

SOURCE	Board		
EFF.	23	01	01
TERM.	95	12	31
No. OF EMPLOYEES	183		
NOMBRE D'EMPLOYES	81		

AGREEMENT

BETWEEN

RENFREW COUNTY BOARD OF EDUCATION

AND

LOCAL 1247 OF THE

CANADIAN UNION OF PUBLIC EMPLOYEES

FOR THE PERIOD

JANUARY 1, 1993 TO DECEMBER 31, 1995

APR 25 1994
AVR

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SOURCE			
EFF.			
TERM.			
No. OF EMPLOYEES			
NOM RE D'EMPLOYES			

THIS AGREEMENT made and entered into this 8th day of December, 1993.

BETWEEN

RENFREW COUNTY BOARD OF EDUCATION

Hereinafter called the "Employer"

OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local 1247

Hereinafter called the "Union"

OF THE SECOND PART

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DEFINITIONS

Casual Employee

Any employee who is not regularly scheduled to work and who is employed to perform duties under Article 12.01 (d). Such employee shall be excluded from the conditions of this Agreement except for Union security, rates of pay and access to new or vacant positions (after regular employees).

It is understood and agreed that the purpose of casual employees hired under Article 12.01 (d) is not to replace regular full/part-time employees or to reduce the hours of work of regular employees.

Employee

The word "employee" or "employees" wherever used in this Agreement, shall mean any or all employees in the Bargaining Unit as defined in Article 1.01.

Full-time Employee

Any person who is regularly employed for twenty-four (24) hours per week or more.

Part-time Employee

Any person who is regularly employed for less than twenty-four (24) hours per week, except as otherwise defined for the purpose of Article 16.01 (b).

ARTICLE I - RECOGNITION

1.01 Classification

The Employer recognizes the Union as the sole bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work and other working conditions for all employees of the Employer in maintenance, Plant operations and courier services save and except supervisors, persons above the rank of supervisor, office staff and students employed during May, June, July and August.

1.02 Limitations

it is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer, without the permission of the Plant Manager or designated representatives.

The Employer agrees to permit the Union to post notices of meetings and other Union business exclusive to Local 1247 on bulletin boards provided by the Employer for such purposes. Copies of such notices shall be forwarded to the Manager of Plant.

1.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal Agreement with the Employer or a representative of the Employer which may conflict with the terms of this collective agreement.

1.04 Freedom of Complaint

- (a) Nothing in this Agreement shall be deemed to take away the right of individual employees to present personal complaints to their Supervisor or the Manager of Plant except where the complaint has already been processed through the grievance procedure.
- (b) Employees and school trustees shall not enter into any discussion concerning any grievance as defined in Article 7.01, except as permitted at step 3 of the grievance procedure.

1.05 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit except:

- (a) In emergencies when regular employees are not available.
- (b) For purposes of instruction or experimentation at times to be determined by the Employer. In no case shall these activities reduce the hours of work or the pay of an employee.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that all **managerial** rights of the Employer are reserved to the Employer, except as expressly limited in this Agreement.
- 2.02 The Union therefore recognizes that, without limiting in any way the generality of Clause 2.01, it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, promote, demote, classify, transfer, layoff, retire and rehire employees and to discipline, suspend or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that the employee has been discharged, suspended or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) establish from time to time and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of employees;
 - (d) generally manage and operate its school system.

ARTICLE 3 - MEMBERSHIP AND DEDUCTION OF DUES

3.01 Membership

All employees of the Employer, as a condition of continued employment, shall become and remain members **in** good standing of the Union according to the constitution and by-laws of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the Union upon completion of the probationary period.

Notwithstanding the foregoing, the Union recognizes that pursuant to Section **46** of the Labour Relations Act the Employer shall not be required to discharge an employee because:

- (a) the employee has been expelled or suspended from membership in the trade Union; or
- (b) membership in the trade Union has been denied to or withheld from the employee, for the reason that the employee:
 - (c) was or is a member of another trade Union;
 - (d) has engaged in activity against the trade Union or on behalf of another trade Union;
 - (e) has engaged in reasonable dissent within the trade Union;

- (f) has been discriminated against by the trade Union in the application of its membership rules; or
- (g) has refused to pay initiation fees, dues, or other assessments to the trade Union which are unreasonable.

3.02 Deduction of Dues

The Employer agrees, during the life of this Agreement, to deduct from each employee, as a condition of employment, all such monthly dues and assessments as are in accordance with the Union's by-laws and are an obligation on the employee to the Union.

The procedure shall be:

1. Deduction shall be made from each pay cheque due to the employee.
2. The first deduction for any employee shall be made following thirty (30) calendar days of employment with the Employer, except for casual employees, such deduction shall be done in accordance with the Union By-Laws.
3. Monthly deductions shall be sent to the Financial Secretary of the Union prior to the 15th day of the next month and shall be accompanied by two (2) copies of the list of the employees from whose pay such deductions were made.
4. Every six (6) months the addresses and location numbers, as well as the names of employees, shall be shown on the deduction list.
5. The Union shall acknowledge receipt of all fees deducted and transmitted to it.
6. The Employer will supply each member of the Union, by means of an entry on the T-4 slip, a receipt for the amount of Union dues paid during the previous year.

3.03 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in this Article dealing with deductions of Union dues.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination, interference, intimidation, restraint, or coercion exercised or practised by either the Union or the Employer or any of their representatives with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of membership or non-membership or activity or lack of activity in the Union or for any other reason.

ARTICLE 5 - CORRESPONDENCE

5.01 Correspondence and Notice

Except as herein otherwise provided, all notice or correspondence between the Parties arising out of this Agreement or incidental thereto shall be directed, in the case of the Employer, to the Secretary of the Union, and, in the case of the Union, to the person designated by the Employer.

ARTICLE 6 - BARGAINING COMMITTEE

6.01 Establishment and Function

The Employer and the Union shall establish a Bargaining Committee whose function shall be to deal with all matters pertaining to rates of pay, hours of work and other working conditions applicable to **employees** in the Bargaining Unit.

6.02 Composition of the Bargaining Committee

The Bargaining Committee shall consist of not more than five **(5)** representatives appointed by the Employer and not more than five **(5)** members appointed by the Union.

6.03 Meeting of the Committee

Either group of representatives on the Bargaining Committee may call for a meeting which shall be held not later than thirty **(30)** calendar days, unless otherwise mutually agreed between the two parties, from the date of such notification given in writing to the other Party to the Agreement and stating the reason for such a meeting. The time and place of the meeting shall be mutually agreeable to the two Parties.

6.04 Time Off for Meetings

Where meetings of the Bargaining Committee occur during working hours, Union members of the Committee shall not suffer ~~loss~~ of remuneration due to attendance at such meetings.

6.05 Technical Information

The Employer shall make the following information available to the Union on request: positions in the Bargaining Unit, job classifications, wage rates, pension and benefit plans applying to members of the Bargaining Unit and the Board's policy manual.

6.06 Union Bargaining Leave

The Employer agrees to grant the Union a total of four **(4)** days leave in the two **(2)** month period prior to the expiration of the Agreement, for the purposes of preparing bargaining proposals. This leave shall be without ~~loss~~ of pay, benefits or seniority, and the Union shall reimburse the Employer the wages of employees granted leave under this provision.

ARTICLE 7 - GRIEVANCES

7.01 Definition

A grievance under this Agreement shall be defined as any difference or dispute between the employee and the Employer relative to the interpretation, application or administration of this Agreement, including any question as to whether the matter is arbitrable or whether an allegation is made that this Agreement has been violated.

7.02 Grievance Committee and Stewards

The Union shall appoint or otherwise select a Grievance Committee which shall be composed of not more than eight (8) stewards. All stewards shall have completed their probationary period with the Employer. The name and area of each of the stewards and the name of the Chairperson of the Grievance Committee, from time to time selected, shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward or Chairperson until it has been so notified. Not more than one steward shall be selected from any one school. The Union will endeavour to provide the Employer with a list of stewards and Grievance Committee Chairperson each January 1st.

The Union shall have the right to use alternate stewards when the assigned steward is not available.

7.03 Duties of Stewards

A steward's function shall be to assist an employee in the preparation and presentation of grievances to the Supervisor.

7.04 Permission to Leave Work

The Employer and the Union recognize the right of the steward to leave work during working hours subject to the conditions outlined below:

1. The Union recognizes that stewards are employed to perform full-time work for the Employer.
2. The Employer recognizes that a steward may leave work during working hours without loss of pay to carry out duties under this Agreement provided that permission has first been obtained from the Supervisor and the employee reports back to the Supervisor upon completion of the duties for which leave had been granted.
3. Until such time as the Employer believes the privilege of time off is being abused, the Employer will compensate the stewards for any portion of their regularly scheduled work time spent in servicing grievances, provided that the compensation for the time spent on grievances does not exceed an aggregate of 100 man-hours per calendar year of working time. If the basic allotment is expended before the end of the year, the Union and the Employer shall meet to discuss the necessity for granting a further allotment of time.

4. The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties. The Union recognizes that each steward is employed by the Employer and that the steward **will** not leave work during working hours except to perform duties under this Agreement. Therefore, no steward shall leave work without obtaining permission from the Supervisor, which permission shall not be withheld unjustly.

7.05 No grievance shall be considered where the circumstances giving rise to it occurred more than five (5) full working days before the filing of the grievance.

7.06 Grievance Procedure

Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee accompanied by a steward **shall** present a grievance in writing to the Supervisor. The Supervisor shall give a decision in writing within five (5) working days following the presentation of the grievance. If the Supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

Step No. 2

Within ten (10) working days after the decision is given at Step 1, the aggrieved employee may, with or without the assistance of the steward, present the grievance to the person designated by the Employer who shall consider it in the presence of the person or persons presenting same and the Supervisor, and render a decision in writing within five (5) working days following the presentation of the grievance. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows:

Step No. 3

Within ten (10) working days after the decision is given under Step No. 2, the aggrieved employee may submit the grievance to the Director of Education or designate. The employee, assisted by the Chairperson of the Grievance Committee and the steward, shall meet with such persons, including the Chairperson of the Employer's Negotiating Committee or designate, as the Director of Education or designate may desire, to consider the grievance. At this stage, they may be assisted by a full-time representative of the Union if the presence of this person is requested by either Party. The Director of Education or designate will render a decision in writing within twenty-five (25) working days of receipt of the grievance.

- 7.07 If final settlement of the grievance is not reached at Step No. 3 the grievance may be referred in writing by either Party to a Board of Arbitration as provided in Article 8 at any time within thirty (30) calendar days after the decision is given under Step No. 3 and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.

7.08 All grievances shall be submitted in writing on the approved C.U.P.E. grievance form, and all replies thereto shall likewise be transmitted in writing.

7.09 Failure to Act Within Time Limits

Failure of the Employer or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union or the Employer on any future identical grievance.

7.10 Employer Grievances

Any grievance instituted by the Employer may be referred in writing to the Chairperson of the Grievance Committee within seven (7) full working days of the occurrence of the circumstances giving rise to the grievance. The Grievance Committee shall meet with the Employer to consider the grievance. The Grievance Committee will render its decision in writing within twenty-five (25) working days of receipt of the grievance. If final settlement of the grievance is not reached the grievance may be referred, by either Party, to a Board of Arbitration as provided in Article 8 at any time within thirty (30) calendar days thereafter, but no later.

7.11 Union Policy Grievances

Any Union policy grievance which involves all or a number of employees in the Bargaining Unit and which is instituted by the Union may be referred in writing to the Director of Education or a designate within seven (7) full working days of the occurrence of the circumstances giving rise to the grievance. Such persons as the Director of Education or a designate may desire, shall meet with the Grievance Committee to consider the grievance. The Director of Education or designate will render a decision in writing within twenty-five (25) working days of receipt of the grievance. If final settlement of the grievance is not reached, the grievance may be referred, by either Party, to a Board of Arbitration as provided in Article 8 at any time within thirty (30) calendar days thereafter, but no later.

ARTICLE 8 - ARBITRATION

8.01 Both Parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 7 and which has not been settled will be referred to a Board of Arbitration, at the written request of either of the Parties hereto.

8.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairperson chosen by the other two (2) members of the Board.

8.03 Within ten (10) working days of the request by either Party for a Board, each Party shall notify the other in writing of the name of its appointee.

8.04 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within fifteen (15) working days of the

notification mentioned in 8.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairperson.

- 8.05 The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.
- 8.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.07 Each of the Parties to this Agreement will bear the expense of the arbitrator appointed by it; and the Parties will jointly bear the expenses, if any, of the Chairperson.
- 8.08 The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the Parties to this Agreement.
- 8.09 At any stage of the grievance or arbitration procedure, either Party may at its own expense including reimbursement of any loss in pay to an **employee**, have the assistance of the **employee(s)** concerned as **witness(es)** and any other **witnesses**, and all reasonable arrangements will be made to permit the arbitrators to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 8.10 Disagreement on Decision

If within thirty (30) days of a decision having been handed down by the Board of Arbitration, there is disagreement as to the meaning of the decision, on application by either Party, the Chairperson of the Board of Arbitration must reconvene the Board as soon as possible and in any event within twenty (20) days in order to clarify the decision.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE PROCEDURE

9.01 Warnings

- (a) Whenever the Employer deems it necessary to censure an employee who has completed the probationary period, in a manner indicating that dismissal may follow from either a repetition of the act or from failure to bring work up to a required standard by a given date, the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the employee, with a copy to the Secretary of the Union.
- (b) Employees shall have the right to review their personnel file in the presence of the person designated by the Employer or a delegate and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

- (c) The record of an employee shall not be used against the employee at any time after expiration of the time limits set out in Clause 9.01 (d) following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Any reprimand or adverse reports shall be removed from the employee's file after expiration of the time limits set out in Clause 9.01 (d).
- (d) The time limit shall be twenty-four (24) months unless during said twenty-four (24) months the employee receives further adverse reports or disciplinary action including letters of reprimand and suspension, in which case the time limit shall be thirty-six (36) months. Time spent on a leave of absence without pay shall not be included in the calculation of the above time limits.

9.02 Discharge and Suspension Procedure

An employee who has completed the probationary period may be suspended for just cause by the Supervisor, who shall immediately report such action to the Employer. When an employee is suspended or subsequently discharged, the employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension. An employee is suspended when temporarily removed from work as a disciplinary measure and sustains a loss of pay therefrom.

9.03 Discharge Cases

A claim by an employee who has completed the probationary period that the employee has been discharged without just cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Director of Education or a designate at Step No. 3 of the grievance procedure within ten (10) working days after the employee ceases working for the Employer. Failing agreement at Step No. 3 of the grievance procedure, the matter may be submitted to an Arbitration Board as defined in Article 8.

Such special grievances may be settled by:

- (a) confirming the Employer's action in dismissing the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring Parties or the Board of Arbitration provided said arrangement is consistent with the provisions of Article 8.06.

ARTICLE 10 - NO STRIKES - NO LOCKOUTS

- 10.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strike, slowdown or stoppage of work, either complete or partial, or illegal picketing and the Employer agrees that there will be no lockout.
- 10.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike or picketing or stoppage or slowdown but a

claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article **9.03**.

- 10.03** Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer at Step No. **3** of the grievance procedure.

ARTICLE 11 - SENIORITY

- 11.01** (a) **1.** Seniority as referred to in the Agreement shall mean the length of continuous service in the employ of the employer or its predecessors since last date of hire. This shall be called the "seniority date". Unless specifically otherwise provided, no approved absence (with or without pay) shall constitute a break in continuous service for the purposes of seniority.
- 2.** Where a provision of this Agreement provides that a period of time shall not count towards seniority or that seniority shall not accrue or accumulated during a period of time, the seniority date shall be adjusted to reflect such **period(s)** of time. This adjustment shall be done by moving the seniority date towards the present by the number of continuous calendar days in said **period(s)** of time.
- 3.** Where a provision of this Agreement provides that a period of time or a portion of a period of time which would otherwise not count towards seniority or during which seniority **would** not accrue ~~or~~ accumulate shall be included in seniority, the seniority date shall be further adjusted following application of **2.** above to reflect such **period(s)** of time. This adjustment shall be done by moving the seniority date away from the present by the number of continuous calendar days in said **period(s)** of time.
- 4.** Except as provided in Clause **11.06**, time on layoff prior to January **1, 1987**, shall accrue towards seniority.
- 5.** Except as provided in **6.** below, time on lay-off **on/or** after January **1, 1987**, shall not accrue towards seniority.
- 6.** Effective January **1, 1989**, casual employees hired under Clause **12.01 (d)** will not accumulate seniority in the Bargaining Unit for the duration of the casual assignment unless they hold a recall right under Clause **11.04 (i)**.
- 7.** Assignments qualifying under **6.** above shall be based on working days unless the assignment is for more than ten (**10**) continuous working days in which case continuous calendar days shall be used.
- (b) For the purpose of Article **11.04**, an employee who has completed an approved apprenticeship training program while in the employ of the Employer shall, with respect to all other employees in the same trade for which the employee was trained, acquire seniority in that trade only from the effective date of issue of the certificate of trade qualifications. Seniority for purposes other than trade experience shall be from the date of employment.

11.02 Any new employee will be considered on probation for the first **three (3)** months—however, in special circumstances probation may be extended to six (6) months. In such cases the Union shall be notified. During the probationary period the employee will have no seniority but on completion of probationary service, seniority shall date back to the day on which probationary employment began. The dismissal, layoff or failure to recall after layoff, of a probationary employee shall not be the subject of a grievance.

11.03 The Employer shall publish one seniority list. Seniority lists will be revised annually during the month of January to reflect seniority to **31** December; copies of the list will be posted in the respective schools and a copy given to the Union. Employees may challenge the position of their name on the seniority list at any time. If the challenge occurs more than ten (10) **working days** after the date of posting of the seniority list, any staffing actions which are **required** to be changed as a result of the challenge will be done without retroactive pay or benefit adjustment for the employees affected.

11.04 Layoff and Recall Procedures

(a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff or reduction in the regular hours of work, employees shall be laid off in reverse order of their seniority within their classification and location, subject to the provisions of Articles **11.04 (b) - (h)**. It is recognized that when one employee displaces another in this process, the employee must **have** the necessary qualifications and must be able to demonstrate the ability to perform the displaced employee's work during the trial period.

(b) When an employee displaces another employee, the employee doing the bumping shall:

(i) be provided with an outline of the duties of the position to which the employee wishes to bump;

(ii) be placed on a trial period of five (5) working days in the position of the employee being bumped;

(iii) have a three (3) working day orientation period during the trial period.

If during the trial period, an employee proves unsatisfactory or is unable to perform the duties of the new classification and has:

(i) bumped due to reduced hours, the employee shall be returned to the former position;

(ii) bumped due to redundancy of the former position, the employee shall be returned to the former position if the notice of layoff has not expired or shall be immediately laid off.

(c) Notwithstanding anything to the contrary in Article **11.04 (b)**, where within the trial period provided under Article **11.04 (b)** the employee proves unsatisfactory in or is unable to perform the duties of a position into which the employee has bumped and the employee has not previously bumped under the current notice of

layoff, the employee may within five (5) working days exercise a second bumping right. This second bumping right is exercised by notifying the person designated by the Employer, in writing, of the position the employee wishes to bump. An employee who fails to meet this time limit loses the privilege to bump.

- (d) Where the employee is returned to the position previously held, there shall be no third opportunity to bump associated with the current notice of layoff or with the reduction in hours of work and there shall be no requirement on the Employer to provide any additional notice to the employee of layoff or reduction in the hours of work (the notice previously given shall continue to have effect). Any employee affected by a bumping which has been negated under the foregoing provision shall be returned to the position held prior to the negated bump occurring.
- (e) A probationary employee shall not be allowed to displace any employee.
- (f) Bumping will not take place where the employee to be displaced is in a higher pay group than the employee wishing to bump unless the employee wishing to bump had been previously appointed by the Board to a position in the higher pay group, had completed the trial or probationary period in said higher pay group and had been subsequently moved to a lower pay group as a result of exercising their privilege to bump.
- (g) An employee bumping into a position must be prepared to work the number of hours associated with the position. The total weekly hours of the employee bumping cannot be increased over those held prior to the reduction in hours leading to the bumping.
- (h) Employees who intend to exercise bumping privileges as a result of receiving a notice of layoff or suffering a reduction in hours must advise the person designated by the Employer, in writing, within five (5) working days of receiving notice of layoff or reduction in hours of work that bumping is intended. Within a further five (5) working days, the person designated by the Employer must be informed, in writing, of the position to be bumped. An employee who fails to meet the foregoing time limits **loses** the privilege to bump.
- (i) Subject to the provisions of Articles 11.04 (j) - (m), employees who are laid off shall be recalled in order of seniority provided the time elapsed since layoff does not exceed two (2) years. Laid off employees shall be notified of vacancies by certified or registered mail a minimum of nine (9) calendar days prior to the expiration date of the posting under Clause 12.01 (a) for a period of up to two (2) years and may **apply** in writing for any vacancy (within the time limits for application for said position) indicating that an attempt is being made to exercise the right of recall.
- (j) Where an employee is being recalled to a position which is not the same as the one previously held, the employee must have the necessary qualifications and must be able to demonstrate the ability to perform the work of the position during the trial period.
- (k) Where an employee is being recalled to a position which is not the same as the one previously held, the employee being recalled shall be placed on trial for a period of five (5) working days. In the event that during the aforementioned trial

period the employee so placed on trial proves unsatisfactory in the position or is unable to perform the duties of the job classification, the employee shall be returned to layoff status. The date of layoff (for determining whether or not two years have elapsed) shall not be affected by such recall and return to layoff.

- (l) During the two (2) year period the same right of competition shall be open to all laid off employees as is open to all other members of the Bargaining Unit. Notwithstanding the provisions of Article 11.04 (k), the trial period set out in Article 12.05 shall apply where the laid off employee is appointed to a higher level position than the one held at the time of layoff.
- (m) A laid off employee who fails to return to work within seven (7) calendar days after being notified by certified or registered mail to do so, unless through sickness or other just cause, shall be deemed to have refused recall and to have no further rights of recall.

11.05 An employee shall not lose seniority rights if absent from work because of illness, accident, or a layoff of two (2) years or less, or leave of absence approved by the Employer.

11.06 An employee shall lose all seniority only in the event that:

- (a) the employee is discharged for just cause and is not reinstated;
- (b) the employee resigns;
- (c) the employee is absent from work in excess of two (2) working days without sufficient cause and without notifying the Employer, unless such notice was not reasonably possible;
- (d) the employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered or certified mail to do so unless through sickness or other just cause;
- (e) the employee is laid-off and off the payroll for a period longer than two (2) years;
- (f) the employee engages in gainful employment while on sick leave;
- (g) the employee fails to return to work after completion of a leave of absence which may have been granted by the Employer unless a reasonable excuse is submitted and accepted by the Employer;
- (h) the employee utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

Loss of seniority under (a), (b) or (e) shall also result in termination of employment.

11.07 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent. If an employee is transferred to a position outside of the Bargaining Unit, the employee shall retain seniority accumulated up to the date of leaving the Unit but will not accumulate any further seniority. An employee shall have the right to return to the employee's former position in the Bargaining Unit during the trial period, which shall be a maximum of ninety (90) working days, without loss of seniority. If an employee returns to the Bargaining Unit, the employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

11.08 It shall be the duty of each employee to notify the Employer promptly in writing of any change in address or telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee.

11.09 Termination Notice Requirements

(a) The extent of notice required by an employee who wishes to terminate employment shall, for all employees except Chief Custodians, be two (2) weeks. The extent of notice required by a Chief Custodian who wishes to terminate employment shall be four (4) weeks.

(b) The extent of notice required by the Employer in the event of termination of employment other than for just cause shall be as follows:

Employees on Probation	Five (5) days
Custodians, Cleaners and Maintenance Personnel with less than three (3) years of service	Ten (10) days
Custodians, Cleaners and Maintenance Personnel with three (3) or more years of service and less than four (4) years of service	Fifteen (15) days
Chief Custodians with less than four (4) years of service	Twenty (20) days
Any employee with four (4) or more years of service and less than five (5) years of service	Twenty (20) days
Any employee with five (5) or more years of service and less than six (6) years of service	Twenty-five (25) days
Any employee with six (6) or more years of service and less than seven (7) years of service	Thirty (30) days
Any employee with seven (7) or more years of service and less than eight (8) years of service	Thirty-five (35) days
Any employee with eight (8) or more years of service	Forty (40) days

- (c) In Clause 11.09 (b) the times referred to are working days before the termination is effective. If the employee terminated has not had the opportunity to work during the notice period, pay shall be given in lieu of work for that part of the period during which work was not made available.

11.10 Retirement Date

An employee shall retire no later than the last day of the month in which age 65 is reached.

11.11 No New Employees

No new employees will be hired until those laid off for a period of two (2) years or less have been given an opportunity of re-employment.

- 11.12** Where the Employer fills a temporary trade position from within the Bargaining Unit, the posting requirement will not apply in filling the temporary vacancy so created.

11.13 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work.

11.14 Notice of Layoff

- (a) The Employer shall notify employees who are laid off by certified or registered mail, or by hand-delivered letter in accordance with the termination of employment provisions of Article 11.09 (b).
- (b) In Clause 11.14 (a) the times referred to are working days before the layoff is effective. If the employee laid off has not had the opportunity to work during the notice period, pay shall be given in lieu of work for that part of the notice period during which work was not made available.

ARTICLE 12 - POSTING AND FILLING POSITIONS

12.01 (a) Job Postings

When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union in writing and post the notice of the position in all buildings of the Employer, on the bulletin boards in each building designated for the said purpose (one bulletin board for each building). The notices shall be posted for a minimum of one (1) week in order that all members will know about the position and be able to make written application therefore.

In filling the position it is recognized that the Employer may:

1. hire outside the Bargaining Unit when no suitable employee applies in writing within the time prescribed in the posting;

2. appoint from within the Bargaining Unit employees who consent but have not applied.

Both parties recognize:

1. the principle of promotion within the Bargaining Unit; and
2. that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant having the required qualifications, experience and the greatest seniority. Appointments from the Bargaining Unit shall be made within twenty-five (25) working days of the posting.

(b) Information on Postings

Such notice shall contain the following minimum information: nature of position; qualifications; requisite training and education; required skills; the shift involved; wage rate or range.

(c) Transfer Limitation

No employee shall be entitled to a transfer to a position with the same or lesser basic hourly rate than the employee's present position until at least one (1) year following completion of the trial or probationary period associated with the employee's present position.

(d) Surplus, Emergency or Seasonal Work

Surplus, emergency or seasonal work may be performed by casual employees hired for a period not to exceed one hundred and forty (140) calendar days or for the duration of the sickness or leave of absence of a member of the Bargaining Unit. For such work, the posting requirements will not apply.

The Employer agrees to notify the Union, in writing, of the name, position, location, duration and the reason for utilizing casual employees.

12.02 Temporary Appointments

When employees are on vacation, leave of absence, or absent from work due to illness, the Employer may fill temporary vacancies without posting, subject to the conditions set out below, with the senior qualified employee in the area for the duration of the temporary vacancy.

When the temporary vacancy involves the position of a Chief Custodian, the qualified employee shall be another Chief Custodian or a Supply Custodian or the senior qualified Custodian in the area (or in the absence of any Custodians in the area, the Senior Cleaner in the area).

12.03 Rate of Pay on Promotion

When an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in an experience grade in the new classification which will provide an immediate increase over previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

12.04 Union Notification

The Employer agrees to advise the Union of all **postings**, appointments, **hirings**, layoffs, transfers, recalls and terminations of employment within the Bargaining Unit within ten **(10)** working days.

12.05 Trial Period

The successful applicant, except in the case of the position of Chief Custodian, shall be placed on trial for a period of forty (40) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of forty **(40)** working days. The trial period for appointees to the position of Chief Custodian shall be sixty **(60)** working days. In the event that during the aforementioned trial period the successful applicant proves unsatisfactory in the position **or** if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position and income without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and income without loss of seniority. The Employer need not re-post the vacancy or any others resulting from the reversion. It will be filled with the next senior qualified applicant. Except as otherwise provided, the foregoing trial period does not apply to any change in position made in accordance with Article **11.04**.

12.06 Temporary Transfers

Where, for the convenience of the Employer, any employee is temporarily transferred for two **(2)** or more consecutive working days to a position carrying a different rate of pay from that regularly worked, the employee shall be paid from the first day in the temporary position the greater of:

- (a) the employee's normal rate of pay; or
- (b) the rate being paid for the position at the time of the temporary transfer.

12.07 Within ten **(10)** working days of the date of appointment to a posted position, the name of the successful applicant shall be sent to each applicant.

12.08 An employee voluntarily transferring to a position in a lower classification shall be paid at the rate applicable to the position.

ARTICLE 13 - WAGES

13.01 Pay Days

The Employer shall pay salaries and wages on alternate Thursdays in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages and deductions. Wage adjustments will be made effective at the beginning of the pay period closest to date of the rate change.

13.02 New Classifications

When the duties in any classification are changed or the volume of work is increased or where the Union and/or an employee feels unfairly or incorrectly classified or when any position not covered by Schedule "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the complaint was formally submitted in writing to the Employer.

13.03 When the Chief Custodian is not on duty, the senior Custodian (this does not include Supply Custodians unless the Supply Custodian is replacing another employee at that location) or in the absence of any Custodians the senior Cleaner shall receive a responsibility allowance of 30 cents per hour for each hour he/she assumes such responsibility. In all cases permanent employees shall be given preference over casual employees.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

14.02 (a) Plant Maintenance

The normal work week shall consist of forty (40) hours per week, comprising of five (5) eight (8) hour days, Monday to Friday inclusive, between the hours of seven (7) a.m. and five (5) p.m., excluding lunch break.

(b) Custodial Staff

The normal work week shall consist of forty (40) hours per week, comprising of five (5) eight (8) hour days, Monday to Friday inclusive, excluding lunch break.

14.03 Overtime at the rate of time and one-half (1 1/2) the employee's regular hourly rate shall be paid for all work performed on Saturdays, Sundays or over eight (8) hours per day, or over forty (40) hours per week, provided where an employee has worked in excess of the employee's regularly assigned hours in any day or night of any one (1) week, but

is prevented from working a full working week by the intervention of a holiday or by the failure of the Employer to provide the employee with work, or by illness of the employee verified to the Employer's satisfaction, then in such case the employee shall receive overtime for such week calculated on a daily basis.

To the extent practical, overtime shall be distributed equitably among the employees in each job classification and department who normally perform the work required.

- 14.04 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.
- 14.05 The hours and days of work of each employee assigned to a scheduled week shall be posted at least seven (7) calendar days in advance.
- 14.06 The Employer may schedule a work week consisting of five (5) consecutive eight-hour (8-hour) days, other than the normal work week. In this case the regular rate of pay shall apply except for Saturdays, Sundays and holidays.
- 14.07 Employees shall not be required to lay off during regular hours to offset any overtime worked.
- 14.08 **Split Shift**

The Parties agree that split shifts are not desirable, but the Employer may schedule a work week consisting of five (5) consecutive days made up of broken eight-hour (8-hour) shifts, when this provides full-time employment.

Split shift shall be defined as those shifts in which the two portions of the eight hours worked occur within a period of 12 consecutive hours and no portion is of less than three hours duration.

Employees required to work a split shift shall receive 42 cents per hour additional compensation for each hour worked.

14.09 **Afternoon and Night Shifts**

In recognition of the undesirable features of shift work, full-time employees shall receive an additional 30 cents per hour for all hours of any shift where 50 percent or more of the hours of the shift fall between 3:00 p.m. and midnight (allowances cannot be received for both this shift and split shift) and an additional 36 cents per hour for all hours of any shift where 50 percent or more of the hours of the shift fall between midnight and 6:00 a.m.

14.10 **Minimum Call-Back Time**

- (a) An employee who is required to work overtime which does not immediately precede or continue after the employee's scheduled tour of duty and who reports for work shall be paid on an overtime basis for all overtime worked. If the employee has not been given 24 hours notice of such overtime, the employee shall receive an additional hour's pay at straight-time rate.

- (b) Minimum call-back under (a) is four (4) hours pay including the extra hour if less than twenty-four (24) hours notice was given.
- (c) Overtime paid does not cover travelling time from the employee's residence to the employee's normal reporting centre.

14.11 Time Off in Lieu of Overtime

instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon by the employee and the Employer. Lieu time accrued at the appropriate overtime rate, but not taken by November 30 will be paid in money at the employee's normal rate of pay with the last pay in December. Lieu time accrued after November 30 shall be carried into the next year.

ARTICLE 15 - SUPPLY CUSTODIANS

- 15.01 Supply custodians will be assigned for administrative purposes only to one school in each area and assigned to duties on a daily basis to other schools within their Supervisor's area.

Supply custodians will be entitled to a mileage allowance from the administrative base to the school assigned. Any travelling between one school and another during the shift will entitle the supply custodian to mileage allowance. Supply custodians will be provided with mileage expense sheets, such mileage expense sheet to be submitted on the last working day of the month for payment.

As a condition of employment each supply custodian must have a valid driver's license and will be required to use their own car for transportation purposes.

Supply custodians will be full-time employees.

ARTICLE 16 - VACATIONS WITH PAY

Note: For the purpose of computing vacations, the vacation year shall be January 1 to December 31 for all employees in the Bargaining Unit. Where an employee's employment is terminated part way through a vacation year, the employee's vacation leave entitlement for the current year shall be pro-rated in accordance with the ratio the part vacation year worked bears to the entire vacation year.

- 16.01 (a) Full-Time Employees

In this section, full-time employees are defined as employees who work a regular scheduled work week of 8 hours/day, 40 hours/week. All full-time employees shall be entitled to annual vacation with pay at their regular rates of pay as follows:

- (i) Less than three (3) years - one (1) day per month to a maximum of ten (10) days;
- (ii) Three (3) years and over but under ten (10) years - fifteen (15) working days;
- (iii) Ten (10) years and over but under twenty (20) years - twenty (20) working days;
- (iv) Twenty (20) years and over - twenty-five (25) working days.

For employees in categories (i), (ii) and (iii) above, an overpayment of vacation pay will not be recovered by the Board if the vacation is taken after September 1.

(b) Part-Time Employees

In this section, part-time employees are defined as employees whose regular **work** schedule is less than 8 hours/day and 40 hours/week. Regular hours are defined as the number of hours worked on a regular scheduled instructional day. Regular rate **is** defined as the hourly rate outlined in Schedule 'A' of the collective agreement. All part-time employees shall be entitled to annual vacation with pay at their regular rates of pay and regular hours of work as follows:

- (i) Less than 3 years service - 1 day per month to a maximum of ten days;
- (ii) Three years and over but less than 10 years - fifteen working days.
- (iii) Ten years and over but **less** than 20 years - twenty working days.
- (iv) Twenty years and over - twenty-five working days.

Each part-time employee will be entitled to a total vacation pay including time off as described above and an adjusting or make-up cheque calculated as follows: 4% of gross earnings in section (i), 6% of gross earnings in section (ii), 8% of gross earnings **in** section (iii) and 10% of gross earnings in section (iv). Consequently, an adjusting or make-up cheque **will** be issued with the first pay in February of the following year. It will equal the appropriate percentage of gross earnings made up as follows:

Total gross earnings x appropriate percentage - paid vacation taken = make-up cheque

Example Employee with less than two years service normally works 4 hours/day during the instructional year and 8 hours/day on non-instructional days.

Normal regular hours worked	=	880
Hours at 8 hours/day	=	280
Total hours	=	1160
Vacation time off taken	=	40 hours

Assuming \$4.00 per hour (is the regular rate) the employee was paid $\$4.00 \times 40$ hours while on vacation = \$160.00

Total vacation entitlement at 4% of 1160 hours $\times \$4.00 = \$4,640 \times 4\% = \$185.60$

Therefore, the make-up cheque = \$ 25.60

- 16.02 (a) Vacation time off taken prior to July 1 may not exceed 1/2 of the total of the current year's vacation entitlement plus any vacation entitlement carried forward from the previous year.
- (b) Vacation time equivalent to not more than one year's vacation entitlement may be carried forward from one year to the next with the approval of the Manager of Plant.

16.03 All vacations shall be scheduled to cause minimum interference with the operations and shall therefore be subject to approval of the immediate Supervisor.

16.04 Vacations shall not normally be scheduled during the week prior to school opening.

16.05 Vacation Schedules

Employees shall indicate their vacation preferences by April 1st. Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer.

Where an employee chooses to take vacation in an unbroken block, the employee's vacation may commence immediately following an employee's regularly scheduled days off.

16.06 Unbroken Vacation Period

An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

16.07 The Employer shall endeavour to provide each employee with a statement of the employee's annual vacation leave entitlement by the end of each February.

ARTICLE 17 - HOLIDAYS

17.01 (a) (i) The following holidays will be granted with pay to all employees:

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

Any other day proclaimed as a holiday by the Dominion or Provincial Government.

- (ii) Pay for an employee for any of the above holidays shall be determined by the number of hours worked on the majority of the days the employee was scheduled to work during the calendar week in which the holiday is granted.
 - (b) The last half of the shift of the last regular scheduled work day prior to Christmas Day and New Year's Day shall be granted as a holiday with pay.
 - (c)
 - (i) Each employee in the service of the Employer on November 1, shall be granted one (1) day off with pay between November 1, and April 30.
 - (ii) Pay for an employee granted a day off under 17.01 (c) (i) shall be determined by the number of hours worked on the majority of days the employee was scheduled to work during the calendar week in which November 1 falls.
 - (iii) Granting of the day off under 17.01 (c) (i) shall be subject to the employee wishing the day off giving the Supervisor seven (7) days advance notice.
 - (iv) Only one employee from any one location may be absent on any given day under the terms of this provision. Additional employees may be absent provided the Manager of Plant or a designate agrees.
- 17.02** When any of the above noted holidays falls on an employee's scheduled day off or on a Saturday or Sunday, the employee may receive another day off with pay at a time mutually agreed upon by the Employer and the employee or the Union, except where an alternate day is proclaimed for all employees by law or by the Employer.
- 17.03** In order to be entitled to payment for a holiday, an employee must have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday, unless the employee is absent with pay through illness supported by the certificate of a physician or licentiate of dental surgery, as the case may be, is on an approved leave of absence with pay or is on an approved leave of absence without pay not exceeding five (5) working days (except where the absence is without pay due to sick leave being exhausted).
- 17.04** If an employee works on one of the above named holidays, the employee shall receive payment at time and one-half (1 1/2) for the hours actually worked by the employee in addition to receiving holiday pay.
- 17.05** Where one of the above named holidays falls during an employee's approved vacation period, an extra day's vacation with pay or an extra day's pay, as mutually agreed, shall be allowed.

ARTICLE 18 - SICK LEAVE

18.01 Personal Illness

Each employee shall be entitled to their salary notwithstanding absence from duty on account of sickness certified to by a physician or on account of acute inflammatory condition of the teeth or gums certified to by a licentiate of dental surgery, **1 1/2** days for every working month in the year for a total of eighteen (**18**) days in any one year.

A certificate of a physician when required shall be furnished to the appropriate Supervisor and shall clearly certify to the inability of the employee to attend to duties.

When an employee returns to work after absence of more than three (**3**) days due to illness, a medical certificate from a licensed physician certifying the employee's fitness to resume duties shall be handed to the Supervisor. Where the frequency of incidental absence becomes of concern to the Employer, the employee may be required to have a medical examination by a physician chosen by the Employer at the Employer's expense.

18.02 At the 1st of January of each year an employee's sick leave account shall be credited with eighteen (18) days of sick leave allowance. At the end of each year's employment the amount of sick leave credit remaining in an employee's account shall be carried forward up to a maximum of two hundred and forty (240) days with any above this amount being kept on record and this credit can be made available in special cases of prolonged illness at the discretion of the Employer.

For gratuity purposes only a maximum of two hundred and forty (**240**) days sick leave credit shall be recognized.

18.03 The Employer shall endeavour to provide each employee with a current account of sick leave credits at the end of February.

18.04 Each employee's sick leave account shall be debited for the number of days absent due to personal illness and for which salary was paid, until such account has become exhausted. When an account has been completely expended no further payments shall be made for absence due to personal illness until the account has been credited with the allowance for the next year commencing January 1st.

18.05 Absence due to personal illness for periods of three (**3**) consecutive days or less and not exceeding a total of ten (**10**) days in any one (**1**) year do not normally require medical certification. The foregoing ten (10) day total shall not include any absence involving a single illness of ten (10) or more consecutive working days covered by at least one medical certificate. However, at the Employer's discretion, a medical certificate may be required for any lesser period of absence. For absences in excess of this but of three (**3**) months or less, a certificate or other evidence acceptable as specified in Paragraph **18.01** shall be submitted to the Supervisor. If the absence is for a period in excess of three (**3**) months, the Employer may request that it be certified by a doctor chosen by the Employer at the Board's expense.

18.06 All payments to employees under the sickness allowance regulations shall be computed on the basis of the rate of regular day's salary such employee is, or would be, receiving at the time the absence occurs.

18.07 To be eligible for salary when absent due to illness, an employee shall be required to:

- (a) notify the person designated by the Board at least one (1) hour prior to beginning of shift;
- (b) provide the person designated by the Board with a general statement of the illness and of any requirement to visit hospital out-patients' department or consult with a doctor or dentist.

18.08 Initial Sick Leave Credit

Where an employee of another Board or Municipality which has established a sick leave credit plan under any Act of the Province of Ontario becomes an employee of the Renfrew County Board, the employee shall be entitled to have placed to the employee's credit the sick leave credits standing to the employee's credit in the plan of the Board by which the employee was previously employed up to a maximum of two hundred and forty (240) days.

18.09 Retirement Gratuity

An eligible* employee who retires while in the employ of the Employer shall receive a gratuity based on:

1. the number of years of service; and
2. the number of days accumulated in the employee's sick leave account at the time of retirement.

This gratuity shall not exceed a maximum of 50% of one year's salary at date of retirement.

The formula for calculating the gratuity shall be: * *

$$\frac{N}{240 \text{ days}} \times \% \times \text{Salary}$$

N = number of unused accumulated sick leave credit days to maximum of 240

% is based on years of service:

10 years - 20%	16 years - 38%
11 years - 23%	17 years - 41%
12 years - 26%	18 years - 44%
13 years - 29%	19 years - 47%
14 years - 32%	20 years - 50% (maximum)
15 years - 35%	

Salary = last full year's salary

For gratuity purposes an employee may accumulate **270** days; however, the gratuity is based on a maximum of **240** days.

This gratuity may be paid either in a lump sum or over not more than a three-year period, and at a time or times mutually agreeable.

In the event of the death of the employee prior to cessation of employment, a retirement gratuity based on accumulated sick leave and length of service at the time of death shall be paid to the employee's beneficiary. If the employee has not named a beneficiary, the gratuity shall be paid to the employee's estate.

Should a retired employee die before receiving full payment of the gratuity, the accrued benefits shall likewise be paid to the employee's beneficiary, or estate if no beneficiary has been named.

*A gratuity will be paid only on retirement with the **90** factor (as calculated by OMERS), at age **65**, **40** years service with the Board or permanent disability as certified to by a medical practitioner.

**For employees hired prior to January 1, 1976, the formula shall be:

$$\frac{\text{Days}}{240} \times 3\% \text{ of best salary up to } 50\% \text{ of one year's salary at date of retirement.}$$

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Special Leave

Each employee may be granted leave of absence for reasons other than illness without deduction of salary up to a maximum of one-half (**1/2**) day **per** working month in any one year, subject to the approval of the Supervisor. Any such absence shall be chargeable to the employee's special leave account.

Generally, special leave is granted for such reasons as:

- university graduation exercise for members of immediate next-of-kin;
- funeral of relative other than specified immediate family, **or close** friend;
- sudden illness of family member (usually one or two days until suitable arrangements can be made to care for person);
- taking member of family to doctor or hospital;
- appointment with lawyer or other professional which cannot be arranged outside working hours;
- household emergencies.

Special leave is not granted for social occasions such as family reunions, special anniversaries, etc. It is assumed the employee would use vacation time in these instances.

When an employee is to be married, he/she will be allowed five (5) days' special leave to be taken either the week preceding or the week following the wedding.

19.02 Bereavement Leave

A maximum of three (3) working days with pay shall be granted to attend the funeral of immediate next-of-kin only—parent, spouse, child, brother or sister, parent-in-law, grandparent, grandchild, any relative living in the same household or any other relative for whom the employee is required to make the funeral arrangements.

If more than three (3) consecutive days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three (3) shall be chargeable to Special Leave. If the Special Leave is used up, then pay shall be withheld for the number of days involved. Special Leave granted under this section is subject to the approval of the Area Supervisor.

19.03 Quarantine

In any case where, because of exposure to a communicable disease, an employee is quarantined or otherwise prevented by order of the medical health authorities from attending to duties, the employee shall be paid on the basis of the employee's regular day's wages and the time shall not be deducted from the employee's sick leave account.

19.04 Jury Duty

Each employee shall be allowed leave of absence (without deduction of salary) when required to serve on a jury or subpoenaed as a witness. It is understood that the Employer receives the jury fee and the employee receives full pay, and that the employee retains whatever expenses are provided by the Court.

In the event that, as a result of the execution of the employee's duties an employee is charged and acquitted of an offence, the employee shall be allowed leave of absence without deduction of salary for the time spent in court.

If the employee is not acquitted, a salary deduction may be made at the discretion of the Employer.

19.05 Accidents Covered by the Workers' Compensation Act

An employee who is injured in the course of duty shall have Workers' Compensation salary awards supplemented from the employee's sick leave account to the limit of cumulative sick leave available. The sick leave account will be charged the time equivalent of the cash supplement. In the event that the employee does not wish to use sick leave credits to supplement Workers' Compensation awards, written notification to that effect must be given to the Employer at the time the accident is reported.

19.06 Maternity Leave

Women on the staff shall be eligible for maternity leave under the following conditions:

- (a) The date on which the maternity leave commences shall be at the discretion of the employee's physician.
- (b) Leave shall be for a period of up to one year at the written request of the employee.
- (c) No salary shall be paid to the employee during the period of maternity leave, nor shall the employee be entitled to salary increments for leave periods in excess of thirty-five (35) weeks or sick leave credit for the time of her absence. However, the employee would not lose any sick leave accumulated prior to her leave.
- (d) An employee on maternity leave may return to her former position or to one mutually acceptable to her and the Employer. The employee returning to work after maternity leave shall provide the Employer with no less than ten (10) working days notice.
- (e) An employee returning from maternity leave shall submit a statement from her physician certifying her fitness to return to duty.
- (f) An employee must have completed thirteen (13) weeks employment at the commencement of maternity leave.

19.07 Union Conventions

In any one calendar year leave of absence with pay for the number of days equivalent to the unexpended balance of time available to stewards for Union duties as provided in Article 7.04 (3), and accumulated during the previous calendar year, shall be granted to the Union for employees elected or appointed to represent the Union at conventions or seminars.

No more than three (3) employees may be absent at one time and the Union shall request leave thirty (30) days prior to the date of commencing such leave.

19.08 Leave of Absence for Full-Time Union or Public Duties

- (a) Upon written request, the Employer shall grant leave of absence without pay for periods of less than 90 calendar days so that the employee may be a candidate in federal, provincial or municipal elections provided the leave does not commence more than 7 calendar days prior to the final date for the filing of nomination and the leave does not extend more than 7 calendar days after the official counting of ballots. During the leave of absence, benefits shall be maintained on the same basis as if the employee were not on leave of absence.
- (b) Upon written request, the Employer shall grant leave of absence without pay to an employee who is elected to a full-time office with the Union or any body with which the Union is affiliated. Such leave shall be granted for the term of office.

- (c) Upon written request, the Employer shall grant leave of absence without pay to an employee who is selected for a full-time position with the Union or any body with which the Union is affiliated. Such leave of absence shall be granted for a period not exceeding two years.

19.09 Special Leave Account

- (a) At the 1st of January of each year an employee's special leave account shall be credited with six (6) days of special leave allowance.
- (b) At the end of each year, prior to the application of (a) above, the amount of special leave credit remaining in an employee's account shall be transferred to the employee's sick leave account. This transfer will be deemed to have occurred prior to the operation of Clause 18.02.
- (c) If at any time an employee has used all of the employee's accumulated sick leave allowance, the employee may utilize the employee's special leave allowance for sick leave purposes.

ARTICLE 20 - INSURED BENEFITS

20.01 (a) Health Insurance Plan

Premiums for supplementary medical benefits and semi-private hospital accommodation will be paid 85% by the Employer and 15% by the employee.

(b) Group Life Plans

Premiums for group life of \$30,000 will be paid 90% by the Employer and 10% by the employee.

(c) Dental Plan

Premiums for Ontario Blue Cross Dental Plan No. 9 (with no additional riders) or equivalent will be paid 80% by the Employer and 20% by the employee. Benefits will be in accordance with the 1991 O.D.A. fee schedule. This is subject to an enrolment by eligible employees satisfactory to the carrier and maintenance of the required enrolment by eligible employees. Enrolment in the Dental Plan is a condition of employment for all eligible employees becoming members of the bargaining unit after implementation of the Dental Plan.

20.02 Pension

Each regular full and part-time employee will participate in the Ontario Municipal Employees Retirement System according to the Ontario Municipal Employees Retirement System Act and Regulations, as amended from time to time.

The Employer agrees to notify the Union within thirty (30) days of receipt of any changes to the Ontario Municipal Employees Retirement System Act or Regulations.

20.03 Unemployment Insurance

All employees shall be covered by the provisions of the Unemployment Insurance Act.

20.04 Rebate on Fringe Benefit Premiums

Should the Employer receive a credit adjustment associated with any fringe benefit available to the employees, this amount shall be shared with the employees involved in **the** same proportion as the premiums are shared unless otherwise required by statute.

20.05 Absence Without Pay

- (a) Unless otherwise provided, during any authorized leave of absence without pay benefits may be maintained provided the employee pays to the Employer 100% of the premiums required for coverage during the absence without pay.
- (b) Where possible the employee must pay to the Employer, in advance of the Employer's payment to the carriers, 100% of the premiums then due for coverage during the absence without pay.
- (c) Where the employee has not paid to the Employer, in advance of the Employer's payment to the carriers, 100% of the premiums then due for coverage during the absence without pay, the Employer may recover said premiums from the employee.
- (d) The Board shall maintain its contributions towards the Insured Benefits of an employee on sick leave without pay provided:
 - (i) the employee is not on probation;
 - (ii) **the** employee has been on sick leave without pay for not more than six months since the expiration of sick leave credits;
 - (iii) the employee's share of the premiums is **maintained**.

20.06 Benefits for Early Retirees

The Employer agrees to make available to retirees (as defined by OMERS, age 55 to 65 or OMERS Disability to age 65) subject to any restrictions or regulations of the carriers, with group life insurance in the amount of \$5,000, supplementary medical benefits and semi-private hospital accommodation [based on the plan described in Clause 19.01 (a)] and a dental plan [based on the plan described in Clause 19.01 (c)]. The Employer's **only** contribution **will** be administration. The retired employee shall be responsible for 100% of the premium cost for the plans.

ARTICLE 21 - T-1 YEES

21.01 Part-Time Employees

Part-time employees shall receive the conditions of employment and fringe benefits specified in the Agreement on a pro-rata basis according to their hours of work, except that supplementary medical shall have 42.5% Employer assistance.

Premiums for group life insurance of \$12,000 shall be paid 90% by the Employer and 10% by the employee.

The Employer [subject to the enrolment conditions set out in Article 20.01 (c)] shall pay 40% of the premiums for the dental plan set out in Article 20.01 (c) for eligible enroled part-time employees.

An employee working less than 24 hours per week may choose not to enrol in the plans above. An employee who selects this option may subsequently enrol in the benefits upon meeting any and all conditions established by the carriers or upon an increase in regularly scheduled hours (not including summer or break increases) to 24 or more hours per week.

22 - GENERAL

22.01 Rest Breaks

All employees who work a regular eight (8) hour shift will be permitted two (2) fifteen (15) minute rest breaks each shift. All employees working less than eight (8) hours will be entitled to break time of 3.75 minutes for each hour worked. Employees working more than five (5) hours per day may take their break time in two periods during the working day. Employees working five (5) hours or less must take their break time in one break during their regular shift. All breaks will be taken at a time to be decided by the Supervisor.

22.02 Transfer of Employees

Transfer of an employee at the request of the Employer in excess of five (5) miles from the employee's present location within the County shall be by mutual agreement of the Employer and the employee concerned, with no penalty assessed against any employee who declines.

The Employer shall pay all reasonable moving costs of any employee who has been requested to make such move within the County, plus a special relocation allowance of up to \$300 to help pay for incidental expenses involved.

Nothing in this Agreement entitles an employee to claim moving costs from the Employer where, in exercising seniority rights, the employee requests of the Employer a transfer to another position within or without the Bargaining Unit.

22.03 Mileage Allowance

A mileage rate as per Board policy will be paid to all employees who are required to use their own automobiles for the Employer's business. The minimum mileage allowance will be \$2.00 per day when the vehicle is used on the Employer's business.

22.04 Supply of Tools

The Board shall supply all full-time trades employees classified as Shop Supervisor, electrician, plumber, carpenter or millwright, with the necessary hand tools used in performing their duties.

The following conditions shall govern the supply and maintenance of tools:

- (a) the Employer shall determine the tools required by each trades employee:
- (b) each trades employee shall sign for the kit of tools issued;
- (c) each trades employee shall be responsible for the care of their own kit of tools. Tools lost or broken through misuse shall be replaced by the employee unless otherwise recommended by the Supervisor.
- (d) A trades employee shall obtain the Supervisor's authorization if tools are borrowed for personal use.

22.05 Rules and Regulations

The Employer in establishing rules and regulations applicable to the employees shall communicate same to the employees either by posting same on the bulletin board or by supplying the employee with a written copy of same.

22.06 Overtime Meal Allowance

An employee who is required to work two (2) or more hours' overtime immediately prior to, or immediately following a regular eight (8) hour shift shall be provided with a meal allowance of \$5.50 and will be paid for the meal break provided it does not exceed twenty (20) minutes. If the overtime exceeds eight (8) hours the employee shall be entitled to a second meal allowance. Employees on call-back (as per Article 14.10) exceeding four (4) hours actually worked shall also be entitled to a meal allowance and a further meal allowance for every four (4) hours thereafter.

22.07 Safety Footwear

- (a) The Employer shall supply one pair of safety footwear, to each employee, where required by the Occupational Health and Safety Act.
- (b) Such safety footwear shall meet the requirements of the Occupational Health and Safety Act.

- (c) This safety footwear shall be made available upon commencement of employment. Where an employee does not successfully complete the probationary period associated with the job, the employee will be billed 65% of the cost of the supplied footwear and become the owner of the footwear. Where an employee does not complete the trial period associated with the job and the employee had not been previously supplied with the safety footwear, the employee will be billed 65% of the cost of the supplied footwear and become the owner of the footwear.
- (d) Excepting extraordinary circumstances, Employer supplied safety footwear will be replaced not more frequently than once a year. When Employer supplied safety footwear is replaced, the old pair will be returned by the employee to the Employer.
- (e) In special circumstances, such as trades personnel being engaged in construction type work, a second pair of safety footwear, in a different style or of a different class, will be supplied.
- (f) At all times the employee will take reasonable care of the footwear supplied. Footwear supplied is for exclusive use in carrying out duties assigned by the Employer except for travel to or from work.
- (g) The Employer reserves the right to inspect supplied footwear to ensure said footwear is still properly functional and being responsibly cared for.
- (h) Employees who are supplied safety footwear must wear said footwear in all areas of employment that such footwear is required. Employee failure to wear supplied safety footwear as directed may be subject to discipline.

ARTICLE 23 - TECHNOLOGICAL AND OTHER CHANGES

23.01 Training Program

Where the Employer introduces new techniques or equipment into the operation covered by the Bargaining Unit, and where such innovation renders obsolete the skills used by employees in that area, the Employer agrees to retrain at the Employer's own expense, eligible displaced employees for such positions as the change of arrangements makes available, provided the training period does not exceed two months. During the retraining period, the employee shall be maintained at the employee's previous rate of pay and the Employer may engage temporary staff to carry on the work of such employee. The pay received by retrained personnel shall be that which applies to the new positions.

23.02 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than two months, the additional training time shall be a subject for discussion between the Employer and the Union.

23.03 Technological Changes

The Union shall be notified of any proposed technological changes before their implementation.

23.04 No New Employees

No additional employees shall be hired by the Employer until the employees already working have been notified of the proposed technological change or other change of a similar nature and allowed a training period to acquire the necessary knowledge or skill for the trainees to retain their employment.

ARTICLE 24 - TERMINATION

24.01 This Agreement shall remain in force from January 1st, 1993, to December 31, 1995, and shall continue in force from year to year thereafter unless in any year either Party shall furnish the other within a period of ninety (90) days before the date of its expiry, with notice of termination of, or proposed revision of, this Agreement. *

Duly executed by the Parties hereto at the City of Pembroke this 8th day of December, 1993.

On behalf of the Canadian Union
of Public Employees & Local 1247

Lawrence Vireb



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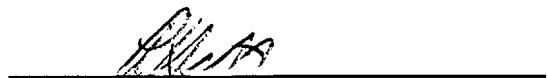
Joany Boldt



On behalf of the Renfrew County
Board of Education



Art Charbonneau



SCHEDULE "A"
WAGES AND CLASSIFICATIONS
EFFECTIVE JANUARY 1, 1993

<u>Group 1 (199 - 218 points)</u>	<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>
Cleaner Custodian	11.24	11.54	11.84
 <u>Group 2 (219 - 238 points)</u>	 <u>Start</u>	 <u>6 Months</u>	 <u>12 Months</u>
Pool Custodian Supply Custodian	11.85	12.15	12.45
 <u>Group 3 (239 - 258 points)</u>	 <u>Start</u>	 <u>6 Months</u>	 <u>12 Months</u>
Chief Custodian - Level 1 (No one supervised or works 20 or more hours per week and less than 40 hours per week)	12.47	12.77	13.07
 <u>Group 4 (259 - 278 points)</u>	 <u>Start</u>	 <u>6 Months</u>	 <u>12 Months</u>
Painter Truck Driver/Courier	13.08	13.38	13.68
 <u>Group 5 (279 - 298 points)</u>	 <u>Start</u>	 <u>6 Months</u>	 <u>12 Months</u>
General Maintenance Chief Custodian - Level 2 (Up to 40,000 sq. ft.)	13.70	14.00	14.30
 <u>Group 6 (299 - 318 points)</u>	 <u>Start</u>	 <u>6 Months</u>	 <u>12 Months</u>
Carpenter II Chief Custodian - Level 3 (40,000 to 80,000 sq. ft.)	14.32	14.62	14.92

<u>Group 7 (319 - 338 points)</u>	<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>
Carpenter I Chief Custodian - Level 4 (80,000 - 120,000 sq. ft.) Chief Custodian - Level 5 (over 120,000 sq. ft.)	14.93	15.23	15.53

<u>Group 8 (339 - 358 points)</u>	<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>
Leadhand Painter Millwright	15.55	15.85	16.15

<u>Group 9 (359 - 378 points)</u>	<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>
Plumber-Burner Mechanic Electrician Millwright Electrician	16.17	16.47	16.77

<u>Group 10 (379 - 398 points)</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>
Shop Foreperson	16.78	17.08	17.38

Apprentice

Year 1 - 55% of the applicable trade start rate

Year 2 - 65% of the applicable trade start rate

Year 3 - 75% of the applicable trade start rate

Year 4 - 85% of the applicable trade start rate

(In the above the applicable trade rate shall be one of the hourly rates set out in this Agreement and shall be rounded to the nearest cent.)

NOTE 1: Casual employees shall progress from one salary level to the next within a range of rates for a classification.

LETTER OF UNDERSTANDING

For July and August, 1993 to 1995, the Employer agrees to endeavour to provide summer hours (between 7:00 a.m. and 3:30 p.m.) for as many members of the Bargaining Unit as possible. The Union recognizes that throughout needs of the system must be met. The Union further recognizes that not all employees will be able to enjoy summer hours as a result of needs such as summer school, user groups, contractors, suppliers (the foregoing list is not all inclusive). The Union agrees that a shift change, that puts an employee on summer hours or takes an employee off summer hours, necessitated by Employer needs associated with site occupancy and/or access by contractors or suppliers will be given at least eighteen (18) hours notice and the Employer will endeavour to give twenty-four (24) hours notice (to the extent required by this the Union waives the requirements of Article 14.05).

Duly executed by the Parties hereto at the City of Pembroke this 8th day of December, 1993.

On behalf of the Canadian Union
of Public Employees & Local 1247

Laurence Neel

Norman Stone

Joan Boldt

[Signature]

On behalf of the Renfrew County
Board of Education

[Signature]

Art Charbonneau

Philly

MEMORANDUM OF AGREEMENT

The Renfrew County Board of Education and Local 1247 of the Canadian Union of Public Employees agree to the following:

1. The Employer shall not contract out any work usually performed by members of the Bargaining Unit if, as a direct result of such contracting out, a layoff of any employee other than a casual employee or a reduction in the regular hours of work immediately occurs from such contracting out.
2. This Memorandum of Agreement is effective from December 8, 1993 until December 31, 1995.
3. This Memorandum of Agreement is extinguished as of 11:59 p.m. on December 31, 1995.

Duly executed by the Parties hereto at the City of Pembroke this 8th day of December, 1993.

On behalf of the Canadian Union
of Public Employees & Local 1247

Severance Vach

James B. B. B.

Joan Boldt

[Signature]

On behalf of the Renfrew County
Board of Education

[Signature]

Art Charbonneau

[Signature]

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Duty executed by the Parties hereto at the City of Pembroke this 8th day of December, 1993.

On behalf of the Canadian Union
of Public Employees & Local 1247

Lawrence Neesh

Robert Stone

Joan Boldt

[Signature]

On behalf of the Renfrew County
Board of Education

[Signature]

Art Charbonneau

[Signature]

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On behalf **of** the Canadian Union
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Suzanne Vach

James F. Fure

Joan Boldt

[Signature]

On behalf **of** the Renfrew County
Board of Education

[Signature]

Art Charbonneau

[Signature]