

SOURCE	Board		
EFF.	90	07	01
TERM.	92	06	30
No. OF	950		
	V.S.		

COLLECTIVE AGREEMENT

between

**METROPOLITAN
SEPARATE SCHOOL BOARD**

and

**CANADIAN UNION
of
PUBLIC EMPLOYEES
LOCAL 1280**

JULY 1, 1990 - JUNE 30, 1992

0463704

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Recognition	2
2	Management	3
3	No Solicitation	4
4	No Cessation of Work	5
5	Union Representation	6
6	Grievance Procedure & Arbitration Board	7
7	Discharge and Discipline	11
8	Hours of Work	12
9	Overtime and Callout	14
10	Specified Holidays	16
11	Vacations	18
12	Seniority	21
13	Job Posting	26
14	Wages	29
15	Sick Leave	30
16	Leaves of Absence	33
17	Union Security	39
18	Welfare Benefits	40
19	Supply Caretakers, Part-Time and Temporary Employees	41
20	Miscellaneous	44
21	Skills and Training	47
22	Job Modification	49
23	Sexual Harassment	51
24	Termination	52
25	Notice of Renewal	53
Schedule A		55
Appendix B		56
Letter of Intent		
Review of Classifications for Head Caretakers		58
Letter Re: Maintenance of Private Schools		59
Letter Re: OHIP		60

coded 22/03/91 ER

THIS AGREEMENT made the 6th day of March, 1991

- between -

METROPOLITAN SEPARATE SCHOOL BOARD

(the "Board")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1280
AFFECTING CUSTODIAL AND MAINTENANCE EMPLOYEES

(the "Union")

OF THE SECOND PART

ARTICLE 1

RECOGNITION

- 1.01 The Board recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work and other working conditions for all employees of the Board in Metropolitan Toronto engaged in maintenance, services and plant operations, save and except supervisors, persons above the rank of supervisor, office staff and students employed during the school vacation period.
- 1.02 The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.
- 1.03 The singular shall include the plural when the context so requires.

ARTICLE 2

MANAGEMENT

2.01 The Union acknowledges that it is the exclusive function of the Board to:

- (i) maintain order, discipline and efficiency;
- (ii) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend or otherwise discipline employees for just cause, subject to the provisions of this Agreement;
- (iii) establish from time to time and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; AND
- (iv) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.

2.02 The Union also acknowledges that all managerial rights of the Board shall be reserved to it except as may be inconsistent with the provisions of this Agreement.

ARTICLE 3

NO SOLICITATION

3.01 There shall be no union activity on any premises of the Board except as expressly permitted by this Agreement.

ARTICLE 4

NO CESSATION OF WORK

4.01 Neither the Union, the Local Union, nor any employees shall take part in or call or encourage any strike, sit-down, slowdown or any suspension of work or other concerted activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Union and the Local Union, through its officers, representatives and stewards, will instruct the employees involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the employees. "Lockout" shall be as defined in The Labour Relations Act of Ontario.

ARTICLE 5

UNION REPRESENTATION

- 5.01 The Local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than six (6) employees, **one of whom** shall be employed in maintenance. Such committee, together with representatives of the Union shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement.
- 5.02 The Local Union may also appoint or otherwise select five (5) stewards one of whom will be selected as the Chief Steward and not more than one shall be from maintenance. One of such stewards shall be designated to represent the employees engaged in caretaking in each of the Toronto, North York, Etobicoke and Scarborough Field Service areas of the Board and those engaged in maintenance. In the absence of the designated stewards one of the other stewards may act in their place. The Local Union's Chief Steward shall co-ordinate the activities of such stewards.
- 5.03 A steward's function shall be to assist an employee in the preparation and presentation of grievances to the employee's supervisor and in the event of any violation of Article 4 by any employees to instruct them to return to work and perform their usual duties. A steward, with the prior permission of the steward's immediate supervisor, shall be reasonably allowed such time off as is necessary for the prompt investigation and settlement of grievances.
- 5.04 The Board will compensate members of the bargaining committee for time spent in attendance at contract renewal negotiation meetings with the Board. The Board will compensate stewards and **Union officers** for any portion of their regularly scheduled work time spent with the permission of the Board in servicing grievances. The Board may revoke this compensation if it reasonably believes that the time off for servicing grievances is being abused. The Local Union shall notify the Board in writing of the names of its officers, Chief Steward, stewards and members of the bargaining committee and of any changes therein from time to time.

3/5-1

ARTICLE 6

GRIEVANCE PROCEDURE AND ARBITRATION BOARD

- 6.01 Should any difference (hereinafter called a "grievance") arise between the Board and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without undue delay shall be made in the following manner.
- 6.02 Stage One - An aggrieved employee shall first submit any representations to the employee's immediate supervisor either directly or through the employee's steward. Any such grievance shall be presented within ten (10) days of the time when it arose.
- 6.03 Stage Two - If within two (2) days from the time such representations were presented a decision satisfactory to the employee is not given, then such employee accompanied by a steward may within three (3) days after such decision has been given or should have been given, present representations orally, **to the manager to whom the employee is responsible or other representative designated by the Board from time to time.**
- 6.04 Stage Three - If within four (4) days from the time such representations were presented a decision satisfactory to such employee is not given, then such employee accompanied by a steward may within four (4) days after such decision has been given or should have been make representations in writing, **to the coordinator to whom the employee and the manager are responsible, or other representative designated by the Board from time to time.**

Such representations shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based. Such official or other designate shall notify the employee of the time and place at which they will meet to discuss and consider the written representations and the decision given at Stage Two. Every effort will be made to settle such grievance within five (5) days from the date upon which such official received written notice of the matter. Such official shall give the decision in writing on behalf of the Board. At the request of either party, a national representative of the Union may be present.

- 6.05 Stage Four - If within five (5) days from the day representations at Stage Three were presented a decision satisfactory to such employee is not given, then such employee may within ten (10) days after such decision has been given or should have been given present the representations made at Stage Three to the Deputy Director of Education, Human Resources. The said Deputy Director shall notify the Local Union and the employee of the time and place at which the parties will meet to discuss and consider such representations and the decision at Stage Three. Such meeting shall be held within ten (10) days from the date on which the representations were presented to the said Deputy Director. The decision of the said Deputy Director will be given to the Local Union in writing within ten (10) days after such meeting. At the request of either party, a national representative of the Union may be present.
- 6.06 Any difference (hereinafter called a "policy difference") arising directly between the Board and the Local Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual employees, may be submitted in writing by either party hereto with opportunity for discussion between the officers of the Local Union and representatives of the Board. If the parties are unable to settle such policy difference within ten (10) days from such discussion then the party to whom the said notice was delivered shall reply to such policy difference in writing within fifteen (15) days from such discussion.
- 6.07 Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any of the employee's personal problems to any official of the Board.
- 6.08 If any grievance or policy difference, including any question as to whether the matter is arbitrable or not, shall not have been satisfactorily settled pursuant to the provisions of this Article, the grievance or policy difference may then be referred by either party to this Agreement to arbitration by written notice given to the other party within fifteen (15) days from the date when the decision of the Deputy Director at Stage Four was or should have been given or, in the case of a policy difference, within fifteen (15) days from the date when the written reply to the submission was or should have been delivered. The Board and the Union shall each

appoint one arbitrator within seven (7) days from the receipt of the notice and the two arbitrators so appointed shall appoint a third who shall be the chairperson. No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.

- 6.09 If the parties fail to agree upon a chairperson within five (5) days, either party may request the Office of Arbitration of the Ministry of Labour to choose the chairperson, The decision of the majority of the arbitrators shall be final and binding upon all parties concerned and any employee affected by it, but if there is no majority decision, that of the chairperson will be the decision of the board of arbitrators. In no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.
- 6.10 In any arbitration the written representation of the employee made at Stage Three and any decision of the Deputy Director at Stage Four or, in the case of a policy difference, the written submission and any reply thereto shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issue therein set out.
- 6.11 Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine any witnesses of the other party and to present oral arguments. Briefs of arguments may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other.
- 6.12 Witness fees and allowances shall be paid by the party calling the witness.
- 6.13 Each party shall pay one-half of the expenses and fees payable to the chairperson and the whole of the expenses and fees of their own appointees.
- 6.14 If any party disagrees with the other as to the meaning or application of the decision, it may apply to the chairperson of the board of arbitrators within ten (10) days from the issue of the decision with a request that the chairperson reconvene the board to clarify the decision, and for such purpose the board may be reconvened and issue a clarification of its decision.

6.15 The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized herein and may be extended by mutual consent of the parties.

ARTICLE 7

DISCHARGE AND DISCIPLINE

- 7.01 Whenever the Board censures an employee in writing it shall give the employee a copy thereof, who shall acknowledge receipt thereof in writing. The Board shall also send a copy to the person designated by the Executive of the Local Union.
- 7.02 **An** employee's claim of unjust discharge will be treated as a grievance if written statement of such grievance is lodged with the respective co-ordinator, as outlined in section 6.04, within five (5) working days after such employee ceases to work for the Board.
- 7.03 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement commencing with Stage Three.
- 7.04 At the request of an employee, the Board shall allow the employee to inspect the employee's personnel file maintained at the Field Service Centre. Such inspection may be made only once a year and in the presence of the Manager of Plant Operations.
- 7.05 **An** employee with two (2) or more years of service who has not been subjected to disciplinary action within a two (2) year period immediately preceding the administration of subsequent discipline will have any previous disciplinary action disregarded and at the request of the employee, the corresponding documents will be removed from the file.
- 7.06 In the event the Board intends **to establish a meeting** to give a written warning to, or to suspend or discharge, an employee, it shall so inform the employee **in advance. At the option of the employee who shall make the arrangements through the Chief Steward, a steward may be present at such meeting.** The absence of a steward shall not render the discipline void.

ARTICLE 8

HOURS OF WORK

*34
4000*

8.01 The normal work week shall consist of forty (40) hours, Monday through Friday, comprising eight (8) hours per day for each employee (other than part-time employees and supply caretakers) to be worked in accordance with the schedule of operations posted by the Board from time to time.

8.02 The Board does not guarantee to provide work for any employee or to maintain the work week or working hours presently in force.

*36
230*
8.03 Employees engaged on regularly scheduled evening or night shift shall be entitled to a one-half hour paid lunch period. Such paid lunch period will be taken on the premises of the school or other building to which the employee is assigned.

8.04 Employees shall be entitled to a fifteen (15) minute rest period both in the first and second half of their scheduled work period.

8.05 If the Board schedules an employee to work outside the employee's normal work week or regular schedule for less than three (3) continuous hours, it shall pay the employee a minimum of three (3) hours at the appropriate hourly overtime rate unless such work immediately preceded or succeeded the employee's scheduled hours of work.

8.06(a) Summer hours (July and August) for all employees shall be altered to run from 7:30 AM - 4:00 PM with one-half (1/2) hour unpaid lunch breaks, Monday through Friday, OR

*45
18*
(b) Where two (2) or more employees regularly work in a school or department the hours of work may be altered so that during the months of July and August, while a minimum of one (1) employee adheres to the work schedule in (a) above, the other(s) may work Monday through Thursday from 7:30 AM to 5:00 PM with one-half (1/2) hour unpaid lunch breaks, and on Friday from 7:30 AM to 11:30 AM. Such scheduling must be by agreement of the employees at each school or department and the latter schedule may be shared among such employees.

- (c) Such scheduling as in (a) and (b) above will be available except where:
 - i) a permit issued by the Board
 - ii) summer school
 - iii) leased premises, or
 - iv) work schedulesrequires one (1) or more employees to work at different times.
- (d) Absence of an employee while on the July and August work schedule in (b) above will be pro-rated.
- (e) Applications for summer work schedules as per (b) above will be available at the Region Office.
- (f) Short weeks during July and August caused by a statutory holiday will be worked as in (a) above by all employees.
- (g) Articles 9.01(a) and 14.02 shall not apply to an employee who works the schedule in (b) above.

ARTICLE 9

OVERTIME AND CALLOUT

9.01 Subject to 9.04, an employee shall be paid at the rate of one and one-half (1 1/2) times the employee's applicable hourly rate for authorized time worked by the employee:

- (a) in any day in excess of eight (8) hours (except where such excess time is worked by the employee due to regular change of shift);
- (b) in any scheduled work week in excess of forty (40) hours (except where such excess is worked by the employee due to regular change of shift) less amounts paid to the employee pursuant to clause (a) hereof.

For the purpose of computing such overtime, time off on a paid holiday or any paid sick leave shall be regarded as time worked and the premium of one-half (1/2) shall not be considered as part of an employee's applicable hourly rate.

37
D-0

An employee shall be paid at double the applicable hourly rate for authorized **overtime** worked by the employee between the hours of midnight on Saturday to midnight on Sunday.

9.02 **An** employee who has worked overtime shall not be required to lay off during the employee's regularly scheduled hours to equalize such overtime provided the employee is capable of fulfilling the normal requirements of the job.

9.03 Subject to 9.04, overtime work shall be distributed as equally as possible among those employees who would normally perform such work within their particular school building or work place.

9.04 Within each of its Field Service areas the Board shall establish a duty roster of the names of each head caretaker or assistant caretaker who has informed the Board they are willing to do scheduled overtime work at a school other than the one at which they are located but within the Field Service area within which they are located. In the event that no employee in a particular school is available for overtime work scheduled for such school then such overtime work shall be offered to

an employee on the duty roster established for the area in which the school is located. Such overtime work shall be distributed as equally as practical among the employees in each area duty roster. **An** employee excused from working overtime shall be regarded as having been given an opportunity to work overtime for the purposes of this provision. The foregoing provision shall not apply to emergency overtime work.

9.05 **An** employee who has already left the building where the employee works or works out of after completion of the employee's scheduled hours of work and who is recalled for emergency work (for which the employee is not to blame) shall, unless such work immediately preceded the employee's scheduled hours of work, be entitled to be paid for work so performed at the applicable overtime rate for a minimum of three (3) hours.

9.06 Notwithstanding section 9.01, an employee entitled to overtime premium pay, other than permit overtime, may elect to take the equivalent time off at the appropriate overtime rate at a time mutually acceptable to the Board and the employee but if the Board and the employee are unable to agree on an acceptable time before the end of the calendar year, the employee shall be paid the overtime pay.

ARTICLE 10

SPECIFIED HOLIDAYS

10.01 For the purposes of this Article:

- (a) the following shall be specified as holidays under the Agreement, and "holiday" means:

53
110

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Simcoe Day ✓
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

107

(1)

~~and the half day immediately before Christmas Day and the half day immediately before New Year's Day, or such day as may be established as a holiday in lieu of any said days by statute, statutory regulation, proclamation or similar authority or by the Board, and any named holiday added to said Education Act or to its regulations and enjoyed by the Board's pupils.~~

- (b) If the Employment Standards Act of Ontario or other statute requires that where a holiday falls on a Sunday the next day following shall be a holiday in lieu thereof, then for the purpose of this Agreement such substituted day shall be regarded as the employee's holiday notwithstanding **10.01(a)**.
- (c) "Qualifying day" means an employee's last scheduled work day or shift before or first scheduled work day or shift after a holiday.

10.02 A holiday shall be considered as commencing 12 midnight of the day preceding the holiday and ending 12 midnight on the holiday.

37
E-D

10.03 If an employee is required to work on any holiday the employee shall be paid for work so performed at the rate of three (3) times the applicable hourly rate or the employee may, with the consent of the Board, elect to take in lieu thereof twice the applicable hourly rate plus one day off with pay or the applicable hourly rate plus two (2) days off with pay.

10.04 **An** employee who is absent from work on a holiday because :

the day is a holiday;

the employee has a leave of absence with pay;

is suffering from an illness or injury which requires the employee to be absent on either both of the qualifying days, which absence is supported by a physician's certificate to that effect; OR

the day was the employee's regular day off and was not Remembrance Day;

shall be paid at the applicable hourly rate provided the employee shall not be paid if:

- (i) the employee was absent from work on either or both of the qualifying days for a reason other than set forth in 3);
- (ii) the employee has been instructed to report for work on such holiday and has failed to do so;
- (iii) the employee has been granted leave of absence without pay for such holiday; OR
- (iv) the employee has not worked in the thirty-day period immediately preceding such holiday and is not receiving sick leave pay when such holiday occurs; should the employee be absent for more than such thirty-day period and be receiving sick leave pay, such holiday will be paid.

ARTICLE 11

VACATIONS

11.01(a) An employee shall be entitled to vacation with pay as follows:

<u>Length of continuous service as at June 30</u>		<u>Length of vacation or pay in lieu thereof</u>
54 01-03 09-04 17-05 23-05-1 24-05-2 25-05-3 26-05-4 27-06	Less than one year one year or over nine years seventeen years twenty-three years twenty-four years twenty-five years twenty-six years twenty-seven years	- one day for each month of service up to a maximum of 10 days - 3 weeks - 4 weeks - 5 weeks - 5 weeks plus 1 day - 5 weeks plus 2 days - 5 weeks plus 3 days - 5 weeks plus 4 days - 6 weeks

(b) In the event of any leave of absence without pay, excluding leave because of a Workers' Compensation claim, in excess of fifteen (15) working days in a vacation year, the paid vacation will be prorated to reflect the days paid during the time period on which the earned vacation is based.

(c) In the event of a leave of absence because of a Workers' Compensation claim, the employee will continue to accumulate vacation entitlement during the leave for up to one (1) year from the time such leave began. There shall be no vacation entitlement for an employee for the period of time on leave in excess of one (1) year.

- 11.02 It is understood and agreed that courier and caretaking employees including cleaners must ordinarily take their vacation during the months of July and August. However, the granting of vacation to employees who may elect to take their vacation at a time convenient to the Board other than during the months of July and August is subject to the following:
- (i) not more than 4% of the caretakers employed in a caretaking supervisor's area may be absent at any one time;
 - (ii) in schools with one to four caretakers on staff, only one caretaker may be absent at any one time;
 - (iii) in schools with five or more caretakers on staff, only two caretakers may be absent at any one time; AND
 - (iv) not more than one courier may be absent at any one time.
- 11.03 The Board shall pay to an employee who is entitled to a vacation with pay an amount based on the employee's applicable hourly rate for each eight-hour day or five-day week of vacation to which the employee is entitled provided the employee receives not less than the amount to which the employee is entitled under the applicable legislation.
- 11.04 If the employment of an employee is terminated for any cause or by operation of law, the employee shall be paid in lieu thereof:
- (i) in the case of an employee with less than one (1) year's continuous service, an amount equal to four percent (4%) of the employee's total pay to date of termination;
 - (ii) in the case of an employee qualified for at least ten (10) days' vacation, a sum equal to the appropriate proportion of the employee's total pay from the previous June 30.
- 11.05 If a specified holiday occurs during an employee's vacation on a day for which the employee would normally be scheduled to work, the employee shall be entitled to an extra day off with pay.

11.06 Vacation schedules shall be posted by May 1 each year and shall not be changed unless agreed to by the employees affected and the Board.

11.07 **An** employee shall be entitled to an unbroken period of vacation unless:

(i) the employee and the Board otherwise agree; AND

(ii) the employee is entitled to six (6) weeks in which event the sixth week will be taken at a time convenient to the Board.

11.08 Subject to section 11.07, an employee who during any calendar year will be entitled to an additional one (1) week of vacation in excess of the employee's regular vacation of at least three (3) weeks by reason of then having completed the appropriate number of years of service with the Board shall be entitled to take such additional week at the same time as the employee's regular vacation or at such other time as may be mutually agreed upon.

11.09 As a trial, the Board will not require employees to work on December 27 or 31, 1991 except as may be required to ensure the security and safety of the buildings. However, the time, twelve (12) hours for full time employees, will be made up by extending the work day on December 23 and 30, 1991, January 2 and 3, 1992 by one (1) hour at the regular rate. Further, employees will be required to use one (1) vacation day to which they are entitled under clause 11.01 or lieu time of eight (8) hours. If no such vacation day or lieu time is available, then the employee may borrow a vacation day from the entitlement for the following vacation year or request a leave of absence of one (1) day without pay.

Employees required to verify the security and safety of the buildings will be credited with four (4) hours lieu time for each security check and are not entitled to a call out under clause 9.05.

In the case of maintenance workers, courier drivers and warehouse personnel, alternate arrangements may be made, by the mutual agreement of the parties.

ARTICLE 12

SENIORITY

Handwritten initials/signature

12.01 **An** employee shall be on probation for ninety (90) days worked from the date of the employee's last hire. During such period the employee may be dismissed if the employee is unable to perform adequately the work for which the employee is employed or is otherwise unsuitable.

12.02 For the purpose of this Agreement an employee's

(a) "seniority" (other than that of a probationary employee) shall commence with the date of the employee's most recent hiring (other than as a result of a recall after a layoff) by the Board and shall be maintained and accumulated so long as the employee remains in the employ of the Board during:

(i) a layoff within any period during which the employee was entitled to be recalled;

(ii) any sickness or accident; and

(iii) any leave of absence.

Handwritten notes:
59/2 56/2

(b) When a probationary employee completes the probationary period the employee shall be entered on the seniority list and shall rank seniority from the date the employee was last hired.

(c) A loss in seniority shall be deemed to have occurred if an individual employed by the Board:

(i) quits;

(ii) is discharged and is not reinstated by reason of the grievance procedure;

(iii) is laid off beyond the period during which the employee was entitled to be recalled; or

(iv) fails following a layoff, unless the employee exercises the right to refuse such work as provided in section 12.07, to notify the Board within seven (7) days of the Board sending the employee a notice to return to work of the

employee's intention to return or fails to report for work on the date and at the time specified in such notice, which date is not sooner than said seven (7) days;

(d) "service" or "continuous service" shall be determined by the length of the employee's actual service with the Board and shall not include any period of time while the employee was absent from work because the employee was on:

(i) leave of absence in excess of thirty (30) days;

(ii) layoff; or

(iii) strike or lockout.

12.03 The Board shall maintain a master seniority list showing the name, classification, region and hiring date of each employee. Seniority will be unit-wide.

12.04(a) **An** up-to-date seniority list shall be posted annually by January 30 and **three** copies **thereof shall be sent to the Union.**

(b) Every four (4) months the Board shall supply the Union with ten (10) copies of a list of the employees in each region and their hiring dates. Such list shall contain any telephone numbers, if listed, and addresses but such list shall not be posted or otherwise made public.

12.05 **An** employee who is transferred out of the bargaining unit may at the employee's own request or at the insistence of the Board be retransferred within six (6) months from the date of such transfer to the employee's former job within the bargaining unit. Such employee's job shall not be filled during such six (6) month period.

12.06(a) In all cases of layoffs and demotions due to a reduction in work force (other than layoffs and demotions of a temporary nature, i.e., two (2) weeks or less) employees shall be laid off or demoted in reverse order of their seniority ranking provided the Board may retain sufficient employees in each job classification to meet the requirements of operations. In temporarily laying off or demoting employees within a particular school in any job classification the Board shall do so in reverse order of such employees' seniority.

2/10

2/6
/10

(b) **An** employee possessing a stationary engineer's certificate shall not be laid off in accordance with section 12.06(a) provided that the employee's position requires a stationary engineer's certificate and there is no employee reasonably available with greater seniority possessing the required certificate.

12.07 In the event of any layoff probationary employees shall be laid off first and thereafter employees shall be laid off in accordance with section 12.06. If an employee is not returned directly to the classification the employee had before the layoff the employee will have the first opportunity to be transferred back to the employee's original classification when an opening occurs.

12.08 **An** employee with seniority who is laid off shall retain seniority and the right of recall for the following period of months if the employee has the length of continuous service set opposite:

<u>Period of months</u>	<u>Service in years</u>
6	less than 1
12	1 to 2
24	more than 2, up to 5
30	more than 5

29
/30

Notice of recall shall be sent by registered mail or telegram to the last address recorded with the Board by the laid off individual requiring the employee to report to work on a date not earlier than seven (7) days after the date of such notice. If the employee does not reply within said seven (7) days or fails to report for work at the time and date specified in the notice the employee shall be deemed unavailable and the next eligible laid off individual shall be called. Notwithstanding the foregoing, a laid off individual shall have the right to refuse work that is or is expected to be of ten (10) days' duration or less without loss of seniority or recall rights provided the employee so informs the Board within said seven (7) days.

12.09 No employee shall be laid off while a probationary employee is employed at a job in that employee's category or at a job which the employee is capable of doing. No probationary employee shall be engaged or recalled for any job while an employee who is capable of doing that job remains laid off and is willing to be rehired.

12.10 In the event the Board proposes to contract out any work normally performed by employees, other than work normally performed by the trades, the Board shall notify the Local Union at least two months in advance, where possible, and discuss with the Union such proposal or decision.

22
H
12.11 In the event the Board proposes to lay off or terminate any employee as a result of a change in method now in effect with the Board, the Board shall offer each of such employees, provided the employee has completed the probationary period, other employment with the Board which for at least six (6) months shall be at a wage rate not less than the employee was getting and the Board shall otherwise apply the provisions of section 12.06.

12.12 The Board may transfer any employee from one school or building to another school or building for any reason, whether for disciplinary reasons or otherwise, provided that any employee such transferred employee is displacing may not, without such displaced employee's consent, be moved to a school or building outside the Field Service area in which the school or building that the displaced employee works at is located or any Field Service area contiguous thereto. Other than employees transferred for a reasonable cause, an employee shall not be transferred from the employee's work location for more than twenty (20) working days during the currency of this Agreement. Such period may be extended by mutual consent of the Board and the Local Union.

5
1
12.13 The Board shall not contract out any of the caretaking services performed by employees at any of the Board's existing facilities which are owned/leased and operated by the Board except as follows:

- (i) **Cardinal Carter Academy for the Arts,**
- (ii) Catholic Education Centre,
- (iii) any leased **or joint use** facility where a condition of the **agreement** includes caretaking services, or
- (iv) any facility of less than 8,000 square feet.

Within this **clause**, "existing school facilities" shall mean any and all of the Board's schools and office complexes established on or before **June 30, 1992, including additions to and replacement thereof** with the above noted exceptions.

ARTICLE 13

JOB POSTING

13.01(a) When a vacancy, other than a temporary vacancy of thirteen (13) weeks or less but including a vacancy caused by the creation of a new position, occurs in any occupational classification covered by this Agreement the Board shall, if it determines to fill such vacancy, post it within three (3) weeks for five (5) working days setting forth the duties of the position, the school or other building involved, the rate of pay, hours of work the shift if applicable and the qualifications therefor. Any employee may apply for such position in writing within such (5) days.

27/4

(b) An employee who has been selected to fill a vacancy may not for a period of six (6) months from the date the employee actually fills such vacancy apply to fill any other vacancy. **However, an employee may, during the six (6) month period, bid on a job which represents a promotion (i.e., a job classification with a higher hourly rate) and the Board may promote such employee.**

(c) **An** employee who accepts a temporary assignment shall not take vacation during the period of the temporary assignment unless otherwise agreed upon between the employee and the employer: such requests shall not be unreasonably withheld.

(d) No outside advertisement for a vacancy shall be placed until the applications of employees have been considered.

13.02 The Board shall consider the following two factors in determining which employee is to be selected:

27/A

(i) relative seniority of the applicants; AND

(ii) the ability, knowledge, training and skill of the applicant to do the job.

When factor (ii) is relatively equal as between two (2) or more applicants, their relative seniority shall govern. If none of its employees who have applied for the vacancy is qualified to fill a vacancy, the Board may engage an employee from any other source.

- 13.03 The Board shall notify the Local Union of all hirings, layoffs, recalls, transfers, promotions and terminations of employment of all employees.
- 13.04(a) **An assistant caretaker shall be designated to act in the place of a head caretaker who is absent while the school is open and shall be entitled to receive the head caretaker's rate of pay during such absence provided that the Board may at *any* time designate a spare caretaker to act in the place of an absent head caretaker.**
- (b) **An employee, other than an assistant caretaker or a spare caretaker, designated to act in the place of a head caretaker who is absent while the school is open, shall be entitled to receive the head caretaker's rate of pay during such absence.**
- 13.05 **An employee who is a successful applicant for a position in a job classification other than that which the employee previously occupied will be placed on a trial period in this position for a period of three (3) months. During such period the employee may return voluntarily to the previous job classification in the same Field Service area or department or may be returned to the previous job classification by the Board due to unsatisfactory performance. In the event the Board determines that a position in the previous job classification mentioned above is available for this purpose, it shall notify the Local Union and 13.01 and 13.02 shall not apply.**
- 13.06 **The Board shall fix the wage range for any new occupational classification at a range which the Board considers to be in line with the present ranges in effect under this Agreement on the date when fixed. If the Local Union believes that the range set on any new occupational classification is not in line with such present ranges then it may discuss such new range with a representative of the Board if a request is made within thirty (30) days of the installation of the new range. If within five (5) days of initiating the discussion of the new range, the parties cannot agree, the Local Union may submit the dispute to arbitration**
- 14/2*

in accordance with section 6.09. In its submission to the board of arbitration, the Local Union shall state the range it proposes for the classification and why it believes the Board's new range is out of line with present ranges. If the board of arbitration is satisfied that the new range is out of line, then it may set the range at such range as it deems appropriate, but in no event higher than the range submitted by the Local Union.

If the board of arbitration should set a range the minimum of which is higher than that of the range set initially by the Board, then an employee who has been paid less than the minimum of the range set by the board of arbitration shall be awarded the difference between the rate the employee was being paid and the minimum of the range set by the board of arbitration for all hours worked at such rate commencing with the day upon which the Local Union initiated discussions of the range with the Board.

50A
/

ARTICLE 14

WAGES

14.01 The wage rates payable by the Board to employees in the occupational classifications established from time to time by the Board during the currency of this Agreement shall be as set out in Schedule A hereto. Such wages shall be paid by bank deposit to the credit of the employee on every other Friday or the immediately prior business day if such pay day be a holiday. Such wages shall include pay for all overtime performed and reported at least one (1) week prior to the pay day.

^{AD} 14.02 ^{9007/44-45/100056} ^{9107/44-45/100057} An employee shall be paid a shift premium of \$0.56 (\$0.59 effective July 1, 1991) per hour for work performed by the employee during afternoon shift hours (4 PM to midnight) or during night shift hours (midnight to 8 AM). For purposes of calculating overtime pay or Sunday premium, shift premiums shall not be considered as part of an employee's applicable hourly rate.

14.03 While three (3) or more assistant caretakers and/or cleaners are employed in one school building, the supervisor shall designate one (1) of such employees as the shift leader who shall be entitled to a leader's premium of \$0.43 (\$0.46 effective July, 1991) per hour for work performed by the employee. In filling a job vacancy for a leader the Board shall select the employee having the greatest seniority in the school if the employee can perform the normal requirements of the job. For the purpose of calculating overtime pay or Sunday premium, such leader's premium shall not be considered as part of an employee's applicable hourly rate.

14.04 The wage rates set out in said Schedule A shall be payable as shown therein.

ARTICLE 15

SICK LEAVE

15.01 Sick leave means the period of time an employee is permitted to be absent from work with pay by reason of being sick, disabled or because of an accident or illness for which compensation is not payable under the Workers' Compensation Act or because the employee is quarantined by a medical health officer (hereinafter collectively referred to as "sickness").

15.02(a) Each employee, other than a probationary employee, will be allowed not more than twenty-four (24) days sick leave credit per year on the basis of two (2) days for every month of service.

(b) As of July 1st, 1987, five (5) of such sick days will be credited in advance upon completion of the probationary period for usage in case of illness. Usage of advance sick days may require the employee to support an absence with the certificate of a qualified medical practitioner. Advanced sick leave credits will be charged against sick days credited under Article 15.02(a).

15.03 **S** If in any calendar year an employee has not used all the sick leave to which entitled, the sick leave will accumulate and such unused portion shall be carried forward for use in future years.

15.04 If an employee is unable to work by reason of sickness for the undermentioned periods, then a deduction in the amount set opposite shall be made from the employee's sick leave credit if any:

0 - 3 hours	-	nil
more than 3 hours up to 6 hours	-	1/2 day
more than 6 hours up to 8 hours	-	one day

15.05 The Board may require an employee to produce a physician's certificate to support an absence on account of sickness in excess of three (3) days and, if it has expressly notified the employee, may require the employee to produce such a certificate to support an absence on account of sickness of any duration.

15.06 While an employee is on a leave of absence without pay or is on layoff the employee shall not accumulate any sick leave credits but shall retain whatever sick leave credit the employee may have accumulated at the date of such leave or layoff and be entitled to the use thereof upon return from such leave or upon being rehired subsequent to being recalled.

15.07 Leave without pay shall be granted to an employee who:

- (i) is not entitled to sick leave but who is required to be absent by reason of sickness; OR
- (ii) is unable to return to work at the termination of the period for which sick leave was granted.

15.08 The Board will maintain a record of all sick leave credits and any employee may apply to the Board for information as to the amount of the employee's sick leave credit. Each employee shall be informed in writing by July 31 of each year as to the amount of such credits as of June 30.

15.09 If an employee:

- (i) dies, the beneficiary named in the group life insurance policy with the Board, OR
- (ii) retires at age fifty-five (55) or older from the Board,

76
III

the employee shall be entitled to a gratuity calculated by multiplying the normal rate of pay by the number of unused accumulated days of sick leave times a percentage determined by crediting one percent (1%) for each of the employee's first ten (10) years of service with the Board plus two percent (2%) for each additional service up to and including the employee's fourteenth (14th) year and three percent (3%) for the employee's fifteenth (15th) year and each additional whole year of service thereafter provided such percentage shall not exceed fifty percent (50%) of the employee's annual salary.

15.10 **An** employee who is required to remain at home as the only one available to look after the needs of a family member who is seriously ill may apply to the employee's supervisor for a leave of absence. Such leave, if granted, shall be charged against the employee's accumulated sick leave.

63
61
6-9

- 15.11 If during vacation an employee suffers an illness or accident which incapacitates the employee for more than five (5) days and such illness or accident is supported by a physician's certificate acceptable to the Board, the employee for the period of such incapacity shall be regarded as having been on sick leave to the extent the employee had accumulated sick leave credits, and shall be permitted to take such portion of vacation for which the employee was so incapacitated at a later time acceptable to the employee and to the Board.
- 15.12 **Notwithstanding any other provision herein contained, no employee may use any of that employee's current sick leave credits for any purpose, other than sickness, which would reduce such credits to less than twelve (12).**

ARTICLE 16

LEAVES OF ABSENCE

General

- 16.01(a) Leaves of absence without pay, unless explicitly stated to the contrary in another clause or Article, are granted with the following conditions:
- (i) the Board shall not be required to pay benefits during the leave;
 - (ii) no credits will be made to the sick leave plan during the leave; however, any sick leave credits credited or accumulated prior to such leave, shall be available on resumption of employment with the Board; and
 - (iii) vacation entitlement will be prorated in accordance with 11.01(b) and 11.01(c).
- (b) **An** employee who is on any leave without pay for any reason other than illness or accident in excess of fifteen (15) working days or an employee who is on leave without pay in excess of thirty (30) working days by reason of sickness or accident not covered by Workers' Compensation may, to the extent permitted by the carriers thereof, continue to be covered by the Board's health and life insurance plans if the employee pays the total cost of the premiums therefor.
- 16.02(a) If an employee is absent from work due to illness or accident for a period of one (1) year, or if such absence is contemplated to be for a period of one (1) year or more, the Board may post the employee's last position.
- (b) If an employee returns to work from sick leave or leave of absence (including Workers' Compensation and LTD) and the last position which the employee held has been posted, the Board will make every reasonable effort to place the returning employee in a job in the same classification in the same field centre or administrative unit. Failing such placement, the employee will be assigned a temporary position in the same job classification. Should no vacancy occur, then

clause 12.06 shall be applied. The Board shall not be required to post any position filled as a result of this clause; however, the returning employee may bid on other posted jobs immediately, notwithstanding clause 13.01(b).

Union Business

63
1-3

63
5-3

16.03(a) **An** employee who is elected or appointed for a fulltime position with the Union, or who is elected to political office, shall be granted a leave of absence without pay, for a period of up one (1) year. Such leave may be extended by the Board.

(b) Upon written request by the Local Union, given not less than ten (10) days in advance, the Board shall grant a leave of absence for up to two (2) representatives designated by the Local Union, provided:

(i) such leave is without pay or benefits;

(ii) such leave is for a period of thirteen weeks or less;

(iii) such leave does not unduly interfere with the Board's operations; and

(iv) all salary and benefits shall be paid by the Local Union and shall be administered by the Board through the normal payroll process.

16.04

63
R-3

Upon written request by the Local Union given not less than ten (10) days in advance to the Board (provided that in unusual circumstances the Board may waive such ten-day requirement), the Board shall grant a leave of absence without pay to the employees named in such request to absent themselves to attend conventions or seminars of the Union, limited however, to no more than five (5) employees at any one time and not more than seventy (70) man-days every two (2) calendar years, provided:

(i) not more than one (1) employee at any one time shall be granted such leave from the same school or building or maintenance classification;

- (ii) apart from the President of the Local Union who shall be entitled to no more than fifteen (15) such days off in any one (1) calendar year, no one (1) employee shall be entitled to more than ten (10) such days off in any one (1) calendar year; and
- (iii) no more than fifty (50) man days may be taken in in any one (1) calendar year. **An** employee who is selected or elected to attend union conventions, etc. shall receive the pay and benefits provided for in the Agreement, however, the Union shall reimburse the Board for all pay during the period.

Compassionate Leave

16.05(a) The Board shall grant a leave of absence of up to a maximum of five (5) consecutive regularly scheduled work days with pay, immediately following a death in the employee's immediate family. Immediate family is defined as spouse, parent, child, brother, sister, mother-in-law or father-in-law of the employee.

63/A-1

(b) The Board shall grant an employee a leave of absence of up to a maximum of two (2) consecutive days with pay for attendance at the funeral or for a period of mourning immediately **following** the death, of an uncle, aunt, grandparent, brother-in-law, son-in-law, daughter-in-law, sister-in-law or grandchild of the employee.

(c) Where by, reason of the death of a relative referred to in (a) or (b) an employee requires additional time to that granted under (a) or (b), the Board, in its discretion, may allow additional time off with pay to be deducted from the employee's accumulated sick leave.

16.06 The Board may grant up to eight (8) hours' leave with pay to an employee to attend a funeral during the employee's normal working hours.

Urgent Personal Business

16.07 **Urgent personal business is business affecting one's personal affairs which must be conducted and which cannot be scheduled outside regular hours of work.**

An employee may be granted a leave of absence of up to two (2) days in a calendar year by the employee's manager, or designate, for urgent personal business and such leave shall be charged against the employee's accumulated sick leave.

Maternity Leave

16.08(a) Upon request, employees shall be granted maternity/adoption leave without pay as follows:

58.0 + 0.17
0.17

(i) / maternity leave in accordance with Employment Standards Act; OR

(ii) / adoption leave of up to seventeen (17) weeks for the purpose of adoption and caring for an infant.

58.0 + 0.17
0.35

(b) Upon request, the maternity/adoption leave granted above shall be extended once for a period of time up to one (1) year from the date of the initial leave.

(c) Employees who take leaves in accordance with the Employee Standards Act shall return to the same school and/or assignment. For those taking an extended leave, every effort will be made to place them in the same field centre or administrative area.

(d) Upon application by the employee granted a maternity or adoption leave, the Board shall continue to pay its share of those benefit plans which the employee already enjoys up to a maximum of 17 weeks. The employee shall assume the total cost of these plans for any period of leave in excess of 17 weeks.

(e) In the event that a male employee believes that he is entitled to payments under the Unemployment Insurance Act by reason only of his wife's inability to look after their new-born child, as certified by a medical practitioner, the Board shall grant such employee a leave of absence without pay to continue until such payments cease or for a maximum of seventeen (17) weeks.

Handwritten:
p. 54

- (f) Board will establish a Supplemental Unemployment Benefits Plan, effective January 1, 1991, or the date the plan is approved by Canada Employment and Immigration Commission, whichever is later, as described in Appendix B. An employee taking a maternity/adoption leave which commences on or after the day the plan commences, who is subject to a waiting period of at least two weeks before receiving U.I. benefits, shall receive a payment, upon appropriate verification to the Board. This payment shall be the same amount as the employee receives in U.I. benefits for a two week period. ✓

Extended Vacation

16.09 An employee, on application to the **Personnel Department**, shall be granted a leave of absence without pay for up to three (3) weeks to be taken in conjunction with the employee's annual vacation provided:

- (i) such leave shall not be granted more than once every four (4) years;
- (ii) such leave may be denied when in the Co-ordinator's opinion the absence of such employee and of any other employees by reason of any leave, illness, accident or vacation would impair the efficiency of operations;

Any such denial may not be submitted to the grievance procedure set out in Article 6 but may be discussed by the Local Union officers with a representative of management designated by the Board;

- (iii) the application for such leave shall be made at least fifteen (15) days in advance but the Board may waive such requirement in unusual circumstances;
- (iv) such leave of absence if taken in conjunction with the employee's annual vacation shall not result in an absence in excess of eight (8) consecutive weeks.

Workers' Compensation

- 16.10(a) Any employee receiving Workers' Compensation benefits shall be regarded as being on leave of absence without pay beginning on the first day for which such benefits are received. Such leave shall be granted initially for a period of time not exceeding one (1) year and upon request(s) shall be extended from time to time for up to, but not exceeding, two (2) full years from the date on which the leave began.
- (b) The Board shall continue to pay its share of the premiums required to be paid under Article 18 for employees who are in receipt of compensation other than for permanent disability or pension from the Workers' Compensation Board.

Long Term Disability

- 16.11 Any employee receiving LTD benefits shall request a leave of absence without pay to commence coincident with the payment of the LTD benefits. Such leave shall be granted initially for a period of time not exceeding one year and upon request(s) shall be extended from time to time for up to but not exceeding two (2) full years from the date on which the leave began.

Other

- 63, B-2
1
16.12(a) An employee shall be entitled to the employee's salary notwithstanding the absence from duty occasioned by quarantine, by jury duty, or by subpoena to any court in any proceeding in which the employee is not charged.

- (b) If an employee is charged with a criminal or quasi-criminal offence and is not found guilty of that offence and any other offence, or if the charge is withdrawn, such employee shall be entitled to draw on the employee's accumulated sick leave credits for the number of days that the employee was absent from work because of attendance at court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the employee has the option of electing to be tried in night court.

- 16.13 An employee who requires time off to attend Citizenship Court for the purpose of being admitted as a Canadian citizen shall be granted leave with pay.

ARTICLE 17

UNION SECURITY

17.01 Any employee hired on or after January 1, 1971, shall become a member of the Union at the conclusion of the employee's probationary period and shall remain, as a condition of continuing employment, a member in good standing of the Union in accordance with its constitution and by-laws; provided that the Board shall not be required to discharge an employee because said individual has been expelled or suspended from membership in the Union for the reason that the employee:

Ym

- (i) was or is a member of another trade union;
- (ii) has engaged in activity against the Union or on behalf of another trade union;
- (iii) has engaged in reasonable dissent within the Union;
- (iv) has been discriminated against by the Union in the application of its membership rules; AND
- (v) has been required to pay initiation fees, dues or other assessments to the Union which are unreasonable.

17.02 The Board shall deduct during the life of this Agreement a sum equal to the monthly Union dues as determined by the Union's constitution from the last pay due in each month to each employee. The Board shall remit such deductions to the Secretary-Treasurer of the Local Union, together with a list of names of the employees from whom such deductions were made, and their respective monthly earnings, prior to the fifteenth (15th) day of the month following the month for which such deductions were made.

2/1

ARTICLE 18

WELFARE BENEFITS

18.01 The Board shall pay 100% of the premiums in effect on September 1, 1990, and September 1, 1991 for participation by each employee (and any dependents) who has completed the probationary period and who is not covered by a spouse's coverage in the following:

705/100
26/6

(i) Extended Health Care Plan - 10/20 deductible with ²⁰¹⁶⁻¹⁰⁰ a rider providing \$150 every two years for ~~ee~~ ^{fusion} care, effective March 1, 1991;

705-2/100
22/2

(ii) Group Life (3 times wages and a paid-up Life Policy of \$5,000 on normal retirement).

18.02 The Board shall continue the Green Shield Dental Plan with ~~Riders 1 and 2~~ based on the 1990 ODA tariffs effective March 1, 1991 and 1991 ODA tariffs effective January 1, 1992 and shall pay 85% of the premiums therefor for each employee (and any dependents) who has completed the probation period and is not covered by a spouse's coverage..

705-2/085
21/2

18.03 The Board shall have the right to determine the carrier for any of the benefit plans covered in sections 18.01, 18.02 and 18.07, provided that any new plan is equal or better in every respect to the provisions of the existing plan. The Board shall **consult** with the Union **regarding** any plan changes before they are implemented.

18.04 The Board shall continue to contribute on behalf of its employees **as** required by the Ontario Municipal Employees' Retirement System including Supplemental Type 1.

18.05 As provided in The Education Act, the Board shall reimburse an employee's legal costs where an employee has been acquitted of a criminal charge related to or arising out of employment with the Board.

18.06 **Any UIC rebate which may arise by reason of the Board's sick leave plan shall be used by the Board to offset its cost to provide benefits under this Article.**

18.07 The Board, ~~shall continue~~ the Long Term Disability plan in which ~~all eligible employees are required to participate,~~ and shall pay 75% of the premiums in effect on July 1, 1991.

7010-075
15/075 9997
fusion

ARTICLE 19

SUPPLY CARETAKERS, PART-TIME AND TEMPORARY EMPLOYEES

Supply Caretakers

19.01 Supply caretakers shall be entitled to or subject to the following:

*8/8
K*

- (i) the rate of pay for a supply caretaker shall be the rate of an assistant caretaker as set out in Schedule A;
- (ii) the employee shall be temporarily assigned such work as is required by the Board from time to time only to replace other employees who are absent from work because of illness, accident, while on Workers' Compensation, vacation, or authorized leave of absence; or during an emergency;
- (iii) **effective February 1, 1991**, in lieu of benefits payable under Articles 10, 15 and 18, a supply caretaker who has completed probation shall be paid an amount equal to **ten percent (10%)** of the employee's hourly rate for each hour worked;
- (iv) vacation pay shall be paid in accordance with The Employment Standards Act;
- (v) the relative seniority of supply caretakers shall be determined by the number of days worked;
- (vi) work assignments shall be distributed among the supply caretakers within each region as equally as practicable;
- (vii) a supply caretaker shall not be assigned the duties of a head caretaker unless there are no spare caretakers available and no assistant caretaker in the school is willing to accept the assignment.

88/A-B-C-D-E-J

Part-time Employees

- 19.02 Employees ("part-time employees") regularly required to work less than eight (8) hours a day (e.g., cleaners), shall be entitled to the benefits herein provided, including holidays, leaves with pay, vacations, sick leave, on a pro rata basis and to the welfare benefits as set out in sections 18.01 and 18.02.
- 19.03(a) Work in excess of the time scheduled from time to time for any such part-time employee shall be voluntary.
- (b) If a part-time employee agrees to additional hours over and above those scheduled from time to time in order to do the work of an employee in a higher pay classification who is absent, the payment for the additional hours shall be at the higher rate of pay. This clause becomes effective on the first day of the month following ratification of this Agreement.

Temporary Employees

- 19.04(a) A "temporary position" is one which the Board believes will not continue for more than one year. The Board may advertise such position as a temporary position, provided the position is posted, if required, under Article 13.
- (b) A "term employee" is a person hired by the Board to fill a temporary position.
- (c) The employment status of a term employee is neither probationary nor permanent.
- (d) The employment will terminate upon completion of the job for which the term employee was hired or upon the expiration of the specified time period.
- 19.05 Term employees shall be entitled to receive the appropriate wage rate of the job classification as set out in Appendix A.
- 19.06 Term employees who have completed ninety (90) working days shall be entitled to sick leave credits in accordance with the sick leave plan, Article 15, and the coverage under the benefit plans set out in Article 18, with the exception of the Ontario Municipal Employees Retirement System, Group Life Insurance and LTD.

- 19.07 An employee who has accepted a term position may bid for posted positions which begin after the end of the duration of the term position.
- 19.08(a) Employees who have one (1) year of continuous service with the Board in temporary positions, will be deemed to begin a probationary appointment on the day following the first anniversary of their appointment.
- (b) Further, employees who have one (1) year of continuous service with the Board in temporary positions, and who will continue in the same position which they have held for the past ninety (90) working days, will be deemed to have completed their probationary period on the day following the first anniversary of their appointment, notwithstanding clause 12.01.
- 19.09 If a temporary position subsequently becomes a permanent position, the temporary position will be deemed to have ended and the Board shall post the position.

ARTICLE 20

MISCELLANEOUS

20.01 The Board shall continue to supply uniforms to employees, who shall remain responsible for the laundering and repair thereof, on the following basis:

- (a) cleaners will be supplied with three (3) smocks per year,
- (b) maintenance and truck driver employees shall be issued every two (2) years one (1) cap, one (1) jacket and one (1) winter coat,
- (c) each employee, other than cleaners, shall be issued annually two (2) pairs of pants, three (3) shirts and a tie; however:
 - (i) maintenance employees may substitute one (1) pair of coveralls for one pair of pants;
 - (ii) caretakers may substitute to the closest dollar value of three (3) shirts, two (2) pair of pants and a tie, a jacket, winter coat or cap;
 - (iii) summer weight pants and short-sleeved shirts may be obtained in lieu of heavy weight pants and long-sleeved shirts;
- (d) such of the aforementioned clothing as may be appropriate for the season shall be worn by employees on duty.

Each maintenance, truck driver, courier and warehouse employee shall be required to wear safety boots. To assist these employees and any other employee required by the Board to wear safety boots in the purchase of boots, the Board shall give each employee, provided the employee has completed probation, an allowance of seventy dollars (**\$70**) once every twelve (12) months and payable with the last pay of January each year.

20.02 The Board shall provide bulletin boards accessible to the employees and shall post notices of Union meetings and other notices approved by the Co-ordinator of Personnel on such boards.

20.03 The Board shall supply all tools and equipment required by employees, other than maintenance employees, in the performance of their duties. The Board shall cause to be sharpened twice each year up to four (4) saws of each carpenter. The Board shall continue to supply all hacksaw blades and drill bits. The Board shall pay a tool allowance once every twelve (12) months and payable with the last pay of January each year to each employee in the undermentioned classifications provided the employee has completed probation:

carpenter, plumber,	\$90.00
electrician & steamfitter	90.00
mason, tile setter & glazier	75.00
field service technician	75.00
fire alarm technician	75.00
maintenance mechanic	75.00

20.04 (a) Effective the first day of the month following ratification by both parties, any employee who is required to use a car (or other approved vehicle) in connection with the employee's work, shall be paid a travel allowance at the following rate:

\$0.31 per kilometre for the first 5,000 kilometres in a calendar year, and

\$0.25 per kilometre for subsequent kilometres travelled.

(b) Effective September 1, 1991, the Board will increase the rate payable in 20.04(a) to:

\$0.34 per kilometre for the first 5,000 kilometres in a calendar year, and

\$0.27 per kilometre for subsequent kilometres travelled.

(c) If public transportation is used for one kilometre or more, the Board will pay the full fare.

20.05 If any member of the caretaking staff is absent from work during the school year, the Board shall supply substitute help by way of a spare or supply caretaker by at least the day after the second day.

- 20.06 The Board shall permit the Local Union at its expense to have installed a telephone in the caretakers' room occupied by the President and the Chief Steward of the Local Union to enable them to carry out their duties.
- 20.07 For any use of schools outside of normal working hours the principal shall arrange for sufficient employees to clean the school before normal classes commence.
- 20.08 The Board shall discuss with up to three (3) representatives of the Local Union the existing facilities for eating and changing for caretakers in school buildings and for Union members at the shop and warehouse with a view to alleviating any substandard conditions. In the event the Board proposes to convert to a different use any room presently used by caretakers for eating, it shall first discuss the matter with the representatives of the Local Union.
- 20.09 { A Union/Management meeting between officers of the Local Union and representatives of management may meet periodically to discuss matters of mutual concern. **Union and Management will each be represented by a maximum of six (6) representatives.** The party requesting the meeting shall provide a proposed agenda with any request for such a meeting. When meetings are held during an employee's working hours, no loss of pay will result.
- 20.10 The Board shall:
- (i) discontinue paying the incumbents in the job of head caretaker in each school which had not been converted to the Code System "red-circled" wage rates;
 - (ii) introduce a revised Code System as set out in the school check list appended to Schedule A; AND
 - (iii) place any "red-circled" incumbent in an eighteen (18) or nineteen (19) room school in Code 2 and any incumbent in a twenty (20) room school in Code 3.
- 20.11 Retroactivity - The monetary improvements provided for by the new Agreement shall apply to all employees on the Board's payroll on the date of ratification by the Union and to any employees up to the date of their retirement after June 30, 1990, and to the estate of any deceased employee up to the date of death after June 30, 1990.

ARTICLE 21

SKILLS AND TRAINING

25
B-1

- 21.01(a) Subject to the availability of funds, the Board, in each school year, shall ~~pay the cost of tuition and the books required of~~ employees to pursue a program leading To qualifications as a **fourth class** stationary engineer or other courses approved by the Board. . Any funds granted to an employee for such purpose shall be in accordance with the following:
- (i) the applicant shall have a minimum of **three** (3) years experience with the Board;
 - (ii) applications shall be submitted in writing not later than June 30 to the Coordinator of **Personnel**;
 - (iii) selection shall be made by a committee comprised of equal numbers of employees and the Board's administrative officials but not more than three (3) of each;
 - (iv) the committee shall make recommendations to the Director of Education taking into consideration the **recommendation of the applicant's manager** and the relative lengths of service of the applicants.
- (b) If the funds available are insufficient, the committee may apportion the available funds among the applicants.
- (c) The Board will make every reasonable effort to provide eligible employees with the opportunity to obtain the required steam time by:
- (i) establishing a training centre(s) at one/two secondary schools with registered steam plants;
 - (ii) reserving one of the assistant caretaker positions at such training centre for the assignment of eligible employees on a revolving basis;
 - (iii) paying eligible employees while assigned to the training centre the regular basic wage rate received just prior to such assignment; and

- (iv) temporarily filling positions held by such employees during the training period without posting the vacancy.

ARTICLE 22

JOB MODIFICATION

Hiring the Handicapped

12/9

22.01 In the event that the Board wishes to employ a person or to arrange for the return to work of an employee who has a disability that constitutes a handicap (as defined in section 9 (b) of the Human Rights Code) in the performance of any work to be done by such person or employee for the Board, the Board may, with the consent of the Local Union and the person or employee concerned or the parent or guardian thereof, enter into an arrangement which provides for a wage rate, benefits and/or hours of work less than those provided in this Agreement.

Workers' Compensation Cases

22.02(a) The Board agrees to meet its obligations under the Workers' Compensation Act with respect to every employee who suffers injury by accident arising out of and in the course of employment with the Board, and who has been deemed fit to return to work.

(b) The Board agrees to establish a committee comprised of not more than two (2) representatives of the Union and two (2) representatives of the Board. The committee's terms of reference will be to make recommendations to affected employees and the Board regarding employment opportunities for injured workers, including modifications to the existing jobs and descriptions of other jobs appropriate to such employees' capabilities.

The committee will take into account:

- (i) the type of work the individual is capable of performing;
- (ii) the medical and physical restrictions imposed on the individual by a legally qualified medical practitioner(s);
- (iii) the level of the individual's physical and occupational abilities;
- (iv) the level of educational qualifications possessed by the individual; and

- (v) the type of training or modification of the job required in order for the individual to fully and capably perform the major responsibilities of an available rehabilitative employment assignment.

- (c) Should jobs be recommended by the committee requiring a new wage rate, the committee shall advise the Board and the Union, and the parties shall meet to negotiate an appropriate rate of pay for the new job or classification.

14
1

ARTICLE 23

SEXUAL HARASSMENT

23.01 The Sexual Harassment Policy and complaint procedures as established by the Board and as amended from time to time shall apply to all employees covered by this Collective Agreement.



ARTICLE 24

TERMINATION

24.01 Except as otherwise expressly provided herein, this Agreement shall become effective on the 1st **day** of July, 1990. It shall terminate at midnight on June 30, 1992.

ARTICLE 25

NOTICE OF RENEWAL

25.01 Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on ten (10) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested. In the event such notice is given, then, notwithstanding the subsequent termination of this Agreement, the Board shall not, except with the consent of the Union, alter the rates of wages or any other term or condition of employment or any right, privilege or duty of the Board, the Union or the employees and the Union shall not, except with the consent of the Board, alter any term or condition of employment or any right, privilege or duty of the Board, the Union or the employees, until the lapse of the appropriate period referred to in section 72(2) of The Labour Relations Act or until the right of the Union to represent the employees has been terminated, whichever occurs first. The grievance procedure, as provided herein, including arbitration shall be available during the period while the aforesaid prohibitions continue in force with respect to any grievance or policy difference arising with respect to said rates of wages or any other term or condition of employment or any right, privilege or duty of the Board, the Union or the employees.

25.02 For the purpose of sending proper notices herein, the following shall be the addresses of the respective parties:

Senior Superintendent of Employee Relations
Metropolitan Separate School Board
80 Sheppard Avenue East,
Toronto, ON
M2N 6E8

Canadian Union of Public Employees
10 Milner Business Court, Suite 700
Scarborough, ON
M1S 3P8

Recording Secretary
Local 1280
Canadian Union of Public Employees
(as the Board is notified)

25.03 **Any** notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

IN WITNESS WHEREOF the Board has caused its corporate seal to be affixed hereto under the hands of its proper officers in that behalf and the authorized representatives of the Union and of the Local Union have set their hands and seals.

EXECUTED at Toronto as of the date first above written.

For the Board

A. J. ...
J. ...
N. ...
L. C. ...
A. ...
D. ...
R. ...

For the Union

R. B. ...
E. ...
Julius ...
Alfonso ...
Stacioppo

SCHEDULE A

Classification

	Jul 1/90	Jul 1/91	Code
Head Caretaker			
0 - 29,999 sq ft	15.90	16.72	1
30,000 - 39,999	16.26	17.10	2
40,000 - 54,999	16.41	17.26	3
55,000 - 74,999	16.64	17.50	4
75,000 - 89,999	16.95	17.83	5
90,000 - 99,999	17.36	18.26	6
100,000 - 129,999	17.94	18.88	7
130,000 - 199,999	18.57	19.53	8
200,000 sq. ft. & over	19.21	20.20	9
Spare Caretaker	15.83	16.66	
Assistant Caretaker	14.74	15.51	
Cleaner	14.00	14.73 ✓	
Permit Supervisor	13.51	14.21	
Junior Warehouseman	15.04	15.82	
L/H Truck Driver	15.35	16.14	
Truck Driver	14.74	15.51	
General Maintenance	14.74	15.51	
Electrician	22.86	24.05	
Plumber	23.45	24.67	
Steamfitter	23.45	24.67	
Carpenter	21.59	22.71	
Senior Carpenter	22.22	23.37	
Glazier	20.62	21.69	
Mason/Tilesetter	21.59	22.71	
Field Service Tech.	19.21	20.20	
Fire Alarm Tech.	19.21	20.20	
Maintenance Mechanic	16.88	17.76	

- . Caretaker required to have qualifications as a Stationary Engineer plus 32 cents per hour **effective July 1, 1990 and 33 cents per hour effective July 1, 1991.**
- . Truck Driver required to have a "D" Licence plus 16 cents per hour **effective July 1, 1990 and 17 cents per hour effective July 1, 1991.**
- . During the probation period, an employee's hourly rate shall be 75 cents an hour less than the employee's rate set out above for **new employees, effective March 1, 1991.**

APPENDIX B

SUPPLEMENTAL MPI BENEFITS (SUB) PLAN

1. The object of this **SUB** Plan is to supplement the unemployment insurance (U.I.) benefits received by employees from the Canada Employment and Immigration Commission **for** temporary unemployment caused by pregnancy or adoption leaves granted in accordance with, and pursuant to, the Collective Agreement to which this Plan is appended.
2. The other requirements for receipt of a SUB are:
 - (a) the employee must be eligible to receive U.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission;
 - (b) an application for SUB must be made by the employee on a form to be provided by the Board and the employee shall provide verification of the approval of the U.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission;
 - (c) the employee shall sign an agreement with the Board indicating:
 - (i) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the Collective Agreement to which this Plan is appended) after returning from the employee's pregnancy leave or adoption leave (and any subsequent leave granted by the Board under the terms of the Collective Agreement to which this Plan is appended;) and
 - (ii) that should the employee not comply with (i) above, the employee shall reimburse the Board any monies **paid** to the employee under this SUB plan.
3. **An** employee must have applied **for** U.I. benefits before a SUB becomes payable.
4. **An** employee disentitled **or** disqualified from receiving U.I. benefits shall not be eligible for a **SUB**. **A** SUB payment shall be made only when it has been verified that the employee has applied and qualified for U.I.
5. **An** employee shall not have the right to a **SUB** payment except for supplementation of U.I. benefits **for** the unemployment period as specified by this Plan.

6. The benefit level paid under this Plan is set at a weekly rate equal to the benefit payable by the Canada Employment and Immigration Commission. It is understood that in any week, the total amount of the SUB U.I. gross benefits and any other earnings received by the employee shall not exceed 95% of the employee's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations. DEF
9/11/80
\$11-60
- 817
7. The two week waiting period before U.I. benefits commence is the maximum number of weeks for which a SUB is payable.] !?-
8. The duration of this Plan is from the first day of January, 1991, or the date of approval of this Plan by the Canada Employment and Immigration Commission, whichever is later, until December 31, 1992. Should the Canada Employment and Immigration Commission remove approval of the Plan, the Plan becomes null and void.

LETTER OF INTENT
REVIEW OF CLASSIFICATIONS FOR HEAD CARETAKERS

November 1, 1990

Dear Mesdames/Sirs:

During the course of the negotiations for the renewal of the Collective Agreement, the Board has agreed to explore, with the Union, the possibility of reviewing the existing classifications for head caretakers. This review will be conducted by a committee composed of no more than three (3) members of the Board and three (3) members of the Union. The terms of reference for this committee will be to develop recommendations regarding the number of classifications and the criteria for their determination. The committee will make its recommendations to the Union and the Board not later than February 28, 1992.

FOR THE BOARD

L. C. Cromien

FOR THE UNION

Ralph Carnovale

October 24, 1990

Mr. G. Jamieson
President
CUPE Local 1280
c/o Secondary Schools Field Centre

Dear Mr. Jamieson:

RE: Maintenance of Private Schools

At this time there are no employees who are members of CUPE Local 1280 who are providing maintenance and/or caretaking duties in facilities operated by any private high school. In the future, should the Board enter into an agreement with a private high school, the provisions of clauses 12.10 and 12.11 as set out in the 1988/90 Collective Agreement, and which are applicable to the maintenance of private school facilities, will be reinstated.

- 12.10 In the event the Board proposes to contract out any work normally performed by employees, other than work normally performed by the trades, or if a private high school decides not to use employees for maintenance and/or caretaking duties, the Board shall notify the Local Union at least two months in advance, where possible, and discuss with the Union such proposal or decision.
- 12.11 In the event the Board proposes to lay off or terminate any employee as a result of a change in method now in effect with the Board or as a result of any private high school deciding to discontinue using employees for maintenance and/or caretaking duties, the Board shall offer each of such employees, provided the employee has completed the probationary period, other employment with the Board which for at least six (6) months shall be at a wage rate not less than the employee was getting and the Board shall otherwise apply the provisions of section 12.06.

Sincerely,



L. C. Cromien
Deputy Director of Education
Human Resources

October 30, 1990

Mr. Granvil Jamieson
President
CUPE Local 1280
c/o Secondary Schools Field Centre

Dear Mr. Jamieson:

RE: OHIP

In recognition that, effective January 1, 1990, OHIP was fully funded by means of an employer payroll tax, it is agreed that all Collective Agreement provisions with respect to OHIP will be removed from the Collective Agreement. If later OHIP funding reverts back to a premium payment system, it is agreed that all OHIP provisions, removed as a result of employer payroll tax funding, will be reinstated in the Collective Agreement, with funding up to 100% of the premium levels in effect on December 31, 1989.

Yours truly,



L. C. Cromien
Deputy Director of Education
Human Resources