



RECIPES FOR SETTING THE TABLE

APPENDIX

Collective Agreement Language

Table of Content

	Page
Child Rearing and Pensionable Service.....	1
Violence in the Workplace.....	2
Compassionate Care and Personal Leave.....	17
Employment Equity.....	19
Contracting Out Language.....	20
Flat Wage Increases.....	21
Flexible Hours.....	22
Maternity Leave Top-UP.....	31
Workload Management.....	33
Parental and Primary Caregiver Leave.....	40
No Discrimination.....	43
Pay Equity.....	45
Secure Jobs.....	47
Percentage Wage Increases.....	50

Child Rearing and Pensionable Service

B.C. Municipal pension pan rules

13. (1) This section applies to a member who
- (a) terminates employment on or after July 1, 1994, and
 - (b) is an active member at the time of making an election under subsection (2).
- (2) If a member terminated employment, or took a leave of absence approved by the Employer, for the purpose of child rearing, engaged in the child rearing and again becomes an active member, the member may elect to have a period of time equivalent to the period of time during which the member was engaged in child rearing included as contributory service.
- (3) The child rearing period is only to be included as contributory service if
- (a) the member did not accrue, during the time the member was engaged in child rearing, an entitlement under any pension plan registered under the Income Tax Act (Canada),
 - (a.1) the member who took the leave of absence for the purpose of child-rearing has not already been credited with service for the period by purchasing it as a leave of absence under section 18, and
 - (b) the member
 - (i) left member contributions on deposit for service preceding the child rearing period, or
 - (ii) reinstated or reinstates the full period of service preceding the child rearing period.
- (4) There is no restriction on the number of child rearing periods that can be included as contributory service, but the total amount of contributory service must not exceed 5 years.

Violence in the Workplace

Association for Community Living (ACL) Coordinated Bargaining Kit 2008 (Ontario)

Coordinated Proposal # 5 Workplace violence

XX.01

The Employer and the Union recognize their joint obligation to provide and maintain a safe and healthy workplace and to comply with all duties and responsibilities under the Occupational Health and Safety Act and Regulations as may be amended from time to time.

Violence

XX.02

In this section, "violence" means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement or behavior that gives a worker reasonable cause to believe that individuals are at risk of injury.

Policy and procedures

XX.03

The Employer must develop a workplace violence prevention and protection policy. To that end the Employer and the Union agree that within thirty (30) days from the ratification date of this Agreement the parties will meet to jointly develop a policy on workplace violence. Such policy shall be completed and effective not later than ninety (90) days from the ratification date of this Agreement.

XX.04

The Employer and the Union agree that where an Employer-Union Joint Health and Safety Committee, as defined in the Occupational Health and Safety Act, exists the Committee shall develop the Policy. Where no Employer-Union Joint Health and Safety Committee exists the Employer and the Union shall mutually agree on the vehicle through which the Policy shall be developed.

XX.05

The Health and Safety Policy including the workplace violence prevention and protection policy shall form part of this Collective Agreement and shall be reviewed and revised annually and only be amended by mutual agreement.

Risk assessment

XX.06

- (1) A risk assessment must be performed in any workplace in which a risk of injury to workers from violence arising out of their employment may be present.
- (2) The risk assessment must include the consideration of:
 - (a) previous experience in that workplace,
 - (b) occupational experience in similar workplaces, and
 - (c) the location and circumstances in which work will take place.
- (3) If a risk of injury to workers from violence is identified by an assessment performed under section (1) and or (2) above the Employer must:
 - (a) establish procedures, policies and work environment arrangements to eliminate the risk to workers from violence, and
 - (b) if elimination of the risk to workers is not possible, establish procedures, policies and work environment arrangements to minimize the risk to workers.

This provision in no way limits a workers right to refuse under the Occupational Health and Safety Act.

Refusal to work where health or safety is in danger

XX.07

An Employee may refuse to carry out duties if the Employee has reason to believe such duties are likely to endanger the Employee, another worker, an unborn child, a client or the public, as defined by the Act and the Employee shall enjoy the full protection of the Act in all areas relating to discipline, remuneration and seniority.

Instruction of workers

XX.08

- (1) An Employer must inform workers who may be exposed to the risk of violence of the nature and extent of the risk.
- (2) The duty to inform workers in subsection (1) includes a duty to provide information related to the risk of violence from persons who have a history of violent behaviour and whom workers are likely to encounter in the course of their work.
- (3) The Employer must instruct workers who may be exposed to the risk of violence in:
 - (a) the means for recognition of the potential for violence,
 - (b) the procedures, policies and work environment arrangements which have been developed to minimize or effectively control the risk to workers from violence,
 - (c) the appropriate response to incidents of violence, including how to obtain assistance, and
 - (d) procedures for reporting, investigating and documenting incidents of violence.

Damage to personal property

XX.09

The Employer will compensate an Employee for loss of personal property, including clothing, eyeglasses and watches, in the event such property is destroyed by a resident while the Employee is performing his or her regular duties. The Employer shall compensate by providing the replacement cost of the personal property.

Injury pay provisions

XX.10

An Employee who is injured or traumatized during working hours, and is required to leave for treatment or is sent home for such incident shall receive payment for the remainder of the shift at the Employee's regular rate of pay without deduction from sick leave.

An Employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

Transportation

XX.11

Transportation to the nearest physician or hospital for Employees requiring care by a physician or hospital, as a result of a workplace incident shall be at the expense of the Employer.

Reporting

XX.12

When there is an incident involving violence as per XX.02 an incident report shall be completed. The incident report shall be forwarded to each of the joint Health and Safety Chairs or designates within 48 hours of the incident being reported.

XX.13

CUPE National Representative *(please add if existing language does not already provide for this type of support)*

The Union has the right to bring in a CUPE National Representative to assist in policy development and/or to any Health and Safety meetings, if needed.

Rationale

Safe workplaces are safe for all people in the work environment including workers, volunteers, supported individuals and visitors. It is a joint Employer and union responsibility to ensure a safe and healthy workplace.

There have been numerous reports of injuries and potential injuries arising from aggressive behaviours in agencies across the province. We recognize that the behaviors of some supported individuals are not always within their ability to control. This reality makes it vital to ensure there are clear policies and procedures to protect individuals in the workplace.

Most of the language we are proposing are excerpts pulled from existing health and safety legislation from provinces across Canada or existing ACL language. The first focus is prevention and the second is assisting and supporting those who have been a victim of workplace violence. The proposal puts the onus on the Employer to reduce the risk of violence through the development of a joint union-Employer policy and procedures on workplace violence.

We are also proposing language that permits a worker to refuse work that s/he believes is unsafe. This is current language in a number of ACL collective agreements. Current legislation allows developmental services workers a *limited right* to refuse unsafe work due to the nature of working with a vulnerable client population. Our proposal would override the limited right to refuse thereby putting the responsibility on the Employer to provide safer working conditions through, for example, appropriate staffing levels.

This coordinated proposal is not intended to provide an exhaustive list of health and safety language. Please check your existing collective agreement to determine if there are other health and safety proposals your local wishes to table. In particular, ensure that the issues of discrimination and harassment are addressed in your collective agreement.

University of Guelph and CUPE Local 1334 Negotiations

Memorandum of Settlement March 8, 2008

27.09 The University has a zero tolerance policy towards violent behaviour in the workplace.

Workplace violence is defined as any incident in which an Employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace.

It is expected that workers will report incidents of workplace violence to their immediate supervisor (and/or, Campus Police as specific circumstance dictates) and, as necessary, file an incident report detailing the incident including any directly related damage to property. Such incidents reported to supervision will be investigated, and, as appropriate, a summary report of such investigation will be provided to the co-chairs of the central joint health and safety committee.

The parties agree that information and training with respect to workplace violence is essential in promoting a safe and security conscious work environment and will work jointly to enhance efforts in this regard.

CUPE Local 2316 / Metro Toronto Children's Aid Society

40.04 In the event that the Employee identifies a safety risk in the direct performance of his/her duties the Employee shall:

- Immediately bring the matter to the attention of his/her Supervisor or Duty Supervisor.
 - Meet with his/her Supervisor or Duty Supervisor and assess the degree of risk and develop a plan to ensure the safety of the employee while in the performance of his/her duties.
- (i) Such a plan may include, but not be limited to co-teaming with another Employee.
- (ii) Such a plan for Internal Resources may include, but not be limited to the need for additional staff.

If the plan involves co-teaming the Supervisor or Duty Supervisor will identify and direct another person to co-team with the Employee. Employees must be accompanied when a safety risk has been identified.

Safety risks may be the result of, but not limited to recent random violence in the area, recent evidence of drug dealing, evidence of active mental health concerns with the client, client with a criminal record (in the past five (5) years) for violent offences, **history of violent behaviour and/ or** threats made by a client.

Where a Supervisor or Duty Supervisor is aware that a client poses a safety risk, as defined above, the Supervisor will advise the worker of the safety risk and discuss a safety plan in accordance with this Article.

40.05 WORKPLACE AGGRESSION AND VIOLENCE

While recognizing the Society's legal responsibility to ensure that service needs are met, the Society also recognizes that the safety of its Employees is of primary importance. The Society shall initiate measures in order to reduce the potential for experiencing aggression and/or violence within the workplace.

For the purpose of this article workplace aggression and violence means the attempted, threatened or actual conduct of a client that causes or is likely to cause injury, and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that individuals are at risk of injury. Workplace aggression and violence includes the application of force, threats with or without weapons, verbal abuse and harassment.

In the event that an act of workplace aggression and/or violence as defined above occurs the following shall be considered (but not limited to) by the Director, Supervisor and Employee:

- Transfer of the file or the worker
- The need for additional staff support
- Temporary reassignment of current workload to someone not involved in the incident
- Referral and access to Peer Support or other crisis related counseling. Time spent in Peer Support will be considered time worked
- Accompaniment to the hospital and/or home

Compensation for damage, repair and/or replacement resulting from an act of workplace aggression and/or violence will be provided for items worn or carried by the Employee for reasonable costs, up to a maximum of \$1,250 upon provision of a receipt.

All incidents as defined above will be reported to the Joint Central Health and Safety Committee. The Joint Central Health and Safety Committee shall identify issues related to workplace violence and aggression and shall make recommendations regarding policy, training and/or other remedies to the Employer.

The Society recognizes that employees shall be prepared to acknowledge clients' concerns and responses and to take proactive steps accordingly to engage clients. Violence, personal intimidation or threats of violence will not be tolerated. Clients who resort to such behaviours compromise their ability, at least temporarily, to receive service on a collaborative basis from the Society. Acts of violence and/or aggression towards employees by a client or any member of the public are unacceptable and will result in corrective actions to protect employees and may include, but not be limited to, changes in service provision and the consideration of criminal charges.

Any time spent in criminal court as a result of workplace violence and/or aggression will be considered time worked.

The Society shall provide mandatory training in procedures for handling potentially violent situations.

The society agrees to provide debriefing and post-traumatic stress counseling for individuals who have been exposed to violence or aggression in the workplace (including secondary trauma and vicarious trauma).

**Collective Agreement
- Between -
River East Personal Care Home
- and -
Canadian Union of Public Employees, Local 3753**

Term of Agreement: June 12, 2005 to June 11, 2008

Article 30 – Violence in the Workplace

30.01 The Employer and the Union agrees that no form of violence against Employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.

30.02 The parties hereby agree as follows:

- a) The Employer has responsibility to provide a safe workplace and take both remedial and preventative action in violence against Employees.
- b) All incidents involving aggression or violence shall be brought to the attention of the Health and Safety Committee. The Employer agrees that the Health and Safety Committee shall concern itself with all matters related to violence against staff.
- c) Procedures for dealing with incidents of violence will be developed specifically:
 - i. responsibility of the Employer and Employee;
 - ii. who will inform the Employer;
 - iii. who will call the police;
 - iv. who will look after the medical needs of the Employee;
 - v. what reports will be made and by whom.
- d) Counselling and support will be available to help victims to recover from such incidents in cases where preventative measures have failed to prevent violent incidents.
- e) Education will be provided to the Employees so they are aware of their responsibility to intervene when residents are aggressive. An Emergency Response plan to deal with aggressive residents will be developed using an in-facility team or by contacting the police.
- f) Employees coming in contact with potentially abusive/aggressive behaviour will be trained in security or self-protection.

Collective Agreement

- Between -

The Community Social Services Employers' Association (CSSEA)

- and -

The Community Social Services Bargaining Association of Unions (CSSBA) – BC

Term of Agreement: April 1, 2006 to March 31, 2010

22.5 Workplace Violence/Aggressive Conduct

Employees who, in the course of their duties, may be exposed to violence or aggressive conduct shall receive training at the Employer's expense in recognizing and handling such episodes.

The Employer shall provide the Employee with pertinent information relative to the potential for experiencing violence, physical aggression, and/or verbal abuse within any particular workplace. The Employee shall be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate defusing, debriefing and, where deemed appropriate by a qualified medical practitioner, posttraumatic counselling for individuals who have been exposed to violence of an unusual nature, including physical assault, will be made available to Employees by qualified outside practitioners where such services are available at no cost to the Employer. Where an Employee requires time off to attend defusing or debriefing, it will be without loss of pay.

At the request of an Employee who has been exposed to violence, including physical aggression or verbal abuse, the Parties will meet as soon as possible to determine remedies up to and including transfer.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Joint Safety and Health Committee, after review of the circumstances, may request a review by the Workers' Compensation Board.

Where an Employee has experienced a critical incident related to their work responsibilities, the Employer will assist the Employee to obtain WCB counselling and such other support as may be reasonably available.

The Effective Date Of This Collective Agreement Is January 1, 2005 Or Unless Otherwise Stated.

Between:

City of Toronto

Herein called "The City"

Of the first part

- and -

The Canadian Union of Public Employees, Local Union No. 79 (Recreation Workers' Part-time Unit)

Herein called "Local 79"

Of the second part

WHEREAS Local 79 is an organization of Employees formed for purposes that include the regulation of relations between Employees and Employers; and

WHEREAS the by-laws of Local 79 as approved provide that membership in Local 79 shall be open to those Employees of the City as hereinafter set forth; and

WHEREAS the City and Local 79 have mutually agreed to enter into and execute this Collective Agreement commencing from January 1, 2005, to remain in force until and including the 31st day of December, 2008, and from year to year thereafter as hereinafter provided;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises the City and Local 79 hereby mutually covenant and agree as follows:

City of Toronto Policy Statement Appended to Collective Agreement

Human Resources Policies

Workplace Violence

Category: Health and Safety

Sub-Category: General

Policy Statement The City of Toronto is committed to working with its Employees to provide a safe work environment. The City will not tolerate any acts of violence and will take all reasonable and practical measures to prevent violence and protect Employees from acts of violence. Appropriate remedial, disciplinary, and/or legal action will be taken according to the circumstances.

Definition

For the purpose of this policy, Violence includes but is not limited to:

- Physical acts (e.g., hitting, shoving, pushing, kicking, sexual assault).
- Any threat, behaviour or action which is interpreted to carry the potential to harm or endanger the safety of others, result in an act of aggression, or destroy or damage property.
- Disruptive behaviour that is not appropriate to the work environment (e.g., yelling, swearing).

The City's Human Rights and Harassment Policy addresses workplace violence related to harassment or intimidation (e.g., behaviours that demean, embarrass, or humiliate and are known or would be expected to be unwelcome).

Responsibilities

All Employees are responsible for preventing and reporting acts of violence that threaten or perceive to threaten a safe work environment.

Management Staff of Divisions will:

- Understand and uphold the principles of this policy
- Communicate this policy and its procedures to all Employees
- Conduct workplace violence hazard assessments to determine whether the nature of the work or the work environment places, or may place, Employees at risk of violence
- Consult with Joint Health & Safety Committees (JHSC), assigned Human Resources health & safety consultants, and where appropriate, Corporate Security, in conducting hazard assessments, and develop practical steps to minimize or eliminate identified risks
- Take all reasonable and practical measures to minimize or eliminate risks identified through the hazard assessment process, workplace inspections, or the occurrence of an incident
- Conduct further hazard assessments at intervals of time appropriate to the specific conditions and circumstances of the jobs performed

- Establish a process for reporting, investigating, documenting, and debriefing incidents of violence
- Respond promptly to all reports of violence, address immediately all incidents of workplace violence, and not condone or permit any behaviour contrary to this policy. Exceptions to this must be clearly defined in the divisional procedures, describing specific behaviours that are unacceptable (e.g., unacceptable behaviours among a specific client group such as young children or clients with developmental, cognitive, or psychiatric disabilities). This exception must be communicated to staff and must not condone physical assaults against staff.
- Ensure that all known incidents of workplace violence are investigated and to the extent appropriate based on the nature of each incident and the actual or potential threat it posed to worker safety:
 - o consult with other parties (e.g., Corporate Security, Health & Safety consultants, JHSC, Employee Assistance, Human Rights office, Toronto Police Services)
 - o take all reasonable and practical measures to minimize or address risks identified by the incident
 - o document the incident, its investigation, and corrective action taken
- Take all reasonable and practical measures to protect workers, acting in good faith, who report workplace violence or act as witnesses, from reprisal or further violence
- Review hazard assessments annually, or as changes to job responsibilities or environments occur, and revise the assessment as needed
- Review annually, in conjunction with review of hazard assessments, the effectiveness of actions taken to minimize or eliminate workplace violence and make improvements to divisional procedures, as required

Human Resources Health and Safety Consultants will:

- Assist management staff to implement this policy, develop divisional procedures, and initiate the annual review the policy and procedures

Joint Health and Safety Committees will:

- Review the Workplace Violence Hazard Assessment results and provide recommendations to management to reduce or eliminate the risk of violence
- Review all reports forwarded to the JHSC regarding workplace violence and other incident reports as appropriate pertaining to incidents of workplace violence that result in personal injury or threat of personal injury, property damage, or police involvement
- Participate in the investigation of critical injuries (e.g., incidents that place life in jeopardy, result in substantial blood loss, fracture of leg or arm, etc.)
- Recommend corrective measures for the improvement of the health and safety of workers
- Respond to Employee concerns related to workplace violence and communicate these to management
- Participate in the review of the policy and guidelines for continuous improvement

In addition, JHSC may participate in the investigation of reported incidents that result in personal injury or have the potential to result in injury.

Occupational Health and Safety Coordinating Committee will:

- Review annually the effectiveness of the policy and guidelines and make changes as required by consulting with management staff and Employee representatives

All Employees will:

- Maintain a safe work environment, whenever possible
- Not engage in or ignore violent, threatening, intimidating or other disruptive behaviours

- Report promptly to their supervisor (or the appropriate alternative listed in the attached guidelines) any incident where the Employee is subjected to, witnesses, or has knowledge of workplace violence, or has reason to believe that workplace violence may occur

Reprisal	This policy prohibits reprisals against individuals, acting in good faith, who report incidents of workplace violence or act as witnesses. Management will take all reasonable and practical measures to prevent reprisals, threats of reprisal, or further violence. Reprisal is defined as any act of retaliation, either direct or indirect.
Authorities	Occupational Health and Safety Act of Ontario (R.S.O. 1990, c. 0.1) Criminal Code of Canada (1985) Ontario Human Rights Code (R.S.O. 1990, c. H.19, s. 5(1)) City of Toronto Corporate Occupational Health and Safety Policy (1999) City of Toronto Human Rights and Harassment Policy (1998)
Guidelines	Guidelines for Implementing the Workplace Violence Policy
Approved by	Occupational Health and Safety Coordinating Committee (OHSCC), October 30, 2001 Executive Management Team (EMT), February 18, 2002
Date Approved	February 18, 2002
Review Date	December 2003

Provincial Discussion Table (PDT) Agreement

- Between -

The Canadian Union of Public Employees

“CUPE”

- and -

Association des conseils scolaires des écoles publiques de l'Ontario (ACEPO)

representing French language public school boards; Association franco-ontarienne des conseils scolaires catholiques (AFOCSC) representing French language catholic school boards; Ontario Catholic School Trustees' Association (OCSTA) representing English catholic school boards; Ontario Public School Boards' Association (OPSBA) representing English public school boards

"THE BOARDS"

May 27, 2008

4. Violence in the workplace

Publicly funded education is best served when students and staff work in a safe and secure environment.

- The Parties agree to establish a Joint Task Group by December 1, 2008, with representation from the Ministry of Education, the Ministry of Labour, Education Support Workers' Unions and School Boards' Associations, to examine and report to the Parties on the issue of workplace violence in schools, including :
 - o A review of exemplary policies and procedures that deal with the prevention of violence, the management of violent situations and the support to Employees who have experienced violence;
 - o A review of the pertinent legislation;
 - o The provision of appropriate training including the recognition, prevention and control of violent situations and physical intervention techniques;
 - o The role of the Joint Health and Safety Committees.
- The Joint Task Group will develop a report which recommends effective policies and procedures to the Parties no later than December 31, 2009.
- All expenses related to the participation in the Joint Task Group will be funded by the Ministry of Education.
- All time spent by members to attend meetings of the Joint Task Group shall be treated as paid time based on a regular work day.

Compassionate Care and Personal Leave

Collective Agreement

- between -

Wilfrid Laurier University

- and -

The Canadian Union of Public Employees

Local 926

July 1, 2006 – June 30, 2009

24.08 Compassionate care

24.08.1

Employees who care for a terminally ill family member under the terms of the Employment Insurance Act and who apply and are approved for EI benefits are eligible for a supplementary employment benefit as follows: an Employee shall receive 100% of his/her Reference Salary for two weeks, and for the period up to a maximum of 6 additional weeks, the Employee shall receive an amount equal to the difference between the Employment Insurance benefits received and 95% of the Employee's reference salary.

24.08.2

To receive the supplementary employment benefit in 24.08.1, the Employee shall supply the University with proof of application to the Employment Insurance Commission, and the payment of the supplementary employment benefit shall be in accordance with 25.04.2.

Memorandum of Settlement

- Between -

The Governing Council of the University of Toronto

(Hereinafter referred to as "the University")

- and -

Canadian Union of Public Employees

On behalf of its Local 3261 (Full-Time)

(Hereinafter referred to as "the Union")

ARTICLE 22: BEREAVEMENT LEAVE

22:01 In the event of the death of a member of the immediate family or a member of his/her household or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family, an Employee will be granted, upon request, up to a maximum of **five (5) consecutive days** without loss of regular pay. An Employee may use paid personal leave, if available, to supplement the leave.

"Immediate family" shall mean: spouse through marriage, common-law spouse, same-sex partner, parent, child (including stepchild), sibling (including stepbrother, stepsister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian, or ward.

(Agreed September 16, 2008)

ARTICLE 23: PAID PERSONAL LEAVE OF ABSENCE

23:01 Commencing July 1st of each year, each member of the bargaining unit, subject to operational requirements, shall be allowed up to four (4) days paid leave of absence.

Paid personal leave of absence is intended for the conduct of legitimate personal business which cannot be scheduled outside of normal hours of work, which shall include but not be limited to:

- a) *the observance of religious holidays of their faith which fall on a **day** in which they would normally be required to work.*
- b) family emergencies;
- c) attending to legal matters;
- d) attending graduation ceremonies for spouse or children;**
- e) personal health appointments;**
- f) moving.**

Such leave of absence shall not accrue from one year to another if not used in that year.

Each application for leave of absence shall indicate the reason for the application. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance (excluding weekends and holidays). The supervisor will provide the Employee with an answer in writing within two (2) working days after receiving the written request. *Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.*

In cases of emergency, the Employee shall give the supervisor as much notice as possible. Such emergency leaves shall not be unreasonably withheld.

(Agreed September 26, 2008)

Employment Equity

CUPE 3261 – Full Time

Letter of Understanding: Employment Equity

To act on its commitment to employment equity under both the Federal Contractors Program and the University's Employment Equity Policy the University agrees to form a joint Employment Equity Advisory Committee with the Union. The Committee will be composed of two (2) representatives each of the Union and the University. The Committee's mandate shall be to make recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity within the bargaining unit. Such recommendations may include changes to policies and/or practices or the implementation of special programs. The parties may further define their mandate in the first year after the Committee has been established. Until such a committee is established the parties agree that matters related to Employment Equity may be included among agenda items discussed at the labour management meetings. During the life of the collective agreement the University will also explore with **CUPE 3261 Full-Time** and its other staff **bargaining** units the formation of a university-wide Staff Employment Equity Advisory Committee. The Committee would be responsible for making **recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity at the University. The Union agrees to** participate should the University move forward with the establishment of such a committee. Details regarding the number of representatives from each **bargaining** unit and the mandate of the committee would be determined by all of the parties during the life of the collective agreement.

Contracting Out Language

Ontario Council of Hospital Unions (OCHU)
Full-time Agreement

ARTICLE 10 - CONTRACTING OUT

10.01 - CONTRACTING OUT

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any Employees other than casual part-time Employees results from such contracting out.

10.02 - CONTRACTING OUT

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the Employees thus displaced from the hospital; and
- (2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

10.03 - CONTRACTING IN

Further to Article 9.08(d)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

Flat Wage Increases

**Memorandum of Settlement
- Between -
Community Living Manitoulin
- and -
Canadian Union of Public Employees
Its Local 2624**

1. The Parties herein agree to the terms of this Memorandum of Settlement as constituting full settlement of all matters in dispute.
2. The undersigned representative of the Parties do hereby agree to recommend complete acceptance of all of the terms of this Memorandum to their respective principals.
3. The Parties herein agree that the term of the Collective Agreement shall be April 1, 2007 to March 31, 2009.
4. The Parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on March 31, 2007 provided however, that the following attached amendments are incorporated.

Wages:

April 1, 2007 All classifications will be adjusted by \$1.40

April 1, 2008 All classifications will be adjusted by .50 cents

It is understood that the above increases will also be applied to the flat rate for the night sleep positions.

This settlement reflects all wage gap monies for 2007/2008 and 2008/2009 as announced in the letter received from the Ministry of Community and Social Services dated August 30, 2007.

It is understood that this settlement does not include Pay Equity Obligations.

Dated this 2nd of October, 2007

Flexible Hours

CUPE 1230 (full-time) and the University of Toronto Expires June 30 2008

Article 28: Flexible hours

- 28:01 The terms of reference for the Flexible Hours of Work Programme shall be contained in the Guidelines for Flexible Hours, Appendix “D”.
- 28:02 All claims for overtime under clause 26:01 and clause 26:04 shall be waived where Employees are working under the terms of the Flexible Hours of Work Programme.
- 28:03 This waiver shall not apply where authorized overtime is worked by an Employee which exceeds the scheduled hours of work under the Flexible Hours of Work Programme for the specific period by day or week. The payment shall be in accordance with the terms of clause 26:04.

Appendix D: Guidelines for flexible hours

Background

Flexible hours is a system that permits Employees to obtain a degree of personal freedom in their working hours within certain limits and always with the stipulation that the requirements of the job be fulfilled. Where it is appropriate, staff members may start and stop work at any time during the flexible period (as established by the department) at the beginning and the end of the working day. Depending on work requirements or personal preference, the Employee decides when to start and stop work each day. Staff members are required to be present when scheduled or during a “core period” (as established by the department), which represents the minimum number of hours Employees are expected to work each day. Employees must work a certain number of hours in a given period (as established by the department). Where the given period is two weeks or longer, an Employee may accumulate “credit” hours or “debit” hours, which may be carried over to the next accounting period and either used in time off (credits) or made up (debits).

The concept as a policy has been accepted by the Canadian Union of Public Employees, Local 1230, Full-Time Bargaining Unit and the University.

- (1) The work of the department must not be adversely affected.
- (2) The department must be open for service in its normal work period.
- (3) Participation by staff members is voluntary.
- (4) Staff members will normally work a 5-day week (i.e., the University is not adopting a compressed work week of four (4) or four and a half (4 1/2) days).

These provisions form the basis for the following guidelines. These guidelines will be reviewed by the Employer and the Union after one (1) year of operation.

Guidelines

1. Personnel included

All permanent full and part-time Employees may participate. New Employees in the probationary period may vary starting and stopping times, subject to training requirements, but must work the standard number of hours per day without accumulating credit time or debit time. Casual Employees are excluded. Those staff who choose not to participate will work standard hours.

2. Core time

Each Employee must be present at the Employee's position during the established core period, or when assigned by schedule in individual areas.

3. Accounting time

A 4-week accounting period will be used. Since standard hours of work are seven and one quarter (7¹/₄) hours per day (six and three-quarters (6³/₄) hours in July and August), five (5) days per week, the total number of hours worked in one accounting period will be one hundred and forty-five (145) hours (one hundred and thirty-five (135) hours in July and August). Public service departments will follow established arrangements for nights and weekends.

4. Recording time

Hours of work must be recorded. This is done by the use of time-recording equipment or a manually kept record.

5. Meal break

This may not be less than thirty (30) minutes. It may be as long as two (2) hours, depending on the demands of work to be done. Time needed in excess of this will be at the discretion of the supervisor.

6. Rest periods

The policy in force is as follows:

Collective Agreement - *"All Employees shall be entitled to a fifteen (15) minute rest period both in the first half and second half of the shift."*

7. Credits and debits

These are calculated at the end of the accounting period when the number of hours worked varies from the required number of hours to be worked. No one can have a credit of more than fifteen (15) hours, or a debit of more than ten (10) hours, at the end of a given accounting period. Credit hours in excess of 15 hours will be forfeit. Debit hours in excess of ten (10) hours for two (2) consecutive accounting periods will be considered as absence without pay. If a debit in excess of ten (10) hours continues for a third consecutive accounting period, the person should be removed from the privilege of

flexible hours. Credit hours being used in less than half-day or full-day units may not be taken during core hours or when assigned by schedule except by prior arrangement with one's supervisor. Credit can be used during the following accounting period by:

- (a) Working shorter daily hours outside of the core or scheduled periods, having informed one's supervisor.
- (b) Taking time off with the approval of the supervisor, i.e., half-days or a whole day.

8. Length of working day for purposes of earning credit time

When an Employee wishes to accumulate credit time, depending on the nature of the work, the Employee should work only as long as the Employee can work effectively. Ideally, this should not exceed eight (8) hours, but it is recognized that some circumstances may allow longer periods of work without impairing effectiveness.

9. Overtime

The policy in force is:

Collective Agreement - Summarized: *Authorized overtime shall be paid at the rate of time and one-half the regular rate of wages. Authorized overtime on Sundays shall be paid at the rate of two (2) times the regular rate. An Employee may not claim overtime pay for hours worked voluntarily in excess of the required number of hours.*

10. Vacation, sickness, paid personal leave

Time away from work for these categories will be considered as hours worked (i.e., seven and one-quarter (7¹/₄) hours per day; six and three-quarters (6³/₄) hours in July and August), and must be reported according to standard procedures so that credit may be obtained. Illness of less than a day will be credited on the basis of the length of the standard working day (e.g., an Employee starting work at 9:30 a.m. and going home at 1:00 p.m. will be credited with a further three and three-quarters (3³/₄) hours to total seven and one-quarter (7¹/₄) hours; three and one-quarter (3¹/₄) hours to total six and three-quarters (6³/₄) in July and August). All Employees should notify supervisors of unplanned absences in accordance with Article 22:03 of the Collective Agreement.

11. Absence without pay

The present policies applicable to leave of absence without pay will apply. Such time must be recorded as hours worked so that the Employee does not accumulate debits for an approved leave of absence.

12. Work outside the usual working area

If an Employee is working in the usual area for only part of the day, normal procedures for recording hours must be observed. Credit for the remaining time will be agreed on with the immediate supervisor. Where there is no attendance at all in the usual area, a claim for credit will be made.

13. Responsibility for compiling balance sheets

Balance sheets are compiled within the individual departments by the person responsible for keeping Human Resources records.

14. Terminating or transferring employees

Terminating Employees must balance any debit or credit hours before leaving. Any credit not taken will be forfeited. Any debit will be deducted from the Employee's final pay. Wherever possible, transferring Employees are to balance their debit/credit hours before moving to a new department.

15. Misuse of flexible hours

If misuse is persistent, the Employee will be denied the privilege of flexible hours, after suitable warnings have been issued.

CUPE 2296 and the Children's Aid Society of Thunder Bay Expires March 31 2008

RE: Hours of work variations

1. Notwithstanding Clause 18.01(a)(4), the parties agree that appropriate Unit Supervisors may schedule, and assign to Employees within that Unit, individual starting and finishing times (variations) which deviate from the normal starting and finishing times in Clause 18.01(a)(1) in accordance with the following guidelines (provided however that such scheduling and resulting work assignment shall not be utilized to cover emergencies or spontaneous unplanned activities).
2. Purpose: The Supervisor may schedule one (1) evening per week for the following purposes: Foster Home and Adoption Home studies; Foster Home and Adoption Training and Orientation; Child Protection Assessments; Court-ordered Supervision; Group Meetings; Life Skills Training; Independence Planning; Client Medical and Dental appointments; Biological Family Visits; Foster Parent Support Groups; Month-end Financial Duties, Public Presentations.
3. For part-time Employees, the Society will give consideration to pro-rating Flex-Time expectations.
4. Advance Notice of Scheduling: Affected Employees will be given reasonable advance notice of such scheduling, and the Society shall only schedule variations for activities which cannot be practicably scheduled during normal hours of work as per Clause 18.01 (a)(1).
5. Such work which is scheduled in accordance with these guidelines shall be considered to be the normal starting and finishing times as referred to in Clause 18.01(a)(1).
6. When daily/weekly Flex Time results in an Employee working in excess of six and three-quarter (6 $\frac{3}{4}$) hours in a day (exclusive of lunch period) or in excess of thirty-three and three-quarter 33 $\frac{3}{4}$ hours per week (exclusive of lunch periods) such hours will be taken by the Employee as lieu time off on a straight-time basis at an agreed upon time in consultation with the Supervisor within a sixty (60) calendar day period commencing with the time such Flex Time was worked. The

maximum accumulation of such lieu time off at any time shall not exceed the equivalent of five (5) full working days. This accumulation to be pro-rated for regular part-time and job-share Employees.

7. Such scheduled variations will be equitably distributed among the Employees within the affected Unit performing the same type of work.
8. Any such accumulated lieu time off must be used by the Employee while employed and will not be paid out if there are any outstanding lieu days off not yet taken at the time of resignation.
9. The parties agree that the general issue of Flex Time and its application in particular Units is a proper subject for discussion by the Labour-Management Committee.
10. Upon mutual agreement between the Supervisor and an Employee, the Supervisor may schedule the Employee in excess of one (1) evening per week for the purposes outlined in paragraph 2 above.

CUPE Local 416 and the Toronto Public Library Board

19.11 Variable work hours

(a) To whom offered/exceptions

Notwithstanding any provisions of this Agreement, variable hours will be offered to full-time Employees in all locations except Sunnybrook, City Hall, Adult Literacy, or where job Knowledge or expertise exists in a limited number of positions and must be regularly available for hours of operation.

(b) 9-day fortnight – definition and guidelines

(i) Definitions

The “9-day fortnight” – nine (9) working days, totaling seventy (70) hours, instead of ten (10) seven (7)-hour days over two (2) weeks. The “8/9-day fortnight” – eight (8) or nine (9) working days, instead of ten (10) seven (7)-hour days over two (2) weeks.

(ii) Parameters

Five (5) or six (6)-day (35 hours or more) branches, Service Planning and Support, and Support Departments (Administration, Development, marketing and Communications) (63/7)

- 9 days scheduled at 7 hours
- 63/7 = 63 fixed schedule/7 flexible hours
- 7 hours to be added to schedule by Employee *
- standard 2-week repeating schedule for 12 months
- maximum work day of 10.5 hours.

Bibliographic services: 8/9-day fortnight (42/28)

- 6 days scheduled at 7 hours
- 42/28 = 42 fixed schedule/28 flexible hours
- 28 hours to be added to schedule by Employee *
- standard 2-week repeating schedule for 12 months
- maximum work day of 10.5 hours.

**where hours chosen conflict with operational and service requirements, seniority applies*

(iii) Guidelines for implementation of variable schedules

- Participation of individuals is voluntary.
- Essential service points must be covered at all times.
- The branch/department must have adequate staffing during public and business hours. During peak periods, all essential service points must be covered.
- Schedules must be arranged and posted at least two (2) weeks in advance.
- Staff will be required to commit to participation in a 9-day fortnight for at least a period of twelve (12) months with a standard repeating two (2)-week schedule. Staff may opt out of the 9-day fortnight and 8/9-day fortnight with four (4) weeks' advance notice.
- Coffee breaks must be part of work schedule and cannot be accumulated to reduce working time.
- An Employee shall have the option of working one-half (½)-hour lunches and crediting one-half (½) hour to her flexible hours.
- Attendance recording must be reported in hours and half hours.
- Overtime shall be paid for all hours worked beyond the Employee's scheduled hours and for all hours beyond seventy (70) hours in a two (2)-week pay period.
- Designated holidays shall be credited at seven (7) hours and an Employee's schedule may be adjusted accordingly over the two (2)-week period.
- Within staffing level requirements all choice of scheduled days, flex days and additional flex hours shall be by seniority within the work location or department.
- The work of the system and the department must not be adversely affected.
- Operational requirements may preclude the implementation of a 9-day fortnight in some locations (these exceptions shall be restricted to the locations listed in Article 19.11).

(c) Toronto Reference Library guidelines for flextime

1. Locations

Full-time Employees from TRL (including Urban Affairs) are eligible.

2. Accounting period

A two (2)-week seventy (70)-hour accounting period will be used for the flexible working hours system.

3. Working hours and recording time

Except for approved absences, Employees shall work no fewer than four (4) hours in a day and shall work no more than nine (9) hours. Employees shall work no fewer than twenty-eight (28) hours and no more than forty (40) hours in any given week. The recording of hours worked each day will be the responsibility of each Employee. This is to be done with the use of Flextime accumulating equipment. The times to be recorded are those when an Employee starts work, goes on a meal period, returns from that meal period, finishes the work day and when the Employee leaves work for personal and business appointments. Essential time may be traded provided no overtime is paid.

4. Essential time

Essential time is that time in a day when an Employee is required to be present at work. Examples of duties performed during essential time are desk duty, back-up, phone coverage, meetings, project deadlines, training and other departmental needs. Under normal circumstances, essential time may be a minimum of four (4) hours and a maximum of seven (7) hours a day, with up to fifty to fifty-eight (50-58) hours' essential time scheduled in the accounting period. Where departmental schedules permit, an Employee may request days in which no essential time is scheduled. Both daily essential time and essential time for the accounting period may be increased when based on management's evaluation of department needs, on vacations, absences, training and emergencies.

5. Duration of non-essential work period

A non-essential work period shall be no less than one and one-half (1½) hours.

6. Scheduling of non-essential time

One (1) week in advance of each accounting period non-essential time will be scheduled by each Employee, and submitted to the Employee's departmental scheduler and/or manager.

7. Non-essential day

A non-essential day is a work day, scheduled in advance, in which an Employee is not assigned essential time, but must work a minimum of four (4) hours and not exceed a maximum of nine (9) hours. An Employee may request to have this flex day changed to a scheduled work day.

8. Flex day

A flex day is a day which otherwise would be considered a work day, scheduled in advance, in which an Employee is not expected to be at work. An Employee may request to have this flex day changed to a scheduled work day.

9. Credits

Employees may accumulate a credit (surplus in hours worked) at the end of the accounting period. Up to ten (10) credit hours may be carried forward indefinitely. Credit hours shall not exceed ten (10) hours. If Employees wish to use their credit hours when that use infringes on essential time, prior approval of the Department Head/Manager is required.

10. Debits

Employees may carry forward up to ten (10) debit hours in an accounting period. Debit hours in excess of ten (10) will be reported to the Department Head/Manager, and if not cleared within the succeeding accounting period, will be automatically deducted from the Employee's paycheque, at the regular rate of pay, on the next appropriate payroll date. All debit hours must be cleared annually by November 30th or the hours will be deducted from the Employee's paycheque, at the regular rate of pay. Debit hours are not interchangeable with leaves of approved absences.

11. Meal period

Employees may not work longer than five (5) hours continuously without a minimum thirty (30)-minute meal break. A longer meal period may be taken, i.e. longer than two (2) hours, but it may not infringe on essential time.

12. Breaks

A fifteen (15)-minute break is to be taken, one (1) in the time preceding the meal period and one (1) in the time following the meal period. Breaks may not be combined, or used to extend the meal period or to alter the starting and finishing times.

13. Overtime

Overtime is the time in excess of seven (7) hours in a day or seventy (70) hours in an accounting period, when the assignment of essential time is such that the Employee must work longer than seven (7) hours in that day or seventy (70) hours in that accounting period. Overtime is hours worked on Sunday. Overtime is not part of the flexible working hours system. It should be recorded on the appropriate forms in the Employee's department, rather than on the Flextime accumulating equipment.

14. Vacation, personal leave and other approved absences

Employees absent for these reasons will be credited seven (7) hours for a full day or three and one-half (3½) hours for a half day. If, on account of these reasons, the time earned during the accounting period exceeds seventy (70) hours, overtime will not be paid for these hours.

15. Sickness

If an Employee is sick a full or a partial day, that day will be calculated as a seven (7)-hour day. This applies whether the illness occurs before or after the hours actually worked. An Employee must call in sick as soon as possible on a sick day whether they are scheduled or not scheduled for essential time. Sick time will not be granted after the occurrence. If an Employee does not work on a day scheduled for essential or non-essential time because of illness, seven (7) hours will be added to her Flextime record and one (1) day will be deducted from her sick pay credit. If an Employee works more than three and one-half (3½) hours, the difference between seven (7) hours and the time worked that day will be added to her Flextime record and no time will be deducted from her sick pay credit. If an Employee works less than three and one-half (3½) hours, the difference between seven (7) hours and the time worked that day will be added to her Flextime record and one half (½) day will be deducted from her sick pay credit. If, on

account of illness, the time earned during the accounting period exceeds seventy (70) hours, overtime will not be paid for these hours. If sick leave credits have been exhausted, an Employee may not use her Flextime credits in place of sick leave credits.

16. Continuation of current practice

The current practice under the 30-minute contiguous nonessential time, Section 5 (Duration of non-essential work period) and for the use of credits, Section 14 (Vacation, personal leave and other approved absences) and Section 15 (Sickness) will continue.

17. Termination

Prior to terminating employment, Employees should balance any debit or credit hours. Outstanding credits will be paid at the current regular rate of pay. Outstanding debits will be deducted from the Employee's last paycheque at the current regular rate of pay.

Dispute resolution mechanism

Subject to #7 below, any dispute arising out of the scheduling and shift selection process in Article 19.06 may be submitted to alternate dispute resolution process mechanism, which shall function as follows:

1. The Employee may request alternate dispute resolution within three (3) weeks of the posting of the master shift schedule. Disputes will be heard by the appropriate Director or designate. In the event that the matter is not resolved to the satisfaction of the parties it may be sent to mediation/arbitration as described in #2 to #7 below.
2. The parties will agree on a panel of dispute resolution experts who shall be independent from the Board and the Union.
3. Within twenty-one (21) days of the filing of a complaint by an Employee, one (1) panel member will at the request of the parties convene a meeting of the parties and the complainant to hear the submissions of the parties. This meeting is a non-legal process.
4. Immediately following the presentation of the parties' submissions the dispute resolution expert shall have the option of meeting with the parties separately or together to mediate a settlement. In the event that a settlement is not reached the dispute resolution expert shall render a decision.
5. The decision of the expert shall be made within three (3) days of the hearing and shall be final and binding on all parties to the complaint. Such ruling shall be without precedent and prejudice to either party outside this forum.
6. Each party will share equally the cost of the services of the dispute resolution expert.
7. The foregoing mechanism does not preclude the parties resolving such complaints through normally recognized labour relations practices.

Maternity Leave Top-Up

Collective Agreement

- Between -

**The Corporation of Loyalist Township
(Hereinafter called the "Employer")
OF THE FIRST PART**

- and -

**Canadian Union of Public Employees
AND ITS LOCAL 2150
(Hereinafter called the "Union")
OF THE SECOND PART**

January 1, 2006 – a December 31, 2008

21.05 – Pregnancy and parental leave

All references to Pregnancy and Parental Leave are governed by the definitions, eligibility periods, qualifying periods and entitlements referred to in the Employment Standards Act, R.S.O., 2000, Chapter 41.

Employees who qualify for maternity benefits under the Employment Insurance Act shall be eligible for a supplementary maternity benefit for a maximum of fifteen (15) weeks equal to the difference between benefits payable under the Employment Insurance Act and ninety-three percent (93%) of the Employee's regular pay.

Employees who qualify for Pregnancy Leave (pregnant Employees, up to seventeen (17) weeks' leave) in accordance with the Employment Standards Act must comply with the notice requirements specified in the Act with respect to starting a Pregnancy Leave period (two (2) weeks' written notice before starting the leave period, unless unable to do so under the circumstances), ending a Pregnancy Leave period if other than seventeen (17) weeks from the date of starting Pregnancy Leave (two (2) weeks' written notice before return to work or resignation).

Employees who qualify for Parental benefits under the Employment Insurance Act shall be eligible for a supplementary parental benefit for a maximum of up to thirty-five (35) weeks' leave or thirty-seven (37) weeks if the Employee has not taken Pregnancy Leave, equal to the difference between benefits payable under the Employment Insurance Act and ninety-three percent (93%) of the Employee's regular pay.

Employees who qualify for Parental Leave (either parent, up to thirty-five (35) weeks' leave or thirty-seven (37) weeks if the Employee has not taken Pregnancy Leave) in accordance with the Employment Standards Act must comply with the notice

requirements specified in the Ant with respect to starting a Parental Leave period (two (2) weeks' written notice before starting the leave period, unless unable to do so under the circumstances), ending a

Parental Leave period if other than thirty-seven (37) weeks (or thirty-five (35) weeks in case of an Employee who has used Pregnancy Leave) from the date of starting Parental Leave (two (2) weeks' written notice before return to work or resignation).

In accordance with the Employment Standards Act, Employees on pregnancy and/or parental leaves have the right:

- to return to the same or a comparable job upon return to work, being paid at least as much as he/she was earning before the leave;
- to continue in benefit plans paid by the Employer; and
- to earn vacation credits and seniority while on leave.

Workload Management

Collective Agreement

Between:

**The Catholic Children's Aid Society of Hamilton
(hereinafter referred to as the "Society")**

and

**The Canadian Union of Public Employees
AND ITS LOCAL 1797**

(hereinafter referred to as the "Union")

Term of Agreement: April 1, 2007 – March 31, 2010

SCHEDULE D - WORKLOAD MANAGEMENT SYSTEM AND SECONDARY POSITIONS TO SUPPORT SERVICE DELIVERY

a) Workload Management System Purpose

The Society is committed to introduce a "Workload Management System", the purpose of which is to guide staffing decisions (particularly hiring), to insure that reasonable and equitable workload assignments exist for all Employees and through a process of case assignment, workload review and emergency workload planning, effectively manage the work of the Society.

Introduction

The ultimate responsibility for workload management rests with the Society, as Employer. It is also recognized that individual Employees and their Union have a significant role to play in creating a work environment that not only acknowledges the Society's Employer obligations but also its responsibilities to provide mandated services.

The parties agree that there are limits to the capacity of all Employees and commit to the requirements and spirit of this article. The responsibilities for data collection, analysis and problem solving will be shared to the extent possible, in search of optimum solutions in the complex area of workload management.

Creation of Workload Ranges

Wherever possible, the Society will establish "Workload Ranges" for classes of Employees that are manageable, taking into account the circumstances at the time the Ranges are established. These may be revised from time to time, upon the request of either Union or Management and such revisions will be subject to the approval of both parties.

Definition of "Workload Range"

Workload Ranges indicate the ideal range of units of service that will be carried by individual Employees and by their aggregation, the Service or Operational Units to which they are assigned. In the case of part-time Employees, their range will be prorated by the percentage of a full workweek that the Employee would normally work.

Under normal circumstances, Employees carrying less than the minimum may be assigned more units and those at or exceeding the maximum, will not be assigned more units until their workload falls below the maximum.

In the case of new Employees or others placed on reduced duties for health or other appropriate reasons in the opinion of the Employer, a reduction in the Range minimum may be established by the Employee's supervisor, subject to the approval of a senior manager.

Where Employees carry a "mixed caseload", a Range reflective of the Employee's mix of cases will be determined by the Employee's supervisor.

Current Workload Ranges

As of September 1, 2001, the following ranges will be in force for full time Employees:

	Range	Average Cases per worker used to trigger hiring
Intake Services	11 - 15	13
Family Services	15 – 21	18
Children's Services	17 – 23	20

6. Caseload Assessment Process

Where an Employee's workload approaches or exceeds the Range Maximum the following "Workload Assessment Process" will be initiated. Together with the Employee, the Supervisor will conduct an assessment of the Employee's workload in order to determine whether the individual's caseload exceeds or is likely to exceed their Workload Range. This may also include a consideration of exceptional workload incurred through temporary coverage responsibilities.

If the Supervisor concludes that the Employee's caseload exceeds the Range Maximum, the Supervisor will initiate steps in response, including but not limited to the following:

- a) where the Range Maximum has been exceeded, no further cases will be assigned until caseload has fallen below the Maximum, and
- b) other duties which can reasonably be redirected, will be identified and the Supervisor will make such arrangements as soon as possible.

If the Employee's caseload is approaching the Range Maximum, the Supervisor will assess the capacity for new cases among other Unit Employees and consider assignment to others before assignment to the individual whose workload is being reviewed. Where additional assignments are likely, consideration will be given to redirection of other duties to other Unit Employees. In this case, the Supervisor will assess the appropriateness of such options, in case additional case assignments are unavoidable.

Employee Initiated Workload Review

Employees can initiate a workload review if they feel their workload has increased to an unmanageable level, even if their case numbers fall within the applicable Workload Range. This can be initiated by written request to the Employee's supervisor in which the Employee should also indicate the factors which he or she feels are contributing significantly to workload pressures.

The review will consider the same factors to be considered under a Supervisor initiated workload review. Where convinced that the Employee has reached the maximum workload or beyond, that could reasonably be considered under the circumstances, the Supervisor will respond as if the Employee had actually reached or exceeded the Range Maximum. Where the Supervisor is not so convinced, arrangements will be made for frequent monitoring of the Employee's workload, until the Employee feels their workload situation has improved to their satisfaction.

An Employee who is not satisfied with the Supervisor's response, may request a meeting with their Supervisor and a Senior Manager to review their concerns further. Such a request must be in writing to the Supervisor and the meeting will be held within 5 working days, except by mutual agreement. The Employee will be entitled to have a Union representative attend the meeting also. Where the Employee is not satisfied with the planned efforts to manage their workload concerns, they are entitled to file a grievance in accordance with the provisions of this Collective Agreement.

8. Unit Workload Assessment

Supervisors will monitor, with the support of their staff, the capacity of the Unit to absorb additional cases. As Employees within the Unit reach workload maximums, the Supervisor will identify which Employees are able to receive additional cases. Where all Employees are "at Maximum", in the opinion of the Supervisor, this will be brought to the attention of a Senior Manager for the purpose of diverting subsequent cases to other Units in a position to absorb them. This status will also result in consideration by the Society's Management Team, of the need for additional staffing in the Unit based on current overall Unit workload or possible transfer of cases to other Units, which are below maximum capacity.

9. Emergency Workload Plan

Where multiple Units are "at Maximum", the Executive Director may initiate an Emergency Workload Plan upon 24 hours notice to the Union. The initial plan will cover a maximum period of 30 days and will be reviewed with the Union within 5 working days of the initiation of the plan. A copy of the plan will be posted for the information of all Employees.

The plan may include the temporary suspension of Workload Range Maximums where unavoidable and other temporary measures necessary under the circumstances. The plan will include sufficient detail with respect to efforts to be undertaken to increase staffing or to reduce workload elements or relax workload related requirements, satisfactory to the Union.

Where necessary, the Emergency Workload Plan can be extended for no more than 30 days at a time, until the workload crisis has abated. At the time of extension, a revised Plan will be filed with the Union and posted for the information of all Employees. Where the Union is not satisfied that the action taken meets the requirements of this section, they may initiate a policy grievance as provided by this Collective Agreement.

**Collective Agreement
Between
Catholic Children's Aid Society of Toronto
And
CUPE Local 2190
April 1, 2007 – March 31, 2010**

28: Workload Management (Formerly Article 27)

28.01 The Society and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff and recognizes the inherent worth and dignity of every Employee. The Society recognizes that the issue of workload is of serious concern to bargaining unit Employees. Further, the Society recognizes its responsibility to provide services through Employees in accordance with the Child and Family Services Act and to conform to current Ministry standards. It is also the responsibility of the Society to establish and maintain an effective infrastructure to facilitate the Employee's achievement of all standards.

28.02 The Society and the Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis with the goal of equitable and reasonable distribution of workload. The Society acknowledges the important role that the Union plays on behalf of its membership in participating in that ongoing review.

28.03 The Society undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands. These methods may include, but will not be limited to the following:

1. Assign cases based on equitable distribution of workload, the needs of the branch, the individual skill level and experience, current workload and anticipated workload fluctuations. This may involve the Branch Management Team's knowledge of the following factors:
 - number of cases before the court
 - number of designated high risk cases
 - number of supervised access visits
 - amount of required driving time
 - linguistic skills
 - team coverage
 - leaves of absence, including vacation and prolonged illnesses
 - complexity of cases
 - committee work/field instruction expectations
 - introduction of new technology and systems
 - coaching and mentoring new staff
 - worker's attendance at training
 - part-time education leave

- work pursuant to the Collective Agreement
 - participation on the Peer Support Team
 - additional administrative duties
2. Ensure regular ongoing supervision.
 3. Afford Employees vacating positions reasonable opportunity to complete any documentation requirements prior to their last day of work.
 4. Ensure workload reviews with each service team every other month, analyzing the distribution and volume of workload.
 5. The Society will ensure that Employees know what is expected of them by:
 - providing ongoing performance feedback through regular supervision;
 - identifying developmental objectives through the annual performance evaluation process.
 6. Subject to Article **15.03 b)** vacancies will be filled as quickly as possible dependent on the availability of qualified and suitable candidates.
 7. Supervisors shall be responsible for ensuring that there is coverage for (including, but not limited to): access visits, recordings, client visits, plan of care meetings, court appearances, required high risk visits, back up days, etc., during worker absences.

28.04 In order to meet service needs and legislative requirements, Employees shall make every reasonable effort to keep their case related documentation up to date at all times, within the time frames specified within the CFSA, regulations and ministry standards.

28.05 The Society and the Union recognize their shared commitment for the delivery of quality service to children, youth and families. Further, it is the mutual responsibility of the Employee and the Supervisor to ensure compliance with Ministry standards with respect to case documentation. Without limiting the generality of the foregoing, the supervisor shall provide an opportunity for the worker to complete case documentation in those cases where the demands and the requirements of other aspects of the Employee's job would impede the Employee's ability to complete the case documentation in a timely manner as prescribed. **Said opportunity shall not create prolonged or unreasonable workload increases for coworkers.**

28.06 The Society further agrees to provide time management flexibility so that individual teams (which include the supervisors) can determine how to most effectively manage coverage for one another when team members upon request, choose to utilize their approved "**protected case documentation day(s)**" per month. **Such**

documentation day(s) shall be prescheduled on a monthly basis in a team meeting subject to Supervisory approval and service needs.

28.07 The Society and the Union agree to review workload issues by each of the following means:

1. Discussions of workload issues will be a standing agenda item at each meeting of the Union/Management Executive as per Article 7.01 and/or Union/HRS Meetings.
2. Where either party identifies an issue that impacts on workload requiring a broader discussion and review, either of the parties can request that an ad hoc Joint Workload Committee shall be struck as follows:

Joint Workload Committee:

- a) The purpose of the Joint Workload Committee is to make recommendations to the Senior Leadership Team on ways and means to address said workload issue(s) related to front line Employees. The Senior Leadership Team will provide a formal response within forty-five (45) working days to the Workload Committee's recommendations. Should a recommendation made to the Senior Leadership Team not be implemented, the reasons for that decision will be provided to the Joint Workload Committee, and the Workload Committee will revisit the issues that led to the recommendation.
- b) The Joint Workload Committee will be comprised of three (3) elected representatives from CUPE Local 2190 and up to three (3) representatives from the Society's Management. The Committee shall be chaired by a management or union representative on an alternating basis.
- c) Time spent attending to the business of the Committee shall be considered time worked. Such business and associated time worked shall be recommended by the Committee and authorized by Human Resource Services.

28.08 The Society shall forward to the Union on a monthly basis case assignment statistics detailing each case carrying worker (based upon the Full-Time Equivalent (FTE) status of the position); probation status and the number of cases assigned by type (i.e. investigation/ongoing/children-in-care).

Parental and Primary Caregiver Leave

Memorandum of Settlement

- Between -

The Governing Council of the University of Toronto

(hereinafter referred to as "the University")

- and -

Canadian Union of Public Employees

On behalf of its Local 3261 (Full-Time)

(hereinafter referred to as "the Union")

ARTICLE 17: LEAVES OF ABSENCE

Parental Leave

17:03

(a) An Employee who is a parent of a child and who has been employed with the University for at least thirteen (13) weeks is entitled to an unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave as follows:

- i) up to thirty-five (35) weeks of parental leave for birth mothers;
- ii) up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents, and same-sex partners.

(b) For Employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother. For other parents, parental leave must commence with fifty-two (52) weeks after the birth or after the child first comes into the custody care, and control of a parent. This provision is not available to Employees who have taken Primary Caregiver Leave.

(c) For **Employees with one (1) year of service or more the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next eight (8) weeks, will pay the difference between Employment Insurance Benefits and ninety-five (95) percent of salary, provided that the Employee applies for and receives Employment Insurance benefits.**

(d) An Employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If he/she does not specify when the leave will end, it will be assumed that he/she wishes to take the maximum leave.

- (e) An Employee who has given notice to begin parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.
- (f) If *the* Employee *stops* work *because the* child *has* arrived earlier *than* expected, *the* Employee *has* two (2) weeks from that date to give the University written notice of his/her intent to take the parental leave.
- (g) If an Employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she must give the University four (4) weeks' written notice of the date on which he/she intends to return.
- (h) If an Employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the Employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (i) *Seniority, vacation, benefits, and pensionable service continue* during an Employee's parental *leave*, provided *the* Employee fulfills *any requirements for said* continuation.

Primary Caregiver Leave

17:04

- (a) Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility *for the care of a child* during the thirty-seven (37) weeks immediately following:
- i) the birth of a child, or
 - ii) the coming of a child into the custody, care, and control of a parent for the first time.

Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an Employee who will have completed thirteen (13) weeks of service prior to the date of application.

- (b) An Employee making such an application must confirm in writing that the Employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g., for a father or same-sex parent, because the mother is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.

(d) For Employees with one (1) year of service or more the University will pay ninety-five **(95)** percent *of salary* during the two (2) week waiting period for Employment Insurance benefits, and, for the next **eleven (11) weeks**, will pay the difference between Employment Insurance benefits and ninety-five (95) percent *of salary*, provided that the Employee applies for and receives *Employment* Insurance benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.

(e) In the case of an Employee on a sessional appointment or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session or defined term.

(f) Seniority, vacation, benefits, and pensionable service continue during an Employee's Primary Caregiver Leave, provided the Employee fulfills any requirements for said continuation.

No Discrimination

Memorandum of Settlement

- Between -

The Governing Council of the University of Toronto

(hereinafter referred to as "the University")

- and -

Canadian Union of Public Employees

On behalf of its Local 3261 (Full-Time)

(hereinafter referred to as "the Union")

ARTICLE 4: NO DISCRIMINATION

4:01 (a) The University and the Union agree to uphold the Human Rights Code and will not under any circumstances permit employment practices and procedures in contravention of it.

(b) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, **people** with disabilities and **people** who because of their race, colour, sexual **orientation or gender** orientation **have been traditionally disadvantaged in Canada.**

(agreed September 26, 2008)

ARTICLE 4: NO DISCRIMINATION

4:01 The University and the Union agree to uphold the Human Rights Code and will not under any circumstances permit employment practices and procedures in contravention of it.

The Employer and the Union shall not discriminate against an Employee because of membership or activity in the Union, or the exercise of his/her lawful rights, or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital status, religion, nationality, Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, AIDS-related complex (ARC), positive Human Immune Deficiency Virus (HIV) test, ancestry or place of origin, political affiliation or belief, record of offences unless the Employee's record of offences is a reasonable and *bona fide* qualification because of the nature of employment, sexual orientation, sexual minority, place of residence, physical handicap or disability, providing that such handicap or disability does not clearly prevent the carrying out of the required duties. Any person covered by this Agreement who feels that he/she has suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

NOTE: new language proposed at 4:03, current 4:02 (Sexual Harassment) renumbered to 4:04

4:05 Sexual Harassment Grievance

An Employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under the University's Sexual Harassment Policy:

An Employee who elects to file a grievance under the collective agreement shall, if he or she wishes, have access to the mediation process in the University's Sexual Harassment Policy prior to Step 1 of the grievance procedure and may be accompanied by a Union representative during the process, if he/she chooses. An Employee may withdraw from the mediation process at any time and resume the grievance process. Where the person normally hearing the grievance is the alleged harasser, the grievance shall be automatically forwarded to the next step in the grievance procedure.

Employees electing to proceed with a complaint under the University's Sexual Harassment Policy shall have the right to be accompanied by a Union representative at any stage of the process.

The time limit for filing a complaint under the University's Sexual Harassment Policy or a grievance alleging sexual harassment under this collective agreement shall be no longer than six (6) months after the occurrence of the matter which is the subject of the complaint/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.

The provisions of this clause may not be utilized by an Employee where the subject matter of the complaint is or has been or becomes the subject of a complaint to the Human Rights Commission under the *Human Rights Code*.

(agreed September 16, 2008)

Pay Equity

Memorandum of Agreement

- between -

City of Peterborough – Peterborough Public Library

- and -

Canadian Union of Public Employees and its Local 1833

1. This Agreement reflects the commitment of the parties to ensure the maintenance of the agreed Pay Equity Plan and the implementation of maintenance payments that are owing to employees in the following Job Classes: Clerical Supervisor, Librarian II and Librarian III.
2. The Parties agree that the comparator position for the Clerical Supervisor Job Class is Planner – Urban Design (NU Group, Job Class 3), as it existed in 1998. In effect, the position is “ghosted” as a comparator for the Clerical Supervisor Job Class so that any changes with the exception of normal wage increases being applied, from the original or “ghosted” position to the current or subsequent position of Planner – Urban Design will not affect the Library Pay Equity Plan.
3. The Parties further agree that the appropriate wage comparator for the existing Clerical Supervisor job class shall continue to remain that of the Non-Union Group Job Class 3.
4. The Parties agree that the comparator position for the Librarian II Job Class is Subdivision & Development Engineer (NU Group, Job Class 3), as it existed in 1998. In effect, the position is “ghosted” as a comparator for the Librarian II Job Class so that any changes with the exception of normal wage increases being applied, from the original or “ghosted” position to the current or subsequent position of Subdivision & Development Engineer will not affect the Library Pay Equity Plan.
5. The Parties further agree that the appropriate wage comparator for the existing Librarian II job class shall continue to remain that of the Non-Union Group Job Class 3.
6. The Parties agree that the comparator position for the Librarian III Job Class is Parks Foreman (NU Group, Job Class 4), as it existed in 1998. In effect, the position is “ghosted” as a comparator for the Librarian III Job Class so that any changes with the exception of normal wage increases being applied, from the original or “ghosted” position to the current or subsequent position of Parks Foreman will not affect the Library Pay Equity Plan.

7. The Parties further agree that the appropriate wage comparator for the existing Librarian III Job Class shall continue to remain that of the Non-Union Group Job Class 4.
8. The Parties agree that the attached schedules (Schedule A: Pay Equity Maintenance Adjustments (hourly rates) and Schedule B: Individual Pay Equity Adjustments) reflect all the Pay Equity maintenance payments that are owing up to and including December 31st, 2008 to the above three (3) Job Classes; Clerical Supervisor, Librarian II and Librarian III.
9. The Parties agree to meet and set out a schedule to continue the process of Pay Equity Maintenance. In accordance with Article 29.03 of the Collective Agreement, if there has been a significant change in a position, a revised job description will be presented to the Joint Job Evaluation Committee for rating and any resulting changes will be reviewed for pay equity maintenance.
10. The Corporation agrees to implement the payments owing upon signing of this agreement.

Secure Jobs

Provincial Discussion Table (PDT) Agreement

- between -

Canadian Union of Public Employees

“CUPE”

- and -

Association des conseils scolaires des écoles publiques de l’Ontario (ACEPO) representing French language public school boards; Association franco-ontarienne des conseils scolaires catholiques (AFOCSC) representing French language catholic school boards; Ontario Catholic School Trustees’ Association (OCSTA) representing English catholic school boards; Ontario Public School Boards’ Association (OPSBA) representing English public school boards
“THE BOARDS”

May 27, 2008

5. Education Assistants

- All Collective Agreements shall provide a minimum of working days per school year for Education Assistants as follows :
 - o 188 days in 2008-09;
 - o 189 days in 2009-10;
 - o 190 days in 2010-11;
 - o 194 days in 2011-12.

- Boards shall absorb the incremental cost of this enhancement in the 2009-10 and 2010-11 school years.

- As part of the Boards' commitment under Section 3 of the PDT Agreement to provide Bargaining Units with opportunities to provide input on professional development and training, Parties shall explore locally the feasibility of planning one Professional Activity Day starting in 2011-12 for Education Assistants to meet with peers as part of a Professional Learning Community.

- Any current entitlement or practice regarding the minimum number of paid working days for Education Assistants shall not be reduced.

The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% in 2011-12.

- In addition, the Special Education Per Pupil Amount (SEPPA) in the GSN will be increased as follows in 2011-12 :
 - o JK to Grade 3 benchmark: \$86.55;
 - o Grade 4 to Grade 8 benchmark: \$66.62;
 - o Secondary benchmark: \$41.09.
- The Appendix, "Education Assistants," provides the Board-by-Board projections of additional funding for Education Assistants.
- The Parties note the Government's requirement that this funding enhancement in 2011-12 be applied as follows :
 - o Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Education Assistants from 188 to 194 as described above;
 - o Increase the number of hours worked by Education Assistants up to 7 hours per day, subject to the remaining funds available to the Board under this enhancement;
 - The use of the incremental hours for Education Assistants funded above must include scheduled supervision of students or after-school homework support. Nothing in this provision shall prevent School Boards from maintaining existing homework support programs operated by volunteers, unless stated otherwise in current Collective Agreements;
 - Principals shall have the flexibility to assign these hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistants' working conditions.
- Each School Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.
- The Parties acknowledge the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a new allocation in the GSN Pupil Foundation Grant starting in 2008-09, to enhance funding for student supervision in elementary schools as follows :
 - o \$22.23 per elementary pupil in 2008-09;
 - o \$26.61 per elementary pupil in 2009-10;
 - o \$26.88 per elementary pupil in 2010-11;
 - o \$20.06 per elementary pupil in 2011-12.

The Appendix "Elementary Supervision" provides the Board-by-Board projection.

- Changes to the title of "Teacher Assistants", in the *Education Act* to "Education Assistants";
- Roles and responsibilities of Education Assistants;
- Inclusion of Professional Student Support Services in the *Education Act*;
- Issues related to declining enrolment.
- o Consider such other issues as agreed to by the participants or that may from time-to-time be directed by the Minister.

- The Minister will draft Terms of Reference, after consultation with the Parties.

A French-language sub-committee will be established to address issues of particular interest to French-Language School Boards which could include the above-mentioned subjects.

- All expenses related to the participation in the SWAG and its sub-committee(s) will be funded by the Ministry of Education.
- All time spent by members to attend meetings of the SWAG shall be treated as paid time based on a regular work day.
- CUPE notes the Ministry of Education's intention to maintain ongoing bilateral engagement mechanisms with CUPE, as per current practice with similar organizations.

Percentage Wage Increases

Provincial Discussion Table (PDT) Agreement

- between -

**Canadian Union of Public Employees
"CUPE"**

- and -

**Association des conseils scolaires des écoles publiques de l'ontario (ACEPO) representing French language public school boards; Association franco-ontarienne des conseils scolaires catholiques (AFOCSC) representing French language catholic school boards; Ontario Catholic School Trustees' Association (OCSTA) representing English catholic school boards; Ontario Public School Boards' Association (OPSBA) representing English Public School Boards
"THE BOARDS"**

May 27, 2008

11. Compensation

- The Parties agree that the following percentage increases shall be applied to all job classifications for salary and wage rates in the following manner:
 - o September 1, 2008 : 3.0%;
 - o September 1, 2009 : 3.0%;
 - o September 1, 2010:3.0%;
 - o September 1, 2011: 3.0%.
- The above increases shall be applied to all allowances that are generally accepted as pensionable earnings.

The Appendix, "Teacher and Non-Teacher Salary Increases," provides the Board-by-Board projections.

- The Parties agree that these percentages may be applied as follows :
 - o Across the board in accordance with locally established practices; or
 - o The Board and CUPE may negotiate alternative distributions of the wage rate increases in accordance with local bargaining needs, without exceeding the equivalent of the cost of a 3% across the board salary increase in each year within the Bargaining Unit.
- Unless indicated otherwise in this Section, wage increases shall only occur on September 1st of each school year.
- For existing Collective Agreements that expire after August 31, 2008, salary increases that may have been negotiated for September 1, 2008 and beyond shall be replaced with the salary increases at the dates agreed to in the PDT agreement,

except in the following Boards where the increases shall apply at the existing anniversary dates in the respective Collective Agreements as follows:

- Lambton Kent DSB, Niagara DSB, Simcoe Muskoka Catholic DSB, St. Clair Catholic DSB, Trillium Lakelands DSB, Windsor Essex Catholic DSB: January 1, 2009; January 1, 2010; January 1, 2011; January 1, 2012.

cope 491