

COLLECTIVE AGREEMENT

SOURCE	Board		
EFF.	94	09	01
TERM.	96	03	31
No. OF EMPLOYEES	414		
NOMBRE D'EMPLOYES	414		

between

METROPOLITAN SEPARATE SCHOOL BOARD

and

CANADIAN UNION *of* PUBLIC EMPLOYEES LOCAL 1328

affecting

SCHOOL BASED EDUCATIONAL SUPPORT STAFF

SEPTEMBER 1, 1994 - MARCH 31, 1996

JUN 12 1995

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08412(03)

THIS AGREEMENT made the 20th day of September 1994

B E T W E E N :

METROPOLITAN SEPARATE SCHOOL BOARD

(hereinafter called the "Board")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1328

(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1

RECOGNITION

- 1.01(a) The Board recognizes the Union as the exclusive collective bargaining agent for the school based educational support staff employed by the Board in Metropolitan Toronto save and except supervisors, persons above the rank of supervisor and persons regularly employed for not more than 24 hours per week.
- 1.01(b) Notwithstanding 1.01(a), the Board recognizes the Union as the exclusive bargaining agent for all regularly employed part-time education assistants, except individuals employed for substitute or temporary assignments, and individuals employed as lunchtime supervisors, student supervisors, baby-sitters or similar classifications of jobs.
- 1.02 The term "education assistant" shall mean an employee who possesses the required qualifications as determined by the Board and who is assigned by the Board to a certain school and/or program to work under the direction of the principal to assist teachers in the education of students.
- 1.03 (a) The term "child and youth worker" shall mean an employee who possesses the qualifications hereinafter set out and who is assigned by the Board to provide support services to students or groups of students with one or more exceptionalities.
- (b) The qualifications referred to in (a) above shall consist of a diploma in Child Care Work granted by a Community College or other recognized post-secondary institution acceptable to the Board.

- 1.04 The term "health care assistant" shall mean an employee who holds a Registered Nurse Degree or Diploma, a Registered Nurse's Assistant Certificate or a Health Care Aide Certificate valid in Ontario and who is employed to provide services to students who have severe medical/health needs.
- 1.05 The term "lifeguard/instructor" shall mean an employee who is certified as a lifeguard and who continues to hold the required certification and who is assigned to a school, to work under the direction of the principal, as a lifeguard and to assist swimming instructors/teachers and other teachers in the education of students.
- 1.06 The term "sign language interpreter" shall mean an employee who has the required qualifications as determined by the Board, and who is assigned to a school, to work under the direction of the principal, as a communicator between the teacher and deaf/hard of hearing students, both in the classroom and during extra-curricular activities, and other duties as assigned by the principal.
- 1.07 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.
- 1.08 Unless explicitly stated to the contrary in an article or clause, the term "days" or "working days" shall mean a day, when employees are expected to work, but excluding Saturday, Sunday and specified holidays recognized in this Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive function of the Board to:

- (i) maintain order, discipline and efficiency;
- (ii) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend, or otherwise discipline employees for just cause, subject to the provisions of this Agreement;
- (iii) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; AND
- (iv) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.

2.02 The Union also acknowledges that all managerial rights, powers and authority of the Board shall be reserved to it except to the extent herein expressly limited and that the provisions of this Agreement are subject to the occupational requirements of the Roman Catholic Separate Schools with respect to creed, in accordance with the British North America Act, section 93.

ARTICLE 3

NO UNION ACTIVITY OR DISCRIMINATION

- 3.01 There shall be no solicitations of membership in any union or collection of union dues, assessments or fines or any union activity on any premises of the Board except as expressly permitted.
- 3.02 There shall be no discrimination by the Board or the Union or the Local Union or any employee against any employee because of membership or non-membership in any lawful union or lawful activity therein, or because of an individual's race, colour, sex, nationality, ancestry, place of origin or political affiliation.

ARTICLE 4

NO CESSATION OF WORK

4.01 Neither the Union, the Local Union nor any employees, shall take part in or call or encourage any strike, sit-down, slowdown, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Union and the Local Union, through its officers, representatives and stewards, will instruct the employees involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the employees. "Lockout" shall be as defined in The Labour Relations Act of Ontario.

Notwithstanding the foregoing, employees may strike and the Employer may lock out employees in accordance with the provisions of The Labour Relations Act of Ontario.

ARTICLE 5

UNION SECURITY

- 5.01 The Board shall deduct from each pay cheque in each month of every employee who is presently a member of the Union and of every new employee hired after May 10, 1976, who has completed three (3) months from the employee's date of last hiring, a sum equal to the monthly dues as determined by the Local Union's constitution. The Board shall remit such deductions to the Treasurer of the Local Union with an average of such dues deductions and an average of the monthly salaries from which such dues are deducted together with a list of names of the employees from whom such deductions were made, prior to the 25th day of the month in which the deductions were made.
- 5.02 The Board shall supply the Local Union, each May and November with an up-to-date list of the names, addresses and phone numbers then on file for each employee, unless the employee objects.

ARTICLE 6

UNION REPRESENTATION

- 6.01 The Local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than four (4) employees, at least one of whom shall be an education assistant and one of whom shall be a child and youth worker. Such committee, together with the President of the Local Union, shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement. **The National Representative may form part of the committee, if the Local Union so desires.**
- 6.02 The Local Union may also **appoint** or otherwise select four (4) stewards one of whom **may** be designated as the Chief Steward as follows:
- one (1) steward to represent employees engaged in North York,
 - one (1) steward to represent employees engaged in Toronto,
 - one (1) steward to represent **employees engaged in Etobicoke and York, and**
 - one (1) steward to represent employees engaged in Scarborough and East York.
- 6.03 A steward's function shall be to assist **an employee in the preparation and presentation of grievances. A steward, with the prior permission of the employee's principal (such permission not to be unreasonably withheld), shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances. Until such time as the Board believes the privilege of such time off is being abused, stewards shall suffer no loss in pay for any portion of their regularly scheduled work-time spent with such permission in servicing grievances.**
- 6.04 Members of the bargaining committee, for any portion of their regularly scheduled work-time spent with the permission of the Board in attending negotiation meetings, shall suffer no **loss in pay.** The Local Union shall notify the Board in writing of the names of its officers, stewards (indicating which is the Chief Steward) and members of the bargaining committee and of any changes therein from time to time.

- 6.05 The Local Union may elect, at any time, to have the assistance of representatives of the Union when dealing with matters affecting this Collective Agreement.
- 6.06 The Board shall arrange with one of the stewards at the Catholic Education Centre to speak to each new employee for not more than 20 minutes during the orientation period without **loss** of pay for the purpose of acquainting the new employee about membership in the Union and the employee's responsibilities and obligations to the Board and to the Union.

ARTICLE 7 ·

GRIEVANCE PROCEDURE AND ARBITRATION

- 7.01 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 undue delay shall be made in the following manner.
- 7.02 Stage One - An aggrieved employee shall first submit representations either orally or in writing to the employee's immediate supervisor, who is the school principal for an employee assigned to a school, either directly or through the appropriate steward. Any such grievance shall be presented within 10 days of the time when it arose and the supervisor shall respond within five (5) days after the formal representation.
- 7.03 Stage Two - If a decision satisfactory to the employee is not given or no decision is given at Stage One, then such employee may within 5 days after the decision of the supervisor has been given or should have been given, present representations either directly or through the appropriate steward to the Superintendent of Education, Personnel or other delegate. Such official shall give an oral decision within 5 days after the formal representation.
- 7.04 Stage Three - If a decision satisfactory to the employee is not given or no decision is given at Stage Two, then such employee accompanied by a steward may within 5 days after the oral decision of the Superintendent of Education, Personnel or other delegate has been given or should have been given, present representations in writing to the Superintendent of Education, Personnel or other representative designated by the Board from time to time. Such representations shall state the nature of the grievance, the remedy sought and the provisions of the Agreement upon which the grievance is based. Failure to state one or more provisions of the Agreement shall not prejudice the right of the employee or of the Union to rely on any other provisions of the Agreement. Such official or other designate shall notify the employee and the steward of the time and place at which they will meet to discuss

and consider the written representations. Such meeting shall be held within 5 days from the date upon which such official received the written representations. Such official shall give a decision in writing within 5 days after such meeting.

- 7.05 Stage Four - If a decision satisfactory to such Employee is not given or no decisions given at Stage Three, then such employee accompanied by a steward may within 5 days after the decision of the Superintendent of Education, Personnel or other designate has been given or should have been given, submit the written representations made at Stage Three to the Deputy Director of Education, Human Resources. The Deputy Director of Education, Human Resources, or other designate shall notify the employee and the Local Union of the time and place at which the Board's Grievance Committee will meet to discuss and consider such representations and the decision at Stage Three. Such meeting shall be held within 10 days from the date upon which such official representations were received. At the request of either party, a national representative of the Union may be present. The decision of such Grievance Committee will be given to the Local Union in writing within 10 days after such meeting.
- 7.06 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. A meeting for the purposes of such discussion shall be held within 15 days from the date when the policy difference was submitted. At the request of either party a national representative of the Union shall be present at such meeting. If the parties are unable to settle such policy difference within 10 days from such discussion then the party to whom the said notice was delivered shall reply to such policy difference within 10 days from such discussion.
- 7.07 Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any of the employee's personal problems (other than one which could be presented as a grievance hereunder) to any official of the Board.

- 7.08 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 15 days from the date when the decision of the Board at Stage Four was or should have been given or, in the case of a policy difference, within 15 days from the date when the written reply to the submission was or should have been delivered. The Board and the Local Union shall each appoint one arbitrator within 7 days from the receipt of the notice and the two arbitrators so appointed shall appoint a third who shall be the chairperson. No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.
- 7.09 If the parties fail to agree upon a chairperson within 5 days, either party may request the Office of Arbitration of the Ministry of Labour to choose the chairperson. 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 chairperson 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.
- 7.10 In any arbitration the written representations of the employee made at Stage Three 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.
- 7.11 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.
- 7.12(a) Witness fees and allowances shall be paid by the party calling the witness.

- (b) Each party shall pay one-half of the fees and out-of-pocket expenses of the chairperson and those of its own appointee.
- 7.13 If any party disagrees with the other as to the meaning or application of the decision, it may apply to the chairperson of the board of arbitrators within 10 days from the issue of the decision with a request that the chairperson reconvene the board to clarify the decision, and for such purpose the board may be reconvened and issue a clarification of its decision.
- 7.14 The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized herein and may be extended by mutual consent of the parties.
- 7.15 Should any grievance arise between the Board and any employee or any direct difference between the Board and the Union or Local Union, or should any employee believe that the employee's discharge is in violation of this Agreement and should any party desire to take advantage of the procedure provided for in this Article, each step in such procedure (including any reference to arbitration) required to effect a satisfactory disposition of the matter shall be taken by such party within the time limited above set forth or the matter shall be deemed to have been abandoned.

ARTICLE 8

DISCHARGE AND DISCIPLINARY PROCEDURES

- 8.01 A claim by an employee that the employee has been unjustly discharged or suspended will be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of Education, Personnel within five days after the occurrence of the matter which is the subject of the grievance.
- 8.02 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Stage Three.
- a 03 If the Board censures an employee in such a manner as to indicate that a repetition of any offence or failure to perform may lead to the employee's discharge, it shall prepare a written memorandum thereof and give a copy thereof to the employee and to the Recording Secretary of the Local Union.
- 8.04 At the written request of an employee, the Board shall, within 5 days, allow the employee to inspect the employee's personnel file with prior arrangement made with the Superintendent of Education, Personnel or designate. Such inspection may be made up to twice a year and shall be in the presence of such Superintendent or designate. The employee's response to anything contained in such file shall become a part of such file, provided such response is made within five (5) days from the date when the employee inspected the file. The employee's personnel file shall be defined herein as such file containing the employee's official work record including all references to performance, evaluation, and discipline.
- 8 05 Where the Board issues an adverse report concerning an employee, such employee may, if the employee acknowledges receipt of a copy of such report, file a reply thereto with the Board within ten (10) days from such receipt and such reply shall become a part of the employee's file.

Where an employee has a clear record for three (3) years following a threat of discharge, for one (1) year following a suspension or a written or oral warning, the employee's prior record will not be used against the employee in any subsequent discipline, the corresponding documents will be removed from the file. However, if the incident has a direct impact on the employee's relationship with students, the Board may retain the record for five (5) years.

- 8.06 In the event that the Board intends to suspend an employee for more than part of a day or to discharge the employee, the employee's immediate supervisor, or designate of the Board shall inform such employee that a steward may be present. Failure to so inform the employee shall not affect the validity of the suspension or discharge.

ARTICLE 9

SENIORITY

- 9.01(a) For the purpose of this Agreement an employee's seniority 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 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, up to but not exceeding a maximum of two years of continuous absence from work;
 - (iii) any authorized leave of absence, **up** to but not exceeding a maximum of two years of continuous absence from the Board; and
 - (iv) any period of secondment to another organization authorized by the Board.
- (b) "Service" or "continuous service" shall be determined by the length of actual service with the Board and shall not include any period of time while the employee is absent from work because of:
- (i) leave of absence in excess of thirty (30) consecutive days;
 - (ii) layoff;
 - (iii) strike or lockout; OR
 - (iv) illness or accident, unless covered by Workers' Compensation, sick leave with pay or L.T.D., in excess of thirty (30) consecutive days.
- 9.02(a) 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.
- (b) An employee who is rehired by the Board within 6 months of termination shall be deemed to have the seniority the employee had at the date of such termination.

- (c) **An** employee with continuous service with the Board who has returned to the bargaining unit shall be deemed to have a length of seniority equal to that which the employee had accumulated at the time the employee was last appointed to a position outside the bargaining unit and after six months in the bargaining unit seniority shall be determined as if the service had been entirely in the bargaining unit.
- 9.03 A loss of seniority shall be deemed to have occurred if an individual employed by the Board
- (i) quits;
 - (ii) is discharged and is not reinstated by reason of the grievance procedure; OR
 - (iii) is laid off beyond the period during which the employee was entitled to be recalled.
- 9.04 Seniority lists shall be posted annually by the Board by January 30, and a copy thereof shall be sent to the Recording Secretary of the Local Union. Such list shall contain the work location and job classification of each employee. The Personnel Department shall also notify the President and Recording Secretary of the Local Union of all hirings (including the work location and job classification of each new employee), lay-offs, transfers, secondments, completion of probation and terminations of employment within two (2) weeks of reporting such actions to the Board and of receiving Board approval where required.
- 9.05 Lay-Off and Recall
- In all cases of lay-offs due to a reduction in work force (other than lay-offs of a temporary nature, i.e. two weeks or less) employees shall be laid off within their job classification in reverse order of their seniority ranking, provided that the Board may retain sufficient employees who possess the necessary qualifications, ability, knowledge and skill to perform the jobs available.
- In all cases of recall after lay-off, employees shall be recalled within their job classification in accordance with their seniority ranking, provided that they must have the necessary qualifications, ability, knowledge and skill to perform the jobs available.

9.06 An employee with seniority who is laid off shall retain seniority and right of recall for the following period of months if the employee has the length of continuous service set out below:

<u>Period of Months</u>	<u>Service in Years</u>
12	up to 2
24	more than 2

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.

9.07 Without the employee's consent, no employee shall be appointed to a position the result of which the employee is no longer a member of the bargaining unit covered by this Agreement.

9.08 **An** employee assigned to a position shall not have their duties and responsibilities significantly altered without prior discussion between the employee and the Board.

ARTICLE 10

PERIOD OF WORK

- 10.01(a) In consideration of the salary set out in clause 13.01, employees shall work those days determined by the Ministry of Education and the Board to be "school days" as that term is used in The Education Act. The hours of work on such school days shall be six (6) hours per day, exclusive of a lunch period for all employees except sign language interpreters and instructional assistants at Mary Ward Catholic Secondary School whose hours of work shall be seven (7) hours per day exclusive of lunch period. Such hours shall normally be worked between the period 8:00 a.m. to 4:30 p.m. as determined by the principal, who will consider any preference expressed by an employee.
- (b) It is understood and agreed that education assistants and lifeguards/instructors may be requested from time to time to attend meetings called by their respective principals or the Board and to perform certain extra-curricular activities, and that if an employee agrees to such requests, no additional salary or overtime shall be paid.
- (c) It is a part of the duties of child/youth workers, health care assistants and sign language interpreters to attend meetings at the request of the principal in order to provide information regarding the support services provided to a student or a group of students. It is understood that such duties, while they may from time to time take place outside the normal school day, are covered by the salary set out in clause 13.01.
- 10.02 Each employee will be permitted a 15 minute rest period in each half day of the employee's scheduled hours of work to be taken at times scheduled by the employee's principal.
- 10.03 In the event that an employee is required to travel between locations on a regular basis, the Board shall arrange the employee's assignment between 8:30 AM and 4:30 PM to provide a minimum amount of unpaid time equal to thirty (30) minutes for a lunch break and the average time required to travel between the locations.

ARTICLE 11

SPECIFIED HOLIDAYS

11.01 For the purposes of this article the following shall be specified as holidays under this Agreement and "holiday" means:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Thanksgiving Day
Christmas Day
Boxing Day

and the half day immediately before Christmas Day and the half day immediately before New Year's Day, unless any such days are school days, 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 and any named holiday added to The Education Act of Ontario or to its regulations and enjoyed by the Board's students.

If the Board determines that where a holiday falls on a non-working day that a working day not later than the next annual vacation of the employee shall be the 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.

It is understood that since the employees are not required to work during the months of July and August, they are not entitled to receive any holiday pay for Canada Day, Simcoe Day or Labour Day.

ARTICLE 12

VACATIONS

12.01(a) An employee shall be entitled to vacation with pay at the employee's regular rate of pay as follows:

<u>Length of continuous service as at June 30</u>		<u>Length of vacation or pay in lieu thereof</u>
Less than one year	-	one day for each month of service up to a maximum of 10 days
one year or over	-	15 days
nine years	-	20 days
seventeen years	-	25 days
twenty-three years	-	26 days
twenty-four years	-	27 days
twenty-five years	-	28 days
twenty-six years	-	29 days
twenty-seven years	-	30 days

provided that in no case shall any employee receive less than the amount to which an individual is entitled under The Employment Standards Act.

- (b) In the event of any leave of absence without pay, excluding leave because of a Workers' Compensation claim, or statutory pregnancy and/or parental leave in excess of fifteen (15) consecutive working days in a vacation year, the paid vacation will be prorated to reflect the days paid during the time period on which the earned vacation is based.
- (c) In the event of a leave of absence because of a Workers' Compensation claim, the employee will continue to accumulate vacation entitlement during the leave for up to one (1) year from the time such leave began. There shall be no vacation entitlement for an employee for the period of time on leave in excess of one (1) year.

- 2.02 Employees shall take any vacation with pay to which they are entitled by clause 12.01 above during firstly, the Christmas Break and secondly, the mid-winter break. Employees shall receive the remainder of any vacation pay to which they may be entitled with the last pay of the school year.
- 2.03 If an employee's service with the Board is terminated other than on the last school day in June, the vacation for which he/she **would** otherwise be entitled will be prorated and rounded to the nearest day. The adjustment will be made with the last pay.

ARTICLE 13

SALARY RANGES AND ADJUSTMENTS

13.01(a) Employees shall be paid a weekly salary as set out below, commencing with the first or second Friday after the first day of school and shall continue to be paid on the Friday of every second week thereafter with the last pay on the Friday pay cycle following the last school day in June.

(i) education assistants

Years of Recognized Experience	Effective Sept. 1/92	Effective Sept. 1/93
0	476.56	485.85
1	495.76	505.43
2	514.95	525.00
3	534.19	544.61
4	553.14	563.93

(ii) child & youth workers hired on or before
February 21, 1990

Years of Recognized Experience	Effective Sept. 1/92	Effective Sept. 1/93
0	610.53	622.43
1	644.59	657.16
2	678.71	691.94
3	712.76	726.66
4	746.86	761.42

(iii) job coach, child & youth workers hired after February 21,
1990

Years of Recognized Experience	Effective Sept. 1/92	Effective Sept. 1/93
0	565.93	576.96
1	595.72	607.34
2	627.08	639.30
3	660.08	672.95
4	694.81	708.36

(iv) health care assistants hired on or before February 21, 1990

Years of Recognized Experience	Effective Sept. 1/92	Effective Sept. 1/93
0	610.53	622.43
1	644.59	657.16
2	678.71	691.94
3	712.76	726.66
4	746.86	761.42

(v) health care assistants hired after February 21, 1990

Years of Recognized Experience	Effective Sept. 1/92	Effective Sept. 1/93
0	514.66	524.70
1	541.76	552.32
2	570.27	581.39
3	600.28	611.99
4	631.86	644.18

(vi) sign language interpreters

Years of Recognized Experience	Effective Sept. 1/92	*	Effective Sept. 1/93
0	610.53	712.49	726.38
1	644.59	752.24	766.91
2	678.71	792.05	807.50
3	712.76	831.79	848.01
4	746.86	871.58	888.58

* Effective first of month following ratification of 1992 - 1994 collective agreement.

(vii) lifeguards/instructors

Years of Recognized Experience	Effective Sept. 1/92	Effective Sept. 1/93
0	476.56	485.a5
1	495.76	505.43
2	514.95	525.00
3 - 4	534.19	544.61
5 & over	553.14	563.93

(viii) instructional assistants

Years of Recognized Experience	Effective Sept. 1/92	Effective Sept. 1/93
0		566.83
1		589.67
2		612.50
3		635.38
4		657.92

- (b) The Board agrees to continue separate pay scales for child and youth workers, and health care assistants, who were hired on or before February 21, 1990. The Board shall keep these pay scales until December 31, 1995.
- (c) The child and youth worker and health care assistant jobs shall be re-evaluated prior to December 31, 1995 using the same process and job evaluation system as for pay equity.
- (d) The Board will be deemed to have met its obligations under clause 13.01(c) if a general review of job classifications is undertaken as part of pay equity maintenance or as a result of new legislation.
- (e) When the pay scales referred to in clause 13.01(b) end on December 31, 1995, the remaining incumbents shall be paid the appropriate rate according to the Collective Agreement in effect on January 1, 1996; however, the Board shall not implement this clause until it has met its obligations under clause 13.01(c). In such case, the pay scales referred to in clause 13.01(b) shall continue until the Board has met its obligations under clause 13.01(c).

13.02 **An** employee who works less than a full week shall have the week's salary prorated accordingly.

13.03 Each employee will be permitted a 15 minute rest period in each half day of the employee's scheduled hours of work to be taken at times scheduled by the employee's principal.

13.04 (a) As of September 1 each year, and for the purpose of this Article only, all permanent employees will be deemed to have acquired an additional year of experience.

(b) Probationary employees who complete their probationary period on or before February 1 will be deemed to have acquired an additional year of experience and placed on the scale accordingly on the day next following the completion of the probationary period.

(c) The Board may, at its discretion, give credit for related experience by advancing a newly-hired employee on the salary grid. Such credit may be granted up to three (3) years.

- 13.05 An employee who is promoted to a job classification in a higher grade shall receive immediately as salary the salary determined by:
- (i) ascertaining the salary paid in such higher grade that is the same or immediately higher than the employee's existing salary, and
 - (ii) adding thereto the amount of the increment paid at the next higher step of such grade. Such increase shall be in addition to any normal increment to which the employee is entitled.

If the date of such promotion coincides with the date of granting of the annual increment, the salary adjustment for such promotion shall be made first and be followed by the normal increment if the resulting amount does not exceed the maximum for the job classification.

- 13.06(a) In the event that the Board intends to implement a new job classification, it shall fix the salary range therefore at a range which it considers to be in line with present ranges in effect under this Agreement on the date when fixed. The Board shall notify the Local Union in writing of such intention, the salary range so fixed and the date of implementation of such new classification, which such date be no earlier than thirty (30) days after the date of such notice.
- (b) If the Local Union believes that the range fixed for such new classification is not in line with such present ranges then it may discuss such new range with a representative of the Board if a request is made to the Assistant Superintendent or Education, Personnel within fifteen (15) days of such notice. If, within fifteen (15) days of initiating the discussion of the new range, the parties cannot agree the Local Union may submit the dispute to arbitration in accordance with clause 7.08.
 - (c) In its submission to the board of arbitration, the Local Union shall state the range it proposes for the classification and why it believes the Board's new range is out of line with present ranges. If the board of arbitration is satisfied that the new range is out of line then it may set the range at such range as it deems appropriate but in no event higher than the range proposed by the Local Union.

If the board of arbitration should set a range the minimum of which is higher than that of the range set initially by the Board, then an employee who has been paid less than the minimum range set by the board of arbitration shall be awarded the difference between the rate the employee was being paid and the minimum of the range set by the board of arbitration for all hours worked at such rate commencing with the day upon which the employee commenced to work in such new classification.

- 1) Notwithstanding any discussions with the Local Union concerning the new range or any submission to arbitration, the Board may proceed to install an employee in such new classification on or after the date specified in the notice to the Local Union.

ARTICLE 14

WELFARE BENEFITS

- 14.01 The Board will contribute on behalf of employees, the requirements of the basic plan of the Ontario Municipal Employees Retirement System. In addition the Board shall make available to all employees Supplementary One of the above plan and shall make all necessary contributions.
- 14.02 The Board shall pay 100% of the premium in effect on and September 1, 1993.
- for participation by an employee (and any dependents) who has completed three months of the probationary period and who is not covered by the employee's spouse's coverage in the following:
- (i) Extended Health Care Plan \$10.00 - \$20.00 deductible and, a rider providing \$150.00 every two years for eye care.
 - (ii) Group Life (3 times wages and a paid up life policy of \$5,000.00 on normal retirement).
- 14.03 The Employer shall continue the Dental Care Plan with Riders 1 and 2 based on the 1992 (1993, effective January 1, 1994) Ontario Dental Association Tariff and shall pay 85% of the premium therefor for any employees (and any dependents) who have completed three months of the probationary period, and who is not covered by spouse's coverage.
- 14.04 The Board shall have the right to determine the carrier for any of the benefit plans covered in sections 14.02, 14.03 and 14.07 provided that any new plan is equal or better in every respect to the provisions of the existing plan. The Board shall meet and discuss with the Union any plan changes before they are implemented.

- 14.05 The initial twelve (12) days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illnesses. Any additional accumulation beyond twelve (12) days may be used either for personal illness or for other leaves of absence as defined in the Collective Agreement.
- 14.06 Any Unemployment Insurance Commission rebate to which the employees may be entitled shall continue to be applied by the Board toward its costs of the benefits supplied in accordance with sections **14.02** and **14.03** hereof.
- 14.07 The Board shall continue the Long Term Disability plan in which all eligible employees are required to participate, and shall pay **75%** of the premiums.

ARTICLE 15

SICK LEAVE PLAN

- 15.01 The plan for sick leave and retirement gratuity appended shall be available to the employees.
- 15.02 The Sick Leave Plan referred to in 15.01 is amended as follows:
- (i) Employees who are on any leave without pay in excess of fifteen (15) consecutive days except during statutory pregnancy and/or parental leave shall have sick leave for which they may be entitled prorated to reflect the days for which they were paid by the Board.
 - (ii) A probationary employee will have a maximum **number** of twelve (12) sick leave credits available during the regular probationary period. The number will be prorated if the actual time required to work during the probationary period is other than six (6) months. Any unused sick leave credits, at the end of the probationary period, will be available to the employee in accordance with the Sick Leave Plan.
- 15.03 If during 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 physician's 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 had accumulated sick leave credits, and shall be permitted to take such portion of vacation for which the employee **was** so incapacitated at a later time acceptable to the employee and to the Board.

ARTICLE 16

LEAVES OF ABSENCE

General

- 16.01(a) Leaves of absence without pay, unless explicitly stated to the contrary in another clause or Article, are granted with the following conditions:
- (i) the Board shall not be required to pay benefits during the leave;
 - (ii) no credits will be made to the sick leave plan during the leave unless provided by 15.02; however, any sick leave credits credited or accumulated prior to such leave, shall be available on resumption of employment with the Board; and
 - (iii) vacation entitlement will be prorated in accordance with 12.01(b) and 12.01(c).
- (b) If the leave of absence without pay, including any extension to the initial leave, is fifteen (15) working days or less, the Board will continue to pay its share of the health and life insurance plans unless prohibited by the carrier.
- (c) **An** employee who is on any leave without pay in excess of fifteen (15) working days may, to the extent permitted by the carriers thereof, continue to be covered by the Board's health and life insurance plans, if the employee pays the total cost of the premiums therefor.
- 16.02(a) If an employee is absent from work due to illness or accident for a period of time extending beyond the end of the school year, or if such absence is contemplated to extend beyond the end of the school year, the Board may fill the employee's last position through the transfer process.
- (b) If an employee returns to work from sick leave or leave of absence (including Workers' Compensation) and the last position which the employee held has been filled by another employee, the employee shall be given preference in the same manner as a redundant employee.

Union Business

- 16.03 An employee who is elected or appointed for a full-time position with the Union shall be granted a leave of absence without pay for a period of up to two (2) years, provided however, that the return from such leave will coincide with commencement of a school term. Such leave may be extended by the Board.
- 16.04 Upon written request by the Local Union to the Board given at least ten (10) days in advance, the Board will grant leaves of absence without pay, if such leaves do not unduly interfere with the Board's operations, to employees to attend Union conventions or seminars provided:
- (i) such leaves do not exceed an aggregate of twenty-five (25) workdays in any calendar year provided the Director of Education may, at the request of the Local Union, grant an additional five (5) workdays in any calendar year;
 - (ii) no more than five (5) employees are absent on such leaves at any one (1) time and no more than one (1) employee is absent from the same department or school; AND
 - (iii) no employee is entitled to more than ten (10) such days off in any one calendar year.

Compassionate Leave

- 16.05(a) The Board shall grant to an employee requiring leave by reason of a death in the employee's immediate family (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandchild or grandparent: up to five (5) working days without loss in pay, for the purpose of attending the funeral.
- (b) The Board shall grant an employee a leave of absence of up to two (2) days with pay to enable the employee to attend the funeral of an uncle, aunt, brother-in-law, son-in-law, daughter-in-law, sister-in-law or grandparent-in-law of the employee.
- (c) When by reason of the death of a relative referred to in (a) or (b) an employee who requires additional time to that granted under (a) or (b) the Board, in its discretion, may allow additional time off with pay to be deducted from the employee's accumulated sick leave.

16.06 The Board may grant one (1) day's leave without loss in pay to attend a funeral as a pallbearer or mourner.

Pregnancy/Parental Leave

16.07 Upon request, employees shall be granted pregnancy and or parental leave without pay in accordance with the Employment Standards Act.

(a) Upon request, employees shall be granted pregnancy and/or parental leave without pay in accordance with the Employment Standards Act.

(b) Upon application by the employee granted a pregnancy and/or parental leave, the Board shall continue to pay its share of those benefit plans which the employee already enjoys, in accordance with the Employment Standards Act.

(c) An employee taking a pregnancy and/or parental leave who is subject to a waiting period of at least two weeks before receiving U.I. benefits, shall receive a Supplemental Unemployment Benefits (SUB) payment as described in Appendix B, upon appropriate verification to the Board. This payment shall be the same amount as the employee receives in U.I. benefits for a two week period.

(d) Employees who take leaves in accordance with the Employment Standards Act, shall return to the same school and/or assignment. For those taking an extended leave, every effort will be made to place them in the same family of schools or administrative area in accordance with clause 22.13.

Personal Leave

16.08(a) Urgent personal business is business affecting one's personal affairs which must be conducted and which cannot be scheduled outside regular hours of work.

(b) If such leave is for urgent personal business and is recommended by the Superintendent of Education in whose jurisdiction the employee is located, and approved by the Superintendent of Education, the employee may elect to have deducted from any sick leave credits up to two (2) days per calendar year with no loss in pay resulting therefrom or to take such leave without pay.

- 16.09 Where an employee is unable to arrange for anyone other than the employee to care for a member of the employee's immediate family [as defined in section 16.05(a)] who is seriously ill, such employee may, with the permission of the principal, use up to a maximum of five (5) accumulated sick leave days, if any, per illness, to care for such member. On request, the employee shall furnish acceptable evidence of such illness.
- 16.10(a) **An** employee may be granted a leave of absence for personal reasons (including a leave to attend an accredited education institution) other than illness or accident without pay if the completed application therefor is approved by the appropriate official of the Board. Such application should be sent to the Superintendent of Education in whose jurisdiction the employee is located, at least fifteen (15) days prior to the requested leave, provided that in unusual circumstances the Board may waive such fifteen (15) day requirement.
- (b) If the employee returns to work within thirty (30) days from the commencement of such leave, the employee shall return to the position with the same classification and shall be entitled to any salary adjustments to which the employee would have been entitled if the employee had not been absent on leave.
- (c) A vacancy arising out of a leave of absence for personal reasons as in Article 16.10(a) may be permanently filled in accordance with Article 17 provided such leave is in excess of thirty (30) days.
- (d) **An** employee returning from a leave of absence for personal reasons in excess of thirty (30) days shall,
- (i) return to work in accordance with Article 16.10(b) if the employee's position was not posted to be filled on a permanent basis; or
- (ii) shall be considered redundant in the event the employee's position was permanently filled during the absence, in which case Article 17.06 will apply.

Workers' Compensation

- 16.11(a) While an employee is entitled to payment from the Workers' Compensation Board, the following shall apply:

- (i) any employee entitled to Workers' Compensation benefits shall be regarded as being on a leave of absence beginning on the first day for which such benefits are received. Such leave shall be granted initially to the end of the school year or for a period of time not exceeding one (1) year and upon request(s) shall be extended from time to time for up to, but not exceeding, two (2) full years from the date at which the leave began or the date on which a permanent pension is granted, whichever comes first;
 - (ii) during such leave, the payment will be 90% of the employee's regular salary;
 - (iii) the employee will direct all Workers' Compensation payments to the Board; and
 - (iv) the Board may use sick leave credits to which such employee is entitled, pending the decision of the Workers' Compensation Board to provide the 90% salary. Following the decision of the Workers' Compensation Board to grant payment of benefits, the Board shall reinstate the sick leave credits which have been utilized.
- (b) The Board shall continue to pay its share of the premiums required to be paid under Article 14 for employees who are in receipt of compensation other than for permanent disability or pension from the Workers' Compensation Board for a period of two years.
 - (c) In the event the employee is capable of returning to work, he/she shall be given preference, in the same manner as a redundant employee, to any available position for which he/she is qualified.

Long Term Disability

- 16.12 Any employee receiving LTD benefits shall request a leave of absence without pay to commence coincident with the payment of the LTD benefits. Such leave shall be granted initially for the balance of the school year, and upon request(s) shall be extended from time to time for up to two (2) full years from the date at which the leave began.

Other

- 16.13 (a) **An** employee who is quarantined, called for jury duty or is subpoenaed as a witness in a matter in which the employee is not a party or not the accused and who as a result thereof loses time from work shall receive the employee's salary for each day so lost. In the case of jury duty or subpoena the Board may require the employee to furnish a certificate of service signed by the Clerk of the Court before making such payment.
- (b) If an employee is charged with a criminal or quasicriminal offence and is not found guilty of the offence or any other offence, or if the charge is withdrawn, such employee shall be entitled to draw on accumulated sick leave credits for the number of days that the employee was absent from work because of attendance at Court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the employee has the option of electing to be tried in night court.
- 16.14 (a) During the school year, provided the Board designates at least one (1) day as a Board-wide professional development day, it is the Board's intention to organize for one of such days a program related to the functions of all employees covered by this collective agreement. Suggestions from employees and/or from the Local Union for possible activities to take place during such program will be welcomed.
- (b) If the Board does not designate a day as a Board-wide professional development day, it will nevertheless attempt to give each employee an opportunity to participate in one (1) professional development day per school year for all employees covered by this collective agreement.

ARTICLE 17

TRANSFER REQUESTS

- 17.01 Transfer **request** forms will be available in the schools by March 1. All employees covered by this Collective Agreement wishing to transfer to another position effective September 1, shall complete the form provided and submit it to the Personnel Department. Transfer requests will be received until September 1. Every attempt will be made to add the applicant's name to the transfer list within 5 days of having been received in the Personnel Department.
- 17.02 The name of any employee who requests a transfer will, with the consent of the employee, be placed on a list to be distributed to all employees. Revised and up-dated lists will be distributed on or about April 15, May 15, June 15, August 15 and September 15.
- 17.03 The Personnel Department will compile lists of positions which are known to be vacant or newly created. Revised and up-dated lists of available positions will be distributed on or about April 15, May 15, June 15, August 15 and September 15.
- 17.04 When filling a vacant position which arises between April 1 and September 30, the Board shall give reasonable consideration to transfer requests which have been listed at the time the position is being filled in determining which employee is to be selected:
- (i) relative seniority of the applicants, and
 - (ii) the ability, knowledge, training and skill of the applicant to do the job.
- If the best interests of the student or students, having considered their placement within the school organization, can be equally served by all of the applicants, then the applicant with the most seniority will be awarded the position.
- 17.05(a) All employees who have requested a transfer will be advised in writing regarding the status of their transfer as of July 15.

- (b) The transfer period will end on September 30 and all employees with outstanding requests will be advised.
- (c) Upon request of the employee concerned, the Board shall advise the unsuccessful applicant and/or the Union of the reason(s) for the transfer being denied.

17.06 **An** employee whose position has become redundant shall be given preference for placement in the available positions provided the employee has the necessary skills and qualifications.

17.07 **An** employee who has accepted a transfer shall not be eligible for further consideration within the same transfer period unless the employee's new position has been declared redundant.

17.08 In order to implement the provisions of the transfer process, the Board may place temporary employees in vacant or newly created positions pending the transfer of an employee under the provision of this article.

17.09 Notwithstanding the procedures outlined above, the Board **may** place or transfer any employee covered by this Collective Agreement at any time to meet the educational needs of its schools provided that affected employees are given at least 5 days notice. An employee so affected may use clause 17.06 as a redundant employee during the next transfer period.

17.10(a) **An** employee may apply to the Board to fill a vacancy in an occupational classification covered by the collective agreement made between the Board and the Union relating to the office, clerical and technical employees on the terms and conditions therein set out.

- (b) **An** employee covered by the Collective Agreement made between the Board and the Union relating to the office, clerical and technical employees may apply to fill a vacancy in an occupational classification in this Agreement on the terms and conditions herein set out.

An employee who transfers under this provision shall be paid the weekly salary of the new classification which is immediately higher than the employee's existing salary except that in no **case** shall the weekly salary exceed the maximum provided in this Agreement.

17.11(a) An employee who has been promoted or placed in a new job classification shall be placed on trial for a period of ninety (90) calendar days. Notwithstanding clause 2.01(b), an employee so placed may be demoted or returned to the employee's former classification at any time during the trial period if the employee is unable to perform adequately all the functions of the new position.

(b) **An** employee so affected will be returned to the employee's former job; however, if that job has already been filled the affected employee will be considered as an employee whose position has become redundant.

If no job in the same classification becomes available, or is likely to become available, prior to the expiry of the trial period, the affected employee will be returned to the former job and any other employee promoted or transferred as a direct result of the promotion or transfer of the first mentioned employee shall be returned to the employee's previous job at the rate therefor.

(c) **An** employee who has been promoted or placed in a new job classification and who, during the trial period, determines in consultation with the employee's superordinate that it is in the employee's best interest not to continue in the new job classification, then the employee may request to be placed in the former job classification utilizing the procedures of 17.11(b).

17.12 Wherever possible, an employee whose intention it is to terminate employment with the Board, or to retire at the end of the school year, shall so inform the Board, in writing, by May 15th.

ARTICLE 18

PROBATIONARY EMPLOYEES

- 18.01 A new employee shall be considered as a probationary employee for a period of 6 months from the time of first commencing to work for the Board. The probationary period may be extended by three months if the Board notifies the Local Union in writing of the intended extension at least one month before the end of the probationary period. The Local Union shall notify the Board in writing within 5 days of receipt of notice if it does not concur with such extension.
- 18.02 Notwithstanding other clauses in this Agreement a probationary employee may be dismissed, suspended or otherwise disciplined if the probationary employee is unable to perform adequately the functions of the position for which the probationary employee is hired or is otherwise unsuitable as an employee.
- 18.03 Notwithstanding other clauses in this Agreement, the benefits and privileges of seniority are not available to probationary employees.

ARTICLE 19

TEMPORARY EMPLOYEES

9.01 Individuals employed for temporary assignments are not included in this Collective Agreement.

ARTICLE 20

HUMAN RIGHTS

- 20.01 The Sexual Harrassment Policy and complaint procedure as established by the Board and as amended from time to time shall apply to all employees covered by this collective agreement.
- 20.02 The Board and all employees recognize that every employee has the right to freedom from assault in the workplace. The policy statements of the Board on Safe Schools Policy shall apply to all employees covered by this Collective Agreement.

ARTICLE 21

EMPLOYMENT OF THE HANDICAPPED

21.01 In the event that the Board wishes to employ a person or to arrange for the return to work of an employee who has a disability that constitutes a handicap (as defined in section 9(b) of the Human Rights Code) in the performance of any work to be done by such person or employee for the Board, the Board may, with the consent of the Local Union and the person or employee concerned or the parent or guardian thereof, enter into an arrangement which provides for a wage rate, benefits and/or hours of work less than those provided in this agreement. Such arrangement is to be reviewed at least once a year.

ARTICLE 22

MISCELLANEOUS

- 22.01 The Board shall provide bulletin boards accessible to the employees and upon which the Union shall have the right to post notices of meetings, seniority lists provided by the Board, and other notices approved by the Board.
- 22.02 All correspondence between the Board and the local Union arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Education, Personnel, to the President with copies to the Recording Secretary of the Local Union with copies to the Director of Education of the Board and the National Representative of CUPE assigned to the Local Union.
- 22.03 The Board will pay the cost of prior approved courses. **Any** funds granted to an employee for such purpose shall be in accordance with the following:
- (i) the applicant shall have a minimum of four (4) years experience with the Board;
 - (ii) applications shall be submitted in writing not later than June 30th to the Superintendent of Education, Personnel;
 - (iii) selection shall be made by a committee comprised of equal numbers of employees and the Board's administrative officials but not more than three (3) of each; AND
 - (iv) the committee shall make recommendations to the Director of Education taking into consideration the high quality of service of applicant and the relative length of service of the applicants.
- 22.04 The Board shall supply sufficient copies of this Agreement for all employees within the bargaining unit and to each new employee at the time of hiring. The Board shall also supply 25 copies of this Agreement to the Union.
- 22.05 The Board agrees to send a copy of the "Excerpts from the regular meetings of the Board" to each of the President, and Recording Secretary of the Local Union.

- 22.06(a) Employees shall not be required to use their own automobiles for Board business, except for travelling between locations, when the employees' regular assignment is in more than one location. The rates payable shall be as set out below, except that the minimum payable shall be a sum equivalent to the cost of two public transit fares per day, provided the distance by car is at least one (1) kilometre.
- (b) Employees who, with approval, use their cars (or other approved vehicles) in connection with the employees' work, shall be paid a travel allowance at the following rate:
- \$0.34 per kilometre for the first 5,000 kilometres in a calendar year, and
- \$0.27 per kilometre for subsequent kilometres travelled.
- (c) In the event that Revenue Canada increases the levels for non taxable kilometrage rates, the Board will increase the rate payable in 22.06(a) effective January 1, 1993 to the lesser of the amount established by Revenue Canada or \$0.36 per kilometre for the first 5,000 kilometres in a calendar year, and \$0.29 per kilometre for subsequent kilometres travelled.
- 22.07 The Board agrees that representatives of its management will meet the officers of the Local Union periodically, but not more often than quarterly, to discuss matters of mutual concern. The Local Union shall provide a proposed agenda with any request for such a meeting. When meetings are held during an employee's working hours, the employee shall not suffer any loss in pay.
- , 22.08 Employees may apply for Job Sharing under the following conditions:
- (i) employees must commit themselves to at least one (1) year of job sharing;
- (ii) an initial extension for one year will be available upon the mutual agreement of the employees and the Board and subsequent annual renewals will be available with the agreement of the parties and the Board;
- (iii) both employees must agree to the Job Sharing of a full-time position at one (1) location;

- (iv) no more than ten (10) new Job Sharing arrangements involving not more than twenty (20) employees shall be granted during the life of this agreement;
- (v) employees are not eligible to bid on positions which become effective during the term of the job sharing arrangement.
- (vi) in the event that one employee is unable to honour the commitment for job-sharing, the arrangement shall be considered terminated and the employee (s) shall be reassigned. Such reassignment shall be determined by the Board in consultation with the employee (s) and may include a return to full-time in the same position, a request to enter into a new job sharing arrangement at the same location with another employee, or a reassignment of one of the employees in the position on a regular part-time basis. The employee (s) may also apply for other available positions within the bargaining unit.
- (vii) in the event that the Job Sharing arrangement is terminated by the Board during the initial one year period or at the time of the annual renewal, the two employees shall be reassigned subject to the availability of positions for which they are qualified. Such reassignment shall be determined by the Board in consultation with the two employees affected. Alternatives may include the retention of one of the employees in the position on a full-time basis and the reassignment of the other either part-time or full-time, or the reassignment of both employees to regular part-time or full-time positions, if available.
- (viii) the principal must agree to the Job Sharing; and
- (ix) Job Sharing will not be considered beyond the normal retirement age.



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ARTICLE 23

IMPLEMENTATION AND TERMINATION

23.01 Save as otherwise set out, this Agreement shall become effective on the 1st day of September 1994 and shall terminate on larch 31, 1996.

ARTICLE 24

NOTICE OF RENEWAL

- 24.01 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.
- 24.02 For the purpose of sending proper notices herein the following shall be addresses of the respective parties:
- Superintendent of Education, Employee Relations
Metropolitan Separate School Board
80 Sheppard Avenue East
Toronto/Willowdale, Ontario
M2N 6E8
- Canadian Union of Public Employees
National Office
305 Milner Avenue
Scarborough, Ontario
M1B 3V4
- Canadian Union of Public Employees
Local 1328
c/o The President
- 24.03 **Any** notice given under this Agreement shall be deemed given and received **as** of the business day immediately following the date of mailing.

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

EXECUTED at Toronto as of the date first above written.

For the Board

A. J. Brown
R. L. Brown
D. B. Brown
B. Dubnick
K. J. Kahn

For the Union

V. J. Clavner
K. J. Clavner
Donna Clavner

APPENDIX A

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) PLAN

1. The object of this SUB Plan is to supplement the unemployment insurance (U.I.) benefits received by employees from the Canada Employment and Immigration Commission for temporary unemployment caused by pregnancy or adoption leaves granted in accordance with, and pursuant to, the Collective Agreement to which this Plan is appended.
2. The other requirements for receipt of a SUB are:
 - (a) the employee must be eligible to receive U.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission;
 - (b) an application for SUB must be made by the employee on a form to be provided by the Board and the employee shall provide verification of the approval of the U.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission;
 - (c) the employee shall sign an agreement with the Board indicating:
 - (i) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the Collective Agreement to which this Plan is appended),, after returning from the employee's pregnancy leave or adoption leave (and any subsequent leave granted by the Board under the terms of the Collective Agreement to which this Plan is appended;) and
 - (ii) that should the employee not comply with (i) above, the employee shall reimburse the Board any monies paid to the employee under this SUB plan.
3. **An** employee must have applied for U.I. benefits before a SUB becomes payable.
4. **An** employee disentitled or disqualified from receiving U.I. benefits shall not be eligible for a SUB. A SUB payment shall be made only when it has *been* verified that the employee has applied and qualified for U.I.

5. An employee shall not have the right to a SUB payment except for supplementation of U.I. benefits for the unemployment period as specified by this Plan.
6. The benefit level paid under this Plan is set at a weekly rate equal to the benefit payable by the Canada Employment and Immigration Commission.
7. **The two week waiting period before U.I. benefits commence is the maximum number of weeks for which a SUB is payable.**
8. The duration of this Plan is from the first day of January, 1991, or the date of approval of this Plan by the Canada Employment and Immigration Commission, whichever is later. Should the Canada Employment and Immigration Commission remove approval of the Plan, the Plan becomes null and void.

METROPOLITAN SEPARATE SCHOOL BOARD
PLAN FOR SICK LEAVE AND
RETIREMENT GRATUITY

PART 1 - GENERAL

1. Under authority of section 39 of the School Administration Act, 1967, now The Education Act, a plan for SICK LEAVE AND RETIREMENT GRATUITY based on sick leave credit was revised as of September 1, 1969, for every employee eligible under section 5 hereof and, subject to the final authority of the Board, the administration of the plan shall be vested in the Director Education.
2. The Director of Education shall have the power to do and perform all things necessary for the conduct of the plan including the power, subject to appeal to the Board, to allow or disallow any sick leave credit or deduction therefrom under this plan and to compute upon severance of employment, the gratuity, if any, payable to the employee.
3. The Director of Education shall direct that records of sick leave credits, accumulated sick leave and deductions therefrom be maintained.
4. In the case of dispute with respect to any matter concerning the operation of this plan, the decision of the Board shall be final.
5. (a) All employees of the Board or the permanent or probationary staff other than those subject to other agreements shall be included under this plan.
(b) Persons employed on a part-time basis shall be included under this plan. The benefits will be calculated on a pro rata basis. A supply secretary who is assigned to a particular school or other place of work for at least three continuous months shall be eligible for two days of paid sick leave on the basis referred to in section 17.05 of the collective agreement but may not accumulate any unused sick leave beyond the **period** of such assignment.
(c) Temporary employees who are employed for a specific period of time shall be entitled to sick leave credits on a pro rata basis. However, temporary employees who are employed on a day-to-day basis, or **at** any hourly rate of payment, shall not be included under this plan.

6. Sick leave credits shall be calculated for a working year of ten (10) months from September 1 at the rate of two (2) days per month. Sick leave credits shall be calculated for a working year of more than ten (10) months from January 1 at the rate of two (2) days per month. For any employee commencing employment after the first day of the working year, the sick leave credit shall be prorated at the stated rate per month from the date of commencing employment until the end of the working year.
7. The initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illnesses. Any additional accumulation beyond 12 days may be used either for personal illness or for other leaves of absence as defined in the collective agreement.
8. At the commencement of employment, and at the beginning of each working year, the employee's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month.
9. One hundred per centum (100%) of unused sick leave may be accumulated.
10. While an employee is on leave of absence without pay or is on layoff the employee shall not accumulate any sick leave credits but shall retain whatever sick leave credits that 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.

PART 2 - INITIAL CREDIT AND TRANSFER

1. (a) Cumulative Sick Leave Plan in operation prior to September 1, 1969, will be credited to the employee's account in the revised plan.

(b) Initial credits shall apply to employees of the Board on September 1, 1969.
- 2 Where an employee of a municipality or local board, which has established a sick leave credit plan under The Municipal Act or similar legislation, becomes an employee of this Board on or after the effective date of this plan (September 1, 1969) said employee shall be entitled to have placed to the employee's credit in the plan of the municipality of local board by which the employee was previously employed to the maximum allowed under the Metropolitan Separate School Board plan.
- 3 Where an employee of this Board becomes an employee of another board or municipality, said employee shall be entitled to a transfer of the employee's sick leave credit to the sick leave plan, if any, of the new employer. (Ref. The Municipal Act, section 386, paragraph 49)
- 4 No transfer into, or out of, the sick leave credit plan of this Board shall be made if the employee receives from the first of the two employers a gratuity or other allowance paid in respect to accumulated sick leave.
- 5 In the event of re-employment of an employee, the Board shall reinstate the accumulated sick leave allowance held by the employee on resignation, provided that the employee has not had intervening employment that interrupted the continuity under which such sick leave credits are accumulated and that the period of non-employment does not exceed six (6) months from the date of resignation.

PART 3 - ABSENCE WITH DEDUCTION FROM SICK LEAVE CREDIT

1. Absence for illness of the employee for a period of three (3) consecutive working days or less may be certified by school principal or by the official of the board in charge of the appropriate department. Absence over three consecutive working days must be certified by a qualified medical or dental practitioner and it is the responsibility of the employee to provide this evidence to the Board within five (5) days after returning to duty. The Board reserves the right to have a medical practitioner of its own choice make an examination of an employee at any time but allowance for sick leave is given or while benefits from plan are being received.
2. Deductions shall be made from an employee's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the employee for absence beyond the number of days to said employee credit in the sick leave plan.
3. If an employee submits a resignation effective earlier than the last day of the working year, deduction shall be made from the sick leave credit for the remaining months of the year at the stated rate of allowance per month, or fraction thereof.

PART 4 - WORKERS' COMPENSATION

Under the Workers' Compensation Act this Board provides protection for its employees for loss of salary due to injury sustained in the course of duty. Absence of one working day or less will be charged to sick leave credit. Absences in excess of one day will not be charged to sick leave credit.

RT 5 - RETIREMENT GRATUITY

An employee upon retirement or death shall be entitled to a gratuity based on the unexpended portion of the employee's sick leave credit (less any accumulated credits which have been used for leave purposes) in accordance with the following:

- (i) the employee's normal weekly salary at the time of retirement or death shall be divided by 5. The result shall be multiplied by the number of unused accumulated days of sick leave times the applicable of the following percentages:

<u>Year of Service</u>	<u>Percentage of Leave Credits</u>
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	12
12	14
13	16
14	18
15	21
16	24
17	27
18	30
19	33
20	36
21	39
22	42
23	45
24	48
25	50

but in no circumstances shall such gratuity exceed 50% of the employee's annual rate of salary at the date of such retirement or death;

(ii) the said gratuity shall be payable:

- A. upon the death of an employee to the beneficiary named in the employee's life insurance policy with the Board, and
- B. upon the retirement at age 55 years or more of an employee on an OMERS pension to such employee;

(iii) employees on staff as of June 30, 1969, may have their sick leave accumulated and their retirement gratuity calculated on the plan in force on June 30, 1969;

(iv) no employee shall be entitled to more than an amount equal to the employee's salary, wages or other remuneration for one-half the number of days standing to the employee's credit and in any event not in excess of the amount of one-half year's earnings at the rate received by the employee immediately prior to termination of employment (ref. ~~The~~ Education Act and the Municipal Art);

(v) the computation of the gratuity shall be based only on sick leave accumulated in service with this Board.

2. The retirement gratuity shall be paid in one amount on the first of the month following termination of employment, according to the option of the employee.
3. In the event of the death of an employee, the retirement gratuity calculated on the cumulative sick leave credits at the time of death, shall be paid to the beneficiary named in the employee's Group Life Insurance Policy.
4. The Board shall have the right at all times to withhold payment of a gratuity to a person discharged for reasons which the Board may deem to have moral or legal implications.

PART 6 - AMENDMENT OR REPEAL

The Board reserves the right to amend, repeal or re-enact any clause of the plan.

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September 20, 1994

Mr. John Chavannes
President
CUPE Local 1328
c/o Audio Visual Department

Dear Mr. Chavannes:

RE: OHIP

In recognition that, effective January 1, 1990, OHIP **was** fully funded by means of an employer payroll tax, it is agreed that all Collective Agreement provisions with respect to OHIP will be removed from the Collective Agreement. If later OHIP funding reverts back to a premium payment system, it is agreed that all OHIP provisions, removed as a result of employer payroll tax funding, will be reinstated in the Collective Agreement, with funding up to 100% of the premium levels.

Yours truly,



L. C. Cromien
Deputy Director of Education
Human Resources

LETTER OF UNDERSTANDING

WHEREAS the Board has been informed by Employment and Immigration Canada that the Supplemental Unemployment Benefit ("SUB") Plan respecting pregnancy and parental leaves under the said collective agreement does not meet all the conditions of subsection 57(13) of the Unemployment Insurance Regulations;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter expressed and contained, the Board and the Union do covenant, undertake and agree the one with the other as follows:

1. Employees must apply for and must be in receipt of unemployment insurance benefits to receive payments under the SUB Plan within the meaning of s.57(13)(c) of the Unemployment Insurance Regulations.
2. Employees have no vested right to payments under the SUB Plan except to payments during a period of unemployment specified in the SUB Plan within the meaning of s.57(13)(h) of the Unemployment Insurance Regulations.
3. Payments to Employees respecting guaranteed annual remuneration or respecting deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SUB Plan within the meaning of s.57(13)(i) of the Unemployment Insurance Regulations.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals on the date first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

UNION

V. J. Charvacek
President
Denis Charvacek

METROPOLITAN SEPARATE
SCHOOL BOARD

A. J. Tuone
R. L. Lomen
D. J. Stoney
B. J. Subic
K. J. Kohn

Letter of Understanding

RE: School Year Commencing
Prior to Labour Day

September 20, 1994

In the event that the 1994-95 school year commences prior to Labour Day, the parties agree to meet to discuss the matter of the Board expectations of employees for the days prior to Labour Day and the impact on salary and method of payment shall be determined by the parties.

FOR THE UNION

*V. J. Clavess -
Christine Stokke
Diane Debra*

FOR THE BOARD

*A. J. Juone
K. C. Lismien
D. B. Barmay
B. Aukerich.
L. J. Kalen*

LETTER OF UNDERSTANDING

RE: JOINT COMMITTEE ON WORKING CONDITIONS

September 20, 1994

The parties agree to continue in pursuing efforts for the implementation of those recommendations developed by the Joint Committee that was established during the negotiations of the previous collective agreement.

The implementation of said recommendations can be addressed by the union/management committee provided for by the collective agreement.

FOR THE UNION

V. J. Charvillat
Robert L. Cole
Diane Chana

FOR THE BOARD

A. J. Broune
H. C. Linton
D. B. Berman
B. Suberwitz
K. J. Kalne