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Collective Agreement

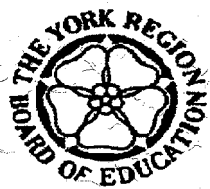
Between

The York Region Board of Education

and

**Canadian Union of Public Employees,
Local No. 1734**

January 1, 1997 to December 31, 1998



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AGREEMENT BETWEEN

The York Region Board of Education

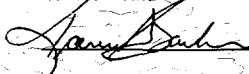
-and-

Canadian Union of Public Employees,
Local 1734

Effective January 1, 1997 to December 31, 1998

WHEREAS it is the intent and purpose of the Union and the Board to further harmonious relations between the Board and its employees, now therefore, this agreement witnesseth that the parties mentioned above hereby agree as follow;:

For the Board







Karen J. Burton
CUPE Local 1734



CUPE National Representative

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PART A GENERAL

A.1.0 SCOPE AND RECOGNITION

- 1.1 The word 'employee' or "employees' wherever used in this Agreement shall mean the employees of The York Region Board of Education in the collective bargaining unit set out in A.1.2.
- 1.2 The Board recognizes the Union as the **sole** and exclusive bargaining agent for all office and clerical **and** technical employees of the employer, save and except supervisors, persons above the rank of supervisor,

Manager of Finance
Information Systems Co-ordinator
Manager of Personnel Services
Manager of Administrative Services
Manager of Plant Operations & Administration
Manager of Planning & Approvals
Manager of Accounting Services
Manager of Construction & Maintenance
Manager of Purchasing
Manager of Systems & Programs
Chief Testing Officer
Research Officer
Accountant
Area Business Administrator
Personnel Officer
Payroll Officer
Transportation Co-ordinator
Manager of Computer Operations
Executive Assistant to the Director
Media Resources Librarian
Supervisor of Maintenance (Shops)
Supervisor of Maintenance & Construction
Supervisor of Building Systems
Supervisor of Planning
Computer Project Leader
Health & Safety Officer
Supervisor of Accounting
Information Officer
~~Staff~~ Development Officer
Supervisor of Learning Resources Centre
Planner

Approvals Officer
Project Analyst
Assistant Manager of Computer Operations
Budget Analyst
Senior Buyer
Child Care Co-ordinator
Area Planner
Supervisor of Office Services
School Business Assistant
Assistant to Director of Continuing Education
Administrative Assistant to Superintendent
Assistant Payroll Supervisor
Records Management Officer
Curator
Assessment Review Officer
Business Assistant
Secretary to Director
Benefits Officer
Secretary to Divisional Superintendent
Secretary to Executive Assistant
Secretary to Superintendent
Benefits Administration Clerk
Payroll Clerk C
Accounting Clerk C
Secretary to Board Committees
secretary to Director of Employee Relations and Board Solicitor
Computer Clerk - Human Resources
Secretary to Information Officer
Secretary to Manager of Personnel Services
Secretary to Personnel Officer
Secretary to Superintendent of Special Education and Student
Support Services
Secretary to Superintendents of Program (Eng. & Fr.)
Secretary to Assistant Superintendent of Business-Finance
Human Resources Secretary/Clerical
Secretary to CO-ordinator of Health & Safety and Health & Safety
Officer
Lay Assistants
Divisional Superintendent
superintendent
Assistant Superintendent
Board Solicitor
Director of Employee Relations
Psychologists - Registered
Psychologists - Non-registered
Speech Pathologists

Occupation/Physiotherapists
Work Experience Co-ordinators
Field Supervisors
Head Caretaker & Head Landscaper
Maintenance Foreman
Chief Engineer

A.1.3 Wherever the singular or feminine is used in this Agreement it shall be construed as if the plural or masculine has been used where the content of the party or parties hereto so require.

A.1.4 Wherever the term "supervisor" is used, it shall be deemed to mean the employee's immediate supervisor outside of the bargaining unit. A school principal is considered to be the employee's immediate Supervisor.

A.2.0 DURATION OF AGREEMENT



2.1 ~~This agreement shall be effective from the 1st day of January, 1997 until the 31st day of December, 1998 and thereafter from year to year unless notice of desire to amend or terminate this Agreement is given by either party to the other party within a period of not more than ninety calendar days nor less than thirty calendar days prior to the expiry date of this Agreement.~~

2.2 If notice of desire to amend or terminate this Agreement is given by either party, then the parties agree to meet for the purpose of negotiations within fifteen (15) calendar days after the giving of such notice if requested to do so, or at any other time mutually agreed upon by the parties.

3.0 NO STRIKES - NO LOCKOUTS

3.1 The Board undertakes that there will not be a lockout as defined in the Labour *Relations* Act during the term of this Agreement.

3.2 The Union undertakes that there shall be no strike as defined in the Labour *Relations Act* during the term of this Agreement.

4.0 GRIEVANCE AND ARBITRATION PROCEDURES

4.1 For the purposes of this Agreement, a grievance is defined as being a claim that there has been a violation of this Agreement and that the Board or the Union has acted, for the purpose of application, administration or interpretation, in a manner which violates this Agreement.

A.4.2 Only the Union and its representatives shall have the right to originate a grievance on behalf of an **employee**, or group of **employees** and to **seek** adjustment with the employer in **the** manner provided in the Grievance Procedures. Such a grievance shall commence at Step 1.

A.4.3 If an employee has a complaint she shall first discuss her complaint with her immediate supervisor.

A.4.4 If the subject matter of the complaint is not settled within a period of five (5) working days, then the following **Steps** in the Grievance Procedure should be followed:

A.4.4.1 STEP 1

All written grievances must be submitted within ten (10) working days after the circumstances which gave rise to it came or ought to have come to the attention of the individual concerned.

The aggrieved employee shall first submit the grievance to her Steward. If the Steward considers the matter to be a grievance, as defined in **A.4.1**, then the employee, accompanied by her **Steward**, may present her grievance in **writing** to her Supervisor. The grievance shall be in writing, signed by the steward and shall advise management of the remedy sought and any provision of this collective agreement upon which the grievance is based. The Supervisor shall answer in **writing** the grievance within five (5) working days after she has received same.

A.4.4.2 STEP 2

If the grievance is not then settled, then the **grievor** may, accompanied by her steward within five (5) working days after the written **decision** of the supervisor has been received or should have been received, present the grievance to either the Area Business Administrator or other representative designated by the Board **from time to time**. The Area Business Administrator or other representative designated by the Board shall answer the grievance in writing within five (5) working days after the grievance **has** been received.

A.4.4.3 STEP 3

If the grievance is not settled in accordance with Step 2, then within ten (10) working days after the decision of the Area Business Administrator or other designate has been received or should have been received, then the grievance may be presented to the Director of Employee Relations who shall convene the Management Committee. Upon receiving the grievance, the Management Committee shall notify the Business Representative of the Union, of the time and place of a meeting when they will discuss and consider the representations made and the decisions reached at Step 2. The meetings shall take place within ten (10) working days after the Management Committee has received the grievance and the decision of the Management Committee shall be given in writing to the Business Representative of the Union within ten (10) working days after such a meeting.

The Management Committee shall be made up of the Superintendent of Business, Director of Employee Relations, Personnel Officer and/or one other member to be determined from time to time.

- 4.5 The Board may submit to the Union a grievance with respect to the conduct of the Union, its Officers, or Stewards, members or with respect to any alleged violations of the collective agreement. Such a grievance may be presented by the Board, in writing, to the Business Representative of the Union, within ten (10) working days after the occurrence of the matter which is the subject of the grievance. If such a grievance is not settled, it may be referred to arbitration in accordance with the provision of A.4.8 of this Agreement.
- 4.6 The Union may submit a policy grievance which is distinguishable from the grievance of any individual employee and which concerns the Union itself and which alleges a violation of this Agreement. Such a grievance may be presented in writing to the Director of Employee Relations who shall convene the Management Committee as referred to in the Grievance Procedure within ten (10) working days after the alleged violation. If the grievance is not settled within ten (10) working days, it may then be referred to arbitration under the provisions of A.4.8 of this Agreement.

A.4.7 Where a **specific** provision of this Agreement has been alleged to have been violated or misinterpreted, a group grievance (i.e. **two or more employees in one or more locations**) may be presented by the Union denoting the number ~~of~~ employees affected. The grievance shall be signed by those grieving or by three members of the Union Executive, which shall identify those who are grieving. The grievance must be presented to the Management Committee, as referred to in the Grievance Procedure, within ten (10) working days **after the** alleged violation or misinterpretation. If the grievance is not settled **within ten (10) working days** it may be referred to Arbitration under the provisions of **A.4.8** of this Agreement.

Such a grievance will only be possible where the remedy sought is identical.

A.4.8 In the event that a grievance is to proceed to arbitration, then the party going to arbitration **must** send a notice of intention to proceed to arbitration to the other party within ten (10) working days after the last Step in the Grievance Procedure has been exhausted. The notice of intention to proceed to arbitration shall contain a **statement** of the matter in dispute and the relief sought from an Arbitration Board. The statement must also include the name and address of the party's nominee to the proposed Arbitration Board.

A.4.9 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of its nominee to the proposed Arbitration Board within ten working days after receiving the notice.

A.4.10 The **two** nominees so appointed shall attempt to select a Chairman for the Board, but if they are unable to agree upon the selection within a period of ten (10) working days, either of the nominees shall then have the right to request the Minister of Labour for Ontario to appoint a Chairman for the Arbitration Board.

A.4.11 Each party shall **bear the expenses** of its own nominee to an Arbitration Board and the parties shall jointly and equally bear the expenses of the Chairman.

A.4.12 No grievance may be **submitted** to a Board of Arbitration or **dealt with by a Board of Arbitration** or **dealt with by a Board** unless it has been properly carried through all the required Steps of the Grievance and Arbitration Procedures.

- A.4.13** The Board of Arbitration may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.
- 4.14** The Arbitration Board shall have the power to determine if any matter is arbitrable. Any Board of Arbitration shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to nor amend any of the terms of this Agreement. The jurisdiction of the Arbitration Board shall be strictly confined to dealing with the issue in dispute between the parties, as outlined in the notice of intention to proceed to arbitration and to the issues outlined in the grievance.
- 4.15** The decision of a Board of Arbitration shall be final and binding upon the parties and for this purpose the decision shall be unanimous or one reached by a majority of the members of the Board, provided, however, that if there is no majority decision of the Board, then the decision of the Chairman shall constitute a final and binding decision of the Board.
- 4.16** Time limits set forth in this Article may be extended by mutual agreement between the parties hereto.
- 4.17** If an employee is discharged, her grievance must be presented in writing, signed by the employee concerned, within five (5) working days after the discharge, to the Director of Employee Relations who shall answer the grievance in writing within five (5) working days after the grievance is presented to her. The employee's Steward shall be present when the employee presents her grievance. If the grievance is not settled, it shall be presented by the Grievance Committee to the Management Committee in accordance with the procedure outlined in Step 3 of the Grievance Procedure within five (5) working days after the written answer of the Director of Employee Relations has been received by the employee.
- 4.18** Where an employee's grievance against her discharge or suspension comes before an Arbitration Board, the Board may make a ruling,
- 4.18.1** confirming the Board's decision, or

A.4.18.2 reinstating the employee with or without compensation for wages last, (except for the amount of remuneration the employee has received elsewhere) or

A.4.18.3 disposing of the grievance in any other manner which may be just and equitable.

A.4.19 It is understood that no grievance may be submitted concerning the discharge, lay-off or other forms of disciplinary action of a probationary employee.

A.5.0 RESERVATION OF BOARD RIGHTS

A.5.1 The Union acknowledges that the management of the Board's operation and the direction of its employees shall continue to be vested exclusively with the Board and shall, among other things include the right to:

A.5.1.1 hire, promote, transfer;

A.5.1.2 make and alter reasonable rules and regulations to be observed by the employees;

A.5.1.3 demote, suspend, discharge or otherwise discipline employees for just cause.

A.5.2 All rights set forth in this Article will not be exercised in a manner contrary to the provisions of this Agreement.

A.6.0 UNION SECURITY

A.6.1 All employees upon the completion of their probationary period, except those working less than eleven (11) regular hours a week, shall be required to pay Union dues.

A.6.2 The deduction of monthly Union dues shall be made from the last pay **period** in each month and the total amount of Union dues deducted shall be forwarded by the Board to the **Secretary-Treasurer** of the Union not later than the **fifteenth** day of the following month together with a **list** of names and addresses of all employees from whose wages the deductions have been made and a total of all wages paid to employees in the bargaining unit, exclusive of overtime and fringe benefits.

A.6.3 When a new employee covered by the terms of this Agreement is hired, within thirty (30) calendar days a member of the Union shall be given an opportunity to notify the new employee of the name of her steward and shall acquaint the employee with the Union security provisions of this Agreement and shall also give the new employee a copy of this Agreement.

7.0 SENIORITY

7.1 For the purpose of this Agreement, seniority means the length of service with the Board or with any predecessor Board of Education which has been amalgamated or merged with the Board, and seniority shall operate on a bargaining unit-wide basis.

7.2 A new employee shall be on probation for a period not exceeding ninety (90) working days. When an employee proves satisfactory **she** shall be confirmed in her position and her **name** shall be placed on seniority list and her seniority shall date back to the date of her hire.

7.3.1 The Board will maintain a seniority list showing each employee's name, her job classification and the date upon which her seniority commenced.

7.3.2 This seniority list will be revised and posted twice a year at the end of May and the end of November and the Board will send two copies of the list to the Union.

7.3.3 Complaints **about** the accuracy of the seniority list will be considered within **fifteen** (15) working days of the date of posting and the list shall be deemed to be accurate if no complaint or grievance is received within the said time limit of **fifteen** (15) working days.

7.4 Those transferred to supervisory positions or those positions not covered by this Agreement, will retain their seniority accumulated in the bargaining unit, and, if transferred back into the bargaining unit, they shall be credited with all such accumulated seniority, provided that no bargaining unit employee who has completed her probationary period shall be displaced **as** a result of such transfer.

5 If an employee is absent from work because of personal illness, let or leave of absence authorized by the Board, she shall not lose her seniority rights nor will an employee's seniority shall be lost and her employment deemed to be terminated for any of the following reasons:

A.7.5.1 dismissal for just cause;

A.7.5.2 voluntary resignation;

A.7.5.3 lay-off for twelve (12) consecutive months; 29/12

A.7.5.4 failure to report to the Board within the time specified in a recall notice or failure to report for work on the date specified in a recall notice unless unable to do so for a valid reason.

Notices of recall shall be sent by registered mail to the employee's last address on Board records and a copy will be sent to the Recording Secretary of the union;

A.7.5.5 absence from work for three (3) consecutive working days without a valid reason;

A.7.5.6 absence from work due to illness or injury for more than two (2) years;

A.7.5.7 It shall be the duty of the employee to notify the Board in writing within seven (7) days of any change of address or telephone number. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notices sent by the Board by registered mail or telegram to the address of the employee which appears on the Board's records shall be conclusively deemed to have been received by the employee.

A.8.0 TRADE UNION REPRESENTATION

A.8.1 The Union shall elect or appoint two stewards from each of the areas, and two stewards from the Board and/or Area Offices.

A.8.2 A person shall not qualify to serve as a Steward unless she has acquired seniority under the terms of this Agreement.

- A.8.3** The Union shall inform the Board within ten (10) working days of any change to the list of stewards.
- A.8.4** The Board shall not be obliged to recognize any Steward unless the Board has been properly informed of her appointment or election.
- .8.5** In addition to the Stewards elected or appointed pursuant to **A.8.1**, the Union shall elect ~~or~~ appoint a Chief Steward.
- .8.6** The Board agrees to recognize a Union Grievance Committee comprised of the Chief Steward, ~~one~~ other Steward and one Executive Officer of ~~the~~ Union.
- .8.7.1** It is clearly understood that Stewards will not absent themselves from their regular duties unreasonably in order ~~to~~ deal with the grievances of employees or other union business.
- .8.7.2** In accordance with this understanding the Board will compensate the Stewards, also any grievor for any loss of pay ~~for time spent~~ at meetings with the Board or ~~for~~ time spent by Stewards in the investigation ~~or~~ processing of grievances.
- .8.7.3** This allowance does not apply for any time spent ~~on~~ these matters outside regular working **hours**.
- .8.8.1** It is understood that the Stewards ~~and the~~ Committeemen have their regular work to perform on behalf of the Board.
- .8.8.2** If it is necessary for a committeeman or steward to service a grievance during her working hours, she shall ~~not~~ leave her work without first obtaining the permission ~~of~~ her immediate available Supervisor.
- .8.8.3** If requested, she shall give a reasonable explanation why she deems such action is necessary and when resuming her regular work, she shall then again report to her immediate available Supervisor.
- .8.8.4** Permission from a Supervisor shall not ~~be~~ unreasonably withheld.

A.9.0 LABOUR MANAGEMENT RELATIONS

- A.9.1** No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out the Union will supply the Board with the names of its officers.
- A.9.2** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representatives shall have reasonable access to the Board's premises in order to investigate and assist in the settlement of a grievance.
- A.9.3.1** There shall be no loss of regular wages by an employee when serving and meeting on an approved Board-Union Committee.
- A.9.3.2** No employee negotiating committee members shall be required to report to work on negotiation days provided that direct negotiations take place for any part of such days.
- A.9.3.3** The Board reserves the right to limit the payment for up to six (6) employees in A.9.3.2. However, the Board shall not continue to pay for any committee members when third party assistance is requested.
- A.9.3.4** Notwithstanding A.9.3.3, no payment toward the employee negotiating team will be made by the Board, when third party assistance is entered into.
- A.9.3.5** Employees who are members of and attend approved Board-Union Committees and who are scheduled to work that day shall report to work for the remainder of the required work time.
- A.9.4** All correspondence between the parties, arising out of this Agreement and incidental thereto, shall pass to and from the Director of Employee Relations and the Recording Secretary of the Union.
- A.9.5** The Board shall consult the Union when any change of status of members of the Bargaining Unit is considered.

A.9.6 Notwithstanding the above, the Board **shall** notify the Union of any change of status of members of the Bargaining Unit.

A.10.0 UNION MANAGEMENT COMMITTEE 6/1

A.10.1 The Board and the Union agree to recognize a Union-Management Committee which shall be made up of up to five (5) representatives of each party which shall meet at regular intervals at a time mutually agreed upon by the parties for the purpose of discussing mutual concerns which are not properly matters to be dealt with by other committees.

A.10.2 The Board agrees that no employee shall be subject to any loss of normal earnings due to the time spent by the employee when attending any meetings of the Committee.

.11.0 VACANCY AND JOB POSTINGS 27/F

.11.1 All new positions as well as first and second generation vacancies, except summer school positions, which occur within the Bargaining Unit shall be posted at all work locations for a period of five (5) working days before the vacancy is permanently filled. This procedure is to be followed so that all Board staff will know of the vacancy or of the new position and be able to submit a written application for same. The notice of the vacancy or new position shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shifts and wage or salary rate or range. The Board shall interview all qualified applicants.

.11.1.2 The employer agrees to consider written employee requests for all third generation and subsequent vacancies prior to hiring outside employees. Employees shall complete a transfer form indicating the location and position of choice. A copy of such request will be kept by the applicable Area Office, Personnel Department and by the employee. Such transfer request shall remain on file for a period of one (1) year from the date filed.

.11.1.3 Vacancies arising during the summer months will be posted in all Area Offices and at the Board office. At all times and for all postings articles A.11.1 shall apply.

.11.2 All applications for a posted vacancy or a new position shall be made in writing.

- A.11.3** It is understood that the Board shall have the right to temporarily fill a vacancy until it has been permanently filled for a period of up to thirty (30) working days or for a longer period of time by mutual agreement of the Union and the Board.
- A.11.4** In filling any posted vacancy or new position for a position within the Bargaining Unit the Board will consider the skill, ability, qualifications and training of the staff in question to perform the normal required work; however, where these are relatively equal, the employee with the most seniority shall be selected. The Bargaining Unit employee shall have priority preference to any Bargaining Unit position. If no suitable applications are received, the Board reserves the right to hire.
- 27/A
- A.11.5.1** Any successful applicant to fill a vacancy or new position will be placed in the vacancy or new position for a trial period not exceeding thirty (30) working days and if the employee proves satisfactory during this period of time, she will then be confirmed in her new classification.
- A.11.5.2** During the trial period, the employee will be paid the rate of pay for the job she is doing.
- A.11.5.3** If the employee proves unsatisfactory during the trial period, she will be returned to her former rate of pay and will be returned to her former work location. Should she wish to return to her former position or location during the trial period, she may be returned by mutual agreement.
- A.11.5.4** If there is no mutual agreement, she will be returned to her former rate of pay at another location.
- A.11.6** When a successful applicant has been chosen for a vacancy, the Board shall notify in writing the Union and all applicants of the name of the person who was successful in filling the vacancy.
- A.11.7** Those employees filling vacancies as a result of their applying to a job posting are to remain twelve (12) months at their position. Ten month employees are to remain in their position until the end of the school year. However, this requirement can be waived with permission from the Director of Employee Relations or if the position ceases to exist. This does not prevent employees from applying for a position during the twelve (12) month period.

A.11.8 In order to provide continuity of care to students with special needs, Special Education Assistants, Child Care Workers, Health Assistants and Developmentally Handicapped Assistants cannot transfer job locations during the school year without approval from the Director of Employee Relations. This does not prevent employees from applying for a position during the school year.

SDA/

B.1.0 RATES OF PAY - Effective January 1, 1997 to December 31, 1998

Position	Step 1	Step 2	steps	step 4	Incr.
Clerical Office Serv. Booking Office Oper.	^{base} <u>12.04</u>	12.44	12.84	13.24	.40
Records Management Clerk Secty Media Resources	14.33	14.73	15.13	15.53	.40
Switchboard/Receptionist Program Assistant Clerical 2 Warehouse Person A.V. Assistant Offset Operator	14.61	15.01	15.41	15.81	.40
Payroll Clerk A Clerical 2 Spec. Ed Computer Lab Assistant School Secty A&B Swim Assistant Accounting Clerk A	14.88	15.28	15.68	16.08	.40
Assistant Liaison Officer	17.82	18.22	18.62	19.02	.40
Outdoor Ed. Assistant Spec. Ed. Assistant Library Assistant Project Scheduler Dispatcher Assistant Buyer	15.75	16.15	16.55	16.95	.40
Computer Operator	18.42	18.82	19.22	19.62	.40

Position	Step 1	step2	step3	Step 4	Incr.
Accounting Clerk B Payroll Clerk B Clerical 3 Asst. Head Secty/Sec. Develop Hand Asst. Health Asst. Child Care Worker	17.08	17.48	17.88	18.28	.40
Offset Operator 2	17.08	17.48	17.88	18.28	.40
Plant Tech. Architectural	17.08	17.48	17.88	18.28	.40
Route Scheduler	22.47	22.87	23.27	23.67	.40
Head Secty/Elem.	17.34	17.74	18.14	18.54	.40
Liaison Officer & Buyer	21.42	21.82	22.22	22.62	.40
Programmer/Analyst	24.42	24.82	25.22	25.62	.40
Plant Tech. Eng. A.V. Technician Hardware Assistant Software Assistant Library Automation Tech.	18.10	18.50	18.90	19.30	.40
School office supervisor	23.03	23.43	23.83	24.23	.40

B.1.0.1 METHOD OF PAYMENT FOR INCREMENTAL PURPOSES AND RATE INCREASE

B.1.0.2 All employees on staff January 1, 1987 will be placed on the appropriate grid step in B.1.0. This grid step includes a new rate increase plus any applicable increment or portion thereof.

B.1.0.3 For subsequent increments the anniversary date for moving to the next step will be January 1.

B.1.0.4 All employees hired after January 1, 1987 will be placed on the appropriate grid step in B.1.0.

B.1.0.5 For employees under B.1.0.4, the anniversary date for incremental purposes will be the start date.

B.1.0.6 For all employees the effective date for rate increase only will be January 1.

B.1.0.7 A Bilingual Secretary, where required, will receive a premium of \$.35 per hour.

B.1.1 An employee assigned, promoted or reclassified to a higher paying position shall be placed in an experience grade in the new classification which is at least higher by an increment than the previous rate up to the maximum of the new classification.

B.1.2 Wages shall be paid by a deposit to the employee's account at only chartered banks or trust companies on the CIBC electronic network (service code 1) every second Thursday.

B.2.0 OVERTIME

41/1
B.2.1 All pre-authorized hours in excess of seven (7) hours in any workday, except during Summer Working Hours (July and August), shall be paid for by the Board at the rate of time and one half of the equivalent of the employee's pro-rated hourly rate. An employee may choose to accumulate lieu time instead of payment. Such time cannot exceed fourteen (14) hours in a 6-month period. The rate of accumulation is at straight time.

B.2.2 Double time shall be paid for all hours worked on Sundays except when the time is accumulated as lieu time.

370/0

B.3.0 SHIFT WORK AND SHIFT PREMIUM

B.3.1 In the event that the Board institutes a second shift, which shall be defined as any shift when the majority of hours worked are after 5:00 p.m., the parties shall meet to negotiate shift conditions and an appropriate shift premium. Failing agreement, the matter may be resolved by the Arbitration Procedures established in this Agreement.

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B.3.2 For the term of this Agreement, should a shift term be introduced for any employee, the conditions as set out in B.3.1 shall apply and such shift shall end no later than 11:00 p.m. The shift premium shall be 35 cents per hour above the regular rate of pay.

B.4.0 CALL IN EMERGENCY WORK GUARANTEE

48/D
B.4.1 An employee who has left work and is called back to work after completing her normal work day to perform an emergency assignment shall be paid for such work at a minimum amount

equal to four hours' pay at the equivalent of the employee's straight time hourly rate. Such employee shall be eligible for travel allowance in accordance with Board policy.

B.4.2 Any full time employee called in to work prior to the commencement of her normal work day shall be paid at the rate of time and one-half for all time worked prior to the **employee's** normal starting time. Any such time shall not be included for the purposes of computing overtime pay as provided in Article B.2.1.

B.5.0 WEEKEND WORK ASSIGNMENTS

B.5.1 When an **employee** is scheduled to perform a weekend work assignment on a Saturday or Sunday she shall be paid for such work performed on either of these days a minimum amount equal to ~~three (3)~~ ⁴²⁺⁴³ ~~500000~~ three (3) hours' pay at straight time.

B.6.0 INSURED EMPLOYEE BENEFITS

B.6.1 OMERS

B.6.1.1 The Board shall maintain its present share of **the** premium cost of the Ontario Municipal Employees Retirement System Plan (OMERS) for all full-time employees.

B.6.2 OHIP

B.6.2.1 If a hospital insurance plan requiring premiums is reintroduced, the Board will pay 100% of the premium cost of the plan for its full-time employees unless otherwise specified in the agreement.

B.6.3 SEMI PRIVATE 70I/100

B.6.3.1 The Board shall pay 100% of the premium cost of semi-private hospital coverage for all full-time employees.

B.6.4 EXTENDED HEALTH CARE 70J, G/100 76/G

B.6.4.1 The Board shall pay 100% of the premium cost of extended health care coverage which shall include \$200 vision care coverage every 24 months for all **its** full-time employees.

B.6.5 DENTAL PLAN 71/A 70E/100

B.6.5.1 The Board shall pay 100% of the premium cost for a basic dental plan for all its full-time employees.

B.6.5.2 Effective January 1, 1997, the 1995 Ontario Dental Association Schedule of Fees for General Practitioners shall apply.

B.6.5.3 The Board agrees to allow members of CUPE 1734 to participate in the dental rider provided that 75% of its members elect to join the plan, they satisfy any other terms and conditions imposed by the insurance carrier and the employees pay 100% of the premium cost. The effective date of the coverage will be dependent on the implementation by both the insurance carrier and the Board.

B.6.6 GROUP INSURANCE 700/100

B.6.6.1 The Board shall pay 100% of the premium cost for a Group Life Insurance Plan for all full time employees. This plan will provide coverage in an amount equivalent to twice the employee's annual Salary. 72/999

B.6.6.2 Triple life insurance coverage may be carried by an employee, subject to the enrolment requirements of the insurance carrier, with the employee paying the total difference in premium from double salary coverage to triple salary coverage.

76c
B.6.6.3 The Board shall pay 100% of the premium cost for an Accidental Death and Dismemberment Plan for all its full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.

B.6.6.4 The Board agrees to allow members of CUPE 1734 to participate in the Long Term Disability Plan (through OTIP) provided that 75% of the members elect to join the plan, they satisfy any other terms and conditions imposed by the insurance carrier, and they pay 100% of the premium cost of the plan. The effective date of the coverage will be dependent on the implementation by both the insurance carrier and the Board.

B.6.7 CARRIER CHANGE

B.6.7.1 The Board may change the carrier of any benefit plan provided that any benefits provided by such other carrier are at least equivalent to the present benefits in this Collective Agreement.

B.7.0 PAID HOLIDAYS

B.7.1 The following shall be recognized as paid holidays and will be paid for at the employee's regular rate of pay. When any of the following holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday or the preceding Friday shall be deemed to be a holiday for the purpose of this Agreement, subject to the right of the Board to schedule it.

New Year's Day	Civic Holiday	
Good Friday	Labour Day	
Easter Monday	Thanksgiving Day	
Victoria Day	Christmas Day	10
Canada Day	Boxing Day	

B.7.2.1 Two (2) Float Holidays per year shall be observed at a time ^{+ 2} mutually agreed upon between the supervisor and the employee. A new employee must have passed her probationary period to receive float days. New employees hired after June 1st will only be entitled to one float day in the calendar year in which they are hired. ^{53/20}₇₁

B.7.2.2 All float Holidays must be used within the calendar year of January 1 to December 31.

B.7.3 In the event that an additional day, other than those listed in B.7.1 is proclaimed a school holiday, that day will replace one (1) of the float days in B.7.2.1.

B.7.4 Civic Holiday shall be celebrated on such day as designated by the Board.

B.7.5 Part-time employees shall be paid for the holidays listed in B.7.1 at their regular daily rate. ^{77/c}

B.7.6 An employee will be paid for a holiday provided she:

- (a) works her last full scheduled day before and her first full scheduled day after such holiday and works on such holiday if she is scheduled to work, unless she makes some other arrangement satisfactory to the Board;

- (b) is on the active payroll of the Board and not on a leave of absence, Workers' Compensation or lay-off;
- (c) has completed one month continuous service with the Board;
- (d) is absent on one or both of the days due to personal illness, provided, however, that the Board may require the employee to provide a satisfactory medical certificate.

B.7.7 If any of the holidays listed in B.7.1 are observed during an employee's vacation, she shall be entitled to an extra day's pay or an extra day's vacation with pay, as the employee and the Board may determine by mutual agreement.

B.7.8 Employees who are required to work on a paid holiday shall be paid for all hours worked at the rate of double time the equivalent of the employee's straight time hourly rate, in addition to whatever holiday pay to which the employee may be entitled.

37E/0

B.8.0 VACATIONS AND VACATION PAY

B.8.1 A full time employee who, on the ~~30th~~ day of June in each year, has:

- (a) completed less than one year of continuous service with the Board shall receive vacation with pay equivalent to one and one-quarter days for each month of service;
 - (b) completed one year of continuous service, but less than ten years of continuous service with the Board shall receive three weeks vacation with pay per year;
 - (c) completed ten years of continuous service with the Board but less than twenty years continuous service with the Board, shall *receive* four weeks vacation with pay per year.
 - (d) completed twenty or more years of continuous service with the Board shall receive five weeks vacation with pay per year.
- 4
- 1-03
- 0-04
- 0-05

B.8.1.1 Vacation is an accrued benefit which is earned in the vacation year prior to the year in which vacation is taken. Employees who are absent from work without pay will not have earned their full vacation entitlement. This will be calculated as follows:

$$\frac{\text{\# of days absent w/o pay}}{260} \times \text{vacation entitlement} = \text{\# of days not earned for vacation purposes}$$

B.8.2 Those employees who are employed for a specified period of time which is less than a full calendar year shall receive vacation pay in accordance with the foregoing provisions. In the event that such employees are granted part of their vacation during the Christmas and winter breaks, any balance of the vacation pay to which they are entitled for that year will be paid to them at the conclusion of the school year.

B.8.3 Employees who work less than 12 months per year shall receive vacation pay of 6%, 8% or 10% of gross annual earnings as of June 30 each year, less any vacation pay received during the school year.

B.8.4 In the event of an employee's service terminated for any reason prior to June 30th in any year, she shall be paid any vacation pay to which she is entitled at the time of her termination in the appropriate pro rated amount. Should an employee die, her estate shall be credited with the value of vacation pay owing her.

B.8.5.1 Vacations shall be taken during school vacation periods, at the discretion of the Board. However, a request in writing by an employee to take her vacation at another time shall not be unreasonably denied.

B.8.5.2 Where two or more employees in the same work location or department request vacation at the same time, and such requests cannot all be approved due to staffing requirements at such work location or department, then seniority shall be the deciding factor to determine which employee(s) shall be granted the vacation time as requested.

B.8.6 For the purposes of computing qualifications for vacation with pay, the service rendered by an employee to a predecessor Board of Education which has been amalgamated or merged with the Board shall be counted.

B.8.7 Sick leave may be substituted for vacation where an employee can substantiate by means of a medical certificate that she was incapacitated for five (5) consecutive working days or more during this vacation period. Under these circumstances, the time for future vacation which is given to the employee shall be deducted from the employee's sick leave bank.

B.8.8 An employee may request to carry over one (1) week of vacation entitlement from one year to the next. Such carry over must be used the following year.

B.9.0 MILEAGE ALLOWANCE

B.9.1 If an employee is asked and agrees to operate her own vehicle when engaged in Board business, she shall be entitled to the prevailing mileage allowance according to Board policy.

B.10.0 MEAL ALLOWANCE

39A/OTC

B.10.1 When an employee is required to work three hours or more beyond the end of her regularly scheduled work day or is called into work three hours or more prior to the commencement of her regularly scheduled shift, she shall be paid a meal allowance of \$7.00 provided that the employee completes her entire regular workday.

B.11.0 SICK LEAVE AND RETIREMENT BENEFITS

B.11.1 The sick leave account of a full-time twelve-month (12) employee shall be credited with two (2) days per month, twenty-four (24) days per year, on September 1 of each year, in advance. Such sick leave shall be with pay and the employee may carry forward the unused portion of any sick leave from one year to another up to a maximum of two hundred and sixty-four (264) days. For the purpose of this article the word 'year' shall mean ~~the~~ period commencing on the 1st day of September and ending the 31st day of August next following. The sick leave of employees who work **less** than twelve (12) months will be prorated accordingly.

B.11.2 Part-time employees shall be entitled to the benefits provided in **B.11.1** on a pro rated basis.

B.11.3 An employee shall, when absent due to **illness** or injury and when required by **the** Board, produce to the Board evidence of illness satisfactory to the Board, which may include a certificate signed by a registered medical or dental practitioner.

B.11.4 The sick leave account of each employee shall be charged in accordance with the following provisions:

- (a) one day for each day of absence due to illness or injury;
- (b) one day for absence due to writing examinations approved by the Board;
- (c) one day for absence due to the moving of an employee's residence (per year);
- (d) one day for each day of absence due to observance of recognized religious holidays, to the maximum of three days per year;
- 636/3 (e) three days in any one year where absence is necessary due to the severe illness of a mother, father, husband, wife, son or daughter;
- (f) one day for attending a funeral.

B.11.4.1 It is understood that deductions from the sick leave account for absences other than (a) above shall be in accordance with Unemployment Commission Regulations.

B.11.5 The sick leave account of any employee shall not be charged due to absences for the following reasons:

- (a) jury duty as provided in C.4.0 of this Agreement;
- (b) quarantine, provided the employee is not the person who is ill;
- (c)
- (d)

B.11.6

76/B

- 76/E
- 3.11.7 Any employee who has attained the age of fifty-five (55) years or more whose combined age and years of **service** exceed eighty (80) and who ceases to be employed because of retirement from the Board's service due to age or who ceases to be employed by reason of **disability**, shall be paid a Retirement Gratuity in an amount not exceeding fifty (50%) of her accumulated sick leave credit, up to a **maximum** of one hundred and twenty (120) days' earnings at her regular rate immediately prior to retirement. In case of an **employee's** death, the above **benefit** would be paid to the estate **of** the employee.
- 3.11.8 An employee retiring due to **disability** shall obtain a medical certificate stating the need for early retirement from a doctor approved by the Board.
- 3.11.9 The amount of **Retirement Gratuity** shall be calculated by dividing the employee's salary by two hundred and forty (240) days and multiplying the result by the number of days in the employee's Retirement Gratuity account. The credit in the employee's Retirement Gratuity account shall be calculated as follows:
- (a) at the **end of each year** a maximum of nine (9) days shall be added to the employee's Retirement **Gratuity** account, subject to a deduction of the number of days equivalent to the first and second days of each absence during that year, except in no case shall the figure added to the Retirement Gratuity account exceed the number of days by which the employee's **sick** leave credit has been increased because of that year.
 - (b) **absences** shall affect the Retirement **Gratuity** account only when the number of days in an employee's sick leave account is reduced to equal the number of days in the Retirement Gratuity account, in which case both the **sick** leave account and Retirement Gratuity **account** shall be reduced by one day for each day of absence.
- 1.10 Once each year, not later than the last day of December, each **employee** shall be given a statement notifying her of her sick leave position and her retirement gratuity **at the** end of August of that same year.

B.12.0 RETROACTIVESALARY

B.12.1 In the event ratification of a new agreement occurs after the expiration of the term of this agreement, then retroactive salary payment shall be made to all employees on staff as of the date of ratification and to employees who have retired between the expiry date of the contract and the ratification date and to the estate of any employee who has died between the said dates, in all cases calculated on the time worked by the employee between the said dates.

B.13.0 EDUCATIONAL TRUST FUND

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/2
B.13.1 The Board agrees to provide an Educational Trust Fund of \$5,000 for the purpose of upgrading the qualifications of employees. The fund will be used to assist employees taking accredited courses which may prove beneficial to the Board. Accreditation of a course and the amount of assistance to be provided for each employee shall be determined by the Union Management Committee.

B.13.2 Notwithstanding the above, an employee cannot request any assistance from the Educational Trust Fund to assist with costs incurred in B.14.1

B.14.0 NIGHT SCHOOL/CONTINUING EDUCATION CLASSES

B.14.1 After the minimum for a class requirement has been met, and there is a vacancy in any of the night school classes of continuing education classes operated by The York Region Board of Education, an employee may register in any class, subject to any special requirements or prerequisites, without paying any course registration fee. However, the employee shall be subject to payment at her own expense of any fees or financial costs.

PART C - LEAVES OF ABSENCE

C.1.0 LEAVES GENERAL

63W/3
C.1.1 An employee may be granted a leave of absence without pay, without benefits and without loss of seniority up to sixty (60) calendar days if her written application is approved by the appropriate official of the Board and is sent to the Board's

business office ~~at~~ least fifteen (15) calendar days prior to the requested leave. Such request should show ~~good~~ and sufficient reason. The granting of any leave of absence will be confirmed in writing.

C.1.2 An employee must have accumulated at least one year of seniority prior to requesting a leave of absence as outlined in article C.1.1.

C.1.3 An employee may be granted a leave of absence without pay, without ~~benefits~~ and without ~~loss~~ of seniority ~~of~~ greater than ~~sixty~~ (60) calendar days and up to but no longer than one (1) year if approved by the Director or his/her designate. An employee requesting leave under C.1.3 shall make the request in writing to the Director of Employee Relations or her designate ~~at least~~ 30 calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting of the leave of absence shall be confirmed in writing.

I.4 An employee must have accumulated at least two (2) years seniority prior to requesting a leave of absence ~~as~~ outlined in article C.1.3.

1.5 An employee granted a leave under C.1.1 or C.1.3 shall have her position guaranteed for one year.

1.6 An employee on leave may retain her membership in any benefit plan to which she was registered, by paying full premiums applicable where this is within the terms of ~~the~~ Board's contract with the insurer.

2.0 LEAVES FOR UNION BUSINESS

2.1.1 An ~~employee~~ who ~~is~~ elected or appointed for a full time position with the Union will be granted a leave of absence without pay or loss of seniority for a period of up to one year. Such leave may be extended by the Board.'

2.1.2 Upon written request by the employee, she may maintain her insured employee benefit coverage provided that the full premium cost ~~is~~ paid by the employee.

634/3
C.2.2 Upon written request by the Union given not less than ten (10) calendar days in advance to the Board, the Board will grant leave of absence without pay or loss of seniority to the employees named in such request to absent themselves to attend Union conventions and seminars, limited, however, for each such convention or seminar to not more than five (5) employees and to time off not more than ~~sixty~~ (60) person days per agreement year. It is understood that not more than one (1) employee shall be absent from the same work location or Board Office department at the same time. During such leave, the Board shall pay to the employee her regular wages and benefits and bill the cost of such to the Union for reimbursement within sixty (60) calendar days after expiration of such leave.

C.2.3 Upon successful completion by the employee of academic or technical courses and/or seminars which are approved in advance by the Board, the employee shall be entitled to the prevailing reimbursement as per Board policy.

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C.2.4 Effective /September 1, 1992, the Union and the Board agree to share equally the cost of the wages and benefits for the full-time release of the CUPE 1734 president.

C.2.5 An employee whose term as President ends after one year in office shall be returned to the same position she held prior to holding the position of President of CUPE 1734. If the term as President continues beyond one year, the employee shall be offered a position with the Board at the same level from which she left. If, however, no position exists at the level the employee held prior to the leave, then the rate of that position will be paid for one (1) year. After that time, the employee will be paid at the rate of the position she holds.

C.3.0 BEREAVEMENT LEAVE

63A/1
C.3.1 An employee shall be granted three regularly scheduled consecutive work days' leave without loss of salary or wages or charge to sick leave in the event of the death of an employee's parent, wife, husband, brother, ~~sister~~, child, mother-in-law or father-in-law, grandparent, or grandchildren.

a funeral for purposes other than listed in **C.3.1**. Such absence shall be deducted from Sick Leave Credits in accordance with **B.11.4(f)**.

- C.5.5** The employee shall not work and the Board shall not cause her to work or ~~permit~~ her to work until six **weeks** after the date of delivery or for such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.
- C.5.6** An employee returning from a Pregnancy/Parental Leave shall have her/his position guaranteed with the Board, subject to other terms within this Agreement.
- C.5.7** The Board shall continue to pay its share of the employee's insured employee benefit plans for the period of the Pregnancy/Parental Leave.
- C.5.8** ^{50/2} An employee returning from Pregnancy/Parental Leave shall receive **experience for seniority purposes** for the leave period, and shall receive a full increment, if eligible, for the leave period.
- C.5.9** An employee on Pregnancy/Parental Leave shall not apply ~~for~~ payment from the Sick Leave Plan or Account, during the leave.
- C.5.10** An employee returning from Pregnancy/Parental Leave shall have existing sick leave benefits and Retirement Gratuity credits fully reinstated.
- C.5.11** A position held by an employee going on Pregnancy/Parental Leave shall be filled in an acting capacity (casual). Under this condition the Union agrees that Article A.11.3 shall apply.

C.6.0 INFANT CARE LEAVE

- C.6.1** 'Infant Care Leave' means a leave of absence without pay to provide a period of time, following Pregnancy/Parental Leave for a parent to take care of a new born child.
- C.6.2** ~~To~~ be eligible for an infant Care Leave, an employee must have been continuously employed by the Board for a period ~~of~~ two (2) years exclusive of statutory leaves.
- C.6.3** An employee who is eligible ~~for~~ an Infant Care Leave may apply at the same time as a Pregnancy/Parental Leave or no later than **sixty (60)** days prior to the date the Pregnancy/Parental Leave is to end.

S&B/085

- 2.6.4 The sum of a Pregnancy/Parental Leave and an Infant Care Leave granted under this Collective Agreement shall not exceed one (1) year.
- 2.6.5 The application for Infant Care Leave shall include the requested expiration date of the leave.
- 2.6.6 An employee on Infant Care Leave shall not be paid employee benefits during the period of the leave. Such employee may retain her membership in any plan to which she was registered at the beginning of the leave, by paying full premiums applicable where this is within the terms of the Board's contract with the insurer.
- 2.6.7 The position held by the employee going on Infant Care Leave shall not be maintained by the Board for the employee. Subject to other terms in this agreement, the employee shall be offered employment at the same level at which she left upon return to the Board at the end of the leave.
- 2.6.8 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for **one (1) year**. After that time the employee will be paid the rate of the position she holds.
- 2.6.9 Leave of absence granted because of Infant Care Leave shall not be charged to the Sick Leave Plan, and no Sick Leave credits shall accrue.
- 2.6.10 An employee returning from Infant Care Leave shall have existing sick leave benefits, Retirement Gratuity credits and seniority fully reinstated.
- 2.6.11 A position held by an employee going on Infant Care Leave shall be filled on a permanent basis.
- 2.7.0 ADOPTION LEAVE PARENTAL LEAVE**
- 2.7.1 "Adoption Leave" means a leave of absence without pay not exceeding 18 weeks granted to a parent at the time a child is adopted pursuant to the *Employment Standards Act*.
- 2.7.2 Such leave shall not qualify any employee for payment from the Sick Leave Plan or Account, nor to the accumulation of sick leave during the leave.

C.7.3 An employee returning from Adoption/Parental Leave shall have her position guaranteed with the Board, subject to other terms within this agreement.

C.7.4 The Board shall continue to pay its share of the employee's insured **employee** benefit plans for the period of the Adoption/Parental Leave.

59/2
C.7.5 An employee returning **from** Adoption/Parental Leave shall receive experience for **seniority** purposes for the leave period, and shall **receive** a full increment, if eligible, **for the** leave period.

C.7.6 A position held by an employee going on Adoption/Parental Leave shall be filled in an acting capacity (casual). Under this condition the Union agrees that article A.11.3 shall apply.

C.7.7 An employee returning from Adoption/Parental Leave shall have existing sick leave benefits and Retirement Gratuity credits fully reinstated.

C.8.0 CHILD CARE LEAVE

C.8.1 'Child Care Leave' means a leave of **absence** without pay to **provide a period of time** immediately following an Adoption Leave for a parent to care for a newly adopted child.

C.8.2 To **be eligible for** Child Care Leave, an employee must have been continuously employed by the Board for a **period of two (2) years** exclusive of statutory **leaves**.

C.8.3 An employee who is eligible for Child Care Leave may apply at the same **time as an** Adoption/Parental Leave **or no later than** **sixty (60) days** prior to the date the Adoption/Parental Leave is to end.

618/034
C.8.4 The sum of an Adoption/Parental Leave and a Child Care Leave **granted under this Collective Agreement shall not exceed one (1) year**.

C.8.5 An employee on Child Care Leave shall not be paid employee **benefits** during the period of leave. Such **employee** may retain her membership in any **plan** to which she was registered **at the beginning of** the leave, by **paying full** premiums applicable where this is within the terms of the Board's contract with the insurer.

- .6 An employee returning to the Board from a Child Care Leave shall be offered employment with the Board at the same level at which he/she left.
- .7 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time the employee will be paid ~~the~~ the rate of the **position** she holds.
- .8 Leave of absence granted because of Child Care Leave shall not **be** charged to the Sick Leave Plan, and no Sick Leave Credits shall accrue.
- .9 An employee returning from Child Care Leave shall have existing sick leave benefits, Retirement **Gratuity** credits and **seniority** fully reinstated.
- .10 A position held by an employee going on Child Care Leave shall be filled on a permanent basis.
- .10 For the purposes of implementing Articles C.5.0, C.6.0, C.7.0, C.8.0, the months of July and August shall be deemed as months worked for ten (10) month employees.

RT D - CONDITIONS OF WORK

I.0 HOURS OF WORK

34/3500

- I.1 The regular work week shall consist of thirty-five (35) hours worked in **five (5)** consecutive days, **Monday through** Friday, with the exception of summer Working Hours during July and August upon agreement with the Union.
- I.2 The Board does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.
- I.3 A **non-paid** lunch period of not less than one hour shall be provided once each day and a fifteen consecutive minute rest period shall be **provided** in the morning and in the afternoon. Break periods for employees who regularly work **less** than seven (7) hours per day shall be provided on a pro rated **basis**.

D.1.4 Subject to the implementation of a Summer Working Hour Schedule (4 days totalling 35 hours worked), a non paid lunch period of not less than one-half hour shall be provided once each day and a fifteen consecutive minute rest period shall be provided in the morning and in the afternoon.

D.2.0 OVERTIME

D.2.1 Overtime shall be distributed as equally as practicable among employees normally performing the work in question.

40/2
D.2.2 Overtime shall be worked on a voluntary basis. However, the Board, the employees and the Union acknowledge the necessity of overtime and the employees agree to work a reasonable amount of overtime.

D.2.3 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

D.3.0 LAY OFFS AND RECALL

27/c
D.3.1 In the event of a staff reduction resulting in a lay-off of personnel, the employee with the least seniority will be the first laid off provided the employees retained have the required skills and ability to do the remaining work.

D.3.2 Subject to the requirements outlined in D.3.1, no new employees will be hired until those employees who are on lay-off are given an opportunity for re-employment, provided such employees have the necessary qualifications to perform the available work.

28/05
D.3.3 Employees who are to be laid off shall be given at least five (5) working days prior written notice of the lay-off unless the lay-off is brought about by reasons beyond the control of the Board. Such notices shall contain the reasons for the lay-off. In the event of a permanent lay-off, the provisions of the Employment Standards Act will prevail.

D.4.0 CONTRACTING OUT

5/1
D.4.1 While it is recognized that the Board has the right to contract out the right of the Board to exercise contracting out shall only be recognized if, as a result of contracting out, there is no reduction in the total number of members of the bargaining unit.

5.0 COMPLAINTS AND/OR DISCIPLINARY NOTICES

- 5.1 Where a supervisor intendsto interview an employee for discipli- nary action, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employeemay contacther stewardtobepresentattheinterview.
- 5.2 A steward or local union officer shall have the right to have a CUPE staff representativepresent when asupervisor interviews an employeefor disciplinary action.
- 5.3 Intheeventthatthe Boardimposesanyform of disciplinary action ~~on~~ an employee which is recordedand placed in the employees personnel file, then the employee shall receive a copy of the written record, and shall acknowledgein writing, without neces- sarily agreeingto its content, receipt of such record.
- 5.4 The Board shall provide the Recording Secretary of the Local Unionwitha copy of any disciplinary noticegivento an employee.
- 5.5. Where a parent ~~or~~ other member of the community files a complaint concerning an employee, the Board may investigate the complaint and may or may not decide to take appropriate disciplinary action. Shouldsuch disciplinary action be taken the provisions of Articles D.5.1 to D.5.4 inclusive shall apply.

6.0 NO DISCRIMINATION

- 7/1 6.1 The Board and the Union agree that there shall be no discrimi- nation against any employee for reason of race, creed, colour, nationalorigin, nationality, age, sex, place of residence, political or religious affiliations or beliefs or union membership or non- union membership.

7.0 10 MONTH EMPLOYEES-SUMMER WORK

- 7.1 The Boardshall maintain a list of 10 month employees who have notifiedthe Boardin writing of their desire andavailability to work in July and August, and if the nature of the work ~~is~~ such ~~as~~ would normally be performed by clerical, ~~secretarial~~ or technical per- sonnel, any job opportunities will be offeredto suitably qualified 10 monthbargainingunit employeesbefore other applicantsare hired. In order to qualify, employees must notify the Board in writing no later than April 30 in each year.

D.7.2 The Board agrees to notify all ten (10) month employees in writing by April 30th of every year with respect to the extension of the working year.

PART E - MISCELLANEOUS

E.1.0 COPIES OF THE COLLECTIVE AGREEMENT

E.1.1 The Board and the Union agree to jointly share the cost of printing sufficient copies of this Agreement for distribution to all employees.

E.1.2 The Board also agrees to distribute one copy of this Agreement to each employee within thirty (30) calendar days of signing of this Agreement or at a time mutually agreed upon by the parties.

E.2.0 LETTERS OF INTENT

E.2.1 Any alleged violation of the Letters of Intent pursuant to this collective agreement may be the subject of grievance and arbitration articles of this collective agreement.

E.2.2 LETTER OF INTENT #1

During the term of this Agreement it is not the intention of the Board to utilize parent volunteers to perform the secretarial clerical duties normally performed by members of the bargaining unit.

E.2.3 LETTER OF INTENT #2

If, during the term of this Agreement, the Board introduces technological change, such change shall be implemented only after consultation with the Union. Any employee affected by this change shall be considered for retraining or relocation prior to lay Off.

E.2.4 LETTER OF INTENT #3

It is understood by the parties to this agreement that there will be a joint occupational health and safety committee of the Board and the non-teaching employees.

2.5 LETTER OF INTENT #4

In an effort to provide as much continuity within positions as possible, the parties agree that employees who intend to resign should provide notice of their intention well in advance of their departure. Consequently, ten (10) month employees who do not intend to return in September will endeavour to tender their resignation by June 1. Employees resigning at other times will provide the Board with two (2) weeks notice of their intention to resign.