COLLECTIVE AGREEMENT

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BETWEEN

York Region
District School Board

- and -

Canadian Union of Public Employees
Local 1196

CUPE
Canadian Union of Public Employees
Local 1196

York Region
DISTRICT SCHOOL BOARD

September 1, 2005 to August 31, 2009

Errors and Omissions Excepted

11793(04)

Collective Agreement
Between the
York Region District School Board
And the
Canadian Union of Public Employees
Local 1196

For September 1, 2005 to August 31, 2009

Whereas it is the intent and purpose of the Union and the Board to further harmonious relations between the Board and its employees.

Now therefore, this Agreement witnesseth that the parties mentioned above hereby agree as follows:

For the Union, CUPE 1196	For the Board
Linda Jewett, Chief Negotiator	Ken Thurston, Chief Negotiator
Mary Cromwell, President, CUPE 1196	Bruce Richardson, Associate Director of Education
Frank Fasciano, 2nd Vice-president	Jude Carberry, Assistant Manager Caretaking Services – Plant Operations
Debbie Carson, Sargeant at Arms	Pierre Schipper, Manager Facilities Services
Pat Harrison Trustee	Wanda Muirhead, Manager, Accounting Services and Special Projects
Jake Rozema, Treasurer	Dorothy Cammaert, Manager, HR Administration
Gord Wallace, Chief Steward	Jaimini Randev Superintendent, Employee Services
Peter Watterson Health & Safety Rep.	Bill Hogarth Director of Education

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PART A - GENERAL

A.1.0 SCOPE AND RECOGNITION

A.1.1 The word "employee" or "employees" wherever used in this Collective Agreement shall mean the employees of the York Region District School Board in the collective bargaining unit set out in A.1.2.

A.1.2 The Board recognizes the Union as the sole and exclusive bargaining agent for all employees of the Board in the Region of York save and except Supervisor Facility Services working in secondary schools, supervisors, forepersons, chief engineers, cafeteria managers, persons above any of the aforesaid ranks, office and clerical staff, teachers as defined in the Teaching Profession Act, registered nurses, students employed during the school vacation period, persons regularly employed for not more than twenty (20) hours per week.

A.1.3 Wherever the singular or masculine is used in this Collective Agreement, it shall be construed as if the plural or feminine has been used where the context of the party or parties hereto so requires.

A.2.0 DURATION OF AGREEMENT

A.2.1 The parties hereto agree that this Collective Agreement shall be effective from the 1st day of September 2005 until the 31st day of August 2009 and thereafter from year to year unless notice of desire to amend or terminate this Collective Agreement is given by either party to the other party within a period of not less than thirty (30) calendar days, nor more than ninety (90) calendar days prior to the expiry date of this Collective Agreement.

A.2.2 If notice of desire to amend or terminate this Collective Agreement is given by either party, then the parties agree to meet for the purpose of negotiations within fifteen (15) calendar days after the giving of such notice if requested to do so, or at such other time as is mutually agreed upon by the parties.

A.3.0 NO STRIKES – NO LOCKOUTS

A.3.1 The Board undertakes that there will not be a lockout as defined in the Labour Relations Act during the term of this Collective Agreement.

A.3.2 The Union undertakes that there shall be no strike as defined in the Labour Relations Act during the term of this Collective Agreement.

A.3.3 No bargaining unit employee shall be required to perform the duties of any other employee of the Board who is engaged in a legal strike or lockout.

A.4.0 GRIEVANCE AND ARBITRATION PROCEDURES

A.4.1 For the purposes of this Collective Agreement, a grievance is defined as being a claim that there has been a violation of this Collective Agreement and that the Board or the Union has acted, for the purpose of application, administration or interpretation, in a manner which violates this Collective Agreement.

A.4.2 If any employee has a complaint, the employee shall first discuss the complaint with his immediate supervisor. For purposes of the grievance procedure, the immediate supervisor is defined as follows:

In a school, the immediate supervisor shall be the Principal, Vice-Principal or designate; in the Community Education Centres, Education Centres and the Maintenance Centre, the immediate supervisor shall be the Foreperson or Supervisor of Facility Services or Supervisor of Maintenance Services as applicable.

A.4.3 If the discussion with the immediate supervisor does not result in a settlement of the complaint within a period of five (5) working days, and the employee wishes to proceed further, then the following steps in the Grievance Procedure should be followed. Management's written reply, at all steps, shall be addressed and sent to the steward involved.

A.4.3.1 **Step 1:**

All written grievances must be submitted within ten (10) working days after the circumstances which gave rise to it came, or ought to have come, to the attention of the individual concerned. The aggrieved employee shall first contact his steward. If the steward considers the matter to be a grievance, as defined in A.4.1, then the employee, accompanied by his steward, may present his grievance to his immediate supervisor, as defined in A.4.2, in the area or work location where the grievance is alleged to have occurred.

The grievance shall be in writing, signed by the steward, and shall advise Management of the remedy sought and any provision of this Collective Agreement upon which the grievance is based. The supervisor shall provide to the steward, a written decision including rationale within five **(5)** working days after the meeting.

In the normal course, neither the Assistant Manager of Caretaking nor the Assistant Manager of Maintenance will have been present at the Step 1 meeting; however, in the event either one does attend the meeting, then it will be considered to have been a Step 2 meeting and if the Union takes the grievance forward they may proceed directly to Step 3.

A.4.3.2 **Step 2:**

If the grievance is not settled as a result of Step 1, then the grievor may, accompanied by his steward, within five (5) working days after the written decision of the appropriate supervisor has been received or should have been received, present the grievance, signed by the steward, to either the Assistant Manager of Caretaking or Assistant Manager of Maintenance or other representative designated by the Board shall provide the steward a written decision including rationale within five (5) working days after the meeting.

A.4.3.3 **Step 3:**

If the grievance is not settled as a result *of* Step 2, then within ten (10) working days after the decision of the Assistant Manager *of* Caretaking or the Assistant Manager of Maintenance (or other designate) has been received or should have been received, then the grievance may be presented by the Union on behalf of the grievor to the Superintendent of Employee Services or designate. Upon receiving the grievance, the Management Committee shall notify the Recording Secretary or designate *of* the time and place of a meeting when they will discuss and consider the representations made and the decisions reached in Step 2. The meeting shall take place within ten (10) working days after the Management Committee has received the grievance and the decision *of* the Management Committee with a rationale for the decision shall be given in writing to the Recording Secretary or designate of the Union within five (5) working days after such a meeting. The Management Committee shall be made up *of* (3) three members of senior administration as appointed by the Director of Education.

A.4.4 The Board may submit to the Union a grievance with respect to the conduct of the Union, its Officers, stewards, members or with respect to any alleged violations of the collective Agreement. Such a grievance may be presented by the Board, in writing, to the Recording Secretary, or designate, within ten (10) working days after the occurrence of the matter which is the subject of the grievance. If such a grievance is not settled, it may be referred to arbitration by the Board in accordance with the provision of A.4.7 of this Collective Agreement.

A.4.5.1 Where a specific provision of this Collective Agreement has been alleged to have been violated or misinterpreted, a group grievance (i.e. two or more employees in one or more locations) may be presented by the Union denoting the number of employees affected. Such a grievance will only be possible when the remedy sought is similar. The grievance shall be signed by those grieving or by three members of the Union Executive, which shall identify those who are grieving. The group grievance must be presented to the Superintendent of Plant Services or designate within ten (10) working days after the alleged violation or misinterpretation. If the grievance is not settled within ten (10) working days, it must be referred to the management Committee as referred to in the Grievance Procedure. If the grievance is not settled within ten (10) working days, it may be referred to arbitration by the party which originated the grievance under the provision of A.4.7 of this Collective Agreement.

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A.4.5.2 The Union may submit a policy grievance which is distinguishable from the grievance of an individual employee and which concerns the Union itself and which alleges a violation or misinterpretation of this Collective Agreement. Such a grievance must be submitted by the Union, in writing, to the Superintendent, Employee Services or designate on behalf of the Management Committee, as referred to in the Grievance Procedure, within ten (10) working days after the alleged violation or misinterpretation. If the grievance is not settled within ten (10) working days, it may be referred to arbitration by the party, which originated the grievance under the provision of A.4.7 of this Collective Agreement.

A.4.6 In the event that a grievance is to proceed to arbitration then the party, which originated the grievance, must send a Notice of Intention to proceed to arbitration to the other party within ten (10) working days after the last step in the Grievance Procedure has been exhausted. The party sending the Notice of Intention to proceed to arbitration shall copy in the CUPE National Representative. The Notice of Intention to proceed to arbitration shall contain a statement of the matter in dispute and the relief sought from an Arbitration Board. The statement must also include the name and address of the party's nominee to the proposed Arbitration Board.

The parties may agree by mutual consent to have the grievance heard by a single arbitrator. In this case, an arbitrator will be selected by mutual Agreement of the parties.

In cases of termination, arbitration shall be expedited as quickly and reasonably as possible.

A.4.7 The party who receives the Notice of Intention to proceed to arbitration shall then notify the other party of the name and address of its nominee (or single arbitrator where possible) to the proposed Arbitration Board within ten (10) working days after receiving the notice. A copy shall be forwarded to the CUPE National Representative.

A.4.8 The two nominees so appointed shall attempt to select a Chairman for the Board, but if they are unable to agree upon the selection within a period of ten (10) working days, either of the nominees shall then have the right to request the Minister of Labour for Ontario to appoint a Chairman for the Arbitration Board.

Where the parties agree to have the grievance heard by a single arbitrator and the parties are unable to agree on the appointment of an arbitrator, they shall request that an appointment be made by the Ministry of Labour.

A.4.9 Each party shall bear the expenses of its own nominee to an Arbitration Board and the parties shall jointly and equally bear the expenses of the Chairman, or arbitrator as the case may be.

A.4.10 No grievance may be submitted to a Board of Arbitration/arbitrator or dealt with by a Board/arbitrator unless it has been properly carried through all the required steps of the Grievance and Arbitration Procedure.

A.4.11 The Board of Arbitration/arbitrator may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.

A.4.12 The Arbitration Board/arbitrator shall have the power to determine if any matter is arbitratable. Any Board of Arbitration/arbitrator shall not have any authority to make any decision, which is inconsistent with the terms of this Collective Agreement, nor to add to or amend any of the terms of this Collective Agreement. The jurisdiction of the Arbitration Board/arbitrator shall be strictly confined to dealing with the issue in dispute between the parties, as outlined in the notice of intention to proceed to arbitration.

A.4.13 The decision of a Board of Arbitration/arbitrator shall be final and binding upon the parties and for this purpose the decision shall be unanimous or one reached by a majority of the members of the Board, provided, however, that if there is no majority decision of the Board, then the decision of the Chairman shall constitute a final and binding decision of the Board.

A.4.14 Time limits set forth in this Article may be extended by mutual Agreement in writing between the parties hereto.

A.4.15 If an employee is discharged, his grievance must be presented in writing, signed by the employee concerned, within five **(5)** working days after the discharge, to the Superintendent of Employee Services who shall answer the grievance in writing within five **(5)** working days after the grievance is presented. The employee's steward shall be present when the employee presents the grievance. If the grievance is not settled, it shall be presented by the Union to the Management Committee in accordance with the procedures outlined in Step 3 of the Grievance procedure within five **(5)** working days after the written answer of the Coordinator of Labour Relations has been received by the employee.

A.4.16 Where an employee's grievance against his discharge or suspension comes before an Arbitration Board/arbitrator, the Board/arbitrator may make a ruling:

A.4.16.1 confirming the Board's action, or

A.4.16.2 reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his case), or

A.4.16.3 disposing of the grievance in any other manner which may be just and equitable.

A.4.17 It is understood that no grievance may be submitted concerning the discharge, lay-off or other forms of disciplinary action of a probationary employee.

A.5.0 RESERVATION OF BOARD RIGHTS

A.5.1 The Union acknowledges that the management of the Board's operation and the direction of its employees shall continue to be vested exclusively with the Board and shall, among other things, include the right to:

A.5.1.1 hire, promote, transfer;

A.5.1.2 make and alter reasonable rules and regulations to be observed by the employee;

A.5.1.3 demote, suspend, transfer for disciplinary reasons, discharge or otherwise discipline employees for just cause.

A.5.2 All rights set forth in this Article will not be exercised in a manner contrary to the provisions of this Collective Agreement.

A.6.0 UNION SECURITY

A.6.1 All employees of the Board who are covered by this Collective Agreement shall be required to have monthly dues deducted from their pay commencing the next pay from which dues are scheduled to be deducted.

A.6.2.1 After completion of the probationary period by an employee, the Board will notify the Union of the existence of a new employee and an area steward may request through the Assistant Manager of Caretaking/Assistant Manager of Maintenance, that an interview be arranged to discuss Union membership.

A.6.2.2 Such interview, if arranged, may last up to one-half hour. It is understood that Union membership is voluntary.

A.6.3 When a new employee covered by the terms of this Collective Agreement is hired, a representative of the Board shall notify the new employee of the name of his steward and he shall acquaint the employee with the Union security provisions of this Collective Agreement. The new employee shall also be given a copy of this Collective Agreement.

A.6.3.1 The deduction of Union dues shall be made every pay period and the total amount of Union dues deducted shall be forwarded by the Board to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month together with a list of names and addresses of all employees from whose wages the deductions have been made.

A.6.3.2 A copy of this list shall be forwarded by the Board to the National Headquarters of the Canadian Union of Public Employees. In addition, the Board agrees to collect a special assessment once a year if requested by the Union.

A.7.0 SENIORITY

A.7.1 For the purposes of this Collective Agreement, seniority means length of service with CUPE Local 1196 or with any predecessor local union, which has been amalgamated or merged with the Board.

A.7.2 An employee shall be considered a probationary employee until he has been employed for sixty (60) days of work after which time his name shall be placed on the seniority list and his seniority shall date back to the date of hiring.

A.7.3.1 The Board will maintain a seniority list showing each employee's name, his job classification, and the date upon which his seniority commenced. Where one or more employee commences employment on the same date, seniority shall be determined by alphabetical order.

A.7.3.2 The seniority list will be revised and posted twice a year at the end of May and the end of November and the Board will send two copies of the list to the Recording Secretary or designate.

A.7.3.3 Complaints about the accuracy of the seniority list will be considered within thirty (30) working days of the date of posting and the list shall be deemed to be accurate if no complaint or grievance is received within the said time limit of thirty (30) working days.

A.7.4.1 The selection and promotion of an employee to a position outside the bargaining unit is not governed by this Collective Agreement.

A.7.4.2 If an employee is transferred to a position outside the bargaining unit and is later returned to a position within the bargaining unit, then the seniority which the employee had acquired prior to his transfer outside the bargaining unit shall be retained by him, provided he is transferred back into the bargaining unit within a period of twelve (12) months. If transferred back into the bargaining unit after twelve **(12)** months, the employee's seniority will start after, but his length of service will continue to be calculated from his original hire date with the Board.

A.7.4.3 No employee shall be promoted to a position outside the bargaining unit without his agreement.

A.7.5 Top seniority rights shall be accorded to current members of Local **1196's** Officers and stewards. This shall mean that those employees shall be retained during their respective terms of office notwithstanding their positions on the seniority list provided full-time work for which they are qualified and able to perform at their own or lower hourly rate is available.

A.7.6 If an employee is absent from work because of personal illness, accident or leave of absence authorized by the Board, he shall not lose his seniority rights. However, an employee's seniority shall only be lost and the employee deemed terminated, for any of the following reasons:

A.7.6.1 • dismissal for just cause;

A.7.6.2 • voluntary resignation;

A.7.6.3 • lay-off for twelve **(1**2) consecutive months;

A.7.6.4 • fails to report to the Board within the time specified in a recall notice or fails to report for work on the date specified in a recall notice unless unable to for valid reasons. Notices of recall shall be sent by registered mail to the employee's last address on Board records;

A.7.6.5 • absence from work for three consecutive working days without a valid reason.

A.7.7 It shall be the duty of the employee to notify the Board in writing within seven (7) days of any change of address or telephone number. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail to the address of the employee which appears on the Board" records shall be conclusively deemed to have been received by the employee.

A.8.0 TRADE UNION REPRESENTATION

A.8.1 The Union shall elect or appoint up to fifteen (15) stewards.

A.8.2 A person shall not qualify to serve as a steward unless he has acquired seniority under the terms of this Collective Agreement.

A.8.3 The Union shall, within fifteen (15) working days after the date of the signing of this Collective Agreement, notify the Board in writing of the names of stewards and the Union will inform the Board within ten (10) working days thereafter of any change in the list of stewards.

A.8.4 The Board shall not be obliged to recognize any steward unless the Board has been properly informed of his appointment or election.

A.8.5 In addition to stewards elected or appointed pursuant to A.8.1, the Union shall elect or appoint a Chief Steward.

A.8.6 The Board agrees to recognize a Union Grievance Committee comprised of the Chief Steward, one other steward and one Executive Officer and any others deemed necessary by mutual consent, and the names of these individuals shall be supplied by the Union to the Board.

A.8.7.1 It is clearly understood that stewards will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business.

A.8.7.2 In accordance with this undertaking, the Board will compensate the stewards and also any grievor for any loss of pay for time spent at meetings with the Board or for time spent by stewards in the investigation or processing of grievances.

A.8.7.3 This allowance does not apply for any time spent on these matters outside regular working hours.

A.8.7.4 At no time shall **a** school be left unattended during working hours unless the employee has been given prior approval by a supervisor.

A.8.8.1 It is understood that the stewards and committee members have their regular work to perform on behalf of the Board.

A.8.8.2 If it is necessary for a committeeman or steward to service a grievance during his working hours, he shall not leave his work without first obtaining the permission of his immediate available supervisor. He shall first attempt to contact the Assistant Manager of Caretaking/Assistant Manager of Maintenance before contacting the Principal for permission to leave his work. It is understood that the stewards, in each instance, will report his/her leaving time and return time to the Assistant Manager of Caretaking/Assistant Manager of Maintenance.

A.8.8.3 If requested, he shall give a reasonable explanation why he deems such action is necessary and when resuming his regular work, he shall then again report to his immediate available supervisor.

A.8.8.4 Permission from a supervisor shall not be unreasonably withheld.

A.8.9 It is understood and agreed that Union stewards who are elected or appointed under the terms of this Collective Agreement shall have reasonable access to school premises or work locations at reasonable times for the purposes of investigating or processing grievances or when dealing with matters which are properly under the jurisdiction of stewards under the terms of this Collective Agreement. Union stewards, when entering a work location shall report to the Principal or Principal's designate, or to the supervisor of the work location if not a school premise.

A.9.0 LABOUR MANAGEMENT RELATIONS

A.9.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without prior authorization of the Union. In order that this may be carried out, the Union will supply the Board with the names of its officers.

A.9.2 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representatives shall have reasonable access to the Board's premises in order to investigate and assist in the settlement of a grievance.

A.9.3.1 Time spent at approved Board/Union Committees other than referenced in A.9.3.2 shall be considered as time worked.

A.9.3.2 No employee negotiating committee members shall be required to report to work on negotiations days provided that direct negotiations take place for any part of such days.

In the period six (6) months prior to the termination of this Collective Agreement each member of the Union Bargaining Committee shall be entitled to two **(2)** days off with pay to prepare for negotiations.

A.9.3.3 The Board reserves the right to limit the payment for members in A.9.3.2 to up to six (6) employees per day. However, the Board shall not continue to pay for any committee members when third party assistance is requested.

A.9.3.4 Time spent at approved Board/Union Committees other than referenced in A.9.3.2 shall be considered as time worked.

A.9.3.5 Employees who are members of and attend approved Board/Union Committees and who are scheduled to work that day, shall report to work for the remainder of the required shift time.

A.9.4 All correspondence between the parties, arising out of this Collective Agreement and incidental thereto shall pass to and from the Superintendent of Employee Services, or designate, and the President of the Union, or designate.

A.10.0 UNION/MANAGEMENT COMMITTEE

A.10.1 The Board and the Union agree to recognize a Union-Management Committee which shall be made up of four representatives of each party and any others deemed necessary by mutual consent which shall meet at times mutually agreed upon by the parties for the purposes of discussing mutual concerns, which are not properly matters to be dealt with by other committees.

A.10.2 The Union/Management Committee shall meet monthly or as otherwise agreed upon by the parties.

A.11.0 VACANCIES AND JOB POSTINGS

A.11.1 All bargaining unit vacancies shall be posted for five (5) working days and then filled within thirty (30) working days.

A.11.2 All bargaining unit vacancies shall be posted within twenty (20) days of the position becoming vacant or of the creation of a new position.

A.11.3 All postings shall include the following information:

(a) Position
(b) Qualifications
(c) Education
(d) Shifts
(e) Location
(f) Rate of Pay

A.11.3.1 In filling any posted vacancy or new position for a position within the bargaining unit the Board will consider the skill, ability, qualifications, and training of the staff in question to perform the normal required work; however, where these are relatively equal, the employee with the most seniority shall be selected.

A.11.4 All applications for a posted vacancy or a new position shall be made in writing.

A.11.5 It is understood that the Board shall have the right to temporarily fill a vacancy for a period of up to 30 days of work or for a longer period of time by mutual Agreement of the Union and the Board. The employee filling the temporary position (vacancy) for more than fifteen (15) working days shall receive the applicable rate of pay retroactive to when the employee filled the temporary position (vacancy).

A.11.6 In the event of a temporary vacancy created by an extended absence, the position may be declared vacant and filled on a temporary basis or a permanent basis by mutual Agreement. The incumbent shall have the right to return to the same work location for a period of twelve (12) months.

A.11.7 In the event that an employee whose absence created the vacancy, returns to work later than the twelve (12) months mentioned in Article A.11.6, that employee may be returned to a similar position without loss of pay or seniority, but not necessarily to the same location. The Board will attempt to place the employee in the same geographical area.

A.11.8 Any successful applicant to fill a vacancy or new position will be placed in the vacancy or new position for a trial period not to exceed sixty (60) working days and if the employee proves satisfactory during this period of time, he will then be confirmed in his new classification.

A.11.8.1 Employees will remain in a position for a minimum of six (6) months. This does not prevent employees from applying for a promotion. However, this requirement can be waived with the permission of the Superintendent of Employee Services.

A.11.9 During the trial period, the employee will be paid the rate of pay for the job he is doing in accordance with Article B.1.7.

A.11.10 If the employee proves unsatisfactory during the trial period, he will be returned to his former rate of pay and may be returned to his former work location, if vacant. If not vacant, the employee will return to a vacant position in the classification. Should he wish to return to his former position or location during the trial period, he may be returned by mutual Agreement between the Board and the employee.

A.11.11 If there is no mutual Agreement, the employee will be returned to his former rate of pay at another location.

A.11.12 When a successful applicant has been chosen for a vacancy, then the Board shall notify the Union and all of the applicants of the name of the person who was successful in filling the vacancy. Such notice will be sent out within seven (7) working days.

PART B – WAGES AND BENEFITS

B.1.0 RATES OF PAY AND CLASSIFICATIONS

YEAR 1 EFFECTIVE SEPTEMBER 1, 2005 TO AUGUST 31, 2006
AN INCREASE OF $0.49 per hour.

Classification	eptember 1 :005 to Aug		ıt 31, 2006
	Start	Mid	Job
Caretaker (caretaker in a work location under supervision)	17.63	18.02	18.47
Lead Caretaker # 1 (caretaker in a work location with fewer than 2 other caretakers)	18.50	18.80	19.08
Lead Caretaker # 2 (caretaker in a work location and is responsible for 2 other caretakers)	18.81	19.21	19.50
Lead Caretaker # 3 (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers)	19.16	19.73	20.09
Lead Caretaker # 4 (caretaker in a work location and is responsible for the work location and 8 or more other caretakers)	20.05	20.52	20.91
* Groundskeeper (responsible for undertaking of tasks to maintain sites as assigned)	19.16	19.73	20.09
*Landscaper (responsible for undertaking of landscaping tasks as assigned)	20.05	20.52	20.91
* Courier	17.88	18.27	18.68
* Truck Driver	18.97	19.37	19.80
* Maintenance Person No. 1 (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned)	20.05	20.52	20.91
* Maintenance Person No. 2 (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas)	20.86	21.23	21.63
* Maintenance Person No. 3 (maintenance person who is working at the trade in which they are licensed)	21.31	21.71	22.11

** Must have and maintain the appropriate classification of driver's license.*

4th Class Engineer	Applicable rate plus $.40 per hour. Additional $.40 per hour for Stationary Engineers in registered plants only.
Ministry of Labour Licenses	Applicable rate plus $.40 per hour. Additional $.80 per hour for maintenance employees who use the license only.
Bilingual Employee (where required)	Applicable rate plus $.35 per hour.
Lead Hand Painter	Applicable rate plus $.45 per hour.
Grass Cutter/Snow Remover	This job shall be posted and the rate of
Maintenance Apprentice	Year 2 rate of pay - same as Lead Caretaker # 1 Year 3 rate of pay - same as Lead Caretaker # 2 Year 4 - see applicable rate
Building Environment ystems (B.E.S.)	Applicable rate plus $.40 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification
Chainsaw	Applicable rate plus $.20 per hour for grass cutters, groundskeepers and landscapers who are required to use chainsaws.
Small Drinking Water Systems Certificate	For schools on wells only, applicable rate plus $.40 per hour.

YEAR 2 EFFECTIVE SEPTEMBER 1, 2006 TO AUGUST 31, 2007 AN INCREASE OF $0.50 per hour.

Classification	eptember ' 2006 to August 31, 2007		
	Start	Mid	**Job**
Caretaker (caretaker in a work location under supervision)	18.13	18.52	18.97
Lead Caretaker **# 1** (caretaker in a work location with fewer than 2 other caretakers)	19.00	19.30	19.58
Lead Caretaker **# 2** (caretaker in a work location and is responsible for 2 other caretakers)	19.31	19.71	20.00
Lead Caretaker **# 3** (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers)	19.66	20.23	20.59'
Lead Caretaker **# 4** (caretaker in a work location and is responsible for the work location and 8 or more other caretakers)	20.55	21.02	21.41

* Groundskeeper (responsible for undertaking of tasks to maintain sites as assigned)	19.66	20.23	20.59
*Landscaper (responsible for undertaking of landscaping tasks as assigned)	20.55	21.02	21.41
* Courier	18.38	18.77	19.18
* Truck Driver	19.47	19.87	20.30
* Maintenance Person No. 1 (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned)	20.55	21.02	21.41
* Maintenance Person No. 2 (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas)	21.36	21.73	22.13
* Maintenance Person No. 3 (maintenance person who is working at the trade in which they are licensed)	21.81	22.21	22.61

Must have and maintain the appropriate classification of driver's license.

4th Class Engineer	Applicable rate plus $.40 per hour. Additional $.40 per hour for Stationary Engineers in registered plants only.
Ministry of Labour Licenses	Applicable rate plus $.40 per hour. Additional $.80 per hour for maintenance employees who use the license only.
Bilingual Employee [where required)	Applicable rate plus $.35 per hour.
Lead Hand Painter	Applicable rate plus $.45 per hour.
Grass Cutter/Snow Remover	This job shall be posted and the rate of pay shall be that of Lead Caretaker # 1.
Maintenance Apprentice	Year 1 rate of pay - same as Caretaker Year 2 rate of pay - same as Lead Caretaker # 1 Year 3 rate of pay - same as Lead Caretaker # 2 Year 4 -see applicable rate
Building Environment Systems (B.E.S.)	Applicable rate plus $.40 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification
Chainsaw	Applicable rate plus $.20 per hour for grass cutters, groundskeepers and landscapers who are required to use chainsaws.
Small Drinking Water Systems Certificate	For schools on wells only, applicable rate plus $.40 per hour.

YEAR 3 EFFECTIVE SEPTEMBER 1, 2007 TO AUGUST 31, 2008
AN INCREASE OF $0.54 per hour.

Classification	September 1, 2007 to August 31, 2008		
	Start	Mid	Job
Caretaker (caretaker in a work location under supervision)	18.67	19.06	19.51
Lead Caretaker # 1 (caretaker in a work location with fewer than 2 other caretakers)	19.54	19.84	20.12
Lead Caretaker # 2 (caretaker in a work location and is responsible for 2 other caretakers)	19.85	20.25	20.54
Lead Caretaker # 3 (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers)	20.20	20.77	21.13
Lead Caretaker # 4 (caretaker in a work location and is responsible for the work location and 8 or more other caretakers)	21.09	21.56	21.95
*** Groundskeeper** (responsible for undertaking of tasks to maintain sites as assigned)	20.20	20.77	21.13
*** Landscaper** (responsible for undertaking of landscaping tasks as assigned)	21.09	21.56	21.95
*** Courier**	18.92	19.31	19.72
*** Truck Driver**	20.01	20.41	20.84
*** Maintenance Person No. 1** (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned)	21.09	21.56	21.95
*** Maintenance Person No. 2** (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas)	21.90	22.27	22.67
*** Maintenance Person No. 3** (maintenance person who is working at the trade in which they are licensed)	22.35	22.75	23.15

Must have and maintain the appropriate classification of driver's license.

4th Class Engineer	Applicable rate plus $.40 per hour. Additional $.40 per hour for Stationary Engineers in registered plants only.
Ministry of Labour Licenses	Applicable rate plus $.40 per hour. Additional $.80 per hour for maintenance employees who use the license only.
Bilingual Employee (where required)	Applicable rate plus $.35 per hour.
Lead Hand Painter	Applicable rate plus $.45 per hour.
Grass Cutter/Snow Remover	This job shall be posted and the rate of pay shall be that of Lead Caretaker # 1.
Maintenance Apprentice	Year 1 rate of pay - same as Caretaker Year 2 rate of pay - same as Lead Caretaker # 1 Year 3 rate of pay - same as Lead Caretaker # 2 Year 4 - see applicable rate
Building Environment Systems (B.E.S.)	Applicable rate plus $.40 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification
Chainsaw	Applicable rate plus $.20 per hour for grass cutters, groundskeepers and landscapers who are required to use chainsaws.
Small Drinking Water Systems Certificate	For schools on wells only, applicable rate plus $.40 per hour.

YEAR 4 EFFECTIVE SEPTEMBER 1, 2008 TO AUGUST 31, 2009
AN INCREASE OF $0.66 per hour.

Classification	eptember 1 008 to August 31, 2009		
	Start	Mid	Job
Caretaker (caretaker in a work location under supervision)	19.33	19.72	20.17
Lead Caretaker # 1 (caretaker in a work location with fewer than 2 other caretakers)	20.20	20.50	20.78
Lead Caretaker # 2 (caretaker in a work location and is responsible for 2 other caretakers)	20.51	20.91	21.20
Lead Caretaker # 3 (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers)	20.86	21.43	21.79
Lead Caretaker # 4 (caretaker in a work location and is responsible for the work location and 8 or more other caretakers)	21.75	22.22	22.61

*** Groundskeeper** (responsible for undertaking of tasks to maintain sites as assigned)	20.86	21.43	21.79
*** Landscaper** (responsible for undertaking of landscaping tasks as assigned)	21.75	22.22	22.61
*** Courier**	19.58	19.97	20.38
*** Truck Driver**	20.67	21.07	21.50
*** Maintenance Person No. 1** (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned)	21.75	22.22	22.61
*** Maintenance Person No. 2** (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas)	22.56	22.93	23.33
*** Maintenance Person No. 3** (maintenance person who is working at the trade in which they are licensed)	23.01	23.41	23.81

**** Must have and maintain the appropriate classification of driver's license.***

4th Class Engineer	Applicable rate plus $.40 per hour. Additional $.40 per hour for Stationary Engineers in registered plants only.
Ministry of Labour Licenses	Applicable rate plus $.40 per hour. Additional $.80 per hour for maintenance employees,who use the license only.
Bilingual Employee (where required)	Applicable rate plus $.35 per hour.
Lead Hand Painter	Applicable rate plus $.45 per hour.
Grass Cutter/Snow Remover	This job shall be posted and the rate of pay shall be that of Lead Caretaker # 1.
Maintenance Apprentice	Year 1 rate of pay - same as Caretaker Year 2 rate of pay - same as Lead Caretaker # 1 Year 3 rate of pay - same as Lead Caretaker # 2 Year 4 - see applicable rate
Building Environment Systems (B.E.S.)	Applicable rate plus $.40 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification
Chainsaw	Applicable rate plus $.20 per hour for grass cutters, groundskeepers and landscapers who are required to use chainsaws.
Small Drinking Water Systems Certificate	For schools on wells only, applicable rate plus $.40 per hour.

B.1.1 In applying Article B.1.0, a new employee shall commence at the "start rate". Subject to the probationary period outlined in this collective Agreement (A.7.2), the new employee shall advance to the "mid rate after six (6) continuous months of service with the Board. The new employee shall advance to the "job rate" upon twelve (12) months of continuous service with the Board.

B.1.2 An employee, upon successful completion of his Fourth Class Engineer papers, may apply for the additional hourly rate as specified in classification for "Fourth Class Engineer." The additional applicable rate will be effective the date of qualification subject to the provision of proof of successful completion submitted within four **(4)** months of completion. In the event that documentation is submitted outside of this time limit, retroactivity will be limited to four **(4)** months maximum.

Upon successful completion of the Building Environmental Systems (B.E.S.) qualification, an employee may apply for the additional hourly rate **as** specified in classification for "Building Environmental Systems." The additional applicable rate will be effective the date of qualification subject to the provision of proof of successful completion submitted within four **(4)** months of completion. In the event that documentation is submitted outside of this time limit, retroactivity will be limited to four **(4)** months maximum.

B.1.3 An employee shall receive, if eligible, the additional applicable rate as specified in classification for "Ministry of Labour Licences" for one ministry licence only.

B.1.4 For the level of Lead Caretaker #3 to be created, there shall be at least three (3) other employees in addition to the newly created Lead Caretaker #3.

B.1.5 In a school where there is a Lead Caretaker #3 and the additional complement drops below three (3) other employees, the Lead Caretaker #3 shall remain as a Lead Caretaker #3 for one full year from the time the complement drops below the conditions set out in B.1.4. If the complement for a Lead Caretaker #3 is not met at that time, the Lead Caretaker #3 shall be subject to the conditions as set out in A.11.0.

B.1.6 Employees promoted to a higher paying position shall receive the mid rate under B.1.0 for a period of sixty (60) calendar days then proceed to the job rate. A successful candidate who goes to a lower paying position shall receive the job rate.

B.1.7 When the duties in any classification are materially changed or when a position not covered in B.1.0 hereto is established during the term of this Collective Agreement, the rate of pay for the classification or new position shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on any reclassification or rate of pay of the job in question, such a dispute may be submitted through the Grievance and Arbitration Procedures. The new rate shall become retroactive to the time the position was first filled by the employee.

B.1.8 Wages shall be paid by a deposit to the employee's bank every second Thursday.

B.1.9 On each payday each employee shall be provided with an itemized statement of his wages and deductions which shall be equalized as much as possible.

B.1.10 When an employee temporarily substitutes in a higher paying position, he shall receive the rate for the job to which he is temporarily transferred if it is higher than his regular rate until he has met the requirements of Article B.1.6 after which time he would proceed to job rate.

B.1.11 If an employee is temporarily assigned to a position paying a lower rate than his regular rate, then his rate shall not be reduced. This provision shall not apply when an employee accepts a lower position to avoid a layoff or when an employee is permanently transferred to a lower classification.

B.2.0 OVERTIME

B.2.1 A rate of time and a half shall be paid for all hours in a work week worked over forty (40) hours and for all hours worked in excess of eight (8) hours in any work day.

B.2.2 When overtime work is necessary, such overtime will be shared fairly among employees who are willing, qualified and available to perform the work which is required. Such overtime shall first be offered to those employees assigned to the work location.

B.2.3 The Overtime Protocol as developed and mutually agreed upon through the Union Management Committee will be implemented in all schools and worksites.

B.2.4 An employee on the overtime list who repeatedly refuses to perform overtime duties will result in the deletion of that employee's name from the list. In the event that there are no employees available to perform the overtime, the Board reserves the right to appoint an employee so as to maintain its operations.

B.3.0 SHIFT PREMIUMS

B.3.1 A shift premium shall apply to all hours worked on the afternoon shift as follows:

effective September 1, 2005	$0.46 per hour
effective September 1, 2006	$0.47 per hour
effective September 1, 2007	$0.48 per' hour
effective September 1, 2008	$0.50 per hour.

B.3.2 A shift premium shall apply to all hours worked on the midnight shift as follows:

effective September 1, 2005	$0.56 per hour
effective September 1, 2006	$0.57 per hour
effective September 1, 2007	$0.59 per hour
effective September 1, 2008	$0.61 per hour.

B.3.3 The shift premium shall not be included when computing any overtime pay.

B.4.0 CALL IN EMERGENCY WORK GUARANTEE AND WEEKEND WORK ASSIGNMENTS

B.4.1 An employee who is called in/scheduled in outside of his regular working hours and after the employee has gone home and having completed his normal day's work shall be paid for such work which he performs at any time before the beginning of his next work day a minimum amount equal to four **(4)** hours' pay at straight time. The pay for such emergency work performed on a statutory holiday shall be at the rate of double time.

B.4.2 When an employee is scheduled to perform a weekend work assignment on a Saturday he shall be paid a minimum amount equal to four **(4)** hours pay at straight time or time and a half for such hours worked whichever is the greater.

B.4.3 When an employee is called in to perform a weekend work assignment on a Saturday or Sunday, he shall be paid a minimum equal to four **(4)** hours at straight time or double time for such hours worked whichever is the greater.

B.4.4 When an employee is scheduled to perform a weekend work assignment on a Sunday, he shall be paid a minimum amount equal to four hours straight time or double time for such hours worked which-ever is the greater.

B.5.0 INSURED EMPLOYEE BENEFITS

B.5.1 **OMERS:**

B.5.1.1 The Board shall maintain its present share of the premium cost of the Ontario Municipal Employees Retirement System Plan (OMERS) for all full time employees.

B.5.2 **Ontario Health Insurance:**

B.5.2.1 If a hospital insurance plan requiring premiums is reintroduced, the Board will pay 100% of the premium cost of the plan for all employees unless otherwise specified in the Agreement.

B.5.3 **Semi-Private:**

B.5.3.1 The Board shall pay 100% of the premium cost of semi-private hospital coverage for all full time employees.

B.5.4 **Extended Health Care:**

B.5.4.1 The Board shall pay 100% of the premium cost for extended health care coverage, which shall include provision for vision care coverage in any two consecutive calendar years for all full-time employees as follows:

- $250 effective the first day of the month following ratification;
- $275 effective September 1, 2006;
- $300 effective September 1, 2007.

B.5.4.2 The Board shall pay 100% of the premium cost for extended health care coverage, which shall include provision for hearing aid coverage to the extent of $200 in any two consecutive calendar years for all full-time employees effective September 1, 2001.

B.5.5 **Dental Plan:**

B.5.5.1 The Board shall pay 100% of the premium cost for a basic dental plan with the:

- 2004 Ontario Dental Association (ODA) rates effective the first day of the month following ratification;
- 2005 ODA rates effective September 1, 2006;
- 2006 ODA rates effective September 1, 2007;
- 2007 ODA rates effective September 1, 2008.

B.5.5.2 **Orthodontic Rider:**

A member may, subject to enrolment requirements of the insurance carrier, participate in major restorative rider or an orthodontic rider. The employee will pay 100% of the cost.

B.5.6 **Group Insurance:**

B.5.6.1 The Board shall pay 100% of the premium cost for a Group Life Insurance Plan for all full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.

B.5.6.2 Triple insurance coverage may be carried by the employee, subject to the enrolment requirements of the insurance carrier, with the employee paying the total cost of the difference between the premium for double the employee's basic annual salary coverage and the premium for triple employee's basic annual salary.

B.5.7 **Accidental Death and Disability:**

B.5.7.1 The Board shall pay 100% of the premium for an Accidental Death and Disability Plan for all full time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.

B.5.8 **Change of Carrier:**

B.5.8.1 The Board may change the carrier of any benefit plan (other than OHIP) provided that any benefits provided by such other carrier are at least equivalent to the present benefits in this Collective Agreement.

B.6.0 PAID HOLIDAYS

B.6.1.1 The Board recognizes the following as paid holidays:

1. New Year's Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Canada Day
6. Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Christmas Day
10. Boxing Day

B.6.1.2 Two (2) float days shall be observed at a time mutually agreed upon between the supervisor and the employee. A new employee must have passed his probationary period to receive float days.

B.6.1.3 All float days must be used within the calendar year of January 1 to December 31.

B.6.1.4 In the event that an additional day, other than those listed in B.6.1.1 is proclaimed a school holiday, that day will replace one (1) of the float days in B.6.1.2.

B.6.2 When any of the holidays listed in B.6.1.1 falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday or the preceding Friday shall be deemed to be a holiday for the purpose of this Collective Agreement, subject to the right of the Board to schedule it.

B.6.3 Employees who have been in the employment of the Board for a period of one month and who are not required to work on the holidays listed in B.6.1.1 shall receive holiday pay equal to one normal day's pay if qualified to receive same. Employees who are required to work shall be paid at double time together with holiday pay if qualified to receive same. To be eligible to receive payment for a holiday, an employee must work his full scheduled shifts on the days immediately preceding and succeeding a holiday, or make some other arrangements satisfactory to the Board.

B.6.4 An employee shall not be disqualified from receiving holiday pay if he is absent on one or both of the shifts referred to in B.6.3 due to personal illness, provided, however, that the Board may require the employee to provide a satisfactory medical certificate.

B.7.0 VACATION AND VACATION PAY

B.7.1 An employee shall be entitled to vacation with pay at his regular rate of pay as follows:

Length of Continuous Service as of June 30	**Length of Vacation Entitlement**
Less than 1 year	1 day for each full month of continuous service to a maximum of 10 days
1 year but less than 2 years	2 weeks
2 years but less than 10 years	3 weeks
10 years or more	4 weeks
20 years or more	5 weeks

The vacation year runs from July 1st to June 30th of the following year.

Vacation is an accrued benefit, which is earned in the vacation year prior to the year in which vacation **is** taken. Employees who are absent from work without pay will not have earned their full vacation entitlement. This will be calculated as follows:

$$\frac{\text{\# of days absent w/o pay}}{260} \times \text{vacation entitlement}$$

= # of days not earned for vacation purposes.

The Board agrees to round down any fractions to the nearest full or half day (i.e., 2.1 will be rounded down to 2.0 or 3.7 will be rounded down to 3.5).

B.7.1.1 An employee with less than two (2) years of continuous service as of June 30 will be paid an additional amount for vacation pay calculated at the rate of four percent **(4%)** on the total overtime pay and shift premium pay earned in the preceding twelve (12) month period. This vacation pay will be paid to the employee by August 31.

B.7.2.1 Employees may request that their vacation take place at any time of the year. When an employee's request for vacation is denied, he shall be advised of the reason in writing.

B.7.2.2 When two or more employees in the same work location request their vacations at the same time, the employee with the greatest seniority shall be given preference.

B.7.3 In the event an employee's service with the Board is terminated before he has taken his vacation, he shall be paid in lieu thereof:

B.7.3.1 In the case of an employee with less than one year of continuous service with the Board, a sum equal to 4% of his earnings from the previous June 30th;

B.7.3.2 In the case of an employee qualified for two weeks' vacation, a sum equal to 4% of his earnings from the previous June 30th;

B.7.3.3 In the case of an employee qualified for three weeks' vacation, a sum equal to 6% of his earnings from the previous June 30th;

B.7.3.4 In the case of an employee qualified for four weeks' vacation, a sum equal to 8% of his earnings from the previous June 30th;

B.7.3.5 In the case of an employee qualified for five weeks vacation, a sum equal to 10% of his earnings from the previous June 30th.

B.7.4 An employee shall be entitled to an extra day's vacation with pay for any holiday as defined in B.6.1, which falls within his vacation.

B.7.5 Under special circumstances, an employee may request in writing that one week of vacation be carried over into the following year. Such requests must be made by April 30th. In the event that a request is denied, the Board will provide a written rationale. If granted, the carry over week must be used within that year.

B.7.6 Vacation requests shall be submitted by April 1st each year and shall not be changed unless mutually agreed to by the employee and the Board.

B.7.7 For the purposes of computing qualifications for vacation with pay, the service rendered by an employee with a predecessor Board shall be counted.

B.7.8 Sick leave may be substituted for vacation where an employee can substantiate by means of a medical certificate that he or she was incapacitated in excess of five (5) working days, during his or her vacation period. Under these circumstances, the time for future vacation, which is given to the employee, shall be deducted from the employee's sick pay bank.

B.8.0 UNIFORMS, SAFETY FOOTWEAR AND SAFETY EQUIPMENT

B.8.1.1 In the school years 2005/ 2006 and 2006/2007, the Board will provide to all permanent employees a uniform/safety footwear voucher each year equivalent in value to $300.00 for male employees and $310.00 for female employees. This provision is contingent upon the yearly purchase of safety footwear.

In the school year 2007/ 2008 and 2008/2009, the Board will provide to all permanent employees a uniform/safety footwear voucher each year equivalent in value to $315.00 for male employees and $325.00 for female employees. This provision is contingent upon the yearly purchase of safety footwear.

B.8.1.2 In the school years 2005/2006 and 2006/2007, new employees shall, upon successful completion of the probationary period, qualify for a first issue uniform/safety footwear voucher equivalent in value to $405.00 for male employees and $420.00 for female employees. This provision is contingent upon the yearly purchase of safety footwear.

In the school years 2007/2008 and 2008/2009, new employees shall, upon successful completion of the probationary period, qualify for a first issue uniform/safety footwear voucher equivalent in value to $420.00 for male employees and $435.00 for female employees. This provision is contingent upon the yearly purchase of safety footwear.

B.8.1.3 All employees shall be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed at all times when on duty.

B.8.1.4 The Board will provide to all Caretaker A employees, a uniform voucher equal to that as outlined in Article B.8.1.1.

B.8.2 **Safety Footwear:**

B.8.2.1 The wearing of safety footwear is a condition of employment for all employees.

B.8.3 **Safety Equipment:**

B.8.3.1 Notwithstanding B.8.1.1 and B.8.1.2, the Board shall provide at no cost to the employee all safety equipment required by law and/or the Board.

B.9.0 TRAVEL ALLOWANCE

B.9.1 Any employee covered by this Collective Agreement who is required to operate his/her own vehicle when engaged in Board business shall receive a travel allowance as provided under Board Policy.

B.10.0 MEAL ALLOWANCE

B.10.1 When an employee is required to work three (3) hours or more beyond the end of his regularly scheduled shift or is called in to work three (3) hours prior to the commencement of his regularly scheduled shift, he shall be paid a meal allowance of $8.00, provided that the employee completes his entire regularly scheduled shift.

B.11.0 SICK LEAVE AND RETIREMENT GRATUITY

B.11.1 Employees covered by the terms of this Collective Agreement shall be entitled to a sick leave plan, which provides a benefit of two (2) days without **loss** of pay per month for personal illness with an accumulation of sick pay credits up to a maximum of two hundred and sixty-four **(264)** days.

B.11.2 For the purposes of retirement or death, an employee may accumulate sick leave up to a total maximum credit of one hundred and twenty (120) days' pay which will be paid to the employee upon retirement or, upon the employee's death, will be paid as per Article B.11.5.

B.11.3 The credit in the Retirement Gratuity account shall be calculated as follows:

B.11.3.1 **At** the end of each year the number of days added to the Retirement Gratuity Account with respect to that year shall be one-half of the unused sick leave credit of that year as provided in B.11.1.

B.11.3.2 The maximum amount, which can be accumulated in the Gratuity Account, shall be 120 days.

B.11.3.3 Absence shall affect the gratuity account only when the number of days in the sick leave account falls so as to equal the number of days in the gratuity account at which time each account shall be reduced by one day for each day's absence.

B.11.3.4 No Sick Leave credits transferred from another Board shall earn credit in the gratuity account.

B.11.4.1 The calculation of the gratuity will be the total of (i) and (ii):

(i) For service up to August 31, 1979

$$\frac{\text{\# of days in gratuity account accumulated under provisions of previous agreements}}{240} \times \text{Annual salary at time of Retirement}$$

(ii) For service after September 1, 1979

$$\frac{\text{\# of days in gratuity account accumulated under provisions of this collective agreement}}{240} \times \text{Annual salary at X\% at time of retirement}$$

The following table shall be used for calculating gratuity amounts:

TOTAL NUMBER OF YEARS OF SERVICE WITH YORK REGION INCLUDING PREDECESSOR BOARDS	PERCENTAGE PAYABLE IN ACCORDANCE WITH THIS COLLECTIVE AGREEMENT
UP TO 5 YEARS	0%
5 YEARS	10%
6 YEARS	16%
7 YEARS	22%
8 YEARS	28%
9 YEARS	34%
10 YEARS	40%
11 YEARS	46%
12 YEARS	52%
13 YEARS	58%
14 YEARS	64%
15 YEARS	70%
16 YEARS	76%
17 YEARS	82%
18 YEARS	88%
19 YEARS	94%
20 YEARS	100%

No payment shall be made unless the employee has five (5) or more years.

B.11.4.2 The gratuity shall be payable in one payment on the date of retirement or on January 15 of the following year at the option of the employee.

B.11.4.3 The gratuity by statute may not exceed 50% of the credit in the Sick Leave Account.

B.11.5 In the event of the death of an employee while in the service of the Board, a calculation shall be made of the service gratuity which would have been paid to the employee had the employee retired on the date of his/her death, and this gratuity shall be paid to the employee's designated beneficiary for group life insurance unless otherwise stipulated in writing by the employee.

B.11.6 Under normal circumstances no medical certificate shall be required for an absence up to five (5) consecutive working days. However, for employees who may have repeated absences from work that are charged to sick leave, the Board may require a medical certificate for any and/or all further absences. Requests must be made in writing.

B.11.7 On an annual basis, each employee covered by this Collective Agreement shall be given a statement notifying him of his current sick leave credit position and his current death or retirement allowance.

B.12.0 RETROACTIVE SALARY

B.12.1 In the event ratification of a new Agreement occurs after the expiration of the term of this Agreement, then retroactive salary payment shall be made to all employees on staff as of the date of ratification of this Collective Agreement and to employees who have retired between the expiry date of the contract and the ratification date and to the estate of any employee who has died between the said dates, in all cases calculated on the time worked by the employee between the said dates.

B.12.2 Retroactivity shall apply only to hours paid and to no other benefits unless expressly specified.

B.13.0 EDUCATIONAL TRUST FUND

B.13.1 The Board agrees to provide an Educational Trust Fund for the purpose of upgrading the qualifications of employees. The fund will be used to assist employees taking accredited courses, which may prove beneficial to the Board. Accreditation of a course and the amount of assistance to be provided for each employee shall be determined by the Union/Management Committee. The Board will provide $13,000.00 for the fund in each of the school years 2005/2006 and 2006/2007, and $15,000.00 in each subsequent year of the Collective Agreement.

B.13.2 The Education Trust Fund may be used from time to time for staff development as agreed by Union/Management.

B.13.3 Notwithstanding the above, an employee cannot receive any assistance from the Educational Trust Fund to assist with costs incurred in B.13.4.

B.13.4 After the minimum for a class requirement has been met, and there is a vacancy in any of the night school classes or continuing education classes operated by the York Region District School Board, an employee may register in any class, subject to any special requirements or prerequisites without paying any course registration fee. However, the employee shall be subject to payment at his own expense of any other fees or financial costs.

PART C - LEAVES OF ABSENCE

C.1.0 LEAVES GENERAL

C.1.1 An employee may be granted a leave of absence without pay and without loss of seniority if his written application is approved by the appropriate official of the Board and is sent to the Board's business office at least fifteen (15) days prior to the requested leave. Such request should show good and sufficient reason and not merely personal desire. The granting or denial of any leave of absence will be confirmed in writing.

C.2.0 LEAVES FOR UNION BUSINESS

C.2.1.1 An employee who is elected or appointed for a full-time position with the Union will be granted a leave of absence without loss of seniority, but without salary or other benefits for a period of up to one year. Such leave may be extended by the Board.

C.2.1.2 Upon written request by the employee, he may retain his insured employee benefit coverage provided that the full premium cost is paid by the employee under a preauthorized payment plan. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.

C.2.2 Upon written request by the Union given not less than ten (10) calendar days in advance to the Board, the Board will grant leave of absence without pay or **loss** of seniority to the employees named in such request to absent themselves to attend conventions and seminars of such Union, limited, however, for each such convention or seminar to not more than eight (8) employees per event and to time off of not more than one hundred and twenty (120) person days per Agreement year. During such leave, the Board shall pay to the employee his regular wages and benefits and bill the cost of such to the Union for reimbursement.

C.2.3 The Board agrees to pay 100% of the wages and benefits for the full time release of one person designated by the Union as CUPE 1196 President. The President of CUPE 1196 shall receive the job rate according to his/her classification plus $2.75 per hour.

C.2.4 The Board agrees to the full time release of one person designated by the Union as the CUPE Local Chief Steward on the condition that this release is cost shared equally between the parties. The Chief Steward shall receive the pay rate according to his/her classification.

C.3.0 BEREAVEMENT LEAVE

C.3.1 An employee shall be granted three (3) regularly scheduled consecutive work days' leave without **loss** of salary or wages or charge to sick leave in the case of the death of a grandparent, grandchildren, parent, spouse, brother, sister, child, mother-in-law or father-in-law.

C.3.2 A leave of one day shall be granted for the purpose of attending a funeral other than the cases listed in C.3.1 Such absence shall be deducted from sick leave credits in accordance with Article C.5.0

C.4.0 JURY DUTY AND/OR COURT WITNESS

C.4.1 The Board shall grant a leave of absence without loss of seniority to an employee who serves as a juror or crown witness in any court.

C.4.2 The Board shall pay such an employee the difference between his normal earning and the payment he receives for the jury service or court witness, excluding payment of travelling, meals, or the other expenses.

C.4.3 The employee will present proof of service and attendance and the amount of pay received.

C.5.0 OTHER LEAVES

C.5.1 An employee shall be entitled to the following leave days with pay, but charged to sick leave and appropriate charge to the gratuity account:

a) severe family illness of a parent, spouse, or child (maximum 3 days per year)

b) writing of an examination (maximum 1 day per exam)

c) employee's own convocation from a post secondary institution, or that of the spouse, son or daughter (maximum 1 day per occasion)

d) moving day from employee's prime residence (maximum 1 day per year)

e) funeral – as per C.3.2

f) birth or adoption of male employee's child (maximum 3 days per year)

C.5.2.1 Observance of a Faith Day for a sincerely held religious belief (maximum three (3) days with no charge to sick leave or retirement gratuity).

C.5.2.2 For the purposes of a Faith Day for a sincerely held religious belief, there shall be no deduction from pay for absences of an additional two (2) days, but an employee absent from duty for these two (2) days shall have these days charged to his/her sick leave account.

C.5.2.3 It is understood that deductions from the sick leave account for absences in C.5.0 shall be in accordance with Employment Insurance regulations.

C.6.0 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

C.6.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by employees from Services Canada, (formerly known as Human Resources Development Centre of Canada) for temporary unemployment caused by Pregnancy or Parental Leaves.

C.6.2 The employee must be eligible to receive E.I. pregnancy or parental benefits from Services Canada, (formerly know as Human Resources and Development Centre of Canada) and must also be eligible for pregnancy or parental leave under the *Ontario Employment Standards Act.*

C.6.2.1 A SEB payment will not be made if the employee accesses the sick leave/gratuity plan and if the EI waiting period has been waived.

C.6.3 An application for SEB must be made by the employee on a form to be provided by the Board. The employee shall provide verification of the approval of the E.I. claim.

C.6.4 A SEB payment shall be made only when it has been verified that the employee has applied and qualified for E.I.

C.6.5 The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. The benefit level paid to an employee under this Plan is 100% of the approved E.I. benefits level. The combined weekly rate of the E.I. benefit and SEB payments will not exceed 95% of the employee's normal weekly earnings.

C.6.6 The employee shall sign an agreement with the Board indicating:

(a) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board for a period of one year after returning form the employee's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement; and,

(b) that should the employee not comply with (a) above the employee shall reimburse to the Board any monies paid to the employee under this SEB Plan.

C.7.0 PREGNANCY/PARENTAL LEAVE

C.7.1 "Pregnancy leave" means leave of absence of seventeen (17) weeks or less without pay pursuant to the *Employment Standards Act, 2000.*

C.7.2 "Parental leave" means leave of absence of thirty-five (35) weeks or less without pay if the employee also took pregnancy leave and thirty-seven (37) weeks or less without pay if the employee did not take pregnancy leave, pursuant to the *Employment Standards Act, 2000*

C.7.3 Pregnancy/Parental leave will be granted pursuant to the *Employment Standards Act, 2000.*

C.7.4 Pursuant to the terms of the Act, an employee should notify her principal or immediate Supervisor as soon as possible of the Pregnancy and arrange a suitable date for the commencement of the leave.

C.7.5 The employee shall not work and the Board shall not cause her to work or permit her to work until **six** weeks after the date of delivery or for such shorter period as in the written opinion of a legally qualified Medical Practitioner is sufficient.

C.7.6 An employee returning from a Pregnancy/Parental leave shall have his/her position guaranteed with the Board, subject to other terms within this Agreement.

C.7.7 The Board shall continue to pay its share of the employee's insured employee benefit plans for the period of the Pregnancy/Parental leave.

C.7.8 An employee returning from Pregnancy/Parental leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.

C.7.9 An employee on Pregnancy/Parental Leave shall not apply for payment from the sick leave plan or account, during the leave.

C.7.10 An employee returning from Pregnancy/Parental leave shall have existing sick leave benefits and retirement gratuity credits fully reinstated.

C.7.11 A position held by an employee going on Pregnancy/Parental leave shall be filled in an acting capacity.

C.8.0 INFANT CARE LEAVE

C.8.1 "Infant Care Leave" means a leave of absence without pay to provide a period of time following Pregnancy/Parental leave for a parent to take care of a new born child.

C.8.2 To be eligible for Infant Care Leave, an employee must have been continuously employed by the Board for a period of two (2) years.

C.8.3 An employee who is eligible for an Infant Care Leave may apply at the same time as a Pregnancy/Parental Leave or no later than sixty (60) days prior to the date the Pregnancy/Parental Leave is to end.

C.8.4 The sum of a Pregnancy/Parental and Infant Care Leave granted under this Collective Agreement may be up to one (1) year and thirty-five (35) weeks.

C.8.5 The application for Infant Care Leave shall include the requested expiration date of the leave.

C.8.6 An employee on Infant Care Leave shall not be paid employee benefits during the period of the leave. Such employee may retain his membership in any plan to which he was registered at the beginning of the leave, by paying full premiums applicable under a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.

C.8.7 The position held by the employee, going on Infant Care Leave shall not be maintained by the Board for the employee. The employee shall be offered employment at the same level at which he left upon return to the Board at the end of the leave.

C.8.8 If, however no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) full year. After that time the employee will be paid at the job rate of the position she holds.

C.8.9 Leave of absence granted because of Infant Care Leave shall not be charged to the Sick Leave Plan and no Sick Leave credits shall accrue.

C.8.10 An employee returning from Infant Care Leave shall have existing sick leave benefits, Retirement Gratuity credits and seniority fully reinstated.

C.8.11 A position held by an employee going on Infant Care Leave shall be filled on a permanent basis.

C.9.0 ADOPTION LEAVE – PARENTAL LEAVE

C.9.1 "Adoption Leave" means a leave of absence without pay not exceeding 37 weeks granted to a parent at the time a child is adopted pursuant to the Employee Standards Act.

C.9.2 An employee returning from Adoption Leave shall have his position guaranteed with the Board subject to other terms within this Agreement.

C.9.3 The Board shall continue to pay its share of the Employees insured employee benefit plan for the period of the Adoption/Parental Leave.

C.9.4 An employee returning from Adoption Leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.

C.9.5 A position held by an employee going on Adoption/Parental Leave shall be filled in an acting capacity.

C.9.6 An employee returning from Adoption/ Parental leave shall have existing sick leave benefits and Retirement Gratuity credits fully reinstated.

C.10.0 CHILD CARE LEAVE

C.10.1 "Child Care Leave" means a leave of absence without pay to provide a period of time immediately following an Adoption Leave for a parent to care for a newly adopted child.

C.10.2 To be eligible for Child Care Leave, an employee must have been continuously employed by the Board for a period of two (2) years.

C.10.3 An employee who is eligible for Child Care Leave may apply at the same time as a Adoption/Parental Leave or no later than sixty (60) days prior to the date the Adoption/Parental Leave is to end.

C.10.4 The sum of an Adoption/Parental Leave and a Child Care Leave granted under this Collective Agreement may be up to one (1) year and thirty-five (35) weeks.

C.10.5 An employee on Child Care Leave shall not be paid employee benefits during the period of the leave Such employee may retain his membership in any plan to which he was registered at the beginning of the leave, by paying full premiums applicable under a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on **a** monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.

C.10.6 An employee returning to the Board from a Child Care Leave shall be offered employment with the Board at the same level at which he left.

C.10.7 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time, the employee will be paid at the job rate of position she holds.

C.10.8 Leave of absence granted because of Child Care Leave shall not be charged to the Sick Leave Plan and No Sick Leave Credits shall accrue.

C.10.9 An employee returning from Child Care Leave shall have existing sick leave benefits, Retirement Gratuity credits and seniority fully reinstated

C.10.10 A position held by an employee going on Child Care Leave shall be filled on a permanent basis.

PART D – CONDITIONS OF WORK

D.1.0 HOURS OF WORK

D.1.1 The regular work shall consist of a forty (40) hours worked in five (5) days, Monday to Friday inclusive.

D.1.2 The scheduled work week for employees in schools with swimming pool operations shall consist of forty (40) hours worked in five (5) consecutive days Monday to Monday inclusive. Employees scheduled to work Saturday or Sunday shall be paid time and one half or double time respectively.

D.1.3 Employees shall have two fifteen (15) minute rest periods per day at times scheduled by the Board.

D.1.4 The normal starting and finishing times shall be as follows:

D.1.4.1 Day shift shall commence between 6:00 a.m. and 8:00 a.m. and finish between 2:30 p.m. and 5:00 p.m. Lunch period shall be unpaid and last one half-hour or one hour.

D.1.4.2 Afternoon shift shall commence between 3:00 p.m. and 4:00 p.m. and finish between 11:00 p.m. and 12:00 midnight. Lunch period shall be paid and last one half-hour and be considered part of the work period.

D.1.4.3 Midnight shift shall commence between 11:00 p.m. and 12:00 midnight and finish between 7:00 a.m. and 8:00 a.m. Lunch period shall be paid and last one half-hour and be considered part of the work period.

D.1.4.4 Mid-shift shall commence between 11:00 a.m. and 1:00 p.m. and finish between 7:00 p.m. and 9:00 p.m. Lunch period shall be paid and last one half-hour and be considered part of the work period.

D.1.5 All employees working on a shift which is not a normal day of work shall have one half-hour paid lunch period, which is considered part of the work period.

D.1.6.1 Work schedules shall be posted by the Board two weeks or more in advanced and the Board shall make every effort to discuss with representatives of the Union any significant changes in the schedule of operations before putting into effect any such change.

D.1.6.2 If an employee's work schedule is to be altered, then the Board shall provide any employee affected by the change at least forty-eight **(48)** hours' prior notice of the change in the work schedule. If such a change is to occur on a Saturday or Sunday work schedule, the Board shall provide an employee affected by such change at least seventy-two (72) hours prior notice.

D.1.6.3 It is understood that in case of emergency the provisions in D.1.6.2 do not apply.

D.1.7 Although the Board expects to continue to employ its employees on a forty (40) hour basis it cannot guarantee to provide work for any employee and expressly reserves the right to reduce the work week or the working at any time.

Any changes to the regular working hours will be reviewed with the Union prior to implementation.

D.1.8 **Summer Hours of Work:**

A four **(4)** day week for maintenance and caretaking employees shall be undertaken for the months of July and August on an optional basis by location. The Board retains the right to designate school locations that are not suitable for a four **(4)** day week operation.

D.2.0 LAY-OFFS AND RECALL

D.2.1 In the event of there being a lay-off or recall, seniority shall be the determining factor, provided, however, that the employee who claims his seniority has the skill, ability and qualifications to do the work available.

D.2.2 No new employees will be hired until those employees who are on lay-off are given the opportunity for re-employment.

D.2.3 Employees who are to be laid off shall be given twenty (20) working days prior notice of the lay-off, unless the lay-off is brought about by reasons beyond the control of the Board.

D.2.4 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

D.2.5 Any employee who is declared redundant to a work location shall be given the option of transferring to the first available position if equal classification or be demoted to the lower classification.

D.3.0 COMPLAINTS AND/OR DISCIPLINARY NOTICES

D.3.1 If a written complaint about the conduct of an employee is received by any person who discharges management functions on behalf of the Board and this written complaint is placed in the file of employee for future on disciplinary matters, then the employee concerned shall receive a copy of the written complaint.

D.3.2.1 In the event that the Board imposes any form of disciplinary action on an employee or gives a written reprimand to an employee which is recorded and placed in the employee's personnel file, then the employee shall receive a copy of the written record, and shall acknowledge, in writing, without necessarily agreeing to its contents, receipt of such a record. Such material referenced in Articles D.3.1 and D.3.2.1 shall be kept on file for thirty-six (36) months, or such shorter time subject to the employee not repeating a similar offence during that shorter time, as agreed upon between the Board and the Union.

D.3.2.2 The Board shall provide the Recording Secretary or designate of the Local Union **a** copy of any disciplinary notice given to an employee. Where the employee has been terminated, such notice shall be provided within 5 working days.

D.3.3.1 If the Board requires an employee to present himself to a supervisor for the purpose of giving him:

i) a warning of possible suspension or possible discharge or,

ii) a suspension or discharge or,

iii) a letter of discipline or a written reprimand,

the employee may request a representative of his choice be present, if available. Failing that, another representative may attend.

D.3.3.2 In applying D.3.3.1, the supervisor shall advise the employee that he may request a Union steward to be present.

D.3.3.3 If the employee requests a steward, the Board shall allow the employee to choose a steward from those elected or appointed.

D.4.0 NO DISCRIMINATION

D.4.1 The Board and the Union agree that there shall be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, union membership or non-union membership.

D.5.0 CONTRACTING OUT

D.5.1 While it is recognized that the Board has the right to contract out, the right of the Board to exercise contracting out shall only be recognized if, as a result of contracting out, there is no reduction in the total number of caretakers or the total number of maintenance personnel.

D.5.2 During the term of the Collective Agreement the Board will not enter into any contracts with the contractors for the performance of caretaking services in any of its present and future schools and building operated by the Board.

PART E – MISCELLANEOUS

E.1.0 COPIES OF THE COLLECTIVE AGREEMENT

E.1.1 The Board agrees to pay the cost of printing sufficient copies of this Collective Agreement for distribution to all employees.

PART F – LETTERS OF INTENT

F.1.0 LETTERS OF INTENT

Any alleged violation of the Letters of Intent pursuant to this Collective Agreement may be the subject of grievance and arbitration articles of this Collective Agreement.

F.1.1 LETTER OF INTENT #1 – TRAINING

If, during the term of this Collective Agreement, the Board introduces technological change, such changes shall be implemented only after consultation with the Union. Any employee affected by this change shall be considered for retraining prior to lay-off. The Board agrees to make available opportunities to obtain basic skills in accessing Board communications via computers.

F.1.2 LETTER OF INTENT #2 – APPOINTMENT FORMS

The Board undertakes for the term of the Collective Agreement to forward to the Secretary of the Union or designate, copies of staff appointment forms with respect to new hires, change of rate (promotions), change of work location (transfers).

F.1.3 LETTER OF INTENT #3 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

It is understood by the parties to this Collective Agreement that there will be a Joint Occupational Health and Safety Committee of the Board and Support Staff.

F.1.4 LETTER OF INTENT #4 – LATERAL MOVES

It is understood by the parties that Caretaker positions will be filled by lateral moves, based on seniority. However, there are circumstances where an employee will not be allowed to relocate due to a poor performance record, which may include disciplinary or attendance problems.

In addition, there may be exceptional circumstances where the position requires specific characteristics, which will be identified on the posting. In these cases internal candidates will be interviewed.

F.1.5 LETTER OF INTENT #5 – RETIRED BENEFITS

If approved by the insurance underwriters, and if there is no increased cost in premium to the Board, a member who retires from the Board prior to age 65, or is on LTDI, may retain membership in any Group Benefit Plans to which he belonged to at the time of retirement, or is placed on LTDI, until he attains the age of 65 years. The retired member and/or the members on LTDI must pay full premium cost to maintain his participation and coverage under the group contracts.

F.1.6 LETTER OF INTENT #6 – GRASS CUTTERS

It is agreed by the Employer and the Union that a joint committee consisting of two (2) members of the Union and two (2) members of the Board will be established to discuss the feasibility of releasing grass cutters for a twelve (12) month period. The present release of the grass cutters for a twelve month period will not be changed by the Employer without first allowing the Union to make representations.

F.1.7 LETTER OF INTENT #7 – OVERTIME

To resolve a dispute at a work location with respect to equitable distribution of overtime for caretaking and maintenance staff, the parties agree to abide by the letter of understanding and the guidelines for overtime that have been established by the Union/Management Committee as amended by the Committee from time to time.

F.1.8 LETTER OF INTENT #8 – SUMMER HOURS

The Board agrees to a four (4) day summer work week in lieu of time previously worked in accordance with terms and conditions agreed to by the parties. It is recognized that the Employer may terminate this practice but only after the Union has had reasonable opportunity to make representations.

F.1.9 LETTER OF INTENT #9 – DRUG CARD

The parties agree that the sub-committee of Union/Management continue to implement and monitor the Drug Card system. The Employer and the Union will cooperate to ensure that full information is available to the sub-committee for implementation and monitoring. After two (2) full years of operation, as of June 2004, modifications will be made to the Drug Card system to ensure that the Drug Card system is cost neutral to the Board. If modifications as per above cannot be agreed upon by the parties, then the system for drug claim reimbursement used prior to the introduction of the Drug Card system will be reinstated.

F.1.10 LETTER OF INTENT #10 – CONTRACTING-IN

The parties agree that a sub-committee of Union/Management will meet to consider and report on the cost effectiveness of contracting-in maintenance work.

F.1.11 LETTER OF INTENT #11 – APPLICATION FORM

The parties agree that a sub-committee of Union/Management of three (3) members of the Union and three (3) Board representatives will be established to develop an application form acceptable to both parties which will be used by all employees when applying for job vacancies. The information provided on this application form will be relied upon to establish eligibility for an interview.

F.1.12 LETTER OF INTENT #12 – CRIMINAL BACKGROUNDCHECKS

For existing members of CUPE 1196, the Board shall pay all costs associated with the Canadian Police Information Check (CPIC) or offence declaration, pursuant to Regulation 521/01 of the *Education* ***Act*** or any subsequent regulation or law, provided that the employees use the police service designated by the Board. **All** information obtained through the Criminal Background Check process shall be collected and managed in a secure manner that provides for confidentiality and privacy for employees.

F.1.13 LETTER OF INTENT #13 – SAFE SCHOOLS

The Board recognizes its obligation to provide **a** secure environment for employees in accordance with the Board's Safe Schools Policy.

F.1.14 LETTER OF INTENT #14 – JOINT-USE FACILITIES

The parties agree to form a Union/Management sub-committee to discuss the staffing implications/alternatives for joint-use facilities.

F.1.15 LETTER OF INTENT #15 – SUPERVISON

Except in emergency situations CUPE 1196 members shall not be required to supervise students (s) in the absence of a teacher.

F.1.16 LETTER OF INTENT #16 – APPRENTICESHIP PROGRAM

The Board and the Union agree to form a committee to discuss the feasibility and to continue to discuss the terms and conditions of the apprenticeship program.

F.1.17 LETTER OF INTENT #17 – DISABILITY MANAGEMENT PROGRAM

It is understood by the parties to this Collective Agreement that the Board will consult with CUPE 1196 in matters pertaining to the maintenance of the Disability Management Program.

This will include the development of a standards and practices framework to support the Disability Management Program Guidelines.

F.1.18 LETTER OF INTENT #18 – DRUG CARD

The parties agree that the Drug Card System has proven to be cost neutral to the Board. The sub-committee of Union Management will continue to monitor the system to ensure that the cost remains neutral.

F.1.19 LETTER OF INTENT #19 – LONG TERM DISABILITY (LTD)

It is understood by the parties to this Collective Agreement that the Board and the Union will strike a sub committee of the Union Management Committee to review the current LTD eligibility waiting period. Any changes to the Plan must be agreed upon by both parties.

F.1.20 LETTER OF INTENT #20 – SUPPORT STAFF DEVELOPMENTACCOUNT

A one-time allowance for each full-time CUPE member shall be provided in an amount as determined jointly by the Board, CUPE 1196 and CUPE 1734 based on a total amount available of $1,013,048. The allowance shall be used for expenses incurred for computers, software, peripherals, professional material and courses. The parties shall jointly establish reimbursement procedures based on provincial guidelines. CUPE members working less than full-time shall receive a prorated portion of the allowance.

F.1.21 LETTER OF INTENT #21 – TERM EMPLOYEE POSITIONS

The parties agree that a sub-committee of the Union/Management Committee will continue to implement and monitor the Term Employee Agreement.

The Employer will cooperate to ensure that full information is available to the Union for the monitoring of the Program. Management shall provide a list of Term employee positions to the Union on a quarterly basis.

The sub-committee will bring any amendments of the Term Employment Agreement to the Union Management Committee for review. Any changes to the Term Employment Agreement shall be by mutual consent of the parties.

F.1.22 LETTER OF INTENT #22 – WORKLOAD REVIEW COMMITTEE

Within four weeks of ratification of this collective agreement the parties agree to form a joint committee to review workload and service standards. This Committee will be comprised of five representatives of CUPE 1196 and five representatives of the Board, co-chaired by one of the designates of each party.

The mandate of the Committee is to examine issues such as the following:

- distribution of staff
- community access
- service standards
- square footage
- additional responsibilities (i.e., daycare centers, pools, gyms, night schools, etc.)
- replacement of absences

The Committee may involve or seek input from other Board and/or Union representatives. The Committee shall report their findings and recommendations to the Director by April 30, 2006. This timeline may be amended upon the mutual agreement of the parties.