



October 28, 2008

# PEA and St. Margaret's School Resolve Grievances

Representatives of the PEA and St Margaret's School scheduled three days with Mediator Debbie Cameron on October 21, 22, and 23 to seek to resolve seven grievances, some dating back to 2006. The PEA is happy to advise members that all outstanding grievances are now resolved in a manner that recognizes the interests of the School while enhancing the rights and benefits of members. Some enhancements include interviews for staff members who apply for posted positions and assignments, development of some job descriptions, increase pay for TOCs and for Teachers who work in the Japanese Summer Program, recognition of Union rights and enhanced Union involvement in the event of layoffs.

Resolution of these grievances puts the Parties into a position of being able to work on improving the relationship between the Union and the School without outstanding irritants.

The following issues were resolved through mediation.

## **1. Posting and Selection Issues (Two Grievances)**

The Union grieved that the qualifications and duties in positions for the ESL Summer Program in July 2008 did not properly represent the duties and bona fide occupational requirements for the positions.

The Union grieved that the selection process for a position in 2007 was inadequate as applicants were not given the opportunity to have their qualifications assessed through a fair process.

*The Parties agreed to the following:*

- a) The School commits to develop job descriptions for the positions of ESL Japanese Director and Language Teacher ESL in the Japanese Summer program.
- b) As a matter of Employer policy, the Employer agrees that the school will interview, within reason, all qualified staff members who apply for posted positions and assignments.

## **2. Union Recognition (Two Grievances)**

The Union grieved that the School denied that the collective agreement required the School to recognize the role of the Union in selection of teachers for equivalency work.

The Union grieved that the School had improperly denied Union leave to members of the Chapter Bargaining Committee in June 2007. This was inconsistent with the fact that leaves for the Bargaining Committee had previously been agreed for the same dates.

---



**October 28, 2008**

- a) The Union withdrew the first grievance. The Parties recognized that, the filling of equivalencies will be determined by the criteria established by the collective agreement. Furthermore, the Parties agree to work together to facilitate timely implementation of such provisions.
- b) The Union withdrew this grievance on the basis that the Employer will consider leave requests to ensure consistent application.

### **3. Rate of Pay – Language Teacher ESL Japanese Summer Program (One Grievance)**

The Union grieved that the Language Teacher ESL (Japanese Summer Program) positions had been posted at the rate of \$32.93 per hour. The Union held that the correct rate is at the rate of the teacher's placement on the grid established in Schedule A.

The grievance was resolved when the Employer agreed that tutorial staff employed in this program will be paid the grid rate.

### **4. TOC Compensation (One Grievance)**

The Union grieved that the Employer policy of paying TOC's \$32.93 and not compensating TOCs for preparation time were violations of the collective agreement.

*The Parties agreed to resolve this matter as follows:*

- Effective today's date (October 22, 2008) the Employer shall pay TOCs at the rate of \$40.92 per hour. Future general increases shall apply to this rate.
- The TOC rate shall apply to auxiliary employees and regular staff picking up extra TOC hours.
- The Employer policy of moving auxiliary employees to grid placement on the fourth (4th) consecutive and subsequent days in an assignment shall apply retroactively to the first day of the assignment.
- The policy of grid placement on 4th day, retro to the 1st day in the assignment shall be incorporated into the collective agreement under "Definition of Auxiliary Employee" so as to provide clarity for auxiliary employees as to their rights and benefits.
- The Employer agrees that auxiliaries (TOCs) shall be paid for all hours worked as scheduled by the Employer.
- The Employer acknowledges that auxiliaries (TOCs) are not expected to perform the full scope of duties expected of tutorial staff until after the first three consecutive days in the assignment. After the first three consecutive days such auxiliaries are entitled to prep time.
- The TOC handbooks/manuals will be modified to reflect this concept.
- The Union and the Employer shall include in the 2008 collective agreement all bargaining unit position wage rates.



October 28, 2008

## 5. Layoff and Recall (One Grievance)

The Union grieved that the Employer had not complied with Article 22 in the layoff of employees in 2008.

*The Parties agreed to the following.*

- The Parties will work toward finalizing a joint protocol for the application of Article 22. This protocol is intended to assist in the interpretation of the existing collective agreement language.
- The protocol will include the elements of:
  - o Transparency
  - o Co-operation and sensitivity in layoff notification
  - o Steps and timelines for application of layoff procedure
- If the Parties encounter a dispute in regard to interpretation, they will consider the use of fast track grievance process to address the differences.
- The Parties agree that available work shall be offered to employees who have been laid off or had a reduction in their FTE. The work would be offered to employees in order of seniority who are qualified to do the work.

The PEA is pleased with the outcome of the mediation of these grievances. The outcome recognizes the interests of the School while enhancing the rights and benefits of members.

The PEA and St Margaret's School hope to meet further with Mediator Cameron early in 2009 to work on enhancing the effectiveness of the Joint Standing Committee, problem solving and otherwise enhancing the labour relations environment.

Ernie Gorrie,  
PEA Senior Labour Relations Officer