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COLLECTIVE AGREEMENT

between

THE SAULT STE. MARIE BOARD OF EDUCATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local **16**, Plant Department

Effective

1991 03 01 - 1992 02 29

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- INDEX -

- 1.0 PURPOSE
- 2.0 RECOGNITION
- 3.00 NO DISCRIMINATION
- 4.00 RESERVATION OF MANAGEMENT RIGHTS
- 5.00 UNION SECURITY
- 6.00 COMMITTEES
 - 6.1.1 GRIEVANCE COMMITTEE
 - 6.2.1 NEGOTIATING COMMITTEE
 - 6.3.1 HEALTH & SAFETY COMMITTEE
 - 6.4.1 AFFIRMATIVE ACTION
 - 6.5.1 JOB EVALUATION COMMITTEE
- 7.0.0 GRIEVANCE PROCEDURE
- 8.0.0 ARBITRATION
- 9.0.0 NO STRIKES OR LOCKOUTS
- 10.0.0 EMPLOYEE DEFINITION
- 11.0.0 PROBATION FOR NEW EMPLOYEES
- 12.0.0 SENIORITY/SERVICE
- 13.0.0 LOSS OF SENIORITY
- 14.0.0 JOB POSTING
- 15.0.0 HOURS OF WORK
- 15.6.1 SUMMER, CHRISTMAS, SPRING VACATION PERIODS
- 16.0.0 OVERTIME
- 17.0.0 WAGE RATES AND CLASSIFICATIONS
- 18.0.0 ABSENTEEISM
- 19.0.0 PAYDAY
- 20.0.0 SICK LEAVE
- 21.0.0 LEAVE OF ABSENCE
- 22.0.0 COMPASSIONATE LEAVE
- 23.0.0 DEDUCTION FOR ABSENCE
- 24.0.0 VACATIONS
 - 24.2.2 **PRE** RETIREMENT VACATION
- 25.0.0 **RECOGNIZED** HOLIDAYS
- 26.0.0 PENSIONS
- 27.0.0 EMPLOYEE BENEFITS
- 28.0.0 FIRST AID KITS
- 29.0.0 CONTRACTING OUT
- 30.0.0 NOT ALLOCATED
- 31.0.0 GENERAL
- 32.0.0 **DURATION AND RENEWAL OF CONTRACT**
 - LETTER OF INTENT**
 - LETTER OF UNDERSTANDING #1

-- INDEX --

	<u>PAGE NO.</u>	
18.0.0	ABSENTEEISM	33
6.0.0	AFFIRMATIVE ACTION	11
8.0.0	ARBITRATION	13
10.3.1	CASUAL EMPLOYEE	15
6.0.0	COMMITTEES	8
22.0.0	COMPASSIONATE LEAVE	42
29.0.0	CONTRACTING OUT	52
32.0.0	DURATION AND RENEWAL OF CONTRACT	54
27.0.0	EMPLOYEE BENEFITS	51
10.0.0	EMPLOYEE DEFINITION	15
6.4.1	EMPLOYMENT EQUITY	9
28.0.0	FIRST AID KITS	52
31.0.0	GENERAL	52
6.1.1	GRIEVANCE COMMITTEE	8
7.0.0	GRIEVANCE PROCEDURE	11
6.3.1	HEALTH & SAFETY COMMITTEE	9
15.0.0	HOURS OF WORK	23
6.5.1	JOB EVALUATION COMMITTEE	9
14.0.0	JOB POSTING	14
21.0.0	LEAVE OF ABSENCE	39
	LETTER OF INTENT	56
	LETTER OF UNDERSTANDING #1	57
13.0.0	LOSS OF SENIORITY	18
30.0.0	NOT ALLOCATED	52
6.2.1	NEGOTIATING COMMITTEE	9
3.0.0	NO DISCRIMINATION	5
9.0.0	NO STRIKES OR LOCKOUTS	14
16.0.0	OVERTIME	30
19.0.0	PAYDAY	36
26.0.0	PENSIONS	50
24.2.2	PRE RETIREMENT VACATION	47
11.0.0	PROBATION FOR NEW EMPLOYEES	16
1.0.0	PURPOSE	4
2.0.0	RECOGNITION	4
25.0.0	RECOGNIZED HOLIDAYS	49
4.0.0	RESERVATION OF MANAGEMENT RIGHTS	6
12.0.0	SENIORITY	17
20.0.0	SICK LEAVE	36
15.6.1	SUMMER, CHRISTMAS, SPRING VACATION PERIODS	28
6.6.1	UNION/MANAGEMENT COMMITTEE	10
5.0.0	UNION SECURITY	7
24.0.0	VACATIONS	44
17.0.0	WAGE RATES AND CLASSIFICATIONS	32
6.7.1	WORKLOAD COMMITTEE	10

COLLECTIVE AGREEMENT

Affective as of the **1st** day of March **1991**

between

THE SAULT STE. MARIE BOARD OF EDUCATION
Hereinafter referred to as the "**BOARD**"
of the first part

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local **16**, Plant Department
Hereinafter referred to as the "**UNION**"
of the second part

ARTICLE 1.0.0 - PURPOSE

- 1.1.1.** The purpose of this Agreement is to set forth the rates of pay, hours of work and other working conditions that have been agreed upon, along with procedures for dealing with the grievances and complaints and to promote orderly and peaceful relations between the Board and its employees coming within the scope of this agreement.

ARTICLE 2.0.0 - RECOGNITION

- 2.1.1** The Union is recognised by the Board as the sole bargaining agency for any purpose covered by this Agreement, including hours of work, wages and working conditions for all employees of the Board classified as Cleaners, Caretakers, Custodians, **Custodian/Groundskeepers, Custodian/Groundskeeper-**in-charge, Maintenance, Stores and Cafeteria employees, excluding Supervisors and four **(4)** Assistant Supervisors in the Maintenance and Caretaking areas, and Noon Hour Aides.

- 2.1.2 Persons excluded from Article 2.1.1 of this Collective Agreement shall not perform work that **is** normally performed by bargaining unit employees, except in emergency or training situations, if such work would result in a lessening of regular or overtime hours for **any** employees covered by this Agreement.
- 2.1.3 No employee shall be required or permitted to make any written or verbal agreement with the Board or its representative which is contrary to the terms of this Collective Agreement.
- 2.1.4 Any student hired by the Board to perform the duties covered by the scope of this Collective agreement shall, for the purpose of this Agreement, be considered employees as defined in article **10.0.0**.

ARTICLE 3.0.0 - NO DISCRIMINATION

- 3.1.1 The Parties agree that there shall be no discrimination or coercion for any reason exercised by any of their officials or staff.
- 3.2.1 Where an employee has the necessary qualifications and/or has proven his or her ability to handle the work, there shall be no discrimination between male and female in the selection of a person for the position posted or the rate of pay for that position.
- 3.3.1 Employees shall retire on the day in which they reach their **65th** birthday. Employees are encouraged to retire at their earliest date in consideration of the **90** factor related to **OMERS** pension.

ARTICLE 4.0.0 - RESERVATION OF MANAGEMENT RIGHTS

- 4.1.1** Except as modified by this Agreement and to the extent specifically described in the Agreement, all rights and prerogatives of management are retained by the Board and remain exclusively and without limitations, within the right of the Board and its administration. Without limiting the generality of the foregoing, the Board's rights shall include:
- 4.1.2** The right of the Board to hire, direct, promote, demote, classify, transfer, suspend and lay off employees and also the right of the Board to discipline or discharge any employee for just cause ; provided, however, that a claim by an employee (who has acquired seniority) that he has been discharged, suspended, demoted or disciplined without just cause, or that the Board has exercised any of its other rights contrary to : terms of this Agreement may be the subject of a grievance and dealt with as hereinafter provided.
- 4.1.3** The right of the Board to determine qualifications, duties and responsibilities of positions.

- 4.2.1 The Union further **recognizes** the right of the Board to operate and manage its **business** in all respects in accordance with its **commitments** and responsibilities. The methods, processes and means of operation used, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery and tools are solely and exclusively the responsibility of the Board, subject to the terms of this Agreement. The Board also **has** the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this Agreement.
- 4.3.1 Any exercise of the above-noted rights by the Board that establish a new, changed or modified policy or practice will be communicated to the President, the Group Vice President and the Recording Secretary of the Union in writing as soon as possible.
- 4.4.1 The Board when affecting a transfer, will discuss the transfer with the Union.

ARTICLE 5.0.0 - UNION SECURITY

- 5.1.1 The Board shall deduct from the pay of each employee, as described in article **2.1.1** and who has been in the employ of the Board for **30** calendar days, such dues and assessments that may be levied by the Union. The total amount of dues deducted, together with a list of employees showing wages and hours of work for the pay period, shall be remitted to the National Treasurer of **C.U.P.E.** as soon as possible following each pay period.
- 5.2.1 The Union is responsible for keeping the Board informed of the name and address of the National Treasurer of **C.U.P.E.**

- 5.3.1** The Local **16** Secretary-Treasurer of the Union is responsible for informing the Board of the dues and assessments on regular pay to be deducted from each employee's pay, in accordance with Article **5.1.1**.
- 5.4.1** The Personnel Department of the Board agrees to acquaint new employees with the fact that a Union Agreement is in full force and effect and with the condition of employment set out in the articles dealing with Union security, dues and checkoff .
- 5.5.1** The parties **recognize** that up to **1975 12 31** employees of the Board covered by this Agreement shall be free to join or abstain from joining the Union. Employees who have elected to remain out of the Union shall be required to pay Union dues and assessments by payroll deductions in accordance with article **5.1.1**. Effective **1976 01 01**, new employees of the Board as a condition of continual employment shall become and remain members in good standing of the Union, not later than thirty **(30)** days after commencing employment with the Board.
- 5.6.1** The parties agree to properly and fairly resolve any work changes as a result of technological and automated changes with the desire to assist all employees affected and agree further that no present employee will have their employment terminated because of it.

ARTICLE 6.0.0 - COMMITTEES

Grievance Committee

- 6.1.1** The Board acknowledges the right of the Union to appoint a Grievance Committee of not more than three **(3)** members from the membership plus an Executive Officer. The Union Representative may be present at the request of either party.

Negotiating Committee

- 6.2.1 The Board agrees to pay the wages of up to three **(3)** members of the Union Negotiation Committee for negotiation sessions with the Board up to and including the initial involvement of a third party.
- 6.2.2 The parties agree to set aside a block of time at the start of negotiations in an effort to facilitate the bargaining process.

Health and Safety Committee

- 6.3.1 The parties acknowledge the formation of a Health and Safety Committee for the purpose of maintaining a safe work place for all employees, and in accordance with the Health and Safety Act of Ontario.

Employment Equity

- 6.4.1 The Board of Education has established an Employment Equity Committee to involve all groups of employees of the Board. Local **16 C.U.P.E.** Plant Department will be represented on the committee by two **(2)** members appointed by the Union. Absence from work to attend meetings shall be without loss of pay.

Job Evaluation Committee

- 6.5.1 The Board acknowledges the right of the Union to appoint a job evaluation committee of not more than three **(3)** members. Any meeting between this committee and the Board shall be at no cost to the Board.

Union/Management Committee

- 6.6.1 There shall be a Union/Management Committee composed of two representatives of the Union and two from the Board. The purpose of the committee is to discuss problems which arise dealing with the administration of this collective agreement; however, any discussions of the committee shall not replace or infringe upon the grievance procedure set out in article **7.0.0**.

Meetings shall be held as required on a mutually agreed date and **time**. The agenda for the meeting must be mutually agreed and arranged in advance of the **meeting**. Meetings will be scheduled through the Personnel Department.

6.7.1 Workload Committee

Notwithstanding **any** other provisions of the Collective Agreement, where an employee has a concern **about** his/her workload, the employee must first discuss the concern with the headcaretaker. If the situation is not resolved, the employee will discuss the concern with the Supervisor of Carestaff. If the situation is not resolved at this level, the employee **may** submit a letter to the Manager of Plant outlining the concern. The Manager of Plant will convene a meeting with the Supervisor of Carestaff (or designate), the Superintendent and the principal of the school concerned, the Group Vice President and the Chairperson of the Union's Workload Committee. When required, the Manager of Plant will request the employee and/or headcaretaker attend the meeting. The Manager of Plant will respond in writing to the employee with the decision of the Board. Any decisions of the committee are **not** subject to the grievance procedure unless otherwise provided in this agreement.

ARTICLE 7.0.0 – GRIEVANCE PROCEDURE

- 7.1.1** It is the mutual desire of the parties that complaints or grievances shall be adjusted as promptly as possible. The Board agrees to meet only with the Grievance Committee of the Union.
- 7.2.1** The Grievance Committee of three **(3)** shall have the right, with permission from proper authority, **as to** time and place to visit the work area **during** their investigation of a complaint.
- 7.3.1** All grievances and answers shall be in writing. Communications and meeting arrangements shall be made through the Employee Relations Department, on behalf of the Superintendent of Human Resources. Where deemed advisable communications shall be delivered by hand.
- 7.4.1** Step

If a complaint arises between an employee(s) and the employer, it shall first be discussed by the employee and the immediate supervisor. The employee shall have the right to be accompanied by a shop steward or an executive officer. If the complaint is not resolved to the satisfaction of the employee(s) it shall be considered to be a grievance and shall be settled in accordance with the following procedure.

The aggrieved employee or employees shall submit the grievance in writing to the Secretary of the Union and the Chief Shop Steward.

2step

If a dispute arises, and is not resolved between the supervisor and the employee, a grievance may be submitted, in writing, to the Board within ten **(10)** working days of the event or occurrence which gave rise to the dispute. The Union Grievance Committee will meet with the Plant Department **Management** Committee within three **(3)** working days of the written notice of a grievance. The decision resulting from this meeting shall be forwarded to the Chief Shop Steward within three **(3)** working days of the meeting. If the Board fails to communicate their decision, the grievance may be submitted to Step **3**.

Step 3

The Grievance Committee shall meet with the Superintendent of Human Resources within 3 working days of the decision in Step **2**. Results shall be communicated within 5 working days of the meeting. **Failure** to communicate, or to settle the grievance may be submitted to Step **4**.

4step

The Grievance Committee shall meet with the Board Trustee Committee within eight **(8)** working days of the decision in Step **3**. Results shall be communicated within six **(6)** working days of the meeting. Failure to communicate, or to settle the grievance may be referred to article **8.1.1** arbitration, within sixty **(60)** days of the meeting date at Step **4**.

- 5.1** The Board will grant time off with pay, for not more than three **(3)** of the Grievance Committee plus the **grievor**, when meetings with the Board require absence from regular employment.

- 7.6.1 Complaint and grievance time limits will be enforced. Waiving of time limits at any step will require mutual consent. Notwithstanding the above, an Arbitration Board shall have **the** right to waive any violated time limits set **out** in the grievance procedure on such terms as it deems desirable.
- 7.7.1 Difference of a general nature arising between the parties regarding interpretation, application or alleged violation may be submitted in writing at Step 3 of this grievance procedure within sixty **(60)** days of the origin of such difference.
- 7.8.1 Failure of the **grievor** or the Union to process a grievance to the next step in the grievance procedure shall not be deemed to have prejudiced the Union of any future similar grievance.

ARTICLE 8.0.0 - ARBITRATION

- 8.1.1 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is **arbitratable**, or where an allegation is made that this Agreement has been violated, either of the parties **may**, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference, or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of this notice shall, within five days, advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within five **(5)** days of the appointment of the second of them, appoint a third person who shall be the chairperson.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within the **time** limit, the appointment shall **be** made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference of allegation and shall issue a decision and the decision shall **be** final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, **but** if there is no majority the decision of the **chairpeson** shall govern.

- 8.2.1** Notwithstanding **8.1.1** the parties agree that either party shall have **the** option of selecting a single arbitrator as provided for in the Ontario Labour Relations **Act**.
- 8.3.1** No grievance shall be defeated by any formal or , technical objection. The Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to reach a decision according to equitable principles and the justice of the case.
- 8.4.1** Each of the parties of this Collective Agreement will jointly bear the expense of an Arbitration Chairperson or single Arbitrator, on an equal basis.
- 8.5.1** Arbitrators shall not alter, modify, or amend any part of this Agreement or make any decision inconsistent with the provisions.

ARTICLE **9.0.0** - NO **STRIKES** OR **LOCKOUTS**

- 9.1.1** There shall be no strikes or **lockouts so long as** this Agreement continues to operate under the Ontario Labour Relations **Act**.

ARTICLE 10.0.0 - EMPLOYEE DEFINITION

- 10.1.1** Full time employees are those employees who **hav** been appointed to a position of seven **(7)** hour per day, thirty-five **(35)** hours per week, and **wh** have successfully completed their **probationar** period.
- 10.2.1** Part time employees are those employees **appointe** to a position of cleaner, cafeteria, head caretaker of a Group 3 school, who work less **tha** seven **(7)** hours per day, or less than **thirty-fiv** **(35)** hours per week and who have **successfull** completed their probationary period.
- 10.3.1** Casual employee - The Board has the right t engage casual employees as required, so long a they, in so doing, do not lessen the regular **wor** week of a full or part time employee. Tim worked by a casual employee shall not be **consi** **dered** as time served for the probationary period
- 10.3.2** The rights and privileges of a casual **employe** for the purpose of this Collective Agreement, **ar** limited to the following articles: **14.1.7, 16.1.1 16.5.1, 16.6.1, 16.6.2, 17.1.1, 17.2.1, 17.3.1 18.1.1, 19.0.0, 20.5.2, 24.1.4, 25.2.1, 25.3.1.**
- 10.3.3** A casual employee may refuse to replace an **absen** employee in a school listed below, only when the do not live in the area of that school:
- (1) Montreal River
 - (2) **C. O. Somes**
 - (3) Mountain View
 - (4) **Searchmon t**
 - (5) **Aweres**
 - (6) **R. M. Moore**

10.5.1 A position may have the status of:

- (a) Twelve (12) month. The term twelve (12) month position shall mean the employee appointed is required to work twelve months of the year.
- (b) Ten (10) month. The term ten (10) month position shall mean that the employee appointed shall normally work from September 1st to June 30 on regular working days.
- (c) School Days Only. The term school days only position shall mean that the employee appointed is required to work on those days on which students are normally in attendance and those days designated as professional development for teachers.

10.6.2 Custodian/groundskeeper will be informed in writing, each year, of the date they are to report to the Maintenance Department for groundskeeper duties and the date on which they return to their custodian duties. Groundskeepers will not return to custodian duties for day to day assignments during the term specified above.

ARTICLE 11.0.0 - PROBATION FOR NEW EMPLOYEES

11.1.1 All newly appointed employees shall serve a probationary period of sixty-five (65) days worked from their date of appointment to a full or part time position.

11.2.1 Employees, while serving a probationary period, shall be entitled to all rights and benefits as specified in this collective agreement, and on successfully completing the probationary period shall have for seniority purposes, their employment dated to the date of their appointment to a full time or part time position.

ARTICLE 12.0.0 – SENIORITY/SERVICE

12.1.1 Seniority shall commence with the Board from the first date of appointment to a full or part time position and is designed to give each employee an equitable measure of opportunity and job security.

Seniority shall be maintained and accumulated during:

- i) any period of layoff for a period of twelve months;
- ii) any sick leave, **LTD** or period of **WCB**;
- iii) any leave of absence granted by the Board.

12.1.2 Service shall be defined as the length of actual service (accrued in hours) with the Board from the employee's most recent date of hire and shall not include any period of time during which the employee does not receive a salary from the Board. One year of service shall **be** defined as **1820** hours and does not include overtime hours.

12.2.1 A seniority list showing the name, classification, employee status (full time or part time) will be prepared by the Board with an effective date of January 1 of each year and a posting date of January **15th**. Copies of the seniority list shall be forwarded to the Union in accordance with Article **31.7.1**.

12.2.2 An employee noting an error in his or her seniority will make it known to the Union Secretary as soon as possible. Any errors **recognized** will cause new revised lists to be posted by the Board.

12.3.1 The Board will maintain a date of hire list for all casual employees. The list shall be posted in September and March. Copies will be distributed in accordance with article **31.7.1**.

ARTICLE 13.0.0 - LOSS OF SENIORITY

13.1.1 An employee shall lose seniority and employment shall be deemed to have terminated under the following conditions, if an employee:

i) resigns;

ii) is discharged, and such discharge is not reversed through the grievance or arbitration procedure;

iii) fails after a layoff to return to work within seven **(7)** working days after the Board has given notice of recall by registered mail, unless an extension is granted by the Board or its officials due to an emergency or other pressing reason;

iv) is laid off by the Board in excess of twelve **(12)** months;

v) absents oneself from work without a bona fide reason acceptable to the Board;

vi) fails to return to work promptly after the expiration of any leave or vacation granted without a bona fide reason acceptable to the Board.

13.2.1 In the event of a layoff, it shall be in order of seniority. Reduction in the work force shall be accomplished in the following manner;

i) surplus employees shall be moved laterally within their own job class and in accordance with seniority.

ii) An employee who does not hold a position within his/her own job class, shall have the option of moving to another job class in progressive steps in either direction, in accordance with seniority provided the employee is qualified, or has the equivalent experience to do the job. Refusal to accept such a move shall be deemed to be a resignation from the Board.

iii) An employee relocated according to number ii) above shall return to any equivalent vacant or newly created position within the former job class.

iv) An employee who is off work due to layoff shall have the option of returning to any position vacancy for which the employee is qualified or has the equivalent experience to do the job. Refusal to accept a vacancy which has been offered shall be considered as a resignation from the Board, except when the recall is to **Searchmont**, Mountain View, **C. O. Somes**, Montreal River, **Averes** or **R. M. Moore**, then the employee may refuse that recall.

13.2.2 The return to former job class position as provided for in iii) and iv) above shall be limited to twelve **(12)** months.

13.2.3 An employee is considered to be laid off when:

i) there is a reduction in the work force;

ii) there is a reduction in a full time employee's hours of work;

iii) where an employee's position is declared redundant.

13.3.1 Any full or part time employees on layoff shall have, for twelve **(12)** months from the date of layoff, the opportunity for casual work required by the Board, prior to such work being offered to casual employees. Casual work shall be offered to the laid off employees in seniority order as opportunities arise, and shall be for the duration of the available opportunity. Seniority shall not be used for placement into preferred opportunities.

Notwithstanding **13.1.1 iv)**, any casual work performed by a laid off employee shall cause their recall period to be extended by one day for each day or part thereof worked to a maximum of twelve **(12)** months.

13.4.1 It shall be the duty of all employees to notify the Board promptly, in writing, of any change of address. If an employee should fail to do this, the Board shall not be responsible for failure of a notice to reach him/her, and any notice sent by the Board by registered mail to the address which appears on the Board's personnel record, shall be deemed conclusively to have been received by the employee or laid off person.

13.5.1 In the event the Board is required to lay off employees covered by this Agreement, all full and part time employees will be notified at least thirty **(30)** calendar days prior to layoff. If the employee has not had the opportunity to work the days as provided in this article, he/she shall be paid for the days for which work was not made available.

ARTICLE 14.0.0 - JOB POSTING

14.1.1 When a vacant or newly created position occurs within the scope of this Agreement, the following procedure shall prevail for the filling of that position:

i) by recall of a laid off employee, as per article **13.0.0**, then

ii) by posting.

14.1.2 Positions shall be declared vacant and posted when not filled by **14.1.1 i)**. Positions shall be posted within ten **(10)** working days of being declared vacant, exclusive of:

i) July and August, when vacancies are not posted;

ii) Where the vacancy is the result of a retirement, and then it may be posted up to sixty **(60)** working days prior to the retirement date.

14.1.3 Positions shall be posted for seven **(7)** calendar days with an opening and closing date and time clearly indicated.

14.1.4 Employees absent during any posting shall have the right to apply for such position within three **(3)** days of their return, but not later than fourteen **(14)** days from opening date of posting.

14.1.5 Appointments shall be made on the basis of seniority, qualifications and/or **equivalen'** experience and medical fitness. If a **senior** applicant is rejected, the applicant will be advised in writing of the reason(s) for the rejection.

- 14.1.6 Posting shall contain job description, wage rates, qualifications and/or equivalent **xperience** required, hours of work, shift to be worked, and shall be open to all full or part time employees within this Collective Agreement.
- 14.1.7 Postings which remain vacant , following the above posting, shall be offered to casual employees in accordance with Article **14.1.5**. The date of hire will be used in place of seniority as specified in article **14.1.5**. The Union will be advised of appointments.
- 14.1.8 The Board will notify the Union of those applying and the successful applicant.
- 14.1.9 The Board shall not advertise for additional employees within the scope of this Agreement until present employees have full opportunity to **apply**.
- 4.1.10 It shall be clearly understood that a vacancy is deemed to be declared when an applicant has been duly informed of an appointment through job posting.
- 4.2.0 In the event a part time position becomes a full time position it shall be posted according to Article **14.1.1**.
- 4.2.1 A vacancy occurs and the position shall be posted when an employee:
- i) is appointed to another position;
 - ii) is discharged or demoted from a position;
 - iii) is on approved absence for a period in excess of twelve **(12)** months;
 - iv) is absent due to illness or Workers' Compensation in excess of twelve **(12)** months;
 - v) resigns from a position.

- 14.2.2 An employee returning to work from leave of absence, illness, or Workers' Compensation, or from absence which extends beyond twelve (12) months, shall return to a position within their own job class, according to seniority, or in accordance with the procedure outlined in Article 13.2.1 ii) and iii) and Article 13.2.2.
- 14.2.3 An employee who is a successful applicant for a vacancy shall not be entitled to apply for any other vacancy for a prior of three (3) months, except where a promotion for such employee is involved. A promotion is to be defined as advancement in rank, job class, or pay. When an employee is appointed to a posted position they may return to their previous position within five (5) working days of appointment.

ARTICLE 15.0.0 - HOURS OF WORK

- 15.1.1 Full time employees shall work a regular work week of thirty-five (35) hours with two consecutive days off.
- 15.2.1 The work week shall commence at 12:01 AM Monday and conclude at 12:00 Midnight on Sunday.

- 5.3.1 (a) **SCHOOL GROUPS:** All buildings operated by the Board shall be placed in a group according to size of building and staff required, as follows:

Group

C.O. Some
Franklin Bldg.
M. J. Dacey

Montreal River
Searchmont

Group 2

Alex Muir
Anna **McCrea**
Averes
Bay View
Ben **R. McMullin**
Eastview
Etienne Brule
Education Centre
F. Ii. Clergue
Grandview
Greenwood
H. M. Robbins
Isabel Fletcher
James Lyons
King George

Kiwedin
Manitou Park
Mountain View
Northern Heights
Parkland
Prince Charles
Prince of Wales
Queen Elizabeth
Rankin
Riverview
R. M. Moore
Rosedale
S. F. Howe
Tarentorus
Wm. **Merrifield VC**

Group 1

Secondary Schools
Collegiate Centre

- (b) The time provided to clean a normal classroom, or equivalent thereof, is thirty minutes per day, to be used as follows :
- day to day cleaning - **20** minutes;
 - progressive cleaning program - **10** minutes.

15.3.2 Group 3

- (a) Headcaretakers appointed to a position in group 3 schools shall work as many hours per day, up to a maximum of seven (7) hours, as required by the Board. Hours of work shall be between the hours of 7:00 AM and 4:30 PM with a minimum of two (2) hours unpaid lunch time.
- (b) Headcaretakers in Group 3 schools shall be the only carestaff assigned to those schools.

15.3.3 Group

- (a) Headcaretakers appointed to a position in group 2 schools except the Education Centre shall work seven (7) hours per day, from 7:00 AM to 4:00 PM with two (2) hours unpaid lunch time from 10:00 AM to 12:00 Noon.
- (b) Headcaretakers appointed to the Education Centre shall work 7 hours per day between the hours from 7:00 AM and 3:30 PM with one hour unpaid lunch time from 11:00 AM to 12:00 Noon.
- (c) Custodians appointed to a position in group 2 schools shall work seven (7) hours per day from 3:30 PM to 11:00 PM with one half (1/2) hour unpaid lunch time from 7:30 PM to 8:00 PM. Where the school is being used in the evening for community use, an alternate lunch time may be arranged.
- (d) Cleaners appointed to a position in Group 2 schools shall work up to seven (7) hours per day, 10 months of the year, as required by the Board on shifts between the hours of 3:45 PM to 11:15 PM with one-half (1/2) hour unpaid lunch time from 6:30 PM to 7:00 PM. Where the school is being used in the evening for community use, an alternate lunch time may be arranged. Full time cleaners in Group 2 schools shall work from 3:30 P.M. to 11:00 P.M. with one-half (1/2) hour unpaid lunch from 6:30 P.M. to 7:00 P.M.

- (e) Headcaretakers appointed to Group 2 schools shall be assigned approximately 9 areas (as specified in **15.3.1(b)**) which must be maintained during the daytime hours of work.
- (f) When a school has **21** areas or more a custodian will be assigned. Custodians appointed to Group 2 schools shall be assigned **12** cleaning areas during their hours of work. Should areas be opened for use or closed, the number of total areas could change, which may result in the **apointment** or removal of the custodian. The Board reserves the right to assign a custodian to schools with less than twenty-one (**21**) areas where the Board deems it necessary.

.3.4 Group 1

- (a) Caretakers appointed to a position in group 1 schools, except Collegiate Centre shall work seven (**7**) hours per day on shifts as follows:
 - (i) Headcaretakers - **7:00** AM to **3:00** PM with one (**1**) hour unpaid lunch time from **11:00** AM to **12:00** Noon.
 - (ii) Assistant Headcaretakers - **3:00** PM to **11:00** PM with one (**1**) hour unpaid lunch time from **6:00** PM to **7:00** PM.
- (b) Caretakers appointed to a position in Collegiate Centre shall work seven (**7**) hours per day on shifts as follows:
 - (i) Headcaretakers - **7:30** AM to **3:30** PM with one (**1**) hour unpaid lunch time from **11:00** AM to **12:00** Noon.
 - (ii) Assistant Headcaretakers - **3:30** PM to **11:30** PM with one (**1**) hour unpaid lunch time from **5:30** PM to **6:30** PM.

(c) Custodians appointed to a position in group schools shall work seven (7) hours per day on shifts as follows:

(i) 4:00 PM to 12:00 Midnight with one hour unpaid lunch from 7:00 PM to 8:00 PM. On days when dances are scheduled, two custodians will be scheduled to work 5:00 PM to 1:00 AM with one hour unpaid lunch from 8:00 PM to 9:00 PM.

(ii) 12:00 Midnight to 7:30 AM with one-half (1/2) hour unpaid lunch time from 2:00 AM to 2:30 AM.

(iii) Custodians in secondary schools which do not have a night shift, will do a final security check and will be the last employee to leave the building between 12:00 Midnight and 1:00 AM depending on shift schedule.

(d) Cleaners appointed to a position in Group schools shall work up to seven (7) hours per day, 10 months of the year, as required by the Board on shifts between the hours of:

(i) 7:00 AM to 4:00 PM with one-half (1/2) hour unpaid lunch time;

(ii) 3:45 PM to 11:15 PM with one-half (1/2) hour unpaid lunch time from 6:30 PM to 7:00 PM.

15.3.5 Employees appointed to a full time position in a cafeteria shall work September 1st to June 30th (including professional activity days). Hours of work shall be between the hours of 7:00 AM to 4:00 PM with one-half (1/2) hour unpaid lunch time.

15.3.6 Employees appointed to a position in stores or maintenance shall work seven (7) hours per day between the hours of 7:00 AM to 4:30 PM with one-half (1/2) hour unpaid lunch time. (A second shift if necessary shall commence at 3:00 PM or 4:00 PM.)

15.3.7 Notwithstanding other provisions outlined in Article 15 - Hours of Work, in a secondary school to which night school has been assigned (one school only), the following shifts shall apply:

(a) **7:00 AM - 3:00 PM** - Headcaretaker and day cleaner (one hour unpaid lunch).

(i) Head Caretaker Lunch - from **11:00 AM** to **12:00 Noon**.

(ii) Day Cleaner Lunch - from **12:00 Noon** to **1:00 PM**.

(b) **3:00 PM to 11:00 PM** - Assistant Headcaretaker and the Shop Custodian (**1** hour unpaid lunch - **6:00 PM to 7:00 PM**).

(c) **4:00 PM - 12:00 Midnight** - Custodians - one hour unpaid lunch from **8:00 PM to 9:00 PM**.

(d) **4:30 PM - 12:00 Midnight** - Cleaner - one-half hour unpaid lunch, from **8:00 PM - 8:30 PM**.

All staff working between the hours of **5:00 PM - 11:00 PM** will be assigned cleaning by the Board, and no cleaning areas or zones will be in effect.

15.4.0 - Summer, Christmas, Spring Vacation Periods

15.4.1. The Board will provide continuous employment during July and August for all full time employees appointed to twelve (**12**) month positions in stores, maintenance, caretaker and custodian positions, at not less than the employee's normal rate of pay.

15.4.2 Headcaretakers and Assistant Headcaretakers appointed to Group 1 schools shall remain in their respective school during July and August. All other employees may be relocated during these months as required by the Board.

- 15.4.3 All Plant Department employees shall work their regular hours of work on the day shift during school vacation periods from July 1st to the Friday preceding Labour Day. Where necessary, an afternoon shift may be scheduled for Caretakers, Custodians, Maintenance and Stores employees.
- 15.4.4 The Parties agree that one caretaker or custodian in each Group 1 school will be required to work a shift ending at 4:30 PM to secure the building for the night.
- 15.4.5 Notwithstanding Article 10.5.1 during Christmas and mid-winter breaks reduction of staff will be limited to part time employees.
- 15.4.6 The Board agrees that a Headcaretaker and Assistant Headcaretaker assigned to a Group 1 school will not be required to work alone, except for periods at the commencement or ending of a shift.
- 15.4.7 **SUMMER CLEANERS**

When the Board has determined the number of cleaner positions required for the summer break period, it shall advertise the projected work for the month of July and the month of August.

Ten month employees, both full time and part time, will be allowed to indicate their interest in working one or both of the summer months. The selection of personnel to work shall be by seniority. Work shall be assigned by the Board using the principal of approximate **equalization** of total time available.

15.5.1 Hours of Work, Professional Activity Days

Where prior approval has been given by the Supervisors and is satisfactory with the Principal, hours of work can be changed to reflect a day shift for Custodial Staff provided that **someone** is there to secure the building. If there is an adjustment of hours other than regular working hours, there shall be no shift premium for these shifts only.

- 15.6.1** The school area maps shall be kept up to date with a copy provided to the Group Vice President. **Any** change affecting an employee's workload or hours of work will be indicated on the maps. Notification will **be** sent to the Union when a change to a map is pending. Differences which may arise shall be settled by mutual decision of the parties.

ARTICLE 16.0.0 - OVERTIME

- 16.1.1** Hours worked in excess of seven **(7)** hours per day or thirty-five **(35)** hours per week, shall be considered overtime and shall be paid for on the basis of one and one-half **(1-1/2)** times normal rate of pay. When an employee is called in from home to work, he/she shall **be** paid a minimum of three **(3)** hours call out pay for normal work days, Saturday, Sunday and four **(4)** hours minimum call out pay for **Recognized** Holidays.
- 16.2.1** The Parties agree that overtime shall be kept to a minimum but will cooperate in meeting situations where it is necessary.
- 16.3.1** Notwithstanding **16.1.1**, the employee will have the option of equal time off for time worked, at a time mutually agreed by the supervisor and the employee. Overtime slips shall provide for this option. When an employee has opted for **equal** time off, this decision is final and **may not be** changed to pay for overtime.

- 16.4.1** An employee will not be permitted to work overtime except with the approval of the department supervisor.
- 16.5.1** An employee who is required to work three (3) hours or more overtime beyond his/her regular scheduled shift shall be paid a meal allowance. If the employee is required to work an additional four (4) hours overtime, a second meal allowance will be provided. The meal allowance so provided is \$5.00 per meal.
- 16.6.1** The Board shall provide a travel allowance, according to Board policy, for any employee required to commute between schools during the normal work day.
- 16.6.2** A travel allowance in accordance with Board resolution will be paid to an employee who is requested by his/her supervisor to use their vehicle for Board designated business.

AR. LE 17.0.0- WAGE BATES AND CLASSIFICATIONS**EFFECTIVE 1991 03 01****17.1.1**

<u>JOB CLASS</u>	<u>RATE</u>	<u>TITLE</u>
1	\$11.78	---
2	12.28	CLEANER
3	12.78	CAFETERIA ASSISTANT
4	13.28	---
5	13.78	---
6	14.28	---
7	14.78	CUSTODIAN MAINTENANCE (D)
8	15.28	
9	15.78	
10	16.28	CAFETERIA-IN-CHARGE HEAD CARETAKER - GROUP 3 ASSIST.H.C. - GROUP 1 STORES GROUNDSKEEPER IN-CHARGE MAINTENANCE (C)
11	16.78	HEAD CARETAKER, GROUP 2
12	17.28	HEAD CARETAKER - GROUP 1 MAINTENANCE (B) GROUP LEADER STORES
13	17.78	MAINTENANCE (A)
14	18.28	---
15	18.78	GROUP LEADER MAINTENANCE

17.2.1 Effective 1985 03 01, when the Board schedules a Community Use activity during the cleaners' hours of work in Group 2 schools, which do not have a custodian, the cleaners will be paid an amount of thirty (30) cents above their normal rate of pay.

17.3.1 Shift Premium

a) Monday through Saturday
 afternoon shift - \$.20 per hour
 night shift - \$.50 per hour

b) Sunday
 Sunday premium all shifts - \$.50 per hour

Premiums are paid in addition to normal wages and overtime, but are not subject to overtime calculation.

17.4.1 Once annually, the Board will supply the President of the Union with a list showing names and wages for all employees covered by this Agreement.

17.5.1 Any employee required by the Board to assume the duties of a higher paid position shall receive the higher rate of pay for the period so served.

ARTICLE 18.0.0 - ABSENTEEISM

18.1.1 Any employee who is unable to report for work at the regular hour shall make reasonable effort to notify the immediate supervisor as follows:

a) on a day shift - between the hours of 5:00 A.M. and 6:00 A.M.;

b) on the afternoon shift - between the hours of 9:00 A.M. and 11:00 A.M.;

c) on the night shift - between the hours of 3:00 P.M. and 4:00 P.M..

Employees are expected to give reason for **sence** including an estimate as to the length of absence. Head Caretakers or cafeteria matrons will be notified of absent employees.

8.2.1 Employee returning to work should notify the immediate supervisor not later than **3:00 P.M.** on the day before their return to work for the **day** shift, **11:00 A.M.** for an **afternoon** shift and **3:00 P.M.** for a night shift.

3.3.1 (a) On those days when students are in attendance, the following replacement procedure will prevail for absent cleaners, custodians and caretakers:

i) For absences of one **(1)** to three **(3)** consecutive working days, a replacement may be made.

ii) For absences in excess of three **(3)** consecutive working days, a replacement will be made.

iii) The Headcaretaker will be notified of the absence, replacement, and the **anticipated** return of the absent employee.

(b) The Custodian/Groundskeepers and Custodian/Groundskeepers-in-Charge will only be replaced when working in the Groundskeeper position and only during regular school days.

(c) Cafeteria employees shall be replaced. The manner of replacement will be at the discretion of the Board. The Cafeteria Employee **In Charge** will be notified of the absence, **replacement**, and the anticipated return of the absent employee.

(d) Maintenance and stores employees may be replaced at the discretion of the Board.

18.3.2

I.N. SCHOOL REPLACEMENT PROCEDURE
EFFECTIVE 1991 01 03

	(1) HD. CARETAKER ABSENT	(2) ASST. HD. CARET. ABSENT	(3) CUSTODIAN ASSENT	(4) F/T CLEANER ABSENT	(5) P/T CLEANER ABSENT
roup 2	1) In Sch. Cust 2) Float. Cust. 3) In Sch. F/T Cleaner 4) In Sch. P/T Cleaner * 5) Casual	----- -----	1) Float. Cust. 2) In Sch. F/T Cleaner 3) In Sch. P/T Cleaner * 4) Casual	1) In Sch. P/T Cleaner * 2) Casual	Casual
roup 1	1) Assist. HC 2) In Sch. Cust. on basis of seniority 3) Float. Cust. 4) In Sch. F/T Cleaner 5) In Sch. P/T Cleaner *	1) In Sch. Cust. on basis of seniority 2) Float Cust. 3) In Sch. F/T Cleaner 4) In Sch. P/T Cleaner * 5) In Sch. P/T Cleaner *	1) Float. Cust. 2) In Sch. F/T Cleaner 3) In Sch. P/T Cleaner * 4) Casual	1) In Sch. P/T Cleaner • (same shifts) 2) Casual	Casual

* Note: - Where it is known that the absence will be for a minimum of 10 working days, the In School P/T Cleaner will be allowed to replace the F/T Cleaner as indicated above.

18.4.1 Employees who absent themselves from work without **authorization** shall not be paid for such absence. Any additional disciplinary measures which may be taken will be confirmed in writing with a copy of the correspondence forwarded to the Union.

ARTICLE 19.0.0 - PAYDAY

19.1.1 Payday shall be every second **Thursday**; where a recognised holiday falls on a payday, the Board shall pay on the day prior to the regular **payday**.

19.2.1 **Pay** cheque stubs shall indicate earnings, overtime, vacation pay and gross pay for the period. Shift differential pay is included in regular earnings.

19.3.1 Overtime reports shall be forwarded to the Supervisor as soon as possible.

ARTICLE 20.0.0 - SICK LEAVE

20.1.1 The Board provides the following sick leave plan for all part time and full time employees covered by this Agreement. Employees will be notified annually of sick leave accumulation.

20.2.1 Each eligible employee shall be entitled to sick leave allowance accumulated at the rate of five **(5)** days for every three **(3)** months of employment, to a maximum of twenty **(20)** days per year, prorated to the hours of the employee's position, and prorated to the **employment** period of the employee's position (**ie., twelve (12)** month, ten **(10)** month, school days only). No days will be credited to employees on leave of absence.

20.2.2 Sick leave shall be accumulated and recorded in hours to a maximum of **1820** hours (**260**) days.

20.3.1 Office Records (Cumulative Sick Leave Plan)

Any employee may examine his or her credit in the sick leave ledger.

20.4.1 Transfer of cumulative Sick Leave Credit

The Municipal Act and the Education Act provide for the transfer of cumulative sick leave to the credit of an employee who leaves a Board to accept employment with another Board, providing both Boards have such a plan in effect.

20.5.1 Proof of Illness

Absence must be certified by a doctor when it exceeds five (**5**) consecutive days. The Board reserves the right to request a certificate from a doctor, regardless of the duration of illness.

20.5.2 Employees shall report illness in accordance with article **18.1.1**. Medical and dental appointments must be kept outside normal working hours. Absence for short periods of time for medical appointments may be arranged through the immediate supervisor. When the Board requires a medical certificate for employees absent for a period of less than five (**5**) days, employees will be permitted up to ten (**10**) days to obtain the certificate. If the employee's absence is for more than ten (**10**) days, or involves Workers' Compensation, a certificate is mandatory BEFORE the employee returns to work.

20.6.1 When an employee is employed elsewhere or self-employed on the same date for which he/she is on sick leave, then his/her employment with the Board shall be terminated.

20.7. Sick Leave Retirement Gratuity

The **Sault Ste. Marie** Board of Education will institute a Retirement Gratuity Plan for its employees commencing **1967 09 01**. No resignation effective prior to **1968 06 30** will be eligible for Retirement Gratuity. No employee hired after **1987 01 12** will be eligible to receive a Retirement Gratuity. This plan will **recognize** and reward regular attendance upon their duties by the employees.

20.7.2 Subject to Article 20.7.1, the Board will grant a Retirement Gratuity to a current member of the Board's staff who, after a minimum of ten **(10)** years' service with the Board, of which the final three **(3)** years of full time or equivalent employment were served immediately prior to retirement, is retiring upon Superannuation or : is a member of the Ontario Municipal Employees Retirement **System**, or who would have been eligible to join the system on January **1, 1963**, but elected not to do so, and is retiring under the **same** terms and conditions as required as if a member of **O.M.E.R.S.** The same gratuity condition will apply to staff working less than twelve **(12)** months per year, but eligible to accumulate sick leave credits.

20.7.3 The Retirement Gratuity will be determined by multiplying one-half **(1/2)** of the number of sick leave days accumulated by the daily rate of pay, based upon the annual salary of the final year of employment .

20.7.4 Subject to Article 20.7.1 and 20.7.2, in order that all employees, upon reaching retirement, **may** receive a minimum Retirement Gratuity, the Board will deem any employee to have to his/her credit at least twenty **(20)** days for which the Retirement Gratuity **will be** payable.

- 20.7.5** An employee planning to retire will be required to make application to the Board not later **than** February **28th** of the year in which he/she p. s to retire in order that the Board may allow for the gratuity in its budget for that year.
- 20.7.6** Notwithstanding Article **20.7.5**, the Board reserves the right to grant gratuity to an employee who because of special circumstances, makes application later than February **28th**.
- 20.7.7** An employee who, upon retirement from his/her position with the Board, accepts other full or part time employment, will not be considered disqualified for Retirement Gratuity, provided that he/she has retired in accordance with the terms contained in article **20.7.2**.

ARTICLE 21.0.0 - LEAVE OF ABSENCE

- 21.1.1** Upon written request, maternity leave of absence will be granted without pay in compliance with Employment Standards Act of Ontario. This period may be extended to include an additional ten **(10)** weeks prenatal and/or ten **(10)** weeks postnatal when required. The employee shall not accumulate sick leave during the entire leave of absence nor will wage increases or vacation credits be applicable during this period. The employee, returning to work after maternity leave, shall provide the Board with at least two **(2)** weeks notice. On returning from maternity leave, the employee shall be placed in her former position or in an equivalent position. Leave of absence for maternity shall not qualify an employee for payment under the Sick Leave Plan.

- 21.2.1** Five **(5)** employees, but not more than three **(3)** caretakers, two **(2)** cleaners, one **(1)** stores and one **(1)** maintenance employee elected or appointed to attend Union conventions or conferences shall be granted leave of absence to attend such business without pay and such leaves of absence shall not exceed five **(5)** working days at any one time.
- 21.3.1** The Board will grant a leave of absence, without **pay**, at the request of the President or Group Vice President or other person designated by the Union for Local **16** Union officers. The purpose of the leave is to attend to Local **16** Union business. Verbal requests for a leave of absence must be confirmed in writing. **No** unnecessary absence will be used or requested.
- 21.4.1** The Board, through the Superintendent of Human Resources, may grant leave of absence without wages, to an employee requesting such leave for good and sufficient cause.
- 21.5.1** Any employee who is elected, or selected, for a full time or temporary position with the Union, or any body with which the local Union is affiliated, or who is elected to public office, or appointed to a supervisory position with the Board, may be granted leave of absence for a period of up to one year.
- 21.6.1** Upon request, the employee will be permitted a leave up to two **(2)** days if necessary, for the purpose of moving his/her household and place of residence. The leave will be deducted from the employee's vacation credit.

- 21.7.1** The Board shall pay an employee, who suffers a loss of earnings as a result of **servin~~g~~** as a juror or being subpoenaed, and not being a **arty** to the action, the difference between his/her normal gross earnings and the payment he/she receives for such service. The employee will present proof of service and the amount of pay received.
- 21.8.1** The Board, through the Superintendent of Human Resources, **may** grant an education leave of absence without pay up to a maximum of twelve **(12)** months. The employee shall not accumulate sick leave during the entire leave of absence, nor will wage increases or vacation credits be applicable during this period. The employee is not permitted to engage in any other type of employment during the leave, unless **such** arrangements have been agreed to by the parties. Failing to return to work on the appointed day will mean forfeiting the job, unless failure to return to work is due to circumstances beyond the employee's control. An employee **may** elect to continue benefit coverage by prepayment of the benefit premiums for all benefits except **L.T.D.**
- 21.9.1** During **any** of the **above** absences, seniority rights shall continue and Union dues shall have continuity during each month of the above absences, providing the employee is still on payroll.
- 21.10.1** Employees on leave of absence without pay in accordance with Articles **21.2.1, 21.3.1, 21.5.1** shall receive regular pay from the Board and the Union shall reimburse the Board for **100%** of the costs incurred.

ARTICLE 22.0.0 - COMPASSIONATE LEAVE

22.1.1 Compassionate leave is granted without salary deduction to all employees as follows:

Type

For the funeral only of

- i) father, mother, brother, sister or child;
- ii) spouse - by marriage or common law;
- iii) guardian of the employee;
- iv) mother-in-law, father-in-law, **brother-in-law**, sister-in-law, son-in-law, **daughter-in-law**, grandparents of employee and spouse, grandchildren.

Type 2

- (a) For very serious illness of
 - i) father, mother, brother, sister, child;
 - ii) spouse by marriage or common law;
 - iii) guardian of employee; or
- (b) Paternity Leave for attendance of the father at the birth of his child or for at **tendance** on the day the child is released from the hospital.

Note: For the purpose of this agreement, the common law relationship is only **recognized** between the employee and his/her spouse and does not extend to other members of the family.

22.1.2 Leave of absence for Type 1 above will **be** granted as follows:

i) Within an area of **150** km - up to a maximum of three **(3)** school or working days, as applicable;

ii) For distances beyond **150** km - up to a maximum of five **(5)** school or working days, as applicable.

22.1.3 Leave of absence for type 2 of Article **22.1.1** **may** be granted to a maximum total usage of five **(5)** working days per calendar year. Where **the** employee is able to demonstrate that hardship does exist, the Board **may** grant an extension beyond the total of five **(5)** days.

22.1.4 Compassionate leave **may** be granted for a special emergency in the immediate family or a personal situation encountered by the employee where the absence from duty of the employee and presence elsewhere, is vital to the welfare of the person(s) concerned. It is to be established that every reasonable effort has been made to take **care** of the situation by other **means**. It is expected that such leave will not exceed one **(1)** day or one **(1)** shift; however, the duration of the leave will be at the discretion of the Board.

22.1.5 Leave of **absence** for all three **(3)** types of compassionate leave requires the approval of the Superintendent of **Human** Resources or his representative, in advance. Requests by telephone should be confirmed in writing.

22.2.1 Where an employee is absent by reason of an occupational disease or an occupational injury occasioned by or as a result of her/his employment and where a claim is made to the Workers' Compensation Board (**WCB**), he/she shall continue to receive regular pay until his/her claim is approved by **WCB**. The amount of regular **pay** shall be limited to the employee's accumulated sick leave credits.

Upon confirmation of approval by the **WCB** regular **pay** shall cease and Workers' Compensation benefits shall commence. The employee shall sign a waiver allowing for the direct payment of funds from the **WCB** to the Board to cover the regular pay received from the Board during the waiting period as mentioned above. The funds repaid to the Board shall generate credits back into the employee's sick leave bank. Since the funds repaid to the Board from **WCB** do not equate to the regular pay received by the employee during the waiting period, sick leave will be refunded on a pro-rated basis.

The Board will continue to cover the employee for the following benefits for a period of up to six (**6**) months while on Workers' Compensation Board, Extended Health & Dental, Life Insurance and **L.T.D.**

ARTICLE 23.0.0

ARTICLE 24.0.0 - VACATIONS

24.1.1 For the purpose of this agreement, continuous service shall be calculated from July **1st** each year. Vacation earned between July **1st** and June **30th** shall be taken in the following vacation year. The vacation year is defined as July **1st** to June **30th**.

- 24.1.2 Employees appointed to a full time twelve (12) or full time ten (10) month position shall receive the following vacation with pay in accordance with year's of service. For the purposes of this Article, one year service shall be defined as Eighteen Hundred Twenty (1820) Hours.
- 24.1.3 Any part time and school days only employee shall receive vacation pay in accordance with Article 24.2.1, calculated as of June 30 each year.
- 24.1.4 A casual employee shall receive four percent (4%) of gross pay as vacation pay on each regular pay.
- 24.1.5 Any full time twelve (12) month employee who has had his/her continuous service interrupted shall receive vacation on a pro rated basis in accordance with his/her length of service at June 30.

24.2.* An employee shall become entitled to an annual vacation with pay or vacation pay as follows:

Accumulated Service	Full Time 12 Mo. & 10 no. Employee Vacation Entitlement	Part Time and School Days Only Vacation Pay
(a) Less than one year by July 1st	4% of gross pay	4% of gross pay
(b) Completed one year of service' by July 1st	2 weeks	4%
(c) Completed 5 years of service by July 1st	3 weeks	6%
(d) Completed 9 years of service by July 1st	4 weeks	8%
(e) Completed 15 years of service by July 1st	5 weeks	8%
(f) Completed 20 years of service by July 1st	6 weeks	8%
(g) Completed 25 years of service by July 1st	7 weeks	8%
(h) Completed 30 years of service by July 1st	8 weeks	8%

24.2.2 Pre-Retirement Vacation

Full time twelve **(12)** month and full time **n (10)** month employees only, shall receive the following non-cumulative **pre-retirement** entitlement in addition to any other vacation entitlement, provided the employee is entitled to vacation time or vacation pay that year, and provided the employee is retiring on **OMERS** pension:

- (a)** one week in each of the final three years of employment, or
- (b)** three additional weeks in the final year of employment.
- (c)** This non-cumulative benefit may only be used once during an employee's working career and shall not be pro-rated.

24.3.1 Employees with less than one year's service, upon termination, will be entitled to vacation benefits in accordance with the Ontario Employment Standards Act.

24.5.1 Vacation for twelve **(12)** month employees normally shall be taken during the period of July **01** to August **25**; vacations may however, be scheduled at times other than July and August.

Vacation for ten **(10)** month employees may be scheduled within the ten **(10)** month employment period, in accordance with Board practice and needs. Any unscheduled vacation shall be paid off after July **2nd** and before July **30th** of the vacation year, at the normal rate of pay.

Changes in scheduled vacation may be arranged by written request to the employee's immediate supervisor, at least three **(3)** weeks in advance of vacation. In the event of illness or accident, such notice as may be reasonable.

Vacation schedule requests shall be submitted to the Plant Department by April **15th** of each year.

- 24.6.1 Upon the request of the employee, sick leave may be substituted for vacation where it can be established by the employee that an illness or accident requiring hospitalisation occurred while on vacation. Only time spent in hospital and during **any** period of convalescence immediately following release from the hospital may be substituted.
- 24.7.1 A schedule of vacations shall be drawn up by the Employee Relations Department by May **1st** and posted for all employees. Any error through miscalculation shall be amended within one week and a new schedule posted.
- 24.8.1 Upon written request, to an employee's immediate supervisor, one **(1)** or two **(2)** weeks vacation may be carried *over* into the following vacation year. All vacations must be used in the second year.
- 24.9.1 If a paid holiday occurs during an employee's vacation, the employee will either be granted an extra day off with pay, or he/she will be paid a normal day's pay.
- 24.10.1 In the event of death of an employee, his/her vacation credits shall be paid to his estate.
- 24.11.1 Upon termination of employment with the Board for any reason, employees shall receive annual vacation credits.
- 24.12.1 When an employee qualifies for Workers' Compensation or any approved leave during his vacation period, there shall be no deduction from vacation credits for such absence. The period of vacations so displaced shall either be added to the vacation period or arranged at a later date.
- 24.13.1 A vacation pay bonus, in the amount of **3%** of vacation pay, shall be paid to all full time employees who have completed a minimum of one **(1)** year service with the Board.

ARTICLE 25.0.0 – RECOGNIZED HOLIDAYS

25.1.1 The following are recognised paid holidays within the scope of this Agreement, or an alternate day is declared by Federal, Provincial or Municipal Governments:

New Year's Day
 Good Friday
 Easter Monday
 Victoria Day
 Dominion Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day
 Heritage Day - when declared by Federal Government and when the schools are closed.

All shifts on the last working day before December **25th** and January **1st** will be shortened by one-half (**1/2**) shift without loss of pay, except when the last working day before December **25th** is a regular school day, in which case the last working day before January **1st** shall become a full day off with pay.

25.2.1 An employee required to work on a **Recognized** Holiday in **25.1.1** shall be paid at the rate of overtime in **16.1.1** plus the regular rate of pay.

25.2.2 When any of the **Recognized** Holidays fall on an employee's normally scheduled day off, the working day immediately prior to the holiday or the working day immediately after the holiday may be declared by mutual consent of the parties in lieu thereof. If the schools remain in session the day off may be added to employee's annual vacation.

25.3.1 To qualify for recognised holiday pay, the employee is required to work the normal scheduled **day** immediately preceding and immediately following the holiday, unless the employee is on vacation, approved sick leave, jury duty or an **authorized** leave of absence that does not exceed fifteen (15) days before or after such holiday.

ARTICLE 26.0.0 - PENSIONS

26.1.1 The Board approved participation by resolution No. **898 - 1963** and the new Ontario Municipal Employees Retirement System became effective **1963 01 01**. Employees previously enrolled in the Government Annuity Plan, with the Federal Department of Labour, will receive all available benefits from that plan which was suspended effective **1963 12 31**. Enrolment in **OMERS** was **based on** procedure set up by **OMERS** and Local **16 employees were contacted by Union** executive in filling employees enrolment **card** (form **102**).

26.2.1 New full time employees are required to become members of the Ontario Municipal Employees Retirement System (**OMERS**) as a condition of employment. The **1978 OMERS** basic plan required contributions from members as follows:

Employee - **5-1/2%** of regular wages to the **C.P.P.** maximum;
 - **7%** of regular wages thereafter;
 Employer - to contribute equally with employee.

26.3.1 For the purpose of calculating **OMERS** basic pension all perquisites allowable by **OMERS** will be included as salary.

26.4.1 The Board shall provide for Type 1 **OMERS** Supplementary pension (past services). Cost of such pension plan shall be borne by the Board, effective **1983 03 01**.

26.5.1 Amendments to **OMERS** pension plan provide for an employee retirement with a ninety (**90**) percent factor made up by years of service plus . . . An employee **may** retire with thirty-five (**35**) years service and age fifty-five (**55**) years. The pension so provided would amount to seventy (**70**) percent of the best five (**5**) years average wage. This formula is subject to change in **OMERS** Legislation.

ARTICLE 27.0.0 - EMPLOYEE BENEFITS

27.1.1 The Board shall contribute to the current premium rate of Welfare and Insurance Plans of employees as follows:

27.1.2 Group Life Insurance Plan - a policy of **\$3000** for each **\$1000** or major portion thereof, of an employees' salary. (Full time employees only) **100%** of the premium by the Board. (Maximum coverage **\$50000**).

27.1.3 Extended Health Care - The Board will contribute **100%** of the premium cost. New full time employees shall- **become** members of the plan. This plan is in effect for full time and part time employees.

Extended Health coverage will include, **but is** not restricted to:

- private room in hospital;
- generic prescription **drug plan** at **\$1.00** per approved prescription;
- eye glasses to maximum of **\$125.00** every two years ;
- hearing aid to maximum of **\$500.00**.

27.1.4 Dental Insurance - (**Full time** and part time employees) **100%** of premium by the Board, current **O.D.A.** Fee Schedule. Dentures at **50%** co-insurance.

27.1.5 Long Term Disability - (full time employees only) **L.T.D.** with a waiting period of 6 months. Premiums **100%** by the Board.

27.2.1 Eligible employees will sign a waiver form if they do not wish to participate in the benefits provided. Benefit changes will be effective at the date of signing this agreement, or the effective agreement, whichever is later.

ARTICLE 28.0.0 - FIRST AID KITS

28.1.1 The Board will maintain a first aid room per school in accordance with the Workers' Compensation Act and its regulations.

ARTICLE 29.0.0 - CONTRACTING OUT

29.1.1 The Board agrees that all schools and buildings under its jurisdiction shall continue to be maintained by employees of the Board and the Board will not contract out work normally performed by employees who are embraced by the bargaining unit. This shall not prevent the Board from contracting out work of an emergency nature or work not normally performed by members of the bargaining unit.

ARTICLE 30.0.0 - Not Allocated

ARTICLE 31.0.0 - GENERAL

31.1.1 It is agreed by both parties that wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where applicable.

- 31.2.1 Backtime** wages and overtime shall be retroactive to the effective date of the Agreement. **Improvements** in employee benefits shall be **effective** at a date following the signing of the Collective Agreement giving lead time for the insurance carrier to implement changes.
- 31.3.1** The Board shall supply to the Union Secretary the names and addresses and phone numbers, if listed, of all newly hired employees covered by this Agreement at the time of their commencement with the Board.
- 31.4.1** Proper accommodations, subject to the physical limits of the building,, shall be provided for employees to have their meals and keep their clothes and valuables at each job site.
- 31.5.1** The Collective Agreement shall be prepared for signature by the Board with fourteen **(14)** signed copies supplied to the Union. The Collective Agreement may be printed in booklet form. One **copy** will be supplied for each employee with fifty **(50)** additional copies provided to the Union. Cost of producing the Collective Agreement shall be shared by the parties on an equal basis.
- 31.6.1** When keys are issued by the Board to persons other than Board employees, notification shall be given to the head caretaker or the assistant.
- 31.7.1** Written communications between the Board and the Union shall be between the appropriate Board official and the appropriate Union official. Copies shall be sent to the Union's recording secretary, national representative president and group vice president; copies for the Board shall include the appropriate Board administrative official.



ARTICLE 32.0.0 - DURATION AND RENEWAL OF CONTRACT

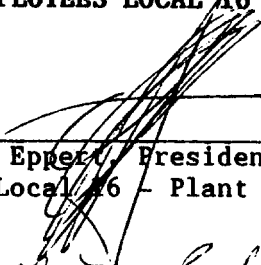
- 32.1.1 This Agreement shall remain in force from 1991 03 01 to and including 1992 02 29, and shall continue from year to year **hereafter**, unless either party serves notice to the other in accordance with Article **32.1.1**. Either party to this Collective Agreement may, within the period of ninety **(90)** days, but not less than thirty **(30)** days before the Agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of the Agreement then in operation or to the making of a new Agreement.
- 32.2.1 Within fifteen **(15)** working days of receipt of such notice by either party, the other party will make every effort to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement. This first meeting within the fifteen **(15)** days period will be an orientation meeting with both parties exchanging written amendments which they desire to negotiate and the parties agree to study the respective documents for one calendar week with the first negotiating meeting between the parties beginning the week following their study **week.**

IN WITNESS THEREOF - The parties hereto have hereunto
set their hand and seals at **Sault Ste. Marie,**
Ontario, on February **13, 1991.**

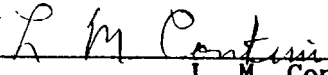
For

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 16

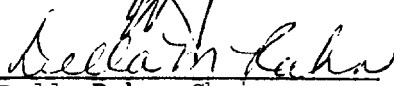
SAULT STE. MARIE BOARD
OF EDUCATION



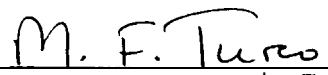
Erich Eppert, President
CUPE Local 16 - Plant



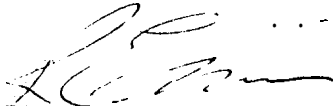
L. M. Contini
Director of Education



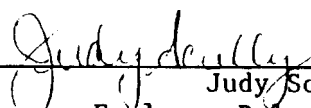
Della Rahn, Chairperson
CUPE Local 16 - Plant



Mario Turco
Superintendent of
Human Resources



Ron Moreau
National Representative
CUPE Local 16 - Plant



Judy Scully
Manager Employee Relations

LETTER OF INTENTTo be Considered Part of This AgreementExtended Use of Schools

If the Caretaker discovers any abuse to a school building **as** a result of the extended use of that building, they shall report such abuse to their immediate supervisor and to the principal as soon as possible.

LETTER OF UNDERSTANDING #1

Effective as of the 15th day of January 1991.

Between

THE SAULT STE. MARIE BOARD OF EDUCATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 16

JOB EVALUATION PLAN

The parties hereby agree to the formation of a Joint Job Evaluation Committee which shall evaluate the positions covered by this collective agreement. The **Aiken Plan - CUPE West Nipissing** Version, will be used by the parties to evaluate the positions. The parties agree to complete the evaluation process prior to the conclusion of the **1992** negotiations in order that a decision can be made on the method of implementation. The cost of the job evaluation results will become part of the total cost of the negotiated wage package in the years it is implemented.

The Board agrees to pay the regular wages of up to three members of the Union for up to five days for the purpose of carrying out the initial joint job evaluations (including training session).

DATED AT SAULT STE. MARIE, ONTARIO, THIS 23rd DAY OF

January, 1991.

J. Scully
For the Board

Stella M. Kaha
For the Union