

SOURCE	Board		
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No. of EMPLOYEES NOMBRE D'EMPLOYÉS	650		
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**COLLECTIVE  
AGREEMENT**

between

**BOARD OF EDUCATION FOR THE  
CITY OF NORTH YORK**

— and —

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1265**

1st January 1988 to 31st December 1989

**APR 14 1989** 0471002

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THIS AGREEMENT is made and entered into this 1st day of January, A.D., 1988.

BETWEEN:

THE BOARD OF EDUCATION FOR THE CITY OF NORTH YORK, (hereinafter called the "Employer")

OF THE FIRST PART

— and —

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1265, (hereinafter called the "Union")

OF THE SECOND PART

## ARTICLE I      PURPOSE

1.01              The general purpose of this agreement is to establish mutually satisfactory relations between the Employer and its employees and 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 II     RECOGNITION

2.01              The Employer recognizes the Union as the sole collective bargaining agency for all its caretakers, matrons and part-time ~~teachers~~ employees employed at its schools ~~in the City of North York~~, in the City of North York, save and except Assistant Supervisors and persons above the rank of Assistant Supervisor.

## ARTICLE III RELATIONSHIP

- 3.01 The parties hereto mutually agree, subject to the provisions of Article IV of this Agreement, that employees of the Employer covered by this Agreement may become members of the Union if they wish and may refrain from becoming members of the Union if they so desire.
- 3.02 Subject to the provisions of Article 4.01, the Employer and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization.
- 3.03 The Employer agrees that it will not refuse to employ or continue to employ any person or to discriminate against any person with regard to employment because of that person's sex, age as defined in the Ontario Human Rights Code, race, creed, colour, nationality, ancestry, or place of origin, and the Union agrees that it will not exclude from membership or expel or suspend any person or member because of sex, age as defined in the Ontario Human Rights Code, race, creed, colour, nationality, ancestry, or place of origin.
- 3.04 It is agreed that the Union and the employees will not engage in union activities during working hours or hold

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meetings at any time on Board premises without obtaining the prior permission of the Board. Provided the normal procedure is followed, the Board will grant a permit to the Union for the use of its premises and facilities **for** the purpose of membership and Executive Board meetings without payment therefor.

#### ARTICLE IV UNION SECURITY

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All employees except those persons affected under Article 4.03 shall become and remain members in good standing during the lifetime of this Agreement as a condition of employment. All new employees hired subsequent to the date of signing of this Agreement shall become members of this Union as a condition of employment within thirty **(30)** days from the commencement of the employment.

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During the lifetime of this Agreement, the Employer shall deduct from the pay of all employees covered by this Agreement who have been employed by the Employer for a period of thirty (30) days, as a condition of employment, on the first pay day of each calendar month, whatever sum may from time **to** time be authorized by the Union as regular monthly dues, initiation fees, and whatever sum, if any, as may from time to time be uniformly imposed **as** an assessment on all members of the Union and shall remit same prior to the end of such month to the Treasurer of the Union. The said sum shall be ac-

cepted by the Union **as** the regular monthly dues, initiation fees, and assessments of their employees who are, or shall become, members of the Union and the sums so deducted from non-members of the Union shall be treated as their contribution towards the expense of maintaining the Union.

- 4.03 All persons who as of January 1st, 1974 have made the option based on bona fide religious beliefs which are incompatible with financial support **or** membership in the Union or having an amount equivalent to Union dues deducted from their wages and paid to the Canadian Cancer Society, shall continue to have the same deducted and paid to the Canadian Cancer Society.

## **ARTICLE V                    MANAGEMENT RIGHTS**

- 5.01 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer, classify and suspend employees. It is also the right **of** the Employer to discipline, demote, or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority, that the employee has been discharged, suspended, demoted or disciplined, without just cause may be the subject of a grievance and dealt with **as** hereinafter **provided**.

- 5.02 The Union further recognizes the right of the Employer to operate and manage its business **in all** respects. The direction of the working force, the work

schedules, the methods and processes used, the right to decide on the number of employees needed by the Employer at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Employer. The Employer also has the right to make, alter and enforce from time to time, reasonable rules and regulations to be observed by the employees but agrees to discuss proposed changes in rules and regulations with the Union prior to their implementation. In no event shall such rules or regulations be inconsistent with the express provisions of this Agreement.

- 5.03 None of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE VI STEWARDS**

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select one steward from each of the various areas under the jurisdiction of the Employer's Caretaking Supervisory Staff. All stewards shall have at least twelve (12) months' seniority with the Employer and shall be regular employees during their time of office. The number of stewards appointed or otherwise selected shall at no time exceed one times the number of the Caretaking Supervisory Staff. It is under-

stood and agreed that all stewards shall be permitted to serve area-wide.

- 6.02 The name and jurisdiction of each of the stewards from time to time selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward until it has been so notified.
- 6.03 The Employer undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.
- 6.04 The Union undertakes to secure from its officers, stewards and members their co-operation with the Employer and with all persons representing the Employer in a supervisory capacity in the carrying out of the terms and requirements of this Agreement.'
- 6.05 The privileges of stewards to leave their work without **loss** of pay to attend to Union business is granted on the following conditions:
- (a) The time shall be devoted to the prompt handling of grievances.
  - (b) The stewards concerned shall obtain permission from the Superintendent of Caretakers, or in the absence of the Superintendent, any other designated member of Management, before leaving their work. Such permission shall not be unreasonably withheld.



- (c) No steward shall spend an unreasonable time serving grievances.

## **ARTICLE VII      GRIEVANCE PROCEDURE**

7.01            The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

7.02            No grievance shall be considered where the grievance is filed more than seven (7) working days after an employee became aware or reasonably ought to have been aware of the occurrence of the circumstances giving rise thereto.

7.03            Grievances shall be adjusted and settled as follows:

### **STEP NO. 1**

The aggrieved employee shall discuss the grievance with the Union Grievance Committee and the Committee shall reduce the grievance to writing. The employee's steward will then present such written grievance to the Supervisor of Caretakers responsible within the time as set forth in clause 7.02. The steward, in the presence of the aggrieved employee, will discuss the grievance with the Supervisor, who will reply in writing within three (3) working days. If a settlement satisfactory to the employee concerned is not reached within three (3) working days (or any other period of time which may be mutually agreed upon), the grievance may be presented as follows at any time within five (5)

working days thereafter. A second Supervisor may attend the discussion if Management so requests. The employee and the steward shall receive copies of all replies to any grievance and this shall apply to all steps of the grievance procedure.

## **STEP NO. 2**

The aggrieved employee, and/or the steward may present the written grievance to the Superintendent of Caretakers, who shall consider it in the presence of the aggrieved employee, the steward and the Caretaking Supervisor. Should no settlement satisfactory to the employee concerned be reached within five (5) working days (or such other time as may be mutually agreed upon), the next step in the grievance procedure may be taken at any time within five (5) working days thereafter.

## **STEP NO. 3**

The aggrieved employee and/or the steward may submit the written grievance to the Personnel Officer. At this stage they shall be accompanied by an officer of the Union if requested by either party.

If final settlement of the grievance is not completed within seven (7) working days after the submission to the Personnel Officer, and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, the grievance shall at the request of the Union and the grieving employee, or at

the request of the Employer, be referred to a Board of Arbitration as provided in Article VIII below at a time within twenty-one (21) working days after the Personnel Officer has responded to the grievance, but no later.

7.04 Any of the time allowances set out in this Article may be extended by mutual agreement.

7.05 If the Employer fails to reply to a grievance within the prescribed time limits in any step of the grievance procedure, the grievance may be processed to the next higher step following the expiry of the time limit in question.

7.06 If a grievance is not processed to the next higher step or to Arbitration within the prescribed times, the grievance shall be deemed to be abandoned.

7.07 An employee covered by this Agreement who is called to appear before a Superintendent or Assistant Superintendent to be interviewed concerning any matter which might reasonably be anticipated to result in the discipline or discharge of the employee, shall be accompanied by a steward and a member of the Union Executive.

It is agreed that an employee working the 4:00 p.m. to midnight shift will not be called to the office to be interviewed under this clause before 12:00 noon if he has worked the said shift on the day before such interview.

- 7.08 The Recording Secretary of the Union shall receive a copy of any written reprimand given to an employee. Reference to previous reprimands shall be included in this letter, along with the date(s) issued.
- 7.09 Employees may, on written request to the Personnel Officer, review their personal files. Such reviews must be made in the presence of a member of Personnel Services staff at a time mutually arranged between the Personnel Services Department and the employee concerned during normal business hours. The employee may be accompanied by a Union Officer if requested by either party.
- 7.10 An employee's record shall be destroyed when an employee maintains a clear record for a period of **two (2)** years following a suspension, written warning, **or** receipt of **final** warning.

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## ARTICLE VIII ARBITRATION

- 8.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article VII above, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- 8.02 The Board of Arbitration will be composed of one (1) person appointed by

the Employer, one(1) person appointed by the Union, and a third person to act as Chairman chosen by the other two (2) members of the Board.

- 8.03 Within five (5) working days of the request by either party for a Board, each party shall notify the other of the names of its appointees.
- 8.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third person within twenty-one (21) days of the notification mentioned in 8.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate someone experienced in labour arbitration to act as Chairman.
- 8.05 The decision of a Board of Arbitration constituted in the above manner shall be binding on both parties.
- 8.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for the existing provisions.
- 8.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairman.
- 8.08 Any grievance concerning the suspension or discharge of an employee may be settled by confirming the Management's action, or by reinstating the

employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

## **ARTICLE IX DISCHARGE CASES**

**9.01** In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

**9.02** All such cases shall be taken up within four (4) working days and disposed of within seven (7) working days of the date on which the employee receives notification of discharge, except where a case is taken to arbitration. A claim of unjust discharge from employment by an employee who has attained seniority shall be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of Caretakers within three (3) working days after the employee ceases to work for the Employer. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such case. ✓

**9.03** An employee who has been dismissed without notice shall have the right to interview a steward for a reasonable period of time before leaving the Employer's premises.

**9.04** When an employee covered by this Agreement is being recommended for discharge or suspension, two (2)

members of the Union Executive must be present at such meeting.

## ARTICLE X

## MANAGEMENT GRIEVANCES

### 10.01

Any grievance instituted by Management may be referred in writing to the Union within four (4) working days of the occurrence of the circumstances giving rise to the grievance, and representatives of the Union shall meet within four (4) working days thereafter with the Personnel Officer to consider the grievance. If final settlement of the grievance is not completed within seven (7) working days of such meeting, the grievance may be referred by either party to a Board of Arbitration as provided in Article VIII at any time within twenty-one (21) days thereafter but not later.

### 10.02

A Union Policy Grievance alleging a violation of this Agreement in regard to which an individual employee could not grieve or a group grievance alleging a violation of this Agreement concerning **all** or a substantial number of employees in the bargaining unit may be referred in writing by the Union to the Employer at Step 3 of the grievance procedure set forth in Article VII at any time within four (4) working days of the occurrence of the circumstances giving rise to the grievance, and if it is not settled at this stage, it may be processed through the grievance procedure and ultimately to a Board of Arbitration in the same manner and to the

same extent **as** a grievance of an individual employee.

## **ARTICLE XI NO STRIKES - NO LOCKOUTS**

11.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

11.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown against the Employer, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article VII above.

11.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer as provided in Section 7.03 of Article VII.

## **ARTICLE XII WAGES**

12.01 During the term of this Agreement, the Employer and the **Union** agree that all payments of wages will be made in accordance with the wage rates **set** forth in Schedule "A" hereto, which is hereby made a **part** of this Agreement.



## ARTICLE XIII HOURS OF WORK

- 13.01 The following paragraphs and sections are intended to define the normal hours of work.
- 13.02 3 1/2  
4 The standard work week shall consist of forty (40) hours per week comprised of five (5) eight (8) consecutive hour days, Monday to Friday inclusive.
- 13.03 The scheduling of the starting and quitting time for any shift will be determined by the Employer in accordance with its requirements, provided, however, that the starting time for the commencing of the day shift shall not be earlier than 7:00 a.m. The normal day shift shall be 8:00 a.m. to 5:00 p.m., but the starting time may be between 7:00 a.m. and 8:00 a.m. The normal afternoon shift shall be 4:00 p.m. to 12:00 midnight but the starting time may be between 3:00 p.m. and 4:00 p.m. The Employer may, where required, schedule an afternoon shift from 11:00 a.m. to 7:00 p.m. The midnight shift shall be 12:00 midnight to 8:00 a.m. but shall start no earlier than 11:00 p.m.
- 13.03 A It is understood and agreed that the parties will meet prior to June 1st in each year to discuss a summer schedule of hours of work.
- 13.04 Overtime at the rate of time and one-half the regular hourly rate shall be paid for all work performed in excess of eight (8) hours per day or forty (40)

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hours per week, and for all work performed in all schools between the hours of 8:00 a.m. on Saturday and 8:00 a.m. on Sunday, and at the rate of double the regular hourly rate for all work performed in all schools between the hours of 8:00 a.m. on Sunday and 7:00 a.m. on Monday.

Double time will be paid for emergency call outs on a Saturday. Scheduled overtime on Saturday will remain at time and one-half.

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Employees required to work on a statutory or legal holiday **as** defined in Article XV shall be paid at the rate of double their regular hourly rate in addition to their holiday pay. Such employees shall receive a minimum of three (3) hours' pay for work **so** performed.

13.06

**An** employee who performs work in a higher category **as** Head Caretaker or Shift Leader for more than one working day shall receive the pay of the higher category for the entire **period so** worked. **An** employee who performs work in a higher category as Shift Leader, Afternoons or Shift Leader Midnights for more than one working day shall receive the pay of the higher category for the entire period **so** worked, provided that the Board requires at least one other employee to work on that shift with the Shift Leader. Employees shall continue to receive their regular shift bonus where the temporary reclassification is for one day only.

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Any employee called in because of an emergency or surveillance call other than one arising from the employee's own negligence or from something occurring on the employee's shift for which the employee was responsible will receive a minimum of three (3) hours' pay at the employee's applicable overtime rate.

13.08

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The scheduling of lunch and rest periods will be determined by the Employer in accordance with its requirements. A lunch period of one-half (½) hour duration will be scheduled for all employees on the day shift in Junior High and Secondary Schools and will not be considered paid time. A lunch period of one (1) hour duration will be scheduled for **all** employees on the day shift in Public Schools and will not be considered paid time. A lunch period of one-half (½) hour duration will be scheduled for all employees on a second and third shift and will be considered paid time. A fifteen (15) minute rest period with pay will be scheduled in each half shift with the scheduling to be by the Supervisor responsible.

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Each employee covered by this Agreement will be paid a shift premium of 4% of the employee's hourly rate per hour for each hour worked on the afternoon shift and on **the** midnight shift. Afternoon shift means when fifty per cent (50%) or more of such shift occurs after 3:00 p.m. Midnight shift means when fifty per cent (50%) or

more of such shift occurs after mid-night.

13.10

It is agreed that the Superintendent of Caretakers shall meet with a Union Committee before Christmas Holidays, Mid-Term Holidays and Summer Holidays, with a view to minimizing the number of employees working Afternoon and Midnight Shifts during such periods. During the aforementioned time periods, where feasible, a half hour unpaid lunch period shall be provided for the day shift.

#### ARTICLE XIV VACATIONS

14.01

~~All~~ employees covered by *this* Agreement with less than twelve (12) months' service with the Board as of June the 30th shall be entitled to one (1) day's vacation with pay for each complete calendar month of continuous service prior to June the 30th, with a maximum of ten (10) working days' vacation with pay, provided they were in the employ of the Board on June the 30th.

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All employees who have completed one (1) year's service with the Employer in any year shall receive three (3) weeks' vacation with pay at a time convenient to the Employer.

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All employees who have completed nine (9) years' service with the Employer in any year shall receive four (4) weeks' vacation with pay at a time convenient to the Employer.

14.04

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All employees who have completed seventeen (17) years' service with the Employer in any year shall receive five (5) weeks' vacation with pay at a time convenient to the Employer.

14.05

1988 Vacation Year

All employees who have completed

23 years of service will receive 5 weeks plus 1 day vacation with pay

24 years of service will receive 5 weeks plus 2 days vacation with pay

25 years of service will receive 5 weeks plus 3 days vacation with pay

26 years of service will receive 6 weeks vacation with pay

At a time convenient to the Employer.

1989 Vacation Year

All employees who have completed 23 years of service will receive 5 weeks plus 1 day vacation with pay

24 years of service will receive 5 weeks plus 2 days vacation with pay

25 years of service will receive 6 weeks vacation with pay

At a time convenient to the Employer.

14.06

It is understood and agreed that employees must ordinarily take their vacation during the months of June, July and August. However, the granting of vacation to employees who may elect to take their vacation at a time other than during the months of June, July and August is subject to the following:

Not more than four per cent **(4%)** of the caretakers employed in a Caretaking Supervisor's Area may be absent at any one time, or where administratively feasible, up to six percent **(6%)**, other than in September when five per cent **(5%)** of the Caretakers employed in a Caretaking Supervisor's Area may be absent at any one time and:

- (i) in schools with one (1) to four **(4)** caretakers **on** staff, only one (1) caretaker may be absent at any one time, and
- (ii) in schools with five **(5)** or more caretakers **on** staff, only two (2) caretakers may be absent at any one time.
- (iii) No Head Caretaker may be on vacation during the week prior to school closing or during the week of the re-opening of school.

Employer agrees that in special circumstances by mutual agreement between the Union and the Superintendent of Caretakers the percentage of employees absent on vacation in accordance with this article may be increased.

#### 14.07

Employees hired after the date of this Agreement who previously worked for another Board of Education within Metropolitan Toronto shall be credited for vacation purposes only, with previous service with that other Board of Education, provided that there was

no intervening period of employment, and provided further that the application of this clause shall not result in duplication of vacation pay in any vacation year.

## ARTICLE XV HOLIDAYS

15.01

Employees shall be paid for the following holidays if such holidays fall on a regular working day, i.e. Monday to Friday:

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

and other such days **as** may be specifically declared by Municipal by-law or statute. It is understood and agreed that whenever any of the above listed holidays, falls on a Saturday or a Sunday, then the Board shall designate some other day **as** a day off with pay.

In addition to the above, all employees shall receive one additional paid holiday in each calendar year to be designated in the Christmas Break period.

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Employees will be granted an additional day's vacation for any statutory or declared holiday, **as** defined in Article XV above, which falls within their regular scheduled vacation.

## ARTICLE XVI SICK LEAVE PROVISION

- 16.01 The Employees' Cumulative Sick Leave Plan, currently in effect, shall be continued.

## ARTICLE XVII OTHER BENEFITS

- 17.01 *77-1* The Contributory Pension Schemes at present in force shall be continued.

- 17.02 *78-1* The Group Life Insurance Plan currently in effect shall be continued and the Board agrees to contribute for all permanent employees covered by this Agreement, one hundred per cent (100%) of the first \$25,000 of coverage and seventy-five per cent (75%) of any other amount up to the maximum of \$120,000. Employees will be permitted to elect one level of coverage above their present coverage..

- 17.03 *700-999*  
*72-120* The Board agrees to contribute for all permanent employees covered by this Agreement, such amount **as** may be permitted by law of the single or the family premium **as** the case may be, of the Ontario Health Insurance Plan.

- 17.04 *08*  
*5/29*  
*76511* The Board agrees to continue to contribute for all permanent employees covered by this Agreement such amount as may be permitted by law of the premium for Blue Cross Extended Health Care Plan or equivalent with a \$25.00/\$50.00 deductible, including a provision for eye-glasses and hearing-aids as outlined in the Benefit Plan pamphlet and provision for out-of-Province or out-of-Country coverage.



17.05 It is understood and agreed that upon the request of the Union, the parties will meet to discuss the Contributory Pension Schemes.

17.06 The Long Term Disability Insurance Plan currently in effect providing for seventy per cent (70%) of normal earnings shall be continued. Benefits will be based on the employee's salary as at the date of six months of disability. The Board will contribute for employees covered by the Plan one hundred per cent (100%) of the premium cost. Employees receiving benefits under the L.T.D.I. plan will have their own O.H.I.P. and Extended Health Plan premiums paid for by the Board during the period they are receiving benefits under L.T.D.I., subject to the approval of the Carriers and on the understanding that the employee had such coverage prior to going on L.T.D.I. This will also apply to persons already on L.T.D.I.

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17.07 The Preventative Maintenance Dental Plan currently in effect shall be amended to include caps, crowns, and dentures, with benefits based on the 1988 Ontario Dental Association Fee Schedule effective 1 January 1989.

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17.08 In consideration of the continuation of the improved benefits package, the Union, on behalf of the employees, releases the Board from any obligation it might have hereafter to pay to employees any Unemployment Insurance Commission rebate available

because of the existence of a wage loss plan (sick leave plan). Such rebates shall be used by the Board to defray part of the cost of benefits in this section.

- 17.09 The Board will continue to pay its share of the premiums for the following employee benefits: extended health care, dental, group life and O.H.I.P. for the period of pregnancy leave or adoption leave (seventeen weeks or less) provided the employee is enrolled in such benefit at the time of commencement of leave.

#### ARTICLE XVIII LEAVE OF ABSENCE — UNION BUSINESS

- 18.01 Leave of absence without pay and without loss of sick leave credits or seniority shall be granted upon request to the Board, to employees elected or appointed to represent the Union at recognized Union conventions and conferences. At no time can more than six (6) employees be absent and the Employer shall be informed of the names of such delegates. Such days will be paid by the Board and the Union subsequently billed for such amounts of salary and benefits.

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- 18.02 Any employee covered by this Agreement who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence by the Board, without salary, and without loss of seniority up to a period of one year. This period may be ex-

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tended, without *salary*, by the Board upon application, with the understanding that the applicant's seniority will remain at that level which existed at the end of the first year of such absence. In no event can more than two (2) employees be on such leave at any one time.

## **ARTICLE XIX SENIORITY**

### **19.01**

Seniority **as** referred to in this Agreement shall be of two types — "Board Seniority" and "Code Seniority" shall mean length of continuous service in the employ of the Employer. "Code Seniority" shall mean length of continuous service within a code **as** listed on Schedule "A" provided, however, that the Code Seniority of an employee who has four months' or more continuous service in that code shall be deemed to be equal to the employee's Board Seniority.

The Code Seniority of an employee who **is** transferred to a different code shall commence on the date of the transfer, and after four months' continuous service in that code, shall be deemed equal to the employee's Board Seniority, provided that in all **cases** an employee's Code Seniority in Code 1 shall be deemed to be the same **as** the employee's Board Seniority.

The Code Seniority of an employee who voluntarily or by demotion **transfers** to a lower rated code than Code 1 shall commence on the date **of** the transfer.

In the event that a school is reclassified into a different code, then the Head Caretaker in that school shall forthwith be deemed for all purposes of this Agreement, to be reclassified in that different Code, whether it be a higher or a lower rated Code, provided that if it is a lower rated Code, then that Head Caretaker shall be deemed to have top Code Seniority in that lower rated Code.

19.02

In the event that an employee of the Employer is transferred from a position outside the Bargaining Unit, described in Clause 2.01 to a position within the Bargaining Unit, then such employee's Board Seniority for the purpose of this Article, shall be the employee's length of service within the Bargaining Unit.

19.03

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Except for vacancies for matrons and vacancies in Code 1, all vacancies shall be posted in each school for a period of five (5) working days and shall include the location at which the vacancy exists. Any caretaker may apply. All vacancies for permanent day shift caretaker positions in Code 1 shall be posted, and any caretaker on an afternoon or midnight shift may apply. The selection from among the applicants shall be made of the employee having the most seniority as hereinafter determined, provided the employee has the required ability to perform the requirements of the job. Employees who believe that the Employer has not properly evaluated their qualifications may

file a grievance claiming that the Employer has acted in an arbitrary, unfair or unfairly discriminatory manner. For the purpose of this clause, seniority shall be applied in the following order:

- (a) Code seniority of applicants in the highest rated code applying.
- (b) Code seniority of applicants in the next lower rated code applying and thereafter code seniority of applicants in descending order of codes (i.e. second lower, third lower, etc.)

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In the event that an applicant from a higher rated code is selected to fill the vacancy, then that applicant shall be prohibited for a **period of four (4)** months from applying for a vacancy in any code. In the event that an applicant in an equal rated code is selected to fill the vacancy, then that applicant shall be prohibited for a **period of four (4)** months from applying for a vacancy in that code.

The provisions of this clause do not apply to promotions to positions excluded from the bargaining unit. It is understood and agreed that, for the purpose of this clause, no vacancy exists until such time as all downward and lateral transfers have been made. Nothing herein shall prevent the Employer from hiring persons outside the bargaining unit when no qualified employee applies.

19.04

**An** employee in Code 1 who desires a transfer within the same Code or a

matron who desires a transfer to a different school without any change in the length of the work may at any time of the year file a notice of preference in writing with the Superintendent of Caretakers. The Superintendent of Caretakers shall consider all such notices of preference so received when arranging school staffing for the commencement of the school year or filling vacancies arising during the school year. It is understood and agreed that the Superintendent of Caretakers is not obliged to carry out the transfer indicated in any such notice.

19.05

In the event of a lay-off of an employee with seniority, such employee shall receive 30 working days advance notice of such layoff.

In the event of a lay-off or recall to work following lay-off in any Code, then the Code Seniority shall be the governing factor subject to the following

- (a) A senior Head Caretaker can displace a junior Head Caretaker or an Assistant Caretaker who is junior in service and for the purpose of the sub-clause, Board Seniority applies.
- (b) A junior employee who possesses an Engineer's Certificate shall not be laid off, if the work remaining to be done requires an employee with an Engineer's Certificate and there are not a sufficient number of senior employees with Engineer's

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Certificates to perform that work. In such a case, the most junior employee or employees who do not possess Engineer's Certificates shall be laid off.

19.06

**An** employee will be considered probationary for the first six (6) months and will have no seniority rights during that period. After *six* (6) months' service, the employee's seniority shall date back to the day on which the employee's employment began.

19.07

Employees who have been laid off due to lack of work and subsequently re-employed will have their length of service determined by the actual time they have been on the Employer's **payroll**, provided such employees return to work when notified and subject to the conditions of Section 19.08 and 19.09. No new employees shall be hired until those on lay-off have been given an opportunity of recall in accordance with the provisions of this Agreement provided they have not previously refused **an** opportunity of recall and meet the qualifications required for the position.

19.08

Any employee who has been off the payroll for a continuous period of eighteen (18) months or more will lose any previously acquired seniority and will be rehired only as a new employee.

19.09

Employees who have been laid off, but who still retain their seniority, and who are notified by registered mail to return

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to work, will lose their seniority unless they notify the Employer within five (5) days that they are intending to return to work, and unless they return to work **as** soon as possible after receiving notice, and in any event within seven (7) days after the mailing or other communication of such notice. If illness, verified by medical certificate, prevents the employee from returning within seven (7) days, the time shall be extended another seven (7) days.

19.10

Seniority shall terminate when an employee:

- (a) quits for any reason;
- (b) **is** discharged for **just** cause and is not reinstated pursuant to the provisions of Article VII;
- (c) has been absent from work without leave for more than three (3) consecutive working days unless in the judgement of the Employer there was reasonable justification for such absence and provided that nothing shall prevent the Employer from granting an extension of such time, if the circumstances so warrant.

19.11

Promotions will be on the basis of a four (4) month trial period. Employees are not eligible for promotion **or** lateral transfer during the trial period.

19.12

Seniority lists will be revised each **six** (6) months and two (2) copies of the **list**



shall be given to the Union. Such lists shall show the employee's Board Seniority and Code Seniority. The Employer shall also furnish the **Union** with the addresses and telephone numbers of all employees in the Bargaining unit.

19.13

All vacancies for the position of matron in a school where the work day of the matron would exceed five (5) hours shall be posted in each school for a period of five (5) working days and shall include the location at which the vacancy exists. Any matron who has a work day less than that for which the vacancy exists may apply, and the appointment shall be made of the matron having the most seniority provided she has the requirements of the job.

19.14

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All part-time employees, on joining the permanent staff shall have their seniority in the part-time unit become part of their Board service. This service shall be recorded in the seniority book and shall be added to the full-time service.

## **ARTICLE XX**


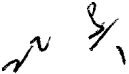
### **BULLETIN BOARDS**

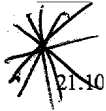
20.01

The Employer **will** provide bulletin board space for the posting of **Union** notices, provided **all** such notices are signed by a responsible officer of the Union and have first been submitted to the Personnel Officer for approval. Approval shall not be unreasonably withheld.

## ARTICLE XXI GENERAL

- 21.01 The Board's present practice with respect to supply of uniforms shall be continued. Employees are required to maintain their uniforms in good condition and shall wear them when on duty at the school with exception of service calls.
- 21.02 Copies of this Agreement will be issued to all employees within sixty (60) days after it is signed. New employees will be given a copy when they commence their employment. The cost of all copies will be borne equally between the Employer and Union.
- 21.03 The Employer shall provide for a Safety Shoe allowance to a maximum of sixty-five dollars (\$65.00) in 1988 and seventy dollars (\$70.00) in 1989 per employee for C.S.A. approved footwear, excluding athletic shoes.
- Upon presentation of appropriate receipt, **an** employee will be paid the amount on the receipt, to a maximum of sixty-five dollars (\$65.00) in 1988 and seventy dollars (\$70.00) in 1989. Receipts to be submitted for reimbursement not later than 31 October in any year.
- 21.04 Employees instructed by Management to use their **car** for Board of Education business shall receive the same kilometer allowance **as** received by other Board of Education employees.

- 21.05 At all bargaining meetings held with Management for a renewal of this Agreement, the Union will be represented by a Bargaining Committee which includes up to seven (7) bargaining unit employees, and no deduction will be made for such meetings held during the regular working hours.
- 21.06 In the event that the Board shall merge, amalgamate or combine any of its operations or functions with another employer, the Board agrees to discuss the retention of seniority rights for all employees with the new employer.
- 21.07 The Employer shall provide to Matrons \$120.00 in 1988 and \$125.00 in 1989 for the purchase of smocks. The uniform supplied by the employer for female caretakers will substitute blouses for shirts.
- 21.08  The Labour-Management Committee be continued for the purpose of discussing matters not covered in the Agreement, in the interest of Labour-Management Relations.
- 21.09  It is understood and agreed that in the event that the Board should change a method or methods now in effect, then all permanent employees covered by this Agreement who as of July 1st, 1972 have two (2) or more years' Board seniority, and whose employment is affected by such change, will be offered alternative employment with the Board, and will not be terminated or laid off from employment by the Board as a result of such change.



21.10 Payment of overtime will be made on the basis of two times per month, provided that the Head Caretaker submits the Overtime Report Sheet to the Supervisor of Caretakers by the stipulated date.

21.11 Bargaining Unit employees will not be obliged to drive school buses.

21.12 Sexual Harassment —  
A copy of the Board's policy and procedures on Sexual Harassment shall be distributed to each employee as part of the Employee Benefit package.

**ARTICLE XXII DURATION AND TERMINATION**

22.01 ~~This Agreement shall be effective on the 1st day of January, 1988 and remain in force until the 31st day of December, 1989, and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.~~

During negotiations on any proposed renewal or revision **of this Agreement**, the Agreement, in the form in which it may be at the commencement **of** such negotiations, shall remain in full force **and** effect until a satisfactory settlement of such negotiations has been reached, or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever **first** occurs.

Wages effective 1 January 1989 may be renegotiated by the parties if the Cost of Living for Toronto (1981 = 100) published by Statistics Canada exceeds 6% on a year-over-year basis as at 31 December 1988 and reviewed monthly thereafter.

No other Collective Agreement provisions will be open for renegotiation during the term of the Collective Agreement which expires 31 December 1989.

22.02 Employees assigned to the Metropolitan Toronto French-Language School Council will continue to be covered by this Collective Agreement.

22.03 The parties will meet within fifteen (15) days after the giving of notice by either party for the purpose of entering into negotiations.

**IN WITNESS WHEREOF** each of the parties hereto caused this Agreement to be signed by its duly authorized representatives as of the day and year above written.

**THE BOARD OF EDUCATION  
FOR THE CITY OF NORTH YORK**

J. Filion  
B. Fickert

K. Kinzinger  
P. Rodgers  
D. Andrew

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1265**

H. O'Regan  
L. Smith  
E. Fines

M. Mullins  
W. Currie  
F. Alexander

## APPENDIX A

**LOCAL 1265 — CARETAKERS  
SALARY SCHEDULE**

CLASSIFICATION	1 January 1988	1 June 1988	1 January 1989
Matron	\$11.17	\$11.28	\$11.84
<b>Code 1</b>			
Caretaker — start	12.01	12.13	12.74
Caretaker — after 1 year	12.71	12.84	13.48
Caretaker with 4th class certificate	13.02	13.15	13.81
Caretaker with 3rd class certificate	13.11	13.24	13.90
<b>Code 2</b>			
Shift Leader other than on days	13.02	13.15	13.81
with 4th class certificate	13.35	13.48	14.15
with 3rd class certificate	13.44	13.57	14.25
<b>Code 3</b>			
Shift Leader — days	13.17	13.30	13.97
with 4th class certificate	13.47	13.60	14.28
with 3rd class certificate	13.56	13.70	14.39

**LOCAL 1265 — HEAD CARETAKERS  
SALARY SCHEDULE**

<b>CLASSIFICATION</b>	<b>1 September 1988</b>	<b>1 January 1989</b>	<b>1 September 1989</b>
<b>Code 4 — 0 - 25,000 sq. ft.</b>	\$14.74	\$15.48	\$15.48
with 4th class certificate	15.05	15.80	15.80
with 3rd class certificate	15.16	15.92	15.92
<b>Code 5 — 45,001 - 75,000 sq. ft.</b>	14.85	15.59	15.59
with 4th class certificate	15.19	15.95	15.95
with 3rd class certificate	15.25	16.01	16.01
<b>Code 6 — 75,001 - 115,000 sq. ft.</b>	15.02	15.77	15.88
with 4th class certificate	15.40	16.17	16.28
with 3rd class certificate	15.46	16.23	16.34
<b>Code 6A — Pleasant-Peckham (+15¢)</b>	15.17	15.92	16.03
with 4th class certificate	15.55	16.32	16.43
with 3rd class certificate	15.61	16.38	16.49
<b>Code 7 — 115,001 - 150,000 sq. ft.</b>	15.23	15.99	16.24
with 4th class certificate	15.55	16.33	16.58
with 3rd class certificate	15.67	16.45	16.70
<b>Code 8 — 150,001 - 200,000 sq. ft.</b>	15.76	16.52	16.81
with 4th class certificate	16.08	16.85	17.14
with 3rd class certificate	16.19	16.98	17.26

**CLASSIFICATION****1 September 1988    1 January 1989    1 September 1989****Code 9** — 200,001 + sq. ft.  
with 4th class certificate  
with 3rd class certificate**\$15.76****\$16.55****\$17.11****16.08****16.88****17.44****16.19****17.00****17.56****Code 9A** — Don Mills C.I. & J.H.S.  
and Emery C.I. & J.H.S.*H***16.45****17.27****17.83**with 4th class certificate  
with 3rd class certificate**16.77****17.61****18.17****16.86****17.70****18.26**



**LOCAL 1265 — HEAD CARETAKERS  
SALARY SCHEDULE**

<b>CLASSIFICATION</b>	<b>1 January 1988</b>	<b>1 June 1988</b>
<b>Code 4</b> — 0 - 25,000 sq. ft.	\$14.44	\$14.58
with 4th class certificate	14.76	14.91
with 3rd class certificate	14.83	14.98
<b>Code 5</b> — 25,001 - 45,000 sq. ft.	14.59	14.74
with 4th class certificate	14.90	15.05
with 3rd class certificate	15.01	15.16
<b>Code 6</b> — 45,001 - 70,000 sq. ft.	14.70	14.85
with 4th class certificate	15.04	15.19
with 3rd class certificate	15.10	15.25
<b>Code 6A</b> — Pleasant-Peckham (+15¢)	14.85	15.00
with 4th class certificate	15.19	15.34
with 3rd class certificate	15.25	15.40
<b>Code 7</b> — 70,001 - 105,000 sq. ft.	14.87	15.02
with 4th class certificate	15.25	15.40
with 3rd class certificate	15.31	15.46

**CLASSIFICATION****1 January 1988****1 June 1988****Code 8** — 105,001 - 145,000 sq. ft.  
with 4th class certificate  
with 3rd class certificate\$15.08  
15.40  
15.51\$15.23  
15.55  
15.67**Code 9** — 145,001 +  
with 4th class certificate  
with 3rd class certificate15.60  
15.92  
16.0315.76  
16.08  
16.19**Code 9A** — Don Mills C.I. & J.H.S.  
and Emery C.I. & J.H.S.  
with 4th class certificate  
with 3rd class certificate16.29  
16.60  
16.6916.45  
16.77  
16.86

## NOTE NO. 1

In the event that the category of a school drops in Code size to a lower Code, the Head Caretaker's wage rate will be correspondingly changed to the rate for the lower Code. Conversely, if a school category increases to a higher Code, the Head Caretaker's wage rate will be changed to the corresponding rate for the higher Code. Any wage rate reclassification arising from a change in category size will become effective on the 30th September of each year.

## NOTE NO. 2

Any increment increase for Assistant Caretakers will become effective on the commencement of the pay period nearest the employee's anniversary date.

## LETTER OF INTENT

The parties hereto agree that part-time cleaners may be employed by the Board subject to the following conditions. The parties shall meet to review the desirability of part-time cleaning staff either under the present conditions or under agreeable amended conditions.

1. wages:

Wages for part-time cleaners shall be:

Effective:	1 January	1988 - \$7.55
	1 June	1988 - 7.63
	1 January	1989 - 9.11

2. Hours of Work:

The Standard Work week shall consist of a minimum of 20 hours per week Monday to Friday inclusive up to a maximum of 30 hours per week Monday to Friday inclusive, comprised of the following:

Minimum of 20 Hrs. per week

— 5 days at 4 consecutive hours per day.

Maximum of 30 Hrs. per week

— 5 days at 6 consecutive hours per day.

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3. Unless otherwise specified herein, employees shall be entitled to all provisions of the Collective Agreement between Local No. 1265 and the Board.
  4. In lieu of vacation, employees shall receive four percent of their gross earnings included within their bi-weekly pay.
  5. Part-time cleaners are not eligible for benefits under Article XVI, Sick Leave Provisions, and Article XVII, Other Benefits. In lieu of benefits, part-time cleaners will receive an allowance of 40¢ per hour.
  6. Employees shall have their seniority and union dues deductions recorded on a separate list from that of full-time employees.
  - 28 E, 126. In the event of a lay-off, part-time employees shall be laid off prior to any full-time employee being laid off and no part-time employees shall be employed while full-time employees remain on lay-off.
  - 28 E, 1-1. 8. The part-time cleaner roster shall be limited to fifteen percent (15%) of ~~the~~ total full-time caretaker roster.

Dated at North York this 19th day of September, 1979.

Revised May 21st, 1980.

Revised April 15th, 1982.

Revised May 27th, 1984.

Revised March 22nd, 1985.

Revised March 20th, 1986.

Revised November 3rd, 1988.

## LETTER OF INTENT

The Board shall continue to determine the methods through which services are provided.

**An** alteration in method or methods now in effect, includetechnologicalchange which is defined as the introduction of new electronic equipment and/or mechanization that necessitates the acquisition of new job related skills.

When the Board decides to introduce technological change, two (2) representatives of the Board shall meet with two (2) representatives of the Union no later than two (2) months prior to the introduction of the change, to discuss:

- (a) the working environment of employees affected by the technological change.
- (b) special arrangements that may be necessary to ensure the safe operation of equipment introduced as a result of technological change.
- (c) standards and procedures for the ongoing maintenance, inspection and repair of equipment as introduced as in (b) above.

In the event of technological change which results in the reduction of the number of permanent employees required, clause 21.09 shall apply.

When technological change is introduced, the employee will be given on the job training, without loss of pay to a maximum of three (3) weeks to acquire the necessary skills required by such change.

In the event of a position or positions covered by this agreement being reclassified by reason of technological change, the wage rate of the employee holding such positions shall be frozen until the rate of the reclassified position reaches that level: it being the intention that no

employee shall suffer a loss in wages by reason of said change(s). All such employees shall be given the opportunity to fill other vacancies according to their bargaining unit seniority. An employee who refuses the vacancy offered will revert to the rate of the position the employee then holds. Any depletion of staff as a result of technological change as outlined in the definition will be discussed at a meeting to be held one (1) month prior to implementation of the depletion.

### **LETTER OF INTENT**

As in past practice retroactivity to 1st January, 1988 in respect of wage and shift premium rates and overtime as denoted in Schedule "A". Retroactivity will apply to all employees on staff at the date of ratification, to employees who retired in 1988, prior to ratification and to the estate of an employee who died in 1988, prior to ratification.

### **LETTER OF INTENT**

The Board confirms that the contents of the letter of Board dated 20 October 1977 continues to be current Board policy.

### **LETTER OF INTENT**

Arising out of the recent negotiations, the parties to the present Collective Agreement agreed to enter into a Letter of Intent covering two specific areas for clarification purposes.

1. That for the positions of Head Caretaker and Shift Leader at Etienne Brule Secondary School and at Jeanne Lajoie Elementary School, a thorough knowledge of both French and English is a definite requirement, i.e., applicants must be bilingual.

It is further agreed that on appointment to any of these positions, applicants will retain their present seniority within the new Code until such time as they could normally apply Code Seniority for further promotion purposes. It is also agreed that in the case of a demotion, employees will revert to the Code from which they were appointed to an Etienne Brule position or Jeanne Lajoie position.

2. The Board agrees to study the feasibility and cost implications of providing an Employee Benefit Statement which would describe in simple, concise terms, the outline of Insured Employee Benefits **and** their cost.

## SCHOOL CODE LISTING

### *Code 4: 0-45,000*

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Ancaster ES	Glen Pk ES
Anderson ES	Gosford ES
Appian ES	Gracefield ES
Arbor Glen ES	Greenland ES
Armour Hts ES	Harrison ES
Baycrest ES	Highview ES
Best West ES	Hillmount ES
Blacksmith ES	Hollywood ES
Blaydon ES	Ingram ES
Bluehaven ES	Joyce Pkwy ES
Brian ES	Kingslake ES
Broadlands ES	Lamberton ES
Cameron ES	Lillian ES
Cassandra ES	Mallow ES
Chalkfarm ES	McKee ES
Cherokee ES	McNicoll ES
Churchill ES	Muirhead ES
Claude Watson ES	O'Connor ES
Cliffwood ES	Overland ES
Cresthaven ES	Owen ES
Dellcrest ES	Pearson ES
Derrydown ES	Pelmo Pk ES
Downsview ES	Pineway ES
Drewry Centre ES	Rene Gordon ES
Dunlace ES	Rippleton ES
Elkhorn ES	Roywood ES
Finch East ES	Seneca Hill ES
Forest Valley ES	Shaughnessy ES
Glen Avon ES	Sloane ES



## SCHOOL CODE LISTING

### *Code 4: 0-45,000 (cont'd)*

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Steelsview ES	Tumpane ES
Stilecroft ES	Yvonne ES
Summit Hts ES	Tippet Warehouse
Three Valleys ES	

### *Code 5: 45,001-75,000*

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Brookbanks ES	Lajoie ES
Calico ES	Lawrence Hts ES
Crestview ES	Ledbury ES
Dallington ES	Lescon ES
Daystrom ES	Maple Leaf ES
Denlow ES	Ranchdale ES
Driftwood ES	Rockford ES
Dublin Hts ES	Sheppard West ES
Ernest ES	Shoreham ES
Faywood ES	Stanley ES
Fenside ES	Topcliff ES
Firgrove ES	Victoria Vil ES
Flemington ES	Willowdale ES
Forest Manor ES	Wilmington ES
Gateway ES	Yorkview ES
Gracedale ES	Yorkwoods ES
Grenoble ES	Beverley JH
Gulfstream ES	

## SCHOOL CODE LISTING

### *Code 6: 75,001-115,000*

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Amesbury ES	Highland JH
Bayview ES	Jane JH
Best East ES	Laporte JH
Brookhaven ES	Oakdale JH
Humber Summit ES	Pleasant View JH
Lang ES	St Andrews JH
Milne Valley ES	Windfields JH
Cummer Val JH	Woodbine JH
Don Valley JH	Zion Hts JH
Donview JH	Boylen SS
Elia JH	Brule SS
Fisherville JH	Yorkdale SS

### *Code 6A: Pleasant Peckham*

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Pleasant Peckham ES

### *Code 7: 115,001-150,000*

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Beattie SS	MacKenzie SS
Fleming SS	

## SCHOOL CODE LISTING

### Code 8: 150,001-200,000

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Bathurst Hts SS	Jefferys SS
Don Mills SS	Newtonbrook SS
Henry SS	York Mills SS
Jackson SS	

### Code 9: 200,000 and mom

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Admin Centre	Northview SS
Oakburn Centre	Vanier SS
Downsview SS	Victoria Pk SS
Earl Haig SS	Westview SS
Emery SS	

All figures are in square feet

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