

**COLLECTIVE AGREEMENT**

**BETWEEN**

**TORONTO CATHOLIC DISTRICT SCHOOL BOARD**



**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1328**



**AFFECTING**

**SCHOOL BASED EDUCATIONAL SUPPORT STAFF**

**September 1, 2005 - August 31, 2008**

THIS AGREEMENT made the **31st day of May, 2006**

B E T W E E N:

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "Board")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 1328

(hereinafter called the "Union")

OF THE SECOND PART

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## ARTICLE 1

## RECOGNITION

- 1.01(a) The Board recognizes the Union as the exclusive collective bargaining agent for the school based educational support staff employed by the Board in Metropolitan Toronto save and except supervisors, persons above the rank of supervisor and persons regularly employed for not more than 24 hours per week.
- 1.01(b) Notwithstanding 1.01(a), the Board recognizes the Union as the exclusive bargaining agent for all regularly employed part-time school based educational support staff, except individuals employed for substitute or temporary assignments, and individuals employed as lunchtime supervisors, student supervisors, baby-sitters or similar classifications of jobs.
- 1.02 The term "education assistant" shall mean an employee who possesses the required qualifications as determined by the Board and who is assigned by the Board to a certain school and/or program to work under the direction of the principal to assist teachers in the education of students.
- 1.03(a) The term "child and youth worker" shall mean an employee who possesses the qualifications hereinafter set out and who is assigned by the Board, under the direction of the principal, to provide support services to students or groups of students with one or more exceptionalities.
- (b) The qualifications referred to in (a) above shall consist of a diploma in Child and Youth Work granted by a Community College or other recognized post-secondary institution acceptable to the Board.
- 1.04 The term "health care assistant" shall mean an employee who holds a Registered Nurse Degree or Diploma, a Registered Nurse's Assistant Certificate or a Health Care Aide Certificate valid in Ontario and who is employed, under the direction of the principal, to provide services to students who have severe medical/health needs.
- 1.05 The term "lifeguard/instructor" shall mean an employee who is certified as a lifeguard and who continues to hold the required certification and who is assigned to a school, to work under the direction of the principal, as a lifeguard and to assist swimming instructors/teachers and other teachers in the education of students.
- 1.06 The term "sign language interpreter" shall mean an employee who has the required qualifications as determined by the Board, and who is assigned to a school, to work under the direction of the principal, as a communicator between the teacher and deaf/hard of hearing students, both in the classroom and during extra-curricular activities.

- 1.07 The term "oral interpreter" shall mean an employee who possesses the required qualifications as determined by the Board and who is assigned by the Board to a certain school/program to work under the direction of the principal to provide oral interpretation for deaf and hard of hearing students who depend on speech reading to receive spoken information, and to act as a student advocate, both in the classroom and during extra-curricular activities.
- 1.08 The term "communication facilitator" shall mean an employee who holds a Sign Language Communication Facilitator College Diploma or equivalent and who is assigned by the Board, under the direction of the principal, to a school/program to assist Deaf and Hard of Hearing students and to facilitate and support their learning in special class and regular class settings.
- 1.09 The term "instructional assistant" shall mean an employee who possesses the required qualifications as determined by the Board and who is assigned by the Board to a certain school/program to work under the direction of the principal to provide assistance to the Department in the provision, and maintenance and management of educational services.
- 1.10 The term "job coach" shall mean an employee who holds a Community College Diploma in a related discipline or equivalent and who is assigned to a school/program to work under the direction of the principal to provide a school-to-work transition and on the job training for special needs students.
- 1.11 The term "deaf/blind intervenor" shall mean an employee who holds a College Diploma for "Intervenor of Deaf/Blind Persons" or equivalent and who is assigned by the Board to a school/program, under the direction of the principal to provide one-to-one support to the deaf/blind student.
- 1.12 The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.
- 1.13 Unless explicitly stated to the contrary in an article or clause, the term "days" or "working days" shall mean a day when employees are expected to work, but excluding Saturday, Sunday and specified holidays recognized in this Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Board to:
- (i) maintain order, discipline and efficiency;
  - (ii) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend, or otherwise discipline employees for just cause, subject to the provisions of this Agreement;
  - (iii) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; AND
  - (iv) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.
- 2.02 The Union also acknowledges that all managerial rights, powers and authority of the Board shall be reserved to it except to the extent herein expressly limited and that the provisions of this Agreement are subject to the occupational requirements of the Roman Catholic Separate Schools with respect to creed, in accordance with the British North America Act, section 93.

ARTICLE 3

NO UNION ACTIVITY OR DISCRIMINATION

- 3.01 There shall be no solicitations of membership in any union or collection of union dues, assessments or fines or any union activity on any premises of the Board except as expressly permitted.
- 3.02 There shall be no discrimination by the Board or the Union or the Local Union or any employee against any employee because of membership or non-membership in any lawful union or lawful activity therein, or because of an individual's race, colour, sex, nationality, ancestry, place of origin or political affiliation.

## ARTICLE 4

## NO CESSATION OF WORK

- 4.01 Neither the Union, the Local Union nor any employees, shall take part in or call or encourage any strike, sit-down, slowdown, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Union and the Local Union, through its officers, representatives and stewards, will instruct the employees involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the employees. "Lockout" shall be as defined in the Labour Relations Act of Ontario.

Notwithstanding the foregoing, employees may strike and the Employer may lock out employees in accordance with the provisions of the Labour Relations Act of Ontario.



ARTICLE 5

UNION SECURITY

- 5.01 The Board shall deduct from each pay cheque in each month of every employee a sum equal to the monthly dues as determined by the Local Union's by-laws. The Board shall remit such deduction to the Treasurer of the Local Union along with dues deductions and the list of salaries from which such dues are deducted together with a list of names of the employees from whom such deductions were made, (five) 5 days after deductions were made.
- 5.02 The Board shall supply the Local Union, upon request with an up-to-date computer disk containing the names, addresses and phone numbers and work sites then on file for each employee, unless the employee objects.

## ARTICLE 6

## UNION REPRESENTATION

## Bargaining Committee

- 6.01 a) The Local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than five (5) employees. Such committee, together with the President of the Local Union, shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement. The National Representative may form part of the committee, if the Local Union so desires.
- b) Members of the bargaining committee, for any portion of their regularly scheduled work-time spent with the permission of the Board in attending negotiation meetings, shall suffer no loss in pay.

## Stewards

- 6.02 (a) The Local Union may also appoint or otherwise select **eight (8) stewards, not more than one (1) of whom shall be employed in the same department or school.**
- (b) In addition to the Local Union President or designate, the Local Union may be represented in the grievance process by the respective steward and/or Grievance Officer appointed or otherwise selected by the Local Union.
- 6.03 A steward's function shall be to assist an employee in the preparation and presentation of grievances. A steward, with the prior permission of the employee's principal (such permission not to be unreasonably withheld), shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances. Until such time as the Board believes the privilege of such time off is being abused, stewards shall suffer no loss in pay for any portion of their regularly scheduled work-time spent with such permission in servicing grievances.
- 6.04 The Local Union shall notify the Board in writing of the names of its officers, stewards (indicating which is the Grievance Officer) and members of the bargaining committee and of any changes therein from time to time.
- 6.05 The Local Union may elect, at any time, to have the assistance of representatives of the Union when dealing with matters affecting this Collective Agreement.

- 6.06 The Board shall arrange with one of the stewards at the Catholic Education Centre to speak to each new employee for not more than 20 minutes during a monthly orientation period without loss of pay for the purpose of acquainting the new employee about membership in the Union and the employee's responsibilities and obligations to the Board and to the Union.
- 6.07 Any appointments requiring union representation to Joint Committees shall be made by the Local Union.

#### Rehabilitative Employment Committee

- 6.08 (a) The Board agrees to establish a committee comprised of **two (2)** representative of the Union and **two (2)** representative of the Board. Where so requested by an injured worker, the committee's terms of reference will be to make recommendations to affected employees and the Board regarding employment opportunities for injured workers, including modifications to the existing jobs and descriptions of other jobs appropriate to such employees' capabilities.

The committee will take into account:

- (i) the type of work the individual is capable of performing;
  - (ii) the medical and physical restrictions imposed on the individual by a legally qualified medical practitioner(s);
  - (iii) the level of the individual's physical and occupational abilities;
  - (iv) the level of educational qualifications possessed by the individual; and
  - (v) the type of training or modifications of the job required in order for the individual to fully and capably perform the major responsibilities of an available rehabilitative employment assignment.
- (b) Should jobs be recommended by the committee requiring a new wage rate, the committee shall advise the Board and the Union, the parties shall meet to negotiate an appropriate rate of pay for the new job or classification.
- (c) In order to achieve a safe return to work for an injured employee, the Board shall provide a written plan of accommodation to the injured employee notwithstanding Article 6.07(a). Such plan of accommodation shall provide a provision to address any change in the accommodated employee's circumstances.

#### Joint Health and Safety Committee

- 6.09 During the life of the agreement, the local union shall continue in its current participation on the Board's joint health and safety committee for support staff.

## ARTICLE 7

## GRIEVANCE PROCEDURE AND ARBITRATION BOARD

- 7.01 (i) Should any difference (hereinafter called a "grievance") arise between the Board and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without undue delay shall be made in the following manner.
- (ii) The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized herein and may be extended by mutual consent of the parties.
- 7.02 Stage One - An aggrieved employee shall first meet with their supervisor/principal to discuss the grievance. The meeting shall take place within ten (10) working days from the time when the issue arose. The aggrieved employee may request to have a steward present.
- 7.03 Stage Two - The Grievance Officer shall first communicate with the Principal to discuss the grievance. This communication shall take place within ten (10) working days from the date that Stage One took place.**
- 7.04 Stage Three -** If within five (5) days from the time of such meeting with the supervisor/principal, a satisfactory decision in writing is not given, the employee accompanied by a steward and/or grievance officer or designate, may within ten (10) days after such decision has been given make representation in writing to the Senior Coordinator of Employee Relations.

Such representations shall state the nature of the grievance, the remedy sought and any provisions of the Collective Agreement, Legislation or Act, upon which the grievance is based. Such official or other designate shall notify the Union of the time and place at which they will meet to discuss and consider the written representations. Every effort will be made to settle such grievance within (10) days of receipt of the written grievance. Such official shall give the decision in writing on behalf of the Board within ten (10) days of such meeting. At the request of either party, a national representative of the Union may be present.

- 7.05** Any difference (hereinafter called a "policy difference") arising directly between the Board and the Local Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual employees, may be submitted in writing by either party hereto with opportunity for discussion between the officers of the Local Union and representatives of the Board. A meeting for the purposes of such discussion shall be held within fifteen (15) days from the date when the policy difference was submitted. At the request of either party a national representative of the Union shall be present at such meeting. If the parties are unable to settle such policy difference within ten (10) days from such discussion then the party

to whom the said notice was delivered shall reply to such policy difference in writing within ten (10) days from such discussion.

#### Arbitration

- 7.06** a) If any grievance or policy difference, including any question as to whether the matter is arbitrable or not, shall not have been satisfactorily settled pursuant to the provisions of this Article, the grievance or policy difference may then be referred by either party to this Agreement to arbitration by written notice given to the other party within ten (10) days from the date of the decision of the Board's Stage Two response. The Board and the Union shall each appoint one nominee within seven (7) days from the receipt of the notice and the two nominees so appointed shall appoint an arbitrator who shall be the chairperson. No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.
- b) Notwithstanding the above provision, the parties may mutually agree to appoint a single arbitrator to resolve any such grievance within the provisions of this Article.
- 7.07** Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any of the employee's personal problems (other than one which could be presented as a grievance hereunder) to any official of the Board.
- 7.08** If the parties fail to agree upon a chairperson within ten (10) days, either party may request the Office of Arbitration of the Ministry of Labour to choose the arbitrator. The decision of the majority of the arbitrators shall be final and binding upon all parties concerned and any employee affected by it, but if there is no majority decision, that of the chairperson will be the decision of the board of arbitrators. In no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.
- 7.09** In any arbitration the written representation of the employee made at Stage Two and any decision of the Board or, in the case of a policy difference, the written submission and any reply thereto shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issue therein set out.
- 7.10** Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine any witnesses of the other party and to present oral arguments. Briefs of arguments may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other.
- 7.11** Witness fees and allowances shall be paid by the party calling the witness.
- 7.12** Each party shall pay one-half (1/2) of the fees and out-of-pocket expenses of the chairperson and those of its own appointee.

- 7.13** If any party disagrees with the other as to the meaning or application of the decision, it may apply to the chairperson of the board of arbitrators within ten (10) days from the issue of the decision with a request that the chairperson reconvene the board to clarify the decision, and for such purpose the board may be reconvened and issue a clarification of its decision.
- 7.14** Should any grievance arise between the Board and any employee or any direct difference between the Board and the Union or Local Union, or should any employee believe that the employee's discharge is in violation of this Agreement and should any party desire to take advantage of the procedure provided for in this Article, each step in such procedure (including any reference to arbitration) required to effect a satisfactory disposition of the matter shall be taken by such party within the time limited above set forth or the matter shall be deemed to have been abandoned.
- 7.15** The time limits outlined herein for the grievance process may be extended by mutual consent.

## ARTICLE 8

## DISCHARGE AND DISCIPLINARY PROCEDURES

- 8.01 A claim by an employee that the employee has been unjustly discharged or suspended will be treated as a grievance if a written statement of such grievance is lodged with the Senior Coordinator of Employee Relations within (5) five working days after the occurrence of the matter which is the subject of the grievance.
- 8.02 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Stage Two.
- 8.03 If the Board censures an employee in such a manner as to indicate that a repetition of any offence or failure to perform may lead to the employee's discharge, it shall prepare a written memorandum thereof and give a copy thereof to the employee and to the Recording Secretary of the Local Union.
- 8.04 In the event that the Board intends to suspend an employee for more than part of a day or to discharge the employee, the employee's immediate supervisor, or designate of the Board shall inform such employee that a steward may be present. Failure to so inform the employee shall not affect the validity of the suspension or discharge.

## Employee Human Resources File:

- 8.05 i) At the written request of an employee, the Board shall, within (5) five days, allow the employee to inspect the employee's Human Resources file with prior arrangement made with the Superintendent of Education, Human Resources or designate. Such inspection may be made up to twice a year and shall be in the presence of such Superintendent or designate. The employee's response to anything contained in such file shall become a part of such file provided such response is made within five (5) days from the date when the employee inspected the file. The employee's personnel file shall be defined herein as such file containing the employee's official work record including all references to performance, evaluation, and discipline.
- ii) Employees shall be responsible to insure that such official file reflects their up-to-date qualifications and awards.
- 8.06 Where the Board issues an adverse report concerning an employee, such employee may, if the employee acknowledges receipt of a copy of such report, file a reply thereto with the Board within ten (10) days from such receipt and such reply shall become a part of the employee's file. Where an employee has a

clear record for three (3) years following a threat of discharge, for one (1) year following a suspension or a written or oral warning, the employee's prior record will not be used against the employee in any subsequent discipline, the corresponding documents will be removed from the file. However, if the incident has a direct impact on the employee's relationship with students, the Board may retain the record for five (5) years.



## ARTICLE 9

## SENIORITY

- 9.01(a) For the purpose of this Agreement an employee's seniority shall commence with the date of the employee's most recent hiring (other than as a result of a recall after a layoff) by the Board and shall be maintained and accumulated so long as the employee remains in the employ of the Board during
- (i) a layoff within any period during which the employee was entitled to be recalled;
  - (ii) any sickness or accident, up to but not exceeding a maximum of two years of continuous absence from work;
  - (iii) any authorized leave of absence, up to but not exceeding a maximum of two years of continuous absence from the Board; and
  - (iv) any period of secondment to another organization authorized by the Board.
- (b) "Service" or "continuous service" shall be determined by the length of actual service with the Board and shall not include any period of time while the employee is absent from work because of:
- (i) leave of absence in excess of thirty (30) consecutive days; but shall not include any leave of absence granted in accordance with Article 16.03(b);
  - (ii) layoff;
  - (iii) strike or lockout; OR
  - (iv) illness or accident, unless covered by Workplace Safety and Insurance sick leave with pay or L.T.D., in excess of thirty (30) consecutive days.
- 9.02 (a) When a probationary employee finishes the probationary period, the employee shall be entered on the seniority list and shall rank for seniority from the date the employee was last hired.
- (b) An employee who is rehired by the Board within 6 months of termination shall be deemed to have the seniority the employee had at the date of such termination.

- (c) An employee with continuous service with the Board who has returned to the bargaining unit shall be deemed to have a length of seniority equal to that which the employee had accumulated at the time the employee was last appointed to a position outside the bargaining unit and after six months in the bargaining unit seniority shall be determined as if the service had been entirely in the bargaining unit.

9.03 A loss of seniority shall be deemed to have occurred if an individual employed by the Board

- (i) quits;
- (ii) is discharged and is not reinstated by reason of the grievance procedure; OR
- (iii) is laid off beyond the period during which the employee was entitled to be recalled.

9.04 (a) Seniority lists shall be posted annually by the Board by January 30, and a copy thereof shall be sent to the Recording Secretary of the Local Union. Such list shall include the job classification of each employee.

(b) In addition, the copy of the seniority list forwarded to the Local Union shall include the employees' work locations.

(c) The Human Resources Department shall also notify the President and Recording Secretary of the Local Union of all hirings (including the work location and job classification of each new employee), lay-offs, transfers, secondments, completion of probation and terminations of employment within two (2) weeks of reporting such actions to the Board and of receiving Board approval where required.

#### Lay-Off and Recall

9.05(a) Layoff shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employees.

9.05(b) In all cases of lay-offs due to a reduction in work force (other than lay-offs of a temporary nature, i.e. two weeks or less) employees shall be laid off within their job classification in reverse order of their seniority ranking, provided that the Board may retain sufficient employees who possess the necessary qualifications, ability, knowledge and skill to perform the jobs available.

In all cases of recall after lay-off, employees shall be recalled within their job classification in accordance with their seniority ranking, provided that they must have the necessary qualifications, ability, knowledge and skill to perform the jobs available.

- (c) An employee shall have the opportunity of recall from a layoff to an available opening at the same or lower grade level at a salary rate closest to that employee's salary rate in their previous position, in order of seniority, provided he or she has the ability and the qualifications to perform the work or can learn the job in a reasonable time.
- (d) An employee recalled to work in a different classification from which he or she was laid off should have the privilege of returning to the position held prior to layoff should it become vacant within twelve (12) calendar months after the recall.

9.06 An employee with seniority who is laid off shall retain seniority and right of recall for the following period of months if the employee has the length of continuous service set out below:

Period of Months	Service in Years
12	up to 2
24	more than 2

Notice of recall shall be sent by registered mail or telegram to the last address recorded with the Board by the employee requiring the employee to report to work on a date not earlier than seven (7) days after the date of such notice. If the employee does not reply within said seven (7) days or fails to report for work at the time and date specified in the notice, the employee shall be deemed unavailable and the next eligible employee shall be called. Employee shall remain on the recall list for a period of two (2) years.

Duty-Assignment Change

- 9.07 Without the employee's consent, no employee shall be appointed to a position the result of which the employee is no longer a member of the bargaining unit covered by this Agreement.
- 9.08 An employee assigned to a position shall not have their duties and responsibilities significantly altered without prior discussion between the Union and the Board.

No Contracting Out

- 9.09 No work will be contracted out if it causes:
  - i) the termination or layoff of an employee with seniority or;
  - ii) the permanent reduction of regular non-overtime hours of work for an employee with seniority,

except work that has been contracted out, on or before the date of signing of this collective agreement.

- 9.10 It is agreed that persons such as volunteers, students, co-op students, parents and others who provide assistance to the Employer on a paid or unpaid basis shall be used only to enrich programs or provide other services and shall not be used if such use adversely affects the terms and conditions of employment of a bargaining unit employee.

## ARTICLE 10

## PERIOD OF WORK

- 10.01 (a) In consideration of the salary set out in clause 13.01, employees shall work those days determined by the Ministry of Education and the Board to be "school days" as that term is used in The Education Act. The hours of work on such school days shall be six (6) hours per day, exclusive of a lunch period for all employees except sign language interpreters, **child and youth workers** and instructional assistants at Mary Ward Catholic Secondary School whose hours of work shall be seven (7) hours per day exclusive of lunch period. Such hours shall normally be worked between the period 8:00 a.m. to 4:30 p.m. as determined by the principal, who will consider any preference expressed by an employee.
- (b) It is understood and agreed that **employees** may be requested from time to time to attend meetings called by their respective principals or the Board and to perform certain extra-curricular activities, and that if an employee agrees to such requests, no additional salary or overtime shall be paid.
- (c) It is a part of the duties of child/youth workers, health care assistants and oral or sign language interpreters to attend meetings at the request of the principal in order to provide information regarding the support services provided to a student or a group of students. It is understood that such duties, while they may from time to time take place outside the normal school day, are covered by the salary set out in clause 13.01.
- (d) In the event an employee is authorized by the school's principal to work beyond the normal work day, such employee shall be granted compensating time off with pay as may be scheduled by mutual agreement with the employee's principal.

## Breaks

- 10.02 Each employee will be permitted a 15 minute rest period in each half day of the employee's scheduled hours of work to be taken at times scheduled by the employee's principal.

## At More Than One Location

- 10.03 In the event that an employee is required to travel between locations on a regular basis, the Board shall arrange the employee's assignment between 8:00 AM and 4:30 PM to provide a minimum amount of unpaid time equal to thirty (30) minutes for a lunch break and the average time required to travel between the locations. In the event there is any conflict with regard to the commencement and to the ending of work assignments for such an employee, a travel plan shall be created by the Principals so involved. If such conflict is not resolved, the matter shall be submitted to the appropriate superintendent(s) for resolution.

ARTICLE 11

SPECIFIED HOLIDAYS

11.01 For the purposes of this article the following shall be specified as holidays under this Agreement and "holiday" means:

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

and the half day immediately before Christmas Day and the half day immediately before New Year's Day, unless any such days are school days, or such day as may be established as a holiday in lieu of any said days by statute, statutory regulation, proclamation or similar authority or by the Board and any named holiday added to The Education Act of Ontario or to its regulations and enjoyed by the Board's students.

If the Board determines that where a holiday falls on a non-working day that a working day not later than the next annual vacation of the employee shall be the holiday in lieu thereof, then for the purpose of this Agreement such substituted day shall be regarded as the employee's holiday notwithstanding the foregoing.

It is understood that since the employees are not required to work during the months of July and August, they are not entitled to receive any holiday pay for Canada Day, Simcoe Day or Labour Day.

ARTICLE 12

VACATIONS

12.01(a) An employee shall be entitled to vacation with pay at the employee's regular rate of pay as follows:

<u>Length of continuous service as at June 30</u>	-	<u>Length of vacation or pay in lieu thereof</u>
Less than one year	-	one day for each month of service up to a maximum of 10 days
one year or over	-	15 days
nine years	-	20 days
seventeen years	-	25 days
twenty-three years	-	26 days
twenty-four years	-	27 days
twenty-five years	-	28 days
twenty-six years	-	29 days
twenty-seven years	-	30 days

provided that in no case shall any employee receive less than the amount to which an individual is entitled under The Employment Standards Act.

(b) In the event of any leave of absence without pay, excluding leave because of a Workplace Safety and Insurance claim, or statutory pregnancy and/or parental leave, in excess of fifteen (15) consecutive working days in a vacation year, the paid vacation will be prorated to reflect the days paid during the time period on which the earned vacation is based.

12.01(c) In the event of a leave of absence because of a Workplace Safety and Insurance claim, the employee will continue to accumulate vacation entitlement during the leave for up to one (1) year from the time such leave began. There shall be no vacation entitlement for an employee for the period of time on leave in excess of one (1) year.

- 12.02 Employees shall take any vacation with pay to which they are entitled by clause 12.01 above during firstly, the Christmas Break and secondly, the mid-winter break. Employees shall receive the remainder of any vacation pay to which they may be entitled with the last pay of the school year.
- 12.03 If an employee's service with the Board is terminated other than on the last school day in June, the vacation for which he/she would otherwise be entitled will be prorated and rounded to the nearest day. The adjustment will be made with the last pay.



## ARTICLE 13

## SALARY RATES AND ADJUSTMENTS

- 13.01(a) Employees shall be paid a bi-weekly salary as set out below, commencing with the first or second Friday after the first day of school and shall continue to be paid on the Friday of every second week thereafter with the last pay on the Friday pay cycle following the last school day in June.

The bi-weekly salary rates for full time employees shall be as follows:

- (i) Education Assistants, Communication Facilitator, Lifeguard/Instructor

Years of Recognized Experience	Effective Sept. 1/05	Effective Sept. 1/06	Effective Sept. 1/07	Effective Aug. 31/08
0	<b>1160.94</b>	<b>1189.96</b>	<b>1225.66</b>	<b>1234.24</b>
1	<b>1207.72</b>	<b>1237.92</b>	<b>1275.06</b>	<b>1283.98</b>
2	<b>1254.49</b>	<b>1285.85</b>	<b>1324.43</b>	<b>1333.70</b>
3 to 4	<b>1301.35</b>	<b>1333.88</b>	<b>1373.90</b>	<b>1383.51</b>
5 & over	<b>1347.51</b>	<b>1381.20</b>	<b>1422.63</b>	<b>1432.59</b>

- (ii) Child and Youth Worker

Years of Recognized Experience	Effective Sept. 1/05	Effective Sept. 1/06	Effective Sept. 1/07	Effective Aug. 31/08
0	<b>1608.42</b>	<b>1648.63</b>	<b>1698.09</b>	<b>1709.98</b>
1	<b>1693.11</b>	<b>1735.44</b>	<b>1787.50</b>	<b>1800.02</b>
2	<b>1782.21</b>	<b>1826.76</b>	<b>1881.57</b>	<b>1894.74</b>
3	<b>1876.02</b>	<b>1922.92</b>	<b>1980.60</b>	<b>1994.47</b>
4	<b>1974.73</b>	<b>2024.10</b>	<b>2084.82</b>	<b>2099.42</b>

- (iii) Oral Interpreters, Health Care Assistants

Years of Recognized Experience	Effective Sept. 1/05	Effective Sept. 1/06	Effective Sept. 1/07	Effective Aug. 31/08
0	<b>1253.77</b>	<b>1285.12</b>	<b>1323.67</b>	<b>1332.93</b>
1	<b>1319.77</b>	<b>1352.76</b>	<b>1393.35</b>	<b>1403.10</b>
2	<b>1389.23</b>	<b>1423.96</b>	<b>1466.68</b>	<b>1476.95</b>
3	<b>1462.35</b>	<b>1498.91</b>	<b>1543.88</b>	<b>1554.68</b>
4	<b>1539.27</b>	<b>1577.75</b>	<b>1625.08</b>	<b>1636.46</b>

## (iv) Sign Language Interpreters

Years of Recognized Experience	Effective Sept. 1/05	Effective Sept. 1/06	Effective Sept. 1/07	Effective Aug. 31/08
0	1735.69	1779.08	1832.45	1845.28
1	1832.53	1878.34	1934.70	1948.24
2	1929.52	1977.76	2037.09	2051.35
3	2026.32	2076.98	2139.29	2154.26
4	2123.26	2176.34	2241.63	2257.33

## (v) Instructional Assistants

Years of Recognized Experience	Effective Sept. 1/05	Effective Sept. 1/06	Effective Sept. 1/07	Effective Aug. 31/08
0	1354.44	1388.30	1429.95	1439.96
1	1409.02	1444.24	1487.57	1497.98
2	1463.57	1500.16	1545.16	1555.98
3	1518.24	1556.20	1602.88	1614.10
4	1572.10	1611.40	1659.74	1671.36

## (vi) Job Coaches &amp; Deaf Blind Intervenors

Years of Recognized Experience	Effective Sept. 1/05	Effective Sept. 1/06	Effective Sept. 1/07	Effective Aug. 31/08
0	1378.65	1413.11	1455.51	1465.69
1	1451.24	1487.52	1532.15	1542.87
2	1527.61	1565.80	1612.77	1624.06
3	1608.01	1648.21	1697.66	1709.54
4	1692.63	1734.94	1786.99	1799.50

13.01(b) **Effective September 1, 2006** employees, who have **successfully completed and received a community college diploma or certificate in an Educational Assistant Program**, shall be entitled to an annual allowance of \$300.

13.01(c) **If the provincial tax revenues in 2005-2006 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-2006 school year is higher than 2.5% then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%; and**

**If the provincial tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in 2004 provincial budget and annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.**

#### Adjustments

- 13.02 An employee who works less than a full week shall have the week's salary prorated accordingly.
- 13.03 Each employee will be permitted a 15 minute rest period in each half day of the employee's scheduled hours of work to be taken at times scheduled by the employee's principal.

#### Recognized Experience

- 13.04(a) As of September 1 each year, and for the purpose of this Article only, all permanent employees will be deemed to have acquired an additional year of experience.
- (b) Probationary employees who complete their probationary period on or before February 1 will be deemed to have acquired an additional year of experience and placed on the scale accordingly on the day next following the completion of the probationary period.
- (c) The Board may, at its discretion, give credit for related experience by advancing a newly-hired employee on the salary grid. Such credit may be granted up to three (3) years. **The Local Union shall be informed of any related experience granted.**

#### Promotion – Salary Adjustment

- 13.05 An employee who is promoted to a job classification in a higher grade shall receive immediately as salary the salary determined by:
- (i) ascertaining the salary paid in such higher grade that is the same or immediately higher than the employee's existing salary, and

- (ii) adding thereto the amount of the increment paid at the next higher step of such grade. Such increase shall be in addition to any normal increment to which the employee is entitled.
- (iii) the Board shall give credit for any previous experience in the higher job classification by advancing a promoted employee on the salary grid. Such credit may be granted up to three (3) years of which the local union shall be informed.**

If the date of such promotion coincides with the date of granting of the annual increment, the salary adjustment for such promotion shall be made first and be followed by the normal increment if the resulting amount does not exceed the maximum for the job classification.

#### New Job Classifications

- 13.06(a) In the event that the Board intends to implement a new job classification, it shall fix the salary range therefore at a range which it considers to be in line with present ranges in effect under this Agreement on the date when fixed. The Board shall notify the Local Union in writing of such intention, the salary range so fixed and the date of implementation of such new classification, which such date be no earlier than thirty (30) days after the date of such notice.
- (b) If the Local Union believes that the range fixed for such new classification is not in line with such present ranges then it may discuss such new range with a representative of the Board if a request is made to the Assistant Superintendent of Education, Human Resources within fifteen (15) days of such notice. If, within fifteen (15) days of initiating the discussion of the new range, the parties cannot agree the Local Union may submit the dispute to arbitration in accordance with clause **7.06**.
- (c) In its submission to the board of arbitration, the Local Union shall state the range it proposes for the classification and why it believes the Board's new range is out of line with present ranges. If the board of arbitration is satisfied that the new range is out of line then it may set the range at such range as it deems appropriate but in no event higher than the range proposed by the Local Union.

If the board of arbitration should set a range the minimum of which is higher than that of the range set initially by the Board, then an employee who has been paid less than the minimum range set by the board of arbitration shall be awarded the difference between the rate the employee was being paid and the minimum of the range set by the board of arbitration for all hours worked at such rate commencing with the day upon which the employee commenced to work in such new classification.

- (d) Notwithstanding any discussions with the Local Union concerning the new range or any submission to arbitration, the Board may proceed to install an employee in such new classification on or after the date specified in the notice to the Local Union.

## ARTICLE 14

## WELFARE BENEFITS

14.01 The Board will contribute on behalf of employees, the requirements of the basic plan of the Ontario Municipal Employees Retirement System. In addition the Board shall make available to all employees Supplementary One of the above plan and shall make all necessary contributions.

14.02 The Board shall pay 100% of the premium in effect on June 1, 2001 for participation by an employee (and any dependents) who has completed three months of the probationary period **in the following:**

**(Effective September 1, 2006 the Board shall pay 100% of the premium in effect June 1, 2004).**

**(Effective September 1, 2007 the Board shall pay 100% of the premium in effect June 1, 2005).**

(i) Extended Health Care Plan \$10.00 - \$20.00 deductible and, a rider providing **\$250.00** every two years for eye care.

(ii) **Effective September 1, 2006 the Extended Health Care Plan set out will include an annual aggregate of \$500 per person for all of the following: psychologist, speech therapist, podiatrist, acupuncture, chiropodist, registered massage therapist, osteopath, naturopath, chiropractor, and physiotherapist.**

(iii) Group Life (3 times wages and a paid up life policy of \$5,000.00 on normal retirement).

(iv) A \$7.00 dispensing fee cap will apply to all prescriptions.

14.03 The Board shall **continue** the Dental Plan for each employee (and any dependents) who has completed 3 months of the probation period based on the applicable 2001 Ontario Dental Association (ODA) tariff, with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of \$10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of \$3,000 per person.

**Effective September 1, 2006 the Board shall provide the Dental Plan based on the applicable 2004 ODA tariff.**

**Effective September 1, 2007 the Board shall provide the Dental Plan based on the applicable 2005 ODA tariff.**

**14.04** Effective September 1, 2006 benefits coverage outlined in Article 14.02 and 14.03 shall be extended to dependents up to the age of twenty-five (25) who are enrolled full-time in a post secondary school institution.

**14.05** The Board shall have the right to determine the carrier for any of the benefit plans covered in sections 14.02, 14.03 and 14.07 provided that any new plan is equal or better in every respect to the provisions of the existing plan. The Board shall meet and discuss with the Union any plan changes before they are implemented. No employee shall suffer as a result to a change in carriers.

**14.06** a) Any Employment Insurance Commission rebate to which the employees may be entitled shall continue to be applied by the Board toward its costs of the benefits supplied in accordance with sections 14.02 and 14.03 hereof.

b) The Board shall provide, upon the Union's written request, the amount of such annual rebate, if any, for the most recent year.

**14.07** The Board shall continue the Long Term Disability plan in which all eligible employees are required to participate, and shall pay 75% of the premiums.

## ARTICLE 15

## SICK LEAVE PLAN

15.01 The plan for sick leave and retirement gratuity Article 23 shall be available to the employees.

15.02 The Sick Leave Plan referred to in 15.01 is amended as follows:

- (i) Employees who are on any leave without pay in excess of fifteen (15) consecutive days except during statutory pregnancy and/or parental leave shall have sick leave for which they may be entitled prorated to reflect the days for which they were paid by the Board.
- (ii) A probationary employee will have a maximum number of twelve (12) sick leave credits available during the regular probationary period. The number will be prorated if the actual time required to work during the probationary period is other than six (6) months. Any unused sick leave credits, at the end of the probationary period, will be available to the employee in accordance with the Sick Leave Plan.

#### Sick During Vacation

15.03 If during vacation an employee suffers an illness or accident which incapacitates the employee for five (5) or more days and such illness or accident is supported by a physician's certificate acceptable to the Board, the employee for the period of such incapacity shall be regarded as having been on sick leave, to the extent the employee had accumulated sick leave credits, and shall be permitted to take such portion of vacation for which the employee was so incapacitated at a later time acceptable to the employee and to the Board.



## ARTICLE 16

## LEAVES OF ABSENCE

## General

- 16.01(a) Leaves of absence without pay, unless explicitly stated to the contrary in another clause or Article, are granted with the following conditions:
- (i) the Board shall not be required to pay benefits during the leave;
  - (ii) no credits will be made to the sick leave plan during the leave unless provided by 15.02; however, any sick leave credits credited or accumulated prior to such leave, shall be available on resumption of employment with the Board; and
  - (iii) vacation entitlement will be prorated in accordance with 12.01(b) and 12.01(c).
- (b) If the leave of absence without pay, including any extension to the initial leave, is fifteen (15) working days or less, the Board will continue to pay its share of the health and life insurance plans unless prohibited by the carrier.
- (c) An employee who is on any leave without pay in excess of fifteen (15) working days may, to the extent permitted by the carriers thereof, continue to be covered by the Board's health and life insurance plans, if the employee pays the total cost of the premiums therefor.

## Illness or Accident Leave

- 16.02(a) If an employee is absent from work due to illness or accident for a period **beyond one year, the Board may fill the employee's last position through the job posting process.**
- (b) (i) If an employee returns to work from sick leave or leave of absence (including Workplace Safety and Insurance) within a period of 12 months the employee shall return to the last position and location which the employee held prior to the leave.
- (ii) If an employee returns to work from sick leave or leave of absence (including Workplace Safety and Insurance) for a period that extends beyond 12 months and the last position which the employee held has been filled by another employee, every effort will be made to place the employee in the same family of schools or administrative area in accordance with Article 17.04.

## Union Business

- 16.03(a) An employee who is elected or appointed for a full-time position with the Local or National Union shall be granted a leave of absence without pay for a period of up to two (2) years, provided however, that the return from such leave will coincide with commencement of a school term. Such leave may be extended by the Board. Upon completion of the leave of absence, the employee shall return to the same position and location they held at the beginning of the leave. In the event that the leave is extended beyond two (2) years the Board may fill in the vacancy arising out of the leave of absence permanently in accordance with Article 17. The redundancy clause under Article 17 shall apply in the event the position disappears.
- (b) Any leave of absence granted in accordance with Article 16.03(a) shall be without loss of seniority and will continue to accumulate seniority and years of service notwithstanding Article 9.01(b).
- (b) The President of the local shall be granted a leave of absence without pay and without loss of seniority. Upon completion of the leave of absence, the employee shall return to the same position and location they held at the beginning of the leave. This provision shall apply to a single non-renewable term not exceeding two (2) consecutive years. In the event that the leave is extended beyond two (2) years or the position has disappeared, the redundancy clause, under Article 17.04 shall apply.
- 16.04 Upon written request by the Local Union to the Board given at least ten (10) days in advance, the Board will grant leaves of absence without pay, if such leaves do not unduly interfere with the Board's operations, to employees to attend Union conventions or seminars provided:
- (i) such leaves do not exceed an aggregate of fifty (50) workdays in any calendar year provided the Director of Education may, at the request of the Local Union, grant an additional five (5) workdays in any calendar year;
- (ii) no more than five (5) employees are absent on such leaves at any one (1) time and no more than one (1) employee is absent from the same department or school; AND
- (iii) no employee is entitled to more than fifteen (15) such days off in any one calendar year.

## Compassionate Leave

- 16.05(a) The Board shall grant to an employee requiring leave by reason of a death in the employee's immediate family (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandchild or grandparent) up to five (5) working days without loss in pay, for the purpose of attending the funeral.

- (b) The Board shall grant an employee a leave of absence of up to two (2) days with pay to enable the employee to attend the funeral of an uncle, aunt, brother-in-law, son-in-law, daughter-in-law, sister-in-law or grandparent-in-law of the employee.
- (c) When by reason of the death of a relative referred to in (a) or (b) an employee who requires additional time to that granted under (a) or (b) the Board, in its discretion, may allow additional time off with pay to be deducted from the employee's accumulated sick leave.

16.06 The Board may grant one (1) day's leave without loss in pay to attend a funeral as a pallbearer or mourner.

#### Pregnancy/Parental Leave

- 16.07 (a) Upon request, employees shall be granted pregnancy and/or parental leave without pay in accordance with the Employment Standards Act.
- (b) Upon application by the employee granted a pregnancy and/or parental leave, the Board shall continue to pay its share of those benefit plans which the employee already enjoys, in accordance with the Employment Standards Act.
  - (c) An employee taking a pregnancy and/or parental leave who is subject to a waiting period of at least two weeks before receiving E.I. benefits, shall receive a Supplemental Unemployment Benefits (SUB) payment as described in Appendix A, upon appropriate verification to the Board. This payment shall be the same amount as the employee receives in E.I. benefits for a two week period.
  - (d) Employees who take leaves in accordance with the Employment Standards Act, shall return to the same school position and location. For those taking an extended leave, every effort will be made to place them in the same family of schools or administrative area in accordance with clause 17.04.

#### Personal Leave

- 16.08(a) Urgent personal business is business affecting one's personal affairs which must be conducted and which cannot be scheduled outside regular hours of work.
- (b) If such leave is for urgent personal business and is **approved** by the **employee's Principal and Superintendent of Education, Human Resources**, the employee may elect to have deducted from any sick leave credits up to two (2) days per calendar year with no loss in pay resulting therefrom or to take such leave without pay.

- 16.09 Where an employee is unable to arrange for anyone other than the employee to care for a member of the employee's immediate family [as defined in section 16.05(a)] who is seriously ill, such employee may, with the permission of the principal, use up to a maximum of five (5) accumulated sick leave days, if any, per illness, to care for such member. On request, the employee shall furnish acceptable evidence of such illness.
- 16.10(a) An employee may be granted a leave of absence for personal reasons (including a leave to attend an accredited education institution) other than illness or accident without pay if the completed application therefor is approved by the appropriate official of the Board. Such application should be sent to the Superintendent of Education in whose jurisdiction the employee is located, at least fifteen (15) days prior to the requested leave, provided that in unusual circumstances the Board may waive such fifteen (15) day requirement.
- (b) If the employee returns to work within **one (1) year** from the commencement of such leave, the employee shall return to the position and location with the same classification and shall be entitled to any salary adjustments to which the employee would have been entitled if the employee had not been absent on leave.
- (c) A vacancy arising out of a leave of absence for personal reasons as in Article 16.10(a) may be permanently filled in accordance with Article 17 provided such leave is in excess of one (1) year.
- (d) An employee returning from a leave of absence for personal reasons in excess of one (1) year shall,
- (i) return to work in accordance with Article 16.10(b) if the employee's position was not posted to be filled on a permanent basis; or
- (ii) shall be considered redundant in the event the employee's position was permanently filled during the absence, in which case Article 17.04 will apply.
- (e) Any extension to a personal leave of absence of one year or more in length shall be made in writing to the Senior Manager, Human Resources Services.

#### Workplace Safety and Insurance

- 16.11(a) While an employee is entitled to payment from the Workplace Safety and Insurance Board, the following shall apply:

- (i) any employee entitled to Workplace Safety and Insurance benefits shall be regarded as being on a leave of absence beginning on the first day for which such benefits are received. Such leave shall be granted initially to the end of the school year or for a period of time not exceeding one (1) year and upon request(s) shall be extended from time to time for up to, but not exceeding, two (2) full years from the date at which the leave began or the date on which a permanent pension is granted, whichever comes first;
  - (ii) during such leave, the payment will be 90% of the employee's regular salary;
  - (iii) the employee will direct all Workplace Safety and Insurance payments to the Board; and
  - (iv) the Board may use sick leave credits to which such employee is entitled, pending the decision of the Workplace Safety and Insurance Board to provide the 90% salary. Following the decision of the Workplace Safety and Insurance Board to grant payment of benefits, the Board shall reinstate the sick leave credits which have been utilized.
- (b) The Board shall continue to pay its share of the premiums required to be paid under Article 14 for employees who are in receipt of compensation other than for permanent disability or pension from the Workplace Safety and Insurance Board for a period of two years.
  - (c) In the event the employee is capable of returning to work, he/she shall be given preference, in the same manner as a redundant employee, to any available position for which he/she is qualified (see 16.02).
  - (d) The Employer agrees to provide a completed copy of the Form 7 to the employee **concerned and the Local Union** at the time the form is submitted to the Workplace Safety and Insurance Board.

#### Long Term Disability

- 16.12 Any employee receiving LTD benefits shall request a leave of absence without pay to commence coincident with the payment of the LTD benefits. Such leave shall be granted initially for the balance of the school year, and upon request(s) shall be extended from time to time for up to two (2) full years from the date at which the leave began.

### Quarantine, Legal, Court

- 16.13(a) An employee who is quarantined, called for jury duty or is subpoenaed as a witness in a matter in which the employee is not a party or not the accused and who as a result thereof loses time from work shall receive the employee's salary for each day so lost. In the case of jury duty or subpoena the Board may require the employee to furnish a certificate of service signed by the Clerk of the Court before making such payment.
- (b) If an employee is charged with a criminal or quasicriminal offence and is not found guilty of the offence or any other offence, or if the charge is withdrawn, such employee shall be entitled to draw on accumulated sick leave credits for the number of days that the employee was absent from work because of attendance at Court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the employee has the option of electing to be tried in night court.

### Professional Development

- 16.14(a) During the school year, provided the Board designates at least one (1) day as a Board-wide professional development day, it is the Board's intention to organize for one of such days a program related to the functions of all employees covered by this collective agreement. Suggestions from employees and/or from the Local Union for possible activities to take place during such program will be welcomed.
- (b) If the Board does not designate a day as a Board-wide professional development day, it will nevertheless attempt to give each employee an opportunity to participate in one (1) professional development day per school year for all employees covered by this collective agreement.

### Deferred Salary Plan

- 16.15 The Board will grant leaves of absence of one (1) year to employees on the basis of spreading four (4) years' salary over five (5) years (hereinafter called the "Plan") on the following terms and conditions:
- (i) any permanent full-time employee who has completed at least two (2) years' employment with the Board may apply to participate in such Plan;
- (ii) the maximum number of such leaves which may be granted under such Plan shall not exceed five (5) in any one work year;
- (iii) an employee wishing to participate in such Plan shall apply on the form available from the Human Resources Department. The forms will be available on January 1 and must be received by the Human Resources Department on or before March 1 in order for the employee to be considered for participation in the Plan commencing at the start of the following prescribed school year;

- (iv) applications for such leave which have been approved by the immediate administrative and professional supervisors shall be considered by the Director who shall make the final decision. An employee whose application is approved by the Director shall be so informed by June 1 next following;
- (v) each employee permitted to participate in the Plan shall enter into an agreement with the Board as follows:
- (1) in each of the four (4) years of the Plan commencing the start of the prescribed work year next following approval the employee shall be paid 80% of the salary and allowances to which the employee is otherwise entitled under Article 13.
  - (2) the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Accounts and compounded annually;
  - (3) the leave of absence shall commence on the first work day of the prescribed work year of the 5th year from the commencement of the employee's participation in the Plan;
  - (4) during such work year of the leave of absence the Board shall
    - A. pay the employee all the funds accumulated pursuant to (2) and interest earned in accordance with the foregoing either **in one (1) lump sum (payable at the start of the leave based on the existing payroll schedule) or two (2) lump sums (September and January)** or in instalments **following the existing payroll schedule for the employee's job classification**, as the employee may direct, and
    - B. pay that portion of the premiums payable for the benefit plans set out in sections 14.01, 14.02 14.03, 14.06 and 14.07 which it would have paid if the employee were not on leave;

the employee shall pay that portion of the premiums payable for such benefit plans which the employee would have paid if the employee were not on leave and the employee's contributions to the Ontario Municipal Employees Retirement System;
  - (6) subject to any other provisions of the collective agreement, on the employee's return from the leave, the employee shall be returned to the same position and location, provided they still exist, in which the employee was employed immediately prior to such leave, if in the view of the Board it is practicable;

- (7) during such leave, the employee's seniority shall accumulate;
  - (8) the employee shall not be entitled to any sick leave credits during the period of such leave but on the employee's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
  - (9) an employee declared redundant under Article 17.04 or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The employee shall then be paid within sixty (60) days a lump sum equal to the employee's contributions plus interest accrued to date of the withdrawal;
  - (10) the employee may withdraw from the Plan
    - A. provided no replacement for the employee has been engaged by the Board,
    - B. but may not do so after April 15 in the calendar year in which the leave is to be taken except with the consent of the Board;
  - (11) notwithstanding the foregoing, the Board may, if it is unable to employ an employee as a suitable replacement for the participating employee who is on leave, defer such leave for up to one (1) year. In such event the participating employee may withdraw from the Plan and the employee shall then be paid within sixty (60) days a lump sum equal to the employee's contribution plus interest accrued to the date of such withdrawal;
  - (12) if an employee dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan the employee's personal representative, in the event of the employee's death, or the employee shall be paid such lump sum and interest accrued up to the date of the employee's death, retirement, dismissal, termination or leaving, as the case may be;
- (vi) The implementation of the Plan is conditional on approval by Revenue Canada and the obtaining of an advance income tax ruling that any employee entering the Plan will be subject to tax in each of the five years only on the amount of income actually received by the employee in the year and that the tax to be withheld by the Board shall be based on the amounts actually paid to the employee.



## ARTICLE 17

## JOB POSTING

- 17.01 When a vacancy [other than a vacancy considered by the Board to be temporary, thirteen (13) weeks or less or in the case of any vacancy caused under article 16.07(a)] occurs in any occupational classification covered by this Agreement or a new classification covered by this Agreement, the Board shall, if it determines to fill such vacancy, post a notice thereof **in the Director's Bulletin and the Board's intranet** on the bulletin boards or otherwise inform employees for five (5) working days setting forth the duties of the position, the school or other building involved, the rate of pay and the qualifications therefore. Any employee may apply for such position in writing by the deadline as posted. There will be no postings during the months of July and August.
- 17.02 (a) Vacancies and new positions including promotions within the bargaining unit shall be filled on the basis of,
- (i) seniority of the applicants; AND
  - (ii) the ability, knowledge, training and skill of the applicant to do the job.
- (b) When factor (ii) is relatively equal as between two (2) or more applicants, their seniority shall govern. If none of its employees who have applied for the vacancy is qualified to fill a vacancy, the Board may engage an employee from any other source.
- 17.03 (a) An employee who has been selected to fill a vacancy may not for a period of one (1) year from the date the employee actually fills such vacancy apply to fill any other vacancy. However, an employee may, during the one (1) year period, bid on a job which represents a promotion and the Board may promote such employee.
- (b) **Article 17.03(a) shall not apply to an employee who has been awarded a posted position in a specified class/student and is then reassigned within the school within the twelve (12) month period following the awarding of the position.**
- (c) The posted position shall be filled within fifteen (15) working days of the Board announcing the successful applicant of the job posting. **The filling of a vacant position shall not take more than thirty (30) days in total.**
- 17.04 An employee whose position has become redundant shall be given preference for placement in the available positions provided the employee has the necessary skills and qualifications.

17.05 In order to implement the provisions of the job posting process, the Board may place temporary employees in vacant or newly created positions pending the awarding of the vacant position under the provisions of this article.

17.06(a) Notwithstanding the procedures outlined above, the Board may re-allocate any employee covered by this Collective Agreement at any time to meet the educational needs of its schools provided the affected employees are given at least 5 days notice. Where affected employees are relatively equal as to ability, knowledge, training and skill required by the educational needs of the school, the least senior employee with the Board shall be designated for re-allocation. This provision does not preclude an employee from volunteering for such re-allocation. An employee so affected may use clause 17.04 as a redundant employee.

(b) The Board will notify the Union with regard to the withdrawing of any job posting.

17.07(a) An employee may apply to the Board to fill a vacancy in an occupational classification covered by the collective agreement made between the Board and the Union relating to the office, clerical and technical employees on the terms and conditions therein set out.

(b) An employee covered by the Collective Agreement made between the Board and the Union relating to the office, clerical, technical staff may apply to fill a vacancy in an occupational classification in this Agreement on the terms and conditions herein set out.

An employee who transfers under this provision shall be paid the weekly salary of the new classification which is immediately higher than the employee's existing salary except that in no case shall the weekly salary exceed the maximum provided in this Agreement.

17.08(a) An employee who has been promoted or placed in a new job classification shall be placed on trial for a period of ninety (90) calendar days. Notwithstanding clause 2.01(ii), an employee so placed may be demoted or returned to the employee's former classification at any time during the trial period if the employee is unable to perform adequately all the functions of the new position.

(b) An employee displaced as a result of Article 17.08(a) will be returned to the employee's former job; however, if that job has already been filled the affected employee will be considered as an employee whose position has become redundant.

If no job in the same classification becomes available, or is likely to become available, prior to the expiry of the trial period, the affected employee will be returned to the former job and any other employee promoted or transferred as a direct result of the promotion or transfer of the first mentioned employee shall be returned to the employee's previous job at the rate therefor.

- (c) An employee who has been promoted or placed in a new job classification and who, during the trial period, determines in consultation with the employee's superordinate that it is in the employee's best interest not to continue in the new job classification, then the employee may request to be placed in the former job classification utilizing the procedures of 17.08(b).

Notice: Leave Employment/Retire

- 17.09 Wherever possible, an employee whose intention it is to terminate employment with the Board, or to retire at the end of the school year, shall so inform the Board, in writing, by May 15<sup>th</sup>.

## ARTICLE 18

## PROBATIONARY EMPLOYEES

- 18.01 A new employee shall be considered as a probationary employee for a period of 6 months from the time of first commencing to work for the Board. The probationary period may be extended by three months if the Board notifies the Local Union in writing of the intended extension at least one month before the end of the probationary period. The Local Union shall notify the Board in writing within 5 days of receipt of notice if it does not concur with such extension.
- 18.02 Notwithstanding other clauses in this Agreement a probationary employee may be dismissed, suspended or otherwise disciplined if the probationary employee is unable to perform adequately the functions of the position for which the probationary employee is hired or is otherwise unsuitable as an employee.
- 18.03 Notwithstanding other clauses in this Agreement, the benefits and privileges of seniority are not available to probationary employees.

ARTICLE 19

TEMPORARY EMPLOYEES

19.01 Individuals employed for temporary assignments are not included in this Collective Agreement.

## ARTICLE 20

## HUMAN RIGHTS

- 20.01 The Sexual Harassment Policy and complaint procedure as established by the Board and as amended from time to time shall apply to all employees covered by this Collective Agreement.
- 20.02 The Board and all employees recognize that every employee has the right to freedom from assault and harassment in the workplace. The policy statements of the Board on Safe Schools Policies and the Violence Prevention Policy shall apply to all employees covered by this Collective Agreement.
- 20.03 The Board agrees to continue to address the issue of the unpredictable, and aggressive behaviour of special needs students through the Board's Joint Medical/Physical Procedures Committee of which CUPE Local 1328 is a member. It is the Board's objective, in this regard, to establish and maintain measures and procedures to reduce the likelihood of incidents to the lowest possible level. In the interim the Board will continue with its in-service and training programs as on-going preventative measures. It is further understood that the Union may bring forth the issue of violence to the attention and discussion of the referenced joint committee.**

ARTICLE 21

EMPLOYMENT OF THE DISABLED

21.01 In the event that the Board wishes to employ a person or to arrange for the return to work of an employee who has a disability that constitutes a handicap, as defined in the Human Rights Code, in the performance of any work to be done by such person or employee for the Board, the Board may, with the consent of the Local Union and the person or employee concerned or the parent or guardian thereof, enter into an arrangement which provides for a wage rate, benefits and/or hours of work less than those provided in this agreement. Such arrangement is to be reviewed at least once a year.

## ARTICLE 22

## MISCELLANEOUS

## Communication/Meetings

- 22.01 The Board shall provide bulletin boards accessible to the employees and upon which the Union shall have the right to post notices of meetings, seniority lists provided by the Board, and other notices approved by the Board.
- 22.02 All correspondence between the Board and the local Union arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Education, Human Resources, to the President with copies to the Recording Secretary of the Local Union with copies to the Director of Education of the Board and the National Representative of CUPE assigned to the Local Union.
- 22.03 The Board shall supply sufficient copies of this Agreement for all employees within the bargaining unit and to each new employee at the time of hiring. The Board shall also supply 25 copies of this Agreement to the Union.
- 22.04 The Board agrees to send a copy of the "Excerpts from the regular meetings of the Board" to each of the President and Recording Secretary of the Local Union.

## Labour/Management Meetings

- 22.05 The Board agrees that representatives of its management will meet the officers of the Local Union periodically, but not more often than quarterly, to discuss matters of mutual concern. The Local Union shall provide a proposed agenda with any request for such a meeting. When meetings are held during an employee's working hours, the employee shall not suffer any loss in pay.

## Transportation

- 22.06(a) Employees shall not be required to use their own automobiles for Board business, except for travelling between locations, when the employees' regular assignment is in more than one location. The rates payable shall be as set out below, except that the minimum payable shall be a sum equivalent to the cost of two public transit fares per day, provided the distance by car is at least one (1) kilometre.
- (b) Employees who, with approval, use their cars (or other approved vehicles) in connection with the employees' work, shall be paid a travel allowance at the following rate:



\$0.38 per kilometre for the first 5,000 kilometres in a calendar year, and  
 \$0.31 per kilometre for the subsequent kilometres travelled.

**Effective September 1, 2006 at a rate of,**

**\$0.42 per kilometre for the first 5,000 kilometres in a calendar year,  
 and**

**\$0.35 per kilometre for the subsequent kilometres travelled.**

**Effective September 1, 2007 at a rate of,**

**\$0.44 per kilometre for the first 5,000 kilometres in a calendar year,  
 and**

**\$0.37 per kilometre for the subsequent kilometres travelled.**

- 22.07 The Board will pay the cost of prior approved courses. Any funds granted to an employee for such purpose shall be in accordance with the following:
- (i) the applicant shall have a minimum of **two (2)** years experience with the Board;
  - (ii) applications shall be submitted in writing not later than **May 31** to the Superintendent of Education, Human Resources;
  - (iii) selection shall be made by a committee comprised of equal numbers of employees and the Board's administrative officials but not more than three (3) of each; AND
  - (iv) the committee shall make recommendations to the Director of Education taking into consideration the high quality of service of applicant and the relative length of service of the applicants.
- 22.08 Employees shall not be required to assume any expenses authorized by the employee's Principal.
- 22.09 As provided in The Education Act, the Board shall reimburse an employee's legal costs where an employee has been acquitted of a criminal charge related to or arising out of employment with the Board.

#### Working Conditions

- 22.10 a) Employees will not be required to perform the work that is exclusively within the scope of those employees of other bargaining units except in the case of emergency situations.

- b) Copies of the Letter of Understanding re: Joint Committee on Working Conditions appended to the collective agreement shall be distributed to Principals during the fall term of each new school year.
- c) When employees are required to assist with supervision of exams a teacher must be present.

22.11 Employees may be requested to participate in the IPRC process as deemed necessary by the Principal.

#### Job Sharing

22.12 Employees may apply for Job Sharing under the following conditions:

- (i) employees must commit themselves to at least one (1) year of job sharing;
- (ii) an initial extension for one year will be available upon the mutual agreement of the employees and the Board and subsequent annual renewals will be available with the agreement of the parties and the Board;
- (iii) both employees must agree to the Job Sharing of a full-time position at one (1) location;
- (iv) no more than ten (10) new Job Sharing arrangements involving not more than twenty (20) employees shall be granted during the life of this agreement;
- (v) employees are not eligible to bid on positions which become effective during the term of the job sharing arrangement.
- (vi) in the event that one employee is unable to honour the commitment for job-sharing, the arrangement shall be considered terminated and the employee(s) shall be reassigned. Such reassignment shall be determined by the Board in consultation with the employee(s) and may include a return to full-time in the same position, a request to enter into a new job sharing arrangement at the same location with another employee, or a reassignment of one of the employees in the position on a regular part-time basis. The employee(s) may also apply for other available positions within the bargaining unit.
- (vii) in the event that the Job Sharing arrangement is terminated by the Board during the initial one year period or at the time of the annual renewal, the two employees shall be reassigned subject to the availability of positions for which they are qualified. Such reassignment shall be determined by the Board in consultation with the

two employees affected. Alternatives may include the retention of one of the employees in the position on a full-time basis and the reassignment of the other either part-time or full-time, or the reassignment of both employees to regular part-time or full-time positions, if available.

- (viii) the principal must agree to the Job Sharing; and
- (ix) Job Sharing will not be considered beyond the normal retirement age.

### Advisory Redeployment

22.13 In the event of a reduction in the workforce causing layoffs, except for the reduction of hours of work due to student enrolment, an Advisory Redeployment Committee shall be established no later than two (2) weeks after notice of layoff is given to the Union provided that an entire department or a minimum of 20 CUPE 1328 SBESS employees are affected.

The mandate of the Committee is to:

- i) identify and propose alternatives to the proposed layoff(s) of the position(s).
- ii) identify vacant positions, or positions which may become vacant, within a twelve (12) month period either;
  - a) within the bargaining unit;
  - b) within another CUPE bargaining unit.
- iii) Where applicable, identify retraining needs of workers.
- iv) The parties shall make every effort to find alternatives to layoffs.
- v) The Advisory Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and the Union. Meetings of the Advisory Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time.
- vi) Each party shall appoint a co-chair for the Advisory Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.

- vii) The Committee shall report its findings and make its recommendations to the Director of Education.

### Protective Equipment

- 22.14 Employee shall be provided with protective equipment and special purpose clothing where deemed necessary by the Board.

### Accommodation During Pregnancy

- 22.15 Where the parties agree that working conditions may be hazardous to the unborn child or to the pregnant employee, and where the employee has submitted a medical note outlining her specific restrictions during pregnancy, the employee shall be temporarily assigned to a vacant position during the duration of the pregnancy, provided the employee is capable of performing the essential duties of that vacant position. Such temporary assignment shall be granted without regard to seniority unless more than one person is seeking a pregnancy accommodation to the same vacancy. In such cases, seniority shall be the determining factor. If there are no vacant positions, the employee will be placed in a temporary position which accommodates their specific restrictions. At the end of the maternity leave, the employee will return to work in accordance with Article 16.07(d).

- 22.16 Support staff shall not be required to examine students for communicable conditions or diseases. Notwithstanding, support staff may report any suspicion of such conditions or diseases to their Principal.**

### Criminal Record Checks

- 22.17 The storage of documents related to a criminal record check or an offence declaration shall be kept confidential and separate from personnel files with access limited to the Superintendent of Human Resources and designates.

## ARTICLE 23

PLAN FOR SICK LEAVE AND  
RETIREMENT GRATUITY

## 23.01 GENERAL

- (i) Under authority of section 39 of the School Administration Act, 1967, now The Education Act, a plan for SICK LEAVE AND RETIREMENT GRATUITY based on sick leave credit was revised as of September 1, 1969, for every employee eligible under section 5 hereof and, subject to the final authority of the Board, the administration of the plan shall be vested in the Director of Education.
- (ii) The Director of Education shall have the power to do and perform all things necessary for the conduct of the plan including the power, subject to appeal to the Board, to allow or disallow any sick leave credit or deduction therefrom under this plan and to compute upon severance of employment, the gratuity, if any, payable to the employee.
- (iii) The Director of Education shall direct that records of sick leave credits, accumulated sick leave and deductions therefrom be maintained.
- (iv) In the case of dispute with respect to any matter concerning the operation of this plan, the decision of the Board shall be final.
- (v)
  - (a) All employees of the Board or the permanent or probationary staff other than those subject to other agreements shall be included under this plan.
  - (b) Persons employed on a part-time basis shall be included under this plan. The benefits will be calculated on a pro rata basis.
  - (c) Temporary employees who are employed for a specific period of time shall be entitled to sick leave credits on a pro rata basis. However, temporary employees who are employed on a day-to-day basis, or at any hourly rate of payment, shall not be included under this plan.
- (vi) Sick leave credits shall be calculated for a working year of ten (10) months from September 1 at the rate of two (2) days per month. Sick leave credits shall be calculated for a working year of more than ten (10) months from January 1 at the rate of two (2) days per month. For any employee commencing employment after the first day of the working year, the sick leave credit shall be prorated at the stated rate per month from the date of commencing employment until the end of the working year.

- (vii) The initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illnesses. Any additional accumulation beyond 12 days may be used either for personal illness or for other leaves of absence as defined in the collective agreement.
- (viii) At the commencement of employment, and at the beginning of each working year, the employee's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month.
- (ix) One hundred per centum (100%) of unused sick leave may be accumulated.
- (x) While an employee is on leave of absence without pay or is on layoff the employee shall not accumulate any sick leave credits but shall retain whatever sick leave credits that may have accumulated at the date of such leave or layoff and be entitled to the use thereof upon the employee's return from such leave or upon being rehired subsequent to being recalled.

#### 23.02 INITIAL CREDIT AND TRANSFER

- (i) (a) Cumulative Sick Leave Plan in operation prior to September 1, 1969, will be credited to the employee's account in the revised plan.
- (b) Initial credits shall apply to employees of the Board on September 1, 1969.
- (ii) Where an employee of a municipality or local board, which has established a sick leave credit plan under The Municipal Act or similar legislation, becomes an employee of this Board on or after the effective date of this plan (September 1, 1969) said employee shall be entitled to have placed to the employee's credit in the plan of the municipality or local board by which the employee was previously employed to the maximum allowed under the Toronto Catholic District School Board plan.
- (iii) Where an employee of this Board becomes an employee of another board or municipality, said employee shall be entitled to a transfer of the employee's sick leave credit to the sick leave plan, if any, of the new employer. (Ref. The Municipal Act, section 386, paragraph 49)
- (iv) No transfer into, or out of, the sick leave credit plan of this Board shall be made if the employee receives from the first of the two employers a gratuity or other allowance paid in respect to accumulated sick leave.

- (v) In the event of re-employment of an employee, the Board shall reinstate the accumulated sick leave allowance held by the employee on resignation, provided that the employee has not had intervening employment that interrupted the continuity under which such sick leave credits are accumulated and that the period of non-employment does not exceed six (6) months from the date of resignation.

#### 23.03 ABSENCE WITH DEDUCTION FROM SICK LEAVE CREDIT

- (i) Absence for illness of the employee for a period of three (3) consecutive working days or less may be certified by the school principal or by the official of the board in charge of the appropriate department. Absence over three (3) consecutive working days **may** be certified by a qualified medical or dental practitioner and it is the responsibility of the employee to provide this evidence to the Board within five (5) days **of such request**. The Board reserves the right to have a medical practitioner of its own choice make an examination of an employee at any time before allowance for sick leave is given or while benefits from the plan are being received.
- (ii) Deductions shall be made from an employee's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the employee for absence beyond the number of days to said employee's credit in the sick leave plan.
- (iii) If an employee submits a resignation effective earlier than the last day of the working year, deduction shall be made from the sick leave credit for the remaining months of the year at the stated rate of allowance per month, or fraction thereof.

#### 23.04 WORKPLACE SAFETY AND INSURANCE

Under the Workplace Safety and Insurance Act this Board provides protection for its employees for loss of salary due to injury sustained in the course of duty. Absence of one working day or less will be charged to sick leave credit. Absences in excess of one day will not be charged to sick leave credit.

#### 23.05 RETIREMENT GRATUITY

- (i) An employee upon retirement or death shall be entitled to a gratuity based on the unexpended portion of the employee's sick leave credit (less any accumulated credits which have been used for leave purposes) in accordance with the following:



- (a) the employee's normal weekly salary at the time of retirement or death shall be divided by 5. **The employee's normal weekly salary at the time of retirement or death is understood to reflect the weekly salary at the employee's basic time class.** The result shall be multiplied by the number of unused accumulated days of sick leave times the applicable of the following percentages:

Year of Service	Percentage of Leave Credits
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	12
12	14
13	16
14	18
15	21
16	24
17	27
18	30
19	33
20	36
21	39
22	42
23	45
24	48
25	50

but in no circumstances shall such gratuity exceed 50% of the employee's annual rate of salary at the date of such retirement or death;

- (b) the said gratuity shall be payable:

- A. upon the death of an employee to the beneficiary named in the employee's life insurance policy with the Board, and
- B. upon the retirement at age 55 years or more of an employee on an OMERS pension to such employee;

- (c) employees on staff as of June 30, 1969, may have their sick leave accumulated and their retirement gratuity calculated on the plan in force on June 30, 1969;
- (d) no employee shall be entitled to more than an amount equal to the employee's salary, wages or other remuneration for one-half the number of days standing to the employee's credit and in any event not in excess of the amount of one-half year's earnings at the rate received by the employee immediately prior to termination of employment (ref.

The Education Act and the Municipal Act);

- (e) (i) the computation of the gratuity shall be based only on sick leave accumulated in service with this Board.
- (ii) the retirement gratuity shall be paid in one amount on the first of the month following termination of employment, according to the option of the employee.
- (iii) In the event of the death of an employee, the retirement gratuity calculated on the cumulative sick leave credits at the time of death shall be paid to the beneficiary named in the employee's Group Life Insurance Policy.
- (iv) The Board shall have the right at all times to withhold payment of a gratuity to a person discharged for reasons which the Board may deem to have moral or legal implications.

#### 23.06 AMENDMENT OR REPEAL

The Board reserves the right to amend, repeal or re-enact any clause of the plan.

ARTICLE 24

IMPLEMENTATION AND TERMINATION

24.01 Save as otherwise set out, this Agreement shall become effective on the **September 1, 2005** and shall terminate on **August 31, 2008**.

ARTICLE 25

NOTICE OF RENEWAL

25.01 Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on ten (10) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested.

25.02 For the purpose of sending proper notices herein the following shall be addresses of the respective parties:

Director of Education  
Toronto Catholic District School Board  
80 Sheppard Avenue East  
North York ON M2N 6E8

Canadian Union of Public Employees  
National Office  
305 Milner Avenue  
Suite 800  
Scarborough ON M1B 3V4

Canadian Union of Public Employees  
Local 1328  
c/o The President  
Catholic Education Centre  
80 Sheppard Avenue East  
Toronto, ON M2N 6E8

25.03 Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

IN WITNESS WHEREOF the Board has caused its corporate seal to be affixed hereto under the hands of its proper officers authorized in that behalf and the authorized representatives of the Union and of the Local Union have hereunto set their hands and seals.

*Toronto Catholic District School Board*

*Canadian Union of Public Employees  
Local 1328*

APPENDIX A  
SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) PLAN

1. The object of this SUB Plan is to supplement the employment insurance (E.I.) benefits received by employees from the Human Resources Development Canada (HRDC) for temporary unemployment caused by pregnancy or adoption leaves granted in accordance with, and pursuant to, the Collective Agreement to which this Plan is appended.
2. The other requirements for receipt of a SUB are:
  - (a) the employee must be eligible to receive E.I. pregnancy or adoption benefits from the HRDC;
  - (b) an application for SUB must be made by the employee on a form to be provided by the Board and the employee shall provide verification of the approval of the E.I. claim indicating the weekly amount to be paid by the HRDC;
  - (c) the employee shall sign an agreement with the Board indicating:
    - (i) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the Collective Agreement to which this Plan is appended) after returning from the employee's pregnancy leave or adoption leave (and any subsequent leave granted by the Board under the terms of the Collective Agreement to which this Plan is appended;) and
    - (ii) that should the employee not comply with (i) above, the employee shall reimburse the Board any monies paid to the employee under this SUB plan.
3. An employee must have applied for E.I. benefits before a SUB becomes payable.
4. An employee disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SUB. A SUB payment shall be made only when it has been verified that the employee has applied and qualified for E.I.
5. An employee shall not have the right to a SUB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
6. The benefit level paid under this Plan is set at a weekly rate equal to the benefit payable by the HRDC.
7. The two week waiting period before E.I. benefits commence is the maximum number of weeks for which a SUB is payable.
8. The duration of this Plan is from the first day of January, 1991, or the date of approval of this Plan by the HRDC, whichever is later. Should the HRDC remove approval of the Plan, the Plan becomes null and void.

APPENDIX B

**September 2005**

**Ms. Maureen Ryan**  
President  
CUPE Local 1328  
c/o C.E.C.

Dear **Ms. Ryan**

RE: OHIP

In recognition that, effective January 1, 1990, OHIP was fully funded by means of an employer payroll tax, it is agreed that all Collective Agreement provisions with respect to OHIP will be removed from the Collective Agreement. If later OHIP funding reverts back to a premium payment system, it is agreed that all OHIP provisions, removed as a result of employer payroll tax funding, will be reinstated in the Collective Agreement, with funding up to 100% of the premium levels.

B. Dubniak  
Senior Coordinator of  
Employee Relations

## APPENDIX C

## LETTER OF UNDERSTANDING

## RE: EMPLOYMENT INSURANCE SUB PLAN

WHEREAS the Board has been informed by HRDC that the Supplemental Unemployment Benefit ("SUB") Plan respecting pregnancy and parental leaves under the said collective agreement does not meet all the conditions of subsection 57(13) of the Employment Insurance Regulations;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter expressed and contained, the Board and the Union do covenant, undertake and agree the one with the other as follows:

1. Employees must apply for and must be in receipt of employment insurance benefits to receive payments under the SUB Plan within the meaning of s.57(13)(c) of the Employment Insurance Regulations.
2. Employees have no vested right to payments under the SUB Plan except to payments during a period of unemployment specified in the SUB Plan within the meaning of s.57(13)(h) of the Employment Insurance Regulations.
3. Payments to Employees respecting guaranteed annual remuneration or respecting deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SUB Plan within the meaning of s.57(13)(i) of the Employment Insurance Regulations.

## APPENDIX D

## LETTER OF UNDERSTANDING

## RE: JOINT COMMITTEE ON WORKING CONDITIONS

The parties agree to continue in pursuing efforts for the implementation of those recommendations developed by the Joint Ad Hoc Committee that was established during the negotiations of the 1992-1994 collective agreement. The recommendations and the Report of CUPE Local 1328 to the Ad Hoc Committee are included in the following pages.

1. That CUPE Local 1328 present the contents of this report (with special reference to Appendix C) to its School Based Support Members at a designated meeting in September 1993 and subsequent Septembers thereafter.
2. That Superintendents of Education clarify with their Principals the agreed upon understandings of this report (with special reference to Appendix C) in September 1993 and subsequent Septembers thereafter.
3. That the Staff Development Department plan one P.A. Day each year to deal exclusively with the function of School Based Support Staff.
4. That Program Design Division provide training for School Based Support Staff required to perform special functions.

APPENDIX C - Report By CUPE Local 1328 To The Ad Hoc Committee On Working Conditions Of School Based Educational Support Staff

The Ad Hoc Committee on working conditions of School Based Educational Support Staff was established under a Letter of Understanding dated November 4, 1992 appended to the Collective Agreement.

During the course of our discussions the following main problem areas were identified:

The role of the School Based Education Support Staff has not been clearly defined and as a result these employees are being used in an inconsistent, and often inappropriate manner.



The Support Staff are often considered the most expendable staff members and, as a result, are shuffled to cover whatever scheduling emergencies etc. which arise in the school, e.g. covering for teachers accompanying students to sport events, replacing absent teachers, replacing classroom teachers to enable them to have prep time, etc.

Some Principals/Vice Principals/Department Heads are not conversant with the Collective Agreement. In many instances even if they are conversant with the terms and conditions, they are not prepared to abide by them.

Local 1328 would like to offer the following observations/solutions/recommendations:

On assignment to a school, when there is a change in administration or teacher, at the start of each semester in Secondary Schools or when the employee's assignment is changed, the role of the Support Staff be clearly defined with all parties concerned.

The words "other duties as assigned" in all job descriptions, relates to duties specific to the particular job class and does not include assuming the responsibilities of any other job classification, such as replacing an absent School Secretary.

Support Staff required to perform special functions, e.g. tube feeding, stoma expression, physiotherapy etc. must receive adequate instruction by a trained professional. It must also be emphasized that Support Staff required to accompany students to job locations and assisting in other life skills training, or required to administer medications etc., must be covered by signed parental permission/release forms.

The main duty of the Support Staff is to assist teachers in the classroom in the delivery of programs to the students. This, however, does not mean assuming the duties of the teachers. It is not the function of the Support Staff to develop or modify programs for students. Neither should they be used, except in extreme emergencies, to cover for absent staff etc. By removing Support Staff, on the slightest pretext, from the duties to which they have been assigned negates the reason for their presence in the school in the first place.

Proportionately, supervisory duties within the school should be fairly/equitably distributed among all staff. Support staff assigned to a Special Needs student(s) who require(s) constant supervision/assistance should be exempt from ALL other supervisory duties except those pertaining to the Special Student(s).

There should be In Service given to all Principals, Vice Principals and Department Heads on the terms and conditions of the School Based Education Support Staff Collective Agreement, with particular emphasis on Article 10 covering Period of Work. The Local Union is prepared to assist here in any manner.

Support Staff should not be required to assume out- of-pocket expenses incurred in the performance of their duties.

Article 16.14(a) states that the Board will provide one P.A. day each year to deal specifically with the function of the Support Staff. This has not been the practice in the past. Perhaps P.A. Days in the future could address such issues as behaviour management, student integration, and strategies for working with developmentally handicapped children etc. Once again, the Local Union is prepared to be of assistance here.

The Local Union would like to emphasize that the Support Staff enjoy working with the students and other school staff, but would like to be recognized as professional service providers. It is demeaning and demoralizing when working conditions and attitudes convey the opposite impression.

The implementation of said recommendations can be addressed by the union/management committee provided for by the collective agreement.

APPENDIX E  
LETTER OF UNDERSTANDING  
RE: MEDICAL/PHYSICAL PROCEDURES

During the course of the negotiations for the renewal of the collective agreement expiring August 31, 2001 the issue of the Union's participation on the Board's joint medical/physical procedures committee was discussed.

This Letter of Understanding confirms CUPE Local 1328 as a member and participant of the Board's current joint medical/physical procedures committee.

APPENDIX F  
LETTER OF UNDERSTANDING  
CONSULTATION REGARDING POLICY CHANGE

During the course of negotiations, the Local Union expressed concerns with regard to the potential impact on the Union and its members of any major changes in Board policies and the procedures therein. In this regard, the Local Union and the Board will meet to endeavour to establish mutually agreeable processes to consult with the Local Union prior to the implementation of any such changes.

**APPENDIX G  
LETTER OF UNDERSTANDING  
PROFESSIONAL DEVELOPMENT**

**Further to the discussion that took place during the negotiation of this agreement, the parties agree to establish a joint committee to discuss the issue of professional development for the members of this bargaining unit. The committee shall consist of no more than three (3) representatives of each of the parties.**