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**COLLECTIVE AGREEMENT**

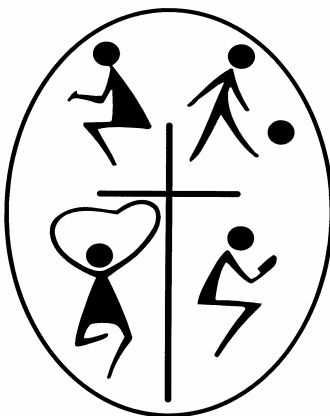
**between**

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 1571**



*Agreement Effective*

*September 1<sup>st</sup>, 2003 – August 31<sup>st</sup>, 2005*

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**THIS AGREEMENT made as of the  
5<sup>th</sup> day of March, 2004  
between**

**the YORK CATHOLIC DISTRICT SCHOOL BOARD  
(hereinafter called the "Board")**

**and**

**the CANADIAN UNION OF PUBLIC EMPLOYEES  
(hereinafter called the "Union")**

**LOCAL 1571  
(hereinafter called the "Local Union")**

**The parties agree as follows:**

**ARTICLE 1 - RECOGNITION**

- 1.01** The Board recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work and other working conditions for all employees of the Board, including those regularly employed for not more than twenty-four (24) hours per week, engaged in maintenance, services and plant operations, save and except foremen, persons above the rank of foreman, office staff, and students working during summer vacation.
- 1.02** 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.
- 1.03** The masculine shall include the feminine and the singular the plural when the context so requires.

## **ARTICLE 2 - MANAGEMENT**

**2.01** The Union acknowledges that it is the exclusive function of the Board to:

- a) maintain order, discipline and efficiency;
- b) 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;
- c) 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,
- d) 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 of the Board shall be reserved to it except as may be inconsistent with the provisions of this Agreement.

**2.03** No discrimination will be practiced or permitted by either the Board or the Local Union, or any of their officers or representatives, against any employee or any representative of the Board, by reason of, or arising out of the activities of the Board, or out of Local Union membership or activity, whichever is applicable, or by reason of political affiliation, or by reason of race, colour, sex, age, creed, ancestry, ethnic origin, marital status, family status, citizenship, place of origin, sexual orientation, criminal record of offences, or handicap.

## **ARTICLE 3 - NO SOLICITATION**

**3.01** There shall be no solicitation 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 by this Agreement.



## **ARTICLE 4 - NO CESSATION OF WORK**

- 4.01** There shall be no strikes or lock-outs as long as this Agreement continues to operate.
- 4.02** In the event of any violation of Article 4 by any employees, the Board shall notify the President of the Local Union who shall instruct them to return to work and perform their usual duties.
- 4.03** Employees may refuse to cross a picket line erected by members of a different bargaining unit during a legal strike.

Employees who refuse to cross such a picket line shall be placed on an unpaid leave of absence until they either return to work or the legal strike has ended.

## **ARTICLE 5 - UNION REPRESENTATION**

### **5.01 A) BARGAINING COMMITTEE**

The Local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than six (6) employees, one of whom shall be the President of the Local Union. The other five members of the bargaining committee will include at most one maintenance employee, and at least one employee from each of the following groups; head caretakers and caretakers. Not more than one member of such committee shall be employed in the same building.

Such committee, together with representatives of the Union, shall represent the Local Union in all negotiations with representatives of the Board for a renewal of this Agreement. Members of such committee shall be paid at their applicable straight time rates for all times they are absent from their regularly scheduled work while engaged in negotiations with Board representatives.

### **B) GRIEVANCE COMMITTEE**

The Grievance Committee shall be limited to four members.

**5.02** The Local Union shall also appoint or otherwise select a steward to represent employees engaged in caretaking in each area (as listed in Schedule A) and stewards to represent those engaged in maintenance, one of whom shall be designated as chief steward. The selecting of a steward in a designated area does not in any way restrict the steward to that area.

The Local Union shall notify the Board in writing of the names of its officers, chief steward, stewards and members of the bargaining and grievance committees and of any changes upon occurrence.

**5.03** A steward's function shall be to assist an employee in the preparation and presentation of grievances to the Senior Manager of Human Resources. A steward, with the prior permission of the steward's supervisor, shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances. Such permission shall not be unreasonably withheld.

**5.04** Until such time as it believes the privilege of time off for servicing grievances is being abused, the Board will compensate stewards for any portion of their regularly scheduled work time spent with the prior permission of the steward's supervisor in servicing grievances.

## **ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION BOARD**

**6.01** 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.

**6.02** 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 delay shall be made in the following manner:

**6.03** **Stage One** The Union shall submit the employee's grievance, in writing, to the Senior Manager of Human Resources within five (5) working days of the date the alleged violation occurred. The grievance shall state the nature of the

alleged violation, the remedy sought and any provisions of the Agreement upon which the grievance is based.

The Senior Manager of Human Resources shall call a meeting of the grievor, the employee's steward, the Department Manager and the Senior Manager of Human Resources within five (5) working days of the receipt of the written grievance.

An official written response will be given to the Union within five (5) working days of the date of the meeting.

**6.04 Stage Two** If the response given at Stage One is not satisfactory to the Union, the Union shall re-submit the grievance to the Employee Relations Officer within five (5) working days of the receipt of the response.

The Employee Relations Officer shall notify the Union of the time and place at which a meeting will be called for the grievor, the grievance committee, the national C.U.P.E. representative and the Employee Relations Officer to discuss and consider the grievance and the response given by the Senior Manager of Human Resources at Stage One.

The Employee Relations Officer will make every effort to settle such grievance and will respond in writing to the Union within ten (10) working days of the Stage Two meeting.

**6.05 Policy Grievance** For the purpose of this Agreement, a policy grievance shall be defined as a difference between the Board and the Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual employees.

The Union shall submit the policy grievance, in writing, to the Senior Manager of Human Resources, stating the nature of the alleged violation, the remedy sought and any provisions of the Agreement upon which the grievance is based.

If the policy grievance is being put forward by the Board, it shall be submitted, in writing, as above, to the C.U.P.E. 1571 President.

The Senior Manager of Human Resources shall convene a meeting with appropriate Board and/or Union personnel to clarify and discuss the details of the policy grievance. In the event that the dispute is not settled through this informal discussion, Stage Two shall be invoked.

The Employee Relations Officer shall notify the Union of the time and place at which a meeting will be called for the grievance committee, the national C.U.P.E. Representative, the Senior Manager of Human Resources and the Employee Relations Officer to discuss, consider and attempt to resolve the policy grievance. A response (by the Union or the Board) will be provided within fifteen (15) working days of the Stage Two meeting.

**6.06** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined above, and which has not been settled, may be referred to a Board of Arbitration or sole arbitrator at the written request of either the Union or the Employer within fifteen (15) working days of the reply under Stage 2 of the grievance procedure.

No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.

**6.07** The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as the Chair chosen by the other two members of the Board.

**6.08** When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing addressed to the other Party indicating the name of its nominee to the Board of Arbitration. Within fifteen (15) working days of the request of either Party for a Board, the other Party shall answer, in writing, indicating the name of its nominee to the Arbitration Board.

**6.09** Should the two nominees fail to agree on a third person within fifteen (15) working days of the notification mentioned in Article 6.08 above, the Minister

of Labour will be asked to nominate a person to act as Chair of the Arbitration Board.

**6.10 a)** The Union or the Board may, refer the grievance to arbitration to be dealt with by a sole arbitrator. The other party shall within five (5) working days of receipt of such notice, reply in writing stating whether arbitration by a sole arbitrator is acceptable.

**b)** If in the reply referred to in 6.10 a), the other party states that arbitration by a sole arbitrator is acceptable, the parties shall endeavour to agree upon the selection of a sole arbitrator. If the parties fail to select a sole arbitrator within ten (10) working days, the appointment should be made by the Ministry of Labour upon the written request by either party.

**6.11** The decision of a Board of Arbitration (or a majority thereof), or a sole arbitrator, shall be binding on both Parties.

**6.12** The Board of Arbitration, or a sole arbitrator, shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of the Agreement.

**6.13** Each of the Parties to this Agreement will bear the expenses of their nominee and will jointly bear the fees and expenses, if any, of the Chair or sole arbitrator.

**6.14** Witness fees and allowances shall be paid by the party calling the witness.

## **ARTICLE 7 - DISCIPLINE/ DISCHARGE**

**7.01** A new employee shall be considered as a probationary employee for a period of sixty (60) days worked.

The probation period is calculated from the date of first commencing work for the Board.

The Union will not question the dismissal, suspension, or other discipline of any probationary employee, nor shall such dismissal, suspension, or disciplinary action be the subject of a grievance.

- 7.02** No employee, other than a probationary employee, shall be discharged or disciplined without just cause.
- 7.03** Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Stage Two.
- 7.04** The Board shall mail or deliver personally to the Secretary of the Local Union a copy of any document given to an employee warning the employee of possible discharge.
- 7.05** The Board will ensure that employees are notified of their right to have a steward present at any meetings with management regarding discipline or discharge. The steward and the employee will be provided with a room in which to meet to discuss the issue for up to one hour.

## **ARTICLE 8 - HOURS OF WORK**

**8.01** The normal work week for employees other than part time employees shall consist of forty (40) hours, comprising eight (8) hours per day for each employee to be worked as follows:

### **A) Caretaking Staff**

1. Days; 7:00 a.m. - 3:30 p.m., ½ hour unpaid lunch, (Head Caretakers & Caretakers and Matrons-Between 11:00 a.m. & 2:00 p.m.)
2. Mid Shift; 11:00 a.m. - 7:30 p.m., ½ hour unpaid lunch, afternoon premium
3. Afternoons; 3:30 p.m. - 11:30 p.m., ½ hour paid lunch, afternoon premium
4. Nights; 11:30 p.m. - 7:30 a.m., ½ hour paid lunch, night premium

No employee in the employ of the Board as of September 1, 1989 will be forced to accept the night shift.

B) Caretaking Staff

**i) Professional Activity/Educational/Faith Days**

The hours of work on Professional Activity, Educational and Faith Days shall be from 9:00 a.m. to 5:30 p.m. for those ordinarily working the afternoon shift and shall remain the day shift for those ordinarily working the day shift.

**ii) Summer Months**

During the first week of July and the last 2 weeks of August all afternoon caretaking staff shall work from 9:00 a.m. to 5:30 p.m.

- a) In schools where continuing education programs are offered during the summer months the hours of work for all afternoon caretakers shall be from 9:00 a.m. to 5:30 p.m.
- b) In schools without continuing education programs all afternoon caretaking staff shall work the day shift during the remaining weeks of July and August.

**iii) School Breaks**

During the student Christmas break and March break the hours of work for all caretaking staff shall be the day shift.

C) Couriers

Days; 8:00 a.m. to 4:00 p.m., ½ hour paid lunch

D) Maintenance Staff

1. Days: 7:00 a.m. – 3:30 p.m., ½ hour unpaid lunch
2. \*Nights; 11:30 p.m. – 7:00 a.m., ½ hour paid lunch

In the event that work must be done outside the presence of users of the Board buildings, Maintenance Staff will be assigned to the Night Shift as follows:

1. The employee will be given advance notice of at least one week.
2. The assignment will be for a minimum of one and a maximum of 4 consecutive weeks.
3. There is a maximum of 3 such assignments per year (September – August) unless the employee agrees to do more.

\*However, an employee may choose, where mutually agreeable to work the shift which follows:

Afternoons; 3:30 p.m. – 11:00 p.m., ½ hour paid lunch.

**F) Part-time Employees**

The normal work week for each part-time employee shall be less than forty hours and shall consist of such number of hours and be worked at such time or times as is set out in a schedule of operations posted by the Board from time to time.

Employees regularly required to work less than seven (7) hours a day shall be entitled to the benefits provided in this Agreement, including holidays, vacations, leave with pay and sick leave, and to the plans referred to in section 17.01 on a pro rata basis.

**G) Hours of Work**

The hours of work as specified in this article may be modified by mutual Agreement between the Union and the Employer.

**8.02** The Board does not guarantee to provide work for any employee or to maintain the work week or working hours to be in force at the commencement of the Agreement. In the event of a system-wide reduction of the hours of work in the work location, the employees whose hours are reduced will be those in each job classification (Schedule B) with the least seniority.

**8.03 Overtime - Work on Saturday/Sunday**

An employee may be required, in the event of an emergency or heavy workload, as determined by the Board, to work in excess of the employee's normal work week, including Saturday and Sunday.

It is agreed that for all time worked on a Saturday, employees shall be paid at the rate of time and one-half (1½) and for all time worked on a Sunday, employees shall be paid at the rate of double (2) time. On Saturday and Sunday employees will be paid a minimum of four (4) hours.



This overtime pay does not apply to the night shift that commences Friday night and ends Saturday morning.

Distribution of overtime will be accomplished in the following way:

A) For Caretaking employees:

1. The Board will maintain a list of employees who have expressed a willingness to accept overtime. This list will be posted in every location.
2. Overtime will be shared fairly among employees in each location. Employees on the list may refuse the overtime. In this event, such employee goes to the bottom of the list as if the employee had accepted the overtime.
3. In the event that no one on the list accepts the overtime, it shall be offered, on a rotation basis, to employees within the same family of schools who have indicated an interest in working overtime.
4. In the event that no one accepts the overtime, it shall be assigned to the least senior employee(s) on duty at the time and location that the overtime is required.

B) For Maintenance employees:

1. The Board will maintain a list of employees who have expressed a willingness to accept overtime.
2. Overtime will be shared fairly among employees who are willing, qualified and available to perform the work which is required. Employees on the list may refuse the overtime. In this event, such employee goes to the bottom of the list as if the employee had accepted the overtime.
3. In the event that no one on the list accepts the overtime, it shall be assigned to the least senior employee(s) on duty at the time who is/are qualified and available to perform the work which is required on a rotation basis.

**8.04** In the event that an emergency necessitates the recall of an employee to work, such employee will be paid at one and one-half (1½) the regular rate with a minimum guarantee of four (4) hours straight time. If such recall occurs after

12:01 a.m. and does not immediately precede the start of the morning shift, the employee shall receive a minimum of six (6) hours straight time. The assignment of such emergency recalls is the exclusive responsibility of the Board.

All calls from security which do not require a recall back shall be paid a minimum of two (2) hours.

**8.05 Overtime - During Regular Work Week**

All time worked in excess of a regular full-time workday or workweek as specified in Article 8 shall be considered as overtime and shall be paid for at the rate of time and one-half (1½).

**8.06** A list shall be provided to the Union executive every three (3) months showing the distribution of overtime. The Board reserves the right to refuse overtime to any employee whose disciplinary file is active.

**8.07 Lieu Time**

Instead of a cash payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee may accumulate up to a maximum of 2.5 working days, which may be taken off during Christmas, March Break or during the month of July and the first two weeks of August.

**ARTICLE 9 - SPECIFIED HOLIDAYS**

**9.01 a)** The following shall be specified as holidays under this Agreement: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day, or such day as may be established as a holiday in lieu of any said days.

When Christmas falls on any day other than Monday or Sunday, the period from noon on the preceding day shall be a holiday.

In addition to the above, a "Float Day" shall be provided in lieu of Heritage Day. In the event that Heritage Day or Remembrance Day is proclaimed a school holiday, that holiday will replace the float day. The scheduling of the float day shall be determined by the Board each year and will occur during the Christmas break.

b) "Qualifying Day" means all of an employee's last regularly scheduled work day or shift before the specified holiday or first scheduled work day or shift after a specified holiday.

**9.02** For the night shift, the holiday begins at 10:30 p.m. – 12:00 on the day of the holiday depending on the particular school start time.

**9.03** If an employee is required to work on any holiday, the employee shall be paid for work so performed at the rate of two (2) times the employee's applicable hourly rate in addition to any holiday pay to which the employee may be entitled under section 9.04, or the employee may, with the consent of the Board, elect to take an extra day off in lieu thereof.

**9.04 A.** An employee (other than a probationary employee) who is absent from work on a holiday because:

- a) the day is a holiday;
  - b) the employee has Leave of Absence with pay;
  - c) the employee is suffering from an illness or injury which requires the employee to be absent on either or both of the qualifying days, which absence is supported by a Physician's certificate to that effect; or,
  - d) the day was the employee's regular day off;
- shall be paid at the employee's applicable hourly rate.

**B.** The employee shall not be paid if:

- a) the employee is absent from work on either or both of the qualifying days for a reason other than as set forth in (c) above;
- b) the employee has been instructed to report for work on such holiday and has failed to do so;
- c) the employee has been granted Leave of Absence without pay for such holiday, or;

- d) the employee has not worked in the thirty (30) day period immediately preceding such holiday and is not receiving sick leave pay when such holiday occurs; should the employee be absent for more than such thirty (30) day period and be receiving sick leave pay, such holiday will be paid and a corresponding deduction made from the employee's remaining accumulated sick leave credits.

**9.05** An employee who completes the probationary period shall be paid for all holidays for which the employee would have been entitled to be paid if the employee had not been a probationary employee retroactive to the date of permanent hire.

## **ARTICLE 10 - VACATIONS**

**10.01** An employee shall be entitled to vacation with pay based on straight time regular earnings as follows:

- a) From the date of employ, continuous service to the first June 30th reached ... 1 day/month \* up to a maximum of 10 days .

As of that first June 30th, the employee is deemed to have completed the first year of service, regardless of the number of months employed. Subsequent years of service shall begin on July 1st and end on June 30th.

- \* In computing months of service, an employee is credited with a full month of service if at least 1/2 of the normal work days for that month are worked by the employee.

Subsequent entitlement based on number of full years' service completed by June 30th of the vacation year:

- b) 2 years but less than 3 years of service ... 10 days
- c) 3 years but less than 9 years of service ... 15 days
- d) 9 years but less than 18 years of service ... 20 days
- e) 18 years but less than 25 years of service ... 25 days
- f) 25 years or more of service ... 30 days

**10.02** The Board reserves the right to limit vacations 3 weeks before and 1 week after the first day of school for students in any school year.

**10.03** Each year the Board will, during the month of July, compute each employee's gross wages for the period between July 1st and the June 30th past. In the event the gross wages for that period are greater than the regular wages (straight time) for that period, the Board shall remit to each employee affected, a cheque based on the formula which follows:

$(\text{gross wages} - \text{regular wages}) \times \text{applicable rate}$

The applicable rates are:

|   |     |
|---|-----|
| for the employee mentioned in 10.01 (A) | 4%  |
| for the employee mentioned in 10.01 (B) | 4%  |
| for the employee mentioned in 10.01 (C) | 6%  |
| for the employee mentioned in 10.01 (D) | 8%  |
| for the employee mentioned in 10.01 (E) | 10% |
| for the employee mentioned in 10.01 (F) | 12% |

**10.04** Vacation schedules shall be posted by May 1st in each year and shall not be changed unless agreed to by the employees affected and the Board.

**10.05** If a holiday occurs while an employee is on vacation for which holiday the employee would otherwise have been entitled to be paid, the employee shall be entitled to a day off with pay at a time mutually convenient to the employee and to the Board.

**10.06** If during the employee's vacation an employee suffers an illness or accident which incapacitates the employee for more than five (5) 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 the employee shall be permitted to take the employee's vacation, or such portion thereof as the employee was so incapacitated, at a later time acceptable to the employee and the Board.

**10.07** During an employee's scheduled vacation, the employee will receive the regular straight time salary the employee would have received had the employee been at work on the regular pay date(s).

## **ARTICLE 11 - SENIORITY**

**11.01A)** For the purposes of this Agreement an employee's "Seniority" (other than that of a probationary employee) shall commence with the date of the employee's most recent hiring to the bargaining unit by the Board or any immediate predecessor Board.

Seniority shall be maintained and accumulated so long as the employee remains in the employ of the Board during:

- (i) a lay off within any period during which the employee was entitled to be recalled,
- (ii) any illness/injury or
- (iii) any approved leave of absence.

When an employee completes the probationary period, the employee shall be entered on the seniority list and shall rank for seniority from the date the employee was hired to a permanent position.

B) A loss in 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;
- iii) is laid off for at least twenty four (24) consecutive months;
- iv) fails, following a layoff, to notify the Board within seven (7) working days of the Board sending the employee a notice to return to work, of the employee's intention to return or fails to report for work on the date and at the time specified in such notice, which date is not sooner than said seven (7) days;
- v) fails to return from a leave of absence on the prearranged return to work date, unless reasonable explanation acceptable to the Board is given for the late return.

C) "Service" or "continuous service" shall be determined by the length of the employee's actual service with the Board and any immediate predecessor Board.

**11.02** The Board shall maintain a master seniority list showing the name, classification and hiring date of each employee. Seniority will be unit-wide.

**11.03** A seniority list shall be posted annually in each site and a copy thereof shall be sent to the Recording Secretary of the Union.

**11.04 LAYOFF PROCEDURE**

In all cases of layoffs and demotions due to a reduction in work force (other than layoffs and demotions of a temporary nature) employees shall be laid off or demoted in reverse order of their seniority ranking, provided the Board may retain sufficient employees in each job classification to meet the requirements of operations.

In the event of a layoff of a permanent or long term nature or the elimination of a position within the bargaining unit, the Board shall provide the Union with no less than thirty (30) days notice of the proposed layoff or elimination of the position and provide to the affected employee(s) if any, no less than thirty (30) days written notice or pay in lieu thereof.

**11.05** In the event of any layoff, probationary employees shall be laid off after all supply caretaker assistants and thereafter employees shall be laid off in accordance with section 11.04. If an employee is not returned directly to the classification the employee had before the layoff, the employee will have the first opportunity to be transferred back to the employee's original classification when an opening occurs.

**11.06** No employee shall be laid off while a supply caretaker assistant is employed at a job in that employee's classification or at a job which the employee is capable of doing.

## **11.07 RECALL PROCEDURE**

Employees with seniority who are laid off shall retain their seniority and right of recall for a period of twelve (12) months.

When a vacancy occurs, the Board will recall individuals with a right of recall to their job classification provided they are qualified to fill the normal requirements of the job, in reverse order to which they were laid off. Employees on the recall list shall be responsible for informing the Board of any change to their mailing addresses.

Notice of recall shall be sent by registered mail or courier 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) working days after the date of such notice. If the employee does not reply within seven (7) working 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. While recalling an individual in accordance with the foregoing, the Board shall be entitled to fill any job available on a temporary basis not to exceed ten (10) working days, but it shall give a laid-off individual an opportunity consistent with the requirements of such job and the seniority of the laid-off individual, to do such job if the employee is readily available and can perform the work.

Regardless of classification, employees on the recall list shall be recalled to positions for which they are qualified or for temporary positions as available.

No supply caretaker assistant shall be hired for any job while an employee who is capable of doing that job remains laid off and is willing to be recalled.

**11.08** The Board will offer alternative employment with the Board to any employee who has at least two (2) years' service with the Board, if it is proposing to lay off as a direct result of the Board contracting out any work.



**11.09** During the term of the Agreement the Board will not enter into any contract with any contractor for the performance of caretaking and courier services in any schools.

**11.10** While it is recognized that the Board has the right to contract out in case of emergency or temporary work load the Board agrees that there will be no change in the present practice of Maintenance operations and that no Maintenance employee will be laid off or suffer a change in job status as a result of contracting out.

## **ARTICLE 12 - JOB POSTING**

**12.01** When (i) a vacancy, other than a temporary vacancy as defined in Article 12.04, occurs in any job classification covered by this Agreement, or (ii) a new job classification covered by this Agreement is created, the Board shall, if it determines to fill such vacancy or new job classification, post it in a timely manner for five (5) working days, setting forth the position, the location, the shifts, the rate(s) of pay, and the qualifications necessary to perform the normally required work. Any employee may apply for such position in writing within such five (5) days. A temporary vacancy in a higher rated position will be filled by the senior employee at the location where the vacancy exists, provided the employee has the capacity to perform the normally required work. In the case of a short term temporary vacancy, i.e. up to 4 weeks, the most senior employee at the location where the vacancy exists will be assigned.

**12.02** The Board shall consider the following two factors in determining which employee is to be selected:

- A) The seniority of the applicants.
- B) The skill, the training, the knowledge, the related experience and the ability to perform the normally required work.

When in the judgment of the Board which shall not be exercised in any unfair and unreasonable manner, factor B) is relatively equal as between two (2) or more applicants, their seniority shall govern. If none of its existing employees is qualified to fill a vacancy, the Board may engage an employee from any other source.

The Board shall notify the Union and all the applicants of the name of the person chosen.

An employee promoted to a new position shall serve a 60 work day trial period.

If the employee's performance during the trial period is not satisfactory, the employee shall be returned to the position and wages from which such employee was moved. This is with the understanding that the employee may be returned to the original school from which the employee was moved.

If this is impossible because there is no vacancy in the original school, the Board shall make every attempt to assign the employee to a school in the area and give him/her priority, notwithstanding his/her seniority, for any suitable opening in his/her original school.

All vacancies shall be filled within thirty (30) days after closing of the posting period.

**12.03** The Board shall notify the Local Union of all hirings, layoffs, recalls, fillings of vacancies and new job classifications pursuant to section 12.01, transfers and terminations of employment.

**12.04** A temporary vacancy is defined as:

A) One where the incumbent in the position is expected to return within one year. This time period may be longer when the replacement is for someone on sick leave or pregnancy/parental leave OR,

B) One where the position is of a definite limited duration not to exceed six months, except if the Board and the Union agree to extend it.

**12.05** Employees shall be limited to one (1) move in each one (1) year period unless the move is for promotional purposes. Employees assigned by the Board to a 20-20 position are not subject to this article.

## **ARTICLE 13 – WAGES**

**13.01** The wage rates payable by the Board to employees in the job classifications established from time to time by the Board during the life of this Agreement shall be set out in Schedule "B" hereto, which said schedule forms a part of this Agreement. Payment shall be made by direct deposit.

## **ARTICLE 14 - SICK LEAVE**

**14.01** Sick leave means the period of time an employee is permitted to be absent from work with pay by reason of being sick, disabled because of an accident or because the employee is quarantined by a medical health officer (hereinafter collectively referred to as "sickness").

**14.02** Each employee, other than a probationary employee, will be allowed not more than twenty-four (24) days sick leave credit per year on the basis of two (2) days for every month of active service.

If an employee is absent for any reason (other than being on vacation or leave of absence without pay or layoff - see Article 14.06) in any calendar month for more than ten (10) regular work days, the employee shall be credited to the nearest half day with sick leave equal to twice the number of days the employee was at work divided by the number of regular work days in such month. The number of hours in a day of sick leave credit to which a regular part-time employee is entitled shall bear the same ratio as the number of hours the employee normally works in a day does to the number of hours in a regular full-time workday.

Upon completion of the employee's probation an employee shall be credited with sick leave on the basis of the foregoing, but the employee shall not be paid for any sickness which occurred during the probationary period.

**14.03** If in the calendar year an employee has not used all the sick leave to which the employee was entitled, the employee shall be entitled to accumulate and carry forward such unused portion for use in future years provided that at no

time shall the employee's credited sick leave exceed two hundred and thirty (230) days.

**14.04** If an employee is unable to work by reason of sickness for the undermentioned periods, then a deduction in the amount set opposite shall be made from the employee's credited sick leave (if any):

**0 - 4 hours ( .5 day)**

**4 - 8 hours ( 1 day)**

In the event that the employee's absence qualified him/her for WSIB benefits, full wages will continue to be paid if pro rated sick leave credits are available to be deducted for the portion not covered by WSIB.

**14.05** The Board may require an employee to produce a physician's certificate to support an absence on account of sickness in excess of five (5) days, and if it has expressly notified the employee, may require the employee to produce such a certificate to support an absence on account of sickness of any duration. In addition, the Board may require the employee to undergo an examination by a physician selected by the Board. An employee must make every reasonable effort to notify the employee's supervisor of any absence due to sickness.

**14.06** While an employee is on a leave of absence without pay in excess of ten (10) days or is on layoff, the employee shall not accumulate any sick leave credits, but shall retain whatever sick leave credit the employee 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 recalled.

**14.07** Leave without pay shall be granted to an employee who (i) is not entitled to sick leave but who is required to be absent by reason of sickness or (ii) is unable to return to work at the termination of the period for which sick leave was granted by reason of the employee's continued sickness provided such leave shall not prejudice the Board's right to discharge an employee because of frequent absences from work.

**14.08** The Board will maintain a record of all sick leave credits and shall notify each employee in writing once every calendar year as to the number of such credits. An employee may apply to the Board for information as to the amount of the employee's sick leave credit.

**14.09** If an employee (i) retires from the Board on an OMERS pension, (ii) retires at any time on an OMERS disability pension, or (iii) dies, the employee (or the employee's estate, as the case may be) shall be entitled to a gratuity calculated by multiplying the employee's normal rate of pay by 50% of the number of unused accumulated days of sick leave (not in excess of two hundred and thirty (230) days).

**14.10** No employee joining the Board after July 1, 1977 will be eligible for a gratuity on retirement.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **15.01 Compassionate Leave**

The Board shall grant to an employee requiring leave from work by reason of death in the employee's immediate family (spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, and grandchild) five (5) working days with pay. The actual length of such Leave shall be determined by the Board in accordance with the circumstances of such death and the responsibility of the employee for the funeral and other arrangements.

In the case of a sister-in-law or brother-in-law the actual length of such leave shall be determined by the Board in accordance with circumstances of such death and the responsibility of the employee for the funeral and other arrangements.

### **15.02 Funeral**

The Board shall grant up to one (1) working day leave with pay to an employee to attend a funeral, provided such employee has the previous authorization of the employee's supervisor, which shall not be unreasonably withheld.

### **15.03 Jury Duty/Subpoena**

An employee who is called for jury duty or is subpoenaed as a witness, other than in the employee's own cause, and who as a result thereof loses time from work, shall receive for each day so lost the difference between the employee's applicable hourly wage rate and the jury or witness fee (other than any mileage fee) to which the employee is entitled for such day. The Board will require the employee to furnish a certificate of service signed by the Clerk of the Court before making any such payment.

### **15.04 Union Business**

Upon written request by the Local Union given not less than ten (10) days in advance to the Board (provided that in unusual circumstances the Board may waive such ten-day requirement), the Board shall grant leave of absence without pay to the employees named in such request to absent themselves to attend conventions or seminars of the Union, limited, however, to no more than two (2) employees at any one time and to not more than sixty (60) work days per calendar year, provided (i) not more than one (1) employee at any one time shall be granted such leave from the same school or building or maintenance classification, and (ii) no one (1) employee shall be entitled to more than seven (7) such days off in any eight (8) week period.

Granting of any of the foregoing leaves may be withheld for reasons related to the requirements of operations. During such leaves, the employees will receive their regular remuneration and benefits from the Board and the Board shall invoice the Local Union for the costs incurred.

### **15.05 Vacation Extension**

An employee on application to the Board shall be granted leave of absence without pay for up to four (4) weeks, to be taken in conjunction with the employee's annual vacation, subject to the following provisions:

- i) such leave shall not be granted more than once every three (3) years,
- ii) such leave may be denied when in the opinion of the supervisor, the absence of such employee would impair the efficiency of operations and,
- iii) the application for such leave shall be made at least thirty (30) days in advance, but this period may be abbreviated in unusual circumstances.

### **15.06 Family Assistance**

The Board may grant an employee up to three (3) days per school year paid leave of absence where the Board is satisfied that such time off is necessary to enable the employee to assist a member of the employee's immediate family (as defined in section 15.01). The Board reserves the right to deny such time off for any reason including the requirements of operations. Such leave, if granted, shall be charged against the employee's accumulated sick leave. Additional days may be granted at the discretion of the Senior Manager of Human Resources, which shall not be unreasonably withheld.

### **15.07 Personal Time**

The Board may grant leave without loss of pay, not to exceed, in total, two (2) days per year, for the purpose of:

- a) a Dental, Doctor or Lawyer's appointment;
- b) inclement weather;
- c) moving to a new place of residence; and,
- d) attending a parent/teacher interview.

### **15.08 Pregnancy & Parental Leave**

Pregnancy & Parental Leaves will be in accordance with Sections 45-49 & 51-53 of the *Employment Standards Act*. (Appendix A)

Upon written request of the employee at the time of requesting the Pregnancy/Parental Leave, the Board will grant a leave of absence without pay to extend such period(s) to a one full year leave from the start of the Pregnancy/Parental leave.

An employee taking a pregnancy or parental leave is eligible to participate in the Board's SUB plan. The Board will use the Employment Insurance benefits stub as presented by the employee to the Board to determine the amount the employee will receive. This amount is equal to the Employment Insurance benefit for a two week period.

Should the Board extend the SUB plan to Parental Leaves for Adoption, the members of Local 1571 will be eligible for such plan under the same conditions.

**15.09 Union Release Time**

Upon written request from the Union the Board shall approve the release of an employee to the position of Union President. Such request shall be submitted to the Senior Manager of Human Resources prior to April 1<sup>st</sup> for the following school year.

No sick leave shall be credited to such employee but any unused sick leave credits accumulated prior to such leave shall be available to such employee on resumption of full time employment with the Board.

During the term of the release, the position vacated by the Union President will be posted and filled as a temporary position. The position vacated by the successful applicant to the temporary posting will be filled by a supply caretaker. When the term as local Union President ends, the incumbent and the employee temporarily replacing the incumbent shall be returned to the same positions they held previously.

The local Union shall pay the yearly salary and benefits of the employee. The Board shall administer such salary and benefits through the normal payroll process. The Union shall reimburse the Board within 30 days of receiving the Board's invoice.

**ARTICLE 16 - UNION DUES**

**16.01** The Board shall deduct, during the life of this Agreement, a sum equal to the monthly union dues as determined by the Union's constitution from the last pay due in each month to each employee.

The Board shall supply the Union, by the tenth day of the following month, with a list of all those employees who paid dues that month. The list shall include the following information regarding each employee:



- i) name
- ii) dues paid
- iii) wages earned
- iv) work location
- v) home address
- vi) seniority date

The Board agrees to provide, if possible, this information in a machine-readable format mutually agreed to by the parties.

**16.02** Any employee presently a member of the Union shall remain such during the currency of this Agreement as a condition of the employee's continued employment. Any employee hired on or after the date of this Agreement shall become a member of the Union at the conclusion of the employee's probationary period and shall remain as such during the currency of this Agreement as a condition of the employee's continued employment.

**16.03** The Board shall advise all newly-hired employees of the requirement they join the Union upon conclusion of the probationary period, in accordance with Article 16.02, and the Board shall also provide the employee with a copy of the Agreement.

**ARTICLE 17 - EMPLOYEE BENEFITS**

**17.01 Plan**

**Board's  
Percentage**

|   |      |
|---|------|
| MAJOR MEDICAL Benefit Plan<br>(presently covered by Sun Life Assurance<br>Company of Canada Policy) | 100% |
|---|------|

|   |     |
|---|-----|
| GROUP LIFE - an amount equal to 3 times<br>normal wages | 80% |
|---|-----|

|  |     |
|--|-----|
| DENTAL PLAN including Orthodontic &<br>Restorative options | 80% |
|--|-----|

Effective March 1, 2004 eyeglass coverage is increased to \$300.00 per family member every two (2) years, with a 75% recovery.

- 17.02** The Board shall contribute on behalf of its employees as required by the Ontario Municipal Employees' Retirement System (Basic Plan).
- 17.03**
- a) The Board will continue to contribute its share to the benefit plans mentioned in clauses 17.01 and 17.02 for an employee who is covered by the provisions of the *Workplace Safety and Insurance Act* for a period of one (1) year from the date of injury.
  - b) If an employee is absent through illness, the Board will continue to contribute its share to the benefit plans mentioned in clauses 17.01 and 17.02 for a period of six (6) months beyond the expiration of the employee's sick leave credits or until notified by the employee within the six (6) month period that the employee does not wish to return to work.
  - c) Employees may opt to remain in the benefit program at their own cost if they:
    - i) are on an approved leave of absence , or
    - ii) have taken an early retirement option and choose to remain in the benefit program until age 65, or
    - iii) are laid off and remain on the recall list.
- 17.04** The Board shall pay 100% to a maximum of \$250.00, towards the cost of tuition fees for a job related course offered through an accredited educational institution upon successful completion of the course. In order to be eligible to receive reimbursement, an employee must first request Board approval in writing by providing details of the cost of the course and a course outline.

## **ARTICLE 18 - MISCELLANEOUS**

### **18.01 Uniforms:**

- A.** The Board will provide to all regular employees a uniform and safety footwear voucher each year equivalent in value of \$375.00 for caretaking employees and \$425.00 for maintenance and courier employees.
- B.** All employees shall be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed and wearing safety footwear at all times when on duty. Maintenance employees shall be issued coveralls

and/or overalls as required at the cost of the Board. The Board shall provide one (1) raincoat for each three (3) employees in a school for use by the caretakers. Such raincoat shall be provided once in each thirty-six (36) month period.

**18.02 Bulletin Boards**

The Board shall provide bulletin boards accessible to the employees and shall post notices of Union meetings and other notices approved by the Superintendent of Human Resources on such boards.

**18.03 Use of Personal Vehicle**

If an employee uses the employee's vehicle on Board business as authorized by the employee's supervisor, the employee will be reimbursed as per Board policy.

**18.04** The Board may hire employees on a temporary or casual basis for special projects during periods of heavy work load and in emergencies for periods not to exceed three (3) months. Such employees will not normally perform the work normally done by the Board's maintenance staff.

**18.05** The Board will supply such tools as are determined by the Plant Supervisor.

**18.06 Performance Evaluation**

Employees shall be given at least three (3) days advance notice of a performance evaluation. No employee shall be evaluated by another bargaining unit employee and no employee will be required to evaluate his/her own performance.

**18.07 Employee Records**

a) Employment files maintained in the Human Resources Department shall be the only documents used in the making of any determination regarding an employee's employment. Access to an employment file may occur once per school year at a mutually convenient time. Any copies of documents contained in the employment file must be made at the employee's own expense.

b) Documents of a disciplinary nature shall not be placed in an employee's file without the employee's knowledge; such documents may be removed at the sole discretion of the Senior Manager of Human Resources upon receiving a written request from an employee.

### **Facilities**

**18.08** The Union may use Board facilities up to once per month for union business at no cost to the Union.

### **18.09 Legal Costs**

a) The Board may at its discretion, which shall not be exercised in an unfair or unreasonable manner, reimburse an employee's legal costs where an employee has chosen to appoint their own legal counsel and has been acquitted of a criminal charge arising out of any act, error or omission that occurred during the performance of an employee's duties while employed with the Board.

b) The Board shall, if circumstances render it inappropriate for an employee to continue his or her duties, suspend an employee with full pay and benefits pending the disposition of an investigation.

### **18.10 Joint Health and Safety Committee**

The parties agree that a Joint Health and Safety Committee has been established in accordance with the *Occupational Health and Safety Act*. C.U.P.E. 1571 shall be represented on the Joint Health and Safety Committee.

## **ARTICLE 19 - TECHNOLOGICAL CHANGE**

**19.01** The Board agrees to notify the Union in advance, of any technological changes which would result in the loss of employment or layoff of any employee in the bargaining unit. The Board also agrees to discuss with the Union practical ways and means of minimizing the effect upon the employees concerned prior to layoff.

The Board agrees to provide training to an employee(s) impacted by technological change that does not result in a layoff or loss of employment.

## **ARTICLE 20 - TERMINATION**

**20.01** This Agreement shall become effective on the 1<sup>st</sup> day of September, 2003 and shall terminate at midnight on the 31<sup>st</sup> of August, 2005.

## **ARTICLE 21 - NOTICE OF RENEWAL**

**21.01** Either party hereto may require the other party to enter into negotiations for the renewal of the 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. In the event such notice is given, then, notwithstanding the subsequent termination of this Agreement, the Board shall not, except with the consent of the Union, alter the rates of wages or any other term or condition of employment or any right, privilege or duty of the Board, the Union, or the employees and the Union shall not, except with the consent of the Board, alter any term or condition of employment or any right, privilege or duty of the Board, the Union or the employees, until the lapse of the appropriate period referred to in Section 81 (1) of the *Labour Relations Act* or until the right of the Union to represent the employees has been terminated, whichever occurs first. The grievance procedure, as provided herein, including arbitration, shall be available during the period while the aforesaid prohibitions continue in force with respect to any grievance or policy difference arising with respect to said rates of wages or any other term or condition of employment or any right, privilege or duty of the Board, the Union or the employees.

**21.02** For the purpose of sending notices herein, the following shall be addresses of the respective parties:

**The Employee Relations Officer**

York Catholic District School Board, Catholic Education Centre  
320 Bloomington Road West, Aurora, Ontario L4G 3G8

**The Canadian Union of Public Employees**

305 Milner Avenue, Suite 800  
Scarborough, Ontario, M1B 3V4

**The Recording Secretary - Local 1571**

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

**ARTICLE 22 - EMPLOYMENT OF WORKERS WITH DISABILITIES**

**22.01** 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 Section 9(b) of 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. Where authorization from the Director of Employment Standards is required for such purpose, the Board shall make application therefore.

# SCHEDULE "A"

## Families of Schools

| Brother Andre  | Cardinal Carter  | Fr. Bressani   |
|--|--|--|
| All Saints (east of McCowan)<br>Kateri Tekakwitha<br>St. Brigid<br>St. Edward<br>St. Joseph, Markham<br>St. Mark (S. of Bloomington)<br>St. Patrick, Markham                         | Holy Name<br>Holy Spirit<br>Light of Christ<br>Our Lady of the Annunciation<br>Our Lady of Grace<br>St. Joseph, Aurora<br>St. Mark (N. of Bloomington)<br>St. Mary<br>St. Patrick, Schomberg<br>Our Lady of Hope | Immaculate Conception<br>St. Clare (S. of Rutherford)<br>St. Francis of Assisi (S. of Rutherford)<br>St. Gabriel the Archangel<br>St. Gregory the Great<br>St. John Bosco<br>St. Margaret Mary (Golf Avenue Subdivision) |
| Fr. Michael McGivney   | Holy Cross   | Our Lady of the Lake   |
| Mother Teresa<br>Sir Richard W. Scott<br>St. Benedict<br>St. Francis Xavier<br>St. Vincent de Paul   | Our Lady of Fatima<br>San Marco<br>St. Angela Merici<br>St. Catherine of Siena<br>St. Clement<br>St. Margaret Mary (ex. Golf Ave. Subdivision)<br>St. Peter<br>St. Andrew<br>St. Stephen                         | Prince of Peace<br>St. Bernadette<br>St. Thomas Aquinas  |
| Sacred Heart   | St. Augustine  | St. Elizabeth  |
| Canadian Martyrs<br>Good Shepherd<br>Notre Dame<br>St. Elizabeth Seton<br>St. John Chrysostom<br>St. Paul<br>Our Lady of Good Counsel<br>St. Nicholas                                | All Saints (West of McCowan)<br>John XXIII<br>St. Justin Martyr<br>St. Matthew<br>St. Monica (east of Hwy 404)   | Bishop Scalabrini<br>Holy Family<br>Our Lady of the Rosary<br>St. Charles Garnier (dual)<br>St. Joseph the Worker  |
| St. Joan of Arc  | St. Robert   | ST. THERESA OF LISIEUX   |
| Blessed Trinity<br>Divine Mercy<br>Fr. John Kelly<br>Holy Jubilee<br>Our Lady of Peace<br>St. Clare (N. of Rutherford)<br>St. David<br>St. Agnes of Assisi<br>St. Emily<br>St. James | Christ the King<br>Pope John Paul II<br>St. Anthony<br>St. Joseph, R.H. (dual)<br>St. Michael<br>St. Rene Goupil/St. Luke  | Corpus Christi<br>Fr. Henri Nouwen<br>St. Mary Immaculate<br>Our Lady Help of Christians<br>St. Anne<br>St. Joseph, R.H. (dual)<br>St. Charles Garnier (dual)  |

## **SCHEDULE "B"**

### **A. CARETAKING CATEGORY - JOB CLASSIFICATIONS**

- . Caretaker
- . Matron
- . Elementary Head Caretaker
- Secondary Head Caretaker

- A Head Caretaker in an elementary school who is responsible for a school in which less than two (2) Caretakers are regularly employed on a full time basis.
- B Head Caretaker in an elementary school who is responsible for a school in which two (2) or three (3) Caretakers are regularly employed on a full time basis.
- C Head Caretaker in an elementary school who is responsible for a school in which four (4) or more Caretakers are regularly employed on a full time basis or a Head Caretaker in an elementary school with a wastewater treatment system.
- D Head Caretaker responsible for any secondary school or Catholic Education Centre.

### **B. MAINTENANCE WORKER CATEGORY - JOB CLASSIFICATIONS**

- . Labourer
- . Maintenance I
- . Maintenance II
- . Maintenance III
- . Maintenance IV
- . Apprentice

### **C. COURIER CATEGORY - JOB CLASSIFICATIONS**

- . Couriers



## SALARY SCHEDULES

|                               | <u>Sept. 2/03</u>             |       | <u>Feb. 23/04</u>            |       | <u>Sept. 7/04</u>             |       | <u>Apr. 4/05</u>             |       |
|-------------------------------|-------------------------------|-------|------------------------------|-------|-------------------------------|-------|------------------------------|-------|
| <u>JOB CLASSIFICATION</u>     | <u>Start /After Probation</u> |       | <u>Start/After Probation</u> |       | <u>Start/ After Probation</u> |       | <u>Start/After Probation</u> |       |
| Caretaker/Matron/<br>Labourer | 17.41                         | 17.58 | 17.67                        | 17.85 | 17.85                         | 18.03 | 18.12                        | 18.30 |
| Elementary Head Caretaker     |                               |       |                              |       |                               |       |                              |       |
| A                             | 18.06                         | 18.22 | 18.33                        | 18.49 | 18.51                         | 18.68 | 18.79                        | 18.96 |
| B                             | 18.47                         | 18.61 | 18.75                        | 18.89 | 18.94                         | 19.08 | 19.22                        | 19.37 |
| C                             | 19.06                         | 19.20 | 19.34                        | 19.49 | 19.54                         | 19.68 | 19.83                        | 19.98 |
| Secondary Head<br>Caretaker   | 19.84                         | 19.98 | 20.13                        | 20.28 | 20.34                         | 20.48 | 20.64                        | 20.79 |
| Maintenance I                 | 19.85                         | 19.98 | 20.14                        | 20.28 | 20.35                         | 20.48 | 20.65                        | 20.79 |
| Maintenance II                | 20.58                         | 20.71 | 20.89                        | 21.02 | 21.10                         | 21.23 | 21.42                        | 21.54 |
| Maintenance III               | 24.05                         | 24.24 | 24.41                        | 24.60 | 24.65                         | 24.85 | 25.02                        | 25.22 |
| Maintenance IV                | 24.75                         | 24.91 | 25.12                        | 25.28 | 25.37                         | 25.53 | 25.75                        | 25.92 |
| Apprentice - Year 1           |                               | 17.58 |                              | 17.85 |                               | 18.03 |                              | 18.30 |
| - Year 2                      |                               | 17.90 |                              | 18.17 |                               | 18.35 |                              | 18.62 |
| - Year 3                      |                               | 20.03 |                              | 20.33 |                               | 20.53 |                              | 20.84 |
| - Year 4                      |                               | 22.13 |                              | 22.46 |                               | 22.69 |                              | 23.03 |
| Couriers                      | 18.12                         | 18.59 | 18.39                        | 18.87 | 18.58                         | 19.06 | 18.85                        | 19.35 |
| Leadhand                      |                               | 18.11 |                              | 18.38 |                               | 18.56 |                              | 18.84 |
| Supply Caretaker Assistants   | 13.93                         |       | 14.14                        |       | 14.28                         |       | 14.49                        |       |

### Allowances/Shift Premiums

1. While a Caretaker is placed in charge of a school during the absence of a Head Caretaker, the employee shall be paid at the rate of the Head Caretaker for the time the employee replaces the Head Caretaker.
2. A. A caretaking employee on either of the
  - a) Mid Shift (11:00 am - 7:30 pm) OR
  - b) Afternoon Shift (3:30 pm - 11:30 pm) (4:00 pm - Midnight)shall be paid a shift premium of fifty (50) cents an hour.
- B. A caretaking employee on the Night Shift (11:30 pm to 7:30 am) shall be paid a shift premium of sixty (60) cents an hour.

For the purposes of calculating pay for overtime on a holiday or on a callout, such shift premium shall not be considered as part of an employee's applicable hourly rate.

3. The Board in determining the number of employees required for its caretaking operations will use a unit of 14,925 square feet per employee. Matron/Caretakers and the square footage of the Catholic Education Centre are included in this ratio.
4. The Board will post a Lead Hand classification on either the Afternoon or Night Shifts in a secondary school in which three or more Caretakers are regularly employed on a full time basis, such Lead Hand shall be entitled to an additional fifty (50) cents per hour.

**In witness whereof, the parties have signed at Aurora, Ontario,  
on the 5<sup>th</sup> day of April , 2004.**

**YORK CATHOLIC DISTRICT  
SCHOOL BOARD**

**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Canadian Union of Public  
Employees, Local 1571

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
Associate Director -  
Corporate Service and Treasurer

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Superintendent of Human Resources

\_\_\_\_\_  
Employee Relations Officer

## **LETTER OF INTENT (1)**

This letter will confirm that it has been the practice of the York Catholic District School Board to assume the same percentage of the premiums for Major Medical, Group Life and Dental plans for all employee groups.

The Negotiation Committee with C.U.P.E. Local 1571 undertakes to recommend to the Board that this practice be continued as well as offering to CUPE 1571 members, any changes in such plans.

## **LETTER OF INTENT (2)**

**TO: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1571**

This letter confirms that in recognition that, effective January 1, 1990, O.H.I.P. is fully funded by way of an employer payroll tax, it is agreed that all provisions respecting O.H.I.P. will be removed from the collective agreement. If at any time, O.H.I.P. funding reverts back to a premium payment system, it is understood and agreed that all O.H.I.P. provisions, removed as a result of employer payroll tax funding, will be returned to the collective agreement.

### **LETTER OF INTENT (3)**

**Re: Couriers**

The parties agreed to the inclusion of the job classification of couriers into C.U.P.E. Local 1571 on February 27, 1997. This letter of intent is intended to clarify the rights of the two incumbent couriers in existence at the time of joining the Union.

- i) The two from exempt level 1 couriers may continue to participate in the OTIP long term disability plan and to enjoy exempt 1 – 3 vacation with pay, if greater than the CUPE local 1571 benefits, based on their original hire date with the Board.
- ii) The recognized seniority date for the two from exempt level 1 couriers shall be April 11, 1996.

### **LETTER OF INTENT (4)**

**Re: Summer Hours**

This letter will confirm that for as long as it is the practice of the York Catholic District School Board to offer summer hours to all employees, the members of C.U.P.E. Local 1571 will be offered the opportunity of participating in the summer schedule.

Effective September 1, 2002, employees will be allowed to work an extra fifteen (15) minutes prior to the start of their normal shifts to facilitate a summer schedule that includes seven (7) days off with pay.

## LETTER OF UNDERSTANDING (1)

### **Re: Supply Caretaker Assistants**

- a) The supply caretaker assistant pool shall be the main source for the hiring of probationary employees. Supply caretaker assistants will be hired by seniority to a permanent caretaker's position.
- b) A separate seniority list for supply caretaker assistants will be sent to the Recording Secretary of the Union.
- c) Supply caretaker assistants shall be paid as per the Salary Schedule without a shift premium and no benefits except for statutory benefits.
- d) All supply caretaker assistants shall pay union dues but will not be eligible for recognition of seniority service until hired into a permanent position.
- e) Supply caretaker assistants shall not be considered as part of the caretaker complement as generated by the Board's square footage staffing formula.
- f) A supply caretaker assistant may decline a work assignment up to three times without penalty as long as a reasonable explanation exists; otherwise the supply caretaker assistant will be removed from the Board's supply list. In the event a supply caretaker assistant has not worked within twelve (12) months, the individual shall be removed from the Board's supply list. It is understood that illness may excuse a supply caretaker assistant from this provision of the letter of understanding and that the Board has the right to request a medical certificate in support of any claim to illness.

In addition to the information required by the collective agreement, the Union may meet with representatives of management at a mutually agreeable time to discuss supply caretaker assistants' hours worked and location(s) at which supply caretaker assistants were assigned.

## APPENDIX A

### *EMPLOYMENT STANDARDS ACT*

#### **PREGNANCY AND PARENTAL LEAVE**

45. **Definitions** – In this Part, “parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own and “child” has a corresponding meaning;

“same-sex partner” means either of two persons of the same sex who live together in a conjugal relationship outside marriage;

“spouse” means, (a) a spouse as defined in section 1 of the *Family Law Act*, or (b) either of two persons of the opposite sex who live together in a conjugal relationship outside marriage. 2001, c.9, Sch.1, s.1(9).

#### **PREGNANCY LEAVE**

46. (1) **Pregnancy leave.** – A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.

(2) **When leave may begin.** – An employee may begin her pregnancy leave no earlier than the earlier of,

(a) the day that is 17 weeks before her due date; and

(b) the day on which she gives birth.

(3) **Exception.** – Clause (2)(b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.

(3.1) **Latest day for beginning pregnancy leave.** – An employee may begin her pregnancy leave no later than the earlier of,

(a) her due date; and

(b) the day on which she gives birth. 2001, c.9, Sch.1,s.1(10).

(4) **Notice.** – An employee wishing to take pregnancy leave shall give the employer,

(a) written notice at least two weeks before the day the leave is to begin; and

(b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

(5) **Notice to change date.** – An employee who has given notice to begin pregnancy leave may begin the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

(6) **Same, complication, etc.** – If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,

(a) written notice of the day the pregnancy leave began or is to begin; and

(b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,

(i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date;

(ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.

47. (1) **End of pregnancy leave.** – An employee's pregnancy leave ends,

(a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;

(b) if she is not entitled to parental leave, on the day that is the later of,

(i) 17 weeks after the pregnancy leave began, and

(ii) six weeks after the birth, still-birth or miscarriage.

(2) **Ending leave early.** – an employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave.

(3) **Changing end date.** – An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.



(4) **Employee not returning.** – An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks’ written notice of the termination.

(5) **Exception.** – Subsection (4) does not apply if the employer constructively dismisses the employee.

## **PARENTAL LEAVE**

48.(1) **Parental leave.** – An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee’s custody, care and control for the first time.

(2) **When leave may begin.** – An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee’s custody, care and control for the first time.

(3) **Restriction if pregnancy leave taken** – An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

(4) **Notice.** – Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.

(5) **Notice to change date.** – An employee who has given notice to begin parental leave may begin the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

(6) **If child earlier than expected.** – If an employee stops working because a child comes into the employee’s custody, care and control for the first time earlier than expected,

(a) the employee’s parental leave begins on the day he or she stops working; and

(b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

49. (1) **End of parental leave.** – An employee’s parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.

(2) **Ending leave early.** – An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

(3) **Changing end date.** – an employee who has given notice to end his or her parental leave may end the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

(4) **Employee not returning.** – An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks’ written notice of the termination.

(5) **Exception.** – Subsection (4) does not apply if the employer constructively dismisses the employee.

## **GENERAL PROVISIONS CONCERNING LEAVES**

51. (1) **Rights during leave.** – During any leave under this Part, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

(2) **Benefit plan.** – Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plan.

(3) **Employer contributions.** – During an employee’s leave under this Part, the employer shall continue to make the employer’s contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee’s contributions, if any.

51.1(1) **Leave and vacation conflict.** – An employee who is on leave under this Part may defer taking vacation until the leave expires or, if the employer and employee agree to a later date, until that later date if,

(a) under the terms of the employee’s employment contract, the employee may not defer taking vacation that would otherwise be forfeited or the employee’s ability to do so is restricted; and

- (b) as a result, in order to exercise his or her right to leave under this Part, the employee would have to,
- (i) forfeit vacation or vacation pay, or
  - (ii) take less than his or her full leave entitlement.

(2) **Leave and completion of vacation conflict.** – If an employee is on leave under this Part on the day by which his or her vacation must be completed under paragraph 1 of section 34, the uncompleted part of the vacation shall be completed immediately after the leave expires or, if the employer and employee agree to a later date, beginning on that later date.

(3) **Alternative right, vacation pay.** – An employee to whom this section applies may forego vacation and receive vacation pay in accordance with section 41 rather than completing his or her vacation under this section. 2001, c.9, Sch.1, s.1(11).

52.(1) **Length of employment.** – The period of an employee's leave under this Part shall be included in calculating any of the following for the purpose of determining his or her rights under an employment contract:

1. The length of his or her of employment, whether or not it is active employment.
2. The length of the employee's service whether or not that service is active.
3. The employee's seniority.

(2) **Exception.** – The period of an employee's leave shall not be included in determining whether he or she has completed a probationary period under an employment contract.

53.(1) **Reinstatement.** – Upon the conclusion of an employee's leave under this Part, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

(2) **Exception.** – subsection (1) does not apply if the employment of the employee is ended solely for reasons unrelated to the leave.

(3) **Wage rate.** – The employer shall pay a reinstated employee at a rate that is equal to the greater of,

- (a) the rate that the employee most recently earned with the employer; and
- (b) the rate that the employee would be earning had he or she worked throughout the leave.