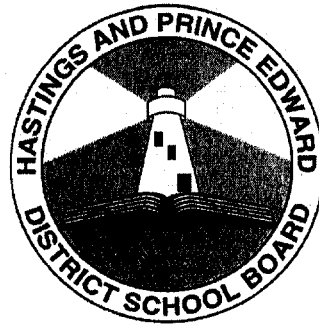


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COLLECTIVE AGREEMENT

Between

**The Hastings and Prince Edward
District School Board**



And

**The Canadian Union of Public Employees
And Its Local 1022**



SEPTEMBER 1, 2002 to AUGUST 31, 2004

ENTERED

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ARTICLE 1 – GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees; to provide means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provisions.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The management of the Board's operations and the direction of its employees in all respects shall continue to be vested exclusively with the Board, subject only to the express terms of this Agreement.

ARTICLE 3 - RECOGNITION

3.01 The Board and the Union agree that the employees in the bargaining unit described in Article 3.02 will be divided into three (3) separate and distinct Jurisdictional Groups as follows:

- (a) Jurisdictional Group A shall mean all Custodial and Maintenance employees, Truck Drivers and Drivers of Board-owned buses;
- (b) Jurisdictional Group B shall mean all Office, Clerical and Technical employees;
- (c) Jurisdictional Group C shall mean all Educational Assistants, Interpreters and Intervenors.

3.02 The Board recognizes the Canadian Union of Public Employees as the sole exclusive bargaining agent for all custodial and maintenance employees, truck drivers, drivers of board owned buses, office, clerical and technical employees, educational assistants, cafeteria employees, classroom assistants, daycare workers employed by the Hastings and Prince Edward District School Board save and except supervisors, managers and co-ordinators, secretaries to senior administrative staff, attendance counselor, liaison officer, senior buyer, transportation officer, administrative assistants, persons employed in the Human Resources and Payroll Departments, psychometrists and speech pathologists, and students employed during the school vacation period.

3.02 (continued)

For the purposes of clarity, "Senior Administrative Staff" includes the Director of Education, Executive Assistant to the Director of Education, Superintendents, Controller of Plant, and Manager of Information and Technology Services.

3.03 Unless expressly stated to the contrary, each of the provisions of this Collective Agreement shall apply to each Jurisdictional Group described in Article 3.01.

3.04 (1) Casual employees are defined as:

- (a) employees hired for a specific term which is to cover the absence of a regular employee, or
- (b) employees hired to provide temporary assistance above the normal complement or to work on special projects for periods not to exceed six (6) months, unless otherwise agreed by the Union.

(2) Casual employees shall not be hired to circumvent job postings or the recall of a regular employee who is on lay-off nor will casual employees be hired while regular employees who have the ability to perform the available work are on lay-off.

(3) None of the provisions of this Collective Agreement shall apply to the employment of casual employees with the exception of Article 3 (Recognition), Article 5 (No Discrimination), Article 6 (Check-off Union Dues), Article 13 (Grievance Procedure), Article 15 (Hours of Work), and Article 16 (Overtime and Call In Pay). It is agreed that the articles specifically referred to in 3.04 (3) are the only articles which may be the subject of a grievance by a casual employee.

(4) Casual employees shall be paid the at the start rate of pay for the job to which they are assigned.

(5) Casual employees shall be paid holiday pay if they qualify for a paid holiday pursuant to the provisions of The Employment Standards Act

- 3.04 (6) Casual employees who apply for positions in the bargaining unit will be treated as outside applicants for positions not filled by regular employees.
- (7) Casual employees' probationary period, as defined in Article 8.03, shall commence on the day the casual employee commences employment in a permanent position. Upon successful completion of the probationary period, a casual employee shall be credited with the total number of days worked as a casual employee within the twenty-four (24) month period immediately preceding the appointment to the permanent position.
- (8) The Employer shall notify the Union, in writing, of the names and terms of employment of all casual employees.
- (9) The Board will endeavor to limit the number of casual employees who work less than fifteen (15) hours per week by combining, whenever reasonably possible, positions in the same or different locations so that such positions will be fifteen (15) or more hours per week.

ARTICLE 4 - RELATIONSHIP

- 4.01 The Union will supply the Board with the names of employees who are stewards or other officers of the Union. Similarly, the Board will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to do business.
- 4.02 The relevant Superintendent of Human Resources and/or other persons designated by the Board shall meet with the Executive Union Committee, consisting of no more than seven (7) employees, with representation from each of the Jurisdictional Groups, the week following each monthly Union meeting if requested by either **Party**. The time and place will be mutually arranged. The Union and the Board will exchange agendas of matters for discussion at least three (3) days before each regular meeting of this Committee. This Committee will also meet at any other mutually agreeable time to discuss urgent matters.

The meeting shall be restricted to the Board and the Local Union.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Board and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, re-call, discipline, discharge for any reason prohibited by the Ontario Human Rights Code, nor by reason of their membership or activity, or non-membership or non-activity in the Union. In addition, the Board and the Union specifically acknowledge their obligation to accommodate handicapped employees as required by the Human Rights Code of Ontario.
- 5.02 The Employer will not enter into private agreement with an employee in the bargaining unit, the terms of which are contrary to any terms of this Agreement, unless mutually agreed by the Union and the Board.
- 5.03 Harassment

It is the policy of the Board to provide and maintain an environment in which all employees can work free from unsolicited and unwelcome harassment of a verbal, visual or physical nature. It is the intent of the Board to provide and maintain an environment which is supportive of both productivity and the personal goals, dignity and self-esteem of every individual within the System.

The Board and the Union agree that every employee has the right to freedom in the working environment from harassment by the Board, an agent of the Board or another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

Harassment is defined as any unwelcome action of a verbal, visual, or physical nature by any person, whether repeated or a single incident which humiliates, insults or degrades another person.

The Board's "Harassment Policy" describes a process which may be used as an alternative to the grievance procedure. The process is preventative in intention and may stop at any of the steps provided that this is agreeable to the complainant and no other proceedings have been initiated in which case the process will be suspended.

5.03 Harassment (continued)

Every attempt will be made to maintain complete confidentiality throughout the process.

The complainant and the alleged harasser are entitled to representation during any and all parts of the procedure. At no time should the complainant be required to confront the harasser.

ARTICLE 6 - UNION SECURITY & DUES CHECK-OFF

6.01 There shall be deducted each month from the pay of each employee, including casual employees, ~~an~~ amount equivalent to regular monthly Union dues.

6.02 Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer of the Local, or the National Secretary-Treasurer of CUPE as directed by the Local, not later than the 15th day of the month following, accompanied by a list of the names, addresses and classifications of all employees from whose wages the deductions have been made. The list shall also indicate the amount ~~of~~ dues deducted ~~from~~ each employee.

6.03 The Union shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deduction and remittance of dues by the Board pursuant to this Article.

6.04 The Board agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect and with the conditions of employment as set out in the Articles dealing with the Union security and dues check-off. And further, they provide the new employees with a copy of the Union brochure.

6.05 Lease-back Schools

The Board agrees that it will not enter into any lease agreement to construct a new school, that would include, as part of the lease arrangement, the performance of services of the nature currently performed by employees in the classifications covered by this agreement in any of the Board's schools or buildings.

- 6.06 The Board agrees that no employee in the bargaining unit shall be laid off or have their regular hours of work reduced as a result of bargaining unit work being performed by persons whose regular job is not in the bargaining unit, as a result of contracting out, or as a result of the use of volunteers.

The regular hours of work for a position occupied by an employee referred to above shall be the hours in effect as at the ratification date of this Agreement. Regular hours for positions created during the term of this Agreement shall be those established on the posting.

- 6.07 In order to provide job security for the current members of the bargaining unit, the Employer agrees that all work or services which are currently performed by bargaining unit employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, privatized, in whole or in part to any other plant, person, company, or non-bargaining unit employee. The foregoing will not operate so as to prohibit the contracting out of work or services of the same type performed by the bargaining unit members, provided that such contracting out is in addition to the continued work of the bargaining unit members or is restricted to periods of peak demands.

The Employer agrees that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to an ongoing joint review to determine which work and services might be performed by members of the bargaining unit (contracting in).

- 6.08 Both Parties recognize the value and contributions of volunteers and co-op students and the desirability of their participation in appropriate activities.

Both Parties agree that co-op students may perform bargaining unit work when their assignment is in addition to the members of the bargaining unit from the classification to which the work normally belongs.

Both Parties agree that volunteers may be utilized in accordance with historical practices. Concerns relating to the use of volunteers will be promptly examined by the Parties whom shall attempt to resolve the issue by consensus prior to referral to the grievance procedure.

No other persons not in the bargaining unit shall work on any jobs in the bargaining unit except in cases agreed to by the Union.

6.08 (continued)

The Board and the Union agree that the Board shall not enter into any formal or informal agreements with any level of government or agency thereof that provide additional human resources, without the consent of the Union, which will not be unreasonably withheld.

6.09 No bargaining unit work shall be done under the auspices of an “Ontario Works” (Workfare) or similar program without the written consent of the Union.

ARTICLE 7 - STRIKES AND LOCK-OUTS

7.01 There shall be no strike, stoppage of work, slowdown or other interference with work on the part of the employees, nor will there be any lock-out on the part of the Board during the term of **this** Agreement.

7.02 The term “strike” and the term “lock-out” shall be interpreted in accordance with the definitions set out in The Ontario Labour Relations Act

7.03 No bargaining unit employee will be required to perform work normally done by another employee engaged in a legal strike.

ARTICLE 8 - SENIORITY

8.01 (a) Seniority shall be defined as the length of service with the Board computed from last date of permanent hire within their Jurisdictional Group. Seniority rights acquired under this Agreement shall only operate within the Jurisdictional Group in which an employee is employed by the Board.

8.01 (b) There shall be one (1) seniority list for each Jurisdictional Group setting out all employees with seniority in that Jurisdictional Group being calculated as follows:

Seniority shall accumulate on the basis of continuing employment in each calendar year or part thereof, so that each employee, regardless of assigned hours of work or months of work per year, shall receive one (1) year of seniority credits for each calendar year of service.

8.01 (b) (continued)

For the purpose of “continuing employment” the following periods are included:

- (1) when at work and on the payroll;
 - (2) when on Maternity/Parental/Adoption leave of absence;
 - (3) when in receipt of sick leave, with or without pay;
 - (4) when in receipt of W.S.I.B. or L.T.D. benefits;
 - (5) while on lay-off for a period of up to twenty-four (24) consecutive months;
 - (6) while on any authorized Union leave.
- (c) It is understood that seniority credits and service are separate and distinguishable.
- (d) When two (2) **or** more members **of** the Bargaining Unit have the same “last date of permanent hire”, the Board will forward the names **and** addresses of the employees and the positions awarded to the Union. The Union shall draw the names of the employees by lot at a regular or special meeting of the Union. The employee whose name is chosen earlier shall be deemed to have greater seniority. The Union will advise the Board of the outcome and the Board shall be entitled to rely upon the results as provided.

This method shall be used from the date of this Agreement forward.

This method shall also be used to determine the order of seniority for employees who do not appear on the most recent published seniority list as approved by the Union and who have last dates of permanent hire after September 1, 1998.

For the purposes of this article the date to be used to determine the last date of permanent hire is the date the employee first reports for work.

- 8.02 Seniority lists for each Jurisdictional Group will be compiled in January of each year covering all employees coming within the scope of the Jurisdictional Group. Twelve (12) copies of each seniority list will be forwarded to the Union and a copy will be forwarded to each school.
- 8.03 A new employee will be on probation and will not acquire seniority until the employee has completed a normal probationary period of six (6) months of continuous employment. As related to the terms of this Agreement, an employee will then be considered permanent in the employee's Jurisdictional Group and seniority will date back to the date of permanent hire. During the probationary period, the employee will enjoy all the rights and privileges under this Collective Agreement except that the termination of a probationary employee shall be at the discretion of the Board.
- 8.04 Seniority previously accumulated shall be lost and **an** employee will be deemed to have been terminated if:
- (a) The employee quits or is discharged and such discharge is not reversed through the grievance procedure or arbitration;
 - (b) The employee overstays a leave of absence except where it is beyond the control of the employee;
 - (c) The employee is absent for reasons other than personal illness or reasons beyond the employee's control without the permission of the employee's Supervisor, or, in the Supervisor's absence, another authorized officer of the Board;
- 8.04 (d) The employee fails to return to work within ten (10) working days, or fails to notify within seven (7) days of the employee's intent to return to work after receiving notice of recall, by registered mail, of recall from lay-off unless such return to work is prevented by certified personal illness;
- (e) If an employee accepts a severance package from the Employer.
- 8.05 All employees shall keep the Human Resources Department informed of their current address and phone number.
- 8.06 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If **an** employee is transferred to a position

8.06 (continued)

outside of the bargaining unit, the employee shall retain seniority rights accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to the position in the bargaining unit during the employee's trial period, which shall be a maximum of six (6) months. If an employee returns to the bargaining unit, the employee shall be returned to the employee's former position at the employee's former seniority and rate of pay providing such return shall not result in the lay-off or bumping of **an** employee holding greater seniority. Other employees promoted or transferred shall be returned to their former position. **An** employee may return to a vacant position in the bargaining unit within two (2) years and will be credited with seniority accumulated up to the date of leaving the bargaining unit.

8.07 Except as provided by the provisions of this Agreement, employees shall not be permitted to transfer from one Jurisdictional Group to another Jurisdictional Group. If an employee is transferred to a position outside of the employee's Jurisdictional Group, the employee's seniority will be frozen from the date of transfer and their seniority in the new Jurisdictional Group will start from the date of transfer. This provision applies to seniority only and does not affect the service of an employee for rights and benefits acquired by service with the Board.

8.08 The Parties agree that there shall be a seniority list for each of the three (3) Jurisdictional Groups. The three (3) seniority lists shall remain in effect for the term of this Agreement and thereafter unless amended by agreement of the Parties.

ARTICLE 9 – JOB POSTINGS AND STAFF CHANGES

9.01 The Union shall be notified of all hirings, lay-offs, re-hirings and terminations of permanent employees within thirty (30) working days under the terms of this Collective Agreement.

9.02 When a new position is created, or when a vacancy occurs, such vacancy shall be posted on all bulletin boards for a minimum of seven (7) working days so as to provide all employees with an opportunity to apply for such position.

9.02 (continued)

When a new position is created inside the bargaining unit, the Employer will notify the Union, in Writing, through the Job Evaluation Committee.

9.03 Notices of Vacancies shall contain the following information:

- (i) the nature of the position,
- (ii) qualifications,
- (iii) required knowledge and education,
- (iv) skills,
- (v) Shift,
- (vi) hours per week, and schedule (to be determined),
- (vii) wage or salary rate or range,
- (viii) location,
- (ix) the anticipated effective date, subject to revision.

9.04 The senior applicant, regardless of their current position, in the Jurisdictional Group in which the vacancy arises who meets the requirements of the notice of vacancy shall be appointed to the job and assigned to the location specified.

No employee who is already in the position title and who has applied for the purpose of changing location, shift, or hours will be required to undergo further interviewing or testing but shall be deemed qualified.

The Board will not consider external applicants until all internal applicants have been considered.

9.05 The Board will advise unsuccessful applicants in writing of the name of the successful applicant. It shall do so, in writing, within thirty (30) working days of the successful applicant being chosen. The Board will also, upon request from the unsuccessful applicants, provide reasons for not being selected.

9.06 Employees may register with the Superintendent of ~~Human~~ Resources, a letter requesting consideration for a position should it become available during any period of time during which the employee is on Board approved leave. Such letter shall be considered **as an** application within the employee's Jurisdictional Group in the event that a vacancy occurs in the position.

9.06 (continued)

The Board shall maintain a toll free job posting information telephone line during the months of July and August which shall contain information relating to all positions posted pursuant to this article and which are currently available. The Board shall also advise all employees of the current number and any changes thereof from time to time.

9.07 Employees who work in different Jurisdictional Groups may be subject to different full-time hour provisions. Employees may apply to increase their hours of work or to supplement their existing hours of work. No employee shall hold two or more regular positions which exceed the maximum number of full-time hours in the groups in which they work.

9.08 If there is a successful applicant, the applicant will be placed in the vacancy for a trial period not exceeding three (3) months and, if required, the applicant will be provided with training; such training shall include the opportunity to work with senior, qualified employees in the position. In order to provide such training, the Board may obtain casual assistance so as to maintain the efficiency of operations. There will be regular assessments during the trial period.

9.09 If the applicant proves satisfactory, the applicant will be confirmed in the new position at the end of the trial period, or other earlier time as is mutually agreed upon. If the applicant proves unsatisfactory during the trial period, or if following the trial period the applicant chooses not to remain in the new position the applicant will be returned to the applicant's former position at the applicant's former salary or rate of pay as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement.

If an applicant is returned to their former position, the Board will select the next most senior applicant from the original posting who meets the requirements of the posting, unless mutually approved by the Employer and the Union. Should the Board place any such employee in the vacancy, Article **9.08** shall apply. If no applicant exists, the position will be re-posted.

9.10 When the Board conducts interviews to determine whether an applicant has the required qualifications for a position, it shall ensure that (a) the interview shall be administered in accordance with objective standards; (b) the

9.10 (continued)

interview only addresses skills and subject matter which are clearly relevant to the position being sought.

- 9.11 During the trial period, the successful applicant shall not be permitted to apply to any other job postings. However, on the mutual consent of the Board and the Union (which consent shall not be unreasonably withheld), the successful applicant may apply to other job postings in the case of a bid for a higher paid job or a job which results in an increase in hours.
- 9.12 The trial period referred to in Article 9.08 shall not apply to lateral transfers within the same position title but the successful applicant shall not have the option of returning to their former position.
- 9.13 Job vacancies in Jurisdictional Group C will be filled in accordance with Appendix 'B' of this Agreement.
- 9.14 "A temporary vacancy, because of the absence of a regular employee for a period which is expected to exceed ten (10) weeks or when the vacancy has existed for ten (10) weeks, whichever occurs first, will be posted and filled immediately.

The successful applicant will be determined in accordance with Article 9.04.

The vacancy may be filled for the interim period required to complete the posting, or for the duration of the vacancy in the event that there are no internal successful applicants, by an employee in accordance firstly with Article 10.03 and if necessary by a Casual employee in accordance with Article 3.04 (1) (a).

ARTICLE 10 – LAY-OFFS AND RECALLS

- 10.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

A staff reduction in a school or workplace shall also constitute a lay-off for the purpose of bumping rights.

10.02 The Board shall notify employees, who are laid off, one (1) month before the lay-off is to be effective. If the employee laid off has not had the full opportunity to work one (1) full month after notice of lay-off, the employee shall be paid in lieu of work ~~for~~ that part of the one (1) month during which work was not made available.

Employees whose positions are declared redundant as a result of a cutback or school closure shall receive a minimum of three (3) months' notice of lay-off.

10.03 "No new employee will be hired until those laid off have been given **an** opportunity of re-employment.

The Board agrees that there will be no non-bargaining unit employees of the Board doing bargaining unit work that would prevent the recall of **an** employee on lay-off.

Employees with recall rights are entitled to apply for temporary vacancies posted in accordance with article 9.14 and to be considered on **the** same basis as employees in positions.

Employees with recall rights, including employees whose regular hours have been reduced, will have the first opportunity to be offered, in order of seniority within their Jurisdictional Group, casual hours which become available other than those offered pursuant to article 9.14. Employees will be paid at the rate of pay they were receiving immediately prior to lay-off.

Employees working less ~~than~~ full time hours, who do not have recall rights, will have the next opportunity to be offered, in order of seniority within their Jurisdictional Group, casual hours which become available in his/her school other than those offered pursuant to article 9.14.

Employees will be paid at the rate of pay applicable to their regular position.

Casual employees will have the last opportunity to be offered casual hours which become available.

10.04 Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided they have the qualifications or the equivalent thereof to do the work.

10.04 (continued)

Recognizing the principles of the above, the Parties agree that an employee about to be laid off may displace (bump) any employee with less seniority in the same or lower point range, provided the employee exercising his/her right has the qualifications or equivalent thereof to perform the work of the employee he/she is displacing. Any employee who is displaced by a senior employee shall also have the same privilege of displacing and bumping until the most junior employee has no one to displace or bump, then that employee shall be laid off.

The first employee receiving notice of lay-off must indicate in writing, within one (1) week of receiving written notification that his/her position has been declared surplus, that he/she wishes to displace (bump) or accept the lay-off. If written notification is not received in the time periods referred to above, he/she shall be deemed to have opted to be laid off.

The first employee receiving notice, if they choose to bump, shall notify the Employer immediately after the one (1) week referred to above as to the position he/she wishes to bump into unless agreement is reached between the Parties to extend the time lines.

The employee affected by the bumping procedure shall continue to have two (2) working days to make their decision until there is no one left to bump.

For the purpose of clarity, classifications referred to above shall be deemed to mean all jobs contained in the job groupings under the Job Evaluation Plan. No classification will be divided between two job groupings.

An employee, who bumps into another position to avoid lay-off, shall be recalled to the employee's former position if it becomes available within the following two (2) years.

For the purpose of clarity, positions referred to above shall be deemed to mean a specific job within a classification.

An employee, who bumps another and who proves incapable of performing the displaced employee's work shall have their circumstances referred to the Redeployment Committee. In the event that the committee is unable to identify an alternative that is consistent with the balance of this Collective Agreement the employee shall revert to layoff status with recall rights.

- 10.05 The right of displacement as set out herein shall be restricted to the Jurisdictional Group in which the lay-off occurs subject to Article 8.08.
- 10.06 Any employee who is laid off shall have the right to be recalled into any Jurisdictional Group for which they have the ability to perform the work should an opening become available. **If an** opening occurs in the employee's own Jurisdictional Group, such employee shall have the right to be recalled to that employee's own Jurisdictional Group.
- 10.07 Laid off employees will be retained on their seniority list for a period of twenty-four (24) months. While employees retain seniority rights they will be subject to recall, provided that an employee shall have the right to refuse recall and still retain recall rights.
- 10.08 Laid off employees will have the right to access casual work provided they are available for a minimum of two and one-half (2 ½) hour shift. It is understood that shifts will not be subdivided. The Employer shall maintain a list and call in laid off employees for work in order of their seniority provided they are qualified and able. A copy of the list will be forwarded to the Union.
- 10.09 Laid off employees shall have the option of continuing participation within the group benefit plan with the employee paying 100% of the premium costs. The employee will be provided with this opportunity for a time period equivalent to the amount of seniority accumulated within the bargaining unit to a maximum of two (2) years.

10.10 Redeployment Committee

The Parties agree that a Redeployment Committee will be established with joint and equal representation ~~from~~ the Board and the Union upon request of either **Party**.

The mandate of the committee will be to review and recommend alternatives to any proposed cutbacks in staffing.

The committee will determine its own terms of reference.

ARTICLE 11 – INFORMATION TO THE UNION

11.01 The Board will make available to the Union information required by the Union such as job classifications, wage rates, and benefit plans, within ten (10) working days of any change.

ARTICLE 12 – STEWARD REPRESENTATION

12.01 (a) The Board acknowledges the right of the Union to elect, appoint or otherwise select Union stewards for each Jurisdictional Group and a Chief Steward who shall be responsible for the bargaining unit.

The number of stewards for each Jurisdictional Group shall be as follows:

Jurisdictional Group A – five (5) stewards
Jurisdictional Group B – five (5) stewards
Jurisdictional Group C – five (5) stewards

There shall be at least one (1) steward, for each Jurisdictional Group, from each geographic area as follows: North, Centre, Belleville, Bayside-Trenton, and Prince Edward County. One of the stewards in each Jurisdictional Group shall be designated as a Head Steward.

(b) The Board agrees to recognize and deal with the above Officers of the Union with respect to any matter which properly arises from time to time during the term of this Agreement, including the processing of grievances. The Board shall not be obligated to recognize such stewards unless notified in writing of such appointment by the Union.

12.02 The Union acknowledges that stewards and the Chief Steward must continue to perform their regular duties on behalf of the Board, and that such persons shall not leave their duties without first obtaining permission to do so from their Supervisor or other designated officer of the Board, and on completion of such duties, they shall report back to the Supervisor or designated officer and give any reasonable explanation as may be requested with respect to their absence. It is understood such permission shall not be unreasonably withheld. It is further understood that the Board will pay such stewards and the Chief Steward at their basic rate of pay and benefits for regularly

12.02 (continued)

scheduled time lost while attending meetings on premises with the Board to process grievances.

It is understood that any meetings between an official or officials of the Union and a representative or representatives of the Board that take place in connection with the administration of this Agreement will result in continuance of regular pay and benefits to the employee for regularly scheduled time on the basis provided for above, without recovery of costs from the Local.

The Board will continue to pay Union officials their regular wages and benefits while on any leave requested by the Union for the purposes of attending to Local Union business or conferences. The Board will invoice the Local which shall in turn reimburse the Board for said costs.

- 12.03 The Union shall have the right at any time to have the assistance of a National Representative when dealing with the Board, and the Board similarly shall have the right to be represented by Counsel.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.01 A grievance shall be defined as a violation, or alleged violation, or question or interpretation, of this Collective Agreement.

- 13.02 An employee having a grievance as defined above shall discuss the matter with the employee's immediate supervisor within fifteen (15) working days of the time the employee was made aware of any alleged infraction or omission.

- 13.03 If the employee **and** the employee's immediate Supervisor are unable to settle the grievance, such employee will, within four **(4)** working days, submit such grievance in writing, sign it, and with the employee's steward will refer the matter to the Human Resources Officer-Non-Teaching Staff or a designate, in **an** effort to settle the dispute. After due consideration, the Human Resources Officer - Non-Teaching Staff shall, within four (4) working days, give a Written reply.

- 13.04 If the reply of the Human Resources Officer – Non-Teaching Staff is not satisfactory to the employee, a grievance arising out of Jurisdictional Groups A, B or C may be referred to the Superintendent of Operations within five (5) working days of receiving the reply from the Human Resources Officer-Non-Teaching Staff.
- 13.05 Within five (5) working days after the grievance has been referred, the Superintendent of Operations or a designate, will meet with the Grievance Committee of the Union. The Grievance Committee shall be composed of the Local Union President, Chief Steward together with the steward for the area in which the grievor works. A National Representative and the grievor will be present at this meeting if their presence is requested by either Party. The Superintendent of Operations or a designate will give a written reply to the grievance within five (5) working days after these discussions have been concluded.
- 13.06 (a) If the reply of the Superintendent of Operations is not satisfactory to the employee concerned, the Union, or the Board, may, within sixty (60) calendar days, refer the grievance to a sole Arbitrator.
- (b) The sole Arbitrator shall be selected by mutual agreement.
- 13.07 The Arbitrator shall not have any right to alter, amend or modify any terms of this Agreement, nor to make any decision inconsistent with the provisions thereof
- 13.08 The Employer and the Union will each be responsible to pay one-half (½) of the fees and expenses of the sole Arbitrator.
- 13.09 In computing the time allowances set out in the grievance procedure, weekends and holidays will not be taken into consideration. Further, any of the said time allowances may be extended by mutual agreement and also by mutual agreement, any steps of the grievance procedure may be by-passed.
- 13.10 Grievances which are not processed according to the foregoing procedures and the time limits set forth shall be deemed to have been dropped by the Party instituting the grievance.
- 13.11 A grievance arising directly between the Employer and the Union, concerning the interpretation, application or alleged violation of this Agreement, shall be originated at Article 13.03. It is expressly understood

13.11 (continued)

that the provisions of this Article may not be used by the Union to institute any individual grievance directly affecting an employee which such employee could institute thereby by-passing the regular grievance procedure.

Any grievance by the Union as provided for in this paragraph shall be commenced within five (5) working days of the circumstances giving rise to the grievance. The grievance must be signed by the President of the Union or designate.

ARTICLE 14 - DISCIPLINARY ACTION

14.01 An employee who has completed the probationary period may only be disciplined for just cause, and shall be dealt with as follows:

- (a) such employee shall be given the reason for disciplinary action in the presence of a steward unless the employee advises the steward that representation is declined and signs an appropriate waiver for the Union;
- (b) such employee and the Union shall be advised promptly, in writing, by the Board of the reason for such disciplinary action;
- (c) such employee may file a grievance with respect to such disciplinary action within five (5) working days of action being taken, which grievance shall commence at Step 2 of the grievance procedure provided in Article 13;
- (d) such grievance may be settled by confirming the Board's action, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the Board and the Union, or if necessary, the sole Arbitrator.

14.02 **An** employee's disciplinary record shall be purged and shall not be relied upon by the Board for any reason whatsoever if the employee maintains a discipline free record for a period of eighteen (18) months or at an earlier date where mutually agreed to by the Board and the Union.

ARTICLE 15 – HOURS OF WORK

15.01 The Board does not guarantee to provide work for the normal daily or weekly hours.

15.02 A - **Jurisdictional Group A Custodial and Maintenance**

- (1) The normal work week for employees in Jurisdictional Group A will be a maximum of forty (40) hours scheduled Monday through Friday, and the normal work day for employees will be a maximum of eight (8) hours.
- (2) **Summer Hours**
 - (a) For the term of this Collective Agreement and provided that School Board properties and programmes are covered as required, during the summer months commencing immediately following the last working day in June, up to and including the last working day of the second last week preceding Labour Day.
 - (b) The normal work day for employees will be nine (9) hours per day Monday through Thursday inclusive of a half (½) hour unpaid lunch or, provided that the Board can maintain staffing coverage as required, a one (1) hour unpaid lunch. The normal hours will be scheduled from 7:30 a.m. to 5:00 p.m. except where adjusted to accommodate a one (1) hour unpaid lunch.
 - (c) During the week in which a statutory holiday falls the normal hours of work shall be seven and one-half (7½) hours per day. This shall also apply to the weeks in which an employee accesses a regular paid vacation day. Employees are not eligible to combine Article 15.02 A (2) (b) in conjunction with a paid vacation day.
 - (d) Recognizing the need to maintain coverage for certain School Board properties and programmes, employees may be assigned to work outside their normal work areas to facilitate the scheduling of summer hours. Actual days of work shall be mutually agreed between the employees and their Supervisor, but the Employer retains the right to designate either Monday or Friday as the day off in exceptional circumstances.

15.02 A (2) (continued)

- (e) Immediately after the finalization of the summer vacation schedule, the Employer will meet with two (2) representatives of the Union to establish a summer work schedule which will provide all employees, if possible, with summer hours, it being the intent of the Employer and the Union to not deny any employee summer hours unless it is not possible to do so.
- (3) (a) Where employees are required to check on boiler or heating equipment on Saturdays, Sundays or paid holidays, or to carry out security checks, such employees shall be paid in addition to normal salary, a total of twenty dollars (\$20.00), or at the employee's option one and one half (1 ½) hours of lieu time, for each day of checking and such to constitute full payment. Provided the equipment is properly serviced, the actual time required shall be at the discretion of the employee.
 - (b) When more than one (1) employee carries out such duties at one (1) school, the above amount shall be divided in proportion to the number of days that checks are required.

If as the result of a security or boiler heating check the employee discovers an emergency condition and time exceeds one (1) hour, the employee shall be paid at the overtime rate for all authorized time worked with one-quarter (1/4) hour to be the minimum part hour credit paid.
- (4) Except in situations comparable to those now existing where split shifts are required, no employee shall be required to work a shift which encompasses more than a nine (9) consecutive hour span in any twenty-four (24) hour period.
 - (5) The Board will post notices setting out the shifts to be worked. Employees will be notified at least forty-eight (48) hours in advance of any general change in their work schedule of days or hours to be worked. This provision does not apply to relief custodians.

15.02 A (continued)

- (6) Where it is possible to give preference in the allocation of shifts, seniority shall establish the rotating shift preference subject only to ability to perform the work.
- (7) Afternoon shifts shall normally be scheduled to begin no earlier than twelve noon and to end no later than 12:00 midnight.

Night shifts shall normally be scheduled to begin no earlier than 11:00 p.m. and to end no later than 8:00 a.m.

Such afternoon and night shifts shall comprise of eight (8) consecutive hour period which shall include a one-half (1/2) hour paid lunch period and the employee shall remain on the premises.

Employees working the afternoon or night shift will be paid a shift premium of twenty cents (\$0.20) per hour.

- (8) An employee reporting for normally scheduled work, and who has not previously been notified not to report, shall be given a minimum of four (4) hours work or four (4) hours pay.
- (9) Employees will receive fifteen (15) minute paid break(s) as follows:

DURATION OF SHIFT	DURATION OF BREAK
Six (6) hours or more	Two (2) fifteen (15) minute breaks
Less than six (6) hours, but more than two (2) hours	One (1) fifteen (15) minute break
Two (2) hours or less	No breaks, No lunch

15.02 B - **Jurisdictional Group B (Office, Clerical and Technical)**

- (1) The normal work week for employees in Jurisdictional Group B will be a maximum of thirty-five (**35**) hours per week scheduled Monday through Friday, and the normal work day for employees will be a maximum of seven (7) hours per day - with the exception of technicians/technologists employed in Information Technology Services, the Outdoor Educational Co-ordinator - Frink Centre, PD Library Resource **and** Information Help Desk, which will be a maximum of forty (**40**) hours per week scheduled Monday through Friday.
- (2) The regular schedule for all employees will be between the hours of **8:00** a.m. and **4:30** p.m. with a one (1) hour unpaid lunch period unless otherwise approved by the supervisor.
- (3) **Summer Hours**
 - (a) **During** the summer months commencing immediately following the last working day of June, up to and including the last working day of the second last week preceding Labour Day, the hours of work shall be between the hours of 8:00 a.m. and 4:30 p.m., except where adjusted to accommodate lunch periods, with a one-half (1/2) hour unpaid lunch period or provided the Board can maintain staffing coverage a (1) one hour unpaid lunch, scheduled Monday through Thursday.
 - (b) **During** the week in which a statutory holiday falls the normal hours of work shall be six and one-half (**6 1/2**) hours per day exclusive of a one (1) hour unpaid lunch period. This shall also apply to the weeks in which an employee accesses a regular paid vacation day. Employees are not eligible to combine Article 15.02 B (3) (a) in conjunction with a paid vacation day.
- (4) All office and clerical employees employed in or on behalf of Elementary Schools are ten (10) month employees.
- (5) Elementary School secretaries will commence work one (1) week before school opening.

15.02 B (continued)

- (6) Summer hours for technicians/technologists employed in Information Technology Services shall be those defined in Article 15.02 (A)(2).
- (7) Employees will, in addition to a lunch break (except where not applicable as per the table below), receive fifteen (15) minute paid break(s) as follows:

DURATION OF SHIFT	DURATION OF BREAK
Five (5) hours or more	Two (2) fifteen (15) minute breaks
Less than five (5) hours, but more than two (2) hours	One (1) fifteen (15) minute break
Two (2) hours or less	No breaks, No lunch

- (8) Shift premiums for technicians/technologists employed in Information Technology Services who agree to work the afternoon or night shift shall receive a shift premium of 20 cents (\$0.20) per hour.

.02 C - Jurisdictional Group C

- (1) The normal work week for employees in Jurisdictional Group C will be a maximum of seven (7) hours per day and a maximum of thirty-five (35) hours per week.
- (2) Employees' hours of work will be scheduled between the hours of 8:00 a.m. and 4:30 p.m. with a one (1) hour unpaid lunch period unless otherwise approved by the Supervisor.
- (3) Notwithstanding Article 15:02C (2) above, Educational Assistants who are required to remain on site in order to respond to emergencies shall have included in their normal hours of work a paid thirty (30) minute lunch period.

15.02 **C** (continued)

- (4) Lunch periods will be scheduled as one continuous period.
- (5) All employees in Jurisdictional Group *C* are ten (10) month employees.
- (6) Employees will, in addition to a lunch break (except where not applicable as per the table below), receive fifteen (15) minute paid break(s) as follows:

DURATION OF SHIFT	DURATION OF BREAK
Five (5) hours or more	Two (2) fifteen (15) minute breaks
Less than five (5) hours, but more than two (2) hours	One (1) fifteen (15) minute break
Two (2) hours or less	No breaks, No lunch

All Jurisdictional Groups

15.03 No employee will engage in other remunerative work which conflicts ~~with~~ the employee's availability or general efficiency for work.

15.04 **An** employee in Jurisdictional Groups B or C reporting for normally scheduled work, and who has not previously been notified not to report, shall be given a minimum of four **(4)** hours work or four **(4)** hours pay.

15.05 In lieu of receiving a cash premium payment for overtime worked, an employee may elect to take compensating time off, calculated on the basis of the overtime rate for all hours of overtime worked. However, no employee may accumulate more than twice the employee's normal hours of work per week compensating time off, and it shall be scheduled at a time mutually agreed by the Supervisor **and** the employee.

ARTICLE 16 – OVERTIME AND CALL-IN PAY

- 16.01 (a) Except in emergencies, overtime following on from a normal shift shall be performed by the employee doing the work during the shift.
- (b) Overtime requiring a second shift shall be performed by employees who normally perform the type of work involved within the same school

Within the confines of the above, overtime shall be distributed as equitably as possible.

16.02 Time and one-half (1 ½) an employee’s regular straight time rate of pay shall be paid for all authorized work performed in excess of the full-time daily hours of work for the employee’s Jurisdictional Group; and time and one-half (1 ½) the employee’s straight time rate of pay shall be paid for all authorized work performed in excess of the full-time weekly hours of work of the employee’s Jurisdictional Group provided there shall be no duplication of payment in calculation in the application of this clause.

16.03 **An** employee who is called back to work in order to meet emergency conditions after having completed the employee’s normal hours of work will receive the greater of the following:

- (a) three (3) hours pay at overtime rates;
- (b) the overtime rate for all authorized time worked as the result of the call with one-quarter (¼) hour to be the minimum part hour credit paid;
- (c) first opportunity for call-in shall be Lead Hands in Elementary Schools and Maintenance employees in Secondary Schools unless other arrangements can be mutually agreed between the Union and the Board.

16.04 An employee who is called in to work prior to the employee’s normal shift of work will receive overtime for work performed up to the start of the employee’s regular shift.

- 16.05 Time and one-half (1 ½) the employee's straight time rate of pay shall be paid for all authorized or scheduled work performed on a Saturday.
- 16.06 Double the employee's straight time rate of pay shall be paid for all authorized work or scheduled work performed on a Sunday.
- 16.07 It is understood that premium payments for work performed on a Saturday or a Sunday have no application for employees performing work pursuant to Article 15.02 A (3) (a) and 15.02 A (3) (b).
- 16.08 Any employee required to work on a day observed by the Board as a paid holiday shall be paid at the rate of double (2x) the employee's regular straight time rate of pay in addition to regular holiday pay.
- 16.09 No employee shall be required to take time off during regular working hours to compensate for overtime, however time off for this purpose is permitted when mutually agreed between an employee and his/her supervisor.

ARTICLE 17 – PAID HOLIDAYS

17.01 The recognized public holidays are as follows:

New Year's Day; Good Friday; Victoria Day; Canada Day; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day.

Any public holiday proclaimed by the Federal or Provincial Governments or the Board will be passed on to bargaining unit employees.

- 17.02 In addition, all employees shall receive Easter Monday, and the Civic Holiday which shall be taken when they occur, and three (3) further paid holidays to be taken during the Christmas Break. The holidays during the Christmas vacation period will be scheduled as per Schedule "B".
- 17.03 In order to qualify for paid holidays under this Article, an employee must have completed three (3) months of service, the holiday must continue to be a legal school holiday, and employees must work their last scheduled day immediately preceding and their first scheduled day immediately following the paid holiday or has been absent due to vacation or legitimate illness.

Article 17

- 17.04 Payment for each public holiday and paid holiday shall be at the employee's regular rate of pay.
- 17.05 Employees who do not work during the summer recess do not qualify for payment for the Civic Holiday.
- 17.06 In the event any of the above holidays falls when school is in session, another day off will be mutually arranged between the Union and the Board.

ARTICLE 18 – VACATIONS WITH PAY

18.01 Employees shall receive an annual vacation with pay according to the following schedule. In calculating the number of years of service for the purpose of vacation entitlement, the number of continuous years of service since last date of hire with the current and predecessor Boards shall be credited regardless of whether said service was within a classification in the C.U.P.E. bargaining unit or not. The vacation year shall be calculated as of December 31st of each year. Accordingly, where an employee has taken vacation, and then separates employment prior to December 31st, the Board shall be entitled to be reimbursed for any vacation monies already paid in excess of what was earned to date of separation:

Up to one (1) year of service	According to the <i>Employment Standards Act</i>
One (1) year but less than three (3) years of service	Two (2) weeks vacation with pay
Three (3) years but less than eight (8) years of service	Three (3) weeks vacation with pay
Eight (8) years but less than seventeen (17) years of service	Four (4) weeks vacation with pay
Seventeen (17) but less than twenty-five (25) years of service	Five (5) weeks vacation with pay
Twenty-five (25) years of service or more	Six (6) weeks vacation with pay

18.02 Vacation entitlement of employees who work less than the normal hours of work per week or per day for that employee's Jurisdictional group shall be based on the employee's actual hours of work per day per week.

- 18.03 Vacations with pay shall be taken by employees during the current calendar year. Unused vacation of up to two (2) weeks may be accumulated and carried over into the following vacation year upon mutual consent of the employee and the supervisor.
- 18.04 Vacation entitlement will be based on the number of calendar years of service from last date of hire.
- 18.05 In case of conflict, priority will be given to the most senior employee when determining the vacation schedule.
- 18.06 Unless otherwise entitled, vacation with pay for employees who do not work for more than seventy five percent (75%) of their normal yearly hours will be two (2%) percent of wages paid during the vacation year for each week of vacation entitlement. Annual vacation pay = 2% x weeks of entitlement x wages paid during the vacation year.
- 18.07 If a paid holiday occurs during an employee's vacation, a day in lieu of the paid holiday will be given at a time mutually agreed to by the employee and the employee's Supervisor.
- 18.08 Employees, who are hospitalized prior to the commencement of their vacation, shall have the option of deferring their vacation to another time. Employees who are hospitalized during vacation shall have the option of deferring the time hospitalized during vacation.
- 18.09 Vacation taken by an employee during July and August is assumed to be deducted from vacation earned up to December 31st of that year.
- 18.10 The calculation of vacation pay shall be at the rate effective immediately prior to the vacation period for a normal work week or work weeks whichever is applicable.

18.11 Groups A and B:

- (a) Twelve (12) month employees should take their vacation entitlement during school vacation periods. Notwithstanding this requirement, twelve (12) month employees may take their vacation entitlement in each calendar year at times other than school vacation periods as provided for in the Letter of Agreement regarding casual relief and vacation.
- (b) Employees must submit their request for preference of vacation dates during July and August by May 1st. Seniority shall not apply when an employee fails to make their selection by May 1.
- (c) All other vacation requests must be submitted not less than fifteen (15) working days in advance of the date that the vacation request is to commence.
- (d) Approved vacation entitlement will not be cancelled in order to accommodate a senior employee's request to use banked overtime hours.
- (e) Employees who request to change their vacation dates for any reason must do so in writing to their Supervisor.

Group A: Maintenance Empl with District-Wide Responsibilities

- (f) Notwithstanding (a) above, maintenance employees who are entitled to two (2) weeks or more of vacation will be entitled to take at maximum, two (2) consecutive weeks during the period of July 1st to August 31st on a seniority basis within their trade group.

Any remaining vacation entitlement may be taken other than July or August after all employees within the trade group have exercised their entitlement for their first two (2) weeks on the basis of seniority within their trade group.

An extension of the two (2) week vacation period during July or August may be granted by permission of the Supervisor.

18.11 (continued)

Group A Custodial/Maintenance employees employed in schools and Couriers

- (g) Notwithstanding item (b) above, Custodial/Maintenance employees employed in schools and couriers must submit their requests for preference of vacation dates by May 1 for the twelve (12) month period beginning July 1 and ending June 30 of the following year. Seniority shall apply.

Group B & C: Ten-Month Employees

- (h) Vacation for employees in schools shall be taken during school vacation periods and may be taken on N.I. Days. The balance of entitlement shall be used with the prior approval of the Principal/Supervisor as provided for in the Letter of Agreement regarding casual relief and vacation.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01 (a) No leave of absence under this section (19.01) will be granted during school breaks (for employees in Jurisdictional Group A only);
- (b) Two (2) weeks unpaid leave may be granted outside holiday times for trips, personal business if notice is given at least fifteen (15) working days in advance, unless there is a medical emergency;
 - (c) **Up** to six (6) months unpaid leave may be granted at the discretion of the Board for personal reasons if notice is given at least fifteen (15) days in advance. The position may be temporarily filled. Notification of at least fifteen (15) working days must be given in advance of return from such leave.
 - (d) A permanent employee may, at the discretion of the Board receive a personal leave of absence of up to one (1) year by applying in writing to the Human Resources Officer – Non-Teaching Staff. When a personal leave of absence is approved, the Board will forward a letter to the employee, with a copy to the Union, indicating the period for

19.01 (continued)

which the leave was granted and the date upon which the employee is required to confirm arrangements for returning to work.

19.02 Where permission of the appropriate Superintendent or a designate has been granted to an affected steward, the Chief Steward and affected employee(s) to leave their employment temporarily to carry on negotiations with the Board representatives with respect to a grievance, they shall suffer no loss of pay for time so spent. Such leave shall not be unreasonably withheld.

19.03 An employee who is selected by the Union to attend official Union conventions, seminars and the like shall be granted leave of absence without pay. It is agreed that the Board will continue to pay the employee for the period of the leave and the Board will invoice the Union for the wages paid out during the leave. It is understood that such time off shall not exceed thirty (30) working days each year for each employee, and no more than ten (10) employees shall be granted such leave.

19.04 For the purposes of collective bargaining, the Board agrees to recognize a Negotiating Committee of employees in the bargaining unit which will be comprised of up to six (6) members as selected by the Union, and the President of Local 1022.

Employees will be paid based on their normal hourly rate for regular working hours spent in negotiating a renewal of this Collective Agreement. The number of days shall be limited to ten (10) each or such additional days as may be mutually agreed to.

19.05 **Pregnancy/Parental Leave Pay**

(a) Subject to provision of Article 19.05, employees shall be entitled to pregnancy and parental leave in accordance with the provisions of the Employment Standards Act. For the convenience of employees, the relevant provisions of the Employment Standards Act are included with a copy of this Agreement.

(b) Notwithstanding the provisions of the Employment Standards Act, employees may split pregnancy and parental leave as permitted by the Employment Insurance Act and regulation made pursuant thereto without losing the benefits of the Employment Standards Act.

19.05 (continued)

- (c) Employees taking pregnancy leave in order to become adoptive parents, may commence such parental leave on the day that the adoptive child is placed with the employee.

19.06 **Absence/Sick Leave Codes**

Code 1		
Absence with Pay		
Deductible from Sick Leave Credits		
1a	Self Illness	
1c	Medical/Dental	As required – no limit
1d	Workers' Compensation	
1f	Special Circumstances *	As approved by HR*
1g	Long. Term Disability (Integrated)	

* Leave under Code 1f is limited to a maximum of four (4) sick leave credits per year in compliance with the Employment Insurance premium reduction requirements.

Code 2		
Absence with Pay		
Not Deductible from Sick Leave Credits		
2a	Quarantine	
2b	Juror duty and/or Subpoena	Copy of subpoena must accompany absence report
2c	Bereavement/Funeral	Three days - immediate family One day - all other
2d	Post Secondary Examination	Day of exam only
2e	Graduation – own or immediate family	Own or immediate family One day only/graduation
2f	Inclement Weather	Supervisor's approval
2g	Own Wedding/Immediate Family	One day only/wedding
2h	Board Chemicals	
2i	Special Circumstances	As approved by HR
2j	Family Illness	Three days/school year
2k	Birth of Child. Grandchild	One day only/birth

19.06 (continued)

3a	Relocating	Day of move only
3b	Weddings Other Than Immediate Family	One day only
3c	Personal Business	Up to 5 days/year
3d	Short-term Approved Leaves	Approval by Human Resources
3e	Special Circumstances	

Code 4 Board Approved Absence, Charged to Specific Account Not Deductible from Sick Leave Credits		
4a	School-Initiated Days (school trips, etc.)	
4b	Professional Development	
4c	Board Approved Negotiations/Release Time	
4d	Union Approved Leave	
Code 5		
5a	Vacation	All vacation time taken should be reported

19.07 Sick Leave Plan (Code 1)

- (1) (a) The sick leave credit plans contained in the Collective Agreements between the predecessor Boards and Bargaining Agents are hereby combined into a new plan established as of the day following ratification of this Agreement by both Parties.
- (b) The sick leave credits to the credit of each employee as at December 31, 1998, are transferred to the credit of the employee under this new plan effective the day following ratification of this Agreement by both Parties.
- (c) (i) Subject to the final authority of the Board, the administration of the plan shall be vested in the Director of Education.

19.07 Sick Leave Plan (Code 1) (continued)

- (ii) The Director of Education shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power to allow or disallow any sick leave credit or deduction therefrom under this system.
 - (iii) All cases of dispute with respect to credits or deductions therefrom under this system may be referred to the grievance and arbitration procedure.
- 19.07 (2)
- (a) Each employee shall accumulate two sick leave credits for each month of service.
 - (b)
 - (i) One hundred (100%) percent of the unused portion of an employee's sick leave credits earned in a fiscal year shall be transferred to the employee's accumulated sick leave credits (**Bank A**) at the beginning of each fiscal year to a maximum of two hundred and forty (240) days.
 - (ii) For any month in which an employee's sick leave credits as described above are maintained at two hundred and forty (240) days without having to apply the full two (2) credits in that month, the amount of credits not required for that purpose will be credited to a supplementary sick leave account (*Bank B*) to a maximum of two hundred and forty (240) **days**.
 - (c) After the sick leave credits in the current month have been used, an eligible employee shall utilize their accumulated sick leave credits for the duration of the illness or the extent of sick leave credits which ever is the lesser.
 - (d) The sick leave credit paid to an employee who is unable to work because of illness or injury shall be the regular wage they would have been paid had the employee been scheduled and actually worked to the extent of accumulated sick leave credits in **Bank 'A'** only.

19.07 (2) (continued)

- (e) **An** employee in receipt of wage loss payments from the Workplace Safety and Insurance Board or from an insurance company pursuant to a policy provided for under this Agreement will be entitled to receive the difference between the amounts received and the employee's regular net income.

For the purposes of this article net income shall be as calculated by the Workplace Safety and Insurance Board. The amount of this "top up" shall be charged to the employee's sick leave credits.

The total dollar value of the top up for each day will be expressed as a fraction of the regular daily wage of the employee at the time of commencement of the leave and the amount will be charged to the nearest one quarter ($\frac{1}{4}$) day to the employee's credits in **Bank 'A'**.

- (f) Benefits will continue at the applicable Employer contribution rate while an employee is on sick leave until their sick leave balance is exhausted and may be continued at full cost of premiums paid by the employee thereafter for such period of time during which the employee is in receipt of WSIB or LTD benefits, including waiting times, and the time while an application is under active appeal.

19.07 (3) Appendix 'A' - "Sick Bank" 'C' attached forms part of this Agreement.

(4) Certification of Absence

- (a) Absence through illness of the employee for a period of five **(5)** consecutive working days or less may be certified by the employee's Supervisor or by the official of the Board in charge of the appropriate department.

Absence for illness over five **(5)** consecutive working days may be certified by a licensed medical practitioner, or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. The cost or fees, if any, **n**

19.07 (4) (continued)

respect of any of the foregoing certificates shall be the responsibility of the Board.

- (b) Where an employee is absent through illness for more than twenty **(20)** consecutive working days, the Director may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the employee shall be entitled to payment under the plan. The cost or fees, if any, in respect of any of the foregoing certificates shall be the responsibility of the Board.

The Director may at any time require that a certificate be submitted by such medical practitioner or licentiate of dental surgery appointed by the Board. The information disclosed by the Board appointed medical practitioner or licentiate of dental surgery will be strictly limited to certifying the fitness, or not, of the employee to return to work or modified work and to the employees "functional abilities". The employee will be provided with a copy of the report or certificate. The cost of fees, if any, in respect of any of the foregoing certificates shall be the responsibility of the Board.

- (5) In the event that an employee is quarantined as a result of exposure to communicable disease, and is prevented from attending their duties, **an** employee shall not suffer any loss of pay nor shall the employee's sick leave credits be affected.
- (6)
 - (a) The Board shall maintain a record of employees' accumulated sick leave credits and in September of each year forward to each employee a statement of sick leave credits accumulated as of the previous August 31st.
 - (b) Calculations shall be rounded up to the next fifteen **(15)** minute increment.
 - (c) An employee shall be permitted to transfer accumulated sick leave credits from a sick leave plan established by another Board of Education or Municipality to the Board's sick leave plan provided

19.07 (6) (c) (continued)

- (i) the amount to be transferred is limited to the maximum number of sick leave credits which can be accumulated under this Plan.
 - (ii) no transfer of credits will be made other than those days and/or part days to the employee's credit immediately before the transfer date.
 - (iii) transfer of sick leave credits, under this section, may be made only where the transfer of employment is made without intervening employment **that** interrupts the continuity of employment under which sick leave credits are accumulated.
- (7) In the case of a death of **an** employee in service, the employee's salary **shall** continue to be paid for a period equal the employee's accumulated sick leave credits (up to a maximum of six (6) month's salary) and shall be paid to the employee's estate.

ARTICLE 20 – EARNED RETIREMENT SUPPLEMENT

- (1) An employee who has not less than five (5) years continuous full-time service with the Board and
- (i) who ceases to be employed for reasons of ill health acceptable to the Board, or;
 - (ii) retires **at** age fifty-five (55) or older, with or without pension entitlement under the Ontario Municipal Employees' Retirement System,

shall be eligible to receive a retirement supplement based upon the following formula,

$$RS = \frac{1}{2} \text{ of } \frac{CSL}{240} \times S \times \frac{N}{20}$$

WHERE: RS is the amount of retirement supplement:

Article 20 (continued)

CSL is the sum of the balance from the accumulated sick leave credits accrued pursuant to Article 19.07 (2)(b)(i) and the balance of supplementary sick leave credits accrued pursuant to Article 19.07 (2)(b)(ii) to a maximum of 240 days;

S is the employee's annual salary at the time of retirement;

N is the number of years of full-time service with this Board to a maximum of twenty (20) years.

Subject to applicable Sections of the Education Act, limiting the amount of the supplement to a maximum of one-half ($\frac{1}{2}$) years earnings at the rate received by the employee immediately prior to termination of employment.

- (2) The retirement supplement shall be paid after retirement according to a mutual arrangement between the Board and the employee but payment shall not be deferred for a period longer than twelve (12) months.
- (3) In the event of the death of an employee after the termination of the employee's employment in the service of this Board any allowance or benefit for which the employee is eligible under the retirement supplement plan and which remains unpaid shall be paid to the employee's estate.
- (4) Where a full-time employee is retired compulsorily from the Board's service on the last school day in that school year in which the employee attains the age of 65 years and where because of this the employee would not be able to complete the required minimum of five (5) consecutive years of full-time service with the Board, the Director of Education may authorize the granting of a Retirement Supplement in accordance with the other conditions contained in this plan.

ARTICLE 21 - BENEFITS

21.01 Ontario Municipal Employees Retirement System

Every full time employee, as defined by OMERS shall, as a condition of employment, become a member of the Ontario Municipal Employees Retirement System. Full time employees who transfer to part time status shall remain members of the Ontario Municipal Employees Retirement System. Full time service for Adult Supervisors in Jurisdictional Group C shall be calculated from January 1st, 1991.

21.02 Extended Health Care

The Board shall pay seventy-five (75%) per cent of the premium cost necessary to enroll full time employees in the Extended Health Care Plan (including private coverage and the drug plan) and all full time employees hereby consent to having the remaining twenty-five (25%) per cent of the cost of such premiums deducted from their pay deposits.

21.03 Vision Care and Out-of-Province Coverage

The Board shall pay one hundred (100%) per cent of the premium cost necessary to enroll all employees in the Vision Care rider and Deluxe Travel Plan rider of the Extended Health Care Plan.

21.04 Dental Plan

The Board shall pay one hundred (100%) of the premium cost necessary to enroll all full time employees for a Basic Dental Plan at current O.D.A. rates less one (1) year. In addition the Board shall pay one hundred (100%) per cent of the cost necessary for the Ortho and Major Restoration Rider, including pit and fissure, of the Dental Plan.

21.05 Life Insurance

The Board will pay one hundred (100%) per cent of the premiums necessary to enroll full time employees for a Life Insurance Plan in the amount of forty thousand dollars (\$40,000.00) for each employee. Supplementary insurance of sixty thousand dollars (\$60,000.00) may be requested and paid for by the employee, if approved. Employees currently enrolled in supplementary

21.05 (continued)

insurance of one hundred thousand dollars (\$100,000.00) may continue that level of coverage.

The Board will make available at the employee's option, forty thousand dollars (**\$40,000.00**) Accidental Death and Dismemberment Insurance for which the employee will pay the premium cost necessary.

21.06 **Low-Term Disability**

- (a) Employees in Jurisdictional Group 'A' who are currently enrolled in the Long Term Disability Plan (LTD) and all new employees in Group 'A' shall remain or become enrolled, as the case may be, in the LTD plan. Employees of the former Prince Edward County Board of Education who are not currently enrolled in the LTD plan shall have the option of enrolling or not.

Employees in Jurisdictional Group 'A' who are enrolled in the LTD plan shall pay the **full** premium cost of the LTD plan.

The Board shall add to the weekly earnings of each employee in Jurisdictional Group 'A' who is enrolled in the LTD plan an amount equivalent to seventy-five percent (75%) of the billed premium of the LTD plan.

- 21.06 (b) Employees in Jurisdictional Groups "B" and "C" who are enrolled in the LTD plan shall pay the full premium cost of the LTD plan.

The Board shall add to the weekly earnings of each employee in Jurisdictional Groups "B" and "C" who are enrolled in the LTD plan, an amount equivalent to fifty percent (50%) of the billed premium of the LTD plan. It is understood that enrolling in the LTD plan is optional.

- 21.07 For the purposes of determining benefit entitlement, full time employees are defined as employees working seventeen and a half (17.5) hours per week or more and part time employees are defined as employees working less than seventeen and a half (17.5) hours per week.

21.07 (continued)

Part time employees who work less than ten (10) hours per week may participate in those benefit plans set out in Articles 21.02, 21.03, 21.04, and 21.05 provided such employees pay one hundred percent (100%) of the cost of the premiums for such coverage.

Part time employees who work ten (10) hours per week or more but less than seventeen and a half (**17.5**) hours per week may participate in those benefit plans set out in Articles 21.02, 21.03, 21.04, and 21.05 for which the Board shall pay **fifty** (50%) per cent of the portion of the premiums that the Board would pay for full time employees and such part time employees will pay the remainder of the cost of such premiums.

21.08 Deductions of premiums for benefits under this article, to cover July and August for ten month employees, will be equally divided over the preceding pay periods for the months of May and June.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 Schedule “A” attached hereto establishes the Schedule of salaries for each Jurisdictional Group.

22.02 Salary adjustments for employees in the bargaining unit shall be effective on the pay before an employee’s anniversary date.

22.03 Employees will normally be paid every two (2) weeks. It is understood that pay irregularities and overtime payments will normally be adjusted in a pay subsequent to the period in which they occurred. On each pay day, **an** employee shall be provided with **an** itemized statement of the employee’s wages and deductions.

22.04 An employee changing to a higher or lower point range will maintain the same year level on the salary schedule.

22.05 An employee required to work in a higher paying position for more than two (**2**) regular days, shall receive the higher rate **of** pay effective upon the third day worked in that position. An employee requested to work in a lesser paying position will not have their pay reduced.

22.05 (continued)

- (1) Where a lead hand is absent from his/her normally assigned position for two (2) days or more, a replacement will be appointed for the hours scheduled for the absent lead hand. Where the Lead Hand is absent and a replacement **has** been appointed, the appointed employee will be paid for all hours worked at the lead hand rate of pay effective upon such appointment. If the Board has advance notice that a Lead Hand will be absent a replacement will be appointed from the first day of such absence and be paid at the Lead Hand rate.
- (2) Employees, who for the purpose of experience in a new role, wish to participate in an exchange, may make a request in writing to the Human Resources Officer, Non-Teaching Staff. The request must outline the length of the exchange requested and the position desired. A letter of support for the request from the employee's supervisor or principal must be attached. An exchange must have the mutual consent of all Parties, including the Union, involved.

22.06 The Board shall pay the full cost of any approved course of instruction required by the Board for an employee to become better qualified to perform the job. Payment shall be made upon successful completion of the course for each year of a course of more than one (1) year.

ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION

- 23.01 Where The Board establishes a new permanent position, or where The Board substantially changes the duties of an existing job, The Board shall establish a rate of pay consistent with job rates established under this Collective Agreement, and shall notify the Union forthwith. If the Union does not agree to the rate of pay established, the rate may be the subject of a grievance filed by the Union, and may be carried to Arbitration if necessary. The final rate established shall be effective **from** the time the job was originally changed or introduced.
- 23.02 In the event a temporary position extends beyond a two (2) month period, or such other longer period mutually agreed between the Parties, the position shall be considered permanent and, the rate established as in Article 22.01 and posted in accordance with Article 9.

ARTICLE 24 – GENERAL CONDITIONS

24.01 The Board shall provide space where the Union shall have the right to post information. Any postings, other than postings relating to normal Union business, shall be sent to the Superintendent of Human Resources prior to posting.

The Union shall be permitted to utilize the Board's courier services to deliver Union information to all work locations.

The Board will instruct all employees that handle incoming mail at each location so as to ensure immediate posting of any Union information received at a work location of any bargaining unit member.

24.02 An employee unable to report for scheduled duty shall notify their immediate Supervisor of the fact at least one (1) hour before the commencement of their shift except in extenuating circumstances. An employee who is absent shall notify the Supervisor of the employee's intention to return to work, at least by 4:00 p.m. of the day prior to their return to work. Employees on the night shift shall provide notification before 12:00 noon prior to their ~~shift~~.

24.03 Employees shall be paid the Board approved rate per kilometre for all authorized use of their private vehicles(s) on Board business. The current Board approved rate may be upgraded ~~from~~ time to time according to Board policy.

Where an employee is regularly required to carry tools and equipment in the employee's private vehicle, the rate shall be the basic rate in effect plus one cent (1¢) per kilometre.

Where an employee is authorized to use the employee's truck on Board business, the ~~rate~~ shall be the basic rate in effect plus seven cents (7¢) per kilometre.

Where an employee is authorized to use the employee's truck and uses the vehicle for towing trailers and/or equipment on Board business, the rate shall be the basic rate in effect plus the truck rate plus five (5¢) cents per kilometre.

24.03 (continued)

Where an employee is authorized to regularly transport students in the employee's private vehicle, the rate shall be the basic rate in effect plus three (3¢) cents per kilometre.

24.04 The Board recognizes the right of any employee in the bargaining unit, except Educational Assistants, to refuse to be designated to administer medication or perform any medical/physical procedures. The Board shall, through existing supplementary insurance coverage to the limit of Board liability, insure any employees in the bargaining unit against claims arising from regular or emergency medical/physical procedures.

24.05 The Board shall implement a plan allowing payroll deductions for Canada Savings Bonds.

24.06 A pregnant employee working on a video display terminal or other workplace hazards shall, at the request of her medical practitioner in writing, and at her request in writing, be re-assigned to a position for which she has the ability and qualifications within the bargaining unit during the term of her pregnancy, provided such position exists. If no such position exists, the pregnant employee shall have the option of remaining at her position or taking ~~an~~ unpaid leave of absence.

24.07 Technological change shall be defined as the introduction of equipment or material that is significantly different in nature or kind than that previously utilized by the Board. Employees who are, or may be displaced by technological change, will be given a minimum notice of three (3) months prior to such change so that they can undertake training so as to minimize any adverse affects of such change. The Board will afford displaced employees with a reasonable opportunity to undergo training to provide them with a satisfactory level of competence with the new equipment or material so as to retain their position. Employees who are displaced from their position as a result of technological change may be referred to the redeployment process outlined in this Agreement. If the employees are not placed through the redeployment process they shall have the right to displace employees with less seniority, as described in Article 10.

24.08 In June of each year, employees in Jurisdictional Group "C" will be advised, where possible consistent with the Educational Assistant placement process, if they require a vehicle for their position commencing the following

24.08 (continued)

September. All job postings will indicate whether or not they require a vehicle for the purposes of the program associated with the position.

24.09 The Board shall provide smocks as required for all Educational Assistants and employees in the Print Shop. The Board shall provide Personal Protective Equipment on an as required basis.

24.10 In each calendar year the Board will provide an allowance to each employee required to wear a uniform and/or safety footwear. Employees required to wear a uniform will have an allowance of up to one hundred and twenty-five dollars (\$125.00). Employees required to wear safety footwear will have an allowance of up to one hundred and twenty-five dollars (\$125.00). Employees required to wear both will have an allowance of up to two hundred and fifty dollars (\$250.00) to be allocated to any part of the uniform or safety footwear as required.

Uniform shall consist of: trousers, shirt, sweater (optional), and safety footwear.

Coveralls are provided for trades and maintenance staff by the Board as deemed necessary by the supervisor, at no cost to the employee.

Employees required to wear uniforms and/or safety footwear must wear them while performing their duties. Wearing the uniform for any other purpose shall not normally be permitted. Uniforms must be kept presentable and safety footwear must comply with safety standards.

The uniform colours will be determined by each department.

24.11 Employees covered by this Agreement shall be entitled to a day for staff development for non-teaching staff once every school year. The activities during *this* day shall be determined by a committee composed of three (3) representatives of the Union, one from each of Jurisdictional Groups A, B and C, and three (3) representatives of the Board.

The Board agrees to provide funding in the amount of five thousand dollars (\$5,000.00) as a pool of funds to be allocated for staff development as determined by the above noted committee.

- 24.12 Employees assigned to Maintenance and Lead Hand classifications may be required to carry pagers or cell phones while on duty.
- 24.13 The Board shall print sufficient copies of this Agreement in booklet form as soon as reasonably possible after execution of this Agreement by all Parties. The cost of such printing shall be shared equally between the Union and the Board.
- 24.14 Employees shall not be required to supply tools or equipment for the performance of their duties.
- 24.15 In the event that the Government of Ontario or the Government of Canada passes or amend Statutes, Regulations and/or Fiscal changes, and in the opinion of either **Party** such action has brought about changes in the terms and conditions of work from those originally described by the Parties in the Collective Agreement, the Parties shall meet within fifteen (15) days of the written request of either **Party** for such a meeting.
- 24.16 The Board and the Union agree that any person employed by the Board prior to January 1, 1999 shall be deemed to hold all the qualifications required for the classification(s) held on January 1, 1999.

The Board and the Union further agree that any employee that has made a commitment to the Board to obtain additional training or upgrading is required to complete **and** fulfill their commitment in order to maintain “qualified” status.

24.17 Workplace Safety and Insurance Board

The Employer agrees to provide a copy of the Form 7 to the employee concerned at the time the form is submitted to the Workplace Safety and Insurance Board.

The Employer agrees to notify an employee if it files an appeal to a decision of the Workplace Safety and Insurance Board in relation to the employee’s claim.

24.18 Criminal Background Checks

The Board will pay the full costs, on behalf of current employees only, required to conduct the Criminal Background Checks that must be



24.18 (continued)

completed in order to be in compliance with Provincial Legislation or Regulation.

Current employees who choose not to have their Criminal Background Check through the service provider under contract with the Board will be required to provide Criminal Background Check information at their own expense and in accordance with Board Policy.

New employees will be required to provide Criminal Background Check information at their own expense and in accordance with Board Policy.

24.19 All employees have the right to refuse unsafe work in circumstances provided for and in accordance with the Ontario Occupational Health and Safety Act.

In circumstances where there is a real and imminent risk of injury due to violence any employee has the right to refuse to carry out the work. In such cases certified Health & Safety representatives of the Parties shall be contacted and the matter shall be investigated without delay.

No employee shall be discriminated against or disciplined for having exercised the right to refuse unsafe work, provided that the refusal is based on an honest and reasonable assessment of the situation by the employee.

ARTICLE 25 - TERM OF AGREEMENT

25.01 This Agreement shall be binding and remain in effect from **September 1, 2002** and shall continue in full force and effect until **August 31, 2004** and thereafter from year to year unless either Party gives notice in writing to the other Party not more than ninety (90) days prior to the expiration of this Agreement of its intention to negotiate a renewal of this Agreement.

25.02 Within fifteen (15) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for revision of this Agreement, and both Parties shall thereupon enter into such negotiations in good faith and make every effort to consummate a revised or new Collective Agreement.

IN **WITNESS** WHEREOF each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives this _____ day of _____, 2003.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION:

lf:opeiu 491

SCHEDULE "A" - WAGES & CLASSIFICATIONS

2002 September 01 to 2003 August 31

JOB TITLE	JOB NO	ROSS TABLE	DATE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Office Asst Intake/ Adult Ed	138	CU02	2002 Sept 01	10.62	11.15	11.70	12.24	12.78	13.32	850 - 970
Reception/Clerk Mail Clerk Printing Clerk Office Asst (Bancroft)	006 056 062 067	CU05	2002 Sept 01	11.59 <i>B.B.</i>	12.12	12.67	13.20	13.75	14.29	971 - 1095
Cafeteria Assistant	130	PE3	Red Circled	17.33	17.56					
Purchasing Clerk Custodian Student Supervision Monitor Custodian	002 029 120 031	CU07	2002 Sept 01	12.54	13.08	13.63	14.16	14.71	15.24	1096 - 1220
Hardware Mechanic Secretary, Ed. Services Office Asst Elementary Grass Cutter Bus Driver Technical Clerk - ITS Office Asst - Ed. Services Accounting Clerk	001 011 025 033 065 063 101 110	CU11	2002 Sept 01	13.50	14.05	14.58	15.13	15.67	16.21	1221 - 1345
AV Technician	053	CU14	Red-Circled	15.03	15.93	16.50	17.06	17.65	18.27	
Bus Driver	065	PE8	Red-Circled	16.38	16.90					
Office Asst - Elem.	025	PE14	Red-Circled	14.95	15.61	16.25	16.91	17.56		
Accounting Clerk	110	PE17	Red-Circled	13.59	14.35	15.11	15.87	16.62		

JOB TITLE	JOB NO.	ROSS TABLE	DATE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Office Assistant - Sp. Ed.	075	PE18	Red-Circled	14.42	15.21	16.00	16.79	17.56		
Central Resources Clerk Secretary to Mgr/Operations Maintenance AA@ S.S. Carpenter Maintenance AB Maintenance AB@ S.S. Off. Asst. - Budget Off. Asst. - Attendance Off. Asst. - S.S. Secretary to Mgr/Maint - Plant LH Courier Transportation Clerk General Maint./Relief Cust.	139 009 028 038 027 041 043 046 050 083 066 114	CU15	2002 Sept 01	14.47	15.02	15.55	16.10	16.63	17.18	1346 - 1470
L.H. Secondary L.H. Custodian - Elementary/Bd. Office Carpenter Maint. AA@ Community Use of Schools Coordinator LH Truck Dr./Relief LH Cust Bus Driver L.H. Off. Asst. H/H Intake Technical Support Asst Library Technician Office Assistant - Adult Ed. Cafeteria Supervisor	030 031 037 049 083 105 076 116 121 132 124	CU19	2002 Sept 01	15.43	15.97	16.51	17.06	17.60	18.15	1471 - 1595
Secretary w/o Off. Asst. Educational Asst. Carpenter Maint. AA@ LH Off. Asst. - Guidance Off. Asst. - Computer Transportation Asst. Building Controls Tech. Secretary -	023 026 036 042 047 059 070 079	CU23	2002 Sept 01	15.47	16.29	16.90	17.48	18.18	19.11	1596 - 1720

JOB TITLE	JOB NO.	ROSS TABLE	DATE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Careers/Curriculum Groundskeeper Maint AA@ Educational Interpreter Intervenor-Deaf/Blind Stud.	085 117 118									
Secretary w Office Asst. Plumber Maint. AA@ LH IM/Computer Repair Tech. Energy/Environmental Tech. Maintenance @A@ - NH Electrical Maint. @A@	024 039 058 069 086 088	CU29	2002 Sept 01	15.51	16.62	17.28	17.90	18.75	20.06	1721 - 1845
Outdoor Ed. Coordinator	071	CU28	Red-Circled	16.91	17.04	18.55	19.22	19.90	20.62	
Grounds Maintenance @A@ LH Electrician Maint. @A@ LH Computer Network Tech.	084 087 103	CU33	2002 Sept 01	16.62	17.69	18.37	19.05	19.73	21.02	1846 - 1970

2003 September 01 to 2004 August 31

JOB TITLE	JOB NO.	ROSS TABLE	DATE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Office Asst Intake/ Adult Ed	138	CU02	2003 Sept 01	10.94	11.48	12.05	12.61	13.16	13.72	850 - 970
Reception/Clerk Mail Clerk Printing Clerk Office Asst. (Bancroft)	006 056 062 067	CU05	2003 Sept 01	<u>11.94</u> <i>B.D.</i>	12.48	13.05	13.60	14.16	14.72	971 - 1095
Cafeteria Assistant	130	PE3	Red Circled	17.33	17.56					
Purchasing Clerk Custodian Student Supervision Monitor Custodian	002 029 120 031	CU07	2003 Sept 01	12.92	13.47	14.04	14.59	15.15	15.70	1096 - 1220
Hardware Mechanic Secretary, Ed. Services office Asst. Elementary Grass Cutter Bus Driver Technical Clerk - ITS Office Asst. - Ed. Services Accounting Clerk	001 011 025 033 065 063 101 110	CU11	2003 Sept 01	13.91	14.47	15.02	15.58	16.14	16.70	1221 - 1345
A/N Technician	053	CU14	Red-Circled	15.03	15.93	16.50	17.06	17.65	18.27	
Office Asst. - Elem.	025	PE14	Red-Circled	14.95	15.61	16.25	16.91	17.56		
Office Assistant - Sp. Ed.	075	PE18	Red-Circled	14.42	15.21	16.00	16.79	17.56		
Central Resources Clerk Secretary to Mgr/Operations Maintenance AA@ S.S. Carpenter Maintenance AB@	139 009 028 038	CU15	2003 Sept 01	14.91	15.47	16.02	16.58	17.13	17.70	

JOB TITLE	JOB NO.	ROSS TABLE	DATE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Maintenance AB@ S.S. Off. Asst. - Budget Off. Asst. - Attendance Off. Asst. - S.S. Secretary to Mgr/Maint - Plant LH Courier Transportation Clerk General Maint./Relief Cust.	027 041 043 046 050 083 066 114									1346 - 1470
L.H. Secondary L.H. Custodian - Elementary/Bd. office Carpenter Paint AA@ Community Use of Schools Coordinator LH Truck Dr./Relief LH Cust Bus Driver L.H. Off. Asst. H/H Intake Technical Support Asst Library Technician office Assistant - Adult Ed. Cafeteria Supervisor	030 031 037 049 083 105 076 116 121 132 124	CU19	2003 Sept 01	15.89	16.45	17.00	17.57	18.13	18.69	1471 - 1595
secretary w/o Off. Asst. Educational Asst. Carpenter Maint. AA@ LH Off. Asst.-Guidance Off. Asst. -Computer Transportation Asst. Building Controls Tech. Secretary - Careers/Curriculum Groundskeeper Maint AA@ Educational Interpreter Intervenor-Deaf/Blind Stud.	023 026 036 042 047 059 070 079 085 117 118	CU23	2003 Sept 01	15.93	16.78	17.41	18.00	18.72	19.68	1596 - 1720

JOB TITLE	JOB NO.	ROSS TABLE	DATE	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	POINTS
Secretary w Office Asst. Plumber Maint. AA@ LH IM/Computer Repair Tech. Energy/Environmental Tech. Outdoor Education Coord. Maintenance @A@ - NH Electrical Maint. @A@	024 039 058 069 071 086 088	CU29	2003 Sept 01	15.98	17.12	17.80	18.44	19.31	20.67	1721 - 1845
Grounds Maintenance @A@ LH Electrician Maint. @A@ LH Computer Network Tech.	084 087 103	CU33	2003 Sept 01	17.12	18.23	18.92	19.63	20.33	21.65	1846 - 1970

SCHEDULE "B"

SCHOOL BREAK DURING THE SEASON

December 25 - Sunday

Monday, December 26	Christmas Day
Tuesday, December 27	Boxing Day
Wednesday, December 28	Paid Day Off
Thursday, December 29	Paid Day Off
Friday, December 30	New Year's Day
Monday, January 2	Paid Day Office (U.I.C.)

December 25 – Monday

Monday, December 25	Christmas Day
Tuesday, December 26	Boxing Day
Wednesday, December 27	Paid Day OFF (U.I.C.)
Thursday, December 28	Paid Day OFF
Friday, December 29	Paid Day OFF
Monday, January 1	New Year's Day

December 25 – Tuesday

Monday, December 24	Paid Day Off (U.I.C.)
Tuesday, December 25	Christmas Day
Wednesday, December 26	Boxing Day
Thursday, December 27	Paid Day Off
Friday, December 28	Paid Day OFF
Monday, December 31	Paid Day OFF
Tuesday, January 1	New Year's Day

December 25 – Wednesday

Wednesday, December 25	Christmas Day
Thursday, December 26	Boxing Day
Friday, December 27	Paid Day OFF (U.I.C.)
Monday, December 30	Paid Day Off
Tuesday, December 31	Paid Day OFF
Wednesday, January 1	New Year's Day

SCHEDULE "B"

Page Two

December 25 – Thursday

Thursday, December 25	Christmas Day
Friday, December 26	Boxing Day
Monday, December 29	Paid Day OFF (U.I.C.)
Tuesday, December 30	Paid Day OFF
Wednesday, December 31	Paid Day Off
Thursday, January 1	New Year's Day
Friday, January 2	Paid Day OFF

December 25 – Friday

Friday, December 25	Christmas Day
Monday, December 26	Boxing Day
Tuesday, December 27	Paid Day OFF (U.I.C.)
Wednesday, December 28	Paid Day OFF
Thursday, December 29	Paid Day OFF
Friday, January 1	New Year's Day

December 25 – Saturday

Monday, December 27	Christmas Day
Tuesday, December 28	Boxing Day
Wednesday, December 29	Paid Day Off (U.I.C.)
Thursday, December 30	Paid Day Off
Friday, December 31	Paid Day OFF
Monday, January 3	New Year's Day

APPENDIX 'A'

The Parties hereto agree that the following shall be affixed to and become part of the existing Collective Agreement as Appendix 'A':

1. **Term Sick Leave**

The current Sick Leave Credit Plan provided in the Collective Agreement shall remain unchanged except that:

- (i) effective upon ratification of this Agreement the Board will administer sick leave **Bank "C"** in consultation with a representative as designated by the Union;
- (ii) in the event that the balance in **Bank "C"** approaches zero the Parties shall meet forthwith to negotiate the manner in which the balance can be restored to a sufficient level.

2. **Sick Leave Paid from Accumulated Personal Credits**

An employee who suffers an illness, injury or disability which necessitates absence from work shall be entitled to be paid sick leave in accordance with the provisions of Article 19.07 of the Collective Agreement.

3. **Sick Leave Paid from the Group Sick Leave Bank**

An employee, who exhausts all accumulated personal credits and who remains unable to return to work, may make application to the Superintendent of ~~Human~~ Resources or designate to have further leave compensated by the expenditure of credits from the Group Sick Leave **Bank**. The applicant shall provide the Superintendent of Human Resources or designate with any and all information it may reasonably require to ensure fair and proper adjudication of the claim.

4. **Information to be Provided upon application**

Consideration of access to the Group Sick Leave Bank "C" will be through consultation with a representative of the Union of the information supplied by the applicant. That information shall include, but not be limited to, a comprehensive medical report from a certified practitioner detailing diagnosis and prognosis, confirmation of application to L.T.D., other

disability compensation sources (such as Canada Pension Plan, WSIB, Veterans Affairs and Employment Insurance), including a declaration of any income received and evidence that the condition precludes the performance of the employee's job and any modified work program as offered by the Employer.

5. **Onus: Burden of Proof**

In applying to the Superintendent of **Human** Resources or appealing the Superintendent's decision, the employee bears the burden of proving incapacity.

6. **Amount of Compensation**

Where the Superintendent allows **an** employee's claim for coverage by the expenditure **of** credits from the Group Sick Leave **Bank**, the employee would receive normal straight time daily rate for each expended credit. Compensation through the expenditure **of** credits from Bank "C" is limited to the time from when the employee has exhausted all other credits and disability income, that may be available, until such time as they have returned to work or exhausted the waiting period for Long Term Disability Benefits.

7. **Claimants Rights to Appeal**

A claimant employee who wishes to dispute a decision of the Superintendent of **Human** Resources or designate relating to entitlement has the right to:

- (i) appeal to the Superintendent to reconsider its decision;
- (ii) refer the dispute to the Director **of** Education;
- (iii) refer the dispute to a trustee committee of the Board for a final and binding decision.

APPENDIX 'A'

Page Three

8. Long Term Disability Benefits

Long Term Disability Benefits will be provided in accordance with the specifications of the plan referenced in Article 21.06 a) and b) of **this** Collective Agreement. Long Term Disability Benefits are available to employees in Group 'A' after one year, and to employees in Groups 'B' and 'C' after **sixty** days from the **first** date **of** absence related to the disability.

APPENDIX 'B'

RE: EDUCATIONAL ASSISTANT PLACEMENT PROCESS

The Parties hereto agree that the following shall be affixed to and become part of the existing Collective Agreement as Appendix 'B'.

Allocations of Positions

The Superintendent/Co-ordinator/Principal will first determine the number of Educational Assistant hours for each School Group (SG), and then the number of hours of each position assigned to each school within that SG.

Educational Assistant positions, or any combination thereof for one employee, will be a maximum of thirty five (35) hours per week.

Up to fifty (50) Area Float positions may be designated by the Board as required within the five (5) areas established as **North**, Centre, Belleville, Bayside/Trenton, and Prince Edward. All Area Float positions will be assigned a base no later than September 30th. All reassignments will be made through the Educational Assistant Council. No employee will be required to move outside of their area. It is understood that the number of Area Float positions will not exceed 25% of the total number of EA's outside of Kirk.

Mileage will be paid for any driving beyond the normal distance driven by the employee from their home to their assigned base. Mileage claims may be waived with the consent of the Board, the Union, and the employee in cases where a more suitable base location is agreed to after October 1st.

Job Descriptions

All Educational Assistant positions will be reviewed and updated by Principals and co-ordinators prior to placement meetings. Every attempt will be made to indicate in the job description whether a vehicle will be required.

Pre-Placement Process

A joint meeting of the Educational Assistant Council will occur to review the list of positions proposed and corrections or amendments if any will be made.

APPENDIX 'B'

Page Two

Placement Meeting

A joint memo will be distributed to all Educational Assistants, including those on layoff, prior to the placement meeting indicating that all positions will be available for bidding in seniority order. Information regarding the available positions, which positions require a vehicle (if known), and the date, time, and location of their placement meeting.

Placement Meeting

All Educational Assistant positions will be selected, on the basis of seniority, at one of two meetings held in June/July at a central location. The first meeting held will be attended with pay by the top half of the Educational Assistants from the seniority list and the second meeting on a subsequent day will be attended with pay by the remaining Educational Assistants.

All Educational Assistant positions will be listed by school, hours per week and daily working hours for bidding in order of seniority. Wherever possible, positions will be combined within a school or between two schools in order to increase individual hours per week.

At the Educational Assistants Placement meeting Educational Assistants may select placements within WR Kirk School. All Educational Assistant's who make such a selection will be given the opportunity to indicate their first three choices for placement within the school, in writing, to school administration. Careful consideration of each individual's request will be made prior to placing staff. It is understood that indicating three preferred choices does not guarantee placement in the same.

If there are any Educational Assistants without a position, then they may bump an employee with less seniority, providing they are qualified to perform the work of the employee he/she is displacing. **This** provision does not remove the right to bump under Article 10 in the case of lay-offs at any other time than the Placement Meeting.

APPENDIX 'B'

Page Three

The Parties agree that Article 9.02 (seven day notice of vacancy), and Articles 9.08 and 9.09 (trial periods) shall not apply to Educational Assistants at Placement Meetings.

Educational Assistant positions and hours that are established in June/July are guaranteed in that specific work site for the remainder of the school year. The Board may make a proposal to the Union to propose alternative arrangements in the event of unforeseen circumstances.

Disputes

Any disputes arising from the placement, regarding employees selecting positions listing special skills and qualifications, shall be adjudicated by referee(s) whose decision shall be binding on the employee. The panel of referees shall be made up of two (2) representatives from the Union and one (1) from the Board. Potential referees shall be selected by the Educational Assistant Council (defined below) and upon mutual consent of the Board and the Union, be appointed. The appointed referee(s) must be present at the Placement Meeting. This process does not replace the right of the Union or an employee to use the grievance procedure.

Proxy

There will be no bidding into positions by proxy except by mutual consent of the Parties.

Process For Filling Vacancies Between Placement Meetings

Educational Assistant vacancies that occur for any reason between placement meetings will be offered in accordance with Article 10.03, subject to paragraph two below. These vacancies will be posted in a November or December Placement Meeting with the assignments commencing in January, and/or if deemed necessary by the Educational Assistant Council, posted in a March Placement Meeting.

Educational Assistants may **only** attend the November or December Placement Meeting if there are positions available which have a greater number of hours designated than the employee's current position.

APPENDIX 'B'

Page Four

Accordingly, Educational Assistants may only secure **an** available position if it will result in an increase in hours.

Whenever possible, any additional hours will be offered to the Educational Assistants in the school location in order of seniority, subject to qualifications and availability.

Article 10.1 Assistant Council

The Council will consist of two (2) representatives of each of the Union **and** the Board. Each **Party** will appoint their own representatives. Either **Party** shall have the right to have additional resource persons attend at their discretion.

APPENDIX 'C'

VACATION ENTITLEMENT
CUSTODIAL AND MAINTENANCE

In order to ensure that all Custodial and Maintenance employees in schools and Couriers are able to plan vacation entitlement during peak periods, and that the Custodial/Maintenance Supervisors are able to approve vacation plans in a fair and consistent manner, the Parties agree to the following process:

Custodial/Maintenance employees employed in school and Couriers should take their vacation entitlement during school vacation periods.

Notwithstanding this requirement, Custodial/Maintenance employees employed in schools and Couriers may **take** two (2) weeks of their vacation entitlement in each vacation year (January through December) at times other **than** school vacation periods provided that the building can be maintained and staffed.

Employees must submit their requests for preference of vacation dates by May 1 for the twelve (12) month period beginning July 1 and ending June 30, of the following year. Seniority shall apply.

Seniority shall not apply when an employee fails to make their selection by May 1 for the twelve (12) month period.

Other vacation requests must be submitted not less than fifteen (15) working days in advance of the date that the vacation request is to commence.

Approved vacation entitlement will not be cancelled in order to accommodate a senior employee's request to **use** banked overtime hours.

Signed at Belleville this _____ day of _____, 2003.

ON BEHALF OF **THE** EMPLOYER

ON BEHALF OF THE UNION:

LETTER OF AGREEMENT

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: LETTERS OF COUNSEL

The Board confirms that it will not circumvent the disciplinary process by addressing disciplinary concerns by way of “nondisciplinary counselling” Letters.

The Board agrees that a Union representative will be present whenever counselling letters are issued.

The Board acknowledges the **right** of the Union or employee to invoke the grievance procedure as outlined in Article 13 to dispute the accuracy of the factual content of the counselling letter.

Signed at Belleville this _____ day of _____, 2003.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE **UNION:**

LETTER OF AGREEMENT

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: ARTICLE 23 -JOB CLASSIFICATION & RE-CLASSIFICATION

Whereas the Union raised a concern during negotiations that the current Job Evaluation Plan dated July 1998 requires, in the Union's opinion, a review and revisions; and

Whereas the task will be too difficult to complete within the negotiations process;

The Parties agree as follows:

1. The Union will review the current Job Evaluation Plan for the bargaining group.
2. The Union will raise specific concerns that it has with the current plan and refer to the Union/Management Meeting for discussion.
3. The Plan may be amended by mutual agreement of the Parties.
4. Failing agreement either Party may table a proposal at the next negotiations.

Signed at Belleville this _____ day of _____, 2003.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF AGREEMENT

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

RE: STAFFING

The Board has identified a potential reduction of 2 FTE positions in the PECI Cafeteria, 1 FTE position in Group B in the **North**, 1 FTE Custodial/Bus Driver position in Prince Edward County.

Should any of these reductions occur the following shall apply:

1. Employees have the right to exercise their right to bump;
2. For the purposes of bumping the 2 FTE positions at PECI will be deemed to be a point band level 6.

Except as a result of chain bumping that may occur as provided for above, for the term of **this** Agreement, employees of record in Jurisdictional Groups A and B, as at the date of the signing of this tentative agreement, shall be guaranteed their current hours per week. Where bumping has occurred as above the guaranteed hours for affected employees are the hours they secure through bumping.

It is further agreed that, except as a result of the annual Placement Meetings outlined in Appendix "B", employees in Jurisdictional Group "C" shall be guaranteed the hours per week that apply to each employee of record as of the ratification date of this Agreement.

.../2

- 2 -

No **such guarantees apply** for **temporary or casual employees**.

Signed at Belleville this _____ day of _____, 2003.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF AGREEMENT

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE *CANADIAN* UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

The Board agrees that in the event that the Provincial Government makes legislative changes that reintroduce employee premiums to finance health care, the Board agrees to assume the full costs of such premiums.

Signed at Belleville this _____ day of _____, 2003.

ON BEHALF OF **THE** EMPLOYER.

ON BEHALF OF THE UNION:

LETTER OF AGREEMENT

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE *CANADIAN* UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

The Parties agree the Board will take the necessary steps to adjust work schedules to accommodate religious beliefs. In any event, the Board will act in accordance with all of the requirements of the Ontario Human **Rights** Code.

Signed at Belleville this _____ day of _____, 2003.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION:

LETTER OF AGREEMENT

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

**RE: VACATION SCHEDULES & CASUAL RELIEF
ARTICLES 3.04 (4) AND 18.03**

Whereas the Union had proposed to secure the right for employees in schools to take vacation time during the school year;

and,

Whereas the Board had proposed to secure certain relief from the cost of replacements where vacation time is granted and in respect of other absences during the school year;

The Parties hereby agree as follows:

1. Requests from employees working in schools for vacation time during the school year, specifically inclusive of instructional days, shall be granted upon the approval of the Supervisor/Principal.
2. In order to facilitate the granting of vacations for employees as set out above the Board may, notwithstanding any provision of the Collective Agreement, employ such casual employees to replace the regular employee on the following terms:
 - a) Subject to all of the following the Board may employ Casual replacements at the rate of eleven dollars (\$11.00) per hour, for a maximum of ten (10) consecutive working days, after which they will be paid the minimum job rate for the classification, all of which applies regardless of the classification in which they are assigned to.

.../2

- 2 -

2. (continued)

- b) Casual replacements may be assigned for the duration of an employee's scheduled vacation when taken during the school year;
- c) Casual replacements may also be assigned to fill in for other absences arising from sick leave, leave for Union business whether Board or Union paid, or other short term leaves of absence of an employee;
- d) Casual replacements, once assigned to replace an employee on leave shall not have their assignment terminated for the purposes of bypassing the application of the ten (10) day limit on the interim casual rate.
- e) The intent of this agreement is to increase the opportunity for employees to take vacation on instructional days and to provide an opportunity to the Board to realize cost efficiencies in relation to replacement costs without disadvantaging other employees in the bargaining unit.
- f) Current practices of offering additional hours to regular bargaining unit members, whether full or part-time, in the case of replacement of staff on leave will continue.
- g) Any attempt to assign casual relief staff for purposes that conflict with the conditions and at the rates established herein shall be a violation of this agreement.
- h) This agreement shall remain in force for so long as the Collective Agreement is operative and remains in force and shall override Article 3.04 (4).
- i) This agreement is enforceable through the grievance procedure.

.../3

Signed at Belleville this _____, 2003.

ON BEHALF OF **THE** EMPLOYER

ON BEHALF OF **THE** UNION:

Excerpt from the **EMPLOYMENT STANDARDS ACT, PART XI, PREGNANCY AND PARENTAL LEAVE**

Definitions:

Section 34 In this **Part**,
“parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent **of** a child and who intends to treat the child as his or her **own**;

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

“pregnancy leave” means leave of absence under subsection 35 (1).

Pregnancy Leave

Section 35

- (1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay. R.S.O. 1990, c. E.14, s. 35 (1); S.O. 1993, c. 27, Sched.

When leave may begin

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

Notice

- (3) The employee must give the employer:
 - (a) at least two weeks written notice of the date the leave is to begin; and
 - (b) a certificate from a legally qualified medical practitioner stating the expected birth date. R.S.O. 1990, c. E.14, s. 35 (2, 3).

Special Circumstances

Section 36

- (1) Subsection 35(3) does not apply in the case **of** an employee who stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage that happens earlier than the employee was expected to give birth.

Notice of Special Circumstances

- (2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer:
 - (a) a written notice **of** the date the pregnancy leave began or is to begin; and
 - (b) a certificate from a legally qualified medical practitioner that:

Special Circumstances(continued)

Section 36

- (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
- (ii) in any other case, states the date of birth, stillbirth or miscarriage and the date the employee was expected to give birth. R.S.O. 1990, c. E.14, s. 36.

End of pregnancy leave if parental leave available

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

End of pregnancy leave if parental leave not available

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

End of pregnancy leave on employee notice

- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day. R.S.O. 1990, c. E.14, s.37.

Parental Leave

Section 38

- (1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following:
 - (a) the birth of a child; or
 - (b) the coming of the child into the custody, care and control of a parent for the first time. R.S.O. 1990, c. E.14, s. 38(1); S.O. 1993, c. 27, Sched.

Restriction on when leave may begin

- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. R.S.O. 1990, c. E.14, s. 38(2).

Birth, etc. after Dec. 30, 2000

- (2.1) Despite subsection(2), an employee may, if the child in respect of which the employee wishes to take parental leave was born or came into the employee's custody, care and control for the first time on or after December 31, 2000, begin parental leave no more than 52 weeks after the day the child was born or came into the custody, care and control of the parent for the first time.

When mother's parental leave may begin

- (3) The parental leave of **an** employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Notice

- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin. **R.S.O. 1990, c. E.14, s. 38 (3,4).**

Special Circumstances

Section 39

- (1) Subsection **38(4)** does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

When leave in special circumstances begins

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

Notice

- (3) An employee described in subsection **(1)** must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working. **R.S.O. 1990, c. E.14, s. 39.**

End of parental leave

Section 40

- (1) Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day. **R.S.O. 1990, c. E.14, s. 40.**

Birth, etdc. After Dec. 30, 2000

- (2) Despite subsection (1) and section 41, an employee may, if the child in respect of which the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 31, 2000, extend the leave without notice to the employee's employer,
 - (a) if the employee ~~took~~ pregnancy leave, to the day that is 35 weeks after the parental leave began; or
 - (b) if the employee did not take pregnancy leave, to the day that is 37 weeks after the parental leave began.

Change of notice to begin leave

Section 41

- (1) An employee who **has** given notice to begin pregnancy leave or parental leave may change the notice,
 - (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least two weeks notice before the date leave was to begin.

Change of notice to end leave

- (2) **An** employee who has given notice to end leave may change the notice,
 - (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end. R.S.O. 1990, c. E. 14, s. 41.

Rights During Leave

Section 42

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

Benefit plans

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

Employer contributions

- (3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions to any plan described in subsection (2) unless the employee gives the employer written notice that the employee does not intend to pay the employees contributions, if any. R.S.O. 1990, c. E.14, s. 42(1-3).

Length of employment

- (4) The period of **an** employee's pregnancy leave or parental leave is included in any calculation of **his** or her length of employment (whether or not it is active employment), length of service (whether or not it is active service) or seniority, for the purpose of determining whether he or she has a right under a contract of employment.

Exception

- (5) The period of an employee's pregnancy leave or parental leave is not included when determining whether the employee has completed any probationary period of employment. R.S.O. 1990 c. E.14, s. 42; S.O. 1996, c. 23, s. 10.

Reinstatement

Section 43

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

Reinstatement where employer's operations have been suspended, etc.

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

Wages

- (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
- (a) the wage the employee was most recently paid by the employer; or
 - (b) the wages **that** the employee would have earned had the employee worked throughout the leave. R.S.O. 1990, c. E.14, s. 43.

No discipline, etc., because of leave

Section 44

An employer shall not intimidate, discipline, suspend, lay-off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave. R.S.O. 1990, c. E.14, s. 44.

Employment standards officer may make order

Section 45

Where **an** employer fails to comply with the provisions of this **Part**, an employment standards officer may order what action, if any, the employer shall take or what the employer shall refrain from doing in order to constitute compliance with this **Part** and may order what compensation shall be paid by the Employer to the Director in trust for the employee. R.S.O. 1990, c. E.14, s. 45.