

SOURCE	Board
EFF.	96 04 01
TERM.	97 06 30
No. OF EMPLOYEES	505
NOMBRE D'EMPLOYÉS	SA

COLLECTIVE AGREEMENT

between:

THE HASTINGS COUNTY BOARD OF EDUCATION

(hereinafter called "the Board")

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022**

(hereinafter called "the Union")

RE: CUSTODIAL AND MAINTENANCE EMPLOYEES (Group A)

RE: CLERICAL AND TECHNICAL EMPLOYEES (Group B)

RE: EDUCATIONAL ASSISTANTS (Group C)



Expiry Date: June 30, 1997

0969283a

TABLE OF CONTENTS

		Page No.
ARTICLE 1	GENERALPURPOSE	1
ARTICLE 2	MANAGEMENT RIGHTS	1
ARTICLE 3	RECOGNITION	1
ARTICLE 4	RELATIONSHIP	3
ARTICLE 5	NO DISCRIMINATION	3
ARTICLE 6	CHECK-OFF AND UNION DUES	3
ARTICLE 7	STRIKES AND LOCK-OUTS	4
ARTICLE 8	SENIORITY	4
ARTICLE 9	JOB POSTINGS AND STAFF CHANGES	6
ARTICLE 10	LAY-OFFS AND RECALLS	8
ARTICLE 11	INFORMATION TO THE UNION	9
ARTICLE 12	STEWARDS REPRESENTATION	9
ARTICLE 13	GRIEVANCE PROCEDURE	10
ARTICLE 14	DISCIPLINARY ACTION	12
ARTICLE 15	HOURS OF WORK	13
ARTICLE 16	OVERTIME AND CALL IN PAY	16
ARTICLE 17	PAID HOLIDAYS	17
ARTICLE 18	VACATIONS WITH PAY	18
ARTICLE 19	LEAVE OF ABSENCE	20
ARTICLE 20	RETIREMENT GRATUITY	25
ARTICLE 21	BENEFITS	26
ARTICLE 22	PAYMENT OF WAGES AND ALLOWANCES	28
ARTICLE 23	JOB CLASSIFICATIONS AND RECLASSIFICATION	29
ARTICLE 24	CONTRACTING OUT	29
ARTICLE 25	GENERAL CONDITIONS	30

TABLE OF CONTENTS (cont'd)

ARTICLE 26 TERMS OF AGREEMENT 32

SCHEDULE "A" 33

SALARY INCREMENTS 34

SCHEDULE "B" SCHOOL BREAK DURING CHRISTMAS SEASON 38

APPENDIX "A" MEMORANDUM OF AGREEMENT -
JURISDICTIONAL GROUP A ONLY 40

LETTER OF UNDERSTANDING RE: STAFFING POLICY 44

LETTER OF UNDERSTANDING RE **ÉCOLE CITÉ-JEUNESSE** 45

LETTER OF UNDERSTANDING RE EDUCATIONAL ASSISTANTS 46

LETTER OF UNDERSTANDING RE ARTICLE 25:04 47

LETTER OF UNDERSTANDING RE CUSTODIAL & SECRETARIAL STAFFING 48

LETTER OF UNDERSTANDING RE VACATION ENTITLEMENT DURING
PEAK PERIODS - CUSTODIAL AND MAINTENANCE 52

LETTER OF UNDERSTANDING RE EDUCATIONAL ASSISTANT
PLACEMENT PROCESS 53

MEMORANDUM OF SETTLEMENT 55

EMPLOYMENT STANDARDS ACT - PART XI - PREGNANCY AND
PARENTAL LEAVE 58

ARTICLE 1 - GENERAL PURPOSE

1:01 The general purpose of this Agreement is to establish mutually satisfactory **relations** between the Board and its employees; to provide means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provisions.

ARTICLE 2 - MANAGEMENT RIGHTS

2:01 The management of the Board's operations and the direction of its employees in all respects shall continue to be vested exclusively with the Board, subject only to the **express** terms of this Agreement.

ARTICLE 3 - RECOGNITION

3:01 The Board and the Union agree that the employees in the bargaining unit described in Article **3:02** will be divided into three (**3**) separate and distinct Jurisdictional Groups as follows:

- (a)** Jurisdictional Group A shall mean all Custodial and Maintenance employees, Truck Drivers and Drivers of Board-owned buses;
- (b)** Jurisdictional Group B shall mean all **Office**, Clerical and Technical employees;
- (c)** Jurisdictional Group C shall mean all Educational Assistants.

3:02 The Board recognizes the Canadian Union of Public Employees as the sole exclusive bargaining agent for all Custodial and Maintenance employees, Truck Drivers, Drivers of Board-owned buses, Office, Clerical, and Technical employees, Educational Assistants employed by the Board, save and except Supervisors, Managers and Coordinators, persons above the rank of Supervisor, Manager, Coordinator, Secretaries to Senior Administrative Staff, Attendance Counsellor, Liaison Officer, Senior Buyer, Transportation Officer, Administrative Assistants, persons employed in the Human Resources Department, persons employed in the **Payroll/Benefits** Department, students employed during the school vacation period in work normally performed by Jurisdictional Group A, and employees in bargaining units for which a Trade Union or Teachers' Federation held bargaining rights as at June **19th, 1990**.

For the purposes of clarity, "Senior Administrative Staff" includes: the Director of Education, Executive Assistant to **the** Director of Education, Superintendents, Controller of Plant, Controller of Finance, and Superintendent of Human Resources.

3:03 Unless expressly stated to the contrary, each of the provisions of this Collective Agreement shall apply to each Jurisdictional Group described in Article **3:01**.

3:04

- (1) Casual employees are defined as:
 - (a) employees hired for a specific term which is to cover the absence of a regular employee, or
 - (b) employees hired to provide temporary assistance above the normal complement or to work on special projects for periods not to exceed six (6) months, unless otherwise agreed by the Union, or
 - (c) employees who regularly work **less** than a total of fifteen (15) hours per week in positions covered by this Agreement.
- (2) Casual employees shall not be hired to circumvent job **postings** or the recall of a regular employee who is on layoff nor **will** casual employees be hired while regular employees who have the ability to perform the available work are on lay-off.
- (3) Casual employees shall be paid the lowest rate of pay for the **job** to which they are assigned.
- (4) None of the provisions of this Collective Agreement shall apply to the employment of casual employees with the exception of Article 3 (Recognition), Article 5 (No Discrimination), Article 6 (Check-Off Union Dues), Article 13 (Grievance Procedure), Article 15 (Hours of Work), and Article 16 (Overtime and Call In Pay).
- (5) Casual employees shall be paid four (4%) per cent of their gross earnings in lieu of vacation entitlement.
- (6) Casual employees shall be paid holiday pay if they qualify for a paid holiday pursuant to the provisions of The Employment Standards Act.
- (7) Casual employees who apply for positions in the bargaining unit will be treated as outside applicants for positions not filled by regular employees.
- (8) Casual employees' probationary period, as defined in Article 8:03, shall commence on the day the casual employee commences employment in a regular position. Upon successful completion of the probationary period, a casual employee shall be credited with the **total** number of days worked as a casual employee within the twenty-four (24) month period immediately preceding the appointment to the regular position.
- (9) The Employer shall notify the Union, in **writing**, of the names and terms of employment of all casual employees.
- (10) The Board will endeavour to limit the number of casual employees who work **less** than fifteen (15) hours per week by combining, wherever reasonably possible, positions in the same or different locations so that such positions will be fifteen (15) or more hours per week.

ARTICLE 4 - RELATIONSHIP

- 4:01 The Union will supply the Board with the names of employees who are stewards or other officers of the Union. Similarly, the Board will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to do business.
- 4:02 The Superintendent of Human Resources and other persons designated by the Board shall meet with the Executive Union Committee, consisting of no more than six (6) employees, with representation from each of the Jurisdictional Groups, the week following each monthly Union meeting if requested by either party. The time and place will be mutually arranged. The Union and the Board will exchange agendas of matters for discussion at least three (3) days before each regular meeting of this Committee. This Committee will also meet at any other mutually agreeable time to discuss urgent matters.

The meeting shall be restricted to the Board and the Local Union.

ARTICLE 5 - NO DISCRIMINATION

- 5:01 The Board and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, re-call, discipline, discharge for any reason prohibited by the Ontario Human Rights Code, nor by reason of their membership or activity, or non-membership or non-activity in the Union. In addition, the Board and the Union specifically acknowledge their obligation to accommodate handicapped employees as required by the Human Rights Code of Ontario.
- 5:02 The Employer will not enter into private agreement with an employee in the bargaining unit, the terms of which are contrary to any terms of this Agreement, unless mutually agreed to by the Union and the Board.

ARTICLE 6 - CHECK-OFF UNION DUES

- 6:01 There shall be deducted each month from the pay of each employee, an amount equivalent to regular monthly Union dues.
- 6:02 Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names, addresses and classifications of all employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deducted from each employee.
- 6:03 The Union shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deduction and remittance of dues by the Board pursuant to this Article.
- 6:04 The Board agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect and with the conditions of employment as set out in the Articles dealing with the Union security and dues check-off.

ARTICLE 7 - STRIKES AND LOCK-OUTS

- 7:01** There shall be no strike, stoppage of work, slowdown or other interference with work on the part of employees, nor will there be any lock-out on the part of the Board during the term of this Agreement.
- 7:02** The term "strike" and the term "lock-out" shall be interpreted in accordance with the definitions set out in The Ontario Labour Relations Act.
- 7:03** No bargaining unit employee will be required to perform work normally done by another employee engaged in a legal strike.

ARTICLE 8 - SENIORITY

- 8:01** (a) Seniority shall be defined as the length of service with the Board computed from last date of permanent hire within their Jurisdictional Group. Seniority rights acquired under this Agreement shall only operate within the Jurisdictional Group in which an employee is employed by the Board.
- (b) There shall be one (1) seniority list for each Jurisdictional Group setting out all employees with seniority in that Jurisdictional Group being calculated as follows:
- (i) Employees who work three (3) days or more per week will accumulate seniority at the rate of one (1.0) year of seniority for each full year of employment from last date of hire;
- (ii) Employees who work less than three (3) days per week will accumulate seniority at the rate of six tenths (.6) years of seniority for each full year of employment from last date of hire;
- (iii) Employees holding more than one (1) position will accumulate seniority on the basis of both positions, but the maximum allowable seniority for both positions for each year of service shall be one (1.0), it being understood that such positions shall remain separate and distinct notwithstanding that they are held by one (1) employee.
- (iv) In applying this provision to Jurisdictional Group A, "three (3) days" shall mean twenty-four (24) hours or more and to Jurisdictional Groups B and C, "three (3) days" shall mean twenty-one (21) hours.
- (c) Up to and including December 31, 1992, seniority shall be calculated in accordance with Article 8:01 (b). From and after January 1, 1993, seniority shall accumulate on the basis of continuing employment in each calendar year or part thereof, so that each employee, regardless of assigned hours of work, or months of work per year, shall receive one (1.0) year of seniority credits for each calendar year of service.
- (d) It is understood that seniority credits and service are separate and distinguishable.

- 8:02** Seniority lists for each Jurisdictional Group will be compiled in January of each year covering all employees coming within the scope of the Jurisdictional Group. Twelve (12) copies of each seniority list will be forwarded to the Union and a copy will be forwarded to each school.
- 8:03** A new employee will be on probation and will not acquire seniority until the employee has completed a normal probationary period of six (6) months of continuous employment. As related to the terms of this Agreement, an employee will then be considered permanent in the employee's Jurisdictional Group and seniority will date back to the date of permanent hire. During the probationary period, the employee will enjoy all the rights and privileges under this Collective Agreement except that the termination of a probationary employee shall be at the discretion of the Board.
- 8:04** Seniority previously accumulated shall be lost and an employee will be deemed to have been terminated if:
- (a) The employee quits or is discharged and such discharge is not reversed through the grievance procedure or arbitration;
 - (b) The employee overstays a leave of absence except where it is beyond the control of the employee;
 - (c) The employee is absent for reasons other than personal illness or reasons beyond the employee's control without the permission of the employee's Supervisor, or, in the Supervisor's absence, another authorized officer of the Board;
 - (d) The employee fails to return to work within ten (10) working days or fails to notify within seven (7) days of the employee's intent to return to work after receiving notice of recall, by registered mail, of recall from lay-off unless such return to work is prevented by certified personal illness;
- 8:05** All employees shall keep the Human Resources Department informed of their current address and phone number.
- 8:06** No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority rights accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to the position in the bargaining unit during the employee's trial period, which shall be a maximum of six (6) months. If an employee returns to the bargaining unit, the employee shall be returned to the employee's former position at the employee's former seniority and rate of pay providing such return shall not result in the lay-off or bumping of an employee holding greater seniority. Other employees promoted or transferred shall be returned to their former position. An employee may return to a vacant position in the bargaining unit within two (2) years and will be credited with seniority accumulated up to the date of leaving the bargaining unit.

8:07 Except as provided by the provisions of this Agreement, employees shall not be permitted to transfer from one Jurisdictional Group to another Jurisdictional Group. If an employee is transferred to a position outside of the employee's Jurisdictional Group, the employee will continue to accumulate seniority in the employee's former Jurisdictional Group and the new Jurisdictional Group simultaneously for a period of up to two (2) years. After two (2) years in the employee's new Jurisdictional Group, the employee shall forfeit all seniority in the employee's former Jurisdictional Group and be credited with actual seniority accumulated in the new Jurisdictional Group. If the employee returns to the employee's former Jurisdictional Group within the two (2) year period, the employee shall only retain seniority accumulated in the employee's original Jurisdictional Group. This provision applies to seniority **only** and does not affect the service of an employee for rights and benefits acquired by service with the Board.

8:08 The parties agree that there shall be three (3) seniority lists for the three (3) Jurisdictional Groups for employees hired up to and including December 31st, 1992. These three (3) seniority lists shall remain in effect for the term of this Agreement and thereafter unless amended by agreement of the parties.

Notwithstanding the above, effective January 1st, 1993, there shall be one (1) seniority list for all employees hired on or after January 1st, 1993.

Therefore, employees who were employed prior to January 1st, 1993 will have seniority in their Jurisdictional Group up until December 31st, 1992 and then seniority will accumulate on the new single seniority list effective January 1st, 1993 but will include previous seniority accumulated in Jurisdictional Groups accumulated prior to January 1st, 1993.

ARTICLE 9 - JOB POSTINGS AND STAFF CHANGES

9:01 The Union shall be notified of all hirings, lay-offs, re-hirings and terminations of permanent employees under the terms of this Collective Agreement.

9:02 When a new position is created, or when a vacancy occurs, such vacancy shall be posted on all bulletin boards for a minimum of seven (7) working days so as to provide all employees with an opportunity to apply for such position.

9:03 Notices of vacancies shall contain the following information:

- (i) the nature of the position,
- (ii) qualifications,
- (iii) required knowledge and education,
- (iv) skills,
- (v) shift,
- (vi) hours of work, and

(vii) wage or salary rate or range.

The qualifications, required knowledge and education, and skills, shall reasonably relate to the position being posted.

- 9:04** The senior applicant in the Jurisdictional Group in which the vacancy arises who meets the requirements of the posting shall be appointed to the job. If no applicants in the Jurisdictional Group in which the vacancy arises are appointed, the senior applicant from other Jurisdictional Groups who meet the requirements of the posting shall be appointed to the job.
- 9:05** The Board **will** advise unsuccessful applicants in writing of the successful applicant and, upon request, provide reasons to senior unsuccessful applicants for not being selected.
- 9:06** Employees may register, once every six (6) months, with the Superintendent of Human Resources, a letter requesting consideration for a position should it become available. Such letter shall be considered as an application within the employee's Jurisdictional Group in the event that a vacancy occurs in the position.
- 9:07** Employees may apply to increase their hours of work or to supplement their existing hours of work, up to the full time hours of their Jurisdictional Group.
- 9:08** If there is a successful applicant, the applicant will be placed in the vacancy for a trial period not exceeding three (3) months and, if required, the applicant will be provided with training; such training shall include the opportunity to work with senior, qualified employees in the position. In order to provide such training, the Board may obtain casual assistance so as to maintain the efficiency of operations. There will be regular assessments during the trial period.
- 9:09** If the applicant proves satisfactory, the applicant will be confirmed in the new position. If the applicant proves unsatisfactory during the trial period, the applicant will be returned to the applicant's former position at the applicant's former salary or rate of pay as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement. **If** the applicant chooses not to remain in the new position during the trial period, the applicant will be reinstated to the applicant's former position, as will any other employee who was promoted or transferred by reason of such placement.
- If an applicant is returned to their former position, the Board will give consideration to those applicants who were **unsuccessful** applicants prior to transferring or hiring from outside. Should the Board place any such employee in the vacancy, Article **9:08** shall apply.
- 9:10** When the Board conducts interviews to determine whether an applicant has the required qualifications for a position, it shall ensure that (a) the interview shall be administered in accordance with objective standards; (b) the interview only addresses skills and subject matter which are clearly relevant to the position being sought.

9:11 During the trial period, the successful applicant shall not be permitted to apply to any other job postings.

Except in the case of a bid for a higher-paid job, or a job which results in an increase in hours, no employee who has successfully bid for a position shall be entitled to bid for another posted position for a period of six (6) months following the successful completion of the trial period, if any, except as permitted by the Board.

9:12 The trial period referred to in Article 9:08 shall not apply to lateral transfers but the successful applicant shall have the option of returning to the applicant's former position during the first three (3) months of being posted to the new position. If the successful applicant exercises this option Article 9:09 and 9:11 shall apply.

9:13 Job vacancies for vacancies in Jurisdiction Group C will be filled in accordance with the Letter of Agreement dated 1996 May 15.

ARTICLE 10 - LAY-OFFS AND RECALLS

10:01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

A staff reduction in a school or workplace shall also constitute a lay-off for the purpose of bumping rights.

10:02 The Board shall notify employees, who are laid off, one (1) month before the lay-off is to be effective. If the employee laid off has not had the full opportunity to work one (1) full month after notice of lay-off, the employee shall be paid in lieu of work for that part of the one (1) month during which work was not made available.

Employees whose positions are declared redundant as a result of a cutback or school closure shall receive a minimum of three (3) months notice of lay-off.

10:03 No new employee will be hired until those laid off have been given an opportunity of re-employment.

10:04 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.

Recognizing the principles of the above, the parties agree that an employee about to be laid off may displace (bump) any employee with less seniority in the same or lower classification, provided the employee exercising his/her right is qualified to perform the work of the employee he/she is displacing. Any employee who is displaced by a senior employee shall also have the same privilege of displacing and bumping until the most junior employee has no one to displace or bump, then that employee shall be laid off.

The first employee receiving notice of lay-off must indicate in writing, within one (1) week of receiving written notification that his/her position has been declared surplus, that he/she wishes to displace (bump) or accept the lay-off. If written notification is not received in the time periods referred to above, he/she shall be deemed to have opted to be laid off.

The first employee receiving notice, if they choose to bump, shall notify the Employer immediately after the one (1) week referred to above as to the position he/she wishes to bump into.

The employee affected by that bump shall then have two (2) working days to notify the Employer of the position they wish to bump into or accept the lay-off.

Each employee affected by the bumping procedure shall continue to have two (2) working days to make their decision until there is no one left to bump.

For the purpose of clarity, classifications referred to above shall be deemed to mean all jobs contained in the job groupings under the Job Evaluation Plan.

An employee, who bumps into another position to avoid lay-off, shall be recalled to the employee's former position if it becomes available within the following two (2) years.

10:05 The right of displacement as set out herein shall be restricted to the Jurisdictional Group in which the lay-off occurs subject to Article ~~8:08~~.

10:06 Any employee who is laid off shall have the right to be recalled into any Jurisdictional Group for which they have the skill, ability and qualifications to perform the work should an opening become available. If an opening occurs in the employee's own Jurisdictional Group, such employee shall have the right to be recalled to that employee's own Jurisdictional Group.

10:07 Laid off employees will be retained on their seniority list for a period equal to their seniority at the time of lay-off to a maximum of twenty-four (24) months. While employees retain seniority rights they will be subject to recall, provided that an employee shall have the right to refuse recall at a classification or weekly hours that are less than the employee worked at the time of lay-off, or work outside the employee's steward area, and still retain recall rights.

ARTICLE 11 - INFORMATION TO THE UNION

11:01 The Board will make available to the Union, on request, information required by the Union such as job classifications, wage rates, pension and welfare plans.

ARTICLE 12 - STEWARD REPRESENTATION

12:01 (a) The Board acknowledges the right of the Union to elect, appoint or otherwise select Union stewards for each Jurisdictional Group and a Chief Steward who shall be responsible for the bargaining unit.

The number of stewards for each Jurisdictional Group shall be as follo

Jurisdictional Group A -- five (5) stewards

Jurisdictional Group B -- five (5) stewards

Jurisdictional Group C -- five (5) stewards

There shall be at least one (1) steward from each geographic area as follows: North, Centre, Belleville and Bayside-Trenton. The fifth steward in each Jurisdictional Group shall be designated as a Head Steward.

- (b) The Board agrees to recognize and deal with the above Officers of the Union with respect to any matter which properly arises from time to time during the term of this Agreement, including the processing of grievances. The Board shall not be obligated to recognize such stewards unless notified in writing of such appointments by the Union.

12:02 The Union acknowledges that stewards and the Chief Steward must continue to perform their regular duties on behalf of the Board, and that such persons shall not leave their duties without first obtaining permission to do so from their Supervisor or other designated officer of the Board, and on completion of such duties, they shall report back to the Supervisor or designated officer and give any reasonable explanation as may be requested with respect to their absence. It is understood such permission shall not be unreasonably withheld. It is further understood that the Board will pay such stewards and the Chief Steward at their basic rate of pay for regularly scheduled time lost while attending meetings on premises with the Board to process grievances.

12:03 The Union shall have the right at any time to have the assistance of a National Representative when dealing with the Board, and the Board similarly shall have the right to be represented by counsel.

ARTICLE 13 - GRIEVANCE PROCEDURE

13:01 A grievance shall be defined as a violation, or alleged violation, or question or interpretation, of this Collective Agreement.

13:02 An employee having a grievance as defined above shall discuss the matter with the employee's immediate Supervisor within fifteen (15) working days of the time the employee was made aware of any alleged infraction or omission.

13:03 If the employee and the employee's immediate Supervisor are unable to settle the grievance, such employee will, within four (4) working days, submit such grievance in writing, sign it, and with the employee's steward will refer the matter to the Human Resources Officer - Non-Teaching Staff or a designate, in an effort to settle the dispute. After due consideration, the Human Resources Officer - Non-Teaching Staff shall, within four (4) working days, give a written reply.

13:04 If the reply of the Human Resources Officer - Non-Teaching Staff is not satisfactory to the employee, a grievance arising out of Jurisdictional Groups A, B or C may be referred to the Superintendent of Human Resources within five

(5) working days of receiving the reply from the Human Resources Officer - Non Teaching Staff.

13:05 Within five (5) working days after the grievance has been referred, the Superintendent of Human Resources or a designate, will meet with the Grievance Committee of the Union. The Grievance Committee shall be composed of the Chief Steward together with the steward for the area in which the grievor works. A National Representative and the grievor will be present at this meeting if their presence is requested by either party. The Superintendent of Human Resources or a designate will give a written reply to the grievance within five (5) working days after these discussions have been concluded.

13:06 (a) If the reply of the Superintendent of Human Resources is not satisfactory to the employee concerned, the Union, or the Board, may, within fifteen (15) working days, refer the grievance to a sole Arbitrator.

(b) The sole Arbitrator shall be selected from a panel of five (5) Arbitrators, to be agreed to by the parties, as follows:

(1) the panel of Arbitrators shall be listed in alphabetical order;

(2) the Arbitrator's name next appearing after the last Arbitrator to render a decision will be contacted to hear the matter;

(3) the Arbitrator contacted must be able to convene a hearing within thirty (30) working days of the date the Arbitrator is contacted (or as may be agreed by the parties) and;

(4) if the Arbitrator so contacted is unable to convene the hearing within thirty (30) working days, or as may be agreed upon by the parties, then the remaining Arbitrators will be called in alphabetical order until one is found who can convene the hearing within thirty (30) working days (or as agreed by the parties) of being contacted;

(5) the sole panel of Arbitrators shall be:

Mr. Kevin Burkett
Professor Ronald Delisle
Professor Gordon Simmons
Mr. I.G. Thorne
Professor John Willis

(c) After the grievance procedure as set out herein has been exhausted, and before an Arbitrator is contacted under this Article, either party may apply to the Office of Arbitration, Ministry of Labour, for the appointment of a Grievance Mediator to assist the parties in resolving their differences. In the event that a Grievance Mediator is requested, a referral to arbitration shall be delayed until after the Grievance Mediator has convened a meeting of the parties.

13:07 The Arbitrator shall not have any right to alter, amend or modify any terms of this Agreement, nor to make any decision inconsistent with the provisions

thereof.

13:08 The Employer and the Union will each be responsible to pay one-half ($\frac{1}{2}$) of the fees and expenses of the sole Arbitrator.

13:09 In computing the time allowances set out in the grievance procedure, weekends and holidays will not be taken into consideration. Further, any of the said time allowances may be extended by mutual agreement and also by mutual agreement, any steps of the grievance procedure may be by-passed.

13:10 Grievances which are not processed according to the foregoing procedures and the time limits set forth shall be deemed to have been dropped by the party instituting the grievance.

13:11 A grievance arising directly between the Employer and the Union, concerning the interpretation, application or alleged violation of this Agreement, shall be originated at Article 13:03. It is expressly understood that the provisions of this Article may not be used by the Union to institute any individual grievance directly affecting an employee which such employee could institute thereby by-passing the 'regular grievance procedure.

Any grievance by the Union as provided for in this paragraph shall be commenced within five (5) working days of the circumstances giving rise to the grievance. The grievance must be signed by the President of the Union or designate.

ARTICLE 14 - LINARY AC

14:01 An employee who has completed the probationary period may only be disciplined for just cause, and shall be dealt with as follows:

- (a) such employee shall be given the reason for disciplinary action in the presence of a steward;
- (b) such employee and the Union shall be advised promptly, in writing, by the Board of the reason for such disciplinary action;
- (c) such employee may file a grievance with respect to such disciplinary action within three (3) working days of action being taken, which grievance shall commence at Step 2 of the grievance procedure provided in Article 13;
- (d) such grievance may be settled by confirming the Board's action, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the Board and the Union or, if necessary, the sole Arbitrator.

14:02 An employee's disciplinary record shall be purged if the employee maintains a discipline free record for a period of eighteen (18) months.

ARTICLE 15 - HOURS OF WORK

15:01 The Board does not guarantee to provide work for the normal daily or weekly hours.

15:02A **Jurisdictional Group A** _____

- (1) The normal work week for employees in Jurisdictional Group A will be a maximum of forty (40) hours scheduled Monday to Friday; and the normal work day for employees will be a maximum of eight (8) hours.
- (2)
 - (i) For the term of this Collective Agreement and provided that School Board properties and programmes are covered as required, during the summer months commencing immediately following the last working day in June, up to and including the last working day of the second last week preceding Labour Day.
 - (ii) The normal work day for employees will be nine (9) hours per day Monday to Thursday or Tuesday to Friday exclusive of a one-half ($\frac{1}{2}$) hour unpaid lunch period (without a reduction in weekly pay).
 - (iii) During a week in which a statutory holiday falls, the normal hours of work shall be seven and one-half ($7\frac{1}{2}$) hours per day exclusive of a one (1) hour unpaid lunch period (without a reduction in weekly pay).
 - (iv) Summer hours for part time employees will be pro-rated in the proportion that their hours of work bear to full time hours of work.
 - (v) Recognizing the need to maintain coverage for certain School Board properties and programmes, employees may be assigned to work outside their normal work areas to facilitate the scheduling of summer hours. Actual days of work shall be mutually agreed between the employees and their Supervisor, but the Employer retains the right to designate either Monday or Friday as the day off in exceptional circumstances.
 - (vi) Immediately after the finalization of the summer vacation schedule, the Employer will meet with two (2) representatives of the Union to establish a summer work schedule which will provide all employees, if possible, with summer hours, it being the intent of the Employer and the Union to not deny any employee summer hours unless it is not possible to do so.
- (3)
 - (i) Where employees are required to check on boiler or heating equipment on Saturdays, Sundays or paid holidays, or to carry out security checks, such employees shall be paid in addition to normal salary, a total of Twenty Dollars (\$20.00) for each day of checking and such to constitute full payment. Provided the equipment is properly serviced, the actual time required shall be at the discretion of the employee.

- (ii) When more than one (1) employee carries out such duties at ont school, the above amount shall be divided in proportion to t₁ number of days that checks are required. If as the result of a security or boiler heating 'check, the employee discovers an emergency condition and time exceeds one (1) hour, the employee shall be paid at the overtime rate for all authorized time worked with one- quarter ($\frac{1}{4}$) hour to be the minimum part hour credit paid.
- (4) Except in situations comparable to those now existing where split shifts are required, no employee shall be required to work a shift which encompasses more than a nine (9) consecutive hour span in any twenty-four (24) hour period.
- (5) The Board will post notices setting out the shifts to be worked. Employees will be notified at least forty-eight (48) hours in advance of any general change in their work schedule of days or hours to be worked. This provision does not apply to relief custodians.
- (6) Where it is possible to give preference in the allocation of shifts, seniority shall determine shift preference subject .only to ability to perform the work.
- (7) Afternoon shifts shall normally be scheduled to begin no earlier than twelve noon and to end no later than 12:00 midnight.

Night shifts shall normally be scheduled to begin no earlier than 11:00 pm and to end no later than 8:00 am.

Such afternoon and night shifts shall comprise an eight (8) consecutive hour period which shall include a one-half ($\frac{1}{2}$) hour paid lunch period and the employee shall remain on the premises.

Effective September 1, 1992, employees working the afternoon or night shift will be paid a shift premium of ten cents (10¢) per hour. (Effective September 1, 1993 - twenty cents (20¢) per hour).

- (8) An employee reporting for normally scheduled work, and who has not previously been notified to report, shall be given a minimum of four (4) hours work or four (4) hours pay.

15:02B

Jurisdictional Group B (Office, Clerical and Technical)

- (a) The normal work week .for full time employees in Jurisdictional Group B will be a maximum of thirty-five (35) hours per week scheduled Monday to Friday; and the normal work day for employees will be a maximum of seven (7) hours.
- (b) The regular work schedule for all full time employees will be:
 - (1) Between the hours of 8:30 am and 4:30 pm or 8:00 am to 4:00 pm

with one (1) hour lunch (unpaid) unless otherwise approved by the Supervisor or;

- (c) During the summer months, commencing immediately following the last working day of June, up to and including the last working day of the second last week preceding Labour Day, the hours of work shall be:
 - (i) Between the hours of 8:30 am to 4:00 pm, with one (1) hour for lunch (unpaid), unless otherwise approved by the Supervisor, (without a reduction in pay) or;
 - (ii) Between the hours of 8:00 am and 4:30 pm, with one-half (½) hour for lunch (unpaid), and either Monday or Friday as a day off (without a reduction in weekly pay). Each employee shall exercise the option of choosing either (i) or (ii) subject to the approval of the Supervisor and further provided that option (ii) cannot be exercised during a week in which a paid holiday falls.
- (2) All office and clerical employees employed in or on behalf of Elementary Schools are ten (10) month employees.
- (3) Summer allotment hours in Elementary Schools shall first be offered to a laid off employee who regularly performs the work in that school, then to laid off employees who have indicated their availability in writing to the Superintendent of Human Resources to perform such work during the summer months. Should no employee agree to work the summer allotment hours, a temporary employee may be hired for that purpose.

Elementary School Secretaries shall commence work one (1) week before school opening.

15:02C Jurisdictional Group C (Educational Assistants)

- (1) (a) The normal work week for employees in Jurisdictional Group C will be a maximum of seven (7) hours per day and a maximum of thirty-five (35) hours per week.
- (b) Employees' hours of work will be scheduled between the hours of 8:30 am and 4:30 pm or 8:00 am and 4:00 pm with a one (1) hour lunch (unpaid) unless otherwise approved by the Supervisor.
- (c) Notwithstanding Article 15:02C (1)(b) above, Educational Assistants who are required to remain on site in order to respond to emergencies shall have included their normal hours of work, a paid thirty (30) minute paid lunch period.
- (2) All employees in Jurisdictional Group C are ten (10) month employees.

All Jurisdictional Groups

- 15:03** No full time employee will engage in other remunerative work which conflicts with the employee's availability or general efficiency for work.
- 15:04** Employees will receive one (1) fifteen (15) minute rest period with pay in each half shift. The rest period shall be taken approximately midway through each half shift.
- 15:05** An employee in Jurisdictional Groups B and C reporting for normally scheduled work, and who has not previously been notified not to report, shall be given a minimum of three and one half (3.5) hours work or three and one half (3.5) hours pay or their normal number of hours worked or pay if less than three and one half (3.5) hours.
- 15:06** In lieu of receiving a cash premium payment for overtime worked, an employee may elect to take compensating time off, calculated on the basis of the overtime rate for each hour overtime worked. However, no employee may accumulate more than the employee's normal hours of work per week compensating time off, and it shall be scheduled at a time mutually agreed by the Board and the employee.

ARTICLE 16 - OVERTIME AND CALL IN PAY

- 16:01** (a) Except in emergencies, overtime following on from a normal shift shall be performed by the employee doing the work during the shift.
- (b) Overtime requiring a second shift shall be performed by employees who normally perform the type of work involved within the same school.
- Within the confines of the above, overtime shall be distributed as equitably as possible.
- 16:02** Time and one-half (1½) an employee's regular straight time rate of pay shall be paid for all authorized work performed in excess of the full time daily hours of work for the employee's Jurisdictional Group; and time and one-half (1½) the employee's straight time rate of pay shall be paid for all authorized work performed in excess of the full time weekly hours of work of the employee's Jurisdictional Group provided there shall be no duplication of payment in calculation in the application of this clause.
- 16:03** An employee who is called back to work in order to meet emergency conditions after having completed the employee's normal hours of work will receive the greater of the following:
- (a) three (3) hours pay at overtime rates;
- (b) the overtime rate for all authorized time worked as the result of the call with one-quarter (¼) hour to be the minimum part hour credit paid;
- (c) first opportunity for call-in shall be Lead Hands in Elementary Schools and

Maintenance employees in Secondary Schools;

- 16:04 An employee who is called ~~in~~ to work prior to the employee's normal shift of work will receive overtime for work performed up to the start of the employee's regular shift.
- 16:05 Time and one-half (1½) the employee's straight time rate of pay shall be paid for all authorized or scheduled work performed on a Saturday.
- 16:06 Double the employee's straight time rate of pay shall be paid for all authorized work ~~or~~ scheduled work performed on a Sunday.
- 16:07 It is understood that premium payments for work performed on a Saturday or a Sunday have no application for employees performing work pursuant to Article 15:02A(3)(i) and 15:02A(3)(ii).
- 16:08 Any employee required to work on a day observed by the Board as a paid holiday shall be paid at the rate of double (2x) the employee's regular straight time rate of pay in addition to regular holiday pay.
- 16:09 No employee shall be required to take time off during regular working hours to compensate for overtime worked.

ARTICLE 17 - PAID HOLIDAYS

- 17:01 The recognized paid holidays are as **follows**:

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

- 17:02 In addition, all employees shall receive three (3) further paid holidays to be taken during the Christmas break. Any paid holiday proclaimed by the Federal or Provincial Governments or the Board will be passed on to bargaining unit employees. The holidays during the Christmas vacation period will be scheduled as per Appendix "B".
- 17:03 In order to qualify for paid holidays under this Article, an employee must have completed three (3) months service, the holiday must continue to be a legal school holiday, and employees must work their last scheduled day immediately preceding and their first scheduled day immediately following the paid holiday or has been absent due to vacation or legitimate illness.

periods or at a time mutually agreed to by the employee and the Principal/Supervisor providing there is no cost to the Board.

- 18:04 Vacation entitlement will be based on the number of calendar years of service from last date of hire.
- 18:05 In cases of conflict, priority will be given to the most senior employee when determining the vacation schedule.
- 18:06 Unless otherwise entitled, vacation with pay for employees who do not work for more than seventy five percent (75%) of their normal yearly hours will be two (2%) percent of wages paid during the vacation year for each week of vacation entitlement. Annual vacation pay = 2% x weeks of entitlement x wages paid during the vacation year.
- 18:07 If a paid holiday occurs during an employee's vacation, a day in lieu of the paid holiday will be given at a time mutually agreed to by the employee and the employee's Supervisor.
- 18:08 Employees who are hospitalized prior to the commencement of their vacation, shall have the option of deferring their vacation to another time. Employees who are hospitalized during vacation shall have the option of deferring the time hospitalized during vacation.
- 18:09 Vacation taken by an employee during July and August is assumed to be vacation earned up to and including December 31st of that year.
- 18:10 The calculation of vacation pay shall be at the rate effective immediately prior to the vacation period for a normal work week or work weeks whichever is applicable.
- 18:11 The following provisions of Article 18 are only applicable to Jurisdictional Group A:

Maintenance Employees with County-Wide Responsibilities

- (a) Employees who are entitled to two (2) weeks or more of vacation will be entitled to take two (2) consecutive weeks, during the period of July 1st to August 31st on a seniority basis within their Department. Employees must submit their request for preference on vacation dates during July or August by May 1st in order that the Board may finalize the vacation schedule for the prime time vacation. Seniority shall not apply when an employee fails to make the selection by May 1st. Any remaining vacation entitlement may be taken other than July or August after all employees within the Department have exercised their entitlement for their first two (2) weeks on the basis of seniority within their Department. Employees must submit their request for remaining vacation entitlement fifteen (15) working days in advance of the date that vacation is to commence. An extension of the two (2) week vacation period during July or August may be granted by permission of the Trade Supervisor.

- (b) Employees who request to change their vacation dates for any reason must do so in writing to their Trade Supervisor.

18:12 Custodian and Maintenance Employees in Schools and Couriers

Custodian and Maintenance employees employed in schools and Couriers should take their vacation entitlement during school vacation periods. Notwithstanding this requirement, Custodians and Maintenance employees employed in Schools and Couriers may take two (2) weeks of their vacation entitlement in each vacation year at times other than School vacation periods provided that the building can be maintained and staffed. Employees must submit their requests for preference of vacation dates during July and August by May 1st in order that the Board may finalize vacation schedules for the prime time period. Seniority shall not apply when an employee fails to make their selection by May 1st. Other vacation requests must be submitted not less than fifteen (15) working days in advance of the date that the vacation request is to commence.

18:13 Bus Drivers shall take vacation during the school vacation periods.

ARTICLE 19 - LEAVE OF ABSENCE

- 19:01**
- (a) No leave of absence during school breaks (Jurisdictional Group A only).
 - (b) Two (2) weeks unpaid leave may be granted outside holiday times for trips, personal business if notice is given at least fifteen (15) working days in advance, unless there is a medical emergency;
 - (c) Up to six (6) months unpaid leave for personal reasons if notice is given at least fifteen (15) working days in advance. The position may be temporarily filled. Notification of at least fifteen (15) working days must be given in advance of return from such leave.
 - (d) A permanent employee may, at the discretion of the Board receive a personal leave of absence of up to one (1) year by applying in writing to the Human Resources Officer - Non-Teaching Staff. When a personal leave of absence is approved, the Board will forward a letter to the employee, with a copy to the Union, indicating the period for which the leave was granted and the date upon which the employee is required to confirm arrangements for returning to work.

19:02 Where permission of the appropriate Superintendent or a designate has been granted to an affected steward, the Chief Steward and affected employee(s) to leave their employment temporarily to carry on negotiations with the Board representatives with respect to a grievance, they shall suffer no loss of pay for time so spent. Such leave shall not be unreasonably withheld.

19:03 An employee who is selected by the Union to attend official Union Conventions, seminars and the like shall be granted leave of absence without pay. It is understood that such time off shall not exceed twenty (20) working days each year for each employee, and no more than five (5) employees from each

Jurisdictional Group shall be granted such leave.

19:04 For the purposes of collective bargaining, the Board agrees to recognize a Negotiating Committee of employees in the bargaining unit which will be comprised of no more than two representatives from each Jurisdictional Group and the President of **Local 1022**.

Employees will be paid based on their normal hourly rate for regular working hours spent in negotiating a renewal of this Collective Agreement up to and including the first day of conciliation.

19:05 **Pregnancy/Parental Leave Pay**

- (a) Subject to provisions of Article 19:05, employees shall be entitled to pregnancy and parental leave in accordance with the provisions of the **Employment Standards Act**. For the convenience of employees, the relevant provisions of the **Employment Standards Act** are included with a copy of this Agreement.
- (b) Notwithstanding the provisions of the **Employment Standards Act**, employees may split pregnancy and parental leave as permitted by the **Unemployment Insurance Act** and regulations made pursuant thereto without losing the benefits of the **Employment Standards Act**.
- (c) Employees taking pregnancy leave in order to become adoptive parents, may commence such parental leave on the day that the adoptive child is placed with the employee.

19:06 **Code Definitions**

Code 1 - Absence with pay due to illness with deductions from sick leave credit account.

Code 2 - Absence with pay: Items not chargeable to sick leave credit account.

Code 3 - Absence with pay: Items chargeable to sick leave credit account.

Code 4 - Absence without pay: Items not chargeable to sick leave credit account.

19:07 **Special Leave (Code 2)**

Employees shall be granted special leave with pay for the following:

- (a) If an employee is required to serve as a Juror, or is subpoenaed to attend as a witness in any proceedings to which the employee is not one of the persons charged, the employee shall not lose regular pay because of such attendance provided the employee pays to the Board all monies received excluding mileage, travelling or other expenses;
- (b) Employees shall be granted bereavement leave up to a maximum of three

(3) days in the event of the death of a parent, spouse, sibling, child, grandparent, parent-in-law, sibling-in-law, child-in-law, or grandchild. In special circumstances an extension may be granted by the Director of Education;

- (c) Up to one (1) day bereavement leave may be granted in order to attend funerals of persons other than an employee's immediate family;
- (d) To attend at **post-secondary** or university examinations;
- (e) For the purpose of attending the employee's own graduation;
- (f) In special circumstances for reasons approved by the Director.

19:08 **Special Leave (Code 3)**

Employees shall be granted special leave with pay for the following:

- (a) For a dental and/or medical examination up to one (1) day per year providing the appointment falls within the employee's scheduled hours of work, subject to the approval of the Principal or Supervisor;
- (b) Special circumstances for reasons approved by **the** Director.

19:09 **Special Leave Without Pay (Code 4)**

Employees shall be granted a special leave without pay (up to a maximum of five (5) days per year) for the following:

- (a) Attendance at the graduation of a child or spouse;
- (b) One (1) day in any year in order to move to a new place of residence (the day being the actual day of the move);
- (c) Attendance at the wedding of an employee's parent, sibling or child;
- (d) Personal business;

19:10 **Sick Leave Plan (Code 1)**

- (1) (i) A sick leave credit plan is hereby established as of September 1, ~~1969~~ for employees in the bargaining unit except Adult Supervisors for whom such plan is established as of January 1, 1991.
- (ii) (a) Subject to the final authority of the Board, the administration of the plan shall be vested in the Director of Education.
- (b) The Director of Education shall have power to do and perform all things necessary for the conduct of the sick leave credit system, including the power, subject to appeal to an Ad Hoc

Committee of the Board, to allow or disallow any sick leave credit or deduction therefrom under this system.

- (c) In all cases of dispute with respect to credits or deductions therefrom under this system, which cannot be settled by the Personnel Committee, the decision of the Board shall be final.
- (2) (a) Commencing as of the start dates set out in Article 19:01 (1)(i), each employee shall accumulate two sick leave credits for each month of service.
- (b) One hundred (100%) per cent of the unused portion of an employee's sick leave days earned in a calendar year shall be transferred to the employee's accumulated sick leave credit at the end of each calendar year to a maximum of 240 days.
- (c) After the sick leave days in the current month have been used, an eligible employee shall utilize their accumulated sick leave credits for the duration of the illness or the extent of sick leave credits, which ever is the lesser.
- (d) The sick leave credit paid to an employee who is unable to work because of illness or injury shall be the regular wage they would have been paid had the employee been scheduled and actually worked to the extent of accumulated sick leave credits.
- (e) In the event that the Board receives compensation from the Workers' Compensation Board or an insurance policy for which the Board has paid a premium for wages paid to an employee under this Plan, the charge on the employee's sick leave credits will be determined as follows:

Number of days absent multiplied by the amount by which the employee's daily wage exceeds the daily reimbursement received through insurance or compensation and divided by the employee's daily wage at the time of commencement of leave:

(3) **Policy on Sickness Benefits**

The Board agrees that under no circumstances shall an employee of the Board receive less in sickness benefits from the Board than they would under the present Unemployment insurance Act and Regulations in accordance with the following:

An eligible employee shall receive their regular salary for up to fifteen (15) weeks; this benefit will be inclusive of any sick day credits.

Example: If an employee has twenty (20) days sick leave accumulated and is absent for a period of sixteen (16) weeks, that employee would receive the following benefits:

From the first (1st) to the fourth (4th) week they will receive their

regular salary to the exhaustion of their Cumulative Sick Leave,

From the fifth (5th) until the fifteenth (15th) week they will receive their regular salary;

From the sixteenth (16th) week they will not receive any benefits.

The full fifteen (15) week benefit period will be available after three (3) months return to regular work for a recurring disability and after one (1) month return to regular work for a new disability.

Pregnancy is not considered a disability.

(4) Certification of Absence

- (a) Absence through illness of the employee for a period of five (5) consecutive working days or less may be certified by the employee's Supervisor or by the official of the Board in charge of the appropriate department.

Absence for illness over five (5) consecutive working days must be certified by a licensed medical practitioner, or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery.

- (b) Where an employee is absent through illness for more than twenty (20) consecutive working days, the Director may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the employee shall be entitled to payment under the Plan.

The Director may at any time require that a certificate be submitted by such medical practitioner or licentiate of dental surgery appointed by the Board.

- (5) In the event that an employee is quarantined as a result of exposure to communicable disease, and is prevented from attending their duties, an employee shall not suffer any loss of pay nor shall the employee's sick leave credits be affected.

- (6) (a) The Board shall maintain a record of employees' accumulated sick leave credits and in January of each year forward to each employee a statement of sick leave credits accumulated as of the previous December 31st.

- (b) Calculations resulting in fractions of less than one-half ($\frac{1}{2}$) day throughout this plan shall be adjusted to the nearest half day.

- (c) An employee shall be permitted to transfer accumulated sick leave credits from a sick leave plan established by another Board of Education or Municipality to the Board's sick leave plan provided:

- (i) the amount to be transferred is limited to the maximum number of sick leave credits which can be accumulated under this Plan.
 - (ii) no transfer of credits will be made other than from the last Employer's statement.
 - (iii) transfer of sick leave credits, under this section, may be made only where the transfer of employment is made without intervening employment that interrupts the continuity of employment under which sick leave credits are accumulated.
- (7) In the case of a death of an employee in service, the employee's salary shall continue to be paid for a period equal the employee's accumulated sick leave credits (up to a maximum of six (6) months salary) and shall be paid to the employee's estate.

ARTICLE 20 - RETIREMENT GRATUITY

- (1) An employee who has not less than five (5) years continuous full time service with the Board and
- (i) who ceases to be employed for reasons of ill health acceptable to the Board, or;
 - (ii) retires and is entitled to a pension under the Ontario Municipal Employees' Retirement System,

shall be eligible to receive a retirement gratuity based upon the following formula,

$$RG = \frac{1}{2} \text{ of } \frac{CSL}{240} \times S \times \frac{N}{20}$$

WHERE: RG is the amount of retirement gratuity:

CSL is the number of cumulative sick leave days accumulated with this Board to a maximum of 240 days;

S is the employee's salary at the time of retirement;

N is the number of years of full time service with this Board to a maximum of twenty (20) years.

Subject to Section 158 (1), the Education Act, limiting the amount of gratuity to a maximum of one-half (½) years earnings at the rate received by the employee immediately prior to termination of employment.

- (2) The Retirement gratuity shall be paid after retirement according to a mutual arrangement between the Board and the employee but payment shall not be deferred for a period longer than twelve (12) months.

- (3) In the event of the death of an employee after the termination of the employee's employment in the service of this Board any allowance or ~~benefit~~ for which the employee is eligible under the retirement gratuity plan and which remains unpaid shall be paid to the employee's estate.
- (4) Where a full time employee is retired compulsorily from the Board's service on the last school day in that school year in which the employee attains the age of 65 years and where because of this the employee would not be able to complete the required minimum of five (5) consecutive years of full time service with the Board, the Director of Education may authorize the granting of a retirement gratuity in accordance with the other conditions contained in this plan.
- (5) Where an employee has completed twenty (20) years full time service this Board and its predecessors, such employee shall be entitled upon retirement in accordance with 19:10 (1) to a gratuity in accordance with that section where cumulated sick leave will be calculated at 240, notwithstanding the number of cumulative sick leave days standing to the employee's credit at the time of retirement, providing that the last five years service immediately prior to retirement shall have been consecutive full time years of service with the Board.

ARTICLE 21 - BENEFITS

21:01 Ontario Municipal Employees Retirement System

Every full time employee shall, as a condition of employment, become a member of the Ontario Municipal Employees Retirement System. Full time employees who transfer to part time status shall remain members of the Ontario Municipal Employees Retirement System. Full time service for Adult Supervisors in Jurisdictional Group C shall be calculated from January 1st, 1991.

21:02 Extended Health Care

The Board shall pay seventy-five (75%) per cent of the premium cost necessary to enrol full time employees in the Extended Health Care Plan and all full time employees hereby consent to having the remaining twenty-five (25%) per cent of the cost of such premiums deducted from their pay cheques.

21:03 Vision Care

The Board shall pay one hundred (100%) per cent of the premium cost necessary to enrol all employees in the Vision Care Rider of the Extended Health Care Plan.

21:04 Dental Plan

The Board shall pay fifty (50%) per cent of the premium cost necessary to enrol all full time employees for a Dental Plan equivalent to Blue Cross #9 at current O.D.A. rates less one (1) year and all full time employees entitled to this benefit hereby consent to having the remaining fifty (50%) per cent of the cost of such premiums deducted from their pay.

21:05 Life Insurance

The Board will pay one hundred (100%) per cent of the premiums necessary to enrol full time employees for a Life Insurance Plan in the amount of **Forty** Thousand Dollars (\$40,000.00) for each employee. Supplementary insurance of One Hundred Thousand Dollars (\$100,000.00) may be requested and paid for by the employee, if approved. Employees who are entitled to this benefit, who retire early, and who so wish, shall be allowed to maintain fifty (50%) per cent of the basic life insurance provided the employee pays one hundred (100%) per cent of the premium.

21:06 Long Term Disability

- (a) The Board shall pay seventy-five (75%) per cent of the premiums for a Long Term Disability Plan for all full time employees in Jurisdictional Group A, and all full time employees in Jurisdictional Group A consent to having the remaining twenty-five (25%) per cent of the cost of such premiums deducted from their pay as and when premiums become due.
- (b) The Board shall pay fifty (50%) per cent of the premiums of a Long Term Disability Plan for all full time employees in Jurisdictional Group B and C, and all such full time employees consent to having the remaining fifty (50%) per cent of the cost of such premiums deducted from their pay as and when premiums become due.

21:07 Part time employees will receive the same benefits available to full time employees in their Jurisdictional Group, provided that part time employees are eligible for coverage under the terms of the Policies of Insurance of the Plan providing the benefit. Premiums payable by the Board on behalf of part time employees shall be pro-rated as follows:

The premiums shall be limited to a percentage of contributions payable on behalf of full time employees equal to the percentage of full time hours in the part time employee's Jurisdictional Group in which the part time employee works.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

- 22:01** Schedule "A" attached hereto establishes the Schedule of Salaries for each Jurisdictional Group.
- 22:02** Salary adjustments for employees in Jurisdictional Group B and C **shall** be reviewed on an employee's anniversary date (date of permanent hire).
- 22:03** Salary increments for Jurisdictional Group B and C will normally occur on an employee's anniversary date of employment unless the employee has not met performance standards and has been counselled that failure to **meet** such standards **will** result in the withholding of the annual increment.
- 22:04** Employees will normally be paid every two **(2)** weeks. It is understood that pay irregularities and overtime payments will normally be adjusted in a pay subsequent to the period in which they occurred. On each pay day, an employee shall be provided with an itemized statement of the employee's wages and deductions.
- 22:05**
- (a)** An employee, in Jurisdictional Groups B and C, changing to a higher category will maintain the same level on the salary schedule.
 - (b)** An employee, in Jurisdictional Groups B and C, changing to a lower category will maintain the same level on the salary schedule bearing in mind that the same level may not exist in the lower category.
- 22:06**
- (1)** An employee in Jurisdictional Group "A" required to work in a higher paying position shall receive the higher rate of pay for all hours worked in that position. An employee requested to work in a lesser paying position will not have their pay reduced. Where a Lead Hand is absent for one half **(1/2)** day or more, a replacement will be appointed and paid for all hours worked. Where the Lead Hand is absent and a replacement has been appointed, the appointed employee **will** be paid for all hours worked as a Lead Hand.
 - (2)** A temporary transfer is a transfer to another position for a specified period of time to exceed three **(3)** days. An employee in Jurisdictional Group B or C who is temporarily transferred to another position in which the rate of pay is different from that in effect in the employee's regular position, shall be paid while so employed as follows:
 - (a)** If the rate of pay in the position to which the employee transferred is less than the employee's regular pay, the employee **will** receive the employee's own regular rate of pay;
 - (b)** **I**f the rate of pay in the position to which the employee is transferred is higher than the employee's regular pay, the employee will receive the higher rate of pay of the position to which the employee is temporarily transferred;

- (c) Employees, who for the purpose of experience in a new role, wish to participate in an exchange, may make a request in writing to the Human Resources Officer - Non-Teaching Staff. The request must outline the length of the exchange requested and the position desired. A letter of support for the request from the employee's Supervisor or Principal must be attached. An exchange must have mutual consent of all parties involved.

22:07 Employees, upon giving notice of at least one (1) full pay period prior to vacation, shall receive on the last pay period preceding commencement of their vacation, any cheque which may fall due during the period of the employee's vacation.

22:08 The Board shall pay the full cost of any approved course of instruction required by the Board for an employee to become better qualified to perform the job. Payment shall be made upon successful completion of the course for each year of a course of more than one (1) year.

ARTICLE 23 - JOB CLASSIFICATION AND RE-CLASSIFICATION

23:01 Where The Board establishes a new permanent position, or where The Board substantially changes the duties of an existing job, The Board shall establish a rate of pay consistent with job rates established under this Collective Agreement, and shall notify the Union forthwith. If the Union does not agree to the rate of pay established, the rate may be the subject of a grievance filed by the Union, and may be carried to Arbitration if necessary. The final rate established shall be effective from the time the job was originally changed or introduced.

23:02 In the event a temporary position extends beyond a two (2) month period, or such other longer period mutually agreed between the parties, the position shall be considered permanent and, the rate established as in Article 22.01 and posted in accordance with Article 10.

ARTICLE 24 - CONTRACTING OUT

24:01 (1) (a) The Board agrees that no employee in the bargaining unit shall be laid off or have their regular hours of work reduced due to bargaining unit work being performed by persons whose regular job is not in the bargaining unit.

- (b) The Board agrees that no employee shall be laid off or have their regular hours of work reduced due to contracting out of work presently performed by employees in the bargaining unit.

The parties agree that the Board is permitted to continue the existing practice with respect to employees hired by The Board through the auspices of outside funding.

ARTICLE 25 - GENERAL VDOT

- 25:01** The Board shall provide space where the Union shall have the right to post information. Any **postings**, other than **postings** relating to normal Union business, shall be sent to the Superintendent of Human Resources prior to posting.
- 25:02** An employee unable to report for scheduled duty shall notify their immediate Supervisor of the fact at least one (1) hour before the commencement of their shift except in extenuating circumstances. An employee who is absent shall notify the Supervisor of the employee's intention to return to work, at least by 4:00 pm of the day prior to their return to work. Employees on the night shift shall provide notification before **12:00** noon prior to their shift.
- 25:03** Employees shall be paid the Board approved rate per kilometre for all authorized use of their private vehicles(s) on Board business. The current Board approved rate may be upgraded from time to time according to Board policy.
- Where an employee is regularly required to carry tools and equipment in the employee's private vehicle, the rate shall be the basic rate in effect **plus** one cent (1¢) per kilometre.
- Where an employee is authorized to use the employee's truck on Board business, the rate shall be the basic rate in effect **plus** seven cents (7¢) per kilometre.
- 25:04** As covered by Letter of Understanding attached.
- 25:05** The Board shall implement a plan allowing payroll deductions for Canada Savings Bonds.
- 25:06** A pregnant employee working on a video display terminal shall, at the request of her medical practitioner in writing, and at her request in writing, be re-assigned to a position for which she has the ability and qualifications within the bargaining unit during the term of her pregnancy, provided such position exists. If no such position exists, the pregnant employee shall have the option of remaining at her position or taking an unpaid leave of absence.
- 25:07** Technological change shall be defined as the introduction of equipment or material that is significantly different in nature or kind than that previously utilized by the Board. Employees who are, or may be displaced by technological change, will be given a minimum notice of three months prior to such change so that they can undertake training so as to minimize any adverse affects of such change. The Board will afford displaced employees with a **reasonable** opportunity to undergo training to provide them with a satisfactory level of competence with the new equipment or material so as to retain their position. Employees who are displaced from their position as a result of technological change shall be given an opportunity to fill any vacancy for which they have the seniority and the ability to perform. If there is **no** vacancy, employees shall have the right to displace employees with less seniority, provided the employee is able to perform the job.

- 25:08** In June of each year, employees in Jurisdictional Group C will be advised if they require a vehicle for their position commencing the following September. All job postings will indicate whether or not they require a vehicle for the purposes of the program associated with the position.
- 25:09** The Board shall provide smocks for all T.R. Educational Assistants and employees in the Print Shop.
- 25:10** The Board will purchase and require each Computer Repair Technologist to wear a uniform. Seventy-five (75%) per cent of the cost of the uniform, excluding boots and protective gear, will be covered by the Board and the purchase to be arranged and timed by the Superintendent of Business. Uniforms for Computer Repair Technologists shall be construed to be:
- two (2) trousers
 - three (3) shirts
 - two (2) ties (optional)
 - one (1) Board sweater every two (2) years [optional]
- 25:11** The Board shall pay up to Sixty-Five Dollars (\$65.00) (1993 - Seventy-Five Dollars (\$75.00) 1994 Eighty Dollars (\$80.00)) in each calendar year towards the cost of safety footwear upon presentation of a receipt for those employees who are required by the Board for health and safety reasons, to wear such safety footwear.
- 25:12** Employees covered by this Agreement shall be entitled to a day for staff development for non-teaching staff once every school year. The activities during this day shall be determined by a committee composed of two (2) representatives of the Union and two (2) representatives of the Board.
- 25:13** The Board will purchase and require each permanent full time and part time Custodial and Maintenance employee to wear a uniform. Seventy-five (75%) per cent of the cost of the uniform, excluding boots and protective gear, will be covered by the Board, and the purchase to be arranged and timed by the Superintendent of Business.

Uniforms for other, than painters shall be construed to be:

- two (2) trousers
- three (3) shirts
- two (2) ties [optional]
- and one (1) Board sweater every two (2) years [optional year only]

Uniforms for painters shall be construed to be:


- three (3) t-shirts (white)
- three (3) shirts (white)
- six (6) pair of trousers (white) in a one (1) year period
- two (2) pair of coveralls (white) in a three (3) year period
- one (1) Board sweater every two (2) years [optional year only]

Employees shall be required to wear a full uniform while performing their regular

duties for the Board. Wearing ~~such~~ a uniform for any purpose other than Board's business shall not normally be permitted.

- 25:14** Employees assigned to Maintenance and Lead Hand classifications may be required to wear pagers while on duty.
- 25:15** The Board shall print sufficient copies of this Agreement in booklet form as soon as reasonably possible after execution of this Agreement by all parties. The cost of such printing shall be shared equally between the Union and the Board.
- 25:16** Employees shall not be required to supply tools or equipment for the performance of their duties.

ARTICLE 26 - TERMS OF AGREEMENT

 **26:01** This Agreement shall be binding and remain in effect from the expiry of all former applicable Collective Agreements and shall continue in full force and effect until June 30, 1997, and thereafter from year to year unless either party gives notice in writing to the other party not more than ninety (90) days prior to the expiration of this Agreement of its intention to negotiate a renewal of this Agreement.

26:02 Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for revision of this Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every effort to consummate a revised or new Collective Agreement.

SCHEDULE "A"

- NOTE**
- #1** Employees formerly classified as "Adult Supervisor" will be classified as "Educational Assistant I" and employees formerly classified as "Teacher Assistant" will be classified as "Educational Assistant II".
- #2** Job Evaluation Plan' adjustments are considered to include and incorporate any payments required to maintain pay equity pursuant to the Pay Equity Act.
- #3** All eligible employees will receive pay equity adjustments payable for the period April 19, 1991 up to July 1, 1991. The parties agree that once such payments are made, pay equity will have been maintained as required by the Pay Equity Act

The Union will be notified of all pay equity maintenance payments made hereunder.

SALARY INCREMENTS

UPDATED: 1996 JANUARY 26 PER J.J.E.M.C. MAINTENANCE REVIEW

CUPE LOCAL 1022 - JURISDICTIONAL GROUP A (formerly Custodial/Maintenance)						
POINTS	JOB TITLE	DATE	START	3 MONS.	1 YEAR	2 YEAR
220 to 244	Custodian Bus Driver Hardware Mechanic	J.E. Rate	13.23	13.51	13.80	1
245 to 269	Maint. "B" S.S.	J.E. Rate	14.52	14.98		
270 to 294	Lead Hand Courier IMC	30 Mar 94 J.E. Rate	15.22 15.87			
270 to 294	Plumber Maint. "B" Carpenter Maint. "B"	30 Mar 94 J.E. Rate	15.24 15.41	15.70 15.87		
270 to 294	Maint. "A" S.S.	J.E. Rate	15.41	15.87		
295 to 319	L.H. Elem. School L.H. Secondary School	30 Mar 94 J.E. Rate	14.92 16.76			
295 to 319	Bus Driver L.H. L.H. Trk.Dr./Rel.Cust.	30 Mar 94 J.E. Rate	15.22 16.76			
295 to 319	Elect. Maint. "A" Plumber Maint. "A"	30 Mar 94 J.E. Rate	16.11 16.30	16.57 16.76		
320 to 344	Ground. Maint. "A"	30 Mar 94 J.E. Rate	16.11 17.19	16.57 17.65		
320 to 344	Painter Maint. "A" L.H. Carp.Maint."A" L.H.	30 Mar 94 J.E. Rate	16.92 17.65			
345 to 369	Maint."A" North.Hast. Elect.Maint. "A" L.H.	30 Mar 94 J.E. Rate	16.56 18.08	17.02 18.54		
345 to 369	Plumber Maint. "A" L.H.	30 Mar 94 J.E. Rate	17.07 18.54			
370 to 394	Grounds Maint. "A" L.H.	30 Mar 94 J.E. Rate	17.02 19.43			

JURISDICTION GROUP "A" RED-CIRCLED POSITIONS

POINTS	JOB TITLE	DATE	START	3 MONS.	1 YEAR	2 YR
220 to 244	Painter Maint. "B"	01 Jan94 J.E. Rate	14.48 13.23	14.94 13.51	13.80	
245 to 269	Grass Cutter	01 Jan94 J.E. Rate	14.78 14.52	15.24 14.98		
245 to 269	Painter Maint. "A"	01 Jan94 J.E. Rate	15.55 14.52	16.01 14.98		

**CUPE LOCAL 1022 - JURISDICTIONAL GROUP B
(formerly Clerical/TACT)**

POINTS	JOB TITLE	DATE	START	PROB.	1 YR.	2 YRS.	3 YRS.	4 YRS.	5
170 to 194	Off. Asst. Bancroft	J.E. Rate	10.64	10.85	11.02	11.39	11.74	12.31	
170 to 194	Off. Asst. (Library)	J.E. Rate	10.09	10.21	10.47	10.77	11.19	11.66	
195 to 219	Sec. Clerk Purch. Rec. Clerk Purch. Print Clerk Mail Clerk Reception/Clerk	J.E. Rate	11.53	11.74	11.91	12.28	12.63	13.20	
220 to 244	Tech. Clerk Ship/Rec Off.Asst.Elem. Accts.Rec.Clerk Accounting Clerk	J.E. Rate	11.88	12.00	12.25	12.56	12.97	13.45	
245 to 269	Off.Asst. Budget Off.Asst.S.S. Off.Asst./ Attendance Off.Asst.Sp/Lang. Comp.Off.Asst. (Curriculum) Word Pro.Asst. (Curriculum) Transp.Clerk Secretary-Plant	J.E. Rate	12.76	12.88	13.14	13.44	13.86	14.33	

**CUPE LOCAL 1022 - JURISDICTIONAL GROUP B
(formerly Clerical/TACT)**

POINTS	JOB TITLE	DATE	START	PROB.	1 YR.	2 YRS.	3 YRS.	4 YRS.	5 Y
270 to 294	Off.Asst.- Guidance Sec.Adult Day Ed. Off.Asst.- Comp.S.S. Sec.w/oOff.Asst. Off.Asst.H/H Intake Data Systems Clerk Resource Tech. Secretary, Marc.G.	30/03/94 J.E. Rate	13.48 13.65	13.60 13.77	13.86 14.03	14.16 14.33	14.58 14.75	15.05 15.22	15 15
295 to 319	Sec. Continuing Education	03/30/94 J.E. Rate	15.05 15.24	15.36 15.55	15.66 15.85	15.97 16.16	16.26 16.45	16.57 16.76	
320 to 344	Sec.with Off.Asst. Environmental Tech. Sec.Careers/Curr Med.Support/ PD Lib.	30/03/94 J.E. Rate	15.05 15.13	15.36 16.44	15.66 16.74	15.97 17.05	16.26 17.34	16.57 17.65	
345 to 369	Transportation Asst/Assessment Officer	J.E. Rate	14.50	14.83	15.86	16.47	17.14	17.82	18
370 to 394	Comp.Network Tech.	30/03/94 Prior JE Prior RC J.E. Rate	13.60 14.10 14.72 15.52	13.80 14.41 15.03 15.86	14.76 15.31 15.93 16.85	15.31 15.88 16.50 17.48	15.85 16.44 17.06 18.10	16.41 17.02 17.64 18.73	17 17 18 19

REVISED: 1996 MAY 22 TO REFLECT J.J.E.M.C. REVIEW

**CUPE LOCAL 1022 - JURISDICTIONAL GROUP B - RED CIRCLED POSITIONS
(FORMERLY CLERICAL/TACT)**

JOB TITLE	DATE	START	PROB.	1 YR.	2 YRS.	3 YRS.	4 YRS.	5
Secretary, Ed. Services (220- 244)	01/01/94 J.E. Rate	12.76 11.88	12.88 12.00	13.14 12.25	13.44 12.56	13.86 12.97	14.33 13.45	1 1
IMC A/V Technician (295- 319)	01/01/94 J.E. Rate	14.72 15.24	15.03 15.55	15.93 15.85	16.50 16.16	17.06 16.45	17.64 16.76	1
IM & Computer Repair Tech. (320- 344)	01/01/94 J.E. Rate	14.72 14.22	15.03 14.52	15.93 15.34	16.50 15.94	17.06 16.51	17.64 17.04	1 1
O/S Learning Technician (320- 344)	01/01/94 J.E. Rate	16.58 14.22	16.91 14.52	17.04 15.34	18.55 15.94	19.22 16.51	19.90 17.04	2 1

**CUPE LOCAL 1022 - JURISDICTIONAL GROUP C
(formerly Adult Supervisors & Teacher Assistants)**

JOB TITLE	DATE	START	6 MONS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Educational Assistant I	01 Jan 94	11.61	11.69	11.90	12.13	12.45	12.80	13.14
Educational Assistant II	30 Mar 94 J.E. Rate	13.48 13.65	13.60 13.77	13.86 14.03	14.16 14.33	14.58 14.75	15.05 15.22	15.34 15.51

SCHEDULE "B"

SCHOOL BREAK DURING CHRISTMAS SEASON

December 25 - Sunday

- | | |
|------------------------|-------------------------|
| Monday, December 26 | • Christmas Day |
| Tuesday, December 27 | • Boxing Day |
| Wednesday, December 28 | • Paid Day Off |
| Thursday, December 29 | • Paid Day Off |
| Friday, December 30 | • New Year's Day |
| Monday, January 2 | • Paid Day Off (U.I.C.) |

December 25 - Monday

- | | |
|------------------------|-------------------------|
| Monday, December 25 | • Christmas Day |
| Tuesday, December 26 | • Boxing Day |
| Wednesday, December 27 | • Paid Day Off (U.I.C.) |
| Thursday, December 28 | • Paid Day Off |
| Friday, December 29 | • Paid Day Off |
| Monday, January 1 | • New Year's Day |

December 25 - Tuesday

- | | |
|------------------------|-------------------------|
| Monday, December 24 | • Paid Day Off (U.I.C.) |
| Tuesday, December 25 | • Christmas Day |
| Wednesday, December 26 | • Boxing Day |
| Thursday, December 27 | • Paid Day Off |
| Friday, December 28 | • Paid Day Off |
| Monday, December 31 | • Paid Day Off |
| Tuesday, January 1 | • New Year's Day |

December 25 - Wednesday

- | | |
|------------------------|-------------------------|
| Wednesday, December 25 | • Christmas Day |
| Thursday, December 26 | • Boxing Day |
| Friday, December 27 | • Paid Day Off (U.I.C.) |
| Monday, December 30 | • Paid Day Off |
| Tuesday, December 31 | • Paid Day Off |
| Wednesday, January 1 | • New Year's Day |

December 25 - Thursday

Thursday, December 25	• Christmas Day
Friday, December 26	• Boxing Day
Monday, December 29	- Paid Day Off (U.I.C.)
Tuesday, December 30	• Paid Day Off
Wednesday, December 31	• Paid Day Off
Thursday, January 1	• New Year's Day
Friday, January 2	• Paid Day Off

December 25 - Friday

Friday, December 25	• Christmas Day
Monday, December 28	• Boxing Day
Tuesday, December 29	- Paid Day Off (U.I.C.)
Wednesday, December 30	• Paid Day Off
Thursday, December 31	• Paid Day Off
Friday, January 1	- New Year's Day

December 25 - Saturday

Monday, December 27	- Christmas Day
Tuesday, December 28	• Boxing Day
Wednesday, December 29	- Paid Day Off (U.I.C.)
Thursday, December 30	• Paid Day Off
Friday, December 31	• Paid Day Off
Monday, January 3	- New Year's Day

APPENDIX "A"

MEMORANDUM OF AGREEMENT

BETWEEN

THE HASTINGS COUNTY BOARD OF EDUCATION

and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1022

JURISDICTIONAL GROUP A ONLY

The parties hereto agree that the following shall be affixed to and become part of the existing Collective Agreement as Appendix "A":

1. Short Term Sick Leave Plan

The current Sick Leave Credit Plan provided in the Collective Agreement shall remain unchanged except that:

- i) each employee shall contribute two (2) days' credits from accumulated sick leave on December 1, 1984 or, if hired after that date, as soon as the required credits are earned;
- ii) effective January 1, 1985, and each January 1 thereafter, each employee shall contribute a further two (2) days' credits from accumulated sick leave.

The contributed credits shall be deposited in a Sick Leave Bank to be jointly administered by the parties through a Sick Leave Bank Administrative Committee (the Committee).

2. Sick Leave Paid from Accumulated Personal Credits

An employee who suffers an illness, injury or disability which necessitates absence from work shall be entitled to be paid sick leave in accordance with the provisions of Article 19:03 of the Collective Agreement.

3. Sick Leave Paid from the Group Sick Leave Bank

An employee, who exhausts all accumulated personal credits and who remains unable to return to work, may make application to the Sick Leave Bank Administrative Committee to have further leave compensated by the expenditure of credits from the Group Sick Leave Bank until such time as the employee is fit to return to work or qualifies for Long Term Disability Benefits.

4. Information to be Provided upon Application

An employee who wishes to apply for benefits from the Group Sick Leave Bank shall provide the Committee with any and all information it may reasonably require to ensure fair and proper adjudication of the claim. Such information shall include, but **not** be limited to, a comprehensive medical report from a **certified** practitioner detailing diagnosis and prognosis,

a declaration of income received in compensation for the disabling condition (i.e. Canada Pension Plan Disability Benefit, Workers' Compensation Benefits, Department of Veterans Affairs Disability Benefit, etc.), and evidence that the condition precludes the performance of the employee's job or other equally paid work which the Employer has offered.

5. Onus: Burden of Proof

In applying to the Committee or appealing the Committee's decision, the employee bears the burden of proving incapacity.

Amount of C _____

Where the Committee allows an employee's claim for coverage by the expenditure of credits from the Group Sick Leave Bank, the employee would receive normal straight time daily rate for each expended credit.

6. Sick Leave Bank Administrative Committee

i) Appointment

The Board and the Union shall each appoint two (2) members to serve on the Committee

Initially, each party shall appoint one (1) member for a two (2) year term and one (1) member for a one (1) year term.

In the event that a Committee member is unable to complete the term, the party who appointed the retiring member shall appoint a replacement to complete the term.

Upon the completion of each member's term, the parties shall re-appoint or appoint a person to serve a two (2) year term.

ii) Orientation and Training

The parties shall provide adequate orientation and training for all committee members and, exclusive of normal wages and benefits which shall be paid by the Employer, shall jointly bear the expenses incurred thereto.

iii) Terms of Reference

The Committee is independently responsible for the adjudication of all claims by employees for paid leave compensated by the expenditure of credits from the Group Sick Leave Bank.

The Committee shall establish its own policies and procedures in such a way as to ensure each applicant employee a fair, objective and correct adjudication of the claim. (Subject to approval by the parties).

The Committee shall allow a claim where the applicant has exhausted accumulated personal sick leave credits and establishes the fact of continued incapacity from the performance of the applicant's regular job or other equally paid work which the Employer has offered.

The Committee shall disallow a claim, subject to appeal by the employee, where it is convinced on the evidence that the claimant does not suffer a disabling condition

sufficient to merit continued absence from work.

The Committee shall ensure that benefits paid from the Group Sick Leave Bank are not greater than the benefits paid under Article 19:10 and are appropriately reduced in proportion to payments received from the Workers' Compensation Board, the Canada Pension Plan, the Department of Veterans Affairs, etc., related to the same disabling conditions. The Committee shall treat all information received from a claimant with the strictest confidence.

The Committee shall regularly report to the parties on the status of the Group Sick Leave Bank, the number of claims, and the number of claims allowed and rejected, together with any recommendations it may wish to make.

iv) Compensation of the Committee

If the Committee holds its meetings during regular working hours, there shall be no loss of wages, benefits and seniority. Any expenses incurred by the Committee must be approved in advance by the parties.

7. Claimants Rights to Appeal

A claimant employee who wishes to dispute a decision of the Committee relating to entitlement has the right to:

- i) appeal to the Committee to reconsider its decision;
- ii) refer the dispute to an independent medical referee for a final and binding decision.

8. Medical Referees

The Committee shall select an independent three (3) person panel of medical practitioners to serve as Referees.

The appellant employee shall select one practitioner from the panel, who is not the employee's personal physician and also has not been previously involved in the matter, to act as the Referee.

The Referee so selected would then examine the appellant, review the case history, communicate with the treating physician, conduct whatever tests and procedures deemed necessary and submit to the Committee a final and binding report on the entitlement of the appellant.

9. Fees and Expenses of Referees

The fees and expenses of Referees would be borne out of the Group Sick Leave Bank to the extent they are not covered by the appellant's O.H.I.P.

10. Long Term Disability Benefits

One year from the date of absence related to disability an employee will cease to receive Short Term Sick Leave Benefits and will begin to receive Long Term Disability Benefits in accordance with the specifications of the plan Article 19:10 of this Collective Agreement.

11. **Payment of Long Term Disability Premiums**

Employees shall pay the full premium cost of Long Term Disability Plan.

12. **Salary Gross-Up**

The Employer shall add to the weekly earnings of each employee an amount equivalent to Seventy-Five Percent (75%) of the billed premium of the Long Term Disability Plan.

LETTER OF UNDERSTANDING

BETWEEN

**THE HASTINGS COUNTY BOARD OF EDUCATION
[hereinafter called the "Employer"]**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1022
(hereinafter called the "Union")**

RE: STAFFING POLICY

The Board agrees that staffing policies in effect as of October 6, 1992 respecting bargaining unit employees will remain in place until June 30, 1994.

DATED at Belleville this 9th day of December, 1992.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES

FOR THE HASTINGS COUNTY BOARD OF EDUCATION

LETTER OF UNDERSTANDING

B E T W E E N

THE HASTINGS COUNTY BOARD OF EDUCATION
(hereinafter called the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1022
(hereinafter called the "Union")

RE: **ÉCOLE CITÉ-JEUNESSE**

Employees currently employed at ~~École Cité-Jeunesse~~ will not be laid off or have their regular hours of work reduced as a result of their positions becoming bilingual.

DATED at Belleville this 9th day of October, 1992.

FOR CANADIAN UNION OF **PUBLIC** EMPLOYEES

FOR THE HASTINGS COUNTY BOARD OF EDUCATION

LETTER OF UNDERSTANDING

B E T W E E N

**THE HASTINGS COUNTY BOARD OF EDUCATION
(hereinafter called the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1022
(hereinafter called the "Union")**

RE: EDUCATIONAL ASSISTANTS

WHEREAS the parties have agreed that there will be a new Jurisdictional Group "C" contained in the renewed Collective Agreement between the parties; and

WHEREAS the parties agree that the former Teaching Assistants are now classified as Educational Assistants II and that the former Adult Supervisors are now classified as Educational Assistants I; and

WHEREAS Jurisdictional Group "C" consisting of Educational Assistants has new seniority provisions under Article 8 of the renewed Collective Agreement;

Therefore the parties agree that the Seniority List for Educational Assistants shall be established as follows:

Effective January 1, 1993, of the two Seniority Lists of Educational Assistants I and Educational Assistants II, using their seniority as of that date, will be merged into one Seniority List.

The method of calculating seniority will be in accordance with Article 8:01 (b) (iv).

Once that List has been merged, then effective January 1, 1993 the method of acquiring seniority shall be in accordance with Article 8:01 (c) of the renewed Collective Agreement.

The parties further agree that then all of the other provisions of Article 8, including Article 8:08, shall apply.

DATED at Belleville this 9th day of December, 1992.

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES

FOR THE HASTINGS COUNTY BOARD OF EDUCATION

LETTER OF UNDERSTANDING

B E T W E E N

**THE HASTINGS COUNTY BOARD OF EDUCATION
(hereinafter called the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1022
(hereinafter called the "Union")**

RE: **ARTICLE 25:04**

The current Article 25:04 is deleted and the parties agree to maintain the status quo respecting the administration of medications and performance of medical/physical procedures. The matter will be referred to a Union-Management Committee which will develop a policy and procedure respecting the matter on or before December 31, 1992.

DATED at Belleville this 9th day of October, 1992.

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES

FOR THE HASTINGS COUNTY BOARD OF EDUCATION

LETTER OF UNDERSTANDING

October, 1996

B E T W E E N

THE HASTINGS COUNTY BOARD OF EDUCATION
(hereinafter called the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1022
(hereinafter called the "Union")

RE: CUSTODIAL AND SECRETARIAL STAFFING

WHEREAS the Employer agrees that:

Custodial staffing is to be based on a formula of 16,000 square feet of area per one full-time equivalent custodial position county-wide; and

The number of secretarial days will be based on the current formula (attached) but will be distributed according to a ratio based on school enrolment.

WHEREAS the Union agrees that:

The Employer is authorized to hire two computer technologists into Jurisdictional Group B with the associated costs being covered by not filling three vacant full-time equivalent custodial positions.

This agreement will remain in force until 1998 June 30.

DATED at Belleville this _____ day of October, 1996.

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES

FOR THE HASTINGS COUNTY BOARD OF EDUCATION

THE HASTINGS COUNTY BOARD OF EDUCATION
POLICY MANUAL

REGULATION # 42: SECRETARIAL AND CLERICAL STAFF IN SCHOOLS

Revised: March 01, 1996

Page: 42.2

1. This Regulation provides a uniform formula for the allotment of secretarial and clerical staff in the Board's schools.

Uniform allotment formula

2. (1) (a)	<u>Student Enrolment</u>	<u>Secretary - Office Staff</u>
	under 500	3
	500 - 599	3.5
	600 - 699	4
	700 - 799	4.5
	800 - 899	5
	900 - 1099	5.5
	1100 - 1299	6
	1300 - 1399	6.5

Secondary day schools

This formula includes guidance and library secretarial services.

- (b) (i) Night schools are entitled to two hours of secretarial time each night of operation plus an additional four hours per year per night of operation.
- (ii) All positions must be advertised through the Superintendent of Human Resources.

Night schools

(2) (a)	<u>Student Enrolment Base Formula</u>	<u>No. of Days Per Week</u>
	Under 199	3
	200 - 249	4
	250 - 399	5
	400 - 499	6
	500 - 599	7
	600 - 699	8
	700 - 799	9
	etc.	

Elementary Day Schools

Note: For an additional building or any number of portables that are under the supervision of the principal, an additional 50 students will be added to the student enrolment.

(2) (b) Cont'd

Formula Based on Specific Factors

Special Education

<u>Students</u>	<u>Factor</u>
10	1
20	2
etc. centrally identified + in-school- tracked)	

Bused Students

<u>Students</u>	<u>Factor</u>
1 - 99	1
100	2
200	3
300	4
etc.	

Systems Classes, JK,
Fr. Immers. etc.

<u>Classes</u>	<u>Factor</u>
1	2
2	4
3	5
4	6
5	7
6	8

Senior School

<u>factor</u>
2

Total Factors

0 - 4
5 - 8
9 - 15
16 - 20
21 - 25
over 25

Extra Secretarial Days

0
1
2
3
4
5

Note: The formula does not allow for an increase from 5 to 6 days, however discretionary days are added to schools in this situation.

(2) (b) Ali secretaries employed in elementary schools are ten-month employees.

10-month employees

REGULATION # 42: SECRETARIAL AND CLERICAL STAFF IN SCHOOLS
--

Page: 42.4

- | | |
|--|---|
| <p>3. (1) In all schools and administrative offices, all full-time secretaries and clerical staff shall work a 7-hour day or a 35 hour week, unless otherwise specifically stated.</p> <p>(2) Part-time clerical or secretarial staff shall work a proportionate number of hours consistent with the above policy.</p> <p>(3) All secretarial and clerical positions will be advertised through the Superintendent of Human Resources.</p> | <p><u>General</u></p> <p>Part-time employee</p> <p>Advertising</p> |
| <p>4. (1) The formula for school office staffs shall be reviewed annually.</p> <p>(2) School office staffing in accordance with the formula shall be reviewed periodically as circumstances dictate.</p> | <p><u>Formula review</u></p> <p>Exception</p> |

LETTER OF UNDERSTANDING

BETWEEN

THE HASTINGS COUNTY BOARD OF EDUCATION
(hereinafter called the "**Employer**")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL **1022**
(hereinafter called the "**Union**")

RE: VACATION ENTITLEMENT DURING PEAK PERIODS - CUSTODIAL AND MAINTENANCE

In order to ensure that all Custodial and Maintenance employees in schools and Couriers **are** able to plan vacation entitlement during peak periods, and that the **Custodial/Maintenance** Supervisors are able to approve vacation plans in a fair and consistent manner, the parties agree to the following process:

Custodial/Maintenance employees employed in schools and Couriers should take their vacation entitlement during school vacation periods.

Notwithstanding this requirement, **Custodial/Maintenance** employees employed in schools and Couriers may take two (2) weeks of their vacation entitlement in each vacation year (January thru December) at times other than school vacation periods provided that the building can be maintained and staffed.

Employees must submit their requests for preference of vacation dates by May **01** for the twelve (12) month period beginning July **01** and ending June **30**, of the following year. Seniority shall apply.

Seniority shall not apply when an employee fails to make their selection by May **01** for the twelve (12) month period.

Other vacation requests must be submitted not less than fifteen (15) working days in advance of the date that the vacation request is to commence.

Approved vacation entitlement will not be cancelled in order to accommodate a senior employee's request to use banked overtime hours.

DATED at **Belleville** this 16th day of October, **1996**

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES

FOR THE HASTINGS COUNTY BOARD OF EDUCATION

LETTER OF AGREEMENT

BETWEEN

THE HASTINGS COUNTY BOARD OF EDUCATION
(hereinafter called the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1022
(hereinafter called the "Union")

RE: EDUCATIONAL ASSISTANT PLACEMENT PROCESS

Allocation of Positions

All Educational Assistant positions will be reviewed during the Spring Regional I.P.R.C. Process. Based upon budget constraints and upon needs of exceptional students, the Superintendent/Co-ordinator/Principal will first determine the number of E.A. hours for each ASG, and then the number of hours of each position assigned to each school within that ASG.

When there is an incumbent to a renewed position, the incumbent will be returned to the position he/she occupied at the end of the school year.

Where there is more than one Educational Assistant in a work location, the most junior E.A. will be considered in layoff.

Notification of Redundant Positions

Educational Assistants in redundant positions will be notified in writing in accordance with their collective agreement.

Job Descriptions for all Educational Assistant positions will be reviewed and updated by Principals and Coordinators. Daily working hours will be established in order to combine part-time positions, wherever reasonably possible, prior to the placement meeting in June. Job description will include special qualifications (i.e. gender specifics), hours per week, shift and assigned Identification Number. Copies of job descriptions are available from the Human Resources Department upon request.

Pre-Placement Process

A joint meeting will occur to review the list of new, continuing and redundant positions prior to communication to all E.A.'s. This is to be used only as a counter check, for example: what is "new"; what is redundant; what is continuing. Corrections and amendments, if any, will be made. Positions requiring special qualifications will be reviewed at this time.

Communication

A joint memo will be distributed to all E.A.'s, including those in layoff, prior to the placement meeting indicating: (i) vacant positions (due to leaves, resignations, retirements, etc) for the Fall; (ii) new E.A. positions established; and, (iii) information regarding the date, time, and location of the placement meeting.

Placement Meeting

All E.A. placements will be selected, on the basis of seniority, at a mass meeting held in a central location.

Vacant Special Education positions will be listed by school, hours per week and daily working hours for bidding in order of seniority. Required qualifications will be listed. Wherever possible, positions will be listed between two schools in order to increase individual hours per week.

Educational Assistants bidding into positions for William R. Kirk, N.H.I.C. and I.C.C.H. recognize the unique status of the positions, in that the hours per week are guaranteed for the school year, but the specific work location will be determined by the Principal.

If an Educational Assistant who currently holds a position is successful in bidding on a vacant position then, at that time, the Educational Assistants will be given the opportunity to bid for that person's vacated position in order of seniority. The process will be continued until all vacant positions are gone, or until the least senior Educational Assistant at the meeting has had the opportunity to bid.

If there are any Educational Assistants without a position, then they may bump an employee with less seniority, providing they are qualified to perform the work of the employee he/she is displacing.

The parties agree that Article 9:02 (seven day notice of vacancy), and Articles 9:08 and 9:09 (trial periods) shall not apply to Educational Assistants at Placement Meetings.

Educational Assistant positions and hours that are established in June are guaranteed in that location for the remainder of the school year except in cases of reasonably identified needs through the Special Education processes.

Disputes

Any disputes arising from the placement, re: employees selecting positions listing special skills and qualifications, shall be adjudicated by referee(s) whose decision shall be binding on the employee. Potential referees shall be selected by the Educational Assistant Council (defined below) and upon mutual consent of the Board and the Union, be appointed. The appointed referee(s) should be present at the Placement Meeting. This will not constitute a barr on the Collective Agreement.

Proxy

There will be no bidding into positions by proxy except by mutual consent of the parties.

Process filling temporary vacancies prior to posting

E.A. vacancies of more than six months that occur through the course of the year, will be posted in a December Placement Meeting and at the June Placement Meeting. Educational Assistants on the seniority list, but not working in the system, will be recalled in order of seniority to fill positions temporarily vacated until posting. The concept of a March Placement Meeting may be considered during the year by the Educational Assistant Council.

Whenever possible, any additional hours will be offered to the EA's in the work location in order of seniority, subject to qualifications and availability.

Seniority for employees working less than 15 hrs per week

Notwithstanding Article 3:04 1(c), the parties agree that any Educational Assistant, whose weekly hours of work are reduced below 15 as a result of there not being available work, and/or the only work available is less than 15 hours per week, shall be considered a regular employee for the purpose of acquiring seniority.

Educational Assistant Council

Will consist of the following members: C.U.P.E. National Representative, Chief Steward, Head Steward of Jurisdictional Group C, Secretary or designate(s) and Human Resources Officer (Non-Teaching Staff), Educational Services Coordinators (Special Education Section), or designate(s).

DATED at Belleville this 15th day of May, 1996

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES

FOR THE HASTINGS COUNTY BOARD OF EDUCATION

MEMORANDUM OF SETTLEMENT

BETWEEN

**THE HASTINGS COUNTY BOARD OF EDUCATION
(hereinafter called the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1022
(hereinafter called the "Union")**

The bargaining committees of the Board and C.U.P.E. agree to recommend ratification of the following settlement:

- (1) The Collective Agreement between the Board and C.U.P.E. will be continued in its present form and content until June 30, 1997.
- (2) C.U.P.E. will meet its reduction target in accordance with the terms of Schedule "A" attached to and forming part of this Memorandum of Settlement and the Collective Agreement.

DATED at Belleville this 30th day of May, 1996.

FOR C.U.P.E.

FOR THE BOARD

SCHEDULE "A"

(1) Calculation of C.U.P.E. Target

• 1996 Board fiscal shortfall	\$4,123,270.
• Total 1996 C.U.P.E. payroll/benefit cost	14,640,911.
• Total 1996 Board payroll/benefit cost	92,558,522.
• Percentage C.U.P.E. cost of total Board cost ($\$14,640,911 \div 92,558,522$)	15.8%
• Total 1996 C.U.P.E. Target ($\$4,123,270 \times 15.8\%$)	\$651,477.

(2) Achieving 1996 C.U.P.E. Target

1996 C.U.P.E. Target \$651,477.

Reductions

(a) Because of reduced provincial funding the Board has been required to **make** the following reductions:

- (i) E.A. reduction due to J.K. elimination \$153,658.
- (ii) Reduction in secretarial/clerical staff through application of formula 97,000.

(b) As a result of the need for further reductions the Board and C.U.P.E. reluctantly agree to further reductions as **follows**:

- (iii) Elimination of 50% of custodial overtime and casual budget 42,500.
 - (iv) All C.U.P.E. employees take two unpaid days before December 31, 1996, to be deducted in equal installments **from** each pay cheque from the first cheque after ratification until the last pay before December 31 112,000.
 - (v) Union paid leave 6,000.
 - (vi) Twelve custodial and maintenance positions remain unfilled until July 31, 1996 242,627.
- \$653,785. _____**
\$651,477.

(3) Notes

- (i) The value of the two unpaid days is calculated as follows:
($\$14,640,911 \div 260$ paid annual days) x 2
- (ii) The Board shall post the four trades positions as general **maintenance/custodial** positions so that they will be filled for August 1, 1996, as per agreed to **job** descriptions subject to the Board's Job Evaluation process.
- (iii) **The** Board shall post the eight custodial vacancies so that they shall be filled for August 1, 1996.
- (iv) The positions referred to in 3 (ii) and 3 (iii) shall be posted **in** accordance with the Collective **Agreement**.

- (v) Educational Assistants and ~~Secretarial/Clerical~~ staff who are displaced as a result of the reductions in 2 (i) and 2 (ii) shall be given first right of refusal to any available custodial positions which ~~become~~ available after the ~~postings~~ referred to in 3 (iv). Such staff shall be entitled to apply for such positions in order of seniority provided they meet the requirements of the job and subject to the trial ~~period~~ set out in Article 9.08.

The Board confirms that all existing employees are deemed to have secondary school equivalency.

~~If~~ an employee does not ~~successfully complete~~ the trial period, then the employee will revert to lay-off status.

- (vi) The Board and C.U.P.E. agree to establish a Savings Committee whose mandate shall be to explore ways to achieve further cost savings in ~~1996~~ and thereafter. The Committee shall examine all possibilities including but not limited to contracting in services for which bargaining employees are qualified and able to perform the work, modification of payment of allowances under the Collective Agreement or any other matters upon which the Committee ~~may~~ agree.
- (vii) The Savings Committee shall be kept informed and consulted with respect to the establishment of the ~~1996-1997~~ budget.
- (viii) Once the reductions set out in paragraph (2) have been achieved the parties agree that there will be no further ~~loss~~ of positions or reduction in hours during the term of this Collective Agreement.
- (ix) The Board agrees that it will not expand the use of volunteers to accommodate the reductions resulting from this agreement, for the term of this Collective Agreement. This provision shall be monitored by the Savings Committee.

Excerpt from the **EMPLOYMENT STANDARDS ACT, PART XI, PREGNANCY AND PARENTAL LEAVE**

Definitions

- Section 34 In this Part,
"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of **some** permanence with a parent of a child and who intends to treat the child as his or her own;
- 'parental leave' means a leave of absence under subsection **38(1)**;
- "pregnancy leave" means leave of absence under subsection **35(1)**.

Pregnancy Leave

- Section 35
(1) A **pregnant** employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

When leave **may** begin

- (2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

Notice

- (3) The employee must give the employer,
- (a) at least two weeks written notice of the date the leave is to begin; and
 - (b) a certificate from a legally qualified medical practitioner stating the expected birth date.

Special Circumstances

- Section 36
(1) Subsection **35(3)** does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth

Notice of Special Circumstances

- (2) an employee described in subsection (1) must, within two weeks of stopping work, give the employer,
- (a) written notice of the date the pregnancy leave began or is to begin: and
 - (b) a certificate from a legally qualified medical practitioner that,
 - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is **unable** to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.

End of pregnancy is parental leave not available

- (3) The pregnancy leave of the employee who is not entitled to take parental leave ends on the later of the day that is **seventeen weeks** after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

End of pregnancy leave on employee notice

- (4) The pregnancy leave of an employee **ends** on the day earlier than the day provided for in subsection (1) or (2) **if** the employee gives the employer at least four weeks written notice of that day.

Parental Leave
Section 38

- (1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
- (a) the birth of a child; or
 - (c) the coming of a child into the custody, care and control of a parent for the first time.

Restriction on when leave may begin

- (2) Parental leave may begin no more than ~~thirty-five~~ weeks after the day the child is born or **comes** into the custody, care and control of a parent for the first time.

When mother's parental leave may begin

- (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Notice

- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.

Special Circumstances
Section 39

- (1) Subsection ~~38(4)~~ does not apply in the case of an employee who is the parent of a child and who **stops** working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

When leave in special circumstances begins

- (2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.

Notice

- (3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.

End of parental leave
Section 40

Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.

Change of notice of begin leave
Section 41

- (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date: or
 - (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.

Change of notice to **end** leave

- (2) An employee who has given notice to end leave may change the notice,
 - (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.

Rights during leave

Section 42

- (1) During pregnancy or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

Benefit plans

- (2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

Employer contributions

- (3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions to any plan described under subsection (2) unless the employee gives the employer written notice that the employee does not intend to pay the employee's contributions, if any.

Seniority

- (4) Seniority continues to accrue during pregnancy leave or parental leave.

Reinstatement

Section 43

- (1) The employer of an employee who **has taken** pregnancy or parental **leave** shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists or to a comparable position, if it does not.

Reinstatement where employer's operations have **been** suspended, etc.

- (2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

Wages

- (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
 - (a) the wage the employee was most recently paid by the employer; or
 - (b) the wages that the employee **would** have earned had the employee worked throughout the leave.

No discipline, etc. because of leave

Section 44

An employer shall not intimidate, discipline, suspend, lay-off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

Employment standards officer may make order

Section 45

Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what the employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee.

INDEX

APPENDIX "A" MEMORANDUM OF AGREEMENT 40
ARTICLE 25:04 (LETTER OF UNDERSTANDING) 47
BENEFITS 26
CHECK-OFF/UNION DUES 3
CONTRACTING OUT 29
CUSTODIAL AND SECRETARIAL STAFFING (LETTER OF UNDERSTANDING) 48
DISCIPLINARY ACTION 12
ÉCOLE CITÉ- JEUNESSE (LETTER OF UNDERSTANDING) 45
EDUCATIONAL ASSISTANT PLACEMENT PROCESS (LETTER OF AGREEMENT) 53
EDUCATIONAL ASSISTANTS (LETTER OF UNDERSTANDING) 46
EMPLOYMENT STANDARDS ACT, PART XI 58
GENERAL CONDITIONS 30
GENERAL PURPOSE 1
GRIEVANCE PROCEDURE 10
HOURS OF WORK 13
INFORMATION TO THE UNION 9
JOB CLASSIFICATION AND RE-CLASSIFICATION 29
JOB POSTINGS AND STAFF CHANGES 6
LAY-OFFS AND RECALLS 8
LEAVE OF ABSENCE 20
MANAGEMENT RIGHTS 1
MEMORANDUM OF SETTLEMENT 55
NO DISCRIMINATION 3
OVERTIME AND CALL IN PAY 16
PAID HOLIDAYS 17
PAYMENT OF WAGES AND ALLOWANCES 28
RECOGNITION 1
RELATIONSHIP 3
RETIREMENT GRATUITY 25
SALARY INCREMENTS 34
SCHEDULE "A" 33
SCHEDULE "B" (SCHOOL BREAK DURING CHRISTMAS SEASON) 38
SENIORITY 4
STAFFING POLICY (LETTER OF UNDERSTANDING) 44
STEWARDS REPRESENTATION 9
STRIKES AND LOCK-OUTS 4
TERMS OF AGREEMENT 32
VACATION ENTITLEMENT DURING PEAK PERIODS- CUSTODIAL AND MAINTEN 52
VACATIONS WITH PAY 18

65