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COLLECTIVE AGREEMENT

between

**THE YORK REGION ROMAN CATHOLIC
SEPARATE SCHOOL BOARD**

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2331



Revised Agreement

July 1, 1989 - June 30, 1992

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THIS **AGREEMENT** made as of the 1st day of July, 1989.

between

THE **YORK** REGION ROMAN CATHOLIC

SEPARATE SCHOOL BOARD

(hereinafter call the "Board")

OF THE FIRST PART

and

CANADIAN **UNION** OF PUBLIC EMPLOYEES

LOCAL 2331

(hereinafter called the "Union")

OF THE SECOND

PART

WITNESSETH the parties hereto hereby agree as follows:

ARTICLE 1 - RECOGNITION

- 1.01** The Board recognizes the **Union** as the exclusive bargaining agent for the purposes of **collective** bargaining in respect to rates of pay, hours of work and other working conditions for all Office, Clerical, Technical and Educational Assistant employees employed with the **York** Region Roman Catholic Separate School Board **as** defined in the "Classifications - Clerical, Secretarial and Educational Assistant Staff" section of this agreement; including new bargaining unit positions created during the life of this Agreement.
- 1.02** The word "employee" **or** "employees" wherever **used** in this Agreement shall mean any or all of the employees in the

bargaining unit as defined above, except where the context otherwise provides.

- 1.03 The masculine shall include the feminine and the singular the plural when the context **so** requires.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The management of the Board's operations and the direction of its employees shall be vested exclusively in the Board, and without limiting the generality of the foregoing, shall include, among other things, the right to hire, discharge, transfer, promote, demote and discipline employees subject to the terms of this Agreement.

ARTICLE 3 - STRIKES AND LOCKOUTS

- 3.01 There shall be no lockouts by the Board during the term of this Agreement nor shall there be any illegal work interruption, stoppage, strike, sitdown **or** slowdown by any employee or employees during the term of this Agreement.

ARTICLE 4 - UNION DUES

- 4.01 The Board shall deduct, during the life of this Agreement, a sum equal to the monthly Union dues as determined by the Union's constitution from the last pay due in each month to each employee. The Board shall remit such deductions to the Secretary-Treasurer of the local Union, together with a list of names and the number of hours worked of the employees from whom such deductions were made, together with the total annual wages paid to each bargaining unit employee, exclusive of overtime and benefits, prior to the 15th day of the month following the month for which such deductions were made,
- 4.02 Any employee presently a member of the Union shall remain such during the currency of this Agreement as a condition of the employee's continued employment. Any employee hired on or after the date of this Agreement shall become a member of the Union at the conclusion of the

employee's probationary period and shall remain as such during the currency of this Agreement as a condition of the employee's continued employment.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than three (3) employees and shall include the President of the Local Union. Not more than one (1) of such committee shall be employed in the same School. Such committee, together with representatives of the Union, shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement. Members of such committee ~~shall be paid at their applicable~~ straight time rates ~~for all times they~~ are absent from their regularly scheduled work while engaged in negotiations with Board representatives.
- 5.02 The Local Union may also appoint or otherwise select a Steward to represent employees in each of the Northern and Southern areas (as listed in Schedule **A** hereto) and a Steward to represent those engaged in the Administration Office, one of whom shall be designated as the Chief Steward.
- 5.03 A Steward's function shall be to assist an employee in the preparation and presentation of grievances to the employee's supervisor and in the event of any violation of Article 3 by any employees to instruct them to return to work and perform their usual duties. A steward, with the prior permission of the Steward's supervisor, shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances.
- 5.04 Until such time as it believes the privilege of time off for servicing grievances is being abused, the Board will compensate Stewards for any portion of their regularly scheduled work time spent with the permission of the Board in servicing grievances. The Local Union shall notify the Board in writing of the names of its Officers, Chief Steward, Stewards, and members of the bargaining committee and of any changes therein from time to time.

- 5.05 The Board shall mail or deliver personally to the Secretary of the Local Union a copy of any document given to an employee warning the employee of possible discharge.
- 5.06 If the Board requires an employee to present themselves to the Board's Administration Office for the purpose of giving the employee warning of a possible suspension or discharge or for the purpose of suspending or discharging the employee, it shall notify the nearest available member of the Executive Board of the Local Union who may attend at the giving of such warning, suspension or discharge at the employee's request.

ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION BOARD

- 6.01 Should any difference (hereinafter called a "grievance") arise between the Board and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without delay shall be made in the following manner:

6.02 **Stage One:**

An aggrieved employee shall first submit the employee's representations to the employee's supervisor verbally, either directly or through the employee's Steward. Any such grievance shall be presented within five (5) working days of the time when it arose. The supervisor shall call a meeting of the grievor, the Steward concerned and the supervisor within five (5) working days of receipt of the grievance.

6.03 **Stage Two:**

If within five (5) working days from the time representations at Stage One were presented a decision satisfactory to such employee is not given, then such employee accompanied by a Steward may within five (5) working days after the decision of the supervisor concerned has been given or should have been given make representations in writing to the Divisional Superintendent of Human Resources or other representative designated by

the Board from time to time. Such representations shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based. Such official or other designate shall notify the employee of the time and place at which a meeting will be called of the grievor, the grievance committee, the national representative and the official to discuss and consider the written representations and the decision of the supervisor at Stage One. Every effort will be made to settle such grievance within five (5) working days from the date upon which such official received written notice of the matter. Such official shall give the decision in writing on behalf of the Board.

6.04 Stage Three:

If within five (5) working days from the date representations at Stage Two were presented a decision satisfactory to such employee is not given, then such employee may within ten (10) working days after the decision of the Divisional Superintendent of Human Resources or other designate has been given or should have been given present the representations made at Stage Two to the Trustees of the Board. The Trustees shall notify the Local Union and the employee of the time and place at which they or any Committee thereof will meet to discuss and consider such grievor representations and the decision at stage Two. The grievor, the grievance committee and the national representative shall attend a meeting so called. Such meeting shall be held no later than forty-five (45) working days from the day such representations were presented to the Trustees. The decision of the Board will be given to the Local Union in writing within ten (10) working days after such meeting.

6.05 Any difference (hereinafter called a "policy difference") arising directly between the Board and the Local Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual employees, may be submitted in writing by either party hereto with opportunity for discussion between the officers of the Local Union and representatives of the Board. If the parties are unable to settle such policy difference within ten (10) working days from such

discussion then the party to whom the said notice was delivered shall reply to such policy difference in writing within fifteen **(15)** working days from such discussion.

- 6.06** If any grievance or policy difference, including any question as to whether the matter is arbitrable or not, shall not have been satisfactorily settled pursuant to the provisions of this Article, the grievance or policy difference may then be referred by either party to this Agreement to arbitration by written notice given to the other party within fifteen **(15)** working days from the date when the decision of the Board at Stage Three was or should have been given or, in the case of a policy difference, within fifteen **(15)** working days from the date when the written reply to the submission was or should have been delivered. The Board and the Union shall each appoint one **(1)** arbitrator within seven **(7)** working days from receipt of the notice and the two **(2)** arbitrators so appointed shall appoint a third who shall be the chairman. **No** person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.
- 6.07** If the parties fail to agree upon a Chairman within fifteen **(15)** working days, either party may request The Ontario Labour-Management Arbitration Commission to choose the Chairman. The decision of the majority of the arbitrators shall be final and binding upon all parties concerned and any employee affected by it, but if there is no majority decision, that of the Chairman shall be the decision of the Board of Arbitrators. In no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.
- 6.08** In any arbitration the written representation of the employee made at Stage Two and any decision of the Board, or in the case of a policy difference, the written submission and any reply thereto shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issue therein set out.
- 6.09** Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine any witnesses of the other party and to present oral arguments. Briefs of arguments may be presented by each

party and each party shall be entitled to reply to the brief of argument presented by the other.

- 6.10 Witness fees and allowances shall be paid by the party calling the witness.
- 6.11 Each party shall pay one-half ($\frac{1}{2}$) of the expenses and fees payable to the Chairman and the whole of the expenses and fees of their own appointee.
- 6.12 If any party disagrees with the other **as** to the meaning or application of the decision, it may apply to the Chairman of the Board of Arbitrators within ten (**10**) working **days** from the issue of the decision with a request that the Chairman reconvene the Board to clarify the decision, and for such purposes the Board may be reconvened and issue a clarification of its decision.

ARTICLE 7 - DISCHARGE CASES

- 7.01 **A** new employee shall be considered as a probationary employee for a period of sixty (**60**) days worked from the time of first commencing **to** work for the Board. The Union will not question the dismissal, suspension or other discipline of any probationary employee nor shall such dismissal, suspension or other discipline be the subject of a grievance.
- 7.02 **A** claim by an employee (other than a probationary employee) that the employee has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Divisional Superintendent of Human Resources, or other representative designated by the Board from time to time, within five (**5**) working **days** after such employee ceases to work for the Board. The Board shall notify the Local Union of the discharge of any employee.
- 7.03 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Stage Two.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

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8.01 The regular work week shall consist of thirty-five (35) hours worked in five (5) consecutive days, Monday through Friday.

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The employees at the Board Office may work their regular work week at flexible hours on the understanding that 10:00 a.m. to 3:00 p.m. shall be-considered core hours.

Notwithstanding the core hours, a lunch period shall be allowed during the core period.

The employees will request prior approval of the Divisional Superintendent of Human Resources for the employees' plan of designated flexible hours.

8.02 The Board does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.

When the enrolment in a school increases or decreases by twenty-five (25) students, the secretarial hours allocated to the school shall not be increased or decreased during the period September 1st to December 31st or January 1st to August 31st. If the enrolment is maintained at the new level when classes commence in the term immediately following December 31st or August 31st then the appropriate adjustment will be made effective February 1st or October 1st as the case may be.

8.03 A non-paid lunch period of not more than one (1) hour shall be provided once each day, a paid fifteen (15) consecutive minute rest period shall be provided in the morning and in the afternoon. Break periods for employees who regularly work less than three and one-half (3½) hours per day shall be provided on a pro-rated basis.

8.04 All hours in excess of seven (7) hours in any workday 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. However, at the election of the employee, time off equal to the number of overtime hours worked by be substituted in lieu of overtime pay.

- 8.05 Overtime shall be distributed as equally as practicable among employees normally performing the work in question.
- 8.06 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.
- 8.07 Double time shall be paid for all hours worked on Sundays.
- 8.08 When an employee is required to work three (3) hours or more beyond the end of the employee's regularly scheduled work day or is called in to work three (3) hours or more prior to the commencement of the employee's regularly scheduled shift, the employee shall be paid a meal allowance of three (\$3.00) dollars provided that the employee completes the employee's entire regular work day.
- 8.09 Employees shall not be required to lay off during regular hours **to** equalize any overtime worked.
- 8.10 An employee who has left work and is called back to work after completing the employee's normal work day to perform an emergency assignment shall be paid for such **work** at a minimum amount equal to three and one-half (3½) hours pay **at** the equivalent of the employee's straight time.
- 8.11 When an employee is scheduled to perform a weekend work assignment on a Saturday or a Sunday the employee shall be paid for such work performed **on** either of these days a minimum amount equal to three (3) hours pay at straight time.
- 8.12 Any employee called in to work **prior to** the commencement of the employee's 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 provided the employee completes the regular day.
- 8.13 An employee who reports for work and, through no fault of the employee's own, finds there is no work available shall be paid a minimum of three and one-half (3½) hours pay as show-up time.

- 8.14 When an Educational Assistant is sponsored by an in lieu of Government Grant and by virtue of the position may be required to work in excess of thirty-five (35) hours per week, the hours in excess of thirty-five (35) hours per week, to a maximum of forty (40) hours per week, will be paid at their normal rate of pay or straight time.

ARTICLE 9 - SPECIFIED HOLIDAYS

9.01 For the purposes of this Article:

- a) The following shall be specified as paid holidays under this Agreement and "holiday" means:

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New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday (for employees working in the municipality in which it is proclaimed), Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, or such day as may be established as a holiday in lieu of any said days by statute, statutory regulation, proclamation or similar authority or by the Board. If the Employment Standards Act of Ontario or other statute requires that where a holiday falls on a Sunday the next day following shall be a holiday in lieu thereof, then for the purpose of this Agreement such substituted day shall be regarded as the employee's holiday notwithstanding the foregoing. In addition, when Christmas falls on a Tuesday, Wednesday, Thursday, Friday or Saturday, the period from noon on the preceding day shall be a holiday.

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In addition to the above, a "Float Day" shall be provided in lieu of Heritage Day. In the event that Heritage Day or Remembrance Day is proclaimed a School Holiday, that day will replace the float holiday.

- b) "Qualifying day" means an employee's last scheduled work day or shift before or first scheduled work day or shift after a holiday.

9.02 A holiday shall be considered as commencing at 12 midnight of the day preceding the holiday and ending 12 midnight on the holiday,

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9.03 If an employee is required to work on any holiday the employee shall be paid for work so performed at the rate of two (2) times (double-time) the employee's applicable hourly rate in addition to any holiday pay to which the employee may be entitled under section 9.04 or the employee may, at a time suitable to the Board, elect to take an extra day off in lieu thereof.

9.04 An employee (other than a probationary employee) who is absent from work on a holiday because:

- a) the day is a holiday
- b) the employee has Leave of Absence with pay
- c) the employee is suffering from an illness or injury which requires the ~~employee~~ to be absent on either or both of the qualifying days, which absence is supported by a Physician's certificate to that effect, or
- d) the day was the employee's regular day off

shall be paid at the employee's applicable hourly rate provided the employee shall not be paid if:

- e) the employee was absent from work on either or both of the qualifying days for a reason other than as set forth in (c)
- f) the employee has been instructed to report for work on such holiday and has failed to do so
- g) the employee has been granted Leave of Absence without pay for such holiday, or
- h) the employee has not worked in the thirty-day (30) day period immediately preceding such holiday and is not receiving Sick Leave pay when such holiday occurs; should the employee be absent for more than such thirty-day (30) day period and be receiving sick leave pay, such holiday will be paid and a corresponding deduction made from the employee's remaining accumulated sick leave credits.

9.05 A probationary employee who completes the employee's probationary period shall be paid for all holidays which occurred during such period for which the employee would have been entitled to be paid if the employee had not been a probationary employee.

ARTICLE 10 - VACATIONS

10.01 An employee shall be entitled to vacation with pay as follows:

Any employee hired prior to June 30 shall be considered to have 1 year of continuous service as at June 30, regardless of actual date of hire.

<u>Length of continuous service as at June 30</u>	<u>Length of Vacation</u>
1 year but less than 9 years	3 weeks
9 years but less than 20 years	4 weeks
20 years or more	5 weeks

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In the case of employees who normally work ten (10) months per year, then ten (10) months shall be considered the equivalent of one (1) year of service.

10.02 Such vacations shall be taken at a time convenient to the Board, preferably during the summer period after the Schools have been closed and before they are to reopen. The Board shall permit an employee who is entitled to a 3 or 4-week vacation to take one of such weeks during the week between Christmas and New Year's Day or during the mid-Winter break if:

- 1) the employee has made written application to the supervisor concerned at least thirty (30) days in advance, and

- 2) in the Board's opinion, the efficiency of operations shall not be impaired by the granting of such application.

To the extent practicable, seniority shall determine the choice of the time of vacations among the employees.

10.03 The Board shall pay to an employee who is entitled to a vacation with pay:

- a) in the case of an employee with less than one (1) year of continuous service with the Board who is terminated for any cause, an amount equal to four (4) per cent of gross wages from the previous June 30th.
- b) in the case of an employee qualified for three (3) weeks' vacation, a sum equal to six (6) per cent of gross wages from the previous June 30th;
- c) in the case of an employee qualified for four (4) weeks' vacation, a sum equal to eight (8) per cent of gross wages from the previous June 30th;
- d) in the case of an employee qualified for five (5) weeks' vacation, a sum equal to ten (10) per cent of gross wages from the previous June 30th.

10.04 Vacation schedules shall be posted by May 1st in each year and shall not be changed unless agreed to by the employees affected and the Board.

10.05 In determining the length of a vacation, a week shall mean seven (7) consecutive days, including Saturdays, Sundays and holidays falling within the period.

10.06 If a holiday occurs while an employee is on vacation for which holiday the employee would otherwise have been entitled to be paid, the employee shall be entitled to a day off with pay at a time mutually convenient to the employee and to the Board.

10.07 If during the employees' vacation an employee suffers an illness or accident which incapacitates the employee for more than five (5) days and such illness or accident is

supported by a Physicians' certificate acceptable to the Board, the employee for the period of such incapacity shall be regarded as having been on sick leave, to the extent the employee has accumulated sick leave credits, and the employee shall be permitted to take the employee's vacation, or such portion thereof as was scheduled during the period when the employee was so incapacitated, at a later time acceptable to the employee and the Board.

- 10.08 If the Board receives at least three (3) work days' notice prior to the departure of an employee on the employee's scheduled vacation, the Board shall deliver to such employee prior to such departure all pays to which the employee would be entitled during the period of such vacation.

ARTICLE 11 - SENIORITY

- 11.01 For the purposes of this Agreement an employee's "seniority" (other than that of a probationary employee) shall commence with the date of the employee's most recent hiring (other than as a result of a recall after a layoff) by the Board or any immediate predecessor Board and shall be maintained and accumulated so long as the employee remains in the employ of the Board during:

- i) a layoff within any period during which the employee was entitled to be recalled,
- ii) any sickness or accident, and
- iii) any leave of absence

When a probationary employee finishes the probationary period the employee shall be entered on the seniority list and shall rank for seniority from the date the employee was last hired. A loss in seniority shall be deemed to have occurred if an individual employed by the Board:

- a) quits;
- b) is discharged and is not reinstated by reason of the grievance procedure;

- 29
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- c) is laid off for at least twelve (12) consecutive months;
or
 - d) fails following a layoff **to** notify the Board within seven (7) days of the Board sending the employee a notice to return to work of the employee's intention to return or fails **to** report for work on the date and at the time specified in such notice, which date **is** not sooner than said seven (7) days.

11.02 The Board shall maintain a master seniority list showing the name, classification and hiring date of each employee. Seniority will be unit-wide, except as declared in clause **11.11**.

11.03 A seniority list shall be posted annually and a copy thereof shall be sent to the Recording Secretary of the Union. Such seniority list shall be issued by October **31st** of each year.

11.04 In all cases of layoffs and demotions due to a reduction in work force (other than layoffs and demotions of a temporary nature) employees shall be laid off or demoted in reverse order of their seniority ranking provided the Board may retain sufficient employees in each job classification to meet the requirements of operations.

11.05 In the event of any layoff probationary employees shall be laid off first and thereafter employees shall be laid off in accordance with section **11.04**. If an employee is not returned directly to the classification the employee had before the layoff, the employee will have the first opportunity **to** be transferred back **to** the employee's original classification when an opening occurs.

11.06 Employees with seniority who are laid off shall retain their seniority and right of recall for a period of twelve (12) months. When hiring employees for other than a temporary period the Board shall give preference in rehiring to individuals with a right **to** recall who are qualified to fill the normal requirements of the job in reverse order to that in which they were laid off. Notice of recall shall be sent by registered mail or telegram to the last address recorded with the Board by the employee requiring the employee to report

to work on a date not earlier than seven (7) days after the date of such notice. If the employee does not reply within said seven (7) days or fails to report for work at the time and date specified in the notice, the employee shall be deemed unavailable and the next eligible employee shall be called. While recalling an individual in accordance with the foregoing the Board shall be entitled to fill any job available **on** a temporary basis not to exceed ten **(10)** working days but it shall give a laid-off individual an opportunity, consistent with the requirements of such job and the seniority of the laid-off individual, to do such job if the employee is readily available and can perform the work.

11.07 No employee shall be laid off while a probationary employee is employed at a job in that employee's classification or at a job which the employee is capable of doing. **No** probationary employee shall be engaged or recalled for any job while an employee who is capable of doing that job remains laid off and is willing to be rehired.

11.08 The Board will if it is proposing to lay off, as a direct result of the Board contracting out any work, any employee who on January 1, 1987 had at least two **(2)** years' service with the Board, offer such employee alternative employment with the Board.

11.09 Those promoted **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 the employee's probationary period shall be displaced as a result of such transfer.

11.10 Notwithstanding seniority rights, as defined in this Agreement, it is recognized that Special Education Educational Assistants are hired by the Board for specific schools **on an as needed** basis. **These** employees are laid off at the end of the School year and will have the right of recall back to the School from which they were laid off on an as needed basis.

11.11 Each Educational Assistant (other than Special Education Educational Assistants) will file with the Board prior to June 30, 1990, June 30, 1991, and June 30, 1992, a notification in writing as to the School or Schools in which they are prepared to work.

Employees with seniority shall retain their right of recall to the School(s) they have designated when work becomes available in that School or Schools.

Failure to accept a placement in a School(s) designated by the Educational Assistant will be deemed to be a resignation by the Board.

11.12 There shall be no reduction in wages for Educational Assistants if the student is **out** of the classroom for one (1) day. Absences of longer than one day, the layoff of the Assistant shall commence on Day Two.

ARTICLE 12 - JOB POSTING

12.01 When:

- 1) a vacancy, other than a temporary vacancy, occurs in any occupational classification covered by this Agreement or
- 2) a new occupational classification covered by this Agreement is created, the Board shall, if it determines to fill such vacancy or new occupational classification, post it for five **(5)** working days setting forth the duties of this position, the School or other building involved, the rate of pay and the qualifications thereof. Any employee may apply for such position in writing within such five **(5)** days.

2790
27b

12.02 The Board shall consider the following two (2) factors in determining which employee is to be selected:

- a) the seniority of the applicants, and
- b) the ability, knowledge, experience (excluding any experience gained as a result of temporary promotions by the Board), training and skill of the applicant to do the job.

When in the judgement of the Board, which shall not be exercised in any unfair and unreasonable manner, factor (b) is relatively equal as between two (2) or more applicants, their seniority shall govern. If none of its existing employees is qualified to fill a vacancy, the Board may engage an employee from any other source.

An employee transferred or promoted to a new position shall serve a trial period of 60 (~~sixty~~) days worked.

If the employee's performance during the trial period is not satisfactory, the employee shall be returned to a comparable position (in their former school/regional area as defined in Schedule "A") and the rate of pay shall be no less than they had prior to transfer or promotion".

12.03 The Board shall notify the Local Union of all hiring, lay-offs, recalls, filling of vacancies and new occupational classifications pursuant to sections 12.01 and 18.01, transfers and terminations of employment.

Such notice shall be sent to the Union within fifteen (15) working days of the hiring, layoff, recall, etc.

ARTICLE 13 - WAGES

13.01 The wage rates payable by the Board to employees in the occupational classifications established from time to time by the Board during the currency of this Agreement shall be as set out in Schedule "B" hereto, which said schedule forms a part of this Agreement.

ARTICLE 14 - SICK LEAVE

14.01 Sick Leave means the period of time an employee is permitted to be absent from work with pay by reason of being sick, disabled because of an accident or because the employee is quarantined by a medical health officer (hereinafter collectively referred to as "sickness").

14.02 Each twelve (12) month employee, other than a probationary employee, will be allowed not more than twenty-four (24) days Sick Leave credit per year on the basis of two (2) days for every month of active service.

Each ten (10) month employee, other than a probationary employee, will be allowed not more than twenty (20) days Sick Leave credit per year on the basis of two (2) days for every month of active service.

If an employee is absent for any reason (other than being on vacation) in any calendar month for more than ten (10) regular work days the employee shall be credited to the nearest half day with Sick Leave equal to twice the number of days the employee was at work divided by the number of regular work days in such month. The number of hours in a day of Sick Leave credit to which a regular part-time employee is entitled shall bear the same ratio as the number of hours the employee regularly works in a day does to seven (7). Upon completion of probation an employee shall be credited with Sick Leave on the basis of the foregoing but the employee shall not be paid for any sickness which occurred during probation.

14.03 If in the calendar year an employee has not used all the Sick Leave to which the employee was entitled, the employee shall be entitled to accumulate and carry forward such unused portion for use in future years provided that at no time shall the employee's credited Sick Leave exceed two hundred and thirty (230) days.

14.04 If the employee is unable to work by reason of sickness for the undermentioned periods, then a deduction in the amount set opposite shall be made from the employee's credited sick leave (if any):

0 - 1 hour	nil
more than 1 hour up to 3 ½ hours	½ day
more than 3½ hours up to 7 hours	1 day

If any employee's sickness is such that the employee is entitled to compensation from the Workers' Compensation Board the employee shall cause such compensation to be paid to the Board and the employee's accumulation of Sick Leave shall be credited by the amount of such compensation.

- 14.05** The Board may require an employee to produce a Physician's certificate to support an absence on account of sickness in excess of three (3) days and if it has expressly notified the employee, may require the employee to produce such a certificate to support an absence on account of sickness of any duration. An employee must make every reasonable effort to notify the supervisor concerned of any absence due to sickness.
- 14.06** While an employee is on a Leave of Absence without pay in excess of ten (10) days (except for jury duty) or is on layoff the employee shall not accumulate any Sick Leave credits but shall retain whatever sick leave credits the employee may have accumulated at the date of such Leave or layoff and be entitled to the use thereof upon the employee's return from such Leave or upon being rehired subsequent to being recalled.
- 14.07 Leave without pay for a period of up to two (2) years shall be granted to an employee who:
- i) is not entitled to Sick Leave but who is required to be absent by reason of sickness, or,
 - ii) is unable to return to work at the termination of the period for which Sick Leave was granted by reason of the employee's continued sickness provided such leave shall not prejudice the Board's right to discharge an employee because of frequent absences from work.

14.08 The Board will maintain a record of all Sick Leave credits and shall notify each employee **in** writing once every calendar year as to the number of such credits. **An** employee may apply to the Board for information as **to** the amount of the employee's Sick Leave credit.

14.09 **If** an employee:

- i) retires at age **sixty** (60) or more from the Board **on** an OMERS pension
- ii) retires at any time **on** an OMERS disability pension, or
- iii) dies,

the employee (or their estate, **as** the case may be) shall be entitled to a gratuity calculated by multiplying the employee's normal rate of pay **by** fifty (**50%**) of the number of unused accumulated days of Sick Leave (not in excess **of** two hundred and thirty (230) **days**).

14.10 **No** employee joining the Board after October 1, 1978 will be eligible for gratuity **on** retirement.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 The Board shall grant to an employee requiring Leave from work by reason of a death in the employee's immediate family (spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents or grandchild) **up to** five (5) consecutive working days with pay for the period between the death and burial. The actual length of such Leave shall be determined by the Board in accordance with the circumstances of such death and the responsibility of the employee for the funeral and other arrangements.

In the case of sister-in-law or brother-in-law the actual length of such Leave shall be determined by the Board in accordance with circumstances of such death and the responsibility of the employee for the funeral and other arrangements.

15.02 The Board shall grant up to one (1) day Leave with pay to an employee to attend a funeral.

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15.03 An employee who is called for jury duty or is subpoenaed as a witness other than in the employee's own cause and who as a result thereof loses time from work shall receive for each day so lost the difference between the employee's applicable hourly wage rate and the jury or witness fee (other than any mileage fee) to which the employee is entitled for such day. The Board may require the employee to furnish a certificate of service signed by the Clerk of the Court before making any such payment.

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15.04 Upon written request by the Local Union given not less than ten (10) days in advance to the Board (provided that in unusual circumstances the Board may waive such ten-day requirement), the Board shall grant Leave of Absence without pay to the employees named in such request to absent themselves to attend conventions or seminars of the Union, limited, however, to no more than two (2) employees at any one time and to not more than fourteen (14) man-days per calendar year, provided:

- 1) not more than one employee at any one time shall be granted such Leave from the same School, and
- 2) no one employee shall be entitled to more than seven (7) such days off in any eight (8) week period.

If in any calendar year the said fourteen (14) man days have been used the Board may upon written request by the Local Union grant up to an additional six (6) days for such purposes. Granting of any of the foregoing Leaves may be withheld for reasons related to the requirements of operations.

15.05 An employee on application to the supervisor concerned shall be granted Leave Of Absence without pay for up to three (3) weeks to be taken in conjunction with the employee's annual vacation provided:

- 63M
3
- 1) such leave shall not be granted more than once every four years.

- 2) such Leave may be denied when in the opinion of the supervisor the absence of such employee and of other employees by reason of any Leave, illness, accident or vacation would impair the efficiency of operations.
- 3) the applications for such Leave shall be made at least thirty (30) days in advance but this period may be abbreviated in unusual circumstances.

15.06 If an employee is absent through illness or on account of a claim under Workers' compensation, the Board will continue payment of the Board's portion of all employee benefits for a period of six (6) months, or until notified within the six (6) month period that an employee does not intend to return to work.

15.07 The Board may grant an employee time off work without loss of pay where the Board is satisfied that such time off is necessary to enable the employee to assist a member of the employee's immediate family (as defined in section 15.01). The Board reserves the right to deny such time off for any reason including the employee's work record and the requirements of operations. Such Leave, if granted, shall be charged against the employee's accumulated Sick Leave.

15.08 The Board may grant Leave without loss of pay, not to exceed two (2) days per year, for the purposes of:

- a) a dental or doctor's appointment
- b) ~~inclement weather~~, where the employee is unable to reach the place of employment because of impassable roads.
- c) moving to a new place of residence.

15.09 The Board may grant a Leave of Absence without remuneration of up to one (1) year to an employee who requests the same in writing giving one month's advance notice. The Board shall be entitled to hire a temporary employee for the length of the Leave of Absence, to fill the position of the employee on Leave. Such temporary employment shall terminate at conclusion of the Leave of Absence.

Such temporary employees shall not be covered by this Agreement except for the wage rate and payment of Union dues as defined in Article 4.

The employee shall inform the Board at least one month in advance of the date of return. The employee shall be returned to the former position and/or School. Should this position or School have been declared redundant, the employee shall be given a position of comparable status to that which the employee left. Should the employee decide not to return **on the pre-arranged** return date, the employee shall lose all seniority and the position with the board shall be deemed to be terminated, unless reasonable reason, acceptable to the Board, is given for the late return.

In the event that the employee is terminated as above, the Board shall post the position in accordance with Article 12. The temporary employee's service in the position shall not be applicable or applied in consideration over a regular employee who applies for the vacant position.

The employee shall not receive any benefits nor accumulate seniority while **on** a Leave of Absence.

An employee will be entitled to retain all benefits and seniority which have been accumulated prior to the Leave, and shall continue accumulation upon return.

The Board shall continue the benefits for which the employee is entitled, provided that the full cost of said benefits shall be reimbursed to the Board by the employee.

ARTICLE 16 - PREGNANCY LEAVE & PARENTAL LEAVE

- 16.01 These leaves will be in conformity with Section 35 through 38G inclusive of the Employment Standards Act. (Included as Appendix A of this Agreement).
- 16.02 Employees eligible for Pregnancy Leave may participate in the Board's SUB Plan. The Board will use the Unemployment Insurance benefits stub as presented by the employee to the Board **to** determine the amount the employee will receive. This amount is equal **to** the

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190999
Unemployment Insurance benefit the **employee receives for**
the two week period.

610
372
086
580
507
580
507
16.03 Employees eligible for Pregnancy and/or Parental Leave will be granted a further leave of absence without pay for a total leave period not to exceed two years provided a request in writing to that effect is submitted at least 4 weeks before the expiry of the Pregnancy and/or Parental Leave (s).

16.04 Employees wishing to maintain the Board's Group Benefit Plans during the extended leave of absence mentioned in clause **16.03** above may do so by including a statement to that effect with the request for the extended leave of absence without pay. In this event, the employee assumes the Board's share of premiums as well as the employee's share of premiums for each of the plans.

ARTICLE 17 - EMPLOYEE BENEFITS

17.01 The Board shall contribute the undermentioned percentages towards the premiums based on the present cost of participation in the following plans by an employee (and any dependents) who has completed the probationary period and who is not covered by spousal coverage:

Plan	Board's Percentage Contribution
78511 Major Medical Benefit Plan (presently covered by Canada Life Insurance Company Policy)	100% 700
Group Life an amount equal to three (3) times normal wages	80% 77 999 100 80
Dental Plan including Orthodontic and Restorative options	80% 21 2 700 1080
700 999 Eyeglass coverage is increased to \$200.00 per family member every two (2) years, with a 75% recovery.	

17.02 The Board shall contribute on behalf of its employees as

required by the Ontario Municipal Employee's Retirement System (Basic Plan).

- 17.03 The Board shall contribute its percentage of contributions, for employees employed for ten (10) months or eleven (11) months, during the months of July and August for the benefit plans as contained in Article 17 herein. The employee's percentage of contributions will be deducted in equal installments between January 1st and June 30th.

ARTICLE 18 - MISCELLANEOUS

- 18.01 When the duties in any classification are materially changed or when a position not covered in Schedule "A" hereto is established during the term of this Collective Agreement, the rate of pay for the classification or new position shall be subject to negotiations between the Board and the Union. If the parties **are unable to agree on** any reclassification or rate of pay of **the job in** question, such a dispute may be submitted through the Grievances and Arbitration Procedures. The new rate shall become retroactive to the time the position was first filled by the employee.
- 18.02 The Board shall provide bulletin boards accessible to the employees and shall post notices of Union meetings and other notices approved by the Divisional Superintendent of Human Resources or the Superintendent of Business and Finance on such Boards.
- 18.03 Employees covered by this Collective Agreement who are required to operate their own vehicles when engaged in Board business shall receive a mileage allowance as provided by Board policy.
- 18.04 The Board may hire employees on a temporary or casual basis for special projects during the periods of heavy work load and in emergencies for periods not to exceed three (3) months. Such employees shall not be covered by the terms of this Agreement other than the wage rates.
- 18.05 Notwithstanding the above, the Board has the right to hire temporary employees as defined in Article 15.09.

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- 18.06 Employees regularly required to work less than four (4) hours a day shall be entitled to the benefits provided in this Agreement including holidays, vacations, leave with pay and Sick Leave, and to the plans referred to in section 17.01 on a pro rata basis.
- 18.07 While it is recognized that the Board has the right to contract out, the Board agrees that no employee in the bargaining unit will suffer loss of employment with the Board as a result of any contracting **out** of work during the lifetime of this Agreement.
- 18.08 The Board agrees to notify the Union in advance, of any technological changes which would result in the loss of **employment or layoff** of any employee in the bargaining unit. The Board also agrees to discuss with the Union practical ways and means of minimizing the effect upon the employees concerned prior to layoff. 22a
- 18.09 When an employee temporarily performs the duties of a higher paying position for a minimum of five consecutive working days with the authorization of the Divisional Superintendent of Human Resources or designate, the employee will receive the rate of pay for the position filled. Such payment shall be retroactive to the first day of assuming the duties. Placement shall be at the level of the position and the year at which the employee performing the temporary replacement is currently placed.
- 18.10 When the higher position is outside the Bargaining Unit, the employee shall be placed on the salary schedule for the position filled at the rate agreed upon at the time of transfer. The employee shall be covered by all provisions of this Collective Agreement including Article 4 check off of Union dues during the period of temporary transfer.
- 18.11 When for any reason other than discipline, it is necessary to reclassify an employee to a position paying a lower rate and the Board is unable to offer the employee a position at the employee's current rate, the employee's current rate will be maintained for a period of one year from the date of reclassification and will be adjusted to the rate of the position at the end of said year. 24

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ARTICLE 19 - TERMINATION

19.01 This Agreement shall become effective July 1, 1989 and shall terminate at midnight on the 30th day of June, 1992.

ARTICLE 20 - COURSE REIMBURSEMENT

20.01 The Board will pay 50% of tuition fee of a course offered through an accredited educational institution that is job related, that an employee enrolls in, upon successful completion of the course.

25%
In order for the employee to be eligible to receive reimbursement, the employee shall apply in writing and provide details of the cost and a course outline to the Board.

The Board shall have the right of approval or disapproval of the application of the employee.

ARTICLE 21 - NOTICE OF RENEWAL

21.01 Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on ten (10) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested. In the event such notice is given, then, notwithstanding the subsequent termination of this Agreement, the Board shall not, except with the consent of the Union, alter the rates of wages, or any other term or condition of employment or any right, privilege or duty of the Board, the Union or the employees, until the lapse of the appropriate period referred to in Section 63 (1) of the Labour Relations Act or until the right of the Union to represent the employees has been terminated, whichever occurs first. The grievance procedure, as provided herein, including arbitration shall be available during the period while the aforesaid prohibitions continue in force with respect to any grievance or policy difference arising with respect to said rates of wages or any

other term or condition of employment or any right, privilege, or duty of the Board, the Union or the employees.

21.02 For the purpose of sending notices herein, the following shall be the addresses of the respective parties:

The Divisional Superintendent of Human Resources
The **York** Region Roman Catholic Separate School Board
P.O. Box 119
Gormley, Ontario
L0H 1G0

The Canadian Union of Public Employees
10 Milner Business Court
Suite 700
Scarborough, Ontario
M1B 3C6

The Recording Secretary
Local **2331**
Canadian Union of Public Employees
(address as supplied by Local Union)

21.03 Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

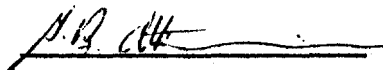
LETTER OF INTENT
(1)

**TO: THE YORK REGION ROMAN CATHOLIC SEPARATE
SCHOOL BOARD**

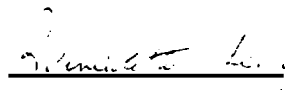
This letter will confirm that notwithstanding that CUPE Local 2331 and the Board have ratified the collective agreement for July 1, 1989 to June 30, 1992, the parties will do everything required of them to ensure that the Board is eligible for public funding of Grades 11, 12 and 13.

CUPE Local 2331 hereby agrees to meet with the Representatives of the Board to determine what changes, if any, are required to this Collective Agreement in order to facilitate the transfer of any surplus employees from co-terminous Boards of Education that would be included in this Bargaining Unit.

This Letter of Intent shall form part of the existing collective agreement between the parties.



B. Atkinson
National Representative
Canadian Union of Public
Public
Employees



Bernadette Kenny
President, Local 2331
Canadian Union of
Employees

LETTER OF INTENT
(2)

TO: THE YORK REGION ROMAN CATHOLIC SEPARATE
SCHOOL BOARD

In reference to Article 11.12, this letter of intent will clarify this Article in reference to Educational Assistants in Secondary Schools.

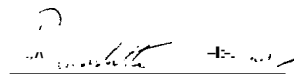
At examination time, namely January and June, the practice of the Board has been not to lay off Educational Assistants on day **two** of the students' absence. The Educational Assistants have been retained to **work** on reports and planning as needed.

This practice will continue when the Educational Assistant responsible for an individual is involved in the curriculum of the school. If an Educational Assistant is providing **exclusively/mainly** health and physical care to a student, they may not be required to be present at the school in the absence of the student. Determination of the attendance of the Assistant will be made by the Principal.

This Letter of Intent shall form part of the existing collective agreement between the parties.



B. Atkinson
National Representative
Canadian Union of Public
Public
Employees



Bernadette Kenny
President, Local 2331
Canadian Union of
Employees

IN WITNESS WHEREOF the Board has caused its corporate seal to be affixed hereto under the hands of its proper officers duly authorized in that behalf and the authorized representatives of the Union and of the Local Union have hereunto **set** their respective hands **and** seals.

EXECUTED at Richmond Hill, Ontario, on the 17th day of February, 1990,

**THE YORK REGION ROMAN CATHOLIC
SEPARATE SCHOOL BOARD**

**THE CANADIAN UNION
OF PUBLIC EMPLOYEES**



Chairman





Secretary-Treasurer

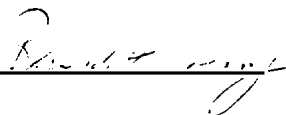


Divisional Sup't of Human Resources



Employee Relations Officer

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2331

President 

Secretary 

SCHEDULE A
THREE ELEMENTARY AREAS

AREA 1	AREA 11	AREA 111
North	South/East	West
Canadian Martyrs	John XXIII	Bishop Scalabrini
Christ the King	Kateri Tekakwitha	Father John Kelly
Holy Name	Mother Teresa	Holy Family
Light of Christ	St. Anthony	Immaculate Conception
Notre Dame	St. Benedict	Our Lady of Fatima
Our Lady of the Annunciation	St. Edward	Our Lady of Peace
Our Lady of Good Counsel	St. Francis Xavier	Our Lady of the Rosary
Our Lady of Grace	St. Joseph, Markham	San Marco
Our Lady Help of Christians	St. Justin Martyr	St. Catherine of Siena
St. Anne	St. Mark	St. Clare
St. Bernadette	St. Matthew	St. Clement
St. Charles Garnier	St. Michael	St. David
St. Elizabeth Seton	St. Patrick, Markham	St. Francis of Assisi
St. Joseph, Aurora	St. Rene Goupil	St. Gabriel, Archangel
St. Joseph, Richmond Hill	St. Vincent de Paul	St. Gregory the Great
St. Mary Immaculate	St. Luke	St. John Bosco
St. Patrick, Schomberg		St. Joseph the Worker
St. Paul		St. Margaret Mary
St. Thomas Aquinas		St. Peter

FRENCH LANGUAGE SCHOOLS
(Regional Schools)

Ecole St. Jean
Ecole Ste. Marguerite Bourgeoys
Cardinal Carter C.H.S.
(Gr.9 French Language Unit)

TWO SECONDARY AREAS
(Families of Schools)
AREA A

Brother Andre
Father Michael McGivney (Sept.'92)
Sacred Heart
St. Elizabeth

AREA B

Cardinal Carter
Father Bressani
Holy Cross
St. Robert

JOB CLASSIFICATIONS
SCHEDULE B-1

CLERICAL

<u>Band</u>	<u>Points</u>	<u>Job Title</u>	
1	180-229	Clerk Typist-Receptionist -Program Centre, Junior Clerk- Gormley Office	
2	230-279	Clerk-Teacher Distribution Centre	
3	280-329	Program Centre Clerk, Science Kits General Clerk, Mail Room, Education Centre Clerk • Budget Clerk • Facility Services Jr. Clerk • Purchasing	
4	330-379	Switchboard/Receptionist Clerk • Maintenance (Accounts)	
5	380-429	Clerk-Transportation Clerk-Warehouse Clerk-Print Room Intermediate Accounting Clerk	
6	430-479	Sr. Clerk-Purchasing Senior Accounting Clerk-Accounts Payable	
7	480-529	Sr. Library Clerk-Secondary School Clerk-Assessment	
8	530-579	Clerk-Maintenance (Work Orders) Accounting Clerk-Expediting, Intermediate Floater Accounting Clerk Senior Clerk-Teacher Distribution Centre	
9	580-629	Clerk-Planning (re-evaluated Apr 1/91) Clerk-Resource Centre (Library) Accounting Clerk-Sr. Expeditor	
10	630-679	-----	
11.	680-729	Sr. Clerk-Resource Centre	Over ...

JOB CLASSIFICATIONS
SCHEDULE B-1 (Continued)

SECRETARIAL

Band	Points	Job Title
6	430-479	General School/Night School Secretary-Secondary Co-op Education Secretary Receptionist-Secondary
7	480-529	French Second Language Secretary-Program Centre Program Centre Secretary Attendance Secretary-Secondary School Secretary-Area Office School Secretary-Elementary Job Entry Grant-Secondary School (re-evaluated Apt 1/91)
8	530-579	Equity Office Secretary Guidance Secretary-Secondary Senior Secretary-Area Office
9	580-629	Supply Teacher Dispatcher S.A.S.-Secondary
10	630-679	-----
11	680-729	Bursar-Secondary School Single School Secretary-Elementary School * Senior School Secretary-Elementary School
12	730-779	Head Secretary-Secondary School

N.B. * When more than one (1) secretary is employed in an Elementary School, one (1) will be classified as a Senior School Secretary-Elementary-Band 11.

**JOB CLASSIFICATIONS
SCHEDULE B - 2**

EDUCATIONAL ASSISTANTS

<u>Band</u>	<u>Points</u>	<u>Job Title</u>
5	380-429	Library Assistant-Secondary
6	430-479	Library Assistant-Elementary Classroom Assistant-Elementary
7	480-529	Academic Hearing/Visually Impaired
8	530-579	Early Facilitation
9	580-629	Educational Support Tutorial-Secondary Physically Handicapped Behavioural Job Entry-Secondary
10	630-679	-----
11	680-729	Functional Life Skills

N.B. Level 1 Without E.C.E. or equivalent

Level 2 Individuals with Early Childhood Education (E.C.E.) diploma comparable to the Seneca College Program or Developmentally Handicapped Certificate comparable to the Humber College Program or Child Care Worker Certificate or an advanced certificate program of a minimum of 2 years in specialized training when required to perform a specific function.

Level 3 Individuals with Registered Nurse (R.N.) or Registered Nursing Assistant (R.N.A.) designations or Early Childhood Education - Advanced Diploma comparable to the Seneca College or an advanced certificate program of a minimum of 3 years in specialized training when required to perform a specific function.

JOB SALARY

SCHEDULE B -1

July 1, 1991 - December 31, 1991

CLERICAL

<u>Band</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	\$12.74	\$13.12	\$13.50	\$13.92	
2	13.36	13.74	14.11	14.45	
3	12.82	13.20	13.58	13.99	
4	* 13.44	13.82	14.19	14.53	
5	13.53	13.91	14.28	14.62	
6	13.06	13.44	13.82	14.24	
7	13.86	14.24	14.61	14.95	
8	14.45	14.94	15.41	15.90	
9	14.10	14.48	14.85	15.19	
10	-	-	-	-	-
11	15.13	15.70	16.26	16.82	17.37

N.B. * Band 4 - No further Pay Equity Adjustments Required ✓ J 1

- *• If your Band and Salary do not agree, then your Band/Salary may have been red-circled/frozen. Direct questions to your Co-ordinator of Human Resources.

Over ...

JOB SALARY

SCHEDULE B -1 (Continued)

July 1, 1991 - December 31, 1991

SECRETARIAL

Band	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
6	\$14.19	\$14.66	\$15.15	\$15.60	
7	14.44	14.90	15.39	15.85	
8	14.52	14.99	15.48	15.93	
9	14.68	15.15	15.64	16.09	-
10	-	-	-	-	-
11	14.94	15.40	15.89	16.35	-
12	15.88	16.43	16.98	17.53	18.08

N.B. * If your Band and Salary do not agree, then your Band/Salary have been red circled/frozen. Direct questions to your Coordinator of Human Resources.

JOB SALARY

SCHEDULE B -2

July 1, 1991 - December 31, 1991

EDUCATIONAL ASSISTANTS

<u>Band</u>	<u>Level</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
5	1	\$12.96	\$13.34	\$13.78	\$14.17
	2	13.66	14.14	14.63	15.07
	* 3	14.26	14.75	15.26	15.74
6	1	13.05	13.42	13.86	14.26
	2	13.75	14.23	14.71	15.16
	3	14.31	14.81	15.33	15.81
7	1	13.30	13.67	14.12	14.51
	2	13.99	14.47	14.96	15.40
	3	14.56	15.06	15.58	16.06
8	1	13.39	13.76	14.20	14.60
	2	14.08	14.55	15.04	15.49
	3	14.65	15.15	15.67	16.14
9	1	13.55	13.92	14.36	14.76
	2	14.24	14.71	15.20	15.65
	3	14.81	15.31	15.83	16.30
10					
11	1	13.79	14.16	14.61	15.00
	2	14.49	14.97	15.46	15.90
	3	15.05	15.55	16.07	16.55

N.B. * Band 5 Level 3 - No further Pay Equity Adjustments Required

APPENDIX A

PREGNANCY AND PARENTAL LEAVE

2. Sections 35, 36, 37 and 38 of the Act are repealed and the following substituted:

35. In this Part,

Definition

"parent" includes a **person** with whom a **child** is placed for adoption and a **person** who is in a relationship of **some permanence** with a parent of a child and who intends to treat the child **as his** or her own;

"parental leave" means a leave of absence under subsection **38a (1)**;

"pregnancy leave" means a leave of absence under subsection **36 (1)**.

36.—(1) A pregnant employee who started employment with her employer at **least** thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

Pregnancy leave

(2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

When leave may begin

(3) The employee must give the employer.

Notice

(a) at least two weeks written notice of the date the leave is to begin; and

This Salary Schedule becomes part

of the

COLLECTIVE AGREEMENT

between ,

THE YORK REGION ROMAN CATHOLIC

SEPARATE SCHOOL BOARD

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2331

Effective January 1, 1992

to

June 30, 1992

JOB SALARY

SCHEDULE B-1

January 1, 1992 - June 30, 1992

CLERICAL

<u>Band</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	\$13.08	13.46	13.84	14.26	-
2	13.61	13.99	14.36	14.70	-
3	13.23	13.61	13.99	14.40	-
4	13.75	14.13	14.50	14.84	-
5	13.93	14.31	14.68	15.02	-
6	13.75	14.13	14.51	14.93	-
7	14.57	14.95	15.32	15.66	-
8	14.80	15.29	15.76	16.25	-
9	14.90	15.28	15.65	15.99	-
10	-	-	-	-	-
11	15.65	16.22	16.78	17.34	17.89

JOB SALARY

SCHEDULE B-1

January 1, 1992 - June 30, 1992

SECRETARIAL

<u>Band</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
6	\$14.42	\$14.89	\$15.38	\$15.83	
7	14.85	15.31	15.80	16.26	
8	14.86	15.33	15.82	16.27	-
9	15.18	15.65	16.14	16.59	
10	-	-	-	-	-
11	15.80	16.26	16.75	17.21	-
12	16.78	17.33	17.88	18.43	18.98

JOB SALARY

SCHEDULE B-2

January 1, 1992 - June 30, 1992

EDUCATIONAL ASSISTANTS

<u>Band</u>	<u>Level</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
5	1	\$13.51	\$13.89	\$14.33	\$14.72
	2	13.91	14.39	14.88	15.32
	3	14.35	14.84	15.35	15.83
6	1	13.73	14.10	14.54	14.94
	2	14.13	14.61	15.09	15.54
	3	14.47	14.97	15.49	15.97
7	1	14.16	14.53	14.98	15.37
	2	14.55	15.03	15.52	15.96
	3	14.90	15.40	15.92	16.40
8	1	14.18	14.55	14.99	15.39
	2	14.57	15.04	15.53	15.98
	3	14.92	15.42	15.94	16.41
9	1	14.49	14.86	15.30	15.70
	2	14.88	15.35	15.84	16.29
	3	15.24	15.74	16.26	16.73
10		-	-	-	-
11	1	15.10	15.47	15.92	16.31
	2	15.50	15.98	16.47	16.91
	3	15.85	16.35	16.87	17.35

8 Band 5 Level 3 - (Scale has no further pay equity adjustments required to reach male comparitors rate of pay.)

(b) a certificate from **illegally** qualified medical practitioner stating the expected birth date.

Special
circumstances

37.—(1) Subsection 36 (3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was **expected** to give birth.

Notice in
special
circumstances

(2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer.

(a) written notice of **the date** the pregnancy leave began or is to begin; and

(b) a certificate from a **legally** qualified medical practitioner that.

(i) in the case of **an** employee who stops working because of complications caused by her pregnancy, states the employee **is unable to** perform **her** duties because of complications caused by her pregnancy and states the **expected** birth date, **or**

(ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was **expected** to give birth.

End of
pregnancy
leave if
parental
leave
available

38.—(1) The pregnancy leave of an employee who **U** entitled to take parental leave ends seventeen weeks **a**fter the pregnancy leave began.

End of
pregnancy
leave if
parental
leave not
available

(2) The pregnancy leave of an employee who **is** not entitled to take parental leave **ends** on the later of **the** day that **is** seventeen weeks **a**fter the pregnancy leave began or the day that is six weeks after **the** birth, still-birth or miscarriage.

End of
pregnancy
leave on
employee
notice

(3) The pregnancy leave of an employee ends on a day earlier than **the** day provided for in subsection (1) or (2) if the employee gives the employer at **least** four weeks written notice of that day.

Parental
leave

38a.—(1) An employee who has been employed by his or her employer for **at least** thirteen weeks and who **is** the parent of a child is entitled to a leave of absence without pay **following**,

(a) **the** birth of the child; or

(b) the coming of the child into the custody, care and control of a parent for the first time.

(2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

Restriction on when leave may begin

(3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

When mother's parental leave may begin

(4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.

* —

38b. —(1) Subsection 38a (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

Special circumstances

(2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.

When leave begins

(3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.

&pa
Notice

38c. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.

End of parental leave

38d. —(1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,

Change of notice to begin leave

(a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or

(b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.

(2) An employee who has given notice to end leave may change the notice,

Change of notice to end leave

(a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or

- (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.

Rights during leave

38e. —(1) During pregnancy leave or parental leave, an employer continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

Benefit plans

(2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

Employer contributions

(3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employer gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

Seniority

(4) Seniority continues to accrue during pregnancy leave or parental leave.

Reinstatement

38f. —(1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

Reinstatement where employer's operations have been suspended, etc

(2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

Wages

(3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,

- (a) the wages the employee was most recently paid by the employer; or
- (b) the wages that the employee would be earning had the employee worked throughout the leave.

No discipline to be caused by leave

38g. An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.