

**CUPE Local No. 1734**

# **Collective Agreement**

between the

**York Region**

**District School Board**

- and the -

**Canadian Union of Public Employees**

**Local 1734**



**September 1, 2012 to August 31, 2014**

***Errors and Omissions Excepted***

Memorandum of Settlement  
Between  
York Region District School Board  
And  
The Canadian Union of Public Employees  
And its Local 1734  
For September 1, 2012 to August 31 2014


The parties agree to the terms of this Memorandum of Settlement conditional upon the following:


- 1) The undersigned representatives of the parties do hereby agree to recommend the ratification of all the terms of this memorandum to their respective parties;
- 2) Ratification by CUPE Local 1734 and by the York Region District School Board by January 14<sup>th</sup> 2013;
- 3) All other proposals are withdrawn by both parties; and
- 4) Approval of the amendments to the collective agreement and the agreement in its entirety by the Ministry of Education.

The parties herein agree that the said Memorandum of Settlement shall include:


- The terms of the previous collective agreement which expired on August 31, 2012
- The locally agreed to amendments to the existing 2008 to 2012 collective agreement attached in Appendix "A" (errors and omissions excepted) as attached
- The parties agree that the term of the Collective Agreement shall be from September 1, 2012 to August 31, 2014.

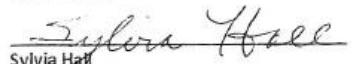
Amendments effective date of ratification unless otherwise specified.

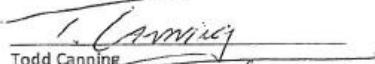
Signed January 10, 2013 

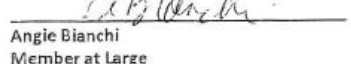
For the Union, CUPE Local 1734  
  
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Chief Negotiator

  
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President

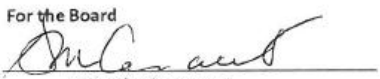
  
Liz McDonald  
Chief Steward

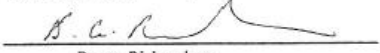
  
Sylvia Hare  
Vice President


  
Todd Canning  
2<sup>nd</sup> Vice President


  
Angie Bianchi  
Member at Large


  
Lindsay Stockert  
Member

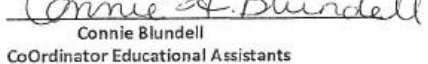
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Chief Negotiator

  
Bruce Richardson  
Negotiations Advisor

  
Gayle Brocklebank-Vincent  
Superintendent of Schools

  
Rosemary McCarthy  
Employee Relations Officer

  
Dan Reynolds  
Manager of Finance

  
Connie Blundell  
CoOrdinator Educational Assistants

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## PART A – GENERAL

### A.1.0 SCOPE AND RECOGNITION

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

A.1.2 The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, hours of work and other working conditions for all Office, Clerical, Technical and Educational Assistant employees employed with the York Region District School Board as outlined under the "Position" section in Article B.1.0 – Rates of Pay of this Collective Agreement, including new bargaining unit positions created during the life of this Agreement.

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

A.1.4 Wherever the term "Supervisor" is used, it shall be deemed to mean the employee's immediate Supervisor outside of the bargaining unit. A school Principal is considered to be the employee's immediate Supervisor.

### A.2.0 DURATION OF AGREEMENT

A.2.1 The parties hereto agree that this Collective Agreement shall be effective from the 1st day of September 2008 until the 31st day of August 2012 and thereafter from year to year unless notice of desire to amend or terminate this Collective Agreement is given by either party to the other party within a period of not less than thirty (30) calendar days, nor more than ninety (90) calendar days prior to the expiry date of this Collective Agreement. **(SEE MOU)**

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

### A.3.0 NO STRIKES - NO LOCKOUTS

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

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

### A.4.0 GRIEVANCE AND ARBITRATION PROCEDURES

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

A.4.2 Only the Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the employer in the manner provided in the Grievance Procedures. Such a grievance shall commence at Step 1.

A.4.3 If an employee has a complaint, the employee shall first discuss the complaint with his/her immediate Supervisor.

A.4.4 If the subject matter of the complaint is not settled within a period of five (5) working days, then the following steps in the Grievance Procedure should be followed:

A.4.4.1 **Step 1:**

All written grievances must be submitted within ten (10) working days after the circumstances which gave rise to it came or ought to have come to the attention of the individual concerned. The aggrieved employee shall first submit the grievance to his/her Steward. If the Steward considers the matter to be a grievance, as defined in A.4.1, then the employee, accompanied by his/her Steward, may present his/her grievance in writing to his/her Supervisor. The grievance shall be in writing, signed by the Steward and shall advise management of the remedy sought and any provision of this Collective Agreement upon which the grievance is based. The Supervisor shall answer in writing the grievance within five (5) working days after he/she has received same. In the normal course, the applicable Manager, Coordinator or Administrator would not have been present at the Step 1 meeting. However, in the event the Manager, Coordinator or Administrator does attend the meeting, then it will be considered to have been a Step 2 meeting, and the Manager, Coordinator or Administrator will have ten (10) working days to answer the grievance in writing. If the Grievance is not then settled, the Union may proceed directly to Step 3.

A.4.4.2 **Step 2:**

If the grievance is not then settled, then the grievor may, accompanied by his/her Steward within five (5) working days after the written decision of the Supervisor has been received or should have been received, present the grievance to the applicable Manager, Coordinator or Administrator or other representative designated by the Board from time to time. The Manager, Coordinator or Administrator or other representative designated by the Board shall answer the grievance in writing within five (5) working days after the grievance has been received.

A.4.4.3 **Step 3:**

If the grievance is not settled in accordance with Step 2, then within ten (10) working days after the decision of the Manager, Coordinator or Administrator or other designate has been received or should have been received, then the grievance may be presented to the Superintendent responsible for Human Resource Services who shall convene the Management Committee. Upon receiving the grievance, the Management Committee shall notify the Business Representative of the Union, of the time and place of a meeting when they will discuss and consider the representations made and the decisions reached at Step 2. The meeting shall take place within ten (10) working days after the Management Committee has received the grievance and the decision of the Management Committee shall be given in writing to the Business Representative of the Union within ten (10) working days after such a meeting.

The Management Committee shall be made up of the Associate Director of Education (Business), the Superintendent responsible for Human Resource Services, (HRS) Administration and/or one other member to be determined from time to time.

A.4.5 The Board may submit to the Union a grievance with respect to the conduct of the Union, its Officers, or Stewards, members or with respect to any alleged violations of the Collective Agreement. Such a grievance may be presented by the Board, in writing, to the Business Representative of the Union, within ten (10) working days after the occurrence of the matter which is the subject of the grievance. If such a grievance is not settled, it may be referred to arbitration in accordance with the provision of A.4.8 of this Agreement.

- A.4.6 The Union may submit a Policy Grievance which is distinguishable from the grievance of any individual employee and which concerns the Union itself and which alleges a violation of this Agreement. Such a grievance may be presented in writing to the Superintendent responsible for Human Resource Services, who shall convene the Management Committee as referred to in the Grievance Procedure within ten (10) working days after the alleged violation. If the grievance is not settled within ten (10) working days, it may then be referred to arbitration under the provisions of A.4.8 of this Agreement.
- A.4.7 Where a specific provision of this Agreement has been alleged to have been violated or misinterpreted, a Group Grievance (i.e., two or more employees in one or more locations) may be presented by the Union denoting the number of employees affected. The grievance shall be signed by those grieving or by three members of the Union Executive, which shall identify those who are grieving. The grievance must be presented to the Superintendent responsible for Human Resource Services or designate within ten (10) days of the alleged violation or misinterpretation. If the grievance is not settled within ten (10) working days, it may be referred to the Management Committee as referred to in the Grievance Procedure. If the grievance is not settled within ten (10) working days it may be referred to arbitration under the provisions of A.4.8 of this Agreement. Such a grievance will only be possible where the remedy sought is identical.
- A.4.8 In the event that a grievance is to proceed to arbitration, then the party going to arbitration must send a Notice of Intention to proceed to arbitration to the other party within ten (10) working days after the last Step in the Grievance Procedure has been exhausted. The Notice of Intention to proceed to arbitration shall contain a statement of the matter in dispute and the relief sought from an Arbitration Board. The statement must also include the name and address of the party's nominee to the proposed Arbitration Board. The parties may agree by mutual consent to have the grievance heard by a single Arbitrator. In this case an Arbitrator will be selected by mutual agreement of the parties.
- A.4.9 The party who receives the Notice of Intention to proceed to arbitration shall then notify the other party of the name and address of its nominee to the proposed Arbitration Board within ten working days after receiving the notice.
- A.4.10 The two nominees so appointed shall attempt to select a Chair for the Board, but if they are unable to agree upon the selection within a period of ten (10) working days, either of the nominees shall then have the right to request the Minister of Labour for Ontario to appoint a Chair for the Arbitration Board. Where the parties agree to have the grievance heard by a single arbitrator and the parties are unable to agree on the appointment of an arbitrator, they shall request that an appointment be made by the Minister of Labour of Ontario.
- A.4.11 Each party shall bear the expenses of its own nominee to an Arbitration Board or Arbitrator, as the case may be, and the parties shall jointly and equally bear the expenses of the Chair.
- A.4.12 No grievance may be submitted to a Board of Arbitration/Arbitrator or dealt with by a Board of Arbitration/Arbitrator, unless it has been properly carried through all the required steps of the Grievance and Arbitration Procedures.
- A.4.13 The Board of Arbitration/Arbitrator may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.
- A.4.14 The Arbitration Board/Arbitrator shall have the power to determine if any matter is arbitrable. Any Board of Arbitration/Arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to nor amend any of the terms of this Agreement. The jurisdiction of the Arbitration Board/Arbitrator shall be strictly confined to dealing with the issue in dispute between the parties, as outlined in the notice of intention to proceed to arbitration and to the issues outlined in the grievance.

- A.4.15 The decision of a Board of Arbitration shall be final and binding upon the parties and for this purpose the decision shall be unanimous or one reached by a majority of the members of the Board, provided, however, that if there is no majority decision of the Board, then the decision of the Chair shall constitute a final and binding decision of the Board. In the case of a single Arbitrator, the decision of the single Arbitrator shall be final and binding upon the parties.
- A.4.16 **The time limits specified in Articles A.4.0 through A.4.15 may be extended by mutual agreement between parties, in writing. Where there is not mutual agreement, the timelines remain in effect and are binding.**
- A.4.17 If an employee is discharged, his/her grievance must be presented in writing, signed by the employee concerned, within five (5) working days after the discharge, to the Superintendent responsible for Human Resource Services who shall answer the grievance in writing within five (5) working days after the grievance is presented to him/her. The employee's Steward shall be present when the employee presents his/her grievance. If the grievance is not settled, it shall be presented by the Grievance Committee to the Management Committee in accordance with the procedure outlined in Step 3 of the Grievance Procedure within five (5) working days after the written answer of the Superintendent responsible for Human Resource Services has been received by the employee.
- A.4.18 Where an employee's grievance against his/her discharge or suspension comes before an Arbitration Board/Arbitrator, the Board may make a ruling:
- A.4.18.1 confirming the Board's decision; or
  - A.4.18.2 reinstating the employee with or without compensation for wages lost, (except for the amount of remuneration the employee has received elsewhere); or
  - A.4.18.3 disposing of the grievance in any other manner which may be just and equitable.
- A.4.19 It is understood that no grievance may be submitted concerning the discharge, lay-off or other forms of disciplinary action of a probationary employee.
- A.5.0 RESERVATION OF BOARD RIGHTS
- A.5.1 The Union acknowledges that the management of the Board's operation and the direction of its employees shall continue to be vested exclusively with the Board and shall, among other things include the right to:
- A.5.1.1 hire, promote, transfer,
  - A.5.1.2 make and alter reasonable rules and regulations to be observed by the employee,
  - A.5.1.3 demote, suspend, discharge or otherwise discipline employees for just cause.
- A.5.2 All rights set forth in this Article will not be exercised in a manner contrary to the provisions of this Collective Agreement.
- A.6.0 UNION SECURITY
- A.6.1 All employees in the bargaining unit, except those working less than eleven (11) hours a week, shall be required to pay Union dues.
- A.6.2 The deduction of Union dues shall be made from each pay period and the total amount of Union dues deducted shall be forwarded by the Board to the National Secretary-Treasurer

of the Canadian Union of Public Employees not later than the fifteenth (15<sup>th</sup>) day of the following month together with a list of names and addresses of all employees from whose wages the deductions have been made and a total of all wages paid to employees in the bargaining unit, exclusive of overtime and fringe benefits. A copy will be sent by the Board to the Secretary-Treasurer of the Union.

- A.6.3 When a new employee covered by the terms of this Agreement is hired, within sixty (60) working days a member of the Union shall be given an opportunity to notify the new employee of the name of his/her Steward and shall acquaint the employee with the Union security provisions of this Agreement and shall also give the new employee a copy of this Collective Agreement.
- A.7.0 SENIORITY
- A.7.1 In the 2005/2006 school year, of this Collective Agreement, seniority means the length of service with the Board or with any predecessor Board of Education which has been amalgamated or merged with the Board, and seniority shall operate on a bargaining unit-wide basis. Commencing September 1, 2006, seniority shall mean length of service within CUPE Local 1734.
- A.7.2 A new employee shall be on probation for a period not exceeding ninety (90) working days. When an employee proves satisfactory he/she shall be confirmed in his/her position and his/her name shall be placed on seniority list and his/her seniority shall date back to the date of his/her hire.
- A.7.3.1 The Board will maintain a seniority list showing each employee's name, his/her job classification and the date upon which his/her seniority commenced.
- A.7.3.2 The seniority list will be revised and posted on the internal intranet (BWW) twice a year at the end of May and the end of November, and the Board will send the list electronically to the Union.**
- A.7.3.3 Member's complaints about the accuracy of the seniority list will be considered within thirty (30) working days of the date of posting and the list shall be deemed to be accurate if no complaint or grievance is received within the said time limit of thirty (30) working days.**
- A.7.4 Those transferred to positions not covered by this Agreement, will retain their seniority accumulated in the bargaining unit for a period of twelve (12) months, or up to twenty-four (24) months by mutual agreement of the parties, and if transferred back into the bargaining unit within the agreed upon period, they shall be credited with all previously accumulated seniority within CUPE 1734, provided that no bargaining unit employee who has completed his/her probationary period shall be displaced as a result of such transfer. Parties may jointly agree to extend past the 24 months upon mutual agreement between the Board, the Union and the Employee.
- A.7.5 If an employee is absent from work because of personal illness, accident or leave of absence authorized by the Board, he/she shall not lose his/her seniority rights. However, an employee's seniority shall be lost and his/her employment deemed to be terminated for any of the following reasons:
- A.7.5.1 dismissal for just cause;
- A.7.5.2 voluntary resignation;
- A.7.5.3 lay-off for twelve (12) consecutive months;

- A.7.5.4 failure to report to the Board within the time specified in a recall notice or failure to report for work on the date specified in a recall notice unless unable to do so for a valid reason. Notices of recall shall be sent by registered mail or by external courier to the employee's last address on the Board's Human Resource Services records and a copy will be sent to the Recording Secretary of the Union;**
- A.7.5.5 absence from work for three (3) consecutive working days without a valid reason;
- A.7.5.6 absence from work due to illness or injury for more than two (2) years.
- A.7.6.1 It shall be the duty of the employee to notify the Board, specifically Human Resource Services, in writing within seven (7) days of any change of address or telephone number. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail or external courier to the address of the employee which appears on the Board's Human Resource Service's records shall be conclusively deemed to have been received by the employee.**
- A.7.6.2 The Board will provide the Union with the names, addresses and phone numbers by December 1st and June 1st of each year.
- A.8.0 TRADE UNION REPRESENTATION
- A.8.1 The Union shall elect or appoint a maximum of sixteen (16) Stewards for each of the school years 2005/2006 and 2006/2007, and a maximum of eighteen (18) Stewards for each subsequent year of this Collective Agreement. The Union agrees that it will endeavour not to elect or appoint more than one Steward per worksite, with no more than one Steward to be released per worksite at the same time. It is understood that transfers may result in more than one Steward per site for the balance of that school year. The absence of a Steward from his/her normal duties shall be subject to the operational needs of the employer. Such absence shall not be unreasonably denied, and any such denial must be given to the Steward in writing.
- A.8.2 A person shall not qualify to serve as a Steward unless he/she has acquired seniority under the terms of this Agreement.
- A.8.3 The Union shall inform the Board within ten (10) working days of any change to the list of Stewards.
- A.8.4 The Board shall not be obliged to recognize any Steward unless the Board has been properly informed of her appointment or election.
- A.8.5 In addition to the Stewards elected or appointed pursuant to A.8.1, the Union shall elect or appoint a Chief Steward.
- A.8.6 The Board agrees to recognize a Union Grievance Committee comprised of the Chief Steward, one other Steward and one Executive Officer of the Union.
- A.8.7.1 It is clearly understood that Stewards will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or other Union business.
- A.8.7.2 In accordance with this understanding the Board will compensate the Stewards, also any grievor for any loss of pay for time spent at meetings with the Board or for time spent by Stewards in the investigation or processing of grievances.
- A.8.7.3 This allowance does not apply for any time spent on these matters outside regular working hours.



- A.8.8.1 It is understood that the Stewards and the committee members have their regular work to perform on behalf of the Board.
- A.8.8.2 If it is necessary for a committee member or Steward to service a grievance during his/her working hours, he/she shall not leave his/her work without first obtaining the permission of his/her immediate available Supervisor.
- A.8.8.3 If requested, he/she shall give a reasonable explanation why he/she deems such action is necessary and when resuming his/her regular work, he/she shall then again report to his/her immediate available Supervisor.
- A.8.8.4 Permission from a Supervisor shall not be unreasonably withheld.
- A.9.0 LABOUR MANAGEMENT RELATIONS
- A.9.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out the Union will supply the Board with the names of its officers.
- A.9.2 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representatives shall have reasonable access to the Board's premises in order to investigate and assist in the settlement of a grievance.
- A.9.3.1 There shall be no loss of regular wages by an employee when serving and meeting on an approved Board/Union Committee.
- A.9.3.2 No employee negotiating committee member shall be required to report to work on negotiation days provided that direct negotiations take place for any part of such days.
- A.9.3.3 The Board reserves the right to limit the payment for up to six (6) employees in A.9.3.2. In the period six (6) months prior to the termination of the Collective Agreement, each member of the Union Bargaining Committee shall be entitled to one and one half (1-1/2) days off with pay to prepare for negotiations.
- A.9.3.4 Notwithstanding A.9.3.3, no payment toward the employee negotiating team will be made by the Board, when third party assistance is entered into.
- A.9.3.5 Employees who are members of and attend approved Board/Union Committees and who are scheduled to work that day shall report to work for the remainder of the required work time.
- A.9.4 All correspondence between the parties, arising out of this Agreement and incidental thereto, shall pass to and from the Superintendent responsible for Human Resource Services and the Recording Secretary of the Union.

- A.9.5 The Board shall consult the Union when any change of status of members of the Bargaining Unit is considered
- A.9.6 Notwithstanding the above, the Board shall forward to the Union President, copies of Staff Appointment Forms. The above procedure will not include temporary transfers for a period of less than thirty (30) days.
- A.10.0 UNION/MANAGEMENT COMMITTEE
- A.10.1 The Board and the Union agree to recognize a Union/Management Committee which shall be made up of up to five (5) representatives of each party which shall meet at regular intervals at a time mutually agreed upon by the parties for the purpose of discussing mutual concerns which are not properly matters to be dealt with by other committees.
- A.10.2 The Board agrees that no employee shall be subject to any loss of normal earnings due to the time spent by the employee when attending any meetings of the Committee.
- A.11.0 VACANCIES AND JOB POSTINGS
- A.11.1 All new positions as well as first and second generation vacancies which occur within the Bargaining Unit shall be posted for a period of four (4) working days before the vacancy is permanently filled. This procedure is to be followed so that all Board staff will know of the vacancy or of the new position and be able to submit an application for same. The notice of vacancy or new position shall contain the following information: location (if possible), nature of position, qualifications, required knowledge and education, skill, shifts and wage or salary rate or range and reason for the posting. Unless superseded by a lateral move, all qualified applicants will participate in the selection process including an interview.
- A.11.1.2 The Board will notify the Union of all third and subsequent generation vacancies three (3) days prior to filling the vacancy.**
- A.11.1.3 Vacancies arising during the summer months shall be posted in accordance with A.11.1. Vacancies arising during the summer months shall be posted on the Board's website. At all times and for all postings Article A.11.1 shall apply.
- A.11.2 All applications for a posted vacancy or a new position shall be made using the approved application process.
- A.11.3 It is understood that the Board shall have the right to temporarily fill a vacancy until it has been permanently filled for a period of up to thirty (30) working days or for a longer period of time by mutual agreement of the Union and the Board.
- A.11.4 In filling any posted vacancy or new position for a position within the Bargaining Unit the Board will consider skill, ability, qualifications and training of the staff in question to perform the normal required work; however, where these are relatively equal, the employee with the most seniority within the Bargaining Unit, shall be selected. Relatively equal means that the most senior applicant will be awarded the position if their score is within 10 percentage points of the highest scoring candidate. The Bargaining Unit employee shall have priority preference to any Bargaining Unit position. If no suitable applications are received, the Board reserves the right to hire.
- A.11.4.1 The selection process for each job competition will be established based on the requirements of the position and the applications received from qualified candidates.



- A.11.4.2 For all lateral moves and for third and subsequent vacancies (Band 1 through 7), the most senior candidate will be selected if they meet the pre-established threshold requirement. The threshold requirement established by the Board will be appropriate to each job classification.**
- A.11.4.3 For the purposes of this agreement, a lateral move is when an employee applies to move from a job title in one location to the same job title in a new location.**
- A.11.4.4 The components of the selection process will be consistently administered.
- A.11.4.5 The practicum, where used, will be directly related to the duties of the position.
- A.11.5 Unless otherwise indicated on the posting, the successful candidate will be placed in their new position within 20 working days unless mutually agreed by the Union and the Board. Such mutual agreement shall not be unreasonably withheld. In any instance, unless indicated otherwise, the successful candidate will be paid the applicable rate of pay of the new position commencing on the 11th working day.
- A.11.5.1 Any successful Bargaining Unit applicant filling a vacancy or new position will be placed in the vacancy or new position for a trial period not exceeding thirty (30) working days and if the employee proves satisfactory during this period of time, he/she will then be confirmed in his/her new classification.
- A.11.5.2 During the trial period, the employee will be paid the rate of pay for the job he/she is doing.
- A.11.5.3 If the employee proves unsatisfactory during the trial period, he/she will be returned to his/her former rate of pay and will be returned to his/her former work location. Should he/she wish to return to his/her former position or location during the trial period, he/she may be returned by mutual agreement.
- A.11.5.4 Should an employee wish to return to his/her former position or location during the trial period, he/she may be returned by mutual agreement. If there is no mutual agreement, he/she will be returned to his/her former rate of pay at another location.
- A.11.6 When a successful candidate has been chosen for a vacancy, the Board shall notify the Union and all candidates of the name of the person who was successful in filling the vacancy. Such notice will be sent out within ten (10) working days.
- A.11.7 Those twelve (12) month employees filling vacancies as a result of their applying to a job posting are to remain twelve (12) months at their position. Ten (10) month employees are to remain in their position until the end of the school year. This requirement can be waived with permission from the Superintendent responsible for Human Resource Services, or if the position ceases to exist. This does not prevent employees from applying for a position or from applying for a promotion during the twelve (12) month period.
- A.11.8 In order to provide continuity of care to students with special needs, Special Education Assistants, Child & Youth Workers, Health Assistants and Assistants for the Developmentally Handicapped cannot transfer job locations during the school year without approval from the Superintendent responsible for Human Resource Services. This does not prevent employees from applying for a position during the school year.

**PART B – WAGES AND BENEFITS****B.1.0 RATES OF PAY AND CLASSIFICATIONS**

(Note: See B.1.0.1. for Market Adjustment Job Classifications)

All wage rates for all bargaining unit employees will be increased by the following amounts: Effective September 1, 2008 all employees making more than \$22.00 per hour will have their pay increased by 3% less the 66 cents they have already received effective September 1, 2008.

The School Office Supervisors have received \$31.01 per hour effective September 1, 2008. This hourly amount provides an increase greater than 3% and reflects the pay equity adjustment.

If the Pay Equity comparator gets an increase above \$31.01 such increase will be applied to the School Office Supervisor.

Further adjustment of 3% effective September 1, 2009

Further adjustment of 3% effective September 1, 2010

Further adjustment of 3% effective September 1, 2011

**(SEE MOU)**

YEAR 1 & 2 EFFECTIVE SEPTEMBER 1, 2012 TO AUGUST 31, 2014

NON MARKET-ADJUSTED JOB RATES

MARKET-ADJUSTED JOB RATES

REVISED GRID FOLLOWING THE POSTING OF THE MODIFIED PAY EQUITY PLAN - JUNE 30, 2010

Non-Market Adjusted Job Rates					Market Adjusted Job Rates									
Effective September 1, 2012 to August 31, 2014					Effective September 1, 2012 to August 31, 2014									
Classification	September 1, 2011 - August 31, 2012				Classification	September 1, 2011 - August 31, 2012								
	Step 1	Step 2	Step 3	Step 4		Step 1	Step 2	Step 3	Step 4					
<b>Band 1 (330-379)</b> Booking Office Operator*	17.93	18.33	18.73	19.13	<b>Band 3 (430-479)</b> Help Desk Operator	26.07	26.47	26.87	27.27					
<b>Band 2 (380-429)</b> Administrative Support - Night School (formerly Assistant Night School Secretary) Administrative Support - Media Resources (formerly Secretary Media Resources) Administrative Support - Summer School (formerly Summer School Assistant Head Secretary) Clerical Office Services Media Specialist 1 Receptionist (formerly Switchboard/Receptionist)	21.07	21.47	21.87	22.27	<b>Band 5 (530-579)</b> Assistant Liaison Officer	25.92	26.32	26.72	27.12					
					<b>Band 5 (530-579)</b> Computer Operator	26.07	26.47	26.87	27.27					
					<b>Band 7 (630-679)</b> Central Brailist Sign Interpreter	30.81	31.21	31.61	32.01					
					<b>Band 7 (630-679)</b> Administrative Desktop Support Analyst Buyer Desktop Support Technician Liaison Officer	29.99	30.39	30.79	31.19					
<b>Band 3 (430-479)</b> A.V. Assistant * Educational Assistant - Summer Institute (formerly Summer Institute Educational Assistant) Hardware Operator Operations Assistant - Summer Institute (formerly Summer Institute Operations Assistant) Program Assistant Records Management Clerk Summer Institute Secretary* Warehouse Person	21.17	21.57	21.97	22.37	<b>Band 7 (630-679)</b> Sr. Administrative Desktop Support Analyst	32.08	32.48	32.88	33.28					
					<b>Band 8 (680-729)</b> Network Analyst	29.99	30.39	30.79	31.19					
					<b>Band 8 (680-729)</b> Web Master*	33.88	34.28	34.68	35.08					
					<b>Band 8 (680-729)</b> Programmer Analyst	35.58	35.98	36.38	36.78					
					<b>Band 9 (730-779)</b> Sr. Network Analyst Sr. Desktop Support Technician*	33.88	34.28	34.68	35.08					
					<b>Transportation Officer</b>	(No Wage Rate Assigned)								
					<b>Band 4 (480-529)</b> Administrative Assistant - Night School (formerly Head Night School Secretary) Administrative Assistant - Summer School (formerly Summer School Head Secretary) Administrative Support 2 (formerly Clerical 2) Administrative Support 2 - Student Services (formerly Clerical 2 Special Education) A.V. Technician Computer Lab Assistant* Courseware Specialist Digital Operator Media Specialist 2 Offset Operator Outdoor Education Assistant* Special Education Assistant Swim Assistant	21.51	21.91	22.31	22.71					

Modifications Pending

<b>Band 5 (530-579)</b> Athletic Administrative Assistant Dispatcher Library Technician Project Scheduler* School Administrative Support A & B (formerly School Secretary A & B)	22.61	23.01	23.41	23.81
<b>Band 6 (580-629)</b> Access Notetaker Accounting Representative Administrative Support 3 (formerly Clerical 3) Assistant Buyer* Assistant for the Developmentally Handicapped Communicative Disorder Assistant FM Technician Food & Nutrition Manager* Library Automation Technician Offset Operator 2 Oral Interpreter Outdoor Education Program Assistant Performance Plus - CYW School Brailist School Technology Assistant*	24.32	24.72	25.12	25.52
<b>Band 7 (630-679)</b> Administrative Assistant - Continuing Education Services (formerly Continuing Education ESL, Administrative Assistant) Assistant Secondary Administrative Support (formerly Assistant Head Secretary - Secondary) Child and Youth Worker Health Assistant Intervenor for Deaf Blind Students Media Specialist 3 Payroll Representative Plant Technician Architectural/Engineering	24.66	25.06	25.46	25.86
<b>Band 8 (680-729)</b> Elementary Office Administrative Assistant (formerly School Office Administrative Assistant) Graphic Artist Hardware Assistant* Intervention Support Worker (formerly Itinerant Intervention Assistant) Technology Support Technician	25.65	26.05	26.45	26.85
<b>Band 9 (730-779)</b> Secondary Office Administrative Assistant (formerly School Office Supervisor) hired prior to June 30, 2010	32.69	33.09	33.49	33.89
<b>Band 9 (730-779) Proportional Value Method</b> Secondary Office Administrative Assistant (formerly School Office Supervisor) hired as of June 30, 2010 Computer Resource Assistant*	27.28	27.68	28.08	28.48

Modifications Pending

\* No incumbent, not evaluated \*\* No incumbent

- B.1.0.1** The Employer and the Union agree that the following job classifications listed below may be given consideration for a “market adjustment”. Such market adjustment will allow the Employer to hire into these classifications at the market value rate as established in Article B.1.0 should market conditions dictate that recruitment within the normal job rate is not possible. The Employer agrees to provide the Union with a verifiable market scan prior to the expiration of this agreement and whenever a “market adjustment” is to be given consideration for any position not included below:

**Administrative Desktop Support Analyst**  
**Senior Administrative Desktop Support Analyst**  
**Desktop Support Technician**  
**Senior Desktop Support Technician**  
**Network Analyst**  
**Senior Network Analyst**  
**Programmer Analyst**  
**Buyer**  
**Central Brailist**  
**Sign Interpreter**  
**Deafblind Intervener**  
**Access Notetaker**

- B.1.1 Method of Payment for Incremental Purposes and Rate Increases**
- B.1.1.1 All employees on staff January 1, 1987 will be placed on the appropriate grid step in B.1.0. This grid step includes a new rate increase plus any applicable increment or portion thereof.
- B.1.1.2 For subsequent increments the anniversary date for moving to the next step will be January 1. **(SEE MOU)**
- B.1.1.3 All employees hired after January 1, 1987 will be placed on the appropriate grid step in B.1.0. **(SEE MOU)**
- B.1.1.4 For employees under B.1.1.3 the anniversary date for incremental purposes will be the start date. **(SEE MOU)**
- B.1.1.5 For all employees the effective date for rate increase only will be January 1. **(SEE MOU)**
- B.1.1.6 A Bilingual Secretary, where required, will receive a premium of \$.35 cents per hour.
- B.1.1.7 An employee who operates a forklift on a regular basis shall receive the forklift operator premium of \$.20 (twenty cents) per hour if he/she has successfully completed specialized training as required by the Ministry of Labour.
- B.1.1.8 An employee assigned, promoted or reclassified to a higher paying position shall be placed in an experience grade in the new classification which is at least higher by an increment than the previous rate up to the maximum of the new classification. **(SEE MOU)**
- B.1.2 Wages shall be paid by a deposit to the employee’s account at only chartered banks or trust companies on an electronic network every second Thursday.
- B.1.3 When an employee is temporarily appointed in a higher paying classification for fifteen (15) days or more, he/she shall receive the rate for the classification for which he/she is temporarily substituting. Such payment shall be retroactive to the date he/she assumed the duties.

## B.2.0 OVERTIME

B.2.1 The parties agree that accumulated lieu time as compensation for overtime shall be taken at a time mutually agreed upon by the employee and the Supervisor.

- a) All pre-authorized hours in excess of seven (7) hours in any workday, shall be paid for by the Board at the rate of time and one-half of the equivalent of the employee's pro-rated hourly rate. Pre-authorization must be given by the Principal or non-bargaining unit Supervisor.
- b) An employee may choose to accumulate lieu time instead of payment. Such time cannot exceed twenty-one (21) hours in a six (6) month period. The rate of accumulation will be at appropriate overtime rates.
- c) The accumulated time shall be taken off at a time mutually agreed to by the employee and the Principal or non-bargaining unit Supervisor.

B.2.2 Double time shall be paid for all hours worked on Sundays except when the time is accumulated as lieu time.

B.2.3 Overtime shall be distributed as equally as practicable among employees normally performing the work in question.

B.2.4 Overtime shall be worked on a voluntary basis. However, the Board, the employees and the Union acknowledge the necessity of overtime and the employees agree to work a reasonable amount of overtime.

B.2.5 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

## B.3.0 SHIFT WORK AND SHIFT PREMIUM

B.3.1 In the event that the Board institutes a second shift, which shall be defined as any shift when the majority of hours worked are after 5:00 p.m., the parties shall meet to negotiate shift conditions and an appropriate shift premium. Failing agreement, the matter may be resolved by the Arbitration Procedures established in this Agreement.

B.3.2 For the term of this Agreement, should a shift term be introduced for any employee, the conditions as set out in B.3.1 shall apply and such shift shall end no later than 11:00 p.m. The shift premium shall be:  
 Effective Sept. 1, 2009 \$.57 cents per hour;  
 Effective Sept. 1, 2010 \$.58 cents per hour;  
 Effective Sept. 1, 2011 \$.60 cents per hour.

## B.4.0 CALL IN EMERGENCY WORK GUARANTEE

B.4.1 An employee who has left work and is called back to work after completing his/her normal work day to perform an emergency assignment shall be paid for such work at a minimum amount equal to four hours' pay at the equivalent of the employee's straight time hourly rate. Such employee shall be eligible for travel allowance in accordance with Board policy.

B.4.2 Any full time employee called in to work prior to the commencement of his/her normal work day shall be paid at the rate of time and one-half for all time worked prior to the employee's normal starting time. Any such time shall not be included for the purposes of computing overtime pay as provided in Article B.2.1.

B.5.0 WEEKEND WORK ASSIGNMENTS

B.5.1 Where the employee is called in or scheduled to perform a weekend work assignment on a Saturday or Sunday he/she shall be paid for such work performed on either of these days a minimum amount equal to four (4) hours pay at straight time.

B.5.2 For Information Services employees, the Board agrees to pay for one hour of on-call for each day the employee is requested to be on-call.

B.6.0 INSURED EMPLOYEE BENEFITS

B.6.1 **OMERS:**

B.6.1.1 The Board shall maintain its present share of the premium cost of the Ontario Municipal Employees Retirement System Plan (OMERS) for all employees as outlined in the *Letter of Intent #23 – OMERS Definition of Contributory Earnings*.

B.6.2 **Ontario Health Insurance (OHIP):**

B.6.2.1 If a hospital insurance plan requiring premiums is reintroduced, the Board will pay 100% of the premium cost of the plan for its full-time employees unless otherwise specified in this Agreement.

B.6.3 **Semi-Private:**

B.6.3.1 The Board shall pay 100% of the premium cost of semi-private hospital coverage for all full-time employees.

B.6.4 **Extended Health Care:**

B.6.4.1 The Board shall pay 100% of the premium cost of extended health care coverage which shall include provision for vision care coverage in any two consecutive calendar years for all full-time employees as follows:

- \$300 effective September 1, 2008
- \$350 effective September 1, 2010.

As an alternative to glasses, employees may elect to use this entitlement toward laser eye surgery.

B.6.4.2 The Board shall pay 100% of the premium cost of extended health care coverage which shall include \$200 hearing aid coverage every 24 months for all its full-time employees effective September 1, 2001.

B.6.5 **Dental Plan:**

B.6.5.1 The Board shall pay 100% of the premium cost for a basic dental plan for all its full-time employees.

B.6.5.2 The Board shall pay 100% of the premium cost for a basic dental plan with the:

- 2007 Ontario Dental Association (ODA) rates effective September 1, 2008;
- 2008 ODA rates effective September 1, 2009;
- 2009 ODA rates effective September 1, 2010;
- 2010 ODA rates effective September 1, 2011.

**(SEE MOU)**

B.6.5.3 A member may, subject to enrolment requirements of the insurance carrier, participate in

a major restorative rider or an orthodontic rider. The employee will pay 100% of the cost.

**B.6.6 Group Insurance:**

B.6.6.1 The Board shall pay 100% of the premium cost for a Group Life Insurance Plan for all full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.

B.6.6.2 Triple life insurance coverage may be carried by an employee, subject to the enrolment requirements of the insurance carrier, with the employee paying the total difference in premium from double salary coverage to triple salary coverage. In accordance with the requirements of the benefits carrier, life insurance coverage will cease on an employee's 65<sup>th</sup> birthday.

B.6.6.3 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, a member who retires from the Board prior to age 65 or is on LTDI, may retain membership in any of the Group Benefit Plans to which he/she belonged at the time of retirement or is placed on LTDI, until he/she attains the age of 65 years. The retired member, and/or the members on LTDI must pay the full premium cost to maintain his/her participation and coverage under the group contracts.

B.6.6.4 The Board shall pay 100% of the premium cost for an Accidental Death and Dismemberment Plan for all full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.

B.6.6.5 It is a condition of employment that a member participates in a Long Term Disability program. Employees pay 100% of the premium cost.

**B.6.7 Change of Carrier:**

B.6.7.1 The Board may change the carrier of any benefit plan (other than OHIP) provided that any benefits provided by such other carrier are at least equivalent to the present benefits in this Collective Agreement.

**B.7.0 PAID HOLIDAYS**

B.7.1 The following shall be recognized as paid holidays and will be paid for at the employee's regular rate of pay. When any of the following holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday or the preceding Friday shall be deemed to be a holiday for the purpose of this Agreement, subject to the right of the Board to schedule it. During the first thirty (30) days of employment, a new employee will qualify for a paid holiday as stipulated in the *Ontario Employment Standards Act*.

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

B.7.2.1 Two (2) float holidays per year shall be observed at a time mutually agreed upon between the Supervisor and the employee. A new employee must have passed his/her probationary period to receive float days. New employees hired after June 1st will only be entitled to one (1) float day in the calendar year in which they are hired.

B.7.2.2 All float holidays must be used within the calendar year of January 1 to December 31.

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- B.7.3 In the event that an additional day, other than those listed in B.7.1 is proclaimed a school holiday, that day will replace one (1) of the float days in B.7.2.1.
- B.7.4 Civic Holiday shall be celebrated on such day as designated by the Board.
- B.7.5 Part-time employees shall be paid for the holidays listed in B.7.1 at their regular daily rate.
- B.7.6 An employee will be paid for a holiday provided that he/she:
- a) works his/her last full scheduled day before and his/her first full scheduled day after such holiday and works on such holiday if he/she is scheduled to work, unless he/she makes some other arrangement satisfactory to the Board;
  - b) is on the active payroll of the Board and not on a leave of absence, Workplace Safety & Insurance Board or lay-off;
  - c) is absent on one or both of the days due to personal illness, provided, however, that the Board may require the employee to provide a satisfactory medical certificate.
- B.7.7 If any of the holidays listed in B.7.1 are observed during an employee's vacation, he/she shall be entitled to an extra day's pay or an extra day's vacation with pay, as the employee and the Board may determine by mutual agreement.
- B.7.8 Employees who are required to work on a paid holiday shall be paid for all hours worked at the rate of double time the equivalent of the employee's straight time hourly rate, in addition to whatever holiday pay to which the employee may be entitled.
- B.8.0 VACATION AND VACATION PAY
- B.8.1 A full-time employee who has completed continuous service with the Board shall receive vacation with pay in accordance with the chart below.

<b>Length of Continuous Service as of June 30<sup>th</sup> in each year</b>	<b>Length of Vacation Entitlement with Pay per Year</b>
Less than 1 year	1.25 days for each month of service
1 year but less than 10 years	3 weeks vacation (15 days)
10 years but less than 20 years	4 weeks vacation (20 days)
20 years or more	5 weeks vacation (25 days)

Effective September 1, 2010 a full-time employee who has completed continuous service with the Board shall receive vacation with pay in accordance with the chart below.

<b>Length of Continuous Service as of June 30<sup>th</sup> in each year</b>	<b>Length of Vacation Entitlement with Pay per Year</b>
Less than 1 year	1.25 days for each month of service
1 year but less than 9 years	3 weeks vacation (15 days)
9 years but less than 18 years	4 weeks vacation (20 days)
18 years or more	5 weeks vacation (25 days)

- B.8.1.1 Vacation is an accrued benefit, which is earned in the vacation year prior to the year in which vacation is taken. Employees who are absent from work without pay will not have earned their full vacation entitlement. This will be calculated as follows:

$$\frac{\# \text{ of days absent w/o pay}}{260} \times \text{vacation entitlement} = \# \text{ of days not earned for vacation purposes}$$

- B.8.2 Vacation pay will be paid bi-weekly on the employees' regular pay date. Employees will be laid off and issued records of employment for Christmas break, March break and the summer period and any other board designated school breaks that are five (5) consecutive work days or greater.**

- B.8.3 Vacation pay for employees who work less than 12 months per year shall be calculated as follows:**

<b>Length of Continuous Service as of June 30<sup>th</sup> in each year</b>	<b>Vacation Pay Entitlement (as a percentage of gross earnings)</b>
Less than 9 years	6%
9 years but less than 18 years	8%
18 years or more	10%

- B.8.4 In the event of an employee's services terminated for any reason prior to June 30<sup>th</sup> in any year, she shall be paid any vacation pay to which he/she is entitled at the time of his/her termination in the appropriate pro-rated amount. Should an employee die, his/her estate shall be credited with the value of vacation pay owing his/her.

- B.8.5.1 Vacations shall be taken during school vacation periods, at the discretion of the Board. However, a request in writing by an employee to take his/her vacation at another time shall not be unreasonably denied.

- B.8.5.2 Where two (2) or more employees in the same work location or department request vacation at the same time, and such requests cannot all be approved due to staffing requirements at such work location or department, then seniority shall be the deciding factor to determine which employee(s) shall be granted the vacation time as requested.
- B.8.6 For the purposes of computing qualifications for vacation with pay, the service rendered by an employee to a predecessor Board of Education which has been amalgamated or merged with the Board shall be counted.
- B.8.7 Sick leave may be substituted for vacation where an employee can substantiate by means of a medical certificate that he/she was incapacitated for five (5) consecutive working days or more during this vacation period. Under these circumstances, the time for future vacation, which is given to the employee, shall be deducted from the employee's sick leave bank.
- B.8.8. An employee may request to carry over one (1) week of vacation entitlement from one (1) year to the next. Such carry over must be used the following year.
- B.9.0 MILEAGE ALLOWANCE
- B.9.1 If an employee is asked and agrees to operate his/her own vehicle when engaged in Board business, he/she shall be entitled to the prevailing mileage allowance according to Board policy.
- B.10.0 MEAL ALLOWANCE
- B.10.1 When an employee is required to work three (3) hours or more beyond the end of his/her regularly scheduled work day or is called into work three (3) hours or more prior to the commencement of his/her regularly scheduled shift, he/she shall be paid a meal allowance of \$10.00 provided that the employee completes his/her entire regular workday.**

B.11.0 SICK LEAVE AND RETIREMENT BENEFITS

- B.11.1 The sick leave account of a full-time twelve (12) month employee shall be credited with two (2) days per month, twenty-four (24) days per year, on September 1 of each year, in advance. Such sick leave shall be with pay and the employee may carry forward the unused portion of any sick leave from one (1) year to another up to a maximum of two hundred and sixty-four (264) days.

For the purpose of this article the word "year" shall mean the period commencing on the 1<sup>st</sup> day of September and ending the 31<sup>st</sup> day of August the following year. The sick leave of employees who work less than twelve (12) months will be pro-rated accordingly.

- B.11.2 Part-time employees shall be entitled to the benefits provided in B.11.1 on a pro-rated basis.
- B.11.2.1 An employee must inform his/her Supervisor of an absence prior to the absence, giving reason for the absence and the expected duration of the absence.
- B.11.3 Under normal circumstances no medical certificate shall be required for an absence up to five (5) consecutive working days. However, for employees who may have repeated absences from work that are charged to sick leave, the Board may require a medical certificate for any and/or all further absences. Requests must be made in writing.
- B.11.4 The sick leave account of each employee shall be charged in accordance with the

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following provisions:

- a) one (1) day for each day of absence due to illness or injury;
  - b) one (1) day for absence due to writing examinations approved by the Board (maximum 1 day per exam);
  - c) one (1) day for absence due to the moving of an employee's prime residence [situations of family break-up will be covered] (maximum 1 day per year);
  - d) three (3) days where absence is necessary due to the severe illness of a parent, spouse, or child (maximum 3 days per year);
  - e) one (1) day for attending a funeral;
  - f) convocation from a post-secondary institution of employee, spouse, or child but a maximum of 1 day per occasion;
  - g) five (5) paternity days for birth or adoption of employee's child.
- B.11.4.1 i) Observance of a Faith Day where the tenets of the employee's religion requires the employee to be absent from work (maximum two (2) days with no charge to sick leave or retirement gratuity).
- ii) For the purposes of a Faith Day for a sincerely held religious belief, there shall be no deduction from pay for absences of an additional three (3) days, but an employee absent from duty for these additional days, shall have three (3) days charged to the employee's sick leave account.
- B.11.4.2 It is understood that deductions from the sick leave account for absences other than (a) above shall be in accordance with *Employment Insurance Regulations*.
- B.11.5 The sick leave account of any employee shall not be charged due to absences for the following reasons:
- a) jury duty as provided in C.4.0 of this Collective Agreement;
  - b) quarantine, provided the employee is not the person who is ill;
  - c) attendance at conferences and conventions approved by the Board;
  - d) exceptional circumstances as determined by the Board, specifically the Superintendent responsible for Human Resource Services shall make the determination.
- B.11.6 For absences due to injuries covered by Workplace Safety & Insurance Board, the Board shall pay full salary, by deducting from the employee's sick leave account the number of days equivalent to the fraction of salary not paid by the Workplace Safety & Insurance Board. Payments by the Workplace Safety & Insurance Board shall be paid directly to the York Region District School Board.

- B.11.7 Any employee who has attained the age of fifty-five (55) years or more, or whose combined age and years of service exceed the eighty (80) factor or any other factor as determined by OMERS, and who ceases to be employed because of retirement from the Board's service due to age or who ceases to be employed by reason of disability and is immediately entitled to draw a pension, shall be paid a Retirement Gratuity in an amount not exceeding fifty percent (50%) of his/her accumulated sick leave credit, up to a maximum of one hundred and twenty (120) days' earnings at his/her regular rate immediately prior to retirement. In case of an employee's death, the above benefit would be paid to the employee's designated beneficiary for group life insurance unless otherwise stipulated in writing by the employee.
- B.11.8 An employee retiring due to disability shall obtain a medical certificate stating the need for early retirement from a doctor approved by the Board.
- B.11.9 The amount of Retirement Gratuity shall be calculated by dividing the employee's salary by two hundred and forty (240) days and multiplying the result by the number of days in the employee's Retirement Gratuity account. The credit in the employee's Retirement Gratuity account shall be calculated as follows:
- a) at the end of each year a maximum of nine (9) days shall be added to the employee's Retirement Gratuity account, subject to a deduction of the number of days equivalent to the first and second days of each absence during that year, except in no case shall the figure added to the Retirement Gratuity account exceed the number of days by which the employee's sick leave credit has been increased because of that year;
  - b) absences shall affect the Retirement Gratuity account only when the number of days in an employee's sick leave account is reduced to equal the number of days in the Retirement Gratuity account, in which case both the sick leave account and Retirement Gratuity account shall be reduced by one day for each day of absence.
- B.11.10 Once each year, not later than the last day of December, each employee shall be given a statement notifying him/her of his/her sick leave position and his/her retirement gratuity at the end of August of that same year.

#### B.12.0 RETROACTIVE SALARY

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

#### B.13.0 EDUCATIONAL TRUST FUND

- B.13.1 The Board agrees to provide an Educational Trust Fund for the purpose of upgrading the qualifications of employees. The fund will be used to assist employees taking accredited courses, which may prove beneficial to the Board. Accreditation of a course and the amount of assistance to be provided for each employee shall be determined by the Union/Management Committee. The Board will provide \$20,000.00 for the fund in each of the school years 2008/2009 and 2009/2010, and \$20,000.00 in each subsequent year of the Collective Agreement.
- B.13.2 Notwithstanding the above, an employee cannot request any assistance from the Educational Trust Fund to assist with costs incurred in B.14.1.

- B.13.3 Upon successful completion by the employee of academic or technical courses and/or seminars, which are approved in advance by the Union –Management Committee, the employee shall be entitled to the prevailing reimbursement as per Board policy.
- B.14.0 NIGHT SCHOOL/CONTINUING EDUCATION CLASSES
- B.14.1 After the minimum for a class requirement has been met, and there is a vacancy in any of the night school classes of Continuing Education classes operated by the York Region District School Board, an employee may register in any class, subject to any special requirements or prerequisites, without paying any course registration fee. However, the employee shall be subject to payment at his/her own expense of any fees or financial costs.
- B.15.0 BOARD SPONSORED COURSES
- B.15.1 The parties agree that the Board will post on the internal intranet site a list of Board sponsored courses that CUPE Local 1734 members are able to access. The employer will work jointly with the Labour Management committee of Local 1734 to develop a list of possible workshops/courses that will be offered to employees.**
- B.16.0 UNIFORMS
- B.16.1 Commencing the school year 2008/09, the Board will provide all permanent warehouse and offset operator employees with a uniform/safety footwear voucher equivalent to \$345.00. For subsequent years of this collective agreement, the Board will provide \$235.00. This provision is contingent upon the yearly purchase of safety footwear and excludes the purchase of outdoor wear/coats.
- B.16.2 All employees will be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed in uniform at all times when on duty.

## PART C – LEAVES OF ABSENCE

### C.1.0 LEAVES GENERAL

**C.1.1 An employee may be granted a leave of absence without pay, without benefits and without loss of seniority up to sixty (60) calendar days if his/her written application is approved by the appropriate official of the Board and is sent to the Board's business office at least fifteen (15) calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting or the denial of any leave of absence will be confirmed in writing.**

C.1.2 An employee must have accumulated at least one (1) year of seniority in order to qualify for a leave of absence as outlined in Article C.1.1. The employee may apply in advance so long as the qualification would be met on or before the start of the leave.

**C.1.3 An employee may be granted a leave of absence without pay, without benefits and without loss of seniority of greater than sixty (60) calendar days and up to but no longer than one (1) year if approved by the Director or his/her designate. An employee requesting leave under C.1.3 shall make the request in writing to the Superintendent responsible for Human Resource Services or his/her designate at least 30 calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting or denial of the leave of absence shall be confirmed in writing.**

C.1.4 An employee must have accumulated at least two (2) years' seniority in order to qualify for a leave of absence as outlined in Article C.1.3. The employee may apply in advance so long as the qualification would be met on or before the start of the leave.

C.1.5 An employee granted a leave under C.1.1 or C.1.3 shall have his/her position guaranteed for one year provided the position continues to exist. If the position doesn't exist the Board will provide a position equal in pay and classification.

C.1.6 An employee on leave may retain his/her membership in any benefit plan to which he/she was registered, by paying full premiums applicable under a preauthorized plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.

### C.2.0 LEAVES FOR UNION BUSINESS

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

C.2.1.2 Upon written request by the employee, he/she may maintain his/her insured employee benefit coverage provided that the full premium cost is paid by the employee.



- C.2.2 Upon written request by the Union given not less than ten (10) calendar days in advance to the Board, the Board will grant leave of absence without pay or loss of seniority to the employees named in such request to absent themselves to attend Union conventions or seminars or local business of the Local Union, limited, however, for each such event to not more than twelve (12) employees and to time off of not more than one hundred and fifty (150) person days per Agreement year. It is understood that not more than one (1) employee shall be absent from the same work location or Board office department at the same time. During such leave, the Board shall pay to the employee his/her regular wages and benefits and bill the cost of such to the Union for reimbursement within sixty (60) calendar days after expiration of such leave. No requests shall result in any one employee having an excessive amount of time off in a school year.
- C.2.3 The Board agrees to pay the cost of wages and benefits for the full-time release of one person designated by the Union as CUPE 1734 President.
- C.2.3.1 The President of CUPE 1734 shall receive the pay rate according to his/her classification plus \$2.75 per hour (\$3.10 per hour effective September 1, 2010).
- C.2.3.2 The position of President shall be a twelve (12) month position.
- C.2.3.3 An employee whose term as President or Chief Steward ends shall have the right to return to the same position he/she held prior to holding the position of President or Chief Steward of CUPE 1734. If, however, no position exists at the level the employee held prior to the leave, then the rate of that position will be paid for one (1) year. After that time, the employee will be paid at the rate of the position he/she holds. The employee displaced by the return of the former Union President or Chief Steward shall be placed in accordance with the surplus practices of the Board.**
- C.2.3.4 The Board agrees to the full time release of one person designated by the Union as the CUPE Local Chief Steward on the condition that this release is seventy-five (75) per cent paid by the Board and twenty-five (25) percent paid by the Union. The Chief Steward shall receive the pay rate according to his/her classification.
- C.3.0 BEREAVEMENT LEAVE
- C.3.1 An employee shall be granted three (3) regularly scheduled consecutive work days' leave without loss of salary or wages or charge to sick leave in the event of the death of an employee's parent, spouse, sibling, child, mother-in-law or father-in-law, grandparent or grandchild, son-in-law or daughter-in-law.
- C.3.2 A leave of one (1) day shall be granted for the purpose of attending a funeral, other than listed in C.3.1. Such absence shall be deducted from Sick Leave Credits in accordance with Article B.11.4. **(SEE MOU)**
- C.4.0 JURY AND/OR CROWN WITNESS DUTY
- C.4.1 The Board shall grant leave of absence without loss of seniority to an employee who serves as a juror or crown witness in any court.
- C.4.2 The Board shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or as a crown witness, excluding payment for travelling, meals or other expenses.
- C.4.3 The employee will present proof of service and attendance and the amount of pay received.



C.5.0 PREGNANCY/PARENTAL LEAVE

For the purpose of implementing Articles C.5.0, C.6.0, C.7.0, C.8.0, July and August shall be deemed as months worked for ten (10) month employees.

C.5.1 "Pregnancy Leave" means leave of absence of seventeen (17) weeks or less without pay granted pursuant to the *Employment Standards Act, 2000*.

C.5.2 "Parental Leave" means leave of absence of thirty-five (35) weeks or less without pay if the employee took pregnancy leave and thirty-seven (37) weeks or less without pay if the employee did not take pregnancy leave, pursuant to the *Employment Standards Act, 2000*.

C.5.3 Pregnancy/Parental Leave will be granted pursuant to the *Employment Standards Act, 2000*.

C.5.4 Pursuant to the terms of the Act, an employee should notify his/her Principal or immediate Supervisor as soon as possible of the pregnancy and arrange a suitable date for the commencement of the leave.

C.5.5 The employee shall not work and the Board shall not cause his/her to work or permit his/her to work until six weeks after the date of delivery or for such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.

C.5.6 An employee returning from a Pregnancy/ Parental Leave shall have his/her position guaranteed with the Board, subject to other terms within this Agreement.

C.5.7 The Board shall continue to pay its share of the employee's insured Employee Benefit Plans for the period of the Pregnancy/Parental Leave.

C.5.8 An employee returning from Pregnancy/ Parental Leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.

C.5.9 An employee on Pregnancy/Parental Leave shall not apply for payment from the Sick Leave Plan or Account, during the leave.

C.5.10 An employee returning from Pregnancy/ Parental Leave shall have existing sick leave benefits and Retirement Gratuity Credits fully reinstated.

C.5.11 A position held by an employee going on Pregnancy/Parental Leave shall be filled in an acting capacity. Under this condition the Union agrees that Article A.11.3 shall apply.

C.6.0 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

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

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

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

C.6.3 An application for SEB must be made by the employee on a form to be provided by the

Board. The employee shall provide verification of the approval of the E.I. claim.

- C.6.4 A SEB payment shall be made only when it has been verified that the employee has applied and qualified for E.I.
- C.6.5 The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. The benefit level paid to an employee under this Plan is 100% of the approved E.I. benefits level. The combined weekly rate of the E.I. benefit and SEB payments will not exceed 95% of the employee's normal weekly earnings.
- C.6.6 The employee shall sign an agreement with the Board indicating:
- (a) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board for a period of one year after returning from the employee's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement); and
- (b) that should the employee not comply with (a) above the employee shall reimburse to the Board any monies paid to the employee under this SEB Plan.

C.7.0 INFANT CARE LEAVE

- C.7.1 "Infant Care Leave" means a leave of absence without pay to provide a period of time, following Pregnancy/Parental Leave for a parent to take care of a new born child.
- C.7.2 To be eligible for an Infant Care Leave, an employee must have been continuously employed by the Board for a period of two (2) years exclusive of statutory leaves.
- C.7.3 An employee who is eligible for an Infant Care Leave may apply at the same time as a Pregnancy/Parental Leave or no later than sixty (60) days prior to the date the Pregnancy/ Parental Leave is to end.
- C.7.4 The sum of a Pregnancy/Parental Leave and an Infant Care Leave granted under this Collective Agreement may be up to one (1) year and thirty-five (35) weeks.
- C.7.5 The application for Infant Care Leave shall include the requested expiration date of the leave.
- C.7.6 An employee on Infant Care Leave shall not be paid employee benefits during the period of leave. Such employee may retain his/her membership in any plan to which he/she was registered at the beginning of the leave, by paying full premiums applicable through a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
- C.7.7 The position held by the employee going on Infant Care Leave shall not be maintained by the Board for the employee. Subject to other terms in this Agreement, the employee shall be offered employment at the same level at which he/she left upon return to the Board at the end of the leave.
- C.7.8 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time the employee will be paid the rate of the position he/she holds.
- C.7.9 Leave of absence granted because of Infant Care Leave shall not be charged to the Sick Leave Plan, and no Sick Leave credits shall accrue.

- C.7.10 An employee returning from Infant Care Leave shall have existing Sick Leave Benefits, Retirement Gratuity Credits and seniority fully reinstated.
- C.7.11 A position held by an employee going on Infant Care Leave shall be filled on a permanent basis.
- C.8.0 ADOPTION LEAVE/PARENTAL LEAVE
- C.8.1 "Adoption Leave" means a leave of absence without pay not exceeding thirty-seven (37) weeks granted to parent at the time a child is adopted pursuant to the *Employment Standards Act, 2000*.
- C.8.2 Such leave shall not qualify any employee for payment from the Sick Leave Plan or Account, nor to the accumulation of sick leave during the leave.
- C.8.3 An employee returning from Adoption/ Parental Leave shall have his/her position guaranteed with the Board, subject to other terms within this Agreement.
- C.8.4 The Board shall continue to pay its share of the employee's insured Employee Benefit Plans for the period of the Adoption/Parental Leave.
- C.8.5 An employee returning from Adoption/ Parental Leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.
- C.8.6 A position held by an employee going on Adoption/Parental Leave shall be filled in an acting capacity. Under this condition the Union agrees that Article A.11.3 shall apply.
- C.8.7 An employee returning from Adoption/ Parental Leave shall have existing Sick Leave Benefits and Retirement Gratuity credits fully reinstated.
- C.9.0 CHILD CARE LEAVE
- C.9.1 "Child Care Leave" means a leave of absence without pay to provide a period of time immediately following an Adoption Leave for a parent to care for a newly adopted child.
- C.9.2 To be eligible for Child Care Leave, an employee must have been continuously employed by the Board for a period of two (2) years exclusive of statutory leaves.
- C.9.3 An employee who is eligible for Child Care Leave may apply at the same time as an Adoption/Parental Leave or no later than sixty (60) days prior to the date the Adoption/Parental Leave is to end.
- C.9.4 The sum of an Adoption/Parental Leave and a Child Care Leave granted under the Collective Agreement may be up to one (1) year and thirty-five (35) weeks.
- C.9.5 An employee on Child Care Leave shall not be paid employee benefits during the period of leave. Such employee may retain his/her membership in any plan to which he/she was registered at the beginning of the leave, by paying full premiums applicable through a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
- C.9.6 An employee returning to the Board from a Child Care Leave shall be offered employment with the Board at the same level at which he/she left.

- C.9.7 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time the employee will be paid the rate of the position she holds.
- C.9.8 Leave of absence granted because of Child Care Leave shall not be charged to the Sick Leave Plan, and no Sick Leave Credits shall accrue.
- C.9.9 An employee returning from Child Care Leave shall have existing Sick Leave Benefits, Retirement Gratuity Credits and seniority fully reinstated.
- C.9.10 A position held by an employee going on Child Care Leave shall be filled on a permanent basis.

## PART D – CONDITIONS OF WORK

### D.1.0 HOURS OF WORK

- D.1.1 The regular work week shall consist of thirty-five (35) hours worked in five (5) consecutive days, Monday through Friday, with the exception of summer Working Hours during July and August upon agreement with the Union.
- D.1.2 The Board does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.
- D.1.3 An unpaid lunch period free of work duties of one (1) hour shall be provided once each day. It is agreed and understood that employees may elect less than the one (1) hour unpaid lunch period but not less than thirty (30) minutes, by mutual agreement between the employee and the supervisor as per A.1.4. Employees are not required to remain on Board property during their unpaid lunch period.
- D.1.4 A fifteen (15) consecutive minute paid rest period shall be provided in the morning and in the afternoon. In no instance, shall an employee be required to work more than three (3) consecutive hours without a break. Break periods for employees who regularly work less than seven (7) hours per day shall be provided on a pro-rated basis.

### D.2.0 LAY-OFFS AND RECALL

- D.2.1 In the event of a staff reduction resulting in a lay-off of personnel, the employee with the least seniority within the Bargaining Unit, will be the first laid off provided the employees retained have the required skills and ability to perform the tasks.
- D.2.2 Subject to the requirements outlined in D.2.1, no new employees will be hired until those employees who are on lay-off are given an opportunity for re-employment, provided such employees have the necessary qualifications to perform the tasks.
- D.2.3 Employees who are to be laid off shall be given at least twenty (20) working days prior written notice of the lay-off, or pay in lieu thereof, unless the lay-off is brought about by reasons beyond the control of the Board. Such notice shall contain the reasons for the lay-off. In the event of a permanent lay-off, the provisions of the *Employment Standards Act* will prevail.

### D.3.0 CONTRACTING OUT

- D.3.1 While it is recognized that the Board has the right to contract out, the right of the Board to exercise contracting out shall only be recognized if, as a result of contracting out, there is no reduction in the total number of members of the bargaining unit.

### D.4.0 COMPLAINTS AND/OR DISCIPLINARY NOTICES

- D.4.1 Where a Supervisor intends to interview an employee for disciplinary action, or for a meeting for the purpose of investigation from which, in the opinion of the supervisor, discipline may result, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.**
- D.4.2 A Steward or Local Union Officer shall have the right to have a CUPE Staff Representative present when a Supervisor interviews an employee for disciplinary action.

- D.4.3 In the event that the Board imposes any form of disciplinary action on an employee which is recorded and placed in the employees personnel file, then the employee shall receive a copy of the written record, and shall acknowledge in writing, without necessarily agreeing to its content, receipt of such record.
- D.4.4 The Board shall provide the Union with a copy of any disciplinary notice given to an employee.
- D.4.5 Where a parent or other member of the community files a complaint concerning an employee, the Board may investigate the complaint and may or may not decide to take appropriate disciplinary action. Should such disciplinary action be taken the provisions of Articles D.4.1 to D.4.4 inclusive shall apply.
- D.5.0 NO DISCRIMINATION AND NO HARASSMENT**
- D.5.1 The Board and the Union agree that there shall be no discrimination or harassment against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status or handicap (all items as defined in the Ontario Human Rights Code), and union membership or non-union membership.**
- D.5.2 The Board agrees to maintain the Respectful Workplace and Learning Environment Policy,(Board Policy/Procedure 240.0 Respectful Workplace and Learning Environment). A third party investigator may be used by mutual consent. The Board shall bear any costs related to the use of a third party investigator up to \$5000.00 per incident with a limit of two incidents per contract year. The investigator will be chosen by mutual agreement.
- D.6.0 10 MONTH EMPLOYEES - SUMMER WORK
- D.6.1 The Board shall maintain a list of 10 month employees who have notified the Board in writing of their desire and availability to work in July and August, and if the nature of the work is such as would normally be performed by clerical, secretarial or technical personnel, any job opportunities will be offered to suitably qualified 10 month bargaining unit employees before other applicants are hired. In order to qualify, employees must notify the Board in writing no later than April 30th in each year.
- D.6.2 The Board agrees to provide twenty-one (21) hours per full-time elementary secretarial staff member for the purposes of carrying out end of school year activities. This allocation will be prorated for part-time secretarial staff members.
- D.6.3 The Board agrees to notify all 10 month employees in writing by April 30th of every year with respect to the extension of the working year.
- D.7.0 CRIMINAL BACKGROUND CHECKS**
- D.7.1 Where required by legislation, the Board shall pay all future costs for any required employment-related Police Check (CPIC) or Offence Declarations for permanent CUPE 1734 members pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law. Employees shall use the service designated by the Board. All information obtained through this process shall be collected and managed in a secure manner that provides for confidentiality and privacy for employees.

**PART E – MISCELLANEOUS**

## E.1.0 COPIES OF THE COLLECTIVE AGREEMENT

E.1.2 The Board also agrees to distribute one copy of this Agreement to each employee within thirty (30) calendar days of signing of this Agreement or at a time mutually agreed upon by the parties.

## E.2.0 LETTERS OF INTENT

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

## E.2.1 Parent Volunteers

*LETTER OF INTENT #1*

During the term of this Agreement it is not the intention of the Board to utilize parent volunteers to perform the secretarial clerical duties normally performed by members of the bargaining unit.

## E.2.2 Technological Change

*LETTER OF INTENT #2*

If, during the term of this Agreement, the Board introduces technological change, such change shall be implemented only after consultation with the Union. Any employee affected by this change shall be considered for retraining or relocation prior to lay-off.

## E.2.3 Health &amp; Safety Committee

*LETTER OF INTENT #3*

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

## E.2.4 Resignations

*LETTER OF INTENT #4*

In an effort to provide as much continuity within positions as possible, the parties agree that employees who intend to resign should provide notice of their intention well in advance of their departure. Consequently, 10 month employees who do not intend to return in September will endeavour to tender their resignation by June 1. Employees resigning at other times will provide the Board with two (2) weeks notice of their intention to resign.

## E.2.5 Information Requested

*LETTER OF INTENT #5*

Upon written request by the Union, the Board shall endeavour to provide requested information in a timely fashion.

## E.2.6 Casual Employees

*LETTER OF INTENT #6*

The Board shall endeavour to provide the Union with a bi-weekly summary of all casual employees.

## E.2.9 Pay Equity/Job Evaluation

*Letter of Intent #9*

The parties acknowledge that there are mutually agreed Terms of Reference (1996), or as they may be amended from time to time, dealing with job evaluation and pay equity.



- E.2.12 Forklift Operator Premium  
*LETTER OF INTENT #12*  
The parties agree that Article B.1.1.7 does not affect pay equity compliance in that the premium is not provided to a classification but is provided only to those employees who use the qualification as referenced in Article B.1.1.7. The application of Article B.1.1.7 is not intended to have, nor does it have, an impact on pay equity.
- E.2.13 Disability Management Program  
*LETTER OF INTENT #13*  
It is understood by the parties to this Collective Agreement that the Board will consult with CUPE 1734 in matters pertaining to the operation of the Disability Management Program.
- A Disability Management Committee will within two (2) months of ratification, develop a standards and practices framework to support the Disability Management Program Guidelines.
- E.2.14 Liability Insurance  
*LETTER OF INTENT #14*  
The Board confirms that it maintains liability insurance to cover employees in the performance of duties and responsibilities as directed by their supervisor and/or as outlined in their job description and Board *Policies* and *Procedures*.
- E.2.15 Medical and Physical Procedures  
*LETTER OF INTENT #15*  
Employees shall only be required to perform those medical and physical procedures outlined in accordance with relevant Board policies, procedures and job descriptions. Notwithstanding, employees shall be expected to take appropriate action(s) in an emergency situation.
- The Board will consult with CUPE 1734 prior to amending policies and procedures relating to medical and physical procedures.
- E.2.16 Qualifications  
*LETTER OF INTENT #16*  
The Board agrees to work with the Union through the *Joint Job Evaluation Committee* prior to making any change in educational qualifications for any position covered under CUPE Local 1734.
- Any member of the bargaining unit, who is currently in a position that has a qualification change, will be deemed to hold the new qualifications. The parties recognize that consideration will be given to long-standing employees granting acknowledgement for their experience in the Board.
- In reference to the above noted clause, the parties agree and understand that "is currently in a position that has a qualification change" refers to those members in a bargaining unit position as of November 28, 2005, the date of ratification of this collective agreement.



## E.2.17 Supervision

*LETTER OF INTENT #17*

The York Region District School Board endorses the use of Student Support Staff to assist teachers in planning and programming and to provide support services to ensure students are provided with the best possible educational opportunities.

Principals shall assign the work of the Student Support Staff in a fair and equitable manner. In establishing and revising these assignments, the needs of students, the working conditions of the Student Support Staff and the operational needs of the schools shall be considered. Notwithstanding the above, Principals may make temporary alteration to work assignments to address unforeseen circumstances.

Student Support Staff may be assigned general supervision within their work day (eg. yard duty, before and after school duty, lunch supervision, hall duty, bus duty). It is understood that when performing general supervision as outlined, an Administrator or certified teacher will be available. General supervision schedules will be posted in schools.

It is an expectation that all Student Support Staff share in the obligation to provide general supervision. Reasons for an inequitable distribution of general supervision may be due to the specific needs of individual students, additional availability of a support staff member because of a reduced assignment to instructional time and/or a requirement that a staff member is assigned work during times when general supervision is required.

In the event that a Student Support Staff has a concern regarding an assignment, the Student Support Staff is encouraged to discuss the issue with the Principal first, and if still unresolved, to discuss the issue with the appropriate Superintendent of Education.

For purposes of this letter, Student Support Staff shall include all members of the CUPE 1734 Bargaining unit directly supporting any student.

Other support staff will not be assigned direct supervision.

## E.2.18 Job Evaluation

*LETTER OF INTENT #18*

The Employer agrees to create a committee consisting of 3 Union members selected by the Union and 3 members selected by the Employer.

The mandate of the committee is to:

1. review the administration of the current job evaluation process;
2. review the process for determining job classifications to be provided a market adjustment. This includes the process for establishing the jobs to be market adjusted, the extent to which the job rate is adjusted and the regular maintenance of the list., and,
3. meet within 60 days of ratification.

## E.2.21 Contracting In

*LETTER OF INTENT #21*

The parties agree that a sub-committee of Union/Management will meet and where possible develop plans to return Bargaining Unit work presently contracted out.

## E.2.23 OMERS Definition of Contributory Earnings

*LETTER OF INTENT #23*

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Retroactive pay (including any pay equity adjustment) that fits with the 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 (e.g. payment based on organizational performance, some types of variable, merit pay, commissions);
- Market value adjustments (e.g. 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 (e.g. flight allowance);
- Pay for time off in lieu of overtime;
- 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 (e.g. illness), provided service is extended (the member must be “kept whole” e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- Stand-by/call-in pay (pay for being on call, not pay for hours worked when called in);
- 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 (e.g. education or car allowance);
- Taxable premiums for life insurance, calculated and adjusted twice yearly;
- Taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance (that is, expenses are not reimbursed) then the allowance is considered part of the contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of the 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.

## E.2.24

**Work Schedules*****LETTER OF INTENT #24***

**Following the ratification of the Collective Agreement, the Board and the Union will establish a joint committee to discuss matters related to the structure of the work week, hours of work, overtime, compensation and for potential work schedules not provided for by the current collective agreement. The purpose of this committee is to determine if alternative schedules/models are available that will meet the changing needs of the Board. A memorandum of agreement will be entered into for recommendations that require amendment to the Collective Agreement. The classifications of staff to be considered will be determined by the parties commencing with ITS staff.**

### E.3.0 LETTERS OF UNDERSTANDING

The following constitute Letters of Understanding between York Region District School Board and CUPE Local 1734.

#### E.3.1 Temporary Positions /Employees

##### *LETTER OF UNDERSTANDING #1*

The following agreement is effective February 1, 2006

1. A "Temporary position" means:

A position that is available for a period in excess of 30 consecutive working days to replace a permanent employee in the 1734 bargaining unit who is absent on an approved leave of absence (e.g. pregnancy, parental, educational or medical leave).

2. A Temporary position shall last for a maximum of 1 year, unless the employer and the union agree in writing to an extension for a specified period.

If the circumstances, which led to the creation of the Temporary position, end earlier than the Temporary position originally specified, the employer shall give two weeks written notice to the Temporary employee and any other affected employee. After two weeks notice, the Employer has the right to terminate the employment of the Temporary employee and no grievance shall be filed.

3. It is agreed and understood that a Temporary position is not a permanent position. An individual hired to fill a temporary position is not a permanent employee of the Board and shall be terminated at the end of the period specified upon his/her hiring as a Temporary employee or upon any later date agreed in writing by the parties.

4. The employer has the right to terminate without notice for "just cause." No grievance will be filed with such termination.

5. A temporary employee shall pay union dues. The employer shall provide copies of the staff appointment forms and a quarterly list of temporary employees with the position, start date, proposed end date and the name of the individual the Temporary employee is replacing.

6. A temporary employee is covered by the terms and conditions of the 1734 Collective Agreement except as modified in this Letter of Understanding. In addition to the other provisions set out in this letter, the following shall apply to Temporary employees:

a) Vacation pay shall be paid at the rate of 4%, and shall be paid out at the end of the assignment;

b) Temporary employees do not accumulate seniority under the Collective Agreement except as allowed in this agreement. However, should a Temporary employee apply for a permanent position, their experience with the Board will be considered in the hiring process. Temporary employees shall be considered for positions within the Board in accordance with Article A.11.4;

c) A Temporary employee is paid at the start rate of the classification for the first year of his/her employment, and shall be increased to the second step after one year;

- d) Where a temporary employee is successful in obtaining a permanent position, the following shall apply:
    - i. the period of time worked as a temporary employee will be recognized for grid placement purposes; and,
    - ii. seniority will be backdated to the date of hire, after successful completion of the probationary period in a permanent position.
  - e) Temporary employees will not participate in the Summer Hours Program;
  - f) Temporary employees shall be entitled to two (2) sick days per month. Sick days will not accumulate from month to month. There is no payout of unused sick days upon termination of a Temporary employee; and
  - g) Temporary employees are not eligible to participate in the LTD Program.
7. The employer will provide training to a Temporary employee and any other training essential to the position to which the Temporary employee is assigned.
  8. Temporary employees are eligible for enrolment in the OMERS pension plan as specified by OMERS policies and procedures.

**The following (#9 & #10) were added effective September 2008.**

9. While all temporary employees are eligible to apply for posted vacancies, continuity of program and/or operational needs will be taken into consideration.
10. While in a temporary assignment, an employee's application for other temporary or term positions will not be considered, unless they are within 30 days of completing their assignment at the date the posting closes.

E.3.2 Term Positions /Employees

*LETTER OF UNDERSTANDING #2*

The following agreement is effective February 1, 2006.

1. A "Term position" means:
 

A non-complement position that is specifically funded for a defined period of time in excess of 30 consecutive working days to complete a particular assignment.
2. A term position shall last for a maximum of one (1) year, unless the employer and the union agree in writing to an extension for a specified period.
 

If the circumstances, which led to the creation of the term position, end earlier than the term originally specified, the employer shall give two weeks written notice to the term employee and any other affected employee. After two weeks notice, the Employer has the right to terminate the employment of the Term employee and no grievance shall be filed.
3. It is agreed and understood that a Term position is not a permanent position unless it exceeds the one year period without an agreement in writing by the parties. An individual hired to fill a term position is not a permanent employee of the Board and shall be terminated at the end of the period specified upon his/her hiring as a Term employee or upon any later date agreed in writing by the parties.
 

In the event a Term position becomes a permanent position and funding is subsequently withdrawn, the provisions of Article D.2.0 Layoffs and Recall shall apply.

4. The employer has the right to terminate without notice for "just cause." No grievance will be filed in connection with such termination.
5. A term employee shall pay union dues. The employer shall provide copies of the staff appointment forms and a quarterly list of Term employees with the start date and proposed end date.
6. A term employee is covered by all terms and conditions of the 1734 Collective Agreement except as modified in this Letter of Understanding. In addition to the other provisions set out in this letter, the following shall apply to Term employees and the Collective Agreement shall not apply:
  - a. Vacation pay shall be paid at the rate of 4%, and shall be paid out at the end of the assignment;
  - b. Term employees do not accumulate seniority except as allowed in this agreement. However, should a Term employee apply for a permanent position, their experience with the Board will be considered in the hiring process. Term employees shall be considered for positions within the Board in accordance with Article A.11.4;
  - c. A Term employee is paid at the start rate of the classification for the first year of his/her employment, and shall be increased to the second step after one year if there is mutual agreement of an extension;
  - d. Where a term employee is successful in obtaining a permanent position, the following shall apply:
    - i. the period of time worked as a temporary employee will be recognized for grid placement purposes; and,
    - ii. seniority will be backdated after successful completion of the probationary period in a permanent position.
  - e. Term employees will not participate in the Summer Hours Program;
  - f. Term employees shall be entitled to two (2) sick days per month. Sick days will not accumulate from month to month. There is no payout of unused sick days upon termination of a term employee; and,
  - g. Term employees are not eligible to participate in the LTD Program.
7. The employer will provide training to a term employee and any other training essential to the position to which the term employee is assigned.
8. Term employees are eligible for enrolment in the OMERS pension plan as specified by OMERS policies and procedures.

**The following (#9 & #10) were added effective September 2008.**

9. While all term employees are eligible to apply for posted vacancies, continuity of program and/or operational needs will be taken into consideration.
10. While in a term assignment, an employee's application for other temporary or term positions will not be considered, unless they are within 30 days of completing their current assignment at the date the posting closes.

E.3.3 Vacancies and Job Postings

*LETTER OF UNDERSTANDING #3*

Within a year of the ratification of this agreement, a sub-committee of the Union Management committee will meet to review the amendments to the selection process.

## E.3.4 Violence in the Workplace

*LETTER OF UNDERSTANDING #4*

As per the PDT, the parties agree that “publicly funded education is best served when students and staff work in a safe and secure environment”. The parties agree that a joint committee will be established to examine the recommendations of the provincial joint task group as mandated by the PDT to examine and report to the parties on the issue of workplace violence in the schools.

## E.4.0 LETTERS OF AGREEMENT

The following constitute Letters of Agreement between York Region District School Board and CUPE Local 1734.

## E.4.3 PDT Funds - Student Support Staff - Educational Assistants

*LETTER OF AGREEMENT #3*

The Board agrees to hire 85 additional Student Support Staff above staffing complement set May 27, 2008 of which fifty (50) will be at Band Six (6) or higher, no later than the school year commencing September 1, 2011.

The Board agrees to pay an additional allowance of \$.75 (seventy-five cents) per hour of work to any Special Education Assistant who completes or has already completed one of the following postsecondary programs:

- Child and Youth Worker (CYW)
- Early Childhood Education (ECE)
- Developmental Service Worker (DSW)
- Social Service Worker (SSW)
- Registered Practical Nursing (RPN)
- **Educational Assistant (2 year)**
- **Autism and Behaviour Sciences**
- **Child Development Practitioner (January 1, 2013)**
- **Aboriginal Child Development Practitioner (January 1, 2013)**

Upon successful completion of one of the above programs, an employee may apply for the additional allowance. This additional allowance will be effective the date of the qualification subject to provision of proof of successful completion submitted within four months of completion. In the event that documentation is submitted outside of this time limit, retroactivity will be limited to a maximum of four months. Such allowance will terminate should the employee be successful in obtaining a position in a higher salary band.

**Addendum to the CUPE 1734 collective agreement  
to address working conditions and  
variances to the existing collective agreement.**

Whereas the Board implemented the FDK program effective September 2010;

And whereas the union grieved that the DECEs fell within the scope of the CUPE 1734 Collective agreement;

And whereas Arbitrator Bram Herlich found that the DECE' s were properly placed within the scope clause of the CUPE 1734 collective agreement, with the requirement of an addendum to the collective agreement to address supervision and working condition specific to the DECEs;

And whereas this outcome was confirmed by the Ontario Labour Relations Board on August 15, 2012;

And whereas the Board and Union have met and discussed and agreed to the content of this addendum;

Therefore the parties have agreed to the following which will apply to the Designated Early Childhood Educators and replace/supersede articles in the CUPE 1734 collective agreement and constitutes part of that agreement:

The Board will develop a process for the redistribution of DECEs due to enrolment in FDK. The Board will provide the Union with the details of such process.

Experience for the purpose of placement on the grid established by the PDT dated June 24 2010 will be calculated as follows: related experience for DECEs hired external to the board will be calculated at a ratio of 2 to 1 month related experience for each two months worked (fulltime)immediately preceding employment as a DECE with the Board. Only experience gained after obtaining designation as an ECE and while working as an ECE will be considered for related experience. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.

Experience worked at other Boards as a DECE in a FDK class will be considered direct experience and calculated on a 1 to 1 basis/ratio. Direct experience will only be considered if it immediately precedes employment as a DECE with the Board. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.

Related experience for DECEs hired from within the Board will be calculated at a rate of 2 to 1 and restricted to work during the time post certification as ECE and while working in Primary (jk to grade 3) classes only. Experience will only be considered if it immediately precedes employment as a DECE with the Board. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.

DECEs hired externally and internally will be responsible for providing HRS with the details of related experience within 30 working days of their appointment to the role of DECE. No experience submitted past that cut off will be considered. Experience will be provided in a format designated by the Board and supporting documentation acceptable to the Board will be required.

Given the grid maxes at 4 years of experience, the related and direct experience will be capped at 8 years at 50% (4 years) for the purpose of records in HRS.



Experience will be calculated once annually at a time determined by the Board. For the 2012/2013 school year experience was calculated August 2012.

Placement and movement on the salary grid will be subject to legislative directives.

Calculation of experience using the above process will apply until October 1, 2012. Processes used prior to that date were agreed to without prejudice to either party and did not establish precedence. The calculations for experience are non grievable.

Process for tie breaker in seniority for DECEs- follow established process, adding employee number as the final tie breaker. The lower the number the higher the seniority allocated.

The articles in B.1 of the collective agreement related to wages will not apply to the DECEs. The grid established in the PDT agreement will apply.

DECEs are to be moved into the CUPE 1734 benefit programs no later than August 30, 2012

Hours of work for DECEs are 6.5 hours of work per day, breaks included, and lunch excluded.

A mirror sub clause to both A.11.7 and A.11.8 will be in place for DECE but related to classroom/program/learning continuity and the restriction related to moves during the school year

A.11.7: Those twelve (12) month employees filling vacancies as a result of their applying to a job posting are to remain twelve (12) months at their position. Ten (10) month employees are to remain in their position until the end of the school year. This requirement can be waived with permission from the Superintendent responsible for Human Resource Services, or if the position ceases to exist. This does not prevent employees from applying for a position or from applying for a promotion during the twelve (12) month period.

A.11.8 In order to provide continuity of care to students with special needs, Special Education Assistants, Child & Youth Workers, Health Assistants and Assistants for the Developmentally Handicapped cannot transfer job locations during the school year without approval from the Superintendent responsible for Human Resources Services or their designate. This does not prevent employees from applying for a position during the school year.

A.11.8.1 In order to provide continuity of learning to students Designated Early Childhood Educators cannot transfer job locations during the school year without approval from the Superintendent responsible for Human Resources Services or their designate. This does not prevent employees from applying for a position during the school year.

E.2.16 (Qualifications) does not apply to DECEs

E.2.17 is to be interpreted as including DECEs

E.2.18 Job evaluation does not apply to DECEs - they are exempt

The job title of Designated Early Childhood Educator will be identified as a job title belonging to the CUPE 1734 collective agreement by way of this addendum. The existing job description for the DECEs will be posted on the bww along with other CUPE 1734 job description and is subject to change. The job description does not form part of the collective agreement. Effective September 1 2012 the Board will commence deduction of union dues from the wages of the DECEs.

Except as provided for in this addendum, all other terms of the existing collective agreement apply to the Designate Early Childhood educator.

Nothing in this agreement will supersede legislation or regulations, including but not limited to the proposed Putting Students First Act.

Dated at Aurora, this 30<sup>th</sup> of August, 2012.



For CUPE Local 1734



For The York Region District School Board

**Designated Early Childhood Educators (DECE) Salary Grid**

**DECE's are to be paid on a grid which is based on experience (Board and related)**

<b>Hourly Rate of Pay</b>	<b>Experience</b>
\$20.09	0 – 10 months (less than 1 year)
\$21.63	10 – 20 months (1 year to less than 2 years)
\$23.18	20 – 30 months (2 years to less than 3 years)
\$24.72	30 – 40 months (3 years to less than 4 years)
\$26.27	40 plus months (4 years plus)

## **Memorandum of Understanding**

**Between**

**The Ministry of Education**

**And**

**Canadian Union of Public Employees – Ontario School Board Coordinating Committee**

**December 31, 2012**

Submitted on a confidential and without prejudice basis, subject to errors and omissions. Any agreement is subject to an agreement being reached on all "parameters" issues.

### **A. Term**

1. The term of the collective agreement within the scope of this MOU is two (2) years (September 1, 2012 to August 31, 2014).

### **B. Salary Increases**

1. 0% in 2012-13
2. 0% in 2013-14

### **C. Retirement Gratuities (Where Applicable)**

1. Effective August 31, 2012, employees currently eligible for a retirement gratuity shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.
2. Upon retirement to pension, an employee eligible for a retirement gratuity shall receive a gratuity payout based on the employee's current accumulated vested sick days, in accordance with #1 above, and years of service and salary as of August 31, 2012.
3. Effective September 1, 2012, all accumulated non-vested sick days shall be eliminated.
4. Eligible employees shall be informed not later than May 31, 2013, indicating their future entitlement to a gratuity payment in accordance with numbers 1 to 3 above. Such statement shall also identify the number of vested sick days.

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5. Such retirement gratuity shall be paid in accordance with the terms and conditions of the 2008-12 collective agreement.
6. For employees covered by a collective agreement that has a service requirement greater than 10 years, this requirement shall be reduced to ten years as at 31 August, 2012 and their days shall be vested.
7. Those employees not eligible for a retirement gratuity as of August 31, 2012 as a result of insufficient service credits shall be entitled to a Gratuity Wind-Up Payment based on their years of service, accumulated sick days and annual salary as of August 31, 2012, provided this is funded by the Provincial Government.
8. The Gratuity Wind-Up Payment shall be calculated as follows :

For Non-vested days, there would be a payout based on a formula, as follows:

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. Providing this is fully funded by the Provincial Government, these employees shall be entitled to a Gratuity Wind-Up Payment calculated as follows:

$$\frac{X}{30} \quad \times \quad \frac{Y}{200} \quad \times \quad \frac{Z}{10} \quad = \text{Gratuity Wind-Up Payment}$$

X = years of services

Y = accumulated sick days up to a maximum of 200 days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

9. The Gratuity Wind-Up Payment shall be paid to each employee by June 30, 2013.

**D. Sick Leave/Short Term Leave and Disability Plan/Short Term Leave and Disability Plan Top-Up /Long Term Disability Plan**

The provisions relating to the Sick Leave/Short Term Leave and Disability Plan, outlined below, meet the requirements of the Employment Insurance (EI) Regulations for a premium reduction under S.69 of the EI Act. If there is any question as to whether the Plan meets these requirements, the parties will cooperate so as to ensure compliance with these requirements.

**i) Sick Leave Days**

1. Each school year, an employee shall be paid 100% of regular salary for up to eleven (11) days of absence due to personal illness. Personal illness shall be defined as per the 2008-2012 local collective agreement. A less than full-time employee shall be paid 100% of the employee's regular salary (as per the employee's full-time equivalent status) for up to eleven (11) days of absence due to personal illness. These days shall not accumulate from year-to-year. Subject to section 2 below, such days shall be granted on the first day of the school year provided the employee is actively at work and shall not accumulate from year-to-year. During the transition year, Regulation 313/12 shall apply.
2. An employee who was actively at work or on an approved leave of absence on the last scheduled day of work prior to September 1<sup>st</sup> and scheduled to return to work on September 1<sup>st</sup> and is unable to return due to a medical condition that is documented to the satisfaction of the Board and meets the requirements under the applicable disability management program, shall qualify for their entitlement to sick days at 100% in accordance with clause i) 1 above.

For clarity September 1<sup>st</sup> is read as the first day of the school year.

3. The Board shall notify employees, copied to the Bargaining Unit, when they have exhausted their maximum days of sick leave at 100% salary in any school year. It shall not be a breach of the collective agreement if the board fails to advise the employee or the bargaining unit due to circumstances beyond its control.
4. Any leave of absence, in the 2008-12 Collective Agreement, that utilizes deduction from sick leave for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. These days shall not be used for the purpose of personal sick leave nor shall they be accumulated from year-to-year.

**ii) Short Term Leave and Disability Plan (STLDP)**

1. The Board's internal disability management processes, which may include third party adjudication, shall determine eligibility under the STLDP.
2. Each school year, an employee absent beyond the sick leave days paid at 100% of salary, as noted in clause i) 1 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 66.67% of the employee's regular salary and be eligible for 90% of regular salary in accordance with the Short-Term Leave and Disability



Plan (STLDP) provisions detailed below. Where evidence or medical documentation exists the employee will be upgraded to 90% of regular salary and such upgrade will not be unduly withheld.

3. Where the Board's internal disability management process is unable to make a decision, the case will be referred to third party adjudication for determination. Pending the outcome of the third party adjudication process, the employee will receive 66.67% of their pay until such time as a decision is rendered.
4. Short Term Sick Leave days under the Short Term Leave and Disability Plan (STLDP) shall be treated as traditional sick leave days for the purposes of determining entitlements to paid benefits and for the purpose of serving the waiting period for Long Term Disability (LTD) Insurance.
5. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Board's disability management program.
6. The Parties agree to continue to cooperate in the implementation and administration of early intervention and safe return to work processes as a component of the Short and Long Term Disability Plans.
7. OMERS Contributions - When an employee is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the employee's regular pay.
8. OTPP Contributions - For OTPP members, the following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation to amend the Ontario Teachers' Pension Plan to allow for adjusting pension contributions to reflect the Short-Term Sickness Leave/Short Term Leave and Disability Proposal (STLDP) with the following principles:

- i. Contributions will be made by the employee/plan member on the unpaid portion of each sick leave day under the STLDP, unless directed otherwise in writing by the employee/plan member;
- ii. The government/employer will be obligated to match these contributions;

- iii. If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long Term Disability (LTD)/Long Term Income Protection (LTI), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns to work.
    - a. If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTIP benefits begin and the government/employer will be obligated to match these contributions.
    - b. If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.
  - iv. The exact plan amendments required to implement this change will be developed in collaboration with Ontario Teachers' Pension Plan (OTPP) and the co-sponsors of the OTPP (Ontario Teachers Federation (OTF) and the Minister of Education.
  - v. The plan amendments will have to respect any legislation that applies to registered pension plans such as the Pension Benefits Act and the Income Tax Act.
9. Any language in the 2008-2012 collective agreement that is not inconsistent with the terms of this clause D (Sick Leave / Short Term Leave and Disability Plan / Short Term Leave and Disability Plan Top-Up/ Long Term Disability) is unaffected. The parties agree however that the collective agreement terminology shall be amended to the extent necessary to give effect to the provisions contained herein.

***iii) Short-Term Leave and Disability Plan Top-up (STLDPT)***

- 1. If additional funding is provided by the Provincial government, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short Term Leave and Disability Plan (STLDP).
- 2. This top up is calculated as follows:
  - 11 days, less the number of sick days used in the prior year.



3. In 2012-13, the transition year, each employee shall begin the year with a two (2) day allocation (pro-rated for part-time employees).
4. For employee absences that extend beyond the sick leave days paid at 100% of salary as noted in clause D i) above, the employee shall be eligible for a STLDPT for up to 100% of regular salary, subject to their top up availability and subject to the Board's disability management program.
5. An absence is eligible for the STLDPT, subject to the following:
  - a. All or any part of an absence occurs beyond the sick leave days paid at 100% of salary.
  - b. Provision of objective medical documentation, satisfactory to the Board, which, when required, includes limitations and restrictions.
6. (a) Where the 2008-2012 local collective agreement does have paid leave days as referenced in clause D i) 4.

In addition to the sick leave top up, additional top-up may be considered at the discretion of the Board. The additional leave top-up will not exceed two (2) days, and is dependent on having two (2) unused paid leave days, as referenced in clause D i) 4, remaining in the current year.

- (b) Where the 2008-2012 local collective agreement does not provide any paid leave days as referenced in clause D i) 4, the preceding paragraph shall be replaced by the following:

In addition to the sick leave top up as mentioned above, a compassionate leave top up is available at the discretion of the board. The compassionate leave top-up will not exceed two days, and is dependent on having two unused paid leave days, as specified in the 2008-2012 collective agreement as a "leave of absence without a salary deduction or deduction from sick leave", remaining in the current year. These days can be used to top-up salary under the STLDPT.

**iv) Long Term Temporary Employees (who currently have access to sick leave provided in their 2008-2012 Collective Agreement)**

1. The definition of Long Term Temporary Employee shall be as per the collective agreement.

2. Long Term Temporary Employees during a Long Term Assignment shall be eligible for the Sick Leave and STLDP subject to the conditions in number three (3) below. For clarity, such plans cannot extend beyond the term of a given Long Term Assignment.
3. The number of days available to a Long Term Temporary Employee in a Long Term Assignment in the Sick Leave and STLDP shall be based upon the following:
  - (a) Sick leave and STLDP days are allocated at the commencement of the Long Term Assignment;
  - (b) Ten (10) days of sick leave at 100% of salary based on a ten (10) month assignment, pro-rated based on the length of the assignment. Such leave shall not accumulate from school year to school year.
  - (c) i) Sixty (60) days of STLDP at 90% of salary for a ten (10) month assignment and subject to the conditions governing the STLDP as specified above. Such leave shall not accumulate from school year to school year.
    - ii) For Long Term Assignments of less than ten (10) months, three (3) days of STLDP per month, subject to the conditions governing the STLDP as specified above. Such leave shall not accumulate from school year to school year. These days shall be credited at the beginning of each month of the assignment, except in the case of pre-determined assignments of more than three (3) months, where such days shall be credited at the beginning of the assignment.
  - (d) A Long Term Temporary Employee may accumulate unused sick leave from one Long Term Assignment to another Long Term Assignment within the same school year.
4. Any leave of absence specified in the 2008-12 collective agreement, that utilizes deduction from sick leave, to a maximum of five (5) days pro-rated, for reasons other than illness, shall be granted without loss of salary or deduction from the Long Term Temporary Employee's sick leave. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

**v) Long-Term Disability (LTD) Plans**

1. If the Long Term Disability Plan contained in the 2008-2012 collective agreement provides for a waiting period of more than 130 days, the 120 day short term sick

leave period referenced above shall be extended to the minimum waiting period required by the plan.

2. If there is no provision for a Long Term Disability Plan in the 2008-2012 collective agreement, at the request of and in consultation with the local union, the Board shall make available an LTD Plan at no cost to the Board.

#### **E. Graduated Return to Work**

The Parties agree to continue to cooperate in the implementation and administration of early intervention and safe return to work processes as a component of the Short Term Sick Leave and Long Term Disability Plans.

All employees will be eligible for top up from the sick leave days paid at 100%, as noted in clause D i) 1 above, while working on a graduated hours return to work plan. This top up shall be granted in the form of a deduction of the sick leave days paid at 100%, as noted in clause D i), proportional to the percentage of the top up.

If the return to work plan extends beyond the expiration of sick leave under D i), the following shall apply:

In addition to receiving regular salary for the portion of the day worked while on a graduated hours return to work the plan, an employee will be eligible to receive a top up of 90% of regular salary for the remaining portion of the day that was not worked. This top up shall be granted in the form of a deduction from the maximum of 120 days, which for this clause are non-divisible days, pursuant to D(ii), proportional to the percentage of the top up.

For clarity, in this section the term "proportional to the percentage of top up" means a percentage of the work day and not a percentage of salary.

For further clarity, WSIB and LTD providers are first payors. In cases where the employee is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.

#### **F. Workplace Safety and Insurance Board (WSIB)**

WSIB benefits shall be maintained in accordance with the 2008-2012 local collective agreement and/or the current practices of the parties. For clarity, where the current WSIB top up is deducted from sick leave the Board shall maintain the same level of top-up without deduction from sick leave.

### **G. Maternity Leave**

The following is available to an employee who, under the 2008-2012 collective agreement, would have been eligible to accumulate sick leave from year to year.

1. For an employee who has not been laid-off in the fifty-two (52) weeks prior to the birth of her child :
  - a. An employee on pregnancy leave shall receive 100% of salary through a SEB plan for not less than a six (6) week period following the birth of her child, subject to provisions in the 2008-2012 local collective agreement but without deduction from sick leave or STLDP. An employee not eligible for a SEB plan shall receive sick leave at 100% of her salary for a period of not less than six (6) weeks. An employee who requires a longer than six week recuperation period shall have access to the STLDP through the normal adjudication process in accordance with current practice.
  - b. For clarity, the aforementioned provides a minimum, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.
  
2. For an employee who has been laid-off in the fifty-two (52) weeks prior to the birth of her child :
  - a. An employee on pregnancy leave shall receive 100% of salary through a SEB plan for not less than a six (6) week period following the birth of her child, subject to provisions in the 2008-2012 local collective agreement but without deduction from sick leave or STLDP. An employee not eligible for a SEB plan shall receive sick leave at 100% of her salary for a period of not less than six (6) weeks. An employee who requires a longer than six week recuperation period shall have access to the STLDP through the normal adjudication process in accordance with current practice.
  - b. Notwithstanding the above, if the employee will be able to establish a new EI Maternity Benefit claim in the six weeks immediately following the birth of her child through access to sick leave at 100% of her regular salary, she shall be eligible for up to six weeks leave at 100% of her regular salary without deduction from the sick days or the STLDP (remainder of six weeks topped-up as SEB).
  - c. For clarity, the aforementioned provides a minimum, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.



3. The preceding provisions are subject to revision pending Ministry of Education clarification in writing regarding pyramiding of entitlements in this provision between this MOU and the 2008-2012 Collective Agreement.

## **H. Benefits (Health, Dental and Extended)**

### **1. Benefits for Current Employees**

- a. All group benefit plan coverage levels, provisions and practices in place in 2011-2012 shall remain status quo for the 2012-2014 collective agreement. For clarity, status quo includes scheduled adjustments based on the contract definition(s) and these will occur as scheduled (eg. If in September 2011 the ODA rate was set at 2010 rates, in September 2012 the ODA rate would be set at 2011 rates).

### **2. Benefits after Retirement**

- a. Effective September 1, 2013, any new retiree (or his/her family) who has access to post-retirement benefits (health, dental, life, etc.) and pays premiums for such benefits shall be included in an experience pool segregated from all active employees, such that the pool is self-funded.
- b. Effective September 1, 2013, no new retirees (or his/her family) shall be eligible for employer contributions to any post-retirement benefits (health, dental, life, etc.).
- c. Existing retirees (or his/her family) and any employee retiring before September 1, 2013 who has access to post-retirement benefits (health, dental, life, etc.) will continue to be included in the experience pool in which they are presently included and pay the appropriate premiums for that existing experience pool. Employer contributions where they currently exist will continue for this group.

## **I. Provincial Benefits Plan or CUPE Benefits Trust**

In the event that CUPE and the government agree on a Provincial Benefits Plan or CUPE Benefit Trust, the Board will support this agreement provided there are no additional costs to the Board or substantial increases to the administration requirements.

**J. Salary Grids**

1. Where there are grids in the collective agreement, all employees shall move on the salary grid in accordance with their individual experience and qualifications, in accordance with the collective agreement.
2. The increments shall come into effect following a delay of one-half of the employee's regular work year.
3. In cases where an employee is entitled to more than one grid movement in a fiscal year, the delay in the implementation of the grid movement will be adjusted proportionately to ensure that the employee is not unduly affected, that is an employee will not lose more than 50% of the dollar value of their grid movement over the term of the collective agreement.
4. The Parties agree that movement from a Probation Rate on to a Salary Grid will not be frozen or delayed.
5. The Parties agree that other service based grids (i.e. vacation) are not frozen or delayed.

**K. Dispute Resolution/Enforcement Mechanism**

As per existing practice, disputes shall continue to be resolved, through joint problem-solving and informal dialogue, and then defer to the grievance-arbitration process as outlined in the 2008-2012 collective agreement.

Any party or person present at the discussions leading to this MOU may be called on to give evidence and is compellable, except counsel.

**L. Ratification**

1. CUPE will undertake to recommend this MOU to its leadership at a duly called meeting of the CUPE school board sector leadership (not later than January 6<sup>th</sup>, 2013). Subject to the agreement of the CUPE school board sector leadership, CUPE will recommend this MOU to its Locals for ratification by their membership.
2. Any changes to local agreements, other than those specifically required by this MOU must be mutually agreed to by the local CUPE bargaining unit and the local school board. Any local bargaining will not amend sections of the collective agreement amended by this MOU.

3. All clauses of the collective agreement that are not amended by this MOU or by the process identified above shall remain status quo.
4. The parties agree that for the purpose of the 2012 -2014 collective agreements all letters of intent or understanding, minutes of settlement, or any other memoranda, contained or pertaining to the 2008-2012 collective agreements, dealing with any term or condition of a collective agreement, or any other term or condition negotiated between the parties, shall continue in force and effect unless renegotiated by the parties.
5. For clarity, any local issues which remain unresolved shall be withdrawn, and the renewal collective agreement shall move forward for ratification together with this MOU.

#### **M. Letter of Understanding – Job Security**

Whereas the parties are negotiating in a context where the protection of government initiatives for students and the preservation of jobs have been identified as government priorities;

Whereas the parties agree that any reduction in funding which directly or indirectly affect student services or the preservation of jobs should not be undertaken without prior consultation by the government with the parties and due consideration by the government to the concessions made in the context of the renewal of the Collective Agreement ;

Whereas it is the mutual desire of the parties to protect existing workforce complement without restricting its growth;

1. For school year 2012-2013, except in cases of a catastrophic or unforeseeable event or circumstance (e.g. school closed as a result of a fire), the Board undertakes to maintain its Protected Complement.
2. For school year 2013-2014, the Board undertakes to maintain its Protected Complement, except in cases of :
  - a. A catastrophic or unforeseeable event or circumstance;
  - b. Declining enrolment, or
  - c. Funding reductions directly related to services provided by bargaining unit members.
3. Where complement reductions are required pursuant to paragraph 2b) or c) above, they shall be achieved as follows:



- a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
  - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions.
4. For the purpose of this Letter of Understanding, at any relevant time, the Board's Protected Complement is equal to:
- a. ● FTE (excluding temporary, casual and/or occasional positions) as of August 31, 2012. (Memorandum note: ● is the FTE number to be agreed to by the parties through consultation at the bargaining unit level.)
  - b. minus any FTE attrition of bargaining unit members which occurs after the date of this Letter of Understanding.
5. Reductions as may be required in 2 (b) and (c) above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include :
- (a) priority for available temporary, casual and/or occasional assignments;
  - (b) the establishment of a permanent supply pool where feasible;
  - (c) the development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. This Letter of Understanding expires on August 31, 2014.

#### **N. Offsetting Measures**

1. Where no salary grid exists there is no requirement for offsetting measures.
2. Where a salary grid exists and there is movement through the grid, each employee may by May 1, 2013, apply for a voluntary unpaid leave day or days, subject to Board approval. The unpaid leave day or days shall be approved provided that there is no requirement to replace the absent employee and there is no mandatory PD for the employee on the day or days. In other cases, approval is at the Board's discretion. The Board and the union can agree to other offsetting measures.
3. The required savings target is equal to the cost of grid movement under this agreement for the period from September 1, 2012 to August 31, 2014. Where an employee takes an unpaid leave day and is replaced, the cost of the replacement will be considered in calculating the savings generated by this unpaid leave.
4. In the event that the savings generated by the above measures is insufficient to meet the required savings target, all members of the bargaining unit will be required to take up to one (1) mandatory unpaid day in the second year of the

agreement on a day to be determined by the Board in consultation with the Union.

5. The offsetting measures noted above shall only apply for the 2012/2013 and 2013/2014 school years, unless they are extended in future negotiations or through mutual consent.

#### **O. Reconciliation**

A reconciliation committee will be created with equal representation from the Board and the Union. The committee will meet in May 2013, and if necessary in October 2013 and January 2014, to track targeted savings generated from the offsetting measures as listed in section N. In the event that by May 15, 2013, savings targets do not meet the overall goal, up to one (1) mandatory unpaid day will be required in the 2013/2014 school year to meet the target.

#### **P. Province Wide Collective Bargaining**

The Parties acknowledge the fact that the Government of Ontario intends to begin consultations in the Fall of 2012 with the teachers' federations, support staff unions, school board trustee associations and school boards to develop the appropriate legislative and regulatory framework for provincial bargaining that would, if approved by the legislature, take effect by January 1, 2014.

#### **Q. CUPE Members on Provincial Committees**

CUPE appointees to Provincial Committees will not have their participation charged against local collective agreement union release time or days.

#### **R. Transferability of Other Agreements**

CUPE and the Board acknowledge the Government's commitment that school boards and the CUPE local unions will not receive amounts proportionally less than the overall financial settlements reached in any other PDT agreement or Memoranda of Understanding that relate to education support workers subject to CUPE complying with the conditions associated with this Bargaining Framework.

Dated this 31<sup>st</sup> day of December, 2012, Toronto, Ontario

For the Ministry of Education:

For the Canadian Union of Public Employees:

original signed by

original signed by

\_\_\_\_\_  
Laurel Broten, Minister

\_\_\_\_\_  
Terri Preston, Chair, Ontario School  
Boards Coordinating Committee

original signed by

\_\_\_\_\_  
Brian Blakeley, CUPE School Boards  
Coordinator - Ontario

**Memorandum of Understanding 2013**

**Between**

**The Ministry of Education**

**And**

**Canadian Union of Public Employees – Ontario School Board Coordinating Committee**

In the interest of promoting an improved environment for learning and teaching, the above- mentioned parties have reached this Memorandum of Understanding (2013 MOU) which augments the CUPE MOU of December 31, 2012 (2012 MOU).

The Government expects and shall make best efforts to ensure that the following agreed to items shall be expeditiously appended to, and form part of, the existing local collective agreements without amendment:

- Non-vested Retirement Gratuity for Employees
- Sick Leave/Short Term Sick Leave Disability Plan
- Offsetting Measures
- Specialized Job Classes
- Letter of Understanding - Job Security for Support Staff – addendum

The Government will make every appropriate effort to ensure that School Boards understand and implement the MOU, and will take measures to support that outcome.

Dated this 10 day of May, 2013, Toronto, Ontario

For the Union

Terri Preston  
Elyse Ross  
Whurstm-Peeley  
 \_\_\_\_\_

For the Government

Dir Sandals  
George Zegans  
Mr. [Signature]  
Dr. Hedden

#### Clarification of Existing MOU

The Government shall issue a memo to school boards providing clarifications of the 2012 and 2013 MOUs as set out in the chart attached as Appendix A.

### **Non-Vested Retirement Gratuity For Employees**

#### **Replace Section C, paragraphs 6, 7, 8, and 9, with the following:**

The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These employees shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board's existing amount calculated under the board's collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

$$\frac{X}{30} \times \frac{Y}{200} \times \frac{Z}{4} = \text{Gratuity Wind-Up Payment}$$

X = years of service (as of August 31, 2012)

Y = accumulated sick days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

For clarity, X, Y, and Z shall be as defined in the 2008-2012 collective agreement or as per policy or practice of the board for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each employee by the end of the school year.

The pay-out for those who have vested Retirement Gratuities shall be as per ONT. REG. 2/13 and 12/13 made under the PUTTING STUDENTS FIRST ACT, 2012 and ONT. REG. 1/13 and 11/13 made under the EDUCATION ACT.



### **Sick Leave/Short Term Sick Leave and Disability Plan**

#### **Amend Section D. i) I by adding:**

For clarity, "employee" includes any employee other than a casual employee as defined by the local collective agreement or by the mutual agreement of the local parties. Where there is no agreed definition, a casual employee shall be defined as an employee who is not regularly scheduled to work. In addition, any casual employee who was entitled to sick leave under the 2008-2012 collective agreement will continue to be entitled.

#### **Amend Section D by deleting iv) 3 a) b) and c) and replacing them with the following**

- a) A member of CUPE employed by a board to fill a long-term assignment position that is a full year for that employee's job class shall be eligible for the following sick leave credits during a board's fiscal year, allocated at the commencement of the long-term assignment:
  1. Eleven (11) days of Sick Leave paid at 100% of regular salary.
  2. Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.
  
- b) A member of CUPE who is employed by a board to fill a long-term assignment position that is less than a full year for that employee's job class shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 3 a), reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.
  
- c) A long term assignment shall be as defined in the 2008-2012 collective agreement. Where no such definition exists, a long term assignment will be defined as twelve (12) days of continuous employment in one assignment.



**Provincial Benefits Plan**

**Amend Section I to add:**

The Government, and in particular the Ministry of Finance, commits to a full discussion with CUPE about the establishment of a provincial benefits plan.

The province agrees to provide funding which will include administration costs, legal costs, and costs of experts needed to undertake any studies and research required.

**Specialized Job Classes**

**Amend Section J to add:**

1. Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.

**Letter of Understanding - Job Security –addendum**

**Amend Section M to add:**

7. In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.

**Offsetting Measures**

**Replace Section N, with the following:**

**1. There is no requirement for employees to take an unpaid day.**

**and**

**Voluntary Unpaid Leave of Absence Program For all Bargaining Units**

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all CUPE bargaining units effective May 1, 2013.
2. Employees may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.
3. Requests for unpaid days shall not be denied provided that, if necessary, there are expected to be enough available staff to cover for absent employees, and subject to reasonable system and school requirements.
4. For voluntary unpaid leave days, which are scheduled in advance for the 2013-2014 school year, the salary deduction will be equalized over the pay periods of the 2013-14 school year provided the requests are made in writing by May 31, 2013.
5. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of OMERS.

**Appendix A: Clarifications of 2012 and 2013 MOUs**

Issue	Clarification
<p>1. <i>Maternity Leave</i></p> <ul style="list-style-type: none"> <li>Some boards are not providing the bridging to EI after birth.</li> </ul>	<ul style="list-style-type: none"> <li>Employees on long-term assignments are to have access to the EI bridging, where permitted under EI rules.</li> </ul>
<p>2. <i>Maternity Leave</i></p> <ul style="list-style-type: none"> <li>Some boards not providing full 6 weeks if over a "non-paid" period.</li> </ul>	<ul style="list-style-type: none"> <li>Boards are to provide 6 full weeks of maternity benefits.</li> </ul>
<p>3. <i>Top-up Bank</i></p> <ul style="list-style-type: none"> <li>Some boards are not providing in 2012-13, the transition year, an employee with a 2 day allocation (prorated for P/T employees).</li> </ul>	<ul style="list-style-type: none"> <li>The Regulation provides for 2 day top up to be prorated for FTE status.</li> </ul>
<p>4. <i>Top-up for Return to Work</i></p> <ul style="list-style-type: none"> <li>Regulation prohibits top-up on return to work while on WSIB or LTD benefits</li> </ul>	<ul style="list-style-type: none"> <li>The government will recommend an amending regulation so that those on WSIB or LTD and on a return to work shall be eligible for top up on days worked.</li> </ul>
<p>5. <i>Salary Grids</i></p> <ul style="list-style-type: none"> <li>CUPE employees not getting their increments following the one-half of the employee's regular work year.</li> </ul>	<ul style="list-style-type: none"> <li>Bargaining units are eligible for salary grid movement following ½ of the employees regular work year.</li> </ul>
<p>6. <i>Long-term Assignments</i></p> <ul style="list-style-type: none"> <li>Only long-term teachers recognized for benefits like sick leave.</li> </ul>	<ul style="list-style-type: none"> <li>Regulation has been updated to recognize all long-term employees.</li> </ul>
<p>7. <i>Sick Leave Access</i></p> <ul style="list-style-type: none"> <li>New hires are excluded from sick leave.</li> </ul>	<ul style="list-style-type: none"> <li>Regulation is clear; sick leave applies to the class of employee that previously had access to sick leave – new hires are included.</li> </ul>
<p>8. <i>OMERS</i></p> <ul style="list-style-type: none"> <li>Some boards are not remitting OMERS contributions based on 100% of the employee's regular pay while on sick leave.</li> </ul>	<ul style="list-style-type: none"> <li>The board will continue to deduct and remit OMERS contributions based on 100% of the employee's regular pay.</li> </ul>

Issue	Clarification
<p>9. <i>The use of miscellaneous days for the purpose of the top-up</i></p> <ul style="list-style-type: none"> <li>• Whether employees are automatically entitled to the two compassionate days.</li> </ul>	<ul style="list-style-type: none"> <li>• The days are at the discretion of the Director of Education as per the collective agreement and board practice.</li> <li>• Not to be an across the board denial. Duty of school board to consider the individual case.</li> </ul>
<p>10. <i>Adjudication Process</i></p> <ul style="list-style-type: none"> <li>• CUPE does not have an adjudicated process in all cases.</li> </ul>	<ul style="list-style-type: none"> <li>• Articles 2 and 3 of the Short-Term Leave and Disability Plan section of the CUPE 2012 MOU contemplate a two-step assessment process by a board.</li> <li>• A board will do an initial assessment based on the evidence presented as may be required under CUPE local collective agreement.</li> <li>• Where a board can make an assessment that does not require medical expertise, the board will grant the leave at 90 percent. Otherwise, the board may seek a 3rd party assessment.</li> </ul>
<p>11. <i>Job Security</i></p> <ul style="list-style-type: none"> <li>• How the protected complement is defined.</li> </ul>	<ul style="list-style-type: none"> <li>• Not intended to allow trade-offs between classification groups within complement where one expands and another is declining.</li> </ul>