

COLLECTIVE AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

AND

THE

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1328**

AFFECTING

OFFICE, CLERICAL AND TECHNICAL EMPLOYEES



September 1, 2004 – August 31, 2005

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THIS AGREEMENT made the **28th** day of **June, 2005**

B E T W E E N:

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "Board")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1328

(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1

RECOGNITION

- 1.01 The Board recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining in respect of rates of pay, hours of work and other working conditions for all office, clerical, technical employees and placement clerks of the Board in the City of Toronto save and except supervisors, persons above the rank of supervisor, employees in the classifications set out in Appendix A hereto, employees covered by the certificate dated April 23, 1970, issued by the Ontario Labour Relations Board to the Union, and students employed during the school vacation period.
- 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 singular shall include the plural when the context so requires.
- 1.04 Unless explicitly stated to the contrary in an article or clause, the term "days" or "working days" shall mean a day when employees are expected to work, but excluding Saturday, Sunday and specified holidays recognized in this Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

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

ARTICLE 3

NO UNION ACTIVITY OR DISCRIMINATION

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

ARTICLE 4

NO CESSATION OF WORK

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

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

ARTICLE 5

UNION SECURITY

- 5.01 The Board shall deduct from each pay cheque in each month of every employee who is presently a member of the Union and of every new employee who has completed three (3) months from the date of last hiring a sum equal to the monthly dues as determined by the Local Union's by-laws. The Board shall remit such deduction to the Treasurer of the Union along with dues deductions and the list of salaries from which such dues are deducted together with a list of the names of the employees from whom such deductions were made, (five) 5 days after deductions were made.
- 5.02 The Board shall supply the Local Union, upon request with an up-to-date computer disk containing the names, addresses, phone number, and worksite then on file for each employee, unless the employee objects.

ARTICLE 6

UNION REPRESENTATION

- 6.01 The Local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than five (5) employees, not more than one (1) of whom shall be employed in the same department or school. Such committee shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement. The National Representative may form part of the committee, if the Local Union so desires.
- 6.02 The Local Union may also appoint or otherwise select eight (8) stewards. The Local Union may also appoint or otherwise select a Grievance Officer to represent the Local in the Grievance process.
- 6.03 A steward's function shall be to assist an employee in the preparation and presentation of grievances. A steward, with the prior permission of the steward's supervisor (in the case of school secretaries, the principal), shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances. Until such time as the Board believes the privilege of such time off is being abused, stewards shall suffer no loss in pay for any portion of their regularly scheduled work time spent with such permission in servicing grievances.
- 6.04 Members of the bargaining committee, for any portion of their regularly scheduled work time spent with the permission of the Board in attending negotiation meetings, shall suffer no loss in pay.
- 6.05 The Local Union shall notify the Board in writing of the names of its officers, Chief Steward, stewards and members of the bargaining committee and of any changes therein from time to time.
- 6.06 The Board shall arrange with one of the stewards at the Catholic Education Centre to speak to each new employee for not more than twenty (20) minutes during a monthly orientation period without loss of pay for the purpose of acquainting the new employee about membership in the Union and the employee's responsibilities and obligations to the Board and to the Union.

- 6.07 a) The Board agrees to establish a committee comprised of one (1) representative of the union and one (1) representative of the Board. Where so requested by an injured worker, the committee's terms of reference will be to make recommendations to affected employees and the Board regarding employment opportunities for injured workers, including modification to the existing jobs and descriptions of other jobs appropriate to such employee's capabilities.

The Committee will take into account:

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

ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

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

Arbitration

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

- 7.11 Each party shall pay one-half (1/2) of the fees and out-of-pocket expenses of the chairperson and those of its own appointee.
- 7.12 If any party disagrees with the other as to the meaning or application of the decision, it may apply to the chairperson of the board of arbitrators within ten (10) days from the issue of the decision with a request that the chairperson reconvene the board to clarify the decision, and for such purpose the board may be reconvened and issue a clarification of its decision.
- 7.13 Should any grievance arise between the Board and any employee or any direct difference between the Board and the Union or Local Union, or should any employee believe that the employee's discharge is in violation of this Agreement and should any party desire to take advantage of the procedure provided for in this Article, each step in such procedure (including any reference to arbitration) required to effect a satisfactory disposition of the matter shall be taken by such party within the time limited above set forth or the matter shall be deemed to have been abandoned.
- 7.14 The time limits outlined herein for the grievance process may be extended by mutual consent.

ARTICLE 8

DISCHARGE AND DISCIPLINARY PROCEDURES

- 8.01 A claim by an employee that the employee has been unjustly discharged or suspended for more than part of a day will be treated as a grievance if a written statement of such grievance is lodged at Stage Two within five (5) days of the discharge or suspension. Such written statement shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based. Failure to state one or more provisions of the Agreement shall not prejudice the right of the employee or of the Union to rely on any other provisions of the Agreement.
- 8.02 i) At the written request of an employee the Board shall, within 5 days, allow the employee to inspect the employee's Human Resources file with prior arrangement made with the Superintendent of Education, Human Resources or designate. Such inspection may be made up to twice a year and shall be in the presence of such Superintendent or designate. The employee's response to anything contained in such file shall become a part of such file provided such response is made within five (5) days from the date when the employee inspected the file. The employee's Human Resources file shall be defined herein as such file containing the employee's official work record including all references to performance, evaluation, and discipline.
- ii) Employees shall be responsible to insure that such official file reflects their up-to-date qualifications and awards.
- 8.03 Where an employee has a clear record for three (3) years following a threat of discharge, for one (1) year following a suspension or a written or oral warning, the employee's prior record shall be destroyed and not be used against the employee in any subsequent discipline. Where the Board issues an adverse report concerning an employee, such employee may, if the employee acknowledges receipt of a copy of such report, file a reply thereto with the Board within ten (10) days from such receipt and such reply shall become a part of the employee's file.
- 8.04 In the event the Board intends to give an employee a written reprimand, suspend the employee for more than part of a day or discharge the employee, the immediate supervisor or designate of the Board shall inform such employee prior to the occurrence of such of the reason(s) therefor and that a steward may be present. The absence of a steward shall not affect the validity of the reprimand, suspension or discharge.

ARTICLE 9

SENIORITY

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

- (c) An employee with continuous service with the Board who has returned to the bargaining unit shall be deemed to have a length of seniority equal to that which the employee had accumulated at the time the employee was last appointed to a position outside the bargaining unit and after six months in the bargaining unit such employee shall have the seniority calculated as if all of the service with the Board had been in the bargaining unit.
- 9.03 A loss of seniority shall be deemed to have occurred if an individual employed by the Board
- (i) quits;
 - (ii) is discharged and is not reinstated by reason of the grievance procedure;
OR
 - (iii) is laid off beyond the period during which the employee was entitled to be recalled.
- 9.04(a) The Board shall maintain a master seniority list showing the name, classification and hiring date of each employee. Seniority will be unit-wide.
- (b) Master seniority lists will be posted annually by the Board by January 30 and a copy thereof shall be sent to the Recording Secretary of the Local Union. Such list shall include the job classification of each employee. In addition, the copy of the seniority list forwarded to the Local Union shall include the employee's work locations.
- 9.05(a) Layoff shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employee(s).
- (b) In all other cases of layoffs and demotions due to a reduction in the work force (other than layoffs and demotions of a temporary nature, i.e., two (2) weeks or less) 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. It is understood that school secretaries while not required to work during the Summer Break shall not be regarded as being on temporary layoff for the purpose of this section.
 - (c) An employee shall have the opportunity of recall from a layoff to an available opening at the same or lower grade level, in order of seniority, provided he or she has the ability and the qualifications to perform the work or can learn the job in a reasonable time.

- (d) An employee recalled to work in a different classification from which he or she was laid off should have the privilege of returning to the position held prior to layoff should it become vacant within twelve (12) calendar months after the recall.

9.06(a) In the event of any layoff, probationary employees shall be laid off first and thereafter employees shall be laid off in accordance with section 9.05. If an employee is not returned directly to the classification held before the layoff, the employee will have the first opportunity to be transferred back to the original classification when an opening occurs. The Board shall give at least two (2) months' notice to any employee who has completed probation (other than a temporary layoff, i.e., less than thirteen (13) weeks).

- (b) In the event that the Board proposes to reduce the hours of an employee, the employee has the right to elect in writing within five (5) working days from the day written notice was received of such reduction of hours to:

- (i) accept such reduced hours of work;

OR

- (ii) forthwith displace the least senior employee in the same classification and geographic area (Toronto, North York, Etobicoke/York and Scarborough/East York, with the Catholic Education Centre and each of the four (4) regional offices constituting, for the purpose of this provision, a fifth (5th) geographic area) with the same number of weekly hours if the employee is qualified to perform the duties of such employee.

Except where an employee has been awarded or assigned a position consisting of more than one school/department, the provision herein is applicable on an individual location basis and not on a collective basis where an employee may work at more than one school/department.

Any employee displaced by reason of (ii) shall be forthwith transferred to the job of the displacing employee with the hours of work reduced in accordance with the written notice. Such transfer shall not be subject to section 17.06.

With respect to any vacancy that may arise in the same classification and for the same number of hours per week as the displaced employee had been employed prior to such transfer within the succeeding twelve (12) months, such displaced employee shall have the right, upon being notified thereof by the Board in writing, to elect to be transferred to fill such vacancy if the employee is qualified to perform the duties thereof. Such right to fill such vacancy is exercisable within five (5) working days, notwithstanding sections 17.01 and 17.06.

- 9.07 Notice of recall shall be sent by registered mail or telegram to the last address recorded by the Board by the individual laid off requiring the employee to report to work on a date not earlier than seven (7) days after the date of such notice. If the employee does not reply within seven (7) days or fails to report for work at the time and date specified in the notice, the employee shall be deemed unavailable and the next eligible laid off individual shall be called. Notwithstanding the foregoing, a laid off individual shall have the right to refuse work that is or is expected to be of ten (10) days' duration or less without loss of seniority or recall rights provided the employee so informs the Board within said seven (7) days. Employees shall remain on the recall list for a period of two (2) years.
- 9.08 No union employee shall be laid off while a probationary employee is employed at a job in that employee's classification or at a job which the employee is capable of doing. No probationary employee shall be engaged or recalled for any job while an employee who is capable of doing that job remains laid off and is willing to be rehired.
- 9.09 No work will be contracted out if it causes:
- i) the termination or layoff of an employee with seniority or;
 - ii) the permanent reduction of regular non-overtime hours of work for an employee with seniority,
- except work that has been contracted out, on or before the date of signing of this collective agreement.
- 9.10 An employee assigned to a position shall not have their duties and responsibilities significantly altered without prior discussion between the Union and the Board.
- 9.11 It is agreed that persons such as volunteers, students, co-op students, parents and others who provide assistance to the Employer on a paid or unpaid basis shall be used only to enrich programs or provide other services and shall not be used if such use adversely affects the terms and conditions of employment of a bargaining unit employee.

ARTICLE 10

HOURS OF WORK

- 10.01 Except as otherwise stated in this Agreement, the normal hours of work for employees shall be thirty - five (35) hours per week made up of five (5) 7 hour days - 8:30 a.m. to 4:30 p.m. with one (1) hour off for lunch, Monday to Friday, both inclusive. The starting and leaving times stipulated may be changed from time to time with the consent of the Local Union.
- 10.02 Notwithstanding the foregoing, a system of staggered hours shall be available on the following basis:
- (i) Employees who wish to participate shall obtain the approval of their department head or principal. Upon approval, the staggered hours shall be mutually agreed upon and arranged in order that the department or school is able to function uninterrupted from 8:30 AM to 4:30 PM.
 - (ii) Band hours shall be from 7:30 AM to 5:30 PM for all months.

Core hours shall be from 9:30 AM to 3:30 PM for all months.

Core hours shall be from 8:30 AM to 4:30 PM for schools with only one employee.
 - (iii) All employees shall work thirty-six and a quarter (36 1/4) hours in each work week and all casual time allowed off during core time for personal reasons which are not credited against unused sick leave shall be made up. No banking of hours shall be permitted.
- 10.03 The Board may require employees to sign in and sign out in a book, including lunch periods.
- 10.04(a) 11 month school secretaries shall be required to work:
- (i) 35 hours per week, Monday to Friday inclusive, from 8:30 am to 4:30 pm or at such starting or leaving times as may be required with one hour off for lunch; and
 - (ii) from the beginning of an August week (to be determined on an annual basis) to the end of a following July week (to be determined on an annual basis) but excluding the Christmas and mid-winter breaks.
- (b) Ten month school secretaries/library technicians shall be required to work:

- (i) thirty-five (35) hours per week, Monday to Friday inclusive, from 8:30 a.m. to 4:30 p.m. or at such other starting or leaving times as may be required with one (1) hour off for lunch; AND
- (ii) from the beginning of the week immediately before the opening of school in September to the end of the week immediately following the closing of school in June, but excluding the Christmas and mid-winter breaks.

10.05 (a) Effective January 2, 1989, the normal hours of work for twelve month employees shall be thirty-six and a quarter hours (36.25) per week, made up of five 7.25 hour days - 8:30 AM to 4:45 PM with one hour off for lunch, Monday to Friday, both inclusive. The starting and leaving times stipulated may be changed from time to time with consent of the Local Union. Notwithstanding the foregoing, but subject to the approval of the department head or principal, an employee may elect to take a 45 minute or 75 minute lunch break, and adjust the starting or leaving time accordingly.

(b) In lieu of payment for the additional fifteen minutes per day, employees will not be required to work:

(i) on the second Friday in July and the following five Fridays in July and August;

(ii) on any workday between Christmas and New Year's which is not a holiday; or a day in lieu of a holiday; OR

(iii) on December 24 when December 24 falls on a Monday.

(c) The Board may not require employees to work on the remaining Fridays in July and August not included in 10.05(b) except that they will usually be required to work on the first Friday after Canada Day and the last Friday before Labour Day. The day(s) so affected will be a vacation day(s) as outlined in Article 12.02.

(d) In any event, the Board may require the services of an employee on workdays between Christmas and New Year's or on a Friday in July or August. Any employee so affected will be entitled to another day(s) off in lieu thereof.

(e) It is understood that any employee commencing a twelve (12) month position shall not be required to work any additional time over and above the requirements of 10.05(a) in order to enjoy the subsequently scheduled benefits as specified in 10.05(b), nor shall any reimbursement or time off be given because of the date on which the twelve (12) month position began.

Similarly, any employee who resigns or leaves a twelve (12) month position to accept a ten (10) month position shall not be required to make up time or be given any reimbursement or time off, because of the requirements of clause 10.05(a).

10.06 The telephone operators shall be required to work an 8:00 AM to 4:15 PM shift or a 9:00 AM to 5:15 PM shift.

10.07 Employees working in the Printing Department, the Computer Services Department, the Audio Visual Department, or the Assessment Department who occupy positions where, in the view of the Board, it is desirable that they commence and end their hours of work at times other than those specified in section 10.01 shall continue to work such hours at such times until or unless otherwise required by the Board.

At any time the Board proposes to change the regular hours of work of any such employees, it shall notify the Local Union of such proposed change at least one week in advance and, if so requested by the Local Union, shall discuss such change with it.

10.08 The Board does not guarantee to provide work for any employee or to maintain the work week or working hours presently in force.

10.09 Each employee will be permitted a fifteen (15) minute rest period in each half of their scheduled hours of work to be taken at times scheduled by the department head, supervisor or principal.

ARTICLE 11

SPECIFIED HOLIDAYS

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

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

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

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

11.02 A specified holiday shall be considered as commencing at midnight of the day preceding the holiday and ending 12 midnight on the holiday.

11.03 If an employee is required to work on any specified holiday, the employee shall be entitled to receive twice the employee's prorated salary for such work in addition to any holiday pay to which the employee may be entitled.

11.04 An employee shall be entitled to each of the holidays without any loss in pay:

(a) if the employee was not absent from work on the employee's last scheduled work day or shift immediately preceding or the employee's first scheduled work day or shift immediately following such holiday unless such absence was because of an illness or injury and is supported by a physician's certificate to that effect;

(b) if the employee has been instructed to report for work on such holiday and does so;

(c) if the employee was not on strike; or

(d) if the employee was not on a leave of absence without pay for a period of time in excess of ten (10) working days that encompasses the holiday;

provided the employee shall not be paid if 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 but if the employee is absent for more than such thirty (30) day period and is receiving sick leave pay the employee shall receive pay for such holiday.

11.05 If a holiday falls during an employee's vacation, the employee shall be entitled to an extra day off work with pay, as mutually agreed.

11.06 Notwithstanding the foregoing, school secretaries not required to work during the summer vacation period shall not be entitled to be paid for Simcoe Day.

ARTICLE 12

VACATIONS

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

Length of continuous service as at June 30	Length of vacation or pay in lieu thereof
Less than one year	one day for each month of service up to a maximum of 10 days
one year or over	3 weeks
nine years	4 weeks
seventeen years	5 weeks
twenty-three years	5 weeks plus 1 day
twenty-four years	5 weeks plus 2 days
twenty-five years	5 weeks plus 3 days
twenty-six years	5 weeks plus 4 days
twenty-seven years	6 weeks

provided that in no case shall any employee receive less than the amount to which an individual is entitled under The Employment Standards Act, R.S.O. 1980, C.137, as amended.

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

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

12.02 (a) Such vacation shall be taken at a time convenient to the Board, preferably during the summer period after the schools have closed and the two (2) weeks before they are to reopen, and to the extent practicable, relative seniority shall determine the choice thereof among the employees.

(b) Notwithstanding the foregoing:

(i) when twelve month employees are not required to work on the Fridays referred to in clause 10.05 (c), the vacation days provided in 12.01 shall be used first to cover these days;

(ii) a ten or eleven month employee, unless required to work pursuant to section 10.01, shall take any vacation with pay to which the employee is entitled hereunder during firstly, the Christmas Break, secondly, the mid-winter break, and thirdly, the summer break; AND

12.03 If an employee's service with the Board is terminated before the employee has taken vacation the employee shall be paid in lieu thereof:

(i) in the case of an employee with less than one (1) year's continuous service, four percent (4%) of any earnings;

(ii) in the case of an employee qualified for three (3) weeks' vacation, a sum equal to six percent (6%) of the employee's earnings from the previous June 30;

(iii) in the case of an employee qualified for four (4) weeks' vacation, a sum equal to eight percent (8%) of the employee's earnings from the previous June 30;

(iv) in the case of an employee qualified for five (5) weeks' vacation, a sum equal to ten percent (10%) of the employee's earnings from the previous June 30; and

(v) in the case of an employee qualified for six (6) weeks' vacation, a sum equal to twelve percent (12%) of the employee's earnings from the previous June 30.

- 12.04 In the absence of any special arrangement made with the Board, vacations shall be commenced in the calendar year, (i.e. prior to December 31) for which they are due or shall be forfeited, but any employee forfeiting vacation shall be paid the vacation pay to which the employee is entitled. Vacations are considered essential to the well being of each and every employee and pay in lieu thereof will be considered in exceptional circumstances and with the approval of the department head. Notwithstanding the foregoing, a twelve month employee with 3 or more years of service may, with the approval of the department head or principal, take one week of vacation in conjunction with the employee's vacation in the following year.
- 12.05 An employee who will be entitled during any calendar year to an additional one (1) week of vacation in excess of the employee's regular vacation of at least three (3) weeks by reason of then having completed the appropriate number of years of service with the Board shall be entitled to take such additional week at the same time as the employee's regular vacation or at such other time as may be mutually agreed upon.

ARTICLE 13

SALARY RANGES AND ADJUSTMENTS

13.01(a) (i) The *bi-weekly* salary rates for full time employees shall be as follows:

Effective **September 1, 2004**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 1	911.50	936.22	954.70	979.37	1016.38	1031.82
Grade 2	982.46	1007.13	1028.42	1047.21	1071.90	1099.71
Grade 3	1074.97	1099.66	1133.56	1152.09	1183.18	1222.04
Grade 4	1158.25	1204.52	1241.53	1284.71	1327.86	1367.97
Grade 5	1326.92	1371.39	1419.22	1455.32	1502.01	1541.49
Grade 6	1566.65	1609.75	1645.62	1685.09	1724.59	1760.55
Grade 7	1699.45	1742.53	1792.80	1839.52	1886.11	1936.39
Grade 8	1950.75	2011.75	2065.61	2119.44	2176.88	2230.72

13.01(a)(ii) In advancement from any one step to another, experience gained during the Social Contract period shall not be recognized for non - LICO employees. Those employees who were LICO employees under the Social Contract, shall have experience recognized in accordance with Social Contract provisions.

13.01(b) Any incumbent of a job, as of January 1, 1990, whose job classification was downgraded as a result of the job evaluation process shall be "grandfathered" in the job classification the employee held on January 1, 1990 until December 31, 1995, provided that such employee continues in the same job classification.

(c) The job classifications which were downgraded and which continue to have incumbents who were "grandfathered" under clause 13.01(b), shall be re-evaluated prior to December 31, 1995, using the same process and job evaluation system as for pay equity.

(d) The Board will be deemed to have met its obligations under clause 13.01(c) if a general review of job classifications is undertaken as part of pay equity maintenance or as a result of new legislation.

(e) Should the job class for any of the "grandfathered" employees be raised to its previous level, either through a re-evaluation process or through the regular collective bargaining process, the "grandfathering" requirement will be removed.

(f) Those incumbents who are in the same job on January 1, 1996 as they were on January 1, 1990 shall have their rate of pay adjusted at that time. The rate

shall be the appropriate rate for the job as defined in the collective agreement in effect on January 1, 1996; however, the Board shall not implement this clause until it has met its obligations under 13.01(c).

- 13.02 The classifications for each grade are set out below; however, the grade determination of a job classification is determined by the final Pay Equity Agreement, not by this clause.

GRADE 1

Mail Clerk

GRADE 2

A/V Clerk

Accounting/Filing Clerk

Assessment Clerk

Library/Circulation Desk

Jr. Clerk/Accounting

Jr. Clerk/Purchasing

GRADE 3

Switchboard Operator

Student Data Clerk

Cheque Production Clerk

Data Entry Operator/A.V.

Print Clerk

Steno/Office Services

School Library Purchases Clerk

Accounts Clerk

Teacher Records Clerk

Human Resources/Microfiche Clerk

Lib. Orders Clerk, Purchasing

Lib. Acquisitions Clerk

Bibliographies Clerk

Assessment, Student Data Clerk

Microfilm Clerk

Clerk Typist Psychology

Commercial Assessment Clerk

Human Resources Clerk

Clerical Assistant, Continuing Education

Secretary, Staff Allocation

Sr. Mail Clerk

Data Entry Operator

GRADE 4

Benefits Clerk
Pensions Clerk
Manual Purchase Orders Clerk
Accounts Payable Clerk
Purchasing Clerk
A/V Library Clerk
General Accounts Clerk
Sr. Print Clerk
Payroll Clerk
Accounts Receivable Clerk
Budget Disbursement Clerk
Budget Accounts Clerk
Inter-Library Loan Clerk
Transportation Clerk
Sr. Data Entry Operator
Permits Clerk
SEMS Operator
Library Technical Services Clerk
Computer Technician - Elem./Sec.
Supply Secretary
Curriculum support unit Secretary Academic
Test Centre Control Clerk
Secretary, French Language, Curriculum support unit
Admissions Clerk
Utilities Payable Clerk
Data Control Clerk

GRADE 5

A/V Technician - Video
A/V Technician - Secondary Schools
A/V Technician - Photography
A/V Technician - Curriculum support units
A/V Technician - Repair
Library Assistant/Secretary
Library Technician
School Secretary/Elementary
School Secretary/Secondary
Department Secretary
Curriculum support unit Secretary, Plant
Secretary, Human Resources
Secretary, Community Relations

Secretary, Continuing Education
Inventory Control Clerk
Science Lab Technician
Computer A.V. Tech
Computer Resource Technician
Secretary, Staff Development
Secretary, Teacher Records
Risk Management Clerk
Secretary, Recruitment and Records
Steno/Payroll
Budget Control Clerk

GRADE 6

Assessment Revisor
Computer Support Technologist
Planning Technician - Planning and Facilities
Corporate Services Technician
Planning Technician/Real Property
Graphic Artist
Computer Software Technician
Head School Secretary/Secondary
Secretary Superintendent of Education
Buyer, Administration
A/V Technician - Computers
A/V Technician - C.E.C.
Computer Operator

GRADE 7

Grants Technician
Sr. Buyer, Purchasing
Sr. Programmer
Sr. Computer Software Technician
Training/Documentation Support Technician
Sr. Computer, Support Technician
Transportation Planning Technician
Computer Assistant Design and Draft, (CADD OP)

GRADE 8

Programmer/Analyst
Sr. A/V Technician

13.03 The salary rate scales set out above shall be implemented as follows:

- (i) effective January 1st and payable on the normal payroll date for the first full pay period in the month of January, permanent employees shall be advanced to the next higher step from that which the employee had previously attained, except that
- (ii) effective on the first of the month following the successful completion of the probationary period and payable on the first payroll date of such month, an employee shall be advanced to the next higher step from that which the employee had previously attained except that an employee so advanced in November, December or January is not eligible for advancement under 13.02(i) above.

13.04 The Board may:

- (i) withhold from an employee a progressive increase if the supervisor has a good reason that such employee is not making satisfactory progress, provided any employee so denied this increase may bring a grievance under Article 7;
- (ii) hire a new employee into a classification no greater than Step 3 unless otherwise mutually agreed to by the parties; and
- (iii) in cases of merit grant more than one progressive increase at any time in which event it shall notify the Local Union.

13.05 An employee who is promoted to a job classification in a higher grade shall receive immediately as salary the salary determined by:

- (i) ascertaining the salary paid in such higher grade that is the same as or immediately higher than the employee's existing salary, and
- (ii) adding thereto the amount of the increment paid at the next higher step of such grade. Such increase shall be in addition to any normal increment to which the employee is entitled.

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

New Job Classifications

13.06 (a) In the event that the Board intends to implement a new job classification, it shall fix the salary range therefor at a range which it considers to be in line with present ranges in effect under this Agreement on the date when fixed. The Board shall notify the Local Union in writing of such intention, the salary range so fixed and the date of implementation of such new classification, which such date be no earlier than thirty (30) days after the date of such notice.

(b) If the Local Union believes that the range fixed for such new classification is not in line with such present ranges then it may discuss such new range with a representative of the Board if a request is made to the Assistant Superintendent of Education, Human Resources or designate within fifteen (15) days of such notice. If, within fifteen (15) days of initiating the discussion of the new range, the parties cannot agree the Local Union may submit the dispute to arbitration in accordance with clause 7.05.

(c) In its submission to the board of arbitration, the Local Union shall state the range it proposes for the classification and why it believes the Board's new range is out of line with present ranges. If the board of arbitration is satisfied that the new range is out of line then it may set the range at such range as it deems appropriate but in no event higher than the range proposed by the Local Union.

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

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

13.07 When an employee is assigned during the absence of another employee of a higher classification for fifteen (15) days or more the employee shall be paid during the period of such replacement the greater of:

(i) the employee's present salary plus an increment equal to the difference between the ultimate and penultimate steps in the employee's classification;

OR

(ii) the minimum salary rate of the higher classification to which the employee has been so assigned.

13.08 (a) A ten or eleven month employee, who while authorized works:

- (i) in excess of seven and a half (7 1/2) hours per day on any Monday through Friday, or on any Saturday, shall be paid for such time worked at the rate of one and one-half (1 1/2) the employee's prorated hourly rate; or provided that where an employee works in excess of seven and a half (7 1/2) hours the employee shall be entitled to be paid for all time in excess of seven (7) hours;
- (ii) on any Sunday, shall be paid for such time worked at the rate of double the employee's prorated hourly rate.

(b) A twelve month employee, other than an assessment revisor, who while authorized works:

- (i) in excess of 7 3/4 hours per day on any Monday through Friday, or on any Saturday, shall be paid for such time worked at the rate of one and one-half (1 1/2) the employee's prorated hourly rate; or provided that where an employee works in excess of 7 3/4 hours the employee shall be entitled to be paid for all time in excess of 7 1/4 hours;
- (ii) on any Sunday, shall be paid for such time worked at the rate of double the employee's prorated hourly rate.

(c) Such employee who is entitled to overtime premium pay may elect to take the equivalent time off at the appropriate overtime rate at a time mutually acceptable to the Board and the employee but if the Board and the employee are unable to agree on an acceptable time before the end of the calendar year, the employee shall be paid the overtime pay.

13.09 An employee shall be paid a minimum of three (3) hours at the employee's appropriate prorated overtime hourly rate for the time worked during such callout when

- (i) at least two (2) hours prior to the employee's next regularly scheduled work period, or later than two (2) hours after the completion of the employee's scheduled work period, an employee is recalled to work after leaving the employee's place of employment; OR
- (ii) an employee is required to work at a time starting more than two (2) hours after the completion of the employee's regularly scheduled work period.

- 13.10 (a) An employee who is regularly scheduled to work outside the band hours of 7:30 a.m. and 5:30 p.m. shall be paid a shift premium of \$0.65 per hour for work performed by the employee. Such premium shall not be payable to any employee who is regularly scheduled to work within such band hours but who may be required to work on overtime outside such hours. For the purpose of calculating overtime pay, Saturday or Sunday premium, the shift premium shall not be considered as part of an employee's prorated hourly rate.
- (b) In recognition of the hours worked outside the band hours, an assessment revisor who has completed the probationary period, shall be paid a lump sum of \$450.00 calculated as of December 1, and payable as soon as reasonable thereafter. The lump sum shall be prorated for any employee who was not entitled to be paid full time for the workdays during the previous year.

ARTICLE 14

WELFARE BENEFITS

- 14.01 The Board shall pay 100% of the premiums in effect on June 30, 1999 for participation by each employee (and any dependents) who has completed 3 months of the probationary period. Effective May 1, 2004 the Board shall pay 100% of the premium in effect on June 1, 2001.
- (i) Extended Health Care Plan - 10/20 deductible with a rider providing \$150 (\$250 effective month following ratification) every two (2) years for eye care;
 - (ii) Group Life - 3 times wages (a paid-up Life Policy of \$5,000 on normal retirement).
 - (iii) A \$7.00 dispensing fee cap will apply to all prescriptions.
- 14.02 The Board shall continue the Dental Plan with riders 1 and 2 based on the 1997 ODA tariffs and shall pay 100% of the premiums in effect on June 30, 1999 therefor for each employee (and any dependents) who has completed 3 months of the probation period. Effective May 1, 2004 the Board shall provide the Dental Plan based on the applicable 2001 Ontario Dental Association (ODA) tariff, with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of \$10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of \$3,000 per person.
- 14.03 The Board's obligation to pay on behalf of any employee and dependents, if any, the percentages of the premiums referred to in sections 14.01, 14.02 and 14.07 for each of extended Health Care Plan, Group Life, Dental Plan, and LTD or any benefit plan substituted therefor in accordance with section 14.04, shall not arise until the employee has executed and returned to the Human Resources Office the appropriate application forms that may be required for coverage under such plans.
- 14.04 The Board shall have the right to determine the carrier for any of the benefit plans covered in section 14.01, 14.02 and 14.07, provided that any new plan is equal or better in every respect to the provisions of the existing plan. The Board shall meet and discuss with the Union any plan changes before they are implemented.
- 14.05 The Board shall contribute on behalf of employees according to the requirements of the Basic Plan and Supplemental Plan Type 1 of the Ontario Municipal Employees' Retirement System.

- 14.06(a) Any reduction of unemployment insurance premium to which the employees and the Board are entitled to by reason of the sick leave plan shall be applied by the Board to the cost of the premiums payable by the Board with respect to the plans and insurance referred to in 14.01 and 14.02.
- 14.06(b) The Board shall provide a detailed report regarding (a) to the Local on an annual basis.
- 14.07 The Board shall continue the Long Term Disability plan in which all eligible employees are required to participate, and shall pay 75% of the premiums.

ARTICLE 15

SICK LEAVE PLAN

- 15.01 The Sick Leave Plan Article 23 hereto shall be available to the employees. Paragraph 2 of Part 1 and paragraph 4 of Part 5 of such plan are subject to the grievance procedure set out in Article 7. On or before the end of January in each year, the Board shall notify each employee of the number of accumulated sick leave credits as at the end of the previous month.
- 15.02 The Sick Leave Plan referred to in 15.01 is amended as follows:
- (i) employees who are on any leave without pay in excess of fifteen (15) consecutive days excluding statutory, pregnancy and/or parental leave shall have sick leave for which they may be entitled prorated to reflect the days for which they were paid by the Board.
 - (ii) a probationary employee will have a maximum number of twelve (12) sick leave credits available during the regular probationary period. The number will be prorated if the actual time required to work during the probationary period is other than six (6) months. Any unused sick leave credits, at the end of the probationary period, will be available to the employee in accordance with the Sick Leave Plan.
- 15.03 If during vacation an employee suffers an illness or accident which incapacitates the employee for five (5) days or more and such illness or accident is supported by a physician's certificate acceptable to the Board, the employee for the period of such incapacity shall be regarded as having been on sick leave, to the extent the employee had accumulated sick leave credits, and shall be permitted to take such portion of vacation for which the employee was so incapacitated at a later time acceptable to the employee and to the Board.

ARTICLE 16

LEAVES OF ABSENCE

General

16.01(a) Leaves of absence without pay, unless explicitly stated to the contrary in another clause or Article, are granted with the following conditions:

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

16.02(a) If an employee is absent from work due to illness or accident for a period of one year, or if such absence is contemplated to be for a period of one year or more, the Board may post the employee's last position.

- (b) If an employee returns to work from sick leave or leave of absence (including Workplace Safety and Insurance) and the last position which the employee held has been posted, the employee shall be given preference in the same manner as a redundant employee.

Union Business

16.03(a) An employee who is elected or appointed for a full-time position with the Local or National Union, will be granted a leave of absence without pay for a period of up to two (2) years. Such leave may be extended by the Board. Upon completion of the leave of absence, the employee shall return to the same position and location they held at the beginning of the leave. In the event that the leave is extended beyond two (2) years the Board may fill the

vacancy arising out of the leave of absence permanently in accordance with Article 17. The redundancy clause under Article 22.13 shall apply in the event the position disappears.

- (b) Any leave of absence granted in accordance with Article 16.03(a) shall be without loss of seniority and will continue to accumulate seniority and years of service notwithstanding Article 9.01(b).

16.04 Upon written request by the Local Union to the Board given at least ten (10) days in advance, the Board will grant leaves of absence without pay, if such leaves do not unduly interfere with the Board's operations, to employees to attend Union conventions or seminars provided:

- (i) such leaves do not exceed an aggregate of fifty (50) workdays in any calendar year;
- (ii) no more than five (5) employees are absent on such leaves at any one (1) time and no more than one (1) employee is absent from the same department or school; AND
- (iii) no employee is entitled to more than ten (10) such days off in any one calendar year.

Compassionate Leave

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

- (b) The Board shall grant an employee a leave of absence of up to two (2) days with pay to enable the employee to attend the funeral of an uncle, aunt, brother-in-law, son-in-law, daughter-in-law, sister-in-law or grandparent-in-law of the employee.

- (c) When by reason of the death of a relative referred to in (a) or (b) an employee who requires additional time to that granted under (a) or (b) the Board, in its discretion, may allow additional time off with pay to be deducted from the employee's accumulated sick leave.

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

Pregnancy/Parental Leave

- 16.07(a) Upon request, employees shall be granted pregnancy and/or parental leave without pay in accordance with the Employment Standards Act.
- (b) Upon application by the employee granted a pregnancy and/or parental leave, the Board shall continue to pay its share of those benefit plans which the employee already enjoys, in accordance with the Employment Standards Act.
- (c) An employee taking a pregnancy and/or parental leave who is subject to a waiting period of at least two weeks before receiving E.I. benefits, shall receive a Supplemental Unemployment Benefits (SUB) payment as described in Appendix B, upon appropriate verification to the Board. This payment shall be the same amount as the employee receives in E.I. benefits for a two week period.
- (d) Employees who take leaves in accordance with the Employment Standards Act, shall return to the same school and/or assignment. For those taking an extended leave, every effort will be made to place them in the same family of schools or administrative area in accordance with clause 22.13.

Personal Leave

- 16.08(a) Urgent personal business is business affecting one's personal affairs which must be conducted and which cannot be scheduled outside regular hours of work.
- (b) If leave is for urgent personal business and is approved by the employee's department head and the Superintendent of Education, Human Resources, the employee may elect to have deducted from any sick leave credits up to two (2) days per calendar year with no loss in pay resulting therefrom or to take such leave without pay.
- (c) A request for leave to fulfill a religious obligation, will be treated as a request for urgent personal business.
- 16.09 Where an employee is unable to arrange for anyone other than the employee to care for a member of the employee's immediate family, as defined in section 16.05(a) who is seriously ill, such employee may, with the permission of the department supervisor, use up to a maximum of five (5) accumulated sick leave days, if any, per illness, to care for such member. On request, the employee shall furnish acceptable evidence of such illness.

- 16.10(a) An employee may be granted a leave of absence for personal reasons (including a leave to attend an accredited education institution) other than illness or accident without pay if the completed application therefor is approved by the appropriate official of the Board and is sent to the Board's Human Resources office at least fifteen (15) days prior to the requested leave provided that in unusual circumstances the Board may waive such fifteen (15) day requirement.
- (b) If the employee returns to work within thirty (30) days from the commencement of such leave, the employee shall return to the position with the same classification and shall be entitled to any salary adjustments to which the employee would have been entitled if the employee had not been absent on leave.
- (c) A vacancy arising out of a leave of absence for personal reasons as in Article 16.10(a) may be permanently filled in accordance with Article 17 provided such leave is in excess of thirty (30) days.
- (d) An employee returning from a leave of absence for personal reasons in excess of thirty (30) days shall,
- (i) return to work in accordance with Article 16.10(b) if the employee's position was not posted to be filled on a permanent basis; or
 - (ii) shall be considered redundant in the event the employee's position was permanently filled during the absence, in which case Article 22.13 will apply.

Extended Vacation

- 16.11 An employee on application to the Board's Superintendent of Education, Human Resources or designate shall be granted leave of absence without pay for up to three (3) weeks to be taken in conjunction with the employee's annual vacation provided:
- (i) such leave shall not be granted more than once in every three (3) years;
 - (ii) such leave may be denied by the Superintendent of Education, Human Resources or designate when in the Superintendent's opinion the absence of such employee and of any other employees by reason of any leave, illness, accident or vacation would impair the efficiency of operations; any such denial may not be submitted to the grievance procedure set out in Article 7 but may be discussed by the Local Union officers with a representative of management designated by the Board; AND

- (iii) the application for such leave shall be made at least fifteen (15) days in advance but the Board may waive such requirement in unusual circumstances.

Workplace Safety and Insurance

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

- (i) any employee entitled to Workplace Safety and Insurance benefits shall be regarded as being on a leave of absence beginning on the first day for which such benefits are received. Such leave shall be granted initially to the end of the school year or for a period of time not exceeding one (1) year and upon request(s) shall be extended from time to time for up to, but not exceeding, two (2) full years from the date at which the leave began or the date on which a permanent pension is granted, whichever comes first;
 - (ii) during such leave, the payment will be 90% of the employee's regular salary;
 - (iii) the employee will direct all Workplace Safety and Insurance payments to the Board; and
 - (iv) the Board may use sick leave credits to which such employee is entitled, pending the decision of the Workplace Safety and Insurance Board to provide the 90% salary. Following the decision of the Workplace Safety and Insurance Board to grant payment of benefits, the Board shall reinstate the sick leave credits which have been utilized.
- (b) The Board shall continue to pay its share of the premiums required to be paid under Article 14 for employees who are in receipt of compensation other than for permanent disability or pension from the Workplace Safety and Insurance Board for a period of two years.
 - (c) The employer agrees to provide a copy of the Form 7 to the employee concerned and the Local at the time the form is submitted to Workplace and Safety Insurance Board.
 - (d) The Board agrees to establish a committee comprised of one (1) representative of the union and one (1) representative of the Board. Where so requested by an injured worker, the committee's terms of reference will be to make recommendations to affected employees and the Board regarding employment opportunities for injured workers, including modifications to the existing jobs and descriptions of other jobs appropriate to such employee's capabilities.

The Committee will take into account:

- i) the type of work the individual is capable of performing;
- ii) the medical and physical restrictions imposed on the individual by a legally qualified medical practitioner(s);
- iii) the level of the individual's physical and occupational abilities;
- iv) the level of educational qualifications possessed by the individual; and
- v) the type of training or modifications of the job required in order for the individual to fully and capably perform the major responsibilities of an available rehabilitative employment assignment.

Should jobs be recommended by the committee requiring a new wage rate, the committee shall advise the Board and the Union, the parties shall meet to negotiate an appropriate rate of pay for the new job or classification.

Long Term Disability

16.13 Any employee receiving LTD benefits shall request a leave of absence without pay to commence coincident with the payment of the LTD benefits. Such leave shall be granted initially for the balance of the school year or other period of time not exceeding one year and upon request(s) shall be extended from time to time for up to two (2) full years from the date at which the leave began.

Other

16.14(a) An employee who is quarantined, called for jury duty or is subpoenaed as a witness in a matter in which the employee is not a party or not the accused and who as a result thereof loses time from work shall receive the employee's salary for each day so lost. In the case of jury duty or subpoena the Board may require the employee to furnish a certificate of service signed by the Clerk of the Court before making such payment.

- (b) If an employee is charged with a criminal or quasicriminal offence and is not found guilty of the offence or any other offence, or if the charge is withdrawn, such employee shall be entitled to draw on accumulated sick leave credits for the number of days that the employee was absent from work because of attendance at Court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the employee has the option of electing to be tried in night court.

Deferred Salary Plan

16.15 The Board will grant leaves of absence of one (1) year to employees on the basis of spreading four (4) years' salary over five (5) years (hereinafter called the "Plan") on the following terms and conditions:

- (i) any permanent full-time employee who has completed at least two (2) years' employment with the Board may apply to participate in such Plan;
- (ii) the maximum number of such leaves which may be granted under such Plan shall not exceed five (5) in any one work year;
- (iii) (a) a twelve month employee wishing to participate in such Plan shall apply on the form available from the Human Resources Department. The forms will be available on June 15 and must be received by the Human Resources Department on or before September 15 in order for the employee to be considered for participation in the Plan commencing at the start of the following prescribed calendar year;
- (iii) (b) a ten or eleven month employee wishing to participate in such Plan shall apply on the form available from the Human Resources Department. The forms will be available on January 1 and must be received by the Human Resources Department on or before March 1 in order for the employee to be considered for participation in the Plan commencing at the start of the following prescribed work year;
- (iv) applications for such leave which have been approved by the immediate administrative and professional supervisors shall be considered by the Director who shall make the final decision. A twelve month employee whose application is approved by the Director shall be so informed by December 1 next following. A ten or eleven month employee, following the timelines of 16.15(iii)(b), shall be notified by June 1 next following;
- (v) each employee permitted to participate in the Plan shall enter into an agreement with the Board as follows:
 - (1) in each of the four (4) years of the Plan commencing the start of the prescribed work year next following approval the employee shall be paid 80% of the salary and allowances to which the employee is otherwise entitled under Article 13.
 - (2) the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Accounts and compounded annually;
 - (3) the leave of absence shall commence on the first work day of the prescribed work year of the 5th year from the commencement of the employee's participation in the Plan;

- (4) during such work year of the leave of absence the Board shall
 - A. pay the employee all the funds accumulated pursuant to (2) and interest earned in accordance with the foregoing either in a lump sum or in instalments, as the employee may direct, and
 - B. pay that portion of the premiums payable for the benefit plans set out in sections 14.01, 14.02 14.03, 14.06 and 14.07 which it would have paid if the employee were not on leave;
- (5) the employee shall pay that portion of the premiums payable for such benefit plans which the employee would have paid if the employee were not on leave and the employee's contributions to the Ontario Municipal Employees Retirement System;
- (6) subject to any other provisions of the collective agreement, on the employee's return from the leave, the employee shall be returned to the same position and location, provided they still exist, in which the employee was employed immediately prior to such leave, if in the view of the Board it is practicable;
- (7) during such leave, the employee's seniority shall accumulate;
- (8) the employee shall not be entitled to any sick leave credits during the period of such leave but on the employee's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
- (9) an employee declared redundant under Article 22.13 or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The employee shall then be paid within sixty (60) days a lump sum equal to the employee's contributions plus interest accrued to date of the withdrawal;
- (10) the employee may withdraw from the Plan
 - A. provided no replacement for the employee has been engaged by the Board,
 - B. but may not do so after April 15 (or in the case of twelve month employees, October 15) in the calendar year in which the leave is to be taken except with the consent of the Board;
- (11) notwithstanding the foregoing, the Board may, if it is unable to employ an employee as a suitable replacement for the participating employee

who is on leave, defer such leave for up to one (1) year. In such event the participating employee may withdraw from the Plan and the employee shall then be paid within sixty (60) days a lump sum equal to the employee's contribution plus interest accrued to the date of such withdrawal;

- (12) if an employee dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan the employee's personal representative, in the event of the employee's death, or the employee shall be paid such lump sum and interest accrued up to the date of the employee's death, retirement, dismissal, termination or leaving, as the case may be;
- (vi) The implementation of the Plan is conditional on approval by Revenue Canada and the obtaining of an advance income tax ruling that any employee entering the Plan will be subject to tax in each of the five years only on the amount of income actually received by the employee in the year and that the tax to be withheld by the Board shall be based on the amounts actually paid to the employee.

ARTICLE 17

JOB POSTING

17.01 When a vacancy [other than a vacancy considered by the Board to be temporary, i.e., thirteen (13) weeks or less or in the case of any vacancy caused under article 16.07(a)] occurs in any occupational classification covered by this Agreement or a new classification covered by this Agreement, the Board shall, if it determines to fill such vacancy, post a notice thereof on the bulletin boards or otherwise inform employees for five (5) working days setting forth the duties of the position, the school or other building involved, the rate of pay and the qualifications therefor. Any employee may apply for such position in writing within five (5) such days.

17.02 Vacancies and new positions including promotions within the bargaining unit shall be filled on the basis of the seniority of the applicants and the qualifications as per the job posting, to perform the job.

When filling such a position the successful candidate will be selected from the three most senior employees who apply for the position provided they meet the posted requirements in accordance with the job description.

If none of the bargaining unit employees who have applied for the job is qualified and available to fill a vacancy, the Board may engage an employee from any other source provided the qualifications of such employee are not less than those set forth in the notice posted therefor pursuant to section 17.01.

17.03 (a) An employee may apply to the Board to fill a vacancy in an occupational classification covered by the collective agreement made between the Board and the Union relating to School Based Educational Support Staff on the terms and conditions therein set out.

(b) An employee covered by the collective agreement made between the Board and the Union relating to the School Based Educational Support Staff may apply to fill a vacancy in an occupational classification in this Agreement on the terms and conditions herein set out.

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

- (b) An employee so affected will be returned to the employee's former job; however, if that job has already been filled (other than by a temporary employee), the affected employee will be offered the next available job in the former classification, following procedures outlined in clause 22.13.

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

- (c) An employee who has been promoted or placed in a new job classification and who, during the trial period, determines in consultation with the employee's superordinate that it is in the employee's best interest not to continue in the new job classification, then the employee may request to be placed in the former job classification utilizing the procedures of 17.04(b).

17.05 The Board shall notify the President and Recording Secretary of the Local Union by the 15th of each month of all hirings, including the address of each new employee, layoffs, recalls, selections under section 17.01, transfers, completions of probation and termination of employment.

17.06 An employee shall not be entitled to more than one (1) lateral transfer in any period of twelve (12) months except at the discretion of the Board.

17.07 No employee shall be appointed without the employee's consent to a position the result of which the employee is no longer a member of the bargaining unit covered by this Agreement.

17.08 If the Board creates any new first-line supervisory positions the Board shall so inform the Local Union executive before any posting of such position and at the request of such executive the Board will meet and discuss such new positions with them.

ARTICLE 18

PROBATIONARY EMPLOYEES

- 18.01 A new employee shall be considered as a probationary employee for a period of 6 months from the time of first commencing to work for the Board. The probationary period may be extended for a period of up to three months if the Board notifies the Local Union in writing of the intended extension at least one month before the end of the probationary period. The Local Union shall notify the Board in writing within 7 days of receipt of notice if it does not concur with such extension.
- 18.02 Notwithstanding clause 2.01 (ii), a probationary employee may be dismissed, suspended or otherwise disciplined if the probationary employee is unable to perform adequately the functions of the position for which the probationary employee is hired or is otherwise unsuitable as an employee.
- 18.03 Notwithstanding other clauses in this Agreement, the privileges of seniority are not available to probationary employees.

ARTICLE 19

SUBSTITUTE, PART-TIME AND TEMPORARY EMPLOYEES

Supply Secretaries

19.01 Supply secretaries shall be entitled to or subject to the following:

- (i) Union dues, as specified by the Local Union payable under clause 5.01 shall be deducted from the monthly pay cheque of each supply secretary and forwarded to the Union in accordance with clause 5.01.
- (ii) With respect to the Dental Insurance Plan, the Group Life Insurance Plan and the Extended Health Care plan provided for in Article 14, the Board shall pay each supply secretary monthly on a pro rata basis an amount equal to the premiums for such plans which the Board is required to pay under Article 14.
- (iii) Any supply secretary who has permanent status and who is assigned to a particular school or other place of work for at least two (2) continuous months shall be eligible for two days of paid sick leave on the basis referred to in Article 15 but may not accumulate any unused sick leave beyond the period of such assignment.
- (iv) A supply secretary who has completed at least one hundred (100) work days with the Board shall be entitled to be advanced to the next step on the salary grid set out in clause 13.01 and for every one hundred (100) work days completed thereafter shall be entitled to a further advancement of one (1) step on the applicable salary grid but there shall be no more than one (1) such advancement in any calendar year.
- (v) A supply secretary shall have completed the probationary period with the Board after the later of sixty-five (65) work days or six (6) months from the time when the supply secretary was last hired.
- (vi) Upon completion of the probation period as described in sub section 19.01 (v) above, a supply secretary will be credited with one (1) day of seniority for each day worked since the date of last hire.

For purposes of determining the seniority of a supply secretary, such employee's accumulated days of seniority will be extended back in time to arrive at the seniority date on the basis of one (1) calendar week being equal to five (5) days seniority, except for supply school secretaries for whom the determination of seniority date shall not include the months of July and August.

- (vii) a lump sum in lieu of paid holidays listed in section 11.01 ("eligible holidays") shall be paid as follows:

each supply secretary in a school shall be paid at the end of each school year an amount equal to the number of days worked during such school year multiplied by her applicable rate of pay times the number of eligible holidays (other than Labour Day, Canada Day and Simcoe Day) over the number of school days in such year;

each supply secretary in the Catholic Education Centre shall be paid at the end of each calendar year an amount equal to the number of days worked during such year multiplied by the applicable rate of pay times the number of eligible holidays over the number of work days in such year.

- (viii) A lump sum determined in accordance with the rates outlined in 12.03 in lieu of paid vacation shall be paid as soon as practical after the end of the school year.

19.02 In the event of any conflict between the provisions of section 19.01 and any other provision of this Agreement, section 19.01 shall prevail. The only leave of absence to which a supply secretary may be entitled is that referred to in section 19.01 (iii).

Part-time Employees

19.03(a) Part-time employees regularly required to work less than thirty-five (35) hours per week shall be entitled to the benefits herein provided, including holidays, leaves with pay, vacations and sick leaves, on a pro rata basis and to the welfare benefits as set out in clause 14.01.

- (b) It is understood that the Board is not responsible for past service contributions or retroactive benefits with respect to any of its part-time employees who are eligible to join the basic plan of the Ontario Municipal Employees' Retirement System.

19.04 A part-time employee, other than a supply secretary, shall be credited with seniority and service in accordance with Article 9.

Temporary Employees

19.05(a) A "temporary position" is one which the Board believes will not continue for more than one year. The Board may advertise such position as a temporary position, provided the position is posted, if required, under Article 17.

- (b) A "term employee" is a person hired by the Board to fill a temporary position.
 - (c) The employment status of a term employee is neither probationary nor permanent.
 - (d) The employment will terminate upon completion of the job for which the term employee was hired or upon the expiration of the specified time period.
 - (e) Term employees may request, through the Senior Coordinator of Human Resources, one month prior to the expiration of the specified time period, regarding the potential extension of the initial term of the position.
- 19.06 Term employees shall be entitled to receive the appropriate portion of the salary and applicable allowances.
- 19.07 Term employees who have completed three (3) consecutive months shall be entitled to sick leave credits in accordance with the sick leave plan appended to this Agreement and to coverage under the benefit plans set out in Article 14, with the exception of the Ontario Municipal Employees Retirement System, Group Life Insurance and L.T.D.
- 19.08 Term employees who have completed three (3) consecutive months with the Board shall be subject to dues deductions as set out in Article 5 hereof.
- 19.09 An employee who has accepted a term position may bid for posted positions which begin after the end of the duration of the term position.
- 19.10(a) Employees who have one (1) year of continuous service with the Board in temporary positions, will be deemed to begin a probationary appointment on the day following the first anniversary of their appointment. The probationary period for such employees shall be three (3) months, notwithstanding clause 18.01.
- (b) Further to 19.10(a), employees who have one (1) year of continuous service with the Board in temporary positions, and who continue in the same position which they have held for the past six (6) months, will be deemed to have completed their probationary period on the day following the first anniversary of their appointment, notwithstanding clause 18.01.
- 19.11 Incumbents of temporary positions who have probationary or permanent status shall have rights under clause 22.13.

19.12(a) If a temporary position subsequently becomes a permanent position, the Board may award a probationary appointment to the incumbent term employee, without posting, provided that the position was previously posted as a term position.

(b) If the temporary position was not posted, then the position must be posted as a new vacancy.

ARTICLE 20

HUMAN RIGHTS

- 20.01 The Sexual Harassment Policy and complaint procedure as established by the Board and as amended from time to time shall apply to all employees covered by this Collective Agreement.

- 20.02 The Board and all employees recognize that every employee has the right to freedom from assault and harassment in the workplace. The policy statements of the Board on Safe Schools shall apply to all employees covered by this Collective Agreement.

ARTICLE 21

EMPLOYMENT OF THE DISABLED

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

ARTICLE 22

MISCELLANEOUS

- 22.01 The Board shall provide bulletin boards accessible to the employees 80 Sheppard Avenue East, Toronto, Willowdale, and at each of the Curriculum Support Units on which the Union may post notices of Local Union meetings, seniority lists provided by the Board, and other notices approved by the Board on such boards.
- 22.02(a) Employees who are required by their supervisors to use a car (or other approved vehicle) in connection with the employees' work, shall be paid a travel allowance at the following rate:
- \$0.38 per kilometre for the first 5,000 kilometres in a calendar year, and
- \$0.31 per kilometre for the subsequent kilometres travelled.
- 22.03 Effective January 1, 1993 assessment revisors who are required by their supervisors to use a car (or other approved vehicle) in connection with the employees' work, shall be entitled to the cost of gasoline, oil, oil filter and lubrication used in connection therewith, plus a travel allowance at the following rates:
- \$0.24 per kilometre for the first 5,000 kilometres in a calendar year, and
- \$0.17 per kilometre for subsequent kilometres travelled.
- 22.04 All correspondence between the Board and the Local Union, arising out of this Agreement or incidental thereto, shall pass to and from the Assistant Superintendent of Education, Human Resources or designate of the Board to the President with copies to the Recording Secretary of the Local Union, the Director of Education of the Board and the Union's national representative.
- 22.05 The Board shall supply a copy of this Agreement to each employee and to each new employee at the time of hiring.
- 22.06 The Local Union and the Board shall maintain a joint Health and Safety Committee.
- 22.07 In the event the Board proposes to lay off any employee who has had at least two (2) years' service with the Board, the Board shall, if it has a vacancy in any other job which such employee is competent to fill, offer such job to such employee. In the absence of any such vacancy, or in the event of the refusal of the employee to accept such offer, the provisions of clause 9.05 shall apply.

22.08 The Board will pay the cost of prior approved courses. Any funds granted to an employee for such purpose shall be in accordance with the following:

- (i) the applicant shall have a minimum of four (4) years experience with the Board;
- (ii) applications shall be submitted in writing not later than June 30 to the Assistant Superintendent of Education, Human Resources or designate;
- (iii) selection shall be made by a committee comprised of equal numbers of employees and the Board's administrative officials but not more than three (3) of each;
- (iv) the committee shall make recommendations to the Director of Education taking into consideration the high quality of service of applicant and the relative lengths of service of applicants.

22.09(a) The Board shall continue to determine the methods of its operations and to effect technological changes in such methods from time to time.

A technological change in a method of operations means a change which necessitates the acquisition of new job related skills due to the introduction of mechanization and/or new electro-mechanical equipment and/or new electronic and/or alterations or additions to existing equipment and/or the Board wide introduction of new or altered software.

If the Board decides to introduce any technological change up to two representatives of the Board shall meet with up to three (3) representatives of the Local Union no later than three (3) months prior to the introduction of the change to discuss:

- (i) the working environment of the employees affected by the technological change;
- (ii) special arrangements that may be necessary to ensure the safe operation of any equipment introduced as a result of the technological change; and
- (iii) standards and procedures for the maintenance, inspection and repair of such equipment.
- (iv) training procedures and programs being considered by the Board.

- (b) In the event that the introduction of the technological change would directly result in the lay-off of any employees such employees shall be treated as redundant employees as per Article 22.13.
- (c) When a technological change is introduced, any employees who are not to be laid off will be given on-the-job training, without loss of pay, to a maximum of four (4) weeks to acquire the necessary skills required by such change.
- (d) In the event of any classification set out in clause 13.02 being reclassified by reason of a technological change the salary rate of the employee holding such classification shall be frozen until the rate of the reclassified classification reaches that level of such frozen salary rate, the intention being that no employee shall suffer a loss in salary by reason of said change. Each such employee shall be given the opportunity to fill a vacancy in a job for which the employee is qualified. If the employee refuses the vacancy offered the employee will revert to the rate of the reclassified reclassification the employee then directly holds.
- (e) Any proposed lay-off of employees to result from any technological change will be discussed at a Labour/Management meeting to be held at least three (3) months prior to the implementation of the lay-off.

22.10(a) The Board shall provide glare and radiation retarding shields on all video display terminals.

- (b) In the event of pregnancy of an employee working with a Video Display Terminal and subject to Agreement of both parties, the employee will be offered if available and if there will be no additional cost to the Board:
 - (i) a temporary transfer into a vacant position, with a waiver of posting;
 - (ii) an exchange of positions with another employee with the mutual agreement of the employees and department heads involved; OR
 - (iii) a position as temporary help as available for the duration of the pregnancy.

22.11 If the Board designates a school or schools as training centres for newly appointed school secretaries the school secretary designated as trainer will be paid a per diem rate to be determined in consultation with the Local Union.

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

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

22.13 An employee whose position has become redundant shall be given preference for placement in available positions in the same or lower grade, provided the employee has the necessary skills and qualifications. This preference shall be exercised as follows:

- (i) the Board will offer the available positions appropriate to the employee, prior to posting of the job;
- (ii) an employee who accepts a position at the same grade level will be deemed to have received a lateral transfer and shall receive no further preference in respect to the redundancy except that if the position accepted was not in the same geographic area, the employee may bid on positions in the geographic area prior to being in the new position for twelve (12) months;
- (iii) the preference will continue from the date of notification of redundancy for a period of three (3) months, not including July and August for ten (10) month employees, and until the Board has offered one (1) position should no offer be made in the first three (3) months.;
- (iv) notwithstanding the provisions of Article 9, an employee who has been offered a position at the same grade level for which they are qualified and which the employee did not accept, may be laid off provided the three months period referred to in part (iii) above has expired;
- (v) an employee who has not been offered a position within the three (3) month period, may be laid off within the provision of Article 9; and
- (vi) a redundant employee who has accepted a position at a lower grade level shall continue to have preference for positions at the grade level held at the time redundancy occurred, until one (1) position in the same classification has been offered.

22.14 The Board will provide prescription protective eyewear for technicians who are required to wear them.

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

22.16 Employees making bank deposits for the Board may request their supervisor or designate to accompany them. Large deposits shall be made by the employees supervisor or designate.

- 22.17 The storage of documents related to a criminal record check or an offence declaration shall be kept confidential and separate from personnel files with access limited to the Superintendent of Human Resources and designates.
- 22.18 As provided in The Education Act, the Board shall reimburse an employee's legal costs where an employee has been acquitted of a criminal charge related to or arising out of employment with the Board.
- 22.19 Employees shall not be required to examine students for pediculosis (head lice).

ARTICLE 23

PLAN FOR SICK LEAVE AND RETIREMENT GRATUITY

23.01 GENERAL

- (i) Under authority of section 39 of the School Administration Act, 1967, now The Education Act, a plan for SICK LEAVE AND RETIREMENT GRATUITY based on sick leave credit was revised as of September 1, 1969, for every employee eligible under section 5 hereof and, subject to the final authority of the Board, the administration of the plan shall be vested in the Director Education.
- (ii) The Director of Education shall have the power to do and perform all things necessary for the conduct of the plan including the power, subject to appeal to the Board, to allow or disallow any sick leave credit or deduction therefrom under this plan and to compute upon severance of employment, the gratuity, if any, payable to the employee.
- (iii) The Director of Education shall direct that records of sick leave credits, accumulated sick leave and deductions therefrom be maintained.
- (iv) In the case of dispute with respect to any matter concerning the operation of this plan, the decision of the Board shall be final.
- (v)
 - (a) All employees of the Board or the permanent or probationary staff other than those subject to other agreements shall be included under this plan.
 - (b) Persons employed on a part-time basis shall be included under this plan. The benefits will be calculated on a pro rata basis. A supply secretary who is assigned to a particular school or to her place of work for at least three continuous months shall be eligible for two days of paid sick leave on the basis referred to in section 17.05 of the collective agreement but may not accumulate any unused sick leave beyond the period of such assignment.
 - (c) Temporary employees who are employed for a specific period of time shall be entitled to sick leave credits on a pro rata basis. However, temporary employees who are employed on a day-to-day basis, or at any hourly rate of payment, shall not be included under this plan.
- (vi) Sick leave credits shall be calculated for a working year of ten (10) months from September 1 at the rate of two (2) days per month. Sick leave credits shall be calculated for a working year of more than ten (10)

months from January 1 at the rate of two (2) days per month. For any employee commencing employment after the first day of the working year, the sick leave credit shall be prorated at the stated rate per month from the date of commencing employment until the end of the working year.

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

23.02 INITIAL CREDIT AND TRANSFER

- (i) (a) Cumulative Sick Leave Plan in operation prior to September 1, 1969, will be credited to the employee's account in the revised plan.

(b) Initial credits shall apply to employees of the Board on September 1, 1969.
- (ii) Where an employee of a municipality or local board, which has established a sick leave credit plan under The Municipal Act or similar legislation, becomes an employee of this Board on or after the effective date of this plan (September 1, 1969) said employee shall be entitled to have placed to the employee's credit in the plan of the municipality or local board by which the employee was previously employed to the maximum allowed under the Toronto Catholic District School Board plan.

- (iii) Where an employee of this Board becomes an employee of another board or municipality, said employee shall be entitled to a transfer of the employee's sick leave credit to the sick leave plan, if any, of the new employer. (Ref. The Municipal Act, section 386, paragraph 49)
- (iv) No transfer into, or out of, the sick leave credit plan of this Board shall be made if the employee receives from the first of the two employers a gratuity or other allowance paid in respect to accumulated sick leave.
- (v) In the event of re-employment of an employee, the Board shall reinstate the accumulated sick leave allowance held by the employee on resignation, provided that the employee has not had intervening employment that interrupted the continuity under which such sick leave credits are accumulated and that the period of non-employment does not exceed six (6) months from the date of resignation.

23.03 ABSENCE WITH DEDUCTION FROM SICK LEAVE CREDIT

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

23.04 WORKPLACE SAFETY AND INSURANCE

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

23.05 RETIREMENT GRATUITY

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

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

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

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

- (b) the said gratuity shall be payable:
 - A. upon the death of an employee to the beneficiary named in the employee's life insurance policy with the Board, and
 - B. upon the retirement at age 55 years or more of an employee on an OMERS pension to such employee;
- (c) employees on staff as of June 30, 1969, may have their sick leave accumulated and their retirement gratuity calculated on the plan in force on June 30, 1969;
- (d) no employee shall be entitled to more than an amount equal to the employee's salary, wages or other remuneration for one-half the number of days standing to the employee's credit and in any event not in excess of the amount of one-half year's earnings at the rate received by the employee immediately prior to termination of employment (ref. The Education Act and the Municipal Act);
- (e)
 - (i) the computation of the gratuity shall be based only on sick leave accumulated in service with this Board.
 - (ii) the retirement gratuity shall be paid in one amount on the first of the month following termination of employment, according to the option of the employee.
 - (iii) In the event of the death of an employee, the retirement gratuity calculated on the cumulative sick leave credits at the time of death shall be paid to the beneficiary named in the employee's Group Life Insurance Policy.
 - (iv) The Board shall have the right at all times to withhold payment of a gratuity to a person discharged for reasons which the Board may deem to have moral or legal implications.

23.06 AMENDMENT OR REPEAL

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

ARTICLE 24

IMPLEMENTATION AND TERMINATION

- 24.01 Save as expressly set out, this Agreement shall become effective on the 1st day of September, **2004** and shall terminate on the 31st day of August, **2005**.

ARTICLE 25

NOTICE OF RENEWAL

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

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

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

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

Canadian Union of Public Employees
Local 1328
c/o The President
Catholic Education Centre

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

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

Toronto Catholic District School Board

*Canadian Union of Public
Employees – Local 1328*

APPENDIX A

Non Union Positions

The following are non-union positions:

Secretaries assigned to the executive offices including secretaries to:

Chairman of the Board
Trustees
Director of Education
Deputy Director of Education

Administrative Assistants to:

Senior Coordinator, Employee Relations
Superintendent, Facilities
Superintendent, Finance
Superintendent, Human Resources
Senior Coordinator, Finance
Manager, Human Resources

One additional secretary position as selected by the Board in the Human Resources Department

Board Recording Secretary

Management positions which are designated as Officer, Supervisor, Manager, Coordinator or equivalent title which may be determined by the Board from time to time.

APPENDIX B

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) PLAN

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

6. The benefit level paid under this Plan is set at a weekly rate equal to the benefit payable by the HRDC.
7. The two week waiting period before E.I. benefits commence is the maximum number of weeks for which a SUB is payable.
8. The duration of this Plan is from the first day of January, 1991, or the date of approval of this Plan by the HRDC, whichever is later. Should the HRDC remove approval of the Plan, the Plan becomes null and void.

APPENDIX C

- | 1. | <u>Hours of Work</u> | <u>Period</u> |
|-----|------------------------------------------------------------------------------------|--------------------------------------------------|
| (a) | Investigation of
7 ¼ hours between
roll sequence list
8:30 AM and 9:00 PM | January 1 to

June 30 |
| (b) | Investigation of
as in (a)
business calls,
Leases, vacancies
etc. | July 1 to

September 30 |
| (c) | Office work
8:30 AM to 4:45 PM | Approximately

October 1 to
November 10 |
| (d) | Investigation of
as in (a)
roll sequence list | November 11 to

December 31 |
2. Whenever possible, work assignments will be assigned on a preferential or a rotational seniority basis. Where this is not possible, work assignments will be assigned at the discretion of the Coordinator of Assessment.
 3. Part-time staff will be employed only for calls when it becomes apparent that the work requirement for any particular year will not be completed by the last date for filing appeals.
 4. Assessment revisors will report directly to their respective assessment supervisor.
 5. The existing practice of the Assessment Department with respect to providing all assessment department staff with any pertinent information pertaining to their particular job function shall continue.
 6. When a revisor is required for work in the office, preference shall be given to the senior revisor reasonably available.

APPENDIX D

September 1, 2004

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

Dear Ms. Ryan:

RE: OHIP

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

B. Dubniak
Senior Coordinator of Employee Relations

APPENDIX E

LETTER OF UNDERSTANDING

RE: EMPLOYMENT INSURANCE SUB PLAN

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

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

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

APPENDIX F

LETTER OF UNDERSTANDING

ADVISORY REDEPLOYMENT COMMITTEE

In the event of a reduction in the workforce causing layoffs, except for the reduction of hours of work due to student enrolment, an Advisory Redeployment Committee shall be established no later than two (2) weeks after notice of layoff is given to the Union provided that an entire department or a minimum of 20 CUPE 1328 OCT employees or an entire department composed of at least 5 employees, are affected.

The mandate of the Committee is to:

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

APPENDIX G
LETTER OF UNDERSTANDING
RE: HEALTH AND SAFETY COMMITTEES

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

APPENDIX H
LETTER OF UNDERSTANDING
RE: CONTINUING EDUCATION

The parties agree to establish a Joint Union/Management Committee to pursue the feasibility of providing opportunities for employees to participate in courses provided by the Board's Continuing Education Department without paying any course registration fee. It is understood that any such participation would be at no cost to the Board.

APPENDIX I
LETTER OF UNDERSTANDING
RE: AUTHORIZED EXPENDITURES

The parties agree that bargaining unit employees covered by the collective agreement shall not be required to use their own funds to affect any expenditures authorized by the employee's Principal or Supervisor.

APPENDIX J
LETTER OF UNDERSTANDING
RE: CONSULTATION REGARDING POLICY CHANGE

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

APPENDIX K
LETTER OF UNDERSTANDING
LIBRARY TECHNICIANS – ADMINISTRATIVE DUTIES

Further to employee concerns expressed during negotiations, the Board shall advise its school principals to provide the library technicians with sufficient time to perform their administrative duties at the beginning and conclusion of each school year within the framework of the educational needs of the school.

Issues concerning the library technician may be placed on the agenda of any meeting of the joint union/management committee as provided for by Article 22.15.