



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE THAMES VALLEY DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**CUPE 4222A**

**TERM OF AGREEMENT:**

**2002 JANUARY 01 TO 2005 AUGUST 31**

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## **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, CEC Group Leaders 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 Administrator

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and policies of the four (4) predecessor Boards which are not explicitly included in this Agreement are hereby rescinded.

- 2.04 The Union shall be provided electronically a copy of all written Policies and Procedures that may impact on the Bargaining Unit. In addition, a copy will be made available electronically to all work sites.

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

- 3.01 The Board and the Union agree that there shall be no discrimination, harassment, 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. Situations that arise will be dealt with in accordance with the appropriate Board policy and/or the Ontario Human Rights Code.
- 3.02 There shall be no discrimination against or intimidation of any Employee for reasons of Union membership or Union activity, or for the exercise of rights provided for in this Agreement.

### **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.

- 4.04 The Employer shall notify the Union in writing by the 10<sup>th</sup> of the month, of all appointments, hiring, transfers, layoffs/redundancy, recalls and terminations of employment, leaves of absences longer than four (4) weeks, new classifications, reclassifications concerning Employees covered by this Agreement during the previous month.

## **ARTICLE 5 - COMMITTEES**

- 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 for the purpose of negotiating this Agreement and its renewal. The Union may have three (3) additional delegate 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 six (6) Employees and not more than six (6) 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) Employees 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 representing all three CUPE Bargaining Units 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 Joint Job Evaluation Committee:** the Joint Job Evaluation Committee shall consist of up to six (6) Employees representing all three (3) CUPE Bargaining Units and up to six (6) representatives from the Employer. One representative from each of the Employer and Union will be designated as a non-voting member in order to serve as the Committee Co-chair. A quorum for a meeting shall consist of at least four (4) voting members from each panel.

**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 three (3) 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. If a joint committee meeting is scheduled during a lay off period, affected committee members will be recalled to attend the joint committee meeting and they shall be paid at their regular rate of pay.
- 5.03 A representative of the National Union and/or the President for 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 unless the President is an official committee member, in which case the President will then have voting privileges.
- 5.04 Subject to the Employer's right to maintain a qualified work force, leave of absence with pay and without loss of seniority shall be granted to not more than three (3) Employees per classification, per day elected or appointed to represent the Union at Union functions, conventions, conferences, or educational seminars. Such time shall not exceed a total of one hundred and twenty (120) working days in one school year for all three units of CUPE Local 4222.

## **ARTICLE 6 - UNION REPRESENTATION**

- 6.01 With the prior consent of their Supervisor, Employees shall be allowed to leave work to investigate or process grievances in accordance with the Grievance Procedure in this Agreement and to attend meetings with the Employer as a member of any of the committees in Article 5.01 without loss of pay. Consent shall not be unreasonably withheld. Employees shall not leave work on Union Business, other than as hereinbefore provided, without the prior consent of their Supervisor, which consent shall not be unreasonably withheld.
- 6.02 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.
- 6.03 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.
- 6.04 (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 the Collective Agreement .
- (b) At the time of hiring, the Employer agrees to provide all new permanent Employees with a copy of the current Collective Agreement and any applicable Employer policies and brochures.
- (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.
- 6.05 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.

## **ARTICLE 7 - SENIORITY**

- 7.01 (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 eighty (80) working 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 Article 7.02 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.
- (c) Full-time and part-time Employees accumulate seniority as if they were



full- time Employees.

- 7.02 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.
- 7.03 The Employer will update the seniority list and post copies of the revised list electronically 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.
- 7.04 The Union will be provided with a copy of the seniority list referred to in Article 7.02 electronically above as well as a current list of names and addresses of all Employees in the Bargaining Unit unless prevented by any applicable legislation.
- 7.05 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 twenty-four (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 (3) 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.
- 7.06 An Employee who is absent from work due to illness, accident or approved leave of absence without pay other than as stipulated in Article 7.08, shall continue to accumulate seniority during the period of such absence for a period not exceeding twenty-four (24) consecutive months.

7.07 Former Bargaining Unit members with the Predecessor Boards who have accepted a position outside of their 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 (12) months only.

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

7.08 Employees that accept a position in other units of CUPE 4222 and who at a later date return 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.

7.09 Notwithstanding Article 15 (Job Vacancies), 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 also will provide for the accommodation of Employees that have not been absent from work.

## **ARTICLE 8 - LAYOFF/ REDUNDANCY**

8.01 (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.

8.02 (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 Article 8.02 (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 Article 8.03 below or accept a position with less hours or accept a lay off.

- 8.03 An Employee shall not displace another Employee with a higher rate of pay. An Employee shall not displace another Employee with more hours than their own unless the combination of rate of pay and hours does not result in a higher gross pay.
- 8.04 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.
- 8.05 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.
- 8.06 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.
- 8.07 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.
- 8.08 A grievance concerning the application of this Article may be taken up at step 2 of the Grievance Procedure.

## **ARTICLE 9 - RECALL FROM LAYOFF**

- 9.01 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.
- 9.02 Laid off Employees shall retain their right of recall to the Bargaining Unit for a period of thirty (30) months.
- 9.03 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 Article 9.01 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.
- 9.04 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.
- 9.05 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.
- 9.06 No persons including students, temporary Employees 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.
- 9.07 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.
- 9.08 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.
- 9.09 An Employee who fails to report for work or fails to notify Human Resource Services per Articles 9.07 and 9.08 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 10 - NO STRIKE OR LOCKOUT

- 10.01 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.
- 10.02 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 11 - JOB SECURITY

- 11.01 Unless legislation mandates, work fare participants shall not replace existing members of the Bargaining Unit.
- 11.02 (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 North 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.	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.	S. Dorchester P.S.	South Ridge P.S.
Springfield P.S.	Strathroy D.C.I.	Wellington St. P.S.
West Elgin Sr. P.S.		

- (b) The Employer shall notify the Union in writing, if it re-tenders 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 re-tendering.
- 11.03 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 performed 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.
- 11.04 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.
- 11.05 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.
- 11.06 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 12 - GRIEVANCES**

- 12.01 (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be resolved as quickly as possible. The parties also agree that it is desirable to resolve differences amicably and informally if possible, and that Employees and Supervisors should try to do so before matters become formal grievances.
- (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.
- 12.02 (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. The grievor is entitled

to be present at all steps in the Grievance Procedure.

- (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. 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.
- (c) 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.

12.03 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 13.01.

12.04 In the event there are more than one Step Three (3) Grievances 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.

12.05 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.

- 12.06 Any of the time limits in this Article may be extended by mutual agreement of the parties in writing.
- 12.07 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 13 - ARBITRATION**

- 13.01 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.

- 13.02 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.
- 13.03 Parties may mutually agree to the use of a single arbitrator.



## **ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 14.01 (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.
- (c) An Employee under criminal investigation or charged with a criminal offence may be suspended with pay, suspended without pay or reassigned as deemed appropriate.
- 14.02 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.
- 14.03 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.
- 14.04 The Union recognizes that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Employees.

## **ARTICLE 15 - JOB VACANCIES**

- 15.01 (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 the Agreement, and the Employer proposes to fill such vacancy, the Employer shall post a notice of vacancy and /or new classification electronically 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, restructuring, 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 twelve (12) months.

- (b) The notice will contain the location of the permanent vacancy, the department, the job classification or the category 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 15.01 (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. During July and August vacancies will be posted on Fridays only.

15.02 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 15.03 (b) and submitted by the close of business on the seventh (7th) 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.

15.03 (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:

- (i) qualified applicant from the Bargaining Unit;
- (ii) qualified applicant from CUPE 4222.
- (b) Successful applicants must confirm acceptance prior to appointment to vacant positions.
- (c) Employees wishing to apply for positions of added responsibility, or positions of instruction, may be required to include an up-to-date résumé with their application.

15.04 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 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 subject to those positions not being deemed redundant. If in the interim the former position has been declared

the Employee in question shall be considered to be in their former position for purpose of applying redundancy procedures.

- 15.05 If an applicant is returned to a former position under Article 15.04, 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 15.04.
- 15.06 Notwithstanding Article 15.01(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 15.02, 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.
- 15.07 In cases of promotion to a position requiring higher qualifications or certification, the Employer will only consider the senior applicants who have successfully completed any specific courses and possess all required qualifications.
- 15.08 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 effective date of transfer/promotion to their most recent assignment, 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.
- 15.09 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 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. A lateral transfer is defined as a transfer, mutually agreed upon by two Employees with equal qualifications, in the same category and on the same shift.
- 15.10 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.
- 15.11 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.

## ARTICLE 16 - JOB EVALUATION AND PAY EQUITY MAINTENANCE

- 16.01 The Parties agree that the job evaluation process will be maintained according to the *Terms of Reference for Job Evaluation*, dated 2002, October 22, which contains a procedure for classifying new positions created by the Employer and reclassifying or reviewing existing positions.
- 16.02 Further to the Collective Agreement of the parties dated 2000 August 29 the Parties agree that Pay Equity has been achieved and will be maintained in accordance with Section 7(1) of the *Pay Equity Act*.
- 16.03 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.

## ARTICLE 17 - HOURS OF WORK

- 17.01 (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.
- 17.02 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.
- 17.03 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.
- 17.04 Paid lunch and rest periods are to be taken on site.

- 17.05 Employees scheduled to work seven (7) or eight (8) hours per day are entitled to a fifteen (15) minute paid rest period in each half of their work day.
- 17.06 (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.
- 17.07 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.
- 17.08 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.
- 17.09 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.
- 17.10 Subject to Article 17.01, 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 Day Custodians 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 hour. Lunch hours will alternate so that boiler operations and general supervision will be continuous from 0700 to 1630.

### **Mid-Day Custodians**

The hours of work for Midday Custodians 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 (½) hour. The time of the lunch periods is at the discretion of the Charge Custodian.

### **Afternoon Custodians**

The hours of work for afternoon Custodians shall be any eight (8) consecutive hours between 1500 and 2330 daily Monday through Friday including lunch. The paid lunch break for afternoon custodians 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 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 (½) hour.

### **Information Technology and Media Resource Personnel**

The hours of work for Information Technology and Media Resource personnel shall be between 0730 and 1700 daily Monday through Friday excluding lunch. The unpaid lunch break will be a minimum of one half (½) hour and a maximum of one (1) hour.

Extended hours in Media Resource Services may be required to meet the needs of the system. When extended hours are required they will be reflected in the job posting or will be scheduled by mutual consent.

### **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 Drivers Personnel**

The hours of work for Bus Driver Personnel will be as per Bus Route Schedules.

17.11 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 33.02 for work scheduled during the previous shift or earlier or Article 33.04 as it relates to overtime.

## **ARTICLE 18 - PAID HOLIDAYS**

18.01 (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 Article 18.01 (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.

18.02 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.

18.03 When any of the holidays noted in Article 18.01 (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.

18.04 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.

18.05 When any of the holidays noted in Article 18.01 (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

18.06 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 19 - VACATION:**

19.01 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:

<b>Years of continuous credited service prior to July 01 of any year</b>	<b>Days of Vacation with pay (12 month Employees)</b>	<b>Vacation Pay (10 month Employees)</b>
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%

19.02 Ten month Employees shall be paid their vacation pay entitlement along with their regular bi-weekly pay as per the chart in Article 19.01 above.

19.03 An Employee's vacation shall not be carried forward to the following year except under exceptional circumstances and with the consent of the Employer.

19.04 (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 19.09, approval of such requests will not be unreasonably withheld.

(c) Within the Maintenance department and under exceptional circumstances in other departments, the Employer will consider requests for vacation at times other than those stated in Article 19.04 (a)



- 19.05 (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 May 01. No vacation requests shall be unreasonably denied.
- 19.06 If any of the holidays in Article 18 (Paid Holidays) 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.
- 19.07 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.
- 19.08 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.
- 19.09 No Employee who is a member of this Bargaining Unit as at 2000 August 29 shall suffer a loss of vacation with pay as determined by their entitlement under their predecessor Collective Agreement as at 2000 August 29.
- 19.10 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.
- 19.11 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.
- 19.12 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 (3) days shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

## **ARTICLE 20 - SICK LEAVE, RETIREMENT GRATUITY**

- 20.01 After the Employee has acquired seniority under Article 7 (Seniority), a full-time Employee covered by this Agreement will be credited with two (2) days of 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.
- 20.02 After the Employee has acquired seniority under Article 7 (Seniority), a part-time Employee whose regular work week is seventeen and one half (17.5) hours or more will be credited one (1) day's sick leave with pay for each month of service and may accumulate the unused portion of any sick leave from one (1) 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.
- 20.03 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 Articles 20.01 and 20.02, said Articles will apply.
- 20.04 An Employee shall, when required, produce to the Employer evidence of illness satisfactory to the Employer. The Employer will be responsible for any cost. 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.
- 20.05 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.
- 20.06 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.
- 20.07 A record of all unused sick leave will be kept by the Employer and each Employee shall have access electronically to a record of accumulated sick leave.
- 20.08 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 24.03.
- 20.09 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 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 (Leave of Absence) which lasts longer than two (2) weeks, the Employee shall pay 100% of the premiums to the Employer to continue insurance benefits under Article 21.06.

School year within this Article is defined as September 01 to August 31.

- 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 may grant a leave of absence to an Employee 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. Such requests shall not be unreasonably denied. The Employee shall continue to accumulate seniority during the period of leave.

Notwithstanding Article 15.01 (a), a vacancy created due to a leave of absence under this Article will not be posted unless the leave of absence exceeds twenty-four (24) months.

#### **(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 Supervisor's 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, except in cases of exceptional circumstances as determined by the Employer;
  - (iii) the leave is not for the purpose of working outside of the Board;
  - (iv) 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;
  - (v) the Employee may 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;
  - (vi) 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;
  - (vii) the Employee shall continue to accrue seniority for up to 24 months.
- (d) An Employee may be granted a leave of absence to complete a trial or probationary period within the Board but outside of the Bargaining Unit.

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 may be 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 Executive Superintendent of Human Resource Services or designate.

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

**(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 a maximum of four (4) CUPE 4222 executive members as per the following conditions:

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.
- iii) Notwithstanding Article 15.01 (a), vacancy created due to a leave of absence for the Local President under this Article will not be posted unless the leave of absence exceeds twenty-four (24) months.

**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 school 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 school 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**

(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.

(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 - 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 Canada Customs and Revenue Agency).
- (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 Terms 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



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) Canada Customs and Revenue Agency 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) Canada Customs and Revenue Agency 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/ADOPTION LEAVES

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

22.01

### **Pregnancy Leave**

- (a) The Employer shall grant to a pregnant Employee, who has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Employee requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than one (1) day prior to the expected date of birth. (For mutually agreed to extensions of related leaves see Article 22.02 Pregnancy/Parental/Adoption Leave).
- (b) Requests for Pregnancy Leave shall be made in writing on the Application for Pregnancy/Adoption/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.
- (c) The written request for a Pregnancy Leave shall contain:
  - (i) the start date of the Pregnancy Leave; and
  - (ii) the end date of the Pregnancy Leave.
- (d) The Employer may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.
- (e) A Pregnancy Leave shall be without pay.
- (f) Notwithstanding Article 22.01 (e), the Employer shall provide for an Employee on Pregnancy Leave a Supplementary Employment Benefit (SEB) Plan approved by Human Resources Development Canada. The plan will pay an amount equal to the Employment Insurance rate for the two (2) week waiting period prior to the commencement of the Employment Insurance Pregnancy Leave Benefits.
- (g) The duration of the plan referred to in Article 22.01 (f) shall coincide with the term of the Agreement.
- (h) The Employer shall continue to pay its normal share of premiums for such benefits under Article 25 (Benefits) as the Employee is currently enrolled in, for that part of the statutory seventeen (17) week Pregnancy Leave taken by the Employee.

- (i) Except for the Long Term Disability Plan specified in Article 25 (Benefits), the Employee 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 her share of contributions.
- (j) Provided that such alteration does not contravene the provisions of the Act, an Employee may alter the requested date of a Pregnancy Leave:
  - (i) to an earlier date if the Employees give the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
  - (ii) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Employee provides the Executive Superintendent of Human Resource Services or designate with written notice and medical certification within two (2) weeks after the Employee starts the leave; or
  - (iii) to a later date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.
- (k) An Employee may alter the requested termination of Pregnancy Leave:
  - (i) to an earlier date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the earlier termination date; or
  - (ii) to a later date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of the Employment Standards Act.
- (l) An Employee returning from Pregnancy Leave shall return to the position most recently held, unless the Employee would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles 8 and 9 (Lay Off And Redundancy and Recall From Lay Off) shall apply.
- (m) Seniority shall continue to accrue for the period of the Pregnancy Leave or any extension of Parental Leave up to a period of twenty-four (24) months.

## 22.02

### **Parental/Adoption Leave**

- (a) The Employer shall grant to an Employee who becomes a parent, provided the Employee has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental/Adoption Leave of thirty-five (35) or thirty-seven (37) weeks or such shorter leave as the Employee requests.
- (b) A mother requesting a Parental Leave must commence the leave on the date following the conclusion of her Pregnancy Leave. In the case of adoption, the leave may commence anytime within the thirty-five (35) week period following the child coming into the custody, care and control of a parent for the first time.
- (c) The other parent requesting a Parental/Adoption Leave may commence that leave anytime within the thirty-five (35) week period following the actual date of birth. The term "other parent" includes the natural father and a person who is in a relationship of some permanence with the mother of the child who intends to treat the child as his or her own.
- (d) Requests for Parental/Adoption Leave shall be made in writing on the Application for Pregnancy/Adoption/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.
- (e) The written request for a Parental/Adoption Leave shall contain:
  - (i) the commencement date of the leave;
  - (ii) the termination date of the leave; and
  - (iii) the date or expected date of birth of the child or in the case of adoption, the date or expected date of the child coming into the custody, care and control of the parent for the first time.
- (f) A Parental/Adoption Leave shall be without pay.
- (g) Notwithstanding Article 22.02 (f), the Employer shall provide for an Employee on Pregnancy Leave a Supplementary Employment Benefit (SEB) Plan approved by Human Resources Development Canada. The plan will pay an amount equal to the Employment Insurance rate for the two (2) week waiting period prior to the commencement of the Employment Insurance Pregnancy Leave Benefits.
- (h) The duration of the plan referred to in Article 22.02 (g) shall coincide with the term of the Agreement.
- (i) The Employer shall continue to pay its normal share of the premiums for such benefits as the Employee is currently enrolled in, for the part of the statutory thirty-five (35) or thirty-seven (37) week Parental/Adoption Leave taken by the Employee.
- (j) Except for the Long Term Disability Plan, Employees may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate

- (k) The Cumulative Sick Leave Plan shall not apply during the Parental/Adoption Leave nor shall the current sick leave allowance nor any fraction thereof. Benefits accrued to the commencement of the Parental/Adoption Leave shall be reinstated at the agreed upon termination of the Parental/Adoption Leave if the Employee returns to work.
- (l) Provided that such alteration does not contravene the provisions of the Act, an Employee may alter the requested date of a Parental/Adoption Leave:
  - (i) to an earlier date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
  - (ii) to an earlier date if the child comes into custody, care and control of a parent for the first time sooner than the expected date and the Employee provides the Executive Superintendent of Human Resource Services or designate with written notification within two (2) weeks after the Employee starts the leave; or
  - (iii) to a later date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.
- (m) An Employee may alter the requested termination date of a Parental/Adoption Leave:
  - (i) to an earlier date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the earlier date does not contravene the provisions of the Employment Standards Act; or
  - (ii) to a later date if the Employee gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of the Employment Standards Act.
- (n) An Employee returning from a Parental/Adoption Leave shall return to the position most recently held, unless the Employee would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles 8 and 9 (Lay Off And Redundancy and Recall From Lay Off) shall apply.
- (o) Extended leaves may be requested in writing by Employees who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory thirty-five (35) or thirty-seven (37) week Parental/Adoption Leave period and may be granted by the Executive Superintendent of Human Resource Services or designate on the basis of the mutual consent of the Employee and the Employer but shall not exceed one (1) year.
- (p) Employees who extend a leave under Article 22.02 (o) beyond the statutory limits for Pregnancy/Parental/Adoption Leaves shall maintain the level of

their own expense for the duration of the extended leave.

- (q) Seniority shall continue to accrue for the Period of the Parental/Adoption Leave up to a period of twenty-four (24) months.

### **ARTICLE 23 - RETIREMENT**

- 23.01 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 Employer's discretion.

### **ARTICLE 24 - WORKERS' SAFETY AND INSURANCE BOARD BENEFITS:**

- 24.01 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. 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. At such time, payments are paid directly to the Employee by W.S.I.B. or the insurance carrier.
- 24.02 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.
- 24.03 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.
- 24.04 Upon notification of entitlement all used sick leave credits shall be reimbursed to the Employee at the pro-rated hours in Article 24.03 for each day absent.
- 24.05 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 24 (Workers' Safety And Insurance Board Benefits) shall continue to accumulate sick leave days in accordance with Article 20 (Sick Leave, Retirement Gratuity).

## ARTICLE 25 - BENEFITS

- 25.01 (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 provided. 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 completed three (3) calendar months of employment in a permanent position, provided they are not on lay-off.
- 25.02 (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 \$120,000).
- (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.
- 25.03 The Employer shall retain the Federal Employment Premium Rebates and apply them to the cost of the Basic Group Life Premium.
- 25.04 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 Article 25.01 (a) (i), (ii) and (iii) above. The Employer's contribution to the Health & Dental Plans shall be pro-rated in accordance with the Employee's FTE. Any part-time Employee working less than seventeen and one half (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.

- 25.05 (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.
- 25.06 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 its best efforts to adjust and settle any such dispute.
- 25.07 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.
- 25.08 Subject to eligibility requirements and the provisions of any legislation, an Employee on any leave of absence without pay may opt out of participation in all benefit plans except Long Term Disability while on leave and shall be responsible for paying 100% of the premium costs.
- 25.09 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.
- 25.10 An Employee who retires to an unreduced pension or to a reduced pension shall have the option of enrolling in a Thames Valley District School Board retirement benefit plan, for each of Extended Health, Dental, and Basic Group Life Insurance provided the Employee was enrolled in the benefit plans on the date immediately prior to retirement, to age sixty-five (65) by making full premium payments monthly in advance through the Board.

## **ARTICLE 26 - TEMPORARY EMPLOYEES**

- 26.01 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 Article 26.01 (b) may work more than ninety (90) days in any twelve (12) month period calculated from the date of hire.



- 26.02 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.
- 26.03 Temporary Employees shall be eligible for statutory holiday and vacation pay in accordance with the Ontario Employment Standards Act.
- 26.04 Temporary Employees shall pay Union dues in accordance with CUPE 4222 By-Laws.
- 26.05 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.
- 26.06 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.
- 26.07 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 27 - TECHNOLOGICAL CHANGE**

- 27.01 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.
- 27.02 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.
- 27.03 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.

- 27.04 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.
- 27.05 An Employee who is displaced from their job as a result of technological change shall exercise their rights under Article 8 (Layoff and Redundancy)..
- 27.06 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 28 - GENERAL**

- 28.01 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.
- 28.02 A first aid kit supplied by the Employer shall be placed at each worksite and in all Board owned vehicles.
- 28.03 No Employee shall be required to drive their own vehicle through a picket line, be it legal or not.
- 28.04 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.
- 28.05 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.
- 28.06 Accommodation of needs for custodial space will take place when a school undergoes a major renovation or action such as Oxbow Public School and F.D. Roosevelt Pubic School. Any concerns about custodial space will be dealt with by the Labour Management Committee.

## **ARTICLE 29 - BULLETIN BOARDS**

29.01 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 30 - PERSONNEL FILE**

30.01 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.

30.02 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.

30.03 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, amend or remove 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 30.05.

30.04 Where Human Resources Services amends or removes such information pursuant to Article 30.02, Human Resource Services shall, at the request of the Employee, notify all persons who received a report based on the inaccurate information.

30.05 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.

## **ARTICLE 31 - TRAINING/PROFESSIONAL DEVELOPMENT**

31.01 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.

31.02 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.

31.03 Time spent on mandatory training shall be deemed time worked but not subject to Article 33 (Rates of Pay Overtime and Job Classifications).

## **ARTICLE 32 - PAY ADMINISTRATION**

32.01 Rates of pay and job classifications shall be as set forth in Schedule A to this Agreement.

32.02 The Employer shall pay salaries and wages bi-weekly on Fridays except where the pay date falls on a paid holiday, in which case the pay date will be the last banking day preceding that paid holiday. It is recognized that overtime or other non-standard payments will be included in a subsequent deposit. On or before each payday each Employee shall be provided with an itemized statement of salary (wages) and deductions.

32.03 Each Employee's salary or wages shall be deposited in a financial institution designated by the Employee. An Employee may change the designated financial institution by providing the Board with notice in writing at least thirty (30) calendar days in advance of the effective date of the change.

## **ARTICLE 33 - RATES OF PAY, OVERTIME AND JOB CLASSIFICATIONS**

33.01 Rates of pay and job classifications shall be set out in Schedule A (Base Hourly Rate). Normally overtime payments shall be included in the next subsequent pay period.

33.02 (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 18 (Paid Holidays) 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 until 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.

33.03 (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 33.02 (Rates of Pay Overtime and Job Classifications) and may accumulate such hours up to a maximum of forty (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.

- 33.04 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.
- 33.05 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.
- 33.06 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.
- 33.07 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.

- 33.08 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.
- 33.09 All overtime must be authorized by the appropriate designated Employer representative.
- 33.10 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 33.08.
- 33.11 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 (Square Footage). 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 (Square Footage), the responsibility allowance shall be established under schedule upon the basis of the floor area thereof.
- 33.12 When an Employee is temporarily assigned by the Employer to perform the work of an occupational classification other than their own, the Employee shall be paid at the higher prevailing rate and any applicable allowance.
- 33.13 An Employee’s length of service with the Employer, for the purpose of awarding increments in accordance with Schedule A of this Agreement shall:
- (a) begin at the time at which such Employee commenced in the Employee’s current job band;
  - (b) not include any time during which such Employee is on lay-off or leave of absence if the period of lay-off and leave of absence combined exceeds fourteen (14) weeks in any one (1) calendar year

- 33.14 An Employee who is a successful applicant under Article 15 (Job Vacancies), will be paid at the rate of pay in the progression in the new job band which will provide a higher rate of pay than the Employee's former position.

#### **ARTICLE 34 - PERSONAL VEHICLE USE**

- 34.01 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.
- 34.02 (a) Maintenance 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) cents per km. above the set rate.
- (b) Information Technology Employees required and authorized by the Employer to transport, servers, CPU's and monitors (or other materials as approved by their Supervisor) in their personal vehicle, shall receive an additional ten (10) cents per km. above the set rate.
- 34.03 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.
- 34.04 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.
- 34.05 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 on an infrequent basis.

## **ARTICLE 35 - UNIFORMS**

- 35.01 (a) Each January the Employer will provide to all full-time custodial, maintenance and warehouse personnel the following:
- 4 uniform shirts/smocks/golf shirts
  - 2 pairs of uniform trousers/shorts.
- (b) Each January the Employer will provide to all part-time custodial, maintenance and warehouse personnel the following:
- 2 uniform shirts/smocks/golf shirts
  - 2 pairs of uniform trousers/shorts.
- 35.02 Shop Coats/Aprons will be provided to all permanent technicians/printing personnel as required.
- 35.03 The Employer will provide an annual allowance for safety shoes of one hundred dollars (\$100) 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.
- 35.04 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 36 - FLOATER CUSTODIANS**

- 36.01 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.
- 36.02 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.
- 36.03 The Employee will be a permanent Employee and shall be entitled to all wages and benefits and conditions of the Collective Agreement .
- 36.04 The Employer shall post the Floater positions in accordance with Article 15 (Job Vacancies).
- 36.05 The Employer will provide a training program prior to posting of these positions. Training opportunities will be made available for Floater Custodians based upon seniority.
- 36.06 The Employer agrees that there shall not be any loss of wages or benefits for custodians participating in approved training programs under this Article.
- 36.07 Floater Custodians required to work at more than one location during their shift shall be paid the applicable mileage allowance for all distance traveled between the locations. Should the Employee be assigned to a location outside of their

work. The Employer will make every effort to place the closest Floater Custodian available to a location.

- 36.08 Floater Custodians would be the initial replacement for Charge Custodians, if a custodian is required to be brought in from another location.
- 36.09 If a Floater Custodian is not available, due to an alternate assignment, 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.
- 36.10 Where necessary, permanent part-time Employees would be offered additional hours (at straight time - no overtime) to fill in for absent or vacant positions to a maximum of eight (8) hours per day in the zone but within the Employee's assigned building first. This would be pre-arranged by site.
- 36.11 Floater Custodians shall work the assigned hours of the position for which they are filling.

#### **ARTICLE 37 - STUDENTS**

- 37.01 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.
- (i) A student must be a bona fide student.
  - (ii) Students will not become permanent or probationary Employees, or members of the Bargaining Unit and shall not be covered by the Collective Agreement
  - (iii) Students not on work term assignment or Co-op placement, shall pay Union dues and receive the rate of pay as indicated in Schedule A (Base Hourly Rate).
  - (iv) 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 38 - TERM OF AGREEMENT**

- 38.01 This agreement shall be for a term commencing on 2002 January 01 and ending 2005 August 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.
- 38.02 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.

### **SIGNATURES**



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

<b>Joyce Bennett</b> <b>Chairperson of the Board</b>		<b>Bill Bryce</b> <b>Director of Education</b>
<b>Diana Anstead</b> <b>Chair - Negotiations Advisory</b> <b>Committee</b>		<b>John Thorpe</b> <b>Executive Superintendent - Human</b> <b>Resource Services</b>
<b>Beth Strong</b> <b>Manager - Human Resource Services</b>		

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

<b>Glen Allaire</b> <b>Chairperson</b>		<b>David Hill</b> <b>President</b>
<b>Jennifer Kaufmann</b> <b>National Representative - CUPE</b>		

## SCHEDULE A (BASE HOURLY RATES)

A lump sum payment of four hundred (\$400) dollars for full-time employees and two hundred (\$200) dollars for part-time employees will be paid upon ratification in lieu of retroactivity back to 2002 January 01. In order to be eligible, employees must have been actively at work during the period of 2002 January 01 through 2002 August 31.

All rates of pay shall be adjusted by 3% retroactive to 2002 September 01.

All rates of pay shall be adjusted by 3% 2003 September 01.

All rate of pay shall be adjusted by 3% 2004 September 01.

The start rate for Information Technology/Media Services will be eliminated effective 2003 September 01 resulting in a 6 Step Grid.

The start rate for Information Technology/Media Services will be eliminated effective 2004 September 01 resulting in a 5 Step Grid.

### Maintenance/Distribution Centre

Category/Job Classification	2002 09 01	2003 09 01	2004 09 01
Category 1 (Plumber, Electrician, Refrigeration Mechanic and Boiler Mechanic)	\$22.04	\$22.70	\$23.38
Category 2A - Licence required (Carpenter and Glazier)	\$21.60	\$22.25	\$22.91
Category 2 B - Licence required (Painter and Mason)	\$19.33	\$19.91	\$20.51
Category 3 A - General Maintenance	\$18.96	\$19.53	\$20.12
Category 3B (General Labour)	\$16.57	\$17.07	\$17.58
Category 4 (Stores Person I)	\$14.52	\$14.96	\$15.41
Category 5 (Driver, Stores Person II and Section Head (+ 1.25 Responsibility Allowance for Section Head only)	\$17.08	\$17.59	\$18.12

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.

- Lead Hand Allowance will be a \$1.25 per hour.

## 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.

<b>Category/Job Classification</b>	<b>2002 09 01</b>	<b>2003 09 01</b>	<b>2004 09 01</b>
Category A - Charge Custodian (plus Schedule B Allowance), Floater Custodian, Shift Leader (plus \$.40 per hour allowance) and 4 <sup>th</sup> Class Stationary Engineer (plus \$0.82 per hour certificate allowance, if required)	\$17.80	\$18.33	\$18.88
Category B Custodian			
Start	\$15.75	\$16.22	\$16.71
6 months	\$16.17	\$16.66	\$17.16
1 year	\$16.66	\$17.16	\$17.67
Category C Custodian	\$15.76	\$16.23	\$16.72

## Printing Services plus Cataloguer

<b>Category/Job Classification</b>	<b>2002 09 01</b>	<b>2003 09 01</b>	<b>2004 09 01</b>
Category 1 - Bindery Operator			
Start	\$13.88	\$14.30	\$14.73
After 1 year	\$15.16	\$15.61	\$16.08
After 2 years	\$16.66	\$17.16	\$17.67
Category 2 - Press Operator - Graphic, Printer and Offset			
Start	\$14.69	\$15.13	\$15.58
After 1 year	\$16.17	\$16.66	\$17.16
After 2 years	\$17.80	\$18.33	\$18.88
Category 3 - Control Operator and Cataloguer			
Start	\$15.99	\$16.47	\$16.96
After 1 year	\$17.53	\$18.06	\$18.60
After 2 years	\$19.33	\$19.91	\$20.51

## Information Technology Services/Media Services

Category/Job Classification	2002 09 01	2003 09 01	2004 09 01
Tech 1 - General Technician			
Start	\$10.56	\$11.59	\$12.68
After 1 year	\$11.25	\$12.31	\$13.41
After 2 years	\$11.95	\$13.02	\$14.15
After 3 years	\$12.64	\$13.74	\$14.89
After 4 years	\$13.34	\$14.46	\$15.92
After 5 years	\$14.04	\$15.47	
After 6 years	\$15.02		
Tech 2 - Network Technician, Media Technician (Program Services), Video Tape Technician and Graphic Designer/Desktop Publishing			
Start	\$12.77	\$14.35	\$16.13
After 1 year	\$13.93	\$15.66	\$17.55
After 2 years	\$15.20	\$17.04	\$19.03
After 3 years	\$16.54	\$18.48	\$20.48
After 4 years	\$17.94	\$19.88	\$21.81
After 5 years	\$19.30	\$21.17	
After 6 years	\$20.55		
Tech 3 - AV/Computer Technician and Media Production Technician			
Start	\$14.63	\$16.71	\$18.77
After 1 year	\$16.22	\$18.22	\$20.48
After 2 years	\$17.69	\$19.88	\$22.07
After 3 years	\$19.30	\$21.43	\$23.69
After 4 years	\$20.81	\$23.00	\$25.33
After 5 years	\$22.33	\$24.59	
After 6 years	\$23.87		
Tech 4 - Technical Support Analyst			
Start	\$15.36	\$17.56	\$19.69
After 1 years	\$17.05	\$19.12	\$22.07
After 2 years	\$18.56	\$21.43	\$23.18
After 3 years	\$20.81	\$22.50	\$24.87
After 4 years	\$21.84	\$24.15	\$26.58
After 5 years	\$23.45	\$25.81	
After 6 years	\$25.06		
Tech 5 - Technical Support Specialist			
Start	\$20.41	\$22.07	\$23.89
After 1 year	\$21.43	\$23.19	\$25.07
After 2 years	\$22.51	\$24.34	\$26.16
After 3 years	\$23.63	\$25.40	\$27.63
After 4 years	\$24.66	\$26.83	\$29.03
After 5 years	\$26.05	\$28.18	
After 6 years	\$27.36		

- A responsibility allowance of a \$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.
- **Bus Drivers**

<b>Job Classification</b>	<b>2002 09 01</b>	<b>2003 09 01</b>	<b>2004 09 01</b>
Bus Drivers	\$948.00 per month	\$976.45 per month	\$1005.74 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.

- **Students**

<b>Job Classification</b>	<b>2002 09 01</b>	<b>2003 09 01</b>	<b>2004 09 01</b>
Students	\$9.91 per hour	\$10.21 per hour	\$10.52 per hour

- **Temporary Employees**

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

## SCHEDULE B (SQUARE FOOTAGE)

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.

<b>Facility Name</b>	<b>Total Sq. ft.</b>	<b>Category</b>	<b>Allowance</b>
Adelaide - WG MacDonald Public School	28,967	A1	0.53
A. E. Duffield Public School	27,580	A1	0.53
A.J. Baker Public School	19,666	A1	0.53
Aldborough Public School	24,075	A1	0.53
Arthur Ford Public School	31,482	A1	0.53
Balaclava Public School	30,877	A1	0.53
Beachville Public School	19,726	A1	0.53
Biddulph Central Public School	18,092	A1	0.53
Bishop Townshend Public School	23,393	A1	0.53
Caradoc Central Public School	26,396	A1	0.53
Caradoc South Public School	14,588	A1	0.53
Centennial Central Public School	26,307	A1	0.53
Delaware Central Public School	25,917	A1	0.53
D.M. Sutherland Public School	27,528	A1	0.53
East Williams Memorial Public School	24,085	A1	0.53
Eastdale Public School	25,793	A1	0.53
Edward Street Public School	20,231	A1	0.53
Elmdale Public School	15,562	A1	0.53
Hillcrest (W) Public School	25,400	A1	0.53
Homedale Public School	31,686	A1	0.53
Huron Heights F.I.Public School	25,655	A1	0.53
Innerkip Central Public School	30,049	A1	0.53
John Dearness Public School	27,636	A1	0.53
Leesboro Central Public School	20,122	A1	0.53
Lucan Public School	15,046	A1	0.53
M B McEachren Public School	30,724	A1	0.53
Manor and Highland Park Public School	25,145	A1	0.53
McGillivray Central Public School	20,798	A1	0.53
Metcalfe Central Public School	15,203	A1	0.53
Mosa Central Public School	21,887	A1	0.53
North Norwich Public School	19,593	A1	0.53
Northdale Central Public School (Woodstock)	27,436	A1	0.53
Northdale Public School (London)	17,435	A1	0.53
Norwich Public School	27,130	A1	0.53
Orchard Park Public School	26,948	A1	0.53
Otterville Central Public School	20,188	A1	0.53
Oxbow Public School	29,694	A1	0.53
Oxford Park Public School	22,820	A1	0.53
Parkview Public School	25,865	A1	0.53
Plover Mills Public School	18,222	A1	0.53
Port Burwell Public School	22,932	A1	0.53
Prince Andrew Public School	18,596	A1	0.53
Princess Elizabeth Public School (Ingersoll)	28,295	A1	0.53
River Heights Public School	29,511	A1	0.53
Scott Street Public School	25,852	A1	0.53
Sherwood Forest Public School	16,908	A1	0.53
Sir Georges Etienne Cartier Public School	27,209	A1	0.53
Southdale Public School	27,929	A1	0.53
Southside Public School	16,756	A1	0.53

Sparta Public School	28,503	A1	0.53
Springbank Public School	25,735	A1	0.53
Thamesford Public School	27,699	A1	0.53
Tollgate Central Public School	16,302	A1	0.53
University Heights Public School	30,121	A1	0.53
Valleyview Central Public School	21,123	A1	0.53
Westdale Public School	20,709	A1	0.53
Westfield Public School	16,772	A1	0.53
Westminster Central Public School	28,123	A1	0.53
Westminster Ponds Environmental Centre./ Pond Mills	19,845	A1	0.53
Aberdeen Public School	41,400	A2	0.70
Arthur Stringer Public School	33,260	A2	0.70
Brick Street Public School	32,101	A2	0.70
Byron Northview Public School	33,074	A2	0.70
Byron Somerset Public School	56,554	A2	0.70
Byron Southwood Public School	39,975	A2	0.70
CC Carrothers Public School	41,814	A2	0.70
Central Sr. Public School	44,375	A2	0.70
Chippewa Public School	59,208	A2	0.70
Clara Brenton Public School	33,181	A2	0.70
Cleardale Public School	57,827	A2	0.70
Colborne Street Public School	34,623	A2	0.70
Ealing Public School	47,793	A2	0.70
East Oxford Public School (Sweaburg)	33,740	A2	0.70
Elgin Court Public School	40,595	A2	0.70
Empress Public School	46,440	A2	0.70
Evelyn Harrison Public School	41,088	A2	0.70
Fairmont Public School	35,197	A2	0.70
Forest Park Public School	43,468	A2	0.70
Franklin D. Roosevelt Public School	39,607	A2	0.70
Harris Heights Public School	38,028	A2	0.70
Hickson Central Public School	40,245	A2	0.70
Hillcrest (L) Public School	34,860	A2	0.70
Jeanne- Sauve Public School	34,941	A2	0.70
Kensal Park Public School	54,072	A2	0.70
Knollwood Park Public School	49,449	A2	0.70
Lester B Pearson School for the Arts	52,996	A2	0.70
Lockes Public School	41,859	A2	0.70
Lord Elgin Public School	33,007	A2	0.70
Lord Nelson Public School	62,852	A2	0.70
Lord Roberts F.I. Public School	41,349	A2	0.70
Maple Lane Public School (w/Elliott Fairbairn )	45,513	A2	0.70
Masonville Public School	33,615	A2	0.70
McGregor Public School	40,013	A2	0.70
Mountsfield Public School	52,466	A2	0.70
Nicholas Wilson Public School	33,981	A2	0.70
North Meadows Public School	39,348	A2	0.70
Northbrae Public School	37,752	A2	0.70
Northdale Central Sr Public School	33,465	A2	0.70
Northridge Public School	43,779	A2	0.70
Norwich District High School	62,238	A2	0.70
Oliver Stephens Sr Public School	41,419	A2	0.70
Prince Charles Public School	55,847	A2	0.70
Princess Anne FI Public School	40,920	A2	0.70

Rick Hansen Public School	43,949	A2	0.70
Riverside Public School	44,727	A2	0.70
Rolph Street Public School	37,319	A2	0.70
Ryerson Public School	44,856	A2	0.70
Sir Isaac Brock Public School	33,820	A2	0.70
Sir Winston Churchill Public School	34,962	A2	0.70
Southwold Public School	50,922	A2	0.70
St Georges Public School	42,269	A2	0.70
Stoneybrook Public School	38,221	A2	0.70
Straffordville Public School	43,864	A2	0.70
Summer's Corners Public School	61,551	A2	0.70
Tavistock Public School	44,318	A2	0.70
Tecumseh Public School	44,781	A2	0.70
Tillson Avenue Livingston Centre	38,015	A2	0.70
Trafalgar Public School	44,128	A2	0.70
Tweedsmuir Public School	38,605	A2	0.70
Victoria Public School (London)	44,893	A2	0.70
Victory Memorial Public School	53,152	A2	0.70
W. Sherwood Fox Public School	62,396	A2	0.70
Wilton Grove Public School	61,376	A2	0.70
Woodland Heights Public School	58,507	A2	0.70
Wortley Road Public School	36,879	A2	0.70
Zorra Highland Park Public School	35,260	A2	0.70
Algonquin Public School	64,403	A3	0.87
Ashley Oaks Public School	72,979	A3	0.87
Bonaventure Meadows Public School	74,562	A3	0.87
<b>CEC Central - (Education Centre)</b>	127,005	A3	0.87
Central Elgin Collegiate Institute	100,458	A3	0.87
Central Secondary School	121,205	A3	0.87
Emily Carr Public School	64,613	A3	0.87
Glen Cairn Public School	88,021	A3	0.87
Glencoe District High School	83,876	A3	0.87
Jack Chambers Public School	65,040	A3	0.87
John P Robarts Public School	72,765	A3	0.87
Lord Dorchester Secondary School	93,401	A3	0.87
Lorne Avenue Public School	79,407	A3	0.87
Medway High School	119,301	A3	0.87
Parkside Collegiate Institute	149,244	A3	0.87
Princess Elizabeth Public School	65,769	A3	0.87
Sir George Ross Secondary School	103,874	A3	0.87
Sir John A. MacDonald Public School	65,416	A3	0.87
South Secondary School	114,886	A3	0.87
Thames Secondary School	97,030	A3	0.87
West Elgin Secondary School	94,581	A3	0.87
Westmount Public School	64,694	A3	0.87
White Oaks Public School	122,573	A3	0.87
Wilfrid Jury Public School	93,009	A3	0.87
Woodstock Collegiate Institute	101,345	A3	0.87
A.B. Lucas Secondary School	155,289	A4	1.06
Arthur Voaden Secondary School	176,300	A4	1.06
College Avenue Secondary School	156,555	A4	1.06
East Elgin Secondary School	180,529	A4	1.06
G A Wheable Centre for Adult Ed.	163,714	A4	1.06
Huron Park Secondary School (Blossom Park)	159,835	A4	1.06
Ingersoll District Collegiate Institute	188,363	A4	1.06



Montcalm Secondary School	203,452	A4	1.06
Oakridge Secondary School	160,601	A4	1.06
Sir Frederick Banting Secondary School	213,211	A4	1.06
Sir Wilfrid Laurier Secondary School	163,666	A4	1.06
Westminster Secondary School	157,204	A4	1.06
Clarke Road Secondary School	222,405	A5	1.25
H B Beal Secondary School	298,602	A5	1.25
Saunders Secondary School	305,290	A5	1.25

## **LETTERS OF UNDERSTANDING BENEFITS**

The parties agree to set up a joint benefits committee within 60 days of ratification of the new agreement. This committee will review information in order to allow CUPE 4222 to investigate the feasibility of converting the benefits plan for CUPE Local 4222 to a Union Trustee Benefit Plan.

### **CATEGORY C CUSTODIANS**

The parties agreed that Category C Custodians who wish to remain as Category C Employees shall have the right to do so.

### **CHANGE FROM VACATION YEAR TO SCHOOL YEAR**

It is agreed that with the ratification of this agreement no Employee shall lose wages or benefits due to a change in Article 21.08 from vacation to school year.

### **COMPRESSED WORK WEEK**

A joint Committee will be established by the Parties to investigate alternatives to the compressed summer work week schedule implemented in 2003. The Committee report will be forwarded to Senior Administration no later than 2003 December 31 in order that alternate schedules can be reviewed and investigated for possible implementation.

### **CONTRACTED SERVICES REVIEW**

A Joint Committee will be established by the parties to review the costs associated with contracted services. The Committee will meet within ninety (90) days of ratification.

### **EXTENDED LUNCH HOURS FOR CUSTODIANS**

Within 30 (thirty) days of ratification, the Labour Management Committee will meet to review the possible reduction in hours of the lunch period in locations that currently have a lunch period in excess of one (1) hour.

The Committee will document the rationale for maintaining a lunch hour in excess of one (1) hour in all sites where reductions can not be implemented.

### **GREEN CIRCLING OF TECHNICAL SUPPORT ANALYSTS**

For the term of the current agreement, the two former London Board of Education Employees identified as a Software Support Analyst and an Engineering Technician who are currently Technical Support Analysts will have their current rates of pay green-circled and notwithstanding assignment of responsibilities, they waive their right to any responsibility allowance.

### **REFERENCE TO ARTICLE 19.04 (b) - INFORMATION TECHNOLOGY**

It is recognized that the operational requirements and needs referred to in Article 19.04 (b) are unique with respect to Information Technology and the need to maintain a continuous service presence in schools during periods of school operation.

## **LETTERS OF UNDERSTANDING CONTINUED**

### **TEMPORARY LAY OFF PERIODS**

It is understood that if the Employer implements a temporary lay-off period the following provisions will apply:

- (a) Employees may schedule vacation in accordance with Article 19 (Vacations) or request an unpaid leave of absence in accordance with Article 21.03 during the temporary lay off period;
- (b) In the absence of scheduled vacation, Lieu time or approved Leave of Absence, Employees will be subject to lay off during this period.

## 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:

$$240/2 \times 1/240 \times \text{Regular annual salary on retirement excluding overtime}$$

For Persons Employed on a Ten Month Basis:

Number of days of accumulated sick leave to maximum of:

$$200/2 \times 1/200 \times \text{Regular annual salary on retirement excluding overtime}$$

### 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 X 1/240 X 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:

**Number of days of**                      **Number of years**  
**Accumulated Sick Leave X  $\frac{2}{100}$  X Last year's salary X with the Employer**  
**200                                      100**

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.:

**Salary of last year X accumulated days**  
**200 X 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.:

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

- (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 1/2 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:

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

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:

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

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

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.