

COLLECTIVE AGREEMENT

BETWEEN

**York Region
District School Board**

- and -

**Canadian Union of Public Employees
Local 1734**



September 1, 2005 to August 31, 2009

Errors and Omissions Excepted

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CUPE Local No. 1734

Collective Agreement

Between

York Region

District School Board

- and -

Canadian Union of Public Employees

Local 1734



September 1, 2005 to August 31, 2009

Errors and Omissions Excepted

Collective Agreement
Between
York Region District School Board
and
Canadian Union of Public Employees
Local 1734
For September 1, 2005 to August 31, 2009

Whereas it is the intent and purpose of the Union and the Board to further harmonious relations between the Board and its employees.

Now therefore, this Agreement witnesseth that the parties mentioned above hereby agree as follows:

For the Union

Linda Jewett
Chief Negotiator

Lorne Trevors,
Administrator

Romina Aidelman,
Child and Youth Worker

Wendy Allen,
Secretary to Learning Resources

Rusty Barron,
School Technology Assistant

Carolyn Britton,
Assistant Head Secretary - Secondary

Richard Burke
Assistant for the Developmentally Handicapped

Kim Jackson,
Assistant for the Developmentally Handicapped

For the Board

Ken Thurston,
Chief Negotiator

Bruce Richardson,
Associate Director of Education

Jaimini Randev,
Superintendent of Employee Services

Connie Blundell,
Coordinator – Educational Assistants

Dorothy Cammaert,
Manager, HR Administration

Linda Dallman,
Senior Manager, Finance Services

Bill Hogarth,
Director of Education

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PART A – GENERAL

A.1.0 SCOPE AND RECOGNITION

A.1.1 The word "employee" or "employees" wherever used in this Agreement shall mean the employees of the York Region District School Board in the collective bargaining unit set out in A.1.2.

A.1.2 The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with 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 District School Board as outlined under the "Position" section in Article B.1.0 – Rates of Pay of this Collective Agreement, including new bargaining unit positions created during the life of this Agreement.

A.1.3 Wherever the singular is used in this agreement, it shall be construed as if the plural has been used where the context of the party or parties hereto so requires.

A.1.4 Wherever the term "Supervisor" is used, it shall be deemed to mean the employee's immediate Supervisor outside of the bargaining unit. A school Principal is considered to be the employee's immediate Supervisor.

A.2.0 DURATION OF AGREEMENT

A.2.1 The parties hereto agree that this Collective Agreement shall be effective from the 1st day of September 2005 until the 31st day of August 2009 and thereafter from year to year unless notice of desire to amend or terminate this Collective Agreement is given by either party to the other party within a period of not less than thirty (30) calendar days, nor more than ninety (90) calendar days prior to the expiry date of this Collective Agreement.

A.2.2 If notice of desire to amend or terminate this Agreement is given by either party, then the parties agree to meet for the purpose of negotiations within fifteen (15) calendar days after the giving of such notice if requested to do so, or at any other time mutually agreed upon by the parties.

A.3.0 NO STRIKES - NO LOCKOUTS

A.3.1 The Board undertakes that there will not be a lockout as defined in the Labour Relations Act during the term of this Agreement.

A.3.2 The Union undertakes that there shall be no strike as defined in the Labour Relations Act during the term of this Agreement.

A.4.0 GRIEVANCE AND ARBITRATION PROCEDURES

A.4.1 For the purposes of this Agreement, a grievance is defined as being a claim that there has been a violation of this Agreement and that the Board or the Union has acted, for the purpose of application, administration or interpretation, in a manner which violates this Agreement.

A.4.2 Only the Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the employer in the manner provided in the Grievance Procedures. Such a grievance shall commence at Step 1.

A.4.3 If an employee has a complaint, the employee shall first discuss the complaint with his/her immediate Supervisor.

A.4.4 If the subject matter of the complaint is not settled within a period of five (5) working days, then the following steps in the Grievance Procedure should be followed:

A.4.4.1 Step 1:

All written grievances must be submitted within ten (10) working days after the circumstances which gave rise to it came or ought to have come to the attention of the individual concerned. The aggrieved employee shall first submit the grievance to his/her Steward. If the Steward considers the matter to be a grievance, as defined in A.4.1, then the employee, accompanied by his/her Steward, may present his/her grievance in writing to his/her Supervisor. The grievance shall be in writing, signed by the Steward and shall advise management of the remedy sought and any provision of this Collective Agreement upon which the grievance is based. The Supervisor shall answer in writing the grievance within five (5) working days after he/she has received same. In the normal course, the applicable Manager, Coordinator or Administrator would not have been present at the Step 1 meeting. However, in the event the Manager, Coordinator or Administrator does attend the meeting, then it will be considered to have been a Step 2 meeting, and the Manager, Coordinator or Administrator will have ten (10) working days to answer the grievance in writing. If the Grievance is not then settled, the Union may proceed directly to Step 3.

A.4.4.2 Step 2:

If the grievance is not then settled, then the grievor may, accompanied by his/her Steward within five (5) working days after the written decision of the Supervisor has been received or should have been received, present the grievance to the applicable Manager, Coordinator or Administrator or other representative designated by the Board from time to time. The Manager, Coordinator or Administrator or other representative designated by the Board shall answer the grievance in writing within five (5) working days after the grievance has been received.

A.4.4.3 Step 3:

If the grievance is not settled in accordance with Step 2, then within ten (10) working days after the decision of the Manager, Coordinator or Administrator or other designate has been received or should have been received, then the grievance may be presented to the Superintendent of Employee Services who shall convene the Management Committee. Upon receiving the grievance, the Management Committee shall notify the Business Representative of the Union, of the time and place of a meeting when they will discuss and consider the representations made and the decisions reached at Step 2. The meeting shall take place within ten (10) working days after the Management Committee has received the grievance and the decision of the Management Committee shall be given in writing to the Business Representative of the Union within ten (10) working days after such a meeting.

The Management Committee shall be made up of the Associate Director of Education (Business), the Superintendent of Employee Services, Manager, HR Administration and/or one other member to be determined from time to time.

A.4.5 The Board may submit to the Union a grievance with respect to the conduct of the Union, its Officers, or Stewards, members or with respect to any alleged violations of the Collective Agreement. Such a grievance may be presented by the Board, in writing, to the Business Representative of the Union, within ten (10) working days after the occurrence of the matter which is the subject of the grievance. If such a grievance is not settled, it may be referred to arbitration in accordance with the provision of A.4.8 of this Agreement.

- A.4.6 The Union may submit a Policy Grievance which is distinguishable from the grievance of any individual employee and which concerns the Union itself and which alleges a violation of this Agreement. Such a grievance may be presented in writing to the Superintendent of Employee Services, who shall convene the Management Committee as referred to in the Grievance Procedure within ten (10) working days after the alleged violation. If the grievance is not settled within ten (10) working days, it may then be referred to arbitration under the provisions of A.4.8 of this Agreement.
- A.4.7 Where a specific provision of this Agreement has been alleged to have been violated or misinterpreted, a Group Grievance (i.e., two or more employees in one or more locations) may be presented by the Union denoting the number of employees affected. The grievance shall be signed by those grieving or by three members of the Union Executive, which shall identify those who are grieving. The grievance must be presented to the Superintendent of Employee Services or designate within ten (10) days of the alleged violation or misinterpretation. If the grievance is not settled within ten (10) working days, it may be referred to the Management Committee as referred to in the Grievance Procedure. If the grievance is not settled within ten (10) working days it may be referred to arbitration under the provisions of A.4.8 of this Agreement. Such a grievance will only be possible where the remedy sought is identical.

- A.4.8 In the event that a grievance is to proceed to arbitration, then the party going to arbitration must send a Notice of Intention to proceed to arbitration to the other party within ten (10) working days after the last Step in the Grievance Procedure has been exhausted. The Notice of Intention to proceed to arbitration shall contain a statement of the matter in dispute and the relief sought from an Arbitration Board. The statement must also include the name and address of the party's nominee to the proposed Arbitration Board.
- The parties may agree by mutual consent to have the grievance heard by a single Arbitrator. In this case an Arbitrator will be selected by mutual agreement of the parties.
- A.4.9 The party who receives the Notice of Intention to proceed to arbitration shall then notify the other party of the name and address of its nominee to the proposed Arbitration Board within ten working days after receiving the notice.
- A.4.10 The two nominees so appointed shall attempt to select a Chair for the Board, but if they are unable to agree upon the selection within a period of ten (10) working days, either of the nominees shall then have the right to request the Minister of Labour for Ontario to appoint a Chair for the Arbitration Board. Where the parties agree to have the grievance heard by a single arbitrator and the parties are unable to agree on the appointment of an arbitrator, they shall request that an appointment be made by the Minister of Labour of Ontario.
- A.4.11 Each party shall bear the expenses of its own nominee to an Arbitration Board or Arbitrator, as the case may be, and the parties shall jointly and equally bear the expenses of the Chair.
- A.4.12 No grievance may be submitted to a Board of Arbitration/Arbitrator or dealt with by a Board of Arbitration/Arbitrator, unless it has been properly carried through all the required steps of the Grievance and Arbitration Procedures.

- A.4.13 The Board of Arbitration/Arbitrator may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.
- A.4.14 The Arbitration Board/Arbitrator shall have the power to determine if any matter is arbitrable. Any Board of Arbitration/Arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to nor amend any of the terms of this Agreement. The jurisdiction of the Arbitration Board/Arbitrator shall be strictly confined to dealing with the issue in dispute between the parties, as outlined in the notice of intention to proceed to arbitration and to the issues outlined in the grievance.
- A.4.15 The decision of a Board of Arbitration shall be final and binding upon the parties and for this purpose the decision shall be unanimous or one reached by a majority of the members of the Board, provided, however, that if there is no majority decision of the Board, then the decision of the Chair shall constitute a final and binding decision of the Board. In the case of a single Arbitrator, the decision of the single Arbitrator shall be final and binding upon the parties.
- A.4.16 Time limits set forth in this Article may be extended by mutual agreement between the parties hereto.

A.4.17 If an employee is discharged, his/her grievance must be presented in writing, signed by the employee concerned, within five (5) working days after the discharge, to the Superintendent of Employee Services who shall answer the grievance in writing within five (5) working days after the grievance is presented to him/her. The employee's Steward shall be present when the employee presents his/her grievance. If the grievance is not settled, it shall be presented by the Grievance Committee to the Management Committee in accordance with the procedure outlined in Step 3 of the Grievance Procedure within five (5) working days after the written answer of the Superintendent of Employee Services has been received by the employee.

A.4.18 Where an employee's grievance against his/her discharge or suspension comes before an Arbitration Board/Arbitrator, the Board may make a ruling:

A.4.18.1 confirming the Board's decision; or

A.4.18.2 reinstating the employee with or without compensation for wages lost, (except for the amount of remuneration the employee has received elsewhere); or

A.4.18.3 disposing of the grievance in any other manner which may be just and equitable.

A.4.19 It is understood that no grievance may be submitted concerning the discharge, lay-off or other forms of disciplinary action of a probationary employee.

A.5.0 RESERVATION OF BOARD RIGHTS

A.5.1 The Union acknowledges that the management of the Board's operation and the direction of its employees shall continue to be vested exclusively with the Board and shall, among other things include the right to:

A.5.1.1 hire, promote, transfer,

- A.5.1.2 make and alter reasonable rules and regulations to be observed by the employee,
- A.5.1.3 demote, suspend, discharge or otherwise discipline employees for just cause.
- A.5.2 All rights set forth in this Article will not be exercised in a manner contrary to the provisions of this Collective Agreement.

A.6.0 UNION SECURITY

- A.6.1 All employees in the bargaining unit, except those working less than eleven (11) hours a week, shall be required to pay Union dues.
- A.6.2 The deduction of Union dues shall be made from each pay period and the total amount of Union dues deducted shall be forwarded by the Board to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the fifteenth (15th) day of the following month together with a list of names and addresses of all employees from whose wages the deductions have been made and a total of all wages paid to employees in the bargaining unit, exclusive of overtime and fringe benefits. A copy will be sent by the Board to the Secretary-Treasurer of the Union.
- A.6.3 When a new employee covered by the terms of this Agreement is hired, within sixty (60) working days a member of the Union shall be given an opportunity to notify the new employee of the name of his/her Steward and shall acquaint the employee with the Union security provisions of this Agreement and shall also give the new employee a copy of this Collective Agreement.

A.7.0 SENIORITY

- A.7.1 In the 2005/2006 school year, of this Collective Agreement, seniority means the length of service with the Board or with any predecessor Board of Education which has been amalgamated or merged with the Board, and seniority shall operate on a bargaining unit-wide basis. Commencing

September 1, 2006, seniority shall mean length of service within CUPE Local 1734.

- A.7.2 A new employee shall be on probation for a period not exceeding ninety (90) working days. When an employee proves satisfactory he/she shall be confirmed in his/her position and his/her name shall be placed on seniority list and his/her seniority shall date back to the date of his/her hire.
- A.7.3.1 The Board will maintain a seniority list showing each employee's name, his/her job classification and the date upon which his/her seniority commenced.
- A.7.3.2 The seniority list will be revised and posted in each work location twice a year at the end of May and the end of November, and the Board will send two copies of the list to the Union.
- A.7.3.3 Complaints about the accuracy of the seniority list will be considered within thirty (30) working days of the date of posting and the list shall be deemed to be accurate if no complaint or grievance is received within the said time limit of thirty (30) working days.
- A.7.4 Those transferred to positions not covered by this Agreement, will retain their seniority accumulated in the bargaining unit for a period of twelve (12) months, or up to twenty-four (24) months by mutual agreement of the parties, and if transferred back into the bargaining unit within the agreed upon period, they shall be credited with all previously accumulated seniority within CUPE 1734, provided that no bargaining unit employee who has completed his/her probationary period shall be displaced as a result of such transfer.

A.7.5 If an employee is absent from work because of personal illness, accident or leave of absence authorized by the Board, he/she shall not lose his/her seniority rights. However, an employee's seniority shall be lost and his/her employment deemed to be terminated for any of the following reasons:

A.7.5.1 dismissal for just cause;

A.7.5.2 voluntary resignation;

A.7.5.3 lay-off for twelve (12) consecutive months;

A.7.5.4 failure to report to the Board within the time specified in a recall notice or failure to report for work on the date specified in a recall notice unless unable to do so for a valid reason.

Notices of recall shall be sent by registered mail to the employee's last address on Board records and a copy will be sent to the Recording Secretary of the Union;

A.7.5.5 absence from work for three (3) consecutive working days without a valid reason;

A.7.5.6 absence from work due to illness or injury for more than two (2) years.

A.7.6 **Address/Phone Number Change**

A.7.6.1 It shall be the duty of the employee to notify the Board, specifically Employee Services, in writing within seven (7) days of any change of address or telephone number. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail to the address of the employee which appears on the Board's records shall be conclusively deemed to have been received by the employee.

A.8.0 TRADE UNION REPRESENTATION

- A.8.1 The Union shall elect or appoint a maximum of sixteen (16) Stewards for each of the school years 2005/2006 and 2006/2007, and a maximum of eighteen (18) Stewards for each subsequent year of this Collective Agreement. The Union agrees that it will endeavour not to elect or appoint more than one Steward per worksite, with no more than one Steward to be released per worksite at the same time. It is understood that transfers may result in more than one Steward per site for the balance of that school year. The absence of a Steward from his/her normal duties shall be subject to the operational needs of the employer. Such absence shall not be unreasonably denied, and any such denial must be given to the Steward in writing.
- A.8.2 A person shall not qualify to serve as a Steward unless he/she has acquired seniority under the terms of this Agreement.
- A.8.3 The Union shall inform the Board within ten (10) working days of any change to the list of Stewards.
- A.8.4 The Board shall not be obliged to recognize any Steward unless the Board has been properly informed of her appointment or election.
- A.8.5 In addition to the Stewards elected or appointed pursuant to A.8.1, the Union shall elect or appoint a Chief Steward.
- A.8.6 The Board agrees to recognize a Union Grievance Committee comprised of the Chief Steward, one other Steward and one Executive Officer of the Union.
- A.8.7.1 It is clearly understood that Stewards will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or other Union business.

- A.8.7.2 In accordance with this understanding the Board will compensate the Stewards, also any grievor for any loss of pay for time spent at meetings with the Board or for time spent by Stewards in the investigation or processing of grievances.
- A.8.7.3 This allowance does not apply for any time spent on these matters outside regular working hours.
- A.8.8.1 It is understood that the Stewards and the committee members have their regular work to perform on behalf of the Board.
- A.8.8.2 If it is necessary for a committee member or Steward to service a grievance during his/her working hours, he/she shall not leave his/her work without first obtaining the permission of his/her immediate available Supervisor.
- A.8.8.3 If requested, he/she shall give a reasonable explanation why he/she deems such action is necessary and when resuming his/her regular work, he/she shall then again report to his/her immediate available Supervisor.
- A.8.8.4 Permission from a Supervisor shall not be unreasonably withheld.
- A.9.0 LABOUR MANAGEMENT RELATIONS**
- A.9.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out the Union will supply the Board with the names of its officers.
- A.9.2 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representatives shall have reasonable access to the Board's premises in order to investigate and assist in the settlement of a grievance.

- A.9.3.1 There shall be no **loss** of regular wages by an employee when serving and meeting on an approved Board/Union Committee.
- A.9.3.2 No employee negotiating committee member shall be required to report to work on negotiation days provided that direct negotiations take place for any part of such days.
- A.9.3.3 The Board reserves the right to limit the payment for up to six (6) employees in A.9.3.2. In the period six (**6**) months prior to the termination of the Collective Agreement, each member of the Union Bargaining Committee shall be entitled to one and one half (1-1/2) days off with pay to prepare for negotiations.
- A.9.3.4 Notwithstanding A.9.3.3, no payment toward the employee negotiating team will be made by the Board, when third party assistance is entered into.
- A.9.3.5 Employees who are members of and attend approved Board/Union Committees and who are scheduled to work that day shall report to work for the remainder of the required work time.
- A.9.4 All correspondence between the parties, arising out of this Agreement and incidental thereto, shall pass to and from the Superintendent of Employee Services and the Recording Secretary of the Union.
- A.9.5 The Board shall consult the Union when any change of status of members of the Bargaining Unit is considered.
- A.9.6 Notwithstanding the above, the Board shall forward to the Union President, copies of Staff Appointment Forms. The above procedure will not include temporary transfers for a period of less than thirty (30) days.

A.10.0 UNION/MANAGEMENT COMMITTEE

- A.10.1 The Board and the Union agree to recognize a Union/Management Committee which shall be made up of up to five (5) representatives of each party which shall meet at regular intervals at a time mutually agreed upon by the parties for the purpose of discussing mutual concerns which are not properly matters to be dealt with by other committees.
- A.10.2 The Board agrees that no employee shall be subject to any **loss** of normal earnings due to the time spent by the employee when attending any meetings of the Committee.

A.11.0 VACANCIES AND JOB POSTINGS

- A.11.1 **All** new positions as well as first and second generation vacancies which occur within the Bargaining Unit shall be posted at all work locations for a period of five (5) working days before the vacancy is permanently filled. This procedure is to be followed **so** that all Board staff will know of the vacancy or of the new position and be able to submit a written application for same. The notice of the vacancy or new position shall contain the following information: location if possible, nature of position, qualifications, required knowledge and education, skill, shifts and wage or salary rate or range, and reason for the posting. The Board shall interview qualified applicants on the basis of seniority.
- A.11.1.2 The employer agrees to consider written employee requests for all third generation and subsequent vacancies prior to hiring outside employees. Employees will advise the Board of their interest for such vacancies through the approved process.
- A.11.1.3 Vacancies arising during the summer months will be received and where possible, posted in all Administration Offices and Secondary Schools and on the Board's hotline/website. At all times and for all postings articles A.11.1 shall apply.

- A.11.2 All applications for a posted vacancy or a new position shall be made using the approved application process.
- A.11.3 It is understood that the Board shall have the right to temporarily fill a vacancy until it has been permanently filled for a period of up to thirty (30) working days or for a longer period of time by mutual agreement of the Union and the Board.
- A.11.4 In filling any posted vacancy or new position for a position within the Bargaining Unit the Board will consider skill, ability, qualifications and training of the staff in question to perform the normal required work; however, where these are relatively equal, the employee with the most seniority within the Bargaining Unit, shall be selected. The Bargaining Unit employee shall have priority preference to any Bargaining Unit position. If no suitable applications are received, the Board reserves the right to hire.
- A.11.5.1 Any successful Bargaining Unit applicant filling a vacancy or new position will be placed in the vacancy or new position for a trial period not exceeding thirty (30) working days and if the employee proves satisfactory during this period of time, he/she will then be confirmed in his/her new classification.
- A.11.5.2 During the trial period, the employee will be paid the rate of pay for the job he/she is doing.
- A.11.5.3 If the employee proves unsatisfactory during the trial period, he/she will be returned to his/her former rate of pay and will be returned to his/her former work location. Should he/she wish to return to his/her former position or location during the trial period, he/she may be returned by mutual agreement.
- A.11.5.4 If there is no mutual agreement, he/she will be returned to his/her former rate of pay at another location.

- A.11.6 When a successful applicant has been chosen for a vacancy, Article A.9.6 shall apply. This information will be forwarded to the Union in a timely fashion.
- A.11.7 Those twelve (12) month employees filling vacancies as a result of their applying to a job posting are to remain twelve (12) months at their position. Ten (10) month employees are to remain in their position until the end of the school year. However, this requirement can be waived with permission from the Superintendent of Employee Services, or if the position ceases to exist. This does not prevent employees from applying for a position or from applying for a promotion during the twelve (12) month period.
- A.11.8 In order to provide continuity of care to students with special needs, Special Education Assistants, Child & Youth Workers, Health Assistants and Assistants for the Developmentally Handicapped cannot transfer job locations during the school year without approval from the Superintendent of Employee Services. This does not prevent employees from applying for a position during the school year.

PART B – WAGES AND BENEFITS**B.1.0 RATES OF PAY AND CLASSIFICATIONS**

(Note: See B.1.0.2. for Market Adjustment Job Classifications)

**YEAR ■ EFFECTIVE SEPTEMBER 1, 2005 TO AUGUST 31, 2006
AN INCREASE OF \$0.49 per hour.**

Classification	September 1, 2005 to August 31, 2006			
	Step 1	Step 2	Step 3	Step 4
Band 1 (330-379) Booking Office Operator*	14.60	15.00	15.40	15.80
Band 2 (380-429) Assistant Night School Secretary Clerical Office Services Secretary Media Resources Summer School Asst. Head Secretary	17.27	17.67	18.07	18.47
Band 3 (430-479) A.V. Assistant Dispatcher Media Specialist 1 Program Assistant Records Management Clerk Special Education Assistant Summer Institute Secretary Switchboard/Receptionist Warehouse Person	17.58	17.98	18.38	18.78
Band 4 (480-529) Clerical 2 Clerical 2 Special Ed. Computer Lab Assistant* Offset Operator Digital Operator Head Night School Secretary Outdoor Ed. Assistant School Secretary A & B Swim Assistant	17.88	18.28	18.68	19.08

Band 5 (530-579) Assistant Buyer Courseware Specialist Library Technician Media Specialist 2 Project Scheduler School Technology Assistant Summer School Head Secretary	18.89	19.29	19.69	20.09
Band 6 (580-629) Accounting Representative Asst. for the Developmentally Handicapped Asst. Head Secretary - Secondary Child and Youth Worker Clerical 3 Communicative Disorder Assistant Food & Nutrition Manager Health Assistant Outdoor Ed. Program Assistant Offset Operator 2 Oral Interpreter Payroll Representative School Brailist Summer Institute Operations/ Educational Assistant	20.43	20.83	21.23	21.63
Band 7 (630-679) Library Automation Tech. Plant Tech. Architectural/Eng.	20.74	21.14	21.54	21.94
Band 8 (680-729) A.V. Technician Graphic Artist Hardware Assistant* School Office Administrative Assistant Continuing Education ESL Administrative Assistant	21.61	22.01	22.41	22.81
Band 9 (730-779) School Office Supervisor Computer Resource Asst.*	27.40	27.80	28.20	28.60

* No incumbent, not evaluated

**YEAR 2 EFFECTIVE SEPTEMBER 1, 2006 TO AUGUST 31, 2007
AN INCREASE OF \$0.50 per hour.**

Classification	September 1, 2006 to August 31, 2007			
	Step 1	Step 2	Step 3	Step 4
Band 1 (330-379) Booking Office Operator*	15.10	15.50	15.90	16.30
Band 2 (380-429) Assistant Night School Secretary Clerical Office Services Secretary Media Resources Summer School Asst Head Secretary	17.77	18.17	18.57	18.97
Band 3 (430-479) A.V. Assistant Dispatcher Media Specialist 1 Program Assistant Records Management Clerk Special Education Assistant Summer Institute Secretary Switchboard/Receptionist Warehouse Person	18.08	18.48	18.88	19.28
Band 4 (480-529) Clerical 2 Clerical 2 Special Ed. Computer Lab Assistant* Offset Operator Digital Operator Head Night School Secretary Outdoor Ed. Assistant School Secretary A & B Swim Assistant	18.38	18.78	19.18	19.58
Band 5 (530-579) Assistant Buyer Courseware Specialist Library Technician Media Specialist 2 Project Scheduler School Technology Assistant Summer School Head Secretary	19.39	19.79	20.19	20.59

Band 6 (580-629) Accounting Representative Asst. for the Developmentally Handicapped Asst. Head Secretary - Secondary Child and Youth Worker Clerical 3 Communicative Disorder Assistant Food & Nutrition Manager Health Assistant Outdoor Ed. Program Assistant Offset Operator 2 Oral Interpreter Payroll Representative School Brailist Summer Institute Operations/ Educational Assistant	20.93	21.33	21.73	22.13
Band 7 (630-679) Library Automation Tech. Plant Tech. Architectural/Eng.	21.24	22.64	22.04	22.44
Band 8 (680-729) A.V. Technician Graphic Artist Hardware Assistant* School Office Administrative Assistant Continuing Education ESL Administrative Assistant	22.11	22.51	22.91	23.31
Band 9 (730-779) School Office Supervisor Computer Resource Asst.*	27.97	28.37	28.77	29.17

* No incumbent, not evaluated

**YEAR 3 EFFECTIVE SEPTEMBER 1, 2007 TO AUGUST 31, 2008
AN INCREASE OF \$0.54 per hour.**

Classification	September 1, 2007 to August 31, 2008			
	Step 1	Step 2	Step 3	Step 4
Band 1 (330-379) Booking Office Operator*	15.64	16.04	16.44	16.84
Band 2 (380-429) Assistant Night School Secretary Clerical Office Services Secretary Media Resources Summer School Asst. Head Secretary	18.31	18.71	19.11	19.51
Band 3 (430-479) A.V. Assistant Dispatcher Media Specialist 1 Program Assistant Records Management Clerk Special Education Assistant Summer Institute Secretary Switchboard/Receptionist Warehouse Person	18.62	19.02	19.42	19.82
Band 4 (480-529) Clerical 2 Clerical 2 Special Ed. Computer Lab Assistant* Offset Operator Digital Operator Head Night School Secretary Outdoor Ed. Assistant School Secretary A & B Swim Assistant	18.92	19.32	19.72	20.12
Band 5 (530-579) Assistant Buyer Courseware Specialist Library Technician Media Specialist 2 Project Scheduler School Technology Assistant Summer School Head Secretary	19.93	20.33	20.73	21.13

Band 6 (580-629) Accounting Representative Asst. for the Developmentally Handicapped Asst. Head Secretary - Secondary Child and Youth Worker Clerical 3 Communicative Disorder Assistant Food & Nutrition Manager Health Assistant Outdoor Ed. Program Assistant Offset Operator 2 Oral Interpreter Payroll Representative School Brailist Summer Institute Operations/ Educational Assistant	21.47	21.87	22.27	22.67
Band 7 (630-679) Library Automation Tech. Plant Tech. Architectural/Eng.	21.78	22.18	22.58	22.98
Band 8 (680-729) A.V. Technician Graphic Artist Hardware Assistant* School Office Administrative Assistant Continuing Education ESL Administrative Assistant	22.65	23.05	23.45	23.85
Band 9 (730-779) School Office Supervisor Computer Resource Asst.*	28.55	28.95	29.35	29.75

* No incumbent, not evaluated

**YEAR 4 EFFECTIVE SEPTEMBER 1, 2008 TO AUGUST 31, 2009
AN INCREASE OF \$0.66 per hour.**

Classification	September 1, 2008 to August 31, 2009			
	Step 1	Step 2	Step 3	Step 4
Band 1 (330-379) Booking Office Operator*	16.30	16.70	17.10	17.50
Band 2 (380-429) Assistant Night School Secretary Clerical Office Services Secretary Media Resources Summer School Asst. Head Secretary	18.97	19.37	19.77	20.17
Band 3 (430-479) A.V. Assistant Dispatcher Media Specialist 1 Program Assistant Records Management Clerk Special Education Assistant Summer Institute Secretary Switchboard/Receptionist Warehouse Person	19.28	19.68	20.08	20.48
Band 4 (480-529) Clerical 2 Clerical 2 Special Ed. Computer Lab Assistant* Offset Operator Digital Operator Head Night School Secretary Outdoor Ed. Assistant School Secretary A & B Swim Assistant	19.58	19.98	20.38	20.78
Band 5 (530-579) Assistant Buyer Courseware Specialist Library Technician Media Specialist 2 Project Scheduler School Technology Assistant Summer School Head Secretary	20.59	20.99	21.39	21.79

Band 6 (580-629) Accounting Representative Asst. for the Developmentally Handicapped Asst. Head Secretary - Secondary Child and Youth Worker Clerical 3 Communicative Disorder Assistant Food & Nutrition Manager Health Assistant Outdoor Ed. Program Assistant Offset Operator 2 Oral Interpreter Payroll Representative School Brailist Summer Institute Operations/ Educational Assistant	22.13	22.53	22.93	23.33
Band 7 (630-679) Library Automation Tech. Plant Tech. Architectural/Eng.	22.44	22.84	23.24	23.64
Band 8 (680-729) A.V. Technician Graphic Artist Hardware Assistant* School Office Administrative Assistant Continuing Education ESL Administrative Assistant	23.31	23.71	24.11	24.51
Band 9 (730-779) School Office Supervisor Computer Resource Asst.*	29.39	29.79	30.19	30.59

* No incumbent, not evaluated

B.1.0.1 The Employer and the Union agree that the following job classifications listed below may be given consideration for a “market adjustment”. Such market adjustment will allow the Employer to hire into these classifications at the market value rate as established in Article B.1.0.2, should market conditions dictate that recruitment within the normal job rate is not possible. The Employer agrees to provide the Union with a verifiable market scan prior to the expiration of this agreement and whenever a “market adjustment” **is** to be given consideration for any position not included below:

- Help Desk Operator
- Assistant Liaison Officer
- Computer Operator
- Admin. Desktop Support Analyst
- Sr. Admin. Desktop Support Analyst
- Desktop Support Technician
- Sr. Desktop Support Technician
- Liaison Officer
- Web** Master
- Network Analyst
- Sr. Network Analyst
- Programmer Analyst
- Buyer
- Central Brailist
- Sign Interpreter
- Transportation Officer

B.1.0.2 The parties agree that the following are the market adjusted rates for the term of this agreement:

YEAR 1 EFFECTIVE SEPTEMBER 1, 2005 TO AUGUST 31, 2006
AN INCREASE OF \$0.49 per hour.

Classification	September 1, 2005 to August 31, 2006			
	Step 1	Step 2	Step 3	Step 4
Band 3 (430-479) Help Desk Operator	21.99	22.39	22.79	23.19
Band 5 (530-579) Assistant Liaison Officer	21.86	22.26	22.66	23.06
Band 5 (530-579) Computer Operator	21.99	22.39	22.79	23.19
Band 6 (580-629) Central Braillist Sign Interpreter	26.20	26.60	27.00	27.40
Band 7 (630-679) Liaison Officer Buyer Admin. Desktop Support Analyst Desktop Support Tech.	25.47	25.87	26.27	26.67
Band 7 (630-679) Sr. Admin. Desktop Support Analyst	27.33	27.73	28.13	28.53
Band 8 (680-729) Network Analyst	25.47	25.87	26.27	26.67
Band 8 (680-729) Web Master	28.93	29.33	29.73	30.13
Band 8 (680-729) Programmer Analyst	30.44	30.84	31.24	31.64
Band 9 (730-779) Sr. Network Analyst Sr. Desktop Support Tech.	28.93	29.33	29.73	30.13

YEAR 2 EFFECTIVE SEPTEMBER 1, 2006 TO AUGUST 31, 2007 AN INCREASE OF \$0.50 per hour.				
Classification	September 1, 2006 to August 31, 2007			
	Step 1	Step 2	Step 3	Step 4
Band 3 (430479) Help Desk Operator	22.49	22.89	23.29	23.69
Band 5 (530-579) Assistant Liaison Officer	22.36	22.76	23.16	23.56
Band 5 (530-579) Computer Operator	22.49	22.89	23.29	23.69
Band 6 (580-629) Central Brailist Sign Interpreter	26.70	27.10	27.50	27.90
Band 7 (630-679) Liaison Officer Buyer Admin. Desktop Support Analyst Desktop Support Tech.	25.97	26.37	26.77	27.17
Band 7 (630-679) Sr. Admin. Desktop Support Analyst	27.83	28.23	28.63	29.03
Band 8 (680-729) Network Analyst	25.97	26.37	26.77	27.17
Band 8 (680-729) Web Master	29.43	29.83	30.23	30.63
Band 8 (680-729) Programmer Analyst	30.94	31.34	31.74	32.14
Band 9 (730-779) Sr. Network Analyst Sr. Desktop Support Tech.	29.43	29.83	30.23	30.63
Transportation Officer	(No Wage Rate Assigned)			

YEAR 3 EFFECTIVE SEPTEMBER 1, 2007 TO AUGUST 31, 2008
 AN INCREASE OF \$0.54 per hour.

Classification	September 1, 2007 to August 31, 2008			
	step 1	Step2	Step 3	Step 4
Band 3 (430-479) Help Desk Operator	23.03	23.43	23.83	24.23
Band 5 (530-579) Assistant Liaison Officer	22.90	23.30	23.70	24.10
Band5 (530-579) Computer Operator	23.03	23.43	23.83	24.23
Band 6 (580-629) Central Braillist Sign Interpreter	27.24	27.64	28.04	28.44
Band 7 (630-679) Liaison Officer Buyer Admin. Desktop Support Analyst Desktop Support Tech.	26.51	26.91	27.31	27.71
Band 7 (630-679) Sr. Admin. Desktop Support Analyst	28.37	28.77	29.17	29.57
Band 8 (680-729) Network Analyst	26.51	26.91	27.31	27.71
Band 8 (680-729) Web Master	29.97	30.37	30.77	31.17
Band 8 (680-729) Programmer Analyst	31.48	31.88	32.28	32.68
Band 9 (730-779) Sr. Network Analyst Sr. Desktop Support Tech.	29.97	30.37	30.77	31.17

YEAR 4 EFFECTIVE SEPTEMBER 1, 2008 TO AUGUST 31, 2009
 AN INCREASE OF \$0.66 per hour.

Classification	September 1, 2008 to August 31, 2009			
	Step 1	Step 2	Step 3	Step 4
Band 3 (430-479) Help Desk Operator	23.69	24.09	24.49	24.89
Band 5 (530-579) Assistant Liaison Officer	23.56	23.96	24.36	24.76
Band 5 (530-579) Computer Operator	23.69	24.09	24.49	24.89
Band 6 (580-629) Central Brailist Sign Interpreter	27.90	28.30	28.70	29.10
Band 7 (630-679) Liaison Officer Buyer Admin. Desktop Support Analyst Desktop Support Tech.	27.17	27.57	27.97	28.37
Band 7 (630-679) Sr. Admin. Desktop Support Analyst	29.03	29.43	29.83	30.23
Band 8 (680-729) Network Analyst	27.17	27.57	27.97	28.37
Band 8 (680-729) Web Master	30.63	31.03	31.43	31.83
Band 8 (680-729) Programmer Analyst	32.14	32.54	32.94	33.34
Band 9 (730-779) Sr. Network Analyst Sr. Desktop Support Tech.	30.63	31.03	31.43	31.83
Transportation Officer	(No Wage Rate Assigned)			

- B.1.0.3 Method of Payment for Incremental Purposes and Rate Increases**
- B.1.0.4 All employees on staff January 1, 1987 will be placed on the appropriate grid step in B.1.0. This grid step includes a new rate increase plus any applicable increment or portion thereof.
- B.1.0.5 For subsequent increments the anniversary date for moving to the next step will be January 1.
- B.1.0.6 All employees hired after January 1, 1987 will be placed on the appropriate grid step in B. 1.0.
- B.1.0.7 For employees under B.1.0.6 the anniversary date for incremental purposes will be the start date.
- B.1.0.8 For all employees the effective date for rate increase only will be January 1.
- B.1.0.9 A Bilingual Secretary, where required, will receive a premium of \$.35 cents per hour.
- B.1.0.10 An employee who operates a forklift on a regular basis shall receive the forklift operator premium of \$.020 (twenty cents) per hour if he/she has successfully completed specialized training as required by the Ministry of Labour.
- B.1.1 An employee assigned, promoted or reclassified to a higher paying position shall be placed in an experience grade in the new classification which is at least higher by an increment than the previous rate up to the maximum of the new classification.
- B.1.2 Wages shall be paid by a deposit to the employee's account at only chartered banks or trust companies on the CIBC electronic network (service code 1) every second Thursday.
- B.1.3 When an employee is temporarily appointed in a higher paying classification for fifteen (15) days or more, he/she shall receive the rate for the classification for which he/she is temporarily substituting. Such payment shall be retroactive to

the date he/she assumed the duties.

B.2.0 OVERTIME

- B.2.1 The parties agree that accumulated lieu time as compensation for overtime shall be taken at a time mutually agreed upon by the employee and the Supervisor.
- a) All pre-authorized hours in excess of seven (7) hours in any workday, shall be paid for by the Board at the rate of time and one-half of the equivalent of the employee's pro-rated hourly rate. Pre-authorization must be given by the Principal or non-bargaining unit Supervisor.
 - b) An employee may choose to accumulate lieu time instead of payment. Such time cannot exceed twenty-one (21) hours in a six (6) month period. The rate of accumulation will be at appropriate overtime rates.
 - c) The accumulated time shall be taken off at a time mutually agreed to by the employee and the Principal or non-bargaining unit Supervisor.
- B.2.2 Double time shall be paid for all hours worked on Sundays except when the time is accumulated as lieu time.
- B.2.3 Overtime shall be distributed as equally as practicable among employees normally performing the work in question.
- B.2.4 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.
- B.2.5 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

B.3.0 SHIFT WORK AND SHIFT PREMIUM

B.3.1 In the event that the Board institutes a second shift, which shall be defined as any shift when the majority of hours worked are after 5:00 p.m., the parties shall meet to negotiate shift conditions and an appropriate shift premium. Failing agreement, the matter may be resolved by the Arbitration Procedures established in this Agreement.

B.3.2 For the term of this Agreement, should a shift term be introduced for any employee, the conditions as set out in B.3.1 shall apply and such shift shall end no later than 11:00 p.m. The shift premium shall be:
Effective Sept. 1, 2005 \$.51 cents per hour;
Effective Sept. 1, 2006 \$.52 cents per hour;
Effective Sept. 1, 2007 \$.53 cents per hour;
Effective Sept. 1, 2008 \$.55 cents per hour.

B.4.0 CALL IN EMERGENCY WORK GUARANTEE

B.4.1 An employee who has left work and is called back to work after completing his/her normal work day to perform an emergency assignment shall be paid for such work at a minimum amount equal to four hours' pay at the equivalent of the employee's straight time hourly rate. Such employee shall be eligible for travel allowance in accordance with Board policy.

B.4.2 Any full time employee called in to work prior to the commencement of his/her normal work day shall be paid at the rate of time and one-half for all time worked prior to the employee's normal starting time. Any such time shall not be included for the purposes of computing overtime pay as provided in Article B.2.1.

B.5.0 WEEKEND WORK ASSIGNMENTS

- B.5.1 Where the employee is called in or scheduled to perform a weekend work assignment on a Saturday or Sunday he/she shall be paid for such work performed on either of these days a minimum amount equal to four **(4)** hours pay at straight time.
- B.5.2 For Information Services employees, the Board agrees to pay for one hour of on-call for each day the employee is requested to be on-call.

B.6.0 INSURED EMPLOYEE BENEFITS

B.6.1 OMERS:

- B.6.1.1 The Board shall maintain its present share of the premium cost of the Ontario Municipal Employees Retirement System Plan (OMERS) for all employees.

B.6.2 Ontario Health Insurance:

- B.6.2.1 If a hospital insurance plan requiring premiums is reintroduced, the Board will pay 100% of the premium cost of the plan for its full-time employees unless otherwise specified in this Agreement.

B.6.3 Semi-Private:

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

B.6.4 Extended Health Care:

- B.6.4.1 The Board shall pay 100% of the premium cost of extended health care coverage which shall include provision for vision care coverage in any two consecutive calendar years for all full-time employees as follows:
- \$250 effective the first day of the month following ratification;
 - \$275 effective September 1, 2006 ;

- \$300 effective September 1, 2007

B.6.4.2 The Board shall pay 100% of the premium cost of extended health care coverage which shall include \$200 hearing aid coverage every 24 months for all its full-time employees effective September 1, 2001.

B.6.5 Dental Plan:

B.6.5.1 The Board shall pay 100% of the premium cost for a basic dental plan for all its full-time employees.

B.6.5.2 The Board shall pay 100% of the premium cost for a basic dental plan with the:

- 2004 Ontario Dental Association (ODA) rates effective the first day of the month following ratification;
- 2005 ODA rates effective September 1, 2006;
- 2006 ODA rates effective September 1, 2007;
- 2007 ODA rates effective September 1, 2008.

B.6.5.3 A member may, subject to enrolment requirements of the insurance carrier, participate in a major restorative rider or an orthodontic rider. The employee will pay 100% of the cost.

B.6.6 Group Insurance:

B.6.6.1 The Board shall pay 100% of the premium cost for a Group Life Insurance Plan for all full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.

B.6.6.2 Triple life insurance coverage may be carried by an employee, subject to the enrolment requirements of the insurance carrier, with the employee paying the total difference in premium from double salary coverage to triple salary coverage. In accordance with the requirements of the benefits carrier, life insurance coverage will cease on an employee's 65th birthday.

B.6.6.3 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, a member who retires from the Board prior to age 65 or is on LTDI may retain membership in

any of the Group Benefit Plans to which he/she belonged at the time of retirement or is placed on LTDI, until he/she attains the age of 65 years. The retired member, and/or the members on LTDI must pay the full premium cost to maintain his/her participation and coverage under the group contracts.

B.6.6.4 The Board shall pay 100% of the premium cost for an Accidental Death and Dismemberment Plan for all full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.

B.6.6.5 It is a condition of employment that a member participates in a Long Term Disability program. Employees pay 100% of the premium cost.

B.6.7 **Change of Carrier:**

B.6.7.1 The Board may change the carrier of any benefit plan (other than OHIP) provided that any benefits provided by such other carrier are at least equivalent to the present benefits in this Collective Agreement.

B.7.0 PAID HOLIDAYS

B.7.1 The following shall be recognized as paid holidays and will be paid for at the employee's regular rate of pay. When any of the following holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday or the preceding Friday shall be deemed to be a holiday for the purpose of this Agreement, subject to the right of the Board to schedule it. During the first thirty (30) days of employment, a new employee will qualify for a paid holiday as stipulated in the *Ontario Employment Standards Act*.

1. New Year's Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Canada Day
6. Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Christmas Day
10. Boxing Day

- B.7.2.1 Two **(2)** float holidays per year shall be observed at a time mutually agreed upon between the Supervisor and the employee. A new employee must have passed his/her probationary period to receive float days. New employees hired after June 1st will only be entitled to one (1) float day in the calendar year in which they are hired.
- B.7.2.2 **All** float holidays must be used within the calendar year of January 1 to December 31.
- B.7.3 In the event that an additional day, other than those listed in B.7.1 ~~is~~ proclaimed a school holiday, that day will replace one (1) of the float days in B.7.2.1.
- B.7.4 Civic Holiday shall be celebrated on such day as designated by the Board.
- B.7.5 Part-time employees shall be paid for the holidays listed in B.7.1 at their regular daily rate.
- B.7.6 An employee will be paid for a holiday provided that he/she:
- a) works his/her last full scheduled day before and his/her first full scheduled day after such holiday and works on such holiday if he/she is scheduled to work, unless he/she makes some other arrangement satisfactory to the Board:
 - b) is on the active payroll of the Board and not on a leave of absence, Workplace Safety & Insurance Board or lay-off;

- c) is absent on one or both of the days due to personal illness, provided, however, that the Board may require the employee to provide a satisfactory medical certificate.

B.7.7 If any of the holidays listed in B.7.1 are observed during an employee's vacation, he/she shall be entitled to an extra day's pay or an extra day's vacation with pay, as the employee and the Board may determine by mutual agreement.

B.7.8 Employees who are required to work on a paid holiday shall be paid for all hours worked at the rate of double time the equivalent of the employee's straight time hourly rate, in addition to whatever holiday pay to which the employee may be entitled.

B.8.0 VACATION AND VACATION PAY

B.8.1 A full-time employee who, on the 30th day of June in each year, has:

- a) completed less than one (1) year of continuous service with the Board shall receive vacation with pay equivalent to one and one-quarter days for each month of service;
- b) completed one (1) year of continuous service, but less than ten (10) years of continuous service with the Board shall receive three (3) weeks vacation with pay per year;
- c) completed ten (10) years of continuous service with the Board but less than twenty (20) years continuous service with the Board, shall receive four (4) weeks vacation with pay per year;
- d) completed twenty (20) or more years of continuous service with the Board shall receive five (5) weeks vacation with pay per year.

- B.8.1.1 Vacation is an accrued benefit, which is earned in the vacation year prior to the year in which vacation is taken. Employees who are absent from work without pay will not have earned their full vacation entitlement. This will be calculated as follows:

$$\frac{\text{\# of days absent w/o pay} \times \text{vacation entitlement}}{260}$$

= # of days not earned for vacation purposes

- B.8.2 Those employees who are employed for a specified period of time, which is less than a full calendar year, shall receive vacation pay in accordance with the foregoing provisions. In the event that such employees are granted part of their vacation during the Christmas and winter breaks, any balance of the vacation pay to which they are entitled for that year will be paid to them at the conclusion of the school year.
- B.8.3 Employees who work less than twelve (12) months per year shall receive vacation pay of 6%, 8% or 10% of gross annual earnings as of June 30 each year, less any vacation pay received during the school year.
- B.8.4 In the event of an employee's services terminated for any reason prior to June 30th in any year, she shall be paid any vacation pay to which he/she is entitled at the time of his/her termination in the appropriate pro-rated amount. Should an employee die, his/her estate shall be credited with the value of vacation pay owing his/her.
- B.8.5.1 Vacations shall be taken during school vacation periods, at the discretion of the Board. However, a request in writing by an employee to take his/her vacation at another time shall not be unreasonably denied.

- B.8.5.2 Where two (2) or more employees in the same work location or department request vacation at the same time, and such requests cannot all be approved due to staffing requirements at such work location or department, then seniority shall be the deciding factor to determine which employee(s) shall be granted the vacation time as requested.
- B.8.6 For the purposes of computing qualifications for vacation with pay, the service rendered by an employee to a predecessor Board of Education which has been amalgamated or merged with the Board shall be counted.
- B.8.7 Sick leave may be substituted for vacation where an employee can substantiate by means of a medical certificate that he/she was incapacitated for five (5) consecutive working days or more during this vacation period. Under these circumstances, the time for future vacation, which is given to the employee, shall be deducted from the employee's sick leave bank.
- B.8.8. An employee may request to carry over one (1) week of vacation entitlement from one (1) year to the next. Such carry over must be used the following year.

B.9.0 MILEAGE ALLOWANCE

- B.9.1 If an employee is asked and agrees to operate his/her own vehicle when engaged in Board business, he/she shall be entitled to the prevailing mileage allowance according to Board policy.

B.10.0 MEAL ALLOWANCE

- B.10.1 When an employee is required to work three (3) hours or more beyond the end of his/her regularly scheduled work day or is called into work three (3) hours or more prior to the commencement of his/her regularly scheduled shift, he/she shall be paid a meal allowance of \$7.00 provided that the employee completes his/her entire regular workday.

B.11.0 SICK LEAVE AND RETIREMENT BENEFITS

B.11.1 The sick leave account of a full-time twelve (12) month employee shall be credited with two (2) days per month, twenty-four (24) days per year, on September 1 of each year, in advance. Such sick leave shall be with pay and the employee may carry forward the unused portion of any sick leave from one (1) year to another up to a maximum of two hundred and sixty-four (264) days.

For the purpose of this article the word "year" shall mean the period commencing on the 1st day of September and ending the 31st day of August the following year. The sick leave of employees who work less than twelve (12) months will be pro-rated accordingly.

B.11.2 Part-time employees shall be entitled to the benefits provided in B.11.1 on a pro-rated basis.

B.11.2.1 An employee must inform his/her Supervisor of an absence prior to the absence, giving reason for the absence and the expected duration of the absence.

B.11.3 Under normal circumstances no medical certificate shall be required for an absence up to five (5) consecutive working days. However, for employees who may have repeated absences from work that are charged to sick leave, the Board may require a medical certificate for any and/or all further absences. Requests must be made in writing.

B.11.4 The sick leave account of each employee shall be charged in accordance with the following provisions:

- a) one (1) day for each day of absence due to illness or injury;
- b) one (1) day for absence due to writing examinations approved by the Board (maximum 1 day per exam):

- c) one (1) day for absence due to the moving of an employee's prime residence [situations of family break-up will be covered] (maximum 1 day per year);
 - d) three (3) days where absence is necessary due to the severe illness of a parent, spouse, or child (maximum 3 days per year);
 - e) one (1) day for attending a funeral;
 - f) convocation from a post-secondary institution of employee, spouse, or child but a maximum of 1 day per occasion;
 - g) five (5) paternity days for birth or adoption of employee's child.
- B.11.4.0
- i) Observance of a Faith Day for a sincerely held religious belief (maximum three (3) days with no charge to sick leave or retirement gratuity).
 - ii) For the purposes of a Faith Day for a sincerely held religious belief, there shall be no deduction from pay for absences of an additional two (2) days, but an employee absent from duty for these two (2) days shall have these days charged to his/her sick leave account.
- B.11.4.1
- It is understood that deductions from the sick leave account for absences other than (a) above shall be in accordance with *Employment Insurance Regulations*.
- B.11.5
- The sick leave account of any employee shall not be charged due to absences for the following reasons:
- a) jury duty as provided in C.4.0 of this Collective Agreement;
 - b) quarantine, provided the employee is not the person who is ill;
 - c) attendance at conferences and conventions

approved by the Board;

- d) exceptional circumstances as determined by the Board, specifically the Superintendent of Employee Services shall make the determination.
- B.11.6 For absences due to injuries covered by Workplace Safety & Insurance Board, the Board shall pay full salary, by deducting from the employee's sick leave account the number of days equivalent to the fraction of salary not paid by the Workplace Safety & Insurance Board. Payments by the Workplace Safety & Insurance Board shall be paid directly to the York Region District School Board.
- B.11.7 Any employee who has attained the age of fifty-five (55) years or more, or whose combined age and years of service exceed the eighty (80) factor or any other factor as determined by OMERS, and who ceases to be employed because of retirement from the Board's service due to age or who ceases to be employed by reason of disability and is immediately entitled to draw a pension, shall be paid a Retirement Gratuity in an amount not exceeding fifty percent (50%) of his/her accumulated sick leave credit, up to a maximum of one hundred and twenty (120) days' earnings at his/her regular rate immediately prior to retirement. In case of an employee's death, the above benefit would be paid to the employee's designated beneficiary for group life insurance unless otherwise stipulated in writing by the employee.
- B.11.8 An employee retiring due to disability shall obtain a medical certificate stating the need for early retirement from a doctor approved by the Board.
- B.11.9 The amount of Retirement Gratuity shall be calculated by dividing the employee's salary by two hundred and forty (240) days and multiplying the result by the number of days in the employee's Retirement Gratuity account. The credit in the employee's Retirement Gratuity account shall be calculated as follows:

- a) at the end of each year a maximum of nine **(9)** days shall be added to the employee's Retirement Gratuity account, subject to a deduction of the number of days equivalent to the first and second days of each absence during that year, except in no case shall the figure added to the Retirement Gratuity account exceed the number of days by which the employee's sick leave credit has been increased because of that year;
- b) absences shall affect the Retirement Gratuity account only when the number of days in an employee's sick leave account is reduced to equal the number of days in the Retirement Gratuity account, in which case both the sick leave account and Retirement Gratuity account shall be reduced by one day for each day of absence.

B.11.10 Once each year, not later than the last day of December, each employee shall be given a statement notifying him/her of his/her sick leave position and his/her retirement gratuity at the end of August of that same year.

B.12.0 RETROACTIVE SALARY

B.12.1 In the event that ratification of a new agreement occurs after the expiration of the term of this Agreement, then retroactive salary payment shall be made to all employees on staff as of the date of ratification and to employees who have retired between the expiry date of the contract and the ratification date and to the estate of any employee who has died between the said dates, in all cases calculated on the time worked by the employee between the said dates.

B.13.0 EDUCATIONAL TRUST FUND

B.13.1 The Board agrees to provide an Educational Trust Fund for the purpose of upgrading the qualifications of employees. The fund will be used to assist employees taking accredited courses, which may prove beneficial to the Board. Accreditation of a course and the amount of assistance to be provided for each employee shall be determined by the Union/Management Committee. The Board will provide \$18,000.00 for the fund in each of the school years 2005/2006 and 2006/2007, and \$20,000.00 in each subsequent year of the Collective Agreement.

B.13.2 Notwithstanding the above, an employee cannot request any assistance from the Educational Trust Fund to assist with costs incurred in B.14.1.

B.13.3 Upon successful completion by the employee of academic or technical courses and/or seminars, which are approved in advance by the Union – Management Committee, the employee shall be entitled to the prevailing reimbursement as per Board policy.

B.14.0 NIGHT SCHOOL/CONTINUING EDUCATION CLASSES

B.14.1 After the minimum for a class requirement has been met, and there is a vacancy in any of the night school classes of Continuing Education classes operated by the York Region District School Board, an employee may register in any class, subject to any special requirements or prerequisites, without paying any course registration fee. However, the employee shall be subject to payment at his/her own expense of any fees or financial costs.

B.15.0 **BOARD SPONSORED COURSES**

B.15.1 The parties agree that the Board will provide the Union with a list of Board sponsored courses that CUPE Local 1734 members are able to access. The employer will work jointly with the Labour Management committee of Local 1734 to develop a **list** of possible workshops/courses that will be offered to employees.

PART C – LEAVES OF ABSENCE**C.1.0 LEAVES GENERAL**

- C.1.1 An employee may be granted a leave of absence without pay, without benefits and without **loss** of seniority up to sixty (60) calendar days if his/her written application is approved by the appropriate official of the Board and is sent to the Board's business office at least fifteen (15) calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting of any leave of absence will be confirmed in writing.
- C.1.2 An employee must have accumulated at least one (1) year of seniority in order to qualify for a leave of absence as outlined in Article C.1.1. The employee may apply in advance so long as the qualification would be met on or before the start of the leave.
- C.1.3 An employee may be granted a leave of absence without pay, without benefits and without **loss** of seniority of greater than sixty (60) calendar days and up to but no longer than one (1) year if approved by the Director or his/her designate. An employee requesting leave under C.1.3 shall make the request in writing to the Superintendent of Employee Services or his/her designate at least 30 calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting of the leave of absence shall be confirmed in writing.
- C.1.4 An employee must have accumulated at least two (2) years' seniority in order to qualify for a leave of absence as outlined in Article C.1.3. The employee may apply in advance **so** long as the qualification would be met on or before the start of the leave.
- C.1.5 An employee granted a leave under C.1.1 or C.1.3 shall have his/her position guaranteed for one year.

C.1.6 An employee on leave may retain his/her membership in any benefit plan to which he/she was registered, by paying full premiums applicable under a preauthorized plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.

C.2.0 LEAVES FOR UNION BUSINESS

C.2.1.1 An employee who is elected or appointed for a full time position with the Union will be granted a leave of absence without pay or **loss** of seniority for a period of up to one year. Such leave may be extended by the Board.

C.2.1.2 Upon written request by the employee, he/she may maintain his/her insured employee benefit coverage provided that the full premium cost is paid by the employee.

C.2.2 Upon written request by the Union given not less than ten (10) calendar days in advance to the Board, the Board will grant leave of absence without pay or **loss** of seniority to the employees named in such request to absent themselves to attend Union conventions or seminars or local business of the Local Union, limited, however, for each such event to not more than twelve (12) employees and to time off of not more than one hundred and fifty (150) person days per Agreement year. It is understood that not more than one (1) employee shall be absent from the same work location or Board office department at the same time. During such leave, the Board shall pay to the employee his/her regular wages and benefits and bill the cost of such to the Union for reimbursement within sixty (60) calendar days after expiration of such leave. No requests shall result in any one employee having an excessive amount of time off in a school year.

C.2.3 The Board agrees to pay the cost of wages and benefits for the full-time release of one person

designated by the Union as CUPE 1734 President.

- C.2.3.1 The President of CUPE 1734 shall receive the pay rate according to his/her classification plus \$2.75 per hour.
- C.2.3.2 The position of President shall be a twelve (12) month position.
- C.2.3.3 An employee whose term as President ends shall have the right to return to the same position he/she held prior to holding the position of President of CUPE 1734. If, however, no position exists at the level the employee held prior to the leave, then the rate of that position will be paid for one (1) year. After that time, the employee will be paid at the rate of the position he/she holds. The employee displaced by the return of the former Union President shall be placed in accordance with the surplus practices of the Board.
- C.2.3.4 The Board agrees to the full time release of one person designated by the Union as the CUPE Local Chief Steward on the condition that this release is cost-shared equally between the parties. The Chief Steward shall receive the pay rate according to his/her classification.

C.3.0 BEREAVEMENT LEAVE

- C.3.1 An employee shall be granted three (3) regularly scheduled consecutive work days' leave without **loss** of salary or wages or charge to sick leave in the event of the death of an employee's parent, spouse, sibling, child, mother-in-law or father-in-law, grandparent, or grandchildren.
- C.3.2 A leave of one (1) day shall be granted for the purpose of attending a funeral, other than listed in C.3.1. Such absence shall be deducted from Sick Leave Credits in accordance with Article B.11.4.

C.4.0 JURY AND/OR CROWN WITNESS DUTY

- C.4.1 The Board shall grant leave of absence without **loss** of seniority to an employee who serves as a

juror or crown witness in any court.

C.4.2 The Board shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or as a crown witness, excluding payment for travelling, meals or other expenses.

C.4.3 The employee will present proof of service and attendance and the amount of pay received.

C.5.0 PREGNANCY/PARENTAL LEAVE

For the purpose of implementing Articles C.5.0, C.6.0, C.7.0, C.8.0, July and August shall be deemed as months worked for ten (10) month employees.

C.5.1 "Pregnancy Leave" means leave of absence of seventeen (17) weeks or less without pay granted pursuant to the *Employment Standards Act, 2000*.

C.5.2 "Parental Leave" means leave of absence of thirty-five (35) weeks or less without pay if the employee took pregnancy leave and thirty-seven (37) weeks or less without pay if the employee did not take pregnancy leave, pursuant to the *Employment Standards Act, 2000*.

C.5.3 Pregnancy/Parental Leave will be granted pursuant to the *Employment Standards Act, 2000*.

C.5.4 Pursuant to the terms of the Act, an employee should notify his/her Principal or immediate Supervisor as soon as possible of the pregnancy and arrange a suitable date for the commencement of the leave.

C.5.5 The employee shall not work and the Board shall not cause his/her to work or permit his/her to work until six weeks after the date of delivery or for such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.

C.5.6 An employee returning from a Pregnancy/Parental Leave shall have his/her position guaranteed with the Board, subject to other terms

within this Agreement.

- C.5.7 The Board shall continue to pay its share of the employee's insured Employee Benefit Plans for the period of the Pregnancy/Parental Leave.
- C.5.8 An employee returning from Pregnancy/ Parental Leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.
- C.5.9 An employee on Pregnancy/Parental Leave shall not apply for payment from the Sick Leave Plan or Account, during the leave.
- C.5.10 An employee returning from Pregnancy/ Parental Leave shall have existing sick leave benefits and Retirement Gratuity Credits fully reinstated.
- C.5.11 A position held by an employee going on Pregnancy/Parental Leave shall be filled in an acting capacity. Under this condition the Union agrees that Article A.11.3 shall apply.

C.6.0 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

- C.6.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by employees from Services Canada, (formerly known as Human Resources Development Centre of Canada) for temporary unemployment caused by Pregnancy or Parental Leaves.
- C.6.2 The employee must be eligible to receive E.I. pregnancy or parental benefits from Services Canada, (formerly know as Human Resources and Development Centre of Canada) and must also be eligible for pregnancy or parental leave under the *Ontario Employment Standards Act*.
- C.6.2.1 A SEB payment will not be made if the employee accesses the sick leave/gratuity plan and if the EI waiting period has been waived.
- C.6.3 An application for SEB must be made by the employee on a form to be provided by the Board. The employee shall provide verification of the approval of the E.I. claim.

C.6.4 A SEB payment shall be made only when it has been verified that the employee has applied and qualified for E.I.

C.6.5 The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. The benefit level paid to an employee under this Plan is 100% of the approved E.I. benefits level. The combined weekly rate of the E.I. benefit and SEB payments will not exceed 95% of the employee's normal weekly earnings.

C.6.6 The employee shall sign an agreement with the Board indicating:

(a) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board for a period of one year after returning from the employee's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement; and

(b) that should the employee not comply with (a) above the employee shall reimburse to the Board any monies paid to the employee under this SEB Plan.

C.7.0 INFANT CARE LEAVE

C.7.1 "Infant Care Leave" means a leave of absence without pay to provide a period of time, following Pregnancy/Parental Leave for a parent to take care of a new born child.

C.7.2 To be eligible for an Infant Care Leave, an employee must have been continuously employed by the Board for a period of two (2) years exclusive of statutory leaves.

C.7.3 An employee who is eligible for an Infant Care Leave may apply at the same time as a Pregnancy/Parental Leave or no later than sixty (60) days prior to the date the Pregnancy/Parental Leave is to end.

C.7.4 The sum of a Pregnancy/Parental Leave and an Infant Care Leave granted under this Collective Agreement may be up to one (1) year and thirty-five (35) weeks.

- C.7.5 The application for Infant Care Leave shall include the requested expiration date of the leave.
- C.7.6 An employee on Infant Care Leave shall not be paid employee benefits during the period of leave. Such employee may retain his/her membership in any plan to which he/she was registered at the beginning of the leave, by paying full premiums applicable through a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
- C.7.7 The position held by the employee going on Infant Care Leave shall not be maintained by the Board for the employee. Subject to other terms in this Agreement, the employee shall be offered employment at the same level at which he/she left upon return to the Board at the end of the leave.
- C.7.8 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time the employee will be paid the rate of the position he/she holds.
- C.7.9 Leave of absence granted because of Infant Care Leave shall not be charged to the Sick Leave Plan. and no Sick Leave credits shall accrue.
- C.7.10 An employee returning from Infant Care Leave shall have existing Sick Leave Benefits, Retirement Gratuity Credits and seniority fully reinstated.
- C.7.11 A position held by an employee going on Infant Care Leave shall be filled on a permanent basis.

C.8.0 ADOPTION LEAVE/PARENTAL LEAVE

- C.8.1 "Adoption Leave" means a leave of absence without pay not exceeding thirty-seven (37) weeks granted to parent at the time a child is adopted pursuant to the *Employment Standards Act, 2000*.
- C.8.2 Such leave shall not qualify any employee for payment from the Sick Leave Plan or Account, nor to the accumulation of sick leave during the leave.
- C.8.3 An employee returning from Adoption/ Parental Leave shall have his/her position guaranteed with the Board, subject to other terms within this Agreement.
- C.8.4 The Board shall continue to pay its share of the employee's insured Employee Benefit Plans for the period of the Adoption/Parental Leave.
- C.8.5 An employee returning from Adoption/ Parental Leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.
- C.8.6 A position held by an employee going on Adoption/Parental Leave shall be filled in an acting capacity. Under this condition the Union agrees that Article A.11.3 shall apply.
- C.8.7 An employee returning from Adoption/ Parental Leave shall have existing Sick Leave Benefits and Retirement Gratuity credits fully reinstated.

C.9.0 CHILD CARE LEAVE

- C.9.1 "Child Care Leave" means a leave of absence without pay to provide a period of time immediately following an Adoption Leave for a parent to care for a newly adopted child.
- C.9.2 To be eligible for Child Care Leave, an employee must have been continuously employed by the Board for a period of two (2) years exclusive of statutory leaves.

- C.9.3 An employee who is eligible for Child Care Leave may apply at the same time as an Adoption/Parental Leave or no later than sixty (60) days prior to the date the Adoption/Parental Leave is to end.
- C.9.4 The sum of an Adoption/Parental Leave and a Child Care Leave granted under the Collective Agreement may be up to one (1) year and thirty-five (35) weeks.
- C.9.5 An employee on Child Care Leave shall not be paid employee benefits during the period of leave. Such employee may retain his/her membership in any plan to which he/she was registered at the beginning of the leave, by paying full premiums applicable through a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
- C.9.6 An employee returning to the Board from a Child Care Leave shall be offered employment with the Board at the same level at which he/she left.
- C.9.7 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time the employee will be paid the rate of the position she holds.
- C.9.8 Leave of absence granted because of Child Care Leave shall not be charged to the Sick Leave Plan, and no Sick Leave Credits shall accrue.
- C.9.9 An employee returning from Child Care Leave shall have existing Sick Leave Benefits, Retirement Gratuity Credits and seniority fully reinstated.
- C.9.10 A position held by an employee going on Child Care Leave shall be filled on a permanent basis.

PART D – CONDITIONS OF WORK**D.1.0 HOURS OF WORK**

- D.1.1 The regular work week shall consist of thirty-five (35) hours worked in five (5) consecutive days, Monday through Friday, with the exception of summer Working Hours during July and August upon agreement with the Union.
- D.1.2 The Board does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.
- D.1.3 A non-paid lunch period of one (1) hour shall be provided once each day. It is agreed and understood that employees may elect less than the one (1) hour unpaid lunch period but not less than thirty (30) minutes, by mutual agreement between the employee and the supervisor as per A.1.4. In addition, a fifteen (15) consecutive minute rest period shall be provided in the morning and in the afternoon. Break periods for employees who regularly work less than seven (7) hours per day shall be provided on a pro-rated basis.

D.2.0 LAY-OFFS AND RECALL

- D.2.1 In the event of a staff reduction resulting in a lay-off of personnel, the employee with the least seniority within the Bargaining Unit, will be the first laid off provided the employees retained have the required skills and ability to perform the tasks.
- D.2.2 Subject to the requirements outlined in D.2.1, no new employees will be hired until those employees who are on lay-off are given an opportunity for re-employment, provided such employees have the necessary qualifications to perform the tasks.

- D.2.3 Employees who are to be laid off shall be given at least twenty (20) working days prior written notice of the lay-off, or pay in lieu thereof, unless the lay-off is brought about by reasons beyond the control of the Board. Such notice shall contain the reasons for the lay-off. In the event of a permanent lay-off, the provisions of the *Employment Standards Act* will prevail.
- D.3.0 CONTRACTING OUT**
- D.3.1 While it is recognized that the Board has the right to contract out, the right of the Board to exercise contracting out shall only be recognized if, as a result of contracting out, there is no reduction in the total number of members of the bargaining unit.
- D.4.0 COMPLAINTS AND/OR DISCIPLINARY NOTICES**
- D.4.1 Where a Supervisor intends to interview an employee for disciplinary action, the Supervisor shall **so** notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.
- D.4.2 A Steward or Local Union Officer shall have the right to have a CUPE Staff Representative present when a Supervisor interviews an employee for disciplinary action.
- D.4.3 In the event that the Board imposes any form of disciplinary action on an employee which **is** recorded and placed in the employees personnel file, then the employee shall receive a copy of the written record, and shall acknowledge in writing, without necessarily agreeing to its content, receipt of such record.
- D.4.4 The Board shall provide the Recording Secretary of the Local Union with a copy of any disciplinary notice given to an employee.

D.4.5 Where a parent or other member of the community files a complaint concerning an employee, the Board may investigate the complaint and may or may not decide to take appropriate disciplinary action. Should such disciplinary action be taken the provisions of Articles D.4.1 to D.4.4 inclusive shall apply.

D.5.0 NO DISCRIMINATION

D.5.1 The Board and the Union agree that there shall be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status or handicap (all items as defined in the Ontario Human Rights Code), and union membership or non-union membership.

D.6.0 10 MONTH EMPLOYEES -SUMMER WORK

D.6.1 The Board shall maintain a list of 10 month employees who have notified the Board in writing of their desire and availability to work in July and August, and if the nature of the work is such as would normally be performed by clerical, secretarial or technical personnel, any job opportunities will be offered to suitably qualified 10 month bargaining unit employees before other applicants are hired. In order to qualify, employees must notify the Board in writing no later than April 30th in each year.

D.6.2 The Board agrees to provide fourteen (14) hours per full-time elementary secretarial staff member for the purposes of carrying out end of school year activities. This allocation will be prorated for part-time secretarial staff members.

D.6.3 The Board agrees to notify all 10 month employees in writing by April 30th of every year with respect to the extension of the working year.

PART E – MISCELLANEOUS**E.1.0 COPIES OF THE COLLECTIVE AGREEMENT**

E.1.1 The Board agrees to pay for the cost of printing sufficient copies of this Agreement for distribution to all employees.

E.1.2 The Board also agrees to distribute one copy of this Agreement to each employee within thirty (30) calendar days of signing of this Agreement or at a time mutually agreed upon by the parties.

E.2.0 LETTERS OF INTENT

Any alleged violation of the Letters of Intent pursuant to this Collective Agreement may be the subject of Grievance and Arbitration articles of this Collective Agreement.

E.2.1 Letter of Intent #1 – Parent Volunteers

During the term of this Agreement it is not the intention of the Board to utilize parent volunteers to perform the secretarial clerical duties normally performed by members of the bargaining unit.

E.2.2 Letter of Intent #2 – Technological Change

If, during the term of this Agreement, the Board introduces technological change, such change shall be implemented only after consultation with the Union. Any employee affected by this change shall be considered for retraining or relocation prior to lay-off.

E.2.3 Letter of Intent #3 – H & S Committee

It is understood by the parties to this Agreement that there will be a Joint Occupational Health and Safety Committee of the Board and the Support Staff.

E.2.4 Letter of Intent #4 - Resignations

In an effort to provide as much continuity within positions as possible, the parties agree that employees who intend to resign should provide notice of their intention well in advance of their departure. Consequently, 10 month employees who do not intend to return in September will endeavour to tender their resignation by June 1. Employees resigning at other times will provide the Board with two (2) weeks notice of their intention to resign.

E.2.5 Letter of Intent #5 – Information Requested

Upon written request by the Union, the Board shall endeavour to provide requested information in a timely fashion.

E.2.6 Letter of Intent #6 – Casual Employees

The Board shall endeavour to provide the Union with a bi-weekly summary of all casual employees.

E.2.7 Letter of Intent #7 – Vision Care Committee

A Joint Sub-Committee of Union /Management will consider how the vision care coverage might be improved such that it is cost neutral to the Board.

E.2.8 Letter of Intent #8 – Pension Plan

The parties will agree to discuss mutually beneficial changes to the pension plan with recommendations to OMERS.

E.2.9 **Letter of Intent #9 – Criminal Background Checks**

For existing members of CUPE 1734, the Board shall pay all costs associated with the Canadian Police Information Check (CPIC) or Offence Declarations pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law, provided that the employees use the police service designated by the Board. **All** information obtained through the Criminal Background Check process shall be collected and managed in a secure manner that provides for confidentiality and privacy for employees.

E.2.10 **Letter of Intent #10 – Pay Equity/Job Evaluation**

The parties acknowledge that there are mutually agreed Terms of Reference (1996), or as they may be amended from time to time, dealing with job evaluation and pay equity.

E.2.11 **Letter of Intent #11 – Safe Schools**

The Board recognizes its obligation to provide a secure environment for employees in accordance with the Board's Safe School Policy.

E.2.12 **Letter of Intent #12 – School Office Secretarial Services**

The parties agree to create a joint sub-committee of Union/Management to review school office secretarial services provided by CUPE 1734 members.

E.2.13 **Letter of Intent #13 – Special Education Support Services**

The parties agree to create a joint sub-committee of Union/Management to review special education support services provided by CUPE 1734 members.

E.2.14 **Letter of Intent#14 – Harassment Policy**

The Employer agrees to make every reasonable effort to maintain a working environment free from harassment. The Employer also agrees to develop a policy to deal with workplace harassment.

E.2.15 **Letter of Intent#15 – Application Forms**

The parties agree that a joint sub-committee of Union/Management consisting of three (3) members of the Union and three (3) Board representatives will be established to develop an application form to be used by all employees when applying for internal positions.

E.2.16 **Letter of Intent#16 – Forklift Operator Premium**

The parties agree that Article B.1.0.8 does not affect pay equity compliance in that the premium is not provided to a classification but is provided only to those employees who use the qualification as referenced in Article B.1.0.8. The application of Article B.1.0.8 is not intended to have, nor does it have, an impact on pay equity.

E.2.17 **Letter of Intent#17 – Disability Management Program**

It is understood by the parties to this Collective Agreement that the Board will consult with CUPE 1734 in matters pertaining to the operation of the Disability Management Program.

A Disability Management Committee will within two (2) months of ratification, develop a standards and practices framework to support the Disability Management Program Guidelines.

E.2.18 Letter of Intent #18 – Drug Card

It is understood by the parties to this Collective Agreement that the Board and the Union will strike a sub-committee of the Union Management Committee within one (1) month of ratification of this agreement, to investigate the feasibility of implementing a cost neutral drug card system. The Union and the employer will cooperate to ensure that full information is available to the sub-committee. It is understood by the parties that the Board agrees to this undertaking conditional upon the cost-sharing of massage therapy.

Upon agreement of the sub-committee, the Board shall implement a drug card system for the members of Local 1734 within six months (June 30, 2006) of ratification based on the recommendations of the Union Management Sub-committee. It is understood that the timeline in this letter may be amended upon mutual agreement of the parties.

Monitoring of the drug card system shall be reviewed over the remaining life of the Collective Agreement to ensure that the drug card system is cost neutral to the Board.

E.2.19 Letter of Intent #19 – Liability Insurance

The Board confirms that it maintains liability insurance to cover employees in the performance of duties and responsibilities as directed by their supervisor and/or as outlined in their job description and Board *Policies* and *Procedures*.

E.2.20 Letter of Intent #20 – Long Term Disability (LTD)

It is understood by the parties to this Collective Agreement that the Board and the Union will strike a sub committee of the Union Management Committee to review the current LTD eligibility waiting period. Any changes to the Plan must be agreed upon by both parties.

E.2.21 **Letter of intent #21 – Medical and Physical Procedures**

Employees shall only be required to perform those medical and physical procedures outlined in accordance with relevant Board policies, procedures and job descriptions. Notwithstanding, employees shall be expected to take appropriate action(s) in an emergency situation.

The Board will consult with CUPE 1734 prior to amending policies and procedures relating to medical and physical procedures.

The Board agrees to review the medical responsibilities as outlined in the job descriptions provided to the Union upon ratification.

E.2.22 **Letter of intent #22 – Qualifications**

The Board agrees to work with the Union through the *Joint Job Evaluation Committee* prior to making any change in educational qualifications for any position covered under CUPE Local 1734.

Any member of the bargaining unit, who is currently in a position that has a qualification change, will be deemed to hold the new qualifications. The parties recognize that consideration will be given to long-standing employees granting acknowledgement for their experience in the Board.

In reference to the above noted clause, the parties agree and understand that "is currently in a position that has a qualification change" refers to those members in a bargaining unit position as of November 28, 2005, the date of ratification of this collective agreement.

E.2.23 **Letter of Intent #23 – Supervision**

a) It is recognized that the primary responsibilities of Educational Assistants shall be in relation to the specific students for whom they provide support.

- b) In addition, Educational Assistants may be assigned general supervision within their workday (e.g., yard duty, before and after school duty, lunch supervision, hall duty, bus duty).
- c) The parties agree to explore potential time limitations, within six **(6)** months after ratification, surrounding the hours per week Educational Assistants perform supervision duties as stated in "b)" above.
- d) It is understood that when performing general supervision as outlined in "b)" above, an administrator or certified teacher will be available.
- e) Other support staff will not be assigned direct supervision.

E.2.24 **Letter of Intent #24 – Support Staff
Development Account**

A one-time allowance for each full-time CUPE member shall be provided in an amount as determined jointly by the Board, CUPE 1196 and CUPE 1734 based on a total amount available of \$1,013,048. The allowance shall be used for expenses incurred for computers, software, peripherals, professional material and courses. The parties shall jointly establish reimbursement procedures based on provincial guidelines. CUPE members working less than full-time shall receive a prorated portion of the allowance.

E.3.0 **LETTERS OF UNDERSTANDING**

E.3.1 **Letter of Understanding#1 – Temporary Positions/Employees**

The following agreement is effective February 1, 2006

1. A "Temporary position" means:
A position that is available for a period in excess of 30 consecutive working days to replace a permanent employee in the 1734 bargaining unit who is absent on an approved leave of absence (e.g. pregnancy, parental, educational or medical leave).
2. A Temporary position shall last for a maximum of 1 year, unless the employer and the union agree in writing to an extension for a specified period.

If the circumstances, which led to the creation of the Temporary position, end earlier than the Temporary position originally specified, the employer shall give two weeks written notice to the Temporary employee and any other affected employee. After two weeks notice, the Employer has the right to terminate the employment of the Temporary employee and no grievance shall be filed.
3. It is agreed and understood that a Temporary position is not a permanent position. An individual hired to fill a temporary position is not a permanent employee of the Board and shall be terminated at the end of the period specified upon his/her hiring as a Temporary employee or upon any later date agreed in writing by the parties.
4. The employer has the right to terminate without notice for "just cause." No grievance will be filed with such termination.

5. A temporary employee shall pay union dues. The employer shall provide copies of the staff appointment forms and a quarterly list of temporary employees with the position, start date, proposed end date and the name of the individual the Temporary employee is replacing.
6. A temporary employee is covered by the terms and conditions of the **1734** Collective Agreement except as modified in this Letter of Understanding. In addition to the other provisions set out in this letter, the following shall apply to Temporary employees:
 - a) Vacation pay shall be paid at the rate of **4%**, and shall be paid out at the end of the assignment;
 - b) Temporary employees do not accumulate seniority under the Collective Agreement except as allowed in this agreement. However, should a Temporary employee apply for a permanent position, their experience with the Board will be considered in the hiring process. Temporary employees shall be considered for positions within the Board in accordance with Article **A.11.4**;
 - c) A Temporary employee is paid at the start rate of the classification for the first year of his/her employment, and shall be increased to the second step after one year;
 - d) Where a temporary employee is successful in obtaining a permanent position, the following shall apply:
 - i. the period of time worked as a temporary employee will be recognized for grid placement purposes; and,
 - ii. Seniority will be backdated to the date of hire, after successful completion of the probationary period in a permanent position.
 - e) Temporary employees will not participate

in the Summer Hours Program;

- f) Temporary employees shall be entitled to two (2) sick days per month. Sick days will not accumulate from month to month. There is no payout of unused sick days upon termination of a Temporary employee; and
 - g) Temporary employees are not eligible to participate in the LTD Program.
7. The employer will provide training to a Temporary employee and any other training essential to the position to which the Temporary employee is assigned.
8. Temporary employees are eligible for enrolment in the OMERS pension plan as specified by OMERS policies and procedures.

E.3.2 Letter of Understanding#2 – Term Positions /Employees

The following agreement is effective February 1, 2006.

1. A “Term position” means:
- A non-complement position that is specifically funded for a defined period of time in excess of 30 consecutive working days to complete a particular assignment.
2. A term position shall last for a maximum of one (1) year, unless the employer and the union agree in writing to an extension for a specified period.

If the circumstances, which led to the creation of the term position, end earlier than the term originally specified, the employer shall give two weeks written notice to the term employee and any other affected employee. After two weeks notice, the Employer has the right to terminate the employment of the Term employee and no grievance shall be filed.

3. It is agreed and understood that a Term position is not a permanent position unless it exceeds the one year period without an agreement in writing by the parties. An individual hired to fill a term position is not a permanent employee of the Board and shall be terminated at the end of the period specified upon his/her hiring as a Term employee or upon any later date agreed in writing by the parties.

In the event a Term position becomes a permanent position and funding is subsequently withdrawn, the provisions of Article D.2.0 Layoffs and Recall shall apply.

4. The employer has the right to terminate without notice for "just cause." No grievance will be filed in connection with such termination.
5. A term employee shall pay union dues. The employer shall provide copies of the staff appointment forms and a quarterly list of Term employees with the start date and proposed end date.
6. A term employee is covered by all terms and conditions of the 1734 Collective Agreement except as modified in this Letter of Understanding. In addition to the other provisions set out in this letter, the following shall apply to Term employees and the Collective Agreement shall not apply:
 - a. Vacation pay shall be paid at the rate of 4%, and shall be paid out at the end of the assignment;
 - b. Term employees do not accumulate seniority except as allowed in this agreement. However, should a Term employee apply for a permanent position, their experience with the Board will be considered in the hiring process. Term employees shall be considered for positions within the Board in accordance with Article A.1 ¶4;

- c. A Term employee is paid at the start rate of the classification for the first year of his/her employment, and shall be increased to the second step after one year if there is mutual agreement of an extension;
 - d. Where a term employee is successful in obtaining a permanent position, the following shall apply:
 - i. the period of time worked as a temporary employee will be recognized for grid placement purposes; and,
 - ii. Seniority will be backdated after successful completion of the probationary period in a permanent position.
 - e. Term employees will not participate in the Summer Hours Program;
 - f. Term employees shall be entitled to two (2) sick days per month. Sick days will not accumulate from month to month. There is no payout of unused sick days upon termination of a term employee; and,
 - g. Term employees are not eligible to participate in the LTD Program.
7. The employer will provide training to a term employee and any other training essential to the position to which the term employee is assigned.
8. Term employees are eligible for enrolment in the OMERS pension plan as specified by OMERS policies and procedures.

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