



## **Collective Agreement**

**Between**

**The Thames Valley District School Board**

**and**

**Canadian Union of Public Employees**

**CUPE 4222A**

**Term of Agreement:**

**2000 January 01**

**to**

**2001 December 31**



**"Our Students, Our Future"**

## TABLE OF CONTENTS

Article No.	Title	Page Number
	Purpose	5
1	Recognition	6
2	Management Rights	6
3	No Discrimination	7
4	Union Security, Membership And Dues	7
5	Union Representation	8
6	Seniority	10
7	Lay-off & Redundancy	13
8	Recall from lay-off	14
9	No strike or lockout	15
10	Grievances	15
11	Arbitration	17
12	Discharge, Suspension & Discipline	18
13	Job Vacancies	20
14	New Job Classifications and Job Evaluation	23
15	Hours of Work	24
16	Overtime	27
17	Paid Holidays	29
18	Vacations	30
19	Sick Leave, Retirement gratuity	32
20	Retirement	33
21	Leave of Absence	33
22	Pregnancy / Parental leaves	41
23	Workers' Safety And Insurance Board Benefits	42
24	Floater Custodians	43
25	Technological Change	44
26	General	45
27	Group R.R.S.P. Severance Fund	47
28	Term of Agreement	47
29	Benefits	48
30	Bulletin Boards	50
31	Amalgamation	50
32	Students	50
33	Personal Vehicle use	51
34	Payment of wages	51

35	Temporary Employees	52
36	Uniforms	52
37	Training/Professional Development	53
38	Pay Equity	54
39	Harmonization	54
	Signatures	55
	Schedule A	56
	A1 Custodians	56
	A2 Maintenance/Technical Services	57
	A3 Information Technology/Media Services	58
	A4 Printing Services	59
	A5 Bus Drivers	59
	A6 Miscellaneous	59
	Summary of Schedule A- Base Hourly Rates	60
	Schedule B	62
	Elementary Buildings - Square Footage	62
	Secondary Buildings - Square Footage	67
	Miscellaneous Buildings - Square Footage	68
	Appendix A (Gratuities)	69
	Appendix B ( Benefits)	75
	Letter of Understanding # 1	76
	Letter of Understanding # 2	76
	Letter of Understanding # 3	76

## **PURPOSE**

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union, to secure prompt disposition of grievances, to secure the efficient operations of the Employer's business without interruption or interference with work and to provide wages, hours, benefits and working conditions for the employees. It is recognized by this agreement to be the duty of the Employer, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.

## **ARTICLE 1 - RECOGNITION**

1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 4222A as the sole and exclusive collective bargaining agent of all employees of the Employer engaged in Custodial/Maintenance/Warehouse services, Bus Drivers, Printing and Technicians, save and except persons hired during construction periods, students employed during the vacation period, Assistant Supervisors, persons above the rank of Assistant Supervisor or Supervisors and Technical Personnel listed below:

Telecommunications Specialist  
Project Specialist  
LAN Specialist  
Systems Operating Specialist  
Systems Integration Specialist I  
Training Coordinator - Computer Services  
WAN Specialist  
Intranet Specialist  
Database Specialist  
CEC Group Leader

as well as all other employees covered by another certification or current employees covered by another recognized employee group.

1.02 For the purposes of this agreement persons who are employed for 24 hours or more per week shall be considered full-time employees. For the purposes of this agreement persons who are employed for less than 24 hours per week shall be considered as part-time employees.

The parties mutually agree to exceptions as they arise.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, layoff, suspend and rehire employees and to discipline or discharge an employee for just cause;

(c) make, enforce and alter from time to time rules and regulations to be observed by the employees. When such rules and regulations are instituted or altered the Employer shall provide a copy to the Union and shall concurrently inform all the affected employees ten (10) working days prior to the effective date.

2.02 The Employer agrees that these rights shall be executed in a manner consistent with the terms and provisions of this Agreement and shall be subject to the right of the employee and/or the Union to lodge a grievance as set forth herein.

2.03 The Union recognizes that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary employees.

2.04 All past practices and policies of the four (4) predecessor Boards which are not explicitly included in this agreement are hereby rescinded.

2.05 The Union shall be provided with a copy of all written Policies and Procedures that may impact on the Bargaining Unit.

### **ARTICLE 3 - NO DISCRIMINATION**

3.01 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or handicaps as those terms are defined in the Ontario Human Rights Code and any other relevant legislation.

### **ARTICLE 4 - UNION SECURITY, MEMBERSHIP AND DUES**

4.01 Each employee in the bargaining unit shall as a condition of Employment, become and remain a member of the Union.

4.02 On each pay the Employer will deduct from the pay of each employee who is covered by this Agreement, Union dues as specified in writing by the Union. The Employer shall also deduct any initiation or assessment levies in accordance with the Union's written instructions. In all cases, the Union shall notify the Employer in writing at least thirty (30) calendar days in advance of any changes to the amount of Union dues or levies to be deducted.

4.03 All dues so deducted shall be remitted to CUPE Local 4222, by electronic transfer when feasible, not later than the 10<sup>th</sup> of the month following the month in which such deductions are made together with a list of the names

of all employees from whose pay the dues were so deducted (dues/levies/assessment/initiation fees), total regular wages for the period being remitted, the amount deducted, the employee location and employment status. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

## **ARTICLE 5 - UNION REPRESENTATION**

5.01 The Employer recognizes the following committees of employees for the respective purposes shown:

**The Bargaining Committee:** consisting of not more than seven (7) employees, who are members of Unit A and not more than five (5) employees who are members of Unit B for the purpose of negotiating this Agreement and its renewal. The Union may have up to an additional three (3) delegates from Unit A and one (1) additional delegate from Unit B whose salaries shall be paid for by the Union. Negotiations shall be held at a neutral location unless mutually agreed upon by both parties.

**The Labour Management Committee:** consisting of not more than seven (7) employees and not more than seven (7) representatives of the Employer for the purpose of improving communications between the parties and discussing matters of mutual concern. This committee shall hold monthly meetings on dates set out at the beginning of each school year. The Union and the Employer will exchange agendas of matters for discussion seven (7) calendar days before each regular meeting of the committee. The committee will also meet at any other mutually agreeable time to discuss urgent matters.

**The Union Grievance Committee:** consisting of not more than four (4) employees one of which shall be the Chief Steward, for the purpose of processing grievances in accordance with the Grievance Procedure provided for in this agreement. The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties.

**The Joint Health and Safety Committee:** consisting of up to eight (8) Union members representing all three CUPE bargaining units and up to eight (8) employer representatives shall be established. The health and safety committee shall hold meetings as required by legislation or as determined by

the joint committee for the purpose of considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The terms of reference shall be established by the Joint Health and Safety Committee and shall be reviewed from time to time as circumstances dictate.

**Early and Safe Return to Work Committee:** a joint committee consisting of not more than seven (7) employees and not more than seven (7) representatives of the Employer shall be established. The purpose of the committee will be to establish and implement an Early and Safe Return to Work Program and terms of reference to govern the committee. The program will provide fair and consistent practices for accommodating employees who have been ill, injured or disabled, regardless of cause, to enable an early and safe return to work. The terms of reference for the committee will clarify the employment opportunities for these employees, based upon the capabilities of the employees and to establish jobs to which they may return or modify the worker's existing jobs or other jobs deemed fit to comply with their capabilities. The terms of reference shall be established by the Early and Safe Return to Work Committee and shall be reviewed from time to time as circumstances dictate.

**The Job Evaluation Committee:** the job evaluation committee shall consist of up to nine (9) representatives of the Employer and up to nine (9) representatives of the employee group for the purpose of:

- (a) evaluating jobs according to the joint job evaluation plan;
- (b) reviewing submissions made as the result of the employer designating a new job classification covered by this agreement;
- (c) reviewing submissions made as result of any significant change in the duties or responsibilities of a job classification;
- (d) ongoing maintenance of pay equity; and making appropriate recommendations according to the procedures established in the agreed upon Terms of Reference. The Employer and the Union will have no more than five (5) voting members on the Committee, with additional representatives serving in the role(s) of alternate, Chairperson, note-taker, liaison as agreed upon in the Terms of Reference.

**Redeployment Committee:** In the event of reorganization or reduction resulting in the permanent redundancy of position(s) within the bargaining unit, the parties will discuss whether the situation warrants the



establishment of a Redeployment committee. Where it is decided that the establishment of a committee would be appropriate, such a committee shall be established not later than two (2) weeks after the notice of job elimination is given to the Union. The Committee shall consist of no more than four (4) representatives from each party. The mandate of the committee will be to identify potential alternatives to the position elimination, identify vacant positions or positions which may become vacant within a determined time period, identify retraining needs of affected employees, and make recommendations to the Employer.

- 5.02 The Employer will pay each employee who is on any of the committees in Article 5.01 at their regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer.
- 5.03 The Employer will not be required to recognize or deal with employees on any of the committees in Article 5.01 unless the Union has previously notified the Employer in writing of the names of such employees and the committees of which they are members, from time to time.
- 5.04 No employee shall leave work to investigate or process grievances in accordance with the Grievance Procedure in this Agreement or to attend meetings with the Employer as a member of any of the committees in Article 5.01 without the prior consent of the Executive Superintendent of Human Resource Services or designate, which consent shall not be unreasonably withheld. No employee shall leave work on Union business, other than as hereinbefore provided, without the prior consent of the Executive Superintendent of Human Resource Services or designate, which consent shall not be unreasonably withheld.
- 5.05 A representative of the National Union and/or the President of the Local Union may attend meetings of any of the committees in Article 5.01. It is understood that they do not have any voting privileges where voting on issues is a requirement.
- 5.06 All routine correspondence between the two parties (except for grievance handling) shall pass between the appropriate Manager of Human Resource Services and the Corresponding Secretary or Local President with a copy of all such correspondence to the Executive Superintendent of Human Resource Services.
- 5.07 Should an employee be called to a meeting with the Employer and during the conversation finds that the discussion concerns his/her work performance, the employee may request to be joined by a co-worker before the meeting proceeds any further.

5.08 Leave of absence with pay and without loss of seniority shall be granted to not more than five (5) employees elected or appointed to represent the Union at Union functions, conventions, conferences, or educational seminars. Such time shall not exceed a total of forty (40) working days in one school year.

## **ARTICLE 6 - SENIORITY**

6.01 (a) Seniority is defined as length of continuous permanent service within the bargaining unit and predecessor bargaining units since an employee's most recent date of hire with the amalgamated Boards or the Thames Valley District School Board.

(b) An employee coming into the Bargaining Unit after the date of ratification shall be considered a probationary employee until the employee has completed ninety (90) calendar days (or such extensions as agreed by the employer and the Union) after which the employee's name shall be placed on the seniority list mentioned in 6.02 below and his/her seniority shall date back to the date the employee entered the bargaining unit on a permanent basis. Probationary employees are entitled to all rights and provisions of this agreement unless otherwise specified. The parties recognize that a lesser standard of just cause (basic procedural fairness) applies to termination of probationary employees.

(c) Employees accumulate seniority as if they were full-time employees.

6.02 The employer will prepare a seniority list of all the employees in the Bargaining Unit by order of Seniority and indicating the name, position title, seniority date, work location/department and employment status (Full-time or Part-Time).

In case of equal seniority, the ranking will be established by lottery and witnessed by the Union. This ranking will be of a permanent nature.

6.03 The Employer will update the seniority list and post copies of the revised list on all CUPE bulletin boards on January 30<sup>th</sup> and September 30<sup>th</sup> of each year during the term of this agreement. Any concerns with respect to the accuracy of the seniority list have to be submitted to Human Resource Services within twenty-one (21) calendar days of the posting otherwise the list shall be deemed to be accurate.

- 6.04 The Union will be provided with a copy of the seniority list referred to in (6.02) above as well as a current list of names and addresses of all employees in the bargaining unit unless prevented by any applicable legislation.
- 6.05 All seniority rights of an employee shall cease and the employee's employment shall be deemed to be terminated for the following reasons:
- (a) The employee resigns.
  - (b) The employee is discharged and not reinstated through the Grievance or Arbitration procedures.
  - (c) The employee fails to return from leave of absence, or other approved absence, without notifying the Employer at least 24 hours prior to the date of the expiry of the leave, provided such notification is reasonably possible.
  - (d) The employee is absent from work without permission for more than three consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control.
  - (e) The employee fails to report for work after a lay-off within seven (7) calendar days after receiving notice of recall by registered mail to the last address of the employee of which the Employer has record or on the recall date whichever is the later, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the employee's control. An employee is responsible for advising the Employer in writing of any address change while on lay-off.
  - (f) The employee is laid off for a period longer than thirty (30) consecutive months.
  - (g) The employee retires.
- 6.06 An employee who is absent from work due to illness, accident or approved leave of absence without pay other than as stipulated in 6.08, shall continue to accumulate seniority during the period of such absence for a period not exceeding twenty-four (24) consecutive months.
- 6.07 Former Bargaining Unit members with the Predecessor Boards who have accepted a transfer outside of their respective bargaining unit and who at a later date return to the Bargaining Unit as the result of a permanent vacancy left unfilled after completion of the posting process will, after successful

completion of their trial period, be credited with 50% of the seniority they had accumulated prior to leaving the Bargaining Unit. It is understood that there is no seniority accumulation for the period that they were outside of the Bargaining Unit.

Members of the Bargaining Unit who after 1998 November 18 accept a position outside of the Bargaining Unit may return to the Bargaining Unit without loss of seniority for a period of twelve (12) months only.

No employee shall be transferred outside of the Bargaining Unit without their consent.

6.08 CUPE 4222A members who accept a transfer to other units of CUPE 4222 and who at a later date return to Unit A as the result of a permanent vacancy left unfilled after completion of the posting process will, after successful completion of their trial period, be credited with all seniority accrued within Local 4222.

6.09 Notwithstanding Article 13, the parties agree that an employee covered by this agreement who is no longer able to perform the regular duties of their position due to physical limitations supported by medical documentation, shall be given preference to vacant positions as determined by the parties through the Early and Safe Return to Work Committee. It is further understood that the terms of reference for the Early and Safe Return to Work Committee will provide for the accommodation of employees that have not been absent from work.

#### **ARTICLE 7 - LAYOFF/ REDUNDANCY**

7.01 (a) A redundancy occurs when a position in the bargaining unit is eliminated totally or the number of hours of work of a position are reduced.

(b) A layoff occurs when an employee is removed from the payroll due to the fact that their seniority and/or qualifications do not allow them to fill any positions which may be available in the bargaining unit, or chooses not to exercise their bumping rights.

7.02 (a) Where there is a redundancy of a position in a classification, the affected employee(s) may accept the redundancy or may use their general seniority to displace the least senior employee in the same department, in the same or lower classification with equivalent hours as long as they have the skill, ability and qualifications to do the job. The displacement process within the department will be in accordance with the following steps:

- (i) in the same location;
    - (ii) in the same former board boundaries;
    - (iii) board wide.
  - (b) The resulting redundant employee from 7.02 (a) above may use their general seniority to displace the least senior employee in any department in the bargaining unit for which they have the skill, ability and qualifications to do the job in accordance with 7.03 below or accept a position with less hours or accept a lay-off.
- 7.03 It is understood that no employee can displace an employee in a higher rate of pay or more hours than their own.
- 7.04 No full-time employee in the bargaining unit shall be declared redundant or laid off by reason of their duties being assigned to one or more part-time employees.
- 7.05 Temporary employees shall be the first to be laid off in departments where redundancies occur provided that the permanent employee(s) possess the skill, ability and qualifications to perform the available work or could become qualified within a short period of time.
- 7.06 Should it become necessary to declare a position(s) redundant resulting in the displacement or layoff of employees, the Employer will meet with the Union to review the displacement process prior to notifying affected employees. Employees who are to be laid off as a result of a redundancy will be notified in writing not less than twenty (20) working days prior to the effective lay-off date or as provided by the Employment Standards Act whichever is the greater before the layoff date is executed.
- 7.07 Notwithstanding any other provision in this agreement up to seven (7) bargaining unit officers of the Union, shall be the last to be laid off from the Bargaining Unit.
- 7.08 A grievance concerning the application of this Article may be taken up at step 2 of the Grievance Procedure.

## **ARTICLE 8 - RECALL FROM LAY-OFF**

- 8.01 Employees laid off shall be recalled in order of seniority provided such employee(s) has the skill, ability and qualifications to do the work in question.
- 8.02 Laid off employees shall retain their right of recall to the Bargaining Unit for a period of thirty (30) months.
- 8.03 Employees recalled for work of a temporary nature may decline the recall without loss of seniority or recall rights. The employer shall then contact the next laid off employee and offering the temporary assignment and so on down the list until all laid off employees from the bargaining unit have had the opportunity for the temporary assignment. It is understood as per 8.01 above that the employees must have the skill, ability and qualifications to do the work in question in order to be recalled for the temporary assignment.
- 8.04 An employee shall have the right to refuse a recall without loss of recall rights, if the work location is outside the employee's former Board boundaries and farther than 30 km. from the employee's home or if the position recalled for is not from the employee's recognized department. In such cases seniority will continue to accrue.
- 8.05 Employees who change position as the result of the recall procedure above shall be paid according to the rate for the position to which they are being recalled.
- 8.06 No persons including students or government project employees will be hired until employees on lay-off have been given an opportunity to work through recall procedure, provided each has the necessary skill, ability and the qualifications to do the work available.
- 8.07 Notice from recall other than Christmas Break, March Break, Summer Break or Intercession (alternate school year), shall be by Registered Mail or Priority Post and employees recalled will be allowed seven(7) calendar days from delivery of the notice to report for work. The recall notice will be sent to the last known address of which the Employer has record. Employees are responsible for notifying the Employer in writing regarding changes in the employee's mailing address.
- 8.08 The employee must within two(2) working days of receipt of such notice contact Human Resource Services and advise them of their intent to accept or decline the recall.

8.09 An employee who fails to report for work or fails to notify Human Resource Services per 8.07 and 8.08 shall have their recall rights and employment terminated unless the employee's failure to report can be proven to the satisfaction of the Employer, to be beyond the employee's control.

#### **ARTICLE 9 - NO STRIKE OR LOCKOUT**

9.01 There shall be no strike or lockout during the term of this Agreement. The term strike or lockout shall be defined as in the Labour Relations Act.

#### **ARTICLE 10 - GRIEVANCES**

- 10.01 (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be resolved as quickly as possible.
- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Employees who are covered by this Agreement shall be required to follow the procedures laid down in this Article and any employee who appeals directly to any Trustee or official of the Employer shall thereby forfeit all rights under this Article.
- (d) A grievance shall be defined as any differences arising out of the interpretation, application, administration, or alleged violation of the collective agreement including any question as to whether a matter is arbitrable.
- (e) It is understood the same person will not hear the grievance at more than one step of the grievance procedure.
- (f) A copy of all grievance replies shall be forwarded to the Executive Superintendent of Human Resources Services or his/her designate, and the President and Chief Steward of the Union at all steps.
- 10.02 (a) In the event of a grievance by an employee, the employee shall take the matter up with the Employer within and not after ten (10) working days after the employee became aware of the incident or circumstances giving rise to the grievance.
- (b) A policy grievance or group grievance shall be taken up within and not after ten (10) working days of the Union/employee(s) becoming

aware of the incident or circumstances giving rise to the grievance.

10.03 The following procedure shall be adhered to in processing grievances, save as otherwise provided in this Article.

**STEP 1** The employee shall take the matter up with the employee's immediate supervisor. The employee may, if desired, be accompanied by a Union Steward. The immediate supervisor shall have three (3) working days within which to reply in writing to the grievance.

**STEP 2** If the Step 1 reply is not satisfactory to the employee, the steward or the Chief Steward/Deputy Chief Steward may, within and not after ten (10) working days of the receipt of the reply, advise the appropriate Department Manager or designate of their intent to proceed to Step 2. Should there not be a Department Manager, the Manager of Human Resource Services or designate shall be so advised. The Manager or designate shall hear the grievance within ten (10) working days of the receipt of the notice and shall give his/her reply in writing within five (5) working days following the hearing. A grievance at Step 2 shall be in writing, shall contain a concise statement of the facts complained of, redress sought and be signed by the employee and the Steward or Chief Steward.

**STEP 3** If the Step 2 reply is not satisfactory, the Steward or Chief Steward/Deputy Chief Steward may within and not after ten (10) working days of the receipt of the reply (or if no decision is received within the time limits established in Step 2 submit the grievance to the Executive Superintendent of Human Resource Services or designate. Within ten (10) working days the Executive Superintendent of Human Resource Services or designate shall hear the grievance and shall render a written decision within ten (10) working days following the hearing. The Union may within and not after ten (10) working days from the date of receipt of the reply, refer the grievance to Arbitration in accordance with the provision of Article 11.

10.04 A grievance concerning a layoff by reason of a redundancy in the work force may be taken up at Step 3 of the Grievance Procedure.

10.05 In the event there are more than one Step 3 Grievance to be dealt with at the same time, a date shall be set to deal with them, that is mutually agreeable between the Union and the Employer. The time limits shall be



extended if required to accommodate this date.

- 10.06 A grievance filed by a group of employees or a policy grievance of the Union shall be taken up at Step 2 of the Grievance Procedure.
- 10.07 A policy grievance of the Employer shall be in writing and may be initiated by the Executive Superintendent of Human Resource Services by sending the grievance to the President of the Union by registered mail. If such grievance is not settled within fifteen (15) working days of the date of such delivery, the Employer may refer the grievance to arbitration.
- 10.08 Notwithstanding the provisions of the Labour Relations Act, a grievance that has not commenced or proceeded to the next step in the Grievance Procedure shall be deemed to be withdrawn. Any of the time limits in this Article may be extended by mutual agreement of the parties in writing.
- 10.09 In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance, has previously been settled on its merits under the Grievance or Arbitration Procedures.

#### **ARTICLE 11 - ARBITRATION**

- 11.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may after duly exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall proceed to appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within thirty (30) calendar days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

The Arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision

of the chairperson governs. The arbitration board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement; provided that failure to comply strictly with the provisions of this Article or the provisions of Article 10 shall not render a grievance void but the same may be amended or otherwise dealt with upon proper terms, in any manner which is just and equitable.

11.02 Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the arbitration board, and will share equally the fees and disbursements of the Chairperson.

11.03 Parties may mutually agree to the use of a single arbitrator.

#### **ARTICLE 12 - DISCHARGE, SUSPENSION & DISCIPLINE**

12.01 (a) In the event an employee is suspended as a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the Grievance Procedure.

(b) In the event an employee is discharged as a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up at Step 3 of the Grievance Procedure.

12.02 Where an employee's grievance against discharge or suspension duly comes before an arbitration board, the board may make a ruling:

(a) confirming the Employer's action, or

(b) reinstating the employee with or without compensation for wages and benefits lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of the case), or

(c) disposing of the grievance in any other manner which may be just and equitable.

12.03 An employee may be accompanied by a Steward, should the employee so wish, at any meeting with the Employer at which disciplinary action may be imposed, or where there is a review of the employee's absentee record.

Prior to the meeting, the supervisor shall notify the employee of his/her rights to have a Union representative at the meeting. Should the employee refuse Union representation at the meeting, he/she shall sign a statement to that effect.

- 12.04 (a) An employee shall have the right at any time to have access to and have copies of his/her personnel file by making an appointment through Human Resource Services. The employee may have a copy of any document in the file.
- (b) An employee shall be entitled to dispute the content of documents contained in the personnel file by providing to the board written notice of the dispute which sets forth the employee's opinion of the error or inaccuracy. Such notice shall be part of the employee's personnel file.
- (c) Should an employee dispute the accuracy or completeness of information in the personnel file the board shall, within fifteen (15) working days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm or amend the information and shall notify the Employee in writing of its decision including reasons for that decision. Thereafter, derogatory documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of Article 12.05.
- 12.05 In the event that a period of twenty-four (24) calendar months has elapsed since a derogatory notation was issued to an employee, such derogatory notation shall be removed from the employee's personnel record.
- 12.06 An employee covered by this agreement shall have the right to refuse to do the work of striking or locked out employees who are members of this Union.

### **ARTICLE 13 - JOB VACANCIES**

- 13.01 (a) Whenever a new occupational classification within a department is designated by the Employer or there is a permanent vacancy in any of the occupational classifications covered by this Agreement, and the Employer proposes to fill such vacancy, the Employer shall post a notice of vacancy and/or new classification in all locations where

members of the Bargaining Unit are located for a period of seven(7) working days from the date of posting. In this Article, the expression "permanent vacancy" means a vacancy caused by such events as permanent transfer, promotion, resignation, retirement, death or discharge and which is indefinite or long-lasting in nature and does not include a vacancy caused by approved or authorized absence from work of less than twenty-four (24) months.

- (b) The notice will contain the location of the permanent vacancy, the department the job classification or the grade and rate of the position, the qualifications required, hours of work and the effective date of the appointment.
- (c) All permanent vacancies as per Article 13.01 (a) will be posted within ten (10)working days of receiving notification in the Human Resource Services Department that any job within the bargaining unit has or will become vacant.
- (d) Permanent Job Vacancies shall be posted throughout the year.

13.02 An employee who wishes to apply for any posted vacancy shall make application in writing to the Human Resource Services Department during the period of seven (7) working days. The application shall be submitted on a standard application form as mutually agreed upon by the parties or as required in Article 13.03 (b) and submitted by the close of business on the seventh (7<sup>th</sup>) working day from the date of posting. It shall be the responsibility of the applicant to ensure that the application is received by Human Resource Services during the seven day period.

13.03 (a) The order of selection to fill the vacancy will be amongst the applicants who possess the skill, ability and qualifications as set forth in the job posting and where qualifications are relatively equal, seniority shall be the determining factor.

Selection shall be in the following order of:

- (i) qualified applicant from the department first;
  - (ii) qualified applicant from the bargaining unit.
- (b) Employees wishing to apply for positions of added responsibility, or positions of instruction, must include an up-to-date résumé with their

application.

- 13.04 The successful applicant shall be placed in the vacancy within twenty-one (21) days of acceptance of the position or on the start date as indicated on the posting, whichever is later, for a trial period not exceeding thirty (30) days worked if within their own classification, sixty (60) days worked if from another classification and if proven satisfactory will then be confirmed in the new position. During such trial period, employees will be paid at the rate of pay of the position applied for. The trial period may be extended by mutual agreement between the Employer and the Union. If the employee proves unsatisfactory during that time or is unable to perform the new duties or in the case of an employee going to a new classification and requests a return to their classification, the employee will be returned to the former position and location at the former rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing.
- 13.05 If an applicant is returned to a former position under Article 13.04, the Employer will offer the position to the next most senior qualified employee who had applied for the position and such employee will be subject to a trial period(s) stipulated in Article 13.04.
- 13.06 Notwithstanding Article 13.01(a) the job posting process will apply to the vacancy and the next resulting subsequent vacancy only. On the resulting subsequent vacancy posting, employees will be requested to indicate their interest to subsequent vacancies which will be filled in accordance with Article 13.02, from those employees who have so indicated an interest. The Employer shall not be required to post any other subsequent vacancies resulting from the original posting.
- 13.07 In cases of promotion requiring higher qualifications or certification, the employer will consider a senior applicant who does not possess all the required qualification but is within sixty (60) calendar days of acquiring such qualification. Should the employee be selected for the position and does not successfully acquire the qualifications within the specified time frame, the employee shall revert back to their former position.
- 13.08 Employees who have been successful in applying through a job posting are not entitled to apply for any other posted vacancy for a period of six (6) months from the date the employee received notification that the application was successful, except with the Employer's permission or unless the vacancy results in a higher rate of pay or gives the employee the opportunity to move from part time to full-time. A new employee to the bargaining unit shall not be entitled to apply for a posted vacancy for a

period of ten (10) months from the employee's date of hire, except with the Employer's permission.

- 13.09 In the event that two employees of equal qualifications wish to arrange a lateral transfer, they shall meet with the employer and such transfer will be permitted provided that arrangements satisfactory to the employer and both employees can be agreed upon. In order to be considered for a lateral transfer, an employee must have worked a minimum of (ninety) 90 working days in their position. The Union will receive a copy of the letter that approves the mutual transfer. Any denial of transfer will be explained to the employee in writing with a copy to the Union.
- 13.10 Whenever the Employer designates a new job classification covered by this Agreement, a job description will be prepared and submitted to the Joint Job Evaluation Committee in accordance with the Joint Job Evaluation Procedures. The Employer will establish an interim rate of pay until the Job Evaluation process is completed. Any upward adjustments resulting from the evaluation shall be retroactive to the date of appointment. Any reduction from the interim rate shall be effective the date of the evaluation results. There will be a review of the job description six (6) months after the commencement of duties to assess whether the position needs to be resubmitted to the Job Evaluation Committee.
- 13.11 For the purpose of this Article, any building to which additions/deletions are made shall be re-evaluated for category determination. Should the Category change as the result of such evaluation, the position will not be posted as a new position and the incumbent Charge Custodian in that building will remain and will receive the revised responsibility allowance effective the date of the deletion or occupancy of the addition.
- 13.12 In the event that a school is changed from the conventional school calendar to an alternate school year calendar, the affected employees will be given the opportunity to remain in their school. Should the affected employee(s) not wish to remain, the position will be posted and the affected employee(s) will have the opportunity to post elsewhere.
- 13.13 By the tenth (10<sup>th</sup>) day of each month the Union will be advised in writing of all bargaining unit appointments, transfers and hiring of the previous month including casual appointments.

#### **ARTICLE 14 - NEW JOB CLASSIFICATIONS AND JOB EVALUATION**

- 14.01 Whenever the Employer designates a new job classification covered by this Agreement, the Employer will prepare a job description and refer it to the Joint Job Evaluation Committee for a decision in accordance with the Job Evaluation Procedures as per Article 14.03 below.
- 14.02 The parties agree that the job descriptions adopted by the Employer from time to time do not form part of this Agreement but are intended solely for the guidance of the parties.
- 14.03 **Job Evaluation Procedures:**
- (a) The employee and/or the employee's supervisor may forward an appeal regarding job band placement to the Executive Superintendent of Human Resource Services and the Union.
  - (b) The appeal should indicate which factors are being appealed and the rationale for such appeal. In addition, a copy of the original Job Description Questionnaire should be attached to the appropriate appeal forms.
  - (c) The Executive Superintendent of Human Resource Services shall refer such appeals to the Joint Job Evaluation Committee for decision within sixty (60) days.
  - (d) During the committee's deliberations the employee and the employee's supervisor may make a presentation to the committee. The employee may also request the Job Evaluation Liaison Officer to make the presentation on their behalf and may be present during such presentation. However, the employee, employee's supervisor and Job Evaluation Liaison Officer shall not be present at the time the committee deliberates regarding degree levels.
  - (e) The Joint Job Evaluation Committee shall forward decisions to the Executive Superintendent of Human Resource Services within the time limits specified in paragraph (c) above.
  - (f) The Executive Superintendent of Human Resource Services shall inform the parties of the decision and rationale within ten (10) days of receiving the decision from the Joint Job Evaluation Committee.
  - (g) In the event of a grievance submitted on the application of this Article, such grievance may be submitted at Step 3 of the Grievance Procedure in Article 10. Should the grievance proceed further, the parties will attempt to agree on an Arbitrator who has expertise in

Job Evaluation.

**ARTICLE 15 - HOURS OF WORK**

- 15.01 (a) The regular work week for full-time permanent employees in the Custodial, Warehouse and Maintenance Department shall be five (5) days, eight (8) hours per day, Monday to Friday, recognizing that shifts exist with weekly schedules of more than twenty-four (24) hours and less than forty (40).
- (b) The regular work week for full-time permanent employees in the Printing, Media Resource Service and Information Technology Departments shall be five (5) days, seven (7) consecutive hours per day, Monday to Friday, exclusive of lunch periods.
- (c) The regular work week for Bus Drivers will be as established by the various routes Monday to Friday.
- (d) It is understood that the midnight shift may start Sunday or Monday Evening and respectively end on Friday or Saturday morning and the Saturday/Sunday premium is not applicable. Locations which have an existing midnight shift commencing at 2300 Monday and ending on a Saturday will not be expanded to other locations without advance notification.
- (e) The regular hours of work for all employees will be consecutive hours Monday through Friday exclusive of lunch periods.
- 15.02 The Employer agrees that for the purpose of this Article it will not schedule more than one permanent part-time employee on a shift at any one location which would have the effect of taking the place of one full-time employee.
- 15.03 During the Christmas, Mid-Winter and Summer School Holidays and in Alternate School Year Calendar schools (during intercessions when regular staff and students are on break) the hours of work for custodial employees will be 0700 to 1530 daily Monday through Friday with a ½ hour unpaid lunch subject to normal operating requirements during the day and the before and after school age programs, where applicable, unless otherwise agreed upon by the Employer and the Union. To meet the above requirements there will only be skeletal staffing and early departure opportunities will be shared as equitably as possible by location.



- 15.04 Paid lunch and rest periods are to be taken on site.
- 15.05 Employees scheduled to work 7 or 8 hours per day are entitled to a fifteen (15) minute paid rest period in each half of their work day.
- 15.06 (a) Part-time employees scheduled to work more than three (3) consecutive hours are entitled to a fifteen (15) minute paid rest period.
- (b) Part-time shift employees scheduled to work more than five (5) continuous hours are entitled to a fifteen (15) minute paid rest period and a one half (½) hour paid lunch period.
- 15.07 Except in the cases of emergency, an employee will be given forty-eight (48) hours notice of a change of shift or seventy-two (72) hours in the case of maintenance employees required for project work who will remain on the new shift as long as needed to complete the project.
- 15.08 An employee who wishes to change their regular hours of work for personal reasons must obtain their supervisor's approval. In cases of requests covering more than five (5) consecutive days, the request must be submitted in writing to their immediate supervisor. The Union will be advised of any agreed upon change of hours in response to a written request. When such a request is granted and the affected employee vacates the position, the hours of work shall revert back to the standard hours. Concerns over the handling of these requests may be raised by the Union or Employer at Labour-Management meetings.
- 15.09 In the event of an employee starting work in any regularly scheduled work day and being sent home before they have completed their scheduled shift, they shall be paid for their scheduled shift provided the employee was not suspended from work for disciplinary reasons.
- 15.10 When an employee is assigned by the employer, on a temporary basis, for more than one (1) consecutive day to perform the work of an occupational classification other than their own, the employee shall be paid at the prevailing rate for the assigned classification retroactive to the first day of the assignment.
- 15.11 Subject to 15.01, the regular daily hours, for the following full-time employee groups will be between the following time frames, subject to existing locations with an extended lunch and in those existing locations, the extended lunch will not be more than two (2) hours unless otherwise agreed to with the individual, the Union and Employer. A list of all buildings that have a lunch period in excess of one hour will be provided to the Union:

**Charge Custodians:** The hours of work for Charge Custodians shall be any

eight (8) consecutive hours between 0630 and 1630 Monday through Friday exclusive of lunch periods. Lunch periods for Charge Custodians shall be one hour between 1030 and 1400.

**Day Custodians:** The hours of work for a Day Custodian shall be any eight (8) consecutive hours between 0700 and 1630 daily Monday through Friday exclusive of lunch periods. Lunch periods for Day Custodians shall be one (1) hour. Lunch hours will alternate so that boiler operations and general supervision will be continuous from 0700 to 1630.

**Midday Custodians:** The hours of work for a Midday Custodian shall be any eight (8) consecutive hours between 1030 and 1900 daily Monday through Friday including lunch. The paid lunch break for a midday custodian will be one half (1/2) hour. The time of the lunch periods is at the discretion of the Charge Custodian.

**Afternoon Custodians:** The hours of work for an afternoon Custodian shall be any eight (8) consecutive hours between 1500 and 2330 daily Monday through Friday including lunch. The paid lunch break for an afternoon custodian will be one half (½) hour. The time of the lunch period is at the discretion of the Charge Custodian

**Midnight Custodians:** The hours of work for Midnight Custodians shall be any eight (8) consecutive hours between 2300 and 0730 daily Monday through Friday including lunch. The paid lunch break for a Midnight custodian will be one half (½) hour. The time of the lunch period is at the discretion of the charge Custodian.

**Maintenance personnel:** The hours of work for Maintenance personnel shall be between 0700 and 1600 daily Monday through Friday excluding a one half (½) hour unpaid lunch.

**Warehouse personnel:** The hours of work for Warehouse personnel shall be between 0700 and 1600 daily Monday through Friday with the exception of the Section Head - shipping who's regular hours of work are between 0830 and 1730, excluding lunch. The unpaid lunch will be one half (1/2) hour.

**Information Technology & Media Resource personnel:** The hours of work for Information Technology including Help Desk Technical Support Analysts (excluding other Technical Support Analysts) and Media Resource personnel shall be between 0730 and 1700 daily Monday through Friday excluding lunch. The unpaid lunch break will be one half (1/2) hour.

The hours of work for Technical Support Analysts shall be between 0800 and 1600 excluding lunch. The unpaid lunch break will one (1) hour.

**Printing personnel:** The hours of work for Printing personnel shall be between the hours of 0730 and 1700 daily Monday through Friday excluding lunch. The unpaid lunch break will be one half (½) hour.

**Bus Driver personnel:** The hours of work for Bus Driver personnel will be as per Bus Route Schedule.

- 15.12 It is agreed between the Employer and the Union that between the months from November to March inclusive when employees in the bargaining unit who have signed the snow removal crew list are notified to report to work early the following day for snow removal duties, they shall report at the time requested by their immediate supervisor. Such hours shall be in addition to the regular hours of work and be subject to Article 16.02 for work scheduled during the previous shift or earlier or 16.04 as it relates to overtime.

## **ARTICLE 16 - OVER-TIME**

- 16.01 Rates of pay and job classifications shall be set out in schedule A.
- 16.02 (a) Time worked in excess of thirty-five (35) hours in Printing, Media Resource or Information Technology or forty (40) hours per week elsewhere or seven (7) or eight (8) hours per day as applicable and on Saturdays will be paid for at time and one-half (1.5) the employee's effective hourly rate calculated to the nearest fifteen (15) minutes.
- (b) When an employee is required to work on any of the holidays in Article 17 or on a Sunday, the employee shall be paid two (2) times the employee's effective hourly rate for all time actually worked, calculated to the next fifteen (15) minutes.
- (c) When an employee is absent due to illness, or authorized leave with pay during the regular shift hours, the employee will still receive overtime for hours worked as a call in or scheduled overtime that same day otherwise overtime does not apply till after seven (7) or eight (8) hours worked where the Employer grants time off during the regular shift. An employee on vacation who works overtime outside of their regular hours shall receive overtime pay.
- 16.03 (a) All recoverable overtime worked must be paid in accordance with this Article.
- (b) In the case of overtime where the cost is not recoverable, employees who so work may be given equivalent time off calculated in

accordance with Article 16.02 and may accumulate such hours up to a maximum of 40 straight time hours at any given time. The banked overtime may be used by the employee for additional vacation with pay. It is understood that the Employer has the right to maintain a qualified work force and such time off if granted will be taken at a mutually agreed time when schools are not in session.

- 16.04 An employee who is called in and required to work outside regular working hours shall be paid for a minimum of three (3) hours at overtime or at the appropriate overtime rate for the hours worked including travel time to and from their home, whichever is the greater.
- 16.05 There shall be no extended amount of overtime worked in any trade or category while there are employees on layoff in the same or similar type of trade or category, who are qualified and available to perform the work.
- 16.06 No employee shall be laid off work or have a shift rescheduled for the purpose of offsetting or circumventing application of overtime rates of pay.
- 16.07 Overtime shall be distributed as equitably and as practicable among the employees at each location who normally perform the work in question subject to their availability and ability to perform the work.
- Each employee will have the opportunity every six months to sign up for available overtime within a specified zone or zones. Two refusals and their name will be removed from the overtime list.
- 16.08 When deemed necessary by the Employer, an employee designated to "on-call" shall be paid one hundred (\$100) dollars for each seven (7) consecutive day period on call and twenty (\$20) dollars per incident and thirty (30) dollars per incident on statutory holidays which the employee is called about outside of regular work hours, in addition to any reporting pay, if applicable.
- 16.09 All overtime must be authorized by the appropriate designated employer representative.
- 16.10 The key-holder custodian will be called on Security call-outs solely on occasions where damage has been done to a building, which requires immediate repairs and where there is a multiple building call-in to a Board employee, it will be referred to the employee designated in Article 16.08.
- 16.11 A responsibility allowance shall be established with respect to each building or school in the employer's system upon the basis of the floor area thereof as set out in Schedule B. If any additional or other structural change in the existing building or schools alters the floor area thereof to the extent that the category of the building or school is there by changed under Schedule B,

the responsibility allowance shall be established under schedule upon the basis of the floor area thereof.

- 16.12 When an employee is assigned by the employer, the responsibilities of leadership role (as per Schedule A) for a period in excess of one full shift, the employee shall receive any responsibility allowance which is then in effect for the job classification or the building, as the case may be, for the full period of such duties.

#### **ARTICLE 17 - PAID HOLIDAYS**

- 17.01 (a) For all permanent employees, the following specified days, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the employee on that day of the week subject to the Employment Standards Act.

New Year's Day	Good Friday
Labour Day	Easter Monday
Thanksgiving Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	

- (b) Or days observed in lieu of any such holiday and any other day proclaimed as a holiday by the Employer or by any competent Government Authority.
- (c) Employees shall be excused from work without loss of pay on December 24 and on December 31 when these days fall on regularly scheduled days of work.
- (d) In addition to the paid holidays as outlined in 17.01 (a) above, twelve (12) month employees are also eligible for the Ontario Civic Holiday.
- (e) One (1) floating holiday per vacation year to be observed on a day to be mutually agreed upon between the employee and the Employer, such holiday to be taken by June 30<sup>th</sup> each year. A floating holiday can not be carried over from one year to the next.
- 17.02 An employee will be paid for a holiday provided the employee works their last scheduled day before and their first scheduled day after such holiday and works on such holiday if scheduled to work, unless excused by the Employer.
- 17.03 When any of the holidays noted in 17.01 (a & d) fall on or are observed during an employee's scheduled vacation, the employee shall be entitled to an additional day's pay or an additional day's vacation with pay for each such holiday.

- 17.04 Employees who are scheduled to work a shift on a paid holiday shall be paid at the rate of double time (2X) for all hours worked in addition to their holiday pay. Such an employee may elect to take an additional day off with pay in lieu of the holiday pay to be taken at a time mutually agreed to between the employee and their immediate supervisor.
- 17.05 When any of the holidays noted in 17.01 (a or d) fall on a Saturday or Sunday, the Employer shall have the choice of granting an alternative day off with pay or an additional day's pay after consultation with all employee groups.
- 17.06 Employees who are absent due to illness or injury and are receiving sick pay from their bank, during a period in which a paid holiday falls will be paid for the holiday without a deduction from their sick leave.

**ARTICLE 18 - VACATIONS:**

- 18.01 Employees shall receive vacation with pay or pay in lieu of vacation according to their credited employment service as of July 01 in any year as follows:

Years of continuous credited service prior to July 01 of any year	Weeks of Vacation with pay (12 month employees)	Vacation Pay (10 month employees)
less than 1 year	1 day/month (maximum of 10 days)	4%
1 < 3 years	2 weeks	4%
3 < 9 years	3 weeks	6%
9 < 17 years	4 weeks	8%
17 < 25 years	5 weeks	10%
25 + years	6 weeks	12%

- 18.02 Ten month employees shall be paid their vacation pay entitlement along with their regular bi-weekly pay as per the chart in 18.01 above.
- 18.03 An employee's vacation shall not be carried forward to the following year except under exceptional circumstances and with the consent of the Employer.
- 18.04 (a) Unless otherwise specified in the Article all employees who have less than three (3) weeks vacation entitlement may only take their vacation entitlement during the months of July and August and during the Christmas, March and intercession breaks.

- (b) Employees in Maintenance, Custodial, Printing, Information Technology, Media Resource Services and Warehouse Departments with three (3) weeks or more vacation entitlement may request two (2) weeks vacation outside of the months of July and August and during the Christmas, March and intercession breaks. Such requests will depend upon operational requirements and the need for a qualified work force (Custodial by location and zone, Maintenance and Information Technology by zone and all others by department) and have regard to those criteria and Article 18.09, approval of such requests will not be unreasonably withheld.
  - (c) Under exceptional circumstances, the employer will consider requests for vacation at times other than those stated in Article 18.04 (a).
- 18.05
- (a) When preparing the annual vacation schedule the choice of vacation dates shall be given to employees with the greatest general seniority of employees at each location, subject to maintaining a qualified work force. Vacation requests for less than a week will not be considered if it results in the week not being available for another employee at that location who wishes to take the entire week.
  - (b) Employees shall receive vacation sheets by March 01 and such requests shall be sent in to the Supervisor by April 01. Supervisors will approve all vacation requests and post in all the appropriate locations by April 21. No vacation requests shall be unreasonably denied.
- 18.06
- If any of the holidays in Article 17 are observed during a 12 month employee's vacation, one additional day's vacation with pay shall be granted for each such holiday. Such additional day shall be taken at a day mutually agreed upon by the employee and their immediate supervisor.
- 18.07
- As used in this Article, the "vacation year" means the period commencing on the 1<sup>ST</sup> day of July and ending on the 30<sup>th</sup> day of June next following. Vacation with pay is earned during the course of one vacation year as expressed in this Article and the vacation earned in one vacation year shall be taken and/or paid for in the year following the 30<sup>th</sup> day of June of the vacation year in which it is earned.
- 18.08
- An employee's vacation or any part thereof, may not be taken prior to the 1<sup>ST</sup> day of July of the year in which it is to be taken.
- 18.09
- No employee who is a member of this bargaining unit at the time of signing shall suffer a loss of vacation with pay as determined by their entitlement under their predecessor collective agreement at the time of ratification.
- 18.10
- In the event that an employee's service is terminated for any reason, the employee shall be paid any vacation pay entitlement at the time of their

termination on a pro-rata basis. Should an employee die, the estate shall be credited with the value of the vacation pay on a pro-rata basis.

- 18.11 Employees who during the course of a vacation year go from part-time to full-time or full-time to part-time will have their vacation allotment and pay pro-rated for the following vacation year.
- 18.12 Where an employee qualifies for sick leave, or any other approved leave with pay during their period of vacation, the period of vacation so displaced in excess of three days shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

#### **ARTICLE 19 - SICK LEAVE, RETIREMENT GRATUITY**

- 19.01 After the employee has acquired seniority under Article 6, a full-time employee covered by this Agreement will be credited two (2) days' sick leave with pay at the completion of each month of service and may accumulate the unused portion of any sick leave from one year to another up to a maximum of two hundred and forty (240) days in the case of twelve (12) month employees and two hundred (200) days in the case of ten (10) month employees.
- 19.02 (a) Bus Drivers after acquiring seniority under Article 6 will be credited with one day of sick leave with pay at the completion of each month of service to a maximum of ten (10) days per school year and may accumulate any unused portion of any sick leave from one year to another up to a maximum of one hundred (100) days.
- (b) After acquiring seniority under Article 6 a part-time employee shall acquire sick leave on a pro-rated basis of their hours of work at the completion of each month of service to a maximum of one (1) day per month, and may accumulate the unused portion from one year to another up to a maximum of one hundred and twenty (120) days in case of twelve (12) month employees and one hundred (100) days in the case of ten (10) month employees.
- 19.03 An employee employed by the Thames Valley District School Board on January 01, 1998 shall be entitled to have credited to the employee's account any sick days accumulated with a predecessor Board. Should the employee's subsequent use of sick days cause the accumulated amount to fall below the maximum established in 19.01 and 19.02 said Articles will apply.
- 19.04 An employee shall, when required, produce to the Employer evidence of illness satisfactory to the Employer. Should the employer deem it necessary, an employee may be required to undergo a medical examination by a physician selected from a list provided by the employer. The employer



shall be responsible for the cost of the examination.

- 19.05 When an employee is absent from work and is entitled to sick leave with pay under this Article, such absence is deemed to be leave of absence with pay.
- 19.06 A deduction shall be made from accumulated sick leave of all normal working days absent exclusive of holidays when qualified for such. Employees absent due to illness of less than a full day shall have their sick leave credit deducted on a pro-rated basis of their normal daily hours of work.
- 19.07 A record of all unused sick leave will be kept by the Employer and each Employee shall receive a record of accumulated sick leave by the end of September each year.
- 19.08 Absences permissible and chargeable under the Sick Leave Plan shall be for personal illness, personal injury, clinical tests, hospitalization for medical observation or treatment, emergency dental appointments, or any other such absence for health reasons certified by a physician or a licentiate of dental surgery or as set forth in Articles 21.08 and 23.03.
- 19.09 All employees who were covered by a Sick Leave Retirement Gratuity Plan with their predecessor Board prior to 1998 January 01, shall continue to be eligible for such plans as clarified in Appendix A (Gratuities). In the event of the death of an employee, any gratuity owing will be paid to the estate.

## **ARTICLE 20 - RETIREMENT**

- 20.01 An employee shall be subject to retirement at the end of the month in which the employee attains their 65<sup>th</sup> birthday and continuation of employment thereafter shall be at the Employers discretion.
- 20.02 The Employer will continue the present Retirement Allowance Plan for full-time former London Board of Education employees in accordance with the London Board of Education Act, 1968 and the Education Act. In the event any new policy or by-law of the Employer dealing with retirement allowances comes into effect during the term of the Agreement which is no less favourable than the present plans, the same shall apply to employees in the bargaining unit.

## **ARTICLE 21 - LEAVE OF ABSENCE**

- 21.01 Except as provided in this article, whenever an employee applies for a leave of absence the application shall be in writing. Any such leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted and shall state whether it is with or without pay and shall state the purpose of the leave and the terms, if any on which it is granted (which terms shall not conflict, with any provisions of the Agreement).
- 21.02 An employee who obtains any leave of absence for one purpose and uses it for another will be subject to discipline or discharge, depending upon the nature of the case.
- 21.03 The employer may grant a short term leave of absence without pay to an employee for good and sufficient reason if, in the opinion of the employer, the employee's absence will not conflict with its efficient operations. Such leave will not be unreasonably denied.
- 21.04 When an employee is on an unpaid leave of absence under Article 21, the employee shall pay 100% of the premiums to the employer to continue insurance benefits under Article 10.
- 21.05 Excluding lay-off during the Christmas and Winter Breaks as well as the intercession periods in schools which are on the Alternate School Year Calendar, a full-time employee who is on lay-off or leave of absence without pay in excess of two (2) consecutive weeks in any calendar year shall not earn and accumulate sick leave credits and vacation during such time.
- 21.06 **LEAVE OF ABSENCE WITHOUT PAY**
- (a) **Union Office**
- The Board shall grant a leave of absence to an employee who holds office requiring full-time duty at the provincial and/or national level, provided that the Union reimburses the board for the cost of the employee's benefits. The employee shall continue to accumulate seniority during the period of leave.
- (b) **Public Office**
- An employee who is elected to public office will be granted a leave of absence for a period of one (1) elected term of office without the loss of seniority. The leave may be renewed for one additional term.

(c) **Long Term Personal Leave**

A leave of absence of up to one (1) year may be granted by the Executive Superintendent of Human Resource Services or designate with the employee's Supervisors approval upon written request under the following:

- (i) the employee's absence will not conflict with its efficient operations;
- (ii) the request must be received at least three (3) months prior to the leave;
- (iii) the leave shall be without pay or sick leave and time of leave shall not count for calculation of vacation and/or salary increments where applicable;
- (iv) the employee must continue participation in all benefit plans by paying 100% of the premium cost unless covered by another policy acceptable by the Board's Insurance company;
- (v) the employee may request an extension of up to a maximum of one additional twelve (12) month period. Any such request shall be made no later than three (3) months prior to the expiration of the leave;
- i) the employee shall continue to accrue seniority for up to 24 months.

21.07

**LEAVE OF ABSENCE WITH PAY**

- (a) **Bereavement Leave:** Up to three (3) days shall be granted in the case of the death of a member of the immediate family. When used herein, immediate family shall include parents, siblings, spouse or partner, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian, grandchild, grandparent or person who has acted as father or mother in lieu of the natural parent.

Notwithstanding the above, the leave maybe extended by a maximum of two (2) days subject to the approval of the Executive Superintendent of Human Resource Services or designate.

It is understood that the granting of Bereavement Leave shall include

travel time, where necessary, and it is subject to the approval of the Superintendent of Human Resource Services.

One day shall be granted in the case of the death of an aunt or uncle.

In order to qualify, the employee must:

- (i) have completed the probationary period;
  - (ii) provide satisfactory proof of death and;
  - (iii) be on the active payroll of the employer and not on leave of absence, sick leave, Workers' compensation, vacation or lay-off.
- (b) **Examinations:** An employee shall be entitled to a leave of absence with pay for the purpose of writing examinations involving courses of instruction provided any such course has previously been approved and recognized by the employer for the purpose of improving the employee's qualifications in the employer's service.
- (c) **Jury Duty & Court Witness:** An employee who is summoned to serve as a juror or is required by Writ or Subpoena to appear in court as a witness (not on the employee's behalf) will be paid the employee's regular pay for the day required to be in court, provided the employee presents to the employer the process which required the employee's presence in court and pays over to the employer the amount received as such juror or witness (less travel and living expense).
- (d) **Religious Holidays:** An employee shall be entitled to leave for religious holidays in accordance with Board Policy.
- (e) **Quarantine:** Leave shall be granted when an employee is absent from work because of exposure to a common case disease, or the employee is quarantined or otherwise prevented from working by order of the medical health authorities.
- (f) **Graduation:** Up to one (1) day per school year shall be available for the employee to attend their own graduation ceremonies, or the convocation of a child, spouse or partner.

- (g) **Compassionate Leave:** One (1) day per school year shall be granted for compassionate reasons due to an emergency situation or to attend the funeral of a close friend or family member not included in Article 21.07 (a), or on the birth or adoption of a child.
- (h) **Casual Time off:** The Supervisor or manager may grant casual time off to an employee without the necessity of a written request to a maximum of two (2) hours.
- (i) **Local Union Office:** At the request of the Union, the Board shall grant full-time release to an employee who is elected/selected as President of CUPE 4222 as per the following conditions:
  - (i) The Union will reimburse the Board on a monthly basis the salary and the full benefit costs.
  - (ii) The Employee shall be treated for all purposes, including but not limited to the payment of salary and benefits and the accumulation of seniority, sick leave and vacation as if working at his/her normal assignment.

21.08 **Leave with Deduction of Sick Leave Credit**

- (a) (i) An employee who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) days leave per vacation year with deduction of sick leave credits.
- (ii) An employee who is delayed by local weather conditions but arrives at his/her work location as soon as possible during their regular scheduled hours of work or who are sent home due to the closure of their workplace will not have a salary deduction made nor a reduction of sick leave credits.
- (b) When an employee is the only member of his/her family available to care for the needs of his/her immediate family due to a sudden illness or accident, an employee may request to use up to five (5) days per vacation year of his/her accumulated sick leave to care for the member of the family who is ill. For purposes of this Article, immediate family will be partner, child or parent.

21.09 **Return from Leaves**

An employee returning from a leave of absence shall return to his/her former position and location he/she held at the time of the leave unless he/she has been laid off or displaced in accordance with the provisions of the Collective Agreement.

21.10 **SELF-FUNDED LEAVE PLAN**

**DESCRIPTION:**

- (a) The Self-Funded Leave Plan shall afford an employee the opportunity to enter into an agreement with the Board to take a one year Self-Funded Leave. During the leave term the employee shall agree to be paid at:

(i)	5/6 leave plan	83% of salary
(ii)	4/5 leave plan	80% of salary
(iii)	3/4 leave plan	75% of salary
(iv)	2/3 leave plan	67% of salary

normally paid under the current Collective Agreement in each of these years.

**Under the following alternatives:**

(i)	5/6 leave plan	17% of salary
(ii)	4/5 leave plan	20% of salary
(iii)	3/4 leave plan	25% of salary
(iv)	2/3 leave plan	33% of salary

shall be withdrawn by the Board in each of the years leading up to the Self-Funded Leave year. The amounts withdrawn shall be invested by the Board. The amount withdrawn plus accrued interest shall be paid to the employee during the year of leave.

- (b) During all years that the individual employee is participating in the Self-Funded Leave Plan, all employee benefits shall be maintained at a level as if the employee was being paid at 100% of salary. Premium costs during the Self-Funded Leave will be paid in full by the employee. During the Self-Funded Leave year, the Board shall deduct from each pay an amount equivalent to the total monthly premium costs paid on the employee's behalf.

- (c) The Board assumes no responsibility for any consequences arising out of the implementation of the Plan related to its effect on the Pension Plan provision, income tax implications, employment Insurance and the Canada Pension Plan.

**QUALIFICATIONS AND APPLICATION:**

- (d) To be eligible for a Self-Funded Leave, an employee must have at least three (3) years of continuous employment with the Thames Valley District School Board or any of the predecessor Boards.
- (e) Applications for a Self-Funded Leave shall be made to the principal/supervisor who shall forward such application to the Department Superintendent over that area, who shall submit the application to the Manager in Human Resource Services six months prior to the start of the elected Plan.
- (f) The application form shall set out the period in which the Plan is to be effected and the time period in which the employee requests the leave position.
- (g) Applications shall be considered by the Human Resource Services Department.
- (h) It is understood that the granting of the Self-Funded Leave to an employee is the sole responsibility of the Board and such a leave will only be granted on the basis that:
  - (i) there will be no financial impositions to the Board;
  - (ii) it will not create additional work for other employees;
  - (iii) the employee can be replaced by a casual with no resulting training costs to the Board;
  - (iv) there will be no reduction of service to the students, staff or the community;
  - (v) all or part of the position may be kept vacant for the duration of the leave;

- (vi) the employee must return to work for the Board or with an employer that participates in the same or similar arrangement upon completion of the leave for a period of time not less than the duration of the Leave of Absence (as stipulated by Revenue Canada).
- (i) Written acceptance or denial of the employee's request will be forwarded to the employee at least four (4) months prior to the commencement of the plan.

**CONDITIONS AND TERM OF REFERENCE:**

- (j) On return from leave, an employee shall be assigned to his/her former position and location except in the case of:
  - (i) An accepted promotion.
  - (ii) A requested and accepted transfer.
  - (iii) The elimination of the position held when the leave was granted. In the event that the position no longer exists or the employee has been bumped, the employee will be governed by the applicable provisions of the Collective Agreement as it pertains to redundancies.
  - (iv) An employee participating in the Plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one year leave not been taken, including credit for one year's seniority.
  - (v) During the year of leave, the employee participating in the Plan shall not accumulate sick leave nor shall be eligible for sick leave until the completion of the leave.
  - (vi) It is understood that OMERS will treat the year of leave as Broken Service, which the employee could purchase at double contributions on 100% of annual salary (i.e. by paying both his/her contributions and the employer's contributions for that year).
  - (vii) During the working years, employee contributions to OMERS are based on the employee's full salary.



- (viii) For employees contributing into the Teachers' Pension Plan, superannuation deductions are to be continued as provided by the Teachers' Superannuation Act and according to the policies of the Teachers' Pension Plan Board during all years that the employee is participating and including the year of leave.
- (ix) An employee may withdraw from the Plan any time prior to taking the Self-Funded leave of absence provided that the employee has applied to the Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest owed less a one hundred dollars (\$100) cancellation administrative fee shall be repaid to the employee within sixty (60) days of the notification of the employee's desire to leave the Plan.
- (x) Should an employee die while participating in the Plan, any monies accumulated, plus interest earned at the date of payment, shall be paid to the employee's estate.
- (xi) Every employee who wishes to take part and who is accepted in the Self-Funded Leave Plan shall enter into a memorandum of agreement which sets out the terms and conditions of the Self-Funded Leave.
- (xii) Income tax shall be deducted on the actual amounts received by the employee during each of the years of the Plan, subject to the income tax regulations in effect at that time.
- (xiii) Revenue Canada stipulates that the employee receive no salary from his/her employer during the leave other than payment of the deferred salary and the statutory benefits that the employer would normally pay to or on behalf of the employee.
- (xiv) Revenue Canada stipulates that the Leave of Absence, may, with the consent of the Board given not less than six months prior to the scheduled date, be postponed for one year ONLY. Under no circumstances shall such delay or deferral exceed one school year and the participant must take his/her leave at the end of such time or withdraw from the plan at that time. This postponement will not move the commencement of the

leave beyond six years from the date of enrollment in the Plan.

## **ARTICLE 22 - PREGNANCY/PARENTAL LEAVES**

22.01 Employees shall be granted pregnancy and parental leaves in accordance with the Ontario Employment Standards Act as amended from time to time.

### **22.02 Application for leaves:**

- (a) In order to facilitate the hiring of replacement employees, the employee will endeavour to give ten (10) weeks notice of the beginning and the end dates of the leave.
- (b)
  - (i) application is to the Executive Superintendent of Human Resource Services or designate, through the supervisor, on the appropriate form;
  - (ii) for Pregnancy Leave, the application must include the certificate of a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated date when birth will occur.

### **22.03 Benefits during leaves:**

- (a) Pregnancy and parental leaves are without pay.
- (b) For those employees who are eligible for Employment Insurance benefits during such a leave, the Board's Supplementary Employment Benefit plan approved by Human Resources Development Canada shall provide an amount equal to the Employment Insurance benefit for the two (2) week waiting period prior to the commencement of the employment insurance Pregnancy Leave Benefits.
- (c) Except for the Long Term Disability Plan, an employee on pregnancy and/or parental leave may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate, that the employee does not intend to pay his/her share of contributions.
- (d) Should the employee wish to maintain his/her benefits, the Employer shall continue to pay its share of premiums for such benefits under Article 29 as the employee is currently enrolled in, for that part of the

statutory seventeen (17) week Pregnancy Leave and/or that part of the statutory eighteen (18) week Parental Leave taken by the employee.

- (e) An extended parental leave may be granted for an additional sixty nine (69) calendar weeks.
- (f) Seniority will continue to accrue for the period of pregnancy leave, parental leave and extended parental leave up to a period of two (2) years.

22.04 Return from Leave: the employee shall return to their former position and location provided the employee has not been laid-off or displaced under the terms of the Collective Agreement.

**ARTICLE 23 - WORKERS' SAFETY AND INSURANCE BOARD BENEFITS:**

23.01 A bargaining unit employee who is absent as a result of an accident/injury at the employer's workplace, shall continue to receive full salary and employee benefits until such time as the sick leave accumulation is depleted. The W.S.I.B. payments will be directed and paid to the Employer for as long as the employee is being paid by the Employer during the period of disability. Upon the depletion of sick leave or approval of long term disability benefits, the employee shall receive only those benefits to which the employee is entitled by W.S.I.B. regulations and/or long term disability benefits under the Board's long term disability plan.

23.02 A bargaining unit employee without accumulated sick leave who is unable to perform the employee's essential duties because of a condition compensable under the Workplace Safety and Insurance Act shall receive such benefits as awarded by the W.S.I.B.

23.03 During the period of time that the bargaining unit employee is in receipt of W.S.I.B. benefits and the Board is continuing to pay full salary, the Board shall deduct from the employee's accumulated sick leave the equivalent of 0.15 of a day for each day of absence.

23.04 Upon notification of entitlement all used sick leave credits shall be reimbursed to the employee at the pro-rated hours in Article 23.03 for each day absent.

23.05 During the period of time that an employee is in receipt of W.S.I.B. benefits the Employee shall be governed by the terms of the collective agreement and applicable legislation as it applies to seniority, vacation, sick leave,

benefits and pensions. An employee receiving benefits under Article 23 shall continue to accumulate sick leave days in accordance with Article 19.

#### **ARTICLE 24 - FLOATER CUSTODIANS**

- 24.01 The employer may maintain floater custodial positions for each zone for the purpose of filling temporary vacancies and for periods of heavy workloads/special projects.
- 24.02 These employees shall be assigned to a work location/home base on the afternoon shift and will be considered additional staff to the regular complement at the location. Notice of shift change does not apply to the floater.
- 24.03 The employee will be a permanent employee and shall be entitled to all wages and benefits and conditions of the collective agreement.
- 24.04 The Employer shall post the Floater positions in accordance with Article 13.
- 24.05 The Employer will provide a training program prior to posting these positions. Training opportunities will be made available based upon seniority.
- 24.06 The Employer agrees that there shall not be any loss of wages or benefits for custodians participating in approved training programs under this Article.
- 24.07 Floater custodians required to work at more than one location during their shift shall be paid the applicable mileage allowance for all distance travelled between the locations. Should the employee be assigned to a location outside of their designated zone, they shall be paid the applicable mileage allowance to and from work.
- 24.08 Floater custodians would be the initial replacement for Charge custodians, if a custodian is required to be brought in from another location.
- 24.09 If a floater custodian is not available the afternoon shift custodian would be offered to cover the charge custodian recognizing there would not be any shift change notification. This would be pre-arranged by site.
- 24.10 Where necessary, permanent part-time employees would be offered additional hours (at straight time - no overtime) to fill in for absent or vacant afternoon/midnight positions to a maximum eight (8) hours per day in the zone but within the employee's assigned building first. This would be pre-arranged by site.

## **ARTICLE 25 - TECHNOLOGICAL CHANGE**

- 25.01 For the purpose of this Agreement, technological change shall mean the introduction of equipment, material or processes different in nature from that previously utilized by the Employer.
- 25.02 Should it become necessary to introduce technological changes which may have an effect on the employment status of bargaining unit employees:
- (a) The Employer will notify the Union as far as possible in advance of their intentions and will advise the employees affected not less than ninety (90) calendar days prior to such changes.
  - (b) The Union will also be provided with information as new developments arise and modifications are made.
  - (c) The Employer will provide the Union with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- 25.03 The Notice to the Union shall be given in writing and shall contain pertinent data, including:
- (a) The nature of the change.
  - (b) The date on which the Employer proposes to effect the change.
  - (c) The approximate number, type and location of employees likely to be affected by the change; and
  - (d) The effects the change may be expected to have on employees working conditions and terms of employment.
- 25.04 The Employer agrees to provide appropriate training where it is demonstrated that an employee, whose position is affected by technological changes, may be able to retain their position with such training. The training period shall not exceed ninety (90) consecutive calendar days. During such training period, the employee shall continue to be paid at their regular rate of pay and regular hours of work.
- 25.05 An employee who is displaced from their job as a result of technological change shall exercise their rights under Article 7.

25.06 Current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Employer mutually agree to exclude them.

## **ARTICLE 26 - GENERAL**

26.01 The employer will not enter into any private agreement with an employee in the bargaining unit, the terms of which are contrary to the terms of this agreement.

26.02 (a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason the employer shall print at equal costs, sufficient copies of the agreement in booklet form in a Union shop within thirty (30) days of signing.

(b) At the time of hiring, the Employer agrees to provide all new employees with a copy of the current collective agreement and any applicable employer policies, brochures (including those dealing with pregnancy leave, EAP, sexual harassment and benefits).

(c) An Officer of the Union shall be given the opportunity to welcome each new employee within regular working hours for the purpose of acquainting the new employee with benefits, duties and responsibilities of Union membership.

26.03 A first aid kit supplied by the employer shall be placed at each worksite and in all board owned vehicles.

26.04 No employee shall be required to drive their own vehicle through a picket line, be it legal or not.

26.05 With the prior permission of the Employer the Union may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the building in which they are held.

26.06 Unless legislation mandates, work fare participants shall not replace existing members of the bargaining unit.

26.07 A representative of the National Union and/or President of the local Union may request to be an observer at meetings or dealings with the Employer. It is understood that they do not have any voting privileges where voting on issues is a requirement.

- 26.08 Employees will not be required to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the employee to risk of injury or liability for negligence. It shall not be part of the duties and responsibilities of a member of the bargaining unit to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.
- 26.09 The Board shall provide adequate insurance protection for employees of the Bargaining Unit against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of the employees covered in this agreement including legal fees involved in the defense of a civil action by the insurer in accordance with limitations as set forth in the insurance policy providing the employee's actions were lawful.
- 26.10 (a) It is understood that the Employer may continue to contract out the custodial work at the schools listed below, which are serviced by outside cleaning contractors as of the effective date of this agreement.

**Contracted schools:**

Adult Ed. Centre, St.Thomas	Alternative School, St.Thomas	Annandale School
Caradoc Noth P.S.	CEC South Office, St.Thomas	Davenport P.S.
Drumbo P.S.	Dunwich-Dutton P.S.	E.C. Ed. Centre,
	St.Thomas	
Ekcoe Central P.S.	CEC West, Hyde Park	Field Studies,
	Woodstock	
Glendale S.S.	Mary Bucke P.S.	Myrtle St. P.S.
New Sarum P.S.	North Middlesex D.H.S.	Outdoor Ed., Aylmer
Parkhill-W. Williams P.S.	Plattsville P.S.	Port Stanley P.S.
P. Anne P.S., Ingersoll	Princeton P.S.	South Dorchester
	P.S.	
South Ridge P.S.	Springfield P.S.	Strathroy Adult Ed.
Wellington St. P.S.	West Elgin Sr. P.S.	

- (b) The Employer shall notify the Union in writing, if it retenders any schools currently under private contract or renew/extends existing private contracts. Such notice shall be mailed to the Union President no less than thirty (30) days in advance of retendering.
- 26.11 Custodial work in new schools built or purchased by the board and custodial work currently done by CUPE Board employees in existing facilities shall be preformed by bargaining unit members. This does not apply to areas or facilities that are leased by or to the Board or that are joint ventures or co-operative type arrangements, but such lease, joint venture or co-operative type arrangements will not cause a lay-off of current custodial staff.

- 26.12 The Employer will not contract out any work which will result in any employee in the bargaining unit being laid off work or suffering a reduction in their regular hours of work or hourly rate of pay. The Employer will not contract out any work while there are qualified employees on layoff who are available to perform the work.
- 26.13 Accommodation of needs for custodial space will take place when a school undergoes a major renovation or action such as Oxbow and Roosevelt.
- 26.14 Employees whose jobs are not in the bargaining unit shall not perform any bargaining unit work while employees qualified to perform the available work are on lay-off, nor shall such employees be utilized to the extent that it causes the lay-off or reduction in hours of bargaining unit members.

#### **ARTICLE 27 - GROUP R.R.S.P. SEVERANCE FUND**

- 27.01 Effective thirty (30) days following the signing of this Agreement, the former London Board of Education Group R.R.S.P. will be terminated.
- 27.02 Within sixty(60) days following the termination of the Group R.R.S.P. Plan, the amount accumulated in the Fund in the name of the individual employee shall be transferred to a Fund of the employee's choice.

#### **ARTICLE 28 - TERM OF AGREEMENT**

- 28.01 This agreement shall be for a term commencing on the date of ratification (2000 August 29) and ending 2001 December 31 unless either party gives notice in writing to the other not less than thirty (30) or more than one hundred and twenty (120) days prior to the expiry date hereof of that party's intention to renew the Collective Agreement with or without modifications in accordance with the Ontario Labour Relations Board.
- 28.02 No changes can be made to this Agreement without the written consent of the parties nor can any changes be made to the Agreement without submitting the changes for ratification by the parties as determined by their respective bargaining procedures.

#### **ARTICLE 29 - BENEFITS**

- 29.01 (a) Subject to the availability through an insurance carrier of the group insurance plans specified below, common benefit plans for all eligible employees of the bargaining unit shall be implemented effective the



1<sup>st</sup> of January 2001. The Plans shall be comprised of the following components.

- (i) Health Plan: including Vision Care and Out of Province coverage as per Appendix B (Benefits).
- (ii) Dental Plan: including major restorative and orthodontics as per Appendix B (Benefits).
- (iii) Life Insurance Plan: including basic group life, dependent life and optional employee life as below.
- (iv) Long Term Disability Plan: Benefit formula will be sixty six and two thirds (66 2/3) percent.
- (v) Ontario Health Insurance Plan.

- (b) Employees are eligible to participate in the benefit plans once they have obtained Seniority as per Article 6, provided they are not on lay-off other than school breaks.
- (c) The Benefit Plans in effect until the common plan becomes effective shall be those that existed in the relevant collective agreements of the applicable predecessor Board.

- 29.02
- (a) The Employer will pay on behalf of each eligible full-time employee one hundred percent (100%) of the premium for Health, Dental Plans and Basic Group Life Insurance (2.5 times salary, maximum \$100,000).
  - (b) Employees will pay one hundred percent (100%) of Long Term Disability Plan premiums.
  - (c) Participation in the Long Term Disability, Basic Life Insurance, Health and Dental Plans is a condition of employment for all full-time employees. Full-time employees may decline participation in the Health and Dental Plans provided proof of coverage by a spouse's plan is submitted.

29.03 The Employer shall retain the Federal Employment Premium Rebates and apply them to the cost of the Basic Group Life Premium.

29.04 Eligible part-time employees regularly scheduled to work at least seventeen and one half (17.5) hours but less than twenty-four (24) hours per week will be eligible to participate in the Benefit Plans in 29.01 (a) (i), (ii) and (iii)

above. The Employer's contribution to the Health & Dental Plans and the Group Life Insurance shall be pro-rated in accordance with the employee's FTE. Any part-time employee working less than 17.5 hours per week and participating in the Benefit Plans at the date of ratification will continue to be covered by the insurance benefit plans.

- 29.05 (a) Optional Employee Life Insurance is available to a maximum of \$100,000 in \$25,000 blocks.
- (b) Dependent Group Life Insurance is also available to all employees as follows:
- |                    |                                   |
|--------------------|-----------------------------------|
| Spouse             | \$25,000                          |
| Dependent children | \$10,000 for each dependent child |
- (c) All the above mentioned plans will be administered by the Employer with full premium costs of the plan and administration costs being paid by the employees.
- 29.06 The Insurance Plans as outlined in this Article shall be as more particularly described and set forth in the respective policies of insurance. Any dispute over payment of benefits under any such policies shall be adjusted between the employee and the insurer concerned, but the employer will use it's best efforts to adjust and settle and such dispute.
- 29.07 A copy of the master policy or policies of the benefit plans as set out in this Article shall be provided to the Bargaining Unit Executive.
- 29.08 Subject to eligibility requirements and the provisions of any legislation, an employee on any leave of absence without pay shall be required to continue participation in the benefit plans while on leave and shall be responsible for paying 100% of the premium costs.
- 29.09 Surviving dependents, as defined in the policy, of a deceased employee shall be entitled to have existing health and dental coverage continue at the surviving dependent's cost for a period of up to one (1) year after the death of the Employee.
- 29.10 An employee who retires to an unreduced pension or reduced pension shall have the option of continuing uninterrupted the benefit coverage which was in existence on the date immediately prior to the date of retirement, for each of the Health, Dental and Basic Group Life Insurance to age sixty-five(65) by making full premium payments monthly in advance, to the Employer. The cost of such premiums shall be at the group rate for retired employees. Effective September 01, 2002, the group rate for retired employees shall be based on the costs incurred (experience) for the period from 2000 September 01 to 2002 August 31. The group rate for retired employees

shall be the same as the active employee rate for the bargaining unit from the date of ratification to 2002 August 31.

- 29.11 Current eligible employees may enrol in the basic group life, long term disability, health and dental plans which are available under this Article whether they are currently enrolled or not. The open enrolment period will extend thirty (30) calendar days from the effective date of the new plans. Employees may apply for optional employee life and dependent life insurance by providing evidence of insurability as specified by the insurer.

### **ARTICLE 30 - BULLETIN BOARDS**

- 30.01 The Union shall have the use of a bulletin board in the Employer's premises for the purposes of posting notices relating to the Union business or employee matters.

### **ARTICLE 31 - AMALGAMATION**

- 31.01 In the event that the Thames Valley District School Board shall merge, amalgamate or combine any of its operations or functions with another board of Education, the Board will use its best efforts to ensure that:
- (a) bargaining unit employees shall be credited with all seniority rights with the new employer;
  - (b) all service credits relating to vacation with pay, sick leave credits, pensionable service and other benefits shall be recognized by the new employer;
  - (c) condition of employment and wage rates with the new employer shall be at least equal to those contained in this collective agreement;
  - (d) no employee(s) shall suffer a loss of employment as a result of the merger;
  - (e) preference in location in the merged Board shall be on the basis of seniority; and
  - (f) it will solicit input from Local 4222 regarding items (a-e) as set forth above and keep the President informed of the status of the discussions involving those items.

## **ARTICLE 32 - STUDENTS**

- 32.01 The Union recognizes the value of students gaining work experience. In this spirit, students shall be allowed to work for the employer from May 01 to October 01 of each calendar year or during work term or co-op assignments.
- (a) A student must be a bonafide student.
  - (b) Students will not become permanent or probationary employees, or members of the bargaining unit and shall not be covered by the collective agreement.
  - (c) Students not on a work term assignment or Co-op placement, shall receive a minimum rate of pay of \$9.62 per hour and pay Union dues.
  - (d) No bargaining unit employee shall suffer a loss of regular hours, benefits or pay as a result of the use of the above-noted students.

## **ARTICLE 33 - PERSONAL VEHICLE USE**

- 33.01 An employee who is required and authorized by the Employer to use a personal automobile in the performance of their normal duties shall be compensated for mileage traveled in accordance with the Board policy which may be changed from time to time.
- 33.02 Maintenance or Information Technology Employees required and authorized by the Employer to transport tools, materials or equipment in their personal vehicle which is necessary for the performance of their duties, shall receive an additional ten (10¢) /km above the set rate.
- 33.03 An employee who carries tools, supplies or equipment in their vehicles shall not be liable for replacement or repair in the event of damage or loss of said equipment by a third party, provided that said employee has in no way been negligent.
- 33.04 Employees required to use their own vehicle shall be given appropriate board identification for their vehicle which will allow them access and parking on board property at each location.
- 33.05 Employees required to use their own vehicle in the performance of their regular duties will be excused from such use on days when their vehicle is unavailable due to servicing or other urgent needs which shall be or are infrequent basis.

## **ARTICLE 34 - PAYMENT OF WAGES**

- 34.01 The employer shall pay salaries and wages bi-weekly and they shall be available prior to the beginning of the banking day on alternate Friday's covering the two (2) week period up to and including the pay date in accordance with Schedule "A" attached hereto and forming part of this agreement, recognizing that overtime or other non-standard payments will be included in a subsequent deposit. On each payday each employee shall be provided with an itemized Statement of salary (wages) and deductions.
- 34.02 Each employee's salary or wage shall be deposited in a financial institution designated by the Employee.

#### **ARTICLE 35 - TEMPORARY EMPLOYEES**

- 35.01 Temporary Employees shall be defined as:
- (a) an employee hired for the specific purpose of replacing another employee absent due to a paid or unpaid leave of absence not to exceed twenty-four (24) consecutive months.

or

  - (b) an employee hired, for special projects or during periods of heavy workload, and for a specific term not to exceed three (3) consecutive months in the same assignment. Should it become necessary to extend the assignment of that temporary employee beyond three (3) months, it may be extended by mutual agreement of the parties. No one temporary employee under 35.01 (b) may work more than ninety (90) days in any twelve (12) month period calculated from the date of hire.
- 35.02 Temporary employees are only covered by the following provisions of the collective agreement: Temporary employees shall be paid the minimum rate of the position they were hired for as outlined in Schedule A.
- 35.03 Temporary employees shall be eligible for statutory holiday and vacation pay in accordance with the Ontario Employment Standards Act.
- 35.04 Temporary employees shall pay Union dues in accordance with CUPE 4222 By-Laws.
- 35.05 No employee who has acquired seniority under this agreement will be laid off nor shall a layoff be prolonged by reason of the employer hiring or retaining employees under this Article, nor will regular hours be reduced because of the use of a temporary employee.
- 35.06 By the 10<sup>th</sup> of each month the Union shall be given a "Temporary Report" which will include the names of the temporary employees who worked

during the previous month. The days worked and the location of the assignment will be provided when available.

- 35.07 Where practical, additional hours will be offered to qualified and available permanent part-time employees within their zone, prior to hiring temporary employees. This offer will involve semi-annual sign up opportunities so that permanent part-time employees can express their willingness to work additional hours.

#### **ARTICLE 36 - UNIFORMS**

- 36.01 (a) After the date of ratification, the employer will provide uniforms to all full-time custodians, maintenance and warehouse personnel as follows:
- 5 uniform shirts/smocks/golf shirts
  - 3 pairs of uniform trousers
- (b) After the date of ratification the employer will provide uniforms to all part time custodial personnel as follows:
- 2 uniform shirts/smocks/golf shirts
  - 2 pairs of uniform trousers
- (c) The employer in January 2001 will provide to all full-time custodial, maintenance and warehouse personnel the following:
- 3 uniform shirts/smocks/golf shirts
  - 3 pairs of uniform trousers
- (d) The employer in January 2001 will provide to all part time custodial, maintenance and warehouse personnel the following:
- 2 uniform shirts/golf shirts/smocks
  - 2 pair of uniform trousers.
- 36.02 Smocks will be provided to all permanent technicians/printing personnel as required.
- 36.03 The employer will provide an annual allowance for safety shoes of eighty-five (\$85) dollars per permanent maintenance/warehouse employee upon submission of receipt of purchase. The safety shoe allowance will be provided to permanent custodians/technicians at the discretion of the supervisor if required to perform specific duties.
- 36.04 All employees working at any dirty or hazardous situation shall be supplied with all necessary safety equipment and/or protective clothing by the Employer and will be required to use or wear the safety equipment or protective clothing so provided during the period of such work. An adequate supply of protective coveralls shall be made available and maintained by the employer

#### **ARTICLE 37 - TRAINING/PROFESSIONAL DEVELOPMENT**

- 37.01 Where an employee is specifically required by the Employer to undertake any course of instruction, or attend any seminar or conference, reimbursement for traveling expenses shall be paid by the Employer at the rates established for employees in its Policies, by-laws, and Regulations.
- 37.02 The Employer agrees to reimbursement to permanent employees for the amount of tuition or part thereof for any course of instruction undertaken and successfully completed by the employee, subject to the following conditions:
- (a) availability of funds;
  - (b) the employee must submit the content of the course to the Employer and receive the Employer's approval thereto prior to the commencement of the course;
  - (c) the subject matter of the course must be such as to improve the capability of the employee and for the betterment of the Employer;

#### **ARTICLE 38 - PAY EQUITY**

- 38.01 It is agreed by the Parties that the adjustment of salaries means that Pay Equity for the Bargaining Unit has been achieved under the approved Pay Equity Plans previously in place. It is further agreed that the current CUPE 4222B Job Evaluation Plan will be reviewed jointly and amended as agreed upon by the parties for Pay Equity Maintenance, no later than the expiration of this Collective Agreement.

#### **ARTICLE 39 - HARMONIZATION**

39.01 **Upon Ratification  
Retroactivity**

Predecessor Board salaries will be increased to the rates set out in Schedule A, retroactive to 1999 September 30 for employees on the payroll as of the date of ratification.

Employees on the payroll as of the date of ratification whose salaries do not require an adjustment of more than 25 cents per hour shall be paid a lump sum one time payment of \$950.00 for twelve (12) month employees and \$650.00 for ten (10) month employees, pro-rated for those hired after September 01, 1999.

Retroactivity on harmonization of salaries will be paid as soon as is reasonably possible.

39.02 **Effective 2000 September 01**

The wage grid shall be adjusted by 1.5%.

39.03 **Effective 2001 September 01**

The wage grid shall be adjusted by 1.5%.



# SIGNATURES

Dated at London, Ontario this ----- day of ----- 2000.

SIGNED and AGREED on behalf of the Thames Valley District School Board

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**Peter Jaffe**  
**Chairperson of the Board**

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**W. J. Laughlin**  
**Director of Education**

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**Patricia Smith**  
**Negotiations Advisory Committee**

**Elizabeth K. Strong**  
**Manager- Human Resource Services**

SIGNED and AGREED on behalf of the Canadian Union of Public Employees (CUPE 4222A)

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**Ted Clark**  
**Chairperson**

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**Randy Corey**  
**President**

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**Jennifer David**  
**National Representative - CUPE**

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*Collective Agreement between CUPE 4222A and the  
Thames Valley District School Board*

# SCHEDULE A

The following shall be the regular rates of pay and job classifications of employees covered by the Bargaining Unit effective September 30, 1999 for employees on the Board's payroll on the date of ratification.

## A1 Custodial Services

Where there are three or more employees on any portion of an afternoon/night shift one shall be in a position of responsibility, provided the portion is 3.5 hours or more.

Any person presently in a position of responsibility who is affected by the introduction of a new shift and loses status shall retain their responsibility allowance. Such person must apply for one of the next two (2) available positions of responsibility or lose status

### Custodians

Category	Position	Rate of Pay
Category A	Charge Custodian	\$16.77 per hour + responsibility allowance
	Shift Leader	\$16.77 per hour + 40 cents per hour
	Floater	\$16.77 per hour
	4 <sup>th</sup> Class Stationary Engineer (if required)	\$16.77 + 82 cents per hour
Category B	Custodian Start	\$14.84 per hour
	After 6 months	\$15.24 per hour
	After 12 months	\$15.70 per hour
	(Former London Grade 4 & 5 Custodians who are not in category A will be in Category B but will not suffer any rate reduction and will be green-circled (i.e., receive the 1.5% increases during this agreement) with the understanding that these employees would apply for positions in Category A if qualified and the position is within the London Area (Zone 1, 2 and London schools in Zone 5), and if they chose not to, they will be red-circled at the rate at that time).	

<b>Category C</b>	Light Duty Custodian (Former Local 190 only)	\$14.85 per hour
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<b>Building Category</b>	<b>Floor Area</b>	<b>Responsibility Allowance</b>
Category A1	Up to 32,000 sq. ft.	.53 cents per hour
Category A2	32,001 to 64,000 sq. ft.	.70 cents per hour
Category A3	64,001 to 150,000 sq. ft.	87 cents per hour
Category A4	150,001 to 219,000 sq. ft.	\$1.06 per hour
Category A5	greater than 219,001 sq. ft.	\$1.25 per hour

Responsibility allowances do not enter into the calculation of overtime.

## **A2 Maintenance/Technical Services**

A lead hand shall in such appointment, be paid responsibility pay in accordance with Schedule A, Retroactive to the date of being appointed lead hand to the date of termination of such.

<b>Category</b>	<b>Position</b>	<b>Rate of pay</b>
<b>Category 1 (Mandatory Licence required)</b>	Plumber	\$20.77 per hr.
	Plumber/Control	\$20.77 per hr.
	Steam Fitter	\$20.77 per hr.
	Electrician	\$20.77 per hr.
	Refrigeration	\$20.77 per hr.
	Boiler/Gas	\$20.77 per hr.
<b>Category 2 A (Licence required)</b>	Carpenter	\$20.35 per hr.
	Glazier	\$20.35 per hr.
<b>Category 2 B (Licence required)</b>	Painter	\$18.22 per hr.
	Mason	\$18.22 per hr.
	Any current unlicenced carpenter, painter or mason will be paid category 2A/B on condition that by September 01, 2001 they must have obtained their licence, and if not will be at category 3 rate of \$17.87.	

For licensed trades employees who have more than one year of service in Categories 1, 2A or 2B positions who are required by law or by the Employer to have and maintain a valid trades certificate(s) for their position will be reimbursed for the actual government fees paid by the employee in maintaining said licenses/certificates. The Employer may require the Employee to produce documentation verifying that the certificates are up to date, in good standing and that the fee(s) has been paid.

<b>Category 3 A (General Maintenance)</b>	General Maintenance	\$17.87 per hr.
	Driver/Operator	\$17.87 per hr.
	Flooring	\$17.87 per hr.
	Grounds Worker	\$17.87 per hr.
<b>Category 3 B</b>	General Labour	\$15.62 per hr.
<b>Category 4</b>	Stores Person I	\$13.69 per hr.
<b>Category 5</b>	Section Head	\$16.09 per hr. + \$1.25 Responsibility Allowance
	Driver/Shipper/Receiver/Stores Person II	\$16.09 per hr.

- Lead Hand Allowance will be \$1.25 per hr.

### A 3 Information Technology / Media Services

Job Classification	Rates per hour						
	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.
General Technician	\$9.95	\$10.60	\$11.26	\$11.91	\$12.57	\$13.23	\$14.15
Network Technician, Media Services Technician, Video Tape Technician and Graphic Designer/ Desktop Publishing	\$12.04	\$13.12	\$14.33	\$15.59	\$16.91	\$18.19	\$19.36
AV/Computer Technician and Media Production Technician	\$13.78	\$15.29	\$16.67	\$18.19	\$19.61	\$21.04	\$22.49
Technical Support Analyst	\$14.47	\$16.06	\$17.49	\$19.61	\$20.58	\$22.10	\$23.62
Technical Support Specialist	\$19.24	\$20.20	\$21.21	\$22.27	\$23.24	\$24.55	\$25.78

#### Allowances

A Responsibility Allowance of \$1.25 for a Technical Support Analyst is paid at the discretion of Management to a Technical Support Analyst who provides leadership to a group of employees in an area of technical speciality. The allowance shall not enter into the calculation for overtime pay.

**A4 Printing Services**

Job Classification	Job Title	Rate of pay		
		Start	1 Year	2 Years
Category 1	Finisher and Clerk	\$13.08 per hr.	\$14.29 per hr.	\$15.70 per hr.
Category 2	Press Operator	\$13.84 per hr.	\$15.24 per hr.	\$16.77 per hr.
Category 3	Control Operator	\$15.06 per hr.	\$16.52 per hr.	\$18.22 per hr.

**NOTE:** Information Technology and Printing personnel will not suffer a reduction in their current rate by virtue of their placement on the grid and current employees will be placed on the grid based on their continuous years of service with the Board and any predecessor Board.

**A5 Bus Drivers**

Bus Drivers on regularly assigned routes hired prior to September 01, 1999 will be paid a flat rate of \$893.40 per month.

Bus Drivers will be reimbursed for the actual costs of Physical Examinations by a licensed practitioner in conjunction with renewal of required licenses.

**A6 Miscellaneous**

- **Students**

The rate of pay for Students will be \$9.62 per hour

- **Temporary Employees**

Temporary Employees shall be paid the minimum rate of the position they were hired for as outlined in Schedule A.

**Summary of Schedule A  
Base Hourly Rates**

**A1 Custodial Services**

	<b>1999 September 30</b>	<b>2000 September 01</b>	<b>2001 September 01</b>
<b>Category A</b>	\$16.77	\$17.02	\$17.28
<b>Category B</b>			
<b>Start</b>	\$14.84	\$15.06	\$15.29
<b>6 months</b>	\$15.24	\$15.47	\$15.70
<b>1 year</b>	\$15.70	\$15.94	\$16.17
<b>Category C</b>	\$14.85	\$15.07	\$15.30

**A2 Maintenance/Technical Services**

	<b>1999 September 30</b>	<b>2000 September 01</b>	<b>2001 September 01</b>
<b>Category 1</b>	\$20.77	\$21.08	\$21.40
<b>Category 2A</b>	\$20.35	\$20.66	\$20.97
<b>Category 2B</b>	\$18.22	\$18.49	\$18.77
<b>Category 3A</b>	\$17.87	\$18.14	\$18.41
<b>Category 3B</b>	\$15.62	\$15.85	\$16.09
<b>Category 4</b>	\$13.69	\$13.90	\$14.10
<b>Category 5</b>	\$16.09	\$16.33	\$16.58

**A3 Information Technology / Media Services**

		<b>Band 1</b>	<b>Band 2</b>	<b>Band 3</b>	<b>Band 4</b>	<b>Band 5</b>
<b>Start</b>	1999 Sept. 30	\$9.95	\$12.04	\$13.78	\$14.47	\$19.24
	2000 Sept. 01	\$10.10	\$12.22	\$13.99	\$14.69	\$19.53
	2001 Sept. 01	\$10.25	\$12.40	\$14.20	\$14.91	\$19.82
<b>1 Year</b>	1999 Sept. 30	\$10.60	\$13.12	\$15.29	\$16.06	\$20.20
	2000 Sept. 01	\$10.76	\$13.32	\$15.52	\$16.30	\$20.50
	2001 Sept. 01	\$10.92	\$13.52	\$15.75	\$16.55	\$20.81
<b>2 Years</b>	1999 Sept. 30	\$11.26	\$14.33	\$16.67	\$17.49	\$21.21
	2000 Sept. 01	\$11.43	\$14.54	\$16.92	\$17.75	\$21.53
	2001 Sept. 01	\$11.60	\$14.76	\$17.17	\$18.02	\$21.85
<b>3 Years</b>	1999 Sept. 30	\$11.91	\$15.59	\$18.19	\$19.61	\$22.27
	2000 Sept. 01	\$12.09	\$15.82	\$18.46	\$19.90	\$22.60
	2001 Sept. 01	\$12.27	\$16.06	\$18.74	\$20.20	\$22.94

**A3 Information Technology/Media Services (continued)**

		<b>Band 1</b>	<b>Band 2</b>	<b>Band 3</b>	<b>Band 4</b>	<b>Band 5</b>
<b>4 Years</b>	1999 Sept. 30	\$12.57	\$16.91	\$19.61	\$20.58	\$23.24
	2000 Sept. 01	\$12.76	\$17.16	\$19.90	\$20.89	\$23.59
	2001 Sept. 01	\$12.95	\$17.42	\$20.20	\$21.20	\$23.94
<b>5 Years</b>	1999 Sept. 30	\$13.23	\$18.19	\$21.04	\$22.10	\$24.55
	2000 Sept. 01	\$13.43	\$18.46	\$21.36	\$22.43	\$24.92
	2001 Sept. 01	\$13.63	\$18.74	\$21.68	\$22.77	\$25.20
<b>6 Years</b>	1999 Sept. 30	\$14.15	\$19.36	\$22.49	\$23.62	\$25.78
	2000 Sept. 01	\$14.36	\$19.65	\$22.83	\$23.97	\$26.17
	2001 Sept. 01	\$14.58	\$19.95	\$23.17	\$24.33	\$26.56

**A4 Printing Services**

		<b>Category 1</b>	<b>Category 2</b>	<b>Category 3</b>
<b>Start</b>	1999 Sept. 30	\$13.08	\$13.84	\$15.06
	2000 Sept. 01	\$13.28	\$14.05	\$15.29
	2001 Sept. 01	\$13.48	\$14.26	\$15.52
<b>1 Year</b>	1999 Sept. 30	\$14.29	\$15.24	\$16.52
	2000 Sept. 01	\$14.50	\$15.47	\$16.77
	2001 Sept. 01	\$14.72	\$15.70	\$17.02
<b>2 Years</b>	1999 Sept. 30	\$15.70	\$16.77	\$18.22
	2000 Sept. 01	\$15.94	\$17.02	\$18.49
	2001 Sept. 01	\$16.17	\$17.28	\$18.77

**A5 Bus Drivers**

1999 September 30            \$893.40 per month

2000 September 01            \$906.80 per month

2001 September 01            \$920.40 per month

**A6 Students**

1999 September 30            \$9.62 per hour

2000 September 01            \$9.76 per hour

2001 September 01            \$9.91 per hour

## SCHEDULE B

The employer shall provide a schedule of all total square footage for each location including portables, and the appropriate category designation prior to ratification of this Agreement. The assigning of the category shall be discussed with the Union prior to release, and such shall form part of this Agreement as Schedule B.

This Schedule shall be updated by the Employer each year on or about September 30 and a copy shall be forwarded to the Union within 30 days thereof.

Building square footage and Portable count document as per employers submission will be subject to review as per Article 16.11.

### Elementary Buildings Square Footage

Category	Name of School	Location Code	Total sq. ft.	Total m <sup>2</sup>
A1	A J Baker	1010	19,148	1,779
A1	A. E. Duffield P.S.	1005	28,006	2,602
A1	Adelaide - W G MacDonald P.S.	1020	29,114	2,705
A1	Aldborough P.S.	1025	29,911	2,779
A1	Balaclava Street P.S.	1050	30,126	2,799
A1	Beachville P.S.	1055	19,298	1,793
A1	Biddulph Central P.S.	1060	18,050	1,677
A1	Bishop Townsend P.S.	1065	23,614	2,194
A1	Brick Street P.S.	1075	31,224	2,901
A1	Broadway P.S.	1080	15,639	1,453
A1	Byron Northview P.S.	1085	26,908	2,500
A1	Caradoc South P.S.	1110	13,960	1,297
A1	Caradoc North P.S.	1115	19,104	1,775
A1	Caradoc Central P.S.	1105	28,038	2,605
A1	Centennial Central P.S.	1120	26,305	2,444
A1	D M Sutherland Sr P.S.	1155	29,383	2,730
A1	Delaware Central P.S.	1165	25,142	2,336
A1	Drumbo Central P.S.	1170	16,134	1,499
A1	East Oxford P.S.	1190	27,887	2,591



A1	East Williams Memorial P.S.	1185	24,034	2,233
A1	Eastdale P.S.	1195	27,263	2,533
A1	Elgin Court PS Annex (ECE	1215	29,329	2,725
A1	Elliott Fairbairn - Tillsonburg	1220	14,315	1,330
A1	Forest Park-Mary Bucke	1260	6,361	591
A1	Forest Park-Mary Bucke P.S.	1260	28,414	2,640
A1	Hillcrest P.S.- Woodstock	1280	24,486	2,275
A1	Homedale Sr P.S.	1290	33,383	3,101
A1	Huron Heights P.S.	1295	27,532	2,558
A1	John Dearness P.S.	1320	27,629	2,567
A1	Leesboro Central P.S.	1340	20,654	1,919
A1	Lockes/Edward Street P.S.	1345	11,312	1,051
A1	Lucan P.S.	1370	15,058	1,399
A1	M B McEachren P.S.	1375	25,562	2,375
A1	Manor and Highland Park P.S.	1385	26,682	2,479
A1	McGillivray Central P.S.	1410	21,322	1,981
A1	Metcalfe Central P.S.	1415	15,413	1,432
A1	Mosa Central P.S.	1420	22,936	2,131
A1	Myrtle Street P.S.	1430	27,327	2,539
A1	North Norwich P.S.	1445	21,117	1,962
A1	Northdale Central Sr P.S.	1460	24,432	2,270
A1	Northdale P.S. - Woodstock	1470	24,863	2,310
A1	Northdale P.S. - London	1465	17,587	1,634
A1	Norwich P.S.	1480	28,264	2,626
A1	Orchard Park P.S.	1490	26,768	2,487
A1	Otterville Central P.S.	1495	21,010	1,952
A1	Oxbow P.S.	1500	29,719	2,761
A1	Oxford Park P.S.	1505	22,979	2,135
A1	Parkhill-West Williams P.S.	1510	26,036	2,419
A1	Parkview P.S.	1515	26,994	2,508
A1	Plattsville & District P.S.	1520	31,892	2,963
A1	Plover Mills P.S.	1525	19,492	1,811

A1	Port Burwell P.S.	1530	22,581	2,098
A1	Prince Andrew P.S.	1545	19,449	1,807
A1	Princess Elizabeth P.S. -	1560	29,329	2,725
A1	Princess Anne P.S. - Ingersoll	1550	21,236	1,973
A1	Princeton Central P.S.	1570	18,168	1,688
A1	Scott Street P.S.	1600	25,035	2,326
A1	Sherwood Forest P.S.	1605	16,995	1,579
A1	Sir Isaac Brock P.S.	1615	31,525	2,929
A1	Sir George-Etienne Cartier P.S.	1620	27,016	2,510
A1	South Dorchester P.S.	1630	18,803	1,747
A1	Southdale P.S.	1640		2,6
A1	Southside P.S.	1645	20,719	1,925
A1	Southwold /Elmdale P.S.(Annex)	1650	15,230	1,415
A1	Springbank P.S.	1660	29,684	2,758
A1	Springfield P.S.	1665	23,442	2,178
A1	Sweaburg	1690	5,597	520
A1	Thamesford P.S.	1705	30,373	2,822
A1	Tollgate Central P.S.	1710	15,327	1,424
A1	University Heights P.S.	1725	24,271	2,255
A1	Valleyview Central P.S.	1730	22,376	2,079
A1	Victoria P.S. - Woodstock	1735	17,393	1,616
A1	Wellington P.S.	1755	30,492	2,833
A1	Westdale P.S.	1765	20,676	1,921
A1	Westfield P.S.	1770	15,962	1,483
A1	Westminster Central P.S.	1775	28,630	2,660
A2	Aberdeen P.S.	1015	42,998	3,995
A2	Algonquin P.S.	1030		5,4
A2	Annandale HS (Elem)	2020	39,436	3,664
A2	Arthur Stringer P.S.	1040	33,075	3,073
A2	Arthur Ford P.S.	1035	35,497	3,298
A2	Byron Southwood P.S.	1095	40,932	3,803
A2	C C Carrothers P.S.	1100	45,011	4,182
A2	Central Sr P.S.	1125	40,200	3,735
A2	Chippewa P.S.	1135	59,616	5,539
A2	Clara Brenton P.S.	1140	33,355	3,099
A2	Cleardale P.S.	1145	60,219	5,595
A2	Colborne Street P.S.	1150	34,184	3,176
A2	Davenport P.S.	1160	39,070	3,630

A2	Dunwich-Dutton P.S.	1175	40,846	3,795
A2	Ealing P.S.	1180	47,185	4,384
A2	Ekcoe Central P.S.	1205	37,445	3,479
A2	Elgin Court P.S.	1215	34,657	3,220
A2	Empress P.S.	1235	45,172	4,197
A2	Evelyn Harrison P.S.	1245	42,288	3,929
A2	Fairmont P.S.	1255	34,851	3,238
A2	Franklin D. Roosevelt P.S.	1250	40,188	3,733
A2	Harris Heights P.S.	1270	34,743	3,228
A2	Hickson Central P.S.	1275	39,845	3,702
A2	Hillcrest P.S. - London	1285	34,646	3,219
A2	Innerkip Central P.S.	1300		3,0
A2	Jeanne- Sauve P.S.	1310	38,521	3,579
A2	Knollwood Park P.S.	1330	48,853	4,539
A2	Lester B Pearson School for the	1335	58,196	5,407
A2	Lockes/Edward Street P.S.	1345	46,776	4,346
A2	Lord Elgin P.S.	1355	40,211	3,736
A2	Lord Nelson P.S.	1350	63,943	5,941
A2	Lord Roberts P.S.	1360	40,975	3,807
A2	Maple Lane/Elliott Fairbairn P.S.	1390	32,128	2,985
A2	Masonville P.S.	1400	38,911	3,615
A2	McGregor P.S.	1405	39,393	3,660
A2	Mountsfield P.S.	1425	51,641	4,798
A2	New Sarum P.S.	1435	40,997	3,809
A2	Nicholas Wilson P.S.	1440	34,625	3,217
A2	North Meadows P.S.	1450	36,928	3,431
A2	Northbrae P.S.	1455	42,278	3,928
A2	Northridge P.S.	1475	43,569	4,048
A2	Oliver Stephens Sr P.S.	1485	45,172	4,197
A2	Port Stanley P.S.	1535	33,893	3,149
A2	Prince Charles P.S.	1540		5,0
A2	Princess Anne P.S. - London	1555	41,987	3,901
A2	Rick Hansen P.S.	1575	45,452	4,223
A2	River Heights P.S.	1580	33,398	3,103
A2	Riverside P.S.	1585	48,649	4,520
A2	Rolph Street P.S.	1590	42,406	3,940
A2	Ryerson P.S.	1595	41,039	3,813
A2	Sir Winston Churchill P.S.	1610	35,357	3,285

A2	South Ridge P.S.	1635	32,687	3,037
A2	Southwold /Elmdale P.S.	1650	50,392	4,682
A2	Sparta P.S.	1655	35,798	3,326
A2	St Georges P.S.	1670	42,772	3,974
A2	Stoneybrook P.S.	1675	41,201	3,828
A2	Straffordville P.S.	1680	47,336	4,398
A2	Summer's Corners P.S.	1685	61,317	5,697
A2	Tavistock P.S.	1695	41,448	3,851
A2	Tecumseh P.S.	1700	44,828	4,165
A2	Trafalgar P.S.	1715	38,973	3,621
A2	Tweedsmuir P.S.	1720	38,370	3,565
A2	Victoria P.S. - London	1740	46,173	4,290
A2	Victory Memorial P.S.	1745	53,148	4,938
A2	West Elgin Sr P.S.	1760	34,442	3,200
A2	Wilton Grove P.S.	1795	62,404	5,798
A2	Woodland Heights P.S.	1800	58,497	5,435
A2	Wortley Road P.S.	1805	46,970	4,364
A2	Zorra Highland Park P.S.	1810	35,529	3,301
A3	Ashley Oaks P.S.	1045	71,359	6,630
A3	Bonaventure Meadows P.S.	1070	70,584	6,558
A3	Byron Somerset P.S.	1090	70,175	6,520
A3	Emily Carr P.S.	1230	65,514	6,087
A3	Glen Cairn P.S.	1265	105,209	9,775
A3	Jack Chambers P.S.	1305	68,431	6,358
A3	John P Robarts P.S.	1315	71,531	6,646
A3	Kensal Park P.S.	1325	77,440	7,195
A3	Lorne Avenue P.S.	1365	78,269	7,272
A3	Princess Elizabeth P.S. - London	1565	64,320	5,976
A3	Sir John A. MacDonald P.S.	1625	65,396	6,076
A3	W. Sherwood Fox P.S.	1750	64,987	6,038
A3	Westmount P.S.	1780	64,320	5,976
A3	White Oaks P.S.	1785	119,502	11,103
A3	Wilfrid Jury P.S.	1790	94,349	8,766

**Secondary Schools  
Square Footage**

Category	Name of School	Location No.	Total sq. ft.	Total m <sup>2</sup>
A3	Annandale H.S. (Sec)	2022	26,316	2,445
A3	Arthur Voaden S.S.	2030	149,563	13,896
A3	Central S.S.	2070	127,671	11,862
A3	Central Elgin CI	2060	100,064	9,297
A3	College Avenue S.S.	2090	143,105	13,296
A3	Glencoe DHS	2120	77,547	7,205
A3	Glendale HS	2130	111,591	10,368
A3	Lord Dorchester S.S.	2180	93,391	8,677
A3	Medway HS	2210	117,780	10,943
A3	North Middlesex DHS	2230	71,100	6,606
A3	Norwich DHS	2240	60,069	5,581
A3	Sir George Ross S.S.	2270	111,774	10,385
A3	South S.S.	2290	131,470	12,215
A3	Strathroy District CI	2320	146,463	13,608
A3	Thames S.S.	2340	97,901	9,096
A3	West Elgin S.S.	2360	85,318	7,927
A3	Woodstock CI	2390	101,301	9,412
A4	A.B. Lucas	2190	157,290	14,614
A4	East Elgin S.S.	2100	201,494	18,721
A4	G A Wheable Centre for Adult	3050	158,636	14,739
A4	Huron Park S.S.	2150	150,951	14,025
A4	Ingersoll District CI	2160	188,342	17,499
A4	Montcalm S.S.	2220	195,004	18,118
A4	Oakridge S.S.	2250	159,787	14,845
A4	Parkside CI	2260	150,305	13,965
A4	Sir Frederick Banting S.S.	2040	198,308	18,425
A4	Sir Wilfrid Laurier S.S.	2170	164,438	15,278
A4	Westminster S.S.	2370	158,539	14,730
A5	Clarke Road S.S.	2080	230,888	21,452
A5	H B Beal S.S.	2140	289,266	26,876
A5	Saunders S.S.	2280	296,467	27,545

**Miscellaneous Buildings  
Square Footage**

Category	Name of the Building	Total Sq. Ft.	Total m <sup>2</sup>
A1	Administration Building - Woodstock	23,259	2,161
A1	Administration Office - St. Thomas	25,401	2,360
A1	Adult Education - St. Thomas	3,708	344
A1	Adult Learning Centre - Strathroy	2,217	206
A1	Association for Community Living	240	22
A1	Aylmer Missionary Church	1,800	167
A1	Beachville Education Centre	3,928	365
A1	Blossom Park Education Centre	12,851	1,050
A1	Boler Road House - London	2,437	226
A1	Dundas Centre - London	1,550	144
A1	Eden Public School	6,156	572
A1	Elkview (Continuing Education)	600	56
A1	Evangelical Missionary Church	900	84
A1	Field Study Centre - Woodstock	4,359	405
A1	Haines Street Property - Woodstock	0	0
A1	Learning Resouce Centre - Woodstock	4,434	412
A1	Maintenance Building - St. Thomas	3,077	286
A1	Maintenance Depot - Woodstock	5,199	483
A1	Media Centre - Blue Herron	2,296	213
A1	Menno Lodge Continuing Education	180	17
A1	Outdoor Education Centre - Aylmer	4,187	389
A1	Oxford County Museum School	5,246	487
A1	Plant Dept - Blue Herron Drive	1,068	99
A1	Pond Mills	5,188	482
A1	Richmond Centre - London	6,576	611
A1	St. Thomas Psych Hospital	1,015	94
A1	Tillson Ave	18,093	1,681
A1	West Elgin Health Centre	180	17

A1	Westminster Ponds	14,401	1,338
A1	White Cottage - Tillsonburg	0	0
A3	Board Office - London	117,252	10,894

## APPENDIX A (GRATUITIES)

### Middlesex Former 1753

- (a) Except for employees eligible for a retirement gratuity, an employee hired after 1984 November 01 and before 1998 January 01 who has completed a minimum of five (5) full years or more of continuous employment with the Employer prior to the date of ratification of this agreement and upon resigning from service with the Employer, be paid an amount equal to one-fifth (1/5) of the unused cumulative sick leave. This amount shall be calculated at the employee's salary on the date of ratification prior to any adjustments being implemented. The maximum accumulated sick leave for computing this allowance shall be the lessor of the number of days accumulated on the date of ratification or the number of days accumulated at the time of resignation.
- (b) An employee hired before 1984 November 01, regularly employed for thirty-five (35) hours per week who completes ten (10) years or more continuous service with the Employer and, having attained age sixty (60) or achieved the ninety (90) factor as determined under the O.M.E.R.S. retirement plan, ceases to be employed by the Employer due to retirement from the Employer's service shall be entitled to a retirement gratuity based upon the formula set forth in Schedule "C" below.

#### **Schedule C - Retirement Gratuity Formula**

##### For Persons Employed on a Twelve Month Basis:

Number of days of accumulated sick leave to maximum of:

**$240/2 \times 1/240 \times$  Regular annual salary on retirement excluding overtime**

For Persons Employed on a Ten Month Basis:

Number of days of accumulated sick leave to maximum of:

**$200/2 \times 1/200 \times$  Regular annual salary on retirement excluding overtime**

### Former 1170

- (a) Except for employees eligible for a retirement gratuity, an employee hired after 1984 July 01 and before 1998 January 01 who has completed a minimum of five (5) full years or more of continuous employment with the Employer prior to the date of ratification of this agreement and upon resigning from service with the Employer, be paid an amount equal to one-fifth (1/5) of the unused cumulative sick leave. This amount shall be calculated at the employee's salary on the date of ratification prior to any adjustments being implemented. The maximum accumulated sick leave for computing this allowance shall be the lessor of the number of days accumulated on the date of ratification or the number of days accumulated at the time of resignation.
  
- (b) An employee hired before 1984 July 01, regularly employed for forty (40) hours per week who completes ten (10) years or more continuous service with the Employer and, having attained age sixty (60) or achieved the ninety (90) factor as determined under the O.M.E.R.S. retirement plan, ceases to be employed by the Employer due to retirement from the Employer's service shall be entitled to a retirement gratuity based upon the formula set forth in Schedule "C" below.

**Schedule C - Retirement Gratuity Formula**

Number of days of accumulated sick leave to maximum of:

$$240/2 \times 1/240 \times \text{Last year's annual salary excluding overtime and bonuses.}$$

**Former Elgin 332**

An employee who commenced employment with the Board prior to June 1, 1978 and has completed ten (10) years or more continuous service immediately prior to retirement with the employer and who ceases to be employed because of retirement from the Employer's service shall be entitled to a Retirement Gratuity as set forth below:

<b>Number of days of</b>		<b>Number of years</b>
<b>Accumulated Sick Leave</b>	<b>X <u>2</u></b>	<b>X Last year's salary X with the Employer</b>
<b>200</b>	<b>100</b>	

Maximum gratuity not to exceed fifty percent of an employee's last year's salary prior to retirement. Retirement Gratuity is payable in a lump sum at any time within a period from one month to one year after retirement at the option of the employee.



On the death of an employee, who commenced employment with the Board prior to June 1, 1978, and who has completed ten or more years of continuous service with the Board immediately prior to death, the employee's estate shall receive an amount equal to one half (½) of the employee's accumulated sick leave as of that date X 1/200 of the employee's last year's salary, providing it does not exceed 50% of the employee's last year's salary prior to death.

**Former 1791**

- (a) For employees hired prior to January 1, 1975, the amount of retirement gratuity shall be calculated by multiplying the employee's salary for the year immediately preceding retirement by the amount of accumulated sick leave credits and dividing that total figure by four hundred (400), i.e.:

$$\frac{\text{Salary of last year X accumulated days}}{200 \times 2}$$

- (b) On the death of an employee who commenced employment with the Board prior to January 1, 1975, who has completed ten or more years of continuous service with the Board immediately prior to death, the employee's estate shall receive an amount equal to ½ of the employees' accumulated sick leave as of

that date X 1/200 of the employee's last year's salary, providing it does not exceed 50% of the employee's last year's salary prior to death.

- (c) For employees hired after January 1, 1975 and prior to September 19, 1978, the amount of retirement gratuity shall be calculated by dividing an employee's accumulated sick leave credits by two hundred (200) and multiplying the result by 2% of salary for the year immediately preceding retirement multiplied by years of service with the Employer, i.e.:

$$\frac{\text{Accumulated Days}}{200} \times \frac{2}{100} \times \text{Salary of last year} \times \text{years of service}$$

- (d) On the death of an employee who commenced employment with the Board after January 1, 1975 and prior to September 19, 1978, who has completed ten or more years of continuous service with the Board immediately prior to death, the employee's estate shall receive an amount equal to ½ of the employee's accumulated sick leave as of that date X 1/200 of the employee's last year's salary, providing it does not exceed 50% of the employee's last year's salary prior to death.

The retirement gratuity will be made available in a lump sum payable not earlier than thirty (30) days after retirement and not later than one year after retirement, at the election of the employee.

**Former OXFORD - CUPE 1495**

- (a) On retirement on pension or permanent disability, an employee who has ten (10) years service with the Oxford County Board of Education or any of its predecessors and having sick leave to said employee's credit shall receive a retirement allowance based on the following formula:

$$\frac{\text{\# of days accumulated}}{240} \times \frac{\text{Annual salary at retirement}}{2}$$

The sick leave credit gratuity for those employees hired after the 12<sup>th</sup> day of May, 1980 shall not exceed \$6,000.

A person leaving the employ of the Board to seek other employment shall not be eligible for a Sick Leave Credit Gratuity.

However, where a member of the bargaining unit retires from the employ of the Board on or after October 23, 1974, because of ill health certified to by a qualified medical practitioner, and is at least 55 years of age with ten (10) years continuous employment with the Board, such employee shall be entitled to the Sick Leave Credit Gratuity as set out above providing said employee shall give the Board a guarantee of recoverability of the amount of gratuity paid, should said employee return to the work force of the Board or elsewhere.

- (b) Maximum gratuity shall not exceed 50% of salary at time of retirement.
- (c) Payment of the gratuity may be made by a method mutually agreeable to both the Board and the employee, and consistent with legislative requirements. Preferred methods of payment are one lump sum payment at the time of leaving, or two equal payments, one at the time of leaving and the other in the next calendar year.
- (d) A Sick Leave Credit Gratuity shall be paid to the estate of an employee with ten (10) years of service with the Board whose death occurs before retirement, while employed with the Board. The gratuity shall be calculated as though the employee had retired under circumstances which would qualify said employee for the gratuity, on the day before said employee's death.

#### **Former Business Centered Personnel**

- (a) An employee who retires from the staff of the Oxford County Board of Education is entitled to a sick leave retirement gratuity if the employee qualifies under the terms of Plan A or Plan B. To qualify for either plan, the employee shall be eligible for a pension to commence payment as certified by the Ontario Municipal Employees Retirement System upon retirement (within two (2) months of termination).

PLAN A: This plan applies to an employee who commenced continuous employment with the Oxford County Board of Education or any

predecessor of the Oxford County Board of Education prior to September 1, 1978. The amount of sick leave gratuity shall be calculated as follows:

$$\frac{\text{Gross Salary of Final Year}}{2} \times \frac{\text{"A"}}{200} \times \frac{\text{"B"}}{20}$$

PLAN B: This Plan applies to an employee who commenced continuous employment with the Oxford County Board of Education with duties commencing September 1, 1978 or thereafter. The amount of sick leave gratuity shall be calculated as follows:

$$\$8,000 \times \frac{\text{"A"}}{200} \times \frac{\text{"B"}}{20}$$

For Both Plans:

"A" = Number of unused sick leave days, not in excess of 200, accumulated during employment with the Oxford County Board of Education, or with any predecessor of the Oxford County Board of Education. For the purpose of calculating Sick Leave Credit Gratuity Payable on Retirement, only sick leave credits earned, unused and accumulated while in the employ of the Oxford County Board of Education, or any predecessor of the Oxford County Board of Education shall be taken into account.

"B" = Number of full-time or equivalent years, not in excess of 20, with the Oxford County Board of Education, or with any predecessor of the Oxford County Board of Education.

- (b) Maximum gratuity shall not exceed 50% of the salary of the final year.
- (c) Payment of the gratuity may be made by a method mutually agreeable to both the board and the employee and consistent with legislative requirement. Preferred methods of payment are one lump sum payment at the time of leaving, or two equal payments, one at the time of leaving and the other in the next calendar year.
- (d) A Sick Leave Credit Gratuity shall be paid to the estate of an employee whose death occurs before retirement, while employed with the Oxford County Board of Education. The gratuity shall be calculated as though the employee had retired, under circumstances which would qualify the employee for the gratuity on the day before the employee's death.

PROVISO: AN EMPLOYEE COMMENCING EMPLOYMENT AFTER AUGUST 31, 1981

An employee commencing employment with the Board after August 31, 1981 shall not be eligible for sick leave credit retirement gratuity benefits unless that employee has, at the

date of retirement, completed at least seven (7) years continuous employment with the Board. Credit shall be allowed for the qualifying seven (7) years of employment in calculating the amount of the benefit.

## **LONDON**

### **Former CUPE 1150**

If an employee has acquired seniority under this agreement, is full-time, was hired prior to 1978 October 05, has ten (10) year's continuous service, and ceases to be employed by the Employer because of retirement from the Employer's service for reason of age or disability, such employee shall be paid an amount equal to one-half ( $\frac{1}{2}$ ) of their accumulated sick leave credit with such payment not to exceed one half ( $\frac{1}{2}$ ) of the employee's annual salary. In the event of death of the employee, the payment shall be made to the estate of the deceased.

### **Former CUPE 190**

Full-time bargaining unit employees hired prior to 1978 March 01 having ten (10) years' or more than ten (10) years's seniority who ceases to be employed by the Employer because of retirement from the Employer's service because of age, disability or death shall be paid an amount equal to one half ( $\frac{1}{2}$ ) of their accumulated sick leave credit but such payments shall not exceed one half ( $\frac{1}{2}$ ) of the employee's annual salary.

### **Former CUPE 982**

After he/she has acquired seniority under this Agreement, an employee hired prior to March 1<sup>st</sup>, 1978, having ten (10) years' or more than ten (10) years's seniority who ceases to be employed by the Employer because of retirement from the Employer's service due to age, disability or death shall be paid an amount equal to one half ( $\frac{1}{2}$ ) of their accumulated sick leave credit but such payments shall not exceed one half ( $\frac{1}{2}$ ) of the employee's annual salary.

### **Former CEP**

An employee hired prior to 1978 January 01 who attains ten (10) years or more than ten (10) years' continuous service and who ceases to be employed by the Employer because of retirement from the Employer's service because of age or disability, shall be paid an amount equal to one half ( $\frac{1}{2}$ ) of their accumulated sick leave credits. In the case of death the payments shall be made to the employee's estate. Such payments shall not exceed one half ( $\frac{1}{2}$ ) of their annual salary.

## **Former Staff Association**

An employee hired prior to 1978 January 01 who ceases to be employed by the Board by reason of death, permanent disability, retirement to pension with allowances commencing on the first day of the month next following the month in which the employee ceased to be employed, or by retirement specially approved by the board, and who has completed ten (10) years of continuous service with the Board immediately prior to the date of cessation of employment, shall be paid, or, if deceased, the employee's estate shall be paid a gratuity equal to the value, under the practices of the Board, of one half ( $\frac{1}{2}$ ) the number of days of accumulated sick leave credit, recalculated, if necessary as set out in section 2 in the case of an employee not covered by a Union agreement and hired prior to 1964 September 01; but such payment shall not exceed one half ( $\frac{1}{2}$ ) of the employee's annual salary including any responsibility allowance received during the employee's last year of service with the Board.

Whereas in the case of an employee hired prior to 1964 September 01, the accumulated sick leave credit to that date represented only one half ( $\frac{1}{2}$ ) the unused annual sick leave credits, and the gratuity formula then in effect gave full credit for such accumulation effective from 1969 June 26, in computing any gratuity becoming payable on or after the latter date. In the case of an employee not covered by a Union agreement whose service has been continuous from 1964 August 31, the accumulated sick leave credit shall be doubled, subject to a maximum of two hundred days in total, and a special accumulated credit shall be recomputed to the date of termination, subject to the rules of, and using the same debits and credits as occurred in the operation of, the sick leave plan since 1964 September 01, and subject at all times to the maximum accumulation permitted under the plan.

## **APPENDIX B (BENEFITS)**

### **HEALTH PLAN**

The health plan will include:

- (a) Vision care maximum reimbursement of \$200 per employee and/or dependent for any two (2) consecutive calendar years.
- (b) Orthotics coverage.
- (c) Out of Province coverage.
- (d) Semi-private room coverage.
- (e) Pay direct drug card will be provided.
- (f) Dispensing fees will be capped at \$7.50
- (g) One hundred percent (100%) reimbursement plan will take effect.

The dental plan will include:

- (a) One (1) year lag on Ontario Dental Association Fee Schedule
- (b) Dental recall coverage at nine (9) months for employees and their dependants.

## LETTER OF UNDERSTANDING # 1

For the term of the current agreement, the following Technical Support Analysts: Glen Allaire; Lawrence Boyce and Desmond Butler will have their current rates of pay green-circled and notwithstanding assignment of responsibilities, they waive their right to any responsibility allowance.

## LETTER OF UNDERSTANDING # 2

Notwithstanding the provisions of Article 15, effective for the 2000/2001 School Year, from the Friday following Canada Day to the last Friday preceding Labour Day inclusive, the Employer shall prepare a compressed work schedule to apply to all members of the bargaining unit employed within a particular department unless renovations/construction require custodial coverage for normal hours in which case the parties at that location will review whether some form of compressed schedule can be implemented. Any day missed is treated as a normal day (example 8 or 7 hours) and the time is to be made up.

The Employer shall endeavor to prepare a compressed work schedule that is mutually agreeable to the employee and the immediate supervisor.

The compressed work week shall be:

### **For 8 hour employees:**

Monday-Thursday: 8 3/4 hours  
Friday: 5 hours

### **For 7 hour employees:**

Monday-Thursday: 7 3/4 hours  
Friday: 4 hours

During a compressed work week the scheduled hours for affected employees shall conclude at 12:30 p.m.

For the balance of the summer of 2000 following ratification, the current schedules will remain in effect.

## LETTER OF UNDERSTANDING # 3

It is recognized that the operational requirements and needs referred to in Article 18.04 (b) are unique with respect to Information Technology and the need to maintain a continuous service presence in schools during periods of school operation.