

C o l l e c t i v e A g r e e m e n t

between the

York Region

District School Board

- and the -

Canadian Union of Public Employees

Local 1196



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 1196
For September 1, 2012 to August 31 2014

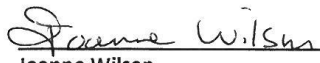
The parties agree to the terms of this Memorandum of Settlement conditional upon the following:

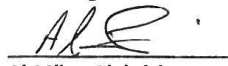
- 1) The undersigned representatives of the parties do hereby agree to recommend the ratification of all the terms of this memorandum to their respective parties;
- 2) Ratification by CUPE Local 1196 and by the York Region District School Board by January 14th 2013;
- 3) All other proposals are withdrawn by both parties; and
- 4) Approval of the amendments to the collective agreement and the agreement in its entirety by the Ministry of Education.

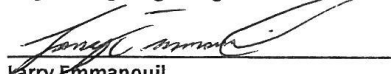
The parties herein agree that the said Memorandum of Settlement shall include:

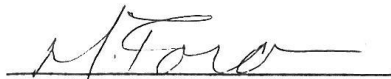
- The terms of the previous collective agreement which expired on August 31, 2012
- The locally agreed to amendments to the existing 2008 to 2012 collective agreement attached in Appendix "A" (errors and omissions excepted) as attached
- The parties agree that the term of the Collective Agreement shall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


For the Union, CUPE Local 1196


Joanne Wilson
Chief Negotiator


Al-Milan Aleksich
Negotiating Bargaining Chair

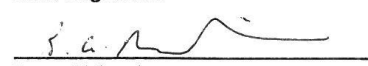

Larry Emmanouil
1st Vice President


Mike Forani
Steward


Guy Govis
Health & Safety Rep

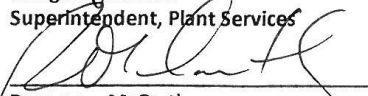
For the Board


Dorothy Cammaert
Chief Negotiator


Bruce Richardson
Negotiations Advisor


Wanda Muirhead
Superintendent, Business Services


Margaret Roberts
Superintendent, Plant Services


Rosemary McCarthy
Employee Relations Officer

Tony Lioutas
Treasurer

Vince Squillaciotti
Steward

Kim Brady
Manager of Finance

Susan Hastings
Manager, Maintenance Services

Kevin McBean
Manager, Caretaking Services

Dated January 9 2013
Signed + effective as
of date of ratification

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Coordinating Committee

PART A – GENERAL

A.1.0 SCOPE AND RECOGNITION

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

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

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

A.2.0 DURATION OF AGREEMENT

A.2.1 The parties hereto agree that this Collective Agreement shall be effective from the 1st day of September 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 Collective Agreement is given by either party, then the parties agree to meet for the purpose of negotiations within fifteen (15) calendar days after the giving of such notice if requested to do so, or at such other time as is mutually agreed upon by the parties.

A.3.0 NO STRIKES – NO LOCKOUTS

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

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

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

A.4.0 GRIEVANCE AND ARBITRATION PROCEDURES

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

- A.4.2 If any employee has a complaint, the employee shall first discuss the complaint with his immediate supervisor. The employee may be accompanied by a Union Steward when agreed upon by the Chief Steward and Manager of Caretaking Services or Manager of Maintenance Services. For purposes of the grievance procedure, the immediate supervisor is defined as follows:

In an elementary school, the immediate supervisor shall be the Principal, Vice-Principal or in their absence the Supervisor of Facility Services. In a secondary school, the immediate supervisor shall be the Principal, Vice-Principal and/or the Supervisor of Facility Services. In the Community Education Centres, Education Centres and the Maintenance Centre, the immediate supervisor shall be the Foreperson or Supervisor of Facility Services or Assistant Manager of Maintenance Services as applicable.

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

A.4.3.1 **Step 1:**

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

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

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

A.4.3.2 **Step 2:**

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

A.4.3.3 Step 3:

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

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

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

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

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

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

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

Nothing in this agreement precludes the use of mediation by mutual consent. The cost of mediation will be equally shared by the Board and the Union.

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

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

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

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

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

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

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

- A.4.13 The decision of a Board of Arbitration/arbitrator shall be final and binding upon the parties and for this purpose the decision shall be unanimous or one reached by a majority of the members of the Board, provided, however, that if there is no majority decision of the Board, then the decision of the Chairman shall constitute a final and binding decision of the Board.
- A.4.14 Time limits set forth in this Article may be extended by mutual Agreement in writing between the parties hereto.
- A.4.15 If an employee is discharged, his grievance must be presented in writing, signed by the employee concerned, within five (5) working days after the discharge, to the Superintendent responsible for Human Resource Services who shall answer the grievance in writing within five (5) working days after the grievance is presented. The employee's steward shall be present when the employee presents the grievance. If the grievance is not settled, it shall be presented by the Union to the Management Committee in accordance with the procedures outlined in Step 3 of the Grievance procedure within five (5) working days after the written answer of the Coordinator of Labour Relations has been received by the employee.
- A.4.16 Where an employee's grievance against his discharge or suspension comes before an Arbitration Board/arbitrator, the Board/arbitrator may make a ruling:
- A.4.16.1 confirming the Board's action, or
- A.4.16.2 reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his case), or
- A.4.16.3 disposing of the grievance in any other manner which may be just and equitable.
- A.4.17 It is understood that no grievance may be submitted concerning the discharge, lay-off or other forms of disciplinary action of a probationary employee. Where it is the intent of the employer to terminate the probationary employee, the employee will be advised that he/she may request a representative of the Union be present.

A.5.0 RESERVATION OF BOARD RIGHTS

- A.5.1 The Union acknowledges that the management of the Board's operation and the direction of its employees shall continue to be vested exclusively with the Board and shall, among other things, include the right to:
- A.5.1.1 hire, promote, transfer;
- A.5.1.2 make and alter reasonable rules and regulations to be observed by the employee;
- A.5.1.3 demote, suspend, transfer for disciplinary reasons, discharge or otherwise discipline employees for just cause.
- A.5.2 All rights set forth in this Article will not be exercised in a manner contrary to the provisions of this Collective Agreement.

A.6.0 UNION SECURITY

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

A.6.1.2 Where required by legislation or the employer, the Board shall pay all future costs for any required employment related police check or offence declarations for permanent CUPE 1196 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.

A.6.2.1 The Union will be given the opportunity to address new members for up to one (1) hour at a new orientation session. It is understood that union membership is voluntary.

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

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

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

A.7.0 SENIORITY

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

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

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

- A.7.3.2 **The seniority list will be revised and posted on the BWW twice a year at the end of May and the end of November along with an electronic copy to the union President and Chief Steward.**
- A.7.3.3 **Union and member complaints about the accuracy of the seniority list will be considered within thirty (30) working days of the date of posting and the list shall be deemed to be accurate if no complaint or grievance is received within the said time limit of thirty (30) working days.**
- A.7.4.1 The selection and promotion of an employee to a position outside the bargaining unit is not governed by this Collective Agreement.
- A.7.4.2 If an employee is transferred to a position outside the bargaining unit and is later returned to a position within the bargaining unit, then the seniority which the employee had acquired prior to his transfer outside the bargaining unit shall be retained by him, provided he is transferred back into the bargaining unit within a period of twelve (12) months. The period can be extended in writing upon mutual agreement between the Board, the Union and the employee up to an additional twelve (12) months. If transferred back into the bargaining unit after twelve (12) months, or if an extension is agreed after twenty four (24) months, the employee's seniority will start after, but his length of service will continue to be calculated from his original hire date with the Board.
- A.7.4.3 No employee shall be promoted to a position outside the bargaining unit without his agreement.
- A.7.5 Top seniority rights shall be accorded to current members of Local 1196's Officers and stewards. This shall mean that those employees shall be retained during their respective terms of office notwithstanding their positions on the seniority list provided full-time work for which they are qualified and able to perform at their own or lower hourly rate is available.
- A.7.6 If an employee is absent from work because of personal illness, accident or leave of absence authorized by the Board, he shall not lose his seniority rights. However, an employee's seniority shall only be lost and the employee deemed terminated, for any of the following reasons:
- A.7.6.1 dismissal for just cause;
- A.7.6.2 voluntary resignation;
- A.7.6.3 lay-off for twelve (12) consecutive months;
- A.7.6.4 **fails to report to the Board within the time specified in a recall notice or fails to report for work on the date specified in a recall notice unless unable to for valid reasons. Notices of recall shall be sent by registered mail or external courier to the employee's last address on the Board's Human Resource Services records;**
- A.7.6.5 absence from work for three consecutive working days without a valid reason.

A.7.7 It shall be the duty of the employee to notify the Board's 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 Services records shall be conclusively deemed to have been received by the employee.

A.8.0 TRADE UNION REPRESENTATION

A.8.1 The Union shall elect or appoint up to twenty (20) stewards.

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

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

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

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

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

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

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

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

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

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

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

- A.8.8.3 If requested, he shall give a reasonable explanation why he deems such action is necessary and when resuming his regular work, he shall then again report to his immediate available supervisor.
- A.8.8.4 Permission from a supervisor shall not be unreasonably withheld.
- A.8.9 It is understood and agreed that Union stewards who are elected or appointed under the terms of this Collective Agreement shall have reasonable access to school premises or work locations at reasonable times for the purposes of investigating or processing grievances or when dealing with matters which are properly under the jurisdiction of stewards under the terms of this Collective Agreement. Union stewards, when entering a work location shall report to the Principal or Principal's designate, or to the supervisor of the work location if not a school premise.

A.9.0 LABOUR MANAGEMENT RELATIONS

- A.9.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without prior authorization of the Union. In order that this may be carried out, the Union will supply the Board with the names of its officers.
- A.9.2 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representatives shall have reasonable access to the Board's premises in order to investigate and assist in the settlement of a grievance.
- A.9.3.1 Time spent at approved Board/Union Committees other than referenced in A.9.3.2 shall be considered as time worked.
- A.9.3.2 No employee negotiating committee members shall be required to report to work on negotiations days provided that direct negotiations take place for any part of such days. In the period six (6) months prior to the termination of this Collective Agreement each member of the Union Bargaining Committee shall be entitled to two (2) days off with pay to prepare for negotiations.
- A.9.3.3 The Board reserves the right to limit the payment for members in A.9.3.2 to up to six (6) employees per day. However, the Board shall not continue to pay for any committee members when third party assistance is requested.
- A.9.3.5 Employees who are members of and attend approved Board/Union Committees and who are scheduled to work that day, shall report to work for the remainder of the required shift time.
- A.9.4 All correspondence between the parties, arising out of this Collective Agreement and incidental thereto shall pass to and from the Superintendent responsible for Human Resource Services, or designate, and the President of the Union, or designate.

A.10.0 UNION MANAGEMENT COMMITTEE

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

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

A.11.0 VACANCIES AND JOB POSTINGS

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

A.11.2 All bargaining unit vacancies shall be posted within fifteen (15) days of the position becoming vacant or of the creation of a new position.

A.11.3 All postings shall include the following information:

Position
Qualifications
Education
Shifts
Location
Rate of Pay

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

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

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

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

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

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

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

- A.11.9 During the trial period, the employee will be paid the rate of pay for the job he is doing in accordance with Article B.1.6.
- A.11.10 If the employee proves unsatisfactory during the trial period, he will be returned to his former rate of pay and may be returned to his former work location, if vacant. A position is no longer considered vacant if an offer of employment has been made and the employee has accepted.**
- If the position is not vacant, the employee will return to a vacant position in the same classification. Should he wish to return to his former position or location during the trial period, he may be returned by mutual Agreement between the Board and the employee if the position is vacant.**
- A.11.11 If there is no mutual Agreement, the employee will be returned to his former rate of pay at another location. The Board will attempt to place the employee within the former geographic area where there is agreement between the Union, the Board and the employee.
- A.11.12 When a successful applicant has been chosen for a vacancy the Board shall post the name of the person who was successful in filling the vacancy, on the BWW. Such notice will be sent out within 10 working days.**
- A.11.13 Caretaker positions will be filled by lateral moves, based on seniority. However, there are circumstances where an employee will not be allowed to relocate due to a poor performance record, which may include disciplinary or attendance problems.
- In addition, there may be exceptional circumstances where the position requires specific characteristics, which will be identified on the posting. In these cases internal candidates will be interviewed.
- A.12.0 OCCUPATIONAL HEALTH AND SAFETY**
- A.12.1 It is understood by the parties to this collective agreement that there will be a Joint Occupational Health and Safety Committee of the Board and the support staff.
- A.12.2 The Union and the Board agree that the terms of reference for the Joint Occupational Health and Safety Committee shall reflect representation on the committee for both CUPE 1196 and CUPE 1734.**
- A.12.3 The Board recognizes its obligation to provide a secure environment for employees in accordance with the Board's Safe Schools Policy.

PART B – WAGES AND BENEFITS

B.1.0 RATES OF PAY AND CLASSIFICATIONS

YEAR 1 EFFECTIVE SEPTEMBER 1, 2012 TO AUGUST 31, 2013
An increase of 0%

Classification	September 1, 2012 to August 31, 2013		
	Start	Mid	Job
Caretaker (caretaker in a work location under supervision)	21.12	21.55	22.04
Lead Caretaker # 1 (caretaker in a work location with fewer than 2 other caretakers)	22.07	22.40	22.71
Lead Caretaker # 2 (caretaker in a work location and is responsible for 2 other caretakers)	22.41	22.85	23.17
Lead Caretaker # 3 (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers)	22.79	23.42	23.81
Service Team Coordinator	22.79	23.42	23.81
Lead Caretaker # 4 (caretaker in a work location and is responsible for the work location and 8 or more other caretakers)	23.77	24.28	24.71
Groundskeeper (responsible for undertaking of tasks to maintain sites as assigned)	22.79	23.42	23.81
Landscaper (responsible for undertaking of landscaping tasks as assigned)	23.77	24.28	24.71
Courier	21.40	21.82	22.27
Truck Driver	22.59	23.02	23.49
* Maintenance Person No. 1 (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned)	23.77	24.28	24.71
* Maintenance Person No. 2 (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas)	24.65	25.07	25.52
* Maintenance Person No. 3 (maintenance person who is working at the trade in which they are licensed)	25.16	25.61	26.06

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

Collective Agreement Between the YRDSB and CUPE Local 1196
September 1, 2012 to August 31, 2014

<https://www.yrdsb.ca/boarddocs/Pages/CollectiveAgreements.aspx>

Effective September 1, 2012 to August 31, 2013	
4th Class Engineer	Applicable rate plus \$.45 per hour. Additional \$.45 per hour for Stationary Engineers in registered plants only.
Ministry of Labour Licences	Applicable rate plus \$.45 per hour. Additional \$.90 per hour for maintenance employees who use the licence only.
Bilingual Employee (where required)	Applicable rate plus \$.39 per hour.
Lead Hand Painter	Applicable rate plus \$.51 per hour.
Grass Cutter/Snow Remover	This job shall be posted and the rate of pay shall be that of Lead Caretaker # 1.
Maintenance Apprentice	Year 1 rate of pay – same as Caretaker Year 2 rate of pay – same as Lead Caretaker # 1 Year 3 rate of pay – same as Lead Caretaker # 2 Year 4 - see applicable rate
Building Environment Systems (B.E.S.)	Applicable rate plus \$.45 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification.
Chainsaw	Applicable rate plus \$.22 per hour for grass cutters, groundskeepers and landscapers who are required to use chainsaws.
Small Drinking Water Systems Certificate	For schools on wells only, applicable rate plus \$.45 per hour.

YEAR 2 EFFECTIVE SEPTEMBER 1, 2013 TO AUGUST 31, 2014
An increase of 0%

Classification	September 1, 2013 to August 31, 2014		
	Start	Mid	Job
Caretaker (caretaker in a work location under supervision)	21.12	21.55	22.04
Lead Caretaker # 1 (caretaker in a work location with fewer than 2 other caretakers)	22.07	22.40	22.71
Lead Caretaker # 2 (caretaker in a work location and is responsible for 2 other caretakers)	22.41	22.85	23.17
Lead Caretaker # 3 (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers)	22.79	23.42	23.81
Service Team Coordinator	22.79	23.42	23.81
Lead Caretaker # 4 (caretaker in a work location and is responsible for the work location and 8 or more other caretakers)	23.77	24.28	24.71
Groundskeeper (responsible for undertaking of tasks to maintain sites as assigned)	22.79	23.42	23.81
Landscaper (responsible for undertaking of landscaping tasks as assigned)	23.77	24.28	24.71
Courier	21.40	21.82	22.27
Truck Driver	22.59	23.02	23.49
* Maintenance Person No. 1 (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned)	23.77	24.28	24.71
* Maintenance Person No. 2 (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas)	24.65	25.07	25.52
* Maintenance Person No. 3 (maintenance person who is working at the trade in which they are licensed)	25.16	25.61	26.06

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

Effective September 1, 2013 to August 31, 2014	
4th Class Engineer	Applicable rate plus \$.45 per hour. Additional \$.45 per hour for Stationary Engineers in registered plants only.
Ministry of Labour Licences	Applicable rate plus \$.45 per hour. Additional \$.90 per hour for maintenance employees who use the licence only.
Bilingual Employee (where required)	Applicable rate plus \$.39 per hour.
Lead Hand Painter	Applicable rate plus \$.51 per hour.
Grass Cutter/Snow Remover	This job shall be posted and the rate of pay shall be that of Lead Caretaker # 1.
Maintenance Apprentice	Year 1 rate of pay – same as Caretaker Year 2 rate of pay – same as Lead Caretaker # 1 Year 3 rate of pay – same as Lead Caretaker # 2 Year 4 - see applicable rate
Building Environment Systems (B.E.S.)	Applicable rate plus \$.45 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification.
Chainsaw	Applicable rate plus \$.22 per hour for grass cutters, groundskeepers and landscapers who are required to use chainsaws.
Small Drinking Water Systems Certificate	For schools on wells only, applicable rate plus \$.45 per hour.

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

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

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

- B.1.3 An employee other than those covered in B.1.3.1 shall receive, if eligible, the additional applicable rate for licenses identified on the approved list, for one licence only.
- B.1.3.1 A maintenance person, who holds two (2) licenses that are required by the Employer, and are utilized within their position, will be paid \$.40 per hour per license and an additional \$.80 per hour per license for utilization.
- B.1.4 For the level of Lead Caretaker #3 to be created, there shall be at least three (3) other employees in addition to the newly created Lead Caretaker #3.
- B.1.5 In a school where there is a Lead Caretaker #3 and the additional complement drops below three (3) other employees, the Lead Caretaker #3 shall remain as a Lead Caretaker #3 for one full year from the time the complement drops below the conditions set out in B.1.4. If the complement for a Lead Caretaker #3 is not met at that time, the Lead Caretaker #3 shall be subject to the conditions as set out in A.11.0.
- B.1.6 Employees promoted to a higher paying position shall receive the mid rate under B.1.0 for a period of sixty (60) calendar days then proceed to the job rate. A successful candidate who goes to a lower paying position shall receive the job rate. **(SEE MOU)**
- B.1.7 When the duties in any classification are materially changed or when a position not covered in B.1.0 hereto is established during the term of this Collective Agreement, the rate of pay for the classification or new position shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on any reclassification or rate of pay of the job in question, such a dispute may be submitted through the Grievance and Arbitration Procedures. The new rate shall become retroactive to the time the position was first filled by the employee. **(SEE MOU)**
- B.1.8 Wages shall be paid by a deposit to the employee's bank every second Thursday.
- B.1.9 On each payday each employee shall be provided with an itemized statement of his wages and deductions which shall be equalized as much as possible.
- B.1.10 When an employee temporarily substitutes in a higher paying position, he shall receive the rate for the job to which he is temporarily transferred if it is higher than his regular rate until he has met the requirements of Article B.1.6 after which time he would proceed to job rate.
- B.1.11 If an employee is temporarily assigned to a position paying a lower rate than his regular rate, then his rate shall not be reduced. This provision shall not apply when an employee accepts a lower position to avoid a layoff or when an employee is permanently transferred to a lower classification.
- B.2.0 OVERTIME**
- B.2.1 A rate of time and a half shall be paid for all hours in a work week worked over forty (40) hours and for all hours worked in excess of eight (8) hours in any work day.
- B.2.2 When overtime work is necessary, such overtime will be shared fairly among employees who are willing, qualified and available to perform the work which is required. Such overtime shall first be offered to those employees assigned to the work location.
- B.2.3 The Overtime Protocol as developed and mutually agreed upon through the Union Management Committee will be implemented in all schools and worksites.

- B.2.4 An employee on the overtime list who repeatedly refuses or wishes not to be considered to perform overtime duties will be removed from the list until the end of the following quarter, with the quarters beginning the first day of September, December, March and June. In the event that there are no employees available to perform the overtime, the Board reserves the right to appoint an employee so as to maintain its operation.

B.2.6 Employees who accept an overtime shift will not have the shift cancelled within forty-eight (48) hours of the start of the overtime shift.

B.3.0 SHIFT PREMIUMS

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

Effective	September 1, 2008	\$0.50 per hour
Effective	September 1, 2009	\$0.52 per hour
Effective	September 1, 2010	\$0.53 per hour
Effective	September 1, 2011	\$0.55 per hour

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

Effective	September 1, 2008	\$0.61 per hour
Effective	September 1, 2009	\$0.63 per hour
Effective	September 1, 2010	\$0.65 per hour
Effective	September 1, 2011	\$0.67 per hour

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

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

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

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

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

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

B.5.0 INSURED EMPLOYEE BENEFITS

B.5.1 OMERS:

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

- B.5.1.2 OMERS contributions for taxable life insurance premiums will be calculated and adjusted twice yearly. (see Memorandum of Agreement – OMERS G.1.2)

B.5.2 Ontario Health Insurance:

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

B.5.3 Semi-Private:

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

B.5.4 Extended Health Care:

- B.5.4.1 The Board shall pay 100% of the premium cost for extended health care coverage, which shall include provision for vision care coverage in any two consecutive calendar years for all full-time employees as follows:
\$300 effective September 1, 2008;
\$350 effective September 1, 2010.
- B.5.4.2 The Board shall pay 100% of the premium cost for extended health care coverage, which shall include provision for hearing aid coverage to the extent of \$200 in any two consecutive calendar years for all full-time employees effective September 1, 2001.

B.5.5 Dental Plan:

- B.5.5.1 The Board shall pay 100% of the premium cost for a basic dental plan with the:
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.5.5.2 Orthodontic Rider:
A member may, subject to enrolment requirements of the insurance carrier, participate in major restorative rider or an orthodontic rider. The employee will pay 100% of the cost.

B.5.6 Group Insurance:

- B.5.6.1 The Board shall pay 100% of the premium cost for a Group Life Insurance Plan for all full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.
- B.5.6.2 Triple insurance coverage may be carried by the employee, subject to the enrolment requirements of the insurance carrier, with the employee paying the total cost of the difference between the premium for double the employee's basic annual salary coverage and the premium for triple employee's basic annual salary.

B.5.7 Accidental Death and Disability:

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

B.5.8 Change of Carrier:

- B.5.8.1 The Board may change the carrier of any benefit plan (other than OHIP) provided that any benefits provided by such other carrier are at least equivalent to the present benefits in this Collective Agreement.
- B.5.9 The Employer will provide a drug card to all eligible employees.
- B.5.10 CUPE 1196 employees working past age 65 shall be eligible for applicable Board benefits.

B.6.0 PAID HOLIDAYS

- B.6.1.1 The Board recognizes the following as paid holidays:
- | | |
|-------------------|---------------------|
| 1. New Year's Day | 6. Canada Day |
| 2. Family Day | 7. Civic Holiday |
| 3. Good Friday | 8. Labour Day |
| 4. Easter Monday | 9. Thanksgiving Day |
| 5. Victoria Day | 10. Christmas Day |
| | 11. Boxing Day |
- B.6.1.2 Two (2) float days shall be observed at a time mutually agreed upon between the supervisor and the employee. A new employee must have passed his probationary period to receive float days.
- B.6.1.3 All float days must be used within the calendar year of January 1 to December 31.
- B.6.1.4 In the event that an additional day, other than those listed in B.6.1.1 is proclaimed a school holiday, that day will replace one (1) of the float days in B.6.1.2.
- B.6.2 When any of the holidays listed in B.6.1.1 falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday or the preceding Friday shall be deemed to be a holiday for the purpose of this Collective Agreement, subject to the right of the Board to schedule it.
- B.6.3 Employees who have been in the employment of the Board for a period of one month and who are not required to work on the holidays listed in B.6.1.1 shall receive holiday pay equal to one normal day's pay if qualified to receive same. Employees who are required to work shall be paid at double time together with holiday pay if qualified to receive same. To be eligible to receive payment for a holiday, an employee must work his full scheduled shifts on the days immediately preceding and succeeding a holiday, or make some other arrangements satisfactory to the Board.
- B.6.4 An employee shall not be disqualified from receiving holiday pay if he is absent on one or both of the shifts referred to in B.6.3 due to personal illness, provided, however, that the Board may require the employee to provide a satisfactory medical certificate.

B.7.0 VACATION AND VACATION PAY

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

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

Effective September 1, 2010 an employee shall be entitled to vacation with pay at his regular rate of pay as follows:

Length of Continuous Service as of June 30	Length of Vacation Entitlement
Less than 1 year	1 day for each full month of continuous service to a maximum of 10 days
1 year but less than 2 years	2 weeks
2 years but less than 9 years	3 weeks
9 years but less than 18 years	4 weeks
18 years or more	5 weeks

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

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

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

= # of days not earned for vacation purposes.

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

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

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

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

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

- B.7.3.1 In the case of an employee with less than one year of continuous service with the Board, a sum equal to 4% of his earnings from the previous June 30th;
- B.7.3.2 In the case of an employee qualified for two weeks' vacation, a sum equal to 4% of his earnings from the previous June 30th;
- B.7.3.3 In the case of an employee qualified for three weeks' vacation, a sum equal to 6% of his earnings from the previous June 30th;
- B.7.3.4 In the case of an employee qualified for four weeks' vacation, a sum equal to 8% of his earnings from the previous June 30th;
- B.7.3.5 In the case of an employee qualified for five weeks vacation, a sum equal to 10% of his earnings from the previous June 30th.
- B.7.4 An employee shall be entitled to an extra day's vacation with pay for any holiday as defined in B.6.1, which falls within his vacation.
- B.7.5 Under special circumstances, an employee may request in writing that one week of vacation be carried over into the following year. Such requests must be made by May 31st. In the event that a request is denied, the Board will provide a written rationale. If granted, the carry over week must be used within that year.
- B.7.6 Vacation requests shall be submitted by April 15th each year and shall not be changed unless mutually agreed to by the employee and the Board.
- B.7.7 For the purposes of computing qualifications for vacation with pay, the service rendered by an employee with a predecessor Board shall be counted.
- B.7.8 Sick leave may be substituted for vacation where an employee can substantiate by means of a medical certificate that he or she was incapacitated in excess of five (5) working days, during his or her vacation period. Under these circumstances, the time for future vacation, which is given to the employee, shall be deducted from the employee's sick pay bank.

B.8.0 UNIFORMS, SAFETY FOOTWEAR AND SAFETY EQUIPMENT

- B.8.1.1 In the school years 2008/2009 and 2009/2010, the Board will provide to all permanent employees a uniform/safety footwear voucher each year equivalent in value to \$315.00 for male employees and \$325.00 for female employees. This provision is contingent upon the yearly purchase of safety footwear.

In the school years 2010/2011 and 2011/2012, the Board will provide to all permanent employees a uniform/safety footwear voucher each year equivalent in value to \$330.00 for male employees and \$340.00 for female employees. This provision is contingent upon the yearly purchase of safety footwear.

- B.8.1.2 In the school years 2008/2009 and 2009/2010, new employees shall, upon successful completion of the probationary period, qualify for a first issue uniform/safety footwear voucher equivalent in value to \$420.00 for male employees and \$435.00 for female employees. This provision is contingent upon the yearly purchase of safety footwear.

In the school years 2010/2011 and 2011/2012, new employees shall, upon successful completion of the probationary period, qualify for a first issue uniform/safety footwear voucher equivalent in value to \$435.00 for male employees and \$450.00 for female employees. This provision is contingent upon the yearly purchase of safety footwear.

- B.8.1.3 All employees shall be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed at all times when on duty.
- B.8.2 Safety Footwear:
- B.8.2.1 The wearing of safety footwear is a condition of employment for all employees.
- B.8.3 Safety Equipment:
- B.8.3.1 Notwithstanding B.8.1.1 and B.8.1.2, the Board shall provide at no cost to the employee all safety equipment required by law and/or the Board.

B.9.0 TRAVEL ALLOWANCE

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

B.10.0 MEAL ALLOWANCE

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

B.11.0 SICK LEAVE AND RETIREMENT GRATUITY

- B.11.1 Employees covered by the terms of this Collective Agreement shall be entitled to a sick leave plan, which provides a benefit of two (2) days without loss of pay per month for personal illness with an accumulation of sick pay credits up to a maximum of two hundred and sixty-four (264) days.
- B.11.2 For the purposes of retirement or death, an employee may accumulate sick leave up to a total maximum credit of one hundred and twenty (120) days' pay which will be paid to the employee upon retirement or, upon the employee's death, will be paid as per Article B.11.5.
- B.11.3 The credit in the Retirement Gratuity account shall be calculated as follows:
- B.11.3.1 At the end of each year the number of days added to the Retirement Gratuity Account with respect to that year shall be one-half of the unused sick leave credit of that year as provided in B.11.1.
- B.11.3.2 The maximum amount, which can be accumulated in the Gratuity Account, shall be 120 days.
- B.11.3.3 Absence shall affect the gratuity account only when the number of days in the sick leave account falls so as to equal the number of days in the gratuity account at which time each account shall be reduced by one day for each day's absence.
- B.11.3.4 No Sick Leave credits transferred from another Board shall earn credit in the gratuity account.

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

(i) For service up to August 31, 1979

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

(ii) For service after September 1, 1979

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

The following table shall be used for calculating gratuity amounts:

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

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

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

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

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

B.11.6 Under normal circumstances no medical certificate shall be required for an absence up to five (5) consecutive working days. However, for employees who may have repeated absences from work that are charged to sick leave, the Board may require a medical

certificate for any and/or all further absences. Requests must be made in writing.

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

B.12.0 RETROACTIVE SALARY

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

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

B.13.0 EDUCATIONAL TRUST FUND

B.13.1 The Board agrees to provide an Educational Trust Fund for the purpose of upgrading the qualifications of employees. The fund will be used to assist employees taking accredited courses, which may prove beneficial to the Board. Accreditation of a course and the amount of assistance to be provided for each employee shall be determined by the Union/Management Committee. The Board will provide \$15,000.00 for the fund in each of the school years 2008/2009 and 2009/2010, and \$15,000.00 in each subsequent year of the Collective Agreement.

B.13.2 The Education Trust Fund may be used from time to time for CUPE 1196 staff development as agreed by Union/Management.

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

B.14.0 EDUCATION

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 or continuing education classes operated by the York Region District School Board, an employee may register in any class, subject to any special requirements or prerequisites without paying any course registration fee. However, the employee shall be subject to payment at his own expense of any other fees or financial costs.

B.14.2 If the Board introduces technological change, such changes shall be implemented only after consultation with the Union. Employees directly affected by this change who require new skills will be provided with a retraining opportunity to an available comparable position prior to layoff.

PART C - LEAVES OF ABSENCE

C.1.0 LEAVES GENERAL

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

C.2.0 LEAVES FOR UNION BUSINESS

- C.2.1.1 **Any permanent employee who is elected or selected for a full time position with CUPE National, the Ontario branch of CUPE, or any labour body of whom CUPE is a member, shall be granted a leave of absence without pay and benefits by the Board, for a period of up to two (2) years. The Board may renew such leave on a yearly basis. Where the leave granted is for twelve (12) months or more, the employee shall return to the position held prior to going on leave, if available, or to a comparable position if not available. The employee will accumulate seniority during any leave of absence.**

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

- C.2.2 **Upon written request by the Union given not less than ten (10) calendar days in advance to the Board, the Board will grant leave of absence without pay or loss of seniority to the employees named in such request to absent themselves to attend conventions and seminars of such Union, limited however, for each such convention or seminar to not more than eight (8) employees per event, maximum of two (2) employees per work location at the same time and to time off of not more than one hundred and sixty (160) person days per Agreement year. During such leave, the Board shall pay to the employee his regular wages and benefits and bill the cost of such to the Union for reimbursement.**

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

Effective September 1, 2010 the President of CUPE 1196 shall receive the job rate according to his/her classification plus \$3.10 per hour.

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

C.3.0 BEREAVEMENT LEAVE

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

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

C.4.0 JURY DUTY AND/OR COURT WITNESS

- C.4.1 The Board shall grant a leave of absence without loss of seniority to an employee who serves as a juror or crown witness in any court.
- C.4.2 The Board shall pay such an employee the difference between his normal earning and the payment he receives for the jury service or court witness, excluding payment of travelling, meals, or the other expenses.
- C.4.3 The employee will present proof of service and attendance and the amount of pay received.

C.5.0 OTHER LEAVES

- C.5.1 An employee shall be entitled to the following leave days with pay, but charged to sick leave and appropriate charge to the gratuity account:
- a) severe family illness of a parent, spouse, or child (maximum 3 days per year)
 - b) writing of an examination (maximum 1 day per exam)
 - c) employee's own convocation from a post secondary institution, or that of the spouse, son or daughter (maximum 1 day per occasion)
 - d) moving day from employee's prime residence (maximum 1 day per year)
 - e) funeral – as per C.3.2
 - f) maximum 3 days per year for the:
 - i. birth of employee's child where individual is not accessing maternity leave; or
 - ii. adoption of child at the time the child comes into the care, custody or control of the employee and where the employee is not accessing adoption leave.
- C.5.2.1 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).
- C.5.2.2 For the purposes of a Faith Day for a sincerely held religious belief, there shall be no deduction from pay for absences of an additional 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.
- C.5.2.3 It is understood that deductions from the sick leave account for absences in C.5.0 shall be in accordance with Employment Insurance regulations.

C.6.0 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEE) PLAN

- C.6.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by employees from Services Canada, (formerly known as Human Resources Development Centre of Canada) for temporary unemployment caused by Pregnancy or Parental Leaves.
- C.6.2 The employee must be eligible to receive E.I. pregnancy or parental benefits from Services Canada, (formerly know as Human Resources and Development Centre of Canada) and must also be eligible for pregnancy or parental leave under the *Ontario Employment Standards Act*.

- C.6.2.1 A SEB payment will not be made if the employee accesses the sick leave/gratuity plan or if the Employment Insurance 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 PREGNANCY/PARENTAL LEAVE

- C.7.1 "Pregnancy leave" means leave of absence of seventeen (17) weeks or less without pay pursuant to the *Employment Standards Act, 2000*.
- C.7.2 "Parental leave" means leave of absence of thirty-five (35) weeks or less without pay if the employee also took pregnancy leave and thirty-seven (37) weeks or less without pay if the employee did not take pregnancy leave, pursuant to the *Employment Standards Act, 2000*
- C.7.3 Pregnancy/Parental leave will be granted pursuant to the *Employment Standards Act, 2000*.
- C.7.4 Pursuant to the terms of the Act, an employee should notify her principal or immediate Supervisor as soon as possible of the Pregnancy and arrange a suitable date for the commencement of the leave.
- C.7.5 The employee shall not work and the Board shall not cause her to work or permit her to work until six weeks after the date of delivery or for such shorter period as in the written opinion of a legally qualified Medical Practitioner is sufficient.
- C.7.6 An employee returning from a Pregnancy/Parental leave shall have his/her position guaranteed with the Board, subject to other terms within this Agreement.
- C.7.7 The Board shall continue to pay its share of the employee's insured employee benefit plans for the period of the Pregnancy/Parental leave.
- C.7.8 An employee returning from Pregnancy/Parental leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.

- C.7.9 An employee on Pregnancy/Parental Leave shall not apply for payment from the sick leave plan or account, during the leave.
- C.7.10 An employee returning from Pregnancy/Parental leave shall have existing sick leave benefits and retirement gratuity credits fully reinstated.
- C.7.11 A position held by an employee going on Pregnancy/Parental leave shall be filled in an acting capacity.

C.8.0 INFANT CARE LEAVE

- C.8.1 "Infant Care Leave" means a leave of absence without pay to provide a period of time following Pregnancy/Parental leave for a parent to take care of a newborn child.
- C.8.2 To be eligible for Infant Care Leave, an employee must have been continuously employed by the Board for a period of two (2) years.
- C.8.3 An employee who is eligible for an Infant Care Leave may apply at the same time as a Pregnancy/Parental Leave or no later than sixty (60) days prior to the date the Pregnancy/Parental Leave is to end.
- C.8.4 The sum of a Pregnancy/Parental and Infant Care Leave granted under this Collective Agreement may be up to one (1) year and thirty-five (35) weeks.
- C.8.5 The application for Infant Care Leave shall include the requested expiration date of the leave.
- C.8.6 An employee on Infant Care Leave shall not be paid employee benefits during the period of the leave. Such employee may retain his membership in any plan to which he was registered at the beginning of the leave, by paying full premiums applicable under a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
- C.8.7 The position held by the employee, going on Infant Care Leave shall not be maintained by the Board for the employee. The employee shall be offered employment at the same level at which he left upon return to the Board at the end of the leave.
- C.8.8 If, however no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) full year. After that time the employee will be paid at the job rate of the position she holds.
- C.8.9 Leave of absence granted because of Infant Care Leave shall not be charged to the Sick Leave Plan and no Sick Leave credits shall accrue.
- C.8.10 An employee returning from Infant Care Leave shall have existing sick leave benefits, Retirement Gratuity credits and seniority fully reinstated.
- C.8.11 A position held by an employee going on Infant Care Leave shall be filled on a permanent basis.

C.9.0 ADOPTION LEAVE – PARENTAL LEAVE

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

- C.9.2 An employee returning from Adoption Leave shall have his position guaranteed with the Board subject to other terms within this Agreement.
- C.9.3 The Board shall continue to pay its share of the Employees insured employee benefit plan for the period of the Adoption/Parental Leave.
- C.9.4 An employee returning from Adoption Leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.
- C.9.5 A position held by an employee going on Adoption/Parental Leave shall be filled in an acting capacity.
- C.9.6 An employee returning from Adoption/Parental leave shall have existing sick leave benefits and Retirement Gratuity credits fully reinstated.

C.10.0 CHILD CARE LEAVE

- C.10.1 "Child Care Leave" means a leave of absence without pay to provide a period of time immediately following an Adoption Leave for a parent to care for a newly adopted child.
- C.10.2 To be eligible for Child Care Leave, an employee must have been continuously employed by the Board for a period of two (2) years.
- C.10.3 An employee who is eligible for Child Care Leave may apply at the same time as an Adoption/Parental Leave or no later than sixty (60) days prior to the date the Adoption/Parental Leave is to end.
- C.10.4 The sum of an Adoption/Parental Leave and a Child Care Leave granted under this Collective Agreement may be up to one (1) year and thirty-five (35) weeks.
- C.10.5 An employee on Child Care Leave shall not be paid employee benefits during the period of the leave. Such employee may retain his membership in any plan to which he was registered at the beginning of the leave, by paying full premiums applicable under a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
- C.10.6 An employee returning to the Board from a Child Care Leave shall be offered employment with the Board at the same level at which he left.
- C.10.7 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time, the employee will be paid at the job rate of position she holds.
- C.10.8 Leave of absence granted because of Child Care Leave shall not be charged to the Sick Leave Plan and No Sick Leave Credits shall accrue.
- C.10.9 An employee returning from Child Care Leave shall have existing sick leave benefits, Retirement Gratuity credits and seniority fully reinstated.
- C.10.10 A position held by an employee going on Child Care Leave shall be filled on a permanent basis.

PART D – CONDITIONS OF WORK

D.1.0 HOURS OF WORK

- D.1.1 The regular work shall consist of a forty (40) hours worked in five (5) days, Monday to Friday inclusive.
- D.1.2 The scheduled work week for employees in schools with swimming pool operations shall consist of forty (40) hours worked in five (5) consecutive days Monday to Monday inclusive. Employees scheduled to work Saturday or Sunday shall be paid time and one half or double time respectively.
- D.1.3 Employees shall have two fifteen (15) minute rest periods per day at times scheduled by the Board.
- D.1.4 The normal starting and finishing times shall be as follows:
 - D.1.4.1 Day shift shall commence between 6:00 a.m. and 8:00 a.m. and finish between 2:30 p.m. and 5:00 p.m. Lunch period shall be unpaid and last one half-hour or one hour.
 - D.1.4.2 Afternoon shift shall commence between 3:00 p.m. and 4:00 p.m. and finish between 11:00 p.m. and 12:00 midnight. Lunch period shall be paid and last one half-hour and be considered part of the work period.
 - D.1.4.3 Midnight shift shall commence between 11:00 p.m. and 12:00 midnight and finish between 7:00 a.m. and 8:00 a.m. Lunch period shall be paid and last one half-hour and be considered part of the work period.
 - D.1.4.4 Mid-shift shall commence between 11:00 a.m. and 1:00 p.m. and finish between 7:00 p.m. and 9:00 p.m. Lunch period shall be paid and last one half-hour and be considered part of the work period.
 - D.1.4.5 The shifts referred to in D.1.4.1, D.1.4.2, D.1.4.3 and D.1.4.4 may be altered in consultation between the Union and the Employer for the purpose of building operations. A trial period of 6 months will be provided prior to any final implementation, by mutual agreement of the parties.
- D.1.5 All employees working on a shift which is not a normal day of work shall have one half-hour paid lunch period, which is considered part of the work period.
- D.1.6.1 Work schedules shall be posted by the Lead Caretaker or a Board designate two weeks or more in advanced and the Board shall make every effort to discuss with representatives of the Union any significant changes in the schedule of operations before putting into effect any such change.
- D.1.6.2 If an employee's work schedule is to be altered, then the Board shall provide any employee affected by the change at least forty-eight (48) hours' prior notice of the change in the work schedule. If such a change is to occur on a Saturday or Sunday work schedule, the Board shall provide an employee affected by such change at least seventy-two (72) hours prior notice.
- D.1.6.3 It is understood that in case of emergency the provisions in D.1.6.2 do not apply.

D.1.7 Although the Board expects to continue to employ its employees on a forty (40) hour basis it cannot guarantee to provide work for any employee and expressly reserves the right to reduce the work week or the working at any time. Subject to D.2.1, any reduction of hours or work week will start with term employees then probationary employees and then the least senior employees in the classification. Any changes to the regular working hours will be reviewed with the Union prior to implementation.

D.1.8 Summer Hours of Work:

The Board agrees to a four (4) day summer work week in lieu of time previously worked in accordance with the terms and conditions in the Minutes of Agreement dated November 27, 2001, agreed by the parties. It is recognized that the Employer may terminate this practice but only after the Union has had reasonable opportunity to make representations.

D.2.0 LAY-OFFS AND RECALL

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

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

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

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

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

D.3.0 COMPLAINTS AND/OR DISCIPLINARY NOTICES

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

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

D.3.2.2 The Board shall provide the President and Chief Steward of the Local Union a copy of any disciplinary notice given to an employee. Where the employee has been terminated, such notice shall be provided within 5 working days.

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

- I. a warning of possible suspension or possible discharge or,
- II. a suspension or discharge or,
- III. a letter of discipline or a written reprimand,

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

D.3.3.2 In applying D.3.3.1, the supervisor shall advise the employee that he may request a Union steward or when no steward is available, a Union executive to be present.

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

D.4.0 NO DISCRIMINATION

D.4.1 The Board and the Union agree that there shall be no discrimination against any employee based on the prohibited grounds specified by the Ontario Human Rights Code.

D.5.0 CONTRACTING OUT

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

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

PART E – MISCELLANEOUS

E.1.0 COPIES OF THE COLLECTIVE AGREEMENT

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

PART F – LETTERS OF INTENT

F.1.0 LETTERS OF INTENT

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

F.1.1 LETTER OF INTENT #1 – TRAINING

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

F.1.2 LETTER OF INTENT #2 – APPOINTMENT FORMS

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

F.1.3 LETTER OF INTENT #3 – RETIRED BENEFITS

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

F.1.4 LETTER OF INTENT #4 – GRASS CUTTERS

The present release of the grass cutters for a twelve month period will not be changed without first allowing the Union to make representations.

F.1.5 LETTER OF INTENT #5 – OVERTIME

With respect to equitable distribution of overtime for caretaking and maintenance staff, the parties agree to abide by the letter of understanding and the guidelines for overtime that have been established by the Union/Management Committee as amended by the Committee from time to time.

F.1.7 LETTER OF INTENT #7 – CONTRACTING-IN

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

F.1.8 LETTER OF INTENT #8 – JOINT-USE FACILITIES

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

F.1.9 LETTER OF INTENT #9 – SUPERVISION

The parties agree that general supervision shall not be assigned to any classification or position where supervision is not a core duty of that classification. Except in emergency situations CUPE 1196 members shall not be required to supervise student(s) in the absence of a teacher.

F.1.10 LETTER OF INTENT #10 – APPRENTICESHIP PROGRAM

The Board and the Union agree to jointly monitor the terms and conditions of the apprenticeship program through the Union/Management Committee.

F.1.11 LETTER OF INTENT #11 – DISABILITY MANAGEMENT PROGRAM

It is understood by the parties to this Collective Agreement that the Board will consult with CUPE 1196 in matters pertaining to the maintenance of the Disability Management Program. It is understood that members of CUPE 1196 will have the right to Union Representation at any disability and/or safe return to work meetings.

F.1.12 LETTER OF INTENT #12 – DRUG CARD

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

F.1.13 LETTER OF INTENT #13 – TERM EMPLOYEE POSITIONS

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

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

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

F.1.14 LETTER OF INTENT #14 – JOINT PROFESSIONAL DEVELOPMENT COMMITTEE

The York Region District School Board and CUPE 1196 have jointly agreed to a philosophy which encourages professional development for all members. An ad hoc professional development committee, with representation from Management and CUPE 1196, shall be established. CUPE 1196 is recognized as an equal participant in the professional development committee.

In accordance with the Provincial Discussion Table (PDT) Agreement, monies provided during the 2008-2009 and/or 2009-2010 school year will be allocated for professional development and training opportunities for all bargaining unit members. The allocation of CUPE 1196's proportional share of the Ministry of Education's funding enhancements for professional development and training for education support workers in the GSN shall be the ratio between CUPE 1196 FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 financial statements. The Board shall share the financial analysis and calculations of this allocation with CUPE 1196.

It is agreed that this professional development committee will meet within 60 days of ratification to review professional development issues and make recommendations for upcoming professional development opportunities for members during the 2008-2009 and/or 2009-2010 school years.

Mutually agreed upon items will be forwarded to the appropriate Board personnel for implementation.

F.1.15 LETTER OF INTENT #15 – BASELINE STAFFING

Baseline staffing numbers for all Provincial Discussion Table (PDT) Agreement staffing issues will be set at the May 27, 2008 levels which have been established at 965.

F.1.16 LETTER OF INTENT #16 – PDT AGREEMENT STAFFING

Enhanced staffing complement provided by the Provincial Discussion Table (PDT) Agreement will be allocated effective September 1, 2009 as follows:
 28 Caretaking positions
 4 Maintenance positions

F.1.17 LETTER OF INTENT #17 - PAY EQUITY

The parties agree to comply with the requirements of the Pay Equity Act. The parties will meet within 90 days of ratification to commence discussions.

F.1.18 LETTER OF INTENT #18

Under exceptional circumstances, and not more than once every five (5) years and subject to operational needs, an employee may request in writing that one additional week of vacation (in addition to the provision under B.7.5 of the Collective Agreement) be carried over into the following year. Such requests must be made by May 31st. In the event that a request is denied, the Board will provide a written rationale. If granted, the carryover week must be used within that year.

PART G – MEMORANDUM OF AGREEMENT**G.1.1 MEMORANDUM OF AGREEMENT #1 – GRIEVANCE PROCESS**

MEMORANDUM OF AGREEMENT
Between the
York Region District School Board (the Board)
And the
Canadian Union of Public Employees Local 1196 (CUPE Local 1196)

With respect to the filing of grievances both parties agree that the following procedure will be followed:

- Regardless of who applies or attends a meeting for the application of discipline, the grievance will be filed at a Step One. If an AMC delivers the message at a Step One, the Step Two goes to the Manager of Caretaking or their designate.
- The parties agree that this applies except for situations where the grievance should directly proceed to Step Three as in a termination, policy or group grievance,
- It is agreed that, where both parties agree, discussion about a grievance and its resolution can take place outside of the grievance procedure, with a view to early resolution, regardless of the step at which it is filed.

This agreement is without prejudice or establishing precedent and can be revoked by either party at any time, by providing two months notice in writing.

**G.1.2 MEMORANDUM OF AGREEMENT #2 – OMERS LANGUAGE REGARDING
“DEFINITION OF CONTRIBUTORY EARNINGS”**

**MEMORANDUM OF AGREEMENT
Between the
York Region District School Board (the Board)
And the
Canadian Union of Public Employees Local 1196 (CUPE Local 1196)**

Definition of contributory earnings: For all pension and other compensation purposes, the parties agree that contributory earnings must include all regular earnings including the following:

- 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, canine 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.

Memorandum of Understanding

Between

School Board

And

CUPE Local **1196**

The Ministry of Education and the Canadian Union of Public Employees (Ontario School Board Coordinating Committee) have reached this Memorandum of Understanding (2013 MOU) which augments the CUPE MOU of December 31, 2012. (2012 MOU).

The following items from the 2013 MOU are to be appended to, and form part of, the existing local collective agreement without amendment:

- Non-Vested Retirement Gratuity for Employee
- Sick leave/Short Term Sick Leave Disability Plan
- Offsetting Measures
- Specialized Job Classes
- Letter of Understanding – Job Security for support staff – Addendum.

Dated this 30 day of 9, 2013, (location)

For the Union

Bill Moore
Roddy McKinnon

For the Employer

[Signature]
[Signature]

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.

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:

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

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 1st and scheduled to return to work on September 1st 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 1st 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 STLDLP 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 STLDLP shall be based upon the following:
 - (a) Sick leave and STLDLP 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 STLDLP at 90% of salary for a ten (10) month assignment and subject to the conditions governing the STLDLP 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 STLDLP per month, subject to the conditions governing the STLDLP 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 6th, 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 31st 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 Presta
Elyse Ross
Whurston-Neely

For the Government

Sir Sandals
George Zegans
Mr. [Signature]
Dr. [Signature]

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

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"> Whether employees are automatically entitled to the two compassionate days. 	<ul style="list-style-type: none"> The days are at the discretion of the Director of Education as per the collective agreement and board practice. Not to be an across the board denial. Duty of school board to consider the individual case.
<p>10. <i>Adjudication Process</i></p> <ul style="list-style-type: none"> CUPE does not have an adjudicated process in all cases. 	<ul style="list-style-type: none"> 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. A board will do an initial assessment based on the evidence presented as may be required under CUPE local collective agreement. 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.
<p>11. <i>Job Security</i></p> <ul style="list-style-type: none"> How the protected complement is defined. 	<ul style="list-style-type: none"> Not intended to allow trade-offs between classification groups within complement where one expands and another is declining.