/he shall retain her/his seniority accumulated up to the date of leaving the unit. Such employee shall have the right to return to a position in the bargaining unit within ninety (90) calendar days. If an employee returns to the bargaining unit, she/he shall be placed in a job consistent with her/his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

For the ninety (90) day period referred to above, the employee shall have recourse to the grievance procedure under the collective agreement with respect to disciplinary matters and shall pay union dues in accordance with Article 7.

Notwithstanding the above, an employee who transfers shall retain her/his seniority in this bargaining unit up to the date of leaving the unit to a maximum of twelve (12) consecutive months, as long as the employee remains a member of another CUPE bargaining unit of the Employer.

Article 18 LAYOFFS AND RECALL (EDUCATIONAL ASSISTANTS)

18.01 (a) An employee is considered to be laid off when:

- (i) there is reduction in the employee's regular hours of work, or
- (ii) an employee's position is declared redundant.

(b) Community is defined as: the former Board area of Sault Ste. Marie; the former Board area of Chapleau; the former Board area of Michipicoten; Blind River and Elliot Lake together; Espanola and Massey together.

18.02 In all cases, the employee who is to displace another employee through bumping must have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

18.03 The parties recognize the need to reduce disruption within the schools created by bumping during the school year. As a result, in the event of any layoff (as defined in Article 18.01) which occurs after March 1st of any school year, the Board shall have the managerial right to transfer the Educational Assistant in question to another position within the same community that is the same number of hours per week or greater, at the same rate of pay or greater, for the duration of the school year. The position the

Educational Assistant is transferred to may be available as a result of a vacancy or may be newly created by the Board. The laid off Educational Assistant may then exercise their seniority rights for the following school year.

18.04 (a) Within the Community

In the event of a layoff as defined in 18.01 above, an employee about to be laid off may:

- (1) accept the reduced hours in the event of a reduction in hours, or, accept the layoff and elect to have their name placed on the priority list for relief work for their community. An employee who elects not to exercise their bumping rights shall not be allowed to exercise them at a later date; or
- (2) exercise their seniority rights by bumping any employee within the same community with less seniority regardless of the number of hours of work.

The employee may not bump into a higher rate wage classification unless they have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

(b) Board-Wide Seniority

Where an employee is to be laid off and there is not a more junior Educational Assistant within the same community, the employee shall be allowed to exercise their seniority on a Board-wide basis.

However, unlike in (a) above, where an employee seeks to bump a more junior employee in a different community, she or he shall be required to bump the most junior employee in the community in question who works the same number of hours. Where there is no junior employee in the community in question who works the same number of hours, the employee shall be permitted to bump up in hours.

The employee may not bump into a higher rate wage classification unless they have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

Prior to allowing an employee to exercise their bumping rights outside of their community, for any layoff that occurs after March 1st, the Board shall have the right to exercise the provisions of Article 18.03 above in the community in which the employee seeks to exercise their bumping rights. As per 18.03 above, the employee would then exercise their bumping rights for the following school year.

18.05 Recall Procedure

Notwithstanding the process described below, the normal practice and procedure for recalling Educational Assistants at the commencement of the school year shall be to return them to the position they held at the end of the previous school year provided the position is still available (ie. same location, same number of hours, same classification). Where there has been a change in any of these conditions (location, hours, classification), the Educational Assistant will have the opportunity to exercise their rights as per this article.

Employees shall be recalled in reverse order of layoff provided the employee being recalled possesses the necessary qualifications, skills and ability to perform the work. Employees being recalled shall be notified by registered mail to their last address on the records of the Human Resources Department and shall have a period of fifteen (15) working days to respond. If no response is received from the seniority employee within this time limit, the seniority employee shall be deemed terminated.

It shall be the duty of all employees to notify the Human Resources Department promptly, in writing, of any change in address. Should the employee fail to do this, the Board shall not be responsible for failure of a notice to reach her/him and any notice sent by the Board by Registered Mail to the address which appears on the Personnel Record, shall be deemed conclusively to have been received by the laid off employee.

18.06 Seniority employees shall be placed on the recall list for twenty-four (24) consecutive months from their effective date of layoff. If after twenty-four (24) months they are not recalled, their names shall be removed from the recall list. There is no obligation on the Board to rehire employees who have been removed from the recall list after twenty-four (24) months.

18.07 Any seniority employee on the recall list who refuses to accept an available position within the community in which they were formerly employed shall be terminated. [Exceptions to this would include employees declining due to illness or pregnancy as certified by a qualified physician or other reasons deemed acceptable by the Board.]

An employee will not be required to accept a recall that is less than sixty percent (60%) of the hours the employee was regularly scheduled to work prior to being laid off. An employee is also not required to accept a recall that is less than two (2) hours per day unless the employee worked less than two (2) hours per day in the position they held prior to layoff.

An employee shall be given the opportunity, but shall not be required to accept, a recall to a position which is outside of their community as defined in 18.01(b) above.

An employee who declines a recall, however, shall not be permitted to bump into a position at any later date. The employee shall continue to have recall rights for twenty-four (24) months as per Article 18.06. Thus, an employee who refuses recall shall lose their seniority as per Article 18.06, twenty-four (24) months after a layoff.

18.08 An employee who is laid off from work, shall have for twenty-four (24) consecutive months from date of layoff, the opportunity for relief work within their community

provided the employee has submitted written notice to the Board designated official of her/his desire for relief work. Upon receipt of the written notice the laid off employee's name will be added to the Relief List. The opportunities for relief work will be offered to laid off employees in order of seniority prior to such work being offered to relief employees, provided the laid off employee possesses the qualifications, skills and ability to perform the work. Employees laid off from work who are offered relief work shall continue in the relief position for the duration of the available opportunity with the exception of positions being posted in accordance with Article 16. Seniority shall not be used by an employee laid off from work for placement into preferred opportunities.

18.09 Premiums for benefits shall not be paid by the Board while an employee is laid off. Employees who participate in the Board's benefits plan will have the opportunity to continue their benefits coverage during the summer layoff on an employee-paid basis provided the employee pays to the Board the full cost of the premium(s). Employees who are not recalled for work by October 31st shall have their participation in the benefits plan terminated.

Employees who are on lay-off and working in a "priority call-out" relief capacity for the Board are also not eligible for benefits even where this employment results in the employee working full-time hours on a regular basis.

18.10 In the event that such an employee is recalled within twenty-four (24) months, as per 18.05 above, the employee shall have their sick leave bank credits as of the date of lay-off reinstated.

Article 19 LAYOFFS AND RECALL (CLERICAL)

19.01 (a) Definition of Terms

1. Level is defined as the wage rate applicable to the position as described in Schedule A.
2. Job Classification is defined as the actual job as outlined in Schedule B.
3. Community is defined as: the former Board area of Sault Ste. Marie; the former Board area of Chapleau; the former Board area of Michipicoten; Blind River and Elliot Lake together, Espanola and Massey together.

19.02 An employee is considered to be laid off when:

- (i) there is a reduction in the employee's regular hours of work, or
- (ii) an employee's position is declared redundant.

19.03 In all cases of layoff, bumping and recall, the employee seeking to exercise their seniority rights must possess the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

19.04 LAYOFF PROCESS AND GUIDING PRINCIPLES

(a) Within the Community

In the event of a layoff as defined in 19.02 above, an employee about to be laid off may:

1. accept the reduced hours in the event of a reduction in hours, or, accept the layoff and elect to have their name placed on the priority list for relief work for their community. An employee who elects not to exercise their bumping rights shall not be allowed to exercise them at a later date; or
2. exercise their seniority rights by bumping any employee within the same community with less seniority regardless of the number of hours of work.

The employee may not bump into a higher rate wage classification unless they have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

(b) Board-Wide Seniority

Where an employee is to be laid off and there is not a more junior employee within the same community, the employee shall be allowed to exercise their seniority on a Board-wide basis.

However, unlike in (a) above, where an employee seeks to bump a more junior employee in a different community, she or he shall be required to bump the most junior employee in the community in question who works the same number of hours. Where there is no junior employee in the community in question who works the same number of hours, the employee shall be permitted to bump up in hours.

The employee may not bump into a higher rate wage classification unless they have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

(c) Limitations Applicable to all Bumps

Where a bump or transfer would result in the displacement of a level 4 (or higher) employee or an employee holding a position that is greater than 10 months (ie. 11 or 12 months), the Board shall hold a competition between the incumbent and the employee seeking to exercise their bumping rights. In order for the employee seeking to exercise their bumping rights to displace such an employee, they must be able to demonstrate that they can perform the duties of the position in question to a level which is equal to the incumbent in the opinion of the Board.

Consideration will be given to whether the candidate has held the position previously and how recently they held the position and/or whether they have performed the same or similar duties in another position or positions.

- (d) No employee shall use this Article to obtain a transfer which is not required in order to maintain their wage status, but is attempted merely to change their location/place of work (ie. change from one school to another).

19.05 If more than one (1) employee has the right to bump at the same time, the most senior employee as indicated on the most recent Seniority List (as per Article 17) will complete the entire bumping process, proceeding to the next most senior employee and so on.

19.06 Recall Procedure

- (a) When Seniority Employees are being recalled to work they will be recalled in reverse order of layoff, provided the employee to be recalled possesses the necessary qualifications, skills and ability to perform the work. Employees being recalled shall be notified by registered mail to their last address on the records of the Human Resources Department and shall have a period of fifteen (15) working days to respond. If no response is received from the seniority employee within this time limit, the seniority employee shall be deemed terminated.

- (b) It shall be the duty of all employees to notify the Human Resources Department promptly, in writing, of any change of address. Should the employee fail to do this, the Board shall not be responsible for failure of a notice to reach her/him, and any notice sent by the Board by Registered Mail to the address which appears on the Personnel Record, shall be deemed conclusively to have been received by the laid off employee.

19.07 Seniority employees shall be placed on the recall list for twenty-four (24) consecutive months from their effective date of layoff. If after twenty-four (24) months they are not recalled, their names shall be removed from the recall list. There is no obligation of the Board to rehire employees who have been removed from the recall list after twenty-four (24) months.

19.08 Any seniority employee on the recall list who refuses to accept an available position within the community in which they were formerly employed shall be terminated.

Exceptions to this would include employees declining due to illness or pregnancy as certified by a qualified physician or any other reason deemed acceptable by the Board.

- (a) An employee shall be given the opportunity, but shall not be required to accept, a recall to a position which is outside of their community as defined in 19.01 (a) above.

- (b) An employee will not be required to accept a recall that is less than sixty percent

(60%) of the hours the employee was regularly scheduled to work prior to being laid off.

An employee who declines a recall, however, shall not be permitted to bump into a position at any later date. The employee shall continue to have recall rights for twenty-four (24) months as per Article 19.07. Thus, an employee who refuses recall shall lose their seniority as per Article 19.07, twenty-four (24) months after a lay-off.

19.10 An employee who is laid off from work, shall have for twenty-four (24) consecutive months from date of layoff, the opportunity for relief work within their community provided the employee has submitted written notice to the Board designated official of her/his desire for relief work. Upon receipt of the written notice the laid off employee's name will be added to the Relief List. The opportunities for relief work will be offered to laid off employees in order of seniority prior to such work being offered to relief employees, provided the laid off employee possesses the qualifications, skills and ability to perform the work. Employees laid off from work who are offered relief work shall continue in the relief position for the duration of the available opportunity with the exception of positions being posted in accordance with Article 16. Seniority shall not be used by an employee laid off from work for placement into preferred opportunities.

19.11 Premiums for benefits shall not be paid by the Board while an employee is laid off. Employees who participate in the Board's benefits plan will have the opportunity to continue their benefits coverage during the summer layoff on an employee-paid basis provided the employee pays to the Board the full cost of the premium(s). Employees who are not recalled for work by October 31st shall have their participation in the benefits plan terminated.

Employees who are on lay-off and working in a "priority call-out" relief capacity for the Board are also not eligible for benefits even where this employment results in the employee working full-time hours on a regular basis.

19.12 In the event that such an employee is recalled within twenty-four (24) months, as per 19.07 above, the employee shall have their sick leave bank credits as of the date of lay-off reinstated.

Article 20 HOURS OF WORK

20.01 (a) Full-Time Employees

Clerical:

An employee shall only be considered a Full-Time employee where the employee is regularly scheduled to work at least thirty-five (35) hours per week twelve (12) months per year.

Educational Assistants:

An employee shall only be considered a Full-Time employee where the employee is regularly scheduled to work a minimum of twenty-five (25) hours per week and a maximum of 37.5 hours per week during the school year.

(b) Part-Time Employees

Clerical:

An employee shall be considered a Part-Time employee where the employee is regularly scheduled to work less than thirty-five (35) hours per week twelve (12) months per year or thirty-five (35) hours per week or less, for less than twelve (12) months per year.

Educational Assistants:

An employee shall be considered a Part-Time employee where the employee is regularly scheduled to work less than twenty-five (25) hours per week during the school year.

(c) Hours of Work

The hours of work shall normally be scheduled between 7:30 a.m. and 5:15 p.m. Monday to Friday. The work schedule will be arranged with the employee's immediate supervisor.

Notwithstanding the above, the person assigned to the occasional teacher call-out position may be scheduled between the hours of 6:45 a.m. and 5:00 p.m.

(d) Relief Employees

(i) A relief employee is one who works as a temporary replacement for a full-time/part-time employee, or who works in a department/school where assistance is required on occasion, with a full-time/part-time employee.

(ii) Relief employees shall not attain seniority and time worked by a relief employee shall not be considered as time served for the probationary period.

(iii) Relief employees will only receive the salary as outlined in the current Collective Agreement and vacation pay and statutory holiday pay in accordance with the *Employment Standards Act*.

(iv) The Board has the right to engage relief employees as required so long as they, in so doing, do not lessen the regular work week of a Full or Part-Time employee. Time worked by relief employees shall not be considered for seniority purposes.

(e) Probationary Employees

A probationary employee is one who is serving the probationary period as required under Article 17.06.

20.02 Rest Period/Lunch Break

The employee's work day shall be divided to provide for two (2) fifteen (15) minute rest periods with pay during the first half and second half of each work day. Further, employees shall be allowed a lunch break without pay of not less than thirty (30) minutes.

Part-Time employees who work a shift that is less than three (3) hours in duration over a twenty-four (24) hour period from 12:00 a.m. to 11:59 p.m. shall not be provided with a rest period.

In circumstances where it is deemed necessary for an employee to work through any rest period/lunch break, and authorization from a designated Board official, has been obtained prior to such event, the employee shall have the option of equal time off at the regular rate of pay at a time mutually agreed upon between the employee and Board designated official or monetary compensation at the regular rate of pay.

20.03 Overtime Defined

- (a) Overtime rates of time and one-half (1 1/2) shall be paid for all authorized work in excess of the regular hours of work as defined in 20.01(a) above. All overtime must be authorized beforehand by the Board Designated Official.
- (b) The Employer shall have the right to offer employees work that shall be paid at straight time rates in excess of the regular hours of work as defined in 20.01(a) above, subject to the following:
 - 1. The employee shall have the right to refuse work in excess of the maximum hours listed in 20.01(a) above.
 - 2. Work shall be paid at straight time rates up to forty (40) hours subject to the following:
 - (i) This provision shall not be utilized for more than fifteen (15) hours per employee per school year.
 - (ii) All overtime work must be authorized beforehand by the Designated Board Official.
 - (iii) In the case of twelve (12) month, thirty-five (35) hours per week employees, vacation shall be paid in a monetary form for the above noted work at the employee's appropriate vacation entitlement.

20.04 Where an employee has agreed to work overtime, the employee shall have the option of equal time off at the rate of time and one-half (1 1/2), at a time mutually agreed

between the employee and her/his supervisor, except with regards to the work described in 20.03 (b).

20.05 Turn Around Time

An employee required to start a new shift within sixteen (16) hours of completing her/his previous shift including authorized overtime shall be paid at the rate of time and one-half (1 2) for all hours which fall within the sixteen (16) hour turn around time.

20.06 Payment For or Supply of Meals

An employee required to work more than three (3) hours of authorized overtime shall be provided with a meal or an allowance of seven (\$7.00) dollars by the Employer. Additional fifteen (15) minutes paid break will be allowed for each additional two (2) hours of overtime.

20.07 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

20.08 Elementary School Secretaries, Secondary School Secretaries, Librarian Secretaries and Support Services Secretaries will work on regularly scheduled teaching days according to the school year calendar including Professional Activity Days. In the event a particular school receives approval to utilize employees for two (2) weeks (or any portion thereof) prior to the commencement of the school year, or for two (2) weeks (or any portion thereof) after the end of the school year, the employee who is regularly assigned this work will be given the first right of refusal to perform such work. Such work shall be scheduled within the provisions of 20.01 (c) above.

20.09 Where an employee is required by her/his supervisor to attend a meeting outside her/his regular working hours, and where it is authorized by a designated Board official in advance, the employee shall be paid at her/his regular rate of pay for the duration of the meeting. Attendance at such meetings shall be voluntary.

20.10 Nothing in this Collective Agreement shall be construed as a guarantee of hours of work per day, per week or of days of work per week or weeks per year.

Article 21 PROFESSIONAL ACTIVITY DAYS

21.01 Professional Activity Days are considered work days for all seniority employees and the employees will be paid at their regular rate of pay for their normally scheduled hours of work. Time spent in addition to their normally scheduled hours is optional and is without pay.

Article 22 SICK LEAVE PROVISIONS

22.01 Sick Leave Defined

- (a) Sick leave means the period of time an employee is absent from work without loss of pay by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workplace Safety & Insurance Act*.
- (b) Employees who are in receipt of Long Term Disability benefits, or who are laid off, or on authorized sick leave or authorized leave of absence for a period of greater than thirty (30) consecutive days will not be eligible for the Sick Leave Allowance entitlement for the period they are on such leave, layoff or benefit.

The above does not apply to Workplace Safety & Insurance Board benefits for the first twelve (12) months of absence.

22.02 Sick Leave Plan

- (a) All seniority employees working on a regular and continuous basis are entitled to sick leave commencing the first full month of employment as follows:
 - 1. Seniority employees who work thirty-five (35) hours per week, twelve (12) months per year shall receive a total annual Sick Leave Allowance of fifteen (15) days, provided at the rate of one and one-quarter (1 1/4) days per month, cumulative to one hundred and fifty (150) days.
 - 2. Seniority employees who work twenty-five (25) hours or more, ten (10) months per year shall receive a total annual Sick Leave Allowance of twelve (12) days, provided at the rate of one and one-fifth (1 1/5) days per month, cumulative to one hundred and fifty (150) days.
 - 3. Part-Time seniority employees shall have their Sick Leave Allowance prorated in accordance with the number of hours regularly worked and the stipulations of Article 22.02 (b)(c).
- (b) A seniority employee absent from work due to illness pursuant to this Article will have one sick day credit deducted from her/his Sick Leave Allowance for each scheduled day she/he is absent from work. No wages shall be paid to employees for absence beyond the number of days to their credit in the Sick Leave Plan.
- (c) Part-Time employees, as described in Article 22.02 (a) 3, will have their Sick Leave entitlement pro-rated. For clerical employees, the hours are prorated against a thirty-five (35) hours per week full-time equivalent. For educational assistants, the hours are prorated against a twenty-five (25) hour per week full-time equivalent.
- (d) The Board reserves the right to request a medical certificate from any employee.

When a seniority employee at the request of the Board must seek from a Doctor, certification relating to an illness or disability, the Board will pay for such a

certificate.

- (e) For the purpose of Article 22.02(a) above, employees of a predecessor Board who are employed with the Huron-Superior Catholic District School Board as of the date of ratification who possess a sick day bank of greater than one hundred and fifty (150) days, shall have their sick day bank grandparented and capped. The number of days in the employee's bank on the date of ratification shall become that employee's maximum sick leave bank to a maximum of two hundred (200) days.

22.03 A seniority employee suffering from illness or disability for long duration and whose Sick Leave Credits are exhausted, will receive benefits equal to and according to the rules and regulations of the *Canada Employment Insurance Act* until she/he returns to work or is eligible for Long Term Disability.

22.04 A seniority employee receiving benefits according to Article 22.03 shall be barred from claiming *Canada Employment Insurance Commission* benefits.

22.05 Sick Leave Record

In September of each school year, the Employer shall advise each employee in writing of the amount of sick leave accrued to her/his credit.

Article 23 LEAVE OF ABSENCE

23.01 Union Business or Public Office:

- (a) All leaves of absence shall be without pay and without cost to the Board. The Board shall invoice the Union for the costs of wages, vacation and insurance benefit premiums with respect to all leaves of absence.
- (b) Leaves of absence will be granted except in case of emergency, for a total of thirty (30) days per person per calendar year for Union Conventions, Conferences, Seminars or Education, etc., providing such leaves involve no more than four (4) seniority employees at one time and provided that only one (1) employee from each of the former Board areas of Chapleau, Michipicoten and North Shore is absent at one time.
- (c) The President, Vice-President or Group Vice-Presidents of the Local Union or a member of the National or Provincial Executive Board, will each be granted up to an additional thirty (30) days per calendar year, for the purpose of attending to the duties of their office.
- (d) Leave of absence in excess of thirty (30) consecutive days may be granted provided it does not interfere with the Board's operations. A leave of absence in excess of thirty (30) days shall be without benefits. A seniority employee granted a leave of absence may maintain benefit coverage by paying the required premiums herself/himself subject to the Board notifying the insurer and the

eligibility of coverage.

- (e) All requests for leaves of absence shall be made in writing by the Group Vice-Presidents/designate of the Local to the Board designated official giving at least one (1) week's notice wherever possible. Replies shall also be given in writing by the Board designated official.
- (f) A seniority employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence by the Board but without pay or without cost to the Board for a period up to two (2) years. Such leave may be renewed upon written request during her/his term of office. Such absence shall be without loss of seniority for recall and placement purposes but such employees shall not accumulate nor use sick leave during the entire leave of absence.
- (g) A seniority employee who is elected to public office, shall be granted a leave of absence by the Board but without pay or without cost to the Board for a period up to two (2) years. Such leave may be renewed upon written request during her/his term of office. A seniority employee granted a leave of absence under this clause shall have their benefits terminated. An employee shall not accumulate nor use sick leave during the entire leave of absence.

23.02

Funeral Leave

- (a)
 - (i) A seniority employee shall be entitled to a leave of absence without deduction of salary up to a maximum of five (5) working days for the purpose of attending a funeral of a member of her/his immediate family if the deceased member lived one hundred and sixty (160) kilometres or more from the employee's residence.
 - (ii) A seniority employee shall be entitled to leave of absence without deduction of salary up to a maximum of three (3) working days for the purpose of attending a funeral of a member of her/his immediate family, if the deceased member lived in the community of the employee or within one hundred and sixty (160) kilometres of the employee's residence.
 - (iii) A seniority employee shall be entitled to a leave of absence, without deduction of salary, for one (1) working day for the purpose of attending the funeral of a relative outside of the immediate family.

Immediate family is defined as being: parents, step-parents, parents-in-law, husband, wife, children, step-children, sons-in-law, daughters-in-law, brothers, sisters, grandparents, grandparents-in-law and grandchildren, brothers-in-law, sisters-in-law. Foster children living in employee's home at the time of their death shall also be considered as immediate family. Outside of immediate family is defined as being: aunts, uncles, cousins, nieces and nephews.

- (b) (i) If a seniority employee cannot attend a funeral which is further than one hundred and sixty (160) kilometres from her/his residence then the funeral allowances specified in 23.02(a) shall be granted.
- (ii) If a seniority employee is unable to attend the funeral of a member of the immediate family who passed away in another country, then the employee will be granted a one (1) working day leave of absence with pay. Further to the above a seniority employee shall be entitled to a leave of absence without deduction of salary up to a maximum of three (3) working days in case of the death, which occurs outside of the community [as defined above in (i)] in which the employee lives, of a parent, husband, wife, children and her/his step-children, if the employee or her/his spouse are unable to attend the funeral.
- (c) It is understood that the provisions of this Article will also apply if such an occurrence falls within the vacation period of an employee; the employee shall receive the leave of absence with pay in addition to her/his vacation period. Any employee on sick leave or compensation will not be deducted sick leave credits for the days of the funeral leave entitlement.
- (d) In the circumstances above in 23.02 (a)(b)(c), the employee shall provide documentation to the Board by completing the standardized form provided by the Board.

23.03 Pregnancy/Parental Leave

- (a) Upon written request to the Board designated official, Pregnancy and/or Parental Leave shall be granted to employees, without pay, in accordance with the *Employment Standards Act*, R.S.O., 1990, Chapter E. 14.
- (b) Where possible, at the completion of the statutory Pregnancy/Parental Leave, the employee shall return to her/his former position or to a comparable position in the same community in which the employee worked prior to the leave.

For the purposes of this clause, the following areas constitute a Community@: Massey and Espanola together; Elliot Lake and Blind River together; the city of Sault Ste. Marie; the former Board jurisdiction of Chapleau; the former Board jurisdiction of Michipicoten.

Should a comparable position not exist within the community in which the employee formerly worked immediately before the pregnancy or parental leave, the employee shall have the opportunity to exercise their rights elsewhere within the bargaining unit.

- (c) The Board shall continue to pay the premiums for benefits for the maximum allowed under the *Employment Standards Act* for Parental Leave and Pregnancy Leave. These benefits will be provided for part-time employees in accordance with Article 27.01.

- (d) An employee shall be granted a leave of absence without deduction of salary to a maximum of two (2) days upon the birth/adoption of a child or children. This leave shall be taken:
 - the day previous to the birth or adoption
 - or
 - the day of the birth or adoption
 - or
 - within five (5) working days of the birth or adoption
 - or
 - within five (5) working days of the child's release from hospital following birth or adoption.

23.04(a) Other Leaves

Leaves of absence without pay for any reason other than those noted in Articles 23.01, 23.02, 23.03 and 23.04 may be granted upon written application to the Board designated official at least one (1) week prior to the requested leave. Such leaves are granted at the discretion of the Board. In case of emergency the one week prior notice will be waived. At the discretion of the Board, the leaves described below will be subject to the described time limits:

- (i) where a leave is granted to allow an employee to pursue another job opportunity, such leave shall not exceed three (3) months;
- (ii) where a leave is granted to pursue education, such leave shall not exceed one (1) year;
- (iii) where a leave is granted as result of the job transfer or relocation of a spouse, such leave shall not exceed one (1) year.
- (iv) General Leave
An employee shall be granted a leave of absence up to one (1) year when she/he requests such leave. Such request shall be in writing and approved by the employer. Such approval shall not be withheld without just cause.

Consideration of such leaves will be done in a fair and impartial manner.

- (b) An employee granted an educational leave of absence as outlined in 23.05(b) below, may maintain her/his benefit coverage by paying the required premiums herself/himself subject to the eligibility for coverage.

For all other leaves, the employee may maintain her/his benefit coverage for a period of up to six (6) months by paying the required premiums herself/himself by way of either pre-authorized debit or post-dated cheques paid prior to the commencement of her/his leave, subject to the eligibility for coverage.

Upon return from such leave of absence, said employee shall have their benefits re-

instated provided the employee notifies the Board's Benefits Administrator and commences participation in the benefits plan concurrent with their return to employment. Employees who do not notify the Board's Benefits Administrator within the first thirty (30) days of employment are considered a late applicant and are subject to evidence of insurability and approval by the Insurance Company.

Where an employee requests an extended personal leave of absence without pay to care for a member of their immediate family, the Board shall allow an employee to retain her/his benefit coverage for a longer period, up to a maximum of two (2) years.

23.05 Court Appearances

- (a) In the event of a seniority employee being accused of an offence which requires a court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay.
- (b) A seniority employee who is jailed and awaiting trial shall be given an automatic leave of absence without pay for the period of incarceration.
- (c) An accused employee who is found guilty and sentenced for a criminal offence, shall be removed from the board records and employment. Such action shall be at the Board's discretion. If such employee's job is forfeited, the Board shall fill the vacancy, according to Article 16.

23.06 Jury Duty

The Board shall pay a seniority employee who is required to serve for jury selection, as a juror or a subpoenaed witness the difference between the hours they would have been scheduled to work and the payment received for such services. The seniority employee will present proof of service and the amount of pay received.

23.07 Citizenship Leave

An employee shall be allowed one-half (1/2) day with pay to attend a formal hearing to become a Canadian citizen.

23.08 Mourner's Leave

A one-half (1/2) day leave shall be granted, without pay, to attend as a pallbearer or mourner.

Where the family of a deceased employee requests pallbearers from the Union, the Employer may grant the necessary leave with pay to be recovered from Local 4148 for up to six (6) pallbearers.

23.09 Compassionate Leave

An employee may be granted a leave of absence for compassionate leave to a maximum

of two (2) days per occasion at the discretion of the Board designated official without loss of pay or deduction from cumulative sick leave.

If the Board designated official is not available, the employee shall notify her/his immediate supervisor of the reasons for her/his absence. Upon return the employee shall notify the Board designated official in writing of the reasons for the absence and the Board designated official shall determine if compassionate leave is to be granted.

Article 24 METHOD OF PAY PLAN (PAYDAY)

- 24.01 (a) Employees shall be paid on a bi-weekly pay schedule in accordance with Schedule A. Where a payday falls on a recognized holiday the Board shall pay employees on the last regular banking day prior to the recognized holiday.
- (b) The Board shall provide direct deposit of salary for all employees covered by this collective agreement to a bank, trust company or credit union within the jurisdictional area of the Board according to the employee's choice. The onus shall be on the employee to provide the Board with the necessary banking information in order that they may be paid.
- (c) Pay cheque stubs shall indicate earnings and gross pay for the period. Overtime and vacation pay shall also be indicated if applicable.

24.02 Payment of Wages and Allowances

All Educational Assistants/Intervenors are assigned to a school(s). However, if an Educational Assistant/Intervenor is assigned to a specific student within a school and said student is absent from school for greater than four (4) weeks, the Educational Assistant/Intervenor assigned to such student will not be required to report to work and will not be paid for the remaining period of the student's absence. The Educational Assistant/Intervenor may elect, after a period of four (4) weeks to exercise their rights in accordance with Article 18 (Layoff & Recall) in its entirety.

In such instances where the Educational Assistant/Intervenor is not required to work due to the absence of the student, their name will be placed on the Casual Call-Out List for priority call-outs, in order of their seniority.

24.03 Rate of Pay on Promotion or Reclassification

- (a) Where a seniority employee is promoted or temporarily assigned to a position classified at a higher flat rate of pay, she/he shall receive the rate for the job.
- (b) If an absence occurs requiring a temporary replacement for a Senior Secondary School Secretary, and the replacement is approved by the Human Resources Coordinator, secretaries in the same building shall have the opportunity to replace the absent Senior Secretary. When a school secretary assumes the position of Senior Secondary School Secretary, she/he shall receive the rate for the job.

- (c) Where a seniority employee is assigned to a position which they have held within the last 24 months and were paid at the standard rate of pay for that position, they shall be placed at the standard rate of pay.

24.04 Pay on Transfer, Lower-Rated Job

In an emergency situation when an employee is assigned in accordance with the terms of this collective agreement to a position paying a lower rate, her/his rate shall not be reduced.

24.05 Gas Allowance/Travel Expense

- (a) Employees required to use their personal vehicles for Board business as part of their regular duties, as required in their job description, shall be paid a travel allowance. Such allowance is to be consistent with Board policy.
- (b) A travel expense report shall be submitted monthly to the Business Department.
- (c) The Employer will not require any employee to transport students.
- (d) Employees whose positions do not include use of their personal vehicles as part of their regular duties in (a) and (c) shall have the right to refuse to perform such tasks that include use of their personal vehicles.

24.06 Procedures Regarding Inclement Weather

The following procedures will apply with respect to employees who, because of severe weather conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report to work on time, notwithstanding severe weather conditions. However, in the circumstances quoted above, it is agreed that employees who arrive late for their scheduled work day, but report prior to the mid-point of their scheduled work day, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe weather conditions. Employees who report after the mid-point of their work day will be paid for hours worked. If an employee does not report to work she/he will not be paid for the day.

With respect to employees who are unable to report for work due to the aforementioned severe weather conditions, or who report after the mid-point of their work day it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time.

It is further agreed, however, that in the event that employees are authorized to be absent from work by a supervisor, such employees shall be paid for any time lost because of such authorization.

When all or some of the schools are closed for any reason deemed necessary by the Director or Supervisor and this announcement is made prior to the beginning of classes, Clerical and Educational Assistants shall not be required to report for duty. Wages shall not be affected and no sick leave benefits shall be deducted.

24.07 Recognized Holidays

- (a) All seniority twelve (12) month employees shall be paid at their regular rate of pay for the following recognized holidays:

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

- (b) All seniority ten (10) month employees shall be paid at their regular rate of pay for the following recognized holidays:

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

Ten (10) month employees may be paid for the Labour Day Holiday and/or Canada Day Holiday provided the employee meets the requirements for payment under the *Employment Standards Act*. There is no such payment where these requirements under the Act are not fulfilled.

- (c) All work requested from seniority employees by the Board on the above recognized holidays will be paid for at the rate of time and one-half (1 1/2) of normal rate, over and above the guaranteed pay for the recognized holiday.

- 24.08 (a) In the event any of the above mentioned holidays fall on a Saturday, or on a Sunday, the day substituted by the Federal, Provincial or Municipal Government shall be observed.

- (b) Seniority employees must work the last scheduled day immediately before the listed holiday and the next scheduled day immediately after the holiday to qualify for holiday pay, unless the employee is off sick, on vacation or on any approved leave, other than leave of absence for personal reasons. An employee who is off sick may be requested to submit a doctor's certificate to qualify for holiday payment.

- 24.09 All full-time seniority clerical employees shall be off with pay on Christmas and New Year's Eve at 12 noon when such day falls on a regularly scheduled working day.

- 24.10 For the purpose of recognized holidays listed in Article 24.07(a) & (b), relief employees

shall be paid in accordance with the provisions of the *Employment Standards Act*.

Article 25 VACATIONS

25.01 For vacation purposes continuous service will be calculated as of the anniversary date of each employee.

25.02 (a) All seniority, 35 hours per week, 12 month employees covered by this Agreement shall be granted vacations at their regular rate of pay as per (i), (ii), (iii), (iv) and (v):

- (i) After 1 year of service - 2 weeks paid vacation
- (ii) After 5 years of service - 3 weeks paid vacation
- (iii) After 10 years of service - 4 weeks paid vacation
- (iv) After 15 years of service - 5 weeks paid vacation
- (v) After 20 years of service - 6 weeks paid vacation

(b) The vacation shall be taken when schools are not in session unless otherwise agreed by the employee and her or his immediate supervisor. Vacations shall be scheduled at the discretion of the employee's immediate supervisor.

(c) Vacations shall not be carried over from one (1) year to another.

(d) An employee may not forego the vacation for which she or he is being paid.

25.03 All other seniority employees covered by this Agreement shall be granted pay in lieu of vacation as per (i), (ii), (iii), (iv) and (v):

- (i) After 1 year of service - 4% of previous year's earnings
- (ii) After 5 years of service - 6% of previous year's earnings
- (iii) After 10 years of service - 8% of previous year's earnings
- (iv) After 15 years of service - 10% of previous year's earnings
- (v) After 20 years of service - 12 % of previous year's earnings

25.04 Employees shall receive the vacation periods or pay in lieu of vacation as set out above but shall forfeit a proportion of vacation entitlement or pay in lieu of vacation for continuous unpaid absences in excess of one (1) month.

25.05 Clerical

Relief employees shall receive vacation pay based on 1,820 hours equal to one year service.

Relief employees shall be paid in accordance with Article 25.03 above.

Educational Assistants

Relief employees shall receive vacation pay based on 1,025 hours equal to one year of

service.

Relief employees shall be paid in accordance with Article 25.03 above.

- 25.06 In addition to their regular vacation all seniority 35 hours per week, 12 month employees shall receive one (1) extra week vacation at 63 years of age to 65 years of age prior to retirement (non-cumulative each year). Entitlement of extra vacation shall be on the employee's birthday and shall be a maximum of three (3) weeks within the time period of 63 years of age to 65 years of age.

Article 26 PENSION PLAN

Ontario Municipal Employees Retirement System (OMERS)

- 26.01 (a) All full-time employees are required to become members of the OMERS as a condition of employment.
- (b) Part-time employees may become members of OMERS in accordance with OMERS regulations.
- 26.02 (a) For those employees who are members, the employer shall make contributions to OMERS in accordance with OMERS requirements and regulations.
- (b) The Board is authorized to make deductions from earnings of all employees belonging to the retirement system in accordance with the requirements of OMERS.
- 26.03 (a) The employer shall report and make calculations regarding pensionable earnings and contributions in accordance with OMERS regulations.
- (b) For the purpose of calculating OMERS basic pension all perquisites allowable by OMERS will be included in salary.
- 26.04 Employees who were full-time employees under a predecessor employer of the Huron-Superior Catholic District School Board who have opted out of participating in the OMERS shall have the option of remaining out of the OMERS and shall not be subject to the provisions of Article 26.01(a).
- 26.05 Employees must retire not later than December 31st or June 30th which immediately follows their 65th birthday. L.T.D. benefits terminates on employee's 65th birthday. All other benefits terminate on employee's 65th birthday or retirement date, whichever is later.

Article 27 BENEFITS

- 27.01 (a) Premiums for benefits shall be as described below:

For full-time employees working thirty-one (31) hours per week or more per week

and twelve (12) months per year, 100% of the premiums shall be paid by the Board.

For full-time or part-time employees working less than thirty-one (31) hours per week and/or less than twelve (12) months per year, the premiums paid for by the Board will be pro-rated on the basis of normal permanent allotted hours of work per week and months of work per year.

- (b) The Board's benefit plans are available only to seniority full-time and part-time employees and are not available to relief employees. The Board shall not contribute to the premiums for benefits for laid off employees. Employees who have not been recalled to work by October 31st of any school year shall have their participation in the benefits plan terminated.
- (c) Employees who have pro-rated benefits under the provisions of (a) above shall be responsible for reimbursing the Board for their portion of the premiums and the Board shall be authorized to deduct such payments from an employee's pay.

Employees are not permitted to temporarily discontinue coverage during temporary layoffs, such as Christmas, March Break or the summer months.

Participation in the benefit coverage by eligible employees who work less than 31 hours per week, shall be at the written option of the employee. The employee shall advise the Board in writing of the option chosen.

- (d) Part-time employees who are normally scheduled to work less than seventeen and a half (17.5) hours per week, who are not eligible to participate in the benefits plan, and relief employees, will be paid twelve percent (12%) of their earnings in lieu of benefits, on each pay.

27.02

- (a) The Board is not the insurer of employee benefits. All insured benefits shall be as described in the insurance company's brochures which shall be distributed to all eligible seniority employees. All benefits shall be subject to the rules, regulations descriptions, and limitations as set out in the Master Contracts held by the Board. In any dispute, such Master Contracts shall prove binding on all parties.
- (b) Employees who do not enroll in the benefit plans within thirty-one (31) days of becoming eligible or of cessation of coverage elsewhere, are considered to be late applicants. Late applicants must submit medical evidence to the Insurance Company by completing the Evidence of Insurability form. Further medical evidence may be requested by the carrier. Once approved for the benefit plans, coverage will be subject to the terms and conditions of the Master Contracts.
- (c)
 - (i) **Life Insurance Plan:** Three (3) times normal annual earnings exclusive of overtime to a maximum of \$100,000.
 - (ii) Eligible seniority employees shall be allowed to purchase at their own expense a Voluntary Group Life Insurance benefit equal to one (1) times the

employee's basic annual earnings to a maximum of \$75,000.

- (d) **Long Term Disability Plan:** Eligible seniority employees who have been enrolled in the L.T.D. plan shall be provided with a Long Term Disability benefit providing seventy-five (75%) percent of normal monthly earnings after the thirteenth (13th) week of disability, to retirement age. Disability shall be defined as inability to perform the essential duties of one's job for a period of two (2) years, or inability to be otherwise employed after this period. After a period of two (2) years, all benefits except Life Insurance are terminated.

Employees who are eligible for L.T.D. benefits must apply for and use these L.T.D. benefits rather than accumulated sick leave credits. It is the responsibility of the employee to ensure that she or he has made application for L.T.D. benefits in a sufficiently timely manner to be granted benefits by the employee's fourteenth (14th) week of absence. The employer shall forward the application forms to the employee after thirty (30) calendar days of illness.

Employees who have made application for L.T.D. benefits as of the fourteenth (14th) week of absence shall continue to receive a salary of seventy-five (75%) percent of wages, deducted from sick leave credits (75% sick leave credit = 1 day of absence), provided that the employee has sick leave credits available. The employee shall reimburse the Board for any advance payments made under this provision upon approval of L.T.D. benefits. If the employee does not have any sick leave credits available, she or he will be entitled to receive benefits equal to and according to the rules and regulations of the *Canada Employment Insurance Act* as per Article 22.03.

- (e) **Dental Plan:** Benefits to be based on the Ontario Dental Association fee schedule for the previous year.

The Board shall provide for orthodontic care for the employee and the employee's eligible dependents under the aforesaid policy. Such orthodontic care shall entitle the employee to a 60% reimbursement of total costs incurred by an employee and eligible dependents as defined by the insurer to a maximum of two thousand (\$2,000.00) dollars per person for the lifetime of each eligible employee or his or her dependent. Reimbursement to the employee hereunder shall be in accordance with the Ontario Dental Association's published schedule of fees for the previous year or such schedule as accepted by the insurer from time to time throughout the life of this agreement.

- (f) **Major Medical & Prescription Drug Plan:** The drug plan shall be a generic prescription drug plan with \$1.00 deductible per prescription. Vision care coverage shall be subject to a two hundred (\$200.00) dollar maximum benefit every two (2) years.

Hospital coverage for employees and dependants covered under this plan shall be for a private hospital room, where available.

- (g) When a seniority employee at the request of the Board must seek from a Doctor, certification relating to an illness or disability, the Board will pay for such a certificate.

27.03 The provisions of this benefits plan shall come into effect within thirty (30) days of the date the agreement has been ratified by both CUPE and the Board.

Article 28 WORKPLACE SAFETY AND INSURANCE BENEFITS

28.01 An employee who has applied for WSIB benefits and who is awaiting approval of her or his claim from the Workplace Safety and Insurance Board shall have the option of:

- (i) Receiving Workplace Safety & Insurance payment from WSIB, if and when approved.

- or -

- (ii) Remaining on the Employer's payroll up to a maximum of twenty-four (24) months at 85% of the gross rate of pay and having the Employer receive payment from the Workplace Safety & Insurance Board.

28.02 Workplace Safety and Insurance Wage Continuance Provisions

- (a) The following provision applies to an employee

1. who is absent from work as a result of illness or injury sustained at work; and
2. who has made a claim to the Workplace Safety & Insurance Board with respect to the illness or injury sustained at work; and
3. who has been awaiting approval of the claim; and
4. who would otherwise be entitled to payment pursuant to the provisions of the Cumulative Sick Leave Plan (Article 22) or the C.E.I.C. Sick Leave Plan (Article 22.03).

For greater clarity, this provision does not apply to an employee already in receipt of Workplace Safety & Insurance payment at the time of the claim.

- (b) If the employee is unable to perform her or his regular duties or modified work as a result of the illness or injury and a WSIB Functional Abilities Form from the employee's physician to this effect has been submitted to her or his supervisor, the employee may apply for payment on the form provided by the employee's supervisor and to be returned to the Human Resources Department. Upon receipt of the form the application will be processed for payment to which the employee would be entitled from the Workplace Safety & Insurance Board if the claim was approved. Payment by the School Board will be from the date of the claim and will be provided only

1. if the employee provides a WSIB Functional Abilities Form from the Doctor
 - (i) of illness or injury sustained at work satisfactory to the Board designated official; and
 - (ii) that the employee is unable to perform her or his regular duties or modified work as a result of the illness or injury; and
2. if the employee completes and submits the form provided by her/his supervisor.

This form which has been provided to the employee by her/his supervisor will serve as the application for payment as well as the agreement between the employee and the Huron-Superior Catholic District School Board that any payments provided by the School Board pursuant to this provision will be refunded to the School Board following final determination of the claim by the Workplace Safety & Insurance Board.

Payments will only be made by the School Board to the extent that the employee would be entitled to payment pursuant to the Cumulative Sick Leave Plan (Article 22) or the C.E.I.C. Sick Leave Plan (Article 22.03) if the Workplace Safety & Insurance claim was not approved. Any payment under this provision will continue for a maximum duration equal to that which the employee would be covered pursuant to the Cumulative Sick Leave Plan (Article 22) or the C.E.I.C. Sick Leave Plan (Article 22.03).

- (c) If the claim for Workplace Safety & Insurance is not approved and the School Board had advanced monies pursuant to the above, the monies paid as an advance will be applied towards the payments to which the employee would be entitled under the Cumulative Sick Leave Plan (Article 22) or the C.E.I.C. Sick Leave Plan (Article 22.03), including statutory deductions (ie. income tax, C.E.I.C., C.P.P., OMERS, etc.). Appropriate deductions will be made to the sick leave credits, if applicable.

28.03 When a seniority employee at the request of the Board must seek from a Doctor, certification relating to an illness or disability, the Board will pay for such a certificate.

Article 29 TECHNOLOGICAL CHANGE

- 29.01 (a) Technological Change means any change in the introduction of equipment or material that is substantially different in nature from that previously utilized.
- (b) When the Employer implements technological changes, the Employer agrees to notify the Union as soon as possible.
- (c) The purpose of this Article is to promote communication between the employer and the union and to allow the union the opportunity to inform its members of

substantial changes. This Article does not confer substantive rights on individual members with respect to any disputes regarding qualifications in the context of a posting, layoff or recall grievance.

Article 30 PRESENT CONDITIONS TO CONTINUE

30.01 If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

Article 31 BULLETIN BOARDS

31.01 The Board will provide space on the existing bulletin boards in every work site.

Where no bulletin board exists the Board shall ensure that one is provided within a reasonable period of time.

Article 32 TERM OF AGREEMENT

32.01 (a) Term of Agreement

This agreement shall be binding and remain in effect from September 1, 2004 through to August 31, 2007 and shall continue from year to year thereafter unless either party gives notice in writing.

(b) Notice of Change

Either party desiring to propose changes to this agreement shall, within one hundred and fifty (150) days prior to the expiry date, give notice in writing to the other party.

If notice of amendments is given by either party, the parties shall meet for the purpose of negotiations at the earliest mutually agreeable date prior to the expiration date of this agreement.

Article 33 PRINTING OF AGREEMENT

33.01 The Union and the Board shall share equally the costs of printing the Agreement, which shall be done as soon as possible following the signing of the Agreement. Each employee shall receive a copy of the Agreement, and in addition the Union shall receive officially signed copies plus additional copies in booklet form as requested.

Article 34 NO STRIKES OR LOCKOUTS

34.01 During the life of this Agreement the Union agrees there will be no strike, slowdowns, picketing or any other interference with work, and the Board agrees there will be no lockout. Strike and lockout will be as defined in the *Ontario Labour Relations Act*.

Article 35 JOINT JOB EVALUATION COMMITTEE

35.01 The Job Evaluation Committee will be comprised of a maximum of three (3) representatives from the Board and a maximum of three (3) representatives (one Clerical, one Educational Assistant and one Plant representative) from CUPE, Local 4148 and the National Representative.

35.02 The Job Evaluation Committee’s mandate is to administer the Pay Equity Plan. Under the administration of the Pay Equity Plan the Committee will continue to maintain and implement the Plan.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

The Huron – Superior
Catholic District School Board

Canadian Union of Public
Employees, Local 4148, Clerical &
Educational Assistants

SCHEDULE "A"

(a) **Clerical Wage Rates**

Effective September 1, 2004

Level I	-	\$17.41
Level II	-	\$18.49
Level III	-	\$20.16
Level IV	-	\$23.31

Casual Rate - \$18.58

Educational Assistant Wage Rates:

Effective September 1, 2004

(a)	Early Years Assistant (JK/SK)	\$17.41
(b)	Special Education Assistant	\$18.49
(c)	Teacher/Classroom Assistant	\$17.41
(d)	Intervenor	\$18.49

(b) **Clerical Wage Rates**

Effective September 1, 2005

Level I	-	\$17.93
Level II	-	\$19.05
Level III	-	\$20.76
Level IV	-	\$24.01

Casual Rate - \$19.14

Educational Assistant Wage Rates:

Effective September 1, 2005

(a)	Early Years Assistant (JK/SK)	\$17.93
(b)	Special Education Assistant	\$19.05
(c)	Teacher/Classroom Assistant	\$17.93
(d)	Intervenor	\$19.05

(c) **Clerical Wage Rates**

Effective September 1, 2006

Level I	-	\$18.47
Level II	-	\$19.62
Level III	-	\$21.38
Level IV	-	\$24.73

Casual Rate - \$19.70

Educational Assistant Wage Rates:

Effective September 1, 2006

(a)	Early Years Assistant (JK/SK)	\$18.47
(b)	Special Education Assistant	\$19.62
(c)	Teacher/Classroom Assistant	\$18.47
(d)	Intervenor	\$19.62

SCHEDULE "B" - JOB CLASSIFICATIONS

Level	Job Title
I	Part-Time Clerk (Media Resource Centre) Library Maintenance Worker
II	Clerk Typist – Special Ed. Library Secretary Machine Operator Payroll Clerk Secondary School Secretary Switchboard Operator/Receptionist
III	Accounts Payable Clerk Elementary School Secretary Revenue and Accounting Clerk Secretary – Special Ed. Secretary to the Computer Co-ordinator Secretary to the Curriculum Co-ordinators (Elementary & Secondary) Secretary to Curriculum Consultant and Special Education Consultant (Elementary)
IV	Senior Secondary School Secretary Secretary – Media Resource Centre Secretary at Holy Angels Learning Centre – Co-operative/ Continuing Education Computer Support & Training Assistant

LETTER OF AGREEMENT

B E T W E E N:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical and Educational Assistants)**

RE: Ontario Health Insurance Plan

It is agreed that the Board will reinstate the policy of paying one hundred (100%) percent of the rates of the Ontario Health Insurance Plan should the O.H.I.P. rates change from being employer based through the Employer Health Tax, to being employee based. The O.H.I.P. benefit will be reinstated in accordance with Article 20.01(c) and Article 20.05 of the 1988-90 C.U.P.E. Clerical Collective Agreement and in accordance with the status of O.H.I.P. at the time of ratification of the First Collective Agreement (February 2, 1993) with the Educational Assistants.

Dated this 19th day of April, 2004.

For the Board:

Art Callegari

Marian Brooks

Gerard Rainville

For the Union:

Susan Metzger

Barb McKeddie

Nadine Perlini

Sandy Semczyszyn

Melinda Boulard

Trish Andrews

LETTER OF AGREEMENT

B E T W E E N:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical and Educational Assistants)**

RE: Labour Management Committee

The Huron-Superior Catholic District School Board and the Canadian Union of Public Employees, Local 4148 shall establish a Joint Labour Management Committee comprised of three representatives from the Board, one representative from each of the CUPE groups (Clerical, Educational Assistants and Plant), for a total of three representatives, and the CUPE National Representative.

The function of this committee is to promote improved service to the public and community through social and community related activities. In addition, the committee may consider issues that are not related to the Collective Agreement.

This letter shall be in force only for the term of the current collective agreement.

Dated this 19th day of April, 2004.

For the Board:

Art Callegari

Marian Brooks

Gerard Rainville

For the Union:

Susan Metzger

Barb McKeddie

Nadine Perlini

Sandy Semczyszyn

Melinda Boulard

Trish Andrews

LETTER OF AGREEMENT

B E T W E E N:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical and Educational Assistants)**

RE: Recognized Holidays

For the purpose of clarification this Letter of Agreement shall not be part of the Collective Agreement and shall not be arbitrable.

For the following employees the Board agrees to continue to provide one (1) day holiday in lieu of November 11:

R. Fortino
M. Adamo
H. Lamantea
V. Berlingieri
A. Cote

Dated this 20th day of April, 2004.

For the Board:

Art Callegari

Marian Brooks

Gerard Rainville

For the Union:

Susan Metzger

Barb McKeddie

Sandy Semczyszyn

Nadine Perlini

Trish Andrews

LETTER OF AGREEMENT

B E T W E E N:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical and Educational Assistants)**

RE: Vacation Bonus

A Letter of Agreement not to be part of the Collective Agreement and not to be arbitrable to provide for the following employees that there shall be an annual vacation bonus to be granted equal to 50% of the annual unused sick leave, the bonus not to exceed 5 days, and not to be charged against the sick leave bank. That is, an employee who cashes in 10 days of unused sick leave and gets a 5 day vacation bonus will have 10 days credited to the bank.

The employees are:

R. Fortino
M. Adamo
A. Cote
H. Lamantea
V. Berlingieri

Dated this 20th day of April, 2004.

For the Board:

Art Callegari

Marian Brooks

Gerard Rainville

For the Union:

Susan Metzger

Barb McKeddie

Sandy Semczyszyn

Nadine Perlini

Trish Andrews

LETTER OF AGREEMENT

B E T W E E N:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical and Educational Assistants)**

RE: Retirement Gratuity

For the purpose of clarification this Letter of Agreement shall not be part of the Collective Agreement and shall not be arbitrable.

This will confirm our agreement reached during negotiations to grandparent existing employees who are entitled to a retirement gratuity upon retirement from the Board.

On retirement from the Board the following employees will be entitled to a retirement gratuity:

Rossanna Fortino

The amount of the gratuity payment shall be calculated in the following manner:

Number of accumulated		Percent-based on
<u>Sick leave days</u>	X salary	X years of service
200 days		

Number of years employed by the Board:

- 10 to 14 - fifteen (15%) percent
- 15 to 19 - twenty (20%) percent
- 20 to 24 - thirty (30%) percent
- 25 to 29 - forty (40%) percent
- 30 plus - fifty (50%) percent

Dated this 20th day of April, 2004.

For the Board:

Art Callegari

Marian Brooks

Gerard Rainville

For the Union:

Susan Metzger

Barb McKeddie

Sandy Semczyszyn

Nadine Perlini

Trish Andrews

LETTER OF AGREEMENT

B E T W E E N:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical and Educational Assistants)**

Re: Pregnancy/Parental Leave

It is agreed that the Board will reinstate the language regarding Pregnancy/Parental Leave in accordance with Article 23.03 (b) and (d) of the 1999-2001 C.U.P.E. Clerical and Educational Assistants Collective Agreement should the *Employment Standards Act* be amended to allow for a lesser Pregnancy/Parental Leave than one year.

Dated this 19th day of April, 2004.

For the Board:

Art Callegari

Marian Brooks

Gerard Rainville

For the Union:

Susan Metzger

Barb McKeddie

Nadine Perlini

Sandy Semczyszyn

Melinda Boulard

Trish Andrews

LETTER OF AGREEMENT

B E T W E E N:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical and Educational Assistants)**

Re: Placement Meeting for Educational Assistants

1. The Co-ordinator of Personnel Services shall arrange a meeting to be held the last week of June or at a time mutually agreed upon between the Board and the Union. The meeting will be held at the Board office (or at another appropriate location) at which time the determination of all placements for the following school year shall occur.
2. All employees shall be given four (4) weeks notice of the meeting by way of letter sent to the employee's most recent address on the records of the Personnel Department. Notice of such meetings will also be posted in the schools.

In an effort to promote harmonious relations, the parties may mutually agree to waive the four (4) week notice period of the meeting and agree on a meeting date. All employees will be given notice of this meeting, as soon as possible, by way of delivered letter. Notice of such meeting shall also be posted in all schools.

3. All employees are required to attend and participate in the meeting.
4. Employees who would be required to travel beyond the boundaries of their predecessor Board to attend the meeting will be permitted to participate in the meeting by way of conference call. Employee(s) who are unable to attend due to sickness, pregnancy/parental leave, funeral leave, vacation or leave of absence shall be contacted by telephone or may make their preferences known to the Co-ordinator of Personnel Services, in writing, at least four (4) days prior to the meeting.
5. Employees shall be required to attend the meeting regardless of whether said meeting occurs on a regularly scheduled work day for that employee. Employees who are not scheduled to work during the time of the meeting will not be paid for attendance at the meeting.
6. Employees in attendance at the meeting will have the opportunity to post into vacancies or temporarily vacant positions on a seniority basis provided that the employee has the necessary qualifications, skills and ability to perform the work.

Dated this 19th day of April, 2004.

For the Board:

Art Callegari

Marian Brooks

Gerard Rainville

For the Union:

Susan Metzger

Barb McKeddie

Nadine Perlini

Sandy Semczyszyn

Melinda Boulard

Trish Andrews

LETTER OF UNDERSTANDING

B E T W E E N:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical and Educational Assistants)**

RE: Sick Leave Record

In addition to Article 22.05 the employer agrees to advise each employee with a sick leave balance of 12 days or less as of January 1st, in writing, of the sick leave accrued to his/her credit.

Dated this 19th day of April, 2004.

For the Board:

Art Callegari

Marian Brooks

Gerard Rainville

For the Union:

Susan Metzger

Barb McKeddie

Nadine Perlini

Sandy Semczyszyn

Melinda Boulard

Trish Andrews