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No. OF EMPLOYEES	597		
NOMBRE D'EMPLOYÉS	597		

COLLECTIVE AGREEMENT

between

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

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2331



July 1, 1992 - January 31, 1994



OCT 27 1992

C.U.P.E. LOCAL 2331
INDEX

Page No.

ARTICLE 1 - RECOGNITION	
1.01 Bargaining Agent	1
1.02 Definition - Employee	1
1.03 Masculine and Feminine	1
ARTICLE 2 - MANAGEMENT RIGHTS	
2.01 Function of the Board	2
ARTICLE 3 - STRIKES AND LOCKOUTS	
3.01 Terms	2
ARTICLE 4 - UNION DUES	
4.01 Deductions	2
4.02 Conditions	2
ARTICLE 5 - UNION REPRESENTATION	
5.01 Bargaining Committee	3
5.02 Steward - Representation	3
5.03 Steward - Function	3
5.04 Steward - Compensation, Notification	3
5.05 Discharge	3
5.06 Warning	3
ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION	
BOARD	
6.01 Time Limits	4
6.02 Settlement	4
6.03 Stage One	4
6.04 Stage Two	4
6.05 Policy Difference - Written	5
6.06 Policy Difference - Arbitration	5
6.07 Policy Difference - Chairperson	5
6.08 Presentation	6
6.09 Briefs of Arguments	6
6.10 Fees	6
6.11 Payment	6
6.12 Clarification of Decision	6
ARTICLE 7 - DISCHARGE CASES	
7.01 Probationary Period	6
7.02 Grievance Procedure	6
7.03 Procedure	7

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ARTICLE 8 - WORKSCHEDULES AND OVERTIME	
8.01 Regular and Flexible	7
8.02 No guarantee	8
8.03 Lunch and Break	8
8.04 Overtime	8
8.05 Overtime - Distribution	8
8.06 Voluntary and Necessary	8
8.07 Saturdays, Sundays, Statutory Holidays	8
8.08 Weekend Work	9
8.09 Lay Off	9
8.10 Emergency	9
8.11 Before Regular Work Day	9
8.12 Unavailability of Work	9
8.13 Work Sponsored by an in lieu of Government Grant	9
 ARTICLE 9 - SPECIFIED HOLIDAYS	
9.01 Statutory	9
9.02 Time Frame	10
9.03 Compensation	10
9.04 Absence	10
9.05 Probation	11
9.06 Part-Time	11
 ARTICLE 10 - VACATIONS	
10.01 With Pay	11
10.02 Time Period	12
10.03 Payment in lieu of	12
10.04 Schedule	13
10.05 Interpretation - Week	13
10.06 Statutory Holiday	13
10.07 Illness	13
10.08 Pay Cheque	14
10.09 Part-Time	14
 ARTICLE 11 - SENIORITY, JOB SECURITY, ON SITE REDUNDANCY, BOARD WIDE REDUNDANCY	
11.01 Condition's	14
11.02 Seniority List	15
11.03 Posting	15
11.04 Layoff - Reduction in Work Force	15
11.05 Layoff - Right of Recall	15
11.06 Layoff - Order	15
11.07 Layoff - Probation	16
11.08 Layoff - Contracting Out	16

11.09	Layoff - Preference	16
11.10	On Site Redundancy	16
11.11	Annual Board Wide Redundancy	
	- Needs Forecasting	17
11.12	Aggregation	17
11.13	Displacement	17
11.14	Layoff	17
11.15	Error in Forecast	17

ARTICLE 12 - JOB POSTING

12.01	Classification	18
12.02	Selections	18
12.03	Trial Period	18
12.04	Notification	19

ARTICLE 13 - WAGES

13.01	Schedule "B"	19
13.02	Temporary Reclassification	19
13.03	Classification	19
13.04	Reclassification - Lower Rate	19

ARTICLE 14 - SICK LEAVE

14.01	Definition	20
14.02	Allowance	20
14.03	Accumulation	20
14.04	Deduction and Credit	20
14.05	Physician's Certificate	21
14.06	Leave of Absence	21
14.07	Conditions	21
14.08	Record	21
14.09	Retirement	21
14.10	Gratuity	22
14.11	Part-Time	22

ARTICLE 15 - LEAVES OF ABSENCE

15.01	Compassionate Leave	22
15.02	Funeral	22
15.03	Jury Duty/Subpoena	23
15.04	Conventions, Seminars	23
15.05	Vacation Extension	23
15.06	Family Assistance	24
15.07	Personal Business	24
15.08	Special Leave (Includes Temporary Replacement)	24
15.09	Part-Time	25

ARTICLE 16 - PREGNANCY LEAVE & PARENTAL LEAVE	
16.01 Employment Standards Act	25
16.02 Sub Plan	25
16.03 Length	25
16.04 Fringe Benefits	26
ARTICLE 17 - EMPLOYEE BENEFITS	
17.01 Board Contribution	26
17.02 O.M.E.R.S.	26
17.03 Board Contribution - July and August	27
17.04 Illness - W.C.B. Claim	27
ARTICLE 18 - MISCELLANEOUS	
18.01 Bulletin Board	27
18.02 Travel Allowance	27
18.03 Temporary Hiring - Conditions (see 15.08)	27
18.04 Technological Change	28
ARTICLE 19 - TERMINATION	
19.01 Dates	28
ARTICLE 20 - COURSE REIMBURSEMENT	
20.01 Board Contribution	28
ARTICLE 21 - NOTICE OF RENEWAL	
21.01 Conditions	29
21.02 Notification - Names	29
21.03 Notification - Effective	29
LETTER OF INTENT	30
AUTHORIZATION	31
SCHEDULE "A"	32
JOB CLASSIFICATIONS	
SCHEDULE B-1	33 - 34
SCHEDULE B-2	35
JOB SALARY	
SCHEDULE B - 1	36 - 37
SCHEDULE B - 2	38
APPENDIX A - Pregnancy and Parental Leave	39

THIS AGREEMENT made **as of** the 1st day of **July, 1992**

between

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

(hereinafter called the "Board.")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2331**

(hereinafter called the "Union")

The parties agree as follows:

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - STRIKES AND LOCKOUTS

- 3.01** There shall be no strikes or lock-outs as long as this Agreement continues to operate (Labour Relations Act, Section 42).

In the event of any violation of 3.01 by any employee(s), the Board shall notify the President of the local Union who shall instruct the employee(s) to return to work and perform their usual duties.

ARTICLE 4 - UNION DUES

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

ARTICLE 5 - UNION REPRESENTATION

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- 5.01 The local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than four (4) employees and shall include the President of the local Union. Such committee together with representatives of the Union, shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement. Members of such committee shall be paid at their applicable straight time rates for all times they are absent from their regularly scheduled work while engaged in negotiations with Board representatives.
- 5.02 The local Union may also appoint or otherwise select a steward to represent employees in each area (as listed in Schedule A) and a steward to represent those employed at the Administration Centre(s). The selecting of a steward in a designated area does not in any way restrict the steward to that area. The local Union shall notify the Board in writing of the names of its officers, chief steward, stewards and members of the bargaining committee and of any changes therein as they occur. The chief steward will be named by the local Union.
- 5.03 A steward's function shall be to assist an employee in the preparation and presentation of grievances to the employee's supervisor. A steward with the prior permission of the steward's supervisor, shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances.
- 5.04 Until such time as it believes the privilege of time off for servicing grievances is being abused, the Board will compensate stewards for any portion of their regularly scheduled work time spent with the permission of the board in servicing grievances.
- 5.05 The Board shall mail or deliver personally to the Secretary of the local Union a copy of any document given to an employee warning the employee of possible discharge.
- 5.06 If the Board requires an employee to be present at the Board's Administrative Centre(s) for the purposes of giving the employee warning of a possible suspension or discharge or for the purpose of suspending or discharging the employee, it shall:

- 1) notify the employee that the employee is entitled to have a steward present at the meeting; and,
- 2) should the employee wish a steward to be present, so inform and convoke the area steward to the meeting. The steward and the employee will be provided with a room in which to meet before the official meeting and will be allowed up to one hour to discuss the issue before the formal meeting begins.

ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION BOARD

- 6.01** 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.
- 6.02** Should any difference (hereinafter called a "grievance") arise between the Board and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without delay shall be made in the following manner:
- 6.03** **Stage One:** An aggrieved employee shall first submit the employee's representation to the employee's supervisor either directly or through the employee's steward. Any such grievance shall be presented within five (5) working days of the time when it arose. The supervisor shall call a meeting of the grievor, the employee's steward and the supervisor within four (4) working days of the receipt of the grievance.
- 6.04** **Stage Two:** If within-four (4) working days from the time representations at Stage One were presented a decision satisfactory to such employee is not given, then such employee accompanied by a steward may within four (4) working days after the decision of the employee's supervisor has been given or should have been given make representation in writing to the Employee Relations Officer or other representative designated by the Board from time to time. Such representations shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the Grievance is based. Such official or other designate shall notify the employee of the time and place at which a meeting will be called for the grievor, the grievance committee, the national representative and the official to discuss and consider the written representations and the decision

of the supervisor at Stage One. Every effort will be made to settle such grievance within five (5) working days from the date upon which such official received written notice of the matter. Such official shall give the decision in writing on behalf of the Board.

- 6.05** Any difference (hereinafter called a "policy difference") arising directly between the Board and the local Union as to the interpretation, application, administration **or** alleged violation of the Agreement, other than a difference directly affecting individual employees, may be submitted in writing by either party hereto with opportunity for discussion between the officers of the local Union and representatives of the Board. If the parties are unable to settle such policy difference within ten (10) working days from such discussion, then the party to whom the said notice was delivered shall reply **to** such policy differences in writing within fifteen (15) working days from such discussion.
- 6.06** If any grievance **or** policy difference, including any question as to whether the matter is arbitrable **or** not, shall not have been satisfactorily settled pursuant to the provisions of this Article, the grievance or policy difference may then be referred by either party to this Agreement to arbitration by written notice given to the other party within fifteen **(15)** working days from the date when the decision of the Board at Stage Two was or should have been given, **or**, in the case of policy difference; within fifteen (15) working days from the date when the written reply to the submission was or should have been delivered. The Board and the Union shall each appoint one arbitrator within seven **(7)** working days from the receipt of the notice and the **two** arbitrators **so** appointed shall appoint a third who shall be the Chair. **No** person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.
- 6.07** If the parties fail to agree upon **a** Chair within fifteen **(15)** working days, either party may request The Ontario Labour-Management Arbitration Commission to choose the Chair. 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 Chair shall be the decision of the Board of Arbitrators. In no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.

- 6.08** In any arbitration, the written representation of the employee made at Stage Two and any decision of the Board, or in the case of a policy difference, the written submission and any reply thereto shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issue therein set out.
- 6.09** Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine any witnesses of the other party and to present oral arguments. Briefs of arguments may be presented by each party and each party shall be entitled to reply to the brief or argument presented by the other.
- 6.10** Witness fees and allowances shall be paid by the party calling the witness.
- 6.11** Each party shall pay one-half of the expenses and fees payable to the Chair and the whole of the expenses and fees of their own appointee.
- 6.12** If any party disagrees with the other as to the meaning or application of the decision, it may apply to the Chair of the Board of Arbitrators within ten (10) working days from the issue of the decision, with a request that the Chair reconvene the Board to clarify the decision, and for such purpose, the Board may be reconvened and issue a clarification of its decision.

ARTICLE 7 - DISCHARGE CASES

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- 7.01** A new employee shall be considered as a probationary employee for a period of sixty (60) days worked. The probation period is calculated from the date of first commencing work for the Board. The Union will not question the dismissal, suspension, or other discipline of any probationary employee, nor shall such dismissal, suspension, or disciplinary action be the subject of a grievance.
- 7.02** A claim by an employee of being unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Employee Relations Officer or other representative designated by the Board from time to time, within five (5) working days after such employee ceases to work for the Board. The Board shall notify the local Union of the

- discharge of any employee.
- 7.03 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Stage Two.

ARTICLE 8 - WORK SCHEDULES AND OVERTIME

8.01 The Work Week *

a) Secretarial & Clerical Employees:

The regular work week for secretarial and clerical employees is thirty-five (35) hours worked in five (5) consecutive days, Monday through Friday.

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

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

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

b) Educational Assistants:

- 1) The regular work week for educational assistants is thirty (30) hours worked in five (5) consecutive days Monday through Friday, as adapted to the needs of the school.

2) The regular work year for the educational assistants:

i) in the elementary schools,
188 days in a 194 day school year or 189 days in a 195 day school year.

ii) in the secondary schools,
179 days in a 194 day school year or 180 days in a 195 day school year.

* see Letter of intent

8.02 The Board does **not** guarantee to provide work for any employee or to maintain the work week or working hours to be in force at the commencement of the Agreement.

In the event of a system-wide reduction of the hours of work in the work locations, the employee whose hours are reduced will be those in each classification with the least seniority.

8.03 A non-paid lunch period of not more than one (1) hour and not less than one-half ($\frac{1}{2}$) hour shall be provided once each day. Regardless of the duration of such lunch period, it shall be uninterrupted. Employees who regularly work at least three and one-half ($3\frac{1}{2}$) hours per day will also receive a paid fifteen (15) consecutive minute rest period in the morning and in the afternoon. Employees who regularly work less than three and one-half ($3\frac{1}{2}$) hours per day will receive one fifteen (15) consecutive minute rest period per day.

8.04 For secretarial/clerical employees, all hours in excess of seven (7) hours in any work day shall be paid for by the Board at the rate of time and one-half ($1\frac{1}{2}$) of the employee's hourly rate. For Educational Assistants all hours in excess of six (6) hours in any work day shall be paid for by the Board at the rate of time and one-half ($1\frac{1}{2}$) of the employee's hourly rate. The employee may choose to substitute the same number of hours at straight time as time off in lieu of overtime pay.

8.05 Overtime shall be distributed as equitably as possible among employees normally performing the work in question.

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

8.07 It is agreed that for all time worked on a Saturday, employees shall be paid at the rate of time and one-half ($1\frac{1}{2}$), and for all time worked on a Sunday or Statutory holiday, employees shall be paid at the rate of double time.

- 31
- 8.08 When an employee is scheduled to perform a weekend work assignment on a Saturday or a Sunday the employee shall be paid for such work performed on either of these days a minimum amount equal to three (3) hours pay at straight time.
- 8.09 Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 8.10 An employee who has left work and is called back to work after completing the employee's normal work day to perform an emergency assignment shall be paid for such work at a minimum amount equal to four (4) hours pay at the equivalent of the employee's straight time.
- 8.11 Any employee called in to work prior to the commencement of the employee's normal work day shall be paid at the rate of time and one-half (1 ½) for all time worked prior to the employee's normal starting time provided the employee completes the regular day.
- 8.12 An employee who reports for work and through no fault of the employee's own, finds there is no work available shall be paid a minimum of three and one-half (3 ½) hours pay.
- 8.13 When an Educational Assistant is sponsored by an in lieu of government grant and by virtue of the position may be required to work in excess of thirty-five (35) hours per week, the hours in excess of thirty-five (35) hours per week to a maximum of forty (40) hours per week will be paid at their normal rate of pay or straight time, and this notwithstanding clause 8.04.
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ARTICLE 9 - SPECIFIED HOLIDAYS

9.01 For the purposes of this Article:

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

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

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

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

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

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

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

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

d) the day was the employee's regular day off
shall be paid at the employee's applicable hourly rate.

B. The employee shall not be paid if:

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

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

9.06 Employees regularly required to work less than thirty-five (**35**) hours per week shall be entitled to the specified holidays on a pro rata basis, based on hours of work.

ARTICLE 10 - VACATIONS

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

- a) **From** the date of employ, continuous service to the dune 30th which follows ... one and one-quarter (**1 ¼**) day for each month **of** service up **to** maximum of fifteen (**15**) days. In computing months of service, an employee is credited with a full month of service if during their first

month the employee worked more than one-half ($\frac{1}{2}$) the normal work days for that month. ~~As of that first June 30th.~~ the employee is deemed to have completed their first year of service, regardless of the number of months employed. Subsequent years of service shall begin on July 1st and end on June 30th.

- b) An employee with one (1) year but less than nine (9) years of service ... three (3) weeks.
- c) An employee with nine (9) years but less than twenty (20) years of service ... four (4) weeks.
- d) An employee with twenty (20) or more years of service ... five (5) weeks.

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

10.02 Such vacation shall be taken at a time convenient to the Board. Those employees whose work year is associated with the school calendar shall take at least one week during the Christmas break and one week during the Mid-Winter break. Other employees may take these periods, as well as others, as vacations provided:

- 1) the employee has made written application to the supervisor concerned at least thirty (30) days in advance, and
- 2) in the Board's opinion, the efficiency of operations shall not be impaired by the granting of such applications.

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

Those employees who are eligible for four or five weeks of vacation may take one week at the employee's convenience subject to the conditions above and provided there are no substitution costs incurred.

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

- a) in the case of an employee with less than one (1) year of continuous service with the Board, a sum equal to four (4) per cent of gross

wages from the previous June 30th;

- b) in the case of an employee qualified for three **(3)** weeks' vacation, a sum equal to ~~six~~ **(6)** per cent of gross wages from the previous June 30th;
- c) in the case of an employee qualified for four **(4)** weeks' vacation, a ~~sum~~ equal to eight **(8)** per cent of gross wages from the previous June 30th;
- d) in the case of an employee qualified for five **(5)** weeks' vacation, a sum equal to ten **(10)** per cent ~~of~~ gross wages from the previous **June** 30th.

The appropriate percentage will apply in the event of termination or resignation.

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

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

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

10.07 If during ~~the~~ employee's 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 has accumulated sick leave credits, and the employee shall be permitted to take the employee's vacation, or such portion thereof as was scheduled during the period when the employee was **so** incapacitated, at a later time acceptable to the employee and the Board.

10.08 During an employee's scheduled vacation, the employee will receive the regular straight time salary the employee would have received had the employee been at work on the regular pay date(s).

10.09 Employees regularly required to work less than thirty-five (35) hours per week shall be entitled to vacation/vacation pay on a pro rata basis, based on hours of work.

ARTICLE 11 - SENIORITY, JOB SECURITY, ON SITE REDUNDANCY, BOARD WIDE REDUNDANCY

A) SENIORITY

11.01 Seniority shall signify the period of employment at the Board as a member of the Bargaining unit.

When a probationer finishes the probationary period, the employee's seniority shall date from the first day worked.

Seniority is lost when an employee:

- a) resigns
- b) is discharged and is not reinstated through the grievance and arbitration mechanism
- c) is laid off for at least twelve (12) consecutive months
- d) fails to report to work on the date and at the time specified in a notice of recall to work during a layoff. This written notice of return to work will provide the employee with seven (7) calendar days of lead time
- e) decides not to return from a leave of absence on the prearranged return date, unless reasonable explanation acceptable to the Board is given for the late return.

11.02 The Board shall maintain two (2) master seniority lists:

- a) one for secretarial & clerical employees
- b) one for educational assistants

Each master seniority list will show: 'name, classification, location, regular hours of work and seniority of each employee.

11.03 All seniority lists will be posted by April 30th which includes seniority accumulated up to March 31st. A copy of each shall be sent to the Recording Secretary of the local Union by the same date.

B) JOB SECURITY (Layoff and Recall Mechanisms)

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

11.05 Employees with seniority who are laid off retain the right of recall for a period of twelve (12) months in that category. Such recall will be in reverse order of the layoff, provided such employees are qualified to fill the normal requirements of the job which is available. In the event that the most senior employee is unable to fill the normal requirements of the job or fails to report to it as specified in clause 11.01 d), it will be offered to the next most senior employee and so on. The Board shall be entitled to fill such job on a temporary basis while this recall process occurs.

11.06 If an employee is not recalled to the classification the employee had before the layoff, the employee will be given the first opportunity to be transferred back to the employee's original classification when an opening occurs. Should the employee not wish to accept the transfer, the recall mechanism will continue or the job will be posted if there are no employees with a right to recall for the position.

All employees with a right to recall for any position may apply for any posting for a job within the parameters of clause 1.02. A copy of the posting

will be mailed **to** the employees' last address recorded with the Board and sent **on** the same **day** the position is **posted**.

11.07 **No** employee shall be laid off while a probationer is employed at a job which ~~the~~ employee is capable of doing. **No** probationer shall be hired or recalled **for** any job while an employee who ~~is~~ capable of doing that job remains laid off and is willing **to** return **to** work.

11.08 The Board will offer alternative employment with the Board to any employee who has at least two **(2)** years seniority **if** it proposes to layoff **as** a direct result of ~~the~~ Board contracting out any work.

11.09 Those employees who move **to** positions in the Board not covered by this Agreement, will, **if** they return to a bargaining unit position, be credited with the accumulated seniority at the time of departure. **No** bargaining unit employee who has completed probation **may** be displaced as a result of such a return into the bargaining unit.

C. ON SITE/UNIT REDUNDANCY: (During School Year)

- 11.10 a) In the event of a reduction of hours of work in a job classification **on** a work site, the reduction of hours will be applied to the least senior **person** in that classification on that work site.
- b) In the event such reduction ~~of~~ hours of work leaves the employee described above with no work, the employee will be offered the job of the least senior person in the Board in that job classification. **If** the employee refuses that job, ~~the~~ employee is laid off.
- c) In the event there ~~is~~ no other employee in the same classification, ~~the~~ employee mentioned in b) above **will** be offered the job of the least senior employee from the appropriate master seniority list, provided the employee is capable ~~of~~ fulfilling the normal requirements of ~~that~~ job.

D. ANNUAL BOARD WIDE REDUNDANCY

- 11.11 By May 1st of each year, the Board will forecast its needs for the following September for each job classification at each work site and keep, by seniority, a number of employees in each **job** classification sufficient to meet such needs.

The other employees will be declared redundant at that job site for the following September.

- 11.12 By May 15th of each year, the Board will collect the forecast from each of the job sites and identify a number of least senior employees from each of the master seniority lists to correspond to the aggregate total of the forecast of on site redundancies.

- 11.13 By May 30th of each year, these employees on the on site redundancy lists will choose, by seniority, subject to the employee being able to fulfil the normal requirements of the job, the job of one of the less senior employees identified in clause 11.12 above.

- 11.14 By May 30th those employees not placed will be notified of their lay off effective the last work day of the school year in progress. The employees will be recalled as per the provisions of clause 11.05.

11.15 ERROR IN FORECAST

In the event that an employee who had been given an assignment for the following school year, finds the employee's self to be redundant at the site level prior to October 31st of that school year, the employee:

- a) will receive regular wages until October 31st as if the employee were performing the assignment;
- b) will be assigned duties in the school/area as permanent supply until October 31st;
- c) the on site redundancy provisions of clause 11.10 will apply as of that date.

22/11

ARTICLE 12 - JOB POSTING

12.01 When:

- 1) a vacancy, other than a temporary vacancy, as defined in Article 18.03 occurs in any classification covered by this Agreement or
- 2) a new classification covered by this Agreement is created:

the Board shall if it determines to fill such vacancy or new classification, post it for five (5) working days setting forth the duties of this position, the School or other building involved, the rate of pay and the desired qualifications. Any employee may apply for such position in writing within such five (5) days.

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

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

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

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

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

This clause does not apply to a change of classification under the mechanism of Article 11.

12.04 The Board shall notify the local Union of all hiring, layoffs, recalls, filling of vacancies and new classifications pursuant to clause 12.01 and 13.03, transfers and terminations of employment.

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

ARTICLE 13 - WAGES

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

13.02 A) When an employee temporarily performs the duties of a higher paying position for a minimum of five (5) consecutive working days with the authorization of the Divisional Superintendent of Human Resources or designate, the employee will receive the rate of pay for the position filled. Such payment shall be retroactive to the first day of assuming the duties. Placement shall be at the level of the position and the year at which the employee performing the temporary replacement is currently placed.

B) When the higher position is outside the Bargaining Unit, the employee shall be placed on the salary schedule for the position filled at the rate agreed upon at the time of transfer. The employee shall be covered by all provisions of this Collective Agreement including Article 4 check off of Union dues during the period of temporary transfer.

13.03 When the duties in any classification are materially changed or when a position not covered in Schedule "A" hereto is established during the term of this Collective Agreement, the rate of pay for the classification or new position shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on any reclassification or rate of pay of the job in question, such a dispute may be submitted through the grievance and arbitration procedures. The new rate shall become retroactive to the time the position was first filled by the employee.

13.04 When for any reason other than discipline or job security, it is necessary to assign an employee to a lower paying classification, the employee's current rate will be maintained for the balance of the school year in progress.

ARTICLE 14 - E

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

14.02 Each employee, other than a probationary employee, will be allowed up to twenty-four (24) days sick leave credits per year on the basis of two (2) days per month of active service (as per the employee's normal workday).

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

The parties agree to meet to resolve any problems arising from the application of this clause.

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

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

0 - 1 hour

Nil

1 - 8 hours

one hour for one hour

B) In the event that the employee's absence entitled him/her to compensation from the Workers' Compensation Board, the Board shall instruct the Workers' Compensation Board to remit such

compensation to the Board. The Board will pay the employee his/her regular wages for each and every day that the Workers' Compensation Board accepts the absence and pro-rate the employee's sick bank accordingly. ✓

- 14.05 The Board may require an employee to produce a Physician's certificate to support an absence on account of sickness in excess of three (3) days and if it has expressly notified the employee, may require the employee to produce such a certificate to support an absence on account of sickness of any duration. An employee must make every reasonable effort to notify the supervisor concerned of any absence due to sickness.
- 14.06 While an employee is on a leave of absence without pay in excess of ten (10) days or is on layoff, the employee shall not accumulate any sick leave credits but shall retain whatever sick leave credits the employee may have accumulated at the date of such leave or layoff and be entitled to the use thereof upon the employee's return from such leave or upon being rehired subsequent to being recalled.
- 14.07 Leave without pay for a period of up to two (2) years shall be granted to an employee who:
- i) is not entitled to sick leave but who is required to be absent by reason of sickness, or,
 - ii) is unable to return to work at the termination of the period for which sick leave was granted by reason of the employee's continued sickness provided such leave shall not prejudice the Board's right to discharge an employee because of frequent absences from work.
- 14.08 The Board will maintain a record of all sick leave credits and shall notify each employee in writing once every calendar year as to the number of such credits. An employee may apply to the Board for information as to the amount of the employee's sick leave credit.
- 4.09 If an employee:
- i) retires at age sixty (60) or more from the Board on an OMERS pension

- ii) retires at any time on an OMERS disability pension, or
- iii) dies,

26/11

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

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

14.11 Employees regularly required to work less than thirty-five (35) hours per week shall be entitled to sick leave on a pro rata basis, based on their hours of work.

ARTICLE 15 - LEAVES OF ABSENCE

6/3/11

15.01 COMPASSIONATE LEAVE

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

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

15.02 FUNERAL

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

15.03 JURY DUTY/SUBPOENA

63 ✓
6/1

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

15.04 CONVENTIONS, SEMINARS

63
14/3

Upon written request by the local Union given not less than ten (10) days advance to the Board (provided that in unusual circumstances the Board may waive such ten day requirement), the Board shall grant leave of absence without pay to the employees named in such request to absent themselves to attend conventions or seminars of the Union, limited, however, to no more than **two (2)** employees at any one time and to not more than **twenty-eight (28)** person-days per calendar year, provided (i) not more than one (1) employee at any one time shall be granted such leave from the same school or building, and (ii) no one (1) employee shall be entitled to more than seven **(7)** such days off in any eight **(8)** week period.

Granting of the foregoing leaves may be withheld for reasons related to the requirement of operations. During **such** leaves, the employees will receive their regular remuneration and benefits from the Board and the Board shall invoice the local Union for the costs incurred.

The Board may also, at its discretion and subject to the paragraph above, allow employees who are part of the negotiations committee, time off prior or following negotiations, to prepare for the formulation of demands or presentations to the membership.

5.05 VACATION EXTENSION

An employee on application to the supervisor concerned shall be granted leave of absence without pay for up to four **(4)** weeks to be taken in conjunction with the employee's annual vacation provided:

- 1) such leave shall not be granted more than once every three (3) years,
- 2) such leave may be denied when in the opinion of the supervisor the

absence of such employee and of other employees by reason of any leave, illness, accident or vacation would impair the efficiency of operation.

- 3) the application for such leave shall be made at least thirty (30) days in advance but this period may be abbreviated in unusual circumstances.

15.06 FAMILY ASSISTANCE

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

15.07 PERSONAL BUSINESS

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

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

15.08 SPECIAL LEAVE

The Board may grant a leave of absence without remuneration of up to one (1) year to an employee who requests the same in writing giving one (1) month's advance notice. This position will be posted as per clause 12.01 and identified as a temporary assignment. The Board shall be entitled to hire a temporary employee for the length of the leave of absence, to fill the position of the employee who fills such temporary assignment.

Such temporary employment shall terminate on conclusion of the temporary assignment.

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

ARTICLE 17 - EMPLOYEE BENEFITS

17.01 In accordance with the eligibility provisions of the master policy, the Board shall contribute the undermentioned percentages towards the premiums based on the present cost of participation in the following plans by an employee (and any dependents) who has completed the probationary period.

Plan	Board's Percentage Contribution
Major Medical Benefit Plan presently covered by Canada Life Insurance Company Policy	100%
Group Life an amount equal to three (3) times normal wages	80%
Dental Plan including orthodontic and restorative options	80%
Eye glass coverage is increased to \$200 per family member every two (2) years with a 75% recovery.	
This plan is available to employees who regularly work at least seventeen and a half (17.5) hours per week. Premiums are pro-rated for employees who work less than thirty-five (35) hours per week.	

17.02 The Board shall contribute on behalf of its employees as required by the Ontario Municipal Employee's Retirement System (Basic Plan).

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

17.04 A) The Board will continue to contribute its share to the benefit plans mentioned in clauses 17.01 and 17.02 for an employee who is covered by the provisions of the Workers' Compensation Act as per the terms of the Act.

B) If an employee is absent through illness, the Board will continue to contribute its share to the benefit plans mentioned in clauses 17.01 and 17.02 for a period of six (6) months or until notified by the employee within the six (6) month period that the employee does not wish to return to work.

ARTICLE 18 - MISCELLANEOUS

18.01 The Board shall provide bulletin boards accessible to the employees and shall post notices of Union meetings and other notices approved by the Divisional Superintendent of Human Resources or the Divisional Superintendent of Business and Finance on such boards.

18.02 Employees covered by this Collective Agreement who are required to operate their own vehicles when engaged in Board business shall receive a mileage allowance as provided by Board policy.

18.03 The Board may hire employees on a temporary or casual basis for special projects during the periods of heavy work load and in emergencies for periods not to exceed three (3) months. Such employees shall not be covered by the terms of this agreement other than wage rates.

A temporary vacancy is defined as:

A) one where the incumbent in the position is expected to return within one year. This time period may be longer when the replacement is for someone on sick leave or parental leave,

or

B) one where the position is of a definite limited duration not to exceed three (3) months.

18.04 The Board agrees to notify the Union in advance, of any technological changes which would result in the loss of employment or layoff of any employee in the bargaining unit. The Board also agrees to discuss with the Union practical ways and means of minimizing the effect upon the employees concerned prior to layoff.

ARTICLE 19 - TERMINATION

19.01 This Agreement shall become effective July 1, 1992 and shall terminate at midnight on January 31, 1994.

ARTICLE 20 - COURSE REIMBURSEMENT

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

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

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

ARTICLE 21 - NOTICE OF RENEWAL

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

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

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

The Canadian Union of Public Employees
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

The Recording Secretary
Local **2331**
Canadian Union of Public Employees
Sacred Heart Catholic High School
185 Jane St., Newmarket, Ontario **L3Y 6R2**

Bernadette Kenny
C.U.P.E. **2331** President
Phone Number **895 - 0501**

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

LETTER OF INTENT

WORK WEEK

The Board will make every attempt to assign work to employees as per the regular work weeks. **Work** assignments different from the regular work week (part-time) will occur only when the needs of the system **so** dictate. These part-time assignments are the exception to the rule.

This is in conformity with the Board's management rights as contained in Article 2 of the Agreement.



J.F. Seeley,
Divisional Superintendent of Human Resources

In witness whereof, the parties have

signed at GORMLEY Ontario, on the 27TH day
of MAY 1992.

THE YORK REGION ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD

THE CANADIAN UNION OF
PUBLIC EMPLOYEES

Nora Sullivan
Chair

J. Boitras

M. Abene
Secretary-Treasurer

J. J. Seely
Divisional Superintendent of Human
Resources

Mike Doyle
Employee Relations Officer

Frank L.
Manager of Human Resources

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2331

Benadette King
President

Margaret Linnelly
Secretary

SCHEDULE "A"

Exclusively for the purpose of Area Shop Stewards
these are the areas

WEST AREA SCHOOLS

Area Office III

Father John Kelly
Immaculate Conception
Our Lady of Fatima
Our Lady of Peace
Our Lady of the Rosary
San Marco
St. Catherine of Siena
St. Clare
St. Clement
St. David
St. Francis of Assisi
St. Gabriel the Archangel
St. Gregory the Great
St. John Bosco
St. Joseph the Worker
St. Margaret Mary
St. Peter

Father Bressani C.H.S.
Holy Cross C.H.S.

SOUTH AREA SCHOOLS

Bishop Scalabrini
Christ the King
Holy Family
Our Lady Help of Christians
St. Anne
St. Anthony
St. Charles Gamier
St. Joseph (R.H.)
St. Luke
St. Mary Immaculate
St. Michael
St. René Goupil

St. Robert C.H.S.
St. Elizabeth C.H.S.

ADMINISTRATION CENTRE(S)

EAST AREA SCHOOLS

Area Office II

Ecole Ste Marguerite-Bourgenys
John XXIII
Kateri Tekakwitha
Mother Teresa
St. Benedict
St. Edward
St. Francis Xavier
St. Joseph (M)
St. Justin Martyr
St. Mark
St. Matthew
St. Patrick (hl)
St. Vincent de Paul

Brother André C.H.S.
Father Michael McGivney C.H.S.

NORTH AREA SCHOOLS

Area Office I

Blue Hills Pre-School
Canadian Martyrs
Ecole St. Jean
Holy Name
Light of Christ
Notre Dame
Our Lady of the Annunciation
Our Lady of Good Counsel
Our Lady of Grace
St. Bernadette
St. Elizabeth Seton
St. Joseph (A)
St. Patrick (S)
St. Paul
St. Thomas of Aquinas

Cardinal Carter C.H.S.
Sacred Heart C.H.S.

SCHEDULE B-1

CLERICAL ASSIGNMENTS

Band	Points	Job Classification
1	180 - 229	Clerk Typist - Receptionist - Program Centre, Junior Clerk - Gormley Office
2	230 - 279	Clerk - Teacher Distribution Centre
3	280 - 329	Program Centre Clerk, Science Kits, General Clerk, Mail Room, Education Centre Clerk - Budget, Clerk - Facility Services Junior Clerk - Purchasing
4	330 - 379	Switchboard/Receptionist Clerk - Maintenance (Accounts)
5	380 - 429	Clerk - Transportation Clerk - Warehouse Clerk - Print Room Intermediate Accounting Clerk Library Clerk - Secondary
6	430 - 479	Senior Clerk - Purchasing Senior Accounting Clerk - Accounts Payable Library Clerk - Elementary
7	480 - 529	Senior Library Clerk - Secondary School Clerk - Assessment
8	530 - 579	Clerk - Maintenance (Work Orders) Accounting Clerk - Expediting, Intermediate Floater Accounting Clerk Senior Clerk - Teacher Distribution Centre
9	580 - 629	Clerk - Planning (re-evaluated April 1, 1991) Clerk - Resource Centre (Library) Accounting Clerk - Senior Expeditor
10	630 - 679	-----
11	680 - 729	Senior Clerk - Resource Centre

SCHEDULE B-1

SECRETARIAL ASSIGNMENTS

Band	Points	Job Classification
6	430 - 479	General School/Night School Secretary - Secondary Co-op Education Secretary Receptionist - Secondary
7	480 - 529	French Second Language Secretary - Program Centre Program Centre Secretary Attendance Secretary - Secondary School Secretary - Area Office School Secretary - Elementary Job Entry Grant - Secondary School (re-evaluated April 1, 1991)
8	530 - 579	Equity Office Secretary Guidance Secretary - Secondary Senior Secretary - Area Office
9	580 - 629	Supply Teacher Dispatcher S.A.S. - Secondary
10	630 - 679	-----
11	680 - 729 *	Bursar - secondary school Single School Secretary - Elementary School Senior School Secretary - Elementary School
12	730 - 779	Head Secretary - Secondary School

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

SCHEDULE B-2

EDUCATIONAL ASSISTANTS

Band	Points	Job Classification
6	430 - 479	Classroom Assistant - Elementary
7	480 - 529	Academic Hearing/Visually Impaired
8	530 - 579	Early Facilitation
9	580 - 629	Food Services Educational Support Tutorial - Secondary Physically Handicapped Behavioural Job Entry - Secondary
10	630 - 679	-----
11	680 - 729	Functional Life Skills

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

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

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

JOB SALARY

SCHEDULE B - 1

July 1, 1992 - December 31, 1992

CLERICAL

Band	Year 1	Year 2	Year 3	Year 4	Year 5
1	13.68	14.06	14.44	14.86	-
2	14.21	14.59	14.96	15.30	-
3	13.83	14.21	14.59	15.00	-
4	14.37	14.75	15.12	15.46	-
5	14.53	14.91	15.28	15.62	-
6	14.40	14.78	15.16	15.58	-
7	15.17	15.55	15.92	16.26	-
8	15.48	15.97	16.44	16.93	-
9	15.60	15.98	16.35	16.69	-
10	-	-	-	-	-
11	16.25	16.82	17.38	17.94	18.49
January 1, 1993 - January 31, 1994					
1	14.02	14.40	14.78	15.20	-
2	14.46	14.84	15.21	15.55	-
3	14.25	14.63	15.01	15.42	-
4	14.68	15.06	15.43	15.77	-
5	14.94	15.32	15.69	16.03	-
6	14.59	14.97	15.35	15.77	-
7	15.38	15.76	16.13	16.47	-
8	15.84	16.33	16.80	17.29	-
9	16.40	16.78	17.15	17.49	-
10	-	-	-	-	-
11	16.78	17.35	17.91	18.47	19.02

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

JOB SALARY

SCHEDULE B - 1

July 1, 1992 - December 31, 1992

SECRETARIAL

Band	Year 1	Year 2	Year 3	Year 4	Year 5
6	15.07	15.54	16.03	16.48	
7	15.45	15.91	16.40	16.86	-
8	15.54	16.01	16.50	16.95	-
9	15.88	16.35	16.84	17.29	-
10					-
11	16.40	16.86	17.35	17.81	-
12	17.38	17.93	18.48	19.03	19.58
January 1, 1993 - January 31, 1994					
6	15.31	15.78	16.27	16.72	-
7	15.86	16.32	16.81	17.27	-
8	15.89	16.36	16.85	17.30	-
9	16.38	16.85	17.34	17.79	-
10					-
11	17.27	17.73	18.22	18.68	-
12	18.29	18.84	19.39	19.94	20.49

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

JOB SALARY

SCHEDULE B - 2

July 1, 1992 - December 31, 1992

EDUCATIONAL ASSISTANTS

Band	Level	Year 1	Year 2	Year 3	Year 4
5	1	14.11	14.49	14.93	15.32
	2	14.51	14.99	15.48	15.92
	* 3	14.95	15.44	15.95	16.43
6	1	14.38	14.75	15.19	15.59
	2	14.78	15.26	15.74	16.19
	3	15.12	15.62	16.14	16.62
7	1	14.76	15.13	15.58	15.97
	2	15.15	15.63	16.12	16.56
	3	15.50	16.00	16.52	17.00
8	1	14.86	15.23	15.67	16.07
	2	15.25	15.72	16.21	16.66
	3	15.60	16.10	16.62	17.09
9	1	15.19	15.56	16.00	16.40
	2	15.58	16.05	16.54	16.99
	3	15.94	16.44	16.96	17.43
10		-	-	-	-
11	1	15.70	16.07	16.52	16.91
	2	16.10	16.58	17.07	17.51
	3	16.45	16.95	17.47	17.95
January 1, 1993 - January 31, 1994					
5	1	14.66	15.04	15.48	15.87
	2	14.82	15.30	15.79	16.23
	* 3	14.95	15.44	15.95	16.43
6	1	15.06	15.43	15.87	16.27
	2	15.16	15.64	16.12	16.57
	3	15.29	15.79	16.31	16.79
7	1	15.62	15.99	16.44	16.83
	2	15.71	16.19	16.68	17.12
	3	15.84	16.34	16.86	17.34
8	1	15.75	16.12	16.56	16.96
	2	15.74	16.21	16.70	17.15
	3	15.83	16.33	16.85	17.32
9	1	16.13	16.50	16.94	17.34
	2	16.23	16.70	17.19	17.64
	3	16.37	16.87	17.39	17.86
10		-	-	-	-
11	1	17.02	17.39	17.84	18.23
	2	17.12	17.60	18.09	18.53
	3	17.25	17.75	18.27	18.75

N.B. * Band 5 Level 3 - (Scale has no further pay equity adjustments required to reach male comparators of pay.)

APPENDIX A

PREGNANCY AND PARENTAL LEAVE

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

Definitions .

35. In this Part.

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

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

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

Pregnancy leave

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

When leave may begin

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

Notice

(3) The employee must give the employer,

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

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

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

Notice in special circumstances

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

- (a) written notice of the date the pregnancy leave began or is to begin; and
- (b) a certificate from a legally qualified medical practitioner that
 - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

End of pregnancy leave if parental leave available

38.(1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.

End of pregnancy leave if parental leave not available

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

End of pregnancy leave on employee notice

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

Parental leave	<p>38a.(1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,</p> <ul style="list-style-type: none"> (a) the birth of the child; or (b) the coming of the child into the custody, care and control of a parent for the first time.
Restriction on when leave may begin	<p>(2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.</p>
When mother's parental leave may begin	<p>(3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.</p>
Notice	<p>(4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.</p>
Special circumstances	<p>38b.(1) Subsection 38a (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.</p>
When leave in special circumstances begins	<p>(2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working</p>
Notice	<p>(3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.</p>
End of parental leave	<p>38c. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.</p>

Change of notice to begin leave

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

- (a) to an earlier date if the employee gives the employer at least **two** weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least **two** weeks written notice before the date leave was to begin.

Change of notice to end leave

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

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

Rights during leave

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

Benefit plans

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

Employer Contributions

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

Seniority

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

10/29/2

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

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

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

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

No discipline etc. because of leave 38g. **An** employer shall not ~~intimidate~~, discipline, suspend, lay off, dismiss or impose a penalty ~~on~~ an employee because the employee is or will become eligible **to** take, intends **to** take or takes pregnancy leave or parental leave.