

SOURCE	Board		
EFF.	92	01	01
TERM.	93	12	31
No. OF EMPLOYEES	230		
NOMBRE D'EMPLOYÉS	230		

**COLLECTIVE AGREEMENT**

between

**THE SUDBURY DISTRICT ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1369, C.L.C.**

**(1992-1993)**

04681(04)

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## **ARTICLE 1 - PURPOSE**

### **1.01**

The purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

## **ARTICLE 2 - SCOPE**

### **2.01**

The scope of this Agreement shall apply to all employees of the Sudbury District Roman Catholic Separate School Board as defined in the Certificate of Certification - issued by the Ontario Labour Relations Board, and dated at Toronto the 7th day of July 1960 and revised on the 29th day of July 1987.

### **2.02**

This being all of the Purchasing and Warehousing and the Custodial and Maintenance Staff of the Sudbury District Roman Catholic Separate School Board save and except Chief Custodians - Secondary and Foremen, persons above the rank of Chief Custodians -Secondary and Foremen, Office Staff and persons not regularly employed for more than 24 hours per week.

## **ARTICLE 3 - UNION RECOGNITION**

### **3.01**

The Board hereby recognizes the Union as the sole Collective: Bargaining Agent for all employees covered by Article 2 - Scope, in respect to hours of work, wages and all other conditions pertaining to this Agreement.

### **3.02**

There shall be no discrimination or intimidation by the Board or the Union against any employee by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, mental or parental status, family relationship, place of residence, handicap, nor by reason of membership or activity in the Union.

## **ARTICLE, 4 - MANAGEMENT RIGHTS**

### **4.01**

The Union agrees that the Board has the right, subject to the terms and provisions of this Agreement, to manage all departments, to direct the forces, to hire, promote, demote, transfer, lay-off, suspend, discipline or discharge employees for just cause.

**4.02**

The Board agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this **Agreement** and subject to the right of the employee to lodge a grievance as set forth herein.

**4.03**

The Union agrees that the Board has the right to require from the employees covered by this Agreement, a certificate of medical fitness from a Doctor mutually agreed upon. The cost of such examination to be borne by the Board.

**4.04**

The Union agrees that the Board has the right to make and alter from time to time rules and regulations to be observed which are not inconsistent with the provisions of this Agreement.

**4.05**

The official personnel file of an Employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action including letters of reprimand or any adverse reports.

**ARTICLE 5 - GRIEVANCE PROCEDURE****5.01**

The Board and the Union agree that the prompt and effective settlement of grievances is desirable and both parties agree to expedite such settlements. Therefore, both parties agree to adjust any complaints or grievances through the regularly constituted Grievance Procedure hereinafter set forth .

**5.02**

In the event of any dispute or grievance arising between the Board and the Union, there shall be no suspension of work on the part of the Board or employee on account of such dispute or grievance. Grievances shall not be discussed when individual or group stoppages occur until the employee or employees participating return to work.

**5.03**

It is the mutual desire of the Parties hereto that complaints of employees be adjusted as quickly as possible. Therefore, an employee's complaint may be taken up verbally by the employee affected with his/her immediate Supervisor/designate within three (3) working days.

Employees shall be accompanied by their Steward unless they do not wish a Steward present. The Immediate Supervisor/designate shall give a verbal answer within three (3) working days from the date the complaint was lodged.

**5.04**

It is agreed that an employee has **no** grievance unless the First Step of the Grievance Procedure has been taken within sixteen (16) working days from the time such grievance arose.

**5.05**

**The Steps** to be taken in the Grievance Procedure shall be as follows:

- (1) In this, the First Step, the **written** grievance shall be **discussed** between the Manager/designate, the applicable Supervisor/designate, and the grieving employee or **employees**, accompanied by a Steward within ten (10) working days from receipt of the written grievance. The Manager/designate shall **give** its decision in writing to the Union within five: (5) working days of the meeting.
- (2) If the Union wishes to proceed in the grievance procedure, then within ten (10) working days from the date of receipt of the decision from the **Manager/designate**, the Union shall **advise** the Board through the Superintendent of Business and Finance in writing of its intention to proceed to Step 2.

In this, the Second Step, the written grievance shall be discussed between the Superintendent of Business and Finance/designate, the Department Manager/designate, a designate from Human Resources and the grieving employee or employees concerned **together** with a Steward and a **CUPE** representative within ten (10) working days from the **receipt of notification** from the Union. The Superintendent of Business and **Finance/designate** shall give its decision in **writing** to the Union within seven (7) working days of the meeting.

- (3) If the union wishes to proceed in the grievance procedure, then within five (5) working days after receipt of the decision of the Superintendent of Business and Finance/designate, the Union shall advise the Board through the Superintendent of Business and Finance in writing of its intention to proceed to the Third Step.
- (4) In this, the Third Step, the Board of Trustees shall meet the grieving employee or employees accompanied by a **Steward** and a **CUPE** representative at its next regular meeting **or** a special meeting **called** for the purpose. The Superintendent of Business and **Finance/designate** shall advise the Union of the Board of Trustees' decision in writing within five (5) working days of the meeting.
- (5) If the **Union** wishes to proceed in the grievance procedure, then within ten (10) working days after **receipt** of the Board of Trustees' **decision**, the Union shall advise the **Board** **through** the Superintendent of Business and Finance in writing of its intention to refer the case to Arbitration. The notice shall contain the name of the Union's Nominee to the Arbitration **Board**. Alternatively either party may invoke the provisions of Section 45 of the Ontario Labour Relations Act:.
- (6) The Superintendent of Business and Finance/designate shall within five (5) working days of **receipt** of the notice, advise the Union of the Board's **Nominee**.

- (7) The two appointees shall, within five (5) working days of the appointment of the second, nominate a third party who shall be Chairman. In the event of their failure to select a third party, the Minister of Labour for Ontario shall select a third party.
- (8) The Arbitration Board shall convene and render a decision within fifteen (15) working days of the appointment of the third party.
- (9) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern. Such decision shall be final and binding upon the Board and the Union, but shall not have the effect of altering or annulling any part of this Agreement.
- (10) The Board and the Union shall pay the costs of their own appointees and shall share equally the cost of the third member.

#### **5.06**

It is understood that the Superintendent of Business and Finance/designate may on behalf of the Board bring forward at any time a grievance by filing same in writing with the President or Secretary of the Union Local and the Union Grievance Committee shall meet the Superintendent of Business and Finance and appropriate Board personnel within five (5) working days of such request. If such grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to Arbitration as set out in this Agreement.

#### **5.07**

Any time limits fixed for the taking of any action in connection with the: specific grievance may be extended by written agreement between the Superintendent of Business and Finance/designate and the Union.

#### **5.08**

Subject to the approval of the appropriate supervisor, representatives of the employees shall be granted necessary leave of absence with pay during working hours for the purpose of meeting with the Supervisory Personnel of the Board, for the purpose of investigation, consideration, and adjustment of grievances, or any other business pertaining to this Collective Agreement.

#### **5.09**

Replies to grievances shall be in writing at all stages.

#### **5.10**

Should it be found upon investigation, that an employee has been unjustly suspended, disciplined or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge, suspension or discipline, (less amounts earned during period of suspension, discipline or discharge) or by any other arrangement which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

**5.11**

Prior to the: imposition of a suspension or discharge, an employee shall be given the reason, in the presence of his/her **Steward** or Union Representative if the employee so desires. Such employee and the **Union** shall be notified promptly in writing by the employer with full disclosure of- the reason for such suspension or discharge.

**5.12**

- (1) An employee shall have the right at any time with proper notification to have access to and review his/her official personnel file as maintained in the Human Resources Department.
- (2) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the: eventual resolution thereof shall become part of the employee's record.
- (3) No evidence from the employee's official personnel file may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- (4) An employee shall have the right to take notes of any material contained in his/her official personnel file.

**ARTICLE 6 - UNION SECURITY****6.01**

It is agreed by all parties hereto that there shall be a compulsory **check-off** upon all employees who come within the scope of this agreement except students employed during the summer, **Christmas**, and mid-winter holidays. If union dues are not deducted from newly hired employees, the Board shall be deemed responsible.

**6.02**

- (1) All deductions shall be made from the first pay of each employee in each calendar month during the currency of this and any subsequent agreements and shall be submitted to the Treasurer of the Union prior to the end of the month in which the deduction was made, together with a list of such employees from whom deductions were made and a further list of all additions to and from the payroll of the Board affecting the Bargaining Unit. The Board shall forward a list of the names of newly hired employees indicating the classification to be occupied. Union dues shall be deducted at the rate of pay in effect at the time of Union dues deduction.
- (2) The employer shall supply to the 'Union the total monthly earnings of all employees in the Bargaining Unit.
- (3) When an employee is off on an approved or voluntary Leave of Absence, the Union dues shall be deducted in advance for the time of the Leave of Absence.
- (4) When an employee is off on extended sick benefits or on Workers' Compensation, the requirements for the deduction of Union dues shall be waived.



**6.03**

No contract, **written** or oral shall be entered into between the Board or any of its designated representatives, and employees covered by this Agreement on matters relative to hours of work, wages, and working conditions, promotions, demotions, or any **other** conditions affecting the welfare of the employees in general.

**6.04**

Foremen, **persons above** the rank of Foreman, and Office Staff shall not perform duties of employees in the Bargaining Unit except for emergency, training or instructional purposes.

**6.05**

On **commencing** employment, the employee's immediate Supervisor shall introduce: the new employee to his/her Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for the purpose of **acquainting** the new employee with the benefits and duties of the Union membership **and** his/her responsibilities and obligations to the employer and Union.

Such a meeting **shall** be arranged by a representative **of** the Board and will take place during the employee's orientation.

**ARTICLE; 7 - SENIORITY****7.01**

- (1) Seniority is **defined** as the length of continuous **service** with the Board or any predecessor **Board**.
- (2) In all cases of promotions, transfers, and recalls for positions within the Bargaining Unit the following factors shall apply:
  - a,) Seniority
  - b) The **ability**, knowledge, skill, performance, qualifications, and fitness of the individual to **fulfill all** of the requirements of the job.

If in the **judgement** of the Board or its designate, factor (b) is **relatively** equal **between** two or more **employees** then factor (a) shall be the: determining factor on a Bargaining Unit wide basis.

- (3) In the event of a lay-off, employees will be laid off in the reverse order of their seniority and recalled in the order of their seniority subject to factor (b) outlined in 7.01 (2) above.

When employees are to be recalled by the Board they shall be notified by registered mail forwarded to the last place of residence recorded with the Board by the employee and if they fail to report for work within fifteen (15) working days after the mailing of such notice, the Board shall be under no obligation to reemploy them.

## 7.02

An **up-to-date** Seniority List shall be sent to the Secretary-Treasurer of the Union and posted on all bulletin boards in January of each year. The posting shall indicate the employees' seniority standing with the Board and shall also indicate the **difference** between employees who work a full forty (40) hours per week and those employees who work less than forty (40) but more than twenty-four (24) hours. Employees seniority will be prorated **based** on the actual hours worked.

## 7.03

- (1) Newly hired Custodians and Assistant Custodians shall be on a probationary basis for a period of thirty (30) working days from the date of hiring. All other newly hired employees shall be on a probationary basis for a period of three (3) calendar months.
- (2) In the case of **promotion** or transfer within the Bargaining Unit, it is agreed that an employee shall be on a trial basis for a maximum period of two (2) months. The employer will **provide** the employee with the necessary orientation for the position. In the event of **failure** to complete the trial period satisfactorily, he/she shall revert to his/her former or **equivalent** position and current wage rate for said or equivalent position. Any other employee promoted or transferred because of the **re-arrangement** of positions shall also be **returned** to his/her former position, wage or salary rate without loss of seniority.
- (3) No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. In the case of a permanent transfer or promotion **outside** the Bargaining Unit, it is agreed that an employee shall be on a trial basis for a maximum period of six (6) months. In the event of failure to complete the trial period **satisfactorily**, it is understood that the employee shall revert to his/her **equivalent** position and the current wage for the equivalent position. If such an employee later returns to the Bargaining Unit, he/she shall **be placed** in an available position. Such return shall not result in a lay-off or **bumping** of an employee in the Bargaining Unit.

Employees transferred or promoted **permanently** outside the Bargaining Unit shall retain their **seniority** but will not accumulate further seniority.

- (4) Upon completion of a temporary transfer or promotion outside the Bargaining Unit, the employee shall revert to his/her former position and current wage rate. If a temporary position outside the Bargaining Unit exceeds twelve (12) months, the employee's former position will be posted permanently as per Article 9.01 and the employee will, upon completion of the assignment, return to an equivalent position and current wage rate. Such return shall not result in lay-off or bumping of an employee in the Bargaining Unit.

**Employees** transferred or promoted temporarily outside the Bargaining Unit, shall retain their **seniority** but will not accumulate further seniority nor will union **dues** be collected during the period.

- (5) The Employer will notify the Union in writing of all permanent/temporary transfers outside of the: Bargaining Unit.

**7.04**

Protests in regard to discrepancies to the seniority standing since the last **posting** of the seniority list **must** be: submitted in writing to the Superintendent of **Business and Finance/designate** within thirty (30) working days from the: date the Seniority List is posted. When proof of error is presented **by** the employee or his/her representative, such error will be corrected and when so **corrected**, the agreed upon seniority date **shall** be final. No change in the seniority status of an employee shall be made **unless** concurred in by the Union.

**7.05**

The Board shall be entitled to employ temporary help to work more than 24 hours per week for a period not to exceed a six (6) month duration. If a temporary employee stays beyond the aforesaid six (6) month period he/she automatically becomes a permanent employee. Such an employee shall be entitled to seniority rights retroactive to the date of hire and all other rights, benefits and privileges of this Collective Agreement from the day he/she becomes a permanent employee.

**ARTICLE 8 - LOSS OF SENIORITY****8.01**

An employee shall lose all seniority for any of the following reasons:

- a) **Voluntary** resignation
- b) Discharge for just cause
- c) **Failing** to report to work within fifteen (15) working days after **receipt** of notice to return to work after lay-off
- d) **After** a lay-off extending for a period of more than twenty-four (24) consecutive months

**ARTICLE 9 - JOB POSTING****9.01**

- (1) All first vacant and newly created jobs requiring more than twenty-four hours of work: and all first and second vacancies only within the classification of assistant custodian and custodian **shall** be posted for a minimum of five (5) working days on the bulletin boards in all **departments**. Such notice shall contain the: following information: Nature of position, **department**, shift and wage rates and the following paragraph:

"It is understood that if an **appointment** is made from **among** present employees to fill the posted job, other vacancies 'could occur. These will be filled by transfers and/or new appointments. Anyone interested in the posted job or in any **other** job that may occur as a result of the filling of the **posted** job must file his/her application within the time specified under 9.01(2)."

A copy of said posting shall be forward to the Secretary-Treasurer of the Union.

Application forms shall accompany the posting notices.

- (2) A selection. period of ten (10) working days shall take place after the posting has ended after which. the name of the successful applicant shall be posted for five (5) working days on all bulletin boards and a copy forwarded to the Secretary-Treasurer of the Union.
- (3) The Board shall post all vacancies as specified in Article 9.01(1) within five (5) working days of the occurrence.

### **9.02**

- (1) Following the selection process of the job posting procedure, the employer shall provide the Union with the names of all applicants, their seniority and indicate the successful applicant to the vacant position.
- (2) Each applicant is bound to accept the job posted unless he/she withdraws his/her application in writing prior to the conclusion of the five (5) day posting period under Article 9.01 (1).

The successful applicant shall not be permitted to return to his/her former job for a period of six (6) months.

- (3) Where there are no successful applicants an employee may be hired from outside: the Bargaining Unit.

### **9.03**

- (1) Temporary vacancies of between twenty (20) working days or less need not be posted and may be filled with employees from outside the Bargaining Unit. However, such temporary vacancies in the: position of Custodian in schools where there are Assistant Custodians shall be filled by the Assistant Custodian in that school subject to Section 7.01 (2).
- (2) In the event that a temporary vacancy extends beyond the twenty (20) working days the vacancy shall then be posted in the usual manner.
- (3) An employee filling a temporary vacancy shall on termination of the said temporary vacancy revert to the position held immediately preceding his/her selection for the temporary vacancy.

### **9.04**

An employee wishing to transfer to another job within the Bargaining Unit may file with the Board a written application in duplicate for such transfer. One copy thereof shall be initialled by the Board official. receiving the same and returned to the applicant. In the event of a vacancy occurring in the job applied for, such applicants will be given consideration subject to factor (a) and (b) in 7.01 (2) above.

## ARTICLE 10 - PAID HOLIDAY'S

### 10.01

All work requested by the Board on the following Paid Holidays will be paid for at the rate of one and one-half (1 1/2) times the regular **rate**, in addition to the regular pay.

New Year's Day	Victoria Day
Christmas Day	Civic Day
G o o d Friday	Easter Monday
Thanksgiving Day	Canada Day
Labour Day	Boxing Day

National Heritage Day (if proclaimed by the Federal **Government** and declared by the Provincial Government **as** a School Holiday for students).

### 10.02

- (a) In the event that the following Paid Holidays fall on a day set out below, the following schedule shall be observed by all employees.

<b>Holiday</b>	<b>Falling On</b>	<b>Day Off</b>
New Year's Day	Saturday or Sunday	Friday Preceding
Canada Day	Saturday or Sunday	Monday <b>Following</b>
Christmas Day	Saturday or Sunday	Friday Preceding
Boxing Day	Saturday or Sunday	Monday Following

- (b) In the event that Canada Day falls and is nationally to be celebrated on Tuesday, Wednesday, or Thursday, the Board may upon request of the Union designate the following Monday as the day off in lieu thereof with pay.

### 10.03

In the event that a Paid Holiday falls within the employee's vacation period, no deduction shall be made from the employee's vacation entitlement for that day.

### 10.04

In **order** to qualify for any of the **above** Paid Holidays, an employee is required to work his/her one full **scheduled** shift immediately preceding and his/her one full scheduled shift immediately following the **Holiday** unless such employee is sick and produces a medical **certificate** to that effect.

### 10.05

**Employees** who are not required to work **on** the above Holidays shall receive Holiday pay equal to one normal day's pay. Employees **called** upon to **work** on any of the Holidays provided for in this **Article** shall be paid their regular day's pay as above, plus time and one-half their regular rate per hour for all. hours worked with a guaranteed minimum of four (4) hours.

### 10.06

**Each employee** shall be entitled to a. day off with pay to be taken on a work day of the: employee's choice between Christmas and New Years' Day.

**10.07**

Payment for statutory holidays for employees working less than **40 hours** will be: based on the average salary and **average** hours worked of the preceding 20 working days to the holiday.

**ARTICLE 11 - ANNUAL VACATIONS****11.01**

Employees who have less than one year's service with the Board as of June 30th, shall be granted **vacations** on the following basis:

**5/6th** of one day with pay for each month or major fraction thereof of service prior to June 30th.

**11.02**

Employees who have completed one year or more of employment with the Board as of June 30th, shall be granted two (2) weeks vacation with pay calculated at the rate of 4% of the gross yearly earnings, for the year ending June 30th.

**11.03**

Employees who have completed the following years of service with the Board shall be granted annual vacation with pay **according** to the following schedule:

<u>Years of Service as of June 30th</u>	<u>Annual Vacation Entitlement</u>	<u>Vacation Pay</u>
Less than one	5/6 of one day each month	4% of gross earnings
From one (1) to three (3) years	10 days	4% of gross earnings
Four (4) years	15 days	6% of gross earnings
Five (5) years	16 days	6.4% of gross earnings
Six (6) years	17 days	6.8% of gross earnings
Seven (7) years	18 days	7.2% of gross earnings
Eight (8) years	19 days	7.6% of gross earnings
Nine (9) years	20 days	8% of gross earnings
Ten (10) years	21 days	8.4% of gross earnings
Eleven (11) years	22 days	8.8% of gross earnings
Twelve (12) years	23 days	9.2% of gross earnings
Thirteen (13) years	24 days	9.6% of gross earnings
Fourteen (14) years	25 days	10% of gross earnings
Fifteen (15) years	26 days	10.4% of gross earnings
Sixteen (16) years	27 days	10.8% of gross earnings
Seventeen (17) years	28 days	11.2% of gross earnings
Eighteen (18) years	28 days	11.2% of gross earnings
Nineteen (19) years	29 days	11.6% of gross earnings

Twenty (20) years	29 days	11.6 % of gross earnings
Twenty-one (21) years	30 days	12.0% of gross earnings
Twenty-two (22) years	30 days	12.0% of gross earnings
Twenty-three (23) years	31 days	12.4 % of gross earnings
Twenty-four (24) years	31 days	12.4% of gross earnings
Twenty-five (25) years	32 days	12.8% of gross earnings

#### 11.04

**Employees** with vacation entitlement shall accumulate their vacation credits to June 30th of each year. Employees shall not be **allowed** to take any vacation from their accumulated vacation credits prior to June 30th.

#### 11.05

Vacations shall be taken during the twelve (12) month period following the date of eligibility being **June 30th** of each year. In the event that two employees are requesting the same vacation time, seniority will be the governing factor.

#### 11.06

**Employee requests** for vacation leave will be scheduled and approved by the Board up to the **maximum** number of employees that can reasonably be accommodated at one time.

#### 11.07

An employee leaving the services of the Board at any time in his/her vacation year before he/she has had his/her vacation, shall be entitled to vacation with pay prorated in accordance with the provisions of this **Article**.

#### 11.08

(a) Custodial employees shall be allowed to take their vacation entitlement in accordance with Article 11.03 during the following periods:

- i) July and August
- ii) Christmas Break
- iii) Mid Winter Break
- iv) Other days as mutually agreed upon with the employer where regular day school classes are not being offered.

(b) An **employee** wishing to take vacation as entitled, in accordance with Article 11.03, at other **periods** than indicated in clause: 11.08 (a) above shall comply with the following conditions:

An allowable maximum of ten (10) working days will be granted.

Vacation shall be taken at a time mutually agreed to by the 'employer and employee. If conflict arises in assigning vacation period under this clause, seniority shall govern.

(c) Employees taking their vacation entitlement under clauses 11.08 (a) and (b) above shall be replaced in accordance with the manpower formulas outlined in Schedules "C" and "D".

**11.09**

**Maintenance Section Employees** may take their holidays at any time during the year, seniority **being the** governing factor, having made suitable arrangements with the Supervisor who will have due regard. for the efficiency of **operations** in establishing a vacation schedule.

**11.10**

- (a) Employees will receive due vacation pay and vacation entitlement in accordance with **Article 11.03.**
- (b) **Vacation** pay adjustments due: to **overtime** and the difference between an **employee's** basic weekly earnings and actual earnings totalled for the preceding **year** shall be made on the **last bi-weekly** pay of July of each year.
- (c) Vacation pay will be paid to employees for vacation days taken at the daily vacation rate **and** issued on the regularly scheduled **bi-weekly** pay during which the employee takes **his/her vacation.** Daily vacation rates shall be calculated at the employee's **basic** hourly rate times his/her basic daily hours of work.
- (d) Notwithstanding 11.10 (c) an employee will be able to have his/her vacation pay in advance on the regular pay cheque immediately preceding his/her scheduled vacation upon a minimum three-week notification to his/her supervisor.

**ARTICLE 12 - HOURS OF WORK AND OVERTIME****12.01**

The maximum hours of work for the Custodians working full-time shall be as Schedule "B" attached.

**12.02**

The hours of work for other employees in the Custodial Division shall not exceed forty (40) hours per week and such hours will be as arranged by the Supervisor/designate.

**12.03**

All hours of work in excess of the number of hours mentioned in 12.01 and 12.02 above, shall be **deemed to be** overtime and shall be paid at the rate of one and one-half times the regular rate.

**12.04**

- (a) Maintenance Section hours of work shall be as per Schedule "B".
- (b) Purchasing and Warehousing Department hours of work shall be as per Schedule "B".



**12.05**

Employees called upon to perform work not continuous with their regular shift shall be entitled to a minimum of four hours pay for four hours work or less at the prevailing overtime rate.

**12.06**

Employees called upon to perform scheduled overtime shall be paid at one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of the regular working hours.

**12.07**

For the purpose of this article, a regular shift is defined as eight (8) hours per day and a regular work week as defined in Schedules (B), (C) and (D) 40 hours per week.

**12.08**

- (a) Overtime will be divided as equitably as possible. Such overtime shall be given to permanent employees before probationary employees.
- (b) In an emergency situation and where feasible, the Custodian assigned to a school shall be called in.

**12.09**

Any Custodial Division employee required to do extra work because of the loan or rental of a school, shall be paid at one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of the regular working hours.

If the presence of the Custodial Division is not required in a school during a loan or rental, the said Custodial Division employee shall not be held responsible for the security of the school during the night of the said loan or rental.

**12.10**

Time off in lieu of overtime shall be approved under the following conditions:

- (a) Instead of cash payment for overtime, an employee may choose to accumulate time off at the overtime rate.
- (b) The maximum overtime accumulation shall not exceed eighty (80) hours in any given calendar year. Employees shall not be allowed to replenish any of the used banked overtime hours.

- (c) All time off in lieu of overtime shall be taken by the employee at a time mutually agreed upon 'by the **employee** and employer, during the same calendar year the overtime was incurred. An employee's bank of accumulated overtime shall be depleted by December 31<sup>st</sup> of each year.
- (d) In the event that an employee does not exhaust his/her bank of overtime by **December 31<sup>st</sup>**, the employee shall be paid the overtime at the applicable rate at the time the overtime was incurred.

### **12.11**

- (a) When an employee is called upon to perform more than two (2) hours of overtime work continuous with his/her regular scheduled shift, during the calendar year 1992, he shall be paid up to a maximum of \$7.64 for the purpose of purchasing a meal. Should the employee be required to **complete** an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then he/she shall be paid up to a maximum of an additional \$7.64 for the purpose of purchasing the second meal. The meal allowance will be increased as per Schedule 'A' (c) effective January 1, 1993.
- (b) Employees called upon to **perform** work not continuous with their regular scheduled shift: during the calendar year 1992, shall receive a meal allowance of up to a maximum of \$7.64 for each five (5) continuous hours of employ. The meal allowance will be increased as per Schedule "A" (c) effective January 1, 1993.

## **ARTICLE 13 - NO STRIKES OR LOCKOUTS**

### **13.01**

During the term of **this** Agreement neither the Union or any of its Officers or Officials, nor any **employee** shall take part in, or call, or encourage any strike, sit-down, or any suspension of work against the Board which shall in any way affect the operations of the **Board**, nor shall the **Board** nor any of its Officers or Officials engage in any lockout.

## **ARTICLE 14 - BULLETIN BOARDS**

### **14.01**

The Board agrees that the Union shall have the right to use Bulletin boards supplied by the Board **and** located in a custodial supply room in each school and the Maintenance Shop. Such **Bulletin** Board will be used to post notices of meetings and other such notices that may be of interest to all employees concerned. Management shall have the right to remove: materials offensive to the Board.

## **ARTICLE 15 - VALIDITY OF AGREEMENT**

### **15.01**

In. the event of any provisions of this, Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be, or deemed to be abrogated but shall be amended as to conform with the requirements of any such law.

## **ARTICLE 16 - PAY DAYS**

### **16.01**

Pay days shall be every second Thursday except that should a Holiday fall on that day, the preceding day shall be deemed to be Pay Day.

### **16.02**

The Board will show conspicuously in writing on the pay slip accompanying the wages paid to each employee the following facts: employee's wage rate, number of overtime hours worked and all deductions made.

### **16.03**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union Dues paid by each Union Member in the previous year.

## **ARTICLE 17 -- SCHEDULES**

### **17.01**

Attached hereto and forming an integral part of this Agreement are the following Schedules:

1. **Schedule "A"** - Classification and Wage Rates
2. **Schedule "B"** - Hours of Work
3. **Schedule "C"** - Manpower Formula Elementary Schools
4. **Schedule "D"** - Manpower Formula Secondary Schools
5. **Schedule "E"** - Bereavement Article 25.05.

## **ARTICLE: 18 - TOOLS AND EQUIPMENT**

### **18.01**

The Board will **supply** all tools and equipment and cleaning materials essential and necessary by the Board in order to carry out the work in maintaining the schools. All such tools provided must be kept on school premises and replacements will be made by producing the broken or worn tool. ,

## ARTICLE 19 - HOSPITALIZATION AND MEDICAL BENEFITS

### 19.01

- (1) The Board agrees to contribute one hundred percent (100%) of the total employee cost for the Extended Health **Supplementary** Plan, Vision Care Plan (\$200.00) and the Prescription Drug Plan (35 cents deductible).
- (2) The Board **agrees** to contribute one hundred percent (100%) of the premium for Group Life Insurance **equal** to triple the annual salary.

The Board agrees to contribute \$1.80 per month per employee for Group Term Life Insurance coverage upon the life: of the employee's spouse of twelve thousand dollars (\$12,000.00).

Participation in this plan of **Group** Term Life Insurance for employees and spouses shall be mandatory for all employees **covered** by this agreement.

- (3) The **Board** agrees to contribute one hundred percent (100%) of the total employee cost for the Dental Plan in accordance with the current **O.D.A.** fee schedule. This Dental Plan will include a **50%** co-insurance **orthodontal** and major restorative plan to a maximum of **\$2,000.00** lifetime for each element for all family members.
- (4) a) In the event an employee has exhausted his/her paid sick leave, the employer's contribution will be paid to the above plan during the employee's participation in the wage-loss program (**maximum 75 days**). Thereafter, the employee may choose to participate **by** paying the full premiums through the employer.
- b) An employee on staff who is injured in the course of his/her duty and receiving **indemnity** from the Workers' Compensation Board shall be provided the opportunity to elect:
  - (i) To receive his/her indemnity directly from the Workers' Compensation **Board** without deduction from his/her accumulated sick **leave** credits
  - or
  - (ii) **to** remit his/her indemnity to the Board and receive from the Board his/her full **salary** in accordance with this agreement in which case, the Board shall deduct from the employee's **cumulative** sick leave for each day of absence from work the proportion of time: equivalent to the: amount paid by the Board (salary less Workers' Compensation benefits) to insure the employee receives his/her full **salary**.
- c) An employee who is **receiving** Workers' Compensation Board weekly benefits will continue to receive benefits in accordance with the Benefit Plans in Article 19.01 as **per** the Workers' Compensation **Act**. Following this statutory period, an **employee** may continue to participate in group benefits provided in this agreement by remitting directly to the Board the full premium thereof.
- d) When the employee's cumulative sick leave are entirely used up, the conditions of option **(4)(b)(i)** above shall apply.

## **ARTICLE 20 - COMMITTEES**

### **20.01**

The Board **agrees**, in **cooperation** with the Union, to establish a Labour-Management Committee to be **composed** of four **(4) members** of the Union Executive and four **(4) Board Management** representatives. It shall be the duty of this Committee to meet once a month if necessary to discuss any matters **which may arise** in the day to day operations of the: **Board**.

Any representative of the local Union Labour-Management **Committee** shall have the right to attend the **regularly** scheduled meetings within working hours without loss of remuneration.

### **20.02**

The **Board** agrees, in cooperation with the Union, to establish a **Labour-Trustee Committee** to be **composed** of three **(3) members** of the Union Executive and three **(3) Board Trustees**. It shall be the duty of this Committee to meet upon the request of either party if **necessary** to discuss any matters which may arise in the day to day operations of the Board. In addition, the Superintendent of Business and **Finance** and the **CUPE** Representative will be part of the **Committee** as non-voting members.

Any representative of the: local **Union Labour-Trustee Committee** shall have the right to attend the regularly scheduled meetings within working hours without loss of remuneration.

## **ARTICLE 21 - PENSION PLAN**

### **21.01**

Employees covered by this Agreement shall be covered by the Ontario Municipal Employees **Retirement** System and the Canada Pension Plan based on a fifty percent **(50%)** contributory basis.

## **ARTICLE 22 - RELIEVING IN OTHER. GRADES**

### **22.01**

When an employee is detailed to relieve in a position of higher rating, he/she shall **receive** the rate **applicable** for the position in which he/she is relieving for the full relief period.

### **22.02**

When an employee is detailed to relieve in a position of **lower** rating, he/she shall maintain his **regular** rate of pay while so assigned.

**ARTICLE: 23 - VEHICLE ALLOWANCE****23.01**

Permanent employees required by the **Board** to use their personal vehicles in order to carry out the business of the **Board** shall receive a vehicle allowance at the rate of 32.3 cents per kilometre while on **Board** business plus an additional \$56.18 effective January 1, 1992. This allowance will be increased as per Schedule 'A' (c) effective January 1, 1993.

**23.02**

Vehicle allowance payment shall be made for a one (1) month period **calculated** on a calendar month and paid before the following month-end consisting of **the** total allowances for the preceding month as well. as **showing** conspicuously on the pay slip, the total mileage, the rate per mile, as well as the additional monthly payment of \$56.18 effective January 1, 1992. This allowance will be increased as per Schedule 'A' (c) effective January 1, 1993.

**23.03**

The vehicle allowance rate of 32.3 cents per kilometre shall be increased by 0.6 cents per kilometre for every 1.3 cents per litre: increase on the cost of gasoline and shall be decreased by 0.6 cents per kilometre for every 1.3 cents per litre decrease on the cost of gasoline.

The Shell **Canada** Limited Super Full Service Pump price for **gasoline** shall be used to calculate any increase above or decrease below the cost per litre of gasoline at January 1, 1990.

**ARTICLE 24 - SICK LEAVE****24.01**

The following **Sick Leave** Provisions are to be effective. Sick Leave defined - Sick **Leave** means the period of time an employee is permitted to be absent from work with full pay by virtue of **being** sick. or temporarily disabled or because of an accident for which compensation is not **payable** under the Worker's Compensation Act, or for which the employee would be legally **liable**.

**24.02**

Sick **Leave** shall be granted to employees on the basis of two (2) days per month per year.

In any one: year where an **employee** has not had sick leave or only a portion thereof, he/she shall be entitled to full accrual of the unused portion of sick leave for his future benefits' to a **maximum** of two hundred and sixty (260) days. A deduction shall be made from accumulated sick leave on all normal working days absent for sick leave as defined in 24.01.

**24.03**

An **employee** will **be** required to produce a certificate from a duly **qualified** medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry his/her **duties** due to illness.

**24.04**

An employee **will** give reasonable notice of his/her inability to report for work due to illness and **will also** give reasonable notice of his/her desire to return after such illness.

**24.05**

A **statement** of accumulated days of sick leave will be issued by the Board to all employees once a year..

**24.06**

A full-time employee who is retiring from the **Board** on a pension from **O.M.E.R.S.** because of age or inability through illness of efficiently **discharging** his/her duties shall be entitled to a sick leave credit gratuity as follows:

10 years' service, 10% of cumulative sick leave credits X 1/260 of annual salary at date of retirement.

11 years' service - 12 %	21 years' service - 32 %
12 years' service - 14 %	22 years' service - 34 %
13 years' service - 16 %	23 years' service: - 36 %
14 years' service - 18 %	24 years' service: - 38 %
15 years' service - 20 %	25 years' service: - 40 %
16 years' service - 22 %	26 years' service - 42 %
17 years' service - 24 %	27 years' service - 44 %
18 years' service - 26 %	28 years' service - 46 %
19 years' service - 28 %	29 years' service - 48 %
20 years' service - 30 %	30 years' service - 50 %

**24.07**

In the event of the death of an employee either before or after retirement, all accrued and outstanding sick: leave shall be paid in the form of cash bonus to the employee's estate calculated by the formula prescribed in clause **24.06**.

All such benefits shall be paid in full within one year after **retirement** or as arranged to the mutual satisfaction of the: employee and the Board.

**24.08**

**During** the term of this **Agreement** the Board will assume the cost of administering a Long Term Disability Plan with the entire: cost of the premiums to be paid by the employee. Such plan will be implemented **after** discussion with the Salary Committee provided that the participation requirements of the Carrier are satisfied. It shall be the responsibility of the employees to conclude suitable arrangements with a Carrier (see Letter of **Understanding**).

**24.09**

- a) Employees **who** work less than **40** hours per week will be 'credited sick leave prorated based on the actual hours worked in a calendar month.
- b) **Payment** for sick leave for employees working less than **(40)** hours will be based on the average **salary** and average hours' worked of the preceding **(20)** working days to the sick: leave,.
- c) **Payment** of sick leave for permanent full time employees occupying **temporary** assigned positions of less than thirty-five **(35)** days, shall be at the employees regular permanent basic hourly rate times his/her basic daily hours of work:.

**ARTICLE 25 - LEAVE OF' ABSENCE****25.01**

**Employees** elected or appointed as salary representatives of a **Union** shall be granted leave of absence **without** pay **while** so engaged, provided written request is made by the **Union**, In the event that the employee shall return to work with the **Board**, he/she shall be entitled to all benefits and seniority rights accrued up to the time of his/her leave.

**25.02**

Duly appointed delegates shall be granted leave of absence without pay and without loss of seniority to attend conventions or educational seminars of the **Union** upon **five (5)** working days written notice by the **Union**.

**25.03**

Any employee now serving or who hereafter serves in the **Armed Forces** shall, during his/her **absence**, while on military service, be granted leave of absence.

**25.04**

The name of an employee on a leave of absence shall be continued on the **Seniority List** and shall accumulate seniority provided **such** leave of absence is **authorized** by the **Board**.

**25.05**

**Employees** will be **allowed** leave of absence without deduction of salary and **without** deduction from sick leave credits as follows and as detailed in **Schedule "E"**:

- '(a) a maximum of **five (5)** consecutive working days upon the death of immediate relatives who shall be parents, sister, brother, wife, husband, and children;
- (b) a maximum of **three (3)** consecutive working days upon the death of immediate relatives **who shall** be mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law and grandparents;



- (c) an additional day or days without pay may be granted by the immediate supervisor when excessive travelling is involved;
- (d) for the purpose of this article, **brothers-in-law** or sisters-in-law of the employee are defined as the brothers or sisters of the employee's spouse and the spouse of the employee's brother or sister;
- (e) a leave granted under this article shall begin the **earlier** of when an employee leaves his/her work or on the day **following** the day of death;
- (f) In the: event an **employee** is on vacation and entitled to take Bereavement Leave, the **vacation** credit shall be reinstated.

### **25.06**

Every employee is entitled to his/her salary notwithstanding his/her absence from duty in any case where, because of exposure to a communicable disease, he/she is quarantined or otherwise prevented by the order of the Medical Health Authorities from attending upon his duties.

### **25.07**

Every employee is entitled to his/her salary, less jury duty pay, notwithstanding his/her absence from duty as a witness in any court or jury duty to which he/she has been summoned in any **proceedings** to which he/she is not a party or one of the persons charged.

### **25.08**

No deductions will be made from sick leave credit for absences as defined in 25.05, 25.06, and 25.07 above.

### **25.09**

- (1) A. **Pregnancy** and/or Parental Leave shall be considered as a right. Accordingly, no **employee** shall be laid off or otherwise **adversely** affected in her employment because of pregnancy. The employer shall not deny the pregnant employee the right to continue **employment during the period of pregnancy**. Where working conditions may be hazardous to an unborn child or to the pregnant **employee**, the employee shall be **entitled** to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.
- (2) The duration of the Pregnancy and/or Parental Leave shall be in accordance: with Part XI of the Employment Standards Act, RSO 1974 and amendments thereto. At the request of the employee, the employer shall **extend** the period of unpaid pregnancy/parental leave to a **maximum** of six (6) months.
- (3) During the statutory period of the Pregnancy and/or Parental Leave, an employee shall retain full employment and rights and shall accumulate all benefits under this Collective **Agreement**.
- (4) **During the: statutory period of the Pregnancy and/or Parental Leave**, the employer shall continue to pay the: hospital, medical, dental, disability, group life, pension and other benefits of this agreement.

- (5) When an employee decides to return to work after Pregnancy and/or Parental Leave, he/she shall provide the employer with at least two weeks' notice. On return from Pregnancy and/or Parental Leave, the employee shall be placed at least in his/her former position, If the former position, no longer exists, he/she shall be placed in a position in his/her **department** of equal rank and value at the same rate of pay.
- (6) A, one: (1) day Paternity Leave or Adoption Leave shall be granted on the date of birth of the **child** or in the case of an adoption, on the day of arrival of the child.
- (7) During the **two (2)** week U.I.C. waiting period, the employee shall be entitled to **95%** of her salary. This payment constitutes a **Supplemental** Unemployment Benefit Plan (SUB) which. **shall** be registered with and subject to **the** approval of Canada Employment and Immigration.
- (8) Where an employee seeks leave due to adoption, the foregoing provisions shall apply.

#### **25.10**

- (1) **Where** applicable and when the Union officially makes a request for leave(s) of absence for employee(s) and where such leave(s) are approved by the **Board's** designate, the Board shall continue to pay the salary of the employee(s), invoice the Treasurer of the Union and the **Union** shall **reimburse** the Board for such salary without delay.
- (2) The Superintendent of Business and Finance/designate shall grant a leave of absence of up to five **(5)** days per contract term to members of the **Negotiating** Committee upon two **(2)** weeks notice or if not possible upon a shorter reasonable notice in order to prepare contract **amendments** and proposals in preparation for a meeting with the **Board**. The Board shall continue to pay the salary of the **employee(s)**, invoice the Treasurer of the Union and the **Union** shall **reimburse** the Board without delay.
- (3) The Superintendent. of **Business** and Finance/designate agrees to allow a leave of absence of two **(2)** working days per month for the President of the Union. The purpose for this leave of absence shall be to cover the administration of the Bargaining Unit in the best interests of **the** members and the relationship attached to the **Board**. The Board shall continue to pay the salary of the **employee**, invoice the Union and the **Union** shall reimburse the Board without delay.

#### **25.11**

An **Employee** shall be entitled to Leave of Absence 'without pay and without loss of seniority to a **maximum** of fifteen **(15)** working days per year when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Superintendent of Business and Finance/designate. Such approval shall not be withheld without just cause.

**25.12**

- (1) When an employee is required to be absent for personal reasons, he shall be granted up to two (2) consecutive days or four (4) half-days per calendar year, taken individually, collectively or in combination, without loss of pay but subject to deduction from the employees' bank of accumulated sick: leave.
- (2) Personal Leave days shall not be taken the calendar day immediately preceding and/or immediately following a holiday or a vacation period unless the leave is approved by the Superintendent of Business and Finance or designate.
- (3) The Personal Leave entitlement for employees working less than 2,080 hours per year will be prorated based on the total hours worked in the preceding calendar year.

**ARTICLE 26 - RETIREMENT**

**26.01**

The retirement age shall be sixty-five (65) years of age.

**26.02**

For current and future retired employees who have had fifteen (15) or more years of continuous service with the Board, the Board agrees to contribute one hundred percent (100%) of the total premium cost for the following plans until such employees attain sixty-five (65) years of age:

- a) Comprehensive Extended Health Care annual deductible of \$25.00 Single - \$50.00 Family - with eye glass subsidy of \$150.00.

The provisions of Article 26.02 apply only to a person who:

- i) Has applied for and receives within ten (10) years of normal retirement, a service pension from O.M.E.R.S.
- ii) Has applied for and receives an O.M.E.R.S. Disability Pension.

**ARTICLE: 27 - JOB SECURITY**

**27.01**

It is agreed that for the term of this Agreement there shall be no restriction on contracting out by the Board of their work or services of a kind now performed by employees herein represented; provided however, that no regular employee of the Board shall, as a result of such contracting out, thereby lose employment or be demoted.

**ARTICLE 28 - TERM OF AGREEMENT****28.01**

The Agreement shall be in effect from the, 1st day of January 1992 and shall remain in effect until the 31st day of December 1993, and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

**28.02**

Notice that amendments are required or that either party intends to terminate this Agreement may **only** be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of Agreement or any anniversary date of such expiration date.

**28.03**

If notice of amendments or termination is given by either party pursuant to Article 28.02, the other party if requested to do so, agrees to meet for the purpose of negotiations within thirty (30) days from receipt of the said notice provided that the party giving the notice, if requested by the other party, shall consent to a reasonable extension to the thirty (30) day period.

**ARTICLE: 29 - CONTRACT LANGUAGE****29.01**

It is understood and agreement between the parties that the official contract language for the Agreement shall be the English language.

**ARTICLE: 30 - DEFINITIONS****30.01**

For the purpose of computing time where required in this Agreement working day shall mean any day other than Saturday, Sunday and/or Paid Holidays.

**ARTICLE: 31 - SAFETY BOOTS AND SHOES AND UNIFORMS****31.01**

- (1) The **Board** shall provide an allowance of \$80.27 effective January 1, 1992 to be paid in the month of **December** in **each** year of the **Collective Agreement** to cover the cost. of safety boots or shoes as **defined** in Article 31.01 (1)(2)(3)(4)(5)(6) below. This allowance will be increased as per Schedule 'A.' (c) effective January 1, 1993.
- (2) Employees performing the duties of Maintenance Man and Tradesman are required to wear as a minimum, green **patch** safety boots.

- (3) Employees performing the duties of shop tradesman are **required** to wear as a minimum, green patch safety footwear.
- (4) **Employees** performing the duties of a tradesman-painter are **required** to wear as a minimum, safety toe footwear.
- (5) Custodial employees performing regular duties will wear as a minimum, yellow patch safety footwear.
- (6) Custodian employees performing stripping and ground maintenance duties will wear as a minimum, yellow patch safety boots.
- (7) **Warehousing** employees will wear as a minimum, green patch safety boots.

### **31.02**

The Board shall supply to all employees two pairs of uniform trousers or pantsuits, two uniform shirts during **the first year** of employment and one pair of uniform trousers or pantsuits, one uniform shirt every year thereafter. In addition, Tradesmen shall be supplied with one pair of coveralls annually.

## **ARTICLE 32 - OTHER MATTERS**

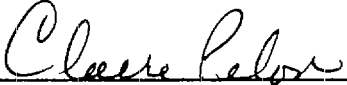
### **32.01**

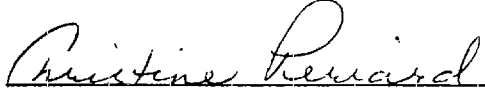
Both the Board and the **Union** agree that the **Union** shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Board.

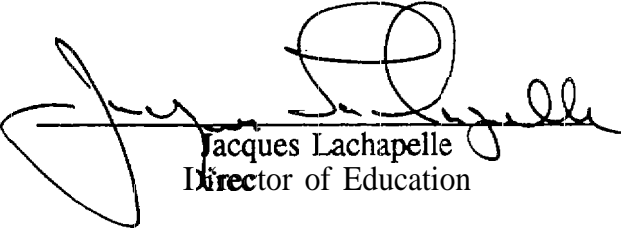
In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective name by their respective representative thereunto duly authorized as of this 28<sup>th</sup> day of September, 1992.

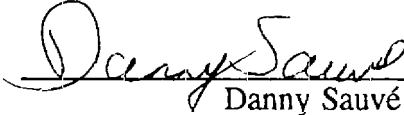
For the **Sudbury District Roman Catholic Separate School Board**

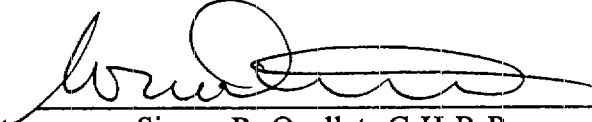
For the **Canadian Union of Public Employees, Local 1369, C.L.C.**

  
\_\_\_\_\_  
Claire Pilon  
Chairperson of the Board

  
\_\_\_\_\_  
Christine Periard  
Representative  
Canadian Union of Public Employees

  
\_\_\_\_\_  
Jacques Lachapelle  
Director of Education

  
\_\_\_\_\_  
Danny Sauvé  
President, CUPE Local 1369

  
\_\_\_\_\_  
Simon P. Ouellet, C.H.R.P.  
Manager, Human Resources and  
Chief Negotiator

Other Members:      Léo Boudreau  
                                 Guy Martin  
                                 Gaston Rancourt

Other Members:

G. Middleton, Chairperson, Trustee Committee  
T. Rannelli, Trustee  
G. Charette, Trustee  
R. J. Boucher, Superintendent of Business & Finance  
R. Dupuis, Manager, Maintenance Services  
D. Rochon, Manager, Purchasing Services

**SCHEDULE "A"****CLASSIFICATION AND 'WAGE RATES**

<b><u>1) POSITION</u></b>	<b><u>JANUARY 1, 1992</u></b>
Custodian Elementary	
0-12,000 sq. ft.	\$16.50
12,001 - 20,000 sq. ft.	17.09
20,001 - 30,000 sq. ft.	17.54
30,001 sq. ft. plus	17.67
No Responsibility Allowance	15.26
Assistant Custodian	14.15
Probationary Custodian	12.78
General Tradesman	20.12
General Maintenance Man	18.38
Truck Driver	15.98
Labourer	13.91
Tradesman & MTCE Man Helper	
1st Year	14.32
2nd Year	15.14
3rd Year	15.98
4th Year	16.69
Equipment Mechanic	20.12
Warehouse Clerks	16.20
Vacation Lead Hand Custodian	16.00
Custodian Secondary School L'Horizon	17.67
Marymount Annex	17.67

**2) Allowance for certificates**

Employees in the General Tradesmen classification who possess government certificates will receive an allowance of 44¢ per hour while performing 'duties recognized by the Trade Certificate. An additional allowance of 44¢ per hour per certificate will be paid for additional certificates where required by law in order for the work to be performed. This allowance will be increased as per Schedule 'A' (c) effective January 1, 1993.

- 3) Effective January 1, 1993, Schedule 'A' (a), (b) and all other allowances in the Collective Agreement will be increased by a percentage equivalent to the National Consumer Price Index (CPI) (1986 = 100) change from October 1991 to October 1992 with a minimum of 3.5% and a maximum of 5.5%.



**SCHEDULE 'B'**

**HOURS OF WORK**

1. Hours of Work for the Elementary School Staff
  - a) During School Vacations - Monday through Friday  
7:00 a.m. to 11:30 a.m.  
12:00 p.m. to 3:30 p.m.
  - b)
    - i) Normal School Term - Monday through Thursday - Custodian  
6:00 a.m. to 11:00 a.m.  
3:00 p.m. to 6:00 p.m.  
(Without exception unless approved otherwise by the Dept. Manager/designate)
    - ii) Normal School Term - Friday - Custodian  
6:00 a.m. to 11:00 a.m.  
2:30 p.m. to 5:30 p.m.  
(Without exception unless approved otherwise by the Dept. Manager/designate)
  - c) Alterations in the schedules set out in (a) and (b) above may be made on the basis of individual schools where such changes would improve the efficiency of the operation. Such changes shall be made: by mutual agreement between the Board and the Union or the representatives of the Board and the Union.
  - d) Normal School Term - Hours of Work - Assistant Custodians  
Monday to Thursday - 3:00 p.m. to 11:00 p.m.  
Friday - 6:00 a.m. to 9:30 a.m.  
2:30 p.m. to 7:00 p.m.
2. Hours of Work for Secondary School Staff
  - a) The normal hours of work: will be 8 hours per day and 40 hours per week with specific schedules according to the needs of each school.
  - b) Shift will include day and afternoon shifts.
  - c) Work week may be Monday to Friday or Tuesday to Saturday according to the needs of the school.
  - d) During the summer school vacation period employees will be scheduled on day shift.

e) **Normal School Term - Hours of Work - Assistant Custodians**

Monday to Thursday - 3:00 p.m. to 11:00 p.m.

\*Friday - 6:00 a.m. to 9:30 a.m.

2:30 p.m. to 7:00 p.m.

\*Note: One employee per secondary school will work 3:00 p.m. to 11:00 p.m. on Fridays on a rotating basis.

3. **Hours of Work for 'Maintenance Division Staff**

a) **Day Shift (Monday through Friday)**

The **normal** day shift shall **work** from 8:00 a.m. to 4:30 p.m. with one-half (1/2) hours lunch period from 12:00 to 12:30 p.m. However, the exact time of the lunch **period** may be altered occasionally to facilitate work in classrooms or emergency **work**.

b) **Afternoon Shift**

(Monday through Friday)

The **normal** afternoon shift shall work from 4:00 p.m. to 12:00 a.m. with one-half (1/2) hour lunch period. Whenever possible every effort will be made to rotate the afternoon shift work amongst the Maintenance Men as much as possible. Maintenance employees working on the afternoon shift will receive a shift premium of seventy-five (75¢) cents per hour.

c) **Temporary alterations in the schedules set out in 3(a) and 3(b) above, may be made on the basis of maintenance requirements whereas such changes would improve the efficiency of the operation.**

4. **Hours of Work for Purchasing and Warehousing Department Staff**

a) **Day Shift (Monday to Friday)**

The normal day shift shall work: from 8:00 a.m. to 4:30 p.m. with one-half (1/2) hours lunch period from 12:00 noon to 12:30 p.m. However, the exact time of the lunch period may be altered occasionally to facilitate working conditions.

b) **Temporary alterations in the schedules set out in 4(a) above may be made on the basis of departmental requirements whereas such changes would improve the efficiency of the operation,**

5 . **Students**

a) **The employer shall have the right to hire students during the summer vacation period (May 1 - Sept. 30).**

b) **It is understood that permanent employees of the Board shall not have their hours reduced or be laid off as a result: of students being hired.**

**SCHEDULE C****MANPOWER FORMULA - ELEMENTARY SCHOOLS**

In order to determine the manpower requirements for the various elementary schools in the system the following factors shall govern:

- FACTOR 1 :**
- a) The outside foundation measurements of an area in use shall be known as the floor area in use.
  - b) The inside **measurements** of an area under lock and key shall be known as an area not in use.
  - c) Where it is deemed that the floor surface of an area does not need to be **cared** for on a daily basis, there shall be an adjustment in the total square footage for that area. The adjustment will be equal to the inside **measurement** of the said area times the frequency factor: The frequency factor is calculated as five minus the new weekly frequency of floor care divided by five.
  - d) There shall be no lay-offs or reduction of hours as a result of the administration of Factor 1 (c).
- FACTOR 2:** The square footage of a school shall be the sum total of its floor areas in use.
- FACTOR 3:** The square footage obtained in Factor 2 shall be divided by 300.
- FACTOR 4:**
- a) The result obtained in Factor 3 shall be increased to the next highest full number and 'this number shall be the basic Manpower Value of the School.
  - b) The total Manpower Value of a school shall be the total of:
    - 1) the basic manpower value of a school
    - 2) the adjustment. due to the floor areas **covered** with carpet
    - 3) the **adjustment** due to the size of the school (see Factors 11 and 12)
- FACTOR 5:** The Custodian of a school having forty (40) or more Manpower Values shall be assigned (40) Manpower Values with Hours of Work as per Schedule "B" of the Collective Agreement. Each school shall have at least one Custodian.
- FACTOR 6:** The Custodian of a school having less than forty (40) Manpower Values shall be assigned the total value of the school with total weekly hours of work of one (1) hour per Manpower Value per week. The daily hours of work shall be set by the Board having regard to the requirements of the school.
- The **Custodian** who works a minimum of forty (40) hours per week, will **not** have his hours reduced below forty (40), as a result of declining enrolment in a particular school, while he remains in such school.

- FACTOR 7:** Where a school exceeds forty (40) Manpower Values, the Board will employ **additional** help on a permanent year round basis, in which case each value in excess of forty (40) shall be multiplied by  $\frac{2}{3}$  (increased to the next highest full number) in order to determine the total weekly hours of work for **additional** help.
- The daily hours of work shall be set by the **Board**, having regard to the requirements of the school and prime cleaning time.
- FACTOR 8:** Assistant Custodians in schools shall be under the supervision of and directly responsible to the Custodians of the **Schools** for the proper completion of their assigned duties.
- FACTOR 9:** In order that uninterrupted cleaning of the school may be carried out, most areas of the school shall be vacated and free for cleaning whenever possible, not later than one hour after normal dismissal time.
- FACTOR 10:** Under this formula, single portable classrooms in use shall be assigned as extra help on the basis of five hours per **week** for each portable classroom. Where there is a grouping of portables joined by a common corridor known as a “pod” and **detached** from a school building, the total outside square footage of the “pod” will be **added** to the school’s total square area as calculated under Factor 1. In addition, five hours per “pod” per week will be added to the overall weekly manpower allocation of the school. This allocation will only apply in cases **where** there are no storage and water facilities in the “pod”.
- FACTOR 11:** In order to compensate for additional work due to upkeep rugs, schools will be assigned extra help on the basis of one (1) hour per week for each I. ,000 square feet (or portion thereof) of rug in the school.
- FACTOR 12:** In order to compensate for additional work due to the size of the school, schools will be assigned extra help on the following basis:
- a) 30,001 to 35,000 sq. ft. - 2 additional hours per week
  - b) 35,001 to 40,000 sq. ft. - 4 additional hours per week
  - c) 40,001 to 45,000 sq. ft. - 7 additional hours per week
  - d) 45,001 to 50,000 sq. ft. - 10 additional hours per week
  - e) 50,001 to 55,000 sq. ft. - 14 additional hours per week
  - f) 55,001 to 60,000 sq. ft. - 18 additional hours per week
  - g) 60,001 and up - 22 additional hours per week
  - h) Senior elementary schools - 8 additional hours per week in addition to hours **alloted** under (a) to (g) above.
- FACTOR 13:**
- a) Employees who are on vacation leave, sick leave, compassionate leave, Workers’ Compensation or other leaves of absence for **15** (fifteen) days or less shall be replaced in accordance with the Custodial Replacement guidelines.
  - b) There shall be no lay-off as a result of the administration of Factor 13 (a).

**SCHEDULE D****MANPOWER FORMULA - SECONDARY SCHOOLS**

In order to determine the manpower requirements for the various secondary schools in the system, the following factors shall govern:

- FACTOR 1: a) The outside foundation measurements of an area in use shall be known as the floor area in use.
- b) The inside measurements of an area under lock and key shall be known as an area not in use.
- c) Where it is deemed that the floor surface of an area does not need to be cared for on a daily basis, there shall be an adjustment in the total square footage for that area. The adjustment will be equal to the inside measurement of the said area times the frequency factor: The frequency factor is calculated as five minus the new weekly frequency of floor care divided by five.
- d) There shall be no lay-offs or reduction of hours as a result of the administration of Factor 1 (c).

FACTOR 2: The square footage of a school shall be the sum total of its floor areas in use.

FACTOR 3: The square footage obtained in Factor 2 shall be divided by 14,000 sq. ft.

FACTOR 4: The result obtained in Factor 3 shall be multiplied by 40 and shall be increased to the next highest full number in order to determine the total manpower value for the school.

FACTOR 5: In order to fulfill the requirements established under Factor 4, the Board will employ full-time assistant custodians as follows:

Less than 45,000 sq. ft. - a minimum of 1 assistant  
 45,001 to 65,000 sq. ft. - a minimum of 2 assistants  
 65,001 to 85,000 sq. ft. - a minimum of 3 assistants  
 85,001 to 105,000 sq. ft. - a minimum of 4 assistants  
 105,001 to 125,000 sq. ft. - a minimum of 5 assistants  
 125,001 square feet and over - a minimum of 6 assistants

One of the above Assistant Custodians shall act as Custodian on afternoon shift and shall receive the basic hourly rate of a Custodian without a responsibility allowance.

The number of hours remaining shall be allocated to cleaning helpers and shall be organized by the Supervisor of Plant Operations having regard to the requirements of the school and prime cleaning time.

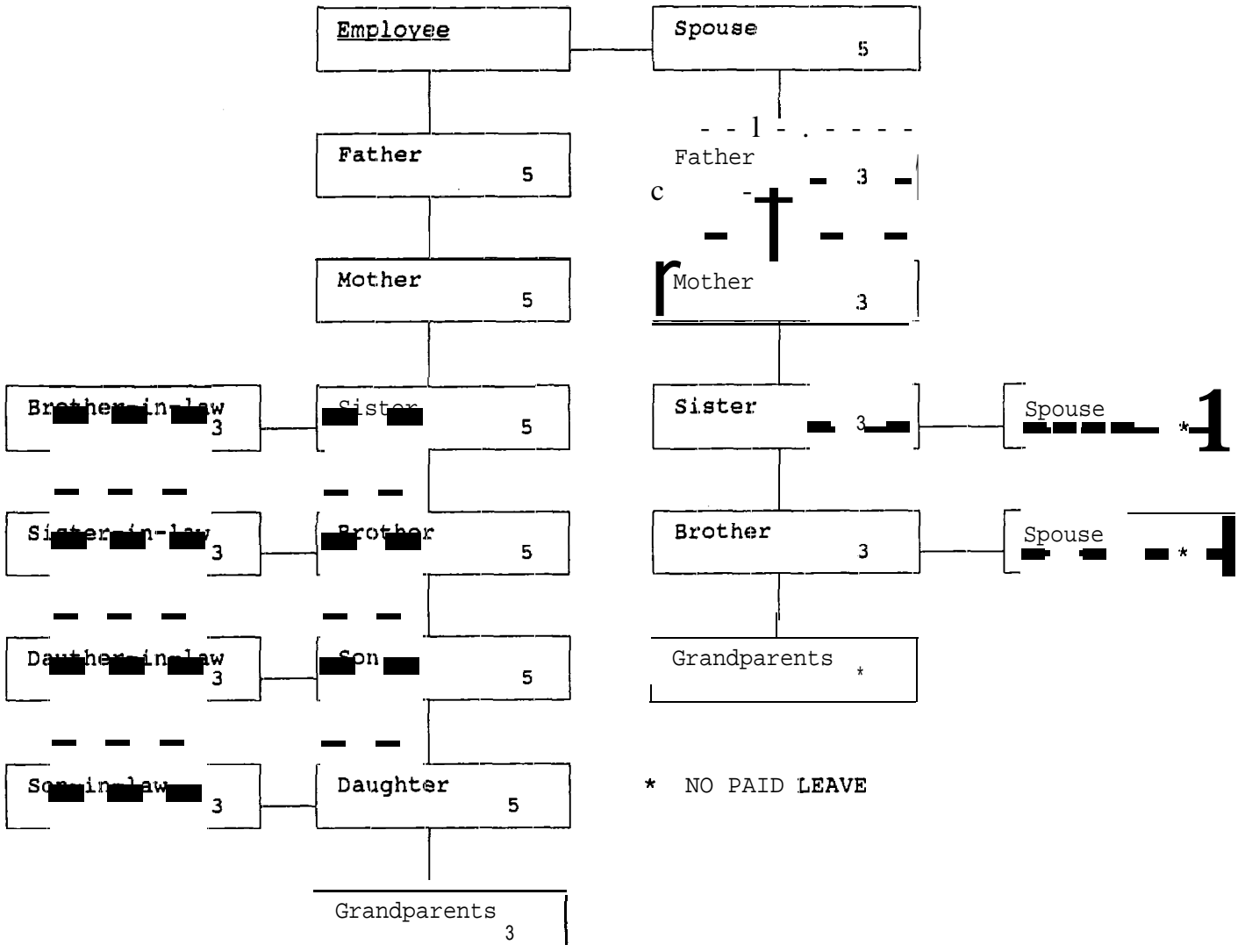
**FACTOR 6:** Under this formula, single portable classrooms in use shall be assigned as extra help on the basis of five hours per week for each portable classroom.

Where there is a grouping of portables joined by a common corridor known as a "pod" and detached from a school building, the total outside square footage of the "pod" will be added to the school's total square area as calculated under **Factor 1**. In addition, five hours per "pod" per week will be added to the overall weekly manpower allocation of the school. This allocation will only apply in cases where there are no storage and water facilities in the "pod".

**FACTOR 7:** a.) Employees who are on vacation leave, sick leave, compassionate leave, Workers' Compensation or other leaves of absence for 15 (fifteen) days or less shall be replaced in accordance with the Custodial Replacement guidelines.

b) There shall be no lay-off as a result of the administration of Factor 7 (a).

SCHEDULE  
BEREAVEMENT LEAVES



\* NO PAID LEAVE

**LETTER OF INTENT**

**SCHOOL SUPPORT**

Mr. Danny **Sauvé**  
President, **CUPE** Local 1369  
471 Francis Street  
Hanmer, Ontario  
P0M 1Y0

Dear Mr. **Sauvé**:

In adherence to the philosophy of Catholic Education, employees of the Sudbury District Roman Catholic Separate School Board are encouraged to direct their school taxes to the separate school system.

Yours truly,

**George Middleton**  
Chairman, Board Negotiating Committee



LETTER OF INTENT

SEXUAL HARASSMENT

Mr. Danny Sauvé  
President, CUPE Local 1369  
471 Francis Street  
Hanmer, Ontario  
P0M 1Y0

Dear Mr. Sauvé:

The Employer agrees to include the subject of sexual harassment in staff or management training sessions.

Yours truly,

George Middleton  
Chairman, Board Negotiating Committee

LETTER OF INTENT

**JOB DESCRIPTIONS**

Mr. Danny **Sauvé**  
President, **CUPE Local 1369**  
471 Francis Street  
Hanmer, Ontario  
P0M 1Y0

Dear Mr. **Sauvé**:

The Board agrees to prepare a Job Description when a new position is created or the duties of a job **classification** significantly changes. **The** rate of pay for a new or modified position shall be discussed with the Union.

Yours truly,

George **Middleton**  
Chairman, **Board** Negotiating Committee

LETTER OF INTENT

SENIORITY OF FLOATERS

Mr. Danny Sauvé  
President, CUPE Local 1369  
471 Francis Street  
Hanmer, Ontario  
P0M 1Y0

Dear Mr. Sauvé:

The **Board** agrees that the topic of Seniority of Floaters is to be discussed and studied at the Labour-Management **Committee**.

Yours truly,

George Middleton  
Chairman, Board **Negotiating** Committee

LETTER OF INTENT

**SUMMER HOURS**

Mr. Danny Sauvé  
President, CUPE Local 1369  
47 1 Francis Street  
Hanmer, Ontario  
P0M 1Y0

Dear Mr. Sauvé:

The Board agrees to undertake to study the feasibility of a "4/40" (i.e. 40 hours of work in a four day week) shift concept for summer hours for all positions within the bargaining unit. The Union will be advised of the results.

Yours truly,

George Middleton  
Chairman, Board Negotiating Committee

**LETTER N T E N T**  
**REPLACEMENT CUSTODIAN**

Mr. Danny **Sauvé**  
President., **CUPE**, Local 1369  
471 Francis Street  
Hanmer, Ontario  
P0M 1Y0

Dear Mr. **Sauvé**:

The Board will assign an Assistant Custodian to replace a custodian on summer vacation in a school that offers a "Summer **Day** School Program",

Yours truly,

George Middleton  
Chairman, Board Negotiating Committee

**LETTER OF UNDERSTANDING**

**LONG TERM DISABILITY**

Mr. Danny **Sauvé**  
President, **CUPE** Local 1369  
471 Francis Street:  
**Hanmer**, Ontario  
**P0M 1Y0**

Dear Mr. **Sauvé**:

**Both** Parties **agree** that Long Term Disability is a proper issue for discussion at the Labour-Management and/or Labour-Trustee **Committee** meetings.

Yours truly,

George Middleton  
Chairman, Board Negotiating Committee

**LETTER OF UNDERSTANDING**

**LIFE INSURANCE FOR RETIREES**

Mr. **Danny Sauvé**  
President., **CUPE** Local 1369  
471 Francis Street  
**Hanmer**, Ontario  
POM 1Y0

Dear Mr. **Sauvé**:

This will **confirm** the understanding that **employees** who retire will be able to maintain at their cost, **life** insurance benefits equal to one time their salary.

Yours truly,

George Middleton  
Chairman, Board Negotiating Committee

