

COLLECTIVE AGREEMENT

BETWEEN

THE UPPER CANADA DISTRICT SCHOOL BOARD
(HEREIN CALLED "THE BOARD" OR "THE EMPLOYER")



AND

The CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5678
(HEREIN CALLED "THE UNION")



SEPTEMBER 1, 2008
TO
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ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both parties to this Collective Agreement:

To maintain and improve the harmonious relations and to settle conditions of employment between the Employer and the Union;

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services;

To encourage efficiency in operation;

To promote the morale and well-being of all the Employees in the bargaining unit of the Union;

And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and accepts that it is the exclusive right and function of the Employer to administer and manage any and all of the affairs of the Employer without reservation, except as specifically limited by the Collective Agreement and the administration of such right shall not be inconsistent with this Collective Agreement.

ARTICLE 3 - RECOGNITION

3.01 The Upper Canada District School Board (herein called "the Board" or "the Employer") recognizes the Canadian Union of Public Employees and its Local 5678 (herein called "the Union") as the sole and exclusive bargaining agent for all Employees of the Upper Canada District School Board, save and except Supervisors and persons above the rank of Supervisor, Teachers as defined in the Education Act, Human Resources personnel, Executive Assistants and Secretaries to the Superintendents, the Director of Education, and the Board Professional Student Services personnel.

3.02 Correspondence

All correspondence between the Parties relating to implementation, application and interpretation of this Collective Agreement shall pass to and from the Office of Human Resources on behalf of the Employer, and the President of the Union on behalf of the Union.

3.03 Whenever the singular or masculine is used in this Agreement, it shall be considered as though the plural or feminine has been used.

3.04 Definitions

Employee – a person employed in a position coming within the scope of the Bargaining Unit as defined in Article 3.01.

a) Permanent Employee – an Employee who has obtained a full-time or part-time permanent position and working the hours of work as defined in Article 15, Hours of Work and Work Year.

b) Permanent Part-time Employee – an Employee who has obtained a permanent part-time position and who is regularly scheduled to work less than full-time hours for his/her job classification.

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- c) Permanent Full-time Employee – an Employee who has obtained a permanent full-time position and who regularly works the full-time hours of work per week for his/her job classification.
 - d) Probationary Employee – an Employee who is employed in a full-time or part-time permanent position who has not completed the probationary period as defined in Article 12.05.
 - e) Temporary Employee - an Employee who is employed:
 - i) to replace a permanent Employee who is on an authorized leave of absence, with a pre-determined start and end date or return date coincident upon the return of the permanent Employee; or
 - ii) to handle a temporary increase in work load, or a specific project which is anticipated or reasonably expected to be no longer than sixty (60) working days of continuous service; and provided no permanent or probationary Employee who is qualified to perform the temporary work is on layoff; or
 - iii) to carry out specific projects which are funded outside of the Grants for Student Needs (GSN's) provided by the Ministry of Education with a predetermined start and end date.

During the course of employment a temporary Employee shall be paid as defined in Article 23. Unless otherwise specified in the Collective Agreement or provided by law, no other provisions of this Agreement shall be applicable to a temporary Employee.

- f) Casual Employee- an Employee who is employed on a daily or day-to-day basis as needed to replace an absent Employee. A Casual Employee shall be paid as defined in Article 23. No other provisions of the Collective Agreement shall be applicable to a casual Employee except as otherwise provided by law.
- g) Surplus Employee – a permanent full-time or part-time Employee who has exercised his/her rights as per Article 14 and has been unable to secure permanent employment with the Employer.

Note: A surplus Employee shall be paid as defined in Article 23. The provisions of the Collective Agreement applicable to a surplus Employee are as defined in Article 14.06.

3.05 **Positions**

- a) Permanent full-time position – a position established by the Employer and coming within the scope of this Collective Agreement.
- b) Permanent part-time position - a position established by the Employer and coming within the scope of this Collective Agreement.

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- c) Temporary position – a temporary position resulting from:
- i) a leave of absence of a full or part-time Employee with a predetermined start and end date; or, a return date coincident on the return of the permanent Employee; or,
 - ii) to handle a temporary increase in workload; or, specific project(s) which is anticipated or reasonably expected to be no longer than sixty (60) working days; or,
 - iii) to carry out specific projects which are funded outside of the Grants for Student Needs (GSN's) provided by the Ministry of Education with a predetermined start and end date.

Note: When a permanent part-time or full-time Employee fills a temporary position he/she will have the right of return to his/her regular position at the end of the temporary assignment.

3.06 Supervisor

The person one reports to or his/her designate as identified on the job description.

ARTICLE 4 - NO DISCRIMINATION

4.01 In addition to the grounds protected by the Human Rights Code of Ontario, the Parties agree that they will not discriminate against, interfere with, restrict or coerce any Employee with respect to any matter for any reason.

4.02 The Employer recognizes the right of Employees to be treated fairly in a workplace free of personal and sexual harassment.

ARTICLE 5 - UNION SECURITY

5.01 Members

Any Employee who is a member, becomes a member, or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership.

A new Employee who is not a member of the Union signatory to this Agreement shall join the Union on the first (1st) day of employment.

5.02 Union Dues

- a) The Employer shall deduct Union dues and assessments for every pay period and for each Employee. Dues and assessments deducted in accordance with this Article shall be forwarded to the Secretary Treasurer of the local Union no later than the fifteenth of the month following the month on which the deductions were made. The Union shall inform the Employer, from time to time, of the amount of such dues and assessments.
- b) The dues and assessments remittance should include: the Employee's name, job code, total earnings for the period, total hours worked, hourly rate, along with total dues deducted from all Employees and total wages paid to all Employees.
- c) No later than October 31 of each year, the Employer shall provide the Union with the home address and telephone number and work location of each member of the Bargaining Unit.

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- d) The Union shall indemnify and save harmless the Employer from any and all claims arising from the deduction of dues and assessments.

ARTICLE 6 - INFORMATION TO EMPLOYEES

6.01 Each member of the bargaining unit shall be provided with access to the Collective Agreement via the Board's internal website, INSITE. Each member may print a copy from said website at the Employer's expense. At the point of hire each new Employee shall receive a copy of the current Collective Agreement.

ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS

7.01 Representation

The Union will provide the Employer with the names and positions of the individuals authorized to represent the Union; likewise, the Employer shall advise the Union in writing of the names of those individuals authorized to represent the Employer.

- a) In order to provide an expeditious process for settling grievance claims, the Employer acknowledges the right of the Union to appoint up to twenty (20) Stewards/Chief Stewards whose duties shall be to assist an Employee in preparing and presenting a claim;
- b) Except with the prior approval of his/her immediate Supervisor, which shall not be unreasonably withheld, a Union Representative shall not perform his/her duties during regularly scheduled work hours;
- c) Where approval to leave work to perform his/her duties as a Union Representative has been granted, the Union Representative shall promptly attend to the processing of the claim.

7.02 Representatives of the Canadian Union of Public Employees

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

7.03 Negotiating Committee

In negotiations for a new or renewal Collective Agreement, each of the parties shall be represented by a committee of not more than nine (9), exclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions which may be made from time to time.

When meetings with the Employer's Negotiating Committee are held during regular working hours of an Employee who is a member of the Union Negotiating Committee, such Employee shall be released from his/her work assignment without loss of pay or any other benefits under the collective agreement. Time spent in negotiations shall be considered time worked exclusive of any overtime provisions.

7.04 Labour Management Committee

The Employer and the Union will each appoint five (5) representatives to serve on a Labour Management Committee. The purpose of the meeting is to discuss matters arising out of relations between the parties, other than matters which are to be dealt with under Grievance and Arbitration. The meeting dates for the year will be established prior to September 30th of each school year. Notwithstanding, a written request for an

additional meeting may be sent to the other party, setting out the matters to be discussed.

The meeting shall be held between the Parties within five (5) working days of the receipt of the request. The committee shall have no power to alter the terms and conditions of this collective agreement.

ARTICLE 8 - BOARD POLICIES AND PROCEDURES

8.01 The Employer agrees not to implement any new policies or procedures which affect the status or working conditions of any Employee coming within the scope of this Agreement, except upon thirty (30) working days notice, provided on the Board's website, in order to permit the Union to make representation to the Employer.

8.02 From time to time the Union may be invited to participate on Employer committee(s), separate and distinct from those as required by law. Such Union participation does not confer any approval in whole or in part on behalf of the Union and/or its membership, of any final report(s) of said committee.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The parties to this Agreement are agreed that it is of the utmost importance to resolve complaints and grievances as quickly as possible.

9.02 **Definitions:**

- a) a grievance shall be defined as a difference of opinion between the parties concerning the interpretation, application, administration or alleged violation of this Collective Agreement; including whether or not a matter is arbitrable;
- b) an individual grievance is one lodged by an Employee through the Union, which has application only to him/her;
- c) a group grievance is one lodged by the Union, on behalf of more than one Employee arising out of the same circumstances;
- d) a policy grievance is one which arises out of the Collective Agreement and is not included under (b) or (c) hereof. A policy grievance shall be lodged by the Union;
- e) for the purposes of this Article, "days" shall mean working days.

9.03 Each grievance shall be in writing and shall contain the following:

- a) a description of the factual circumstances alleged to constitute a violation of the Collective Agreement;
- b) specific reference to the Collective Agreement provisions allegedly violated; and
- c) the nature of the relief sought.

Correspondence related to a grievance shall be between the Employer and the Chair of the Grievance Committee with a copy to the President of the Union.

No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

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- 9.04 No grievance shall be considered to exist where the event or circumstances on which it is based occurred more than sixty (60) days prior to filing with the Employer or the Union as the case may be; thereafter, the timelines of the grievance steps are directory only.

Step 1

An individual grievance shall be submitted to the Manager of Human Resources Operations or designate, who shall reply in writing within ten (10) working days of its receipt. The Union must advise the Employer, in writing, of its desire to proceed to the next step of the grievance process.

Step 2 - Grievance Committee

Group grievance or policy grievances shall commence at Step 2.

The grievance committee of the Employer and the Union shall meet to consider the claim within ten (10) working days of receipt of notice from the Union. It is the expectation that the grievor(s) will be in attendance; such time spent will be considered time worked with no loss of pay. Following the grievance committee meeting, the party being grieved shall respond in writing within five (5) working days of the meeting. Failing response or settlement, then:

Step 3

The Employer or the Union may refer the claim to arbitration within ten (10) working days of receipt of the response in Step 2 hereof.

An Employer grievance shall commence at Step 2 and the provisions of Article 9.04 shall be interpreted in context.

Timelines may be extended if mutually agreed in writing.

- 9.05 Written supplementary agreements, understandings or undertakings shall be subject to the grievance and arbitration procedures.

ARTICLE 10 - ARBITRATION PROCEDURE

- 10.01 In the event the grievance process has been fully complied with and the matter remains unresolved, the following procedure shall be available to the Parties.

- 10.02 Within five (5) working days after receipt of the notification from the Union or the Employer, the parties may mutually select a sole arbitrator or each appoint a nominee to an Arbitration Board, and shall advise the other party of its selection within five (5) working days.

In the event that the parties are unable to agree to a sole Arbitrator, either party can apply to the Minister of Labour or designate for the appointment of a sole Arbitrator pursuant to Section 48 of the Labour Relations Act.

- 10.03 In the event that the parties mutually agree that the grievance should be heard by a tripartite Board of Arbitration, each party shall appoint its nominee within five (5) working days of their agreement to proceed in this fashion.

The two (2) nominees shall attempt to agree upon a chairperson and, if they cannot agree within a further fifteen (15) days, the Minister of Labour, Ontario, may be asked to appoint.

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- 10.04 Each of the parties shall bear the expenses of its nominee, and the parties shall share equally the fee and expense of the Chairperson or single Arbitrator.
 - 10.05 The decision of the single Arbitrator or of the majority of the Arbitration Board or, in the absence of a majority, decision of the Chairperson shall be final and binding.
 - 10.06 The arbitrator or arbitration panel shall not have any power to alter, vary, modify or substitute any of the provisions of this Collective Agreement.
 - 10.07 Witness - At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee(s) concerned as a witness and any other witness, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11 - DISCIPLINE

- 11.01 Except in circumstances requiring the imposition of immediate discipline, the Employee shall have the right to consult with a Steward and to have him/her present in any interview with supervisory personnel relating to a proposed disciplinary action provided that no unreasonable delay is occasioned thereby. In normal circumstances, the Supervisor of the affected Employee shall provide at least twenty-four (24) hours advance notice of the time, date, and location of the interview.
- 11.02
 - a) A grievance by an Employee who has completed the probationary period alleging that he/she has been discharged or suspended without just cause shall be commenced at Step 2 of the grievance procedure.
 - b) A grievance by an Employee who has not completed the probationary period, alleging that he/she has been discharged or suspended without just cause shall be commenced at Step 2 of the grievance procedure and should such grievance proceed to arbitration, the parties acknowledge that a lesser standard of just cause shall be applicable than would apply to the discharge or suspension of an Employee who has completed the probationary period.
- 11.03 The record of a disciplinary action against an Employee shall remain on the Employee's personnel file for a period of fifteen (15) months from the date of its filing. Providing there has been no further disciplinary action with respect to that Employee within that period of time:
 - a) his/her record shall not be used against him/her in any employment related matter;
 - b) upon written request from the Employee, provided it meets the conditions of the collective agreement, this record of a disciplinary action will be removed from the Employee's personnel file.

ARTICLE 12 - SENIORITY

- 12.01 Seniority is defined as the length of continuous service in the employ of the Employer or its predecessor Boards, calculated from the most recent date at which work commenced.
- 12.02 Effective September 1, 2006:
- a) For newly hired Employees, seniority is defined as the length of continuous service at which work commenced in a Bargaining Unit position;
 - b) Employees hired prior to September 1, 2006 will have their seniority and service grand parented as per Article 12.01;
 - c) The common seniority date for all Literacy Basic Skills (LBS) Instructors, who were in the employ of the Upper Canada District School Board up to and including September 1, 1999 and continuously thereafter, shall be September 1, 1999. Thereafter, seniority shall accumulate as per Article 12.01 and 12.02(b).
 - d) English Language Learners (ELL) Instructors and Language Instructors for New Canadians (LINC):
 - i) For those permanent full-time ELL and LINC Employees, who were in the employ of the UCDSB, and who were paying CUPE union dues up to and including September 1, 2005, the common seniority date shall be September 1, 2005. Each Employee shall be ranked on the seniority list by recognizing their continuous length of service with the UCDSB and/or a predecessor board;
 - ii) For those permanent full-time ELL and LINC Employees, who were in the employ of the UCDSB, and who were not paying CUPE union dues up to and including September 1, 2005, their seniority shall commence on the date of the union's ratification of the Memorandum of Settlement, September 9, 2006. Each Employee shall be ranked on the seniority list by recognizing their continuous length of service with the UCDSB and/or a predecessor board.
- 12.03 Seniority shall operate on a bargaining unit wide basis.
- 12.04 Seniority shall be used as a factor in lateral transfers, promotion, demotion, and lay-off of Employees as set out in other provisions of this Collective Agreement.
- 12.05 A newly hired Employee or a temporary Employee upon hiring into a permanent full-time or part-time position shall be a probationary Employee for a period which includes six (6) consecutive months of work in the position, exclusive of periods of time in which the Employee is not scheduled to work as per Article 15. During this period the Employee will have no seniority rights. Upon successful completion of the probationary period, the seniority of an Employee shall date back to the original date of which work commenced.
- 12.06 The Employer shall post and update monthly, a seniority list, ranking in order from greatest to least the seniority of all members of the Union including name, seniority date and ranking, job classification, FTE, and location, on INSITE. In the event that it is necessary to break ties in seniority ranking, such ties shall be broken by a random number process, in the presence of a Union representative. Any dispute with respect to

the seniority list shall be reported to the Manager of Human Resources Operations or designate within thirty (30) working days of its posting.

- 12.07
- a) Continuous service will not be interrupted as a result of any approved leave of absence authorized in accordance with this Agreement or other applicable labour statutes.
 - b) Where an Employee is not scheduled to work during the Christmas break period, the March break period or during the summer months, such periods shall not constitute an interruption of continuous service for seniority purposes.
- 12.08 Seniority shall cease, and employment shall terminate:
- a) if the Employee is discharged, and the discharge is not reversed through the Grievance and Arbitration Procedure; or
 - b) if the Employee resigns, in writing, and does not withdraw such resignation, in writing, within twenty-four (24) hours; or
 - c) if the Employee has been absent without leave, unless a reason acceptable to the Employer is given; or
 - d) if the Employee overstays an authorized leave of absence, unless a reason acceptable to the Employer is given; or
 - e) if the Employee retires; or
 - f) after twenty-six (26) consecutive months of layoff or surplus to the needs of the Employer; or
 - g) on promotion or transfer to a permanent position not included in the bargaining unit after a period of three (3) months; or
 - h) on promotion or transfer to a temporary position not included in the bargaining unit after a period of twelve (12) consecutive months of work in the temporary position.
- 12.09 Persons hired as casual or temporary Employees shall not acquire any seniority credits for such service except when Article 12.05 applies.

ARTICLE 13 - VACANCIES AND JOB POSTING

13.01 Job Postings

When the Employer determines that a vacancy exists, when a new position is created, when a temporary vacancy exists or is newly created the Employer shall post an electronic notice of the vacancy describing the criteria for selection for the position. Such notice shall be posted within ten (10) working days of the known vacancy and remain posted for at least five (5) consecutive working days, excluding the day of the posting.

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- 13.02 An electronic job posting shall show the following:
- a) job classification
 - b) location (including town or city)
 - c) hourly rate of pay
 - d) specific hours of work
 - e) job summary
 - f) anticipated starting date
 - g) status (full time, part-time, permanent, temporary)
 - h) qualifications, skills, experience per the job description
 - i) instructions on application procedure
 - j) posting and closing dates
- 13.03 Applicants must possess the qualifications at the time the application is made.
- 13.04 In filling a vacancy, the position shall be awarded within twenty (20) working days of the closing date of the posting; thirty (30) working days of the closing date of the posting during the summer months, to the most senior applicant within the bargaining unit meeting the requirements of the job description.
- 13.05 **Lateral Transfer**
Where the senior qualified applicant above, is currently in the same job classification the appointment shall be made without any interview or testing.
- 13.06 **Different Job Classification**
Where permanent employee applicants are equal in qualifications and skills, the most senior applicant will be appointed. An interview and/or testing may be required to assess qualifications and skills as per the job description.
- 13.07 **Increases in time at same work location**
Increases in hours, less than 0.25 FTE, in the same job classification at the same location will be awarded by qualifications and seniority.
- 13.08 Temporary Employees in the bargaining unit will be given due consideration after all permanent Employee applicants have been considered.
- 13.09 No new Employee shall be employed until such time as all Employees from within the bargaining unit who meet the requirements of the posting and who apply have been considered for the vacancy.
- 13.10 **Notification to the Union**
The Union shall be notified electronically bi-weekly of all appointments and staff changes within the bargaining unit.
- 13.11 **Trial period**
Where the successful applicant for a higher rated position is currently an Employee he/she shall be on a trial period for thirty (30) days actively at work. If either the Employer or the Employee determines it necessary during the trial period, the Employee shall be returned to his/her former position without loss of the former wage rate or seniority.

13.12 The parties agree that the following shall apply, in order to clarify the duties of the following classifications: Head Custodian, Secondary and Elementary Office Administrator, Media Centre Administrator, TR Leger Team Leader (LINC/ELL/LBS/IS), Maintenance Team Leader, Senior Technologist, Accounting Analyst. These classifications may be involved as a member of a hiring team and may be required to provide information as to the performance of Employees under his/her leadership responsibility, to his/her appropriate Supervisor. These classifications will not be required to make decisions with respect to the hiring, evaluation, discipline or dismissal of an Employee. The above shall apply to new classifications of a similar nature.

13.13 **Educational Assistant Staffing**

The Employer and the Union recognize that to best meet the needs of students while respecting the seniority rights and right to equitable treatment of all its Employees in regard to the filling of vacancies, relocation and layoff, that it is necessary for some additional procedures for Educational Assistants.

Except for those outlined below, all other provisions of the Collective Agreement shall apply to Educational Assistants.

a) Annual Staffing Process

A joint committee hereinafter referred to as the "Educational Assistant Committee" shall oversee the placement of Educational Assistants into positions during the Annual Staffing Process and will review the Exceptional Educational Assistant positions as described in the Letter of Understanding.

The Educational Assistant Committee will consist of two (2) representatives of each of the Union and the Employer. Each Party will appoint their own representatives. Either Party shall have the right to have additional resource persons attend at their discretion.

- 1) In May of each year, all Educational Assistants shall be deemed unassigned from their current position.
- 2) All vacancies shall be posted electronically as stated in Article 13.02. Descriptions of positions shall be available for Educational Assistants. Only Educational Assistants will access vacancies electronically and identify, in order of preference, positions for which they are interested.
- 3) Educational Assistants will be placed based upon seniority and qualifications.
- 4) A second round of vacancies will be posted if vacancies still exist. All vacancies shall be posted electronically as stated in Article 13.02. Descriptions of positions shall be available for Educational Assistants. Only Educational Assistants will access vacancies electronically and identify, in order of preference, positions for which they are interested.
- 5) At the end of the assignment round(s), any Educational Assistant without a position will be declared surplus and provided options as per Article 14.04. The bumping process will be completed by the end of the school year.

b) Vacancies Arising after the Annual Staffing Process

Educational Assistant vacancies that arise after the end of the Annual Staffing Process and up to the start of the next school year will be filled in accordance with Article 13.

c) Vacancies Arising after the Start of the School Year

Educational Assistant vacancies that arise after the start of the school year will be filled through the posting process as per Article 13, subject to the following:

Educational Assistants may only apply for vacancies if there are positions for which they are qualified which have a greater number of hours designated than the Employee's current position.

Accordingly, Educational Assistants may only secure an available position if it will result in an increase in hours.

When an Educational Assistant in a temporary assignment is the successful applicant to a permanent Educational Assistant position, he/she will be deemed to be permanent within his/her current assignment. The resulting vacancy will be staffed accordingly.

d) Surplus Educational Assistants

Surplus Educational Assistants will be offered casual work that is anticipated or reasonably expected to be up to sixty (60) working days of continuous service, in order of seniority and subject to qualifications, within the family of schools or adjacent family of schools of the Employee's most recent placement. It is expected that the Surplus Educational Assistant will maintain current, with the Employer, his/her availability and contact information.

e) Relocation

When it is necessary to relocate Educational Assistants to meet the changing needs of students throughout the school year, the following shall apply:

- 1) Dates for possible relocation will be the scheduled working day following Thanksgiving, the first school day after Christmas break and the scheduled working day following the March Break.
- 2) Prior to relocation, the Union shall be notified of the names, seniority, rank, and work locations of all Employees affected by relocation and will be provided with the description and list of all current Educational Assistant vacancies. Following relocation, the Union will be notified of the new assignments for relocated Educational Assistants as per Article 13.10.
- 3) The Student Support Services Department will assess school needs and determine where needs have increased or decreased. In the event that needs at a location have decreased, the least senior Educational Assistant at the location will be relocated.
- 4) Affected Employees will be notified of relocation and will be provided a description of all current vacancies, from which they may indicate preference, based on seniority and for which they are qualified.

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- 5) Not less than five (5) days subsequent to notification, the Employee will be asked to indicate his/her preference(s). He/she may choose a vacancy within 30kms, and/or beyond 30kms, of his/her home location. No Employee shall be required to choose a vacancy beyond 30kms of his/her home location. If an Employee is not placed into a selected vacancy, the Employee shall be relocated within 30kms of his/her home location if there exists a vacancy that meets his/her qualifications and entitlement.
 - 6) Affected Employees will be relocated into permanent positions matching their FTE and qualifications. If at the end of the relocation process, an Educational Assistant is without a permanent position, he/she will have access to rights under Article 14.04.
 - 7) Educational Assistants being relocated will be informed of their new assignment location. An Educational Assistant will begin his/her new assignment not less than five (5) days subsequent to being informed of their new location.
 - 8) Where an Educational Assistant is relocated to a new location to meet student needs, the Employee may choose his/her home location from the original location or the new location. The Employee will have not less than ten (10) working days to choose which location he/she opts to retain as his/her home location for the remainder of the school year.

ARTICLE 14 - LAYOFFS AND SURPLUS

14.01 The parties acknowledge as a general principle that job security increases in direct relation to the length of continuous service in the bargaining unit.

14.02 Layoff

- a) A layoff is defined as a reduction in the number of hours of work of a permanent Employee as defined in Article 15, or the elimination of a job class.
- b) The interruption of employment during the Christmas break, the March break or the Summer months for Employees who are regularly employed on a ten (10) month basis in accordance with the Employer's school year calendar and Article 15, does not constitute a lay-off under this Article.

14.03 Notice of Layoff

When it is necessary to lay-off Employees, the Employer shall provide the following working notice in writing or pay in lieu thereof which is the greater of that required by the Employment Standards Act or:

- a) if the Employee to be laid off has less than five (5) years of service - twenty (20) working days;
- b) if the Employee to be laid off has five (5) years of service or more, but less than ten (10) years of service - thirty (30) working days;
- c) if the Employee to be laid off has ten (10) years of service or more - sixty (60) calendar days.

14.04 Bumping Procedure

In the event that it becomes necessary, Employees shall be laid off in reverse order of seniority by worksite within the job classification assigned to those Employees. An Employee in receipt of a notice of layoff shall exercise his/her right to either of the following options in any order:

- a) accept the reduction in hours; or
- b) accept the layoff and be declared surplus; or
- c) displace the least senior Employee in the job classification, or job level or lower job level within:
 - i) a 30 kilometer radius of the current location of the Employee laid off; or
 - ii) a 70 kilometer radius of the current location of the Employee laid off; or
 - iii) the Board.

In no event can an Employee who has received a notice of layoff displace an Employee of greater seniority.

In all cases, an Employee who chooses to displace the least senior Employee must be currently qualified to perform the requirements of the position.

The displacement process shall not result in an increase in the Employee's classification or assigned hours or work year, nor shall it result in the splitting of positions.

A seniority list for displacement purposes will be made available to the Union which includes name, job classification, FTE, location, seniority date and ranking.

- 14.05** An Employee who is or may be affected by a lay-off under this article shall indicate in writing to the Employer his/her choice within five (5) working days of receiving notice of the lay-off. The notice shall be deemed by the Employer to have been received by the Employee either on the date the notice is hand delivered or two (2) working days following the date the registered mail is sent out. In all cases an Employee shall be provided with five (5) working days in which to reply.

14.06 Surplus

As defined in Article 3.04(g), a surplus Employee:

- a) shall be entitled to remain surplus and eligible for employment for a period of twenty-six (26) months from the effective date of layoff;
- b) is responsible for providing the Board with his/her most current contact information. It is understood that an Employee will be contacted via email at his/her UCDSB email address;
- c) must apply to vacancies as per Article 13 – Vacancies and Job Postings in order to be considered for positions;
- d) does not accrue vacation and sick leave credits;
- e) may choose to maintain the benefit plan at the sole expense of the Employee.

When an Employee who is surplus accepts a temporary position, his/her rights as a surplus Employee will not be affected.

14.07 Any grievance concerning lay-off shall be initiated at Step 2.

ARTICLE 15 - HOURS OF WORK AND WORK YEAR

15.01 The following provisions in this Article are intended to define the maximum hours for regularly scheduled hours of work for a full-time equivalent Employee in the noted job classification.

a) Facilities Operations, Courier Services

Five (5) consecutive days of eight (8) consecutive hours each, inclusive of a half (1/2) hour paid lunch. Monday to Friday inclusive, to be scheduled in accordance with the needs as determined by the Employer.

The work year shall be in accordance with the hours of work on a twelve (12) month basis.

Day Shift: The normal hours of work shall be scheduled between the hours of 5:00 a.m. and 6:00 p.m., inclusive of a half hour (1/2 hour) paid lunch.

Afternoon Shift: The normal hours of work shall be scheduled between the hours of 12:00 p.m. and 12:00 a.m., inclusive of a half hour (1/2 hour) paid lunch.

Note: Split Shift –Only Employees holding positions of Head Custodian IV may be scheduled in accordance with the Employer’s needs to a split shift. No split shift will be greater than (3) hours.

b) Secondary Schools, Administration and Regional Centres – Office, Clerical, Technical

Five (5) consecutive days of seven (7) hours each, from Monday to Friday inclusive, scheduled between 7:00 a.m. and 5:00 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one half (1/2) hour nor more than one (1) hour.

The work year shall be in accordance with the hours of work on a twelve (12) month basis as determined by the Employer’s approved school year calendar.

c) Elementary Schools – Office, Clerical, Technical

Five (5) consecutive days of seven (7) hours each, from Monday to Friday inclusive, scheduled between 7:00 a.m. and 5:00 p.m. daily, exclusive of an uninterrupted unpaid lunch period, not less than one half (1/2) hour nor more than one (1) hour.

The work year shall commence five (5) working days prior to the commencement of the school year and shall extend five (5) working days beyond the school year as determined by the Employer’s approved school year calendar.

d) School Support

i) Educational Assistant

Five (5) consecutive days of 6.5 hours each, from Monday to Friday inclusive, between the hours of 7:30 a.m. and 5:00 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

Effective September 1, 2011, hours of work will be subject to the Letter of Understanding regarding the Provincial Discussion Table (PDT) funding enhancement for 2011-2012.

The work year shall coincide with the school year as determined by the Employer's approved school year calendar.

ii) Itinerant Student Support Worker

Subject to the maximum of thirty-five (35) hours of work per week; five (5) consecutive days of 7 hours each, from Monday to Friday inclusive, scheduled between 7:30 a.m. and 5:00 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

The work year shall coincide with the school year as determined by the Employer's approved school year calendar.

iii) Speech and Language Assistant

Subject to the maximum of thirty-two and a half (32.5) hours of work per week; five (5) consecutive days of 6.5 hours each, from Monday to Friday inclusive, scheduled between 7:30 a.m. and 4:30 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

Effective September 1, 2011, hours of work will be subject to the Letter of Understanding regarding the Provincial Discussion Table (PDT) funding enhancement for 2011-2012.

The work year shall coincide with the school year as determined by the Employer's school year calendar.

iv) Classroom Assistant

Subject to the maximum of thirty (30) hours of work per week; five (5) consecutive days of 6 hours each, from Monday to Friday inclusive, scheduled between 7:30 a.m. and 4:30 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

The work year shall coincide with the school year as determined by the Employer's approved school year calendar.

v) Instructional Supervising Monitor

Subject to the maximum of thirty-five (35) hours of work per week; five (5) consecutive days of 7 hours each, from Monday to Friday inclusive, scheduled between 7:30 a.m. and 4:30 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

The work year shall coincide with the school year as determined by the Employer's approved school year calendar.

vi) ELL Instructors

Subject to the maximum of thirty (30) hours of work per week; five (5) consecutive days of 6 hours each, from Monday to Friday inclusive, scheduled between 7:30 a.m. and 4:30 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

The work year shall coincide with the school year as determined by the Employer's approved school year calendar.

e) T.R. Leger School of Adult, Alternative & Continuing Education

Subject to the maximum of thirty-five (35) hours of work per week, the number and scheduling of hours are as determined by the Employer, consistent with the particular assignment of the Employee as determined at the commencement of the assignment. Employees will be advised annually of their work year.

The work year shall be in accordance with the needs of the Employer.

- 15.02 Employees shall be allowed two (2) fifteen (15) minute rest periods in each normal full-time work day, one in the first half of the normal shift and the other in the second half, in a suitable area made available by the Employer.
- 15.03 Where the Employer requires an Employee to travel between work sites, as part of his/her regular assignment, such time spent traveling shall be considered part of the total work day.

15.04 Job Classifications

Each job listed in each job level is a distinct job classification.

Level	Classification included in Level	Article 15 Reference (Hours of Work and Work Year)
1	Laminating Assistant	b
2		
3	Duplicating Operator	b
	Receptionist	b, e
4	Transportation Clerk	b
5	Custodian	a
	Instructor	e
	Library Technician	c
	LINC Childminder	e
	ELL Instructor	d
	Media Centre Assistant	b
	Instructional Supervising Monitor	d
6	Accounts Payable Assistant	b
	Classroom Assistant	d
	Courier	a
	Instructional Assistant (PAL)	e
	Instructional Assistant (Work Exp)	e
	Instructor (ESL/LINC/LBS)	e
	Maintenance 2	a
	Payroll Assistant	b
	Systems Operator	b
	TR Leger Settlement Outreach Worker	e
	Purchasing Assistant	b
	LINC Lead Childminder	e
	Services Assistant	b
	Pension Assistant	b
7	Administrative Support Assistant	b
	SEA Administrative Support Assistant	b
	Elementary Office Assistant	c
	Secondary Office Assistant	b, e
	Accounting Assistant	b
	Technical Writer	b
	Technical Trainer	b
	TR Leger Settlement Centre Office Assistant	e
8	Building Systems Specialist 2	a
	Educational Assistant	d
	Head Custodian 3	a
	Social Skills Worker	d
	Transportation Route Planner	b
	ESL Researcher/Writer	e
	Media Centre Administrator	b
	TR Leger Team Leader (LINC/ESL/LBS/IS)	e
	School Support Assistant	b
	Instructional Assistant – Academic	e
9	Building Systems Specialist 1	a
	Building Information Co-ordinator	a

Level	Classification included in Level	Article 15 Reference (Hours of Work and Work Year)
	Elementary Office Administrator	c
	GIS Administrator	b
	Head Custodian 4	a
	Secondary Office Administrator	b
	Speech-Language Assistant	d
	Support Specialist – ITS	b
	Itinerant Student Support Worker	d
	Accounting Analyst	b
	Technologist	b
10	Head Custodian 2	a
	Maintenance 1	a
	Reports Auditor – Planning and Research	b
	Software Analyst	b
11	Boundary 2020 Coordinator	b
	Maintenance Team Leader	a
	Senior Technologist	b
12	Head Custodian 1	a

ARTICLE 16 - OVERTIME

- 16.01 Subject to the requirements of the Employer being satisfied, the overtime assignment of an Employee is on a voluntary basis. When an Employee has been authorized by his/her immediate Supervisor to work hours in excess of his/her normally scheduled working hours, the Employee shall be paid for such extra hours in accordance with the following schedule:
- a) extra hours up to the full-time equivalent hours per day or per week for the job classification of the Employee, the Employee's regular hourly rate of pay;
 - b) for hours per day or per week in excess of those mentioned in (a) above, one and one-half (1/2) times the Employee's regular hourly rate of pay;
 - c) when an Employee is not normally scheduled to work on a Saturday, all Saturday hours shall be paid at one and one half (1/2) times the Employee's regular hourly rate;
 - d) when an Employee is not normally scheduled to work on a Sunday, all Sunday hours shall be paid at two (2) times the Employee's regular hourly rate;
 - e) an Employee who works overtime on a paid holiday shall be paid at two (2) times the Employee's regular hourly rate; and in addition, shall receive a compensatory day off with pay;
 - f) the Employer shall make every reasonable effort to pay overtime to the Employee by the end of the pay period during which the Employee has submitted the necessary information.
 - g) Time off in Lieu
Annually, an Employee may earn lieu time to a maximum of the Employee's weekly FTE. An Employee may be eligible to bank time off in lieu at the appropriate overtime rate. Time off in lieu must be mutually agreed upon between the Supervisor and the Employee and shall be at no additional cost to the Employer. Lieu time balances must be depleted by August 31 of each year or remaining balances will be paid out.
- 16.02 Overtime shall be distributed on an equitable basis within a work location among the Employees who are willing and qualified to perform the work that is available.
- 16.03 If the Employee is called in because of an emergency, other than during the Employee's regular working hours, the Employee shall be paid for a minimum of three (3) hours. Payment for all such overtime must be authorized by the appropriate Supervisor.
- 16.04 Employees shall not be laid off during normal hours to equalize any overtime hours worked.
- 16.05 Payment to a regularly scheduled part-time Employee shall be at straight-time except that, when such an Employee works in excess of the normal hours of work for a full-time Employee in the same or equivalent position, the Employee must be paid for such excess at time-and-one half the Employee's regular hourly rate as defined in Article 16.01.

ARTICLE 17 - PAID HOLIDAYS

17.01 Paid Holidays

The following paid holidays will be granted with pay if they fall within the Employees' classification work year and will be scheduled in accordance with the Employer's school year calendar, in accordance with the provisions of this Article:

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

17.02 The following two (2) recognized holidays, Remembrance Day and January 2nd, are to be taken during the Christmas break period, as follows:

<u>2008</u> December 25 – Thursday T – 25 = Christmas Day F – 26 = Boxing Day M – 29 = Recognized Holiday T – 30 = Recognized Holiday W – 31 = Vacation or Float T – 1 Jan = New Year's Day	<u>2009</u> December 25 – Friday F – 25 = Christmas Day M - 28 = Boxing Day T - 29 = Recognized Holiday W – 30 = Recognized Holiday T – 31 = Vacation or Float F – 1 Jan = New Year's Day
<u>2010</u> December 25 – Saturday M - 27 = Christmas Day T - 28 = Boxing Day W – 29 = Recognized Holiday T – 30 = Recognized Holiday F – 31 = Vacation or Float M – 3 Jan = New Year's Day	<u>2011</u> December 25 – Sunday M - 26 = Christmas Day T - 27 = Boxing Day W – 28 = Recognized Holiday T – 29 = Recognized Holiday F – 30 = Vacation or Float M – 2 Jan = New Year's Day

17.03 Provided it is a scheduled work day for the Employee, the last half day on December 24 and December 31 will be granted with pay.

17.04 Float Day can be taken at the request of the Employee at his/her discretion, and one (1) week's notice is given in order to allow his/her Supervisor time to make suitable arrangements.

17.05 Should another statutory holiday be proclaimed by the Federal and/or Provincial Government and recognized by the Ministry of Education for the Province of Ontario as a school holiday it shall be considered for the purpose of this Agreement as a holiday with pay in addition to the days listed in 17.01 above.

17.06 Payment of such holidays shall be based on the Employee's regular hourly rate multiplied by the number of hours the Employee would normally have worked on such day. When any of the said holidays fall on other than a regular working day, the Employer may either designate some other day as the day upon which the said holiday will be celebrated, or pay the Employees who qualify for payment for the said holiday as though it has fallen on a regular working day, whichever the Employee prefers.

17.07 In order to be entitled to payment for a paid holiday, an Employee must have been scheduled to work and have worked the work day preceding the holiday and the work day following the holiday. However, an Employee's absence on either one or both of the

qualifying days due to certified illness or authorized leave of absence with pay, shall not disqualify the Employee from receiving holiday pay as provided herein. The Employer may require a medical certificate as proof of illness.

- 17.08 When any of the above noted holidays falls on an Employee's scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon between the Employee and the Employer.

ARTICLE 18 – VACATION

- 18.01 Employees shall be entitled to a vacation with pay for credited, active, continuous service prior to July 1 of the vacation year as follows:

CREDITED SERVICE	ENTITLEMENT
Less than one (1) year	One (1) day per month to a maximum of ten (10) days
One (1) year or more	Ten (10) days
Three (3) years or more	Fifteen (15) days
Six (6) years or more	Sixteen (16) days
Seven (7) years or more	Seventeen (17) days
Eight (8) years or more	Twenty (20) days
Eleven (11) years or more	Twenty-one (21) days
Thirteen (13) years or more	Twenty-two (22) days
Fifteen (15) years or more	Twenty-three (23) days
Seventeen (17) years or more	Twenty-four (24) days
Eighteen (18) years or more	Twenty-five (25) days
Twenty-one (21) years or more	Twenty-six (26) days
Twenty-two (22) years or more	Twenty-seven (27) days
Twenty-three (23) years or more	Twenty-eight (28) days
Twenty-four (24) years or more	Twenty-nine (29) days
Twenty-five (25) years or more	Thirty (30) days
After an Employee has completed thirty (30) years of service, they shall be entitled, for that year only, to thirty-five (35) days vacation.	

Notwithstanding the above, an Employee will continue to accumulate sick leave and vacation credit during the first 120 calendar day period that an Employee is off ill.

- 18.02 Literacy Basic Skills Instructors (LBS) shall receive vacation pay computed at 4% of the applicable wage rate and payable in each pay period for hours worked.

For those permanent full time ELL and LINC Employees, who were in the employ of the UCDSB up to and including September 1, 2005; all credited, active, service with the UCDSB and/or predecessor Board prior to September 1, 2005 shall be recognized for the purposes of establishing the number of vacation days entitlement.

18.03 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an Employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time to be scheduled by mutual Agreement between the Supervisor and Employee.

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- 18.04 Vacation schedules shall be confirmed in each work site within the first twenty (20) working days following approval of the Employer's school year calendar. When vacations are scheduled, the Board shall take into consideration the seniority of Employees.
- 18.05 An Employee terminating employment at any time who has unused vacation credits shall receive vacation pay equal to the amount of such unused credits at the date of termination.
- 18.06 Permanent part-time Employees working less than normal hours of work as defined in Article 15, Hours of Work and Work Year shall earn vacation credits on a pro rata basis in accordance with hours worked.
- 18.07 Employees who are not scheduled to work during Christmas and March Break shall use any unpaid days in those periods as vacation days with pay from their total vacation entitlement.
- 18.08 Any unused vacation entitlement for an Employee working on a ten month basis shall be computed as of June 30th in each year at the Employee's then hourly rate of pay and paid out on or after the next September 1st.
- An Employee working on a twelve month basis, entitled to sixteen (16) days vacation or more, shall be entitled to carry-over up to a maximum of five (5) vacation days and shall be taken within the following vacation year.
- 18.09 Educational Assistants shall not take vacation on instructional days for students.

ARTICLE 19 - SICK LEAVE

- 19.01 The Employer shall administer a sick leave plan and maintain a sick leave account for each Employee who is employed by the Employer.
- a) A permanent full-time equivalent Employee shall earn sick leave credits at the rate of two (2) days per month actively at work, pro-rated for part-time Employees;
 - b) Sick leave credits will be prorated by the proportion that an Employee's regular hours equate to normal full time hours;
 - c) Sick leave credits accumulated will be added to the account and sick days used thereafter will be deducted from the account;
 - d) Notwithstanding the above, an Employee will continue to accumulate sick leave and vacation credit during the first 120 calendar day period that an Employee is off ill;
 - e) Unused sick leave days may accumulate to a maximum of 280 days (see Appendix C, Letter of Understanding re: sick leave accumulation).
 - f) All ten (10) month Employees whose regular work year is as defined in Article 15.01(c), and are actively at work will earn one (1) day sick leave credit for the five (5) days worked prior to the commencement of the school year and the five (5) days worked beyond the school year.

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- 19.02 An Employee who previously has been employed by this Employer, a predecessor Board, another Board, or a municipality or local Board as defined in the Municipal Affairs Act, which operated or operates a cumulative sick leave plan, shall be credited with all sick leave credits accumulated therein whether or not there has been any intervening period of unemployment.
- 19.03 All Literacy Basic Skills (LBS) Instructors who were in the employ of the Upper Canada District School Board up to and including August 31, 2003 and continuously thereafter shall be entitled to accumulated sick leave credits in accordance with Article 19 as of September 1, 2003. Where pro-rating is required it shall be based on a full-time equivalent of thirty-five (35) hours per week.
- 19.04 Where the sick leave of an Employee becomes depleted during a month, the Employee shall continue to receive payment during the period of the Employee's illness until the Employee's accumulated sick leave is depleted.
- 19.05 When an Employee is absent from duty as the result of an accident for which compensation is being received by the Employee in accordance with the provisions of the Workplace Safety and Insurance Act, the Employer will supplement such compensation payments to the Employee to the full salary of the Employee, provided that such supplementary payments by the Employer will be charged pro-rata against the reserves of sick leave credits of the Employee and provided further that the Employer's obligation to supplement such compensation payments shall be ended when the reserve of sick leave of the Employee has been exhausted.
- 19.06 To the extent of the Employee's sick leave credits, that Employee shall be entitled to be absent without interruption of salary on account of his/her sickness. The Employer shall require certification by a physician or a licentiate of dental surgery to support absences related to sickness in excess of five (5) consecutive working days, failing which no salary shall be payable. Should the Employer require a certification for a period of absence of less than five (5) working days, the Employer shall pay the cost of obtaining such a certificate.
- 19.07 An Employee who does not have any sick leave credits or whose absence on account of sickness will deplete such credits shall be granted, on written request, a medical leave of absence without pay to the end of the year, if necessary. Nothing in this article prevents an Employee from requesting an extension of the medical leave of absence without pay for all or part of the following year.
- 19.08 Except as required by law or as otherwise provided in this Agreement, sick leave credits shall not accrue during any leave of absence, except as provided in 19.01(d).
- 19.09 An Employee shall be permitted to utilize accumulated sick leave credits for their own appointments with physicians and/or licentiates of dental surgery. It is understood that an Employee will make every reasonable effort to schedule such appointments outside the regular work day. When such an appointment requires the Employee to be absent for less than his/her scheduled work day, sick leave credits shall be deducted for each hour or part thereof for which the Employee is absent from work.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 For Union Business within CUPE Local 5678

- a) A leave of absence with continuation of salary, benefit and other entitlements under the Collective Agreement including seniority accumulation, shall be granted to an elected or appointed CUPE member to perform full-time or part-time duties as assigned by Local 5678 subject to written notice given to the Superintendent of Human Resources not later than December 1 in the school year preceding the leave identifying the Employee who will be on Union leave. The Employer shall invoice the Union for the full cost of salary and benefits for the Employee while on leave.
- b) Except in unforeseen circumstances, and upon notice by the Union at least ten (10) days in advance, release time shall be granted to Employees to carry out Union activities at the local level provided that:
 - i) the Union shall reimburse the Employer for the cost of the replacement time for the Union member on leave. No additional cost shall be incurred by the Employer as a result of the release time (e.g. overtime);
 - ii) no more than 250 days in total for release time for the calendar year are permitted;
 - iii) an Employee while on leave for Union business shall retain all rights and privileges of this Collective Agreement including seniority accumulation as if he/she was at work during the leave.

20.02 Election or Appointment to a position outside of CUPE Local 5678

An Employee who has been elected or appointed to a position or an office with the national or provincial Union, the CLC or an affiliate shall be granted a leave of absence for up to two (2) consecutive school years without salary, benefits or other entitlements, except that his/her seniority shall continue to accumulate for the two (2) year period and will cease to accumulate thereafter, and, provided written notice has been given to the Superintendent of Human Resources within five (5) days of the election or appointment. The Employer shall maintain benefits and other entitlements and invoice the national, provincial Union or the CLC or the affiliate for said cost.

20.03 An Employee shall be granted a leave of absence with continuation of salary, benefits and other entitlements in the following circumstances, provided the incident occurs during the Employee's regularly defined work year:

- a) Bereavement and/or matters relating to the death of:
 - i) a spouse, parent, child, or stepchild, brother or sister, ward, mother-in-law or father-in-law or step parent, a maximum of five (5) working days inclusive of burial and/or other matters related to the death at a later date;
 - ii) a brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-brother, step-sister, grandparent, grandchild or a person in loco parentis, a maximum of three (3) working days inclusive of burial and/or other matters related to the death at a later date;

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- iii) an aunt, uncle, niece, nephew, spouse's grandparents, or a close friend; a maximum of one (1) working day inclusive of burial and/or other matters related to the death.

Where the days are not attendant on or coincident with the death, the Employee shall request a leave, in writing, to their Supervisor at least forty-eight (48) hours prior to the leave.

- b) Illness in the family: for scheduled working days on which there is the serious illness of a spouse or child or parent or a combination thereof; up to a maximum of two (2) days.
- c) Jury duty: for scheduled working days on which the Employee is required to serve as a juror.
- d) Quarantine: for scheduled working days on which the Employee is subject to an order of quarantine as verified by the appropriate Medical Officer of Health.
- e) Witness: for scheduled working days on which the Employee is subject to a subpoena as a witness in court proceedings to which the Employee is not a party or an accused person and provided that the party who caused the subpoena to be issued confirms the days on which the Employee is to give testimony.
- f) Religious holiday: for scheduled working days that are attendant on and coincident with the observance by the Employee of his/her religion to a maximum of five (5) days in a year provided other reasonable accommodation is not available.
- g) Graduation: An Employee shall be entitled to one (1) paid day leave, per year, to attend the graduation ceremony from a post secondary institute of the Employee, his/her spouse or children.

20.04 At the discretion of the Superintendent of Human Resources or designate, extension of leaves may be approved for an Employee on terms and conditions as indicated in the written response to the request. The Employer shall provide a copy of all correspondence to the Union prior to approval.

20.05 **Family Medical Leave**

An Employee shall be entitled to a Family Medical Leave as described in, and in accordance with the eligibility conditions set out in the Employment Standards Act.

As per the Employment Standards Act, an Employee can take Family Medical Leave up to eight weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that twenty-six (26) week period, in accordance with section 49.1 of the Employment Standards Act.

The Employee must provide the Employer with a certificate from a qualified medical practitioner indicating that he/she has a family member with a serious medical condition with a significant risk of death occurring within that period of twenty-six (26) weeks.

20.06 **Personal Leave Days**

An Employee is entitled to two (2) personal leave days per school year for serious personal reasons. Except for unforeseen circumstances, the Employee shall inform the Supervisor at least twenty-four hours in advance.

20.07 Leave of absence from work of up to one (1) day with pay per calendar year shall be granted to allow an Employee to write an examination relevant to his/her employment or at a post-secondary level.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE

21.01 **Pregnancy Leave**

a) An Employee who is employed by the Employer for at least thirteen (13) weeks preceding the due date shall be granted pregnancy leave in accordance with the Ontario Employment Standards Act, as amended from time to time. Such leave will terminate, if the Employee is entitled to parental leave, seventeen (17) weeks from commencement of leave, or, if the Employee is not entitled to parental leave, on the later of seventeen (17) weeks after the pregnancy leave began, or six (6) weeks after date of delivery, still-birth or miscarriage.

b) An Employee may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Employer two (2) weeks written notice of her intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner stating that she is able to resume her work.

c) An Employee who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The Employee giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified medical practitioner stating the expected birth date.

21.02 The equivalent to a pregnancy leave, as described in the Employment Standards Act, shall be granted to an Employee who adopts a child. It is understood that in cases of adoption, the Employee may cease duty immediately when the child becomes available. The Employee shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.

21.03 **Parental Leave**

a) Subject to the provisions of the Employment Standards Act, an Employee who has been employed by the Board for at least thirteen (13) weeks, and is the parent of a child, is entitled to a parental leave of absence without pay, following the birth of a child or the coming into the Employee's custody, care and control for the first time.

b) Parental leave must normally begin when pregnancy leave ends, or within fifty two (52) weeks after the day the child is born or comes in to the custody, care and control of a parent for the first time.

c) The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.

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- d) The Employee may reduce the period of thirty-five (35) weeks for leave provided the Employee gives the Employer at least four (4) weeks written notice of the day on which the leave is to end.
- e) Notwithstanding, an Employee may request a lesser period of notice of return to duty.
- 21.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to thirty-five (35) consecutive weeks; if pregnancy leave was taken by that Employee, and thirty-seven (37) weeks otherwise. Credit for experience toward salary increments and sick leave accumulation shall continue during such leaves.
- 21.05 If, during a pregnancy but prior to the commencement of a pregnancy leave, an Employee obtains a certificate declaring her unable to continue employment due to illness, the Employee may use sick leave credits, if available.
- 21.06 For the full period of any pregnancy or parental leave granted under this Article, the Board agrees to continue the Employer's contributions to the premiums for the benefit plans in which the Employee was enrolled at the commencement of the leave unless the Employee requests otherwise in writing.
- 21.07 At the discretion of the Employer, pregnancy and parental leave may be granted to an Employee who has been employed with the Board for less than thirteen (13) weeks.
- 21.08 Upon expiration of a leave granted under this Article, the Employee shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position at the same worksite, subject to Article 14. The Employee shall endeavor to give the earliest possible notice of intent to return to duty, but must give written notice to the Supervisor at least four (4) weeks prior to returning to duty.
- 21.09 Subject to the layoff and just cause provisions of this Agreement, the Employer may not terminate or layoff an Employee entitled to pregnancy and/or parental leave.
- 21.10 Part-time Employees shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.
- 21.11 Nothing in this Article shall remove from an Employee any entitlement under the Employment Standards Act.
- 21.12 **Parenting Leave**
Provided that it is a scheduled working day for the Employee, an Employee shall be entitled to a paid parenting leave of three (3) working days, inclusive of and consecutive to the date of birth of the child.
- Provided that it is a scheduled working day for the Employee, an Employee who adopts a child shall be entitled to a paid adoption leave of three (3) working days, inclusive of and consecutive to the date that the child comes into his/her care and custody for the first time.

21.13 **Sub Plan**

The Employer shall establish a supplemental employment benefit plan pursuant to the Employment Insurance Act of Canada under which the regular weekly earnings are continued during the two week waiting period in which no employment insurance benefits are payable, during a pregnancy leave or a parental leave.

ARTICLE 22 - UNPAID LEAVES OF ABSENCE

22.01 In addition to the various types of leaves described in this Article, at his/her discretion, the Superintendent of Human Resources or designate may grant other paid or unpaid leaves of absence. The Employer shall not unreasonably refuse a request for a leave. When a request has been refused, the Employee shall receive a written response from the Superintendent of Human Resources or designate, indicating the reasons for such refusal.

22.02 Any leave granted under this Article shall be subject to the following provisions:

- a) The request shall indicate the dates the leave is to commence and end and shall be made in writing to the Supervisor with a copy to the President of the Bargaining Unit at least sixty (60) working days prior to the intended commencement date of the leave. In exceptional circumstances, this notification period may be waived;
- b) The length of the leave shall not exceed two (2) consecutive years;
- c) The Employee granted such a leave shall return to work in a position similar to that held at the commencement of the leave, and subject to the layoff provisions of the Collective Agreement. The Employee shall endeavor to give the earliest possible notice of intent to return to duty, but must give written notice to the Supervisor at least four (4) weeks prior to returning to duty;
- d) The leave shall be without loss of seniority, salary, benefits or accumulated sick leave credits during the term of the leave but the Employee shall retain the right to participate in the benefit plan applicable to the Employee, subject to the terms of the respective policies. The Employer agrees to continue coverage of the Employee's benefit plan at the Employee's sole expense. Such Employee shall remit full premium costs, monthly, in advance to the Employer, failing which benefit coverage for that Employee shall be cancelled upon fourteen (14) calendar days notice;
- e) The absence shall not unreasonably interfere with the efficient operation of the Employer's business.

ARTICLE 23 - WAGE GRID IMPLEMENTATION

23.01 The wage grids are comprised of 12 Levels and 5 incremental steps as follows:

- Step 1 (Minimum)
- Step 2 (Increment)
- Step 3 (Increment)
- Step 4 (Increment)
- Step 5 (Maximum)

23.02 Pay Equity has been established between the Employer and the Union and the parties agree to maintain Pay Equity as required under the provisions of the Pay Equity Act.

Wage Grids

3.00% Increase; effective September 1, 2008

	Minimum Step 1	Incr1 Step 2	Incr2 Step 3	Incr3 Step 4	Maximum Step 5
Level 1	\$14.78	\$15.18	\$15.59	\$16.00	\$16.40
Level 2	\$15.33	\$15.75	\$16.18	\$16.59	\$17.02
Level 3	\$15.87	\$16.31	\$16.74	\$17.18	\$17.61
Level 4	\$16.41	\$16.87	\$17.31	\$17.77	\$18.22
Level 5	\$16.96	\$17.43	\$17.90	\$18.36	\$18.83
Level 6	\$17.51	\$17.99	\$18.48	\$18.96	\$19.43
Level 7	\$18.06	\$18.54	\$19.04	\$19.53	\$20.04
Level 8	\$18.60	\$19.10	\$19.63	\$20.13	\$20.65
Level 9	\$19.14	\$19.68	\$20.20	\$20.73	\$21.25
Level 10	\$19.70	\$20.24	\$20.77	\$21.32	\$21.86
Level 11	\$20.23	\$20.79	\$21.36	\$21.90	\$22.46
Level 12	\$20.78	\$21.36	\$21.92	\$22.49	\$23.07

3.00% Increase; effective September 1, 2009

	Minimum Step 1	Incr1 Step 2	Incr2 Step 3	Incr3 Step 4	Maximum Step 5
Level 1	\$15.23	\$15.64	\$16.06	\$16.48	\$16.90
Level 2	\$15.79	\$16.23	\$16.67	\$17.09	\$17.54
Level 3	\$16.35	\$16.80	\$17.25	\$17.70	\$18.14
Level 4	\$16.91	\$17.38	\$17.83	\$18.31	\$18.77
Level 5	\$17.47	\$17.96	\$18.44	\$18.92	\$19.40
Level 6	\$18.04	\$18.53	\$19.04	\$19.53	\$20.02
Level 7	\$18.61	\$19.10	\$19.62	\$20.12	\$20.65
Level 8	\$19.16	\$19.68	\$20.22	\$20.74	\$21.27
Level 9	\$19.72	\$20.28	\$20.81	\$21.36	\$21.89
Level 10	\$20.30	\$20.85	\$21.40	\$21.96	\$22.52
Level 11	\$20.84	\$21.42	\$22.01	\$22.56	\$23.14
Level 12	\$21.41	\$22.01	\$22.58	\$23.17	\$23.77

3.00% Increase; effective September 1, 2010

	Minimum Step 1	Incr1 Step 2	Incr2 Step 3	Incr3 Step 4	Maximum Step 5
Level 1	\$15.69	\$16.11	\$16.55	\$16.98	\$17.41
Level 2	\$16.27	\$16.72	\$17.18	\$17.61	\$18.07
Level 3	\$16.85	\$17.31	\$17.77	\$18.24	\$18.69
Level 4	\$17.42	\$17.91	\$18.37	\$18.86	\$19.34
Level 5	\$18.00	\$18.50	\$19.00	\$19.49	\$19.99
Level 6	\$18.59	\$19.09	\$19.62	\$20.12	\$20.63
Level 7	\$19.17	\$19.68	\$20.21	\$20.73	\$21.27
Level 8	\$19.74	\$20.28	\$20.83	\$21.37	\$21.91
Level 9	\$20.32	\$20.89	\$21.44	\$22.01	\$22.55
Level 10	\$20.91	\$21.48	\$22.05	\$22.62	\$23.20
Level 11	\$21.47	\$22.07	\$22.68	\$23.24	\$23.84
Level 12	\$22.06	\$22.68	\$23.26	\$23.87	\$24.49

3.00% Increase; effective September 1, 2011

	Minimum Step 1	Incr1 Step 2	Incr2 Step 3	Incr3 Step 4	Maximum Step 5
Level 1	\$16.17	\$16.60	\$17.05	\$17.49	\$17.94
Level 2	\$16.76	\$17.23	\$17.70	\$18.14	\$18.62
Level 3	\$17.36	\$17.83	\$18.31	\$18.79	\$19.26
Level 4	\$17.95	\$18.45	\$18.93	\$19.43	\$19.93
Level 5	\$18.54	\$19.06	\$19.57	\$20.08	\$20.59
Level 6	\$19.15	\$19.67	\$20.21	\$20.73	\$21.25
Level 7	\$19.75	\$20.28	\$20.82	\$21.36	\$21.91
Level 8	\$20.34	\$20.89	\$21.46	\$22.02	\$22.57
Level 9	\$20.93	\$21.52	\$22.09	\$22.68	\$23.23
Level 10	\$21.54	\$22.13	\$22.72	\$23.30	\$23.90
Level 11	\$22.12	\$22.74	\$23.37	\$23.94	\$24.56
Level 12	\$22.73	\$23.37	\$23.96	\$24.59	\$25.23

23.03 Step Progression

Effective September 1, 2008

An Employee shall be placed at the same level/step that he/she was in on the wage grid of September 1, 2007 to August 31, 2008.

On an Employee's anniversary date of entry into the position, he/she is entitled to progress to the next step within his/her classification on the wage grid for the period covering September 1, 2008 to August 31, 2009.

Effective September 1, 2009 and thereafter

An Employee will progress to the next step on the wage grid effective September 1. In order to be eligible to progress, the Employee must have completed his/her probationary period.

- 23.04 a) An Employee whose hourly rate is higher than the maximum rate for his/her classification shall be "red circled". Where this occurs, the Employee affected shall receive a one time compensation equivalent to 3% of his/her current salary. This payment shall be paid on the first pay date following September 1 of each year of the agreement.
- b) In addition, in the event that the grid catches up with the "red circled" rate, the Employee will be placed in the grid at the next higher step in the level on September 1 of the applicable year.

In the event that this does not provide him/her with a minimum of three percent (3%) increase, the Employee will receive a one-time compensation equal to the difference between three percent (3%) and the step increase percentage.

- 23.05 Employees who are employed on a twelve month per year basis shall be paid the wages in twenty-six (26) bi-weekly instalments. Employees who are employed on the basis of less than twelve months per year shall be paid the wages in bi-weekly instalments during the period for which they are employed. Wages, subject to statutory or other authorized deductions, shall be paid by direct deposit to a financial institution which participates in the National Electronic Funds Transfer System as determined by the employee.

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- 23.06 An Employee who is assigned to relieve in a higher classified position shall receive the hourly rate of pay for that classification, at the step next higher than the current hourly rate of the employee commencing on the first day in such relief assignment.
- 23.07 An Employee in a Custodial job classification shall receive a shift premium of fifty (\$0.50) cents per hour for all hours worked on any regularly scheduled shift in which fifty (50%) percent or more of the hours are worked between 5:00 pm and 8:00 am.
- 23.08
- a) Where a temporary Employee is hired into a permanent position, the Employee will be placed on the wage grid at the appropriate step based on continuous service in the position. He/she will then continue the progression through the steps until the maximum rate is achieved.
 - b) A temporary Employee shall receive vacation pay calculated at 4% of the job rate and an allowance in lieu of benefits calculated at 2% of the job rate and shall pay appropriate Union dues.
- 23.09
- a) A casual Employee shall be paid the minimum rate for the classification for which he/she is employed. A casual Employee shall receive vacation pay calculated at 4% of the job rate.
 - b) Notwithstanding, when a permanent active or surplus Employee is hired to do casual work in his/her same job classification, the Employee shall receive his/her current rate of pay.
- 23.10 A new Employee shall be paid at the minimum rate for the classification he/she is working in and upon completion of the probationary period, will progress on the steps of the grid at the next September 1.
- 23.11 No Employee shall be paid outside the grid.
- 23.12 Summer students shall be paid at \$9.00 per hour plus 4% vacation pay, and shall be subject to deduction of appropriate Union dues.
- 23.13 **Change in Classification**
- a) Where an Employee is the successful applicant for a position for which the Level is paid less than what the Employee is currently being paid, the Employee shall be paid at the same step in the new level.
 - b) Where an Employee is the successful applicant for a position for which the Level is paid more than the Employee's current level, the Employee will be paid at a rate within the level for the new position which is at least five (5) percent greater than the former rate for that Employee, up to the next step in the level.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

- 24.01 Should a new position within the scope of the bargaining unit be established by the Employer during the term of this Agreement, the Union shall be notified and shall receive a copy of the proposed job description.

The parties shall meet within thirty (30) working days in order to evaluate the position under the Job Evaluation Plan and to confirm the subsequent rate of pay as established by the wage grid applicable to the position.

In the event of an increase from the established level, the appropriate grid rate shall be applicable retroactive to the date the re-evaluation request was received from the Supervisor, by the Superintendent of Human Resources or designate.

If the rate has not been agreed upon by the time the position is in place, the rate established by the Employer shall apply.

24.02 Elimination of Present Classification

Prior to the elimination of a classification, the Union shall be given thirty (30) calendar days notice before the change is made.

ARTICLE 25 - BENEFITS

25.01 The Employer shall make contributions as follows to the benefit plans below for properly enrolled, eligible, full-time or part-time Employees, actively working at least 0.5 FTE of the normal work week as determined by the Employer and in accordance with the terms of the Collective Agreement stated in Article 15, Hours of Work and Work Year.

Employer contributions for Employees shall be as follows:

- a) One hundred percent (100%) of the premium for the Sun Life Insurance Extended Health Plan or equivalent coverage is to be paid by the Employer.

Paramedical services: \$400 per benefit year for licensed massage therapists, speech therapists, psychologists, acupuncturists, naturopaths, (registered with the Association of Drugless Therapy), osteopaths, chiropractors, podiatrists, or chiropractists.

Licensed Physiotherapists: \$750 per benefit year

Hearing Aids: \$300 maximum per covered person per 24 month period.

- b) One hundred percent (100%) of the premium for the Sun Life Insurance Vision Care Plan or equivalent coverage is to be paid by the Employer.

The Vision Care Plan coverage will provide for up to two hundred and seventy-five dollars (\$275.00) for each Employee and dependent each twenty-four (24) month period.

- c) One hundred percent (100%) of the premium for the Sun Life Insurance Dental Plan or equivalent coverage is to be paid by the Employer.

Orthodontic procedures: \$3000 lifetime maximum with 50% cost sharing.

The dental plan shall be based on the O.D.A. schedule of fees as of September 1 each year.

- d) One hundred percent (100%) of the premium for the Sun Life Insurance Basic Group Life Insurance to two (2) times the Employee's annual salary to the next highest, nearest thousand dollars is to be paid by the Employer.

25.02 An Employee may opt for additional optional Employee and spousal life insurance coverage in units of twenty thousand dollars (\$20,000) up to a maximum of three

hundred thousand dollars (\$300,000). The Employee shall be totally responsible for the premium costs of optional life insurance which shall be paid through payroll deductions.

25.03 Long Term Disability

- a) Sun Life Insurance Long Term Disability Plan or equivalent coverage shall be required for all Employees regularly scheduled to work fifty percent (50%) or more of the normal hours of work for such assignment. One hundred percent (100%) of the premium shall be paid by the Employee through payroll deductions, with the Employer remitting the premium.
- b) Cancellation of Long Term Disability (LTD) premium deduction
The Employer and the Union agree that upon written notification from the Employee and subject to meeting the criteria outlined below, the Employer shall cease premium deductions for a CUPE member who:
- will reach the age of 65 years within the next 120 calendar days; or
 - will retire and qualify for an unreduced pension within the next 120 calendar days; or
 - will retire and qualify for a reduced pension within the next 120 calendar days.

In all circumstances the Employee must provide a letter of retirement and documentation to the Employer, from OMERS, indicating pension entitlement with the request for cancellation. It is understood that an Employee invoking this action will be unable to access any benefits from the Long Term Disability plan in the future. An Employee will be required to reapply to determine eligibility for benefits in the event he/she chooses to rescind his/her letter of retirement, subject to carrier requirements.

- 25.04 The Employer agrees to remit the required contributions for properly enrolled Employees in the Ontario Municipal Employees Retirement System (O.M.E.R.S.).
- 25.05 The Employer agrees to maintain its coverage to the benefit plans as described for all members of the bargaining unit during the months of July and August, provided that the Employees who are not employed during July and August shall remit to the Employer their respective share of the premium contributions for such plans on or before June 30 in each year.
- 25.06 The Employee's share of the Employment Insurance Rebate available to the Employer shall be used to offset the premium costs of the benefit plan provided by the Employer.
- 25.07 An eligible Employee who is on an unpaid leave of absence or who is surplus may continue to participate in the benefit plan applicable to the Employee at the Employee's sole expense. Such Employee shall remit full premium costs monthly in advance to the Employer, failing which benefit coverage for that Employee shall be cancelled upon fourteen (14) calendar days notice.

ARTICLE 26 - RETIREMENT GRATUITY

26.01 Retirement Gratuity provisions for the former Lanark, Leeds & Grenville, Prescott-Russell and Stormont, Dundas & Glengarry Divisions of the Board are located in Appendix A of this Collective Agreement.

- a) Employees employed in the former Lanark Division of the Board as of August 31, 1999 shall retain the retirement gratuity provisions as set out in the Collective Agreement in effect on that date.
- b) Employees employed in the former Leeds & Grenville Division of the Board as of August 31, 1999 shall retain the retirement gratuity provisions as set out in the Collective Agreement in effect on that date.
- c) Employees employed in the former Prescott-Russell Division of the Board as of August 31, 1999 shall retain the severance allowance or retirement gratuity provisions as set out in the Collective Agreement in effect on that date.
- d) Employees employed in the former Stormont, Dundas & Glengarry Division of the Board as of August 31, 1999 shall retain the retirement gratuity provisions as set out in the Collective Agreement in effect on that date.

26.02 An Employee who commences his/her employment with the Employer on or after September 1, 1999 and remains in the continuous service of the Employer until his/her retirement on immediate pension pursuant to the Ontario Municipal Employees Retirement System Plan in effect at his/her retirement date shall be entitled to receive a retiring allowance established in accordance with the following:

- a) as of the 1st day of September following the completion of two (2) years of service by the Employee and on each succeeding 1st day of September for a further four (4) years, the Employer shall allocate an amount of five hundred (\$500.00) dollars per eligible Employee (maximum \$2500.00 for an Employee);
- b) on retirement as provided above, the Employer's allocation and accrued interest annually thereon referable to that Employee shall be paid out to him/her.

The provisions of this Article are not available to any Employee who:

- a) is eligible for a retirement gratuity in accordance with Article 27.01 hereof;
- b) who resigns from employment prior to retirement on pension;
- c) who is discharged for just cause.

The provisions of this Article shall also be available to permanent Employees who on August 31, 1999, did not have a retirement gratuity available to them under Article 26.01. For the purposes of this Article only, allocation will commence for such Employees as of September 1, 1999.

26.03 All Instructors (LBS) who were in the employ of the Upper Canada District School Board up to and including August 31, 2003 and continuously thereafter shall be eligible for a retiring allowance under Article 26.02 with the allocation commencing September 1, 2003.

All English Language Learners (ELL) Instructors and Language Instructors for New Canadians (LINC) who were in the employ of the Upper Canada District School Board up to and including August 31, 2005 and continuously thereafter shall be eligible for a retiring allowance under Article 26.02 with the allocation commencing September 1, 2005.

- 26.04 In the event of the death of an eligible Employee prior to retirement, any gratuity or allocation, calculated as if the Employee had retired on the date of his/her death, shall be paid to his/her estate.

ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY

- 27.01 The Parties agree that Employees, Supervisors and Employers have rights and obligations with respect to protecting the health and safety of workers under The Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.

27.02 Safety Shoes

The Employer and the Union recognize the improvements to workplace safety provided by CSA approved safety footwear for Facilities Services Employees. The use of such footwear is a condition of employment. Safety footwear provided by the Employer is to be used only for the work of the Employer. The Employer will contribute the sum of one hundred (\$100.00) dollars to each Employee, provided the cost of safety footwear exceeds one hundred (\$100.00) dollars. Subject to the Supervisor's approval, replacements will be provided on an as-needed basis.

27.03 Uniforms for Facilities Services and Courier Services Employees

The Employer and the Union recognize that the provision of uniforms contributes to the efficient operation of the schools. It is recognized by both parties that:

- a) Uniforms are for use only while at work;
- b) Identification of the Employer (logo) shall be on all shirts;
- c) Recognizing that Employees who first begin employment with the Upper Canada School Board may not have yet had a chance to receive their uniforms in the annual fall shipment, the Employer agrees to keep a supply of shirts available for new Employees;
- d) Employees who have not yet received a supply of uniforms (new Employees with the Board), shall receive four (4) new uniforms upon the first shipment of uniforms occurring after which the Employee began;
- e) After the original allotment of four (4) uniforms, Employees will receive three (3) uniforms annually thereafter, at the beginning of the school year;
- f) A Joint Committee comprised of an equal number of appointed Union Representatives and Employer Representatives to review on a yearly basis the allocation of uniforms. It is understood that this Committee will review the needs and quality of uniforms.

- 27.04 An Employee or group of Employees who believe they are being required to work under conditions which are unsafe or unhealthy shall have the right to file a grievance at Step 2 of the Grievance Procedure.

ARTICLE 28 - JOB SECURITY

- 28.01 During the life of this Agreement, the Employer agrees not to contract out any work which would directly or indirectly result in the lay-off of Employees employed in the Bargaining Unit as at 1998 08 31.
- 28.02 During the life of this Agreement, the Employer agrees not to participate in the "Ontario Works" or similar programs if that participation will result in the lay-off of Employees employed by the Employer.
- 28.03 Volunteers, such as students, co-op students, parents and others, may be used to enhance the services provided by the Employer but they shall not be used to replace or reduce the hours of work or overtime of a Bargaining Unit Employee.

ARTICLE 29 - GENERAL CONDITIONS

- 29.01 The Employer shall provide space to accommodate an Employee to have his/her meals and keep his/her personal belongings. The Employer shall provide the Union with accommodation in premises owned by the Employer for Union meetings at no cost to the Union, subject to prior written notice and availability of space.

29.02 **Personnel File**

The personnel file of an Employee shall be maintained in the Human Resources Department of the Board. The file shall be available and open to the Employee for inspection in the presence of a Board Human Resources Representative by appointment, on twenty four (24) hours notice, during the regular working hours of the department.

A copy of any document being added to an Employee's file shall be provided to the Employee at the time of filing. No document may be introduced at any step of the disciplinary grievance or arbitration processes, for which the Employee was not provided with a copy.

The Employee shall be entitled upon request to copies of any materials contained in the personnel file at no cost.

Where the Employee authorizes, in writing, access to the Employee's personnel file by a Union Representative acting on the Employee's benefit, the Board shall provide such access by appointment, as well as copies of documents contained therein.

29.03 **Bulletin Boards**

The Employer shall provide a bulletin board in each work location. The bulletin boards shall be used to post seniority lists and other items of interest to the Employees as distributed by the Employer. The Union shall be permitted the right to use the bulletin boards to post notices of interest to the Union members.

29.04 **Inclement Weather**

When, in the opinion of the Supervisor, it is considered hazardous for an Employee to travel to or from the work location, then the Employee shall be excused so long as the hazard continues to exist. If, in the opinion of the Employee, it is considered hazardous to travel, and the Supervisor and the Employee disagree, then the Employee shall be deducted one (1) day credit from the Employee's accumulated sick leave credits for each day absent from duty.

29.05 **Medical Care**

A school office administrator or office assistant will not be compelled to give medical care to students.

29.06 **Technological Change**

Prior to implementing any technological change which may substantially affect the working conditions of members of the bargaining unit, the Employer shall provide the Union with thirty (30) calendar days of notice. During the notice period, the Employer and the Union shall meet to discuss the effects of such changes on the Employee's with a view to minimizing any adverse effects. e.g. training opportunities.

29.07 **Professional Development**

The Employer shall provide up to two (2) professional development days per year for professional development activities for all employees coming within the scope of this collective agreement. The Employer may elect to offer additional days. The professional activities shall normally occur on days when other District wide professional activities occur. However Employees may be asked to attend professional development opportunities on days other than the scheduled professional development days. Time spent at professional development activities shall be considered time at work.

A Joint Professional Development Committee comprised of three (3) representatives of each of the Union and the Employer shall meet to design and organize the professional development opportunities.

29.08 **Course Costs**

The Employer shall reimburse the cost of related courses, as requested in writing by the Employer, for an Employee to obtain better qualifications for the position for which the Employee currently holds.

29.09 **Reimbursement of Expenses**

An Employee shall be reimbursed for pre-authorized out-of-pocket expenses upon presentation of appropriate receipts and documents as verified by the immediate Supervisor.

The Employer shall reimburse an Employee for all reasonable expenses connected with any conferences, conventions, workshops, professional development or courses attended by the Employee at the request of the Employer.

- a) An Employee who is required to travel by the Employer between schools or other places of employment, shall be paid for such travel in accordance with Employer policy and procedures. An Employee who voluntarily selects assignments in two or more locations that require travel on the same day is exempt from the reimbursement of mileage expenses.
- b) In respect of other travel authorized by the Employer, an Employee shall receive kilometrage in accordance with Employer policy and procedure.

29.10 **Job Performance/Evaluation**

An Employee whose job performance/evaluation is considered unsatisfactory shall be notified in writing of the particulars of the complaint. Such Employee shall be provided with a reasonable period of time, not less than thirty (30) working days, to improve his/her performance to a satisfactory standard. The Employee's Supervisor shall indicate such assistance as may be required to help the Employee return to a satisfactory level of performance.

29.11 **Criminal Reference Checks**

- a) The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to regulation 521/01 of the Education Act or any other subsequent regulation or law dealing with the same matter are stored in a secure location and in a confidential manner. Access to such records and information shall be limited to the designated Board employees, who are not members of the Union.
- b) The Board shall not release any information about an Employee obtained pursuant to the Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

ARTICLE 30 - TERM OF AGREEMENT

30.01 This Agreement shall be in effect from and including September 1, 2008 to and including August 31, 2012 and shall continue in force and effect from year to year thereafter unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date, as to its desire to negotiate with a view to renewal with or without modification, of this Agreement.

In the event of notice being given, negotiations with a view to arranging a new or revised Agreement shall begin within thirty (30) working days.

30.02 Any change deemed necessary in this Agreement may be made by mutual agreement between the Union and the Employer at any time during the existence of this Agreement.

ARTICLE 31 - STRIKES AND LOCKOUTS

31.01 The Union agrees that it shall not cause, direct or consent to any strike, picketing or other collective action on the part of the Employees represented by the Union during the term of this Agreement.

31.02 The Board agrees that it shall not cause or direct any lockout of its Employees during the term of this Agreement.

31.03 The Employer expects that all Employees in the bargaining unit will honour their contract at all times. However, the Employer does not expect an Employee to risk physical harm in the case of a conflict involving other parties.

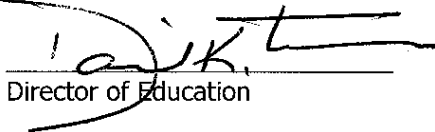
31.04 An Employee who chooses to respect a lawful picket of another Union on any of the employer's premises shall not be entitled to be paid for failure to attend at work.

In Witness whereof, the Upper Canada District School Board has hereunto affixed its corporate seal, attested by its proper officers in that behalf:

The Upper Canada District School Board:


Chair

January 16, 2009
Date

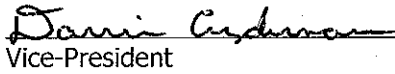

Director of Education

January 16, 2009
Date

The Canadian Union of Public Employees, Local 5678 has executed this Agreement attested by the signatures of the authorized representatives:


President

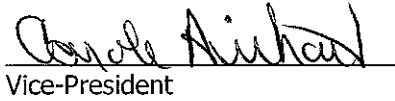
January 16, 2009
Date


Vice-President

January 16, 2009
Date


Vice-President

January 16, 2009
Date


Vice-President

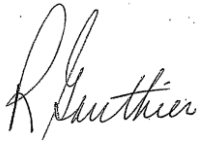
January 16, 2009
Date


Vice-President

January 16, 2009
Date


Recording Secretary

January 16, 2009
Date



Provincial Representative

January 16, 2009
Date

APPENDIX A

**LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678**

RE: Sick Leave - Article 19.01(e)

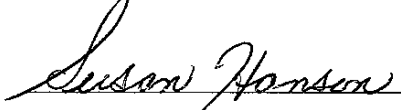
Notwithstanding Article 19.01(e) the following Employees who had accumulated in excess of 280 days of sick leave credit pursuant to the Agreement in effect between CUPE Local 1266 and the former Prescott-Russell County Board of Education shall retain the days to their credit as of December 31st, 1998.

Lorraine Gagnon	414.21
Lois Lintell	326.40

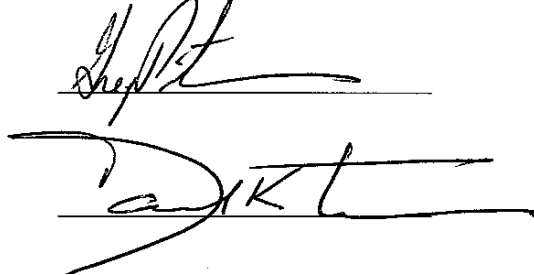
Days of absence as a result of illness for each of the above Employees, as applicable, shall be applied to reduce the above credits once the yearly maximum has been exhausted as in 19.01.

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board



APPENDIX B

**LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678**

Re: Pay Equity

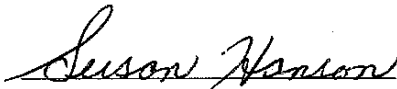
The parties agree to ensure compliance with the Pay Equity Act and conduct a Pay Equity Maintenance review.

The joint committee shall have equal representation to a maximum of six members jointly.

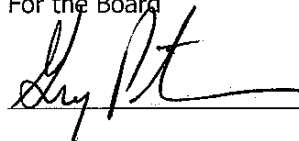
An annual review will be conducted to ensure maintenance is sustained and compliance is met. The committee will report their findings to the CUPE Executive and the Board Administration within 30 days of finalizing the report.

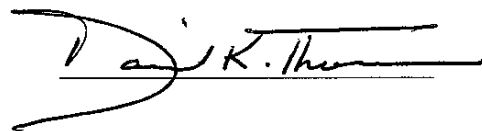
Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board





APPENDIX C

RETIREMENT GRATUITY ARTICLES FROM PREDECESSOR BOARDS

1. Lanark County Board of Education, Custodial,
OSSTF District 42
Article 16.00 Retirement Gratuity - Custodial

16.01 An Employee on staff on August 31, 1977 and continuously thereafter who ceases to be employed on account of age or ill health and is not dismissed for cause, and who satisfies the Employer that the Employee will receive a pension commencing within one (1) year following cessation of employment with the employer, shall receive as a retirement gratuity an amount calculated as follows:

Accumulated Sick Leave Credit (Maximum 280 days)	X	Number of Years Continuous Service (Maximum 20)	X	Last Annual Salary Rate
280		20		2

The gratuity may be paid in a lump sum or in not more than three (3) installments, at a time or time mutually agreeable. In the event of the death of an eligible employee subsequent to retirement, the appropriate gratuity shall be paid to the estate.

16.02 An Employee to whom Article 16.01 does not apply, who ceases to be employed because of age or ill health and is not dismissed for cause, and who satisfies the Employer that the Employee will receive a pension commencing within one (1) year following cessation of employment with the Employer, shall receive as a retirement gratuity an amount calculated according to the formula in Article 16.01, except that such retirement gratuity shall not exceed the sum of five thousand dollars (\$5,000.00).

16.03 In the event of the death of an eligible Employee prior to retirement, any gratuity, calculated as if the Employee had retired on the date of the death, shall be paid to the estate.

Lanark County Board of Education and CUPE Local 1935
Secretarial, Educational Assistants and Technical

Article 29.00 Retirement Gratuity – Secretarial, Educational Assistants

29.01 An employee on staff on September 30, 1977, and continuously thereafter, who ceases to be employed on account of age or ill health and is not dismissed for cause, shall receive as a retirement gratuity an amount calculated as follows:

Accumulated Sick Leave Credit (Maximum 250 days)	X	Number of Years Continuous Service (Maximum 20)	X	Last Annual Salary Rate
250		20		2

The gratuity may be paid in a lump sum or in not more than three (3) installments, at a time or times mutually agreeable. In the event of the death of an eligible employee subsequent to retirement, the appropriate gratuity shall be paid to his estate.

-
- 29.02 An employee to who Article 29.01 does not apply, who ceases to be employed because of age or ill health and is not dismissed for just cause, and who satisfies the Board that he/she will receive a pension commencing within one (1) year following cessation of employment with the Board, shall receive as a retirement gratuity an amount calculated in accordance with the formula in Article 29.01 except that such retirement gratuity shall not exceed the sum of five thousand dollars (\$5,000.00).
- 29.03 In the event of the death of an eligible employee prior to retirement, any gratuity, calculated as if the employee had retired on the date of the death, shall be paid to the estate.
2. Leeds and Grenville County Board of Education, Central Office Association
- 20.04 (a) Except as herein specifically provided, the accumulation of sick leave credits for use as a potential retirement gratuity is eliminated as of January 1, 1995.
- (b) Employees in the bargaining unit as of January 1, 1995 and who either:
- (i) are within ten (10) years of eligibility for receipt of a pension pursuant to the OMERS plan, or,
- (ii) have, as of January 1, 1995 ten (10) years of credited, active, continuous service with the Board, shall on written notice to the Board, be entitled to retain access to a retirement gratuity equal to one-half the number of days credited to the employee's sick leave account, to a maximum of 125 days which shall not exceed a maximum of one-half year of salary at the date of retirement. Such notice shall be forwarded to the attention of the Superintendent of Business within ten (10) days of ratification of the renewal agreement. In the event that such notice is not provided as indicated, any such employee shall be entitled to the appropriate payment and terms as described in the Letter of Understanding attached to this agreement as Schedule "C".
- (c) For the benefit of those employees who satisfy either criterion of (b) hereof and who elect to retain access to retirement gratuity, both parties agree that such access shall not be altered, amended or removed unless approved by a separate majority vote of the employees so entitled.
- 19.05 Leeds and Grenville County Board of Education CUPE Local 1258
(This provision applies only to Office, Clerical, Technical and Teacher Assistants)
- (a) An employee who retires on immediate pension, subject to a minimum of ten (10) years of credited, active, continuous services as set out in Article 19.01, shall be entitled to a retirement gratuity equal to one-half the number of days standing to the employee's credit to a maximum of 125 days which maximum shall not exceed a maximum of one-half year's salary at the time of retirement, in accordance with Section 158(1) of the Education Act, R.S.O. 1980, chapter 129, as amended from time to time.
- (b) In the event of the death of an eligible employee as described in (a) prior to retirement, any gratuity calculated as if the employee had retired on the date of his/her death shall be paid his/her beneficiary as named in the employees group life insurance policy with the employer or and alternative beneficiary named in writing by the employee and in the event of no such beneficiary being named, to the estate of the deceased employee.

19.06 Leeds and Grenville County Board of Education CUPE 1258
Custodial and Maintenance Services employees

An employee, who retires pursuant to the provisions of the Ontario Municipal employees' Retirement Plan in effect at the time of retirement shall be paid a gratuity for the accumulated sick leave credited to the employee's account at the rate of fifty percent (50%) of regular annual earnings at retirement to a maximum of two hundred (200) days based on the formula:

$$\frac{\text{No. of sick leave credits not to exceed 200 days} \times 50\% \text{ regular annual earnings at retirement}}{200}$$

An employee who commences his/her employment with the Board on or after March 1, 1975 must have a minimum of ten (10) years of continuous, active service with this Board or predecessor Boards to qualify for the provisions of this Article.

An employee who is hired and begins work on or after March 1, 1985 shall not accumulate sick leave credits for retirement gratuity purposes.

In the event of the death of an eligible employee prior to a retirement, any gratuity calculated as if the employee had retired on the date of his/her death shall be paid to his/her beneficiary as named in the employee's term insurance policy with the Board or an alternative beneficiary named in writing by the employee and, in the event of no beneficiary being named, to the estate of the deceased employee.

Both parties agree that this Article shall not be removed or amended unless approved by a majority of the affected employees hired before March 1, 1985 and by a majority of the affected employees hired after March 1, 1985. If it is not approved by both groups individually, then the Articles cannot be deleted or changed.

3. Prescott-Russell County Board of Education CUPE 1266
Office, clerical, technical, custodial

20.02 An employee hired after August 31, 1987, shall be entitled to an accrual of all unused portion of sick leave to a maximum of 240 days.

20.07 Severance Allowance (for employees hired by the Board on or before August 31, 1987)

On severance after one year of service, an employee having sick leave to his (her) credit shall receive a salary grant in lieu thereof, equal to a maximum of one half year of regular pay. In the event of death, all accrued sick leave to a maximum of one half year of regular pay shall be paid as a cash settlement to his (her) estate or beneficiary. Regular pay means the rate of pay in effect before severance occurs.

On retirement an employee having sick leave to his (her) credit shall receive a salary grant equal to his (her) accrued sick leave to a maximum of one half year of regular pay at the rate of pay effective immediately prior to retirement.

20.08 Retirement Allowance (for employees hired after August 31, 1987)

On retirement, an employee having sick leave to his (her) credit shall receive a salary grant equal to the following chart:

05 -09 years	10% accumulated sick days
10 – 14 years	20% accumulated sick days
15 – 19 years	30% " "
20 – 24 years	40% " "
25 +	50% " "

to a maximum of one half year of regular pay at the rate of pay effective immediately prior to retirement.

In case of death, the retirement allowance shall be paid to his/her estate or the beneficiary.

Prescott-Russell County Board of Education
Teaching Support Staff Policy Retirement Gratuity

Upon retirement, an employee having sick leave to his/her credit shall receive a salary grant equal to the following chart:

05 – 09 years	10% accumulated sick days
10 – 14 years	20% accumulated sick days
15 – 19 years	30% accumulated sick days
20 – 24 years	40% accumulated sick days
25 + years	50% accumulated sick days

to a maximum of one half year of regular pay at the rate of pay effective immediately prior to retirement.

In case of death, the retirement gratuity shall be paid to his/her estate or the beneficiary.

4. Stormont, Dundas and Glengarry Public School Board, CUPE Local 782 Maintenance (custodial and maintenance)

Section 14.01

A PLAN FOR CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITIES

Where as it is the desire of the Stormont, Dundas and Glengarry County Board of Education to provide a means whereby the members of the custodial and maintenance staff of the Board will not suffer undue hardship by reason of sickness, particularly sickness over a prolonged period, and to provide on retirement a gratuity for service based on cumulative sick leave credits:

-
15. An eligible employee retiring from employment with the Board by reason of health or age, or for any reason approved by the Board, after five (5) years or more of continuous service with the Stormont, Dundas and Glengarry Public School Board shall be entitled to a retirement gratuity calculated in accordance with the following table:

5 years of service	12% of cumulative sick leave credits "x" daily rate of pay
6	14%
7	16%
8	18%
9	20%
10	22%
11	24%
12	26%
13	28%
14	30%
15	32%
16	34%
17	36%
18	38%
19	40%
20	42%
21	44%
22	46%
23	48%
24	50%

16. (a) The daily rate of pay as used in the calculations of the retirement gratuity in section 15 shall be defined as eight (8) times the basic hourly rate for the job classification of the employee at the time of retirement.
- (b) In calculating service for the purpose of Section 15, service with the Stormont, Dundas and Glengarry Public School Board shall include continuous service with a former public or secondary school board in the school division of this Board, provided the employee was in the employ of such Board on December 31, 1968, and provided the continuous services ends on that date.
- (c) In any event, the retirement gratuity shall not exceed an amount equal to one-half (1/2) the pay of the employee for one (1) year calculated at the basic hourly rate for the job classification of the employee at the time of retirement.
17. In the event of the death of an employee, either before or after retirement, benefits, if any, arising from this Plan shall be paid to the designated beneficiary or to the estate of the deceased employee.

Stormont, Dundas and Glengarry District School Board Retirement Gratuity Provision: OPEIU Collective Agreement

13. An eligible employee retiring from employment with the Board by reason of health or age, or any reason approved by the Board after ten (10) or more years continuous service with the Board, shall be entitled to a retirement gratuity in accordance with the following table:

<u>Length of Service in Years</u>	<u>Percentage of Sick Leave Credits</u>
10	30% of 260 days, or accumulated sick leave credits at the time of retirement, whichever is the lesser, times the daily rate of pay
11	32%
12	34%
13	36%
14	38%
15	40%
16	42%
17	44%
18	46%
19	48%
20 and over	50%

14. Continuous service for the purpose of Section 13 shall include continuous service with a former school board in the school division of this Board, providing the employee was in the employ of such Board on December 31, 1968 and provided the continuous service ends on that date.
15. The daily rate of pay as used in the calculation of the retirement gratuity in Section 13 shall be defined as 1/260 of the annual salary of the employee at the time of retirement.
16. In the event of the death of an employee, either before or after retirement, benefits, if any, arising from this plan shall be paid to the designated beneficiary or to the estate of the deceased employee.

APPENDIX D

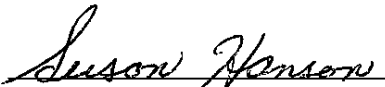
LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678

Re: Job Security

During the term of this Collective Agreement, no Employee who was in the active continuous employ of the Employer as of January 1, 1998 (excluding Instructors LBS) shall be laid off.

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board




LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678

Exceptional Educational Assistant Positions

Whereas the Student Support Services Department shall on an annual basis identify positions requiring extreme intensive support, hereafter referred to as Exceptional Educational Assistant positions, for the purposes of meeting the needs of highly exceptional students;

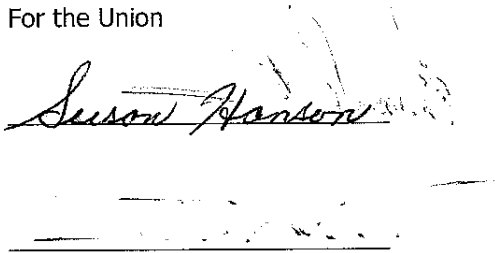
These positions shall be subject to review by the Educational Assistant Committee prior to the Annual Staffing Process. The committee shall:

- Review the job description for these positions;
- Consider the decision of the job evaluation committee with respect to such positions, in order to;
- Provide input into the effective administration of these positions including, but not limited to: staff development, coverage for employee absences, and changes in responsibilities as a student's needs change.

The work of the committee with respect to Exceptional positions shall begin no later than January 31, 2009 and shall conclude no later than the start of the annual staffing process as per Article 13.

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



Susan Hanson

For the Board



David K. Thomas

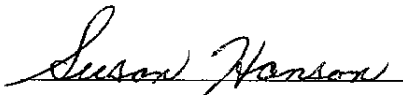
LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678

Elementary Office Administrator, Impact of School Closure

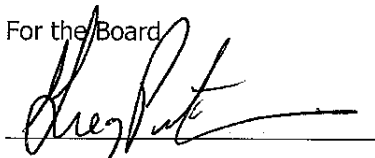
The Parties agree that should an Elementary Office Administrator with a 0.86 FTE be subject to layoff during the course of this agreement, their FTE shall be deemed to be 1.0 FTE for the purpose of exercising their rights under Article 14.04.

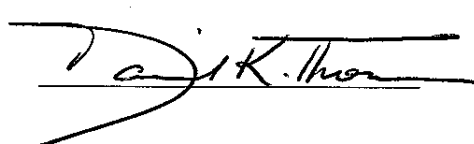
Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board





LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678

Facilities Services

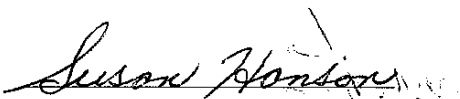
The Employer and Union agree to form a working committee comprised of no more than four (4) CUPE members and four (4) UCDSB staff for the purposes of separately resolving the following:

- a. Managing a smooth transition to new hours and scheduling of work as per Article 15.01(a);
- b. Designing all aspects of a mechanism for the implementation of a weekend shift where required, including all terms of employment in support of school use outside of regular working hours;
- c. Designing all aspects of a mechanism for the implementation of a midnight shift, where required, including all terms of employment;
- d. Revaluation of Custodial job descriptions.

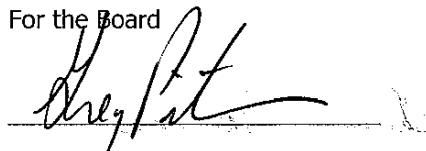
The Committee will be formed by February 28, 2009.

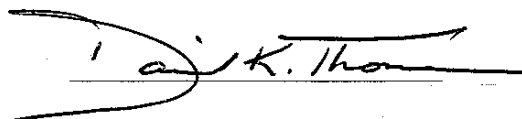
Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board





LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678

Summer Hours Program

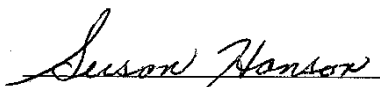
The parties agree during the life of this agreement, Employees in the twelve-month Office, Clerical and Technical Employee groups will have the option to participate in a four (4) day summer work week. These Employees shall have the opportunity to accumulate up to forty-nine (49) hours from September to June each school year by working additional time on a regularly scheduled basis.

The scheduling of time to be accumulated and the utilization must be mutually agreed to between the Employee and their Supervisor and will not interfere with the operational requirements of the Employer.

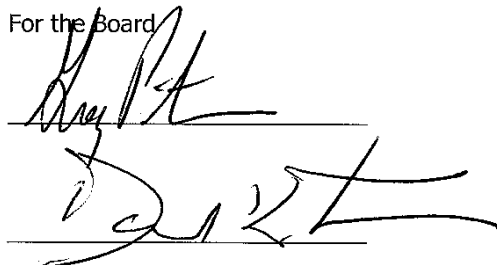
The summer work day schedule will not apply for the weeks of the Canada Day and the week immediately preceeding the start of the school year. The schedule for these weeks will revert, for those weeks only, to the normal hours of work referred in the provisions of Articles 15.01(b).

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board



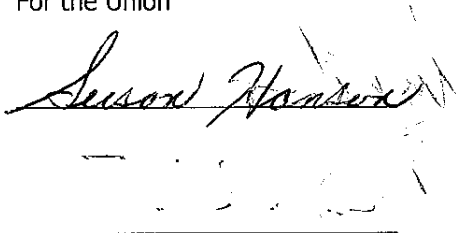
LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678

Facilities Summer Hours Program

The parties agree to meet no later than January 31, 2009 to discuss the feasibility of implementing a summer hours program for the Facilities Services Employees.

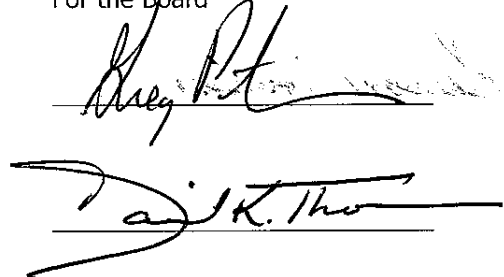
Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



Susan Henderson

For the Board



David K. Thomas

LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678

Education Assistants Supervision

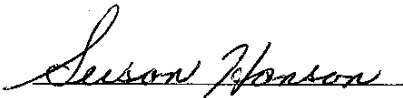
In accordance with the Provincial Discussion Table (PDT) Agreement, the parties agree that the use of the incremental hours for Education Assistants must include scheduled supervision of students or after-school homework support.

The Board is committed to ensuring that the work of Educational Assistants remains student focused. It is recognized that the Board has developed guidelines to ensure that Educational Assistants are fairly utilized with respect to the supervision of students.

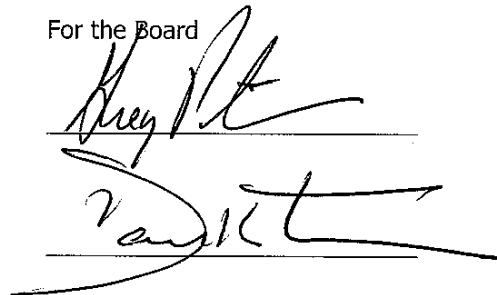
The Parties will engage in ongoing dialogue to monitor the effectiveness of the Employer's intent.

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board



LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678

Vacation Carry-Over Transition

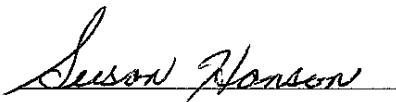
The following transition shall apply to Employees that as of September 1, 2008, have an unused vacation balance:

Employees with a vacation balance at July 1, 2008 of five (5) to ten (10) days must bring their vacation carry-over balances down to five days by the end of June 2009;

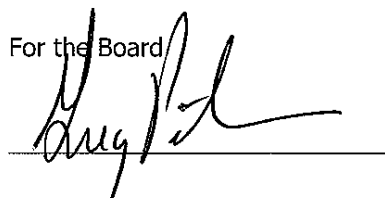
Employees with a vacation balance at July 1, 2008 of greater than ten (10) days must bring their vacation carry-over balances down to five days by the end of June 2010.

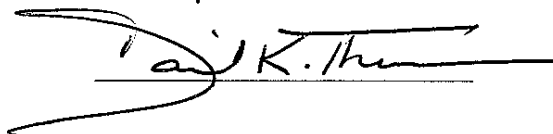
Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board





LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678

OMERS Contributory Earnings

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (for example, flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (for example, educational or car allowance);

-
- taxable premiums for life insurance;
 - taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
 - payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678

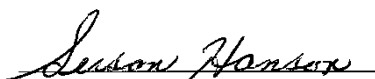
Retirement Gratuity Communication

The Employer and Union agree to form a working committee for the purpose of exploring a format to report to CUPE Bargaining Unit Employees, the requested retirement gratuity status and potential entitlement.

The Committee will develop the reporting system by June 30, 2009.

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board





LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
And
CUPE Local 5678

PDT Agreement

Whereas the resources allocated by the Government to support the Provincial Discussion Table (PDT) Agreements incorporated into Collective Agreements were dependant on an expiry date of August 31, 2012 and, at the local level, a ratification by both Parties no later than November 30, 2008; and,

Whereas all of the conditions contained in the PDT Agreement between the Boards and CUPE, dated May 27, 2008 were successfully negotiated into this Collective Agreement between the Upper Canada District School Board and CUPE Local 5678;

Therefore, the following enhancements and incremental funding enhancements found in the PDT Agreement are incorporated for the term of this Collective Agreement:

Section 1:	Preamble
Section 2:	Implementation of the PDT Agreement
Section 3:	Professional Development and Training
Section 4:	Violence in the Workplace
Section 5:	Education Assistants
Section 6:	Custodial/Maintenance/Skilled Trades/Building Security Staff
Section 7:	Office Support Staff (School Secretaries)
Section 9:	Continuing Education and International Languages Instructors
Section 10:	Support Workers Advisory Group (SWAG)
Section 11:	Compensation
Section 12:	Group Benefits and Other Working Conditions
Section 13:	Transferability of Other PDT Agreements

Non-grievable

**LETTER OF UNDERSTANDING
PDT Agreement, Section 1
Between
The Upper Canada District School Board
And
CUPE Local 5678**

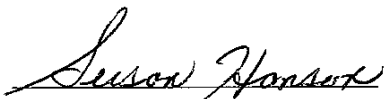
Preamble

The Upper Canada District School Board and the Canadian Union of Public Employees are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

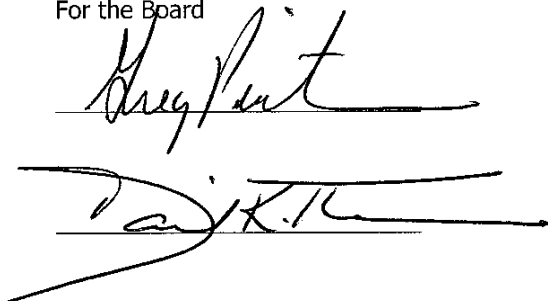
This Letter of Understanding shall not be considered as part of the collective agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board



LETTER OF UNDERSTANDING
PDT Agreement, Section 3
Between
The Upper Canada District School Board
And
CUPE Local 5678

Professional Development Allocation

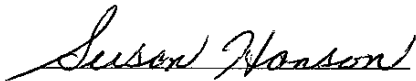
The Board will receive a one-time allocation, in 2008-2009, for professional development and training for support workers, in accordance with the PDT.

The proportionate share of money for the CUPE bargaining unit as provided by the Ministry of Education will be used to support the professional development of CUPE bargaining unit members in 2008-2009 and/or 2009-2010.

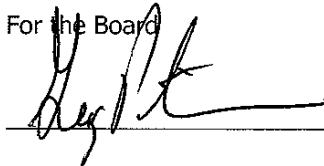
Notwithstanding the provisions of Article 29.07 of the Collective Agreement, it is agreed that the Joint Professional Development Committee will meet, within thirty (30) days, of the later of: a) ratification; or b) compliance with the PDT Agreement and memorandum 2008: B10, to review professional development issues and make recommendations for upcoming professional development opportunities for all CUPE members.

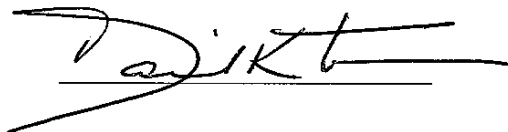
Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board





LETTER OF UNDERSTANDING
PDT Agreement, Section 5
Between
The Upper Canada District School Board
And
CUPE Local 5678

Education Assistants

Whereas the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2011-2012 the benchmark salary for Educational Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% and the Special Education Per Pupil Amount (SEPPA) in the GSN as follows:

- JK to Grade 3 benchmark: \$86.55; Grade 4 to Grade 8 benchmark: \$66.62; Secondary benchmark: \$41.09;

Whereas the Government will require that this funding enhancement is used, in 2011/2012, in the manner described below;

Subject to the above, the UCDSB will apply this enhanced funding up to the value of the Board's share, as follows:

- Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Education Assistants from 188 to 194.
- It is recognized that the current days of work is at 194.

Therefore, the enhancement shall be applied as follows:

- Increase the number of hours worked by all SEPPA funded School Support classifications, as reported under Appendix H - 2006/2007 Staffing document, at Teacher Assistants - General line, as of October 31 2007, up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement.

The use of incremental hours for Educational Assistants must include scheduled supervision of students or after-school homework support. Nothing in this Letter of Understanding shall prevent the Employer from maintaining existing homework support programs operated by volunteers, unless stated otherwise in the current Collective Agreement.

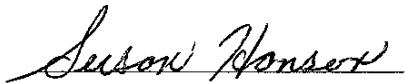
Principals shall have the flexibility to assign these hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Educational Assistants' working conditions.

The Parties acknowledge the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a new allocation in the GSN Pupil Foundation Grant starting in 2008-2009, to enhance funding for student supervision in elementary schools as follows:

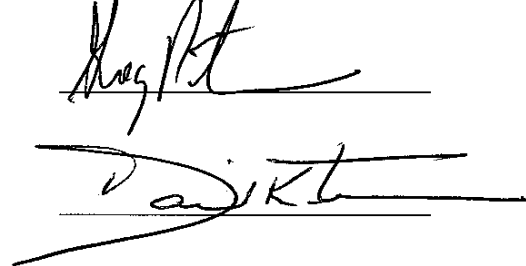
- \$22.23 per elementary pupil in 2008-2009;
- \$26.61 per elementary pupil in 2009-2010;
- \$26.88 per elementary pupil in 2010-2011;
- \$20.06 per elementary pupil in 2011-2012.

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board



LETTER OF UNDERSTANDING
PDT Agreement, Section 6
Between
The Upper Canada District School Board
And
CUPE Local 5678

Custodial/Maintenance/Skilled Trades/Building Security Staff

Whereas the government's intention, conditional upon approval by the Lieutenant-Governor-in-Council, to increase in 2009-2010 the School Operations benchmark per square metre by \$1.41 and, Whereas the Government's requirement that the 2009-2010 funding enhancement be fully used to address the workload of Custodial/Maintenance/ Skilled Trades/Building Security Staff, considering:

- Existing local staffing formulas;
- The new requirements for monitoring water quality; and
- The importance of maintaining school buildings and grounds in good physical condition.

The UCDSB will apply this enhancement in 2009-2010 up to the value of the Board's share of the new allocation, in the following order:

- Offset staff reductions in Custodial/Maintenance/Skilled Trades/Building Security Staff that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance/Skill Trades/Building Security Staff in 2009-2010 up to the value of the Board's share of this new allocation.

The Parties agree to:

- Contribute to an external study of school operations' costs, funded by the Ministry of Education, to inform the 2010 funding model review;
- Have a yearly local Board-Bargaining Unit conversation to identify one boardwide project that would contribute to the public's positive perception of the quality of Board properties, contingent on resources available to the School Board.

The UCDSB and CUPE Local 5678 will join in the Green Clean initiative's goal which is "to minimize or potentially eliminate the use of non-green cleaning products in schools across the province resulting in an improved outdoor ecosystem to support student learning and a healthy workplace environment".

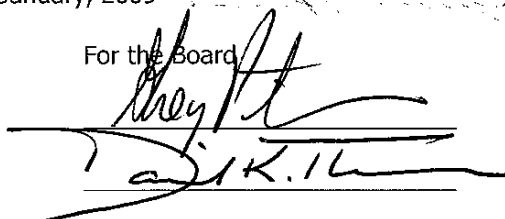
Furthermore, the Employer and the Union will support the Green Clean initiatives' objective which is "to create a comprehensive green clean program for Ontario's school boards that is easy to implement and addresses the information needs of all identified audiences".

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board



LETTER OF UNDERSTANDING
PDT Agreement, Section 7
Between
The Upper Canada District School Board
And
CUPE Local 5678

Office Support Staff (School Secretaries)

Whereas the government's intention, conditional upon the approval by the Lieutenant -Governor-in-Council, to increase funding in the GSN for Office Support Staff in elementary schools through the elementary component of the School Foundation Grant as follows:

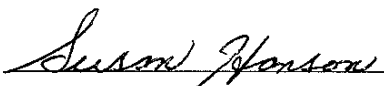
- All elementary schools with 250 or more students would benefit from the enhancement;
- Elementary schools with 1,000 or more students would receive funding for an additional 0.25 FTE secretary (based on the benchmark salary and benefits);
- The incremental funding for the schools with 250 to 1,000 students would be based on school size.

In 2009-2010, the UCDSB will apply this enhanced funding, in accordance with government requirements, up to the value of the Board's share of the new allocation, in the following order:

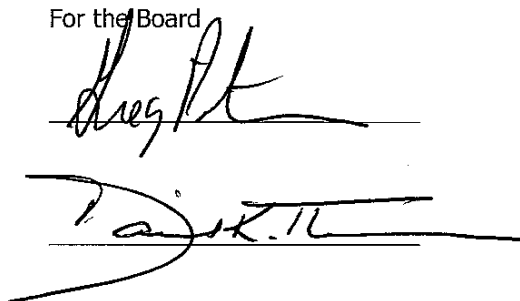
- Offset staff reductions in school Office and Board Administration Support Staff that may otherwise have occurred between 2008-2009 and 2009-2010 school years due to declining enrolment;
- Use all remaining funds to ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an Office Staff person working 35 hours/week; and/or hire additional unionized Board-employed Elementary School Office Support Staff in 2009-2010.

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board



LETTER OF UNDERSTANDING
PDT Agreement, Section 9
Between
The Upper Canada District School Board
And
CUPE Local 5678

Continuing Education and International Languages Instructors

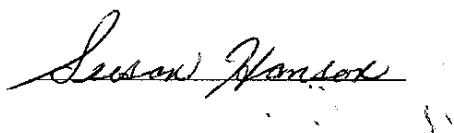
The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to enhance the funding benchmarks for the Continuing Education and the International Languages, Elementary components of the Continuing Education and Other Programs Grant in the GSN by 3.5% in 2009-2010.

The parties agree that this incremental funding shall be used in local bargaining for improvements in working conditions for education support workers delivering Continuing Education and Internal Languages programs.

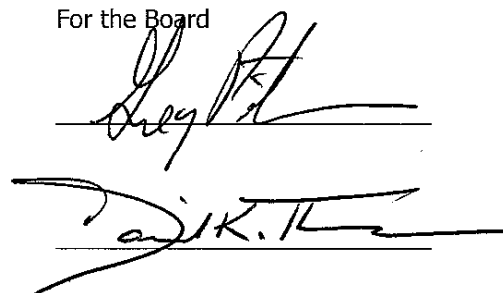
The parties agree that a joint committee shall be established to determine the distribution of the allocation of this incremental funding.

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board



LETTER OF UNDERSTANDING
PDT Agreement, Section 12
Between
The Upper Canada District School Board
And
CUPE Local 5678

Group Benefits and Other Working Conditions

Whereas the Parties have noted the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional annual enhancement of \$33 million (0.26% increase in benchmarks), effective in 2010-2011, to enhance group benefits and other working conditions for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010.

The Upper Canada District School Board and CUPE Local 5678 will established a Joint Benefits Committee, no later than September 1, 2009, to explore and review options to sustain benefits entitlements to CUPE members beyond September 1, 2010.

The UCDSB must spend no less than their allocated amount as provided in the Appendix "Benefits and Other Working Conditions" of the PDT Agreement.

CUPE Local 5678's share of the Employer's allocation shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements.

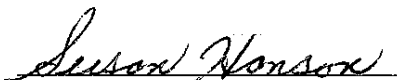
Upon written request, the UCDSB shall provide CUPE Local 5678 Bargaining Unit with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar to, but not limited to, the information provided by School Boards in a public process.

Any changes, deletions, additions, or changes of contributions to any of the employee benefit plans found in Article 25 of the Collective Agreement, which includes but is not limited to life insurance, extended health benefits, long term disability, provincial Medicare, dental benefits, voluntary leave, shall be agreed upon by the Union and Employer for implementation by September 1, 2010.

If the premium paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, after September 1, 2010, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board



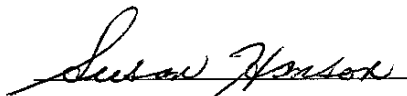
LETTER OF UNDERSTANDING
Between
The Upper Canada District School Board
CUPE Local 5678
And

Base Line Staffing

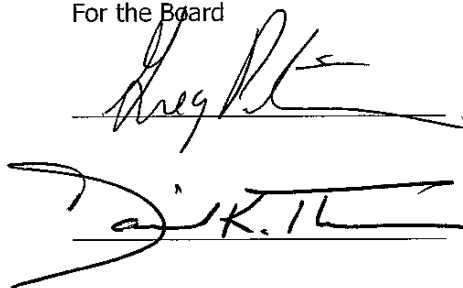
The Employer and the Union agree that base line staffing numbers used will be set at the 31 October 2007 unless otherwise specified in the PDT Agreement.

Dated at Brockville, Ontario on this 16th day of January, 2009

For the Union



For the Board



MEMORANDUM OF AGREEMENT

Between

THE UPPER CANADA DISTRICT SCHOOL BOARD
(Hereinafter referred to as the Board)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, and its LOCAL 5678

(Hereinafter referred to as the Union)

Re: Terms and Conditions of Employment for Designated Early Childhood Educators

Whereas the Union is the bargaining agent for the newly created job classification of Designated Early Childhood Educators (DECE), the parties hereby agree that the following terms and conditions shall apply to their employment with the Board for the period September 1, 2010 to August 31, 2012:

1. The rate of pay for the DECE's shall be:

	September 1, 2010 – August 31, 2012
Letter of Permission	\$18.54
Qualified 0 years experience	\$20.09
Qualified 1 year experience	\$21.63
Qualified 2 years experience	\$23.18
Qualified 3 years experience	\$24.72
Qualified 4+ years experience	\$26.27

Qualified means a member in good standing of the College of Early Childhood Educators.

- 1.1 DECE's shall progress through the grid annually on September 1.
1.2 DECE's hired after the signing of this MOA will be placed at step 1, Qualified 0 years of experience.
1.3 The rate of pay for individuals offered positions as DECE's effective September 1, 2010 prior to the signing of this MOA will be \$23.18.

2. Work Day and Work Week

The following defines the maximum hours of regularly scheduled work for a full time equivalent DECE for the school year 2010/11, 2011/12.

Subject to a maximum of thirty-five (35) hours per week from Monday to Friday inclusive, DECE's may be scheduled up to a maximum of seven (7) hours per day exclusive of an uninterrupted unpaid lunch period of not less than one half (1/2) hour or more than 1 hour. Employees working five (5) hours or more per day shall be permitted paid rest periods totalling thirty (30) minutes in each day. Employees working less than five (5) hours per day but more than two (2) shall be permitted one paid rest period of fifteen (15) consecutive minutes per day. The normal work day will be scheduled between 6:00 am and 7:00 pm. It is understood and

agreed that the Principal has the right to amend the working schedule to meet the needs of the school community.

3. Work Year

The work shall coincide with the school year as determined by the Employer's approved school year calendar.

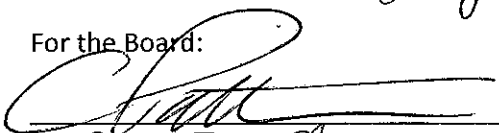
4. Vacation will be scheduled in accordance with the collective agreement, notwithstanding the DECE shall not take vacation on an instructional day.

5. The parties agree that the collective agreement 2008-2012 will apply except for the following articles, attached as appendix A, where further discussion, amendment or clarification of application is required. The parties agree to confirm a finalized list of articles within forty-eight (48) hours following the signing of this agreement. Not later than 6 weeks following the signing of this MOA, the parties shall meet to discuss the articles identified.

6. The parties agree that matters related to this Memorandum of Agreement will be discussed at Labour Management.

Signed this 14 day of July, 2010

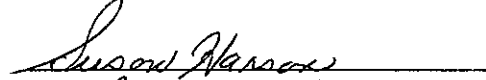
For the Board:



James Anderson

Jenny McDonald

For the Union:



Lois Luntell

Alison A Parker
Danni Erdman
Jo Blake

Appendix A

The list of articles of the collective agreement 2008-2010 between the Board and CUPE Local 5678 to be reviewed per the Terms and Conditions of Employment for Designated Early Childhood Educators Memorandum of Agreement:

- Article 3 – Recognition (3.04 and 3.05)
- Article 11 – Discipline
- Article 12 – Seniority
- Article 13 – Vacancies and Job Postings
- Article 14 - Layoffs and Surplus
- Article 15 – Hours of Work and Work Year
- Article 16 – Overtime
- Article 17 – Paid Holidays
- Article 18 - Vacation
- Article 23 – Wage Grid Implementation
- Article 24 – Job Classification and Reclassification
- Article 29 – General Conditions