

BOARD	Board	
DATE	97	01 01
TERM	98	12 31
MEMBERS	590	
NUMBERS	CB	
EMPLOYEES		

COLLECTIVE AGREEMENT

between

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

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2331**



Agreement Effective
January 1, 1997 - December 31, 1998



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C.U.P.E. LOCAL 2331
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THIS AGREEMENT made as of the 21st day of February, 1997

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

5.01 a) BARGAINING COMMITTEE

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.

b) GRIEVANCE COMMITTEE

The Union shall appoint a grievance committee to handle the presentation of grievances on the local's behalf. The Grievance Committee shall be comprised of the Union President, Chief Steward and additional Stewards or designates as require

c) LABOUR-MANAGEMENT COMMITTEE (OLRA)

On the request of either party, the parties shall meet at least once every two months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement. Such meetings will normally occur at 2:30 p.m.

The Union Labour-Management committee members shall be the Union President and additional members to a maximum of 5 people. The Board shall pay the members of the committee at their applicable straight time rate for the time they are absent from their regularly scheduled work while participating in such meetings.

5.02 SHOP STEWARDS

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 Catholic Education Centre. 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 prior permission of the steward's supervisor in servicing grievances at Stages 1 and 2.

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 Superintendent of Human Resources or other representative designated by the Board from time to time. Such representations shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the Grievance is based. Such official or other designate shall notify the employee of the time and place at which a meeting will be called 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

7.01 No employee shall be discharged or disciplined without just cause.

7.02 PERMANENT EMPLOYEES

A claim by a permanent employee of being unjustly disciplined or discharged **will be** dealt with in accordance **with the** provisions of Article 6.

7.03 PROBATIONERS

- a) A new employee **shall be** considered **as** a probationary employee for a period of sixty (60) days worked from the date of first commencing regular employment with the Board.
- b) Any action by a probationary employee that would merit any disciplinary action **will be** considered just cause for dismissal. The determination of just cause for any disciplinary action up to and including dismissal of a probationary employee is the exclusive responsibility of the Board.
- c) A claim by a probationary employee of being unjustly disciplined or discharged **will be** dealt **with** in accordance with the provisions of Article 6.

7.04 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.

7.05 **If** the Board **requires** an employee to **be** present at the Board's Catholic Education Centre 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 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 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 Catholic Education Centre 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 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 # 1

8.02 TOP UP PROVISION

In the event ~~that~~ extra hours of secretarial, clerical or educational assistant services are provided to a worksite/unit, the following shall apply;

- a) If the ~~number~~ of extra hours is less ~~than~~ 30 or 35 (as determined by 8.01) per week:

(Note: A vacated part-time position at a worksite/unit shall be considered as extra hours.)

i) the extra hours will be assigned to employees at the worksite/unit in the classification subject to seniority **and** scheduling restrictions, to allow the employees to top **up** to a full work week as defined in 8.01;

OR, failing such,

ii) the extra hours will **be** offered to other employees in the same category in the worksite/unit subject to seniority, job requirements, scheduling, and not splitting up the additional hours:

OR, failing such,

iii) the extra hours will be offered to other employees in the same category in the Board, subject to the restrictions in (ii) above;

OR, failing such,

iv) the recall mechanism will be accessed;

OR, failing such,

v) the posting mechanism will **be** accessed.

b) If the number of extra hours is 30 or 35 (as determined by 8.01) per week:

(Note: **A vacated full time position shall not be considered as extra hours.**)

i) Clause 11.06 will **be** accessed;

OR, failing such,

ii) 8.02 a) (i), (iv), or (v) shall be applied.

8.03 A non-paid lunch period of not more **than** one (1) hour and not less than one-half (½) 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 ½) 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 ½) 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 ½) 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 (1½) 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 ½), and for all time worked on a Sunday or Statutory holiday, employees shall be paid at the rate of double time.
- 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 he paid a minimum of three and one-half (3 ½) hours pay.

8.13 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.

8.14 When an Educational Assistant is sponsored by an in lieu of government **grant** and by virtue of the position may **be** required to work in excess of thirty-five (35) hours per week, the hours in excess of thirty-five (35) hours per week **to a maximum** of forty (40) hours per week will **be** paid at their normal rate of pay or straight time, and this not withstanding clause 8.04.

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:

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

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

- a) From the date of employ, continuous service to the June 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 (½) 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 **and** clerical employees which will show: name, classification, location, regular hours of work **and** seniority of each employee.
- b) one for educational assistants which will show: name, location, regular hours of work and seniority of each employer.

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 A) JOB SECURITY (for Secretarial & Clerical employees)

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 master list provided the Board may retain sufficient employees in each job classification **to** meet the requirements of operation.

B) JOB SECURITY (for Educational Assistants)

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 master list subject to the following:

Seniority **overrides** are a bona fide occupational requirement such as:

- a) Signing for students who are deaf, hard of hearing
- b) Food Services
- c) Gender requirements

Future seniority **overrides** will be mutually agreed to with the union.

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 **fulfil** the normal requirements of the job which is available. In the event **that** the most senior employee is unable to fulfil 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. For Educational Assistants, recall is subject **to** 11.04 B).

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 (educational assistants refer to 11.04 B). 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.

The provisions of a), b), c) above are subject to 11.04 B).

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. For Educational **Assistants**, forecast needs will be subject to 11.04 B).

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.

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 "C" hereto, which said schedule forms a part of this Agreement.

13.02 A) When an employer temporarily performs the duties of a higher paying position for a minimum of five (5) consecutive working days with the authorization of the 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 "B" 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 - SICK LEAVE

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

14.02 Each 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 When 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.

14.09 If an employee:

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

the employee (or their estate, as the case may be) shall be entitled to a gratuity calculated by multiplying the employee's normal rate of pay by fifty 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

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

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

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.

15.05 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.

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

The temporary employee's service in the position shall not be applicable or applied in consideration over a regular employee who applies for the vacant position.

The employee shall inform the Board at least one (1) month in advance of the date of return. The employee shall be returned to the former position and/or school. Should this position or school have been declared redundant, the employee shall be given a position of comparable status to that which the employee left.

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

- 15.09 Part-time employees regularly required to work less than thirty-five (35) hours a week shall be entitled to paid leaves of absence on a pro rata basis, based on hours of work.

ARTICLE 16 - PREGNANCY LEAVE & PARENTAL LEAVE

16.01 These leaves will be in conformity with ~~Section~~ 35 through 38G inclusive of the Employment Standards Act. (Included as Appendix A of this Agreement.)

16.02 Employees eligible for pregnancy leave may participate in the Board's SUB Plan. The Board will use the Unemployment Insurance benefits ~~sub~~ as presented by the employee to the Board to determine the amount the employee will receive. This amount is equal to the Unemployment Insurance benefit the employee receives for the two week period.

16.03 Employees eligible for pregnancy and/or parental leave will be granted a further leave of absence without pay for a total leave period not to exceed two (2) years provided a request in writing to that effect is submitted at least four (4) weeks before the expiry of the pregnancy and/or parental leave (s).

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

ARTICLE 17 - EMPLOYEE BENEFITS

17.01 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.

<u>Plan</u>	<u>Board's Percentage Contribution</u>
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	<p>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.</p> <p>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.</p>



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 Superintendent of Human Resources or the 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 January 1, 1997 and shall terminate at midnight on December 31, 1998.

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 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 Superintendent of Human Resources
or Designate
The **York** Region Roman Catholic Separate **School** Board
Catholic Education Centre
320 Bloomington Road West
Aurora, Ontario **L4G 3G8**

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

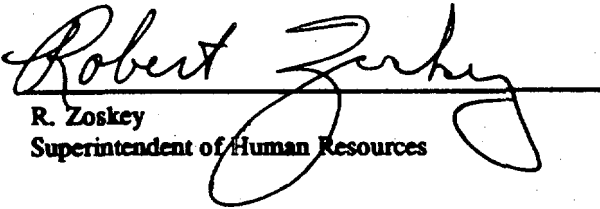
21.03 Any notice given under this Agreement shall **be** deemed given and received **as** of the business day immediately following the **date** of mailing..

LETTER OF INTENT # 1

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.



R. Zoskey
Superintendent of Human Resources

LETTER OF INTENT # 2

The York Region Roman Catholic Separate School Board endorses the use of Educational Assistants, as a special education support service, to assist the Teacher with the implementation of education, in its schools.

Since it is the goal of the Board and the members of the bargaining unit to provide students with the **best** possible educational opportunities, the following commitments/principles have been agreed to:

a) The Board is committed to ensuring **that** the workload assigned to Educational Assistants is **fairly** and equitably distributed. Assignments given to **Educational** Assistants in each school will **be** reviewed by the Superintendent of Education (Schools) **with** the Principal when discussing the organization of the school,

and

b) in the event **that** an Educational Assistant **has** a concern regarding an assignment, the Educational Assistant is encouraged to discuss the issue with the Principal first, and if still unresolved, access the grievance procedure **as** per the Collective Agreement,

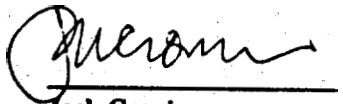
and

c) **as** a special education support service, Educational Assistants will be afforded the opportunity, at the school level, to provide input and/or express concerns on issues that affect their role **as** a support service.

t



Frank Bobesich
Director of Education
& Secretary Treasurer



Jack Cronin
Associate Director of
Academic
Instructional Services

LETTER OF INTENT #3

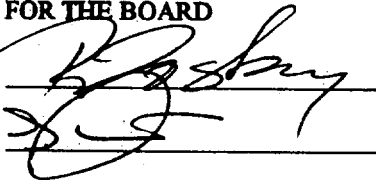
RE: Lunch Tune Supervisors

The parties agree that the following amendments are to form part of the tentative agreement signed February 21, 1997.

- i) Article 1.01 shall **be** interpreted as including "lunch time supervisors" **as an** occupational classification.
- ii) The regular work week for lunch time supervisors shall remain **as** seven **and** one half hours per five consecutive days, Monday through Friday.
- iii) Article 11.02 **shall be** interpreted to include lunch time supervisors on a seniority list separate from secretaries/clerks and educational assistants.
- iv) Article 11.04 A shall **be** interpreted to also include lunch time supervisors.
- v) Lunch time supervisors shall continue to **be** paid at the current hourly rate.

Dated at *Amherst* this *20* day of *May* 1997.

FOR THE BOARD



FOR C.U.P.E. LOCAL 2331

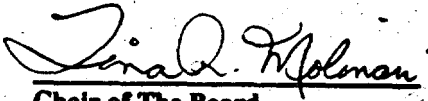


In witness whereof, the parties have signed at ~~Aurora~~ Ontario


on the 9th day of June, 1997.

THE YORK REGION ROMAN CATHOLIC
SEPARATE SCHOOL BOARD

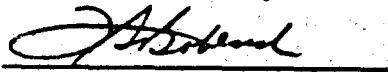
THE CANADIAN UNION
OF PUBLIC EMPLOYEES



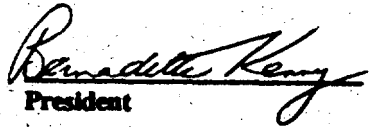
Chair of The Board



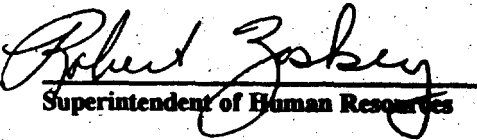
Canadian Union of
Public Employees, Local
2331



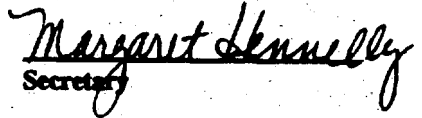
Secretary-Treasurer



President



Superintendent of Human Resources



Secretary

SCHEDULE "A"

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

WEST AREA SCHOOLS

Father **John Kelly**
Immaculate Conception
Our Lady of Fatima
Our **Lady** of Pence
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.
St. **Joan of Arc** C. H. S.

SOUTH AREA SCHOOLS

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

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

EAST AREA SCHOOLS

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

Brother **Andre** C. H. S.
Father Michael McGivney C. H. S.

FORTH AREA SCHOOLS

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

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

CATHOLIC EDUCATION CENTRE

SCHEDULE "B"

CLASSIFICATIONS

SECRETARIAL/CLERICAL &
EDUCATIONAL ASSISTANT

Band	Points	Job Classification
1	180 - 229	Junior Clerk
2	230 - 279	Clerk - Teacher Distribution Centre
3	280 - 329	Program Centre Clerk - Science Kits General Clerk, Education Centre Clerk - Facility Services Jr. Clerk - purchasing General Clerk, Meeting Rooms
4	330 - 379	Switchboard/Receptionist Clerk - Maintenance (Accounts)
5	380 - 429	Clerk - Transportation Clerk - Warehouse Clerk - Print Room Intermediate Accounting Clerk Library Clerk - Secondary School
6	430 - 479	Sr. Clerk - Purchasing Sr. Accounting Clerk - Accounts Payable Library Clerk - Elementary School Statistician Clerk General School Secretary - Secondary School (includes Night School) Co-op Education Secretary Receptionist - Secondary School
7	480 - 529	Sr. Library Clerk - Secondary School Clerk - Assessment Budget Clerk French Second Language Secretary Program Secretary Attendance Secretary - Secondary School Secretary - Area Office School Secretary - Elementary School Job Entry Grant Secretary - Secondary School

Band	Points	Job Classification
8	530 - 579	Clerk - Maintenance (Work Orders) Accounting Clerk - Expediting, intermediate Floater Accounting Clerk Sr. Clerk - Teacher Distribution Centre Equity Office Secretary Guidance Secretary - Secondary School Sr. Secretary - Area Office
9	580 - 629	Clerk - Planning Clerk - Resource Centre (Library) Accounting Clerk - Sr. Expeditor Supply Teacher Dispatcher S.A.S. - Secondary
10	630 - 679	Educational Assistant - General
11	680 - 729	Sr. Clerk - Resource Centre Bursar - Secondary School Single School Secretary - Elementary Sr. School Secretary - Elementary
12	730 - 779	Head Secretary - Secondary School

SCHEDULE "C"

PAY SCALES

JANUARY 1, 1997 - DECEMBER 31, 1998

Base

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
BAND 1	\$14.35	\$14.73	\$15.11	\$15.53	
BAND 2	\$14.71	\$15.09	\$15.46	\$15.80	
BAND 3	\$14.66	\$15.04	\$15.42	\$15.83	
BAND 4	\$14.99	\$15.37	\$15.74	\$16.08	
BAND 5	\$15.34	\$15.72	\$16.09	\$16.43	
BAND 6	\$15.54	\$16.01	\$16.50	\$16.95	
BAND 7	\$16.19	\$16.68	\$17.15	\$17.64	
BAND 8	\$16.27	\$16.73	\$17.22	\$17.68	
BAND 9	\$17.07	\$17.44	\$17.88	\$18.28	
BAND 10	\$17.70	\$18.07	\$18.49	\$18.91	
BAND 11	\$18.33	\$18.70	\$19.15	\$19.54	
BAND 12	\$19.19	\$19.74	\$20.29	\$20.84	\$21.39

APPENDIX A

EMPLOYMENT STANDARDS PART XI

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

- 36(2) An employee may **begin** pregnancy leave no earlier than may begin seventeen weeks before the expected birth date.

Notice

- 36(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 in the case of **an** employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage **that** happens earlier **than** the employee was expected **to** give birth.

Notice in Special Circumstances

- 37(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

- 38(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

- 38(3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or **(2)** if the employee gives the employer at least four weeks written notice of that day.

Parental Leave

- 38a (1) An employee who **has** been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
- (a) the birth of the child; or
 - (b) the coming of the child **into** the custody, care and control of a parent for the first time.

Restriction on When Leave May Begin

- 38a(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.

When Mother's Parental Leave May Begin

- 38a(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.

Notice

38a(4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.

Special Circumstances

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.

When Leave In Special Circumstances Begins

38b(2) The parental leave of an employee described in subsection (1) **begins** on the day the employee stops **working**.

Notice

38b(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**.

End of Parental Leave

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.

Change of Notice to Begin Leave

38d(1) **An** employee who has given notice **to** begin notice 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 the leave was to begin.

Change of Notice to End Leave

38d(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

38e(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

38e(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

38e(4) Seniority continues to accrue during pregnancy leave or parental leave.

Reinstatement

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

Reinstatement Where Employer's Operations Have Been Suspended Etc.

38f(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

38f(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

38g **An** employer shall not intimidate, discipline, suspend, etc. 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.