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No. OF EMPLOYEES	188		
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COLLECTIVE AGREEMENT 1986-1988

BETWEEN:

THE NORTHUMBERLAND AND NEWCASTLE BOARD OF EDUCATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1206

EFFECTIVE PERIOD

This Agreement shall be effective from
November 29, 1986, until November 28, 1988

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THIS AGREEMENT is made and entered into this 30th day of April, 1987.

BETWEEN:

THE NORTHUMBERLAND AND NEWCASTLE BOARD OF EDUCATION
(hereinafter referred to as "the Employer")
of the FIRST PART.

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 1206
(hereinafter referred to as "the Union")
of the SECOND PART

ARTICLE 1

RECOGNITION & SCOPE

- 1.01 This Agreement shall apply to all employees in the bargaining unit defined in the Certificates issued by the Ontario Labour Relations Board on the 5th day of March, 1969, and the 13th day of March, 1980, that is, all employees of The Northumberland and Newcastle Board of Education in the County of Northumberland and the Town of Newcastle engaged in maintenance, services and plant operations, save and except office staff, supervisors, foremen, and persons above the rank of supervisor and foreman.
- 1.02 The Employer **recognizes** the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.
- 1.03 Persons whose regular jobs are not in the bargaining unit shall not perform work normally performed by employees included in the bargaining unit, except for purposes of instruction, experimenting, **self-familiarization**, or in cases of emergencies when regular employees are not available.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01 The Union **recognizes** and acknowledges that the management of the operation and the direction of the working forces are fixed exclusively in the Employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause, provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and dealt with as hereinafter provided;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall or retire employees, and select employees for positions excluded from the bargaining unit;
- (c) determine the location of operations, and their expansion or their curtailment, the direction of working forces, the sub-contracting of work, the schedules of operations, the number of shifts, job content, the establishment of work or assignments, the qualifications of an employee to perform any particular job; use improved methods, machinery and equipment; decide on the number of employees needed by the Employer at any time, the number of hours to be worked and starting and quitting times;
- (d) have the sole and exclusive jurisdiction over all **operations**, buildings, machinery, equipment and employees.

2.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

ARTICLE 3

UNION SECURITY

- 3.01 The parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Union if he wishes to do so and may refrain from becoming a member if he so desires.
- 3.02 The parties hereto agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour **organization** or by reason of any activity or lack of activity in any labour **organization**.
- 3.03 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.
- 3.04 During the term of this Agreement, the Employer agrees to deduct from each employee covered by this Agreement the dues as designated by the Union. Such deductions shall commence following thirty (30) days of employment.

The dues so deducted shall be remitted to the Local Union Treasurer by the **10th** of the month following the month of deduction, accompanied by a list of names and classifications of the employees from whose wages the deductions were made, the addresses of all new employees from whom a first deduction was taken, and any deletions.

If applicable, where a part-time employee receives no wages in a pay period, but received wages during the calendar month, the appropriate dues will be deducted from the next pay period in which the part-time employee receives wages.

The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance-of-dues-by the Employer pursuant to this Article.

ARTICLE 4

REPRESENTATION

4.01 There shall be a maximum of nine (9) stewards on the Stewards' Committee. At least two (2) stewards shall be selected from each zone in the bargaining unit as defined in Schedule "A" of this Agreement.

However, there shall not be more than one (1) steward from any one workplace. The Employer will **recognize** as stewards only employees who have acquired at least one (1) year's service under this Agreement. The Union shall notify the Employer in writing of the names of such stewards at the time of their appointment and the Employer shall not be required to **recognize** any such stewards until it has been so notified.

4.02 The steward or the Stewards' Committee shall investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement.

4.03 The Employer will **recognize** a Negotiating Committee comprised of a maximum of six (6) employees who have acquired at least one (1) year of seniority under this Agreement, one of whom shall be the President of the Local. However, there shall not be more than one (1) member of the Negotiating Committee from each Maintenance Shop.

The Negotiating Committee shall meet with representatives of the Employer in accordance with the provisions of this Agreement with a view to negotiating the renewal of this Agreement.

The Union shall notify the Employer in writing of the names of the members of the Negotiating Committee at the time of their appointment and the Employer shall not be required to **recognize** such employees until it has been so notified. The Employer shall notify the Union in writing of the names of the members of the Employer's Negotiating Committee at the time of their appointment.

4.04 No steward or committee representative shall leave his/her work to investigate or process any grievances or to negotiate with the Employer without the prior consent of his/her supervisor, as the case may be, which consent shall not be unreasonably withheld. A steward or committee representative who wishes to enter any school must report his/her presence to the school office and indicate the purpose of his/her visit together with the name of any person to whom (s)he wishes to communicate.

- 4.05 The Employer will pay the stewards or committeeman at their regular straight time hourly rate for all regular **time** lost in **investigatir** or processing grievances or in negotiating the renewal of this Agreement, provided that, in the opinion of the Employer, the amount of time so spent is not unreasonable.

ARTICLE 5

GRIEVANCE PROCEDURE

- 5.01 It is the mutual desire of the parties that complaints of employees be resolved promptly.
- 5.02 A grievance is a difference relating to the interpretation, application, administration, or alleged violation of this Agreement and **may** be submitted by the employee, the Union, or the Employer.
- 5.03 Any grievance not processed through to the next stage of the Grievance Procedure within the time limits specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure **may** be extended by mutual agreement of the parties in writing.
- 5.04 Employees who are covered by this Agreement shall be required to follow the procedures laid down in Article 5.
- 5.05 No grievance may be submitted concerning the termination of employment, layoff, or disciplining of a probationary employee. The Union will be notified within three (3) working days when an employee is suspended or discharged.
- 5.06 An employee who has a complaint relating to the interpretation, application, administration, or alleged violation of this Agreement, shall discuss the complaint with the employee's immediate supervisor. The employee shall be accompanied by a steward if the employee **so desires**. Such complaint shall be brought to the attention of the immediate supervisor within five (5) working days of the incident giving rise to the complaint. The immediate supervisor shall state a decision verbally to the employee, and to the steward if any was present when the employee submitted the original complaint, within five (5) working days of the receipt of the complaint.

NOTE: For the purposes of this Article the immediate supervisor is the Area Custodial Supervisor where (s)he is the immediate supervisor, the Area Maintenance Supervisor where (s)he is the immediate supervisor, or any other immediate supervisor outside the bargaining unit where such a supervisor is the immediate supervisor.

Step 1: Should the employee be dissatisfied with the immediate supervisor's disposition of the complaint, the employee may, within five (5) working days of receipt of the immediate supervisor's reply, and with the assistance of a steward, refer the matter in writing on the prescribed Grievance Form to the immediate supervisor. The complaint shall then constitute a formal grievance at Step 1. The grievance shall specify the article or articles and sub-sections of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought, and be signed by the employee.

The immediate supervisor shall respond to the grievance in writing within five (5) working days of receipt of the grievance at Step 1.

Step 2: Should the employee be dissatisfied with the immediate supervisor's disposition of the grievance at Step 1, the grievance may, within five (5) working days of receipt of the immediate supervisor's written response, be referred in writing to the Personnel and Employee Relations Manager, who shall respond to the grievance in writing within five (5) working days of the **receipt** of the grievance at Step 2.

Step 3: Should the employee be dissatisfied with the response of the Personnel and Employee Relations Manager at Step 2, the Union may, within five (5) working days of receipt of the written response of the Personnel and Employee Relations Manager, advise the Employer in writing that it wishes to proceed to Step 3.

Within five (5) working days of receipt of the Union's written notification that it wishes to proceed to Step 3, or at a time mutually agreed to by the parties in writing, up to four (4) representatives of the Employer's Grievance Committee shall meet with up to two (2) members of the Stewards' Committee and the President of the Local to discuss the grievance. The Union's National Representative and the Employer's Counsel may be in attendance at this meeting. The Employer's Grievance Committee shall give a decision in writing to the Union Committee within five (5) working days of the close of the meeting.

Within ten (10) working days of receipt of the reply of the Employer's Grievance Committee at Step 3, but not thereafter, the Union Committee may process the grievance to Arbitration in accordance with Article 7.

POLICY GRIEVANCE

5.07 A policy grievance may be filed by either the Employer or the Union. A complaint shall be filed with either the Personnel and Employee Relations Manager or the Chief Steward, as the case may be, within ten (10) working days of the incident giving rise to the complaint. The Personnel and Employee Relations Manager, or the Chief Steward, shall reply within five (5) working days of receipt of the complaint. Failing settlement of the complaint, the Employer or the Union may initiate a policy grievance beginning at Step 3 of the Grievance Procedure within ten (10) working days of the receipt of the response to the complaint.

Any such grievance may be referred to arbitration under Article 7 by either the Employer in the case of an Employer grievance, or by the Union in the case of a Union grievance.

The Union may not institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be bypassed.

ARTICLE 6DISCHARGE AND SUSPENSION CASES

- 6.01 An employee who is discharged or suspended shall be given a reasonable opportunity to interview his/her steward.
- 6.02 An employee suspended for more than three (3) working days may file a grievance at Step 2 of the Grievance Procedure within three (3) working days of the suspension.
- An employee suspended for three (3) working days or less may file a grievance at Step 1 of the Grievance Procedure within three (3) working days of the suspension.

DISCHARGE GRIEVANCE

- 6.03 A claim by an employee that (s)he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is officially lodged with the Employer by the employee within three (3) working days after such an employee has been so notified by the Employer. Such special grievance shall commence at Step 3 of the Grievance Procedure and may be settled by the conferring parties, or if necessary, by a Board of Arbitration in the following manner:
- (a) confirming the Employer's action; or
 - (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case); or
 - (c) disposing of the grievance in any other manner which may be just and equitable.
- 6.04 The Employer shall notify an employee in writing of any disciplinary notation placed in his/her personnel file within ten (10) working days of the event giving rise to the notation.
- 6.05 The employee shall have the right to review his/her personnel file by appointment with the Personnel and Employee Relations Manager.

ARTICLE 7ARBITRATION

- 7.01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is **arbitrable**, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the grievance or allegation to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other within ten (10) working days of the reply under Step 3. The recipient party shall, within ten (10) working days, advise the other of the name of its appointee to the Arbitration Board.

- 7.02 The two appointees so selected shall , within five (5) working days of the appointment of the second of them, or a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient **party fails** to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson, within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employees affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- 7.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.04 Each of the parties hereto **will** bear the expenses of an arbitrator appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.
- 7.05 The Board of Arbitration shall not be **authorized** to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 7.06 By mutual agreement in writing, the parties may substitute a single arbitrator for a three member Arbitration Board.

ARTICLE 8

SENIORITY

- 8.01 Seniority is the principle of granting preference to employees in accordance with the length of continuous service with the Employer.. Seniority shall not accrue during lay-off with the exception of cafeteria employees who will accrue seniority during the school shut down periods.
- 8.02 New employees shall serve a probationary period of sixty (60) days worked before acquiring seniority rights which shall then date back to their respective date of starting to work in the bargaining unit.
- Seniority accumulation for part-time and seasonal employees shall accumulate based on shifts worked. Nothing herein shall **disentitle** seasonal employees to seniority accumulated prior to November 28, 1983.
- Probationary employees who are discharged during the probationary period shall not have recourse to the Grievance Procedure.
- 8.03 (a) In the event of lay-off or recall from lay-off, and subject to Article 8.03 b) below, the employee with the greatest seniority will be the last to be laid off and, conversely, the first to be recalled from lay-off. For purposes of this article, a lay-off means a lay-off for more than five (5) working days.
- New employees shall not be hired until those laid off have been given the opportunity of recall, provided that they are qualified to do the work.

(b) For the purposes of lay-offs and recalls the parties **recognize** three (3) distinct geographic areas and that the classifications covered by the Collective Agreement will be grouped into the following four classifications:

- Custodian (Including Warehouse Staff*)
- Maintenance and Labour
- Bus Driver
- Cafeteria

* Employees in the Warehouse classifications may exercise their seniority to bump into their former classifications. An employee hired from outside may bump into the custodial classifications to avoid lay-off.

A full-time employee about to be laid off and with sufficient seniority, will have the option of accepting reduced hours in order to remain at his/her specific location, or may bump the junior full-time employee in the same classification and rate of pay in his/her area. If no employee has less seniority and the same rate of pay of the employee about to be laid off, (s)he may bump the most junior employee in the next lower paid job in his/her geographic area and within the same classification.

Failing sufficient seniority to retain a position in his/her own geographic area, the employee may bump, as above, plant wide, or may choose to accept a lay-off. Part-time employees about to be laid off may exercise their seniority as above in the part-time positions. For purposes of this Article, a part-time employee is defined as an employee regularly employed to work for not more than twenty-four (24) hours per week and a part-time position is one normally filled by a part-time employee.

8.04 Seniority lists will be supplied to the Union and posted on the bulletin board on April 15 and October 15 of each year of this Agreement.

8.05 Seniority, once established for an employee, shall be forfeited under the following conditions and the employee's employment with the Employer shall be deemed to be terminated:

- (a) if (s)he voluntarily quits;
- (b) if (s)he is discharged for any cause and not reinstated through the Grievance Procedure;
- (c) if (s)he fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this agreement;
- (d) if twenty-four (24) months have elapsed from the day of lay-off; or
- (e) if (s)he is absent from work for more than three (3) working days without notifying the Employer.

8.06 When recalling an employee after lay-off **(s)he** shall be notified by registered mail or telegram and allowed five **(5)** working days to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled, but shall be temporarily employed until the senior employee reports within the five **(5)** day period as outlined.

An employee receiving a registered letter or telegram in accordance with this Article must contact the Personnel Department within forty-eight **(48)** hours of receipt of the notice to return to work if **(s)he** wishes the Employer to hold the job open for him/her for the full five **(5)** day period.

It shall be the employee's responsibility to keep the Employer notified as to changes of address and their telephone numbers so that they will be up-to-date at all times. .

The Employer may contact the employee by telephone, or by personal contact, when notifying the employee to return to work. However, the time limits referred to above do not take effect until receipt of notification in writing.

8.07 In the event an employee is suspended as a disciplinary measure, **(s)he** shall retain all seniority rights without interruption during the penalty.

8.08 Those promoted to supervisory positions, or those positions not covered by this Agreement, will retain their seniority after promotion and, if transferred back into the bargaining unit, the time served in the supervisory position shall be included in their seniority standing up to a maximum of six **(6)** months. Any such employee returning to the bargaining unit shall not displace any employee with greater seniority.

8.09 Where the Employer is aware that a lay-off will take place, it will give five **(5)** working days' notice of the lay-off to those persons affected and to the Union, unless the work assignment does not exceed five **(5)** working days.

The Union shall be informed in writing of employees recalled for five **(5)** working days or less.

8.10 The above notices of lay-off and recall shall not apply to cafeteria employees who have a known work schedule for the complete school year (September to June).

In August of each year, cafeteria employees shall receive written notification of their work schedule for the entire school year (September to June).

ARTICLE 9

REPLACEMENT EMPLOYEES

9.01 The Employer shall have the right to employ replacement employees, in each geographic area, on a temporary basis for the purpose of relieving employees absent by reason of illness, accident, vacation, or other leaves of absence approved by the Employer.

- 9.02 Replacement employees shall accumulate seniority based on shifts worked. A shift is defined as the period the employee is required to work on a given day, exclusive of call-back, overtime, or **time** spent on heat and security checks. Two hundred and sixty (260) shifts shall equate to one (1) year of seniority.
- 9.03 Replacement employees in each geographic area shall be called in order of seniority.
- 9.04 In the event that the Employer becomes aware of a long term assignment in the total system due to absence for reasons indicated above, the senior replacement employee in the total system will be given the opportunity of assuming the assignment. The employee, if **(s)he** so desires, will be granted the assignment within ten (10) working days following the date that the Employer became aware the assignment would be of a **long** term duration. If the senior employee declines the assignment **(s)he** cannot subsequently claim the assignment based on his/her seniority.
- 9.05 The provisions of Article 8.02 relating to the probationary period shall apply to replacement employees.
- 9.06 A replacement employee shall have the right to apply for job vacancies and his/her application shall be considered in accordance with the job posting provisions of Article 15.
- 9.07 Articles 8.03 and 8.06 relating to lay-off and recall shall not apply to replacement employees.
- 9.08 Except as indicated above, replacement employees are entitled to all rights and provisions of this Agreement other than the Articles listed as follows:

Article	20	-	Vacations
Article	21	-	Statutory Holidays
Article	24	-	Retirement (OMERS)
Article	25	-	Sick Leave and Retirement Gratuity
Article	26	-	Benefits

subject to any entitlement required through legislation.

Notwithstanding the above, an employee who has completed his probationary period, and who assumes a long term assignment under Article 9.04, shall accumulate two (2) days sick leave per month of service during the period of the assignment. The accumulated sick leave may be **utilized** to cover periods of illness which occur during the period of such assignment. If the accumulated sick leave days are not **utilized** during the assignment they will be retained in the employee's sick leave bank and may be **utilized** during a future long term assignment. Should the replacement employee obtain a permanent position any accumulated sick leave will be credited to the employee's sick leave bank at the time of the appointment.

While the Employment Standards Act **recognizes** seven (7) statutory holidays, it is agreed that the Employer will expand the recognition to the holidays provided in the Collective Agreement.

- 9.09 A replacement employee who obtains a full-time position will receive credit for seniority accumulated at the time of transfer.

ARTICLE 10

NO STRIKES OR LOCK-OUTS

- 10.01 In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of, or interference with, work or production, either complete or partial, and the Employer agrees that there will be no lock-out of employees.
- 10.02 Any employee who violates Article 10.01 shall be subject to discipline, including discharge.

ARTICLE 11

BULLETIN BOARDS

- 11.01 The Union shall have the use of a bulletin board in the plant premises for the purpose of posting notices relating to the Union's business. All notices other than notices of meetings and social functions shall be approved by the Employer prior to their being posted.

ARTICLE 12

LEAVE OF ABSENCE

- 12.01 The Employer may grant a leave of absence of up to three (3) months without pay to employees for personal reasons. In cases of illness and accidents, the Employer shall grant a leave of absence of up to six (6) months without pay after the employee has exhausted his/her sick leave entitlement under Article 26.01, provided that the employee shall, when required, produce to the Employer evidence of illness satisfactory to the Employer. The employee must renew any leave of absence at the end of each three (3) or six (6) month period, which may be granted at the discretion of the Employer. Leave of absence shall not be granted to an employee for the purposes of working elsewhere.
- 12.02 The Employer will grant a leave of absence of not more than one (1) week at any one time with pay and without loss of seniority to not more than two (2) employees, no more than one of whom shall be from one maintenance shop or the warehouse, to attend a Union conference or convention provided that such leave of absence is requested by notice in writing at least fifteen (15) working days prior to the date of the employees' expected absence from work. The Union shall reimburse the Employer for the amount paid an employee while on leave in accordance with this Article, provided that the Employer is given prior **authorization**, in writing, to pay an employee while on such leave from a proper officer of the Union.

- 12.03 (a) Leave of absence for public office shall be in accordance with existing Board policy.
- (b) An employee who is elected or selected for a full-time position with the Union, or any **organization** with whom the Union is affiliated, shall be granted a leave of absence without loss of seniority for a period of up to one (1) year. Such leave shall be limited to one (1) employee at any given time and that employee shall be limited to one such leave of absence per year. Such employee shall receive his/her pay and benefits provided for in this Agreement and the Union shall reimburse the Employer for all pay and benefits for that employee during the period of absence. Such leave of absence shall be renewed each year upon request during the employee's term of office.
- 12.04 Maternity and adoption leaves of absence will be granted in accordance with the provincial statutes. Any extension of such leave shall be **authorized** by the Director of Education. Employees on maternity and adoption leave shall continue to accumulate seniority for the entire period of the leave.
- Note: Replacement employees as referred to in Article 9 shall maintain seniority accumulated to the date that the leave began, but shall not accumulate seniority during the leave.
- 12.05 Leave of absence with **pay** and benefits shall be granted for a period of one (1) day to an employee to attend the birth of his child. Such leave shall be deducted from the employee's sick leave credits.

ARTICLE 13

SAFETY & HEALTH

- 13.01 The Employer shall make all reasonable provisions for the safety and health of the employees and the employees are encouraged to make suggestions to the Employer respecting safety. Should a suggestion of an employee not be dealt with by the Employer to the employee's satisfaction, the employee may present his suggestion to the Employer and to the Safety and Health Committee in writing.
- 13.02 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.
- 13.03 The Union will assist the Employer in carrying out any reasonable accident prevention programme.
- 13.04 The Employer and the Union shall name a Safety and Health Committee comprised of an equal number of Employer and Union representatives. The Union representatives shall consist of one (1) representative from each Board area for a total of three (3), and the President of the Local. It shall be the responsibility of this Committee to hold meetings quarterly, investigate all accidents and recommend safety improvements.

ARTICLE 14NO DISCRIMINATION

- 14.01 There shall be no discrimination, intimidation or coercion for any reason by the Employer or the Union or its members against any employee.

ARTICLE 15JOB POSTING

- 15.01 When a new job classification is created in the bargaining unit, or additional employees are required in an existing job classification in the bargaining unit, the Employer will post a notice of the vacancy for a period of five (5) working days in all schools and maintenance shops covered by the Collective Agreement. The notice will specify the nature of the job, the shift, qualifications required and the rate of pay. An employee who wishes to be considered for the position so posted shall signify his/her desire by making formal application in accordance with the provisions of the posting.

- 15.02 In filling any posted vacancy under this Article, the Employer will consider the requirements and efficiency of operations, the knowledge, training, skill and ability of the individual to perform the normal required work and, where these are relatively equal, seniority shall govern. If the job is not filled as a result of the posting, or if no suitable applications are received, the Employer reserves the right to hire.

Applications of bargaining unit employees will be processed before the vacancy is advertised externally. Where a trade certificate is required for the position the Employer may post and advertise the position simultaneously. Where the Employer is aware that the incumbent in a position requiring a trade certificate is retiring, the normal posting procedure shall be followed.

Any unsuccessful applicants who have higher seniority standing than the successful applicant will be informed in writing of the reasons for not being selected within five (5) working days of the selection of the successful applicant.

- 15.03 The Employer shall post a vacancy occasioned by the placing of the successful applicant in the position originally posted but any further vacancies need not be posted (a maximum of two (2) postings).

- 15.04 The successful applicant will be placed in the vacancy for a trial period not exceeding sixty (60) working days and, if the employee proves satisfactory, the employee shall be confirmed in the position. If the employee proves unsatisfactory, or wishes to return to his/her former position during this time, the employee shall be returned to the former position at the former salary as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement.

- 15.05** Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of his/her successful bid, except in the case of a bid on a posted job in a higher paid job classification.
- 15.06** (a) Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers or promotions and temporary vacancies shall not be deemed to be vacant for the purposes of this Article.
- (b) Notwithstanding Article 15.05 (a) above, where an employee is continuously absent due to illness or accident for a period of one (1) year, or the employee is permanently disabled, the vacancy shall be posted.
- (c) Should an employee whose job has been posted in accordance with Article 15.05 (b) above subsequently be able to return to work (s)he shall be given a position equal to that which (s)he held immediately prior to his/her illness or accident in the same geographic area, subject to Article 8.03.

ARTICLE 16

REQUEST FOR TRANSFER

- 16.01** An employee who desires to change his/her location of employment, or to be considered for a temporary transfer to a higher paid job classification, may notify his/her immediate supervisor of such desire. The Employer will consider any such request for lateral transfer or temporary transfer.

ARTICLE 17

CORRESPONDENCE

- 17.01** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall be addressed as follows:
- To the Employer: Personnel and Employee Relations Manager
 The Northumberland and Newcastle
 Board of Education
 834 D'Arcy Street, Box 470,
 COBOURG, Ontario. K9A 4L2
- (with a copy to any department head concerned and, in such event, the original so marked)
- To the Union: The Recording Secretary.
 When necessary, the Employer will be notified in writing of the name of the Recording Secretary,

ARTICLE 18

TEMPORARY TRANSFERS

- 18.01** When an employee is assigned by his/her immediate supervisor outside of the bargaining unit on a temporary basis for one shift or more to perform work in a job classification other than his/her own, and there is a difference between the rates of pay of the two job classifications, (s)he shall be paid the higher of the two, and his/her regular hours of work shall be the greater of the two positions,

ARTICLE 19HOURS OF WORK AND OVERTIME

- 19.01 The regular work week for full-time employees shall not exceed forty (40) hours worked in five (5) days, Monday to Friday inclusive.
- 19.02 The Employer does not guarantee to provide work for an employee for regularly assigned hours or for any other hours. Notwithstanding the foregoing, an employee who reports for work on his/her regularly scheduled shift shall be guaranteed pay equal to one-half ($\frac{1}{2}$) of his/her regular shift if no work is available.
- 19.03 The hours of work for each school and maintenance shop shall be posted by the Employer. Summer hours of work may be agreed upon between the Union and the Manager of Plant Operations in respect of any individual school or maintenance shop. Such hours will be posted by April 30 in any year.
- 19.04 Time and one-half ($1\frac{1}{2}$ x) shall be paid for all **authorized** hours worked in excess of eight (8) hours per day or forty (40) hours per week. Double time (2 x) shall be paid for all **authorized** hours worked on Sundays and paid holidays. This provision shall not apply to heat or security checks which shall be paid for in accordance with Article 19.05.
- 19.05 Employees who are required to conduct heat and security checks in schools on week-ends and on statutory holidays, and who are so **authorized** by their immediate supervisor outside of the bargaining unit, shall be paid one (1) hour's pay at time and one-half ($1\frac{1}{2}$ x) the regular straight time hourly rate for elementary schools and two (2) hours' pay at time and one-half ($1\frac{1}{2}$ x) the regular straight time hourly rate for secondary schools.
- 19.06 Overtime work will be distributed as evenly as is practicable among the employees who normally perform the required work in the school or maintenance shop affected.
- 19.07 An employee in Classification 5(b), Supply Custodian, who does not receive eight (8) hours' rest between the end of his/her last assignment and the beginning of his/her next assignment shall receive time and one-half ($1\frac{1}{2}$ x) his/her regular straight time hourly rate for all work performed during the eight-hour period.

CALL-BACK PAY

- 19.08 If an employee is called back to work after **(s)he** has left the Employer's premises, **(s)he** shall receive a minimum of two (2) hours' pay at the appropriate overtime rate.

ARTICLE 20VACATIONS

- 20.01 An employee who, on the 31st day of May in each year, has:
- (a) completed less than one (1) year of continuous service with the Employer shall receive one (1) week's vacation with pay equal to four percent (4%) of the total pay received by the employee in the previous year ending May 31;

- (b) completed one (1) year or more continuous service, but less than three (3) years' of continuous service with the Employer, shall receive two (2) weeks' vacation per year with pay or with pay equal to four percent (4%) of the total pay received by the employee in the previous year ending May 31, whichever is greater;
- (c) completed three (3) years or more continuous service, but less than ten (10) years of continuous service with the Employer, shall receive three (3) weeks' vacation per year with pay or with pay equal to six percent (6%) of the **total pay** received by the employee in the previous year ending May 31, whichever is greater;
- (d) completed ten (10) years or more continuous service, or will complete ten (10) years of continuous service between June 1 and December 31 of the same calendar year, but less than eighteen (18) years of continuous service with the Employer, shall receive four (4) weeks' vacation per year with pay or with pay equal to eight percent (8%) of the total pay received by the employee **in** the previous year ending May 31, whichever is greater;
- (e) completed eighteen (18) years or more continuous service with the Employer, or **will** complete eighteen (18) years of continuous service between June 1 and December 31 of the same calendar year, shall receive five (5) weeks' vacation per year with pay or with pay equal to ten percent (10%) of the total pay received by the employee in the previous year ending May 31, whichever is greater;
- (f) employees employed to work on a seasonal basis not exceeding ten (10) months in the year shall take their vacation time and pay at the conclusion of their seasonal employment period.

20.02 The term "continuous" shall mean from the last date of hire.

Employees originally hired as replacement employees shall receive vacation service credit based on time actually worked between their last date of hire and the date of appointment to a permanent position.

20.03 An employee employed to work ten (10) months or more, with the exception of warehouse employees, shall take his/her vacation during the school summer vacation period at a time designated by the Employer. An employee entitled to three (3) weeks' vacation or more may take the vacation in excess of two (2) weeks at a time mutually agreed to between the employee and the Employer.

The Summer Vacation Schedule form will be posted in each workplace by March 1. Employees will indicate their vacation preference prior to March 31 and the final Schedule will be posted by April 30 each year, and shall not be changed unless mutually agreed upon by the employee and his supervisor.

- 20.04 (a) In the event that an employee's services are terminated for any reason, or an employee retires prior to May 31 in any year, (s)he shall be paid any vacation pay to which (s)he is entitled at the time of his/her termination in the appropriate pro-rated amount.
- (b) An Employee who is actively employed by the Employer for less than forty-five (45) weeks in the previous year ending May 31 shall receive the same vacation as other employees, and (s)he shall be entitled to vacation pay in accordance with the provisions of Article 20.01.

ARTICLE 21

STATUTORY HOLIDAYS

- 21.01 The following shall be **recognized** as holidays to be paid for on the basis of regular scheduled hours at the regular straight time hourly rates specified in this agreement and in the case of a one-half day holiday on a pro-rated basis at the regular straight time hourly rates specified in this agreement:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	Floating Holiday between Christmas
Civic Holiday	and New Year's

one-half ($\frac{1}{2}$) day before Christmas Day and one-half ($\frac{1}{2}$) day before New Year's Day,

or days celebrated in lieu thereof, regardless of the day on which it falls, subject to the following conditions:

- 21.02 (a) If any other day is proclaimed as a statutory holiday by the Provincial or Federal Governments, it shall be granted to employees as an additional paid holiday provided that such is a school holiday. If such new holiday is not declared a school holiday, each employee will be granted another day off with pay at a mutually agreeable time.
- (b) With respect to the floating holiday between Christmas and New Year's, in the event that the Government of the Province of Ontario proclaims Remembrance Day as a holiday, such day will replace the Floating Holiday.

- 21.03 If an employee works on any of the said holidays, (s)he shall be paid for all hours worked on the holiday at double (2 x) his/her regular straight time hourly rate of pay in addition to his/her holiday pay as herein provided for.

- 21.04 An employee will be paid for a holiday provided (s)he:

- (a) works his/her last full scheduled shift before, and his/her first full scheduled shift after, such holiday, and works on such holiday if (s)he is scheduled to work, unless (s)he is excused by the Employer or on certified sick leave;

(b) is on the active payroll of the Employer and not on a leave of absence, worker's compensation or lay-off, which commenced prior to seven (7) days before the holiday.

21.05 If any of the above holidays fall or are observed during an employee's vacation, (s)he shall be entitled to an extra day's pay at his/her regular straight time hourly rate or to an extra day's vacation with pay at a mutually agreeable time.

ARTICLE 22

BEREAVEMENT PAY

22.01 The Employer shall pay an employee up to three (3) days' pay at the employee's regular straight time hourly rate for all regular time lost in the event of the death of the employee's wife, husband, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grand-parents or grand-children. Payment shall be made only to the extent of time lost while making arrangements for and/or attending the funeral. In order to qualify, the employee will provide, on request, satisfactory proof of death.

When an employee serves as a pallbearer, (s)he shall be granted the necessary time off to a **maximum** of one (1) day leave of absence with pay and such leave shall be deducted from the employee's sick leave credits.

22.02 Employees shall not be paid for Saturdays or Sundays under this Article.

22.03 The Employer shall allow an employee up to three (3) days' leave of absence with pay at the employee's regular straight time hourly rate for **all** regular time lost due to illness of the employee's spouse or child. In the case of a single employee, the absence shall be allowed in the event of illness to a parent residing at the employee's residence. Payment shall be made only to the extent of time lost while his/her presence is required at home until other arrangements can be made. The employee must provide satisfactory proof of illness and required attendance to the Employer. Such leave shall be deducted from the employee's sick leave,

ARTICLE 23

JURY DUTY

23.01 An employee who is selected for service as a juror or subpoenaed as a witness will be compensated for a loss of pay from his/her regularly scheduled shift due to such jury or witness service .

Such compensation will be based on his/her regular scheduled hours at his/her regular straight time hourly rate less the fee received for his/her services as a juror or witness. However, should an employee present himself/herself for selection as a juror and not be selected, then (s)he is required to return to work to complete his/her remaining normally scheduled work day.

- 23.02 In order for an employee to qualify for payment under this Article, **(s)he** must:
- (a) inform his/her Area Supervisor within twenty-four (24) hours of his/her selection for service as a juror or the service of a subpoena on him/her;
 - (b) if released from service as a juror or witness and four (4) hours or more remain in the employee's regular scheduled hours, **(s)he** must return to the plant to complete his/her remaining normally scheduled work day;
 - (c) provide a written statement to the Employer indicating the date of his/her service as a juror or witness, the time so spent and the fee received for his/her services as a juror or witness.
- 23.03 Employees selected for jury duty or subpoenaed as witnesses who are on other than the first shift may be assigned to the first shift for those days they are required to serve as jurors or witnesses if work schedules permit.
- 23.04 An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade his/her employment qualifications and to attend his/her graduation.

ARTICLE 24

RETIREMENT

- 24.01 Each eligible employee in the bargaining unit shall, as a condition of employment, join the Ontario Municipal Employees Retirement System (**OMERS**) Plan.
- 24.02 An employee shall retire on the last day of the month in which his/her sixty-fifth (**65th**) birthday occurs. In the event that an employee is engaged by the Board subsequent to having attained his/her sixty-fifth (**65th**) birthday, such an employee shall be employed on a supply or temporary basis.

ARTICLE 25

SICK LEAVE AND RETIREMENT GRATUITY

- 25.01 An employee who has completed three (**3**) months' service with the Employer will be allowed two (**2**) days sick leave per month with pay up to a maximum of twenty-four (**24**) days per year (not in advance) and may carry forward the unused portion of any sick leave from one year to another up to a maximum of two hundred and sixty (**260**) days. For the purposes of this Article, the word "year" shall mean the period commencing on the **1st** day of July and ending on the **30th** day of June next following.
- 25.02 An employee shall, when required, produce to the Employer evidence of illness satisfactory to the Employer.

- 25.03 (a) When an employee is absent from work and is entitled to sick leave with pay under this Article, such absence is deemed to be leave of absence with pay.
- (b) In the event that an employee is injured on the job and, if as a result of the injury the employee is sent home by a representative of the Employer or the attending physician or is **hospitalized, (s)he** will be paid for the balance of his/her regular shift on that day at his/her regular straight time hourly rate with no deduction from sick leave for that day.
- 25.04 An employee having completed ten (10) years or more continuous service with the Employer, and who ceases to be employed because of retirement from the Employer's service due to age or disability, shall be paid a retirement gratuity in an amount equal to twenty-five per cent (25%) of his accumulated sick leave credit. For each completed year of continuous service with the Employer **over** and above ten (10) years of continuous service, an employee entitled to a retirement gratuity under this sub-article shall be paid an additional retirement gratuity in an amount equal to two and one-half per cent (2½%) of his accumulated sick leave credit up to a maximum amount equal to an additional twenty-five per cent (25%) of his accumulated sick leave credit in the case of an employee who has completed twenty (20) years or more continuous service with the Employer.
- 25.05 The amount of retirement gratuity shall be calculated by dividing the employee's annual salary by two hundred and sixty (260) (days) and multiplying the result of the employee's credit in days as determined under Article 25.04.
- 25.06 In the event that an employee dies while in the employ of the Employer, the Employer will pay to his/her estate the full retirement gratuity to which such employee would have been entitled, if any, on the date of death.

ARTICLE 26

BENEFITS

- 26.01 Effective May 1, 1987, the Employer shall pay ninety percent (90%) of the premium cost of Ontario Health Insurance Plan (OHIP) for all the employees who have completed sixty (60) working days with the Employer and who enrol in the Plan.
- 26.02 Effective May 1, 1987, the Employer shall pay ninety percent (90%) of the premium cost of an Extended Health Care Plan (Blue Cross, or equivalent or better, \$10-\$20 deductible) for all employees who have completed sixty (60) working days with the Employer and who enrol in the Plan.
- 26.03 Effective May 1, 1987, the Employer shall pay ninety percent (90%) of the premium cost of Group Life Insurance from \$5,000.00 to one (1) times annual salary of the employee with a minimum of \$5,000.00 for all employees who have completed sixty (60) working days with the Employer and who enrol in the Plan.

An additional \$2,500.00 of Group Life Insurance will be made available to employees who have completed sixty (60) working days with the Employer and who enrol in the Plan, on a voluntary basis, all of the premium cost of such additional insurance to be paid by the employee.

- 26.04 Effective May 1, 1987, the Employer shall pay ninety percent (90%) of the premium cost of a Dental Plan (Blue Cross Dental Plan #9 plus Riders 1 and 2, or equivalent or better - current fee schedule) for all employees who have completed sixty (60) working days with the Employer and who enrol in the Plan.

It is agreed that the employee portion of the Unemployment Insurance rebate shall be **utilized** to partially offset the cost of the improvement.

- 26.05 Enrolment in the Long Term Disability Plan shall be mandatory for all permanent employees employed to work for twenty-four (24) or more hours per week. Effective May 1, 1987, the employee shall pay premiums through payroll deduction of a Long Term Disability Plan which will include the following features:

- The benefit payment under the plan shall be sixty percent (60%) of earnings.
- The benefit payment will commence one hundred and fifty (150) calendar days after the commencement of the disability.

Note: This plan will not apply to employees employed to work for not more than twenty-four (24) hours per week.

- 26.06 All of the insurance and benefits mentioned in this Article shall be as more particularly described and set forth in the respective policies of insurance and plan documents.

MILEAGE

- 26.07 Employees required to use their private vehicles during the course of their duties shall be entitled to the mileage allowance in accordance with Board Policy, plus an additional ten (10) cents per mile for hauling a trailer with the **authorization** of the Area Supervisor. In the case of Maintenance Persons and Assistants, the rate will be an additional seven (7) cents per mile over the base allowance for all **miles** travelled with no additional allowance for use of a trailer.

SAFETY FOOTWEAR

- 26.08 The Employer will contribute \$35.00 per year towards the cost of CSA approved safety footwear for maintenance employees, custodial employees, and labourers who have completed their probationary period. Safety shoes must be worn at work as a condition of employment.

ARTICLE 27CONTRACTING OUT

27.01 The Employer shall not sub-contract work if this will result in the lay-off of existing employees, or the continued lay-off of employees on lay-off at that time, other than seasonal employees.

ARTICLE 28JOB CLASSIFICATIONS AND RATES OF PAY

28.01 The job classifications and rates of pay shall be as set forth in Schedule "B" attached hereto and forming part of this Agreement.

ARTICLE 29PAYMENT OF WAGES

29.01 (a) Payment of wages for employees on regular payroll will be made by direct deposit to the financial institution of the employee's choice.

(b) A Statement of Earnings and Deductions for each pay period will be delivered to each employee on the pay date.

ARTICLE 30TERM OF AGREEMENT

30.01 This Agreement shall be for a term commencing on the 29th day of November, 1986, and ending on the 28th day of November, 1988, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

SCHEDULE "B"

JOB CLASSIFICATIONS AND RATES OF PAY

<u>Job Classifications</u>	<u>Hourly Rates</u>			
	<u>Effective Nov. 29/86</u>	<u>Effective May 29/87</u>	<u>Effective Nov. 29/87</u>	<u>Effective May 29/88</u>
1. HEAD CUSTODIAN (School with Technical Shops)	\$11.12	\$11.45	\$11.79	\$12.14
1(a) HEAD CUSTODIAN - Secondary School (20 rooms and up)	\$10.96	\$11.29	\$11.63	\$11.98
2. HEAD CUSTODIAN - Elementary School (20 rooms and up)	\$10.71	\$11.03	\$11.36	\$11.70
3(a) HEAD CUSTODIAN (10-19 rooms)	\$10.50	\$10.82	\$11.14	\$11.47
3(b) WAREHOUSE PERSON	\$10.76	\$11.08	\$11.41	\$11.75
4(a) HEAD CUSTODIAN (6 rooms - 32 1/2 hours per week)	\$10.31	\$10.62	\$10.94	\$11.27
4(b) HEAD CUSTODIAN (7 rooms - 35 hours per week)	\$10.31	\$10.62	\$10.94	\$11.27
4(c) HEAD CUSTODIAN (8 rooms - 37 1/2 hours per week)	\$10.31	\$10.62	\$10.94	\$11.27
4(d) HEAD CUSTODIAN (9 rooms - 40 hours per week)	\$10.31	\$10.62	\$10.94	\$11.27
5(a) CUSTODIAN	\$10.17	\$10.48	\$10.79	\$11.11
5(b) SUPPLY CUSTODIAN	\$10.17	\$10.48	\$10.79	\$11.11
5(c) WAREHOUSE ASSISTANT	\$10.44	\$10.75	\$11.07	\$11.40
6. CLEANER	\$ 9.37	\$ 9.65	\$ 9.94	\$10.24
7. COMBINED CUSTODIAN - Maintenance Chief Operating Eng. (3rd)	\$10.62	\$10.94	\$11.27	\$11.61
8. COMBINED CUSTODIAN - Operating Engineer (4th)	\$10.50	\$10.82	\$11.14	\$11.47
9. MAINTENANCE PERSON	\$11.49	\$11.83	\$12.18	\$12.55
10. MAINTENANCE ASSISTANT	\$10.50	\$10.82	\$11.14	\$11.47
11. CUSTODIAN (GENERAL MAINTENANCE - SECONDARY)	\$10.33	\$10.64	\$10.96	\$11.29
12. LABOURER H2:3:26	\$ 9.85	\$10.15	\$10.45	\$10.76

Schedule "B" - Cont'd..

<u>Job Classifications</u>	<u>Hourly Rates</u>			
	<u>Effective Nov. 29/86</u>	<u>Effective May 29/87</u>	<u>Effective Nov.29/87</u>	<u>Effective May 29/88</u>
13. BUS DRIVER	\$10.17	\$10.48	\$10.79	\$11.11
14. CAFETERIA MANAGER (10 months)	\$ 9.59	\$ 9.88	\$10.18	\$10.49
15. CAFETERIA ASSISTANT (10 months)	\$ 8.79	\$ 9.05	\$ 9.32	\$ 9.60

Notes:

- (1) The probationary period for new employees is sixty (60) days worked. The hourly rate for probationary employees shall be 15¢ per hour less than the hourly rate specified in the Schedule for the duration of the probationary period.
- (2) Assistance - five (5) hours per week per room above ten (10) rooms.
 - full-time assistance - sixteen (16) rooms.
- (3) Employees will be paid every second Thursday.
- (4) This Agreement is retroactive to November 29, 1986, with respect to wages only. All employees shall be paid retroactive pay in the amount of the wage increases and adjustments effective on November 29, 1986, for all actual hours worked between November 29, 1986, and April 17, 1987, (overtime will be calculated thereon as applicable).

