

AGREEMENT BETWEEN:

THE PEEL DISTRICT SCHOOL BOARD  
(hereinafter referred to as "The Board" )  
of the first part

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1628  
(hereinafter referred to as "The Union" )  
of the second part

September 1, 2003 to August 31, 2004

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ARTICLE I - DEFINITIONS

- 1.01 “Board” means The Peel District School Board.
- 1.02 “Employee” means an employee of the Board included in the bargaining unit defined in Article 3.01.
- 1.03 Where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included unless specifically excluded.
- 1.04 “Union” means the Canadian Union of Public Employees and Its Local 1628 as administered by Local 1628.
- 1.05 Full-time employees shall be those employees who are regularly scheduled to work more than 1300 hours per year.
- 1.06 a) “Temporary employee” or “temporary personnel” means an employee of the Board included in the bargaining unit defined in Article 3.01 who works on a casual basis; or in a temporary position created for a specified period of time not to exceed three months; or on a casual or temporary basis to replace regular employees who are absent due to vacation, leaves of absence, Workers’ Compensation, or illness.  
  
b) The following provisions of the Collective Agreement shall not be applicable to such temporary employee/personnel:
  - Article X - Job Posting
  - Article XI - Probationary Period
  - Article XII - Seniority
  - Article XIV - Sick Leave
  - Article XV - Leaves of Absence
  - Article XVI - Fringe Benefits
  - Article XVII - Retirement Allowance
  - Article XVIII - Vacations
  - Article XIX.1 - Paid Holidays
  - Article XXII - General

ARTICLE I - DEFINITIONS (Continued)

- 1.06 c) Temporary employees/personnel shall work only when called in by the Board, at the discretion of the Board. Such employees may be laid off or discharged in the discretion of the Board, and such lay-off or discharge shall not be subject to grievance procedures under Article VIII.
- 1.07 a) The following provisions of the collective agreement shall not be applicable to secretarial positions in the night school and summer school programs:
- |               |   |                      |
|---------------|---|----------------------|
| Article X     | - | Job Posting          |
| Article XI    | - | Probationary Period  |
| Article XII   | - | Seniority            |
| Article XIV   | - | Sick Leave           |
| Article XV    | - | Leaves of Absence    |
| Article XVI   | - | Fringe Benefits      |
| Article XVII  | - | Retirement Allowance |
| Article XVIII | - | Vacations            |
| Article XIX.1 | - | Paid Holidays        |
- b) Employees in such positions shall accumulate service credits for increment purposes, while continuously employed in such positions. Employees terminated from such a position and re-hired in a later term, shall commence at Step 0. However employees in such positions who also hold another position in the bargaining unit shall be paid at the Step applicable to their other position. Service in such positions in the night school and summer school program shall not count for increment purposes in any other position.

ARTICLE II - PURPOSE

- 2.01 The general purpose of this Agreement is to maintain harmonious collective bargaining relations between employer and the employees, and to provide machinery for the prompt disposition of grievances, and to maintain mutually satisfactory working conditions, hours of work and wages for all employees covered by this Collective Agreement.
  
- 2.02 A Labour/Management Committee composed of a maximum of five members for each party shall be established to meet not less than twice per year, or more frequently if requested by either party, but not more than once per month. The Committee shall attempt to solve problems arising during the term of this Agreement.

### ARTICLE III - RECOGNITION

3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all office, clerical, library technicians and Clerk Dispatchers of the Board, save and except supervisors, persons above the rank of supervisor, buyers, technical personnel; the immediate office staff of the Director of Education; the immediate office staff of the Manager of Human Resources; the immediate office staff of the Director of Human Resources Support Services; the private secretaries to the Central Office Superintendents\*, to the Controller of Learning Technologies Support Services, Controller of Facilities & Transportation Support Services, Controller of Planning & Accommodation Support Services, and Director of Communications & Strategic Partnerships Support Services, to the Controller of Finance Support Services, to the Manager of Finance/Chief Accountant, to the Internal Auditor, to the Manager of Employee Relations & HRIS, to the Chair of the Board; employees covered under a subsisting collective agreement, students employed on a co-operative basis, and students employed during the school vacation period.

- \* Central Office Superintendents are defined as:  
Superintendent of Human Resources Support Services  
Superintendent of Curriculum, Instruction & Special Education Support Services (2 Superintendents)  
Superintendent of Staff Development and School Support Services  
Superintendent of Education – Alternative Programs

#### ARTICLE IV - UNION EXECUTIVE & GRIEVANCE COMMITTEE

4.01 The Board recognizes that the Union may appoint a maximum of seven (7) employees of the Board as Stewards, at least one from each field office district and at least one from the Central Board Office, and one of whom shall be designated as Chief Steward, to form a Grievance Committee, the duties of which are outlined in Article VII. It is understood and agreed that no more than one employee shall be appointed as a Steward from any school, field office, or Central Board Office department.

The Board further recognizes the Union may appoint a Negotiating Committee of not more than a total of ten (10) employees of the Board.

- 4.02 a) It is understood that any committee or executive member has his/her regular work to perform and that if it is necessary to deal with matters arising out of this Agreement during working hours he/she will not leave his/her work without first obtaining the written permission (oral permission in emergency situations with follow up written permission) of the Director of Human Resources Support Services or designate and shall report to his/her supervisor or applicable school official at the time of his/her leaving and returning to work. Such permission shall not be unreasonably withheld. The supervisor and applicable school official shall record the leaving and returning time of members absent for Union business. The Union will be responsible for reimbursing the Board for time off on Union business at the individual's applicable rates unless otherwise stipulated in this Agreement.
- b) Notwithstanding the above, the Union will not be responsible for reimbursing the Board for the first (1<sup>st</sup>) one hundred and twenty-five (125) days utilized per contract year.



ARTICLE IV - UNION EXECUTIVE & GRIEVANCE COMMITTEE  
(Continued)

4.03 The Union shall keep the Board informed of the names and areas of responsibility of its executive and committee members. The effective date of appointment shall be included in such notifications.

4.04 Names of Stewards

The Union shall notify the Board, in writing, of the name and location of each Steward and the name of the Chief Steward before the Board shall be required to recognize them.

ARTICLE V - UNION SECURITY

- 5.01 The Board shall deduct Union dues from each pay of each employee, and remit the sum deducted together with a list of employees from whom this pay deduction is made by the 15<sup>th</sup> of the month following. The Union shall notify the Board in writing of the amount of such dues from time to time.
  
- 5.02 The Board agrees to insert on the T-4 slips given to each employee the amount of dues deducted each year.

ARTICLE VI - MANAGEMENT RIGHTS

- 6.01 The Union acknowledges that it is the exclusive function of the Board to hire, retire, promote, demote, lay-off, recall, transfer, and classify employees. It is also the right of the Board to discipline, suspend, and discharge any employee for just cause, provided that a claim by an employee that he/she has been discharged, suspended, demoted or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 6.02 The Union further recognizes the right of the Board to operate and manage its business in all respects. Without limiting the generality of the foregoing, these rights shall include the direction of the working force, the work schedules, the methods and processes used, the right to decide on the number of employees needed by the Board at any time, the right to determine the methods, machinery and equipment, and tools to be used. These are solely and exclusively the responsibility of the Board. The Board also has the right to make, alter, and enforce from time to time reasonable rules and regulations; the Board agrees to discuss same with the Union and in no event shall such rules and regulations be inconsistent with the expressed provisions of this Agreement.
- 6.03 None of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.

## ARTICLE VII - GRIEVANCES

7.01 It is the mutual desire of the parties hereto that complaints by employees be adjusted as quickly as possible and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint. If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor within ten (10) working days after the employee becomes aware or would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The employee may be assisted by a member of the grievance committee if the employee so desires, when discussing the matter with his/her immediate supervisor. His/her immediate supervisor will, within ten (10) working days of having been made aware, by the employee, of his/her complaint, advise the employee of the supervisor's decision regarding the complaint. The employee may then within ten (10) working days of receiving his/her immediate supervisor's decision, take the matter up as a grievance in the following manner and sequence.

### Step No. 1

The employee will present his/her alleged grievance to his/her Department supervisor in writing, in a form which shall include:

- (1) the nature of the grievance;
- (2) the remedy sought;
- (3) the Article(s) of this Agreement alleged to have been violated.

The employee may be assisted in the preparation and presentation of his/her grievance by a member of the Grievance Committee if requested by either party. The Department Supervisor or designate shall convene a meeting with the appropriate Board officials, the grieving employee, the Union Grievance Committee, and such others as he/she requires within ten (10) working days following the presentation of the grievance to him/her. The decision, in writing, to the grieving employee and to the Grievance Committee shall be rendered within ten (10) working days following the above meeting.

ARTICLE VII - GRIEVANCES (Continued)

## 7.01 Step No. 2

If the employee is not satisfied with the decision rendered at Step No. 1, he/she may, within ten (10) working days thereafter, submit his/her grievance, in writing, to the Co-ordinator of Employee Relations. The Co-ordinator of Employee Relations or designate shall convene a meeting with the appropriate Superintendent, the grieving employee, the Union Grievance Committee and such others as he/she requires within ten (10) working days following the presentation of the grievance to him/her. The decision, in writing, to the grieving employee and to the Union Grievance Committee shall be rendered within ten (10) working days following the above meeting.

Step No. 3

If the employee or in the case of a Union grievance, the Union, is not satisfied with the decision rendered at Step No. 2, he/she or, in the case of a Union grievance, the Union, may within ten (10) working days, submit his/her grievance to the Board' s Grievance Committee through the Director of Human Resources Support Services. The employee may be assisted by the Union Grievance Committee, and if requested, a representative of the National Union to present his/her grievance. The Board' s Grievance Committee shall meet within fifteen (15) working days to deal with such grievance. The grievor shall attend this meeting. The Board' s Grievance Committee shall render its decision in writing to the grieving employee and to the Chair of the Union Grievance Committee or, in the case of a Union grievance, the Union, within ten (10) working days following the meeting.

ARTICLE VII - GRIEVANCES (Continued)7.01 Step No. 4

If the employee or, in the case of a Union grievance, the Union, is not satisfied with the decision rendered in Step No. 3, he/she or, in the case of a Union grievance, the Union may, through the Union Grievance Committee within fifteen (15) working days refer the matter to Arbitration in accordance with the procedure set out hereunder in Article VIII.

7.02 The time limits mentioned in the grievance or arbitration procedure may be extended by the consent of the parties. Where no such agreement has been made or where the agreed extension has expired, the grieving employee may proceed to the next step of the procedure if the appropriate Board official exceeds the time allowed for the official to act.

7.03 A grievance arising directly between the Board and the Union may be initiated by either party commencing with Step No. 2 of the grievance procedure within ten (10) working days of the occurrence complained of.

7.04 If the Board has a grievance against the Union it shall submit such grievance to the Union through the President of the Union, within ten (10) working days of the occurrence complained of. A meeting shall be held between the Board and the Union within ten (10) working days of the submission of the grievance. If a mutually agreeable solution cannot be reached at such a meeting, then the Board may refer the matter to Arbitration by notice in writing to the Union within fifteen (15) working days following such a meeting.

7.05 A grievance relating to Article X - Job Posting may commence with Step No. 2 of the Grievance Procedure within ten (10) working days of the occurrence complained of. The employee will submit his/her grievance to the Co-ordinator of Employee Relations. The appropriate Superintendent, the Supervisor responsible for the decision to hire and the Employee Relations Officer will attend the Step No. 2 meeting. A position, which is the subject of a grievance under this Article 7.05, shall not be filled until such time as the Step 2 decision has been made.

ARTICLE VII - GRIEVANCES (Continued)

- 7.06 Saturdays, Sundays and holidays as per Article XIX will not be counted in determining the time in which any action can be taken under the Grievance or Arbitration Procedures.
- 7.07 In cases of discharge or suspension or any other meeting at which a supervisor plans to discipline an employee, a Union Steward or a member of the Union Executive shall be present.
- 7.08 Human Resources shall notify the Union when an employee is being assigned to home or to another location.
- 7.09 The Union shall receive a copy of any written disciplinary action within three (3) working days - Union meaning Chief Steward.

In the event the Chief Steward does not receive such a copy within three (3) working days and if a grievance is to be filed, the time limits in the next step of the grievance procedure shall be extended to equally compensate for any delay of the receipt of the copy of the disciplinary action.

ARTICLE VIII - ARBITRATION

- 8.01 Both parties of this Agreement agree that any dispute or grievance concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure within the time limits outlined in Article VII above, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- 8.02 The Board of Arbitration will be composed of one person appointed by the Board, one person appointed by the Union and a third person to act as Chair chosen by the other two members of the Board of Arbitration.
- 8.03 No person may be appointed as an arbitrator who has been involved in an attempt to settle a grievance or alleged violation.
- 8.04 Within ten (10) working days of the request by either party for the Board of Arbitration, each party shall notify the other of the name of its appointee.
- 8.05 Should the person chosen by the Board to act on the Board of Arbitration and the person chosen by the Union fail to agree on a third person within twenty (20) working days of the notification mentioned in 8.04 above, the Minister of Labour of the Province of Ontario will be asked to nominate someone as an impartial Chair utilizing the services of the Labour Management Arbitration Commission.
- 8.06 The decision of the Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties. If there is no majority award, the award of the Chair shall govern.



ARTICLE VIII - ARBITRATION (Continued)

- 8.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for the existing provisions.
- 8.08 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed to it; and the parties will jointly bear the expense of the proceedings, including the Arbitration Chair.
- 8.09 A single arbitrator may be proposed by either party and, if the parties reach such agreement, then the conditions of Article 8.02 shall be disregarded.

ARTICLE IX - NO STRIKES, NO LOCKOUTS

9.01 The Board agrees that during the term of this Agreement there will be no lockout and the Union agrees that there will be no strike. Strike and lockout shall be as defined in the Ontario Labour Relations Act

ARTICLE X - JOB POSTING

10.01 a) In the event new jobs are created or vacancies occur in jobs which the Board intends to fill, the Board will post such new jobs or vacancies for a period of five (5) full working days. Such postings shall be numbered consecutively and the Board will send a copy of such postings to the Union at the time of posting. No outside advertisement shall be placed until present employees have had an opportunity to apply, except in the case of Level 1 positions for which there may be outside advertising simultaneously with internal posting. Where there are extenuating circumstances prior to a job posting closing date, an employee may phone and submit his/her application within twenty-four hours. Temporary vacancies shall be posted in accordance with Article 10.07.

b) When the Board decides not to fill a vacancy under 10.01 a), the Board shall inform the Union within thirty (30) days of the position being vacated.

10.02 Job postings shall state the nature of the position, related experience (if any) required, location, salary range, and qualifications.

The matter of qualifications is a decision of the employer which shall not be exercised in an arbitrary or discriminatory manner.

10.03 Employees will be given advance notice regarding transfers to other positions or locations.

10.04 a) When the ability and qualifications of more than one applicant for the posted position are relatively equal, seniority shall be used as the determining factor by the Board.

b) When there are no qualified applicants from within the bargaining unit, for a posted position, the Board shall consider applications from its employees outside of this bargaining unit before considering external applicants.

ARTICLE X - JOB POSTING (Continued)

- 10.05 a) When temporary positions are created, which are in excess of the regular complement, the Board may hire temporary personnel to perform bargaining unit duties for a specific period of time. Such personnel may not be hired for a period to exceed three (3) months except by mutual consent between the Board and the Union.

Notwithstanding the above, the Board may hire temporary personnel to replace regular employees who are absent due to vacation, leaves of absence, illness, or Worker' s Compensation.

- b) The Board shall provide the Union with a list, on a monthly basis, of all temporary employees who have worked more than fifteen (15) consecutive working days. Such lists shall include the employee' s name, classification and location.

- 10.06 The Board will notify in writing each employee who has made an application for a job posting in accordance with this Article and who is unsuccessful, indicating the name of the successful candidate. The Board will post notices at each location on a monthly basis announcing the name of the successful applicants for job postings. This paragraph shall not apply to postings provided for in paragraph 10.07 a).

10.07 Temporary Vacancies

- a) In the event that the Board is aware that there will be a temporary vacancy for a period of six (6) months or more because of a leave of absence, illness or accident, such temporary vacancy shall be posted for five (5) full working days within the location or department in which the job is located.
- i) Employees within the bargaining unit who are regularly employed at that location or department and who wish to be considered for the position so posted shall signify their desire by making written application in accordance with the provisions of the posting.

ARTICLE X - JOB POSTING (Continued)

- 10.07 a) ii) When the ability and the qualifications of more than one such applicant for the posted temporary vacancy are relatively equal, seniority shall be used as a determining factor.
- b) In the event that the Board is aware that there will be a temporary vacancy for a period of not less than one school year, because of a leave of absence, illness or accident, the Board will comply with paragraph a) above. In such cases if there are no candidates within the department or location concerned who have the necessary ability and qualifications, the said temporary vacancy shall be posted for five (5) full working days at other locations.
- i) Employees regularly employed at other locations who wish to be considered for the position may then signify their desire by making written application in accordance with the provisions of the posting.
- ii) When the ability and qualifications of more than one such applicant for the posted temporary vacancy are relatively equal, seniority shall be used as a determining factor.
- c) The vacancy resulting from the placing of the successful applicant in the posted temporary vacancy as well as any further vacancies created as a result thereof, may be filled by the Board without posting.
- d) It is understood and agreed that the successful applicant for a posted temporary vacancy shall have the right to return to the position held at the time the employee responded to the posting, provided however that nothing herein shall be read as restricting the Board' s right to lay-off or reduce staff in accordance with the other provisions of this agreement.

ARTICLE X - JOB POSTING (Continued)

- 10.08 Bargaining unit members will not be involved in the decision making for job postings involving other bargaining unit members.
- 10.09 An employee who is promoted to a position at a higher Level of the Salary Schedule, shall be paid at the lowest Step which provides at least an 8% increase in pay.
- 10.10 Employees promoted to 'acting' positions in a higher rated classification or in a higher classification level shall be placed at the experience step at which they realize at least an 8% increase in pay, in accordance with Article 10.09. Such employees shall progress to the six (6) month, twelve (12) month, and twenty-four (24) month rates, if they work continuously in the 'acting' assignment for the requisite period of time.
- 10.11 An employee, subject to their agreement, may be temporarily transferred within the bargaining unit for up to twenty (20) working days or longer provided that the Union receives notification from Human Resources in advance.

This Article 10.11 does not supersede the requirements of the job posting provisions of the Collective Agreement.

ARTICLE XI - PROBATIONARY PERIOD

11.01 A newly hired person is considered to be on probation for a period of six (6) calendar months after the date of his/her commencement of employment with the Board. During this period he/she is not a seniority employee. Notwithstanding the provisions of Article VI, the Union acknowledges that it is the right of the Board to demote, suspend with or without pay, discharge or otherwise discipline a probationary employee for any reason at the sole discretion of the Board subject to Article 24.01 and the right of a probationary employee to grieve any discipline or discharge for strike or lockout related misconduct. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance.

## ARTICLE XII - SENIORITY

- 12.01 The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Board.
- 12.02 A newly hired person will be on probation and will not have any seniority standing until after he/she has completed his/her probationary period as outlined in Article XI. After this probationary period he/she will then be considered a seniority employee and his/her seniority will date back to the date of hiring. Notwithstanding the provisions of Article VI, the Union acknowledges that it is the right of the Board to demote, suspend with or without pay, discharge or otherwise discipline a probationary employee for any reason at the sole discretion of the Board subject to Article 24.01 and the right of a probationary employee to grieve any discipline or discharge for strike or lockout related misconduct. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee nor shall the dismissal or discipline be the subject of a grievance.
- 12.03 Seniority as referred to in this Agreement shall mean the length of continuous service in the employ of the Board or its predecessors, in a position now included in this bargaining unit or the bargaining unit represented by C.U.P.E. and its Local 2544. However, employees employed under the Local 2544 collective agreement shall have no seniority rights under this agreement unless and until they become employed in this bargaining unit.
- 12.04 Seniority lists will be supplied to each location on November 1<sup>st</sup> of each year. One list will be in order of starting date of employment with the Board and a second seniority list will show all employees in alphabetical order.



ARTICLE XII - SENIORITY (Continued)

- 12.05 a) When the Board determines to lay-off or recall employees on the seniority list set out in Article 12.04, the seniority of employees shall be the determining factor except: (a) in cases of lay-off which include personnel who have been trained in particular job functions which remain a job requirement, such personnel will not be laid off unless more senior members of the bargaining unit who would otherwise be laid off, are fully capable of carrying out the special functions; (b) in cases of recall where the work which becomes available is of a special nature, the most senior member of the bargaining unit on the lay-off list capable of carrying out the special function will be recalled.
- b) When the Board determines to lay-off or recall employees, the following procedure will apply:

## Regulations

- i) This procedure does not apply to employees on lay-off related to normal school vacation periods (i.e. Christmas, mid-winter and summer).
- ii) An employee may only “bump” or be recalled to a position when, in the judgement of the Board, that employee has the skill and ability to successfully perform in the identified position.
- iii) Where the terms “Seniority” or “least senior” are used, it indicates Regional Seniority.

ARTICLE XII - SENIORITY (Continued)

- 12.05 b) iv) Head Secretaries and Superintendents' Secretaries will be considered "protected" by location, and, therefore, the last employee(s) to be declared surplus. Notwithstanding the above, Head Secretaries and Superintendents' Secretaries may be bumped in accordance with Step 9 or 10.
- v) Probationary employees will be laid off before seniority employees. Probationary employees do not have bumping rights and will not be included in a lay-off/recall list.
- vi) For the purpose of this Article, an employee shall be deemed to be laid off from his/her position and thus entitled to exercise the bumping rights described below if:
- a) the employee's normal weekly scheduled hours are reduced from more than twenty-five (25) hours per week to twenty-five (25) hours or less per week, it being understood that any other reduction in hours (that is, any reduction not crossing the said threshold) shall not be considered to be a lay-off and shall not give rise to any bumping or recall rights; or
  - b) the employee is identified as excess to a position or location.

Lay-off Procedure

Step 1

Human Resources will determine the number of full-time equivalent positions identified to be declared surplus.

Step 2

By Regional Seniority, Human Resources will determine those employees who are Surplus to Region.

ARTICLE XII - SENIORITY (Continued)

12.05 b) Lay-off Procedure (continued)

Step 3

The Director of Human Resources Support Services, or designate, will notify the Union, Supervisors and the affected employees, in writing, of all lay-offs and the effective dates.

Step 4

Employees declared Surplus to Region will be advised of their lay-off/recall rights under the Collective Agreement by Human Resources.

Step 5

Human Resources will determine employees who are Excess to Location or who have had a Reduction in Hours sufficient to constitute a lay-off in accordance with Article 12.05 b) vi) a).

Step 6

Excess employees or employees affected by a reduction in hours will be advised of their rights under their Collective Agreement by Human Resources.

ARTICLE XII - SENIORITY (Continued)12.05 b) Lay-off Procedure (continued)Step 7

Positions which become vacant due to Surplus to Region declarations will be integrated into the bumping process. For purpose of the bumping process only, these positions will be deemed to be positions held by the "least senior employee" in their respective job levels as that phrase is used in Steps 9 through 11. If these positions are not filled through the bumping process, they may be filled in accordance with Article X. Employees who are declared Surplus to Region will not be allowed to apply for postings created under Article X but will be eligible for recall in accordance with the recall provisions of the Collective Agreement.

Step 8

Employees who are laid off in accordance with Article 12.05 b) vi) will have the opportunity to apply for Article X postings.

Step 9

Employees who are laid off in accordance with Article 12.05 b) vi) and who have not posted into an alternative position may bump the least senior employee in the same job level. Notwithstanding the foregoing, an employee laid off in accordance with Article 12.05 b) vi) a) will have the opportunity to bump the least senior full-time employee in the same job level or at a lower job level. Full-time employees who are laid off in accordance with Article 12.05 b) vi) a) and who exercise their seniority to bump a part-time employee may only do so when it results in their gaining additional hours of work per week.

ARTICLE XII - SENIORITY (Continued)

12.05 b) Lay-off Procedure (continued)

Part-time employees who are eligible to exercise their seniority rights in accordance with this Article may only exercise those rights to bump other part-time employees occupying positions with the same number of hours per week or less.

Step 10

The least senior employee in the job level may ' bump' the least senior employee at the next lowest job level, and so on through the various levels.

Step 11

Human Resources will identify the employee(s) who may be bumped based on seniority and the laid off employee' s capability to successfully perform in the identified position.

Step 12

Employees identified as being Excess to Location pursuant to Step 5 or employees bumped out of their positions have the right to choose lay-off rather than exercise their bumping rights.

Step 13

A Lay-off List (in seniority order) will be prepared of those staff declared surplus as well as any Excess employees who voluntarily chose lay-off.

## ARTICLE XII - SENIORITY (Continued)

### 12.05 b) Recall Procedures

#### Step 1

Human Resources will recall employees on the basis of seniority and ability to perform in the vacant position. A vacant position is considered one which has been posted and for which no suitable, qualified candidate has been successful. Notification will be made, in writing, by the Human Resources Services Department, in accordance with Article 12.08 of the Collective Agreement.

#### Step 2

Employees will be recalled only to positions at or below their job level. If a job goes ' external' and is at a higher level than any of the employees on the Lay-off List, then employees on the Lay-off List will be considered for any position which they are qualified to perform.

#### Step 3

If an employee chooses not to accept the vacant position, that employee is considered to have waived their right to recall confirming their termination of employment from the Board.

#### Step 4

If the employee' s recall rights under the Collective Agreement expire and the employee has not been successful in obtaining a position, written notice of termination will be given by the Director of Human Resources Support Services or designate.

ARTICLE XII - SENIORITY (Continued)12.05 b) Recall Procedures (continued)Step 5

The Human Resources Services Department will keep Supervisors and the Union informed regarding:

- a) Who is affected by lay-off and the effective date.
- b) Who is affected by the “ bump” of another employee and the effective date.
- c) Who is being recalled to open positions and the effective date.

12.06 In accordance with Article 12.05, employees who are laid off because of lack of work will be retained on the seniority list for a period equal to their seniority at the time of lay-off, but in no event to exceed twenty-four (24) months. During that period they will be subject to recall if suitable work becomes available which they are qualified to perform.

12.07 In the event the Board shall combine, condense or consolidate any of its operations, the Board of Education, Human Resources Services Department agrees to discuss seniority rights, recourse, etc. with the Union and employees of Local 1628 that are declared excess to a particular school, field office or department before excess to area or termination letters are delivered to those affected.

12.08 Recall to work shall be by registered letter or telegram addressed to the last address recorded by the employee with the Board. It shall be the duty of the employee to notify the Board promptly of any change of address. Should an employee fail to do this, the Board shall not be responsible for failure of a notice sent by registered mail to reach such employee. An employee who is recalled to work must signify his/her intention to return within five (5) working days after a notice of recall has been sent out and must return within a further five (5) working days or forfeit his/her right to recall.

ARTICLE XII - SENIORITY (Continued)

- 12.09 Seniority previously accumulated will be lost and the employee's service deemed terminated whenever an employee:
- a) voluntarily leaves the employ of the Board;
  - b) is discharged and is not reinstated through the grievance or arbitration procedure;
  - c) is absent from work without permission and without a reasonable explanation;
  - d) fails to return to work upon termination of an authorized leave of absence, unless excused by the Board, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
  - e) retires.
- 12.10 For an employee who is hired or transferred into a position which is not included in either this bargaining unit or the bargaining unit represented by C.U.P.E. and its Local 2544, seniority shall not accumulate while the employee is in such external position. However, such employee shall retain his/her full seniority accumulated while in a position within C.U.P.E. Local 2544 or 1628, pursuant to Articles 12.03 and 12.04.
- 12.11 Notwithstanding the provisions of paragraphs 12.05 a) and 12.06, the Union President, Treasurer and Chief Steward shall continue to work in the event of a lay-off or shall be the last to be laid off and the first to be recalled.
- 12.12 No individual shall be dismissed or have his/her hours reduced due to technological change.



### ARTICLE XIII - HOURS OF WORK AND OVERTIME

- 13.01 Employees shall normally work seven (7) hours per day, Monday to Friday, thirty-five (35) hours per week. Starting and quitting time shall be determined by the immediate supervisor in accordance with the supervisor' s requirements.
- 13.02 Employees shall normally receive an unpaid lunch of one (1) hour each day. A fifteen (15) minute rest period will be scheduled in each half of a standard working day. The schedule of lunch and rest periods will be determined by the appropriate supervisor in accordance with the supervisor' s requirements.
- 13.03 Approved overtime will be paid at the rate of time and one-half (1-1/2) the employee' s regular rate in the following circumstances:
- a) after working seven (7) hours in a day;
  - b) for work performed on Saturday.
- 13.04 Authorized overtime will be paid at the rate of double the employee' s regular rate in the following circumstances:
- a) all work on Sunday;
  - b) all work performed on a Statutory Holiday (in addition to payment for the holiday).
- 13.05 Employees who are scheduled to work less than a seven (7) hour day and who are required to work longer than their scheduled hours on a regular working day shall be paid at the rate of straight time for the hours so worked up to and including seven (7) hours in the working day as set out in Section 13.01.
- 13.06 Employees shall qualify for the greatest available overtime payment but in no case shall there be payment under more than one of the overtime provisions or any pyramiding of overtime.
- 13.07 In lieu of overtime pay, full-time employees may choose compensating time off at the existing overtime rate and may accumulate up to a maximum of thirty-five (35) hours (1 week @ 35 hours) per school year. Such compensating time off would be scheduled by the appropriate supervisor.

ARTICLE XIV - SICK LEAVE

- 14.01 Employees will be entitled to accumulate sick leave at the rate of two (2) working days per month of service. At no time, however, shall such sick leave exceed the maximum of 320 days.
- 14.02 Conditions of sick leave shall be as per Board Policy.
- 14.03 The amount of sick leave accrued to his/her credit will be shown on the employee' s pay stub.
- 14.04 In case of injury which is covered by the Workplace Safety and Insurance Board, the Board will ensure that employees suffer no loss in take home pay while receiving Worker' s Compensation benefits.

## ARTICLE XV - LEAVES OF ABSENCE

- 15.01 Leave of absence without pay and without loss of seniority may be granted to properly elected delegates to Union conventions subject to permission being requested in writing at least ten (10) working days in advance of the proposed leave and subject to no more than a maximum of one (1) employee from a section or department being granted such leave at any one time, and subject to a maximum of thirty (30) days of such leave in total for the Union in each Collective Agreement year. Such permission shall not be unreasonably withheld.
- 15.02 All other leaves shall be in accordance with Board Policy. The Board will not amend the policy in such a way that the number and duration of the leaves of absence for this bargaining unit are reduced during the term of this Agreement.
- 15.03 Union Leaves of Absence
- If, at some future time, the duties of the President and/or other executive officer of the Union become full-time positions, they shall be allowed Leaves of Absence for the duration of their term of Office. This leave shall be without loss of seniority. At the end of the leave the employee shall have the right to return to his/her former position and location.
- 15.04 An employee who is not on any other leave of absence or lay-off shall be entitled to two (2) days leave with pay for:
- a) paternity leave at the time of birth of a son or daughter;
  - b) adoption leave at the time of adoption.

ARTICLE XV - LEAVES OF ABSENCE (Continued)

15.05 a) An employee granted a Pregnancy Leave or Parental Leave in accordance with the provisions of the Employment Standards Act pursuant to the Board' s Leaves Policy, which commences on or after July 1, 1990 shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved S.E.B. Plan for the 2 week waiting period under E.I.C. at a weekly rate equal to 60% of the employee' s weekly insurable earnings under E.I.C., provided that the employee

- i) is eligible for pregnancy or parental leave benefits under E.I.C. laws and regulations; and
- ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.C.  
(As further clarification, the weekly supplementary benefit for the 2 week waiting period shall be equal to the weekly benefit received by the employee from E.I.C. during such leave.)

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

- b) The pay and benefits provided for in Article 15.04, 15.05, and 16.06 shall be the only entitlements for pay and benefits of employees on Pregnancy Leave or Parental Leave.

15.06 A compassionate leave of absence without loss of income or deduction from sick leave credits may be granted for up to five (5) days, subject to the approval of the appropriate Board official.

ARTICLE XVI - FRINGE BENEFITS

16.01 The Board agrees to contribute for all full-time seniority employees covered by this Agreement one hundred percent (100%) of the premiums for the Ontario Health Insurance Plan, the Group Life Insurance Plan, the Extended Health Benefit Plan (including vision and hearing) and the Dental Plan.

Board contributions for part-time employees will be pro-rated in proportion to the number of hours worked.

A change in carrier by the Board will not result in diminished overall benefits.

16.02 The Ontario Municipal Employees' Retirement System contributions shall continue for eligible employees.

16.03 The Board' s contribution for those employees who work less than 1820 hours shall be based on a factor of hours worked over 1820:

$$\frac{(\text{hours worked})}{( 1820 )}$$

Hours worked shall include vacation, holiday, paid leaves of absence or absence for which sick leave is deducted.

16.04 Upon retirement from the Board, an employee with 10 or more years of continuous service with the Board or its predecessors may elect to continue to participate in any Fringe Benefit Plans in which he/she is enrolled, until the employee reaches the age of 65. The retired employee shall assume the full cost of the premiums for such Plans.

ARTICLE XVI - FRINGE BENEFITS (Continued)

16.05 The Board shall administer a Long Term Disability Plan provided that:

- a) any such plan conforms to the requirements of the Board's insurer;
- b) the necessary level of employee participation is ensured;
- c) the employees assume 100% of the premium cost, which shall include an administration fee of not more than 5% of the premiums, which shall be paid to the Board.

16.06 Effective July 1, 1989 the Board shall continue its normal premium contributions for any plan under Article 16 in which the employee participates, excluding Long Term Disability, during the statutory period of an approved Pregnancy or Parental Leave.

ARTICLE XVII - RETIREMENT ALLOWANCE

- 17.01 Each employee on staff, as of the date of signing of this Agreement, is eligible for a retirement gratuity after ten (10) years continuous service with the Board. The gratuity is paid to an employee who has attained the age of sixty (60) years or who is eligible for retirement under O.M.E.R.S. After ten (10) years continuous service, the gratuity will be twenty percent (20%) of the current salary. The gratuity will increase two percent (2%) per year of service up to a maximum of fifty percent (50%).
- 17.02 Article 17.01 shall not apply to employees hired after October 12, 1978.
- 17.03 In the case of an employee who is on an unpaid medical leave of absence at the time of retirement and who is otherwise eligible for a gratuity under Article 17.01 and 17.02, "current salary" shall be deemed to mean the salary in effect at the time the employee was last actively employed, and "year of service" shall be deemed to exclude the said unpaid medical leave of absence.

## ARTICLE XVIII - VACATIONS

18.01 Full-time employees (ten and twelve month) shall earn annual vacation with pay in accordance with the following schedule:

- a) Employees with less than eight (8) full years of continuous service with the Board shall accrue 1.25 days of vacation for each complete month of service during the year, effective commencing in the first month of service.
- b) Employees with eight (8) or more but less than nineteen (19) full years of continuous service with the Board shall accrue 1.67 days of vacation for each complete month of service during the year, effective commencing on the eighth anniversary date.
- c) Employees with nineteen (19) or more but less than twenty-five (25) full years of continuous service with the Board shall accrue 2.08 days of vacation for each complete month of service during the year, effective commencing on the nineteenth anniversary date.
- d) Employees with twenty-five (25) or more full years of continuous service with the Board shall accrue 2.50 days of vacation for each complete month of service during the year, effective commencing on the twenty-fifth anniversary date.

18.02 a) Vacation pay shall be calculated on the basis of the employee's standard work week and day at the applicable regular hourly rate of pay.

- b) Part-time employees (twelve month) shall earn vacation credits on a pro-rata basis, in the exact proportion that their regular weekly part-time assignment bears to 35 hours.
- c) Employees on unpaid absence in excess of twenty (20) days of work during the calendar year shall receive vacation pay based on a pro-rata proportion of full vacation.



ARTICLE XVIII - VACATIONS (Continued)

18.03 Ten month part-time employees will receive vacation pay of 6, 8, 10 or 12% of their gross annual earnings at the conclusion of the school year based on the following schedule:

26 or more years continuous service	12%
20 to 25 years continuous service	10%
9 to 19 years continuous service	8%
1 to 8 years continuous service	6%
Less than 1 year continuous service	6%

18.04 Should a pay date fall during a full-time employee' s scheduled vacation, the employee may have the option of receiving payment for that pay date immediately prior to taking such vacation leave provided the Payroll Department has been given at least four (4) weeks prior notice of the employee' s scheduled vacation.

18.05 Vacation may be granted to all employees during the school year with the approval of the immediate supervisor.

18.06 Employees are entitled to utilize vacation credits as earned and not in advance, at such time as may be approved by the immediate supervisor.

18.07 A year for the purpose of this Article shall be defined as a twelve month period commencing and ending on the employee' s anniversary of being hired.

18.08 An employee whose employment is terminated at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Should an employee die, his/her estate will be credited with the value of vacation credits owing him/her.

## ARTICLE XIX - PAID HOLIDAYS

19.01 The paid holidays recognized by the Board for full-time employees are as undernoted:

New Year' s Day	Labour Day
Heritage Day (if proclaimed as a statutory holiday and is a school holiday)	Thanksgiving Day Remembrance Day (if declared a school holiday or if a day in lieu of is declared a school holiday by the Board)
Good Friday	
Easter Monday	
Victoria Day	
Canada Day	Christmas Day
Civic Holiday	Boxing Day

plus any additional day or days allotted to the staff as a whole. Those full-time employees who are employed on a school year basis shall not receive payment for Civic Holiday.

19.02 Part-time employees will be entitled to the following holidays:

Heritage Day (if proclaimed as a statutory holiday and is a school holiday)	Remembrance Day (if declared a school holiday or if a day in lieu of is declared a school holiday by the Board)
Victoria Day	
Labour Day	
Thanksgiving Day	Good Friday
Christmas Day	Easter Monday
Boxing Day	Canada Day
New Year' s Day	

ARTICLE XIX - PAID HOLIDAYS (Continued)

- 19.03 In order to qualify for paid holidays the employee must work his/her full scheduled work period immediately preceding and following the holiday, be on authorized vacation during this period, or be on authorized paid leave.
- 19.04 In the event that one of the said holidays should fall or be observed during an employee' s vacation period, he/she will be granted an additional day' s vacation for each such holiday in addition to his/her regular vacation time. It is understood and agreed that whenever any of the above-listed holidays, with the exception of Remembrance Day, falls on a Saturday or a Sunday, the Board shall designate some other day as a day off with pay.

ARTICLE XX - HEALTH AND SAFETY

- 20.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and with such promotion of safety and health as is deemed necessary.
- 20.02 Safety equipment required by the Ministry of Labour or the Board shall be supplied by the Board and must be used or worn where and when conditions demand.
- 20.03 Whereas the Board and the Union recognize their obligations under the Occupational Health and Safety Act and are parties to an agreement entitled "Guidelines for the Structure and Function of the CUPE Joint Occupational Health and Safety Committee", the Board and the Union agree to continue to participate in a Joint Health and Safety Committee.

ARTICLE XXI - SALARIES

21.01 The direct deposit payroll method will apply to bargaining unit employees.

21.02 The Board agrees to pay and the Union agrees to accept, for the term of this Agreement, the rates of pay for the salary levels outlined in Schedule "A". Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

## ARTICLE XXII - GENERAL

- 22.01 In the event that the Board shall combine or separate any of its operations or functions on a regional or provincial level, the Board agrees to discuss the retention of seniority rights for all employees with the new employer.
- 22.02 Copies of this Agreement in a mutually agreed format will be issued to all employees. New employees will be given a copy of the contract on their date of hire by the Board. The cost of printing will be shared equally by the Board and the Union.
- 22.03 The Board shall notify the Union of all appeals and results of appeals regarding job evaluations, promotions, demotions, hirings, transfers, recalls, resignations, retirements, deaths, lay-offs, leaves of absence, or other terminations of employment, provided however that failure by the Board to do so shall not nullify or affect the validity of any such Board action.
- 22.04 The Union shall be provided semi-annually, or as mutually agreed, with a mailing list of Union members' addresses and names excluding those of any such members who have not given the Board permission to distribute such information.
- 22.05 The Union shall be provided on a monthly basis with a list of the names of active supply secretaries, whether or not they are on assignment at the time the list is provided.
- 22.06 The Board and the Union hereby confirm their agreement to participate in a joint committee on training, during the term of this Collective Agreement, expiring August 31, 2004. The mandate of the committee shall be to review the needs of the employees in the bargaining unit and the needs of the Board with respect to the training of such employees. The committee shall make recommendations to the Board.

The committee shall consist of three (3) representatives of the Union and shall have such resources and assistants as may be agreed to be necessary. The committee shall be established within thirty (30) days of ratification of the Collective Agreement and thereafter shall meet every two (2) months or as otherwise mutually agreed.

ARTICLE XXII – GENERAL (Continued)

22.07 Personnel Files

An employee shall have reasonable access to review his/her personnel file, in the presence of an appropriate member of the Human Resources Department.

An employee may make a copy of any material contained in his/her personnel file.

An employee may request the removal of documents of a disciplinary nature from his/her personnel file. Such request shall be made in writing to the Director of Human Resources Support Services who shall review the request and render a decision in his or her sole discretion.

22.08 The Board shall provide all newly hired employees with such information regarding the Union as the Board and the Union may agree is appropriate.

ARTICLE XXIII - PART-TIME EMPLOYEES ADDITIONAL HOURS LIST

- 23.01 The Board shall maintain a "Part-Time Employee Additional Hours List" . The said List shall contain the names of those employees in the bargaining unit who indicate in writing to the Co-ordinator of Employee Relations or designate the desire to work additional hours. The List shall include the employee' s name, telephone number, classification and present location.
- 23.02 Part-time bargaining unit employees who make a request in accordance with paragraph 23.01 shall be included on the said List in order of seniority, regardless of when their request is made. Employees who have the same seniority date shall be listed in alphabetical order.
- 23.03 At the time an employee requests inclusion on the said List, the employee must select, from amongst the geographic areas designated as available by the Board, one or more geographic areas within which the employee wishes to accept additional assignments. Such employees shall then be placed on the sub-list for such designated geographic areas. Notwithstanding the employee' s selection of a particular geographic area or areas, the Board may request an employee to work in another geographic area if required. Refusal to accept assignments outside the employee' s designated geographic area will not jeopardize placement on the List.
- 23.04 It is the responsibility of each employee to notify the Co-ordinator of Employee Relations or designate of the Board, in writing, of any change of address or change of telephone number needed to contact the employee regarding additional assignments.



ARTICLE XXIII - PART-TIME EMPLOYEES ADDITIONAL HOURS LIST  
(Continued)

- 23.05 a) A part-time employee whose name has been included on the said List and who does not accept any additional hours assignment for a period of one complete academic year, shall be deemed to be removed from the List.
- b) An employee who is included on the List and who, because of illness, maternity or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for assignment, shall be retained on the List in an inactive status during the period of such unavailability for the remainder of the school year, provided that such employee must make himself/herself available for assignments during the school year following the commencement of the period of unavailability in order to be retained on the List. An employee becoming unavailable for such reasons shall inform the appropriate office in the Human Resources Services Department of the date of commencement of, and return from, the period of unavailability.
- c) On or about November 1<sup>st</sup> of each year the Board shall provide the Union with a copy of the said List currently in effect. It is understood and agreed that the addresses and telephone numbers of any employees on the List who object to the release of such information shall be deleted from the copy of the List provided to the Union. Additions and deletions to/from the List will be provided to the Union on a monthly basis.

ARTICLE XXIV - NO DISCRIMINATION

24.01 Neither the Board, the Union nor the employees shall discriminate in their employment against any employee of the Board on any ground prohibited by the Ontario Human Rights Code or the Ontario Labour Relations Act.

24.02 The Board, the Union, and the employees recognize that an employee has the right to freedom from sexual harassment and any other form of harassment in the workplace prohibited by the Ontario Human Rights Code.

ARTICLE XXV - PROFESSIONAL DEVELOPMENT

25.01 There shall be a Professional Development Fund to which the Board shall contribute \$150 per year, per full-time equivalent active employee in this bargaining unit effective July 1, of each year. These funds shall be utilized for professional development activities approved by the Director of Human Resources Support Services.

ARTICLE XXVI – JOINT MODIFIED WORK COMMITTEE

- 26.01 a) The parties agree to establish a Joint Modified Work Committee consisting of the employee, one member selected or appointed by the local Union, the employee's Supervisor or designate together with the Board's W.S.I.B. Claims Officer or designate, who shall act as the Committee Chair.
- b) The Board and the Union agree to work cooperatively to accommodate ill or injured employees in accordance with the Workplace Safety and Insurance Act, and the Ontario Human Rights Code.
- c) The Committee shall meet at such times as may be mutually agreed. All such authorized time spent in Committee meetings shall be in accordance with Article 4.02.

ARTICLE XXVII - DURATION AND TERMINATION

- 27.01 This Agreement shall continue in effect from September 1, 2003 to August 31, 2004 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other, in writing, not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 27.02 In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) days following notification of amendment as provided in the preceding paragraph or any longer period which may be mutually suitable.
- 27.03 This Agreement contains all the terms and conditions agreed upon by the Board and the Union and during the term of the Agreement, neither will be required to negotiate on any further matter affecting these terms and conditions or on any further subject not included in this Agreement.

This Collective Agreement

Signed at Mississauga this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

FOR THE BOARD

FOR THE UNION

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SCHEDULE "A"PEEL DISTRICT SCHOOL BOARDC.U.P.E. LOCAL 1628  
SALARY SCHEDULEEFFECTIVE SEPTEMBER 1, 2003Twelve (12) Month Schedule

<u>LEVEL</u>	<u>STEP 1 (Basic)</u>	<u>STEP 2 (6 Month)</u>	<u>STEP 3 (12 Month)</u>	<u>STEP 4 (24 Month)</u>
1	25,311 (486.75) 97.35 13.91	26,577 (511.10) 102.22 14.60	27,906 (536.65) 107.33 15.33	29,301 (563.48) 112.70 16.10
2	27,336 (525.69) 105.14 15.02	28,703 (551.98) 110.40 15.77	30,138 (579.58) 115.92 16.56	31,645 (608.56) 121.71 17.39
3	29,524 (567.77) 113.55 16.22	31,000 (596.15) 119.23 17.03	32,550 (625.96) 125.19 17.88	34,177 (657.25) 131.45 18.78
4	31,885 (613.17) 122.63 17.52	33,479 (643.83) 128.77 18.40	35,153 (676.02) 135.20 19.31	36,911 (709.83) 141.97 20.28
5	34,436 (662.23) 132.45 18.92	36,158 (695.35) 139.07 19.87	37,966 (730.12) 146.02 20.86	39,864 (766.62) 153.32 21.90
6	37,190 (715.19) 143.04 20.43	39,050 (750.96) 150.19 21.46	41,003 (788.52) 157.70 22.53	43,053 (827.94) 165.59 23.66
7	40,166 (772.42) 154.48 22.07	42,174 (811.04) 162.21 23.17	44,283 (851.60) 170.32 24.33	46,497 (894.17) 178.83 25.55

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

SALARY SCHEDULE NOTATION PAGE 56



SCHEDULE "A"PEEL DISTRICT SCHOOL BOARDC.U.P.E. LOCAL 1628  
SALARY SCHEDULEEFFECTIVE FEBRUARY 15, 2004Twelve (12) Month Schedule

<u>LEVEL</u>	<u>STEP 1 (Basic)</u>	<u>STEP 2 (6 Month)</u>	<u>STEP 3 (12 Month)</u>	<u>STEP 4 (24 Month)</u>
1	25,412 (488.69) 97.74 13.96	26,683 (513.13) 102.63 14.66	28,017 (538.79) 107.76 15.39	29,418 (565.73) 113.15 16.16
2	27,445 (527.79) 105.56 15.08	28,817 (554.17) 110.83 15.83	30,258 (581.88) 116.38 16.63	31,771 (610.98) 122.20 17.46
3	29,641 (570.02) 114.00 16.29	31,123 (598.52) 119.70 17.10	32,679 (628.44) 125.69 17.96	34,313 (659.87) 131.97 18.85
4	32,011 (615.60) 123.12 17.59	33,612 (646.38) 129.28 18.47	35,293 (678.71) 135.74 19.39	37,058 (712.65) 142.53 20.36
5	34,573 (664.87) 132.97 19.00	36,302 (698.12) 139.62 19.95	38,117 (733.02) 146.60 20.94	40,023 (769.67) 153.93 21.99
6	37,340 (718.08) 143.62 20.52	39,207 (753.98) 150.80 21.54	41,167 (791.67) 158.33 22.62	43,225 (831.25) 166.25 23.75
7	40,327 (775.52) 155.10 22.16	42,343 (814.29) 162.86 23.27	44,460 (855.00) 171.00 24.43	46,683 (897.75) 179.55 25.65

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

SALARY SCHEDULE NOTATION PAGE 56

SCHEDULE "A"PEEL DISTRICT SCHOOL BOARDC.U.P.E. LOCAL 1628  
SALARY SCHEDULEEFFECTIVE APRIL 1, 2004Twelve (12) Month Schedule

<u>LEVEL</u>	<u>STEP 1 (Basic)</u>	<u>STEP 2 (6 Month)</u>	<u>STEP 3 (12 Month)</u>	<u>STEP 4 (24 Month)</u>
1	25,590 (492.12) 98.42 14.06	26,870 (516.73) 103.35 14.76	28,214 (542.58) 108.52 15.50	29,625 (569.71) 113.94 16.28
2	27,638 (531.50) 106.30 15.19	29,020 (558.08) 111.62 15.95	30,471 (585.98) 117.20 16.74	31,995 (615.29) 123.06 17.58
3	29,850 (574.04) 114.81 16.40	31,343 (602.75) 120.55 17.22	32,910 (632.88) 126.58 18.08	34,555 (664.52) 132.90 18.99
4	32,238 (619.96) 123.99 17.71	33,850 (650.96) 130.19 18.60	35,542 (683.50) 136.70 19.53	37,319 (717.67) 143.53 20.50
5	34,816 (669.54) 133.91 19.13	36,557 (703.02) 140.60 20.09	38,385 (738.17) 147.63 21.09	40,304 (775.08) 155.02 22.15
6	37,601 (723.10) 144.62 20.66	39,481 (759.25) 151.85 21.69	41,455 (797.21) 159.44 22.78	43,528 (837.08) 167.42 23.92
7	40,609 (780.94) 156.19 22.31	42,639 (819.98) 164.00 23.43	44,771 (860.98) 172.20 24.60	47,010 (904.04) 180.81 25.83

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

SALARY SCHEDULE NOTATION PAGE 56

SCHEDULE "A"PEEL DISTRICT SCHOOL BOARDC.U.P.E. LOCAL 1628  
SALARY SCHEDULEEFFECTIVE AUGUST 31, 2004Twelve (12) Month Schedule

<u>LEVEL</u>	<u>STEP 1 (Basic)</u>	<u>STEP 2 (6 Month)</u>	<u>STEP 3 (12 Month)</u>	<u>STEP 4 (24 Month)</u>
1	25,705 (494.33) 98.87 14.12	26,990 (519.04) 103.81 14.83	28,340 (545.00) 109.00 15.57	29,757 (572.25) 114.45 16.35
2	27,762 (533.88) 106.78 15.25	29,150 (560.58) 112.12 16.02	30,608 (588.62) 117.72 16.82	32,138 (618.04) 123.61 17.66
3	29,983 (576.60) 115.32 16.47	31,482 (605.42) 121.08 17.30	33,056 (635.69) 127.14 18.16	34,709 (667.48) 133.50 19.07
4	32,382 (622.73) 124.55 17.79	34,001 (653.87) 130.77 18.68	35,701 (686.56) 137.31 19.62	37,486 (720.88) 144.18 20.60
5	34,972 (672.54) 134.51 19.22	36,721 (706.17) 141.23 20.18	38,557 (741.48) 148.30 21.19	40,485 (778.56) 155.71 22.24
6	37,770 (726.35) 145.27 20.75	39,659 (762.67) 152.53 21.79	41,642 (800.81) 160.16 22.88	43,724 (840.85) 168.17 24.02
7	40,791 (784.44) 156.89 22.41	42,831 (823.67) 164.73 23.53	44,973 (864.87) 172.97 24.71	47,222 (908.12) 181.62 25.95

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

SALARY SCHEDULE NOTATION PAGE 56

## SALARY SCHEDULE NOTATION

### 1. TEMPORARY EMPLOYEES

' Temporary employees' or ' temporary personnel' as defined in Article 1.06 shall be paid according to the following schedule during the first fifteen (15) continuous days worked.

September 1, 2003	\$13.91/hr.
February 15, 2004	\$13.96/hr.
April 1, 2004	\$14.06/hr.
August 31, 2004	\$14.12/hr.

Such employees shall be paid at the Step 1 - Start rate for the applicable Level upon completion of fifteen (15) continuous days worked in the temporary assignment, and such higher rate of pay shall then apply retroactively to the first day of the temporary assignment. Such employees shall progress to the six (6) month, twelve (12) month, and twenty-four (24) month rates, if they work continuously in the temporary assignment for the requisite period of time. This provision applies equally to regular part-time employees who accept a temporary, supplementary assignment in a school or department other than the employee' s regular school or department. Such employee' s regular rate of pay shall apply if they accept a temporary, supplementary assignment in their own school or department.

### 2. ASSISTANT HEAD SECRETARY, SECONDARY - ALLOWANCE

Secretaries designated by a principal as Assistant Head Secretary - Secondary shall be paid an allowance of \$1,800 per year, over and above the rate paid them pursuant to the salary schedule. Unless there are extenuating circumstances, the Assistant Head Secretary will assume the role of " Acting Head Secretary" in the absence of the Head Secretary.

Supplemental Employment Benefit (SEB) Plan for  
the Peel District School Board

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1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leave in accordance with the provisions of the Employment Standards Act.
2. The following groups of employees are covered by the plan:

Members of C.U.P.E. Local 1628

3. The other requirements imposed by the employer for the receipt or the non-receipt of the SEB are:
  - (i) An employee must be eligible to receive pregnancy or parental benefits from E.I.C.
  - (ii) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period. An employee employed on a ten-month basis will not be supplemented for any week during the waiting period which falls during the months of July and/or August.
4. Employees must apply for employment insurance benefits before SEB becomes payable.
5. Employees disentitled or disqualified from receiving E.I. benefits are not eligible for SEB. A SEB payment shall be made only when it has been verified that the employee has applied and qualified for E.I. benefits.
6. Employees do not have the right to SEB payments except for supplementation of E.I.C. benefits for the unemployment period as specified in the plan.



Supplemental Employment Benefits (SEB) Plan (Continued)

7. The benefit level paid under this plan is set at a weekly rate equal to 60% of the employee's weekly insurable earnings under E.I.C. It is understood that in any week, the total amount of SEB, employment insurance gross benefits and any other earnings received by employees will not exceed 95% of the employee's normal weekly earnings.
8. The maximum number of weeks for which SEB is payable is for the two week waiting period.
9. Payments in respect of annual salary or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payment received under the SEB plan.
10. The duration of the plan is from September 1, 2003 until August 31, 2004.

## LETTERS OF INTENT

- 1) This will confirm the Board' s intention to provide a copy of its Leaves Policy to all bargaining unit members when a change is made, and to new hires.
- 2) It is understood that the Board will continue to provide any benefits which are superior to those contained in the collective agreement, which it currently provides to incumbent employees affected in the Human Resources Services Department, so long as they remain in the affected position held on July 1, 1989. The current incumbent is:

Diane Skinner

- 3) It is understood that the Board will continue to provide any benefits which are superior to those contained in the collective agreement, which it currently provides to incumbent employees affected in the Human Resources Support Services Department, so long as they remain in the affected position held on February 4, 2004. The current incumbents are:

Linda Chlon  
Beverley Wilson  
Dorothy Woods  
Tiana Rose

### LETTER OF INTENT

At recent collective bargaining negotiations, concerns were raised with respect to the job posting process. The parties agreed to discuss these concerns at the Labour/Management Committee with a view to develop guidelines to be used in the job posting process.

LETTER OF INTENT

Re: School Budget Procedures

At recent collective bargaining negotiations, the Union raised concerns with respect to school budget procedures. The parties agreed to refer these issues to the Labour/Management Committee.

LETTER OF INTENT

Re: Streamlining Committee – Secretarial/Clerical Resources, Workload and Overtime

In recent collective bargaining negotiations, the parties discussed issues regarding secretarial/clerical resources, workload, and overtime. The parties agreed to establish a committee comprised of six (6) representatives of the Board and six (6) representatives of the Union plus appropriate resources to review these issues with a view to streamlining processes and procedures to create greater efficiencies and cost savings.

The Committee shall meet within thirty (30) days of the date of ratification of this Agreement and shall meet on a monthly basis or more frequently, if required.

The Committee will report its findings to the Board and the Union.

LETTER OF INTENT

Re: Information

During recent collective bargaining negotiations, the parties discussed issues with respect to the flow of information to the Union and the use of technology to enhance the notification process to members of the bargaining unit.

The parties agreed to refer these issues to the President and Chief Steward of the Union, and the Manager of Employee Relations & HRIS and the Coordinator of Support Staff Services for discussion.

LETTER OF INTENT

Re: Lay-Off Procedure

During recent collective bargaining negotiations, the parties discussed issues with respect to timelines for notification of excess to location during the Spring staffing process.

The parties agreed to refer these issues to the President and Chief Steward of the Union, and the Manager of Employee Relations & HRIS and the Coordinator of Support Staff Services to establish timelines for notification to occur as early as possible.

LETTER OF UNDERSTANDING

Re: Lay-off and Recall Procedures

During recent collective bargaining negotiations, issues were raised regarding the current lay-off and recall procedures.

The parties agreed to refer these issues to the Labour/Management Committee.



LETTER OF UNDERSTANDING

Re: Supply Secretaries

At recent collective bargaining negotiations, the issue of supply secretaries was discussed. When a supply secretary is required by the Board, the following process will be used while secretaries are on the recall list.

1. Part-time staff will be considered first to do supply work at their own location.
2. Other than the above circumstances, any supply work will first be offered to secretarial staff on the recall list.
3. If no one is available from the recall list, locations will be advised to contact staff on the Permanent Part-time list. This list contains the names of permanent part-time secretarial staff who are looking for additional work.
4. If no one is available from this Permanent Part-time list, then the Casual Supply list may be used to obtain temporary help.
5. Upon the expiration of recall rights and the termination of their employment, individuals may apply to the Board to be added to the Casual Supply list and upon application shall be added to the list.
6. In order to be eligible for work under this Letter of Understanding, employees or individuals on the Casual Supply list must be qualified to perform the work available.

## LETTER OF UNDERSTANDING

### Re: Additional Hours

When there is a need for additional hours to be worked, the following process will be used:

1. Part-time staff will be considered first to do supply work at their own location.
2. Other than the above circumstances, any supply work will first be offered to secretarial staff on the recall list.
3. If no one is available from the recall list, locations will be advised to contact staff on the Permanent Part-time list. This list contains the names of permanent part-time secretarial staff who are looking for additional work.
4. If no one is available from this Permanent Part-time list, and if it's either July or August, locations must call the Human Resources Department to see if any full-time ten-month staff have requested additional summer hours.
5. If no one is available from any of the above categories, the Casual Supply list may be used to obtain temporary help.
6. Upon the expiration of recall rights and the termination of their employment, individuals may apply to the board to be added to the Casual Supply list and upon application shall be added to the list.
7. In order to be eligible for work under this Letter of Understanding, employees or individuals on the Casual Supply list must be qualified to perform the work available.







LETTER OF UNDERSTANDING

During recent collective bargaining negotiations, the parties agreed as follows:

1. The parties agreed that the current incumbent in the position of Secretary to the Controller of Learning Technologies Support Services, Catherine Car, shall remain a member of C.U.P.E. Local 1628. Any future incumbents in this position shall be excluded from the Union in accordance with Article 3.01.
2. The parties agreed that for the Christmas Shutdown period make-up time shall be in accordance with Article 13.03 and 13.07.

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