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EFF.	4	23	51
TERM.	1996	2	31
NO. OF EMPLOYEES	1000		
NOMBRE D'EMPLOYÉS	1000		

COLLECTIVE AGREEMENT

between

THE DURHAM BOARD OF EDUCATION
 (hereinafter referred to as "The Board")



and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 218
 (CUSTODIAL)
 (hereinafter referred to as "The Union")



April 1, 1996 - December 31, 1998

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COLLECTIVE AGREEMENT

between

THE DURHAM BOARD OF EDUCATION
(hereinafter referred to as "the Board")

PARTY OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 218
(hereinafter referred to as "the Union")

PARTY OF THE SECOND PART

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

The Board, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all employees of the Board engaged in caretaking and maintenance and those employees of the Board required to be engaged as stores employees, cafeteria staff and security monitors; save and except supervisors, those above the rank of supervisors, school teachers, office staff, students employed for the school vacation period, and those employees covered by subsisting Collective Agreements.

The Collective Agreement specifically covers only those employees in classifications as set out in Schedule "A" or in classifications which may be created in accordance with this agreement.

ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS

The **Union** acknowledges that it is the exclusive **function** of the Board, **among** others, and subject to the provisions of **this** agreement, to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, discharge, direct, transfer, classify, promote, demote or discipline employees, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim **that** an employee has **been** discharged or disciplined without just **cause**, may be subject to a grievance **and dealt** with **as** hereinafter provided;
- (c) administer **and** manage all the affairs of the Board.

ARTICLE 4 - NO DISCRIMINATION

The Board **and** the **Union** agree **that** there will **be** no discrimination, interference, restriction or coercion exercised or **practised** with respect to any employee by reason of race, colour, political or religious affiliation, or by reason of membership or non-membership in the **Union**.

ARTICLE 5 - UNION SECURITY

It is **agreed** by **the** parties hereto that **all** employees eligible to **be** in the **Union** and who have completed one (1) month employment will be required to pay to **the Union an amount equal to the** current monthly union dues, whether a member or not, **as long as** the **Union** is the recognized bargaining agent.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 The Board agrees to deduct from **the** wages of **each** employee, **as** defined in Article 5 above, a **sum equal to** the current monthly union **dues**, and remit monies **so** deducted to the Treasurer of the **Union** not later **than the last** day of the month accompanied by a list of **all employees from** whose wages **the deductions were made**. The Union **agrees to keep** the Board informed **as to the name** and address of the official **so** designated by the **Union**. **The Union also** agrees to provide the Board with **thirty (30) calendar** days notice of any change in the **amount** of the dues to **be** deducted.

6.02 The Board **will** notify the Treasurer of the **names** and **addresses** of new dues-paying employees. The Board agrees to list the **annual** amount of **Union** dues paid on **all T-4** slips when **issued**.

ARTICLE 7 - BOARD/UNION RELATIONS**7.01 Correspondence**

All **correspondence** between the **parties** hereto **arising** out of this Agreement or incidental thereto shall pass to **and from** the Superintendent of Education/Employee Relations and the President of the Local Union and the Unit **chairperson**. Copies shall normally be **sent** to the Superintendent **of** Education/Facilities Services, the **Manager** of Employee Relations/Labour Relations, **and** the Recording **Secretary** of the Local Union.

7.02 Labour/Management Committee

- (a) At the request of either the Union or the Board, up to five **(5)** representatives of each of **the** parties will meet during the term of the collective agreement to discuss **issues** related to the workplace which are not the subject of a grievance and which are **not** being dealt with in collective bargaining. The frequency of the **meetings** will be determined by the parties, but will not be less **than** once every two (2) months.
- (b) A recording secretary shall be appointed by **the committee**. **The** recording **secretary** shall keep minutes of each meeting, **and** these shall be submitted to committee **members** within **ten (10)** days of **each** meeting. The minutes shall be accepted at the **next** meeting.
- (c) The President **of Local 218** is entitled to attend all meetings of the **Labour/Management Committee**, as well as other meetings **between** the Board and any committee of the Union.

7.03 The employer undertakes to advise the Union, as soon as possible, of changes to part-time cleaner positions which result in increases or **decreases** in the number of **assigned** hours.

ARTICLE 8 - COMPLAINT AND GRIEVANCE PROCEDURE

8.01 Complaints and grievances in **matters** pertaining to the **interpretation** or application of **this** agreement shall be discussed and adjusted by the Board's designated **representative(s)** and the Union Committee.

8.02 If **an** employee has any **complaint** or **grievance** to take up with **the** Board, **such** **complaint** or grievance shall be heard in the following manner as set out in **Section 8.03**.

ARTICLE 8 - COMPLAINT AND GRIEVANCE PROCEDURE

8.03 (a) Informal Step

Prior to filing a **personal** grievance, on a matter that is other **than** disciplinary, as hereinafter provided, an employee shall normally attempt, by informal discussion with his/her immediate supervisor, to resolve any matter which could be the subject of a grievance. In this discussion, the employee may be **accompanied** by a **Union** Steward, **and** the immediate **supervisor** may be **assisted** by the appropriate unit Manager. This **discussion** must take place not later **than** five (5) working days following the date of the incident giving rise to the potential grievance. **The** Employer's response must be made **not later than** three (3) working days following the discussion.

Any matter not settled at this stage may become the **subject** of a grievance and be dealt with **as** follows.

(b) Step 1

The grievance of **the** employee shall be **stated** in writing on a standard form **supplied** in triplicate by the **Union** which shall be completed as indicated on **the** form **and** signed by the employee **and** the steward. The form **will then** be presented to the Superintendent of Education/Facilities Services, or designate, who will **state and return** a written decision within seven (7) days.

(c) Step 2

If the decision of **the** superintendent of Education/Facilities Services, or designate, is not satisfactory to the employee **concerned**, the **matter** will be **referred** to the **Board's** Grievance Committee, **or** their **appointees**, **and** the **Union**, **and** at this meeting a representative of the National **Office** of **the** Canadian Union of Public Employees may be present should either **party** make **such** request. **Unless** mutually agreed, **this** meeting shall take place **no** later **than** seven (7) days following receipt of **the** **Union's** decision to proceed to **this** step.

- (d) The **Board's** Grievance *committee*, **or** their **appointees**, shall give a decision in writing to the **Union Committee** within seven (7) days after **the** close of **the** meeting. If the **Board's** decision at this stage is **unsatisfactory** to the **Union Committee**, then **the** grievance may be **referred** to arbitration **as** hereinafter provided.

ARTICLE 8 - COMPLAINT AND GRIEVANCE PROCEDURE

- 8.03 (e) **It** is mutually agreed **that** no grievance shall be considered, the alleged circumstances of which originated or **occurred** ten (10) days prior **to** its original presentation, except in the **case** of grievances regarding wages which shall have a time limit of thirty (30) days **from** date of receipted acknowledgement of earned wages.
- (f) The Board **agrees** to recompense stewards **at** their current hourly base rate for a reasonable **amount** of time spent in dealing with grievances. This is to apply to time spent in dealing with complaints or grievances during the employee's regular working hours **and** further includes **time spent** on grievances after they have **reached** the arbitration stage.
- If, in **the** opinion of **the** supervisor, an unreasonable amount of time is **being** spent in dealing with a grievance, payment may be withheld.
- (g) Any of the times mentioned in the grievance or arbitration proceedings may be extended by **mutual** agreement.
- (h) It is agreed by the parties **that any** grievance not processed from **one** step to **the** other or to arbitration within ten (10) days of the prior answer shall **be deemed to** have **been** dropped by the party instituting the grievance.
- 8.04 Where a dispute **arises** involving a **question** of general application or general interpretation of the **terms** of the collective agreement, **a** policy grievance may be filed by **the Union** commencing with Section 8.03 **(b)**.
- 8.05 Where **a** resolution to a grievance is **reached** by the parties, the resolution shall not in itself become the **basis** for any subsequent grievance.

ARTICLE 9 - ARBITRATION

- 9.01 Where a grievance is referred to arbitration, it shall be heard by a single arbitrator [except **as** provided in 9.02 (a)], **chosen** in rotation from the following list. The parties **agree** that the following five persons **shall**, in **turn**, serve **as** single arbitrators **on** a rotating basis:

1. **Ken Swan**
2. **Gail Brent**
3. **Ross Kennedy**
4. **Anne Barrett**
5. **Graeme McKechnie**

ARTICLE 9 - ARBITRATION

9.01 (continued)

If an arbitrator is not available, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement in any particular case, the parties may select a listed arbitrator out-of-turn or select an arbitrator not on the list. If none of the persons on the list is available, and if the parties are unable to agree upon an alternative arbitrator, the parties shall ask the Ontario Minister of Labour to appoint a single arbitrator.

9.02 (a) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single arbitrator. In that event, the referral to arbitration [see 8.03 (d)] shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.

(b) The two nominees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the chairperson. The Chair may be a person from the agreed list [see 9.01], although that is not required. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.

(c) The provisions of Article 10 and 11.03 related to a single arbitrator shall similarly apply to a Board of Arbitration.

9.03 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, or administration of this agreement, which cannot be settled after exhausting the grievance procedure, will be settled by arbitration as defined herein, and in accordance with Section 48 of the Ontario Labour Relations Act.

ARTICLE 10 - LIMITATIONS UPON ARBITRATOR

10.01 An arbitrator shall not be authorized to alter, modify, amend or add to any part of this agreement.

10.02 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10.03 Each party shall be responsible for an equal share of the fee and expenses of the arbitrator.

ARTICLE 10 - LIMITATIONS WON ARBITRATOR

- 10.04 At any stage of the grievance or arbitration procedures, the parties may have the **assistance** of the employees concerned **as** witnesses, and **all** reasonable arrangements will be made to permit the conferring parties, or the arbitrator, to have access to any **part** of the **Board's** premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11 - DISCIPLINE/DISCHARGE CASES

- 11.01 When an employee is called to a meeting with the Superintendent of Education/Facilities Services or designate for the purpose of **imposing** discipline, the **Union** will be **informed of such** meeting before it is held and may have a representative present. Where possible, **the Union shall be notified through the Union steward for the area**, and that steward will be the representative present **at the meeting**.

- 11.02 An employee claiming to have been discharged without just **cause** may lodge a grievance if a **written** statement of such grievance is **lodged** with the **Board's** Grievance **Committee**, or its appointees, within two **(2)** working days of discharge. Such grievance **shall** be lodged commencing with Section 8.03 (c).

An additional two **(2)** working days [four **(4)** days in total] shall be **granted** where an employee **has** been unable to get in touch with the steward.

- 11.03 Such **special** grievance may be settled by **confirming** the Board's action **in dismissing** the employee, 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 an arbitrator if the matter is submitted to arbitration.
- 11.04 The discharged employee **shall** be given an **opportunity** to meet privately with a **Union steward at a time** and place designated by the **immediate** supervisor before the employee is required to leave the premises.

ARTICLE 12 - BOARD GRIEVANCES

It is **understood** that the Board may bring forward at **any** meeting with the **Union Committee** any complaint or grievance. Such Board grievance **shall** be regarded as being **Next at Step 2**, with the **grieving** and **responding roles** appropriately reversed. If **such** complaint or grievance is not **settled** to the mutual satisfaction of the conferring parties, it may be referred to arbitration as provided above.

ARTICLE 13 - SENIORITY

The following measurements and calculations for seniority will apply where seniority is specifically referred to in the collective agreement. Seniority as a measurement shall not be applied in respect to vacation entitlements or Retirement Gratuity entitlements.

13.01 Newly-hired employees shall be on probation for a period of six (6) months. All employees, who have completed their probationary period, shall have their names placed on the seniority list based on the employee's actual last date of hire in the bargaining unit or the date as calculated in the following paragraph.

Where an employee who has previously worked as a temporary fill-in is hired for a position in the regular complement of staff, up to three (3) months of such fill-in work, counting only those periods in excess of four (4) weeks duration worked during the immediately preceding twelve (12) months, shall be credited towards the six (6) months normal probationary period. In these instances, the employee's seniority shall be calculated to include the credit for fill-in work, up to three (3) months.

13.02 Seniority shall continue to accrue during leaves of absence as follows:

- (a) Lone-Term Disability - for a maximum of one (1) year.
- (b) Pregnancy Leave - for a maximum of seventeen (17) weeks.
- (c) Parental Leave - for a maximum of eighteen (18) weeks.
- (d) Extended Leave - where a parental leave has been extended or a pregnancy leave followed by a parental Leave has been extended, for a combined maximum period of one (1) year.
- (e) Any other approved leave of absence - up to a maximum of three (3) months.

Both full-time and part-time employment shall be included in calculations of any one individual's seniority. If the individual's name is included in a part-time listing, any previous continuous full-time employment shall be equated to equivalent part-time employment. Conversely, part-time employment shall be equated to full-time equivalent employment for those whose names are included on a full-time listing.

13.03 Seniority lists will be made available to each workplace by January 31 each year. The lists will indicate seniority as of December 31 in each of the following classifications: Custodians, Maintenance, Cafeteria, Cleaners, Security Monitors and Stores. These lists will include the name of each employee, their occupation, and their Seniority as determined under Section 13.01.

ARTICLE 13 - SENIORITY

- 13.04 Applications from persons who are employed on a temporary basis in bargaining unit positions (~~such as~~ for summer help or snow-shovelling, etc.) shall be the first to be considered in the event a full-time job ~~becomes~~ vacant, other ~~than~~ jobs which are required to be posted under Article 31.
- 13.05 All employees, including probationary employees, have recourse to the grievance procedure if disciplined or discharged. However, ~~the standard~~ for discharging a probationary employee will be a lesser standard ~~than~~ for those employees who have successfully completed the probationary period. Probationary employees may be discharged ~~for~~ unsuitability ~~and/or~~ unsatisfactory performance.
- 13.06 Temporary employees may be hired by ~~the Board~~ for a period of up to six (6) ~~months~~ for relief work or ~~during peak~~ periods, or for a period of up to twelve (12) ~~months~~ to replace an employee absent on a Regnancy Leave and/or ~~Parental~~ Leave and Extended Leave, and during ~~these periods~~ they will not be subject to the terms of this agreement except ~~as~~ to the wage rate and the check-off provision ~~as~~ provided for in Section 6.01. It is understood, however, that employees on lay-off, ~~and~~ in all cases having ~~the~~ required qualifications and experience for the job, will be recalled before any new temporary employees are hired under ~~this~~ section. ~~The periods noted~~ above may be extended by mutual agreement. The Union shall be advised of temporary appointments under ~~this~~ section.

It is ~~also~~ understood that ~~no regular~~ employees will be laid off ~~as long as~~ temporary employees are employed by the Board in the same occupational classification.

ARTICLE 14 - LOSS OF SENIORITY

- 14.01 Seniority rights (~~and an employee's~~ employment) shall be terminated if ~~the~~ employee:
- (a) leaves the employ of the Board
 - (b) is discharged and such discharge is not reversed ~~through~~ the grievance procedure;
 - (c) is laid off continuously for a period of more ~~than~~ eighteen (18) months;
 - (d) fails to return to work from lay-off within seven (7) ~~calendar~~ days after being notified by registered mail to do ~~so~~;
 - (e) is absent for ~~more~~ than three (3) working days without notifying the supervisor or without ~~securing~~ a prior leave of absence. In regard to ~~part-time~~ personnel, a "working day" will be defined ~~as~~ a day on which the employee is regularly scheduled to work.

ARTICLE 15 - LAY-OFF AND RECALL

15.01 Employees ~~shall~~ be laid off in order of seniority (with the junior employee to be laid off first) in accordance with ~~their~~ occupational classification provided ~~that~~ it does not prevent **the Board from maintaining a working** force of employees who have the ability to perform the requirements of the job.

However, where ~~an~~ employee is about to be laid off ~~from~~ a classification and such employee holds ~~more seniority~~ than ~~the~~ most junior employee in another classification ~~and~~ is capable of doing the ~~most~~ junior employee's work, the employee originally displaced shall take ~~the most~~ junior employee's ~~job and~~ the ~~most~~ junior employee shall be laid off.

15.02 When recalling employees who have ~~been~~ laid off, the recall will be made in reverse order of seniority, provided ~~they can~~ do the work available.

15.03 ~~The employer shall notify~~ employees who ~~are~~ to be laid off seven (7) calendar days prior to the effective date of lay-off except for those employees replacing absent employees.

15.04 **Redeployment Committee**

In all situations involving lay-offs of members of ~~the~~ bargaining unit, the Board **will discuss** the **circumstances** related to ~~the~~ lay-off with the **Union** at a **meeting** of the Labour/Management Committee. In such circumstances, ~~the~~ consultation at the Labour/Management Committee shall take place not less than thirty (30) calendar days in advance of the proposed effective date of the lay-off.

When the Labour/Management Committee convenes to **discuss** lay-offs, its composition may be augmented to a **maximum** of up to seven (7) representatives for **each** of ~~the~~ Employer **and** Union teams. The **meeting** shall be held during **normal working hours** and the time **spent** attending such meeting(s) will be considered work **time** for which **all** participants shall be entitled to **regular** pay. When reviewing the lay-offs, ~~the~~ Labour/Management Committee shall conduct itself in its **normal fashion** with regard to chairing the **meetings**, preparation of agendas, **minutes**, etc. The Committee will have at its disposal such staffing, work organization and **financial information** as is relevant to the proposed lay-off.

As **part** of its review, the Committee may identify, propose and discuss possible alternatives to lay-offs which might **include**, but **are not necessarily limited** to, the contracting in of work and potential re-organizations. The **Committee** may **also** identify and discuss existing vacant positions and/or positions which **are** expected to become vacant within the ensuing twelve (12) months, **as well as** opportunities for worker **retraining** where positions **may** be available and retraining is cost effective.

ARTICLE 15 - LAY-OFF AND RECALL

15.04 (continued)

It is also understood ~~that~~, in its role of reviewing lay-offs, the Committee through its representatives may exercise a discretion to waive job postings in appropriate circumstances.

Persons who ~~are~~ normally employed ~~on~~ a less ~~than~~ twelve (12) month ~~basis~~ are not to be regarded ~~as~~ laid ~~off~~ for the purposes of this paragraph (15.04), during the period of the year when they ~~are~~ not required ~~to~~ be at work.

ARTICLE 16 - SENIORITY APPLIED TO PROMOTIONS AND TRANSFERS

16.01 A promotion shall mean a ~~transfer~~ to a higher paid ~~job~~. In the event a permanent employee moves to a different classification on a permanent ~~basis~~, the employee shall ~~retain~~ all previous occupational seniority in the former group for a ~~period~~ of thirty (30) days, after which the entire seniority shall be transferred to the new group.

16.02 In the case of a voluntary transfer, the rate of pay will be increased or ~~decreased~~ according to ~~the~~ prevailing contract rate of ~~the~~ position ~~to~~ which ~~the~~ employee is ~~transferred~~.

16.03 When ~~an~~ employee relieves another employee in a position of higher rating and continues in such position for a ~~period~~ of one (1) week or more, the employee shall receive ~~the~~ higher rate for the full period worked in ~~such~~ position. ~~On~~ return ~~to~~ the former occupation, ~~the~~ employee shall be paid ~~the~~ rate for that occupation. ~~This~~ paragraph will not apply where ~~there~~ is only one employee in a school during the vacation period.

T AGE

All employees will normally retire on the 30th day of ~~June~~ following their 65th birthday, or at the employee's option, at ~~the~~ end of the month in which the 65th birthday occurs, provided the employee ~~so~~ notifies the ~~Board~~ in writing three (3) ~~months~~ in advance of the 65th birthday. ~~Employees~~ shall be permitted ~~to~~ retire early with actuarial reduction if called for, at an age below sixty-five (65), as the Ontario Municipal Employees' Retirement System may ~~stipulate~~.

ARTICLE 18 - TRANSFER TO SUPERVISORY POSITIONS

- 18.01 The ~~selection~~ or ~~appointment~~ of employees for ~~supervisory~~ positions or for any position not subject to ~~this agreement~~ is not governed by ~~this agreement~~, but if an employee is, ~~or has been transferred, and later is transferred back to a position which is governed by this collective agreement, then the seniority which shall be credited to the employee shall be the amount held at~~ time of transfer to ~~the~~ excluded position plus a ~~maximum~~ of one year.
- 18.02 Employees ~~who~~ have always ~~been~~ excluded ~~from~~ the bargaining unit ~~and~~ at some time are transferred to a position within the bargaining unit ~~shall~~ be given seniority dating only ~~from the date~~ of transfer to ~~the~~ bargaining unit.
- 18.03 When ~~an~~ employee relieves a supervisor ~~and~~ continues in ~~such~~ position for a ~~period~~ of one (1) week or more, ~~the~~ employee shall receive a premium of 3.75% of Custodial twelve (12) month ~~rate~~ per hour for ~~all hours~~ worked in such position for the period of fill-in.

ARTICLE 19 - UNION COMMITTEE

- 19.01 The Board acknowledges the right of ~~the Union~~ to elect or otherwise appoint a body to be composed of fourteen (14) employees who shall be known as ~~stewards~~. The Board will recognize and bargain with a regularly elected Committee of five (5) selected ~~from~~ the fourteen (14) stewards to be known as the Negotiating ~~and~~ Grievance Committee. ~~This committee~~ will deal with any matters properly arising from ~~time to time~~ under the terms of ~~and during~~ the ~~continuation~~ of this Agreement. Any steward may act as an alternate in the absence of one of the five (5) Negotiating ~~and~~ Grievance ~~Committee~~ members. One of the five (5) Negotiating ~~and~~ Grievance ~~Committee~~ members will be the representative present ~~at any~~ formal grievance meetings.
- 19.02 Each of the fourteen (14) stewards will represent a defined area of the Board's Operation. The ~~area~~ in which ~~each~~ steward will ~~operate~~ shall be ~~communicated~~ to the Board in writing by the Union.
- 19.03 The ~~Union~~ recognizes ~~and~~ agrees that the stewards, as ~~set~~ out in Section 19.01 have regular ~~duties~~ to perform in connection with their employment, and therefore, ~~the~~ business of ~~administering this~~ agreement will be attended to with the least possible interference with their regular duties.
- 19.04 A steward will obtain ~~permission~~ ~~from~~ the immediate supervisor before leaving regular duties and, if requested, give a reasonable explanation ~~as to the length of time spent in the performance of the regular union duties~~. Such ~~permission~~ shall not be unreasonably withheld.

ARTICLE 19 - UNION COMMITTEE

- 19.05 It is agreed that **stewards** shall be recompensed at their **current** hourly **base** rate for time **spent** in negotiations during working hours up to **and** including the Conciliation Officer stage.
- 19.06 The Union **agrees** to supply **the Board** with the **names** of the members of each **committee** and to keep such lists up to **date** at all **times**.
- 19.07 It is **mutually** agreed **that** employees **shall** not be eligible to serve **as** stewards or **as** **members** of any **committee** **established** under this agreement **until** they have had **six (6)** **months'** service with the **Board**.

ARTICLE 20 - LEAVES OF ABSENCE

- 20.01 Leave of **absence**, without pay and without loss of seniority, will be **granted to** a Union member employee **to** attend **business meetings** and conventions of the Union, provided **that five (5)** days' notice in writing of the desire **to obtain** such leave of absence **shall be** given to the Superintendent of Education/Facilities Services, and provided **also** that the leave of absence **shall be limited** to four **(4)** persons at any **one time** for not more than **ten** (10) consecutive days each.

Employees on leave of **ab** — without pay for Union business will receive their regular pay and benefits for such **period** of absence and **the** employer **shall** bill and be reimbursed by the Treasurer of the Local for all wages and **benefits** received during such absence.

- 20.02 **The Board** may **grant** a leave of **absence**, without pay or without loss of present seniority or occupational classification **to** any employee requesting such leave, for a **good and** sufficient **cause**, which may include compassionate grounds.
- 20.03 **The Board** will **grant** a leave of **absence** for up to **two (2)** years to any employee who requests such a leave **by reason** of election or appointment **as an officer** of the Union. Such leave shall **be** without pay **and** without loss of seniority or occupational classification. **Requests** for further leaves will **be** considered on a case-by-case **basis**.
- 20.04 (a) For employees requiring a leave of absence for **the purpose** of filling a political office, the Board agrees to grant a leave of absence, without loss of seniority held at time of leave plus **three (3)** **months** and without pay, for a period not to **exceed** **the term** of office or four **(4)** years, whichever is less.

ARTICLE 20 - LEAVES OF ABSENCE

- 20.04 (b) Such leave must be requested in writing at least one (1) month prior to the commencement of such leave. Upon return the employee shall be placed on such work as the employee is fully capable of performing and to which the employee is entitled by reason of seniority.
- 20.05 Applications for leave of absence, without pay, shall be submitted to the employee's supervisor/manager at least two (2) weeks prior to the commencement of such leave, except for leave as noted under Section 20.01 or other extenuating circumstances. An answer to an application will normally be given in writing within seven (7) calendar days.
- 20.06 The employee may only accumulate further seniority during the first three (3) months of a granted leave of absence.
- 20.07 When an employee is summoned for jury duty or subpoenaed by the Crown, the Board agrees to compensate the employee for the difference between the pay the employee would have received while working and the fee received from the Court. The Board will continue to pay the employee his or her wages, and the employee will remit to the Board the fee received from the Court. Employees are to report back to work when they are not required to serve or give evidence, and where there is still time left in the regular work day. An employee chosen for jury duty must notify the Superintendent of Education/Facilities Services or designate immediately.
- 20.08 Salary for time lost due to compulsory quarantine shall be paid to employees when certified by the local Officer of Health and is not chargeable to sick leave.
- 20.09 (a) Pregnancy Leave
 Upon written request, pregnancy leave of up to seventeen (17) weeks, without pay, shall be granted to an employee who has worked for the Board for at least thirteen (13) weeks. The employee must give the Board at least two (2) weeks written notice of the date the leave is to begin, along with a certificate from a legally qualified medical practitioner stating the expected birth date. The pregnancy leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return to work.
- (b) Parental Leave
 Upon written request, parental leave of up to eighteen (18) weeks, without pay, shall be granted according to the Employment standards Act to an employee who has worked for the Board for at least thirteen (13) weeks.

ARTICLE 20 - LEAVES OF ABSENCE20.09 (c) provisions Applicable to Both Pregnancy and Parental Leave

- (i) **Upon** written request by an employee, the Board **agrees to grant an** extended leave such ~~that the~~ combined pregnancy and/or parental leave and the extended leave **total** a maximum of **one** (1) year.
- (ii) Seniority shall continue **to** accrue during a pregnancy leave (17 weeks), a parental leave (18 weeks), and an extended leave, to a **total** maximum period of **one** (1) year.
- (iii) During pregnancy or parental leave, the Board shall **continue to** make its contributions for the benefit plans provided under Article 38 unless the employee indicates in writing that he/she does not **intend** to pay their contributions or fails **to make** such contributions by way of post-dated cheques provided **to** the Board at ~~the~~ commencement of the leave.
- (iv) **Where** a parental leave has **been** extended, the employee shall have the **option** to continue **benefit** coverage under Article 38 by **assuming** full premium **cost** (100%) for the period of the leave extension.
- (v) **Where** a pregnancy **or** parental leave is **granted** under the provisions of the Employment Standards Act, ~~the~~ employee shall **return to** the job vacated **at** the commencement of the leave. **Where** the leave **is** for a period in excess of that provided for **under** the Employment Standards Act, ~~the~~ employee will be returned to the **same classification** if available, or to a lower classification as a temporary measure, but shall be returned to the same classification when a full-time vacancy occurs.
- (vi) Sick leave and vacation entitlement shall **continue** to accumulate in the **normal fashion during** pregnancy and parental leave.

20.10 Supplemental Unemployment Benefits (S.U.B.) Plan

It is understood by both parties to this Agreement that ~~the~~ S.U.B. Plan set out herein is based **upon** and is subject to Employment Insurance (E.I.) Regulations **and** procedures. **In the** event of **amendment to** those E.I. Regulations and procedures, these S.U.B. provisions will **be** reopened and renegotiated by the parties, **as required**, to ensure ongoing acceptance by E.I. authorities.

ARTICLE 20 - LEAVES OF ABSENCE

- 20.10 1. **The object of this S.U.B. Plan is to supplement the E.I. benefits from the Canada Employment and Immigration Commission for temporary unemployment caused by pregnancy leave or parental leave for the purpose of adoption.**
2. **This Plan covers the employees covered by the Collective Agreement between C.U.P.E., Local 218 (*custodial*) and the Durham Board of Education.**
3. **The other requirements for receipt of S.U.B. are:**
- (a) **the employee must be eligible to receive E.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission.**
 - (b) **an application for S.U.B. must be made by the employee on a form to be provided by the Board and the employee shall provide verification of the approval of the E.I. claim (in the form of his/her E.I. benefit stub and/or by obtaining a computer report from the Commission) indicating the weekly amount to be paid by the Canada Employment and Immigration Commission.**
 - (c) **the employee shall sign an agreement with the Board indicating:**
 - (i) **that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board after returning from the employee's pregnancy leave or adoption leave (and any subsequent additional leave granted by the Board under the terms of the Collective Agreement) for a minimum period of three (3) months**
 - (ii) **that should the employee not comply with (i) above the employee shall reimburse the Board any monies paid to the employee under this S.U.B. Plan.**
4. **An employee must have applied for and be in receipt of E.I. benefits in order to receive payments under this S.U.B. Plan.**
5. **An employee disentitled or disqualified from receiving E.I. benefits shall not be eligible for a S.U.B. A S.U.B. payment shall be made only when it has been verified that the employee has applied for and is in receipt of E.I. benefits.**
6. **An employee shall not have the right to a S.U.B. payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.**

ARTICLE 20 - LEAVES OF ABSENCE

- 20.10 7. ~~Other Income:~~ Payments in respect of ~~guaranteed annual remuneration~~ or in respect of deferred ~~remuneration~~ or severance pay benefits will not be reduced or increased by payments received under this Plan.
8. The benefit level paid under this Plan is ~~set~~ at a weekly rate equal to 90% of the employee's weekly insurable earnings as determined by ~~the Canada Employment and Immigration Commission~~. It is ~~understood~~ that in any week ~~the~~ total amount of the S.U.B., E.I. gross benefits and any other earnings received by the employee shall not exceed 95% of the employee's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations.
9. ~~The~~ two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a S.U.B. is payable.
10. This ~~Plan~~ shall remain in effect for the term of the Collective Agreement.

ARTICLE 21 - VACATIONS21.01 Vacations: Full-time Custodians and Maintenance Personnel

General: Continuous employment is measured ~~from the~~ date the employee is officially placed in a permanent full-time or part-time position. Employees who ~~are~~ appointed to permanent placements shall be ~~so~~ notified in writing.

- (a) Employees with less ~~than one~~ (1) year's continuous employment with the Board shall be allowed a vacation with pay in accordance with ~~the~~ Employment Standards Act, Ontario.
- (b) A full-time employee who ~~has~~ completed ~~one~~ (1) year of ~~continuous~~ full-time employment ~~as of July 1st~~ shall be allowed two (2) weeks' vacation with pay, but in any case shall receive not less than that provided under the Employment standards.
- (c) A full-time employee who has completed ~~three~~ (3) years of ~~continuous~~ full-time employment ~~as of July 1st~~ shall be allowed three (3) weeks' vacation with pay.
- (d) A full-time employee who has completed ~~nine~~ (9) years of ~~continuous~~ full-time employment ~~as of July 1st~~ shall be allowed four (4) weeks' vacation with pay.

ARTICLE 21 - VACATIONS

- 21.01** (e) A full-time employee who **has** completed eighteen (18) years **of continuous** full-time employment **as of** July 1st shall be allowed five (5) weeks' vacation with pay.
- (f) A full-time employee who has completed twenty-five (25) years of continuous full-time employment **as of** July 1st shall be allowed **six** (6) weeks' vacation with pay.
- (g) The **Board** may require vacations in excess of three (3) weeks to be **taken** at some time other **than** in July or August.
- (h) A regular employee voluntarily leaving **the** service at any time in the holiday year before vacation has **been taken shall be** paid in **accordance** with the following schedule:
- (i) **Those** employees entitled to receive two (2) weeks' vacation or **less to** receive 4% of regular **salary** to date of termination in current vacation year.
 - (ii) **Those** employees entitled to receive **three** (3) weeks' vacation to receive 6% of regular **salary** to date of termination in current holiday year.
 - (iii) Those employees entitled to receive four (4) weeks' vacation to receive 8% of regular **salary** to date of termination in current holiday year.
 - (iv) Those employees entitled to receive five (5) weeks' vacation to receive **10%** of regular **salary to date of termination** in current holiday year.
 - (v) **Those** employees entitled to receive **six** (6) weeks' vacation to receive **12%** of regular **salary to date of termination** in current holiday year.

21.02 Vacations: General

- (a) All annual vacations provided for in **this** agreement shall, as a general rule, be **taken** during July and August **in** any year **unless** the Board **permits** otherwise. Vacation entitlement will be **calculated as of** July 1st of each year.
- (b) **An** employee entitled to three (3) or more weeks' vacation may, by **mutual** agreement with the employee's supervisor/manager, **take one (1) or more** weeks of vacation at a time other than July or August.
- (c) In **the event** of conflict in vacation **times**, **the** employee with the greatest seniority shall **be** given preference.

ARTICLE 21 - VACATIONS

- 21.02 (d) It is understood, by ~~the parties to this~~ agreement, that in **Section 21.01**, the vacation year commences ~~July 1st and terminates on June 30th of the~~ following year.
- (e) In the event a paid holiday ~~falls~~ within an employee's regular vacation ~~period~~, the employee shall be granted a day ~~off~~ with pay in addition ~~to regular~~ vacation time.
- (f) Employees who are ~~to~~ retire as of ~~June 30th~~ in any year at the ~~normal~~ retirement date, or at an earlier retirement age due ~~to~~ ill health, will be paid ~~an amount~~ equivalent to the vacation ~~period to~~ which they would have ~~been~~ entitled had they stayed ~~on staff at~~ their ~~regular~~ rate of pay.

21.03 Unscheduled Leave

Where an employee is ~~granted~~ an unscheduled leave for illness, bereavement or any other purpose ~~and such~~ leave commences immediately prior to the commencement of the employee's scheduled vacation, the vacation period shall be rescheduled ~~upon~~ the employee's ~~return~~ to work after the completion of ~~the~~ unscheduled leave.

21.04 Pro-Rating of Vacation Time and Payment

Where ~~an~~ employee is absent without pay or without sick leave benefits during the vacation year, the ~~vacation time~~ and pay owing shall be pro-rated ~~according to the~~ regular days actually worked compared to the regular days available during the vacation year.

ARTICLE 22 - PAID HOLIDAYS

- 22.01 The Board ~~agrees~~ to pay each ~~full-time~~ employee a ~~sum~~ equivalent to the employee's current daily ~~rate~~ of pay (or ~~part~~ thereof in the case of ~~a~~ half-day holiday) for the following holidays:

New Year's Day
 Heritage Day (if declared
 by Federal Government)
 Good Friday
 Easter Monday
 Victoria Day
Dominion Day
 Civic Holiday (August)

Labour Day
 Thanksgiving Day
 Remembrance Day
 Half day prior to **Christmas**
Christmas Day
 Boxing Day
Half day prior to New Year's Day

ARTICLE 22 - PAID HOLIDAYS

22.02 In order to qualify for the above paid holidays the employee must be at work for his/her normal complete shift prior to and following the day of the holiday

The only exception to the above will be for leave of absence granted in writing or proven illness either the day before or the day after the holiday.

22.03 Where a holiday falls on a Saturday or a Sunday, employees will be granted a day's pay or a day off with pay in lieu of the holiday.

22.04 Employees required to work on any of the above noted holidays shall be paid at the rate of double time for actual hours worked in addition to holiday pay.

22.05 To be eligible an employee must have completed three (3) months as a probationary employee employed to fill a permanent vacancy including time credited under Article 13.03 to a maximum of three (3) months.

22.06 Should schools remain open on Remembrance Day, the Board and the Union shall agree upon a "Floating Holiday" to be taken at another time in lieu of Remembrance Day.

22.07 If Heritage Day is not declared by the Federal Government as a National Holiday, the Board and the union shall agree upon a "Floating Holiday" to be taken at another time in lieu of this day.

ARTICLE 23 - VACATIONS AND HOLIDAYS - PART-TIME EMPLOYEES

It is agreed by the parties to this agreement that regular part-time employees shall receive a vacation and holiday allowance in an amount proportional to the amount of time normally worked by them in comparison with the normal workweek in effect for custodial or maintenance staff and provided the employees meet the requirements as set out in Articles 21 and 22. In explanation of the above, for specified holidays listed in Article 22, the employee will be paid the regular hourly rate for the number of hours normally worked in the four (4) week period while schools are operating preceding each holiday. In the case of Civic Holiday and Labour Day, the employee shall be paid the regular hourly rate for the number of hours worked on the day before the specified holiday.

ARTICLE 24 - TOOLS, EQUIPMENT AND CLEANING MATERIALS

The Board will supply **all** tools, equipment and **cleaning** materials necessary **to** carry out the work required in maintaining the schools. Maintenance personnel are expected to furnish their personal hand tools. Provided such tools **are** exchanged, **tools** broken or worn **on** the job will be replaced by the Board.

ARTICLE 25 - UNIFORMS AND SAFETY FOOTWEAR

The Board agrees to provide **uniforms** under the following conditions:

25.01 For Employees in First Year of Employment:

The Board agrees to supply **uniforms** in stocked sizes with the employee being responsible for the **cost** of any alterations.

- | | |
|---------------------|---|
| For painters | - three (3) pairs of slacks/pants and three (3) shirts/blouses |
| For cleaners | - one (1) smock/shirt and one (1) pair of slacks/pants |
| For all others | - two (2) pairs of slacks/pants and three (3) blouses/shirts |

In addition to the above, maintenance employees will be entitled to two (2) **pairs of overalls**, if required.

25.02 For Employees After One (1) Year of Employment:

The Board will pay the full cost each year of one (1) **pair** of pants/slacks/overalls and one (1) shirt/blouse for NI-time custodial or maintenance employees, and one (1) smock/blouse and one (1) **pair of** slacks/pants **for** cleaners.

An additional pair of pants/slacks shall be supplied to employees every second year, except for maintenance employees who shall be supplied the additional **pair of pants/slacks** each year.

25.03 The Board will supply overalls to schools as required.

ARTICLE 25 - UNIFORMS AND SAFETY FOOTWEAR

- 25.04 The employees will be responsible for ~~the~~ full cost of alterations, cleaning and maintenance of the uniforms.
- 25.05 Replacement uniforms will be supplied, as required, by October 8th of each year or as soon as possible thereafter.
- 25.06 It is understood ~~that~~ employees who have been issued uniforms shall wear these uniforms while on duty and ~~that~~ Board identification crests must not be removed ~~from~~ any uniforms or parts thereof supplied by the Board.
- 25.07 **Safety Footwear**

All bargaining unit employees, including temporary and probationary employees ~~must~~ wear C.S.A. approved safety footwear ~~at all times while on duty~~. Effective January 1, 1994, each permanent, full-time employee who has completed the probationary period shall receive a footwear allowance per calendar year in accordance with ~~the~~ employee's classification as set out below. Permanent, part-time employees shall receive the allowance every second year. Payment shall be made on the *first* payroll in January.

Custodians, Chief Custodians,

Maintenance and Stores Employees: \$70. (~~safety boots~~ must be worn)

All others: \$60. (~~safety shoes~~ may be worn)

- 25.08 The following employee classifications are exempt from the requirement to wear uniforms and safety footwear, as well as the entitlement to uniform allotment and footwear allowance: Energy ~~Systems~~ Analyst and Security Monitor

ARTICLE 26 - FIRST AID KITS

First aid kits shall be supplied and maintained by the Board and kept in places easily accessible to all employees.

ARTICLE 27 - SICK PAY ALLOWANCE

- 27.01 **An** employee who, because of illness or injury, is unable to report for work at the regular hour must notify the Superintendent of Education/Facilities Services, or **such** other person **as** may be designated, before the regular starting time in time to get a replacement and to qualify for sick pay allowance. Employees who have been absent for more than one (1) day **shall** be required to call in prior to reporting for work.
- 27.02 **Full-Time Custodians and Maintenance Personnel**
- For absence due to personal illness, **an** employee shall be allowed **as follows**:
- (a) **During** the first **six** (6) months of employment: no allowance.
 - (b) **On** the completion of the first **six** (6) months **of service**: twenty-two (22) days' sick leave **per** year with pay, accumulative to a maximum total of **two** hundred and sixty (**260**) days. For employees hired after January 1, 1997, and notwithstanding **(a)** above, **on** the completion **of** the **first** six (6) months of service, the **initial** twenty-two (**22**) day sick leave entitlement shall **be** retroactive **to** the date **of** hire.
 - (c) Whenever **an** employee claims sick leave, such employee may be required by the Board to provide a doctor's certificate, and for absences of **three** (3) days or more, an employee shall provide **a** doctor's certificate.
- 27.03 A statement of an employee's accumulated sick leave **shall** be **issued** to each employee **annually**.
- 27.04 If **an** employee is prevented **from performing** regular work with the Board **on account of an** occupational accident **that** is recognized by the Workers' Compensation Board **as** compensable within the meaning **of** the Workers' Compensation Act, the Board will supplement the award made by the Workers' Compensation Board for the loss of wages to the employee by such an amount **that** **the** award of the Workers' Compensation Board for loss of **wages** together with the supplementation of the Board **of** Education will equal one hundred percent (100%) of the employee's regular wage, **after** normal income **tax** deductions considering the **tax free** status of Workers' compensation income. The **portion** paid by the Board will be chargeable to the employee's accumulated sick credits.
- 27.05 Where an employee **has** received sick benefits from the Board related to a non-occupational illness or injury, and subsequently receives a judgement or award from a third party for **loss** of wages relating **to** the same absence, **the** employee shall be required to pay to the **Board** the lesser of the **amount** of such award or the sick leave payments received and the Board will reinstate **the** appropriate number of sick leave credits to the employee.

ARTICLE 28 - SICK PAY ALLOWANCE - PART-TIME PERSONNEL

28.01 For absences due to personal illness, an employee shall be allowed as follows:

- (a) During the first twelve (12) months of employment: no allowance.
- (b) On completion of the first twelve (12) months of part-time service and each succeeding year thereafter: twenty-two (22) days' sick leave at the number of hours for each day equal to the normal hours worked daily for the major part of the year, with pay, accumulatively to a maximum total of two hundred and sixty (260) days. For employees hired after January 1, 1997, and notwithstanding (a) above, on the completion of the first twelve (12) months of part-time service, the initial twenty-two (22) day sick leave entitlement shall be retroactive to the date of hire.
- (c) whenever an employee claims sick leave, such employee may be required by the Board to provide a doctor's certificate, and for absences of three (3) days or more, an employee shall provide a doctor's certificate.

28.02 A statement of an employee's accumulated sick leave shall be issued to each employee annually.

28.03 If an employee is prevented from performing regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Board of Education will supplement the award made by the Workers' Compensation Board for the loss of wages to the employee by such an amount that the award of the Workers' Compensation Board for loss of wages together with the supplementation of the Board of Education will equal one hundred percent (100%) of the employee's regular wages, after normal income tax deductions considering the tax free status of Workers' Compensation Income. The portion paid by the Board will be chargeable to the employee's accumulative sick credits.

28.04 In the event an employee is sick at a time when the employee is scheduled to work eight (8) hours, the employee may draw the number of days sick pay allowance to make up eight (8) hours pay for each day of illness.

ARTICLE 29 - BEREAVEMENT

An employee shall be allowed up to a maximum of ~~three~~ (3) successive working days for leave of absence with pay when a **death occurs** in **such** employee's immediate family for the purposes of making the arrangements for or attending the **funeral** or a formal memorial service. "Immediate **family**" shall mean: father, mother, sister, brother, husband, wife, **son**, daughter, mother-in-law, father-in-law, **grandparents**, son-in-law, daughter-in-law, sister-in-law **and** brother-in-law, grandchild **and** any other relative normally in residence with the employee.

Additional days travelling time without pay may be granted if required.

ARTICLE 30 - RETIREMENT GRATUITY

30.01 A regular full-time employee with a minimum of ~~ten~~ (10) years continuous employment or its equivalent with the Board, retiring **at normal** or earlier retirement date shall be granted a **gratuity** based on ~~the~~ employee's sick leave reserve, years of **service**, and **salary** at retirement **according** to the following schedule:

<u>Years of Service</u>	<u>Maximum Gratuity</u>
10	20% of the unexpended portion of sick leave reserve at the salary rate on retirement date

plus 2% for **each** additional year of service up to a maximum of 50% for **twenty-five** (25) years or over. **This** gratuity will be paid in **one** sum at ~~the~~ time of retirement or in April of the year following retirement provided that, if ~~the~~ employee wishes the gratuity **on retirement**, **the** Board must be **so** advised in **writing** before December 31 of the preceding year.

30.02 In the event of the death of **an** employee, either before or after retirement but before receiving ~~the~~ benefits of ~~the~~ retirement gratuity **as** provided under **Section 30.01**, **such** benefits will be paid **to** ~~the~~ employee's **estate**.

30.03 Any gratuity payable under **this** plan shall not **exceed an amount** equal to the retiring employee's **salary** or other **remuneration** for the **six** (6) month period last worked. The **amount** in any event **shall** not exceed ~~that~~ permitted by the Education Act.

30.04 A retiring **employee**, as referred to in **Section 30.01** above, is **interpreted as being one** who ceases to be employed by the Board **on** account of age or ill **health**, **and** is **not** **resigning to take** another position or being **dismissed** for **cause**.

ARTICLE 31 - JOB POSTING PROCEDURE AND PROMOTIONS

31.01 The Board agrees to post notice of vacancies occurring in the Maintenance Department and in the positions of Cleaner which are in excess of four (4) hours, Chief Custodian, Shipper/Receiver, ~~Truck~~ Driver, Inventory Control Clerk, and Cafeteria staff. Such vacancies shall be posted region-wide subject to the following conditions:

- (a) The **original** vacancy together with the two **succeeding** vacancies only will be posted for a period of ~~ten (10)~~ working days, and will normally be so posted within ~~ten (10)~~ working days of a **known permanent** vacancy.
- (b) Copies of all postings shall be sent to the Secretary of the Union
- (c) If a **successful** applicant is found unsuitable within ~~six (6)~~ months ~~from the date of~~ filling the vacancy, he/she will move to whatever vacant position is available but may not move back automatically to their previous position. If the **successful** applicant elects to leave the new position or is found to be unsuitable within a two week period of having ~~been~~ placed in the new ~~position~~, he/she shall return to the position vacated and the applicant who would have ~~been~~ selected ~~next~~ from those interviewed for the vacancy will be offered the position.
- (d) Vacancies will not be posted during the months of ~~July and August~~, but the Board shall be free to arrange to have any **necessary** work done during that period with whatever means are at the Board's disposal.
- (e) Postings shall **contain** the following **information**: classification title, qualifications **required** including job knowledge, education, shift, hours of work, and applicable wage or wage range.
- (f) Permanent full-time employees shall be given preference for full-time vacancies. Permanent part-time employees shall be given preference for **part-time** vacancies.

31.02 Applicants for posted vacancies **will be** considered on the basis of ability, qualifications, merit and experience with the **Durham Board** of Education and its predecessors, and where two or more applicants are capable of performing the job and are deemed to be **equal** as to the above factors, seniority shall be the determining factor.

Normally, within ten (10) working days of the close of the posting ~~date~~, all applicants and the Union will be notified as to the name of the successful applicant.

31.03 If no applications are received by 10:00 a.m. on the fifth (5th) working day following the date of posting, the Board may start **proceedings** to secure applications from outside **labour sources**. This ~~in no way~~ shall limit the Board from hiring **temporary** employees to fill the vacancy while the ~~posting~~ is being processed.

ARTICLE 31 - JOB POSTING PROCEDURE AND PROMOTIONS

31.04 The Board reserves the right to hire outside help provided that in its opinion the internal applicants are not capable of performing the work required. If, in the opinion of the Union, the Board has not considered all of the relevant factors, the matter may be subject to the grievance procedure.

31.05 It is agreed that successful applicants of the job-bidding procedure will not be permitted to re-apply for a period of one (1) year except by written permission of the Board.

31.06 Night Shift Incumbent Preference

Night shift or afternoon shift personnel who want a day shift job shall register their request with the Custodial Services Manager indicating their interest in permanent and/or temporary day shift jobs. When a permanent day shift job is vacant, the Custodial Services Manager shall poll the list of registrants in order of seniority and give preference to registrants before new hires are made to fill the vacancy.

When a temporary job opens for a week or more, and is to be filled, the Custodial Services Manager shall poll the list of registrants in order of seniority in the municipality where the vacancy exists. When an opening is refused, the name of the registrant shall be removed from the list. The employee may re-register after three (3) months.

Be it further understood that employees within the particular school, where temporary vacancies occur, will receive preference before any transfers or hirings are considered.

31.07 Temporary Summer Chief Custodial Vacancies

When a vacancy arises because the Board decides to fill in for a Chief Custodian for a period exceeding two (2) calendar weeks during the summer months, the Board shall permit an employee in the custodial classification to transfer to fill the vacancy in preference to using a temporary employee as a replacement. Prior to each summer period, employees shall be invited to state their desire to be so considered and the Board will consult with such employees as required when a vacancy occurs. It is understood that employees within the particular school will receive preference before any transfers or hirings are considered.

31.08 A vacancy created by the absence of an ill or disabled employee will be posted or in any event, treated as a permanent vacancy at the point in time when the absent employee first receives benefits under the Long Term Disability Plan, Workers' Compensation Disability Pension, or is receiving Workers' Compensation benefits for a period of one and one-half (1½) years, or earlier by mutual agreement between the Union and the Board.

ARTICLE 31 -JOB POSTING PROCEDURE AND PROMOTIONS**31.08** (continued)

Should the employee recover **and** be capable of performing the job in the classification previously held, the employee shall be entitled to **fill** any suitable vacancy in that classification available at the time. If a suitable vacancy is not available, the employee shall **be** entitled to displace the most junior employee in that Classification within the geographic **area**, provided the employee **has** greater **seniority**.

Employees absent due to Long Term Disability shall continue to **accumulate seniority** for a maximum of one (1) year while on **Long** Term Disability.

31.09 If an employee is absent from work **through illness** or injury **and** the parties agree **that such absence will**, in all probability, be in excess of **six (6) months**, **the** vacancy created by such employee's absence shall be filled **in** accordance with **Section 31.06** of the Collective Agreement or by hiring **an** employee to **fill the** regular complement of **staff**.

Upon return **of** the absent employee, employees affected will revert to their **original** positions subject to Article 15.

The foregoing is not intended to operate under or be affected by Section **31.08**.

ARTICLE 32 - HOURS OF WORK AND OVERTIME**32.01** This section is not to be construed **as a guarantee of hours of work per day** or per week.**32.02** The **normal** hours of work **for** full-time employees in the bargaining unit shall **be** eight (8) **hours** per day and forty (40) hours per week, Monday to Friday inclusive.**32.03** **All hours** worked in **excess** of eight (8) hour per day or **forty (40) hour per week** shall be paid at the rate **of time and** one-half the employee's regular straight **time** rate of pay. Time absent by **an** employee due to **illness**, during regularly scheduled **hours**, or on a **recognized** paid holiday under Article **22**, shall be counted **as time** worked for **the** purpose of calculating hours worked under this clause.**32.04** Any **hours** worked for which extra **compensation** is paid, **such as school checks**, weekend **firing**, or emergency call-backs shall not be considered **as overtime hours** worked.

ARTICLE 32 - HOURS OF WORK AND OVERTIME

32.05 When an employee is required to **perform** work after regular working hours for outside organizations **using** the facilities of the school, the employee shall be paid at the rate of **time** and one-half the employee's **normal** rate of pay, converted to an hourly rate, Monday to Saturday inclusive, **and** double time **on** Sunday. However, it is clearly understood that where regularly scheduled Saturday or Sunday programs sponsored by the Board of Education, or by the Recreational Commission, which extend to at least a ten-week period **are** required, the **Board** may require regular employees to work at the **premium** rate stipulated by **this** clause or may have part-time employees work at straight time rates **so long as** such work does not affect the **normal** employment of regular employees.

32.06 Work **performed on** Sunday, except **as** noted under **Section 32.05**, shall be paid for at the rate of double the employee's **regular** hourly rate of pay.

32.07 The **hours** of work for part-time employees shall be set in accordance with the requirements of the Board, with overtime applying for any work **performed** over eight (8) hours per day or forty (40) **hours per week**. **Time** absent by an employee due to **illness**, **during his** regularly scheduled hours, or **on** a recognized paid holiday under Article 22, shall be counted as time worked for the purpose of calculating hours worked under **this** clause.

It is further understood that **during** the March break, summer break, **and** Christmas break, part-time employees shall be allowed to work their allotted hours in eight (8) hour **shifts** if the employee **so** desires.

32.08 Overtime shall be distributed as equally as possible **among** those employees performing the work within the school or within a **maintenance** classification. In the event of **absenteeism** where **fill-in** is required, overtime will be offered to existing staff if **no** floater/casual help is available. Where such overtime is required, the overtime will be first offered to the employees within the Supervisor's **area** of jurisdiction.

For the purpose only of determining an employee's entitlement to overtime, overtime which **has been** scheduled **and refused** shall be considered as overtime worked by that same employee.

32.09 **During** school holidays, namely the Christmas break, **March** break **and** summer vacation, the hours shall be 7:00 a.m. to 4:15 p.m. with a half-hour lunch **on** Monday to Thursday, **and 7:00 a.m. to 12:00 noon** with no break for lunch **on** Fridays. **Hours on** an individual day may be adjusted to meet specific needs, but, in any event, the **starting** or **finishing** times will **not be** changed by **more than** two (2) hours. **In** the case of a statutory holiday falling in the Monday to Thursday period, it shall be counted as eight (8) hours **and** the balance of the work week must still equal **thirty-two (32) hours**.

ARTICLE 32 - HOURS OF WORK AND OVERTIME

- 32.10 (a) The hours of work for custodians and chief custodians in the secondary schools shall normally be within the following ranges:

Day shift

- shall commence not before 6:30 a.m. and not after 8:00 a.m.
- shall end not before 3:00 p.m. and not after 4:30 p.m.

Afternoon shift

- shall commence not before 3:00 p.m. and not after 4:00 p.m.
- shall end not before 11:30 p.m. and not after 12:30 a.m.

- (b) The hours of work for custodians and chief custodians in the elementary schools shall normally be within the following ranges:

Day shift

- shall commence not before 6:30 a.m. and not after 8:00 a.m.
- shall end not before 3:00 p.m. and not after 4:30 p.m.

Afternoon shift

Custodians who regularly work on the second (afternoon) shift in a two (2) custodian (or more) elementary school shall be scheduled:

Monday through Thursday - 3:30 p.m. to 11:30 p.m.

Friday - 1:00 p.m. to 9:00 p.m.

- (c) It is understood that the Board may alter particular Friday shiftsto accommodate the community use of schools.
- 32.11 **Custodians** scheduled to work overtime for school or community functions and reporting for such overtime will be guaranteed pay for the time so scheduled up to a maximum of two and one-half (2½) hours at straight time rates.

ARTICLE 33 - GENERAL PROVISIONS33.01 Vehicle Allowance

Effective September 1, 1991, employees required to ~~use~~ their own vehicles on ~~Board business~~ shall be paid 50.25¢ per mile (31.00¢ per kilometer).

For painters who ~~are required~~ to use their vehicles to report to work at locations more than ~~six (6) miles from their~~ base work ~~locations~~, a mileage rate of 50.25¢ per mile (31.00¢ per kilometer) shall be paid.

where the Board requires maintenance employees to ~~carry~~ tool boxes or heavy tools or equipment ~~in their cars~~, a mileage rate of 58.55¢ per mile (36.12¢ per kilometer) shall be paid.

The Board agrees that periodic increases, to ~~the~~ above ~~rates~~, shall be paid at a rate ~~established from time to time~~ by the resolution of the Board and will automatically apply to the bargaining unit.

33.02 Week-End and Holiday Security Checks

When a custodian is required to do security checks on a week-end and paid holidays in order to ~~maintain~~ a proper heat level in the school, the rate of pay shall be at ~~the~~ rate of \$16.00 per check.

33.03 New Classifications

In the event that new ~~jobs are~~ created or a new classification ~~arises~~ or significant ~~changes~~ in ~~duties are~~ made in an existing classification, it is agreed between ~~the parties that~~ such new job or classification shall be evaluated and paid in accordance with the C.U.P.E. (Custodial) Job Evaluation Program, as per Schedule B, B-1 and Appendix A.

33.04 Credit Union

~~The~~ employer ~~agrees~~ to deduct authorized credit union contributions from each pay ~~and~~ to remit such to one of ~~the two~~ (2) recognized credit unions within one (1) week of the ~~date~~ of the deduction.

33.05 Contracting Out

The Board agrees that ~~no~~ employee shall be laid ~~off~~ as a result of work being contracted out.

ARTICLE 33 - GENERAL PROVISIONS**33.06 Part-Time Employment**

Part-time employment is defined as being less than forty (40) hours of work per week. For employee benefit purposes, it is defined in accordance with the employee benefit booklet.

33.07 Reduction in Number of Classrooms

Where a Chief Custodian is reduced one or more categories through a decrease in the number of classrooms, including portables, the Chief Custodian may bump a junior employee in that category.

33.08 Transfers from one School to Another

Employees wishing to transfer from one school to another, shall write to the Superintendent of Education/Facilities Services or his designate, setting out their desire to be transferred to a particular school or location. Such transfers will be considered on the basis of the date the request was received rather than by virtue of seniority. It is understood that all employees requests for transfers will be considered prior to the Board deciding to hire any new employees. Employees who are transferred in accordance with this provisions will not be permitted to request another transfer for a period of one (1) year, except by written permission of the Board.

33.09 Where an employee is required, as a condition of employment, to hold a Class A Driver's Licence, the Employer will reimburse the employee for fees charged by a physician for the completion of any forms required for renewal of the licence. Reimbursement is subject to presentation of a receipt.

ARTICLE 34 - SHIFT PREMIUM

34.01 Effective May 13, 1991, the shift premium for work performed on the afternoon shift and/or night shift shall be 54¢ per hour. The above is not to be added to the employee's rate when calculating overtime.

34.02 An employee will be paid the shift premium if the employee's regular shift commences at 4:00 p.m. or later or if the majority of the hours of the employee's shift are worked after 4:00 p.m. An employee will be paid the shift premium if the employee's regular shift commences at midnight or later or if the majority of the hours of the employee's shift are worked after midnight.

ARTICLE 35 - INTERPRETATION

Whenever the singular has been used throughout this agreement, it shall be deemed to include the plural when the context so allows or requires.

ARTICLE 36 - CALL-BACK PAY

An employee called back to work after the completion of the employee's normal shift shall receive the greater of two and one-half (2%) hours at straight time or time and one-half for all hours actually worked except for work performed on Sunday and Holidays, which will be paid at double time. It is understood that this shall not apply where the employee is called in early to report for a regularly scheduled shift or where the employee stays on from the end of the normal shift to work overtime directly following on from the shift.

ARTICLE 37 - WAGE RATES AND CLASSIFICATIONS

The salary schedule and wage rate classifications shall be as shown in Schedule "A" which is attached hereto and forms part of this agreement.

ARTICLE 38 - EMPLOYEE BENEFITS

38.01 The Board and full-time employees will make contributions toward the Ontario Municipal Employees' Retirement System in accordance with the legislation.

38.02 Full-Time Employees

For full-time employees of the Board, the premium costs for benefits will be shared as follows:

	<u>Board</u>	<u>Employee</u>
● Medical/Dental (optional)	90%	10%
● Group Life Insurance and A.D. & D. (compulsory)	100%	Nil
● Long-term Disability (compulsory)	Nil	100%

(a) Medical/Dental

Includes:

- Major Medical Benefit, plus Vision **Care** to provide up to \$150 in any 24 consecutive month period for prescription glasses/contact lenses (effective Nov. 1, 1997, Vision **Care** to provide up to \$200 in any 24 consecutive month period for prescription glasses/contact **lenses**).
- Basic Dental (up to \$1,000 per year per individual).
- Major **Services** (up to \$1,000 per year per individual).
- Orthodontics (up to \$1,000 per year/\$3,000 lifetime per individual).
- 1991 O.D.A. Fee Schedule (effective Nov. 1, 1997, 1997 O.D.A. Fee Schedule).
- **\$10-single/\$20-family** combined deductible for Major **Medical** and Dental.
- Effective Nov. 1, 1997, change dental recall from 6 months to **9 months**.

Note: Out-of-Country medical coverage eliminated effective Nov. 1, 1997.

(b) Group Life Insurance and A.D.&D.

- three (3) **times** earnings (\$150,000 maximum).

(c) Long-term Disability

- 60% of monthly **salary** (\$2,500 maximum per month).

For purposes of **this** Article only, full-time employee shall mean an employee regularly scheduled to work twenty-five (25) or more hours per week,

ARTICLE 38 - EMPLOYEE BENEFITS**38.03 Part-time Employees**

For part-time employees of the **Board**, the premium costs for benefits will be shared as follows:

		<u>Employee</u>
● Medical/Dental (optional)	90%	10%
● Group Life Insurance and A.D. & D. (compulsory)	100%	Nil
● Long-term Disability (compulsory)	Nil	100%

(a) Medical/Dental**Includes:**

- Major Medical Benefit, plus Vision **Care** to provide up to **\$150** in **any 24** consecutive month period for prescription **glasses/contact** lenses (effective Nov. **1, 1997**, Vision **Care** to provide up to **\$200** in **any 24** consecutive month period for prescription **glasses/contact** lenses).
- Basic **Dental** (up to **\$1,000 per year per individual**).
- **Major Services** (up to \$1,000 per year per individual).
- Orthodontics (up to \$1,000 per year/\$3,000 lifetime **per individual**).
- 1991 O.D.A. **Fee** Schedule (effective Nov. **1, 1997, 1997 O.D.A. Fee** Schedule).
- **\$10-single/\$20-family** combined deductible for **Major Medical** and **Dental**.
- Effective Nov. **1, 1997**, change dental recall from **6 months** to **9 months**.

Note: Out-of-Country medical coverage eliminated effective Nov. 1, 1997.

(b) Group Life Insurance and A.D.&D.

- For **those** working four (4) hours per day as a normal shift, \$6,000 coverage. **Those** working **more** or less will have the amount of coverage pro-rated according to the terms of the policy.

(c) Long-term Disability

- 60% of monthly salary (\$2,500 **maximum per month**).

For purposes of this Article **only**, part-time employee shall mean an employee **regularly** scheduled to work less than twenty-five (25) hours per week and a **minimum** of **fifteen (15) hours per week**.

ARTICLE 38 - EMPLOYEE BENEFITS

- 38.04 The employee ~~benefits outlined in this Article~~ shall apply to employees with more than three (3) months service.
- 38.05 Employees on L.T.D. may choose to have the above ~~benefits~~ continued as a package by paying the total amount of premiums to ~~the~~ Board quarterly in advance.
- 38.06 Notwithstanding the above, ~~details~~ of coverage shall be in accordance with the terms of the policy with ManuLife Financial or an equivalent policy with an alternative company. For eligible expense coverage, the Group Insurance Plan booklet or the ~~Master~~ Policy should be consulted.

ARTICLE 39 - METHOD OF PAYMENT39.01 Pay Days

- (a) Employees covered by this Collective Agreement shall be paid every second Thursday.
- (b) An employee's pay shall be calculated on the basis of the employee's hourly rate multiplied by the number of hours actually worked at straight time or overtime rates.

39.02 Direct Deposit

The Board shall pay all employees covered by this Collective Agreement by means of a direct deposit electronic transfer system. It is understood that the Board incurs no additional liability to employees by implementing a direct deposit electronic transfer payroll system and that its obligation to employees on its payroll is satisfied when its payroll cheque is deposited with the banking institution which is responsible for the administration of the direct deposit system.

Newly-hired employees will provide the Board with the bank, trust company or credit union information necessary for deposits to be made into their accounts on the date their employment commences or at least fifteen school days prior to their first pay day. Employees will advise the Board of any changes in their bank, trust company or credit union arrangements at least fifteen school days prior to a pay day for the changes to be made for that pay day. Where there is insufficient information provided to allow a direct deposit to be made, the employee's pay will be held by the Board without interest. In addition, this Collective Agreement authorizes the Board to collect reasonable administrative charges from an employee's salary if the Board is required to perform administrative work not otherwise required but for the employee's acts or omissions respecting the employee's direct deposit responsibilities.

ARTICLE 40 - TERM OF AGREEMENT

- 40.01 This Agreement will continue in **force and effect from the date of ratification until December 31, 1998.**
- 40.02 Either party to this Agreement may, not more **than ninety (90) days and not less than thirty (30) days** prior to December 31, 1998, present to the other party **in writing proposed terms of a new or further Agreement and/or amendments to this Agreement, and a meeting shall be held within twenty (20) days, at which time the parties will commence negotiations** on the proposed amendments and/or the term of a new Agreement. Failing agreement by December 31, 1998, this Agreement and all its **terms** will continue in force **until a new Agreement is executed or until a legal strike deadline is reached, whichever shall first occur.**

ARTICLE 41 - SECURITY MONITOR POSITIONS

The provisions of this collective agreement apply to the **security** monitor classification, except where **otherwise noted** below or dealt with elsewhere in this agreement.

41.01 **Hours of Work**

Security monitors shall work eight **(8)** hours per day, **on a continental shift cycle, alternating** from day shift, to afternoon shift, to **night shift (and so on)** after each two (2) calendar weeks.

- 41.02 **The nature of the work, and the work station for security monitors require continuous presence in the work station during the entire eight (8) hour shift. The employer will provide the amenities in the work station, such as washroom, cooking facilities, etc., which will permit the employees to enjoy the normal lunch, coffee, and washroom breaks. It is understood that each eight (8) hour shift encompasses one (1) one-half hour paid lunch period.**

- 41.03 **A security monitor who works on a scheduled paid holiday (as per 22.01) shall be paid at the rate of double time for actual hours worked on the holiday, in addition to holiday pay. A security monitor shall receive eight (8) hours pay for a holiday not worked.**

- 41.04 **A security monitor is eligible for shift premium in accordance with paragraph 34.01, provided that this is not to be added to the employee's rate when calculating premium pay for overtime (see 41.05) or paid holiday purposes (see 41.03).**

- 41.05 **Overtime at the rate of time and one-half (exclusive of any paid holiday hours) shall be paid for any hours worked in excess of the basic assignment. Hours worked on Saturdays and Sundays shall be paid at straight time, and are not eligible for overtime premium under paragraph 32.06.**

ARTICLE 41 - SECURITY MONITOR POSITIONS

41.06 As part of their respective legal obligations in relation to the "duty to accommodate", the parties agree that employees requiring modified duties will be given a preference in filling security monitor vacancies, subject to qualifications, ability and experience. As a result, modified duties employees in this job classification will not be subject to bumping from other classifications in the case of lay-off, unless they are the most junior employee(s) in the system and would otherwise have been subject to lay-off.

Signed at Whitby, Ontario, this 19th day of December, 1997.

THE DURHAM BOARD OF EDUCATION

Paul Amodeo
Chairperson

Ken Tetromch
Treasurer

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #218

Don Bryan

Mal Watson

Carolee Bugden

Simon Bell

David [unclear]

Paul [unclear]

John [unclear]

SCHEDULE "A"WAGE RATE CLASSIFICATIONS

PLANT OPERATIONS

Cafeteria Assistant	12.07
Cafeteria Cashier	14.18
Cafeteria Manager	17.42
Chief Custodian (Secondary Schools)	
- Cartwright H.S.	17.72
- All other Secondary Schools	17.84
Chief Custodian (Elementary Schools)	
- 1 to 7 Classrooms	16.43
- 8 to 14 Classrooms	16.71
- 15 to 19 Classrooms	17.00
- 20 to 26 Classrooms	17.27
- 27 and over	17.54

(Note: A classroom is a room used full-time by a teacher and a regular class.)

Custodian (Secondary & Elementary)	
- 0 to 4 months (see Note #3)	14.74
- After 4 months	15.39
- After 8 months	15.69
- After 12 months	16.09
Cleaner	14.20
Security Monitor	16.82

STORES (Purchasing)

Shipper/Receiver	16.69
Truck Driver	16.77
Inventory Control Clerk	16.77

STUDENTS

10.27

SCHEDULE "A" - WAGE RATE CLASSIFICATIONS (cont'd)

MAINTENANCE

Electrician	19.68
Chief Carpenter	
Plumber	
Maintenance Mechanic - Controls	
Maintenance Electronics Technician	
H. V. A. C. Refrigeration Mechanic	
Chief Painter	19.16
Carpenter	18.64
Group Leader Painter	18.15
Energy Systems Analyst	18.10
General Maintenance	
Glazier Metal Mechanic	
Door Mechanic/Locksmith	
Bricklayer	
Small Equipment Repair Technician	
Welder Mechanic	17.72
Painter (see Note #1)	17.71
Maintenance Clerk	16.87
General Labour	14.95
Temporary Summer Help (see Note #2)	
Probationary Employees - Maintenance	14.74

Notes:

1. A painter **performing** spray painting shall receive a premium of twenty-five cents (25¢) **per** hour for the hours **spent** in **such** performance.
2. Temporary summer help, when working subject to **Section 31.07** in a one-person elementary school **during the** absence of the Chief Custodian for a **period** of one **(1)** week or more, shall receive a premium of **ten** cents (10¢) per hour.
3. For a Cleaner who is promoted to **Custodian**, the **starting** pay rate shall **be** the "after 4-month **Custodian** rate" rather **than the** "0 to 4 month **Custodian** rate".

SCHEDULE "B"**JOB EVALUATION****1. General**

- 1.01** The C.U.P.E. Job Evaluation System (previously adopted by both Parties for Pay Equity) is the **system** that is to **be used** by the Parties in evaluating the relative worth of **jobs** falling within **the scope** of the bargaining unit. Individual job classifications and salary rates will **be** in accordance with Schedule "A" of **this** Collective Agreement.
- 1.02** The **Parties** may, by mutual agreement in writing, modify any **aspect** of the Job Evaluation **System** in order to bring about improvements in the **implementation and maintenance** of **the** system.
- 1.03** All new and revised job descriptions submitted to **the** Evaluation Committee **shall** be evaluated by **the** Committee in accordance with the Job Evaluation system.
- 1.04** Revised job description evaluation **requests shall be** considered twice **each year**, approximately mid-April and mid-October. Newly-established jobs **shall be** evaluated at the time of establishment.

2. Evaluation Committee

- 2.01** There **will be an** Evaluation **Committee** composed of six persons: **three** representatives of **the Board of Education**, and three appointees **from the Union** (**at least one** representative from each of Plant **Operations and Maintenance**). The Evaluation **Committee** shall consider all requests for evaluation of job descriptions for **new** positions **created** within the bargaining unit and for re-evaluation of revised job descriptions for existing positions.
- 2.02** Each Party will **notify** the other **Party** in writing of its appointees to **this** **Committee**. Each **member** of the Committee **will** commit themselves to serve a **minimum** of three (3) years in **the** interest of continuity. **Training on the** Job Evaluation System for **the Union** appointees will **be** done at **no cost** to the **Board**.

SCHEDULE "B" -JOB EVALUATION (cont'd)**3. Job Re-Evaluation Procedures**

- 3.01 An employee who feels that there **has** been a significant change in the duties or responsibilities of their position **shall confirm** such changes with their Department **Head**. Where the Department **Head** does not confirm the changes, **the** employee may appeal that decision to the appropriate Superintendent of Education. The decision of the appropriate Superintendent **may be the subject** of a grievance. If the changes **are confirmed**, **then** the employee shall be required to complete a revised job description and Job Fact **Sheet** in collaboration with their **immediate** supervisor. **Once the** revised job description **and** Job Fact Sheet have been signed by the employee, **the** immediate supervisor and all other **incumbents** in the same position, these documents **shall be** forwarded to **the** Manager of Employee Relations/Services, accompanied by a completed Job Re-Evaluation Request **Form**. Requests for **job re-evaluations are to be** submitted either by April 1st or October 1st each year.
- 3.02 **Salary** increases resulting **from** the re-evaluation **shall be** made effective the beginning of **the** pay period following the **date** that **the** Manager of Employee Relations/Services received both the revised Job Description **and** the Completed Job Fact **Sheet**.

4. Arbitration Process

- 4.01 If agreement cannot be reached by the Evaluation Committee, the matter **shall be referred to** a single Arbitrator, selected **from** a list of mutually agreed upon arbitrators.
- 4.02 **The** decision of the Arbitrator **shall be final and binding on** the **Parties**.
- 4.03 The Arbitrator's fees **and** expenses **shall be shared equally** by **the** Parties.
- 4.04 No person may **be appointed as an** Arbitrator **who** has been involved **in an** attempt to negotiate or settle the matter **leading to** Arbitration.

SCHEDULE "B-1"C.U.P.E. Custodial Job Evaluation

1. The job descriptions for all new positions shall be evaluated by the Evaluation Committee, and shall be assigned an hourly rate in accordance with the point bands and hourly rates as set out in Appendix "A" attached hereto.
2. For employees who seek re-evaluation in accordance with paragraph 3.01 of Schedule "B" to the Collective Agreement (i.e. based upon a significant change in duties or responsibilities), the revised job description shall be evaluated by the Evaluation Committee, and the Occupational Classification shall be formally assigned an hourly rate in accordance with the point bands and hourly rates as set out in Appendix "A", subject to the following:
 - A. Where re-evaluation maintains the Occupational Classification within the same band, or raises it to a higher band,
 - (i) the hourly rate to be paid shall not be less than that set out in Appendix "A", for both new and incumbent employees in the Occupational Classification; and,
 - (ii) the existing hourly rate, if higher than the Appendix "A" rate, shall continue to be paid to the incumbent employees for as long as they remain in that position, but the rate for new appointees to that position shall be as set out in Appendix "A".
 - B. Where re-evaluation lowers the Occupational Classification to a lower band, the hourly rate to be paid shall be as set out in Appendix "A".
3. During the period from January 1, 1994 to June 30, 1994, all employees in the bargaining unit shall be entitled to have their positions re-evaluated, regardless of whether there has been a significant change in duties and responsibilities. The process to be followed shall be as set out in paragraph 3.01 of Schedule "B". No salary changes shall result from re-evaluations under this "window", but the results shall be reviewed by the parties hereto.
4. No salary changes shall result for incumbents in Occupational Classifications which are not re-evaluated under either 2 or 3 above.
5. Paragraph 2 above is subject to the provisions of the Social Contract Act, 1993.
6. It is understood that all occupational classifications shall have been evaluated, either previously, or under 1, 2, or 3 above.

APPENDIX "A"

<u>Points</u>	<u>Hourly Rate</u>
130 to 144	\$12.07
145 to 159	13.14
160 to 174	14.20
175 to 189	14.37
190 to 204	16.69
205 to 219	16.77
220 to 234	16.82
235 to 249	16.87
250 to 264	17.48
265 to 279	17.72
280 to 294	17.84
295 to 309	18.10
310 to 324	19.68
325 to 339	19.95
340 to 355	20.56

LETTER OF UNDERSTANDING #1
 between
THE DURHAM BOARD OF EDUCATION
 and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 218 (CUSTODIAL)

Re: Split Shift Arrangements

The Employer agrees that there will be no further split shift arrangements in addition to those already in place except by mutual agreement between the Board and the Union.

Signed at Whitby, Ontario, this 15th day of December, 1997.

FOR THE BOARD:

Ruth Ann Sepedlak
Ron Tabornik

FOR THE UNION:

Don Buyer
Mal Watson
Lora Lee Bugden
Diana M. G.
Bill [unclear]
Paul [unclear]
Adrian Zorich

RENEWAL OF

LETTER OF UNDERSTANDING #2

between

THE DURHAM BOARD OF EDUCATION

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #218
(CUSTODIAL)

Re: Short-Term Government Incentive Program Employees

The parties recognize that employees hired for short-term government incentive programs shall not be governed by the provisions of the Collective Agreement provided in no case shall such employees be hired as temporary and or permanent replacements for bargaining unit employees, nor shall the hiring of such short-term employees result in the displacement of bargaining unit employees. The Union shall be advised as to the work, the locations of all such employees.

Signed at Whitby, Ontario, this 19th day of December, 1997.

FOR THE BOARD:

Paul Ann Schofield
& Tobin

FOR THE UNION:

Don Bryan
Maureen
Lisa Lee Bugden
Diana McLean
Bird
Jan
Alan

RENEWAL OFLETTER OF UNDERSTANDING #3

between

THE D

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #218
(CUSTODIAL)

Re: Contracting Out of Custodial Services
 Board decision to contract out two
 additional schools in 1978.

The Board believes it properly carried out its responsibilities to the public, and within the spirit and intent of Article 33.05 when the decision was made.

The Board recognizes the critical nature of its decision as viewed by the Union.

Accordingly, and as an essential element in concluding negotiations for the Collective Agreement, the Board agrees that during the effective term of the Collective Agreement, as set out in Article 40 of the Collective Agreement, the Board will not contract out any additional schools.

Signed at Whitby, Ontario, this 19th day of December, 1997.

FOR THE BOARD:

Jack Am Scheller
Bob Trivich

FOR THE UNION:

Don Beyer
Mal Watson
Lora Lee Bingham
Ernie W. J.
Bill D. J.
Gary Johnson
Robert Young

MEMORANDA OF UNDERSTANDING**Re: Arbitration Board Nominees**

It is understood and agreed by **the parties** hereto that, if a grievance is heard by an Arbitration Board rather than by a single arbitrator, **each party** shall be responsible for the expenses of its own nominee to the Board of Arbitration.

Re: 19.01 (Union Committee)

It is understood and agreed by the **parties** hereto that the following people will attend second step grievance meetings on behalf of the Union:

- C.U.P.E. **National** Representative;
- Local 218 President;
- Chairperson of the Committee or designate;
- Committee Member/Steward;
- the grievor.

It is **also** understood **that** Employer representation at Step II **meetings** will not exceed five (5) **persons**.

Re: Duty to Accommodate

The parties hereto agree **that** an employee transferring **from one** C.U.P.E. bargaining unit to another under "Duty to Accommodate" shall carry with **them** their full **seniority and** service **earned** while in **the** former C.U.P.E. bargaining unit(s). **The** Board will consult with the Local President and **the** bargaining unit committee regarding **permanent** placements within **that** bargaining unit under "Duty to Accommodate".

Re: Bus Driver Position

The parties hereto understand and agree **that** if, in future, **the** Board should resume **control** of school bus **operations** such that bus drivers once **again** become employees of the Board, then **the** expectation would be **that** the bus driver employees **would** be **members** of the **custodial** bargaining unit.

Re: Committee to Review Seniority (13.01)

The parties hereto agree to establish a joint committee, composed of three representatives from each side, to review the desirability of changing the format for seniority calculation from the current "date of hire" approach to an "hourly based" approach, similar to that followed in the Office/Clerical/Technical collective agreement. It is also understood and agreed that the current 13.01 will continue to be the basis for the seniority calculation for the life of the current collective agreement. The committee's recommendation, if any, on this subject will be brought to the attention of the respective parties not later than 60 days prior to the expiry of the current collective agreement.

FOR THE BOARD:

Rud Amadio

Sam Taborik

Date: Dec 19/97

FOR THE UNION:

Don Buzon

Mal Watson

Barbara Buzon

Bruce D. J.

Bill D.

John Rowson

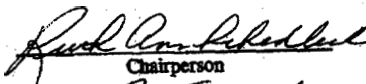
John Yonck

LETTER OF INTENT**Re: Workfare**

This is with regard to the Provincial Government's proposed Ontario Works Programme, and in particular the Community Participation component which is commonly referred to as "workfare".

This is to confirm that the Durham Board of Education will not be participating in the workfare proposal, should it result in workfare placements participating in duties that are currently performed by members of this bargaining unit or that have been performed by members of this bargaining unit during a two-year period immediately preceding any proposed workfare placement, or in the displacement or reduction of hours of any current employee in the bargaining unit or of any bargaining unit position.

THE DURHAM BOARD OF EDUCATION


Chairperson


Treasurer

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