

A G R E E M E N T

Between the

HAMILTON-WENTWORTH
CATHOLIC DISTRICT SCHOOL BOARD

and

THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 3396

SEPTEMBER 1, 2008 – AUGUST 31, 2012

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to provide machinery for the prompt and orderly disposition of grievances and to establish and maintain working conditions, hours of work and wages for all employees covered by this agreement.
- 1.02 In the interest of maintaining and improving harmonious relations and settled conditions of employment between the Employer and the Union, both parties agree to work towards achieving a Collective Agreement through a cooperative and problem solving manner.

ARTICLE 2 - RECOGNITION

- 2.01 a) The Board recognizes the Union as the sole collective bargaining agent for all employees of the Hamilton-Wentworth Catholic District School Board including its Adult Continuing Education Centres employed in clerical, technical, office services, educational assistants, professional support staff **and casual or temporary employees** save and except supervisors and those above the rank of supervisor, employees engaged in a labour relations function, , summer students, the Computer Department, the Human Resources Department, secretaries to the Business Administration, Staff Development, Director of Education, Associate Directors, and the Minute Secretaries.
- (b) **The Employer may hire employees on a temporary or casual basis. No employee of this bargaining unit, regular or part-time, shall be displaced from their regular employment or have their hours reduced as a result of hiring temporary or casual employees. Temporary or casual employees shall not be covered by any of the terms and conditions of this collective agreement save and except for the following articles:**

Article 4, Appendix B, Letter of Information #11

- c) **A temporary or casual employee is defined as follows:**
- i) **An employee who works the regularly scheduled hours in any given job classification temporarily replacing a regular seniority employee who is on an approved leave or who is absent or who fills a position while it is being posted; or**
 - ii) **An employee who provides additional assistance during peak operational periods; or**
 - iii) **An employee who is utilized to comply with a Ministry directive or Government funded program.**
- 2.02 Professional support staff shall be defined as social workers and speech and language pathologists.

ARTICLE 3 - DEFINITIONS

- 3.01** All references to gender in the Collective Agreement shall read to be inclusive of both male and female gender.
- 3.02 The Hamilton-Wentworth Catholic District School Board shall hereafter be referred to as "the Board" or "the Employer" and the Canadian Union of Public Employees, Local 3396 shall hereafter be referred to as "the Union".

ARTICLE 4 - UNION DUES

- 4.01 The Board agrees, as required by S.47 of the Ontario Labour Act, to deduct from the wages of each employee in the bargaining unit the amount equal to the regular monthly Union dues.
- 4.02 The amount of the regular monthly dues shall be those uniformly and regularly paid by a member and authorized by the Union in accordance with the provisions of its by-laws, constitution, and the Treasurer of the Union shall notify the Board of any changes therein and such notification shall be the Board's conclusive authority to make the deduction specified.
- Union dues shall be deducted from regular gross earnings except overtime.
- 4.03 In consideration of the deducting and the forwarding of Union dues by the Board, the Union agrees to indemnify and save harmless the Board against any claims or liabilities arising out of or resulting from the operation of this article.
- 4.04** Dues deduction shall become effective in the month following the month in which the employee was hired. The deduction shall be made bi-weekly and forwarded to the Treasurer of the **Local** Union in the same month as the deduction was made along with a list of employees from whom deductions were made.
- 4.05 The Board agrees to show the total amount of Union dues and deductions on each employee's T-4 taxation form.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01** Save and except to the extent specifically modified or curtailed by any provision of this collective agreement, it is the exclusive function of the Board to manage its business and schools and such functions shall include, but not be limited to, the following functions:
- (a) to maintain order, discipline and efficiency and set qualifications;

- (b) to hire, transfer, classify, assign, appoint, promote, demote, layoff, recall, and to suspend, discharge, or otherwise discipline employees for just cause, subject to the right of permanent employees to grieve their discipline in accordance with the grievance procedure set out in this agreement;
- (c) to issue and enforce from time to time such rules and regulations as the Board deems necessary to ensure successful operation of its business;
- (d) to manage the Board and, without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programmes, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of schools and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations, and all other rights and responsibilities not specifically modified elsewhere in this agreement.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 There shall be no strike or lockout during the term of this agreement.

ARTICLE 7 - UNION RIGHTS AND ACTIVITIES

- 7.01**
- a) The Board and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
 - b) Prior to imposing a formal disciplinary transfer, a written reprimand, suspension or discharge on an employee, the Board will advise the employee that **(s)he** may have a Steward present if **s(he)** so desires.
 - c) **No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this collective agreement.**

7.02 Election of Stewards

The Employer acknowledges the right of the Union to appoint Stewards/ Union representatives, up to a maximum of 15, whose duties shall be to assist any employee which the Union represents in matters relating to the activities of the Union, including presentation of grievances. **The Union shall endeavour to distribute duties to these representatives equally as to limit disruption to any individual worksite.** The Union shall advise the Employer of the names of the Stewards/Union representatives.

- 7.03 (a) The President of the Union and/or **their** delegate shall be released by the Board up to a full time basis.
Salary is to be paid by the Board with the Union reimbursing the Board for the total cost of the release time of the President and/or **their** delegate and without limiting the generality of the foregoing, total cost is to include all salary and benefits. **The President and/or their delegate shall continue to accrue seniority during this period.**

The amount of salary to be paid to the President shall be that authorized by the Union in accordance with the provisions of its by-laws and constitution. The Treasurer of the Union shall notify the Board, in writing of the Presidents' salary and any changes thereto from time to time. The Union agrees to indemnify and save harmless the Board against any claims of liabilities arising out of or resulting from the application of this article.

- b) Application for such leave shall be made to the Director of Education and the Board shall require a minimum of one (1) month's notice.

7.04 **Permission to Leave Work**

No Steward/Union representative shall leave the building during working hours on Union business without obtaining the permission of the Employer and such permission shall not be unreasonably denied.

7.05 **New Employees**

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, with the conditions of employment set out in the articles dealing with Union security and dues check-off, and to provide a copy of the collective agreement.

- 7.06 A copy of all correspondence to a member of C.U.P.E. Local 3396 will be forwarded to the President of C.U.P.E. Local 3396 with a copy to the National Representative at the addresses provided by the Union to the Board.

- 7.07 **Requests for information shall be made in writing by the Union President to the Administrator, Human Resources or designate. Such requests shall be considered and responded to in a timely fashion.**

- 7.08 **The employer will provide a CUPE bulletin board at every worksite.**

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01** It is the mutual desire of the Union and the Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized by the **grievor** for the prompt disposition, and final settlement of the grievance.
- 8.02 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this agreement shall be considered a grievance.
- 8.03**
- a) At all formal steps a grievance, to be acceptable under this agreement shall:
 - i) be in writing,
 - ii) specify the article(s) allegedly violated by number,
 - iii) contain a precise statement of the facts relied upon,
 - iv) indicate the redress sought,
 - v) be sent by registered mail or delivered in person,
 - iv) be signed by the grievor in the case of an individual grievance, where possible,**
 - vi) not be subject to change after submission.
 - b) At all stages or steps a member may be accompanied by a representative of the Union.
- 8.04 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures shall be complied with, except where the time limits have been extended by mutual agreement between the Board and the Union.
- 8.05** The grievance shall be presented in writing to the appropriate Human Resources Manager within fifteen (15) working days from the time the circumstances upon which the grievance is based, were known to the **grievor**.
- 8.06** Complaints and Grievances shall be settled in the following manner and sequence:

STEP ONE - INFORMAL PROCEDURE

- a) If an employee has a complaint, he/she shall discuss it with the immediate supervisor of the Board within ten (10) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee in order to give the Board an opportunity of adjusting the complaint.

If an employee requests the assistance of a union representative in resolving a complaint, the supervisor in his/her discretion may arrange time for the employee to discuss the matter with a union representative.

- b) The immediate supervisor shall reply, verbally, within three (3) working days after receipt of the complaint. Failing satisfaction with the verbal reply of the Board Official, the complaint shall then become a grievance and may be processed to Step 2.

STEP TWO

- a) The employee shall outline the grievance in writing. The employee must sign the grievance. Such document must be submitted to the appropriate Human Resources Manager within a period of seven (7) working days from the time the verbal reply to the complaint was received as indicated in Step One above.
- b) After such discussion, as is necessary, the appropriate Human Resources Manager shall state in writing **their** decision within seven (7) working days of the receipt of the grievance form at this Step.

STEP THREE

- a) If the grievance is not settled within seven (7) working days after it was submitted to the appropriate Human Resources Manager, then the grievance shall be taken up as follows: a Union representative may then, within seven (7) days from the date of the decision of the appropriate Human Resources Manager request in writing, a meeting with the Director of Education or delegate.
- b) Such meeting will be held within five (5) working days after receipt by the Employer, of the Union's letter.
- c) The Director of Education or delegate shall render his written decision within five (5) working days following the meeting.
- d) If the decision of the Director of Education or delegate is not rejected within ten (10) working days, it shall be binding on both parties.

VOLUNTARY MEDIATION

Prior to formally referring an unresolved grievance to arbitration, the parties, by mutual agreement, may refer the disputed matter to voluntary grievance mediation for settlement. The parties shall agree on the mediator and the timeframe in which a resolution is to be reached.

The timelines outlined in the grievance process shall be frozen at the point the parties have mutually agreed to use the grievance mediation procedure. Should the grievance remain unresolved within the allotted timeframe established by the parties, the matter shall be referred back to the formal grievance arbitration process and the timelines in the grievance procedure shall continue from the point at which they were frozen.

The expenses of mediation shall be equally shared by both parties.

STEP FOUR

Failing satisfactory settlement in Step Three **or mediation**, then at the request of either party, in writing, the grievance may be referred to arbitration provided such request is made within ten (10) working days after the decision of the Employer in Step Three has been rendered **or from the expiration of the mutually agreed mediation timeframe as outlined above.**

8.07 The Union or the Board may present direct grievances between them commencing at Step Two of the grievance procedure. Such grievances shall not be filed where the grievance could have been filed by an individual.

8.08 In determining time limits, Saturdays, Sundays and recognized Statutory Paid Holidays shall be excluded.

8.09 POLICY OR GROUP GRIEVANCE

In the event that more than one employee is directly affected by one specific incident and such employees would be entitled to grieve, the grievance shall be processed as one grievance.

Two **grievors** of the group shall be entitled to be present at meetings unless otherwise mutually agreed.

8.10 Notice, in writing, of any written reprimand, suspension, discharge, demotion or layoff of an employee covered by this collective agreement shall be given to the Union within five (5) working days from the date the above noted actions by the Board are taken.

ARTICLE 9 - ARBITRATION

9.01 When either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party of this agreement and at the same time, shall identify their nominee. Within five (5) days thereafter the other party shall identify their nominee. The two nominees so nominated shall within fifteen (15) working days attempt to select by agreement, a chairperson of an arbitration board. If they are unable to agree upon such chairperson within that period either of them may then request the Ministry of Labour for the Province of Ontario to appoint a chairperson.

9.02 A person who has been involved in an attempt to negotiate or settle a grievance may not be appointed chairperson of the arbitration board.

9.03 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the chairperson of the arbitration board.

9.04 No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the Grievance Procedure.

- 9.05 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this agreement to alter, modify or amend any part of this agreement.
- 9.06 The proceedings of the arbitration board will be expedited by the parties hereto, and the decision of the majority of such board will be final and binding upon the parties hereto. Should a majority decision not be possible, then the decision of the chairperson shall be final and binding on the parties hereto.
- 9.07 The parties may mutually agree that a single arbitrator shall be appointed in place of a board of arbitration. In the event that the parties agree on a single arbitrator, the arbitrator shall have the same powers as a board of arbitration under this agreement and the parties will jointly bear the expense of the arbitrator.

ARTICLE 10 - SENIORITY

10.01 Seniority shall be defined as length of continuous service in the bargaining unit and shall include service with the Employer or the Board of Governors prior to the certification and recognition of the Union.

10.02 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid vacation;
- (c) is on any period of **approved** unpaid leave of absence up to **thirteen (13)** consecutive weeks;
- (d) is on any period of Workplace Safety Insurance Board (W.S.I.B.), benefits (up to a limit of twenty-four (24) months) as applicable;
- (e) is on any period of sick leave or long term disability plan payments (up to limit of forty-eight (48) months as applicable);
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) is on any period of approved pregnancy, adoption, or parental leave (paid) or unpaid) up to fifty-two (52) weeks.

10.03 Seniority will be maintained but not accrued if an employee:

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is laid off for less than twenty-four (24) months;
- (c) is on W.S.I.B. benefits in excess of twenty-four (24) months;

- (d) is on long term disability plan payments in excess of forty-eight (48) months;
- (e) Is transferred or promoted to a position outside of the bargaining unit for up to 12 months, (s)he shall retain **their** seniority, accumulated up to the date of leaving the Unit, but will not accumulate any further seniority during the period (s)he is outside the bargaining unit.

10.04 Loss of Seniority

An employee shall only lose seniority in the event (s)he:

- (a) is discharged for just cause and is not reinstated;
- (b) resigns, in writing;
- (c) is laid off for a period of twenty-four (24) months;
- (d) is promoted or transferred out of the bargaining unit for a period of 12 months or more;
- (e) retires;
- (f) fails to report to work within a period of ten (10) working days after receipt of notice by registered mail, to report to work after a layoff, unless through sickness or reason satisfactory to the Board. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their employer ten (10) working days notice to accept the recall and return to the Board=s employ;
- (g) an employee fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Employer;
- (h) if an employee is absent from scheduled work for a period of three (3) consecutive working days without notifying the employer of such absence and providing a reason satisfactory to the employer, subject to the employee's right to grieve the termination of employment through the grievance procedure.

10.05 New employees shall be on probation for three (3) months. Probationary employees may be discharged at the discretion of the Employer within the above time limit.

The initial probationary period may be extended for an additional period of not more than three (3) months with the mutual agreement of the Board and the Union.

- 10.06**
- a) The Employer shall maintain a seniority list showing the employee's name, date of hire and current classification. This list shall be revised semi-annually (February and October) with copies provided to the Union. **The current list shall be posted on the Union bulletin board at each worksite.** It shall be the responsibility of each employee to keep the Employer advised of his address and telephone number for the purposes of this article.
 - b) The Employer will forward to the Union, four times a year, a list of all employees promoted, transferred, hired, terminated, on Leave of Absence.

ARTICLE 11A - REDUNDANCY

- 11A.01 In the event of redundancy, the Board shall provide the Employee with at least two weeks notice.
- 11A.02 Both parties recognize that job security shall increase as seniority increases.
- 11A.03
- a) The Board will within two (2) working days of informing an employee who has been given notice of redundancy, the position the employee will bump into at the end of the notification period.
 - b) An employee (Employee AA@) who has been given notice of redundancy shall displace:
 - i) the least senior bargaining unit member within the same job classification who has less seniority than AEmployee A@ provided that AEmployee A@ has the qualifications, skill and ability to satisfactorily perform the job.
 - ii) If AEmployee A@ can not displace the least senior bargaining unit member within the same job classification (as in A11A.03 b) i)@ above), AEmployee A@ may displace the least senior bargaining unit member within the same job category. (who has less seniority than AEmployee A@ provided that AEmployee A@ has the qualifications, skill and ability to satisfactorily perform the job).
 - iii) If AEmployee A@ can not displace the least senior bargaining unit employee in the same job category (as in A11A.03 b) ii) @ above), AEmployee A@ may displace the least senior bargaining unit member within the next lower job category. (who has less seniority than AEmployee A@ provided that AEmployee A@ has the qualifications, skill and ability to satisfactorily perform the job).

- iv) if AEmployee A@ cannot displace the least senior bargaining unit employee in the next lower job category (as in A11A.03 b) iii) @ above), AEmployee A@ may displace the least senior bargaining unit member within the next lower job category or categories if applicable. (who has less seniority than AEmployee A@ provided that Employee AA@ has the qualifications, skill and ability to satisfactorily perform the job).

11A.04 The Board will provide two (2) working days notice (to employees who are bumped as a result of a redundancy) of the position that the employee can bump into at the end of the notification period.

11A.05 An employee who has been displaced (AEmployee B@) by AEmployee A@ shall displace within two (2) working days:

- a) An employee within the same job classification (who has less seniority than AEmployee B@ provided that AEmployee B@ has the qualifications, skill and ability to satisfactorily perform the job).
- b) If AEmployee B@ cannot displace an employee (as provided for in A11A.05 a)" above), the AEmployee B@ may displace the least senior bargaining unit member within the same job category (who has less seniority than AEmployee B@ provided that AEmployee B@ has the qualifications, skill and ability to satisfactorily perform the job).
- c) Employees, (who have been given notice of redundancy), who have the most seniority will exercise bumping rights first to avoid double bumping situations.
- d) Employee(s) who have been displaced shall:
 - ! have their rate of pay "red-circled" (i.e. maintain their rate of pay) for up to a maximum of one (1) month from the date of notice redundancy;

11A.06 Grievances concerning redundancy or layoff and recalls will be initiated at Step 2 of the Grievance Procedure.

RECALL

11A.07 Employees who bump as a result of redundancy will be placed on a recall list.

11A.08 Employees shall be recalled in order of seniority to any available vacancy after exhaustion of the Job Posting Procedure (Article 12) within the job category they were declared redundant from or an equal or lower category provided they have the qualifications, skill and ability to satisfactorily perform the job. **Recall to work shall occur by registered letter delivered by mail or by an outside courier addressed to the last address recorded by the employee with the Employer. It shall be the duty of the employee to notify the employer promptly of any change of address. Should the employee fail to do this, the employer shall not**

be responsible for failure of such notice to reach the employee. An employee who is recalled to work must signify their intent to return, in writing within ten (10) working days after a notice of recall has been delivered and must return to work on the date specified or forfeit their right to recall.

Recall rights shall be to the job category declared redundant from for a period of up to 24 months.

- 11A.09 No new employee shall be hired until those on the recall list have been given the opportunity to be recalled subject to the employee=s having the qualifications, skill and ability to satisfactorily perform the job.

ARTICLE 11B - LAYOFF

- 11B.01 A layoff shall be defined as a reduction in the workforce of one or more full-time or regular part-time employees.

- 11B.02 After completion of the redundancy provisions in Article 11A, an Employee could be subject to layoff with a minimum of one (1) month=s notice.

ARTICLE 12- JOB POSTING

- 12.01 a) The Board agrees to advertise permanent job vacancies within the bargaining unit for seven (7) working days. All employees interested in the job vacancy must make application within seven (7) working days from the date of posting. During the posting period, the Board may temporarily fill the job as it deems proper. Nothing herein contained shall be interpreted as requiring the Board to fill any vacancy. If there are not suitable qualified applications received, the Board may fill the vacancy from any source.
- b) The Board agrees to advertise the following central office Educational Assistant term positions as required and as approved by the Board:
- Behaviour, Augmentative Communication, Speech & Language, Speech Language & Hearing, Job Coach and Braille Transcriber.
- At the conclusion of the initial term the employee shall be either:
1. Confirmed in the position or
 2. Returned to the position or equivalent position held prior to the term assignment.
- c) There shall be no job postings during July or August except in circumstances where operations so require in which case the Employer shall make every effort to bring such postings to the attention of interested members of the bargaining unit.

12.02 In determining the selection of the successful applicant to a job posting, the following factors shall be considered:

- a) skill, ability and qualifications;
- b) seniority.

The qualifications in factor (a) will govern and only where these qualifications in factor (a) are relatively equal will factor (b) govern.

12.03 Where a vacancy is posted pursuant to this Article, the filling, if any, of such vacancy shall occur within sixty (60) calendar days of the close of the posting period.

Within fifteen (15) calendar days of the appointment to a vacant position, the name of the successful applicant and the names of the unsuccessful applicants from the bargaining unit, will be forwarded to the Union. Any unsuccessful applicant shall, on request, be provided with an opportunity for feedback, accompanied by a Union representative, if requested.

12.04 Job postings shall contain the following information: **bargaining unit**, position title, location, qualifications, skills, shift, whether it is a 10 or 12 month position, hours of work and job category.

12.05 Where an employee has applied for a permanent job vacancy and has been deemed to be the successful applicant by the Board and where such job represents a promotion for the successful applicant, the employee and the Board shall recognize a "trial period" of one (1) month from the first day the employee commences service in the position. Conditional on satisfactory service as determined by the Board or the employee, the employee will either be confirmed to the position or be returned to **the** former position.

For the purposes of this Article, a promotion is defined as a job classification which carries a higher rate of pay. It is further understood that in the circumstances of an employee appointed to a position which is a promotion and is entitled to the trial period, that the position which the employee has vacated shall not be considered a vacancy during the trial period for the purposes of this job posting article and the Board may fill the vacancy on a temporary basis from any source.

12.06 In the event that a temporary vacancy is deemed to exist as a result of an employee's approved leave of absence, injury or illness, the Board will advertise a temporary job posting. A temporary job posting is defined as an absence which is known by the Board to be for a period of no less than three continuous months.

Subsequent temporary vacancies created as a result of this initial posting shall not be deemed as a vacancy for the purpose of this Article and the Board may fill the vacancy from any source.

In the event that **the** temporary vacancy exceeds **twenty-four (24)** continuous months, the Board shall post **the position** as a permanent job vacancy.

ARTICLE 13 - JOB CLASSIFICATION AND WAGES

13.01 Job classifications are set out in **Appendix "A"** of this agreement.

- 13.02
- i) Professional Support Staff, clerical employees in the administration building and technical employees become eligible for experience/merit adjustment on January 1st of each year, where applicable.
 - ii) Educational Assistants and school clerical employees employed on a 10-month basis become eligible for experience/merit adjustment on September 1st of each year, where applicable.

13.03 Where an experience/merit adjustment is to be withheld by the Board on the basis of unsatisfactory performance, the employee will be notified, in writing, in advance, of the normal date of the experience/merit adjustment as outlined in Article 13.02.

New employees of the Board may be eligible for an experience/merit adjustment if they have a hiring date which is no less than 6 months prior to their first experience/merit adjustment review, as applicable, in Article 13.02 i) & ii) above.

- 13.04
- i) An allowance for related experience may be granted at the time of employment, where applicable, as determined by the Board.

If a former employee of the Board is re-hired as a fulltime employee, accumulated satisfactory service shall be recognized up to the maximum of the category if applicable, in determining related experience.

- ii) Speech Pathologists and Social Workers shall receive credit of one (1) increment level up to category maximum on the appropriate salary scale for each year of acceptable experience. An acceptable year of professional experience is defined as one year of relevant fulltime employment supported with signed documentation from the previous employer. Relevant employment is employment with a provincially registered or recognized agency or organization which provides educational and/or other professional services consistent with those services performed by staff members of the Hamilton-Wentworth Catholic District School Board.

13.05 Where an employee is promoted to a position classified at a higher salary level, he/she will receive the minimum salary for the higher level. If his/her salary prior to promotion is greater than the minimum salary, he/she will receive the salary step next higher to his/her present salary. The anniversary date for increment eligibility shall not change as a result of promotion.

13.06 An employee who is temporarily transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:

- a) If the transfer is for the convenience of the Board, and if the rate of pay to which s(he) is transferred is less than the employee's regular rate of pay, s(he) shall receive regular rate of pay.
- b) If the transfer is at the convenience of the employee or in lieu of layoff, and if the rate of pay in the classification to which s(he) is transferred is less than the regular rate of pay, s(he) shall receive such lesser rate.
- c) If the transfer is to a higher rated classification, then the employee will receive the higher rate of pay in accordance with Article 13.05.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Subject to 10.02, 10.03, 10.04, the Board may, in its discretion, grant leave of absence without pay for legitimate personal reasons and/or compassionate care leave according to the provisions of the Employment Standards Act of Ontario. Requests for such leave shall be made in writing to the Employer stating the reasons for such request and proposed duration, at least two (2) weeks in advance except in cases of emergency. Such requests shall not be unreasonably withheld.

14.02 a) A one year leave of absence without pay for personal reasons beginning either, the first day of the school year or the first day of the calendar year, may be given to any employee who gives notice of the leave at least three (3) months prior to the commencement of the requested leave.

The Board may limit the number of leaves in any school year to five (5). Such requests shall not be unreasonably withheld.

b) Clerical, technical, office services and professional support staff employees will be allowed to return to their positions only at the conclusion of a full year=s leave.

Educational Assistants will be returned to a placement in accordance with the Board=s assignment review.

c) If the employee requests an extension to the leave, it must be with the mutual agreement and consent of the Board with the employee.

d) If the employee requests an earlier return from the leave, it must be with the consent of the Board and the employee and subject to the availability of a suitable position. For purposes of application of this article Asuitable@ means that the employee was in the same job prior to the leave of absence, and that there is a vacancy. Job Posting (Article 12) will be used in the selection of a successful applicant to a job posting.

- e) The employee will be allowed to continue employee benefits during the term of the leave of absence at **their** expense.

14.03

Pregnancy/Parental Leave

- a) Refer to language in Employment Standards Act.
- b) Pregnancy/Parental Leave shall be granted in accordance with the terms set out in the Employment Standards Act of Ontario, as amended from time to time.
- c) While on Pregnancy Leave, an employee may accumulate a maximum of seventeen (17) weeks of seniority recognition. An employee on Parental Leave may accumulate a maximum of thirty-five (35) weeks of seniority recognition pursuant to 40.2 (a) and (b) of the Employment Standards Act.
- d) The Board shall maintain its contribution to the monthly premiums as defined in Article 17: Benefits during the first seventeen (17) weeks of approved pregnancy leave and the first thirty-five (35) weeks of approved parental leave pursuant to 40.2 (a) and (b) of the Employment Standards Act.

For employees employed less than fulltime and who are eligible and choose to participate, the Board will pro-rate the percentage of its contribution towards the cost of the monthly premiums for the Benefit plans detailed in Article 17 - Benefits during the first seventeen (17) weeks of pregnancy leave and the first thirty-five (35) weeks of approved parental leave pursuant to 40.2 (a) and (b) of the Employment Standards Act.

- e) When an employee decides to return to work, after a statutory pregnancy/parental leave, s(**he**) shall provide the Employer with at least two (2) weeks notice. On return from pregnancy/parental leave, the employee shall be placed at least in **the** former position. If the former position no longer exists, s(**he**) shall be placed in a position in her classification and at the same rate of pay.

14.04

Advanced notification of at least three months shall be given to the Board of the intent to adopt, on the understanding that it may be necessary for the employee to commence leave immediately **when** the child becomes available. The same conditions and restrictions that apply to Pregnancy/Parental Leave also apply for the purpose of adoption. It is understood that while both male and female employees are eligible for adoption leave, only one of two adoptive parents who are employees of the Board is entitled to a pregnancy leave.

14.05

- a) Each employee shall be allowed leave of absence without loss of pay when required for the purpose of jury duty or when summoned in any proceedings to which s(**he**) is not a party or one of the persons charged.

- b) The employee shall turn over to the Board the jury or witness fees received less reasonable expenses for parking and meal.

14.06 A male employee shall be permitted absence with pay for a period of up to a maximum of five (5) days for the birth or adoption of his child with no deduction from sick leave credit.

14.07 The Board may grant absence without pay to employees selected or appointed by the Union for the purpose of attending at Union conventions, schools and seminars. Requests for such leave of absence must be made, in writing, at least two (2) weeks in advance of the leave. No more than four (4) employees may be absent at any one time and the maximum cumulative leave for all employees shall not exceed sixty (60) working days in each contract year.

14.08 SUPPLEMENTAL EMPLOYMENT BENEFIT (S.E.B.) PLAN FOR THE HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD

- a) The purpose of this Plan is to supplement the employment insurance benefits received by the employee for temporary unemployment caused by pregnancy or adoption leaves effective the first day of the month following ratification of this agreement. Payment made under this Plan must be financed by the Board and the Board shall maintain separate accounts of such payments in accordance with the Regulations.
- b) This Plan covers employees of the Board who are members of the Union.
- c) The following conditions and requirements by the Board and applicable E.I. Regulations will govern the receipt or non-receipt of S.E.B. Benefits.
 - i) An employee must be eligible to receive pregnancy or adoption benefits from E.I.C.
 - ii) Payment will not be made for any week in the waiting period which falls outside the employee=s normal employment period.
 - iii) Employees must apply for employment insurance benefits before S.E.B. becomes payable.
- d) Employees disentitled or disqualified from receiving E.I.C. benefits are not eligible for S.E.B.
- e) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the Plan.
- f) The maximum entitlement under this plan to payments during a period of unemployment shall be limited to the two week waiting period under E.I. Regulations.

- g) The benefit level paid under this plan is set at a weekly rate equal to the percentage of the employee's weekly insurable earnings payable under E.I. regulations. It is understood that, in any week, the total amount of S.E.B., employment insurance gross benefits and any other earnings received by employees will not exceed 95% of the employee's normal weekly earnings. As further clarification, the weekly supplementary benefit for the two (2) week waiting period shall be equal to the weekly benefit received by the employee under E.I.
- h) The employee will be allowed to continue employee benefits and the Board will continue its share of employee benefits during the term of the statutory pregnancy/parental leave.

ARTICLE 15 - BEREAVEMENT LEAVE

- 15.01** In the case of a death of an employee's parent/step-parent, any person who stands in loco parentis, child/step-child, spouse, brother or sister/step-brother or step-sister, **s(he)** shall be entitled up to a maximum of five (5) working days within seven (7) consecutive calendar days leave of absence, without loss of pay, provided the employee is scheduled to work. **S(He)** shall be paid for any hours in the maximum of up to five (5) working days **s(he)** would otherwise have worked commencing with the day of the death.
- 15.02 In the case of death of an employee's grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, he/she shall be entitled up to a maximum of three (3) working days within five (5) consecutive calendar days leave of absence, without loss of pay, for the purpose of attending or arranging the funeral provided the employee is scheduled to work.
- 15.03 A leave of absence of up to one (1) day may be granted without loss of pay for the purpose of grieving the death of a person other than those included in the categories mentioned above.
- 15.04 In the event of the death of a member of an employee's immediate family (as defined in article 15.01) occurring while on scheduled vacation, the compassionate leave provision of article 15.01 will prevail and the vacation will be rescheduled.
- 15.05 In order to qualify for the foregoing bereavement leave, employees may be required to supply proof of the death in a manner satisfactory to the Employer.
- 15.06** Under unusual circumstances leave for compassionate reasons may be granted without loss of salary by the appropriate Human Resources Manager. **Requests for a compassionate leave shall be in writing except in emergency situations, at least one (1) month in advance and shall outline the reasons for such a request.** Such a leave shall be deducted from the employee's sick leave. The discretion and consideration of requests for compassionate leave shall continue to be provided in compliance with the requirements of the Employment Insurance Regulations. **The granting of compassionate leave must not be considered to be an automatic right.**

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 It is expressly understood and agreed that the provisions of this Article 16 shall not be construed to be a guarantee or a limitation of the hours of work per day or per week or otherwise nor as a guarantee of working schedules.

- 16.02**
- a) The regular work day for non flextime employees is seven (7) hours per day (exclusive of the lunch period) within an eight (8) consecutive hour period, and the regular work week is thirty-five (35) hours per week.
 - b)
 - i) The regular work day for flextime employees in the Printing Department and the Switchboard as designated by the Employer is eight (8) hours per day (exclusive of the lunch period) within a ten (10) consecutive hour period, and the regular work week is forty (40) hours per week.
 - ii) The flextime cycle shall be a period of 160 hours in each consecutive 4 week period. The Board shall determine the commencement date for each flextime cycle.
 - c)
 - i) The regular work day for flextime employees is seven (7) hours per day (exclusive of the lunch period) within a ten (10) consecutive hour period, and the regular work week is thirty-five (35) hours per week.
 - ii) The flextime cycle shall be a period of 140 hours in each consecutive 4 week period. The Board shall determine the commencement for each flextime cycle.
 - d)
 - i) The regular workday for Educational Assistants is six (6) hours per day (exclusive of the lunch period) within a seven (7) consecutive hour period and the regular work week is thirty (30) hours per week.
 - ii) **Effective September 1, 2009, the regular workday for Educational Assistants is six (6) hours and fifteen (15) minutes per day (exclusive of the lunch period) within a seven (7) consecutive hour period and the regular work week is thirty-one hours and fifteen minutes (31.25) per week.**
 - iii) **Effective September 1, 2010, the regular workday for Educational Assistants is six (6) hours and thirty (30) minutes per day (exclusive of the lunch period) within a seven and one half (7.5) consecutive hour period and the regular work week is thirty-two hours and thirty minutes (32.5) per week.**

- iv) **Effective September 1, 2011, the regular workday for Educational Assistants is six (6) hours and forty- five (45) minutes per day (exclusive of the lunch period) within a seven and one half (7.5) consecutive hour period and the regular work week is thirty-three hours and forty- five minutes (33.75) per week.**
- v) **Effective June 1, 2012, the regular workday for Educational Assistants is seven (7) hours per day (exclusive of the lunch period) within an eight (8) consecutive hour period and the regular work week is thirty-five (35) hours per week.**

e) The regular work day for professional support staff shall vary but in no case shall be less than those set out in 16.02 (a).

f) For all employees working flextime hours the following shall govern:

i) Daily core hours must be worked by all employees. These hours shall be established by the Board.

ii) The lunch period will be established by the Board.

iii) All flextime work schedules are subject to the needs of the Board and the approval of the departmental supervisor and or the appropriate Human Resources Manager.

iv) It should not be assumed that all departments will participate in the flextime programme. Departments eligible for the flextime programme shall be defined by the Board.

v) Time which has not been authorized as overtime may not be carried over into the next flextime cycle.

vi) All departments on the flextime work programme must be covered during normal business hours of the Board.

vii) The following credits will be given for each of the following incidents on flextime:

	employees defined in c) i) above	employees defined in b) i) above
employees who are absent due to illness	7 hours per day of absence	8 hours per day of absence

Statutory holiday	7 hours per full day	8 hours per full day
Vacations	7 hours per full day	8 hours per full day
Excused absence	time absent during core period	time absent during core period
Bereavement leave	7 hours per full day	8 hours per full day
Attendance at conferences, workshops	7 hours per full day	8 hours per full day
A half day shall equal	3.5 hours	4 hours

- viii) The Board reserves the right to withdraw the flextime programme when, in the Board's opinion, the needs of the Board are not being met and the functions of the department are not being performed in a satisfactory manner.
- ix) Personal appointments should be arranged to take place during flexible hours.

16.03 All employees are permitted a fifteen (15) minute break period at approximately the midpoint of each half shift.

It is the expectation that the employees in the organization of their schedule will be provided with a minimum of 40 minutes of uninterrupted lunch.

16.04 In no case will there be a compounding or pyramiding of overtime or other premium compensation.

16.05 a) Flextime Employees

Overtime shall be defined as authorized time worked in excess of the total number of hours set as the flextime schedule for a normal flextime cycle.

b) Fixed Schedule Employees

- i) For staff working a fixed 35 hour schedule, overtime shall be defined as authorized time worked in excess of (7) seven hours per day.
- ii) For staff working a fixed 40 hour schedule, overtime shall be defined as authorized time worked in excess of (8) eight hours per day.

- iii) Commencing September 1, 1990 for staff working a fixed thirty (30) hour schedule, overtime shall be defined as authorized time worked in excess of thirty (30) hours per week.

Commencing September 1, 2009 for staff working a fixed thirty-one hour and fifteen minute (31.25) schedule, overtime shall be defined as authorized time worked in excess of thirty-one hours and fifteen minutes (31.25) per week.

Commencing September 1, 2010 for staff working a fixed thirty-two hour and thirty minute (32.5) schedule, overtime shall be defined as authorized time worked in excess of thirty-two hours and thirty minutes (32.5) per week.

Commencing September 1, 2011 for staff working a fixed thirty-three hour and forty-five minute (33.75) schedule, overtime shall be defined as authorized time worked in excess of thirty-three hours and forty-five minutes (33.75) per week.

Commencing June 1, 2012, the regular workday for Educational Assistants is seven (7) hours per day (exclusive of the lunch period) within an eight (8) consecutive hour period and the regular work week is thirty-five (35) hours per week.

- iv) For professional support staff because of the nature and variety of their work, no overtime provisions shall be applicable.
- c) It is the expectation that whenever possible overtime must be authorized by the employee's supervisor before it is worked.
- d) Minimum time requirement: a minimum of one-half (2) hour overtime in a day must be worked for an employee to become eligible for authorized overtime pay. Accumulations of lesser periods worked on different days will not be counted for overtime.
- e) Rate of pay for overtime: For hours worked as authorized overtime, the Board shall grant pay at time and one-half. This pay will be based on the employee's weekly salary computed to an hourly rate.
- f) Pay for work on a paid holiday: An employee who is required to work on a paid holiday shall be paid for all such work at the rate of time and one-half in addition to holiday pay.
- g) Time off in lieu of pay for overtime worked: Time off in lieu of payment may be granted on the basis of each hour of authorized overtime worked shall equate to 1.5 hours of banked lieu time.

In the event that a clerical/secretarial person is called in to work in the week(s) prior to the commencement of the school year, such work will be paid at straight time or taken as lieu time.

The time off may be taken at a period agreed upon by the departmental supervisor - no later than **twelve (12)** months from the date that the overtime was worked. This must be authorized by the appropriate Human Resources Manager and have the prior agreement of the employee's supervisor.

16.06 The parties to this agreement recognize that the nature of the operation may require the performance of overtime work from time to time and employees will co-operate in the performance of such work.

ARTICLE 17 - BENEFITS

17.01 a) Semi-Private Medical Care

- i)** Commencing September 1, **2008**, the Board will contribute 95% towards the cost of the monthly premiums in effect at September 1, **2008** for the Health Services Semi-Private Care Plan for eligible employees who elect to participate in the plan.
- ii)** Commencing September 1, **2009** the Board will contribute 95% towards the cost of the monthly premiums in effect at September 1, **2009** for the Health Services Semi-Private Care Plan for eligible employees who elect to participate in the plan.
- iii)** Commencing September 1, **2010** the Board will contribute 95% towards the cost of the monthly premiums in effect at September 1, **2010** for the Health Services Semi-Private Care Plan for eligible employees who elect to participate in the plan.
- iv)** Commencing September 1, **2011** the Board will contribute 95% towards the cost of the monthly premiums in effect at September 1, **2011** for the Health Services Semi-Private Care Plan for eligible employees who elect to participate in the plan.

b) Extended Health Plan

- i)** Commencing September 1, **2008** the Board will contribute 100% towards the cost of the premiums in effect on September 1, **2008** for the Medi-Pak Plan for eligible employees who elect to participate in the plan. There shall be a \$25.00 annual deductible amount before benefits can be claimed.
- ii)** Commencing September 1, **2009** the Board will contribute 100% towards the cost of the premiums in effect on September 1, **2009** for the Medi-Pak Plan for eligible employees who elect to participate in the plan. There shall be a \$25.00 annual deductible amount before benefits can be claimed.

- iii) Commencing September 1, **2010** the Board will contribute 100% towards the cost of the premiums in effect on September 1, **2010** for the Medi-Pak Plan for eligible employees who elect to participate in the plan. There shall be a \$25.00 annual deductible amount before benefits can be claimed.
- iv) Commencing September 1, **2011** the Board will contribute 100% towards the cost of the premiums in effect on September 1, **2011** for the Medi-Pak Plan for eligible employees who elect to participate in the plan. There shall be a \$25.00 annual deductible amount before benefits can be claimed.
- v) Commencing September 1, 2007, the annual maximum reimbursement – limit for paramedical services, shall be increased from \$200 to \$350. There shall be a \$25.00 annual deductible amount before benefits can be claimed.

c) **Vision Care Plan**

- i) Commencing September 1, **2008**, the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, **2008** for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive year period) for eligible employees who elect to participate in the plan.
- ii) Commencing September 1, **2009** the Board will contribute 50% towards the cost of the premiums in effect on September 1, **2009** for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive year period) for eligible employees who elect to participate in the plan.
- iii) Commencing September 1, **2010** the Board will contribute 50% towards the cost of the premiums in effect on September 1, **2010** for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive year period) for eligible employees who elect to participate in the plan.
- iv) Commencing September 1, **2011** the Board will contribute 50% towards the cost of the premiums in effect on September 1, **2011** for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive year period) for eligible employees who elect to participate in the plan.

d) **Dental Plan**

- a)
 - i) Commencing September 1, **2008** the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, **2008** for the Dental Plan (H 1963 - Dental Services) for eligible employees who elect to participate in the plan as amended at January 1, 1986.
 - ii) Commencing September 1, **2008** the Board will contribute fifty percent (50%) towards the cost of the monthly premiums in effect for September 1, **2008** for orthodontic services for active eligible employees. The plan will reimburse a claimant fifty percent (50%) of the cost of the insured services for dependent children with benefits limited to a lifetime maximum of two thousand five hundred dollars (\$2500) per person.
- b)
 - i) Commencing September 1, **2009** the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, **2009** for the Dental Plan (H 1963 - Dental Services) for eligible employees who elect to participate in the plan as amended at January 1, 1986.
 - ii) Commencing September 1, **2009** the Board will contribute fifty percent (50%) towards the cost of the monthly premiums in effect for September 1, **2009** for orthodontic services for active eligible employees. The plan will reimburse a claimant fifty percent (50%) of the cost of the insured services for dependent children with benefits limited to a lifetime maximum of two thousand five hundred dollars (\$2500) per person.
- c)
 - i) Commencing September 1, **2010** the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, **2010** for the Dental Plan (H 1963 - Dental Services) for eligible employees who elect to participate in the plan as amended at January 1, 1986.
 - ii) Commencing September 1, **2010** the Board will contribute fifty percent (50%) towards the cost of the monthly premiums in effect for September 1, **2010** for orthodontic services for active eligible employees. The plan will reimburse a claimant fifty percent (50%) of the cost of the insured services for dependent children with benefits limited to a lifetime maximum of two thousand five hundred dollars (\$2500) per person.

- d)
 - i) Commencing September 1, **2011** the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, **2011** for the Dental Plan (H 1963 - Dental Services) for eligible employees who elect to participate in the plan as amended at January 1, 1986.
 - ii) Commencing September 1, **2011** the Board will contribute fifty percent (50%) towards the cost of the monthly premiums in effect for September 1, **2011** for orthodontic services for active eligible employees. The plan will reimburse a claimant fifty percent (50%) of the cost of the insured services for dependent children with benefits limited to a lifetime maximum of two thousand five hundred dollars (\$2500) per person.

e) **Life Insurance**

- i) Commencing September 1, **2008** the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, **2008** for the Group Life Insurance Plan for eligible employees who elect to participate in the plan.
- ii) Commencing September 1, **2009** the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, **2009** for the Group Life Insurance Plan for eligible employees who elect to participate in the plan.
- iii) Commencing September 1, **2010** the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, **2010** for the Group Life Insurance Plan for eligible employees who elect to participate in the plan.
- iv) Commencing September 1, **2011** the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, **2011** for the Group Life Insurance Plan for eligible employees who elect to participate in the plan.
- v) Eligible employees may elect to apply for an amount of \$100,000 term life insurance effective January 1, 2001.

f) **Optional Life Insurance**

The Board shall make available the OPTIONAL GROUP LIFE INSURANCE in addition to the basic group insurance plan spelled out in Article 17.01 (e) to all eligible employees who elect to participate on the following basis:

- i) Optional life insurance shall be available in multiples of \$10,000 up to a maximum of \$100,000.

- ii) All premiums for the optional life insurance are to be paid 100% by the employee.
- iii) That the necessary employee participation determined by the carrier is obtained.
- iv) Eligibility to participate in the plan is to be determined by the carrier.

g) Long Term Disability Plan

- i) Commencing September 1, **2008** the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, **2008** for the Long Term Disability Plan for eligible employees.
- ii) Commencing September 1, **2009** the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, **2009** for the Long Term Disability Plan for eligible employees.
- iii) Commencing September 1, **2010** the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, **2010** for the Long Term Disability Plan for eligible employees.
- iv) Commencing September 1, **2011** the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, **2011** for the Long Term Disability Plan for eligible employees.

h) O.M.E.R.S.

The Board shall be enrolled in the Ontario Municipal Employees' Retirement System. The Board shall match the contribution from each employee who is enrolled in the system in accordance with the governing legislation for the basic plan.

17.02 It is understood and agreed that the plans themselves do not form part of this collective agreement and are not themselves subject to the grievance procedure or arbitration. The Employer's sole obligation under this article shall be to pay the Employer's portion of the premium.

17.03 For employees employed on less than a fulltime schedule in the Catholic Schools of Hamilton-Wentworth and who are eligible and choose to participate, the Board will pro-rate the percentage of its contribution towards the cost of the monthly premiums for the plans detailed in Article 17.

17.04 The Board may at any time substitute another carrier, provided that the benefits conferred thereby are not in total decreased, provided that the Union be given prior consultation.

17.05 a) Employees who have elected early retirement from the Board may arrange continuation of any **employee** benefits stated above until age 65, **provided however that such retired individual shall constitute a separate group for rating and coverage purposes. Benefit** eligibility shall be in accordance with the terms of the **applicable** insurance policy.

b) The **retired individual** will be responsible for the total cost of the applicable premiums in both (a) and (b).

c) The employee will be responsible for the total cost of the applicable premiums in both (a) and (b) above.

17.06 Employees on leave without pay for a period greater than 10 consecutive working days, may elect to maintain their participation in any or all of the above insurance plans by making arrangements 30 days prior to the commencement of the leave to pay the Board the full cost of the applicable premiums. This is subject to the eligibility requirements of the insurance plan as established by the carrier.

17.07 A spouse of a deceased employee may have the option of retaining benefit coverage at the spouse=s own cost under the Semi-Private Medical Care, Extended Health, Vision Care and Dental Plans under the following conditions:

a) the spouse must elect to retain coverage within thirty-one (31) days of the date of death of the deceased employee;

b) if the spouse withdraws from coverage at any time, the spouse shall be ineligible to re-enroll in coverage;

c) coverage shall remain in effect for a maximum of two (2) years from the date of death of the deceased employee. Coverage shall be cancelled the first day of the month following the spouse=s sixty-fifth (65th) birthday;

d) the spouse shall pay to the Board in advance the full annual premium cost of the coverage, otherwise the coverage shall be cancelled.

Note: In the event of a death of a ten (10) month employee over the summer period, the thirty-one (31) day provision in (a) shall commence from September 1st.

ARTICLE 18 - SICK LEAVE

18.01 Sick Leave Protection

The Board provides a sick leave protection plan. This plan is protection against personal illness only. It is not an automatic entitlement to time off. The Board expects each employee to be in attendance at his or her duties each work day.

18.02 Sick Leave Plan

Board - refers to the Hamilton-Wentworth Catholic District School Board.

Employee - refers to Professional Support Staff, Educational Assistants and employees in Clerical grades.

Sick Leave Credit Balance - refers to the yearly allowance of sick leave credits.

Year - refers to the calendar year extending from the 1st of January in any one year up to and including the 31st of December of the same year.

18.03 Implementation of the Plan

The date of implementation of this plan is set at January 1st, 1969. A back credit allowance shall be established for all employees who have been employed by the Board prior to January 1st, 1969, on the following basis:

One day's credit for each completed month of recognized seniority. This credit is not to exceed 240 days at any given date for calendar year employees or 200 days at any given date for scholastic year employees.

18.04 Statutory Allowance

a) Employees working on 12 month year basis:

At the beginning of each calendar year (January 1st) each employee shall be eligible for a twenty-four (24) day sick leave allowance for the calendar year. The allowance will be credited at the rate of 2 days per completed month worked in the calendar year.

New employees commencing after January 1st will be credited an allowance at the rate of 2 days per completed month.

b) Employees working on 10 month year basis:

At the beginning of each scholastic year (September 1st) each employee shall be eligible for a twenty (20) day sick leave allowance. The allowance will be credited at the rate of 2 days per completed month worked in the scholastic year.

New employees commencing after September 1st will be credited at the rate of 2 days per completed month.

18.05 Employees who work on less than a full-time basis will receive a prorated sick leave allowance calculated according to the amount of time worked.

18.06 Method of Accumulation

- a) All of the unused portion of the Statutory Allowance shall be credited to the employee's sick leave credit balance at the close of each year.
- b) Deductions shall be made from the employee's Statutory Allowance for the number of days absent because of personal illness.
- c) If the Statutory Allowance has been exhausted in any given year the employee's sick leave credit balance will then be debited for any further absences.
- d) The maximum accumulation in the sick leave credit balance commencing August 31, 2003 is not to exceed 260 working days at a given date for calendar year employees and 260 working days for scholastic year employees.
- e) When an employee's sick leave credit is exhausted, pay deductions will be made for each additional day absent because of personal illness.
- f) Absences due to illness in the family will not be deducted from sick leave credit. Such absences will be considered as leaves of absence without pay, unless the employee elects to use part of his or her vacation entitlement.
- (g) An allowance of two (2) days per calendar year (12 month employees) or per scholastic year (10 month employees) deductible from sick leave credit, may be made for reasons for urgent personal business. **Requests shall be made in writing to the appropriate Human Resources Manager, in advance except in emergency situations and shall specify the circumstances giving rise to the need for such leave. The Board shall be entitled to information reasonably necessary to satisfy itself that the request is for urgent personal business. In the event of an immediate emergency, requests via telephone shall be permitted.** The approval of the appropriate Human Resources Manager, for such an absence must be obtained. The granting of the day must not be considered to be an automatic right. **The Board will endeavour to consider all requests for UPR and approval shall not be unreasonably denied.**
- h) In compliance with the Regulations and the Board's continued eligibility for the E.I. Premium Reduction Program, a minimum of one (1) day per month (10 days per year) sick leave credit as outlined in Article 18.04 a) and b) above, shall be reserved solely for personal illness and other statutory leave provisions.

18.07 Doctor's Certificate

The employee shall provide a doctor's certificate for any day of absence if requested by or the appropriate Human Resources Manager.

In the event that further medical information is requested by the Board or the Board requests a separate medical assessment, such costs will be paid by the Board.

18.08 Sick Leave Statement

A sick leave credit statement will be issued in January of each year to each employee.

18.09 When an employee is absent due to illness and has exhausted accumulated sick leave credits, the Board will continue to contribute its portion of premiums for employee benefit coverage of the employee as long as the employee is in the Board's employ and the employee is eligible for coverage according to the terms established by the carrier.

18 .10 Employees who are in receipt of LTD benefits will not be eligible for the cumulative statutory allowance.

ARTICLE 19 - MILEAGE ALLOWANCE

19.01 An employee travelling on authorized Board business will receive reimbursement for actual mileage (kilometres) at the current Board approved rate as amended from time to time. Current effective rate is **43** cents per kilometre.

NOTE: For the benefit of staff a mileage matrix is available on the Board's website.

19.02 Where applicable, the Board will issue a letter to an employee before February 28th stating that the employee's automobile is used on a regular basis for travelling on official Board business.

ARTICLE 20 - VACATIONS

20.01 a) The Board will schedule vacations according to its needs. All vacations must have prior approval of the employee's immediate supervisor and must then be approved by or the appropriate Human Resources Manager. The anniversary date for calculating vacation entitlement is January 1st.

b) Professional Support Staff and clerical employees working a 12 month year

Vacation entitlement shall be as follows:

- Less than one year's experience: One day per completed month of employment to a maximum of two weeks vacation with pay.

- After one (1) completed year of consecutive seniority with this Board: Two (2) weeks vacation with pay.
- After four (4) completed years of consecutive seniority with this Board: Three (3) weeks vacation with pay.
- After eight (8) completed years of consecutive seniority with this Board: Four (4) weeks vacation with pay.
- After fifteen (15) completed years of consecutive seniority with this Board: Five (5) weeks vacation with pay.
- After twenty-three (23) completed years of consecutive seniority with this Board: Six (6) weeks vacation with pay.
- Commencing January 1, 2006 after twenty-seven (27) completed years of consecutive seniority with this Board: Seven (7) weeks vacation with pay.
- Commencing January 1, 2007 after twenty-five (25) completed years of consecutive seniority with this Board: Seven (7) weeks vacation with pay.
- After thirty (30) completed years of consecutive seniority with this Board: Eight (8) weeks vacation with pay.

c) Employees working a 10 month scholastic year

- Commencing January 1, 1990 for the purpose of determining vacation pay entitlement for employees working a 10-month scholastic year, the Board will consider the completion of a 10-month scholastic year as equivalent to one completed year of seniority for the purpose of determining vacation pay entitlement as defined in this Article 20.01 (c).
- Vacation pay will be made at the following rates:
- During the first year and after completion of one year: Four (4%) percent of applicable earnings.
- After four (4) completed years of consecutive seniority with this Board: Six (6%) percent of applicable earnings.
- After eight (8) completed years of consecutive seniority with this Board: Eight (8%) percent of applicable earnings.
- After fifteen (15) completed years of consecutive seniority with this Board: Ten (10%) percent of applicable earnings.

- After twenty-three (23) completed years of consecutive seniority with this Board: Twelve (12%) percent of applicable earnings.
- Commencing January 1, 2006, after twenty-seven (27) completed years of consecutive seniority with this Board: Fourteen (14%) percent of applicable earnings.
- Commencing January 1, 2007, after twenty-five (25) completed years of consecutive seniority with this Board: Fourteen (14%) percent of applicable earnings.
- After thirty (30) completed years of consecutive seniority with this Board: Sixteen (16%) percent of applicable earnings.

d) Sickness on Vacation

An employee who becomes sick or injured during a scheduled vacation period will not have the time of sickness or injury counted as sick leave during the scheduled vacation. No compensating vacation time will be allowed for such occurrences. An exception may be granted only in cases of hospitalization with written confirmation provided.

- e) It is understood that while the employer, in its sole discretion after determining its work requirements, may in any year grant vacation in excess of the minimum entitlement, the granting of such additional vacation does not give rise to any rights of the employee to any additional vacation entitlement beyond the minimum set out in paragraph (b) hereof.
- f) It is understood that employees working less than fulltime shall have vacation entitlement prorated in accordance with the proportion of fulltime work.

ARTICLE 21 - PAID HOLIDAYS

21.01 The following days are considered paid holidays:

New Year's Day (January 1st)
 Good Friday
 Easter Monday
 Victoria Day (May)
 Canada Day (July 1st)
 Civic Holiday (1st Monday in August)
 Labour Day (1st Monday in September)
 Thanksgiving Day (October)
 Christmas Day (December 25th)
 Boxing Day (December 26th)
 1 day before Christmas Day
 1 day before New Year's Day

Effective the 1993 calendar year, one Floater Holiday to be designated by the Board. **Effective September 1, 2008 the above-mentioned floater day shall be applied to Family Day (3rd Monday in February).**

- a) In order to qualify for paid holidays, the employee must work the complete normal working day immediately preceding and following the holiday, be on authorized vacation during this period, or be on authorized sick leave, or on bereavement leave.
- b) When a recognized holiday, referred to above, falls within an employee's vacation period, the employee will be entitled to an additional day off with pay. The choice of this day off must be approved by the immediate supervisor. It must be taken within the calendar year in which the holiday occurs.

ARTICLE 22 - INTERPRETATIONS & PROCEDURES

22.01 An employee shall have the right to review personnel file. Such review may occur within 48 hours following notice to the appropriate Human Resources Manager by the employee and shall take place at a time and place to be mutually agreed.

22.02 a) The Board may grant interest free salary advances to employees for the purpose of tuition fees provided that:

- i) proof of registration in a university, **college or other** approved course be supplied,
- ii) the salary advance(s) does not exceed \$2100 in a calendar year,
- iii) the courses are approved in advance by the Board.

b) Failure to provide proof of registration within 30 days of receipt of the loan will result in the total amount of the loan being recovered from subsequent pay cheques.

ARTICLE 23 - LABOUR MANAGEMENT/BARGAINING RELATIONS/COMMITTEES

23.01 a) Establishment of Labour Management Committee

A Labour Management Committee shall be established consisting of equal representatives of the Employer and the Union unless otherwise mutually agreed upon. The Committee shall enjoy the full support of both parties in the interests of maximum service to the students and the maintaining of harmonious relations.

b) Labour Management Committee

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

(c) **Jurisdiction of Labour Management Committee**

The Committee shall deal with such matters of mutual concern as may arise from time to time in the operation of the facility.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Employer, to any decisions or conclusions reached in their discussions. The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

The Union may raise issues of contracting in/out in Labour Management Committee discussions.

- 23.02 Either party has the right at any time to invite technical and/or resource personnel during negotiations provided that sufficient notice is given.
- 23.03 The Employer agrees to review information with the Union at a Labour/Management meeting once a year regarding the implementation of increases in benefit costs.
- 23.04 A Trustee representative will attend four (4) Labour/Management meetings each school year.

ARTICLE 24 - DURATION

- 24.01 This agreement shall remain in full force and effect from September 1, **2008** until August 31, **2012** and shall automatically continue in effect thereafter for the period of one year unless either party notifies the other, in writing, not less than sixty (60) days and not more than ninety (90) days prior to the expiration date of its desire to amend or terminate the agreement.
- 24.02 If notice of amendment or termination is given by either party in accordance with Section 24.01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following the receipt of such notification or such further period of time as may be agreed upon by the parties.
- 24.03 The employer shall print sufficient copies of the agreement within sixty (60) days of the signing of the agreement.

APPENDIX "A"

Category 1	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Jr. Printing Operator	\$16.25	\$16.71	\$17.18	\$17.68	\$18.14	Sept 1/08
Clerk-Typist Entry	\$16.74	\$17.21	\$17.70	\$18.21	\$18.68	Sept 1/09
	\$17.24	\$17.73	\$18.23	\$18.76	\$19.24	Sept 1/10
	\$17.76	\$18.26	\$18.77	\$19.32	\$19.82	Sept 1/11
Category 2	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Library Clerk - Elementary (62)	\$17.04	\$17.58	\$18.03	\$18.58	\$19.07	Sept 1/08
Library Clerk - N.M.C. (40)	\$17.55	\$18.11	\$18.57	\$19.14	\$19.64	Sept 1/09
Receptionist - N.M.C. (309)	\$18.08	\$18.65	\$19.13	\$19.71	\$20.23	Sept 1/10
	\$18.62	\$19.21	\$19.70	\$20.30	\$20.84	Sept 1/11
Category 3	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Clerk-Typist – IS	\$17.70	\$18.26	\$18.84	\$19.38	\$19.98	Sept 1/08
Bindery Operator	\$18.23	\$18.81	\$19.41	\$19.96	\$20.58	Sept 1/09
Shipper/Receiver – TMB	\$18.78	\$19.37	\$19.99	\$20.56	\$21.20	Sept 1/10
Shipper/Receiver – CEC	\$19.34	\$19.95	\$20.59	\$21.18	\$21.83	Sept 1/11
Library Clerk - Secondary (60)						
Clerk-Typist - Wilma's Place						
Switchboard Operator/Receptionist						
Records Clerk						
Library Clerk (46)						
Library Clerk (45)						
Jr. Transportation Clerk						
Library Clerk (42)						
Shipper/Receiver – NMC						
Library Clerk - Elem (62A)						
Clerk-Typist - Cont. Ed						
Sr. Operator - Printing Services						
Jr. Clerk-Typist – Purchasing						
Itinerant Clerk-Typist						
Clerk-Typist - Secondary School						
Category 4	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Secretary -Athletic Convenor	\$18.83	\$19.32	\$19.84	\$20.34	\$20.92	Sept 1/08
Clerk-Typist - Ext Ed.	\$19.39	\$19.90	\$20.44	\$20.95	\$21.55	Sept 1/09
Clerk-Typist - Plant Ops.	\$19.98	\$20.50	\$21.05	\$21.58	\$22.19	Sept 1/10
Portuguese Liaison	\$20.58	\$21.11	\$21.68	\$22.23	\$22.86	Sept 1/11
Attendance Secretary						
Int. Clerk-Typist - Purchasing						
Switchboard Relief						
Clerk-Typist - Technical Dept.						

Category 5	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Assessment Clerk	\$19.16	\$19.85	\$20.42	\$20.97	\$21.78	Sept 1/08
Senior Transportation Clerk	\$19.73	\$20.45	\$21.03	\$21.60	\$22.43	Sept 1/09
Accounting Clerk	\$20.33	\$21.06	\$21.66	\$22.25	\$23.11	Sept 1/10
Educational Asst. -(Basic)****	\$20.94	\$21.69	\$22.31	\$22.91	\$23.80	Sept 1/11
Braille Transcriber I						
Library Clerk - NMC (54)						
Guidance Secretary						
Clerk-Typist - St. Charles						
Sr. Purchasing Clerk						
Library Clerk - NMC (201)						
International Languages Secr.						
Category 6	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Payroll Clerk	\$20.15	\$20.84	\$21.35	\$21.89	\$22.71	Sept 1/08
Ed. Asst. Prov. Spec. Care****	\$20.75	\$21.47	\$21.99	\$22.55	\$23.39	Sept 1/09
Clerk-Typist - IS	\$21.38	\$22.11	\$22.65	\$23.22	\$24.09	Sept 1/10
Ed. Asst. - Speech & Language	\$22.02	\$22.77	\$23.33	\$23.92	\$24.82	Sept 1/11
Library Technician - NMC (43)						
Offset Printer						
Braille Transcriber II						
Library Technician - NMC (47)						
Ed. Asst. - Aug.Comm.Asst.						
Ed. Asst. - Behaviour Mod.						
Ed. Asst. - Job Coach						
Athletic Convenor						
Sr. Clerk-Typist - Ext. Ed.						
Elementary School Secretary						
Category 7	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
E.A./Educational Interpreter	\$21.03	\$21.67	\$22.32	\$22.96	\$23.64	Sept 1/08
Library Technician - NMC (44)	\$21.66	\$22.32	\$22.99	\$23.65	\$24.35	Sept 1/09
Braille Transcriber III	\$22.31	\$22.99	\$23.68	\$24.36	\$25.08	Sept 1/10
Transition Co-Ordinator/ Facilitator (Job Coach)	\$22.98	\$23.68	\$24.39	\$25.09	\$25.83	Sept 1/11
Category 8	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Team Leader	\$23.16	\$23.71	\$24.29	\$24.84	\$25.53	Sept 1/08
Head Secretary	\$23.85	\$24.42	\$25.02	\$25.59	\$26.30	Sept 1/09
Supt. Secretary	\$24.57	\$25.15	\$25.77	\$26.35	\$27.08	Sept 1/10
Transportation Co-Ordinator	\$25.31	\$25.91	\$26.54	\$27.14	\$27.90	Sept 1/11
Help Desk Analyst						

****Level changes due to changing responsibilities/assignments shall be reviewed and approved by the Board at January and September of each year.

Category 9 - no jobs classified

Category 10 - no jobs classified

Category 11 - no jobs classified

<u>Category 12</u>	<u>Yrs Exp</u>	<u>Level 1</u>	<u>Level 1</u>	<u>Level 1</u>	<u>Level 1</u>	
		Sept 1/08	Sept 1/09	Sept 1/10	Sept 1/11	
Social Worker	0	\$57,430	\$59,153	\$60,927	\$62,755	
	1	\$59,333	\$61,113	\$62,946	\$64,835	
	2	\$61,524	\$63,370	\$65,271	\$67,229	
	3	\$63,371	\$65,272	\$67,230	\$69,247	
	4	\$65,380	\$67,341	\$69,362	\$71,442	
	5	\$67,451	\$69,475	\$71,559	\$73,706	
	6	\$69,481	\$71,565	\$73,712	\$75,924	
		<u>Yrs. Exp</u>	<u>Level II</u>	<u>Level II</u>	<u>Level II</u>	<u>Level II</u>
			Sept 1/08	Sept 1/09	Sept 1/10	Sept 1/11
		0	\$59,717	\$61,509	\$63,354	\$65,254
		1	\$61,667	\$63,517	\$65,423	\$67,385
		2	\$63,618	\$65,527	\$67,492	\$69,517
		3	\$65,677	\$67,647	\$69,677	\$71,767
	4	\$67,757	\$69,790	\$71,883	\$74,040	
	5	\$69,861	\$71,957	\$74,116	\$76,339	
	6	\$71,940	\$74,098	\$76,321	\$78,611	

Level I - Bachelor of Social Work (B.S.W.) or equivalent

Level II - Master of Social Work (M.S.W.) or equivalent

<u>Category 12</u>	<u>Yrs. Exp</u>				
	<u>Exp</u>	Sept 1/08	Sept 1/09	Sept 1/10	Sept 1/11
Speech Path. ** Speech Team Speech Aug.	0	\$59,717	\$61,509	\$63,354	\$65,254
	1	\$61,667	\$63,517	\$65,423	\$67,385
	2	\$63,618	\$65,527	\$67,492	\$69,517
	3	\$65,677	\$67,647	\$69,677	\$71,767
	4	\$67,757	\$69,790	\$71,883	\$74,040
	5	\$69,861	\$71,957	\$74,116	\$76,339
	6	\$71,940	\$74,098	\$76,321	\$78,611

Master of Speech Language Pathology or equivalent required

Appendix B – Casuals

	Base	Vacation Pay of 4%	Total
Sept. 1/08	\$15.28	\$0.61	\$15.89
Sept 1/09	\$15.73	\$0.63	\$16.36
Sept 1/10	\$16.21	\$0.65	\$16.86
Sept 1/11	\$16.69	\$0.67	\$17.36
* Note Rates are 94% of Category 1 Start Rate			

IN WITNESS WHEREOF the Board and the Union have caused this Agreement to be signed in their respective names by their duly authorized representatives as of this _____ day of _____, 2009 at Hamilton, ON.

Signed on behalf of the School Board

Chairperson of the Board

Director of Education and
Secretary of the Board

Administrator of Human Resources

Human Resources Manager – Labour and
Employee Relations

Signed on behalf of the Union

President - C.U.P.E. Local 3396

C.U.P.E. Representative

LETTER OF INFORMATION - #1

EMPLOYMENT SECURITY

This Letter of Understanding shall confirm the understanding between the Board and the Union to provide employment protection to those members of CUPE Local 3396 who at the date of ratification of this agreement are not excluded by virtue of the agreements between the parties regarding casual and/or temporary employment and employees hired since July 1, 2001.

LETTER OF INFORMATION - #2

FULL TIME CLERK-TYPIST

The following is being stated only for the information of the employees.

The Board shall appoint a full time clerk typist in elementary schools where student populations exceed 700 students as at October 31 in a school year.

LETTER OF INFORMATION - #3

GROUP LIFE INSURANCE

It is understood that those employees who are currently eligible for Group Life Insurance coverage of 3 X their annual salary shall continue to be "grandfathered" for this coverage subject to the terms and conditions of the carrier.

Board contributions towards monthly premiums shall be as described in 15.01 (e) i), ii) and iii).

Those covered for 3 X salary: M. Morton

LETTER OF INFORMATION - #4

RETIREMENT GRATUITY

The following is being stated for the information of the employees:

RETIREMENT GRATUITY

The Board shall grant a Retirement Gratuity to an employee who, on retirement, will have completed fifteen (15) completed years of service in the Board's employ. The Retirement Gratuity shall be computed in the following manner:

one-half (2) of the sick leave credit balance
X \$10.00 per day to a maximum of \$1,000.00

The Retirement Gratuity will be paid in total in the month of termination of employment.

In the event of the death of an employee, the amount due to the employee under the plan will be paid to the deceased's estate. EMPLOYEES HIRED AFTER SEPTEMBER 1, 1977 WILL NOT BE ELIGIBLE FOR THE RETIREMENT GRATUITY.

LETTER OF INFORMATION - #5

MEMBERSHIP/SUBSCRIPTION FEES

This letter will confirm and clarify the practice and application of the mutual understanding regarding the payment by the Board on behalf of certain employees for membership/subscription fees to approved local, regional and or national organizations or agencies.

In the event the Board in its sole discretion determines that membership/subscription in a recognized organization/agency would support the development of staff in various disciplines then such membership/subscription fees shall be paid for by the Board.

It is understood that the identification of particular organization/agencies and the determination to which the Board shall request membership/subscription will remain at the sole discretion of the Board and will be reviewed annually by the Board. It is understood that any fees/dues for annual union, professional college and professional designation are not eligible under this understanding.

The Board agrees to facilitate, through the employee payroll deduction, the collection and remittance of professional association/college dues on behalf of those professional employees required to do so.

LETTER OF INFORMATION - #6

RE: LIABILITY POLICY

The following letter is provided as information to employees.

In the event an employee has any civil proceeding commenced against him or her as a result of carrying out any lawful duty or obligation during the course of and within the scope of their employment with the employer; and in the further event said employee has no applicable insurance coverage which would otherwise respond to such a proceeding; the employer acknowledges that it maintains a general comprehensive liability policy which provides certain defined coverages including legal representation to employees who are alleged to have committed a negligent or wrongful act as defined by the terms of the policy. The only obligation of the employer is to maintain the policy in full force and effect and to provide a copy of the policy to any employee upon request. The employer makes no representations to any employee nor is it responsible for any such claims arising outside the scope of the policy.

LETTER OF INFORMATION - #7

GUIDELINES FOR OCCUPATIONAL HEALTH AND SAFETY

1. No employee shall be discharged, penalized or disciplined in any way for refusing to perform any duties or work in any area or to operate any equipment or use any substance where he believes that it would be unsafe or unhealthy to himself, an unborn child, a fellow employee, a student or the public, or where it would be contrary to the applicable federal, provincial, or municipal health and safety legislation or regulation. There shall be no loss of pay or benefits during the period of refusal. No employee shall be ordered to operate any equipment or use any substance which another employee has refused until the matter is investigated and satisfactorily settled.

No employee shall be discharged, penalized or disciplined in any way for making a complaint relating to health and safety.

2. One committee representative and one alternate representative as designated by CUPE Local 3396 shall serve as a member of the Board's Joint Health and Safety Committee.
3. It is the function of the committee and each committee member has the power to:
 - a) identify and investigate unsafe or unhealthy conditions that may be a source of danger or hazard in the schools or workplace.
 - b) receive accident reports on members including those not resulting in injury or lost time.
 - c) obtain information from the Board pertaining to health and safety including all data pertaining to potentially hazardous and toxic substances that are used.
 - d) make recommendations to the Board for the improvement of health and safety.
4. The Board agrees to implement all recommendations made by a majority of the committee and subject to the committee a timeline for implementation.
5. The committee shall meet at least once a month, or more often if deemed necessary by a majority of the committee. A committee member is entitled to such time from work as is necessary to attend meetings of the committee and to carry out inspections. Time spent on such duties shall be deemed to be time worked.
6. For the provision of the inspection of the workplace(s), the procedure to be followed will be in accordance with the Ministry of Labour's direction. Inspections of each workplace shall be conducted by a worker at that site in accordance with the Act and Regulations.

LETTER OF INFORMATION - #8

HEPATITIS B

The Board will pay upon receipt of purchase for Hepatitis B serum under the following conditions:

- i) where the employee is not covered for the Hepatitis B by medical insurance; and
- ii) where the nature of the work could in the Board's opinion pose risk to the employee; and
- iii) where the employee has obtained recommendation for the serum from doctor.

LETTER OF INFORMATION - #9

SAFETY SHOES

Effective September 1, 2004 the Board will pay up to \$100 annually upon receipt of purchase for designated safety shoes for the employees in printing and shipping/receiving and those required to wear safety shoes in accordance with the OHSA and regulations.

LETTER OF INFORMATION - #10

REDEPLOYMENT

In the event of redundancy, the Board will discuss the circumstances relating to the redundancy with the Union not less than one month in advance of the proposed effective date of notification of redundancy. The parties agree to search for all reasonable alternatives to redundancies.

LETTERS OF INFORMATION - #11

RE CASUAL OR TEMPORARY ASSIGNMENTS

The following information regarding the settlement of grievances 3396-40 (Board #99-14) and 3396-04 (Board #97-07) is provided for employees.

In consideration of the mutual covenants herein, the parties agree to the following terms of settlement not to exceed the term of the collective agreement.

This memorandum is agreed to in order to establish the understanding for fair and equitable treatment for those engaged on a casual or temporary basis to provide temporary additional assistance due to unforeseen and exceptional circumstances such as surgeries, medical issues, behaviour management, and Ministry directives and whose assignment exceeds a period of three continuous months. Therefore in accordance with this memorandum the parties agree to the following terms and conditions.

Any employee engaged by the Board in a temporary or casual basis that is to provide temporary additional assistance and whose assignment exceeds three continuous months the following will apply:

- a) Effective from the first day of the fourth month, the rates of pay for the duration of the temporary assignments will be the rates as per the collective agreement.
- b) In consideration of the temporary job postings provision of Article 12.06 of the collective agreement, those who are assigned to fill the temporary vacancy who are not members of the bargaining unit and where the assignment is known to exceed three continuous months, the person assigned will be paid at the rate of pay of the collective agreement effective from the first day of the assignment.
- c) Benefits to be provided consistent with the practice in article 12.06.
- d)
 - i) An employee given a temporary assignment as outlined in a) and b) above, shall be covered under the terms of the collective agreement for the duration of the assignment.
 - ii) Upon completion of the temporary assignment, the parties acknowledge that terms and conditions of the collective agreement will terminate.
 - iii) For further clarification, service under this article will not be for the purpose of the probationary period, employment security, layoff and redundancy.
- e) Prior to assigning casual or temporary staff, the Board will offer additional temporary hours of work to regular part time employees at the site first then to other regular part-time employees that have indicated, in writing to the Board, their interest for additional temporary hours of work. Such hours of work shall be allocated provided the employee has the skill, ability and qualifications.

The Board will commit to prepare a list on the basis of written requests received and will meet with the Union President or designate to reach an agreement for fair and equitable distribution of hours.

- f) It is understood that this Memorandum does not provide a guarantee of additional hours.
- g) The parties agree that a review of the assignment of casual and temporary employees will be carried out with the Union at the Joint Labour/Management meetings. The Board will copy the Union President or designate on all confirmation of hiring status letters sent to employees covered by this memorandum.

It is understood that this agreement is not to replace the regular hiring procedures.

- h) A temporary assignment shall not exceed 12 continuous months without the mutual consent of the parties.

In consideration of the mutual covenants herein, the parties agree to the following terms of settlement:

1. Whereas CUPE filed a policy grievance on behalf of Educational Assistants who were hired in September 1999 on a temporary term basis and whereas those Educational Assistants were not hired to replace other Educational Assistants on leave, it is acknowledged that these vacancies were not temporary vacancies pursuant to the provisions of Article 12.06 of the collective agreement.
2. The Board and Union acknowledge that those Educational Assistants be granted seniority and all other related rights and privileges under the collective agreement as of the date of hire. The Board and the Union acknowledge and agree that these employees and others hired after the date of ratification of this collective agreement are not eligible for the provisions of Employment Security as outlined in Letter of Information #1.
3. The Board commits that it will not hire employees on a similar temporary term employment basis during the life of the collective agreement.
4. The Union agrees to withdraw the grievance on a without prejudice or precedent basis.

LETTER OF INFORMATION - #12

RE: MODIFICATIONS TO REGULAR WORKING CONDITIONS

The Board shall not authorize any modifications to regular working conditions of an employee until such time as the Union has been consulted with regard to the request.

LETTER OF INFORMATION - #13

RE: TIEBREAKER - SENIORITY

In the event of a redundancy and where two or more employees in the same classification have the same seniority date within the bargaining unit, the parties acknowledge the following sequential procedure to break the tie in seniority:

1. The employee with the greatest related service within the job classification in a casual, temporary or broken prior related service, with the Board will be deemed the most senior. If there is still a tie regarding seniority then
2. The employee with the greatest related experience outside of the Board will be deemed the most senior. If there is still a tie regarding seniority then
3. The final decision will be by lot.

LETTER OF INFORMATION - #14

SCHOOL SECRETARIAL/CLERICAL TRANSFER PROCEDURE

A School Secretarial/Clerical who wishes to be considered for a transfer the following September, should consult with Principal/Supervisor and complete a Transfer Request by the end of April of the current school year. The Transfer Requests will be circulated to the appropriate Human Resources Manager. The transfer will be confirmed provided all parties are in agreement (Secretary/Clerical and Principal/Supervisor).

HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD

SCHOOL SECRETARIAL/CLERICAL TRANSFER REQUEST FORM

SCHOOL YEAR: _____

NAME: _____

CURRENT SCHOOL: _____

JOB CLASSIFICATION: _____

FULL OR HALF TIME: _____

NUMBER OF YEARS IN CURRENT SCHOOL: _____

Preferred geographic area in which you are seeking transfer:

- A - Stoney Creek and Winona
- B - East City (east of Sherman)
- C - Centre City (Sherman Ave. to James St.)
- D - West City (west of James St.)
- E - Satellite City & East Mountain (to Upper Sherman)
- F - Centre Mountain (Upper Sherman to Upper James)
- G - West Mountain (west of Upper James)
- H - Ancaster
- I - Dundas, Waterdown, Carlisle, Freelon

Restrictions (if any):

Comments:

The signatures below indicate an acknowledgement of the Transfer Request.

Secretary/Clerical

Principal/Supervisor

Please forward the original signed document to the appropriate Human Resources Manager by April 30th of the school year.

LETTER OF INFORMATION - #15

STUDENT AGGRESSION/VIOLENCE IN THE SCHOOLS

The parties agree to work together to provide all educational assistants with the opportunity to participate in a workshop(s) on violence in the workplace. In addition, the Board agrees to provide Board approved protective equipment, as needed, to employees and to train these employees in the safe and effective use of this equipment.

LETTER OF INFORMATION - #16

SECRETARIAL/CLERICAL STAFF ALLOCATION

The parties agree that the employer summary and recommendations regarding staff allocation for elementary and secondary schools will be shared with the Union at a Labour/ Management meeting prior to the recommendations going to Senior Administration.

LETTER OF UNDERSTANDING - #17

RESPECTFUL CATHOLIC WORKPLACE COMMUNITY POLICY

The Board and employees covered by this agreement recognize that every employee has a right to freedom from discrimination and harassment as per the Board's "**Respectful Catholic Workplace Community Policy**" (June 2008). It is understood that any complaint of discrimination or harassment, including personal harassment, shall be dealt with in accordance with the Board's "**Respectful Catholic Workplace Community Policy**" as amended from time to time in collaboration with employees including representatives of C.U.P.E. Local 3396.

LETTER OF UNDERSTANDING - #18

JOB EVALUATION/PAY EQUITY COMPLIANCE

The parties have identified and are committed herein to a process and procedure to review, update and initiate a revised job evaluation program, which will periodically review positions to determine appropriate job category placement within the salary/wage structure. Such program will be compliant with the provisions of the Maintenance Requirements of the Pay Equity Act of Ontario.

The following provisions represent the key commitments of the parties to the implementation of this important initiative:

- The Board and the Union shall engage the necessary internal and external resources to facilitate a complete joint job evaluation program review and implementation during the 2005-06 school year. The key components of the program review are as follows:
 - Joint review to develop and recommend an updated job evaluation model
 - Joint orientation of staff to new job evaluation model and job description data collection
 - Joint training for members of Joint Job Evaluation Committee on new system
 - Joint training for members of Joint Job Evaluation Appeal Committee on new system
 - Target evaluation of not less than 20% of all bargaining unit jobs each year. Each position to be subject to re-evaluation every completed 5 year cycle, unless there have been significant changes to the job.
- Initial focus of positions to be evaluated shall be those agreed upon in joint consultation and shall include those positions that were not included in the Mercer Consultants Market Salary Survey and new positions added to the unit during the term of the agreement which expires August 31, 2005.
- The recommendations of the Joint Job Evaluation Committee shall be presented each year to the Board of Trustees no later than the final meeting in June for approval. Any adjustments that are approved shall take effect following the Board approval. It is recognized that in certain circumstances a retroactive adjustment may be appropriate and such adjustment approved would be retroactive to no earlier than September 1, 2005.
- Where an employee's job is recommended and approved for placement at a higher category through this job evaluation process, the employee will be placed at the salary/wage level in the new category at the level which is the next step higher to his/her present salary/wage. The employee shall continue to be eligible for an annual increment in accordance with the provisions of the collective agreement for their position.

Notwithstanding the above, the parties agree to facilitate a third party external review and opinion from the Mercer Consultants on the following positions for appropriate category placement effective September 1, 2005.

The following positions are identified for consideration at this time since they were not included in the initial Mercer Market Salary Survey:

- EA/Educational Interpreter
- EA/Intervener
- all Continuing Education clerical positions & Head Secretary
- Transportation Co-Ordinator
- Transition Co-Ordinator
- Records Clerk
- Braille Transcriber
- EA – Assistive Technology for Learning Disabilities
- Help Desk Analyst

In addition to the positions identified above, the parties have agreed to include the following in the first cycle of evaluations:

- Purchasing Clerk
- Assessment Clerk
- Payroll Clerk
- Accounting Clerk

LETTER OF UNDERSTANDING #19

TRANSFERABILITY OF OTHER PDT AGREEMENTS

The Parties acknowledge the commitment as outlined in the PDT dated May 28, 2008 that School Boards and CUPE Bargaining Units will not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the Parties fully complying with the conditions associated.

LETTER OF UNDERSTANDING #20

RE: BASELINE STAFFING

The parties agree that as of October 30, 2008 there were 526.97 FTE educational assistants in the bargaining unit. (to be verified by the Board by December 2008).

The parties agree that as of October 30, 2008 there were 199.4 FTE office, clerical and technical positions in the bargaining unit. (to be verified by the Board by December 2008).

The parties agree that as of October 30, 2008 there were 18.59 FTE professional and paraprofessional positions in the bargaining unit. (to be verified by the Board by December 2008).

The parties agree that this letter of Understanding is not a guarantee of staffing and is not grievable.

LETTER OF UNDERSTANDING #21

RE: PROFESSIONAL DEVELOPMENT AND TRAINING

The parties agree the important skills and expertise that education support workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement.

The parties agree that valuable professional development and training is informed by research and done in partnership with colleagues and that members of the bargaining unit shall participate in Board directed professional development and training scheduled during the workday.

The parties further agree that the Hamilton-Wentworth Catholic District School Board shall ensure that a mechanism is in place to provide the CUPE Local 3396 with opportunities to provide input into professional development and training, including the use of the funding enhancement by the Hamilton-Wentworth Catholic District School Board, which must be fully used to provide additional professional development and training in 2008-09 and/or 2009-10 for CUPE members.

The allocation of the CUPE Local 3396 proportional share of the Ministry of Education's funding enhancements for Professional Development and Training for Educational Support Workers in the GSN shall be the ratio between the CUPE Bargaining Unit's FTE to the total of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-07 Financial Statements. In order to support the provision of Article 16:02 of the collective agreement (Hours of Work for Educational Assistants), the parties agree that the Board shall retain the Educational Assistants' portion of the bargaining unit's share of the Professional Development allocation dollars. The funding amounts shall be as reported in the PDT agreement.

The Hamilton-Wentworth Catholic District School Board will share the financial analysis and calculation of this allocation with the local CUPE Bargaining Unit.

LETTER OF UNDERSTANDING #22

RE: STAFFING ENHANCEMENT – EDUCATIONAL ASSISTANTS

The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-In-Council, to increase the benchmark salary for Educational Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% in 2011-12.

In addition, the Special Education Per Pupil Amount (SEPPA) in the GSN will be increased as follows in 2011-12: JK to Grade 3 benchmark: \$86.55; Grades 4 to 8 benchmark: \$66.62; and Secondary benchmark: \$41.09.

The parties note the government's requirement that this funding enhancement in 2011-12 be applied as follows:

1. Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Educational Assistants from 188 to 194.
2. Increase the number of hours worked by Educational Assistants up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement.
 - a. The use of the incremental hours for Educational Assistants funded above, must include scheduled supervision of students or after-school homework support. Nothing in this provision shall prevent the Board from maintaining existing homework support programs operated by volunteers.
 - b. Principals shall have the flexibility to assign these hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Educational Assistants' working conditions.

The parties acknowledge the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a new allocation in the GSN Pupil Foundation Grant starting in 2008-09, to enhance funding for student supervision in elementary schools as follows:

- \$22.23 per elementary pupil in 2008-09;
- \$26.61 per elementary pupil in 2009-10;
- \$26.88 per elementary pupil in 2010-11;
- \$20.06 per elementary pupil in 2011-12;

The Board will provide the Union with its financial analysis and calculations of this allocation.

LETTER OF UNDERSTANDING #23

RE: STAFFING ENHANCEMENT - SCHOOL SECRETARIAL

The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase funding in the GSN for Office Support Staff in elementary schools (approximately 200 FTE's starting in 2009-10) through the elementary component of the School Foundation Grant as follows:

1. All elementary schools with 250 or more students would benefit from the enhancement;

2. Elementary schools with 1,000 or more students would receive funding for an additional 0.25 FTE secretary based on benchmark salary and benefits;
3. The incremental funding for the schools with 250 to 1,000 students would be based on school size (e.g. a school with 500 students would generate 0.15 FTE, a school with 300 students would generate 0.03 more FTE).

The Board will apply this enhancement in 2009-10, up to the value of the Board's share of the new allocation, in the following order:

1. Offset staff reductions in School Office and Board Administration Support Staff that may have otherwise occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
2. Use all remaining funds to:
 - a) Ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an Office Staff person working thirty-five (35) hours per week; and/or
 - b) Hire additional unionized Board-employed Elementary school office support staff in 2009-10.

The parties further agree that any additional funds can be allocated to providing additional work hours above the normal work day/week for existing office, clerical and technical staff.

LETTER OF UNDERSTANDING #24

RE: STAFFING ENHANCEMENT – PROFESSIONAL AND PARAPROFESSIONAL EMPLOYEES

The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to enhance the level of Professional and Para-Professional Supports in the Elementary Pupil Foundation Grant at 0.33 staff per 1000 elementary students in 2009-10.

The Board will apply this enhancement in 2009-10 up to the value of the Board's share of this new allocation, in the following order:

- offset staff reductions in Professional and Para-Professional Support Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- Use twenty-five (25) percent of any remaining funds to provide a market adjustment. Such adjustment shall be reviewed on an annual basis to determine its continuation.

- use all remaining funds to hire additional unionized Board-employed Professional and Para-Professional Supports in 2009-2010 up to the value of the Board's share of this new allocation to enhance direct services to students with special needs and/or at-risk students to the following job categories: social workers, child/youth counsellors, speech and language pathologists, and providers of psychological services.

The Board shall share the financial analysis and calculations of this allocation with the Local Bargaining Unit.

LETTER OF UNDERSTANDING #25

RE: DEFINITION OF OMERS CONTRIBUTORY EARNINGS

The following definition of contributory earnings under the OMERS Pension Plan is provided for information purposes only and is non-grievable. Contributory earnings must include all regular earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for the other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year;
- Market value adjustments;
- Ongoing special allowances;
- Pay for time off in lieu of overtime;
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be "kept whole" e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes un-purchasable service;
- Stand-by-pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- Ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

LETTER OF UNDERSTANDING #26

RE: BENEFITS

The parties have noted the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional enhancement of \$33 million (0.26% increase in benchmarks), effective in 2010-11 to enhance group benefits and other working conditions for all school boards in Ontario as locally negotiated for implementation by September 1, 2010.

CUPE Local 3396 share of the Board's allocation under the \$33 million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements.

In consideration and support of the working conditions improvements of Article 16:02 of the collective agreement, the parties agree that the Hamilton-Wentworth Catholic District School Board's share of the \$33 million enhancement beginning in 2010-11, allocated to CUPE Local 3396 shall be used as follows: the Educational Assistants' portion of the bargaining unit's share shall be retained by the Board to support the increase in hours of work for Educational Assistants. The remaining portion of benefit enhancement allocation dollars shall be distributed proportionately to the remaining members of the bargaining unit as a lump sum payment.

The Hamilton-Wentworth Catholic District School Board will share the financial analysis and calculation of the allocation with CUPE Local 3396.

In accordance with the PDT agreement, the parties agree that all group benefit coverage levels, provisions and practices in place in 2007-08 shall remain status quo for the 2008 to 2012 locally negotiated collective agreement. For clarity, if in September, 2007, the ODA rate were set at 2005 rates, then in September, 2009, the ODA rate would be set at 2007 rates.