

COLLECTIVE AGREEMENT

between

YORK CATHOLIC DISTRICT SCHOOL BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2331



*Agreement Effective*

*September 1<sup>st</sup>, 2008 – August 31<sup>st</sup>, 2012*

11805 (05)

**CUPE Local 2331**

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(For Information Only and Non Grievable)**

THIS AGREEMENT made as of September 1, 2008

between

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

(Hereinafter called the "Board")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2331**

(Hereinafter called the "Union")

The parties agree as follows:

**Article 1 - RECOGNITION**

- 1.01 The Board recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining in respect to rates of pay, hours of work and other working conditions for all permanent and supply Office, Clerical, Technical, Educational Assistant, Educational Intervenor, Student Support Worker, Library Technician, Lunchtime Supervisor and Lunchtime Office Support Worker employees employed with York Catholic District School Board as per Schedule B, D and E of this agreement; including new bargaining unit positions created during the life of this Agreement.
- 1.02 The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.

1.03 The masculine shall include the feminine and the singular the plural when the context so requires.

1.04 No discrimination will be practiced or permitted by either the Board or the Local Union, or any of their officers or representatives, against any employee or any representative of the Board, by reason of, or arising out of the activities of the Board, or out of Local Union membership or activity, whichever is applicable, or by reason of political affiliation, or by reason of race, colour, sex, age, creed, ancestry, ethnic origin, marital status, family status, citizenship, place of origin, sexual orientation, criminal record of offences, or disability.

## **Article 2 – MANAGEMENT RIGHTS**

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

## **Article 3 – STRIKES AND LOCKOUTS**

3.01 There shall be no strikes or lock-outs as long as this Agreement continues to operate.

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

3.02 Employees may refuse to cross a picket line erected by members of a different bargaining unit during a legal strike.

Employees who refuse to cross such a picket line shall be placed on an unpaid leave of absence until they either return to work or the legal strike has ended.

**Article 4 – UNION DUES**

4.01 The Board shall deduct from each employee, for the duration of this Agreement, a percentage of the earnings for each pay period as determined by the union's Constitution. The Board shall remit such deductions to the Secretary-Treasurer of the local Union, by the tenth of the following month, with a list of all those employees who paid dues that month. The list shall include the employees name, dues paid, wages earned, work location, home address, 10 or 12 month employee and seniority date.

The employer agrees to provide, if possible, this information in a machine-readable format mutually agreed to by the parties.

4.02 Any employee presently a member of the Union shall remain such for the duration of this Agreement as a condition of the employee's continued employment. Any employee hired on or after the date of this Agreement shall become a member of the Union at the conclusion of the employee's probationary period and shall remain as such for the duration of this Agreement as a condition of the employee's continued employment.

**Article 5 – UNION REPRESENTATION**

5.01 **a) Bargaining Committee**

The local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than seven (7) employees and shall include the President of the local Union. Such committee together with representatives of the Union, shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement. Members of such committee shall be paid at their applicable straight time rates for all times they are absent from their regularly scheduled work while engaged in negotiations with Board representatives.

**b) Grievance Committee**

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

**c) Labour-Management Committee(OLRA)**

On the request **of** either party, the parties shall meet at least once every two months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement.

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

**5.02 Shop Stewards**

The local Union may also appoint or otherwise select a steward to represent employees in each area and a steward to represent those employed at the Catholic Education Centre. The selecting of **a** steward in a designated area does not in any way restrict the steward to that area. The local Union shall notify the Board in writing of the names **of** its officers, chief steward, stewards and members of the bargaining committee and of any changes therein as they occur. The chief steward will be named by the local Union.

5.03 A steward's function shall be to assist an employee in the preparation and presentation of grievances to the employee's supervisor. **A** steward **with** the prior permission of the steward's supervisor shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances.

5.04 Until such time as it believes the privilege of time off for servicing grievances is being abused, the Board will compensate stewards for any portion **of** their regularly scheduled work time spent with the prior permission of the steward's supervisor in servicing grievances at Stages 1 and 2.

5.05 The Board will ensure that employees are notified **of** their right to have a steward present at meetings with management regarding discipline or

discharge.

The steward and the employee will be provided with a room in which to meet to discuss the issue for up to one hour.

**Article 6 –GRIEVANCE PROCEDURE AND ARBITRATION BOARD**

6.01 The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized herein, and may be extended by mutual consent of the parties.

6.02 Should any difference (hereinafter called a "grievance") arise between the Board and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without delay shall be made in the following manner:

6.03 **Stage One** The Union shall submit the employee's grievance, in writing, to the Manager of Human Resources within five (5) working days of the date the alleged violation occurred. The grievance shall state the nature of the alleged violation, the remedy sought and any provisions of the Agreement upon which the grievance is based.

The Manager of Human Resources shall call a meeting of the grievor, the employee's steward, the Department Manager, Principal and the Manager of Human Resources within five (5) working days of the receipt of the written grievance.

An official written response will be given to the Union within five (5) working days of the date of the meeting.

6.04 **Stage Two** If the response given at Stage One is not satisfactory to the Union, the Union shall re-submit the grievance to the Employee Relations Officer within five (5) working days of the receipt of the response.

The Employee Relations Officer shall notify the Union of the time and place at which a meeting will be called for the grievor, the grievance

committee, the national C.U.P.E. representative and the Employee Relations Officer to discuss and consider the grievance and the response given by the Manager of Human Resources at Stage One.

The Employee Relations Officer will make every effort to settle such grievance and will respond in writing to the Union within ten (10) working days of the Stage Two meeting.

**6.05 Policy Grievance** For the purpose of this Agreement, a policy grievance shall be defined as a difference between the Board and the Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual employees.

The Union shall submit the policy grievance, in writing, to the Manager of Human Resources, stating the nature of the alleged violation, the remedy sought and any provisions of the Agreement upon which the grievance is based.

If the policy grievance is being put forward by the Board, it shall be submitted, in writing, as above, to the C.U.P.E. 2331 President.

The Manager of Human Resources shall convene a meeting with appropriate Board and/or Union personnel to clarify and discuss the details of the policy grievance. In the event that the dispute is not settled through this informal discussion, Stage Two shall be invoked.

The Employee Relations Officer shall notify the Union of the time and place at which a meeting will be called for the grievance committee, the national C.U.P.E. Representative, the Manager of Human Resources and the Employee Relations Officer to discuss, consider and attempt to resolve the policy grievance. A response (by the Union or the Board) will be provided within fifteen (15) working days of the Stage Two meeting.

6.06 Grievance - Arbitration Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined above, and which has not been settled, may be referred to a Board of Arbitration or a sole arbitrator at the written request of either the Union or the Employer within fifteen (15) working days of the reply under Stage 2 of the grievance procedure.

No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.

6.07 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as the Chair chosen by the other two members of the Board.

6.08 When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing addressed to the other Party indicating the name of its nominee to the Board of Arbitration. Within fifteen (15) working days of the request of either Party for a Board, the other Party shall answer, in writing, indicating the name of its nominee to the Arbitration Board.

6.09 Should the two nominees fail to agree on a third person within fifteen (15) working days of the notification mentioned in Article 6.08 above, the Minister of Labour will be asked to nominate a person to act as Chair of the Arbitration Board.

6.10 (a) The Union or the Board may, refer the grievance to arbitration to be dealt with by a sole arbitrator. The other party shall within five (5) working days of receipt of such notice reply in writing stating whether arbitration by a sole arbitrator is acceptable.

(b) If in the reply referred to in 6.10 (a), the other party states that arbitration by a sole arbitrator is acceptable, the parties shall endeavour to agree upon the selection of a sole arbitrator. If the parties fail to select a



sole arbitrator within ten (10) working days, the appointment should be made by the Ministry of Labour upon the written request by either party.

- 6.11 The decision of a Board of Arbitration, or (a majority thereof), or sole arbitrator, shall be binding on both parties.
- 6.12 The Board of Arbitration or a sole arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 6.13 Each of the Parties to this Agreement will bear the expenses of their nominee and will jointly bear the fees and expenses, if any, of the Chair or sole arbitrator.
- 6.14 Witness fees and allowances shall be paid by the party calling the witness.
- 6.15 If any party disagrees with the other as to the meaning or application of the decision, it may apply to the Chair of the Board of Arbitration, or the sole arbitrator, **within** ten (10) working days from the issue of the decision, with a request that he/she reconvene to clarify the decision.

#### **Article 7 – DISCIPLINE/DISCHARGE**

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

##### **7.02 Permanent And Supply Employees**

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

##### **7.03 Probationary Employees**

**a)** Any action by a probationary employee that would merit any disciplinary action will be considered just cause for dismissal. The determination of just cause for any disciplinary action up to and including dismissal of a probationary employee is the exclusive responsibility of the Board.

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

7.04 The Board shall mail or deliver personally to the Secretary of the local Union a copy of any document given to an employee warning the employee of possible discharge.

#### Article 8 – WORK SCHEDULES AND OVERTIME

8.01 a) Secretarial, Clerical Employees and Library Technicians

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

All elementary school secretaries shall work an additional four days following the end of a school year. The additional days, may, at the Board's discretion, be scheduled to occur immediately following the last day of classes and/or just prior to the commencement of the subsequent school year. The Board will advise elementary school secretaries of the proposed schedule by May 1<sup>st</sup> of each year.

Library Technicians in both elementary and secondary schools shall work an additional five (5) days prior to the commencement of the school year.

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

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

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

b) Educational Assistants/Educational Intervenors

1. The regular work week for educational assistants/educational intervenors is thirty (30) hours worked in five (5) consecutive days Monday through Friday, as adapted to the needs of the school.
2. Effective October 14, 2008, the regular work week for elementary educational assistants/educational intervenors is 31.25 hours worked in five (5) consecutive days Monday through Friday, as adapted to the needs of the school. ***A minimum of thirty (30) hours per week shall be assigned to core duties.***
3. Effective September 1, 2011, the regular work week for educational assistants/educational intervenors is thirty five (35) hours worked in five (5) consecutive days Monday through Friday, as adapted to the needs of the school. ***A minimum of thirty (30) hours per week shall be assigned to core duties.***
4. Principals shall have the flexibility to assign the above noted hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for educational assistants'/educational intervenors' working conditions\*.

***\*New Letter of Understanding #9  
(Educational Assistants/Educational Intervenors Hours of Work)***

5. The use of the additional incremental hour(s) for educational assistants/educational intervenors shall include scheduled general supervision of students.
6. The parties agree that educational intervenors who are assigned to work with specific students with special needs shall not be assigned general supervision duties while these specific students are in attendance.

7. General supervision **will**, where necessary, be assigned according to the following protocol:

- general supervision to be provided by teachers will be scheduled **first**;
- additional supervision would be scheduled next with CUPE members hired with the supervision money provided in the PDT settlement;
- if additional scheduled supervision is required, this could be **performed by educational assistants/educational intervenors**’;
- in no case shall general supervision be assigned to any other classification or position, where supervision is not a core duty of that classification.

8. The **regular** work year for the educational assistants/educational intervenors:

<i>Work Year</i>	<i>Panel</i>	<i>Work Days</i>
<i>2008 – 2009</i>	<i>Elementary</i>	<i>192 in a 194 day school year</i>
	<i>Secondary</i>	<i>188 in a 194 day school year</i>
<i>2009 – 2010</i>	<i>Elementary</i>	<i>192</i>
	<i>Secondary</i>	<i>189</i>
<i>2010 – 2011</i>	<i>Elementary</i>	<i>192</i>
	<i>Secondary</i>	<i>190</i>
<i>2011 – 2012</i>	<i>Elementary</i>	<i>194</i>
	<i>Secondary</i>	<i>194</i>

9. Training specific to the role of **an** educational assistant/educational intervenor shall be provided on the Professional Activity days.

10. As part of the Board’s commitment under section 3 of the PDT Agreement to provide Bargaining **Units** with opportunities to provide input on professional development and training, parties shall explore locally the feasibility of planning one Professional Activity day starting in 2011 – 12 for Education Assistants to meet with peers as part of a Professional Learning **Community**.

\* See Letter of Intent #1.

**c) Lunchtime Supervisors/Lunch Time Office Support Workers**

The regular work week for lunchtime supervisor employees is seven and one-half (7.5) hours worked in five (5) consecutive days, Monday through Friday.

**d) Student Support Workers**

The regular work week for student support workers is thirty five (35) hours worked in five (5) consecutive days, Monday through Friday. Student Support Workers shall work an additional five (5) days prior to the commencement of the school year.

**e) Supply Employees**

There is no guarantee of hours for supply employees. In the event a supply employee has not worked within the school year (September to August), the individual shall be removed from the Board's supply list, unless on a Board authorized Leave of Absence. It is understood that illness may excuse a supply employee from this provision, and the Board has the right to request a medical certificate in support of any claim to illness.

**8.02 LUNCH PERIOD/REST BREAKS**

**Employees who regularly work;**

6 or more hours per day are entitled to two (2) fifteen (15) minute paid breaks and one unpaid lunch break of not more than one (1) hour and not less than one-half (1/2) hour.

4 or more hours per day are entitled to one (1) fifteen (15) minute paid break and one unpaid lunch break of not more than one (1) hour and not less than one-half (1/2) hour.

3 to 4 hours per day are entitled to one (1) fifteen (15) minute paid break.

Regardless of the duration of such lunch period, it shall be uninterrupted.

Rest breaks and lunch periods will be scheduled according to the

operational needs of the school. Rest breaks and lunch periods are not to be forfeited in order to shorten the length of the regularly scheduled workday.

- 8.03 All overtime hours require prior authorization from the appropriate Superintendent. For secretarial/clerical and library technician employees, all hours in excess of seven (7) hours in any work day shall be paid for by the Board at the rate of time and one-half (1-1/2) of the employee's hourly rate. For Educational Assistants and Educational Intervenors all hours in excess of ~~six~~ (6) hours in any work day shall be paid for by the Board at the rate of time and one-half (1-1/2) of the employee's hourly rate. The employee may choose to substitute the same number of hours at the rate of time and one-half (1-1/2) as time off in lieu of overtime pay as per Article 8.14.
- 8.04 Overtime shall be distributed as equitably as possible among employees normally performing the work in question.
- 8.05 Overtime shall be worked on a voluntary basis. However, the Board, the employees and the Union acknowledge the necessity of overtime and the employees agree to work a reasonable amount of overtime.
- 8.06 It is agreed that for all time worked on a Saturday, employees shall be paid at the rate of time and one-half (1-1/2), and for all time worked on a Sunday or Statutory holiday, employees shall be paid at the rate of double time.
- 8.07 When ~~an~~ employee ~~is~~ scheduled to perform a weekend work assignment on a Saturday or a Sunday the employee shall be paid for such work performed on either of these days a minimum amount equal to three (3) hours pay at straight time.
- 8.08 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

- 8.09 An employee who has left work and is called back to work after completing the employee's normal work day to perform an emergency assignment shall be paid for such work at a minimum amount equal to four (4) hours pay at the equivalent of the employee's straight time.
- 8.10 Any employee called in to work prior to the commencement of the employee's normal work day shall be paid at the rate of time and one-half (1-1/2) for all time worked prior to the employee's normal starting time provided the employee completes the regular day.
- 8.11 An employee who reports for work and through no fault of the employee's own, finds there is no work available shall be paid a minimum of three and one-half (3-1/2) hours pay.
- 8.12 The Board does not guarantee to provide work for any employee or to maintain the work week or working hours to be in force at the commencement of the Agreement.

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

- 8.13 When an Educational Assistant is sponsored by an in lieu of government grant and by virtue of the position may be required to work in excess of thirty-five (35) hours per week, the hours in excess of thirty-five (35) hours per week to a maximum of forty (40) hours per week will be paid at their normal rate of pay or straight time, and this notwithstanding clause 8.03.

8.14 **Lieu Time**

Instead of a cash payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee **may** accumulate up to a maximum of five (5) working days, which may be taken off at a time mutually agreed upon by the employee and her supervisor.

**Article 9 -- SPECIFIED HOLIDAY**

**9.01** For the purpose of this Article:

- a) New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, or such day as may be established as a holiday in lieu of any said days.

When Christmas falls on any day other than Monday or Sunday, the period from noon on the preceding day shall be a holiday.

in addition to the above, a "Float Day" shall be provided in lieu of Heritage Day. The employer in consultation with the Union will determine when the float day will be designated each year. In the event that Heritage Day or Remembrance Day is proclaimed a School Holiday, that day will replace the float holiday.

- b) "Qualifying day" means all of an employee's last regularly scheduled work day or shift before the specified holiday or first regularly scheduled work day or shift after a specified holiday

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

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

**9.04 A.** An employee shall be paid at the employee's applicable hourly rate for the specified holidays listed in **9.01** (a) provided that one of the following conditions exists:

- a) the employee has worked both of the qualifying days;
- b) the employee is on a leave of absence with pay on either or both of the qualifying days;



- c) the employee is suffering from an illness or injury which requires the employee to be absent on either or both of the qualifying days, which absence is supported by a Physician's certificate to that effect, or;
- d) the day is one of the employee's regular days off.

**B.** An employee shall not be paid for the specified holidays if any of the following conditions exists:

- a) the employee is absent without permission on either or both of the qualifying days;
- b) the employee has been granted leave of absence without pay for such holiday, or;
- c) the employee has been instructed to report for work on a specified holiday and has failed to do so;
- d) the employee has not worked in the *thirty (30)* day period immediately preceding such holiday and is not receiving sick leave pay;
- e) the employee is absent due to illness or injury on either or both of the qualifying days and has failed to submit a physician's certificate immediately upon the employee's return to work.

9.05 Employees working less than full time hours per week shall be entitled to the specified holidays on a pro rata basis, based on hours of work.

9.06 Supply employees shall be entitled to public holiday pay in accordance with the *Employment Standards Act*.

## **Article 10 – VACATIONS**

10.01 All permanent employees shall be entitled to vacation with pay **or** the equivalent pay in lieu of vacation as follows:

- a) From the date of employ, continuous service to the first June ~~30th~~ reached,  
1-1/4 day/month \* up to a maximum of 15 days.

As of that first June 30th, the employee is deemed to have completed the first year of service, regardless of the number of months employed. Subsequent years of service shall begin on July 1st and end on June 30th.

\*In computing months of service, an employee is credited with a full month of service if at least ½ of the normal work days of that month are worked by the employee.

Subsequent entitlement based on number of full years service completed by June 30th of the vacation year:

b) 1 year but less than 9 years of service = 15 days or 6% pay in lieu of vacation
c) 9 years but less than 18 years of service = 20 days or 8% pay in lieu of vacation
d) 18 years but less than 25 years of service = 25 days or 10% pay in lieu of vacation
e) 25 years or more of service = 30 days or 12% pay in lieu of vacation
f) Supply employees will receive vacation pay in accordance with the <i>Employment Standards Act</i> .

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

10.02 **a) Twelve Month Employees:**

Such vacation with pay shall be taken at a time convenient to the Board provided

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

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

10.03 The Board shall pay in lieu of a vacation with pay to all eleven month and ten month employees entitled to vacation a percentage of their

biweekly gross wages on each earnings statement in accordance with article 10.02.

- 10.04 Ten and eleven month employees may request a leave of absence without pay for up to five (5) days during a school year. The Board may grant the employee's request if it was made in writing to the school Principal at least thirty days in advance, and in the school Principal's opinion, the efficiency of the school's operation would not be impaired by the granting of such application.
- 10.05 Twelve (12) month employees will have vacation added to each pay cheque upon request.
- 10.06 Vacation schedules for twelve month employees shall be posted by May 1st in each year and shall not be changed unless agreed to by the employees affected and the Board.
- 10.07 If a holiday occurs while a twelve month employee is on vacation for which holiday the employee would otherwise have been entitled to be paid, the employee shall be entitled to a day off with pay at a time mutually convenient to the employee and to the Board.
- 10.08 If during the employee's vacation an employee suffers an illness or accident which incapacitates the employee for more than five (5) days and such illness or accident is supported by a Physician's certificate acceptable to the Board, the employee for the period of such incapacity shall be regarded as having been on sick leave, to the extent the employee has accumulated sick leave credits, and the employee shall be permitted to take the employee's vacation, or such portion thereof as was scheduled during the period when the employee was so incapacitated, at a later time acceptable to the employee and the Board.
- 10.09 During a twelve month employee's scheduled vacation, the employee will receive the regular straight time salary the employee would have received had the employee been at work on the regular pay date(s) notwithstanding article 10.05.

- 10.10 Employees regularly required to work less than a regular full time work week shall be entitled to vacation with pay or a percentage paid in lieu of vacation on a pro rata basis, based on hours of work.

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

**11.01 Seniority**

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

The seniority &te for supply employees entering permanent positions shall be calculated as follows:

Seniority date = permanent hire date - seniority adjustment

The seniority adjustment =  $\frac{\text{total number of supply hours worked}}{\text{full-time equivalency for classification}}$

The seniority date cannot predate original hire date.

A new employee shall be considered as a probationary employee for a period of sixty (60) days worked from the date of first commencing regular employment with the Board.

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

Seniority is lost when an employee:

- a) resigns/retires
- b) is discharged and is not reinstated through the grievance and arbitration mechanism
- c) is laid off for at least twenty four (24) consecutive months
- d) fails to report to work on the date and at the time specified in a notice of recall to work during a layoff. This written notice of return to work will provide the employee with seven (7) calendar days of lead time
- e) decides not to return from a leave of absence on the prearranged return date, unless reasonable explanation acceptable to the Board is given for the late return.

## 11.02 Seniority Lists

The Board shall maintain four **(4)** seniority lists:

- a) one for secretarial & clerical employees and library technicians
  - b) one for educational assistants and educational intervenors
  - c) one for lunchtime supervisors
  - d) one for lunchtime office support workers
- which will show: name, job classification, location, regular hours of work and seniority date of each employee.

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

### **Job Security for Permanent Employees (Layoff and Recall Mechanisms)**

#### 11.04 **A) Job Security (for Permanent Secretarial, Clerical Employees)**

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

#### **B) Job Security (for Permanent Educational Assistants)**

In all cases of layoffs and demotions due to a reduction in the work force (other than layoffs and demotions of a temporary nature), employees shall be laid off or demoted in reverse order of their seniority on the master list subject to the following:

Seniority overrides are a bona fide occupational requirement such as:

- a) Signing for students who are hearing impaired
- b) Specialized training to work with students who have visual impairments
- c) Food Services

d) Gender requirements

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

11.05 **A) Recall**

Recall shall be in order of seniority. Employees shall retain the right of recall for twenty four (**24**) months after their last day of work. Employees on the Recall List shall be responsible for informing the Employer of any change to their mailing address.

Regardless of classification, employees on the recall list shall be recalled to positions for which they are qualified to fulfil the normal requirements of the job. Employees on the recall list will have the option to accept supply work. If positions are not filled by the posting process (in accordance with 12.01) then the employee on the recall list shall be offered work in order of seniority.

In the event that the most senior employee is unable to fulfil the normal requirements of the job or fails to report to it as specified in clause 11.01 (d), it will be offered to the next most senior employee and so on.

The Board shall be entitled to fill such job on a temporary basis while this recall process occurs. For Educational Assistants, recall is subject to 11.04B.

The Employer shall maintain a list of employees on recall and supply same to the union on a regular basis.

**B) Severance**

Employees on the recall list may receive severance by surrendering their recall rights in writing.

Employees who elect to receive severance are entitled to severance pay in accordance with the *Employment Standards Act* as amended.

The Board shall inform the Union of the names of all employee(s) who surrender their recall rights and have elected severance pay.

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

All employees with a right to recall for any position may apply for any posting for a job within the parameters of clause 1.02 (educational assistants refer to 11.04 B). Available postings will be accessible through the Board's job posting telephone line.

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

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

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

On **Site/Unit** Redundancy for Permanent Employees:  
(During **School** Year)

11.10 **a)** In the event of a reduction of hours of work in a job classification on a work site, the reduction of hours will be applied to the least senior person in that classification on that work site.

b) In the event such reduction of hours of work leaves the employee described above with no work, the employee will be offered the job of the least senior person in the Board in that job classification. If the employee refuses that job, the employee is laid off.

c) In the event there is no other employee in the same classification, the employee mentioned in b) above will be offered the job of the least senior employee **from** the appropriate master seniority list, provided the employee **is** capable of fulfilling the normal requirements of that job.

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

#### Annual Board Wide Redundancy for Permanent Employees

11.11 By June 1st of each year, the Board will forecast its needs for the following September for each job classification at each work site and keep, by seniority, a number of employees in each job classification sufficient **to** meet such needs. For Educational Assistants, forecast needs will be subject to 11.04 B.

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

An employee, who intends to resign or retire at the end of the school year, shall inform the Board, in writing, by May 15".

11.12 By June 15th of each year, the Board will collect the forecast from each of the work sites and identify the jobs of the least senior employees from each of the seniority lists to correspond to the aggregate total of the forecast of on-site redundancies.

Any of the above identified jobs that are 111-time will be posted. Any full-time positions resulting from that initial posting shall also be posted if time permits prior to the June 30th staffing date.



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

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

## **Article 12 – JOB POSTING**

### **12.01 When:**

- i) a vacancy occurs in any job classification covered by this Agreement  
or
- ii) a new job classification covered by this Agreement is created  
the Board, if it determines to fill such vacancy, will do so as follows:

#### **A. For Permanent Vacancies**

a) A full-time permanent position will be posted for five (5) working days setting forth the job responsibilities, qualifications and job requirements, the worksite and the rate of pay. Any employee may apply for such position in writing within such five (5) days.

b) A part-time permanent position will be filled as follows:  
In the event that extra permanent hours of secretarial, clerical, library technician or educational assistant services are provided to a worksite/unit, the following shall apply: if the number of extra hours is less than 30 or 35 (as determined by 8.01) per week 1) the extra hours will be assigned to employees at the worksite in the classification subject to seniority and scheduling restrictions, to allow the employees to top up to a full work week as defined in 8.01; or failing such, 2) the posting mechanism will be accessed; or failing such, 3) the recall mechanism will be accessed.

c) An employee who has been selected and fills a vacancy may not apply to fill any other vacancy within the current school year (September –

August) unless it represents a promotion or increase of hours. This provision shall not apply to those employees assigned to more than one location who wish to work in one school.

**B. For Temporary Vacancies of  
ONE FULL SCHOOL YEAR (September to August) – Educational Assistants  
ONE FULL YEAR – Secretarial/Clerical/Library Technician**

a) A full-time temporary vacancy will be posted for five (5) working days setting forth the job responsibilities, qualifications and job requirements, the worksite involved, the rate of pay. Any bargaining unit employee may apply for such position in writing within such five (5) days. The Board shall be entitled to assign a supply employee to fill the position of the employee who fills such temporary vacancy.

**An** employee who accepts a full-time temporary vacancy shall remain in that position for the duration of the assignment. Employees are eligible to post to permanent positions but cannot move until assignment ends. They will be entitled to the benefits **of** the new permanent position.

b) Part-time temporary hours will be filled as follows:

i) Top up hours offered to employees at the worksite in the same classification subject to seniority and scheduling restrictions. Failing such,

ii) supply hours assigned to a supply employee.

**C. For Temporary Vacancies - 6 Months but less than one year**

Part-time and full-time temporary hours will be filled as follows:

i) TOP-UP

Hours offered to employees at the worksite/unit in the same classification subject to seniority and scheduling restrictions. Failing such,

ii) SUPPLY

Hours assigned to a supply employee.

**D. For Temporary Vacancies - Less than 6 Months**

Part-time and full-time hours will be filled with a supply employee.

- 12.02 The Board shall consider the following two (2) factors in determining which employee is to be selected
- a) the seniority of the applicants, and
  - b) the ability, knowledge, experience (excluding any experience gained as a result of temporary promotions by the Board), training and skill of the applicant to do the job.
  - c) when in the judgment of the Board which shall not be exercised in any unfair and unreasonable manner, factor(b) is relatively equal as between two (2) or more applicants, their seniority shall govern. If none of its existing permanent employees are qualified to fill a vacancy, the Board shall consider the supply applicants. If none are qualified to fill the vacancy, the Board may engage an employee from another source.
- 12.03
- a) An employee transferred or promoted to a new position shall serve a trial period of sixty (60) days worked. If the employee's performance during the trial period is not satisfactory, the employee shall be returned to a comparable position (in their former worksite/regional area) and the rate of pay shall be no less than they had prior to transfer or promotion.
  - b) An employee recalled to a higher classification shall serve a trial period of sixty (60) days worked. If the employee's performance during the trial period is not satisfactory, the employee shall be placed back on the recall list.
- 12.04 The Board shall notify the local Union of all hiring, layoffs, recalls, filling of vacancies and new classifications pursuant to clause 12.01 and 13.03, transfers and terminations of employment.

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

**Article 13 – WAGES**

- 13.01 The wage rates payable by the Board to employees in the classifications established from time to time by the Board for the duration of this Agreement shall be as set out in Schedule “C”, “D” and “ E hereto, which said schedule forms a part of this Agreement.
- 13.02 a) When **an** employee temporarily performs the duties of a higher paying position, on a full time basis, for a minimum of five **(5)** consecutive working days with the authorization of the Superintendent of Human Resources or designate, the employee will receive the rate of pay for the position filled.
- Such payment shall be retroactive to the first day of assuming the duties. Placement shall be at the level of the position and the year at which the employee performing the temporary replacement is currently placed.
- b) When the higher position is outside the Bargaining Unit, the employee shall be placed on the salary schedule for the position filled at the rate agreed upon at the time of transfer. The employee shall be covered by all provisions of this Collective Agreement including Article 4 check off of Union dues during the period of temporary transfer.
- 13.03 When the duties in any classification are materially changed or when a position not covered in Schedule "B" hereto is established during the term of this Collective Agreement, the rate of pay for the classification or new position shall be subject to negotiations between the Board and the Union through the joint job evaluation committee. **If** the parties are unable to agree on any reclassification or rate of pay of the job in question, such a dispute may be submitted through the grievance and arbitration procedures. The new rate shall become retroactive to the time the position was first filled by the employee.
- 13.04 When for any reason other than discipline or job security, it is necessary to assign an employee to a lower paying classification; the employee’s current rate will be maintained for the balance of the school year in progress.

## Article 14 – SICKLEAVE

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

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

14.02 If an employee is absent for any reason (other than being on vacation or leave of absence without pay or layoff - see Article 14.06) in any calendar month for more *than* ten (10) regular work days the employee shall be credited to the nearest half day with sick leave equal to twice the number of days the employee was at work divided by the number of regular work days in such month. The number **of** hours in a day of sick leave credit to which a regular part time employee is entitled shall bear the same ratio as the number **of** hours the employee works in a day does to the number of hours in a regular full-time workday.

Upon completion of probation an employee shall be credited with sick leave on the basis of the foregoing **but** the employee shall not be paid for any sickness which occurred during probation.

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

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

14.04 A) If the employee is unable to work by reason of sickness for the under

mentioned periods, then a deduction in the amount set opposite shall be made from the employee's credited sick leave (if any):

<b>Secretarial/Clerical/Library Technicians</b>	
0 to 3.5 hours = .5 day	3.5 to 7 hours = 1 day
<b>Educational Assistants / Educational Intervenors</b>	
0 to 3 hours = .5 day	3 to 6 hours = 1 day
<b>Lunch Time Supervisors/Lunch Time Office Support Workers</b>	
0 to 45 minutes = .5 day	45 to 90 minutes = 1 day

B) In the event that an employee's absence qualifies him/her for WSIB benefits, full wages will continue to be paid if pro rated sick leave credits are available to be deducted for the portion not covered by WSIB.

- 14.05 The Board may require an employee to produce a Physician's certificate to support an absence on account of sickness in excess of three (3) days and if it has expressly notified the employee, may require the employee to produce such a certificate to support an absence on account of sickness of any duration. An employee must *make* every reasonable effort to notify the supervisor concerned of any absence due to sickness.
- 14.06 While an employee is on a leave of absence without pay in excess of ten (10) days or is on layoff, the employee shall not accumulate any sick leave credits but shall retain whatever sick leave credits the employee may have accumulated at the date of such leave or layoff and be entitled to the use thereof upon the employee's return from such leave or upon being rehired subsequent to being recalled.
- 14.07 Leave without pay for a period of up to two (2) years shall be granted to an employee who:
- a) is not entitled to sick leave but who is required to be absent by reason of sickness, or,
  - b) is unable to return to work at the termination of the period for which sick leave was granted by reason of the employee's continued sickness provided such leave shall not prejudice the Board's right to discharge an employee because of frequent absences from work.

14.08 The Board shall provide on each employee's remuneration statement the current amount of the employee's sick leave credits.

14.09 If an employee:

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

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

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

14.11 Employees required to work less than a regular full time work week shall be entitled to sick leave on a pro rata basis, based on their hours of work.

## **Article 15 – LEAVES OF ABSENCE FOR PERMANENT EMPLOYEES**

### **15.01 Compassionate Leave**

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

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

**15.02 Funeral**

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

**15.03 Jury Duty/Subpoena**

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

**15.04 Union Leave**

**a) Conventions and Seminars**

Upon written request by the local Union given not less than ten (10) days advance to the Board (provided that in unusual circumstances the Board may waive such ten day requirement), the Board shall grant leave of absence without pay to the employees named in such request to absent themselves to attend conventions or seminars of the Union, limited, however, to no more than six (**6**) employees at any one time and to not more than thirty (**30**) person-days per calendar year, provided no one (1) employee shall be entitled to more than seven (7) such days off in any eight (**8**) week period.

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

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



**b) Union Release Time**

Upon written request from the Union the Board shall approve the release of an employee to the position of Union President. Such request shall be submitted to the Manager of Human Resources prior to June 1st for the following school year.

No sick leave shall be credited to such employee but any unused sick leave credits accumulated prior to such leave shall be available to such employee on resumption of full time employment with the Board.

An employee returning from serving as the Union President shall be returned to the same position he/she held prior to being elected as President of the local. The employee displaced as a result of the former local President exercising their right to return shall also have the right to return to their previous position.

Alternatively, the former local President and their replacement may opt to place themselves on the Board's recall list.

The local Union shall pay the yearly salary and benefits of the employee, less \$6,000 per school year, representing an honorarium to the Union President. The Board shall administer such salary and benefits through the normal payroll process. The Union shall reimburse the Board within 30 days of receiving the Board's invoice.

**c)** The Board shall release the Union Treasurer or the Union Vice-President for one (1) day per month to assist with Union business.

**15.05 Vacation Extension**

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

1. such leave shall not be granted more than once every three **(3)** years,

2. such leave may be denied when in the opinion of the supervisor the absence of such employee and of other employees by reason of any leave, illness, accident or vacation would impair the efficiency of operation,
3. the application for such leave shall be made at least thirty (30) days in advance but this period may be abbreviated in unusual circumstances.

**15.06 Family Assistance**

The Board may grant an employee up to three (3) days per school year paid leave of absence where the Board is satisfied that such time off is necessary to enable the employee to assist a member of the employee's immediate family (as defined in section 15.01). The Board reserves the right to deny such time off for any reason including the requirements of operations. Such leave, if granted, shall be charged against the employee's accumulated sick leave.

**15.07 Personal Business**

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

- a) a dental or doctor's appointment,
- b) inclement weather, where the employee is unable to reach the place of employment because of impassable roads and is unable to attend at the worksite nearest their home,
- c) moving to a new place of residence,
- d) graduation
- e) Effective September 1, 2005 the Board may grant an employee leave of absence without loss of pay for personal reasons. Such leave must be applied for at least two weeks in advance of the day of absence. Each employee shall be granted one day per school year. The time taken shall be deducted from the employee's sick leave credits.

**15.08 Special Leave**

The Board may grant a leave of absence without remuneration of up to one (1) year to an employee who requests the same in writing giving one

(1) month's advance notice. This position will be filled as per clause 12.01 and 18.03 and identified as a temporary vacancy.

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

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

- 15.09 Part-time employees required to work less than a regular full time work week shall be entitled to paid leaves of absence on a pro rata basis, based on hours of work.

#### **Article 16 – PREGNANCY LEAVE & PARENTAL LEAVE**

- 16.01 These leaves will be in conformity with Section 45-49 & 51-55 inclusive of the *Employment Standards Act*. (Included as Appendix A of this Agreement.)
- 16.02 Employees eligible for pregnancy leave may participate in the Board's SUB Plan. The Board will use the Employment Insurance benefits stub as presented by the employee to the Board to determine the amount the employee will receive. This amount is equal to the Employment Insurance benefit the employee receives for the two week waiting period.
- 16.03 Employees eligible for pregnancy and/or parental leave will be granted a further leave of absence without pay for a total leave period not to exceed two (2) years provided a request in writing to that effect is submitted at least four (4) weeks before the expiry of the pregnancy and/or parental leave (s).
- 16.04 Employees wishing to maintain the Board's Group Benefit Plans during the extended leave of absence mentioned in clause 16.03 above may do

so by including a statement to that effect with the request for the extended leave of absence without pay. In this event, the employee assumes the Board's share of premiums as well as the employee's share of premiums for each of the plans.

**Article 17 – EMPLOYEE BENEFITS**

17.01 (a) The Board shall administer benefits and assume contributions to the plans listed below in the proportions specified, based upon **full-time** employment of employees eligible to enrol in such plans.

(b) Employees who take benefits and experience a reduction in work hours less than 17.5 hours per week **may** continue to pay for benefits for the duration of the school year, or until their hours are increased to more than 17.5 hours per week, whichever comes first.

(c) Employees actively working beyond age 65 will continue to be eligible for applicable Board benefits.

Benefit Plans -	Employer Premium
Extended Health Care (Medicare Supplement)	100%
Group Life Insurance*	80%
Accidental Death and Dismemberment Insurance"	80%
Dental Plan	80%
Long Term Disability Plan	Nil

\*Condition of employment

(e) The Board reserves the right to change employee benefit insurers or carriers at any time, providing that the benefits are equal or better.

(f) For complete information regarding employee benefits please refer

to the Board's Web page: [www.ycdsb.ca/employee\\_links/employee\\_benefits/employee\\_benefits](http://www.ycdsb.ca/employee_links/employee_benefits/employee_benefits) Employee Benefits Handbook.

- 17.02 The Board shall contribute on behalf of its employees as required by the Ontario Municipal Employee's Retirement System (Basic Plan). See Appendix B (OMERS Contributory Earnings).
- 17.03 The Board shall contribute its percentage **of** contributions, for employees employed for ten (10) months or eleven (11) months, during the months **of** July and August for the benefit plans as contained in Article 17 herein. The employee's percentage **of** contributions will be deducted in equal installments between April 1st and June 30th.
- 17.04 a) The Board will continue to contribute its share to the benefit plans mentioned in clause 17.01 for an employee who is covered by the provisions of the Workplace Safety and Insurance Act for a period of one (1) year from the date of injury.
- b) If an employee is absent through illness, the Board will continue to contribute its share to the benefit plans mentioned in clause 17.01 for a period of six (**6**) months beyond the expiration of the employees' sick leave or until notified by the employee within the six (**6**) month period that the employee does not wish to return to work.
- c) Employees may opt to remain in the benefit program at their own cost if they:
- (i) are on **an** approved leave of absence, or
  - (ii) have taken an early retirement option and choose to remain in the benefit program until age 65, and
  - (iii) are laid off and remain on the recall list.

## **Article 18 – MISCELLANEOUS**

### **18.01 Bulletin Boards**

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

- 18.02 Employees covered by this Collective Agreement who are required to operate their own vehicles when engaged in Board business shall receive a mileage allowance as provided by Board policy.
- 18.03 The Board agrees to notify the Union in advance, of any technological changes which would result in the loss of employment or layoff of any employee in the bargaining unit. The Board also agrees to discuss with the Union practical ways and means of minimizing the effect upon the employees concerned prior to layoff. Any training required as a result of technological change will be provided by the Board.
- 18.04 **Performance Evaluation**  
Employees shall be given at least three (3) days advance notice of a performance evaluation. No employee shall be evaluated by another bargaining unit employee and no employee will be required to evaluate his/her own performance.
- 18.05 **Facilities**  
The Union may use Board facilities up to once per month for union business at no cost to the Union.
- 18.06 **Employee Records**  
(a) Employment files maintained in the Human Resources Department shall be the only documents used in the making of any determination regarding an employee's employment. Access to an employment file may occur once per school year at a mutually convenient time. Any copies of documents contained in the employment file must be made at the employee's own expense.  
(b) Documents of a disciplinary nature shall not be placed in an employee's file without the employee's knowledge; such documents may be removed at the sole discretion of the Manager of Human Resources upon receiving a written request from an employee.
- 18.07 (a) The Board may at its discretion, which shall not be exercised in an unfair or unreasonable manner, reimburse an employee's legal costs

where an employee has chosen to appoint their own legal counsel and has been acquitted of a criminal charge arising out of any act, error or omission that occurred during the performance of an employee's duties while employed with the Board.

(b) The Board shall, if circumstances render it inappropriate for an employee to continue his or her duties, suspend an employee with full pay and benefits pending the disposition of an investigation.

#### **Article 19 – TERMINATION**

19.01 This Agreement shall become effective September 1, 2008 and shall terminate at midnight on August 31, 2012.

#### **Article 20 – COURSE REIMBURSEMENT FOR PERMANENT EMPLOYEES**

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

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

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

#### **Article 21 –NOTICE OF RENEWAL**

21.01 Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on ten (10) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested. In the event Such notice is given, then, notwithstanding the subsequent termination of this Agreement, the Board shall not, except with the consent of the Union, alter the rates of wages, or any other term or condition of employment or any right, privilege or duty of the Board, the

Union or the employees, until the lapse of the appropriate period referred in Section **86(1)** of the *Labour Relations Act* or until the right of the Union to represent the employees has been terminated, whichever occurs first. The grievance procedure, as provided herein, including arbitration shall be available during the period while the aforesaid prohibitions continue in force with respect to any grievance or policy difference arising with respect to said rates of wages or any other term or condition of employment or any right, privilege, or duty of the Board, the Union or the employees.

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

**Employee Relations Officer**  
York Catholic District School Board  
Catholic Education Centre  
320 Bloomington Road West  
Aurora, Ontario **L4G 3G8**

**Canadian Union of Public Employees**  
305 Milner Avenue, Suite 800  
Scarborough, Ontario **M1B 3V4**

**Bernadette Kenny, President**  
C.U.P.E. 2331  
Phone Number **905-895-0501**

**Recording Secretary**  
**Local 2331**  
Canadian Union of Public Employees

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



**Article 22 – EMPLOYMENT OF WORKERS WITH DISABILITIES**

22.01 In the event that the Board wishes to employ a person or to arrange for the return to work of an employee who has a disability that constitutes a handicap (as defined in Section 9(b) of the Human Rights Code) in the performance of any work to be done by such person or employee for the Board, the Board may, with the consent of the Local Union and the person or employee concerned or the parent or guardian thereof, enter into an arrangement which provides for a wage rate, benefits and/or hours of work less than those provided in this Agreement. Where authorization from the Director of Employment Standards is required for such purpose, the Board shall make application therefore.

**Article 23 – EMPLOYMENT OF EDUCATIONAL INTERVENORS**

- 23.01 Educational Intervenors are hired to a **pool**, and are placed into positions based on the best match for a particular highly exceptional student, and not by seniority within the bargaining unit.
- 23.02 An Educational Intervenor who wishes to request a transfer for the upcoming school year shall inform the Board, in writing, by March 31<sup>st</sup> of each year.
- 23.03 By June 1<sup>st</sup> of each year, Educational Intervenors will be advised of their new assignment for the upcoming school year.

**SCHEDULE "A"**

**ELEMENTARY SCHOOL SECRETARIAL ALLOCATION**

<b>PUPIL ENROLMENT</b>	<b>PRESENT FORMULA (HRS)</b>
0 - 399	35
400 - 449	45
450 - 499	50
500 - 549	55
550 - 649	60
650 - 699	65
700 - 799	70
800 - 899	80
900 - 949	90
950 - 999	95
1000 - 1049	115

Effective September 1, 2009 - See Letter of Understanding #7  
**SCHEDULE "A-1" ELEMENTARY SCHOOL  
SECRETARIAL ALLOCATION**

<b>PUPIL ENROLMENT</b>	<b>PROPOSED FORMULA (HRS)</b>
0 - 349	35
350 - 499	50
500 - 549	55
550 - 649	60
650 - 699	65
700 - 799	70
800 - 899	80
900 - 949	90
950 - 999	95
1000 - 1049	115

## SECONDARY SCHOOL SECRETARIAL ALLOCATION

<b>PUPIL ENROLMENT</b>	<b>PRESENT FORMULA (FTE)</b>
< 500	3
501- 750	4
751 – 1050	5
1051 – 1350	6
1351 – 1650	7
1651 –2000	8
2001 +	9

**SCHEDULE "B"  
CLASSIFICATIONS**

<b>Band</b>	<b>Points</b>	<b>Job Classification</b>
<b>1</b>	<b>180-329</b>	Junior Clerk Clerk - Teacher Distribution Centre Program Centre Clerk - Science Kits General Clerk, Mail Room - Education Centre Jr. Clerk - Purchasing General Clerk - Meeting Rooms Clerk - Planning
<b>2</b>	<b>330-379</b>	Junior Library Clerk - Professional Library
<b>3</b>	<b>380-429</b>	Clerk - Transportation Clerk - Warehouse Clerk - Print Room Intermediate Accounting Clerk Library Clerk - Secondary School
<b>4</b>	<b>430-479</b>	Sr. Clerk - Purchasing Clerk - Maintenance (Accounts) Clerk - Facility Services Library Clerk - Professional Library Library Reconversion Clerk - Professional Library Library Clerk - Elementary School Statistician Clerk Night School Secretary Summer School Secretary Co-op Education Secretary Receptionist - Secondary School Switchboard/Receptionist
<b>5</b>	<b>480-579</b>	Clerk - Assessment Budget Clerk French Second Language Secretary Program Secretary Secretary - Area Office

		Job Entry Grant Secretary • Secondary School Clerk - Maintenance (Work Orders) Accounting Clerk - Expediting, Intermediate Floater Accounting Clerk Sr. Clerk - Teacher Distribution Centre Equity Office Secretary Sr. Secretary - Area Office General School Secretary - Secondary School School Secretary - Elementary School Secretary - Alternative Learning Communities
<b>6</b>	<b>580-629</b>	Clerk - Resource Centre (Library) Guidance Secretary - secondary School Sr. Reconversion Clerk - Professional Library Supply Teacher Dispatcher Attendance Secretary - Secondary School Program Secretary - Sr.-ISA Claims Sr. Accounting Clerk - Accounts Payable Sr. Secretary - Alternative Learning Communities
<b>7</b>	<b>630-679</b>	Educational Assistant Library Technician - Elementary SASI - Secondary
<b>8</b>	<b>680-729</b>	Sr. Clerk - Resource Centre Secretary - Adult & Continuing Education Library Technician - Secondary Bursar - Secondary School Educational Intervenor Accounting Clerk - Sr. General Admissions Administrator

<b>9</b>	<b>730-779</b>	Single School Secretary - Elementary Sr. School Secretary - Elementary Student <b>Support</b> Worker
<b>10</b>	<b>780-829</b>	Clerk - Head Accounts Payable Clerk - Head Expeditor Head Secretary - Secondary School

## SCHEDULE "C" - PAY SCALES

Effective September 1, 2008

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
<b>BAND 1</b>	\$ 19.22	\$ 19.70	\$ 20.20	\$ 20.74
<b>BAND 2</b>	\$ 19.64	\$ 20.14	\$ 20.62	\$ 21.06
<b>BAND 3</b>	\$ 20.10	\$ 20.60	\$ 21.07	\$ 21.53
<b>BAND 4</b>	\$ 20.37	\$ 20.96	\$ 21.63	\$ 22.20
<b>BAND 5</b>	\$ 21.32	\$ 21.93	\$ 22.56	\$ 23.17
<b>BAND 6</b>	\$ 22.35	\$ 22.85	\$ 23.42	\$ 23.95
<b>BAND 7</b>	\$ 23.19	\$ 23.66	\$ 24.23	\$ 24.77
<b>BAND 8</b>	\$ 24.02	\$ 24.50	\$ 25.08	\$ 25.61
<b>BAND 9</b>	\$ 25.14	\$ 25.86	\$ 26.58	\$ 27.30
<b>BAND 10</b>	\$ 27.45	\$ 28.22	\$ 28.99	\$ 29.75

Effective September 1, 2009

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
<b>BAND 1</b>	\$ 19.79	\$ 20.29	\$ 20.81	\$ 21.36
<b>BAND 2</b>	\$ 20.23	\$ 20.75	\$ 21.24	\$ 21.69
<b>BAND 3</b>	\$ 20.70	\$ 21.22	\$ 21.70	\$ 22.17
<b>BAND 4</b>	\$ 20.98	\$ 21.59	\$ 22.28	\$ 22.86
<b>BAND 5</b>	\$ 21.96	\$ 22.58	\$ 23.24	\$ 23.87
<b>BAND 6</b>	\$ 23.02	\$ 23.54	\$ 24.12	\$ 24.66
<b>BAND 7</b>	\$ 23.89	\$ 24.37	\$ 24.95	\$ 25.51
<b>BAND 8</b>	\$ 24.74	\$ 25.23	\$ 25.84	\$ 26.38
<b>BAND 9</b>	\$ 25.90	\$ 26.64	\$ 27.37	\$ 28.12
<b>BAND 10</b>	\$ 28.28	\$ 29.07	\$ 29.86	\$ 30.64

Effective September 1, 2010

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
<b>BAND 1</b>	\$ 20.39	\$ 20.90	\$ 21.43	\$ 22.00
<b>BAND 2</b>	\$ 20.83	\$ 21.37	\$ 21.88	\$ 22.34
<b>BAND 3</b>	\$ 21.32	\$ 21.86	\$ 22.35	\$ 22.84
<b>BAND 4</b>	\$ 21.61	\$ 22.24	\$ 22.95	\$ 23.55
<b>BAND 5</b>	\$ 22.61	\$ 23.26	\$ 23.93	\$ 24.58
<b>BAND 6</b>	\$ 23.71	\$ 24.25	\$ 24.84	\$ 25.40
<b>BAND 7</b>	\$ 24.61	\$ 25.11	\$ 25.70	\$ 26.28
<b>BAND 8</b>	\$ 25.48	\$ 25.99	\$ 26.61	\$ 27.17
<b>BAND 9</b>	\$ 26.67	\$ 27.43	\$ 28.19	\$ 28.97
<b>BAND 10</b>	\$ 29.12	\$ 29.94	\$ 30.75	\$ 31.56

Effective September 1, 2011

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
<b>BAND 1</b>	\$ 21.00	\$ 21.52	\$ 22.07	\$ 22.66
<b>BAND 2</b>	\$ 21.46	\$ 22.01	\$ 22.54	\$ 23.01
<b>BAND 3</b>	\$ 21.96	\$ 22.51	\$ 23.02	\$ 23.52
<b>BAND 4</b>	\$ 22.25	\$ 22.91	\$ 23.64	\$ 24.26
<b>BAND 5</b>	\$ 23.29	\$ 23.96	\$ 24.65	\$ 25.32
<b>BAND 6</b>	\$ 24.42	\$ 24.97	\$ 25.59	\$ 26.17
<b>BAND 7</b>	\$ 25.35	\$ 25.86	\$ 26.47	\$ 27.06
<b>BAND 8</b>	\$ 26.24	\$ 26.77	\$ 27.41	\$ 27.99
<b>BAND 9</b>	\$ 27.47	\$ 28.26	\$ 29.04	\$ 29.83
<b>BAND 10</b>	\$ 30.00	\$ 30.84	\$ 31.67	\$ 32.51



**SCHEDULE "D"**

**Lunchtime Supervisors and  
Lunchtime Office Support Workers Pay Scales**

	<b>September 1, 2008</b>	<b>September 1, 2009</b>	<b>September 1, 2010</b>	<b>September 1, 2011</b>
Lunchtime Supervisors/ Lunchtime Office Support Workers	\$11.78	\$12.14	\$12.50	\$12.88
				\$12.88

Article 11.04a shall be interpreted to also include lunch time supervisors

**SCHEDULE "E"**

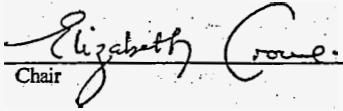
**Supply Employee Pay Scales**

	<b>September 1, 2008</b>	<b>September 1, 2009</b>	<b>September 1, 2010</b>	<b>September 1, 2011</b>
<b>Supply EA</b>	\$ 23.19	\$ 23.89	\$ 24.61	\$ 25.35
Supply Secretary	\$ 21.32	\$ 21.96	\$ 22.61	\$ 23.29
Supply Library Tech - Elementary	\$ 23.19	\$ 23.89	\$ 24.61	\$ 25.35
Supply Library Tech - Secondary	\$ 24.02	\$ 24.74	\$ 25.48	\$ 26.24


In Witness whereof, the parties have signed at Newmarket, Ontario, on the 29<sup>th</sup> day of September 2008

**YORK CATHOLIC DISTRICT SCHOOL  
BOARD**

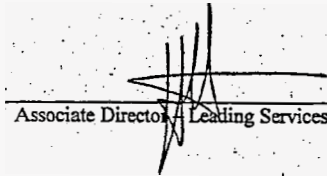
**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES**

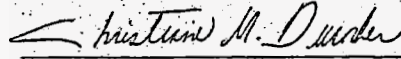
  
Chair

  
Canadian Union of Public Employees,  
Local 2331

  
Director of Education

  
President

  
Associate Director of Leading Services

  
Secretary

  
Superintendent of Human Resources

**LETTER OF UNDERSTANDING #1**  
**RE: JOINT HEALTH AND SAFETY COMMITTEE**

The parties agree that a Joint Health and Safety Committee has been established in accordance with the *Occupational Health and Safety Act*. C.U.P.E. 2331 shall be represented on the Joint Health and Safety Committee.

**LETTER OF UNDERSTANDING #2**  
**RE: VOLUNTEERS**

1. A volunteer is a person who serves without remuneration and shall not be used to perform the duties of any York Catholic District School Board employee.
2. As of January 10, 2002, schools with an existing safe arrivals program using volunteers are acceptable to the parties.
3. Y.C.D.S.B. co-operative education students are not considered to be volunteers for the purposes of this letter of understanding.

The Board will communicate to Senior Administration, Principals and Parent Councils, the nature and extent of bargaining unit work. Any issues arising out of the use of volunteers will be dealt with in Labour/Management meetings.

**LETTER OF UNDERSTANDING #3**  
**RE: JOB OFFERS TO EMPLOYEES ON RECALL**

Positions offered through the recall process will continue to be made in order of seniority. Senior employees on recall may decline the position offered provided there are other people with less seniority on the recall list. The most junior person must accept the position. Refusal to accept the position will be deemed a resignation. The position is then offered to the next most junior person on recall, and so on.

**LETTER OF UNDERSTANDING#4**  
**RE: WORKING CONDITIONS**

The parties agree to the following clarifications regarding certain working conditions:

1. Any banking done by Board employees, with respect to Board business, is part of the employee's normal work and time should be provided during the normal **work** day for this purpose.
2. If employees are required to deposit correspondence in the mail, sufficient time should be provided during the normal working day for this purpose.
3. Employees are not expected or required to transport students in their personal vehicles.
4. Employees are not expected or required to identify or check pupils who are suspected of being infested with pediculosis (head lice).
5. Employees are not expected to administer medication to pupils, with the exception of Educational Assistants and Educational Intervenors who administer medication to students with special needs.
6. Educational Assistants and Educational Intervenors will be provided with qualified training if medication or medical procedures are to be administered to students with special needs.
7. Secretarial employees will not be left in a school without a principal, vice principal, teacher in charge, or designate.

**LETTER OF UNDERSTANDING#5**  
**RE: SELF FUNDED LEAVE**

The parties agree to the following terms for the provision of a self funded leave for CUPE Local 2331 members:

1. The Board may grant leaves of absence of one year to CUPE 2331 members on the basis of one of the following Plans 1 or 2:  
Plan 1] spreading 4 years' salary over 5 years (hereinafter called "Plan 1") on the following terms and conditions:  
*or*  
Plan 2] spreading 3 years' salary over 4 years (hereinafter called "Plan 2") on the following terms and conditions:
2. Any employee who has completed at least five (5) years' active service for the Board may apply to participate in such Plan;
3. An employee wishing to participate in such Plan shall apply in writing to the Manager of Human Resources on or before May 31st to participate in the Plan commencing the following September 1st;
4. The Board shall consider applications for personal reasons such as study, travel, parenting and regeneration with special consideration to be given to employees with longer service.
5. Each employee permitted to participate in the Plan shall enter into an agreement with the Board as follows:
  - (i) In the case of Plan 1 - in each of the four (4) years of the Plan commencing September 1st next following approval, the employee shall be paid 80% of the salary to which the employee is otherwise entitled;

In the case of Plan 2 - in each of the three (3) years of the Plan commencing September 1st next following approval, the employee shall be paid 75% of the salary to which the employee is otherwise entitled;

- (ii) In the case of Plan 1 - the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;  
In the case of Plan 2 - the remaining 25% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;
- (iii) In the case of Plan 1 - the leave of absence shall commence on the September 1st of the 5th year from the commencement of the employee's participation in the Plan;  
In the case of Plan 2 - the leave of absence shall commence on the September 1st of the 4th year from the commencement of the employee's participation in the Plan;
- (iv) During such school year of the leave of absence the Board shall pay the employee all the funds accumulated pursuant to (ii) and interest earned in accordance with the foregoing either in a lump sum or in instalments on a bi weekly basis;
- (v) The employee shall be responsible for all contributions to OMERS (i.e. both employee and employer) and the employee will be responsible for arranging with the Board the payment of all premiums for benefit plans (i.e. both employee and employer);

- (vi) Subject to any other provisions of the Collective Agreement, on the employee's return from the leave the employee shall be reinstated to a position considered comparable to that held at the commencement of the leave;
- (vii) During such leave, the employee's seniority shall accumulate but will not be regarded as continuous service;
- (viii) The employee shall not be entitled to any sick leave credits during the period of such leave but on the employee's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
- (ix) An employee laid off or who leaves active employment with the Board while participating in the Plan must withdraw there from. The employee shall then be paid within sixty (**60**) days a lump sum equal to the employee's contributions plus interest accrued to date of the withdrawal;
- (x) Permission to withdraw from the Plan will be solely at the discretion of the Board;
- (xi) If an employee dies, retires, is dismissed or otherwise leaves active employment with the Board while participating in the Plan, the employee's personal representative, in the event **of** the employee's death, or the employee shall be paid such lump sum and interest accrued **up** to the date of the employee's death, retirement, dismissal, or leaving, as the case may be.

**LETTER OF UNDERSTANDING #6  
PROFESSIONAL DEVELOPMENT**

The YCDSB and CUPE 2331 have jointly agreed to a philosophy which encourages professional development for all members. An ad hoc professional development committee, with representation from management and CUPE 2331, shall be established. CUPE 2331 is recognized as an equal participant in the professional development committee.

In accordance with the Provincial Discussion Table Agreement (PDT), the parties agree to allocate monies provided during the 2008-2009 and/or 2009-2010 school year for professional development and training opportunities for all bargaining unit members. The allocation of CUPE 2331 proportional share of the Ministry of Education's funding enhancements for professional development and training for education support workers in the GSN shall be the ratio between CUPE 2331 FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 financial statements. The Board shall share the financial analysis and calculations of this allocation with CUPE 2331.

It is agreed that this professional development committee will meet within 30 days of ratification to review professional development issues and make recommendations for upcoming professional development opportunities for members during the 2008-2009 and/or 2009-2010 school years.

Mutually agreed upon items will be forwarded to the appropriate Board personnel for implementation.



**LETTER OF UNDERSTANDING #7**  
**OFFICE SUPPORT STAFF (Elementary School Secretaries)**

In accordance with the Provincial Discussion Table Agreement (PDT) (2008-2012), the parties agree to allocate additional elementary school secretaries as per the elementary school secretarial allocation Schedule A – 1 commencing September 1<sup>st</sup>, 2009. Any remaining secretarial hours will be allocated on an annual basis as determined by the Board and CUPE local 2331 Labour/Management committee. The Board agrees to share the financial analysis and calculation of the above noted secretarial allocation with CUPE local 2331.

**LETTER OF UNDERSTANDING #8**  
**CONTRACTING OUT**

The parties agree to the following understandings regarding contracting in/contracting out:

The labour management committee shall consider the feasibility of a new job classification within the local bargaining unit designed to decrease the number of C.Y.W. contracted out positions.

YCDSB is committed to open communication and a transparent process in regard to the contracting out of work that **may** be considered bargaining unit work. No bargaining unit work shall be contracted out without prior consultation with the union.

**LETTER OF UNDERSTANDING #9**  
**EDUCATIONAL ASSISTANTS/EDUCATIONAL INTERVENORS HOURS OF WORK (2011 – 2012)**

1. The parties agree to determine the use of the incremental hour for Educational Assistants and Educational Intervenors prior to the 2011 – 2012 school year through the Board and CUPE Local 2331 Labour/Management committee.

2. When considering the use of the incremental hour, the parties shall ensure that the needs of the students and the operational needs of the schools are met.
3. The parties also agree that up to **thirty** (30) minutes per day may be assigned as general supervision duties.

**LETTER OF UNDERSTANDING #10  
PDT STAFFING**

The parties agree that as of May 27, 2008 the following staffing levels were in place:

CUPE 2331	719.13 FTE
Elementary School Secretary	115.14
Elementary EA/EI	338.5
Secondary EA/EI	136.2

**LETTER OF UNDERSTANDING #11  
BENEFITS**

In accordance with the terms of the Provincial Discussion Table (PDT) agreement, for the 2008-2012 collective agreement, the York Catholic District School Board and CUPE local 2331 agree that the additional annual enhancement of benefits effective September 1<sup>st</sup> 2010 shall first be applied as follows:

- Vision care rider increased to \$400/every two years
- (New) Laser eye surgery a maximum of \$1200 lifetime and not included in vision care rider
- Orthodontics increased to \$3000 maximum lifetime
- Orthotics increased to \$500/2 years
- Hearing Aids increased to \$2000/every two years

When exact funding is confirmed, the parties shall meet and allocate the remaining portion to the following until the funding is exhausted

- Dental implants
- Board funded dental plan
- Paramedical improvements to \$1350 including specific individual increases to the components of the paramedical coverage

**LETTER OF INTENT # 1  
WORK WEEK**

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

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

**LETTER OF INTENT # 2  
EDUCATIONAL ASSISTANTS**

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

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

- a) The Board is committed to ensuring that the workload assigned to Educational Assistants is fairly and equitably

distributed. Assignments given to Educational Assistants in each school will be reviewed by the Superintendent of Education (Schools) with the Principal when discussing the organization of the school,

*and*

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

*and*

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

### **LETTER OF INTENT #3**

#### **RE: EDUCATIONAL ASSISTANT AND EDUCATIONAL INTERVENORS**

When Educational Assistant(s) or Educational Intervenor(s) are requested by the Principal to attend a meeting with parents regarding a student with special needs, **or** an orientation session, and such request **is** approved by the Superintendent of Student Services, the Educational Assistant(s) or Educational Intervenor(s) shall be paid for such time at their regular rate of pay.

## APPENDIX A

### ***EMPLOYMENT STANDARDS ACT* PART XIV**

#### LEAVES OF ABSENCE

##### Definitions

**45.** In this Part,

“parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and “child” has a corresponding meaning; (“père ou mère”)

“spouse” means,

(a) a spouse as defined in section 1 of the *Family Law Act*, or

(b) either of two persons who live together in a conjugal relationship outside marriage. (“conjoint”) 2000, c. 41, s. 45; 2001, c. 9, Sched. I, s. 1 (9); 2004, c. 15, s. 2; 2005, c. 5, s. 23.

##### Pregnancy leave

**46. (1)** A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment. 2000, c. 41, s. 46 (1).

##### When leave may begin

**(2)** An employee may begin her pregnancy leave no earlier than the earlier of,

(a) the day that is 17 weeks before her due date; and

(b) the day on which she gives birth. 2000, c. 41, s. 46 (2).

##### Exception

**(3)** Clause (2)(b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage. 2000, c. 41, s. 46 (3).

##### Latest day for beginning pregnancy leave

**(3.1)** An employee may begin her pregnancy leave no later than the earlier of,

(a) her due date; and

(b) the day on which she gives birth. 2001, c. 9, Sched. I, s. 1 (10).

##### Notice

**(4)** An employee wishing to take pregnancy leave shall give the employer,

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

(b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date. 2000, c. 41, s. 46 (4).

##### Notice to change date

**(5)** An employee who has given notice to begin pregnancy leave may begin the leave,

(a) on an earlier day than ~~was~~ set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new ~~written~~ notice at least two weeks before the ~~day~~ set out ~~in~~ the original notice. 2000, c. 41, s. 46 (5).

Same, complication, etc.

~~(6)~~ If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping ~~work~~, give the employer,

(a) written notice of the day the pregnancy leave began or is to begin; and

(b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,

(i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,

(ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage. 2000, c. 41, s. 46 (6).

End of pregnancy leave

**47. (1)** An employee's pregnancy leave ends,

(a) if she is entitled to parental leave, 17 ~~weeks~~ after the pregnancy leave began;

(b) if ~~she~~ is not entitled to parental leave, on the day that ~~is~~ the later of,

(i) 17 weeks after the pregnancy leave began, and

(ii) six weeks after the birth, still-birth or miscarriage. 2000, c. 41, s. 47 (1).

Ending leave early

**(2)** An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave. 2000, c. 41, s. 47 (2).

Changing end date

**(3)** An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,

(a) on an earlier day than was set out ~~in~~ the ~~notice~~, if the employee gives the employer a new written notice at least four weeks before the earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 47 (3).

Employee not returning

**(4)** An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 47 (4).

Exception

**(5)** Subsection **(4)** does not apply if the employer constructively dismisses the employee. **2000, c. 41, s. 47 (5).**

Parental Leave

Parental leave

**48. (1)** An employee who has been employed by his or her employer for at least **13** weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. **2000, c. 41, s. 48 (1).**

When leave may begin

**(2)** An employee may begin parental leave no later than **52** weeks after the day the child is born or comes into the employee's custody, care and control for the first time. **2000, c. 41, s. 48 (2).**

Restriction if pregnancy leave taken

**(3)** An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time. **2000, c. 41, s. 48 (3).**

Notice

**(4)** Subject to subsection **(6)**, an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin. **2000, c. 41, s. 48 (4).**

Notice to change date

**(5)** An employee who has given notice to begin parental leave may begin the leave,  
(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or  
(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. **2000, c. 41, s. 48 (5).**

If child earlier than expected

**(6)** If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,  
(a) the employee's parental leave begins on the day he or she stops working; and  
(b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work. **2000, c. 41, s. 48 (6).**

End of parental leave

**49. (1)** An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise. **2000, c. 41, s. 49 (1).**

#### Ending leave early

**(2)** An employee may end his or her parental leave earlier than the day set out in subsection (1) by **giving** the employer written notice at least four weeks before the day he or she wishes to end the leave. 2000, c. 41, s. 49 (2).

#### Changing end date

**(3)** An employee who **has** given notice to end his or her parental leave may end the leave,  
(a) on an earlier day than **was** set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier **day**; or  
(b) on a later **day** than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 49 (3).

#### Employee not returning

**(4)** An employee who takes parental leave shall not terminate **his** or **her** employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 49 (4).

#### Exception

**(5)** Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 49 (5).

#### General Provisions Concerning Leaves

##### Rights during leave

**51. (1)** During any leave under this Part, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to **his** or her employment unless he or she elects in writing not to do so. 2000, c. 41, s. 51 (1).

##### Benefit plans

**(2)** Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plan. 2000, c. 41, s. 51 (2).

##### Employer contributions

**(3)** During an employee's leave under this Part, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any. 2000, c. 41, s. 51 (3).

##### Reservist leave

**(4)** Subsections (1), (2) and (3) do not apply in respect of an employee during a leave under section 50.2, unless otherwise prescribed. 2007, c. 16, Sched. A, s. 4.

##### Exception

**(5)** Despite subsection (4), subsections (1), (2) and (3) apply in respect of an employee during a period of postponement under subsection 53 (1.1), unless otherwise prescribed. 2007, c. 16, Sched. A, s. 4.



#### Leave and vacation conflict

**51.1 (1)** An employee who is on leave under this Part may defer taking vacation until the leave expires or, if the employer and employee agree to a later date, until that later date if,

- (a) under the terms of the employee's employment contract, the employee may not defer taking vacation that would otherwise be forfeited or the employee's ability to do so is restricted; and
- (b) as a result, in order to exercise his or her right to leave under this Part, the employee would have to,
  - (i) forfeit vacation or vacation pay, or
  - (ii) take less than his or her full leave entitlement. **2001, c 9, Sched. I, s. 1 (11).**

#### Leave and completion of vacation conflict

**(2)** If an employee is on leave under this Part on the day by which his or her vacation must be completed under paragraph 1 of section 35 or paragraph 1 of subsection 35.1 (2), the uncompleted part of the vacation shall be completed immediately after the leave expires or, if the employer and employee agree to a later date, beginning on that later date. **2001, c. 9, Sched. I, s. 1 (11); 2002, c. 18, Sched. J, s. 3 (22).**

#### Alternative right, vacation pay

**(3)** An employee to whom this section applies may forego vacation and receive vacation pay in accordance with section 41 rather than completing his or her vacation under this section. **2001, c. 9, Sched. I, s. 1 (11).**

#### Length of employment

**52. (1)** The period of an employee's leave under this Part shall be included in calculating any of the following for the purpose of determining his or her rights under an employment contract:

1. The length of his or her employment, whether or not it is active employment.
2. The length of the employee's service whether or not that service is active.
3. The employee's seniority. **2000, c. 41, s. 52 (1).**

#### Exception

**(2)** The period of an employee's leave shall not be included in determining whether he or she has completed a probationary period under an employment contract. **2000, c. 41, s. 52 (2).**

#### Reinstatement

**53. (1)** Upon the conclusion of an employee's leave under this Part, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not. **2000, c 41, s. 53 (1).**

#### Reservist leave

**(1.1)** Despite subsection (1), the employer of an employee who has been on leave under section 50.2 may postpone the employee's reinstatement until,

- (a) a prescribed day; or

- (b) if no day is prescribed, the later of,
- (i) the day that is two weeks after the day on which the leave ends, and
- (ii) the first pay day that falls after the day on which the leave ends. 2007, c. 16, Sched. A, s. 5.

Same

(1.2) During the period of postponement, the employee is deemed to continue to be on leave under section 50.2 for the purposes of sections 51.1 and 52. 2007, c. 16, Sched. A, s. 5.

Exception

(2) Subsection (1) does not apply if the employment of the employee is ended solely for reasons unrelated to the leave. 2000, c. 41, s. 53 (2).

Wage rate

(3) The employer shall pay a reinstated employee at a rate that is equal to the greater of,

- (a) the rate that the employee most recently earned with the employer; and
- (b) the rate that the employee would be earning had he or she worked throughout the leave. 2000, c. 41, s. 53 (3).

PART XV

#### TERMINATION AND SEVERANCE OF EMPLOYMENT

Termination of Employment

No termination without notice

54. No employer shall terminate the employment of an employee who has been continuously employed for three months or more unless the employer,

- (a) has given to the employee written notice of termination in accordance with section 57 or 58 and the notice has expired; or
- (b) has complied with section 61. 2000, c. 41, s. 54.

Prescribed employees not entitled

55. Prescribed employees are not entitled to notice of termination or termination pay under this Part 2000, c. 41, s. 55.

## APPENDIX B

### OMERS CONTRIBUTORY EARNINGS

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CCP) the balance of the extension period becomes unpurchasable service;
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in ) where this pay is in relation to duties that are an extension of the member's normal job;
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement)

- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;
- Payments for unused accumulated sick **days** or vacation time, only on retirement and **only** if credited service **is** extended. When **you** include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.