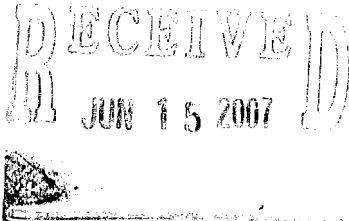


# COLLECTIVE AGREEMENT



BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD  
(herein called “the Board” or “the Employer”)

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 5678  
(herein called “the Union”)

September 1, 2005  
to  
August 31, 2008



11993(03)

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## **ARTICLE 1 – PREAMBLE**

WHEREAS it is the desire of both parties to this Collective Agreement:

To maintain and improve the harmonious relations and to settle conditions of employment between the Employer and the Union;

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services;

To encourage efficiency in operation;

To promote the morale and well-being of all the Employees in the bargaining unit of the Union;

And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union recognizes and accepts that it is the exclusive right and function of the Employer to administer and manage any and all of the affairs of the Employer without reservation, except as specifically limited by the Collective Agreement and the administration of such right shall not be inconsistent with this Collective Agreement.

## **ARTICLE 3 – RECOGNITION**

3.01 The Upper Canada District School Board (herein called “the Board or “the Employer”) recognizes the Canadian Union of Public Employees and its Local 5678 (herein called “the Union”) as the sole and exclusive bargaining agent for all Employees of the Upper Canada District School Board, save and except Supervisors and persons above the rank of Supervisor, Teachers as defined in the Education Act, Human Resources personnel, Executive Assistants and Secretaries to the Superintendents, the Director of Education, and the Board Professional Student Services personnel.

### **3.02 Correspondence**

All correspondence between the Parties relating to implementation, application and interpretation of this Collective Agreement shall pass to and from the Office of Human Resources on behalf of the Employer, and the President of the Union on behalf of the Union.

3.03 Whenever the singular or masculine is used in this Agreement, it shall be considered as though the plural or feminine has been used.

### **3.04 Definitions**

Employee – a person employed in a position coming within the scope of the Bargaining Unit as defined in Article 3.01.

a) Permanent Employee – an Employee who has obtained a full time or part time permanent position and working the hours of work as defined in Article 15, Hours of Work.

b) Permanent Part-time Employee – an Employee who has obtained a permanent part time position and who is regularly scheduled to work less than full time hours for his /her job classification.

c) Permanent Full-time Employee – an Employee who has obtained a permanent full time position and who regularly works the full time hours of work per week for his/her job classification.

d) Probationary Employee - an Employee who is employed in a full time or part time permanent position who has not completed the probationary period as defined in Article 12.05.

e) Temporary Employee - an Employee who is employed:

i) to replace a permanent Employee who is on an authorized leave of absence, with a pre-determined start and end date or return date coincident upon the return of the permanent employee;

ii) to handle a temporary increase in work load, or a specific project which is anticipated or reasonably expected to be no longer than *sixty* (60) working days of continuous service, and provided no permanent or probationary Employee who is qualified to perform the temporary work is on layoff, or subject to recall;

iii) to carry out specific projects which are funded outside of the general legislative grants provided by the Ministry of Education.

During the course of employment a temporary Employee shall be paid as defined in Article 23. Unless otherwise specified in the collective agreement or provided by law, no other provisions of this Agreement shall be applicable to a temporary Employee.

f) Casual Employee - an Employee who is employed on a daily or day-to-day basis as needed to replace an absent Employee. A Casual Employee shall be paid as defined in Article 23. No other provisions of the Collective Agreement shall be applicable to a casual employee except as otherwise provided by law.

### 3.05 Positions

a) Permanent full- time position - a position established by the Employer and coming within the scope of this collective agreement.

b) Permanent part-time position - a position established by the Employer and coming within the scope of this collective agreement.

c) Temporary position - a temporary position resulting from a leave of absence of a full or part time employee with a predetermined start and end date, or, a return date coincident on the return of the permanent employee, or, to handle a temporary increase in workload, or, specific project(s) which is anticipated or reasonably expected to be no longer than *sixty* (60) working days, or, to carry out specific projects which are funded outside of the general legislative grants provided by the Ministry of Education.

Note: When a permanent part- time or full- time employee fills a temporary position they will have the right of return to their regular position at the end of the temporary assignment.

### 3.06 Supervisor

The person one reports to or his/her designate as identified on the job description.

## **ARTICLE 4 - NO DISCRIMINATION**

4.01 In addition to the grounds protected by the Human Rights Code of Ontario, the Parties agree that they will not discriminate against, interfere with, restrict or coerce any Employee with respect to any matter for any reason.

4.02 The Employer recognizes the right of Employees to be treated fairly in a workplace free of personal and sexual harassment.

## **ARTICLE 5 - UNION SECURITY**

### **5.01 Members**

Any Employee who is a member, becomes a member, or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership.

A new Employee who is not a member of the Union signatory to this Agreement shall join the Union on the first (1<sup>st</sup>) day of employment.

### **5.02 Union Dues**

- a) The Employer shall deduct Union dues and assessments for every pay period and for each employee. Dues and assessments deducted in accordance with this Article shall be forwarded to the Secretary Treasurer of the local Union no later than the fifteenth of the month following the month on which the deductions were made. The Union shall inform the Employer, from time to time, of the amount of such dues and assessments.
- b) The dues and assessments remittance should include: the employee's name, job code, total earnings for the period, total hours worked, hourly rate, along with total dues deducted from all employees and total wages paid to all employees.
- c) No later than October 31 of each year, the Employer shall provide the Union with the home address and telephone number and work location of each member of the Bargaining Unit.
- d) The Union shall indemnify and save harmless the Employer from any and all claims arising from the deduction of dues and assessments.

## **ARTICLE 6 - INFORMATION TO EMPLOYEES**

- 6.01 Each member of the bargaining unit shall be provided with access to the Collective agreement via the Board's internal website, INSITE. Each member may print a copy from said website at the Employer's expense. At the point of hire each new employee shall receive a copy of the current Collective Agreement.

## **ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS**

### **7.01 Redelegation**

The Union will provide the Employer with the names of the individuals authorized to represent the Union and likewise, the Employer shall advise the Union in writing of the names of those individuals authorized to represent the Employer.

### **7.02 Representatives of the Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

### **7.03 Negotiating Committee**

In negotiations for a new or renewal Collective Agreement, each of the parties shall be represented by a committee of not more than nine (9), exclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions which may be made from time to time.

7.04 Time Off for Meetings

When meetings with the Employer=s Negotiating Committee are held during regular working hours of an Employee who is a member of the Union Negotiating Committee, such Employee shall be released from his/her work assignment without loss of pay or any other benefits under the collective agreement, Time spent in negotiations shall be considered time worked exclusive of any overtime provisions.

7.05 Labour Management Committee

The Employer and the Union will each appoint five (5) representatives to serve on a Labour Management Committee. When either party desires a meeting to discuss matters arising out of relations between the parties, other than matters which are to be dealt with under Grievance and Arbitration, a written request for such meeting may be sent to the other party, setting out the matters to be discussed. The meeting shall be held between the Parties within five (5) working days of the receipt of the request. The committee shall have no power to alter the terms and conditions of this collective agreement.

7.06 Union Steward

The Union shall notify the Employer in writing of the name of the Stewards and Chief Stewards:

- a) In order to provide an expeditious process for settling grievance claims, the Employer acknowledges the right of the Union to appoint up to twenty (20) Stewards/Chief Stewards whose duties shall be to assist an Employee in preparing and presenting a claim;
- b) Except with the prior approval of his/her immediate supervisor, which shall not be unreasonably withheld, a Steward shall not perform his/her duties during regularly scheduled work hours;
- c) Where approval to leave work to perform his/her duties as a steward has been granted, the Steward shall promptly attend to the processing of the claim;
- d) Correspondence related to a grievance shall be between the Employer and the Steward with a copy to the affected employee.

**ARTICLE 8 - RESOLUTIONS AND REPORTS OF THE BOARD**

8.01 The Employer agrees not to implement any new policies or procedures which affect the status or working conditions of any Employee coming within the scope of this Agreement, except upon thirty (30) working days notice in order to permit the Union to make representation to the Employer.

8.02 From time to time the Union may be invited to participate on Employer committee(s), separate and distinct from those as required by law. Such Union participation does not confer any approval in whole or in part on behalf of the Union and/or its membership, of any final report(s) of said committee.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 The parties to this Agreement are agreed that it is of the utmost importance to resolve complaints and grievances as quickly as possible.

9.02 Definitions:

- a) a grievance shall be defined as a difference of opinion between the parties concerning the interpretation, application, administration or alleged violation of this Collective Agreement; including whether or not a matter is arbitrable.

- b) an individual grievance is one lodged by an Employee through the Union, which has application only to him/her.
  - c) a group grievance is one lodged by the Union, on behalf of more than one Employee arising out of the same circumstances.
  - d) a policy grievance is one which arises out of the Collective Agreement and is not included under (b) or (c) hereof. A policy grievance shall be lodged by the Union
  - e) for the purposes of this Article, "days" shall mean working days.
- 9.03 Each grievance shall be in writing and shall contain the following:
- a) brief statement of the facts alleged to support the claim;
  - b) specific reference to the Collective Agreement provisions allegedly violated; and
  - c) the nature of the relief sought.

No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

- 9.04 No grievance shall be considered to exist where the event or circumstances on which it is based occurred more than thirty (30) days prior to filing with the Employer or the Union as the case may be; thereafter, the timelines of the grievance steps are directory only.

Step 1

An individual grievance shall be submitted to the Manager of Labour Relations, who shall reply in writing within ten (10) working days of its receipt.

Step 2 – Grievance Committee

If the grievance remains unresolved, the grievance committee of the Employer and the Union shall meet to consider the claim within ten (10) working days of the Step 1 response, and the committee or the party being grieved shall respond in writing within five (5) working days of the meeting.

Step 3

If the grievance continues to be unresolved, the Employer or the Union may refer the claim to arbitration within ten (10) working days of receipt of the response in Step 2 hereof.

Group grievance or policy grievances shall commence at Step 2.

- 9.05 Written supplementary agreements, understandings or undertakings shall be subject to the grievance and arbitration procedures.

**ARTICLE 10 - ARBITRATION PROCEDURE**

- 10.01 In the event the grievance process has been fully complied with and the matter remains unresolved, the following procedure shall be available to the Parties.
- 10.02 Within five (5) working days after receipt of the notification from the Union or the Employer, each party shall appoint a nominee to an Arbitration Board, and shall advise the other party of its selection within five (5) working days.

- 10.03 The two (2) nominees shall attempt to agree upon a chairperson and, if they cannot agree within a further fifteen (15) days, the Minister of Labour, Ontario, may be asked to appoint.
- 10.04 Notwithstanding 10.02 or 10.03, a single Arbitrator may be agreed to by the parties.
- 10.05 Each of the parties shall bear the expenses of its nominee, and the parties shall share equally the fee and expense of the Chairperson or single Arbitrator.
- 10.06 The decision of the single Arbitrator or of the majority of the Arbitration Board or, in the absence of a majority, decision of the Chairperson shall be final and binding.
- 10.07 The arbitrator or arbitration panel shall not have any power to alter, vary, modify or substitute any of the provisions of this Collective Agreement.
- 10.08 Witness - At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee(s) concerned as a witness and any other witness, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer=s premises to view any working conditions which may be relevant to the settlement of the grievance.

#### **ARTICLE 11 –DISCIPLINE**

- 11.01 Except in circumstances requiring the imposition of immediate discipline, the Employee shall have the right to consult with a steward and to have him/her present in any interview with supervisory personnel relating to a proposed disciplinary action provided that no unreasonable delay is occasioned thereby. In normal circumstances, the supervisor of the affected Employee shall provide at least 24 hours advance notice of the time, date, and location of the interview.
- 11.02
  - a) A grievance by an Employee who has completed the probationary period alleging that he/she has been discharged or suspended without just cause shall be commenced at Step 2 of the grievance procedure.
  - b) A grievance by an Employee who has not completed the probationary period, alleging that he/she has been discharged or suspended without just cause shall be commenced at Step 2 of the grievance procedure and should such grievance proceed to arbitration, the parties acknowledge that a lesser standard of just cause shall be applicable than would apply to the discharge or suspension of an Employee who has completed the probationary period.
- 11.03 The record of a disciplinary action against an Employee shall remain on file for a period of fifteen (15) months from the date of its filing. Providing there has been no further disciplinary action with respect to that Employee within that period of time, his/her record shall not be used against him/her in any proceeding thereafter.
- 11.04 Personnel File  
The personnel file of an Employee shall be maintained in the Human Resources Department of the Board. The file shall be available and open to the Employee for inspection in the presence of a Board Human Resources Representative by appointment, on twenty four (24) hours notice, during the regular working hours of the department.

A copy of any document being added to an Employee's file shall be provided to the Employee at the time of filing. No document may be introduced at any step of the disciplinary grievance or arbitration processes, for which the Employee was not provided with a copy.

The Employee shall be entitled upon request to copies of any materials contained in the personnel file at no cost.



Where the Employee authorizes, in writing, access to the Employee's personnel file by a Union Representative acting on the Employee's behalf, the Board shall provide such access by appointment, as well as copies of documents contained therein.

## **ARTICLE 12- SENIORITY**

- 12.01** Seniority is defined as the length of continuous service in the employ of the Employer or its predecessor Boards, calculated from the most recent date at which work commenced.
- 12.02** Effective September 1, 2006:
- a) For newly hired Employees seniority is defined as the length of continuous service at which work commenced in a Bargaining Unit position;
  - b) Employees hired prior to September 1, 2006 will have their seniority and service grand parented as per Article 12.01;
  - c) The common seniority date for all Literacy Basic Skills (LBS) Instructors, who were in the employ of the Upper Canada District School Board up to and including September 1, 1999 and continuously thereafter, shall be September 1, 1999. Thereafter, seniority shall accumulate as per Article 12.01 and 12.02(b).
- 12.03** Seniority shall operate on a bargaining unit wide basis.
- 12.04** Seniority shall be used as a factor in lateral transfers, promotion, demotion, lay-off and recall of Employees as set out in other provisions of this Collective Agreement.
- 12.05** A newly hired Employee or a temporary employee upon hiring into a permanent full time or part time position shall be a probationary employee for a period which includes six (6) consecutive months of work in the position. During this period the Employee will have no seniority rights. Upon successful completion of the probationary period, the seniority of an employee shall date back to the original date of which work commenced.
- 12.06** As of March 1<sup>st</sup>, in each year, the Employer shall post a seniority list ranking in order from greatest to least the seniority of all members of the Union including name, date of hire, job classification, FTE, and location, on INSITE. In the event that it is necessary to break ties in seniority ranking, such ties shall be broken by a random number statistical elimination process, in the presence of a union representative. Any dispute with respect to the seniority list shall be reported to the Human Resources Administrator or designate within thirty (30) working days of its posting.
- 12.07**
- a) Continuous service will not be interrupted as a result of any approved leave of absence authorized in accordance with this Agreement or other applicable labour statutes.
  - b) Where an Employee is not scheduled to work during the Christmas break period, the March break period or during the summer months, such periods shall not constitute an interruption of continuous service for seniority purposes.
- 12.08** Seniority shall cease, and employment shall terminate:
- a) if the Employee is discharged, and the discharge is not reversed through the Grievance and Arbitration Procedure; or
  - b) if the Employee resigns, in writing, and does not withdraw such resignation, in writing, within twenty-four (24) hours; or

- c) if the Employee has been absent without leave, unless a reason acceptable to the Employer is given; or
- d) if the Employee is on layoff, and fails to return to work within seven (7) working days of recall to a position for which qualified. Notification of recall shall be by registered mail to the last known address filed with the Employer by the Employee. Time shall run from the date of confirmation of delivery of notice of registered mail; or
- e) if the Employee overstays an authorized leave of absence, unless a reason acceptable to the Employer is given; or
- f) if the Employee retires; or
- g) after twenty-four (24) consecutive months of layoff or surplus to the needs of the Employer; or
- h) on promotion or transfer to a position not included in the bargaining unit after a period of three (3) months.

12.09 Persons hired as casual or temporary Employees shall not acquire any seniority credits for such service except when Article 12.05 applies.

### ARTICLE 13- VACANCIES AND JOB POSTINGS

13.01 Annual Staffing – Educational Assistant Staffing procedures will be established annually by a Joint Staffing Committee of the Board and the Union. In the event Staffing Procedures are not established by the commencement of staffing, the Staffing procedures from the previous staffing year will apply. The provision of Article 13.02 shall not apply to the filling of vacancies for Educational Assistants.

13.02 Job Postings  
When the Employer determines that a vacancy exists, when a new position is created, when a temporary vacancy exists or is newly created the Employer shall post a notice of the vacancy on its website describing the criteria for selection for the position. Such notice shall be posted within ~~10~~ working days of the known vacancy and remain posted for at least five (5) consecutive working days.

13.03 An electronic job posting shall show the following:

- a) job classification
- b) location (including town or city)
- c) hourly rate of pay
- d) specific hours of work
- e) job summary
- f) anticipated starting date
- g) status (full time, part-time, permanent, temporary)
- h) qualifications, skills, experience per the job description
- i) instructions on application procedure

13.04 Applicants must possess the qualifications at the time the application is made.

13.05 In filling a vacancy, the position shall be awarded to the most senior applicant within the bargaining unit meeting the requirements of the job description.

- 13.06 Lateral Transfer  
Where the senior qualified applicant above, is currently in the same job classification the appointment shall be made without any interview or testing.
- 13.07 Different Job Classification - Where permanent employee applicants are equal in qualifications and skills, the most senior applicant will be appointed. An interview and/or testing may be required to assess qualifications and skills as per the job description.
- 13.08 Temporary employees in the bargaining unit will be given due consideration after all permanent employee applicants have been considered.
- 13.09 No new employee shall be employed until such time as all Employees from within the bargaining unit who meet the requirements of the posting and who apply have been considered for the vacancy.
- 13.10 Notification to the Union: The Union shall be notified electronically within five (5) working days of all appointments and staff changes within the bargaining unit.
- 13.11 Trial period: Where the successful applicant for a higher rated position is currently an employee he/she shall be on a trial period for twenty-five(25) actual working days. If either the Employer or the Employee determines it necessary during the trial period, the employee shall be returned to his/her former position without loss of the former wage rate or seniority.
- 13.12 Employee on Layoff: A copy of every job posting shall be forwarded to each employee who is on the Layoff/ Recall list.
- 13.13 The parties agree that in order to clarify the duties of the Head Custodian, Secondary and Elementary Office Administrator the following shall apply. The Head Custodian, Secondary and Elementary Office Administrator may be involved as a member of a hiring team and may be required to provide information as to the performance of Employees under his/her supervisory responsibility, to his/her appropriate Supervisor. The Head Custodian, Secondary and Elementary Office Administrator will not be required to make decisions with respect to the hiring, discipline or dismissal of an Employee.

#### **ARTICLE 14 - LAYOFFS AND RECALL**

- 14.01 The parties acknowledge as a general principle that job security increases in direct relation to the length of continuous service in the bargaining unit.
- 14.02 A layoff is defined as a reduction in the number of hours of work of an Employee as defined in Article 15, or the elimination of a job class.
- b) The interruption of employment during the Christmas break, the Winter Holiday or the Summer Vacation for Employees who are regularly employed on a ten (10) month basis, September to June does not constitute a lay-off under this Article.
- 14.03 Notice of Layoff  
When it is necessary to lay-off Employees, the Employer shall provide the following working notice in writing or pay in lieu thereof which is the greater of that required by the Employment Standards Act or;
- a) if the Employee to be laid off has less than five (5) years of service - twenty (20) calendar days;
  - b) if the Employee to be laid off has five (5) years of service or more, but less than ten (10) years of service - thirty (30) calendar days;
  - c) if the Employee to be laid off has ten (10) years of service or more - sixty (60) calendar days.

14.04 Bumping Procedure

In the event that it becomes necessary, Employees shall be laid off in reverse order of seniority by worksite within the job classification assigned to those Employees. An employee in receipt of a notice of layoff shall exercise his/her right to either of the following options in any order:

- a) accept the reduction in hours; or
- b) accept the layoff and be placed on the recall list; or
- c) displace the least senior Employee in the job classification, job level or lower job level within:
  - i) a 30 kilometer radius of the current location of the Employee laid off; or
  - ii) within the established 4 regions of the Board (Rideau, Capital, St. Lawrence, Gateway) which include the Employee's current location; (list of schools by region is found in Appendix F); or
  - iii) within the Board.

In no event can an Employee who has received a notice of layoff displace an Employee of greater seniority.

In all cases, an Employee who chooses to displace the least senior Employee must be presently qualified to perform the requirements of the position.

The displacement process shall not result in an increase in the Employee=s classification or assigned hours, nor shall it result in the splitting of positions.

- 14.05 An Employee who is or may be affected by a lay-off under this article shall indicate in writing to the Employer his/her choice within five (5) working days of receiving notice of the lay-off. The notice shall be deemed by the Board to have been received on the date the registered mail is sent out.

14.06 Recall Rights

**An** Employee to be recalled shall be so notified by registered mail **to** his/her most recent address on record with the Employer. He/she shall contact the Employer within seven (7) working days of the posting date of the registered mail to accept the recall. The Parties recognize that due to the geographic extent of the Employer=s operations, Employees shall have the option to accept recall or remain on the recall list provided the position to which the Employee is recalled is greater than thirty (30) kilometers from the location from which the Employee was laid-off.

a) An Employee who has been laid off and who is on the Recall list shall be recalled in order of his/her seniority subject to qualifications and entitlement.

b) An Employee on the Recall list shall be eligible for recall for a period of twenty-four (24) months from the date that the Employee was first placed on the Recall list.

c) When an Employee who is on the Recall list accepts a temporary position, his/her rights to Recall will not be affected.

- 14.07 Any grievance concerning lay-off or recall shall be initiated at Step 2.

## **ARTICLE 15 - HOURS OF WORK AND WORK YEAR**

15.01 The following provisions in this Article are intended to define the maximum hours for regularly scheduled hours of work for a full-time equivalent Employee in the noted job classification.

a) Maintenance and Plant Operations, Courier Services

Five (5) consecutive days of eight (8) consecutive hours each, inclusive of a half (1/2) hour paid lunch. Monday to Friday inclusive, to be scheduled in accordance with the needs as determined by the Employer.

Day Shift: The normal hours of work shall be scheduled between the hours of 6:00 a.m. and 6:00 p.m., inclusive of a half hour (2 hour) paid lunch.

Afternoon Shift: The normal hours of work shall be scheduled between the hours of 12:00 p.m. and 12:00 a.m. , inclusive of a half hour (1/2 hour) paid lunch.

Note: Split Shift - Only Employees holding positions of Head Custodian IV may be scheduled in accordance with the Employer=s needs to a split shift. No split shift will be greater than (3) hours.

b) Secondary Schools, Administration and Regional Centres – Office, Clerical, Technical

Five (5) consecutive days of seven (7) hours each, from Monday to Friday inclusive, scheduled between 7:00 a.m. and 5:00 p.m. daily exclusive of an uninterrupted unpaid lunch period of not less than one half (1/2) hour nor more than one (1) hour. The work year shall be in accordance with the hours of work on a twelve (12) month basis.

c) Elementary Schools – Office, Clerical, Technical

Five (5) consecutive days of seven (7) hours each, from Monday to Friday inclusive, scheduled between 7:00 a.m. and 5:00 p.m. daily , exclusive of an uninterrupted unpaid lunch period, not less than one half (2) hour nor more than one (1) hour. The work year shall commence five (5) working days prior to the commencement of the school year and shall extend five (5) working days beyond the school year as determined by the Employers school year calendar.

d) Educational Support (Educational Assistant, Classroom Assistant, Speech and Language Assistant, Social Skills Worker)

Effective September 1, 2005, five (5) consecutive days of 6 hours each, from Monday to Friday inclusive, scheduled between 7:30 a.m. and 4:30 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

Effective September 1, 2007, five (5) consecutive days of 6.25 hours each, from Monday to Friday inclusive, scheduled between 7:30 a.m. and 4:30 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

Effective August 31, 2008, five (5) consecutive days of 6.5 hours each, from Monday to Friday inclusive, scheduled between 7:30 a.m. and 4:30 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

The work year shall coincide with the school year as determined by the Employer=s school year calendar.

- e) Instructors, Instructional Assistants, Literacy Basic Skills (LBS) Instructors, ESL Instructors, Line Instructors

Subject to the maximum of thirty-five (35) hours of work per week, the number and scheduling of hours is as determined by the Employer, consistent with the particular assignment of the Employee as determined at the commencement of the assignment.

- 15.02 Employees shall be allowed two (2) fifteen (15) minute rest periods in each normal full-time work day, one in the first half of the normal shift and the other in the second half, in a suitable area made available by the Employer.
- 15.03 Where the Employer requires an Employee to travel between work sites, such time spent traveling shall be considered part of the total work day.

#### **ARTICLE 16 - OVERTIME**

- 16.01 Subject to the requirements of the Employer being satisfied, the overtime assignment of an Employee is on a voluntary basis. When an Employee has been authorized by his/her immediate supervisor to work hours in excess of his/her normally scheduled working hours, the Employee shall be paid for such extra hours in accordance with the following schedule:
- a) extra hours up to the full-time equivalent hours per day or per week for the job classification of the Employee, the Employee=s regular hourly rate of pay;
  - b) for hours per day or per week in excess of those mentioned in (a) above, one and one-half (1 2 ) times the Employee=s regular hourly rate of pay;
  - c) when an Employee is not normally scheduled to work on a Saturday, all Saturday hours shall be paid at one and one half (1 2 ) times the Employee=s regular hourly rate;
  - d) when an Employee is not normally scheduled to work on a Sunday, all Sunday hours shall be paid at two (2) times the Employee=s regular hourly rate;
  - e) an Employee who works overtime on a paid holiday shall be paid at two (2) times the Employee=s regular hourly rate and in addition, shall receive a compensatory day off with pay;
  - f) the Employer shall make every reasonable effort to pay overtime to the Employee by the end of the pay period during which the Employee has submitted the necessary information.
- 16.02 Overtime shall be distributed on an equitable basis within a work location among the Employees who are willing and qualified to perform the work that is available.
- 16.03 If the Employee is called in because of an emergency, other than during the Employee=s regular working hours, the Employee shall be paid for a minimum of three (3) hours. Payment for all such overtime must be authorized by the appropriate Supervisor.
- 16.04 Employees shall not be laid off during normal hours to equalize any overtime hours worked.
- 16.05 Payment to a regularly scheduled part-time Employee shall be at straight-time except that, when such an Employee works in excess of the normal hours of work for a full-time Employee in the same or equivalent position, the Employee shall be paid for such excess at time-and-one half the Employee=s regular hourly rate.

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

**17.01**

a) The following paid holidays, regardless of when they fall, will be granted with pay to Employees (excluding LBS Instructors) , in accordance with the provisions of this Article:

New Year=s Day	Victoria Day	Labour Day	Boxing Day
Good Friday	Canada Day	Thanksgiving Day	Float Day
Easter Monday	Civic Holiday	Christmas Day	

Provided it is a scheduled work day for the Employee, the last half day on December 24 and December 31.

January 2<sup>nd</sup>, provided that if that day should be a school day in any year, an alternate day off with pay shall be designated by the Employer during the school Christmas break period.

Remembrance Day in a year when that day is declared by the Ministry of Education as a school holiday. In a year in which it is not a school holiday, the first working day following Boxing Day shall be granted in lieu thereof.

- b) Literacy Basic Skills (LBS) Instructors who satisfy the eligibility criteria of the Employment Standards Act shall receive the following holidays with pay:
- a) New Year's Day
  - b) Christmas Day
  - c) Boxing Day
  - d) Thanksgiving Day
  - e) Victoria Day
  - f) Good Friday
  - g) Easter Monday
- c) Should another statutory holiday be proclaimed by the Federal and/or Provincial Government and recognized by the Ministry of Education for the Province of Ontario as a school holiday it shall be considered for the purpose of this Agreement as a holiday with pay in addition to the days listed in 17.01(a) above.
- d) Float Day can be taken at the request of the Employee at his/her discretion, and one (1) week=s notice is given in order to allow Supervisors time to make suitable arrangements.
- e) Payment of such holidays shall be based on the Employee=s regular hourly rate multiplied by the number of hours the Employee would normally have worked on such day. When any of the said holidays fall on other than a regular working day, the Employer may either designate some other day as the day upon which the said holiday will be celebrated, or pay the Employees who qualify for payment for the said holiday as though it has fallen on a regular working day, whichever the Employee prefers.
- 17.02** When any of the above noted holidays falls on an Employee=s scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon between the Employee and the Employer.
- 17.03** In order to be entitled to payment for a paid holiday, an Employee must have been scheduled to work and have worked the work day preceding the holiday and the work day following the holiday. However, an Employee=s absence on either one or both of the qualifying days due to certified illness or authorized leave of absence with pay, shall not disqualify the Employee from receiving holiday pay as provided herein. The Employer may require a medical certificate as proof of illness.

**ARTICLE 18 – VACATION**

18.01 Employees shall be entitled to a vacation with pay for credited, active, continuous service prior to July 1 of the vacation year as follows:

<i>CREDITED SERVICE</i>	<i>ENTITLEMENT</i>
Less than one (1) year	One (1) day per month to a maximum of ten (10) days
One (1) year or more	Ten (10) days
Three (3) years or more	Fifteen (15) days
Six (6) years or more	Sixteen (16) days
Seven (7) years or more	Seventeen (17) days
Eight (8) years or more	Twenty (20) days
Eleven (11) years or more	Twenty-one (21) days
Thirteen (13) years or more	Twenty-two (22) days
Fifteen (15) years or more	Twenty-three (23) days
Seventeen (17) years or more	Twenty-four (24) days
Eighteen (18) years or more	Twenty-five (25) days
Twenty-one (21) years or more	Twenty-six (26) days
Twenty-two (22) years or more	Twenty-seven (27) days
Twenty-three (23) years or more	Twenty-eight (28) days
Twenty-four (24) years or more	Twenty-nine (29) days
Twenty-five (25) years or more	Thirty (30) days
After an Employee has completed thirty (30) years of service, they shall be entitled, for that year only, to thirty-five (35) days vacation.	

Notwithstanding the above, an Employee will continue to accumulate sick leave and vacation credit during the first 120 day period that an Employee is off ill.

18.02 Literacy Basic Skills Instructors (LBS) shall receive vacation pay computed at 4% of the applicable wage rate and payable in each pay period for hours worked.

18.03 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an Employee=s vacation period, he/she shall be allowed an additional vacation day with pay at a time to be scheduled by mutual Agreement between the Supervisor and Employee.

18.04 Vacation schedules shall be arranged in each work site during the month of April. When vacations are scheduled, the Board shall take into consideration the seniority of Employees.

18.05 An Employee terminating employment at any time who has unused vacation credits shall receive vacation pay equal to the amount of such unused credits at the date of termination.

18.06 Employees working less than normal hours shall earn vacation on a pro rata basis in accordance with hours worked.

18.07 Employees who are not scheduled to work during Christmas and March Break shall use any unpaid days in those periods as vacation days with pay from their total vacation entitlement.

18.08 Any unused vacation entitlement for an Employee working on a ten month basis shall be computed as of June 30<sup>th</sup> in each year at the Employee=s then hourly rate of pay and paid out on or after the next September 1st.

18.09 Educational Assistants shall not take vacation on instructional days for students.

**ARTICLE 19 - SICK LEAVE**



- 19.01 The Employer shall administer a sick leave plan and maintain a sick leave account for each Employee who is employed by the Employer. The account shall show the number of days of sick leave, if any, accumulated by each Employee as of the commencement of the school year and the number of days of sick leave credited and used thereafter.
- 19.02 An Employee who previously has been employed by this Employer, a predecessor Board, another Board, or a municipality or local Board as defined in the Municipal Affairs Act, which operated or operates a cumulative sick leave plan, shall be credited with all sick leave credits accumulated therein whether or not there has been any intervening period of unemployment.
- 19.03 All Literacy Basic Skills (LBS) Instructors who were in the employ of the Upper Canada District School Board up to and including August 31, 2003 and continuously thereafter shall be entitled to accumulated sick leave credits in accordance with Article 19 as of September 1, 2003. Where pro-rating is required it shall be based on a full-time equivalent of thirty-five (35) hours per week.
- 19.04 a) A full-time equivalent Employee shall earn sick leave credits at the rate of two (2) days per month actively at work, pro-rated for part-time Employees. Notwithstanding the above, an Employee will continue to accumulate sick leave and vacation credit during the first 120 day period that an Employee is off ill.
- b) Unused sick leave days may accumulate to a maximum of 280 days (see Appendix B, Letter of Understanding re: sick leave accumulation).
- 19.05 Where the sick leave of an Employee becomes depleted during a month, the Employee shall continue to receive payment during the period of the Employee=s illness until the Employee=s accumulated sick leave is depleted.
- 19.06 When an Employee is absent from duty as the result of an accident for which compensation is being received by the Employee in accordance with the provisions of the Workplace Safety and Insurance Act, the Employer will supplement such compensation payments to the Employee to the full salary of the Employee, provided that such supplementary payments by the Employer will be charged pro-rata against the reserves of sick leave credits of the Employee and provided further that the Employer=s obligation to supplement such compensation payments shall be ended when the reserve of sick leave of the Employee has been exhausted.
- 19.07 To the extent of the Employee=s sick leave credits, that Employee shall be entitled to be absent without interruption of salary on account of his/her sickness. The Employer shall require certification by a physician or a licentiate of dental surgery to support absences related to sickness in excess of five (5) consecutive working days, failing which no salary shall be payable. Should the Employer require a certification for a period of absence of less than five (5) working days, the Employer shall pay the cost of obtaining such a certificate.
- 19.08 An Employee who does not have any sick leave credits or whose absence on account of sickness will deplete such credits shall be granted, on written request, a medical leave of absence without pay to the end of the year, if necessary. Nothing in this article prevents an Employee from requesting an extension of the medical leave of absence without pay for all or part of the following year.
- 19.09 Except as required by law or as otherwise provided in this Agreement, sick leave credits shall not accrue during any leave of absence.
- 19.10 An Employee shall be permitted to utilize accumulated sick leave credits for their own

appointments with physicians and/or licentiates of dental surgery. It is understood that an Employee will make every reasonable effort to schedule such appointments outside the regular work day. When such an appointment requires the Employee to be absent for less than his/her scheduled work day, sick leave credits shall be deducted for each hour or part thereof for which the Employee is absent from work.

#### **ARTICLE 20 - LEAVES OF ABSENCE**

##### **20.01 For Union Business within CUPE Local 5678**

- a) A leave of absence with continuation of salary, benefit and other entitlements under the Collective Agreement including seniority accumulation, shall be granted to an elected or appointed CUPE member to perform full time or part time duties as assigned by Local 5678 subject to written notice given to the Human Resources Administrator not later than December 1 in the school year preceding the leave identifying the Union member who will be on Union leave. The Employer shall invoice the Union twice per year for the full cost of salary and benefits for the Union member while on leave.
- b) Except in unforeseen circumstances, and upon notice by the Union at least ten (10) days in advance, release time shall be granted to Union members to carry out Union activities at the local level provided that:
  - i) the Union shall reimburse the Employer for the actual costs of the release time;
  - ii) no more than 250 days in total for release time for the calendar year are permitted;
  - iii) a union member while on leave for union business shall retain all rights and privileges of this Collective Agreement including seniority accumulation as if he/she was at work during the leave. The Employer shall invoice the Union twice per actual costs of the release time.

##### **20.02 Election or Appointment to a position outside of CUPE Local 5678**

A Union member who has been elected or appointed to a position or an office with the national or provincial Union, the CLC or an affiliate shall be granted a leave of absence for up to two (2) consecutive school years without salary, benefits or other entitlements, except that his/her seniority shall continue to accumulate for the two (2) year period and will cease to accumulate thereafter, and, provided written notice has been given to the Human Resources Administrator within five (5) days of the election or appointment. The Employer shall maintain benefits and other entitlements and invoice the national, provincial Union or the CLC or the affiliate for said cost.

##### **20.03 An Employee shall be granted a leave of absence with continuation of salary, benefits and other entitlements in the following circumstances:**

- a) attendant on and coincident with the death of a spouse, parent, child, or stepchild, brother or sister, ward, mother-in-law or father-in-law or step parent, a maximum of five (5) consecutive working days;
- b) attendant on and coincident with the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-brother, step-sister, grandparent, grandchild or a person in loco parentis, a maximum of three (3) consecutive working days;
- c) attendant on and coincident with the death of an aunt, uncle, niece, nephew, spouse's grandparents, or a close friend; a maximum of one (1) working day.

Where there is a spring burial of a member of an Employees family as outlined in 20.03 a), b), and c), the Employee shall be granted leave of absence with pay on the day of the burial.

- d) Illness in the family: for scheduled working days on which there is the serious illness of a spouse or child or parent or a combination thereof; up to a maximum of two (2) days.
- e) Jury duty: for scheduled working days on which the Employee is required to serve as a juror.
- f) Quarantine: for scheduled working days on which the Employee is subject to an order of quarantine as verified by the appropriate Medical Officer of Health.
- g) Witness: for scheduled working days on which the Employee is subject to a subpoena as a witness in court proceedings to which the Employee is not a party or an accused person and provided that the party who caused the subpoena to be issued confirms the days on which the Employee is to give testimony.
- h) Religious holiday: for scheduled working days that are attendant on and coincident with the observance by the Employee of his/her religion to a maximum of five (5) days in a year provided other reasonable accommodation is not available.
- i) Graduation: An Employee shall be entitled to one (1) paid day leave, per year, to attend the ceremony in graduation from a post secondary institute of the Employee, his/her spouse or child.

20.04 At the discretion of the Human Resources Administrator or designate, extension of leaves may be approved for an Employee on terms and conditions as indicated in the written response to the request. The Employer shall provide a copy of all correspondence to the Union prior to approval.

20.05 Family Medical Leave

An Employee shall be entitled to a Family Medical Leave as described in, and in accordance with the eligibility conditions set out in the Employment Standards Act.

20.06 Personal Leave Days

An Employee is entitled to two (2) personal leave days per school year for serious personal reasons. Except for unforeseen circumstances, the Employee shall inform the Supervisor at least twenty-four hours in advance.

20.07 Leave of absence from work of up to one (1) day with pay per calendar year shall be granted to allow an Employee to write an examination relevant to his/her employment or at a post-secondary level.

**ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE**

21.01 Pregnancy Leave

- a) An Employee who is employed by the Employer for at least thirteen (13) weeks preceding the due date shall be granted pregnancy leave in accordance with the Ontario Employment Standards Act, as amended from time to time. Such leave will terminate, if the Employee is entitled to parental leave, seventeen (17) weeks from commencement of leave, or, if the Employee is not entitled to parental leave, on the later of seventeen (17) weeks after the pregnancy leave began, or six (6) weeks after date of delivery, still-birth or miscarriage.
- b) An Employee may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Employer two (2) weeks written notice of her intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner stating that she is able to resume her work.

- c) An Employee who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The Employee giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified medical practitioner stating the expected birth date.
- 21.02** The equivalent to a pregnancy leave, as described in the Employment Standards Act, shall be granted to an Employee who adopts a child. It is understood that in cases of adoption, the Employee may cease duty immediately when the child becomes available. The Employee shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.
- 21.03** Parental Leave
- a) Subject to the provisions of the Employment Standards Act, an Employee who has been employed by the Board for at least thirteen (13) weeks, and is the parent of a child, is entitled to a parental leave of absence without pay, following the birth of a child or the coming into the Employee's custody, care and control for the first time.
  - b) Parental leave must normally begin when pregnancy leave ends, or within fifty two (52) weeks after the day the child is born or comes in to the custody, care and control of a parent for the first time.
  - c) The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
  - d) The Employee may reduce the period of thirty-five (35) weeks for leave provided the Employee gives the Employer at least four (4) weeks written notice of the day on which the leave is to end.
  - e) Notwithstanding, an Employee may request a lesser period of notice of return to duty.
- 21.04** When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to thirty-five (35) consecutive weeks; if pregnancy leave was taken by that Employee, and thirty-seven (37) weeks otherwise. Credit for experience toward salary increments and sick leave accumulation shall continue during such leaves.
- 21.05** If, during a pregnancy but prior to the commencement of a pregnancy leave, an Employee obtains a certificate declaring her unable to continue employment due to illness, the Employee may use sick leave credits, if available.
- 21.06** For the full period of any pregnancy or parental leave granted under this Article, the Board agrees to continue its contributions to the premiums for the benefit plans in which the Employee was enrolled at the commencement of the leave unless the Employee requests otherwise in writing.
- 21.07** At the discretion of the Employer, pregnancy and parental leave may be granted to an Employee who has been employed with the Board for less than thirteen (13) weeks.
- 21.08** Upon expiration of a leave granted under this Article, the Employee shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position at the same school, subject to Article 14 - Layoffs and Recall. The Employee shall endeavor to give the earliest possible notice of intent to return to duty, but must give written notice to the Supervisor at least four (4) weeks prior to returning to duty.

- 21.09 An Employee may request an extension of parental leave. Such extensions shall be subject to the approval of the Human Resources Administrator or designate. Such leave shall be considered to include any parental leave granted.
- 21.10 Subject to the layoff and just cause provisions of this Agreement, the Employer may not terminate or layoff an Employee entitled to pregnancy and/or parental leave.
- 21.11 Part-time Employees shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.
- 21.12 Nothing in this Article shall remove from an Employee any entitlement under the Employment Standards Act.
- 21.13 Parenting Leave  
 Provided that it is a scheduled working day for the Employee, an Employee shall be entitled to a paid parenting leave of three (3) days, inclusive of and consecutive to the date of birth of the child.
- Provided that it is a scheduled working day for the Employee, an Employee who adopts a child shall be entitled to a paid adoption leave of three (3) days, inclusive of and consecutive to the date that the child comes into his/her care and custody for the first time.
- 21.14 Sub Plan  
 The Employer shall establish a supplemental employment benefit plan pursuant to the Employment Insurance Act of Canada under which the regular weekly earnings are continued during the two week waiting period in which no employment insurance benefits are payable, during a pregnancy leave.

## **ARTICLE 22 - UNPAID LEAVES OF ABSENCE**

- 22.01 In addition to the various types of leaves described in this Article, at his/her discretion, the Human Resources Administrator or designate may grant other paid or unpaid leaves of absence.
- 22.02 Any leave granted under this Article shall be subject to the following provisions:
- a) The request shall indicate the dates the leave is to commence and end and shall be made in writing to the Supervisor with a copy to the President of the Bargaining Unit at least **sixty (60) working days** prior to the intended commencement date of the leave. In exceptional circumstances, this notification period may be waived;
  - b) The length of the leave shall not exceed two (2) consecutive years;
  - c) The Employee granted such a leave shall return to work in a position similar to that held at the commencement of the leave, and subject to the Layoff and Recall provisions of the Collective Agreement;
  - d) The leave shall be without salary, benefits or accumulated sick leave credits during the term of the leave but the Employee shall retain the right to participate in all benefits, subject to the terms of the respective policies. The Employer agrees to continue coverage of the Employee=s benefits at the Employee=s sole expense. The Employee will deliver post-dated cheques payable to the Employer dated the fifteenth (15th) day of each month for the following month=s premiums to cover the period of the leave of absence.

- 22.03 The Employer shall not unreasonably refuse a request for a leave. When a request has been refused, the Employee shall receive a written response from the Director of Education or designate, indicating the reasons for such refusal.
- 22.04 The Employer shall grant leave of absence without pay and without loss of seniority if the Employee requests it in writing and if the leave is for good reason provided such absence does not unreasonably interfere with the efficient operation of the Employer=s business.

**ARTICLE 23 –WAGE GRID IMPLEMENTATION**

23.01 Schedules A, B & C (found in Appendix A) are comprised of 12 Levels and 5 incremental steps.

23.02 A Gender Neutral Comparison System (Job Evaluation Plan) approved by CUPE and the Employer through the Pay Equity Process resulted in the assigning of 12 levels as follows:

Level 1 –	point range	100-124
Level 2 -	point range	125-149
Level 3 –	point range	150-174
Level 4 –	point range	175-199
Level 5 –	point range	200-224
Level 6 -	point range	225 –249
Level 7-	point range	250-274
Level 8 -	point range	275-299
Level 9 -	point range	300-324
Level 10 –	point range	325- 349
Level 11 -	point range	350 –374
Level 12 –	point range	375 –399

23.03 Each classification in the bargaining unit has been rated through the Joint Job Evaluation Committee.

23.04 Each classification within a Level has been deemed to be doing work of comparable value.

23.05 Incremental steps are as follows:  
 Minimum Step 1  
 Increment Step 2,  
 Increment Step 3,  
 Increment Step 4,  
 Maximum Step 5

23.06 Implementation of the Wage Grid

The Employer shall pay its employees the hourly rate in accordance with this article and Schedules A, B, and C found in Appendix A

SCHEDULE “A” wage grid shall be effective on September 1, 2005 to August 31, 2006

All employees, who were employees as at September 1, 2005, will be placed on the wage grid as follows:

- 1- An employee whose hourly rate as at August 31, 2005 is below the minimum rate for his/her classification shall be placed at the Minimum rate step for his/her classification and Level.
- 2- An employee whose hourly rate as at August 31, 2005 is within the steps for his/her classification shall be placed at the next higher step in the range. In the event that this does not provide him/her with a minimum of 2% increase from the August 31, 2005 hourly rate, the employee will receive a one time compensation equal to the difference between 2% and the step increase percentage.

- 3- An employee whose hourly rate as at August 31, 2005 is higher than the maximum rate for his/her classification shall be "red circled". Where this occurs, the employee affected shall receive a one time compensation equivalent to 2% of his/her current annual salary. This payment shall be made prior to October 15, 2006.
- 4- On an employee's anniversary date of entry into the position, he/she is entitled to progress to the next step within his/her classification on the wage grid until the maximum rate is achieved.

SCHEDULE "B" wage grid shall be effective September 1, 2006 to August 31, 2007

- 1- Effective September 1, 2006, the wage grid of September 1, 2005, shall be increased by 2.5%.
- 2- An Employee shall be placed at the same level and step that he/she was on the Schedule "A" wage grid and progress through the steps in his/her classification on the new wage grid found in Schedule "B" in effect for September 1, 2006.
- 3- An employee whose hourly rate is higher than the maximum rate for his/her classification shall be "red circled". Where this occurs, the employee affected shall receive a one time compensation equivalent to 2.5% of his/her current salary. This payment shall be paid prior to October 15, 2006.

In addition, in the event that the grid catches up with the "red circled rate, the employee will be placed in the wage grid at the next higher step in the range on their anniversary date of entry into the position.

- 4- On an employee's anniversary date of entry into the position, he/she is entitled to progress to the next step within his/her classification on the wage grid until the maximum rate is achieved.

SCHEDULE "C" wage grid shall be effective September 1, 2007 to August 31, 2008.

- 1- Effective September 1, 2007, the wage grid of September 1, 2006, shall be increased by 3%.
- 2- An Employee shall be placed at the same level and step he/she was on the Schedule "B" wage grid and progress through the steps in his/her classification on the new wage grid found in Schedule "C" in effect for September 1, 2007.
- 3- An employee whose hourly rate is higher than the maximum rate for his/her classification shall be "red circled. Where this occurs, the employee affected shall receive a one time compensation equivalent to 3% of his/ her current salary. This payment shall be paid on the first pay date following September 1, 2007.

In addition, in the event that the grid catches up with the "red circled rate, the employee will be placed in the grid at the next higher step in the range on his/her anniversary date of entry into the position.

- 4- On an employee's anniversary date of entry into the position, he/she is entitled to progress to the next step within his/her classification on the wage grid until the maximum rate is achieved.

- 23.07 Employees who are employed on a twelve month per year basis, shall be paid the wages in twenty-six (26) bi-weekly instalments. Employees who are employed on the basis of less than twelve months per year shall be paid the wages in bi-weekly instalments during the period for which they are employed. Wages, subject to statutory or other authorized deductions, shall be paid by direct deposit to a financial institution which participates in the National Electronic Funds Transfer System as determined by the employee.

- 23.08** **An** employee who is directed to relieve in a higher classified position shall receive the hourly rate of pay for that classification, at the step next higher than the current hourly rate of the employee commencing on the first day in such relief assignment.
- 23.09** **An** employee in a custodial job classification shall receive a shift premium of fifty (50) cents per hour for all hours worked on any regularly scheduled shift in which **fifty (50%)** percent or more of the hours are worked between 5:00 pm and 8:00 am.
- 23.10** a) Where a temporary employee is hired into a permanent position, the employee will be placed on the wage grid at the appropriate step based on continuous service in the position. He/she will then continue the progression through the steps until the maximum rate is achieved.
- b) A temporary employee shall receive vacation pay calculated at **4%** of the job rate and an allowance in lieu of benefits calculated at **2%** of the job rate and shall pay appropriate Union dues.
- 23.11** A casual employee shall be paid the Minimum rate for the classification for which he/she is employed. A casual employee shall receive vacation pay calculated at **4%** of the job rate.
- 23.12** A new employee shall be paid at the Minimum rate for the classification he/she is working in and progress on the steps of the grid at his/her anniversary of his/her date of hire.
- 23.13** **No** employee shall be paid outside the grid.
- 23.14** Summer students shall be paid at \$9.00 per hour plus **4%** vacation pay, and shall be subject to deduction of appropriate Union dues.
- 23.15** Tutors shall be paid at **\$10** per hour and **4%** vacation pay and shall be subject to deduction of appropriate Union dues.
- 23.16** Change in Classification  
Where an employee is the successful applicant for a position for which the Level is paid less than what the employee is currently being paid, the employee shall be paid at the same step in the new level.
- 23.17** Where an employee is the successful applicant for a position for which the Level is paid more than the employee's current level, the employee shall be moved to the same step in the new level. The employee shall then be entitled to progress through the steps on his/her anniversary date of entry into the classification.

#### **ARTICLE 24- JOB CLASSIFICATION AND RECLASSIFICATION**

- 24.01** Should a new position within the scope of the bargaining unit be established by the Employer during the term of this Agreement, the Union shall be notified and shall receive a copy of the proposed job description. The parties shall meet within thirty **(30)** working days in order to evaluate the position under the Job Evaluation Plan and to confirm the subsequent rate of pay as established by the wage grid applicable to the position. If the rate has not been agreed upon by the time the position is in place, the rate established by the Employer shall apply. In the event of an increase from the established level, the appropriate grid rate shall be applicable retroactively to the starting date of the new position.
- 24.02** Elimination of Present Classification  
Prior to the elimination of a classification, the Union shall be given thirty **(30)** calendar days notice before the change is made.



## **ARTICLE 25 - BENEFITS**

**25.01** The Employer shall make contributions as follows to the plans below for properly enrolled, eligible, actively employed personnel.

Employer contributions for Employees shall be as follows:

- a) One hundred percent (**100%**) of the premium for the Sun Life Insurance Extended Health Plan or equivalent coverage is to be paid by the Employer.  
Paramedical services: **\$400** per benefit year for licensed massage therapists, speech therapists, psychologists, acupuncturists, naturopaths, (registered with the Association of Drugless Therapy), osteopaths, chiropractors, podiatrists, or chiropractists.  
Licensed Physiotherapists: **\$750** per benefit year  
Hearing Aids: **\$300** maximum per covered person per **24** month period.

- b) One hundred percent (**100%**) of the premium for the Sun Life Insurance Vision Care Plan or equivalent coverage is to be paid by the Employer.

The Vision Care Plan coverage will provide for up to two hundred and seventy –five dollars (**\$275.00**) for each Employee and dependent each twenty-four (**24**) month period.

- c) One hundred percent (**100%**) of the premium for the Sun Life Insurance Dental Plan or equivalent coverage is to be paid by the Employer.  
Orthodontic procedures: **\$3000** lifetime maximum with **50%** cost sharing.

The dental plan shall be based on the O.D.A. schedule of fees as of September 1 each year.

- d) One hundred percent (**100%**) of the premium for the Sun Life Insurance Basic Group Life Insurance to two (**2**) times the Employee=s annual salary to the next highest, nearest thousand dollars is to be paid by the Employer.

**25.02** An Employee may opt for additional optional Employee and spousal life insurance coverage in units of twenty thousand dollars (**\$20,000**) up to a maximum of three hundred thousand dollars (**\$300,000**). The Employee shall be totally responsible for the premium costs of optional life insurance which shall be paid through payroll deductions.

**25.03** Sun Life Insurance Long Term Disability Plan or equivalent coverage shall be required for all Employees regularly scheduled to work fifty percent (**50%**) or more of the normal hours of work for such assignment. One hundred percent (**100%**) of the premium shall be paid by the Employee through payroll deductions, with the Employer remitting the premium.

**25.04** The Employer agrees to remit the required contributions for properly enrolled Employee's in the Ontario Municipal Employees Retirement System (O.M.E.R.S.).

**25.05** The Employer agrees to maintain its coverage to the benefit plans for all members of the bargaining unit during the months of July and August, provided that the Employee's who are not employed during July and August shall remit to the Employer their respective share of the premium contributions for such plans on or before June **30** in each year.

**25.06** The Employee=s share of the Employment Insurance Rebate available to the Employer shall be used to offset the premium costs of the benefit programs provided by the Employer.

## **ARTICLE 26 - RETIREMENT GRATUITY**

- 26.01 a) Employees employed in the former Lanark Division of the Board as of August 31, 1999 shall retain the retirement gratuity provisions as set out in the Collective Agreement in effect on that date.
- b) Employees employed in the former Leeds & Grenville Division of the Board as of August 31, 1999 shall retain the retirement gratuity provisions as set out in the Collective Agreement in effect on that date.
- c) Employees employed in the former Prescott-Russell Division of the Board as of August 31, 1999 shall retain the severance allowance or retirement gratuity provisions as set out in the Collective Agreement in effect on that date.
- d) Employees employed in the former Stormont, Dundas & Glengarry Division of the Board as of August 31, 1999 shall retain the retirement gratuity provisions as set out in the Collective Agreement in effect on that date.

Retirement Gratuity provisions for the former Lanark, Leeds & Grenville, Prescott-Russell and Stormont, Dundas & Glengarry Divisions of the Board are located in Appendix G of this Collective Agreement.

26.02 **An** Employee who commences his/her employment with the Employer on or after September 1, 1999 and remains in the continuous service of the Employer until his/her retirement on immediate pension pursuant to the Ontario Municipal Employees Retirement System Plan in effect at his/her retirement date shall be entitled to receive a retiring allowance established in accordance with the following:

- a) as of the 1<sup>st</sup> day of September following the completion of two (2) years of service by the Employee and on each succeeding 1<sup>st</sup> day of September for a further four (4) years, the Employer shall allocate an amount of five hundred (\$500.00) dollars per eligible Employee (maximum \$2500.00 for an Employee);
- b) on retirement as provided above, the Employer's allocation and accrued interest annually thereon referable to that Employee shall be paid out to him/her.

The provisions of this Article are not available to any Employee who:

- a) is eligible for a retirement gratuity in accordance with Article 27.01 hereof;
- b) who resigns from employment prior to retirement on pension;
- c) who is discharged for just cause.

The provisions of this Article shall also be available to permanent Employees who on August 31, 1999, did not have a retirement gratuity available to them under Article 26.01. For the purposes of this Article only, allocation will commence for such Employees as of September 1, 1999.

- 26.03 All Instructors (LBS) who were in the employ of the Upper Canada District School Board up to and including August 31, 2003 and continuously thereafter shall be eligible for a retiring allowance under Article 26.02 with the allocation commencing September 1, 2003.
- 26.04 In the event of the death of an eligible Employee prior to retirement, any gratuity or allocation, calculated as if the Employee had retired on the date of his/her death, shall be paid to his/her estate.

## **ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY**

**27.01** The Parties agree that Employees, Supervisors and Employer's have rights and obligations with respect to protecting the health and safety of workers; under The Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.

### **27.02** Safety Shoes

The Employer and the Union recognize the improvements to workplace safety provided by CSA approved safety footwear for Plant Employees. The use of such footwear is a condition of employment. Safety footwear provided by the Employer is to be used only for the work of the Employer. The Employer will contribute the sum of one hundred (**\$100.00**) dollars to each Employee, provided the cost of safety footwear exceeds one hundred (**\$100.00**) dollars. Subject to the Supervisor's approval, replacements will be provided on an as-needed basis.

### **27.03** Uniforms for Plant Employees

The Employer and the Union recognize that the provision of uniforms contributes to the efficient operation of the schools. It is recognized by both parties that:

- a) Uniforms are for use only while at work;
- b) Identification of the Employer (logo) shall be on all shirts;
- c) Recognizing that Employees who first begin employment with the Upper Canada School Board may not have yet had a chance to receive their uniforms in the annual fall shipment, the Employer agrees to keep a supply of shirts available for new Employees;
- d) Employees who have not yet received a supply of uniforms (new Employees with the Board), shall receive four (**4**) new uniforms upon the first shipment of uniforms occurring after which the Employee began;
- e) After the original allotment of four (**4**) uniforms, Employees will receive three (**3**) uniforms annually thereafter, at the beginning of the school year;
- f) A Joint Committee comprised of an equal number of appointed Union Representatives and Employer Representatives to review on a yearly basis the allocation of uniforms. It is understood that this Committee will review the quality of uniforms, comfort, colour through normal purchasing procedures.

**27.04** An Employee or group of Employees who believe they are being required to work under conditions which are unsafe or unhealthy shall have the right to file a grievance at Step 2 of the Grievance Procedure.

## **ARTICLE 28 - JOB SECURITY**

**28.01** During the life of this Agreement, the Employer agrees not to contract out any work which would directly or indirectly result in the lay-off of Employees employed in the Bargaining Unit as at 1998 08 31.

**28.02** During the life of this Agreement, the Employer agrees not to participate in the Ontario Works@ or similar programs if that participation will result in the lay-off of Employee's employed by the Employer.

**28.03** Volunteers, such as students, co-op students, parents and others, may be used to enhance the services provided by the Employer but they shall not be used to replace or reduce the hours of work or overtime of a Bargaining Unit Employee.

## **ARTICLE 29 - GENERAL CONDITIONS**

**29.01** The Employer shall provide space to accommodate an Employee to have his/her meals and keep his/her personal belongings. The Employer shall provide the Union with accommodation in premises owned by the Employer for Union meetings at no cost to the Union, subject to prior written notice and availability of space.

**29.02** Bulletin Boards

The Employer shall provide a bulletin board in each work location. The bulletin boards shall be used to post seniority lists and other items of interest to the Employees as distributed by the Employer. The Union shall be permitted the right to use the bulletin boards to post notices of interest to the Union members.

**29.03** Inclement Weather

When, in the opinion of the Supervisor, it is considered hazardous for an Employee to travel to or from the work location, then the Employee shall be excused so long as the hazard continues to exist. If, in the opinion of the Employee, it is considered hazardous to travel, and the Supervisor and the Employee disagree, then the Employee shall be deducted one (1) day credit from the Employee's accumulated sickleave credits for each day absent from duty.

**29.04** Medical Care

A school office administrator or office assistant will not be compelled to give medical care to students.

**29.05** Technological Change

Prior to implementing any technological change which may substantially affect the working conditions of members of the bargaining unit, the Employer shall provide the Union with thirty (30) calendar days of notice. During the notice period, the Employer and the Union shall meet to discuss the effects of such changes on the Employee's with a view to minimizing any adverse effects. e.g. training opportunities.

**29.06** Professional Development

The Employer shall provide up to two (2) professional development days per year for professional development activities for all employees coming within the scope of this collective agreement. The Employer may elect to offer additional days. The professional activities shall normally occur on days when other District wide professional activities occur. However Employees may be asked to attend professional development opportunities on days other than the scheduled professional development days. Time spent at professional development activities shall be considered time at work.

A Joint Professional Development Committee comprised of 3 representatives of each of the Union and the Employer shall meet to design and organize the professional development opportunities.

**29.07** Course Costs

The Employer shall reimburse the cost of related courses, as requested in writing by the Employer, for an Employee to obtain better qualifications for the position for which the Employee currently holds.

**29.08** Reimbursement of Expenses

An Employee shall be reimbursed for pre-authorized out-of-pocket expenses upon presentation of appropriate receipts and documents as verified by the immediate Supervisor.

The Employer shall reimburse an Employee for all reasonable expenses connected with any conferences, conventions, workshops, professional development or courses attended by the Employee at the request of the Employer.

- a) An Employee who is required to travel by the Employer between schools or other places of employment, shall be paid for such travel in accordance with Employer policy and procedures.
- b) In respect of other travel authorized by the Employer, an Employee shall receive kilometrage in accordance with Employer policy and procedure.

**29.09** Job Performance

An Employee whose job performance is considered unsatisfactory shall be notified in writing of the particulars of the complaint, Such Employee shall be provided with a reasonable period of time, not less than thirty (30) working days, to improve his/her performance to a satisfactory standard. The Employee=s Supervisor shall indicate such assistance as may be required to help the Employee return to a satisfactory level of performance.

**29.10** Criminal Reference Checks

- a) The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to regulation 521/01 of the Education Act or any other subsequent regulation or law dealing with the same matter are stored in a secure location and in a confidential manner. Access to such records and information shall be limited to the designated Board employees, who are not members of the Union.
- b) The Board shall not release any information about an Employee obtained pursuant to the Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

**ARTICLE 30 - TERM OF AGREEMENT**

**30.01** This Agreement shall be in effect from and including September 1, 2005 to and including August 31, 2008 and shall continue in force and effect from year to year thereafter unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date, as to its desire to negotiate with a view to renewal with or without modification, of this Agreement.

In the event of notice being given, negotiations with a view to arranging a new or revised Agreement shall begin within thirty (30) working days.

**30.02** Any change deemed necessary in this Agreement may be made by mutual Agreement between the Union and the Employer at any time during the existence of this Agreement.

**ARTICLE 31 • STRIKES AND LOCKOUTS**

- 31.01 The Union agrees that it shall not cause, direct or consent to any strike, picketing or other collective action on the part of the Employees represented by the Union during the term of this Agreement.
- 31.02 The Board agrees that it shall not cause or direct any lockout of its Employees during the term of this Agreement.
- 31.03 The Employer expects that all Employees in the bargaining unit will honour their contract at all times, However, the Employer does not expect an Employee to **risk** physical harm in the case of a conflict involving other parties.
- 31.04 **An** Employee who chooses to respect a lawful picket of another Union on any of the employer's premises shall not be entitled to be paid for failure to attend at work.

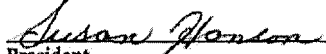
**APPENDICES**

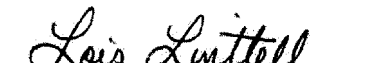
Attached to the Collective Agreement are the following Appendices:

- Appendix A – List of Job Classifications by Level and Wage Grids A, B, C
- Appendix B - Letter of Understanding Sick Leave
- Appendix C - Letter of Understanding Job Security
- Appendix D - Letter of Understanding Pay Equity
- Appendix E - Letter of Understanding Performance Management System
- Appendix F List of Schools by Region (per Article 15.04)
- Appendix G - Retirement Gratuity articles from predecessor Boards • Lanark, Leeds/Grenville, Prescott/Russell, Stormont/Dundas and Glengarry


Signed at Brockville, Ontario, this \_\_\_\_\_ day of November, 2006.


**For the Union:**


  
President


  
Vice-President

  
Vice-President

  
Vice-President

  
Vice-President

  
Recording Secretary



**For the Board:**

  
Chair

  
Director of Education

**APPENDIX A**

**List Job Classifications  
By Level**

<b>Level (indicating points)</b>	<b>Classification included in Level September 1, 2005</b>	<b>Classification included in Level September 1, 2008</b>
1 (100 - 124)	Laminating Assistant	Laminating Assistant
2 (125 - 149)	Area Resource Assistant	Area Resource Assistant
3 (150 -174)	Duplicating Operator Receptionist	Duplicating Operator Receptionist
4 (175 -199)	Services Assistant	Services Assistant
5 (200 - 224)	Area Resource Administrator Custodian Instructor Library Technician Pension Assistant	Area Resource Administrator Custodian Instructor Library Technician Pension Assistant
6 (225 - 249)	Accounting Assistant 2 Classroom Assistant Courier Finance Assistant Instructional Assistant Maintenance 2 Payroll Assistant Purchasing Assistant Systems Operator	Accounting Assistant 2 Classroom Assistant Courier Instructional Assistant Maintenance 2 Payroll Assistant Systems Operator Purchasing Assistant
7 (250 - 274)	Accounting Assistant 1 Administrative Support Assistant Elementary Office Assistant Secondary Office Assistant Speech-Language Assistant Technical Writer Technical Trainer	Administrative Support Assistant Elementary Office Assistant Secondary Office Assistant Financial Assistant Technical Writer Technical Trainer
8 (275 - 299)	Building Systems Specialist 2 Educational Assistant Head Custodian 3 Reports Auditor Social Skills Worker Technologist Training Co-ordinator Transportation Route Planner Web Administrator	Accounting Assistant 1 Building Systems Specialist 2 Educational Assistant Head Custodian 3 Reports Auditor - Transportation Social Skills Worker Technologist Transportation Route Planner Web Administrator Financial Administrator/Analyst - Plant
9 (300 - 324)	Building Systems Specialist 1 Drawing and Database Project Co-ordinator Elementary Office Administrator GIS Administrator Head Custodian 4 Secondary Office Administrator Software Analyst	Building Systems Specialist 1 Building Information Co-ordinator Elementary Office Administrator GIS Administrator Head Custodian 4 Secondary Office Administrator Software Analyst Speech-Language Assistant Support Specialist- ITS
10 (325 - 349)	Head Custodian 2 Maintenance 1 Senior Technologist Service Desk Team Leader	Head Custodian 2 Maintenance 1 Senior Technologist Service Desk Team Leader
11 (350 - 374)	Maintenance Team Leader	Maintenance Team Leader
12 (375 - 399)	Head Custodian 1	Head Custodian 1

**GRIDA**

Effective September 1, 2005  
(2005/2006)

	Minimum Step 1	Incr Step 2	Incr Step 3	Incr Step 4	Maximum Step 5
Level 1	\$13.58	\$13.95	\$14.32	\$14.70	\$15.07
Level 2	\$14.08	\$14.47	\$14.86	\$15.24	\$15.63
Level 3	\$14.58	\$14.98	\$15.38	\$15.78	\$16.18
Level 4	\$15.08	\$15.50	\$15.91	\$16.33	\$16.74
Level 5	\$15.59	\$16.01	\$16.44	\$16.87	\$17.30
Level 6	\$16.09	\$16.53	\$16.98	\$17.42	\$17.86
Level 7	\$16.59	\$17.04	\$17.50	\$17.95	\$18.41
Level 8	\$17.09	\$17.56	\$18.03	\$18.50	\$18.97
Level 9	\$17.59	\$18.08	\$18.56	\$19.05	\$19.53
Level 10	\$18.10	\$18.60	\$19.09	\$19.59	\$20.09
Level 11	\$18.59	\$19.11	\$19.62	\$20.13	\$20.64
Level 12	\$19.10	\$19.62	\$20.15	\$20.67	\$21.20

**GRID B**

Effective September 1, 2006  
2.50% (2006/2007)

	Minimum Step 1	Incr Step 2	Incr Step 3	Incr Step 4	Maximum Step 5
Level 1	\$13.92	\$14.30	\$14.68	\$15.07	\$15.45
Level 2	\$14.44	\$14.84	\$15.24	\$15.63	\$16.03
Level 3	\$14.95	\$15.36	\$15.77	\$16.18	\$16.59
Level 4	\$15.46	\$15.89	\$16.31	\$16.74	\$17.16
Level 5	\$15.98	\$16.42	\$16.86	\$17.30	\$17.74
Level 6	\$16.50	\$16.95	\$17.41	\$17.86	\$18.31
Level 7	\$17.01	\$17.47	\$17.94	\$18.40	\$18.88
Level 8	\$17.52	\$18.00	\$18.49	\$18.97	\$19.45
Level 9	\$18.03	\$18.54	\$19.03	\$19.53	\$20.02
Level 10	\$18.56	\$19.07	\$19.57	\$20.08	\$20.60
Level 11	\$19.06	\$19.59	\$20.12	\$20.64	\$21.16
Level 12	\$19.58	\$20.12	\$20.66	\$21.19	\$21.73



**GRID C**

**3.00%**      **Effective September 1, 2007**  
**(2007/2008)**

	Minimum Step 1	Incr Step 2	Incr Step3	Incr Step4	Maximum Step 5
Level 1	\$14.34	\$14.73	\$15.13	\$15.53	\$15.92
Level 2	\$14.88	\$15.29	\$15.70	\$16.10	\$16.52
Level 3	\$15.40	\$15.83	\$16.25	\$16.67	\$17.09
Level 4	\$15.93	\$16.37	\$16.80	\$17.25	\$17.68
Level 5	\$16.46	\$16.92	\$17.37	\$17.82	\$18.28
Level 6	\$17.00	\$17.46	\$17.94	\$18.40	\$18.86
Level 7	\$17.53	\$18.00	\$18.48	\$18.96	\$19.45
Level 8	\$18.05	\$18.54	\$19.05	\$19.54	\$20.04
Level 9	\$18.58	\$19.10	\$19.61	\$20.12	\$20.63
Level 10	\$19.12	\$19.65	\$20.16	\$20.69	\$21.22
Level 11	\$19.64	\$20.18	\$20.73	\$21.26	\$21.80
Level 12	\$20.17	\$20.73	\$21.28	\$21.83	\$22.39

**LETTER OF UNDERSTANDING  
Between  
The Upper Canada District School Board  
And  
CUPE Local 5678**

**RE: Sick Leave Article 19.04 b)**

Notwithstanding Article 19.04 b), the following Employees who had accumulated in excess of 280 days of sick leave credit pursuant to the Agreement in effect between CUPE Local 1266 and the former Prescott-Russell County Board of Education shall retain the days to their credit as of December 31<sup>st</sup>, 1998.

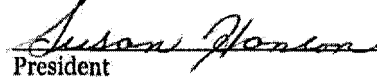
Lorraine Gagnon	414.21
Lois Lintell	326.40
Gaston Deschamp	340.85

Days of absence as a result of illness for each of the above Employees, as applicable, shall be applied to reduce the above credits once the yearly maximum has been exhausted as in 19.04.



Upper Canada District School Board

**For the Union:**



President

CUPE Local 5678



Director of Education

**LETTER OF UNDERSTANDING**  
**Between**  
**The Upper Canada District School Board**  
**And**  
**CUPE Local 5678**

**Re: – Job Security**

During the term of this Collective Agreement, no Employee who was in the active continuous employ of the Employer as of January 1, 1998 (excluding Instructors LBS) shall be laid off.



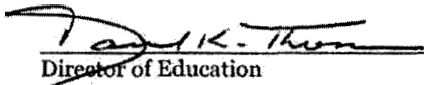
Upper Canada District School Board

**For the Union:**



President

CUPE Local 5678



Director of Education

**LETTER OF UNDERSTANDING**  
**Between**  
**The Upper Canada District School Board**  
**And**  
**CUPE Local 5678**

**Re: Pay Equity**

The parties agree to ensure compliance with the Pay Equity Act and conduct a Pay Equity Maintenance review.

The joint committee shall meet prior to December 31, 2006 and have equal representation to a maximum of six members jointly.

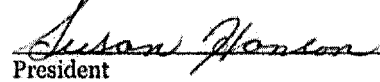
An annual review will be conducted to ensure maintenance is sustained and compliance is met. The committee will report their findings to the CUPE Executive and the Board Administration within 30 days of finalizing the report.



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Upper Canada District School Board

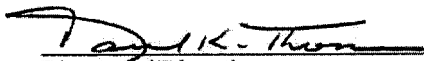
**For the Union:**



President

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CUPE Local 5678



Director of Education

**LETTER OF UNDERSTANDING**  
**Between**  
**The Upper Canada District School Board**  
**And**  
**CUPE Local 5678**

**Re: Performance Management System**

The parties agree to establish a joint committee to review or create the framework for a Performance Management System and to jointly develop a system for performance evaluation and administration for each group within the bargaining unit.

The joint committee will act as a steering committee and shall have no more than three representatives each. Sub committees for each respective group may be established to assist with the review and creation of the tool and process for the performance evaluation and administration of the system.

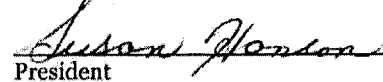
The joint committee shall meet prior to December 31, 2006. In the event that the full framework is not finalized; all agreed upon performance appraisal systems for the sub-groups may be pilot tested and implemented.



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Upper Canada District School Board

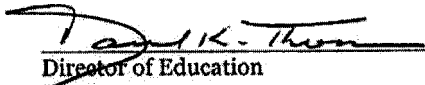
**For the Union:**



President

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CUPE Local 5678



Director of Education

## List of Schools by Regions

CAPITAL	GATEWAY	RIDEAU	ST. LAWRENCE
<b>Elementary</b>	<b>Elementary</b>	<b>Elementary</b>	<b>Elementary</b>
Arkian	Central (Cornwall)	Chimo	Algonquin
Beckwith	Eamer's Corners	D J Schoular	Benson
Caldwell	East Front	Drummond	Boundary
Cambridge	General Vanier 7&8	Glen Tay	Centennial 67/N Ed.
Carambeck	Gladstone	Linklater	Central (Prescott)
Chesterville	Kinsmen/Vincent Massey	Lombardy	Commonwealth
Elma	Laggan	Maple Grove	Dixon's Corners
Kemptville	Longue Sault	Meadowview PS	Front of Yonge
Maple Ridge	Martintown	Montague	Inkerman
Merrickville	Maxville	North Elmsley	Iroquois
Morewood	North Stormont	Pineview	Lyn
Naismith	Pleasant Corners	Queen Elizabeth	Maitland
Oxford-on-Rideau	Rothwell-Osnabruck	Rideau Centennial	Maynard
Pakenham	Roxmore	Rideau Vista	Morrisburg
Plantagenet	S J McLeod	South Crosby	Nationview
R Tait McKenzie	St Lawrence 7&8	Sweets Corners	Prince of Wales
Rockland PS	Viscount Alexander	The Stewart	South Edwardsburg
Russell IS (7&8)	Williamstown	Thousand Islands ES	Toniata
Russell PS		Wolford	Vanier
South Branch			Westminster
Winchester			
<b>Secondary</b>	<b>Secondary</b>	<b>Secondary</b>	<b>Secondary</b>
Almonte DHS	CCVS	Athens DHS	Brockville CI
Carleton Place HS	Char-Lan DHS	Gananoque SS	Seaway DHS
North Dundas DHS	General Vanier IS	Perth and District CI	South Grenville DHS
North Grenville DHS	Glengarry DHS	Rideau DHS	Thousands Islands SS
Rockland DHS	Rothwell-Osnabruck		
Russell HS	St. Lawrence IS		
	Tagwi SS		
	Vankleek Hill CI		

**APPENDIX G**

**RETIREMENT GRATUITY ARTICLES FROM PREDECESSOR BOARDS**

**1. Lanark County Board of Education, Custodial, OSSTF District 42**

Article 16.00 Retirement Gratuity - Custodial

**16.01** An Employee on staff on August 31, 1977 and continuously thereafter who ceases to be employed on account of age or ill health and is not dismissed for cause, and who satisfies the Employer that the Employee will receive a pension commencing within one (1) year following cessation of employment with the employer, shall receive as a retirement gratuity an amount calculated as follows:

Accumulated Sick Leave Credit (Maximum 280 days)	X	Number of Years Continuous Service (Maximum 20)	X	Last Annual Salary Rate
<b>280</b>		<b>20</b>		<b>2</b>

The gratuity may be paid in a lump sum or in not more than three (3) installments, at a time or time mutually agreeable. In the event of the death of an eligible employee subsequent to retirement, the appropriate gratuity shall be paid to the estate.

**16.02** An Employee to whom Article 16.01 does not apply, who ceases to be employed because of age or ill health and is not dismissed for cause, and who satisfies the Employer that the Employee will receive a pension commencing within one (1) year following cessation of employment with the Employer, shall receive as a retirement gratuity an amount calculated according to the formula in Article 16.01, except that such retirement gratuity shall not exceed the sum of five thousand dollars (\$5,000.00).

**16.03** In the event of the death of an eligible Employee prior to retirement, any gratuity, calculated as if the Employee had retired on the date of the death, shall be paid to the estate.

**Lanark County Board of Education and CUPE Local 1935 Secretarial, Educational Assistants and Technical**

Article 29.00 Retirement Gratuity – Secretarial, Educational Assistants

**29.01** An employee on staff on September 30, 1977, and continuously thereafter, who ceases to be employed on account of age or ill health and is not dismissed for cause, shall receive as a retirement gratuity an amount calculated as follows:

Accumulated Sick Leave Credit (Maximum 250 days)	X	Number of Years Continuous Service (Maximum 20)	X	Last Annual Salary Rate
<b>250</b>		<b>20</b>		<b>2</b>

The gratuity may be paid in a lump sum or in not more than three (3) installments, at a time or times mutually agreeable. In the event of the death of an eligible employee subsequent to retirement, the appropriate gratuity shall be paid to his estate.

- 29.02 **An** employee to who Article 29.01 does not apply, who ceases to be employed because of age or ill health and is not dismissed for just cause, and who satisfies the Board that he/she will receive a pension commencing within one (1) year following cessation of employment with the Board, shall receive as a retirement gratuity an amount calculated in accordance with the formula in Article 29.01 except that such retirement gratuity shall not exceed the sum of five thousand dollars (\$5,000.00).
- 29.03 In the event of the death of an eligible employee prior to retirement, any gratuity, calculated as if the employee had retired on the date of the death, shall be paid to the estate.

**2. Leeds and Grenville County Board of Education,  
Central Office Association**

- 20.04 (a) Except as herein specifically provided, the accumulation of sick leave credits for use as a potential retirement gratuity is eliminated as of January 1, 1995.
- (b) Employees in the bargaining unit as of January 1, 1995 and who either:
- (i) are within ten (10) years of eligibility for receipt of a pension pursuant to the OMERS plan, or,
  - (ii) have, as of January 1, 1995 ten (10) years of credited, active, continuous service with the Board, shall on written notice to the Board, be entitled to retain access to a retirement gratuity equal to one-half the number of days credited to the employee's sick leave account, to a maximum of 125 days which shall not exceed a maximum of one-half year of salary at the date of retirement. Such notice shall be forwarded to the attention of the Superintendent of Business within ten (10) days of ratification of the renewal agreement. In the event that such notice is not provided as indicated, any such employee shall be entitled to the appropriate payment and terms as described in the Letter of Understanding attached to this agreement as Schedule "C".
  - (c) For the benefit of those employees who satisfy either criterion of (b) hereof and who elect to retain access to retirement gratuity, both parties agree that such access shall not be altered, amended or removed unless approved by a separate majority vote of the employees so entitled.

19.06 **Leeds and Grenville County Board of Education CUPE Local 1258  
/This provision applies only to Office, Clerical, Technical and Teacher Assistants)**

- (a) An employee who retires on immediate pension, subject to a minimum of ten (10) years of credited, active, continuous services as set out in Article 19.01, shall be entitled to a retirement gratuity equal to one-half the number of days standing to the employee's credit to a maximum of 125 days which maximum shall not exceed a maximum of one-half year's salary at the time of retirement, in accordance with Section 158(1) of the Education Act, R.S.O. 1980, chapter 129, as amended from time to time.
- (b) In the event of the death of an eligible employee as described in (a) prior to retirement, any gratuity calculated as if the employee had retired on the date of his/her death shall be paid his/her beneficiary as named in the employees group life insurance policy with the employer or and alternative beneficiary named in writing by the employee and in the event of no such beneficiary being named, to the estate of the deceased employee.



**19.07 Leeds and Grenville County Board of Education CUPE 1258  
Custodial and Maintenance Services employees**

An employee, who retires pursuant to the provisions of the Ontario Municipal employees' Retirement Plan in effect at the time of retirement shall be paid a gratuity for the accumulated sick leave credited to the employee's account at the rate of fifty percent (50%) of regular annual earnings at retirement to a maximum of two hundred (200) days based on the formula:

No. of sick leave credits not to exceed 200 days	x	50% regular annual earnings at retirement
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An employee who commences his/her employment with the Board on or after March 1, 1975 must have a minimum of ten (10) years of continuous, active service with this Board or predecessor Boards to qualify for the provisions of this Article.

An employee who is hired and begins work on or after March 1, 1985 shall not accumulate sick leave credits for retirement gratuity purposes.

In the event of the death of an eligible employee prior to a retirement, any gratuity calculated as if the employee had retired on the date of his/her death shall be paid to his/her beneficiary as named in the employee's term insurance policy with the Board or an alternative beneficiary named in writing by the employee and, in the event of no beneficiary being named, to the estate of the deceased employee.

Both parties agree that this Article shall not be removed or amended unless approved by a majority of the affected employees hired before March 1, 1985 and by a majority of the affected employees hired after March 1, 1985. If it is not approved by both groups individually, then the Articles cannot be deleted or changed.

**3. Prescott-Russell County Board of Education CUPE 1266  
Office, clerical, technical, custodial**

**20.02** An employee hired after August 31, 1987, shall be entitled to an accrual of all unused portion of sick leave to a maximum of 240 days.

**20.07 Severance Allowance (for employees hired by the Board on or before August 31, 1987)**

On severance after one year of service, an employee having sick leave to his (her) credit shall receive a salary grant in lieu thereof, equal to a maximum of one half year of regular pay. In the event of death, all accrued sick leave to a maximum of one half year of regular pay shall be paid as a cash settlement to his (her) estate or beneficiary. Regular pay means the rate of pay in effect before severance occurs.

On retirement an employee having sick leave to his (her) credit shall receive a salary grant equal to his (her) accrued sick leave to a maximum of one half year of regular pay at the rate of pay effective immediately prior to retirement.

20.08 Retirement Allowance (for employees hired after August 31,1987)

On retirement, an employee having sick leave to his(her) credit shall receive a salary grant equal to the following chart:

05 -09 years	10% accumulated sick days
10 - 14 years	20% accumulated sick days
15 - 19 years	30% “ “
20 - 24 years	40% “ “
25 +	50%” “

to a maximum of one half year of regular pay at the rate of pay effective immediately prior to retirement.

In case of death, the retirement allowance shall be paid to his/her estate or the beneficiary.

**Prescott-Russell County Board of Education**  
**Teaching Support Staff Policy Retirement Gratuity**

Upon retirement, an employee having sick leave to his/her credit shall receive a salary grant equal to the following chart:

05 - 09 years	10% accumulated sick days
10 - 14 years	20% accumulated sick days
15 - 19 years	30% accumulated sick days
20 - 24 years	40% accumulated sick days
25 + years	50% accumulated sick days

to a maximum of one half year of regular pay at the rate of pay effective immediately prior to retirement.

In case of death, the retirement gratuity shall be paid to his/her estate or the beneficiary.

4. **Stormont, Dundas and Glengarry Public School Board, CUPE Local 782**  
**Maintenance (custodial and maintenance)**

Section 14.01

A PLAN FOR CUMULATIVE SICK LEAVE **AND** RETIREMENT GRATUITIES

Where as it is the desire of the Stormont, Dundas and Glengarry County Board of Education to provide a means whereby the members of the custodial and maintenance staff of the Board will not suffer undue hardship by reason of sickness, particularly sickness over a prolonged period, and to provide on retirement a gratuity for service based on cumulative sick leave credits:

15. An eligible employee retiring from employment with the Board by reason of health or age, or for any reason approved by the Board, after five (5) years or more of continuous service with the Stormont, Dundas and Glengarry Public School Board shall be entitled to a retirement gratuity calculated in accordance with the following table:

5 years of service	12% of cumulative sick leave credits "x" - daily rate of pay
6	14%
7	16%
8	18%
9	20%
10	22%
11	24%
12	26%
13	28%
14	30%
15	32%
16	34%
17	36%
18	38%
19	40%
20	42%
21	44%
22	46%
23	48%
24	50%

16. (a) The daily rate of pay as used in the calculations of the retirement gratuity in section 15 shall be defined as eight (8) times the basic hourly rate for the job classification of the employee at the time of retirement.
- (b) In calculating service for the purpose of Section 15, service with the Stormont, Dundas and Glengarry Public School Board shall include continuous service with a former public or secondary school board in the school division of this Board, provided the employee was in the employ of such Board on December 31, 1968, and provided the continuous services ends on that date.
- (c) In any event, the retirement gratuity shall not exceed an amount equal to one-half (1/2) the pay of the employee for one (1) year calculated at the basic hourly rate for the job classification of the employee at the time of retirement.
17. In the event of the death of an employee, either before or after retirement, benefits, if any, arising from this Plan shall be paid to the designated beneficiary or to the estate of the deceased employee.

**Stormont, Dundas and Glengarry District School Board Retirement Gratuity Provision:  
OPEIU Collective Agreement**

13. An eligible employee retiring from employment with the Board by reason of health or age, or any reason approved by the Board after ten (10) or more years continuous service with the Board, shall be entitled to a retirement gratuity in accordance with the following table:

<u>Length of Service in Years</u>	<u>Percentage of Sick Leave Credits</u>
10	30% of 260 days, or accumulated sick leave credits at the time of retirement, whichever is the lesser, times the daily rate of pay
11	32%
12	34%
13	36%
14	38%
15	40%
16	42%
17	44%
18	46%
19	48%
20 and over	50%

14. Continuous service for the purpose of Section 13 shall include continuous service with a former school board in the school division of this Board, providing the employee was in the employ of such Board on December 31, 1968 and provided the continuous service ends on that date.
15. The daily rate of pay as used in the calculation of the retirement gratuity in Section 13 shall be defined as 1/260 of the annual salary of the employee at the time of retirement.
16. In the event of the death of an employee, either before or after retirement, benefits, if any, arising from this plan shall be paid to the designated beneficiary or to the estate of the deceased employee.

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