



| | | | |
|-------------------|-------|----|----|
| SOURCE | Board | | |
| EFF. | 92 | 01 | 01 |
| TERM. | 92 | 12 | 31 |
| No. OF EMPLOYEES | 530 | | |
| NOMBRE D'EMPLOYÉS | D.L. | | |

BETWEEN:

The York Region Board of Education
hereinafter referred to as "the Company"

and

CUPE Local 1734
hereinafter referred to as "the Union"

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from Jan 1, 1992 to December 31, 1992.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on December 31, 1991, provided, however, that the following amendments are incorporated:
 1. All matters previously settled and agreed to by the parties prior to the date hereof.
 2. All matters and articles appended in Appendices A & B.

FOR THE UNION:

E. J. Archibald
Jean Loring
~~*John [unclear]*~~
Bonny Schwartz
Michelle Mercer
Caryn Spacock
John [unclear]

For the Board:

Colette Demie
Lynn Bontedix
Jack Webber
Mancy Dunlop
Lisle King
Bonny Sedgeman
Dennis Middleton
Janet Hicks
Bruce [unclear]

*Signed at Aurora Ontario this 27th day
of August 1992.*

Witness

[Signature]

A P P E N D I X "A"

BOLD means "new"

[*] means "deletion"

A.1.2 See Appendix "B"

A.2.1 This Agreement shall be effective from the 1st day of January, 1992 until the 31st day of December, 1992 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.

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

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 meeting 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.

A.4.6 The Union may submit a policy grievance which is distinguishable from the grievance of an individual employee and which concerns the Union itself and which alleges a violation of

education, skills, shifts and wage or salary rate or range. The Board shall interview all qualified applicants.

A.11.3.2 delete

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.11.7 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.

B.1.0 Salary increase (See attached salary grids)

- effective January 1/92 - 2.5%
- effective November 6/92 - 2.5%

Bilingual Secretary (where required) - Premium of \$.35 per hour

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

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.4.17

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.

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.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

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 delete (COLA)

new

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.2.1 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.

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

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.6.5.1 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, 1992 the 1991 Ontario Dental Association Schedule of fees for General Practitioners shall apply.
- B.6.5.4 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.6.6.2 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.
- 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. 76C-1
- 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.6.7.1 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.7.2.1 Two (2) Float Holidays per year shall be observed at a time 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-

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:

of days absent w/o pay x vacation
260 entitlement

= # of days not earned for vacation purposes

The Board agrees to round down any fractions to the nearest full or half day, ex. 2.1 will be rounded down to 2.0 or 3.7 will be rounded down to 3.5.

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.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.11.7

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) per cent 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. ✓

B.11.10

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.

C.1.5

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

(new)

C.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.

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.5.0 PREGNANCY/[PARENTAL] LEAVE
- C.5.2 "Parental Leave" means leave of absence of 18 weeks or less without pay Pursuant to the Employment Standards Act, R.S.O. 1980, Chapter 137,
- C.5.3 Pregnancy/Parental Leave will be granted pursuant to the Employment Standards Act, R.S.O. 1980 Chapter 137, Part XI.
- 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 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.11.3.1 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.

C.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.

C.7.0 ADOPTION LEAVE -
[PARENTAL LEAVE]

C.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.

C.7.2 and C.7.3 delete

✓
61B
034

61A-
018

- C.7.2 An employee returning from Adoption/Parental Leave shall have her position guaranteed with the Board, subject to other terms within this agreement.
- C.7.3 The Board shall continue to pay its share of the employee's insured employee benefit plans for the period of the Adoption/Parental Leave.
- C.7.4 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.7.5 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.11.3.1 shall apply.
- C.7.6 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.8.2 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.
- 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.8.6

[*] 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.

A P P E N D I X "B"

A-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
Human Resources Secretary/Clerical
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

January 1, 1992 2.5%

B.1.1 RATES OF PAY - EFFECTIVE JANUARY 1, 1992 TO NOVEMBER 5, 1992

| POSITION | HOURLY RATES/INCREMENTS | | | | |
|---|-------------------------|--------|--------|--------|-------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | INCR. |
| 01A CLERICAL OFFICE SERV. BOOKING OFFICE OPER. | <i>Base</i> 11.72 | 12.12 | 12.52 | 12.92 | .40 |
| 02A CLERICAL LEVEL 2 H.R. SECTY MEDIA RESOURCES | 13.16 | 13.56 | 13.96 | 14.36 | .40 |
| 03A SWITCHBD/RECEPTIONIST PROGRAM ASSISTANT CLERICAL 2 WAREHOUSE PERSON A.V. ASSISTANT OFFSET OPERATOR | 13.42 | 13.82 | 14.22 | 14.62 | .40 |
| 04A PAYROLL CLERK A CLERICAL 2 SPEC. ED COMPUTER LAB. ASSISTANT SCHOOL SECTY A & B SWIM ASSISTANT ACCOUNTING CLERK A | 13.94 | 14.34 | 14.74 | 15.14 | .40 |
| 04B ASSISTANT LIAISON OFFICER | 17.36 | 17.76 | 18.16 | 18.56 | .40 |
| 05A OUTDOOR ED. ASSISTANT SPEC. ED. ASSISTANT LIBRARY ASSISTANT PROJECT SCHEDULER DISPATCHER ASSISTANT BUYER | 14.47 | 14.87 | 15.27 | 15.67 | .40 |
| 05C COMPUTER OPERATOR | 17.94 | 18.34 | 18.74 | 19.14 | .40 |
| 06A ACCOUNTING CLERK B PAYROLL CLERK B CLERICAL 3 ASST. HEAD SECTY/SEC. DEVELOP HAND ASST. HEALTH ASST. CHILD CARE WORKER | 15.71 | 16.11 | 16.51 | 16.91 | .40 |

B.1.1 RATES OF PAY - EFFECTIVE JANUARY 1, 1992 TO NOVEMBER 5, 1992 (cont'd)

| | POSITION | HOURLY RATES/INCREMENTS | | | | INCR. |
|-----|---|-------------------------|--------|--------|--------|-------|
| | | STEP 1 | STEP 2 | STEP 3 | STEP 4 | |
| 06A | OFFSET OPERATOR 2 | 15.87 | 16.27 | 16.67 | 17.07 | .40 |
| 06A | PLANT TECH. ARCHITECTURAL | 16.57 | 16.97 | 17.37 | 17.77 | .40 |
| 06D | ROUTE SCHEDULER | 21.89 | 22.29 | 22.69 | 23.09 | .40 |
| 07A | HEAD SECTY/ELEM. | 16.89 | 17.29 | 17.69 | 18.09 | .40 |
| 07B | LIAISON OFFICER & BUYER | 20.87 | 21.27 | 21.67 | 22.07 | .40 |
| 07C | PROGRAMMER/ANALYST | 23.79 | 24.19 | 24.59' | 24.99 | .40 |
| 08A | PLANT TECH. ENG. A.V. TECHNICIAN HARDWARE ASSISTANT SOFTWARE ASSISTANT LIBRARY AUTOMATION TECH. | 17.63 | 18.03 | 18.43 | 18.83 | .40 |
| 9A | SCHOOL OFFICER SUPERVISOR | 19.19 | 19.59 | 19.99 | 20.39 | .40 |

November 6, 1992 + 2.5% on January, 1992
 Average annual increase = 2.95%

B.1.1 RATES OF PAY - EFFECTIVE NOVEMBER 6, 1992 TO DECEMBER 31, 1992

| POSITION | HOURLY RATES/INCREMENTS | | | | INCR. |
|---|-------------------------|--------|--------|--------|-------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | |
| 01A CLERICAL OFFICE SERV. BOOKING OFFICE OPER. | <i>Base</i> 12.04 | 12.44 | 12.84 | 13.24 | .40 |
| 02A CLERICAL LEVEL 2 H.R. SECTY MEDIA RESOURCES | 13.52 | 13.92 | 14.32 | 14.72 | .40 |
| 03A SWITCHBD/RECEPTIONIST PROGRAM ASSISTANT CLERICAL 2 WAREHOUSE PERSON A.V. ASSISTANT OFFSET OPERATOR | 13.79 | 14.19 | 14.59 | 14.99 | .40 |
| 04A PAYROLL CLERK A CLERICAL 2 SPEC. ED COMPUTER LAB. ASSISTANT SCHOOL SECTY A & B SWIM ASSISTANT ACCOUNTING CLERK A | 14.32 | 14.72 | 15.12 | 15.52 | .40 |
| 04B ASSISTANT LIAISON OFFICER | 17.82 | 18.22 | 18.62 | 19.02 | .40 |
| 05A OUTDOOR ED. ASSISTANT SPEC. ED. ASSISTANT LIBRARY ASSISTANT PROJECT SCHEDULER DISPATCHER ASSISTANT BUYER | 14.86 | 15.26 | 15.66 | 16.06 | .40 |
| 05C COMPUTER OPERATOR | 18.42 | 18.82 | 19.22 | 19.62 | .40 |
| 06A ACCOUNTING CLERK B PAYROLL CLERK B CLERICAL 3 ASST. HEAD SECTY/SEC. DEVELOP HAND ASST. HEALTH ASST. CHILD CARE WORKER | 16.13 | 16.53 | 16.93 | 17.33 | .40 |

B.1.1 RATES OF PAY - EFFECTIVE NOVEMBER 6, 1992 TO DECEMBER 31, 1992 (cont'd)

| | <u>POSITION</u> | HOURLY RATES/INCREMENTS | | | | INCR. |
|-----|---|-------------------------|---------------|---------------|---------------|-------|
| | | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> | <u>STEP 4</u> | |
| 06A | OFFSET OPERATOR 2 | 16.30 | 16.70 | 17.10 | 17.50 | .40 |
| 06A | PLANT TECH. ARCHITECTURAL | 17.01 | 17.41 | 17.81 | 18.21 | .40 |
| 06D | ROUTE SCHEDULER | 22.47 | 22.87 | 23.27 | 23.67 | .40 |
| 07A | HEAD SECTY/ELEM. | 17.34 | 17.74 | 18.14 | 18.54 | .40 |
| 07B | LIAISON OFFICER & BUYER | 21.42 | 21.82 | 22.22 | 22.62 | .40 |
| 07C | PROGRAMMER/ANALYST | 24.42 | 24.82 | 25.22 | 25.62 | .40 |
| 08A | PLANT TECH. ENG. A.V. TECHNICIAN HARDWARE ASSISTANT SOFTWARE ASSISTANT LIBRARY AUTOMATION TECH. | 18.10 | 18.50 | 18.90 | 19.30 | .40 |
| 9 | SCHOOL OFFICER SUPERVISOR | 19.70 | 20.10 | 20.50 | 20.90 | .40 |