

SOURCE	Comp		
EFF.	96	04	01
TERM.	98	08	31
No. OF EMPLOYEES	200		
NOMBRE D'EMPLOYÉS	BR		

**AGREEMENT**

**BETWEEN**

**THE VICTORIA COUNTY BOARD OF EDUCATION**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS**

**LOCAL 855**

**SECRETARIAL AND EDUCATION ASSISTANTS UNIT**

**EFFECTIVE FROM**

**APRIL 1, 1996 TO AUGUST 31, 1998**

INDEX

<u>SUBJECT</u>	<u>PAGE</u>	<u>ARTICLE</u>
ARBITRATION	12	10.00
BENEFITS		
CONT. DURING WORK STOPPAGE	28	21.07
DENTAL	28	21.05
EXTENDED HEALTH CARE	28	21.03
GROUP LIFE EARLY RETIREES	28	21.08
GROUP LIFE INSURANCE	28	21.04
PART-TIME SUBSIDY	28	21.06
PENSION PLAN	27	21.02
PREAMBLE	26	21.00
RETIREMENT GRATUITY	27	21.01 (e,f,g,h,)
SICK LEAVE	26	21.01 (a,b,c,d,)
BRIDGING	17	14.04
BULLETIN BOARDS	29	22.01
CAREER DEVELOPMENT		
P.D. DAYS	20	18.01
P.D. FUND	20	18.02
TEMPORARY POSITIONS	20	18.03
DISCHARGE	12	11.00
DURATION	34	30.00
GENERAL PURPOSE	6	1.00
GRIEVANCE PROCEDURE		
POLICY	10	9.07
STEPS	7	9.00

SUBJECT	PAGE	ARTICLE
HOURS OF WORK	18	16.01
JOB EVALUATION	31	27.00
JOB SECURITY	9	7.00
LAYOFF	14	12.05
LEAVE OF ABSENCE		
ADOPTION	23	20.07
BEREAVEMENT	22	20.02
JURY/WITNESS DUTY	22	20.05
LEAVE-SALARY HOLDBACK	24	20.10
MATERNITY	22	20.06
PATERNITY	23	20.08
PERSONAL REASONS	21	20.01 (a)
UNION BUSINESS	22	20.01 (b)
LUNCH BREAK	18	16.06
MANAGEMENT RIGHTS	8	5.00
MEDICAL CERTIFICATES	27	21.01 (d)
MILEAGE ALLOWANCE	29	22.02
MUTUALLY AGREED CHANGES	11	9.08
OVERTIME	18	16.03
TIME OFF IN LIEU	19	16.08
PAID HOLIDAYS	19	17.01
FALLING ON SAT. OR SUN.	20	17.02
PREMIUM PAY	20	17.03
QUALIFYING	19	17.01 (a),(b)

SUBJECT		PAGE	ARTICLE
PART TIME EMPLOYEES		6	2.02
PAY DATE		30	24.02
PERSONAL LEAVE		24	20.09
POSTINGS	GENERAL	16	14.01
	NOTICE TO APPLICANTS	17	14.03
	TEMPORARY POSITION	6	2.03 (b)
	TRIAL PERIOD	16	14.02
PROBATIONARY PERIOD		15	13.00
RECOGNITION		6	2.01
RELATIONSHIP		7	3.00
REST PERIODS		18	16.07
SENIORITY	BRIDGING	17	14.04
	FULL TIME EMPLOYEES	13	12.03
	LOSS OF	15	12.07
	OUTSIDE UNIT	14	12.05
	PART-TIME EMPLOYEES	13	12.03
	RECOGNITION	13	12.00
SMOCKS		29	22.03
STRIKES AND LOCKOUTS		8	4.00
STUDENT EMPLOYEES		6	2.01
TECHNOLOGICAL CHANGE		31	25.00

TEMPORARY EMPLOYEES		6	2.03 (a)
TRANSFERS		17	15.00
UNION COMMITTEE		9	8.00
UNION DUES		8	6.02
UNION SECURITY		8	6.00
VACATION	ADVANCE PAYMENT	15	19.05
	ENTITLEMENT	14	19.01
	FIRST 12 MONTHS	15	19.02
	PAID HOLIDAY INCLUDED	15	19.03
	PART-TIME EMPLOYEES	15	19.04
	SCHEDULING	14	19.01
VEHICLE INSURANCE		21	22.00(d)
VIDEO DISPLAY TERMINALS		31	26.00
WAGES	APRIL 1, 1996	34	SCHEDULE "A"
	METHOD OF PAYMENT	30	24.01
	SCHEDULE	30	24.04
	TEMPORARY EMPLOYEES	30	24.03

## ARTICLE 1 - GENERAL PURPOSE

The general purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provisions and to cooperate to the fullest extent to provide the best possible educational services.

## ARTICLE 2 - RECOGNITION

2.01 The Board recognizes the Canadian Union of Public Employees and its Local 855 as the sole and exclusive bargaining agent of all office, clerical, technical employees and educational assistants of the Victoria County Board of Education employed in the County of Victoria, save and except supervisors, persons above the rank of supervisor, secretary to the Director of Education, secretary to the Superintendent of Business and Finance, secretary to the Superintendent of Schools, supervisor of custodians and purchasing agent, the accountant, the personnel officer, the transportation and attendance officer, psychologists, speech therapists, communication officer and bus drivers, students employed during the school vacation period, persons covered by a subsisting agreement between Victoria County Board and C.U.P.E. Local 855 and teachers as defined by the Teachers' Profession Act. The Board will advise the Union of any future exclusions prior to filling the position.

### 2.02 Part time Employees

A part time employee is defined as an employee regularly employed for not more than twenty-four (24) hours per week. A part time employee may be engaged on an interim basis for more than twenty-four hours to replace an employee absent from his/her regular duties. During such period she/he will continue to be covered by the provisions of this agreement for part time employees unless the period extends beyond 65 consecutive working days at which time benefits applicable to that position under Article 21 take effect.

### 2.03 Temporary Employees

- a) Temporary employees may be employed only when regular employees are absent because of illness, leave of absence, bereavement, time off in lieu of overtime, vacation, or for a special project which requires a temporary increase to the normal staff complement for a period of six months or less.

- b) A temporary position, which occurs in a school where part time employees work, will be offered to the part time employee with the necessary qualifications and ability, based on seniority before a temporary employee is employed in the position, except temporary vacancies in excess of thirteen (13) weeks duration resulting from illness or leave of absence when Clause 18.03 applies.
- c) Temporary employees shall not be covered under the following Articles of this Agreement: Article 8, Article 12, Article 19. Entitlement under Article 21 will be as required by law or if retained beyond 65 consecutive working days.
- d) No employee with seniority will be laid off or remain on lay off while temporary employees are retained at work so long as the employee affected by the layoff has the necessary qualifications and ability to perform the duties.
- e) Temporary employees hired permanently, as a result of outside advertising, into the position they are temporarily filling, will have seniority backdated to the original hire date in the position as a temporary employee.
- f) A temporary employee having accumulated 130 working days or more as a temporary employee, who is appointed to a permanent position shall be given credit for such accumulation to a maximum of 520 days i.e. 2 years, upon completion of the 65 day probationary period.
- g) The Union shall be notified in writing of any temporary employees hired to replace employees absent on leave under Articles 20.01 a & b, 20.06, 20.07 or any absence due to illness or injury which extends beyond 15 working days.

### ARTICLE 3 - RELATIONSHIP

- 3.01 There will be no discrimination, or coercion exercised or practised by either of the parties or their representatives against any employee for any reason.
- 3.02 No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out, the Union will supply the Board with names of employees who are stewards or other officers of the Union. Similarly, the Board will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 3.03 There will be no solicitation for membership by the Union or by any of its members during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings related to Union business, without the consent of the Board or except as hereinafter provided.

#### ARTICLE 4 - STRIKES AND LOCKOUTS

- 4.01 During the term of this Agreement there shall be no lockout by the Board and the Union will not cause or sanction any employee represented by it to participate in any strike, deliberate slowdown, or interference with work in or about the Board's schools or premises.
- 4.02 In the event of any strike, slowdown or interference with work during the terms of this Agreement, the Union and its officers will make every effort to prevail upon the employees so engaged to cease and desist in such activities.

#### ARTICLE 5 - PRESERVATION OF MANAGEMENT RIGHTS

The Union recognizes the right of the Board to manage the business, direct the working force, including the right to direct, plan and control school operations, to establish and control working schedules, to hire, promote, demote, transfer, suspend, discipline or discharge employees for just cause, to lay off employees because of lack of work or for other legitimate reasons, to make and enforce rules and regulations, to introduce new or improved methods or facilities, or to change existing methods or facilities, to determine all educational matters, the methods of teaching and means used are exclusively the right of the Board provided they will not be used for the purposes of discrimination against employees. All other functions and prerogatives heretofore vested in and exercised by the Board, remain solely with the Board except as specifically limited by express provisions of this Agreement.

#### ARTICLE 6 - UNION SECURITY

- 6.01 a) **All** employees of the Board who are presently members as a condition of continuing employment, shall remain members in good standing of the Union.
- b) The Board shall not be required to discharge an employee who has been expelled or suspended from membership in the Union.
- c) A copy of any letter of discipline shall be sent to the Union Vice Chairman.
- 6.02 The Board shall deduct from every employee any monthly dues, initiations, or assessments levied in accordance with the Union constitution and/or bylaws, and owing by him to the Union.



- 03 Deductions shall be forwarded monthly to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made. The Union agrees to save the Board harmless from all deductions made from an employee's pay as provided herein. It is understood that an employee may exercise or refrain from exercising her/his right to become a member of the Union.
- 6.04 The Board will provide to each employee a copy of this agreement within 60 days of the signing thereof and shall provide a copy of the current agreement to each new employee upon documentation.

#### ARTICLE 7 - JOB SECURITY

- 7.01 In order to provide job security for the members of this unit, no permanent employee will be laid off or remain on lay-off as a result of contracting out, provided the employee has the necessary qualifications and ability to perform the job.
- 7.02 The Board may continue to use volunteers and to participate in co-operative education and work experience programs.
- 7.03 No member of the bargaining unit will be replaced or have their hours reduced by any person outside the bargaining unit.
- 7.04 In the event that the Victoria County Board of Education is amalgamated with any other Board(s) of Education, the Victoria County Board of Education will make every reasonable effort to secure continued employment for members of the bargaining unit who were in its employ at the time of amalgamation on terms and conditions of employment which are as similar as possible to those existing prior to amalgamation.

#### ARTICLE 8 - UNION COMMITTEE AND STEWARDS

- 8.01 The Union shall have the right to appoint or otherwise select a committee of not more than 4 members of the unit plus the Union President if a Board employee, in meetings with the Board concerning the administration of this Agreement or negotiations for its renewal. In addition to the above committee members the C.U.P.E. National Representative shall be recognized as a member of this committee.
- 8.02 An employee shall not be eligible to act as a member of the Union Committee or as a Steward until after she/he has completed her/his probationary period of employment.

- 03 The Union acknowledges that stewards, members of the Union Committee and such other Union officers that may be chosen from among the employees have regular duties to perform as employees of the Board, and that such persons will not leave their regular duties for the purpose of presenting or discussing grievances, or for the purpose of conducting any business on behalf of the Union without first obtaining the permission of the Office Supervisor. Such permission will not be unreasonably withheld. On resuming their regular duties, such employees will report to their Supervisor and will, if requested, give a reasonable explanation for the time spent away from work.
- 8.04 In consideration of stewards, members of the Union Committee and other Union officers who are employees complying with the terms of Clause 8.01 above, the Board will pay such employees for time spent in handling grievances of employees or attending other meetings with representatives of the Board during their regular hours of work.

## ARTICLE 9 - GRIEVANCE PROCEDURE

It is understood that a bargaining unit member shall have the right to be accompanied by a representative of the Canadian Union of Public Employees at any and all levels of discussion under this Article. At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.

### 9.01 STEP ONE

If any employee has a grievance she/he wishes to bring to the attention of the Board, he/she will state such grievance in writing, including an outline of the grievance, the provisions of this Collective Agreement claimed to have been violated and the remedy sought. The grievor will sign the grievance. The grievor or her/his steward, or both, will take the matter of the grievance up with the Supervisor. After due consideration of the grievance, the Supervisor concerned will, within four **(4)** working days, give a reply in writing.

### 9.02 STEP TWO

If the reply of the Supervisor is not satisfactory to the employee concerned, the grievance may, within five **(5)** working days be referred to the Superintendent of Business and Finance or designate.

### 3 STEPTHREE

Within five (5) working days after a grievance has been referred to her/him, the Superintendent of Business and Finance and/or such other persons as may be designated by the Board, will meet with the Union Committee to discuss the grievance. At this meeting the C.U.P.E. National Representative will be present if her/his presence is requested by either of the conferring parties. The Superintendent of Business and Finance or designate will give a written reply to the grievance within five (5) working days after the meeting has been held.

#### 9.04 STEP FOUR

If the reply of the Superintendent of Business and Finance or designate is not satisfactory to the employee concerned, the Union Committee may, within seven (7) working days but not thereafter, refer the grievance to a Board of Arbitration as hereinafter provided.

9.05 The Board may refuse to consider any grievance, the alleged circumstances of which occurred more than ten (10) working days before the matter was first brought to the attention of the Supervisor. Retroactivity of pay shall not be made earlier than the date of which Step 1 is complied with.

9.06 In computing the time allowance set out in this Article, weekends will not be taken into consideration. Within Articles 9, 10, and 11 the definition of "working days" shall be a day other than Saturday, Sunday or paid holidays. Further, any of the said time allowances may be extended by mutual agreement.

9.07 Policy Grievance - Where a grievance involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Board has a grievance, the party grieving must file a notice of grievance, in writing including an outline of the grievance, the provisions of the Collective Agreement claimed to have been violated and the remedy sought, with the other party commencing at Step 2 of the grievance procedure.

9.08 Mutually Agreed Changes - Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

## ARTICLE 10 - ARBITRATION

- 10.01 When either party to this agreement requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and shall name a nominee. Within ten (10) working days thereafter, the other party shall appoint a nominee. The two nominees so appointed shall select, by agreement, a third person who shall be Chairperson, and if they cannot agree within a period of ten (10) working days, they shall request the Minister of Labour for the Province of Ontario to select an impartial third party who shall be Chairperson.
- 10.02 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.
- 10.03 Each of the parties to this Agreement will bear the expense and remuneration of the arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairperson of the Arbitration Board.
- 10.04 No matter may be submitted to arbitration which has not been properly carried through all required steps of the Grievance Procedure.
- 10.05 Neither the arbitrators nor the Arbitration Board shall be authorized to make any decision inconsistent with the Provisions of this Agreement nor shall they alter, modify or amend any part of its provisions, nor to establish or change the wage schedule. A majority decision shall be final and binding upon the Board and the Union, but, if no majority decision is given, the decision of the Chairperson shall be final and binding.

## ARTICLE 11 - DISCHARGE CASES

- 11.01 A claim by an employee that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Board within three (3) working days after the employee ceases to work for the Board. Steps 1 and 2 of the grievance procedure shall be eliminated in such cases and grievances will be handled starting with Step 3. The Board agrees to notify the employee in writing of reasons for discharge. The Board shall notify the Unit Chairperson immediately in all cases of discharge.
- 11.02 In cases of discharge and/or discipline, the burden of Proof of Just Cause shall rest with the Board.

ARTICLE 12 - SENIORITY

- 12.01 The Board recognizes the length of service as the fairest way of deciding questions regarding the rights and privileges of employees; therefore, it is agreed in all cases of up-grading, down-grading, layoffs, or recall from layoff, senior employees having the necessary ability and qualifications shall be given preference.
- 12.02 a) Employees upgraded to higher rated jobs will immediately receive the higher rate.
- b) Employees downgraded to lower rated jobs will take the lower rate after five (5) consecutive working days on the lower rated job.
- c) Employees upgraded less than 30 consecutive working days will, on being downgraded, receive the lower rate immediately.
- 12.03 There shall be one seniority list covering both full- and part-time employees and the Board shall provide the Unit Chairperson with an accurate copy of the list on January 31 of each year.

Full- and part-time employees who have previous part-time seniority accumulated by hours on the old part-time seniority list shall have this seniority converted on the following basis:

---

<b>I</b>	<b>Part-time service prior to January 1, 1984</b>	<b>Divide Credited Service by 2</b>
<b>II</b>	<b>Part-time service from January 1 to Date of Ratification</b>	<b>Actual Hours Worked divided by 1,820</b>

---

(I) and (II) will then be added together and the total will be converted with 1820 hours equalling one year of seniority.

From the date of ratification, employees regularly working seventeen and one-half(17½) hours or more per week shall gain one (1) year of seniority for each year of service. Employees regularly working less than seventeen and one-half (17½) hours per week shall be credited with one-half(½) year of seniority for each year of service.

- .04 Seniority shall be determined as of employee's last date of hire. New employees shall become eligible for seniority rights after 65 working days probationary service; seniority shall then start from their most recent date of hire by the Board. Date of hire or hiring date is interpreted to mean the most recent date the employee commenced employment with this Board or any Board or part thereof which was amalgamated to form part of the Victoria County Board of Education.

For purposes of clarification, a working day for probationary purposes is defined as a day when the employee is on the job for their regularly scheduled hours.

- 12.05 Employees transferred to jobs outside the unit will, maintain their bargaining unit seniority but shall not accumulate bargaining unit seniority for the time spent outside the unit.

12.06 Layoff and Recall

- a) Unless legislation is more favourable to the employee, the employer shall notify employees who are to be laid off, ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.
- b) It is understood and agreed that the summer, winter and Christmas vacations or break periods for employees whose work requirements constitute a school year (e.g. Sept. to June) do not constitute a "reduction in working force" or a "layoff" within the meaning of this article. It is understood, however, that such employees are the beneficiaries of seniority rights, in the same manner as when they are actively working. Should the employer's work requirements necessitate a layoff of such employees while they are on such a break period, they will be given the normal notice and have the normal seniority rights as provided by the Collective Agreement.
- c) In the event that there is a reduction within the bargaining unit that necessitates a lay-off, the employee who is subject to lay-off has the right to bump the person with less seniority who occupies the position of the same or lower salary group and for which the employee subject to lay-off has the basic qualifications and ability and where the regular hours of such job do not exceed one and one-half (1½) times the regular hours of the job from which the employee was laid off. The employee subject to lay-off will be given an opportunity in up to 105 hours training to become proficient in the new position. For the purposes of the Collective Agreement a lay-off shall be defined to include only the following circumstances:
  - (i) elimination of a job;

- (ii) a reduction in the regular weekly hours of work of a job which reduces the incumbent's regular hours of work to less than seventeen and one-half (17%) hours per week; or
- (iii) a reduction in the regular weekly hours of work of an employee in their current job of greater than twenty percent (20%) of the hours of the job including any accumulation of reductions. In order to be counted in the twenty percent (20%) figure, the reduction must be employer initiated and this only applies to reductions occurring after April 21, 1992.
- d) With the exception of Senior and Junior Kindergarten positions, an employee who is subject to layoff at the conclusion of the school year or during the summer vacation, must exercise their seniority in accordance with this article not later than three (3) weeks prior to the commencement of the next school year.

12.07 Seniority rights and employment rights shall cease when an employee:

- a) Voluntarily terminates employment or abandons her/his position.
- b) Is discharged for Just Cause.
- c) Fails to return after lay-off within 10 working days of the Board's notification by registered mail to do so.
- d) Is absent three consecutive days or three single days in any 90 day period without notifying her/his supervisor and is unable to prove inability to so notify.
- e) Is laid off for 18 consecutive months.
- f) Is absent due to illness exceeding two years or off-the-job accident exceeding two years, and five years in the case of occupational accident or injury.

ARTICLE 13 - PROBATIONARY PERIOD

All newly hired employees will serve a probationary period of 65 working days and will be placed in the level of the position applied for at the time of hire. After the satisfactory completion of the probationary period, the employee will be eligible for all benefits provided in this contract, e.g. sick leave, holidays. Benefits coverage will commence the first of the month following the sixty-five (65) day probationary period. The employee shall be given a written report on the progress of her/his work to date by her/his immediate supervisor and/or principal.

Prior to the completion of the probationary period, new employees will be evaluated by their immediate supervisor and/or principal, and if satisfactory, will be placed on permanent staff. If at any time during the probationary period, the immediate supervisor and/or principal is unsatisfied with the progress of the new employee, he or she shall make a recommendation to the Board that the new employee be dismissed.

Probationary employees shall not be entitled to grieve a termination during the probationary period. An employee having completed her/his probationary period as a part time employee shall not be subject to the probationary period if she/he moves for whatever reason to a full time position, similarly the same is true of full time to part time.

#### ARTICLE 14 - JOB POSTINGS AND STAFF CHANGES

14.01 In the event that new jobs are created or a vacancy occurs, within one week, the Board will post for one week, notice of such vacancies stating the nature of the position, qualifications, required knowledge and education, skills, hours of work, salary range and that the position is open to both male and female applicants. An increase in the number of working hours of a position from less than 24 hours to over 24 is not considered to be a new job or a vacancy.

Postings will be sent to all members of this Unit at their place of work except during regular vacation periods when the posting will be mailed to the members home address on file.

Posting will be placed on the appropriate bulletin boards by the Union Steward. A copy of each posting will be forwarded to the President of the Local and the Vice-president of the Unit.

Both full and part time employees are eligible to apply for job postings and staff changes in accordance with this Article.

The Union Unit Vice President shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations and retirements.

Employees are limited to one move in a school year under this Article unless it involves a promotion.

14.02 The successful applicants for any of the above postings shall have a 30 consecutive working day trial period commencing from her/his first day of work in the new position. During this time if either the employee or the Board are not satisfied, then the employee shall be returned to his/her former position without prejudice.



14.03 Within 7 calendar days of the date of an appointment to a vacant position, the name of the successful applicant shall be sent to each applicant.

14.04 BRIDGING OPPORTUNITIES

The Board and the Union agree that, when a position is posted in either C.U.P.E. bargaining unit and no employee who is a member of that bargaining unit applies from within, then a member of the other C.U.P.E. bargaining unit will have the right to apply and be considered for said position before anybody is hired from outside either of the bargaining units.

Upon obtaining said vacancy the transferring employee will retain her/his seniority in her/his own bargaining unit until she/he has completed her/his trial period. The transferring employee will receive a new seniority date in the new bargaining unit reflecting the effective date of their transfer. If they transfer back to the other bargaining unit, they will be deemed to have maintained their seniority in the original bargaining unit, but not accumulated seniority for the time spent in the other bargaining unit.

For the purpose of benefits and vacation entitlement, service with the Board is bridged when moving from one C.U.P.E. bargaining unit to the other C.U.P.E. bargaining unit.

ARTICLE 15 - TRANSFERS

15.01 The parties recognize the importance of employees being on jobs they prefer and that employee preferences cannot always be honoured while maintaining efficient school operations.

15.02 Transfers between employees may be considered by the Board if:

1. Notice of the proposed transfer has been circulated and agreed to by the membership;
2. Senior members have been given preference;
3. The transfer is mutually agreed upon by the employees involved in the transfer.

Employees who transfer shall have a thirty consecutive working day trial period commencing from the first day of work in the new position. During this time, if either the employees or the Board are not satisfied, then the employees shall return to their former position without prejudice.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 The employer does not guarantee to provide work for normal hours or for any other hours.

16.02 The normal hours of work for office, clerical and technical employees shall be thirty-five (35) hours per week and educational assistants thirty-two and one-half (32 1/2) hours per week, working in five (5) days of seven (7) or six and one-half (6 1/2) hours each, Monday to Friday inclusive.

Employees working less than normal hours per week will be provided with a schedule of weekly hours and days of work by the principal for the school year or the office manager at the start of the school year.

16.03 a) Where conditions necessitate and where work beyond seven (7) hours per day or 35 hours per week is authorized by the principal of the school involved, or in the case of the Board office, the office manager, such overtime will be paid for at a rate of time and one-half, Monday to Saturday and double time on Sunday.

b) When an educational assistant is required to accompany students on a field trip, overtime will be paid in accordance with Clause 16.03 a).

16.04 Any employee who is required to work on a paid Holiday shall be paid at the rate of one and one-half times her standard rate of pay for every hour worked in addition to her regular pay except on Remembrance Day which is governed by Article 17.01.

16.05 All authorized overtime must be worked in Board premises with the exception of clause 16.03b).

16.06 Paid rest periods: employees working six hours or more a day will be allowed two (2) fifteen (15) minute rest periods. Employees working less than six hours a day will be allowed one (1) fifteen (15) minute rest period. The Board shall provide a lunch period in accordance with the Employment Standards Act which states "Every employer shall provide eating periods of at least 1/2 hour or such shorter period as is approved by the Director of Employment Standards, at such intervals as will result in no employee working longer than 5 consecutive hours without an eating period.

16.07 An employee shall not be required or permitted to take time off during regular hours to compensate for overtime worked except as provided in Clause 16.08.

16.08 Time off in lieu

Any full time employee, as defined in Article 2, may choose to receive time off at the appropriate overtime rate to a maximum annual accumulation of twenty-one (21) hours. Time off will be scheduled at a time mutually agreeable to the employee and the Board and in any case, no later than August 31 following the month in which the time was accumulated. Any accumulation at August 31 will be paid in cash at the appropriate overtime rate.

ARTICLE 17 - PAID HOLIDAYS

17.01 The Board shall pay each full time employee seven (7) hours compensation at her/his straight rate for each of the following holidays when not worked. However, if the holiday falls on a day on which regular classes are held, employees who work that day will be given a day in July, August, or, at the discretion of the Principal, any non-instructional day in lieu thereof. Easter Monday shall be observed on the same day as the day observed by teaching staff and students.

Employees working less than 35 hours per week will receive their normal rate of pay for the hours she/he would have worked had it not been a holiday. Employees not scheduled to work in the school summer vacation period will not be paid for any of the following holidays falling within that period.

- |                   |  |
|-------------------|--|
| 1. New Year's Day | 7. Civic Holiday   |
| 2. Good Friday    | 8. Labour Day  |
| 3. Easter Monday  | 9. Thanksgiving Day  |
| 4. Victoria Day   | 10. Remembrance Day  |
| 5. Canada Day     | 11. Boxing Day   |
| 6. Christmas Day  | 12. Any other day declared<br>or proclaimed as a<br>Statutory Holiday by the<br>Federal or Provincial<br>Governments |

provided:

a) Employee has completed his probationary period;

and

b) Employee has completed his last scheduled working day before the holiday and his first scheduled working day after the holiday or submits evidence to the Superintendent of Business and Finance of his inability to do so.

- 17.02 Any of the above holidays, excluding Remembrance Day which is covered in Section 1 falling on Saturday will be observed on the preceding Friday, or if falling on Sunday will be observed on the following Monday, provided this does not interfere with scheduled teaching days.
- 17.03 For purposes of premium pay, the preceding Friday or the following Monday will be considered the holiday, and the holiday falling on Saturday or Sunday will be considered only as a normal Saturday or Sunday.
- 17.04 If Remembrance Day falls on a Saturday or Sunday, employees will be given a day in July, August, or, at the discretion of the Principal, any non-instructional day in lieu thereof.

#### ARTICLE 18 - CAREER DEVELOPMENT

- 18.01 One Professional Development day per year will be granted to employees in this bargaining unit. This time will be used to attend a Board sponsored conference or, at the discretion of management, a work related conference. Two days will be provided for educational assistants effective April 21, 1987.
- 18.02 In addition, the Board will provide a Professional Development Fund of two thousand five hundred dollars (\$2,500) to be administered by the Secretarial and Educational Assistants Professional Development Committee within the limitations of Board policy 435.
- A copy of Board policy 435 shall be attached to this Agreement.
- 18.03 In order to provide an opportunity for career development, the Board may, with mutual agreement, assign an employee temporarily to a position available due to leave of absence or illness.
- The Board will maintain a list of employees willing to be called for temporary assignment.

#### ARTICLE 19 - VACATIONS

- 19.01 Every regular full time employee shall be granted an annual vacation based on their term of service at their anniversary date in accordance with the following schedule:

Effective April 21, 1989

2 weeks after 1 year  
3 weeks after 4 years  
4 weeks after 10 years  
5 weeks after 17 years  
1 additional day for each  
year service from 21 years  
to 25 years - maximum 5 days

Employees will be allowed to schedule their annual vacations during the Christmas, March and summer school breaks. Such schedules must be approved by the principal and/or office manager in line with their minimum staffing requirements. However, outside these times, one employee from each secondary school, two from the Board office and one from each Superintendency in the elementary panel, at a time, may take vacation. Preference will be on a seniority basis as defined in Article 12 of this agreement for Christmas, March and summer school breaks. Any other vacation requests will be scheduled on a first come basis. Requests for vacation between January 1 and May 1 must be submitted by December 15 and requests for vacation between September 1 and December 31 must be submitted prior to September 1. Vacation may be scheduled one day at a time subject to the approval of the principal and/or office manager.

- 19.02 Full time employees during their first twelve months of continuous employment, will accumulate vacation credit at a rate of .833 days per month. Employees shall not be permitted to take vacation until completion of the probationary period.
- 19.03 If a paid holiday falls or is observed within an employee's vacation period, she/he will be granted a day in lieu thereof at a mutually agreed time. Part time employees will be granted proportionate time in lieu thereof.
- 19.04 Employees working less than 35 hours per week will be allowed proportionate vacation entitlement to full time employees as provided in Clause 19.01 above.
- 19.05 Where an employee becomes disabled through an on-the-job accident which extends into a scheduled vacation, the vacation shall be rescheduled to a mutually agreeable time.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01 a) The Board may grant leave of absence, without pay and without loss of seniority, to a maximum of one year to any employee upon written request for legitimate personal reasons. The Union will be notified of any such leaves granted.

- b) Delegations for Union business may be considered a good cause for leave of absence. In no case will such leaves be in excess of four (4) weeks or will delegates exceed two (2) in number. Leaves under this clause shall be without pay and without loss of seniority.

#### 20.02 Bereavement Leave

When a death occurs in the immediate family of a permanent employee, he/she shall be granted up to three (3) working days leave of absence from her/his employment without loss of pay to attend the funeral. Said leave of absence shall commence with the day of the death, and end with the date of burial. Immediate family is defined as mother, father, mother-in-law, father-in-law, brother, sister, spouse, child, stepchild, grandchild, grandparents or a person normally in the residence as part of the family unit of the employee.

- 20.03 When a death occurs to a brother-in-law, sister-in-law, son-in-law, daughter-in-law, of a permanent employee, she/he shall be granted one (1) working day leave of absence from her/his employment without loss of pay to attend the funeral. One half day with pay and one-half day leave without pay shall be granted to attend the funeral of a close friend or relative not specified above.

- 20.04 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Board on request, may grant additional bereavement leave with pay and deducted from sick leave credits.

#### 20.05 Jury Duty

The Board shall grant leave of absence without loss of seniority to an employee who is summoned to jury duty or witness in court. The Board shall pay such an employee her/his normal earnings and the payment she/he received for jury service or court witness, excluding payment for travelling, meals or other expenses, shall be given to the Board up to the employee's normal earnings on the day she/he was absent. The employee will present proof of service and the amount of pay received.

#### 20.06 Maternity Leave

Maternity leave shall be granted to any employee, having completed her probationary period, on the following basis;

- a) Such an employee is entitled to 17 weeks of unpaid leave of absence for pregnancy which may be extended up to two years upon request.

- b) An employee who qualified for pregnancy leave cannot be terminated or laid off because of her pregnancy.
- c) This leave may commence at any time during the 17 weeks prior to the estimated date of delivery.
- d) An employee must receive six weeks leave after the date of actual delivery. A shorter period of time may only be granted with the approval of her physician.
- e) An employee must give two months notice in writing of the intended dates of the leave together with the medical certificate estimating the date of delivery.
- f) When the employee returns to work, the employer must reinstate her to the same job at the same wages. If her original job is not available, she will be assured of reinstatement to a comparable job.
- g) While on Maternity Leave an employee shall continue to accumulate seniority. During pregnancy leave, an employee continues to participate in the pension plan, life insurance plan, extended health plan and the dental plan unless the employee elects, in writing, not to do so.
- h) A request to extend the period of leave shall be submitted at least two weeks prior to the original termination date of the leave.

20.07 Adoption Leave

Leave shall be available to an employee who adopts a child. Advance notification of at least three months should be given to the Board of intent to adopt, on the understanding that it may be necessary for the employee to commence leave immediately the child becomes available.

Provisions outlined in the Maternity Leave section shall otherwise apply.

20.08 Parental Leave

Parental leave shall be granted in accordance with the terms of the Employment Standards Act.

## 20.09 Personal Leave

**An** employee who works 17-1/2 hours per week or more shall be granted four days per year for any of the reasons listed below. Employees working less than 17-1/2 hours per week shall be granted one day per year for any of the reasons listed below. Absences arising from this article will be charged against sick leave credits and shall not be cumulative.

- a) Attending to the needs of an ill or injured member of the immediate family (Immediate family shall be defined as in Clause 20.02.)
- b) Accompanying an immediate family member to a doctor's office or hospital.
- c) Needs directly related to the birth or adoption of a child.
- d) Attending a wedding.
- e) Attending graduation exercises.
- f) Writing an examination from a post-secondary institution including one-half day before the exam.
- g) Moving.
- h) Attending legal appointments,

An employee shall submit a Personal Leave form requesting the leave in advance.

## 20.10 Leave with Salary Holdback Plan (X/Y Plan)

The Leave with Salary Holdback Plan permits an employee to take a one (1) year self-funded leave, by spreading four years' salary over five years, with the fifth year being the year of leave. Participation in the Plan is subject to the following terms and conditions.

- a) Applicants must have been employed by the Board for a minimum of five years.
- b) The leave of absence will take place during the last calendar year of the Plan period.
- c) The Plan will be administered by the Board in accordance with Revenue Canada requirements and regulations and requirements and regulations of O.M.E.R.S. Pension Plan.



- d) Deferred funds must be paid to the employee by the end of the first taxation year commencing after the end of the deferral period.
- e) Interest earned on the deferred funds must be paid annually, taxed in the year earned and is not pensionable earnings.
- f) Pension contributions during the years of participation in the Plan will be based on the salary the employee would normally receive if not participating in the Plan.

20.11 Application:

- a) An employee must make written application to the Superintendent of Business and Finance on or before September 30th, requesting permission to participate in the Plan.
- b) Written acceptance, or denial, of the employee's request, with explanation, will be forwarded to the employee by December 1st.

20.12 Each year in June, the Superintendent of Business and Finance will hold a meeting at the Education Centre on a day that is convenient, to which all participants will be invited. All participants will be notified personally, in writing, at least 10 days in advance of the meeting. The following matters will be addressed at the meeting:

- a) The Board will provide an explanation of the administration of the funds.
- b) The Board will provide a statement of the account of each participant outlining details of the transactions in their account for the year to date including details of the interest paid.
- c) The Board will provide a schedule which summarizes interest rates earned on the funds over the past 12 months and comparative rates earned on National Trust Company guaranteed investment certificates or their equivalent over the same period.
- d) The funds will be invested for the ensuing twelve months in an investment instrument to be determined by a motion duly made and seconded by plan participants and carried by a majority of at least 75% of those plan participants present provided attendance exceeds 50% of participants. The investment instrument may take the form of a loan to the V.C.B.E.. In any case, the Board agrees to provide at all times, a separate accounting for the funds of each participant showing the amount to his/her credit.
- e) The funds of all participants will be invested according to the decision arrived at in (4) above.

- f) The Board shall maintain the normal benefit package during the year of leave, but the employee(s) waives the Board contribution as specified in Article 21.
- g) If the employee leaves the employ of the Board prior to taking the year of leave, the Board shall pay to the employee the full amount of salary withheld up to that point along with any accrued interest within 60 days of the employee's resignation. If the employee dies prior to going on leave, the Board shall pay the full amount of salary and accrued interest, to the executors or the administrators of the estate within 60 days of death.
- h) While an employee is on leave with salary holdback, no sick leave time shall accumulate, but when the employee returns to the Board from the leave, he/she shall be credited with the same number of accumulated sick leave days that he/she had before going on the leave.
- i) The leave with salary holdback shall be treated as a year's experience for seniority purposes with the Board, within the meaning of Article 12.

ARTICLE 21 - EMPLOYEE BENEFITS

Conditions concerning benefit coverage under this Article shall be as more particularly described in the relevant plan documents and policies of insurance. Any dispute over claims shall be adjusted directly between the employee and the insurance carrier. Any change in carrier will not be completed without consultation with the negotiating committee of this Unit.

21.01 Sick Leave

- a) Each full time employee shall be eligible for sick leave credits of two (2) days for each unbroken month of service with the Board, such sick leave credits to be cumulative to a maximum of 270 days and to be usable from the end of the probationary period. Each employee scheduled to work less than 35 hours per week shall be entitled to sick leave credits equal to the ratio of hours worked to full time hours as a portion of the entitlement set out in this paragraph. Employees scheduled to work for the school year only, will not be entitled to sick leave credits in July and August.
- b) An unbroken month of service shall be one where an employee is employed on all working days in the month and is not absent from his duties other than on account of
  - i) illness
  - ii) accident or illness recognized by the Workers' Compensation Board
  - iii) time off granted under Clause 8.03
  - iv) time off granted under Clauses 20.02,.03,.04,.05

The decision of the Board in any of the above cases shall be final.

c) Each permanent employee eligible under section (a) above shall be eligible to receive his full rate of pay for any time lost due to illness for the number of normally scheduled hours on the day of absence to the full extent of his accrued sick leave credit at the time of such absence. The number of days an employee is absent due to illness shall be deducted from his sick leave credit.

d) The Board reserves the right to request medical certification of illness at any time.

e) Retirement Gratuity

A retirement gratuity will be paid in cash the amount equivalent to one half the number of days of sick leave credit then accumulated to his/her credit calculated at his/her then current hourly rate of pay, not to exceed 130 days pay when:

1. An employee retires because of age; age being defined as 65 years.

or

2. An employee retires with 90 points under the OMERS or Superannuation Pension Plan; 90 points as defined by the Plan, being age plus years of contribution to the pension plan.

or

3. An employee retires due to ill health.

f) Effective April 21/89 employees hired before January 1, 1978 who retire prior to age 65 to pension under C.P.P. or OMERS and do not qualify under e)1, 2, or 3 above, will be paid a gratuity reduced by 10% for each year their age at retirement is less than 65.

g) The estate of an employee who dies prior to retirement will be paid a gratuity based on the employee's current basic hourly rate of pay calculated on 50% of his accumulated days to a maximum of 130 days.

h) Employees hired after January 1, 1978 will not be entitled to a gratuity under Clauses 21.01e) and g).

21.02 Pension Plan

The Board agrees to continue the O.M.E.R.S. plan which will remain in force for the duration of the agreement. The Board will pay premiums equal to those payable by the employee. All part time employees will participate in O.M.E.R.S.

### 21.03 Extended Health Care - Vision Care

The Board agrees to pay 100% of the basic premium payable by the employee for coverage for themselves and their immediate families. The Plan includes vision care to a maximum of \$200.00 per family member per twenty four months (effective February 1, 1993) and private room hospital coverage. Employees working less than 17-1/2 hours per week are not eligible for the Plan.

### 21.04 Group Life Insurance

The Board agrees to pay 90% to December 31, 1988 and 100% effective January 1, 1989 of the premium on 3 times annual salary Group Life Insurance coverage effective July 1, 1986 for each employee enrolled in the Board's plan. Optional insurance will be available in blocks of \$10,000 with maximum coverage being \$100,000 or 6 times annual salary whichever is less. Employees working less than 17-1/2 hours per week are not eligible for the Plan.

### 21.05 Dental Plan

The Board agrees to pay the premium on a dental plan equivalent to Blue Cross Plan 7 with rider #1 Endodontic and Periodontal and rider #3 Orthodontic for employees enrolled in the Boards group. Effective February 1, 1993 the orthodontic maximum will be \$2,000.

The 1991 ODA rates apply effective February 1, 1993.

The 1992 ODA rates apply effective April 21, 1993.

21.06 The Board subsidy as provided in Clauses 21.03,.04 and .05 above relate to permanent employees working 17-1/2 hours per week or more. Permanent employees working less than 17-1/2 hour per week will receive one-half of the full subsidy for section 5.

### 21.07 Continuation of Benefits During: Work Stoppages

In the event of a work stoppage, the employer agrees to maintain all insurance, including pension contributions and credits, on behalf of all employees. The Union agrees to reimburse the employer for the premiums during this period.

### 21.08 Group Life Coverage for Early Retirees

Employees who retire to pension prior to age 65 are eligible to continue their Group Life coverage as provided by the Policy to age 65. Premiums are payable by the employee annually in advance.

#### 21.09 Sub Plan

An employee granted a pregnancy leave or a parental leave pursuant to this Article which commences on or after Government approval shall be Compensated by the Board under an Unemployment Insurance Commission of Canada ("U.I.C. ") approved supplementary benefit plan for the 2 week waiting period under U.I.C. at a weekly rate equal to 75% of the employee's weekly insurable earnings under U.I.C. or up to the U.I.C. weekly maximum insurable earnings, whichever is the lesser, provided the employee:

- (i) is eligible for pregnancy or parental leave benefits under U.I.C. laws and regulations; and
- (ii) makes a claim to the Board and provides proof indicating the weekly amount payable by U.I.C..

No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the employee's normal employment period (i.e. July and August if 10 month employment). The supplementary benefit plan shall be subject to approval by U.I.C..

### ARTICLE 22 - GENERAL CONDITION

#### 22.01 Bulletin Boards

The employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings of the bargaining unit and other notices with the approval of the appropriate supervisor.

#### 22.02 Mileage Allowance

Employees required to use their own automobiles at the Board's request will receive mileage allowance in accordance with Board policy.

#### 22.03 Smocks

The Board agrees to provide smocks as required for the staff working with machines or any job of similar nature that could result in the soiling of their normal apparel.

- 22.04 For each employee required to transport a student(s) from home to school on a daily basis, the Board, will pay the difference in insurance premiums to provide the required coverage on the employees' vehicle.

## ARTICLE 23 - PLURAL OR FEMININE TERMS MAY APPLY

Whenever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context of the Party or Parties hereto so require.

## ARTICLE 24 - WAGES

24.01 The Board will pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of the agreement. On each pay day, each employee will be provided with an itemized statement of wages and deductions. For full-time and part-time employees, payment will be made by direct deposit. The effective date will be September 1, 1990.

The employer may not make deductions from wages or salaries unless authorized by the employee, statute, court order, arbitration order or by this agreement effective April 21, 1987.

24.02 Full time or part time employees filling a temporary assignment will receive the rate of pay for the job, based on the job classification and the employee's experience.

### 24.03 Temporary Employees Rate of Pay

Temporary employees shall be paid the probationary rate of level 1 for their first 25 days of work with the Board. Commencing with the 26th day of work, the rate of pay shall be the probationary rate of the position being filled.

For purposes of this article, a work day is defined as a day when the employee is on the job for any scheduled hours.

### 24.04 Pay Schedule

Employees will be paid bi-weekly on Thursday except as outlined in a schedule for the following calendar year which shall be distributed to all employees by November 30 each year.

## ARTICLE 25 - TECHNOLOGICAL CHANGE

Should technological change make it necessary for an employee to acquire additional or greater skills in order to perform the duties of his/her position, the affected employee shall receive the required on-the-job training or if the employer deems necessary, training elsewhere up to three weeks in length at the cost of the employer.

An employee who is displaced from his/her regular position because of technological change will be automatically recalled before the posting of any vacancy provided the displaced person has the necessary ability and qualifications for the vacant position.

## ARTICLE 26 - VIDEO DISPLAY TERMINALS

For the term of this Agreement, a pregnant employee working on a video display terminal at her request in writing accompanied by a certificate from a legally qualified medical practitioner certifying that she is pregnant will be reassigned to a position for which she has the ability and qualifications within the bargaining unit, provided such position exists. It is understood that in the case of a vacant position, the pregnant employee will be given 105 hours training to become proficient in the new position or if an exchange is required, each of the participants will be given 105 hours training to become proficient in the new position.

## ARTICLE 27 - JOB EVALUATION

### 27.01 Joint Job Evaluation Committee

The parties shall establish a Joint Job Evaluation Committee consisting of two (2) members from the Employer and two (2) members from the Local Unit. This Joint Committee shall have equal representation and participation from both parties.

### 27.02 Terms of Reference for the Joint Committee

The Committee shall:

- a) determine the process and procedures in order to commence and complete the Job Evaluation Program;
- b) perform the duties as outlined in the process and procedures to complete the program;
- c) develop a Weighted Point Job Evaluation Manual and determine the factors to be used and the point weightings;
- d) evaluate the jobs/positions using the Job Evaluation Manual as developed;

- e) modify manual as necessary if problems exist in evaluating jobs/positions in Clause 27.02 d);
- f) develop a maintenance procedure for the programme;
- g) make recommendations regarding implementation of the plan, including the salary structure.

#### 27.03 Documents for the Committee

The Committee shall be supplied with all Job Evaluation documentation and Job Descriptions, Job Specifications, ratings and evaluation.

#### 27.04 Attendance at Meetings

The employer shall release, without loss of pay or benefits or seniority, the representatives named by the Union to attend sessions of the Joint Job Evaluation Committee.

#### 27.05 No Reduction in Wages

No employee shall have his/her wages reduced because of any job Evaluation Programme. However, they may be red-circled until the wage rate for that position reaches or supersedes that rate. When the wage rate surpasses the red circled rate, the increase shall take effect immediately.

#### 27.06 Job Evaluation Consultants

Nothing in this Agreement shall be interpreted as barring either party to this agreement from engaging consultants/advisors as representatives of either party to the Joint Job Evaluation Committee.

The Committee agrees to consider information relevant to the matter provided by consultants engaged by either party.

#### 27.07 Maintenance Procedure Manual

In accordance with Clause 27.06, the Committee shall reduce to writing a "Maintenance Procedures Manual" in order to assure future maintenance of the plan(s). The "Maintenance Procedures Manual" shall be attached to and form part of this agreement.



## 27.08 Job Evaluation Ratings

The salary differentials shall reflect differences in Job Value (i.e. point ratings, established through the job evaluation program).

## 27.09 Disagreement Regarding Job Evaluation

Any disagreement among the Committee concerning the overall Job Evaluation programme the Union and Management shall each select one additional person to join the Committee, as in Clause 27.01. Agreement shall be said to have been reached if all save one agree. If agreement cannot be reached by the larger committee, the matter shall be referred to a single arbitrator who shall be jointly selected by the parties to this agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. The arbitrator's fees and expenses shall be determined and shall be borne equally between both parties.

The documentation provided to the Arbitrator shall be restricted to Job Evaluation Documents, such as Job Descriptions, Job Specifications, Appeal Forms, the Job Evaluation Manual or other pertinent documents as required.

If there is an impasse on selection of the arbitrator, the Committee shall refer the matter to the Ontario Labour Relations Board.

The Arbitrator's decision shall be directed to the Chairperson of the Joint Job Evaluation Committee who in turn shall inform the employer and the Union.

## 27.10 Arbitration Procedures

### 10.1 Arbitration Hearing

The Employer and the Union shall be in attendance at the Arbitration hearing. The Arbitrator shall have the right to request additional information and to summon other parties as deemed necessary.

### 27.11 Implementation

The date of implementation of the Joint Job Evaluation Programme shall be September 1, 1986.

### 27.12 Grievance

A decision of this Committee is not grievable by an employee.



27.13 Jobs reclassified as a result of the initial evaluation will have their increases retroactive to April 21, 1986.

ARTICLE 28 - RESOLUTIONS AND REPORTS OF EMPLOYERS

A copy of the Board minutes and policies will be forwarded to the Unit Chairperson.

ARTICLE 29 - AGREEMENT TO REMAIN IN FORCE


This agreement dated May , 1997 represents complete collective bargaining and full agreement by the parties with respect to rates of pay, wages, hours of employment other conditions of employment, and that, except as changed and modified by, the provisions hereof, all rates of pay, wages and other conditions of employment including the Board's heretofore exercised managerial rights, shall during the term hereof, remain as they are unless amended by mutual agreement between the parties.


ARTICLE 30 - DURATION


This agreement shall become effective on ~~April 1, 1996~~ and shall remain in full force and effect through August 31, 1998 and thereafter for two years unless either party gives notice in writing, by registered mail to the other party not more than 90 days prior to the annual expiration date, of desire to terminate, amend or modify this agreement.

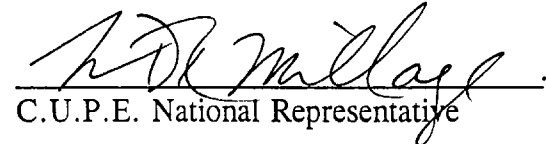
The Victoria County Board of Education

Canadian Union of Public Employees  
and its Local #855

  
Chairperson Negotiating Committee

  
Chairperson  
Secretarial and Educational  
Assistant Unit  
C.U.P.E. Local #855

  
Board Chairperson

  
C.U.P.E. National Representative

  
Director of Education

SCHEDULE "A"

EFFECTIVE APRIL 1, 1996

<b>SALARY GROUP</b>	<b>1 PROBATION RATE</b>	<b>2 TO 12 MONTHS</b>	<b>3 OVER 12 MONTHS</b>
01	13.39	13.64	13.98
02	13.54	13.79	14.13
03	13.68	13.93	14.27
04	13.82	14.07	14.41
05	13.96	14.21	14.55
06	14.11	14.36	14.70
07	14.25	14.50	14.84
08	14.40	14.65	14.99
09	14.54	14.79	15.13
10	14.68	14.93	15.27
11	14.82	15.07	15.41
12	14.97	15.22	15.56
13	15.11	15.36	15.70
14	15.25	15.50	15.84
15	15.39	15.64	15.98
16	15.53	15.78	16.12
17	15.67	15.92	16.26

Memorandum No. 1989-66 is attached to this agreement for information only and does not form part of the Collective Agreement.

VICTORIA COUNTY BOARD OF EDUCATION

MEMORANDUM NO. 1989-66

---

**DATE OF ISSUE:** 1989 10 06      **EFFECTIVE:**Immediately

**SUBJECT:**                    HUMAN RIGHTS CODE AND SEXUAL HARASSMENT

**APPLICATION:**            SUPERINTENDENTS  
PRINCIPALS  
LOCAL PRESIDENTS OF C.U.P.E., F.W.T.A.O.  
O.P.S.T.F. and O.S.S.T.F.

**REFERENCE:**                REPLACES G-85-41

**ORIGIN:**                     DR. D. M. DISNEY

- 
- 1                    HUMAN RIGHTS CODE
- 1.1                Sexual harassment in the workplace is a problem addressed in the new Human Rights Code.
- 1.2                Our practice has been to work with representatives of all employee groups to devise a set of procedures that are fair to all.
- 1.3                It would appear that an act will or will not be considered to be sexual harassment depending on how it is viewed by the parties involved.
- 1.4                Such an act can occur in many forms from good-natured flirtation intended to make the recipient feel good about herself (himself?) to horror stories that many or all of us have heard regarding the boss who uses his position of authority to seek sexual favours from another. It is interesting to note that an off-colored story can now be interpreted as sexual harassment, depending on the circumstances in which it is told. As someone has noted, sexual harassment is difficult to define but most of us recognize it when we encounter it. The Human Rights Code attempts to define it - see Appendix A.
- 1.5                Because of the great variance in degree or intent, it is important to have a set of procedures that provides for different handling of a minor subtle incidence that is open to interpretation from that of a major one in which there is little or no doubt about what is intended or what occurred. We have tried to take these variations into account in Appendix B - the procedures.

**Sexual Harassment**

Page 2

- 1.6 It must be recognized also that the effectiveness of individuals to whom an employee may go for help may be very inconsistent. Some may wish only counsel; some may wish to moderate a situation, while others may have the authority and be required to resolve it.

D. M. Disney, Ed. D.  
Director of Education

/mc.

## APPENDIX A

### HUMAN RIGHTS CODE, 1981 - CHAPTER 53

- Bill 7 - An Act to revise and extend protection of Human Rights in Ontario.
- Section 4(1) Every person who is an employee has a right to freedom from harassment by the employer or his agent or by another employee in the workplace because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offences, marital status, family or handicap.
- Section 6(2) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee.
- (3) Every person has a right to be free from
- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.
- Section 7 Every person has a right to claim and enforce his or her rights under his Act, to institute and participate in proceedings under this Act and to refuse to infringe a right of another person under this Act, without reprisal or threat of reprisal for so doing.
- Section 8 No person shall infringe or do, directly or indirectly, anything that infringes a right under this Part.
- Section 9 (f) "harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

**APPENDIX B**  
**COMPLAINT PROCEDURE FOR SEXUAL HARASSMENT**

\* An employee may be accompanied by a representative of her/his Union or Federation at any step in this process.

<u>SEQUENTIAL STEPS</u>	>	<u>PERSONS INVOLVED</u> >	<u>DETAILS</u>
1. Informal Counselling	>		>
	>	A trustee peer	>
	>		>
	>		>
	>		>
2. Formal Complaint	>	Complainant and	>
	>	immediate super-	>
	>	visor, or if	>
	>	supervisor is	>
	>	the second party	>
	>	the supervisor's	>
	>	supervisor	>
3. Advisement of Accused	>	Complainant,	>
	>	accused and the	>
	>	official in 2.	>
	>	above.	>
	>		>
	>		>
	>		>
4. First Attempt at Resolution	>	Complainant,	>
	>	Accused,	>
	>	Official in 3.	>
	>		>
	>		>
	>		>
	>		>
	>		>
	>		>
	>		>
	>		>
	>		>
	>		>
	>		>



*THE VICTORIA COUNTY BOARD OF EDUCATION*

**POLICY 435**

**CLERICAL AND EDUCATIONAL ASSISTANTS  
PROFESSIONAL DEVELOPMENT FUND**

**1.0 PURPOSE**

- 1.1 To encourage improvement of professional clerical and educational assistant standards for the benefit of the pupils.
- 1.2 To subsidize employees' cost of updating (as distinct from upgrading) professional development programs, namely conferences, courses, and seminars. An updating program, for purposes of this fund, is defined as one which provides an opportunity to expand his/her knowledge base relative to their position with the Board and is not for the purpose of salary advancement.

**2.0 THE FUND**

The amount of the fund will be negotiated as part of the Collective Agreement by the Negotiating Committee of Canadian Union of Public Employees representing the clerical and educational assistants, and the Board. The amount(s) will be for the calendar year(s) following the year of negotiations.

**3.0 ADMINISTRATION OF THE FUND**

- 3.1 The fund will be administered by a committee of four members from the bargaining unit and the Manager Staff Services or his/her designate.
- 3.2 The Bargaining Unit membership shall be made up of one elementary school secretary, one secondary school secretary, one educational assistant, and one Unit member from the Education Centre.
- 3.3 Any employee on this committee must have completed their probationary period with Board.
- 3.4 Representatives will serve for a two year period with a suitable turnover each calendar year.
- 3.5 The secretary of the fund shall hold this position for two years.

**4.0 SUPPLY COSTS**

The cost of any supply employees required to enable staff to attend conferences or courses will be levied against the fund.

**5.0 ACCOUNTABILITY**

Owing to the fund being raised through public taxation, the following are accountability factors that must apply:



- 5.1 Only those courses or conferences held within the Province of Ontario are eligible for subsidization except with the expressed approval of the **Board**.
- 5.2 Subsidization of any course will require successful completion of the course.
- 5.3 Subsidization of any summer course or conference will require that the employee be returning to the Board the following September.
- 5.4 Subsidization for accommodation, registration **fees** and tuition **fees** will require receipts to be submitted to the secretary of the **committee** and subsequently to the Education Centre. Payment of accommodation and food will be made at the end of the calendar year and will be dependent upon any monies being left in the fund. Monies left in the fund **will** be divided equally **among** those attending conferences.
- ~~5.5~~ Submissions to the Education Centre for subsidization must be **certified** and forwarded by the secretary of the committee.
- 5.6 All applications to the committee for subsidization from the **fund** shall be made on a standard form available at each location.
- 5.7 All submissions to the Education Centre from the secretary of the committee **shall** be made on the standard form with appropriate receipts attached.
- 5.8 **An** annual report to the Director listing conferences, participants, and subsidy from the **fund** will be **filed** by **January 31** each year by the Secretary.

**6.0 AMENDMENTS TO THIS POLICY:**

Amendments to this policy must be ratified **jointly** by the Unit Executive (C.U.P.E. Local **855**) and the Board.

**7.0 THE FOLLOWING GUIDELINES APPLY TO THE COMMITTEE'S OPERATION:**

- 7.1 Monies will be appropriated on a **75% - 25%** basis. (**75%** for conferences from January to June **and 25%** for conferences from September to December.)
- 7.2 Selection will take into account:
  - 7.2.1 Order of receipt of applications.
  - 7.2.2 Previous use of P.D. funds - e.g. two conferences in a **three year period**.
  - 7.2.3 Work **area** representation - i.e. secretarial or educational assistant.
- 7.3 The final decision **shall** be **at** the discretion of the committee.

- 7.4 If the application is approved, the committee will pay the following expenses:
- 7.4.1 replacement supply costs.
  - 7.4.2 registration.
  - 7.4.3 any money left in the fund at the end of the calendar year will be used to pay for accommodation and food and will be divided equally among those attending conferences.
- 7.5 A report, ~~written~~ by the employee after the conference, must be submitted to the secretary ~~with~~ receipts within two weeks of attending the conference.
- 7.6 **Reports** to the committee may be copied and distributed to each school for the information of the staff.
- 7.7 A list of conferences which have been attended and the comments of **those** who **have** attended them, is available, upon request, ~~from~~ the secretary.
- 7.8 ~~Meetings~~ of the Professional Development Committee **shall** be called by the secretary **as** required and shall be outside regular working hours without cost to the Board.

December, 1993

**LETTER OF UNDERSTANDING**

**between**

**The Victoria County Board of Education**

**and**

**C.U.P.E. Local 855 Clerical & Educational Assistants**

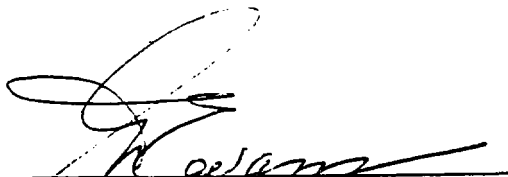
In an effort to control expenditures, the Board in recent years implemented a practice where the **granting** of vacation with pay during the year when school was 'in session' would only be permitted if a replacement was not required.


Employees who took vacation without pay became subject to Article 21(1)(b) of the Collective Agreement whereby sick leave for that broken month did not accumulate.

The parties agree that for the **life** of this agreement, to March 31, 1996, employees who are **granted** vacation without pay will be exempt from Article 21(1)(b).

The parties further agree that adjustments will be made retroactively to January 1, 1992, to sick leave records of those employees who did not receive sick leave credits while on vacation without pay.

DATED AT LINDSAY THIS 28<sup>th</sup> DAY OF FEBRUARY 1994.

  
\_\_\_\_\_  
For the Board

  
\_\_\_\_\_  
For the Union

LETTER OF UNDERSTANDING

BETWEEN

THE VICTORIA COUNTY BOARD OF EDUCATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 855

The above parties, without prejudice, agree:

That the Board allow Educational Assistants on lay-off as a result of the December 22, 1995 cut backs to continue in the Extended Health Care and Dental plans to June 30, 1996 with the total cost of premiums to be paid by the employee.

To qualify employees must file post-dated cheques with the Board covering the period by December 21, 1995. There will be no exceptions after this date. A one time administrative fee in the amount of \$15 will be paid on the first post-dated cheque.

Dated January 10/96

FOR THE BOARD

Helina Lynch

Dianne Dalton

FOR THE UNION

W. Mullan

Marleah Burton

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE VICTORIA COUNTY BOARD OF EDUCATION**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL, 855**

The parties agree that the assignment of duties to the Educational Assistants who are covered by the Generalist job description is ultimately the responsibility of the Principal.

It is the intent of the parties, however, that the process of determining assignments should include consultation with the employee(s) to consider their relative skills **and** interests.

Dated Jan 10/96

**FOR THE BOARD**

Helma Lynch

Dianne Dalton

**FOR THE UNION**

Tom Miller

Marleah Burton

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE VICTORIA COUNTY BOARD OF EDUCATION**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 855**

The above parties agree for the 1995/1996 school year that:

1. The current seniority list shall be divided into two lists:
  1. One list shall have the seniority, names and schools of all of the Educational Assistants.
  2. The other list shall have the seniority, names and work location of all of the Board's Secretaries. Library technicians and technicians will be recognised as Secretaries for the purposes of seniority.
  
2. For Educational Assistants:  
"the employee who is subject to lay-off has the right to bump the person with less seniority for which the employee subject to lay-off has the basic qualifications and ability"  
(amendment to Article 12, 6(c))

Dated Jun 1 0/96

FOR THE BOARD

William Lynch

Dianne Dalton

FOR THE UNION

M. Millan

Marleah Burton

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE VICTORIA COUNTY BOARD OF EDUCATION  
AND  
CUPE LOCAL 855 CLERICAL AND EDUCATION ASSISTANTS**

**RE: CENTRAL DISPATCHER POSITION**

The Board has decided to implement a central dispatch service for the deployment of occasional teachers. The delivery of service will require the dispatcher to work outside the normal office hours. The dispatcher will provide the service from their residence using equipment which is supplied and maintained at Board expense.

The new system will require training of the dispatcher, the school officials who access the service, the occasional teachers and the staff who provide information for the system. Accordingly, it is imperative that the employee providing this service remain in this position for an extended period.

In recognition of the creation of this new position and the conditions relating thereto as described above, the parties agree as follows:

Article 12(6)(c) - Lay-Offs

This section will not apply to this position for the term of this agreement.

Article 14 - Job Postings and Staff Changes

The employee in this position will not be eligible to respond to job postings during the period of this agreement.

Article 16 - Hours of Work and Overtime

The hours of work for this position will be Monday to Friday, 6:30 am. to 9:00 a.m., Monday to Thursday, 7:00 p.m. to 9:00 p.m. and Sundays, 7:00 p.m. to 9:00 p.m.

Any overtime will require prior approval of the Human Resources Assistant.

Article 16 (6) will not apply to this position.

Article 24 - Wages

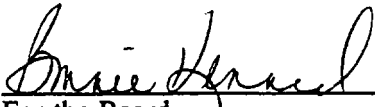
The hourly rate for this position will be as determined through Article 27 - Job Evaluation.

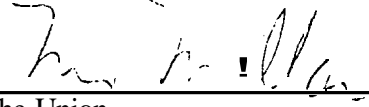
The rate for Category 1 will be the interim rate pending job evaluation.

The employee will be required to provide space in his/her residence to accommodate the necessary telephone, answering machines and computer equipment. The Board will provide and maintain the equipment at its expense.

This agreement will expire on June 30, 1998.

DATED IN LINDSAY THIS 30<sup>th</sup> DAY OF SEPTEMBER, 1996.

  
\_\_\_\_\_  
For the Board

  
\_\_\_\_\_  
For the Union

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE VICTORIA COUNTY BOARD OF EDUCATION**

**AND**

**THE *CANADIAN* UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 855**

The above parties, without prejudice, agree:

The normal hours of work for the position of FOOD SERVICES WORKER are eight hours per day.

Dated Oct 21 1966

FOR **THE** BOARD

*Ernie Harned*

FOR THE UNION

*W. Miller*



**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE VICTORIA COUNTY BOARD OF EDUCATION**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 855**

The above parties agree for the 1996/1997 school year that:

The following temporary Educational Assistant positions,

Mariposa • 1/2 time

Jack Callaghan - full time

Home Assistance - 2 hours/day

not be posted during the school year.

These positions are being **filled** temporarily with persons from the bargaining unit who are on layoff.

If the above positions still **exist** for September 1997, they will be posted in June 1997

FOR THE BOARD

Drainne Dalton

date: 1997.02.17

FOR THE UNION

Man Milla

date: Feb 6/97

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE VICTORIA COUNTY BOARD OF EDUCATION**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 855**

The above parties, without prejudice, agree:

For 1997, that the Canada Day Holiday be observed on Monday, June 30, 1997, and that July 1 be a regular day of **work**.

Dated March 27/97

FOR THE BOARD

Harold Summers

date: March 27/97

FOR THE UNION

Graham Miller

date: Apr 2/97

# LETTER OF UNDERSTANDING

between

THE VICTORIA COUNTY BOARD OF EDUCATION

and

C.U.P.E. LOCAL 855 SECRETARIAL AND EDUCATIONAL ASSISTANTS

and

C.U.P.E. LOCAL 855 CUSTODIAL & MAINTENANCE

The Victoria County Board of Education and the Canadian Union of Public Employees, Local 855, Secretarial and Educational Assistants and Local 855 Custodial & Maintenance have agreed on the following method whereby the unions will guarantee to save the V.C.B.E. \$24,000 during the 1997 fiscal year.

1. The Professional Activity Day for C.U.P.E. members scheduled for April 25, 1997 and rescheduled to November 14, 1997 will be cancelled. Educational Assistants will not work on April 25, 1997, while some may work on November 14, 1997. Educational Assistants may use accumulated vacation time on April 25 and November 14, 1997. Estimated savings \$12,000.
2. The allowance for professional activities for Local 855, Secretarial and Educational Assistants in the amount of \$2,500 will be removed from the 1997 budget and there will be no expenditure for professional activities in 1997.
3. The allowance for professional activities for Local 855, Custodial & Maintenance members in the amount of \$2,500 will be removed from the 1997 budget and there will be no expenditure for professional activities in 1997.
4. The amount of \$166,500 appears in the 1997 budget of the V.C.B.E. to cover replacement staff costs for staff who are C.U.P.E. members (Appendix **A**). The two C.U.P.E. locals agree to work with their membership to save \$7,000 from this budget item.

Between November 1st. and 15th., 1997 the Presidents of the two C.U.P.E. locals will meet with the Superintendent of Business and the Controller of Finance to determine if the Board's replacement costs for staff who are C.U.P.E. members is projected not to exceed \$159,500 in the 1997 fiscal year.

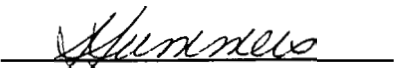
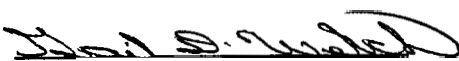
Letter of Understanding - Appendix "B" cont'd.

For the amount that the replacement costs exceed \$159,500 up to a ceiling of \$166,500 the C.U.P.E. locals will prior to December 31, 1997 arrange with the Board to save that amount by way of time off without pay or by direct payroll deduction from the membership of the locals or by any method agreeable to the Board. Educational Assistants are excluded from the recovery of the \$7,000 or any part thereof.

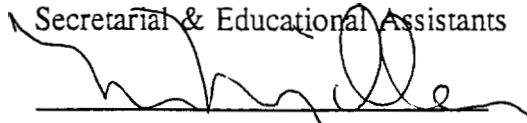
5. The Board agreed there **will** be no reduction of custodial, maintenance and secretarial staff between the date of ratification of this letter of understanding and December 31, 1997 unless required by directives from the Ministry of Education and Training or the Education Improvement Commission.
6. The Board agreed to no lay-off of educational assistants between the date of ratification of this letter of understanding and June 30, 1997.

Dated at Lindsay, Ontario this 15th. day of April, 1997.

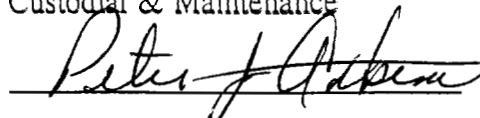
For: The Victoria County Board  
Education

  
\_\_\_\_\_  
  
\_\_\_\_\_

For: C.U.P.E. Local 855  
Secretarial & Educational Assistants

  
\_\_\_\_\_  
\_\_\_\_\_

For:, C.U.P.E. Local 855  
Custodial & Maintenance

  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE VICTORIA COUNTY BOARD OF EDUCATION**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 855**

**WITHOUT** PREJUDICE, both parties agree that for purposes of job posting, lay off and recall from lay off, the seniority for Secretaries, Technical Support and Educational Assistants will be based on the seniority list dated December 31, 1995. This will preserve the seniority standing as it was when lay off began.

To allow this, all permanent employees on that list will receive one year's full seniority for each year worked, regardless of the actual hours worked.

This arrangement is to remain in effect until September 1, 1998, unless extended by mutual agreement.

FOR THE BOARD

Danne Dalton  
Karen Summers  
date: \_\_\_\_\_

FOR THE UNION

Miller  
date: May 19/97

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE VICTORIA COUNTY BOARD OF EDUCATION**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 855  
SECRETARIAL AND EDUCATIONAL ASSISTANT UNIT**


On October 22, 1996 the Parties established a Committee to study the movement of Educational Assistants resulting from the posting process, lay off, bumping and redundancy and the resulting disruption to staff, students and their program caused by this movement. The committee is to report by November 15, 1997. The committee has recommended and the parties concur that for a trial period for the 1997/1998 school year the following occur:

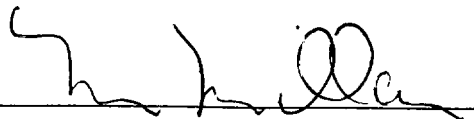
1. A one (1) day placement process will take place for Educational Assistants which will include posting and bumping for positions for the 1997/1998 school year. The day is June 10, 1997 at 4:30 pm and will be at no additional cost to the Board.
2. No posting of vacancies during the school year will occur for Educational Assistant positions.
3. Vacant positions which occur during the school year will be filled by:
  1. Qualified Educational Assistants on Layoff/or Career Development
  2. Temporary educational assistantsThe position, if it still exists will be posted in June, 1998.

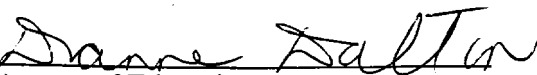
Date: at Lindsay Ontario this 11th day of June 1997

For the Victoria County Board of Education

For the Canadian Union of Public  
Employees Local 855, Secretarial  
and Educational Assistant Unit

  
\_\_\_\_\_  
Chair of Board

  
\_\_\_\_\_

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