

AGREEMENT BETWEEN:

THE PEEL DISTRICT SCHOOL BOARD  
(hereinafter referred to as "The Board")  
of the first part

- and -

THE CANADIAN UNION OF **PUBLIC** EMPLOYEES  
AND **ITS** LOCAL 1628  
(hereinafter referred to as "The Union")  
of the second part

September 1, 2008 to August 31, 2012

11869 (06)

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ARTICLE I-DEFINITIONS

- 1.01 "Board means The Peel District School Board.
- 1.02 "Employee" means an employee of the Board included in the bargaining unit defined in Article 3.01.
- 1.03 Where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included unless specifically excluded.
- 1.04 "Union" means the Canadian Union of Public Employees and Its Local 1628 as administered by Local 1628.
- 1.05 Full-time employees shall be those employees who are regularly scheduled to work more than 1300 hours per year.
- 1.06 a) "Temporary employee" or "temporary personnel" means an employee of the Board included in the bargaining unit defined in Article 3.01 who works on a casual basis; or in a temporary position created for a specified period of time not to exceed three months; or on a casual or temporary basis to replace regular employees who are absent due to vacation, leaves of absence, Workers' Compensation, or illness.
- b) The following provisions of the Collective Agreement shall not be applicable to such temporary employee/personnel:
- |               |   |                      |
|---------------|---|----------------------|
| Article X     | - | Job Posting          |
| Article XI    | - | Probationary Period  |
| Article XII   | - | Seniority            |
| Article XIV   | - | Sick Leave           |
| Article XV    | - | Leaves of Absence    |
| Article XVI   | - | Fringe Benefits      |
| Article XVII  | - | Retirement Allowance |
| Article XVIII | - | Vacations            |
| Article XIX.1 | - | Paid Holidays        |
| Article XXII  | - | General              |

ARTICLE I- DEFINITIONS(Continued)

1.06 c) Temporary employees/personnel shall work only when called in by the Board, at the discretion of the Board. Such employees may be laid off or discharged in the discretion of the Board, and such lay-off or discharge shall not be subject to grievance procedures under Article VIII.

1.07 a) The following provisions of the collective agreement shall not be applicable to secretarial positions in the night school and summer school programs:

Article X	-	Job Posting
Article XI	-	Probationary Period
Article XII	-	Seniority
Article XIV	-	Sick Leave
Article XV	-	Leaves of Absence
Article XVI	-	Fringe Benefits
Article XVII	-	Retirement Allowance
Article XVIII	-	Vacations
Article XIX.1	-	Paid Holidays

b) Employees in such positions shall accumulate service credits for increment purposes, while continuously employed in such positions. Employees terminated from such a position and re-hired in a later term, shall commence at Step 0. However employees in such positions who also hold another position in the bargaining unit shall be paid at the Step applicable to their other position. Service in such positions in the night school and summer school program shall not count for increment purposes in any other position.

ARTICLE II - PURPOSE

- 2.01 The general purpose of this Agreement is to maintain harmonious collective bargaining relations between employer and the employees, and to provide machinery for the prompt disposition of grievances, and to maintain mutually satisfactory working conditions, hours of work and wages for all employees covered by this Collective Agreement.
- 2.02 A Labour/Management Committee composed of a maximum of five members for each party shall be established to meet not less than twice per year, or more frequently if requested by either party, but not more than once per month. The Committee shall attempt to solve problems arising during the term of this Agreement.

### ARTICLE III - RECOGNITION

3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all office, clerical, library technicians and Clerk Dispatchers of the Board, save and except supervisors, persons above the rank of supervisor, buyers, technical personnel; the immediate office staff of the Director of Education; the immediate office staff of the Manager of Human Resources; the immediate office staff of the Director of Human Resources Support Services; the private secretaries to the Central Office Superintendents\*, to the Controller of Learning Technologies Support Services, Controller of Facilities & Transportation Support Services, Controller of Planning & Accommodation Support Services, and Director of Communications & Strategic Partnerships Support Services, to the Controller of Finance Support Services, to the Manager of Finance/Chief Accountant, to the Internal Auditor, to the Manager of Employee Relations & HRIS, to the Chair of the Board; employees covered under a subsisting collective agreement, students employed on a co-operative basis, and students employed during the school vacation period.

- \* Central Office Superintendents are defined as:  
 Superintendent of Human Resources Support Services  
 Superintendent of Curriculum, Instruction & Special Education Support Services (2 Superintendents)  
 Superintendent of Staff Development and School Support Services  
 Superintendent of Education – Alternative Programs

ARTICLE IV - UNION EXECUTIVE & GRIEVANCE COMMITTEE

4.01 The Board recognizes that the Union may appoint a maximum of seven (7) employees of the Board as Stewards, at least one from each field office district and at least one from the Central Board Office, and one of whom shall be designated as Chief Steward, to form a Grievance Committee, the duties of which are outlined in Article VII. It is understood and agreed that no more than one employee shall be appointed as a Steward from any school, field office, or Central Board Office department.

The Board further recognizes the Union may appoint a Negotiating Committee of not more than a total of ten (10) employees of the Board.

- 4.02 a) It is understood that any committee or executive member has his/her regular work to perform and that if it is necessary to deal with matters arising out of this Agreement during working hours he/she will not leave his/her work without first obtaining the written permission (oral permission in emergency situations with follow up written permission) of the Director of Human Resources Support Services or designate and shall report to his/her supervisor or applicable school official at the time of his/her leaving and returning to work. Such permission shall not be unreasonably withheld. The supervisor and applicable school official shall record the leaving and returning time of members absent for Union business. The Union will be responsible for reimbursing the Board for time off on Union business at the individual's applicable rates unless otherwise stipulated in this Agreement.
- b) Notwithstanding the above, the Union will not be responsible for reimbursing the Board for the first (1<sup>st</sup>) one hundred and twenty-five (125) days utilized per contract year.

ARTICLE IV - UNION EXECUTIVE & GRIEVANCE COMMITTEE (Continued)

4.03 The Union shall keep the Board informed of the names and areas of responsibility of its executive and committee members. The effective date of appointment shall be included in **such** notifications.

4.04 Names of Stewards

The Union shall notify the Board, in writing, of the name and location of each Steward and the name of the Chief Steward before the Board shall be required to recognize them.



ARTICLE V - UNION SECURITY

- 5.01 The Board shall deduct Union dues from each pay of each employee, and remit the sum deducted together with a list of employees from whom this pay deduction is made by the 15<sup>th</sup> of the month following. The Union shall notify the Board in writing of the amount of such dues from time to time.
- 5.02 The Board agrees to insert on the T-4 slips given to each employee the amount of dues deducted each year.
- 5.03 No member of the bargaining unit having completed probation, and classified as a permanent employee as per Article 12.02 shall be terminated, nor for a period of one (1) year, be demoted or suffer any loss of salary as a result of the Board contracting out work or services which are performed by members of the bargaining unit.

After this period of one (1) year the employee will be paid the maximum salary for the serviceshe/he is performing.

ARTICLE VI - MANAGEMENT RIGHTS

- 6.01 The Union acknowledges that it is the exclusive function of the Board to hire, retire, promote, demote, lay-off, recall, transfer, and classify employees. It is also the right of the Board to discipline, suspend, and discharge any employee for just cause, provided that a claim by an employee that he/she has been discharged, suspended, demoted or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 6.02 The Union further recognizes the right of the Board to operate and manage its business in all respects. Without limiting the generality of the foregoing, these rights shall include the direction of the working force, the work schedules, the methods and processes used, the right to decide on the number of employees needed by the Board at any time, the right to determine the methods, machinery and equipment, and tools to be used. These are solely and exclusively the responsibility of the Board. The Board also has the right to make, alter, and enforce from time to time reasonable rules and regulations; the Board agrees to discuss same with the Union and in no event shall such rules and regulations be inconsistent with the expressed provisions of this Agreement.
- 6.03 None of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.



## ARTICLE VII -GRIEVANCES

7.01 It is the mutual desire of the parties hereto that complaints by employees be adjusted as quickly as possible and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint. If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor within ten (10) working days after the employee becomes aware or would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The employee may be assisted by a member of the grievance committee if the employee so desires, when discussing the matter with his/her immediate supervisor. His/her immediate supervisor will, within ten (10) working days of having been made aware, by the employee, of his/her complaint, advise the employee of the supervisor's decision regarding the complaint. The employee may then within ten (10) working days of receiving his/her immediate supervisor's decision, take the matter up as a grievance in the following manner and sequence.

### Step No. 1

The employee will present his/her alleged grievance to his/her Department supervisor in writing, in a form which shall include:

- (1) the nature of the grievance;
- (2) the remedy sought;
- (3) the Article(s) of this Agreement alleged to have been violated.

The employee may be assisted in the preparation and presentation of his/her grievance by a member of the Grievance Committee if requested by either party. The Department Supervisor or designate shall convene a meeting with the appropriate Board officials, the grieving employee, the Union Grievance Committee, and such others as he/she requires within ten (10) working days following the presentation of the grievance to him/her. The decision, in writing, to the grieving employee and to the Grievance Committee shall be rendered within ten (10) working days following the above meeting.

ARTICLE VII - GRIEVANCES (Continued)7.01 Step No. 2

If the employee is not satisfied with the decision rendered at Step No. 1, he/she may, within ten (10) working days thereafter, submit his/her grievance, in writing, to the Manager of Labour Relations. The Manager of Labour Relations or designate shall convene a meeting with the appropriate Superintendent, the grieving employee, the Union Grievance Committee and such others as he/she requires within ten (10) working days following the presentation of the grievance to him/her. The decision, in writing, to the grieving employee and to the Union Grievance Committee shall be rendered within ten (10) working days following the above meeting.

Step No. 3

If the employee or in the case of a Union grievance, the Union, is not satisfied with the decision rendered at Step No. 2, he/she or, in the case of a Union grievance, the Union, may within ten (10) working days, submit his/her grievance to the Board's Grievance Committee through the Director of Human Resources Support Services. The employee may be assisted by the Union Grievance Committee, and if requested, a representative of the National Union to present his/her grievance. The Board's Grievance Committee shall meet within fifteen (15) working days to deal with such grievance. The grievor shall attend this meeting. The Board's Grievance Committee shall render its decision in writing to the grieving employee and to the Chair of the Union Grievance Committee or, in the case of a Union grievance, the Union, within ten (10) working days following the meeting.

ARTICLE VII - GRIEVANCES (Continued)7.01 Step No. 4

If the employee or, in the case of a Union grievance, the Union, is not satisfied with the decision rendered in Step No. 3, he/she or, in the case of a Union grievance, the Union may, through the Union Grievance Committee within fifteen (15) working days refer the matter to Arbitration in accordance with the procedure set out hereunder in Article VIII.

7.02 The time limits mentioned in the grievance or arbitration procedure may be extended by the consent of the parties. Where no such agreement has been made or where the agreed extension has expired, the grieving employee may proceed to the next step of the procedure if the appropriate Board official exceeds the time allowed for the official to act.

7.03 A grievance arising directly between the Board and the Union may be initiated by either party commencing with Step No. 2 of the grievance procedure within ten (10) working days of the occurrence complained of.

7.04 If the Board has a grievance against the Union it shall submit such grievance to the Union through the President of the Union, within ten (10) working days of the occurrence complained of. A meeting shall be held between the Board and the Union within ten (10) working days of the submission of the grievance. If a mutually agreeable solution cannot be reached at such a meeting, then the Board may refer the matter to Arbitration by notice in writing to the Union within fifteen (15) working days following such a meeting.

7.05 A grievance relating to Article X - Job Posting may commence with Step No. 2 of the Grievance Procedure within ten (10) working days of the occurrence complained of. The employee will submit his/her grievance to the Manager of Labour Relations. The appropriate Superintendent, the Supervisor responsible for the decision to hire and the Employee Relations Officer will attend the Step No. 2 meeting. A position, which is the subject of a grievance under this Article 7.05, shall not be filled until such time as the Step 2 decision has been made.

ARTICLE VII - GRIEVANCES (Continued)

- 7.06 Saturdays, Sundays and holidays as per Article XIX will not be counted in determining the time in which any action can be taken under the Grievance or Arbitration Procedures.
- 7.07 In cases of discharge or suspension or any other meeting at which a supervisor plans to discipline an employee, a Union Steward or a member of the Union Executive shall be present.
- 7.08 Human Resources shall notify the Union when an employee is being assigned to home or to another location.
- 7.09 The Union shall receive a copy of any written disciplinary action within three (3) working days - Union meaning Chief Steward.

In the event the Chief Steward does not receive such a copy within three (3) working days and if a grievance is to be filed, the time limits in the next step of the grievance procedure shall be extended to equally compensate for any delay of the receipt of the copy of the disciplinary action.

### ARTICLE VIII - ARBITRATION

- 8.01 Both parties of this Agreement agree that any dispute or grievance concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure within the time limits outlined in Article VII above, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- 8.02 The Board of Arbitration will be composed of one person appointed by the Board, one person appointed by the Union and a third person to act as Chair chosen by the other two members of the Board of Arbitration.
- 8.03 No person may be appointed as an arbitrator who has been involved in an attempt to settle a grievance or alleged violation.
- 8.04 Within ten (10) working days of the request by either party for the Board of Arbitration, each party shall notify the other of the name of its appointee.
- 8.05 Should the person chosen by the Board to act on the Board of Arbitration and the person chosen by the Union fail to agree on a third person within twenty (20) working days of the notification mentioned in 8.04 above, the Minister of Labour of the Province of Ontario will be asked to nominate someone as an impartial Chair utilizing the services of the Labour Management Arbitration Commission.
- 8.06 The decision of the Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties. If there is no majority award, the award of the Chair shall govern.

ARTICLE VIII -ARBITRATIONContinued)

- 8.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for the existing provisions.
- 8.08 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed to it; and the parties will jointly bear the expense of the proceedings, including the Arbitration Chair.
- 8.09 A single arbitrator may be proposed by either party and, if the parties reach such agreement, then the conditions of Article 8.02 shall be disregarded.



ARTICLE IX - NO STRIKES. NO LOCKOUTS

9.01 The Board agrees that during the term of this Agreement there will be no lockout and the Union agrees that there will be no strike. Strike and lockout shall be as defined in the Ontario Labour Relations Act.

ARTICLE X - JOB POSTING

- 10.01 a) In the event new jobs are created or vacancies occur in jobs which the Board intends to fill, the Board will post such new jobs or vacancies for a period of five (5) full working days. Such postings shall be numbered consecutively and the Board will send a copy of such postings to the Union at the time of posting. No outside advertisement shall be placed until present employees have had an opportunity to apply, except in the case of Level 1 positions for which there may be outside advertising simultaneously with internal posting. Where there are extenuating circumstances prior to a job posting closing date, an employee may phone and submit his/her application within twenty-four hours. Temporary vacancies shall be posted in accordance with Article 10.07.
- b) When the Board decides *not* to fill a vacancy under 10.01 a), the Board shall inform the Union within thirty (30) days of the position being vacated.

10.02 Job postings shall state the nature of the position, related experience (if any) required, location, salary range, and qualifications.

The matter of qualifications is a decision of the employer which shall not be exercised in an arbitrary or discriminatory manner.

- 10.03 Employees will be given advance notice regarding transfers to other positions or locations.
- 10.04 a) When the ability and qualifications of more than one applicant for the posted position are relatively equal, seniority shall be used as the determining factor by the Board.
- b) When there are no qualified applicants from within the bargaining unit, for a posted position, the Board shall consider applications from its employees outside of this bargaining unit before considering external applicants.

ARTICLE X - JOB POSTING Continued)

- 10.05 a) When temporary positions are created, which are in excess of the regular complement, the Board may hire temporary personnel to perform bargaining unit duties for a specific period of time. Such personnel may not be hired for a period to exceed three (3) months except by mutual consent between the Board and the Union.

Notwithstanding the above, the Board may hire temporary personnel to replace regular employees who are absent due to vacation, leaves of absence, illness, or Worker's Compensation.

- b) The Board shall provide the Union with a list, on a monthly basis, of all temporary employees who have worked more than fifteen (15) consecutive working days. Such lists shall include the employee's name, classification and location.

- 10.06 The Board will notify in writing each employee who has made an application for a job posting in accordance with this Article and who is unsuccessful, indicating the name of the successful candidate. The Board will post notices at each location on a monthly basis announcing the name of the successful applicants for job postings. This paragraph shall not apply to postings provided for in paragraph 10.07 a).

10.07 Temporary Vacancies

- a) In the event that the Board is aware that there will be a temporary vacancy for a period of six (6) months or more because of a leave of absence, illness or accident, such temporary vacancy shall be posted for five (5) full working days within the location or department in which the job is located.
- i) Employees within the bargaining unit who are regularly employed at that location or department and who wish to be considered for the position so posted shall signify their desire by making written application in accordance with the provisions of the posting.

**ARTICLE X - JOB POSTING Continued)**

- 10.07 a) ii) When the ability and the qualifications of more than one such applicant for the posted temporary vacancy are relatively equal, seniority shall be used as a determining factor.
- b) In the event that the Board is aware that there will be a temporary vacancy for a period of not **less** than one school year, because of a leave of absence, illness or accident, the Board will comply with paragraph a) above. In such cases if there are no candidates within the department or location concerned who have the necessary ability and qualifications, the said temporary vacancy shall be posted for five (5) full working days at other locations.
- i) Employees regularly employed at other locations who wish to be considered for the position may then signify their desire by making written application in accordance with the provisions of the posting.
- ii) When the ability and qualifications of more than one such applicant for the posted temporary vacancy are relatively equal, seniority shall be used as a determining factor.
- c) The vacancy resulting from the placing of the successful applicant in the posted temporary vacancy as well as any further vacancies created as a result thereof, may be filled by the Board without posting.
- d) It is understood and agreed that the successful applicant for a posted temporary vacancy shall have the right to return to the position held at the time the employee responded to the posting, provided however that nothing herein shall be read as restricting the Board's right to lay-off or reduce staff in accordance with the other provisions of this agreement.

**ARTICLE X - JOB POSTING (Continued)**

- 10.08 Bargaining unit members will not be involved in the decision making for job postings involving other bargaining unit members.
- 10.09 An employee who is promoted to a position at a higher Level of the Salary Schedule, shall be paid at the lowest Step which provides at least an 8% increase in pay.
- 10.10 **Acting Positions**
- a) When an employee is temporarily appointed to a higher classification level, she/he shall be paid at the rate of that level commencing with the first full working day. Acting appointments may not be made as a direct result of absence due to vacation during the summer vacation period.
  - b) Employees promoted to 'acting' positions in a higher rated classification or in a higher classification level shall be placed at the experience step at which they realize at least an 8% increase in pay, in accordance with Article 10.09. Such employees shall progress to the six (6) month, twelve (12) month, and twenty-four (24) month rates, if they work continuously in the 'acting' assignment for the requisite period of time.
- 10.11 An employee, subject to their agreement, may be temporarily transferred within the bargaining unit for up to twenty (20) working days or longer provided that the Union receives notification from Human Resources in advance.

This Article 10.11 does not supersede the requirements of the job posting provisions of the Collective Agreement.

ARTICLE XI - PROBATIONARY PERIOD

- 11.01 A newly hired person is considered to be on probation for a period of six (6) calendar months after the date of his/her commencement of employment with the Board. During this period he/she is not a seniority employee. Notwithstanding the provisions of Article VI, the Union acknowledges that it is the right of the Board to demote, suspend with or without pay, discharge or otherwise discipline a probationary employee for any reason at the sole discretion of the Board subject to Article 24.01 and the right of a probationary employee to grieve any discipline or discharge for strike or lockout related misconduct. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance.
- 11.02 The probationary period under Article 11.01 shall be extended for employees who during their probationary period are absent from work due to WSIB or unpaid medical leave. The probationary period shall be extended by the length of time that an employee is absent.

ARTICLE XII - SENIORITY

- 12.01 The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Board.
- 12.02 A newly hired person will be on probation and will not have any seniority standing until after he/she has completed his/her probationary period as outlined in Article XI. After this probationary period he/she will then be considered a seniority employee and his/her seniority will date back to the date of hiring. Notwithstanding the provisions of Article VI, the Union acknowledges that it is the right of the Board to demote, suspend with or without pay, discharge or otherwise discipline a probationary employee for any reason at the sole discretion of the Board subject to Article 24.01 and the right of a probationary employee to grieve any discipline or discharge for strike or lockout related misconduct. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee nor shall the dismissal or discipline be the subject of a grievance.
- 12.03 Seniority as referred to in this Agreement shall mean the length of continuous service in the employ of the Board or its predecessors, in a position now included in this bargaining unit or the bargaining unit represented by C.U.P.E. and its Local 2544. However, employees employed under the Local 2544 collective agreement shall have no seniority rights under this agreement unless and until they become employed in this bargaining unit.
- 12.04 Seniority lists will be supplied to each location on November 1<sup>st</sup> of each year. One list will be in order of starting date of employment with the Board and a second seniority list will show all employees in alphabetical order.

ARTICLE XII -SENIORITY (Continued)

- 12.05** a) When the Board determines to lay-off or recall employees on the seniority list set out in Article **12.04**, the seniority of employees shall be the determining factor except: (a) in cases of lay-off which include personnel who have been trained in particular job functions which remain a job requirement, such personnel will not be laid off unless more senior members of the bargaining unit who would otherwise be laid off, are fully capable of carrying out the special functions; (b) in cases of recall where the work which becomes available is of a special nature, the most senior member of the bargaining unit on the lay-off list capable of carrying out the special function will be recalled.
- b) When the Board determines to lay-off or recall employees, the following procedure will apply:

Regulations

- i) This procedure does not apply to employees on lay-off related to normal school vacation periods (i.e. Christmas, mid-winter and summer).
- ii) An employee may only "bump" or be recalled to a position when, in the judgement of the Board, that employee has the skill and ability to successfully perform in the identified position.
- iii) Where the terms "Seniority" or "least senior" are used, it indicates Regional Seniority.



ARTICLE XII - SENIORITY Continued)

- 12.05 b) iv) Head Secretaries and Superintendents' Secretaries will be considered "protected by location, and, therefore, the last employee(s) to be declared **surplus**. Notwithstanding the above, Head Secretaries and Superintendents' Secretaries may be bumped in accordance with Step 9 or 10.
- v) Probationary employees will be laid *off* before seniority employees. Probationary employees do not have bumping rights and will not be included in a lay-off/recall list
- vi) For the purpose of this Article, an employee shall be deemed to be laid off from his/her position and thus entitled to exercise the bumping rights described below if:
- a) the employee's normal weekly scheduled hours are reduced from more than twenty-five (25) hours per week to twenty-five (25) hours or less per week, it being understood that any other reduction in hours (that is, any reduction not crossing the said threshold) shall not be considered to be a lay-off and shall not give rise to any bumping or recall rights; or
  - b) the employee is identified as excess to a position or location.

Lay-off ProcedureStep 1

Human Resources will determine the number of full-time equivalent positions identified to be declared **surplus**.

Step 2

By Regional Seniority, Human Resources will determine those employees who are **Surplus** to Region.

ARTICLE XII - SENIORITY (Continued)

12.05 b) Lay-off Procedure (continued)

Step 3

The Director of Human Resources Support Services, or designate, will notify the Union, Supervisors and the affected employees, in writing, of all lay-offs and the effective dates.

Employees declared Surplus to Region will be advised of their lay-off/recall rights under the Collective Agreement by Human Resources.

Human Resources will determine employees who are Excess to Location or who have had a Reduction in Hours sufficient to constitute a lay-off in accordance with Article 12.05 b) vi) a).

Excess employees or employees affected by a reduction in hours will be advised of their rights under their Collective Agreement by Human Resources.

ARTICLE XII - SENIORITY (Continued)12.05 b) Lay-off Procedure (continued)

Positions which become vacant due to Surplus to Region declarations will be integrated into the bumping process. For purpose of the bumping process only, these positions will be deemed to be positions held by the "least senior employee" in their respective job levels as that phrase is used in Steps 9 through 11. If these positions are not filled through the bumping process, they may be filled in accordance with Article X. Employees who are declared Surplus to Region will not be allowed to apply for postings created under Article X but will be eligible for recall in accordance with the recall provisions of the Collective Agreement.

Employees who are laid off in accordance with Article 12.05 b) vi) will have the opportunity to apply for Article X postings.

Employees who are laid off in accordance with Article 12.05 b) vi) and who have not posted into an alternative position may bump the least senior employee in the same job level. Notwithstanding the foregoing, an employee laid off in accordance with Article 12.05 b) vi) a) will have the opportunity to bump the least senior full-time employee in the same job level or at a lower job level. Full-time employees who are laid off in accordance with Article 12.05 b) vi) a) and who exercise their seniority to bump a part-time employee may only do so when it results in their gaining additional hours of work per week.

ARTICLE XII - SENIORITY (Continued)

12.05 b) Lay-off Procedure (continued)

Part-time employees who are eligible to exercise their seniority rights in accordance with this Article may only exercise those rights to bump other part-time employees occupying positions with the same number of hours per week or less.

The least senior employee in the job level may 'bump' the least senior employee at the next lowest job level, and so on through the various levels.

Human Resources will identify the employee(s) who may be bumped based on seniority and the laid off employee's capability to successfully perform in the identified position.

Step 12

Employees identified as being Excess to Location pursuant to Step 5 or employees bumped out of their positions have the right to choose lay-off rather than exercise their bumping rights.

A Lay-off List (in seniority order) will be prepared of those staff declared surplus as well as any Excess employees who voluntarily chose lay-off.

ARTICLE XII - SENIORITY (Continued)12.05 b) Recall Procedures

Human Resources will recall employees on the basis of seniority and ability to perform in the vacant position. A vacant position is considered one which has been posted and for which no suitable, qualified candidate has been successful. Notification will be made, in writing, by the Human Resources Services Department, in accordance with Article 12.08 of the Collective Agreement.

Employees will be recalled only to positions at or below their job level. If a job goes 'external' and is at a higher level than any of the employees on the Lay-off List, then employees on the Lay-off List will be considered for any position which they are qualified to perform.

If an employee chooses not to accept the vacant position, that employee is considered to have waived their right to recall confirming their termination of employment from the Board.

If the employee's recall rights under the Collective Agreement expire and the employee has not been successful in obtaining a position, written notice of termination will be given by the Director of Human Resources Support Services or designate.

ARTICLE XII - SENIORITY (Continued)12.05 b) Recall Procedures (continued)

The Human Resources Services Department will keep Supervisors and the Union informed regarding:

- a) Who is affected by lay-off and the effective date.
- b) Who is affected by the "bump" of another employee and the effective date.
- c) Who is being recalled to open positions and the effective date.

12.06 In accordance with Article 12.05, employees who are laid off because of lack of work will be retained on the seniority list for a *period* equal to their seniority at the time of lay-off, but in no event to exceed twenty-four (24) months. During that period they will be subject to recall if suitable work becomes available which they are qualified to perform.

12.07 In the event the Board shall combine, condense or consolidate any of its operations, the Board of Education, Human Resources Services Department agrees to discuss seniority rights, recourse, etc. with the Union and employees of Local 1628 that are declared excess to a particular school, field office or department before excess to area or termination letters are delivered to those affected.

12.08 Recall to work shall be by registered letter or telegram addressed to the last address recorded by the employee with the Board. It shall be the duty of the employee to notify the Board promptly of any change of address. Should an employee fail to do this, the Board shall not be responsible for failure of a notice sent by registered mail to reach such employee. An employee who is recalled to work must signify his/her intention to return within five (5) working days after a notice of recall has been sent out and must return within a further five (5) working days or forfeit his/her right to recall.

**ARTICLE XII - SENIORITY (Continued)**

- 12.09** Seniority previously accumulated will be lost and the employee's service deemed terminated whenever an employee:
- a) voluntarily leaves the employ of the Board;
  - b) is discharged and is not reinstated through the grievance or arbitration procedure;
  - c) is absent from work without permission and without a reasonable explanation;
  - d) fails to return to work upon termination of an authorized leave of absence, unless excused by the Board, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
  - e) retires.
- 12.10** For an employee who is hired or transferred into a position which is not included in either this bargaining unit or the bargaining unit represented by C.U.P.E. and its Local **2544**, seniority shall not accumulate while the employee is in such external position. However, such employee shall retain his/her full seniority accumulated while in a position within C.U.P.E. Local **2544** or **1628**, pursuant to Articles **12.03** and **12.04**.
- 12.11** Notwithstanding the provisions of paragraphs **12.05 a)** and **12.06**, the Union President, Treasurer and Chief Steward shall continue to work in the event of a lay-off or shall be the last to be laid off and the first to be recalled.
- 12.12** No individual shall be dismissed or have his/her hours reduced due to technological change.

**ARTICLE XIII - HOURS OF WORK AND OVERTIME**

- 13.01 a) Employees shall normally work seven (7) hours per day, Monday to Friday, thirty-five (35) hours per week. Starting and quitting time shall be determined by the immediate supervisor in accordance with the supervisor's requirements. Shifts shall normally commence by 9:00 a.m. for full-time positions and by 1:00 p.m. for positions that are less than full-time, but the Board may schedule shifts to start at other times in accordance with the provisions of Article 13.01 b)
- b) It is understood that the Board will prepare a regular schedule of hours to be worked by employees. Where changes in that schedule are necessary involving three (3) or more employees the Board will provide the employee and the President of the Union with at least seven (7) calendar days advance notice. However, in the case of emergency there shall be no obligation on the part of the Board to give such notice.
- c) Notwithstanding 13.01 a) and b) above, a flexible hours of work schedule may be implemented during the Summer, March and Christmas breaks.
- d) Shift Premium

Effective September 1, 2008, the Board agrees to pay a shift premium of 57 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2009, the Board agrees to pay a shift premium of 59 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2010, the Board agrees to pay a shift premium of 61 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2011, the Board agrees to pay a shift premium of 63 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.



ARTICLE XIII - HOURS OF WORK AND OVERTIME (Continued)

- 13.02 Employees shall normally receive an unpaid lunch of one (1) hour each day. A fifteen (15) minute rest period will be scheduled in each half of a standard working day. The schedule of lunch and rest periods will be determined by the appropriate supervisor in accordance with the supervisor's requirements.
- 13.03 Approved overtime will be paid at the rate of time and one-half (1-1/2) the employee's regular rate in the following circumstances:
- a) after working seven (7) hours in a day;
  - b) for work performed on Saturday.
- 13.04 Authorized overtime will be paid at the rate of double the employee's regular rate in the following circumstances:
- a) all work on Sunday;
  - b) all work performed on a Statutory Holiday (in addition to payment for the holiday).
- 13.05 Employees who are scheduled to work less than a seven (7) hour day and who are required to work longer than their scheduled hours on a regular working day shall be paid at the rate of straight time for the hours so worked up to and including seven (7) hours in the working day as set out in Section 13.01.
- 13.06 Employees shall qualify for the greatest available overtime payment but in no case shall there be payment under more than one of the overtime provisions or any pyramiding of overtime.
- 13.07 In lieu of overtime pay, full-time employees may choose compensating time off at the existing overtime rate and may accumulate up to a maximum of **thirty-five** (35) hours (1 week @ 35 hours) per school year. Such compensating time off would be scheduled by the appropriate supervisor.

**ARTICLE XIV - SICK LEAVE**

- 14.01** Employees will be entitled to accumulate sick leave at the rate of two (2) working days per month of service. At no time, however, shall such sick leave exceed the maximum of 320 days.
- 14.02** Conditions of sick leave shall be as per Board Policy
- 14.03** The amount of sick leave accrued to his/her credit will be shown on the employee's pay stub.
- 14.04** In case of injury which is covered by the Workplace Safety and Insurance Board, the Board will ensure that employees suffer no loss in take home pay while receiving Worker's Compensation benefits.
- 14.05** The Board shall replace an employee who is absent on sick leave for a period in excess of five (5) consecutive working days.

Notwithstanding the above, the Board shall:

- i) in single secretary schools, the Board will replace an employee who is absent on sick leave from the first day of the absence.
  - ii) in a school with 1.5 secretaries the Board will replace an employee who is absent on sick leave in order to ensure that there is 1.0 secretary from the first day of the absence and then 1.5 secretaries for an absence in excess of five (5) consecutive working days.
- 14.06** The Board will provide replacements in accordance with Article 14.05 provided suitable replacements are available.

## ARTICLE XV - LEAVES OF ABSENCE

15.01 Leave of absence without pay and without **loss** of seniority may be granted to properly elected delegates to Union conventions subject to permission being requested in writing at least ten (10) working days in advance of the proposed leave and subject to no more than a maximum of one (1) employee from a section or department being granted such leave at any one time, and subject to a maximum of thirty (30) days of such leave in total for the Union in each Collective Agreement year. Such permission shall not be unreasonably withheld.

15.02 All other leaves shall be in accordance with Board Policy. The Board will not amend the policy in such a way that the number and duration of the leaves of absence for this bargaining unit are reduced during the term of this Agreement.

### 15.03 Union Leaves of Absence

If, at some future time, the duties of the President **and/or** other executive officer of the Union become full-time positions, they shall be allowed Leaves of Absence for the duration of their term of Office. This leave shall be without **loss** of seniority. At the end of the leave the employee shall have the right to return to **his/her** former position and location.

15.04 An employee who is not on any other leave of absence or lay-off shall be entitled to two (2) days leave with pay for:

- a) paternity leave at the time of birth of a son or daughter;
- b) adoption leave at the time of adoption.

ARTICLE XV - LEAVES OF ABSENCE Continued)

- 15.05 a) An employee granted a Pregnancy Leave or Parental Leave in accordance with the provisions of the Employment Standards Act pursuant to the Board's Leaves Policy shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved S.E.B. Plan provided that the employee:
- i) is eligible for pregnancy or parental leave benefits under E.I.C. laws and regulations; and
  - ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.C.

The plan will pay:

- A) during the two (2) week waiting period for pregnancy or parental benefits under E.I. regulations, 95% of the employee's normal weekly insurable earnings;
- B) effective September 1, 2005, during the six (6) weeks immediately following the birth of a child, the child's natural mother shall be eligible for 100% of her normal weekly earnings minus the E.I. benefits the employee receives in respect of that period. For further clarity, the combined level of E.I. benefits, S.E.B. payments and other earnings shall not exceed 100% of the employee's normal weekly earnings. Where this benefit period overlaps with the period described in clause A), this benefit shall be provided; and
- C) if an employee is not eligible for E.I. and supplementary employment benefits under clause B), the employee may apply for sick leave benefits in accordance with Article XIV in respect of the six (6) week period immediately following the birth of her child.

ARTICLE XV - LEAVES OF ABSENCE (Continued)

- 15.05 a) No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the employee's normal employment period (i.e. July and August if 10 month employment). The supplementary plan shall be subject to approval by E.I.C.
- b) The pay and benefits provided for in Article 15.04, 15.05, and 16.06 shall be the only entitlements for pay and benefits of employees on Pregnancy Leave or Parental Leave.
- 15.06 A compassionate leave of absence without **loss** of income or deduction from sick leave credits may be granted for up to five (5) days, subject to the approval of **the** appropriate Board official.

ARTICLE XVI - FRINGE BENEFITS

16.01 The Board agrees to contribute for all full-time seniority employees covered by this Agreement one hundred percent (100%) of the premiums for the Ontario Health Insurance Plan, the Group Life Insurance Plan, the Extended Health Benefit Plan (including vision and hearing) and the Dental Plan.

Board contributions for part-time employees will be pro-rated in proportion to the number of hours worked.

A change in carrier by the Board will not result in diminished overall benefits.

16.02 The Ontario Municipal Employees' Retirement System contributions shall continue for eligible employees.

16.03 The Board's contribution for those employees who work less than 1820 hours shall be based on a factor of hours worked over 1820:

$$\frac{\text{(hours worked)}}{1820}$$

Hours worked shall include vacation, holiday, paid leaves of absence or absence for which sick leave is deducted.

16.04 Upon retirement from the Board, an employee with 10 or more years of continuous service with the Board or its predecessors may elect to continue to participate in any Fringe Benefit Plans in which he/she is enrolled, until the employee reaches the age of 65. The retired employee shall assume the full cost of the premiums for such Plans.

ARTICLE XVI - FRINGE BENEFITS (Continued)

16.05 The Board shall administer a Long Term Disability Plan provided that:

- a) any such plan conforms to the requirements of the Board's insurer;
- b) the necessary level of employee participation is ensured;
- c) the employees assume 100% of the premium cost, which shall include an administration fee of not more than 5% of the premiums, which shall be paid to the Board.

16.06 Effective July 1, 1989 the Board shall continue its normal premium contributions for any plan under Article 16 in which the employee participates, excluding Long Term Disability, during the statutory period of an approved Pregnancy or Parental Leave.

ARTICLE XVII - RETIREMENT ALLOWANCE

- 17.01 Each employee on staff, as of the date of signing ~~of~~ this Agreement, is eligible for a retirement gratuity after ten (10) years continuous service with the Board. The gratuity ~~is~~ paid to ~~an~~ employee who has attained the age of sixty (60) years or who is eligible for retirement under O.M.E.R.S. After ten (10) years continuous service, the gratuity will be twenty percent (20%) of the current salary. The gratuity will increase two percent (2%) per year of service up to a maximum ~~of~~ *fifty*percent (50%).
- 17.02 Article 17.01 shall not apply to employees hired after October 12, 1978.
- 17.03 In the case of an employee who is on an unpaid medical leave of absence at the time of retirement and who is otherwise eligible for a gratuity under Article 17.01 and 17.02, "current salary" shall be deemed to mean the salary in effect at the time the employee was last actively employed, and "year of service" shall be deemed to exclude the said unpaid medical leave of absence.



## ARTICLE XVIII -VACATIONS

- 18.01 Full-time employees (ten and twelve month) shall earn annual vacation with pay in accordance with the following schedule:
- a) Employees with less than eight (8) full years of **continuous** service with the Board shall accrue 1.25 days of vacation for each complete month of service during the year, effective commencing in the first month of service.
  - b) Employees with eight (8) or more but less than nineteen (19) full years of continuous service with the Board shall accrue 1.67 days of vacation for each complete month of service during the year, effective commencing on the eighth anniversary date.
  - c) Employees with nineteen (19) or more but **less** than twenty-five (25) full years of continuous service with the Board shall accrue 2.08 days of vacation for each complete month of service during the year, effective commencing on the nineteenth anniversary date.
  - d) Employees with twenty-five (25) or more full years of continuous service with the Board shall accrue 2.50 days of vacation for each complete month of service during the year, effective commencing on the twenty-fifth anniversary date.
- 18.02 a) Vacation pay shall be calculated on the basis of the employee's standard work week and day at the applicable regular hourly rate of pay.
- b) Part-time employees (twelve month) shall earn vacation credits on a pro-rata basis, in the exact proportion that their regular weekly part-time assignment bears to 35 hours.
  - c) Employees on unpaid absence in excess of twenty (20) days of work during the calendar year shall receive vacation pay based on a pro-rata proportion of full vacation.

ARTICLE XVIII - VACATIONS (Continued)

18.03 a) Ten month full-time employees who do not take vacation in accordance with Article 18.05 or receive vacation pay prior to the end of May, shall receive vacation pay at the end of May of each year in accordance with Article 18.01.

b) Ten month part-time employees will receive vacation pay of 6, 8, 10 or 12% of their gross annual earnings at the end of May of each year based on the following schedule:

26 or more years continuous service	12%
20 to 25 years continuous service	10%
9 to 19 years continuous service	8%
1 to 8 years continuous service	6%
Less than 1 year continuous service	6%

18.04 Should a pay date fall during a full-time employee's scheduled vacation, the employee may have the option of receiving payment for that pay date immediately prior to taking such vacation leave provided the Payroll Department has been given at least four (4) weeks prior notice of the employee's scheduled vacation.

18.05 Vacation may be granted to all employees during the school year with the approval of the immediate supervisor.

18.06 Employees are entitled to utilize vacation credits as earned and not in advance, at such time as may be approved by the immediate supervisor.

18.07 A year for the purpose of this Article shall be defined as a twelve month period commencing and ending on the employee's anniversary of being hired.

18.08 An employee whose employment is terminated at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Should an employee die, his/her estate will be credited with the value of vacation credits owing him/her.

ARTICLE XIX - PAID HOLIDAYS

19.01 The paid holidays recognized by the Board for full-time and part-time twelve month employees are as undernoted:

New Year's Day	Labour Day
Heritage Day (if proclaimed as a statutory holiday and is a school holiday)	Thanksgiving Day
Family Day	Remembrance Day (if declared a school holiday or if a day in lieu of
Good Friday	is declared a school holiday by the Board)
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

plus any additional day or days allotted to the staff as a whole. Those employees who are employed on a school year basis shall receive the paid holidays listed above however, they shall not be eligible to receive payment for the Civic Holiday.

19.02 In order to qualify for paid holidays the employee must work **his/her** full scheduled work period immediately preceding and following the holiday, be on authorized vacation during this period, or be on authorized paid leave.

19.03 In the event that one of the said holidays should fall or be observed during an employee's vacation period, he/she will be granted an additional day's vacation for each such holiday in addition to **his/her** regular vacation time. It is understood and agreed that whenever any of the above-listed holidays, with the exception of Remembrance Day, falls on a Saturday or a Sunday, the Board shall designate some other day as a day *off* with pay.

**ARTICLE XX - HEALTH AND SAFETY**

- 20.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and with such promotion of safety and health as is deemed necessary.
- 20.02 Safety equipment required by the Ministry of Labour or the Board shall be supplied by the Board and must be used or worn where and when conditions demand.
- 20.03 Whereas the Board and the Union recognize their obligations under the Occupational Health and Safety Act and are parties to an agreement entitled "Guidelines for the Structure and Function of the CUPE Joint Occupational Health and Safety Committee", the Board and the Union agree to continue to participate in a Joint Health and Safety Committee.
- 20.04 Violence shall be defined as any incident in which an employee is assaulted, threatened or physically intimidated.
- 20.05 The CUPE Joint Occupational Health and Safety Committee shall concern itself with matters relating to violence, including receiving and reviewing reports of violence in the workplace. The Board agrees to have in place policies and procedures to deal with violence, including the prevention of violence and the management of violent situations.

ARTICLE XXI - SALARIES

21.01 The direct deposit payroll method will apply to bargaining unit employees.

21.02 The Board agrees to pay and the Union agrees to accept, for the term of this Agreement, the rates of pay for the salary levels outlined in Schedule "A" . Annual, monthly and weekly rates of pay **will** be pro-rated for part-time and ten (10) month staff.

ARTICLE XXII - GENERAL

- 22.01 In the event that the Board shall combine or separate any of its operations or functions on a regional or provincial level, the Board agrees to discuss the retention of seniority rights for all employees with the new employer,
- 22.02 Copies of this Agreement in a mutually agreed format will be issued to all employees. New employees will be given a copy of the contract on their date of hire by the Board. The cost of printing will be shared equally by the Board and the Union.
- 22.03 The Board shall notify the Union of all appeals and results of appeals regarding job evaluations, promotions, demotions, hirings, transfers, recalls, resignations, retirements, deaths, lay-offs, leaves of absence, or other terminations of employment, provided however that failure by the Board to do so shall not nullify or affect the validity of any such Board action.
- 22.04 The Union shall be provided semiannually, or as mutually agreed, with a mailing list of Union members' addresses, home telephone numbers and names.
- 22.05 The Union shall be provided on a monthly basis with a list of the names of active supply secretaries, whether or not they are on assignment at the time the list is provided.
- 22.06 The Board and the Union hereby confirm their agreement to participate in a joint committee on training, during the term of this Collective Agreement, expiring August 31, 2012. The mandate of the committee shall be to review the needs of the employees in the bargaining unit and the needs of the Board with respect to the training of such employees. The committee shall make recommendations to the Board.

The committee shall consist of three (3) representatives of the Union and shall have such resources and assistants as may be agreed to be necessary. The committee shall be established within thirty (30) days of ratification of the Collective Agreement and thereafter shall meet every two (2) months or as otherwise mutually agreed.

ARTICLE XXII – GENERAL (Continued)22.07 Personnel Files

An employee shall have reasonable access to review his/her personnel file, in the presence of an appropriate member of the Human Resources Department.

An employee may make a copy of any material contained in his/her personnel file.

An employee may request the removal of documents of a disciplinary nature from his/her personnel file. Such request shall be made in writing to the Director of Human Resources Support Services who shall review the request and render a decision in his or her sole discretion.

22.08 The Board shall provide all newly hired employees with such information regarding the Union as the Board and the Union may agree is appropriate.

**ARTICLE XXIII - PART-TIME EMPLOYEES ADDITIONAL HOURS LIST**

- 23.01 The Board shall maintain a "Part-Time Employee Additional Hours List". The said List shall contain the names of those employees in the bargaining unit who indicate in writing to the Co-ordinator of Employee Relations or designate the desire to work additional hours. The List shall include the employee's name, telephone number, classification and present location.
- 23.02 Part-time bargaining unit employees who make a request in accordance with paragraph 23.01 shall be included on the said List in order of seniority, regardless of when their request is made. Employees who have the same seniority date shall be listed in alphabetical order.
- 23.03 At the time an employee requests inclusion on the said List, the employee must select, from amongst the geographic areas designated as available by the Board, one or more geographic areas within which the employee wishes to accept additional assignments. Such employees shall then be placed on the sub-list for such designated geographic areas. Notwithstanding the employee's selection of a particular geographic area or areas, the Board may request an employee to work in another geographic area if required. Refusal to accept assignments outside the employee's designated geographic area will not jeopardize placement on the List.
- 23.04 It is the responsibility of each employee to notify the Co-ordinator of Employee Relations or designate of the Board, in writing, of any change of address or change of telephone number needed to contact the employee regarding additional assignments.



ARTICLE XXIII - PART-TIME EMPLOYEES ADDITIONAL HOURS LIST(Continued)

- 23.05 a) A part-time employee whose name has been included on the said List and who does not accept any additional hours assignment for a period of one complete academic year, shall be deemed to be removed from the List.
- b) An employee who is included on the List and who, because of illness, maternity or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for assignment, shall be retained on the List in an inactive status during the period of such unavailability for the remainder of the school year, provided that such employee must make himself/herself available for assignments during the school year following the commencement of the period of unavailability in order to be retained on the List. An employee becoming unavailable for such reasons shall inform the appropriate office in the Human Resources Services Department of the date of commencement of, and return from, the period of unavailability.
- c) On or about November 1<sup>st</sup> of each year the Board shall provide the Union with a copy of the said List currently in effect. Additions and deletions to/from the List will be provided to the Union on a monthly basis.

ARTICLE XXIV - NO DISCRIMINATION

- 24.01 Neither the Board, the Union nor the employees shall discriminate in their employment against any employee of the Board on any ground prohibited by the **Ontario Human Rights Code** or the **Ontario Labour Relations Act**.
- 24.02 The Board, the Union, and the employees recognize that an employee has the right to freedom from sexual harassment and any other form of harassment in the workplace prohibited by the Ontario Human Rights Code.

ARTICLE XXV - PROFESSIONAL DEVELOPMENT

25.01 There shall be a Professional Development Fund to which the Board shall contribute \$150 per year, per full-time equivalent active employee in this bargaining unit effective July 1, of each year. These funds shall be utilized for professional development activities approved by the Superintendent of Human Resources Support Services.

ARTICLE XXVI – JOINT MODIFIED WORK COMMITTEE

- 26.01 a) The parties agree to establish a Joint Modified Work Committee consisting of the employee, one member selected or appointed by the local Union, the employee's Supervisor or designate together with the Board's **W.S.I.B. Claims Officer** or designate, who shall act as the Committee Chair.
- b) The Board and the Union agree to work cooperatively to accommodate **ill** or injured employees in accordance with the Workplace Safety and Insurance Act, and the Ontario Human Rights Code.
- c) The Committee shall meet at such times as may be mutually agreed. All such authorized time spent in Committee meetings shall be in accordance with Article 4.02.

**ARTICLE XXVII - DURATION AND TERMINATION**

- 27.01 This Agreement shall continue in effect from September 1, 2008 to August 31, 2012 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other, in writing, not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 27.02 In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) days following notification of amendment as provided in the preceding paragraph or any longer period which may be mutually suitable.
- 27.03 This Agreement contains all the terms and conditions agreed upon by the Board and the Union and during the term of the Agreement, neither will be required to negotiate on any further matter affecting these terms and conditions or on any further subject not included in this Agreement.

## This Collective Agreement

Signed at Mississauga this 21st day of November, 2008.

FOR THE BOARD

FOR THE UNION

SCHEDULE "A"PEEL DISTRICT SCHOOL BOARDC.U.P.E. LOCAL 1628  
SALARY SCHEDULEEFFECTIVE SEPTEMBER 1, 2008Twelve (12) Month Schedule

<u>LEVEL</u>	<u>STEP 1 (Basic)</u>	<u>STEP 2 (6 Month)</u>	<u>STEP 3 (12 Month)</u>	<u>STEP 4 (24 Month)</u>
1	29,293 (563.33) 112.67 16.10	30,758 (591.50) 118.30 16.90	32,296 (621.08) 124.22 17.75	33,911 (652.13) 130.43 18.63
2	31,637 (608.40) 121.68 17.38	33,219 (638.83) 127.77 18.25	34,880 (670.77) 134.15 19.16	36,624 (704.31) 140.86 20.12
3	34,168 (657.08) 131.42 18.77	35,876 (689.92) 137.98 19.71	37,670 (724.42) 144.88 20.70	39,554 (760.65) 152.13 21.73
4	36,902 (709.65) 141.93 20.28	38,747 (745.13) 149.03 21.29	40,684 (782.38) 156.48 22.35	42,718 (821.50) 164.30 23.47
5	39,853 (766.40) 153.28 21.90	41,846 (804.73) 160.95 22.99	43,938 (844.96) 168.99 24.14	46,135 (887.21) 177.44 25.35
6	43,041 (827.71) 165.54 23.65	45,193 (869.10) 173.82 24.83	47,453 (912.56) 182.51 26.07	49,826 (958.19) 191.64 27.38
7	46,486 (893.96) 178.79 25.54	48,810 (938.65) 187.73 26.82	51,250 (985.58) 197.12 28.16	53,812 (1034.85) 206.97 29.57

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

HEAD SECRETARY FIELD OFFICE ALLOWANCE

Head Secretary Field Office shall be paid an allowance of \$2,575 per year, over and above the rate paid them pursuant to the salary schedule.

SALARY SCHEDULE NOTATION PAGE 57

SCHEDULE "APEEL DISTRICT SCHOOL BOARDC.U.P.E. LOCAL 1628  
SALARY SCHEDULEEFFECTIVE SEPTEMBER 1, 2009Twelve (12) Month Schedule

<u>LEVEL</u>	<u>STEP 1 (Basic)</u>		<u>STEP 2 (6 Month)</u>		<u>STEP 3 (12 Month)</u>		<u>STEP 4 (24 Month)</u>	
1	30,172	(580.23)	31,681	(609.25)	33,265	(639.71)	34,928	(671.69)
		116.05		121.85		127.94		134.34
		16.58		17.41		18.28		19.19
2	32,586	(626.65)	34,215	(657.98)	35,926	(690.88)	37,722	(725.42)
		125.33		131.60		138.18		145.08
		17.90		18.80		19.74		20.73
3	35,192	(676.77)	36,952	(710.62)	38,800	(746.15)	40,740	(783.46)
		135.35		142.12		149.23		156.69
		19.34		20.30		21.32		22.38
4	38,009	(730.94)	39,909	(767.48)	41,904	(805.85)	43,999	(846.13)
		146.19		153.50		161.17		169.23
		20.88		21.93		23.02		24.18
5	41,049	(789.40)	43,101	(828.87)	45,256	(870.31)	47,519	(913.83)
		157.88		165.77		174.06		182.77
		22.55		23.68		24.87		26.11
6	44,332	(852.54)	46,549	(895.17)	48,876	(939.92)	51,320	(986.92)
		170.51		179.03		187.98		197.38
		24.36		25.58		26.85		28.20
7	47,879	(920.75)	50,273	(966.79)	52,787	(1015.13)	55,426	(1065.88)
		184.15		193.36		203.03		213.18
		26.31		27.62		29.00		30.45

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

**HEAD SECRETARY FIELD OFFICE ALLOWANCE**

Head Secretary Field Office shall be paid an allowance of \$2,652 per year, over and above the rate paid them pursuant to the salary schedule.



SCHEDULE "A"PEEL DISTRICT SCHOOL BOARDC.U.P.E. LOCAL 1628  
SALARY SCHEDULEEFFECTIVE SEPTEMBER 1, 2010Twelve (12) Month Schedule

<u>LEVEL</u>	<u>STEP 1 (Basic)</u>	<u>STEP 2 (6 Month)</u>	<u>STEP 3 (12 Month)</u>	<u>STEP 4 (24 Month)</u>
1	31,077 (597.63) 119.53 17.08	32,631 (627.52) 125.50 17.93	34,263 (658.90) 131.78 18.83	35,976 (691.85) 138.37 19.77
2	33,564 (645.46) 129.09 18.44	35,242 (677.73) 135.55 19.36	37,004 (711.62) 142.32 20.33	38,854 (747.19) 149.44 21.35
3	36,249 (697.10) 139.42 19.92	38,061 (731.94) 146.39 20.91	39,964 (768.54) 153.71 21.96	41,962 (806.96) 161.39 23.06
4	39,149 (752.87) 150.57 21.51	41,106 (790.50) 158.10 22.59	43,161 (830.02) 166.00 23.71	45,319 (871.52) 174.30 24.90
5	42,279 (813.06) 162.61 23.23	44,393 (853.71) 170.74 24.39	46,613 (896.40) 179.28 25.61	48,944 (941.23) 188.25 26.89
6	45,663 (878.13) 175.63 25.09	47,946 (922.04) 184.41 26.34	50,343 (968.13) 193.63 27.66	52,860 (1016.54) 203.31 29.04
7	49,315 (948.37) 189.67 27.10	51,781 (995.79) 199.16 28.45	54,370 (1045.58) 209.12 29.87	57,089 (1097.87) 219.57 31.37

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

HEAD SECRETARY FIELD OFFICE ALLOWANCE

Head Secretary Field Office shall be paid an allowance of \$2,732 per year, over and above the rate paid them pursuant to the salary schedule.

SALARY SCHEDULE NOTATION PAGE 57

SCHEDULE "A"PEEL DISTRICT SCHOOL BOARDC.U.P.E. OCAI 1628  
SALARY SCHEDULEEFFECTIVE SEPTEMBER 1, 2011Twelve (12) Month Schedule

<u>LEVEL</u>	<u>STEP 1 (Basic)</u>		<u>STEP 2 (6 Month)</u>		<u>STEP 3 (12 Month)</u>		<u>STEP 4 (24 Month)</u>	
1	32,010	(615.58)	33,610	(646.35)	35,290	(678.65)	37,055	(712.60)
		123.12		129.27		135.73		142.52
		17.59		18.47		19.39		20.36
2	34,570	(664.81)	36,298	(698.04)	38,113	(732.94)	40,019	(769.60)
		132.96		139.61		146.59		153.92
		18.99		19.94		20.94		21.99
3	37,336	(718.00)	39,203	(753.90)	41,163	(791.60)	43,221	(831.17)
		143.60		150.78		158.32		166.23
		20.51		21.54		22.62		23.75
4	40,323	(775.44)	42,339	(814.21)	44,456	(854.92)	46,679	(897.67)
		155.09		162.84		170.98		179.53
		22.16		23.26		24.43		25.65
5	43,549	(837.48)	45,726	(879.35)	48,012	(923.31)	50,413	(969.48)
		167.50		175.87		184.66		193.90
		23.93		25.12		26.38		27.70
6	47,032	(904.46)	49,384	(949.69)	51,853	(997.17)	54,446	(1047.04)
		180.89		189.94		199.43		209.41
		25.84		27.13		28.49		29.92
7	50,795	(976.83)	53,335	(1025.67)	56,002	(1076.96)	58,802	(1130.81)
		195.37		205.13		215.39		226.16
		27.91		29.30		30.77		32.31

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

HEAD SECRETARY FIELD OFFICE ALLOWANCE

Head Secretary Field Office shall be paid an allowance of \$2,814 per year, over and above the rate paid them pursuant to the salary schedule.

## SALARY SCHEDULE NOTATION

## 1. TEMPORARY EMPLOYEES

'Temporary employees' or 'temporary personnel' as defined in Article 1.06 shall be paid according to the following schedule during the first fifteen (15) continuous days worked.

September 1, 2008	\$16.10/hr.
September 1, 2009	\$16.58/hr.
September 1, 2010	\$17.08/hr.
September 1, 2011	\$17.59/hr.

Such employees shall be paid at the Step 1 - Start rate for the applicable Level upon completion of fifteen (15) continuous days worked in the temporary assignment, and such higher rate of pay shall then apply retroactively to the first day of the temporary assignment. Such employees shall progress to the six (6) month, twelve (12) month, and twenty-four (24) month rates, if they work continuously in the temporary assignment for the requisite period of time. This provision applies equally to regular part-time employees who accept a temporary, supplementary assignment in a school or department other than the employee's regular school or department. Such employee's regular rate of pay shall apply if they accept a temporary, supplementary assignment in their own school or department.

## 2. ASSISTANT HEAD SECRETARY, SECONDARY- ALLOWANCE

Secretaries designated by a principal as Assistant Head Secretary - Secondary shall be paid an allowance, over and above the rate paid them pursuant to the salary schedule. The allowance shall be paid according to the following schedule:

September 1, 2008	\$1,854 per year
September 1, 2009	\$1,910 per year
September 1, 2010	\$1,967 per year
September 1, 2011	\$2,026 per year

Unless there are extenuating circumstances, the Assistant Head Secretary will assume the role of "Acting Head Secretary" in the absence of the Head Secretary.

LETTERS OF INTENT

- 1) This will confirm the Board's intention to provide a copy of its Leaves Policy to all bargaining unit members when a change is made, and to new hires.
- 2) It is understood that the Board will continue to provide any benefits which are superior to those contained in the collective agreement, which it currently provides to incumbent employees affected in the Human Resources Services Department, so long as they remain in the affected position held on July 1, 1989. The current incumbent is:

Diane Skinner

- 3) It is understood that the Board will continue to provide any benefits which are superior to those contained in the collective agreement, which it currently provides to incumbent employees affected in the Human Resources Support Services Department, so long as they remain in the affected position held on February 4, 2004. The current incumbent is:

Linda Chlon

**LETTER OF INTENT**

**Re: School Budget Procedures**

At recent collective bargaining negotiations, the Union raised concerns with respect to school budget procedures. The parties agreed to refer these issues to the Labour/Management Committee.

LETTER OF INTENT

Re: Information

During recent collective bargaining negotiations, the parties discussed issues with respect to the flow of information to the Union and the use of technology to enhance the notification process to members of the bargaining unit.

The parties agreed to refer these issues to the President and Chief Steward of the Union, and the Manager of Employee Relations & HRIS and the Coordinator of Support Staff Services for discussion.

LETTER OF INTENT

Re: Lay-Off Procedure

During recent collective bargaining negotiations, the parties discussed issues with respect to timelines for notification of excess to location during the Spring staffing process.

**The** parties agreed to refer these issues to the President and Chief Steward of the Union, and the Manager of Employee Relations & HRIS and the Coordinator of Support Staff Services to establish timelines for notification to occur as early **as** possible.

LETTER OF INTENTRe: Job Posting Process

At recent collective bargaining negotiations, concerns were raised with respect to the job posting process. The parties agree to establish a Committee comprised of three (3) representatives of the Board and three (3) representatives of the Union, plus appropriate resources, to meet and discuss these concerns. The parties agree that they would research effective strategies and practices regarding job posting protocols with the assistance of external resources. The parties further agree that the selection of external resources will be through mutual agreement and the costs will be shared equally between the parties. The Committee will hold its first meeting no later than October 2005.



**LETTER OF INTENT**

**Re: Administering Medication to Students**

At recent collective bargaining negotiations, concerns were raised with respect to administering medication to students. The parties agree to establish a Committee comprised of three (3) representatives of the Board and three (3) representatives of the Union, plus appropriate resources, to meet and discuss these concerns. The Committee will include in its discussions the impact on job descriptions and job evaluation, and the issue of liability.

LETTER OF UNDERSTANDINGRe: Supply Secretaries

At recent collective bargaining negotiations, the issue of supply secretaries was discussed. When a supply secretary is required by the Board, the following process will be used while secretaries are on the recall list.

1. Part-time staff will be considered first to do supply work at their own location.
2. Other than the above circumstances, any supply work will first be offered to secretarial staff on the recall list.
3. If no one is available from the recall list, locations will be advised to contact staff on the Permanent Part-time list. This list contains the names of permanent part-time secretarial staff who are looking for additional work.
4. If no one is available from this Permanent Part-time list, then the Casual Supply list may be used to obtain temporary help.
5. Upon the expiration of recall rights and the termination of their employment, individuals may apply to the Board to be added to the Casual Supply list and upon application shall be added to the list.
6. In order to be eligible for work under this Letter of Understanding, employees or individuals on the Casual Supply list must be qualified to perform the work available.

LETTER OF UNDERSTANDINGRe: Additional Hours

When there is a need for additional hours to be worked, the following process will be used:

1. Part-time staff will be considered first to do supply work at their own location.
2. Other than the above circumstances, any supply work will first be offered to secretarial staff on the recall list.
3. If no one is available from the recall list, locations will be advised to contact staff on the Permanent Part-time list. This list contains the names of permanent part-time secretarial staff who are looking for additional work.
4. If no one is available from this Permanent Part-time list, and if it's either July or August, locations must call the Human Resources Department to see if any full-time ten-month staff have requested additional summer hours.
5. If no one is available from any of the above categories, the Casual Supply list may be used to obtain temporary help.
6. Upon the expiration of recall rights and the termination of their employment, individuals may apply to the board to be added to the Casual Supply list and upon application shall be added to the list.
7. In order to be eligible for work under this Letter of Understanding, employees or individuals on the Casual Supply list must be qualified to perform the work available.

LETTER OF UNDERSTANDINGRE: PROFESSIONAL DEVELOPMENT ALLOCATION

The Board will receive, in 2008-09, a one-time projected allocation of \$1,244,718 for professional development and training for support workers. The proportionate share of money for CUPE Local 1628 as provided by the Ministry of Education (approximately \$250,000) will be **used** to support the professional development of CUPE Local 1628 members in 2008-09 and/or 2009-10. It is understood that the total amount used for professional development activities for members of CUPE Local 1628 shall not exceed the Union's proportionate share of the fund provided by the Ministry of Education.

The parties agreed to establish a Joint Professional Development and Training Committee comprised of up to three (3) representatives of the Union including the President of the Union, and up to three (3) representatives of the Board including the Director of Human Resources Support Services, plus appropriate resources. The Committee will commence its deliberations no later than sixty (60) days following the date of ratification. The Board agrees that the Union will not be charged for Union time under Article 4.02 for time spent at the Committee by the up to three (3) Union representatives.

The Committee will be responsible for reviewing and determining the professional development and training for CUPE Local 1628 members for this one-time allocation.

LETTER OF UNDERSTANDINGRE: GROUP BENEFITS AND OTHER WORKING CONDITIONS

The Board will receive, effective in 2010-11, an additional annual projected allocation of \$2,358,640 to enhance group benefits and other working conditions. CUPE Local 1628's share of the Board's allocation (approximately \$120,000) shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements.

The parties agree to establish a Joint Benefits and Other Working Conditions Committee comprised of up to three (3) representatives of the Union and up to three (3) representatives of the Board, plus appropriate resources. The Committee will commence its deliberations no later than sixty (60) days following the date of ratification. The Board agrees that the Union will not be charged for Union time under Article 4.02 for time spent at the committee by the up to three (3) Union representatives.

The committee shall be responsible for reviewing and determining the group benefits and other working conditions enhancements to be applied to CUPE Local 1628 for implementation by September 1, 2010. Subject to the Union's proportionate share, the priorities of CUPE Local 1628 are an increase in the Vision care plan to \$500 every 2 years inclusive of eye examinations, and an increase in the Hearing plan to \$2000 every 5 years. It is understood that the total amount used for group benefits and other working conditions enhancements shall not exceed the Union's proportionate share of the fund provided by the Ministry of Education.

LETTER OF UNDERSTANDINGRE: STAFFING ; ENHANCEMENT FOR 2009-10ICE: STAFF ELEMENTARY SCHOOL SECRETARY

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 funding for Office Support Staff in elementary schools through the elementary component of the School Foundation Grant;

WHEREAS the Government will require that this funding enhancement be used, in 2009-10, in the manner described below;

Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to the value of the Board's share (approximately \$1.2 million), in the following order:

- 1) Offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- 2) Use all remaining funds to ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an Office Staff person working 35 hours/week; and/or hire additional unionized Board employed Elementary School Office Support Staff in 2009-10.

The Board shall share the financial analysis and calculations of this allocation with the Union. For information purposes only, the full-time equivalent (f.t.e.) for CUPE Local 1628 as of May 27<sup>th</sup>, 2008 was 775.70.

The parties agree to establish a Joint Staffing Funding Enhancement Committee comprised of up to three (3) representatives of the Union including the President of the Union and up to three (3) representatives of the Board including the Director of Human Resources Support Services, plus appropriate resources. The Committee will commence its deliberations no later than sixty (60) days following the date of ratification. The Board agrees that the Union will not be charged for Union time under Article 4.02 for time spent at the Committee by the up to three (3) Union representatives.

The Committee shall be responsible for reviewing and determining the staffing funding enhancements in paragraph 2) above. One of the priorities for the Committee will be to review single secretary schools (elementary). It is understood that the total amount used for the staffing funding enhancements shall not exceed the Board's share of this new allocation.

## LETTER OF UNDERSTANDING

### RE: OMERS CONTRIBUTORY EARNINGS

The parties agreed that this Letter of Understanding is for information purposes only and is not grievable.

As a reference for employees, the parties have agreed to include the definition of contributory earnings under the OMERS Pension Plan, as amended from time to time. For more information, employees may access the OMERS website at [www.omers.com](http://www.omers.com).

#### Definition of contributory Earnings:

Contributory earnings must include all regular recurring earnings for all plan members including the following:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (for example, flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;

- stand-by **pay/call-in** pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal **job**
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for **costs** (for example, educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service **is** extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.



LETTER OF UNDERSTANDINGRE: ENHANCEMENTS ARISING FROM  
OTHER EDUCATION SUPPORT WORKERS PDT AGREEMENTS

The Government has made a commitment that School Boards and Local Unions would not receive amounts proportionately less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and CUPE have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

## LETTER OF UNDERSTANDING

between

**PEEL BOARD OF EDUCATION**  
(hereinafter referred to as the 'Board')

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1628**  
(hereinafter referred to as the 'Union')

The Board and the Union hereby agree to the following process when Union members are performing non-union acting positions:

1. The Human Resources Services Department will inform the Union of the Acting assignment;
2. In the event that a temporary vacancy occurs in a job that the Board intends to fill as a result of the acting assignment, it shall be posted in accordance with the Collective Agreement
3. After two (2) years in the non-union acting position, the Union member will return to their bargaining unit position or resign their bargaining unit position;
4. If the Union member chooses to give up their bargaining unit position, union dues will be terminated and the employee will cease to be a member of Cupe 1628 and their bargaining unit position will be posted;
5. The two years may be extended, for exceptional circumstances, with the mutual agreement of the Board and the Union.
6. It is understood that all Union members currently in non-union acting assignments will be subject to the above provisions but with the two year provision commencing with the effective date of the signing of this Letter of Understanding.

Signed at Mississauga, this 3rd day of September, 1996.

**FOR THE BOARD**

*[Handwritten signature]*  
*[Handwritten signature]*

**FOR THE UNION**

*[Handwritten signature]*  
*[Handwritten signature]*



5650 Hurontario Street, Mississauga, Ontario L5R 1C6

### HUMAN RESOURCES SUPPORT SERVICES

To: Principals  
Superintendents/Controllers

Re: C.U.P.E. Local 1628 – Secretarial and Clerical Employees

This memo was written in response to concerns raised by the Secretarial and Clerical Union. The following is a clarification regarding certain working conditions:

1. Any banking done by Board employees, with respect to Board business, is part of the employee's normal work and time should be provided during the normal work day for this purpose.
2. If employees are required to deposit correspondence in the mail, sufficient time should be provided during the normal working day for this purpose.
3. Secretarial and clerical employees are not expected or required to transport students in their personal vehicles.
4. Secretarial and clerical employees are not expected or required to administer medication to pupils.
5. Secretarial and clerical employees are not expected or required to identify or check pupils who are suspected of being infested with pediculosis (head lice).

If you have any questions or require clarification with respect to these matters, reference may be made to Board Policies and Operating Procedures, or contact the undersigned.

Judith Nyman  
Associate Director  
Instructional Support Services

Marty Fowler  
Director of Human Resources  
Support Services

October 29, 1991  
Updated October 2, 1996  
Updated December 4, 2003

LETTER OF UNDERSTANDING

During recent collective bargaining negotiations, the parties agreed as follows:

1. The parties agreed that the current incumbent in the position of Secretary to the Controller of Learning Technologies Support Services, Catherine Car, shall remain a member of C.U.P.E. Local 1628. Any future incumbents in this position shall be excluded from the Union in accordance with Article 3.01.
2. The parties agreed that for the Christmas Shutdown period make-up time shall be in accordance with Article 13.03 and 13.07.



5650 Hurontario Street, Mississauga, Ontario L5R 1C6

January 22, 2003

To: Principals & Vice-Principals

Re: CUPE 1628 (Secretarial/Clerical) Streamlining Committee

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As part of the last contract negotiated with CUPE 1628, a letter of intent was signed to establish a joint Streamlining Committee. The mandate of the committee was to discuss issues regarding secretarial/clerical resources, workload and overtime. We recognize that the lack of ministry funding has caused overload for all of our employee groups, including Principals and Vice-Principals. We think it is important that we all continue to work together to improve situations where possible. Many of the issues discussed during the Committee's deliberations can be addressed by continuing to focus on positive communication, relationship building, and effective and efficient office practice. The following suggestions were made ~~at~~ the Committee and it would be appreciated if you would consider these as they relate to your school:

1. **Office team meetings**

Managing the pace and flow of the office workload is important. In office team meetings, workload issues can be discussed and priorities set. Our secretaries feel empowered when they have an opportunity to participate in workload planning. These meetings should also enhance communication and relationships.

2. **Email**

We know that we are working towards the implementation of IT2007 and that, until we reach a point on the continuum when every teacher has ready computer access, email streamlining is challenging in some sites. Where possible, if all staff can receive email directly, rather than through the secretary, this will save secretarial time.

3. **Personal Messages**

The cost of installing voice mail systems (about \$6,000.00) is prohibitive for most elementary schools. Taking messages of a personal nature for staff is time consuming. It would be appreciated if you would consider other arrangements for the receiving of personal messages (e.g. use of answering machines to record such messages, etc.).

#### 4. PAM System/Attendance

Some secretaries are being asked to arrange coverage when occasional teachers are unavailable. This is the Administrator's responsibility and should not be delegated to the secretary. In addition, teachers are responsible for calling in their own absences, rather than secretaries being asked to do so. Teachers should also be responsible for calling parents to question extensive student absences, as part of ongoing teacher/parent communication.

#### 5. Bussing

Secretaries are currently involved in some of the routine aspects of bussing follow up. It would be appreciated if you would continue to let secretaries know that this is a shared responsibility with administration and to assist them in dealing with difficult problem solving, upset parents, etc.

#### 6. School Council Membership

Many secretaries are volunteering to serve as the non-teaching staff representative on School Councils which is very positive. In some instances, because they are the school secretary, they are being asked to serve as the Council secretary, as well. The secretarial function could be performed by any member of Council.

#### 7. Fire Drills

Administrators and Custodians have the primary responsibility for Fire Drills and calling the Fire Department.

#### 8. Supervision of Students

Students who become ill during the day are routinely sent to the office to wait, under secretarial supervision, until a parent can come to pick them up. Students who must be in the office for disciplinary reasons should be supervised by administrators or a teacher in charge. When the administrators are out of the school, a contingency plan for this supervision must be in place (e.g. teacher in charge classroom, under supervision of a teaching assistant, etc.).

#### 9. Staff Meeting Minutes

The transcription of minutes can be a very time consuming activity. If minutes are necessary perhaps they could be summative in nature or recorded by individuals on a rotating basis.

## 10. Setting Up Parent/Teacher Interviews

Teachers can expedite these arrangements by holding a brief meeting to coordinate families' interviews by using input from parents through a returned form and SIS generated sibling lists.

## 11. Administering Medication

The current CUPE 1628 collective agreement and Operating Procedure Special Education Program Services #8 state that secretaries are not required to administer medication. A school based plan should be developed in accordance with this Operating Procedure.

## 12. Photocopying/Faxing

It would be appreciated if personal or program related copying/faxing be done by the staff member responsible, rather than the secretary.

## 13. Banking

It was raised that a number of secondary schools use Brinks (or similar security companies) to pick up deposits and deliver them to the banks. There is a minimal charge (approx. \$28.00) per pick up. This would save time and money (i.e. cost of secretary being out of the school to do banking).

## 14. Overtime

The issue of secretarial overtime was discussed by the Committee and additional information will be forwarded to you under separate cover.

## 15. Training

The issue of training was raised in the following areas:

- Budget
  - Training for new and inexperienced staff
  - F.I.S. and accounting skills
  - Development of a Budget manual and Guidelines
- Use of Technology - In-service for permanent and supply staff

Although there are several training initiatives currently under way, these training issues will be further discussed through the Joint Training Committee.

We expect that many of these suggestions are already a part of your office practices.

Thank you for taking the time to review and consider these suggestions as they have been raised in an effort to alleviate some of the secretarial/clerical workload concerns.

Judith Nyman  
Associate Director  
Instructional Support Services

Marty Fowler  
Director of Human Resources  
Support Services

Pam Tomasevic  
President  
PPVPA

Mike DeAngelis  
Chair  
PASSP

cc: Superintendents of Education  
School Secretaries



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