

SOURCE:	Board
EFF.	92 03 01
TERM:	95 02 28
No. of EMPLOYEES	190
NOMBRE D'EMPLOYÉS	190



COLLECTIVE AGREEMENT

between

TEE SAULT STE. MARIE BOARD OF EDUCATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local **16**, Plant Department

Effective

1992 03 01 - 1995 02 28



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2025-03-07 10:00 AM

COLLECTIVE AGREEMENT

Effective as of the **1st** day of **March 1992**

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 **recognized** 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 Assistants.

- 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 at the end of the month in which they reach **65** years of age.

Intent of Parties: **The** intent of this clause is to enable employees to work to the end of the month in which they turn **65** years of age so as to improve their pension entitlement and is not intended to extend retirement beyond the age of **65** years.

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 actor-dance **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 1

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.

7.4.1 step 2

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 five (5) working days of receipt of the written grievance. The decision resulting from this meeting shall be forwarded to the Chief Shop Steward within five (5) working days of the meeting. If the Board fails to **communicate** their decision, the grievance may be **submitted** to Step 3.

3step

If a grievance is not resolved at Step 2, a written request may be submitted within five (5) working days of the receipt of the answer at Step 2. the Grievance **Committee** shall meet with the Superintendent of Human Resources within five (5) working days of receipt of the request for a step 3 meeting. Results shall be **communica-** ted within five (5) working days of the meeting. Failure to **communicate**, or to settle the grievance may be submitted to Step 4.

7.4.1 Step 4

If a grievance is not resolved at Step 3 a written request to proceed to step 4 may be submitted within five (5) working days of receipt of the answer at step 3. **The Grievance Committee** shall meet with the Board Trustee **Committee** within eight (8) working days of receipt of the request for a step 4 meeting. 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) calendar days of receipt of the step 4 answer.

7.5.1 **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) calendar 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 **pro-cedure** 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 **pro-cedural** 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 have been appointed to a position of seven **(7)** hours per day, thirty-five **(35)** hours per week, and who have **successfully completed** their probationary period.

10.2.1 Part time employees are those employees appointed to a position of cleaner, cafeteria, headcaretaker of a Group 3 school, who work less than seven **(7)** hours per day, or less than thirty-five **(35)** hours per week and who have successfully completed their probationary period.

10.3.1 Casual employee - The **Board** has the right to engage casual employees as required, so long as they, in so doing, do not lessen the regular work week of a full or part **time** employee. Time worked by a casual employee shall not be considered as time served for the probationary period.

10.3.2 The rights and privileges of a casual employee for the purpose of this Collective Agreement, are 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 absent** employee in a school listed below, only when they do not live in the area of that school:

- (1) Montreal River
- (2) **C. O. Somes**
- (3) **Mountain View**
- (4) **Searchmont**
- (5) **Aweres**
- (6) **R. H. 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; le., headcaretaker, assistant headcaretaker, custodians, stores, maintenance.

(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; le., cleaners.

10.5.1 (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; le., cafeteria assistants, cafeteria heads, restaurant services assistants.

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 be granted seniority in accordance with the provisions of article 12.

ARTICLE 12.0.0 - SENIORITY

12.1.1 Seniority shall be defined as the length of time **from** an employee's most recent date of hire and is designed to give each employee an equitable measure of opportunity and job security. Seniority shall be ranked in order of highest to lowest based on date of hire. **Where** two or more employees have the same date of hire and it is necessary to determine seniority ranking, the date on the employee's most recent application for employment which was used during the hiring process and which is on file in the **employee's** personnel file will be used to **determine** seniority order.

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.

12.2.1 A seniority list, showing the name, date of hire, classification 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 appended to the seniority list.

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 lay-off 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.

13.2.1 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, Aweres** 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 equivalent 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 experience 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.
- 14.1.10** 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.
- 14.2.0** In the event a part time position becomes a full time position it **shall** be posted according to Article **14.1.1**.
- 14.2.1** 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 period of three 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 **(2)** consecutive days off.
- 15.2.1 **The** work week shall **commence** at **12:01 AH Monday** and conclude at **12:00 Midnight** on **Sunday**.
- 15.3.1 Unpaid lunch breaks will be either one half or one hour for all employees except Group 2 Headcaretakers, who will have a two hour unpaid lunch and Group 3 Headcaretakers who will work a split shift between day shift and afternoon shift as scheduled by their supervisors.

- 15.4.1 (a) **SCHOOL GROUPS:** School groups are determined according to size of building, building use and number of carestaff required. School Groups may change as needs arise. Any closed schools which are reopened for use by the Board will be added to the appropriate group. The School Groups in effect as of September 1992 are as follows:

Group 3

C.O.Somes	Montreal River
Franklin Bldg.	Searchmont
M. J. Dacey	

Group 2

Alex Muir	Mountain View
Anna McCrea	Northern Heights
Aweres	Parkland
Bay view	Prince Charles
Ben R. McMullin	Queen Elizabeth
Eastview	Pinewood
Etienne Brule	Riverview
Education Centre	R. M. Moore
Grandview	Rosedale
Greenwood	S.F. Howe
H. M. Robbins	Tarentorus
Isabel Fletcher	Wm. Merrifield
Kiwedin	
Manitou Park	

Group 1

Secondary Schools
Collegiate Centre

- 15.4.1 (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.

- 15.4.1 (c)** 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 occurs. Differences which may arise shall be settled by mutual decision of the parties.
- (d)** Headcaretakers appointed to Group 2 schools shall be assigned approximately 9 areas (as specified in **15.4.1(b)**) which must be maintained during the daytime hours of work.
- (e)** 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 appointment 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.
- (f)** **All** staff working between the hours of **5:00 PM - 11:00 PM** in a school to which night school has been assigned will be assigned cleaning by the Board, and no cleaning areas or zones will be in effect.

15.5.1 Hours of Work

During the school year hours of work shall normally be scheduled as follows. Weekend work will be scheduled as required by the Board. Where the school is being used in the evening for **community** use an alternate lunch time may be arranged.

	Normal Hours of Work	Unpaid Lunch
<u>Group 1 Schools:</u>		
Headcaretaker	7 AM - 3 PM	11 AM - Noon
Assistant Headcaretaker	3 PM - 11 PM	6 PM - 7 PM
Custodians	4 PM - 12 Midnight * 12 Midn.- 7:30 An	7 PM - 8 PM 2 AH - 2:30 AH
<u>Group 2 schools:</u>		
Headcaretaker	7 An - 4 PM	10 AM - Noon
Headcaretaker Ed Centre	Between 7:00 An - 3:30 PM	11:00 AM - Noon
Custodian	3:30 PM - 11 PM	7:30 PM-8 PM
<u>Group 3 Schools:</u>		
Headcaretakers	Between 7 AH - 8 PM	Split Shifts (varied)
<u>Cleaners -</u> up to 7 hours (all schools)	as scheduled between 7 AM - 11:15 PM	1/2 hour
<u>Cafeteria Employees -</u> up to 7 hours -	Between 7 An - 4 PM	1/2 hour lunch
<u>Maintenance /Grass Crew -</u> up to 7 hours-	Between 7 AM - 4:30 PM	1/2 hour lunch

* Note: On days when dances are scheduled, two custodians will be scheduled to work 5: 00 PM to 1:00 AM with 1 hour unpaid lunch from 8:00 PM to 9:00 PM.

15.6.0 - Christmas Break, March Break, Summer Vacation Periods

- 15.6.1. 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.
- 15.6.2 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 Christmas Break, **March** Break and **Summer** Vacation periods as required by the Board.
- 15.6.3 All Plant Department employees required to work during the Christmas Break, **March** Break or **Summer** Vacation periods shall work their regular number of hours on a day shift schedule. Shifts will be changed from the normal schedule followed during the school year in an **attempt** to schedule shifts during the day. **Where** necessary, an afternoon shift may be scheduled for Caretakers, Custodians, **Maintenance** and Stores employees.
- 15.6.4 **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.
- 15.6.5 **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.

15.6.6 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 and school days only 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 principle of approximate **equalization** of total time available.

15.7.1 Hours of Work, Professional Activity Days

Where prior approval has been given by the Supervisors and is satisfactory with the Principal, normal hours of work can be changed 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.

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 co operate 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.

ARTICLE 17.0.0 - WAGE RATES AND CLASSIFICATIONS

17.1.1

JOB CLASS	JOB CLASSIFICATION	W A G E R A T E S			TARGET JOB RATES
		92 03 01	92 12 31	94 03 01	
7	Group Leader Maintenance	18.78	19.08	19.23	20.50
6					
5	Headcaretaker Group 1	17.28	17.58	17.73	18.50
4	Custodian Groundskeeper in Charge	16.28	16.38	16.50	17.50
	Headcaretaker Group 2	16.78	16.88	16.98	
	Stores Leader	17.28	17.38	17.50	
	Electrical Maintenance	* 17.78	17.50	17.50	
	Boiler Burner Maintenance	* 17.78	17.50	17.50	
	Assistant Headcaretaker	16.28	16.38	16.50	
	Cafeteria Head	16.28	16.38	16.50	
	Carpentry Maintenance	* 17.78	17.50	17.50	
3	Stores Employee	16.28	16.38	16.50	16.50
	Plumbing Maintenance	• 17.78	16.38	16.50	
	Locksmith Maintenance	* 17.78	16.38	16.50	
2	Headcaretaker Group 3	* 16.28	14.88	14.98	15.50
	Maintenance Helper	* 17.28	14.88	14.98	
	Custodian Groundskeeper	14.78	14.88	14.98	
	Restaurant Services Assistant	12.28	14.88	14.98	
	Progressive Cleaning Custodian	14.78	14.88	14.98	
	Shop Custodian	14.78	14.88	14.98	
1	Custodian Group 2	* 14.78	12.78	12.93	14.50
	Cleaner	12.28	12.78	12.93	
	Cafeteria Assistant	12.78	12.78	12.93	

* Red-circled positions resulting from implementation of Job Evaluation Plan.

17.2.1 (a) **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.

(b) The thirty (30) cents referred to in (a) above, when added to the wage rate for cleaner, **cannot** be **used to** exceed the target job rate and will be gradually reduced as the wage rate for cleaner **meets** or exceeds thirty cents below target **job** rate. Once the target job rate is achieved, the thirty cents, or reduced portion thereof, will be deleted **from** article 17.

17.3.1 s i f t **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 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 absence including an estimate as to the length of absence. Head Caretakers or Cafeteria Heads will be notified of absent employees.

18.2.1 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.

18.3.1 (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

IN SCHOOL REPLACEMENT PROCEDURE
EFFECTIVE 1991 01 03

18.3.2

IN SCHOOL REPLACEMENT PROCEDURE
EFFECTIVE 1991 01 03

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

* 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 on the same shift 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 **recognized** 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** hoard 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.

20.7.1 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 plans 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**.

21.1.0 PREGNANCY/PARENTAL LEAVE

21.1.1 Pregnancy leave shall be considered as a right. Accordingly, no **employee** shall be laid off or otherwise adversely affected in her employment because of **pregnancy**.

21.1.2 Length of Pregnancy/Parental Leave

- (a) An **employee** is entitled to a period up to seventeen **(17)** weeks without pay for pregnancy leave before and/or after the birth. In addition an **employee** is entitled to a period up to eighteen **(18)** weeks without pay for parental leave to care for the newborn or newly adopted child. During the period of the statutory pregnancy/parental leave, the **employee** shall continue to accrue seniority and the **employer** shall continue to pay the employers' share of contributions to pension, life insurance, extended health and dental plans, provided the **employee continues to make** his/her contributions and advises the Board in writing that he/she wishes to continue his/her participation in the plans.

- 21.1.2 (b) When an employee returns to work following his/her statutory pregnancy/parental leave, the employee shall return to his/her former position. If his/her former position no longer exists, the provisions of article 13.0.0 shall apply.

When an **employee** decides to return to work after his/her statutory pregnancy/parental leave, she/he shall provide the employer with at least two (2) weeks written notice. If an employee wishes to change his/her date of return to an earlier or later date, the employee shall provide the **employer** with at least four (4) weeks' written notice.

21.1.3 **Extended Pregnancy/Parental Leave**

- (a) At the written request of the employee, the board may grant an additional period of leave up to 17 weeks of unpaid pregnancy/parental leave (total pregnancy/parental leave not to exceed 12 months). During this period full seniority shall **accumulate**.
An **employee** granted an extended pregnancy/parental leave may maintain insured benefit coverage (exclusive of **LTD**) by paying the required **premiums**, provided the employee had elected to continue the benefits during the statutory thirty-five (35) week pregnancy/parental leave and subject to the board notifying the insurer and the availability of coverage.
- (b) When an **employee** returns **from** his/her extended pregnancy/parental leave, the **employee** shall return to his/her **former** position. If his/her former position no longer exists, the provisions of article 13.0.0 shall apply.

- 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 **appoin-~~ted~~** 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. **The** employee shall receive regular pay from the Board and the Union shall reimburse the Board for the cost of the employee's salary for the leave.
- 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. **The** employee shall receive regular pay from the Board **and** the Union shall **reimburse** the Board for cost of the **employee's** salary for the leave.
- 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 **affil-iated**, may be **granted** leave of **absence** for a period of up to one year. **The** employee shall receive regular pay from the Board **and** the Union shall reimburse the Board for **100%** of the costs incurred (including salary, benefits, statutory benefit costs, sick leave and vacation credits **accumulated** during the **absence**).

- 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 serving as a juror or being subpoenaed, and not being a party 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 Any employee who is elected to public office or appointed to a supervisory position with the Board may be granted a leave of absence without pay for a period of up to one year.

ARTICLE 22.0.0 - COMPASSIONATE LEAVE

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

Type 1

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

22.1.1 (b) Paternity Leave for attendance of the father at the birth of his child or for attendance 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 **in** accordance with WC legislation: Extended Health, Dental, Life Insurance and **L.T.D.**

ARTICLE 23.0.0

ARTICLE 24.0.0 - VACATIONS

- 24.1.0** 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**.
- 24.1.1** (a) 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.
- (b) Maternity/parental** leave **commencing** on or after November **18, 1990** (up to a maximum of **35** weeks) as covered by the **Employment** Standards Act shall be credited as service based on employee's posted hours.
- (c)** Any period worked while participating in a modified work rehabilitative program while not in receipt of salary from the board will be credited as service based on the **accumulated** hours worked under the program.
- 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 years 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**.

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

<u>Accumulated Service</u>	<u>Full Time 12 Mo. & 10 Mo. Employee Vacation Entitlement</u>	<u>Part Time and School Days Only Vacation Pay</u>
(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

Pull time twelve (12) month and full time ten (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 **hospitalization** 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 Hay **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 prior to **commencing** vacation, the period of scheduled vacation will be cancelled **and** may be rescheduled 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 minima of one (**1**) year service with the Board.

ARTICLE 25.0.0 - RECOGNIZED HOLIDAYS

25.1.1 The following are **recognized** paid holidays within the scope of this Agreement, or an alternate day is declared by Federal, **Provin-cial** 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 **recognized** 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**) factor made up by years of service plus age. 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 **\$3,000** for each **\$1,000** or major portion thereof, of an employees' **salary**. (Full **time** employees only) **100%** of the premium by **the** Board. (**Maximum** coverage **\$50,000**).

Effective June **1, 1993**, group life insurance coverage for full time employees will be two times annual salary with a **minimum** coverage of **\$50,000** and a **maximum** coverage of **\$100,000**.

- 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.

- 27.1.3 **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; (**\$140** effective **June 1, 1993**);
 - 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 Ten 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 roan 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 - PERSONNEL FILES

30.1.1 An employee shall be entitled to review his/her own personnel file in the office where the file is normally kept and in the presence of a Board designated representative. The Board will be given 24 hours notice prior to any request for access to such files. Upon request a copy of such file shall be provided to the employee. The Board may invoice the employee for any cost incurred. With the written consent of the employee the president of the local union or designate shall be entitled to review the employee's personnel file in accordance with the provisions of this clause.

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. **Improve-ments** 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



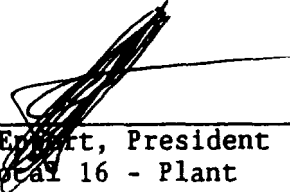
32.1.1 This Agreement shall remain in force from 199200300 to and including 1995 02 28, and shall continue from year to year hereafter, unless either party serves notice to the other in accordance with Article **32.1.1**. Either party to this Collective Agreement may, within the period of ninety (**90**) 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 August 16, 1993.**

For

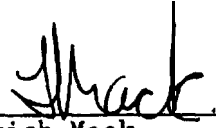
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 16



Erich Erhart, President
CUPE Local 16 - Plant

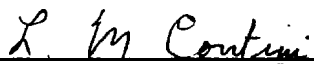


Della Case
Group Vice President
CUPE Local 16 - Plant

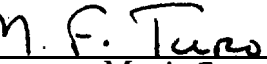


Trish Mack
National Representative
CUPE Local 16 - Plant

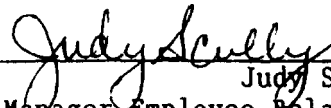
**SAULT STE. MARIE BOARD
OF EDUCATION**



L. M. Contini
Director of Education



Mario Turco
Superintendent of
Human Resources



Judy Scully
Manager Employee Relations

LETTER OF INTENT
BETWEEN
THE SAULT STE. MARIE BOARD OF EDUCATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 16 - PLANT

It is the intent of the Board through a joint committee of stakeholders to review and update the sexual and personal harassment policy. All stakeholders will be provided with equal representation on the **committee**.

It is also the intent that the revised policy will be **communicated** to all staff through training sessions and to make all staff aware that violations of the policy shall be subject to disciplinary action.

LETTER OF INTENT

To be Considered Part of This Agreement

Extended 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 AGREEMENT #1

**between
THE SAULT STE. MARIE BOARD OF EDUCATION
and
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 16 - PLANT**

RE: IMPLEMENTATION OF JOINT JOB EVALUATION

The parties agree to **commence** implementation of the joint job evaluation results effective **December 31, 1992**, in accordance **with the** agreed upon wage schedules **in** article **17**. The parties further agree that the target job rates which achieve internal equity will be attained through negotiated wage adjustments in future collective **agreements**. **The** cost of achieving internal equity will **become** part of the total cost of the negotiated wage package in the years it is implemented.

All full time or part time employees as of the date of ratification of the **1992-95** collective agreement who hold a posted position in a classification **which** requires red-circling to achieve internal equity will be red-circled in accordance with the wage rates effective **1992 03 01**.

Should it become necessary to fill a red-circled position the target job rate or the wage rate in article **17**, whichever is the lesser, will become the rate for the position. The rate paid to employees who have been red-circled will not be paid to employees newly appointed to positions. Custodian Groundskeepers, when replacing a Custodian Group **2**, will continue to receive the **wage** rate applicable to the Custodian Groundskeeper position. Casual employees and employees replacing in accordance with article **18.3.2** will be paid the wage rate as listed in article **17** or the target job rate whichever is the lesser.

Between

THE SAULT STE. MARIE BOARD OF EDUCATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 16 - PLANT

During a previous **round** of negotiations the parties signed a letter of **agreement** dated **88 03 15** concerning vacation **entitlement** for part time headcaretakers. This letter incorporates the relevant **terms** of that letter into the collective agreement.

"In consideration of the changes to article **10.1.1** which removes the following employees from the full time **definiton**, said **employees** shall continue to receive vacation credits equivalent to those received by full time ten month **employees** for as long as they continue to hold the position of Headcaretaker - Group 3 schools.

Those employees are:

- (a) **Erlyn Pickard**
- (b) **Yvonne Mulroney**
- (c) **Jacqueline Sisson "**.

