

SOURCE	Company		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYÉS	CB		

COLLECTIVE AGREEMENT

BETWEEN

THE NIPISSING BOARD OF EDUCATION

Hereinafter referred to as the "Employer"

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND

ITS LOCAL 1165, C.L.C.

OF THE SECOND PART

- UNIT 2 -

CUSTODIANS AND MAINTENANCE EMPLOYEES

100 employees

**Effective April 1, 1996
to March 31, 1998**

1914(25)

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WITNESSETH: The parties hereto have agreed as follows:

ARTICLE 1 - PURPOSE

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

It is agreed by the parties hereto that every covenant, proviso and agreement shall ensure to the benefit of and be binding upon the parties hereto, and their successors and assigns, and that all covenants herein shall be construed as being joint and several and that when the context so requires or permits the singular number shall read as if the plural were expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

ARTICLE 2 - RECOGNITION

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees covered by Article No. 3 - Scope, in respect to hours of work, wages and all other conditions pertaining to the employees covered by the terms of this Agreement.

ARTICLE 3 - SCOPE

3.01 Application - This Agreement shall apply to all cases of employees employed by the Employer in the general field of custodial and maintenance, employed in its schools save and except Chief Custodians, Maintenance Supervisors and persons above the rank of Head Custodian, Maintenance Supervisor, persons regularly employed for not more than twenty-four **(24)** hours per week and students employed during the school vacation period.

3.02 Definition - Wherever the word "employee" is used in this Agreement, it shall be deemed to mean the employees as defined in Article 3.01 above.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.01 The Union acknowledges that it is the exclusive right and authority of the Employer:
- a) generally to manage and operate schools in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines, equipment to be used and allocation and number of employees required from time to time, and all other matters concerning the school's operations not otherwise specifically dealt with elsewhere in this Agreement.
 - b) to discharge employees for just cause subject to the use of the grievance procedure, to direct the working forces, to hire, promote, demote, transfer, lay-off, suspend or otherwise discipline employees for just cause.
 - c) to maintain order, discipline and efficiency; and to make and alter from time to time rules and regulations to be observed not inconsistent with the terms of this Agreement. The question as to whether a rule or regulation is inconsistent with the terms of this Agreement, may be the subject of a grievance.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 There shall be no discrimination by the Employer, the Union or any employee against any employee because of membership, or non-membership in any lawful Union or because of sex, race, colour, creed, age, marital status, nationality, ancestry, place of origin, sexual orientation, or political affiliation.

ARTICLE 6 - RESPONSIBILITIES OF EMPLOYEES

- 6.01 Operate Schools - The Union recognizes the statutory responsibility and rights of the Employer to establish, maintain and operate schools in accordance with the pertinent Statutes of the Dominion of Canada and the Province of Ontario, and all applicable regulations issued thereunder, and all employees of the Employer must be prepared at all times, wherever possible, to assist the Employer in discharging this right and responsibility.

- 6.02 Interpretation - This right and responsibility of the Employer requires that any dispute arising over the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable, shall be adjusted and settled in an orderly manner without interruption of the operation of the school system, therefore, the employees agree that if any differences with the Employer occur during the time period of this Agreement, the same will be dealt with under the Grievance Procedure set forth.
- 6.03 Change of Address - It shall be the responsibility of all employees to notify the Employer within five (5) days of any change of address or telephone number.
- 6.04 Union Activities - The Union shall not during working hours or on the Employer's premises, conduct Union activities except **as** expressly provided herein. The Union acknowledges that it is the right and privilege of any employee in the Bargaining Unit to become, refrain from becoming or ceasing to be a member of the Union.
- 6.05 Booking Off - An employee must give the Employer at least twenty-four **(24)** hours notice of his intention to "book off", subject to the approval of the Employer considering the efficient operation of the schools unless the absence is due to emergency or illness. In cases of emergency and **illness**, the employee shall inform the Employer that he is unable to complete his shift.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 Lockout - In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the Employer agrees that it will not cause or direct any lockout of the employees for the duration of this Agreement.
- 7.02 Strike - Neither the Union nor any of its officers or officials nor any employee is to cause, direct, counsel or consent to any strike or other collective or individual action on the part of the employees represented by the Union, and if such action should be taken by any one or more employees, the Union will instruct the employees to return to work and perform their usual duties and the employees shall return to work forthwith and resort to the Grievance Procedure established herein for the settlement of any grievance or complaint.

ARTICLE 8 UNION SECURITY

- 8.01 Dues Deduction - All employees in the Bargaining Unit who are paying Union dues, and all newly hired employees who have completed thirty (30) working days with the Employer shall have an amount equal to current monthly union dues deducted from their salaries as a condition of continued employment.
- 8.02 Remittance - Union dues deductions shall be made from the first pay in each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth day of the month following accompanied by a list of the names of persons who have ceased to be employees. At the time the deductions are forwarded to the Union, the Employer shall also provide the secretary-treasurer of the local Union with a list showing the average regular monthly wages paid to the members of the Bargaining Unit.
- 8.03 Dues Calculation - The Union will forward to the Employer in writing the amount of dues deduction to be made. Amendments to the current dues deduction shall be presented to the Employer in writing and will take effect in the month following the month the amendments were received by the Employer.
- 8.04 Employer Liability - The Union agrees to defend and hold the Employer completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Employer has acted wrongfully or illegally in making such dues deductions.

ARTICLE 9 GRIEVANCE PROCEDURE

- 9.01 Application - Where a difference arises between the parties hereto or between the employees 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, the matter shall be adjusted in the following manner:
- 9.02 Employees' Complaints and Grievances - It is agreed that an employee has no grievance until he has given his immediate supervisor an opportunity to adjust his complaint.
- Step No. 1 - The aggrieved employee(s) will submit the grievance to his Steward. If the employee's Steward is absent, he may submit his grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the Grievance Procedure, the Grievor shall have the right to be present.

Step No. 2 - If the Steward and/or the Grievance Committee consider the grievance to be justified, he/ they will first seek to settle the dispute with the employee's supervisor.

Step No. 3 - Failing satisfactory settlement within two (2) working days, exclusive of Saturdays, Sundays and Statutory Holidays, after the dispute was submitted under Step No. 2, the Chief Steward will submit to the Supervisor a written statement of the particulars of the grievance and the redress sought, The Supervisor shall render his decision within four **(4)** working days after receipt of such notice.

Step No. 4 - Failing settlement being reached in Step 3, the Grievance Committee will submit the written grievance to the Superintendent of Business, who shall render his decision within five (5) working days after receipt of such notice. If the Union or the Employer is not satisfied with the answer at Step No. 4, the matter may be referred within ten (10) working days by either party to Arbitration as set out in Article 10 herein.

- 9.03 **Policy Grievances** - Wherever a dispute arises directly between the parties as to the interpretation, application or alleged violation of this Agreement which does not fall into the category of an employee grievance, the matter may be initiated in writing by one party to the other at Step No. 4 of the Grievance Procedure.
- 9.04 **Discharge or Discipline Grievances** - In the case of a discharge or discipline grievance, the matter must be initiated by the aggrieved employee in writing within five (5) working days of the discharge or discipline at Step No. 3 of the Grievance Procedure.
- 9.05 **Grievance Committee** - The Union acknowledges that the members of the Committee and Stewards must continue to perform their regular duties and that all activities of the Committee and Stewards will be carried on outside the regular working hours of the members thereof unless mutually arranged and agreed with the Employer or its representative, as per Article 36.03.
- 9.06 **Probationary Employees** - It is agreed that the lay-off or dismissal of a probationary employee shall not be made the subject of a grievance.

- 9.07 Witnesses - At Steps 3 and 4 of the Grievance Procedure or at Arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises which may be relevant to the settlement of the grievance to view any working conditions.
- 9.08 Time Limits - The time limits fixed in the Grievance Procedure may be extended by mutual consent of the parties to this Agreement and time shall be of the essence of Articles 9 and 10 of this Agreement.
- 9.09 Enforcement - Grievance settlements at any stage of the Grievance Procedure shall be binding upon both parties and shall be subject to enforcement in the same manner as a decision under the Arbitration Procedure.
- 9.10 Authority - Discharge or discipline grievances may be settled by confirming the Employer's actions in dismissing or disciplining employees or by reinstating the employees with full, partial, or no compensation for time lost or by any other arrangement which is just and equitable in the opinion of the parties or of the Arbitrator.

ARTICLE 10 - ARBITRATION

- 10.01 Application - Any difference of opinion relating to interpretation, application or alleged violation of this Agreement, which cannot be settled after exhausting the Grievance Procedure shall be settled by Arbitration, as follows:
- 10.02 Arbitrator - The Employer and the Union shall choose a mutually agreeable Arbitrator who shall hear the Arbitration. Should the Employer and the Union fail within five (5) days to agree to an Arbitrator, either party may apply to the Minister of Labour for Ontario, requesting the appointment of an Arbitrator. The parties shall indicate to the Minister of Labour for Ontario the names of those persons whom they failed to agree upon and the Minister shall not appoint one of the persons so named. The decision of the Arbitrator shall be final and binding and enforceable on both parties and the parties shall jointly and equally bear the expenses of the Arbitrator and any costs of the place of hearing of such Arbitration if and when the necessity arises.
- 10.03 Powers of the Arbitrator - The Arbitrator shall not have the power to add to or subtract from or change the provisions of this Collective Agreement in any manner whatsoever or to deal with any matter not covered by this Agreement, nor shall the Arbitrator have the authority to award punitive damages of any kind whatsoever.

ARTICLE 11 - SENIORITY

11.01 Definition of Seniority - Seniority is a principle of granting preference to employees within the Bargaining Unit for promotion, demotion, transfer, lay-off and recall after lay-off, in accordance with the length of employment with the Employer and its predecessors. On, and after May 1, 1980, seniority shall be defined as length of service in the Bargaining Unit and shall be applied on a Bargaining Unit wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, lay-offs, recall, and as set out in other provisions of this Agreement.

11.02 Application of Seniority

- a) **All** cases of promotions in Unit 2 shall be made on the following basis: When in the judgement of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, the ability, knowledge, training, skill and physical fitness of the individual to fulfil the normal requirements of the job, and his capability for the job requirements are relatively equal as between two (2) or more employees, then their relative seniority ranking shall govern.
- b) **All** cases of transfers, lay-offs and recall after lay-off in Unit 2, seniority shall be the governing factor provided the senior employee is qualified to do the work.

11.03 Seniority Lists - Unit Seniority Lists shall be posted on the bulletin board upon the signing of this Agreement and yearly thereafter as of January 1 showing the seniority standing. Copies of the Seniority Lists will be supplied to the Union upon request. Upon posting of the Seniority Lists, employees shall have thirty (30) days in which to file complaints against their listed seniority standing and such complaint shall be processed under the Grievances Procedure. When such complaints are settled or if no complaints are filed, it is deemed that the Seniority Lists as posted or amended are correct.

11.04 Recall Procedure - All employees shall retain their seniority for a period of two (2) years after lay-off.

When employees are to be recalled by the Employer, they shall be notified by registered mail to their last place of residence recorded with the Employer and advised of the date their services will be required to commence. If they fail to advise of their intention to report to work on the day indicated within fifteen (15) working days after the mailing of such notice to return to work or fail to report for work on the date indicated after having advised the Employer of their intentions to report to **work**, the Employer shall be under no obligation to re-

employ them. An employee who has been given notice of recall may refuse to exercise such right without prejudicing his right to recall in the future if the position is of a temporary nature. Employees shall be recalled in the order of their seniority. New employees shall not be hired until those laid off have been given an opportunity of recall.

11.05 Break in Seniority - A break in seniority shall be deemed to have occurred if an individual employed by the Employer:

- a) resigns in writing and does not withdraw within two (2) working days;
- b) is discharged for just cause and is not reinstated;
- c) fails to return to work after the completion of a leave of absence which may have been granted by the Employer, except where the reason is acceptable to the Employer;
- d) fails to return to work on being sent a recall notice as per Clause 11.04;
- e) utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted;
- f) is laid off for a period of longer than two (2) years;
- g) is absent from work without permission for three (3) or more consecutive working days;
- h) engages in gainful employment while on a leave of absence. This clause shall not apply where the employee is engaged in full time employment with the certified bargaining agent of the Employer;
- i) is absent from work due to legitimate illness, compensable or non-compensable injury, for more than two (2) years,

11.06 Probationary Employees - New employees shall be considered probationary employees until they have performed service for five (5) months with the Employer. If, however, in the opinion of the Employer, the employee had completed his probationary period prior to this time, the Employer may shorten the probationary period, provided that the Union and the employee are so informed in writing. Upon mutual agreement with the Union, the probationary period may be extended up to a further five (5) months of service with the Employer. If the employee is retained beyond the shortened, regular or extended probationary period, as the case may be, seniority shall date from the most recent hiring date with the Employer. During the probationary period, employees shall be entitled to all rights and privileges of this contract.

- 11.07 For the purpose of this Article, the following shall be considered within Unit 2 (custodial and maintenance employees).
- 11.08 Transfers In and Out of Unit - If the employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns to the Bargaining Unit he shall be placed in a job consistent with his seniority. Such return shall not result in a lay-off or "bumping" of an employee holding greater seniority.
- 11.09 Definition of Lay-Off - A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

ARTICLE 12 - JOB POSTING

12.01 New Jobs and Vacancies

- a) When new jobs are created and vacancies occur falling within those jobs included in the description of the Bargaining Units, which the Employer requires to be filled, they shall be posted by the Employer on the bulletin board in the Unit concerned for ten (10) days except for 2nd and subsequent posting which shall be posted for five (5) working days, and a copy of same shall be mailed to each school principal and recording secretary of the Union for posting in each school where applicable. Applications shall be limited to those employees in the Units concerned and applicants must apply in writing to the officer indicated on the posting. When such jobs are created and such vacancies occur, the provisions of Section 11.02 and 21.03 shall apply.
- b) All temporary vacancies that exceed thirty (30) days shall be posted in accordance with Clause 12.01(a) above. Regular employees filling temporary vacancies shall, upon completion, revert to his former position, place of work, classification and wage held immediately preceding the assignment to the temporary position.

- 12.02 Successful Applicant - The name of the successful applicant will be announced forthwith and the Unit Vice-president with the Employer, the President of the Union and unsuccessful applicants shall also be notified of the successful candidate in writing. Where there are no successful applicants, an employee may be hired from outside the Bargaining Unit. The Employer shall not be prevented from temporarily filling any position. The Employer shall make every reasonable effort to notify employees of subsequent vacancies.

- 12.03 Information in Posting - Such notice shall be without reference to shift and shall contain the following information: nature of positions, classification, location, qualifications, required knowledge, education skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state: "This position is open to male and female applicants."
- 12.04 Trial Period - The successful applicant shall be notified within one week following the end of the posting period. He/she shall be placed on trial for a period of two months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate without loss of seniority,

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 Union Leave - Upon request of the Union made at least two (2) weeks in advance, leave of absence without pay and without loss of seniority, subject to Article 13.03 shall be granted to an employee to attend Union Conventions or other Union functions, provided that no more than one employee per department be absent at the same time. For each employee affected, leave of absence shall be limited to two (2) occasions, with a total of ten (10) working days in each calendar year. In the event that an employee of the Employer shall be the President of the Local Union, he shall be granted an additional ten (10) working days.
- 13.02 Other Leave - The Employer may grant leave of absence without pay to an employee requesting leave of absence if the granting of such leave is justified, having regard to the reason for such request and the requirements of the job.
- 13.03 Seniority - In all cases of absence which may have been granted for a period of over twenty-five (25) working days, an employee shall not accumulate seniority but the seniority standing shall be the same as it was at the time of granting of such leave of absence.

13.04 Requests for Leave - Any leave of absence requested by an employee shall be referred to the Superintendent of Business in writing through the employee's immediate supervisor and such leave of absence will be granted within the sole and uncontrolled discretion of the Superintendent of Business and shall be without pay except in the following circumstances:

- 1) where an employee is writing examinations and such examinations are written in conjunction with improvement of his qualifications or professional standings;
- 2) where an employee is attending his or her own graduation exercises or where a member of the staff is attending the graduation exercises of a wife, husband, son or daughter;
- 3) where an employee is attending the funeral of a member of his family;
 - i) in the case of immediate family, as defined in Section 4(i) below, a leave of absence without deduction of salary or sick leave credit up to a maximum of three (3) consecutive days in this area and up to a maximum of five (5) consecutive days if travel is necessary.
 - ii) in the case of member outside the immediate family, as defined in Section 4(ii) below, one (1) day if in this area and up to a maximum of three (3) consecutive days if travel is necessary.
- 4) Definition of "Immediate" and "Outside Immediate Family"
 - i) Immediate Family - parents, parents-in-law, husband, wife, children, sons-in-law, daughters-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren. However, there may be exceptional situations where other relatives have been as close to the person as any of these, especially where they live in the same house as the employee. In the case of such a relative, the employee may be granted leave, subject to the approval of the Superintendent of Business.
 - ii) Outside Immediate Family - Aunts, uncles.
- 5) Each eligible employee shall be allowed leave of absence without deduction of salary or sick leave credit when required to serve on a jury or subpoenaed as a witness.
- 6) Each eligible employee shall be allowed leave of absence without deduction of salary or sick leave credit when absent from duty when,

because of exposure to a communicable disease, he is quarantined or otherwise prevented by order of the Medical Health authorities from attending upon his duties.

- 7) A special leave is granted for special emergencies in the family as a result of which the employee is required to be away from school. It is to be established that every reasonable effort has been made to take care of the situation by other means. Generally speaking, such an emergency will not necessitate the employee being away from school for more than half of a whole day.

13.05 Maternity/Parental Leave - Maternity Leave up to a maximum of twelve (12) months shall be granted without pay, the commencement of which shall be mutually agreed upon by the Employer and the employee.

- a) Seniority continues to accrue during Maternity Leave or Parental Leave.
- b) During Maternity Leave or Parental Leave, an employee continues to participate in each benefit plan to which the employee participated prior to the Leave, unless the employee elects in writing not to **do** so.
- c) During an employee's Maternity Leave the Employer shall continue to make the Employer's contributions to any benefit for which the employee has requested in writing, to a maximum of 17 weeks.
- d) During an employee's Parental Leave the Employer shall continue to make the Employer's contributions to any benefit for which the employee has requested in writing to continue, to a maximum of 18 weeks.
- e) The employee has the option to continue participation in the benefits by paying full cost of premiums, monthly, in advance, after the expiry of a Maternity Leave or Parental Leave in accordance to clause (c) and/or (d) above.

13.06 Recall After Maternity Leave - An employee who intends to return to her Employer at the end of the leave of absence shall advise the Employer, and on her return shall be reinstated to her position or alternate work of a comparative nature, at no less than her wages at the time the leave of absence began.

ARTICLE 14 - SICK LEAVE

14.01 All employees covered by this Agreement shall be entitled to and subject to all conditions and provisions set out in the Sick Leave Credit System as per

Schedule "A" attached and forming part of this Agreement.

ARTICLE 15 - ANNUAL VACATIONS

15.01 Less Than One Year - Employees who have less than one (1) year's service with the Employer, shall be granted vacations on the basis of 1 1/4 days with pay for each month or major fraction thereof of service prior to June 30, but not to exceed a total of fifteen (15) working days.

15.02 One Year and Over - Employees who have completed one (1) year's service with the Employer as of June 30, shall be granted three (3) weeks vacation with pay.

15.03 Over Nine Years - Employees who will have completed the following years of service with the Employer as of December 31 shall be granted annual vacation with pay according to the following schedule:

<u>Years of Service</u> <u>As of December 31</u>	<u>Annual Vacation</u>
9 years	20 working days
15 years	25 working days
25 years	30 working days

15.04 Termination - Subject to the provisions of 16.01 an employee leaving the service of the Employer at any time in his vacation year before he has had his vacation, shall be entitled to vacation with pay pro-rated in accordance with the provisions of this Article.

15.05 Vacation Time - An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer. The Employer will make every reasonable effort to grant an employee his vacation when specified by the employee. Preference in choice of vacation time shall be given to employees with a greater length of continuous service.

15.06 Paid Holidays - Should any of the holidays provided for in Article 23, Paid Holidays, fall during an employee's vacation period, then such employee shall be entitled to any extra day's vacation with **pay**.

- 15.07 Service - For the purpose of this Article, service shall not include any periods of absence greater than twenty-five (25) working days where the employee receives no pay or is compensated by an insurance plan and where periods of absence greater than twenty-five (25) working days occur during the vacation year, the employee's annual vacation with pay shall be pro-rated in accordance with the full periods of absence.
- 15.08 Approved Leave of Absence During Vacation - Where an employee qualifies for sick leave other than casual sick leave, bereavement for immediate family members; parents, spouse, children, brothers and sisters or any other approved leave during his period of vacation, there shall, upon submission of evidence acceptable to the Employer, be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed upon between the employee concerned and the Employer.

ARTICLE 16 - TERMINATION OF EMPLOYMENT

- 16.01 Notice by Employees - An employee may resign on giving the Employer fifteen (15) days previous notice. Where an employee is dismissed for just cause or fails to comply with this Article, such employee shall not be entitled to vacation pay credits other than those provided by the Employment Standards Act.
- 16.02 Notice by Employer - The Employer shall notify employees, who are to be laid off, thirty (30) calendar days before the lay-off is to be effective except where employment is on a seasonal basis, or when an employee is hired to replace an employee on L.T.D. or Maternity Leave or other long term leave in which case seven (7) calendar days notice shall be given unless legislation is more favourable to the employee. If the employee laid off has not had the opportunity to work the applicable number of days after notice of lay-off, he shall be paid in lieu of work for the applicable number of days during which work was not available.

ARTICLE 17 - RETIREMENT AGE

- 17.01 Retirement and Partial Disability - The normal retirement date shall be June 30 immediately following the employee's 65th birthday. An employee who becomes physically and/or mentally handicapped prior to reaching retirement age may be continued to be employed by the Employer at an occupation and at a rate of pay covered under this Agreement, which takes under consideration the ability and physical and mental condition of such employee.

ARTICLE 18 - HEALTH EXAMINATION

- 18.01 When required by the Employer, the employees will submit to a medical examination, stool examination and/or culture, including laboratory tests, x-rays, inoculations and vaccinations, it being understood that the expense of such shall be borne by the Employer and without limiting the generality of the foregoing, the employees agree to submit to any examination required from time to time by the Public Health Act, R.S.O. 1970, Chapter 377, and amendments thereto and/or regulations passed thereunder. Employees will be paid for all loss of time in complying with the requirements of this clause.

ARTICLE 19 - PENSION PLAN

- 19.01 The Employer and the Union agree that it shall be mandatory for each employee to participate in the O.M.E.R.S. Retirement System Pension Plan in accordance with the provisions of the plan.

ARTICLE 20 - CHANGING SHIFTS

- 20.01 Notice by Employees - Employees must give the Employer in writing at least twenty-four (24) hours notice of intention to change shift together with an understanding signed by an employee willing to exchange such shift and subject to the approval of the Administration. In any event, it is understood that such change in shift indicated by the employee and approved by the Administration should not result in overtime compensation or payment,
- 20.02 Notice by Employer - The Employer shall give the employees twenty-four (24) hours notice when changing their shifts wherever practicable and except in cases of emergency.

ARTICLE 21 - HOURS OF WORK

- 21.01 Regular Hours - The regular hours of work for all employees shall consist of five (5) consecutive eight-hour days for a total of forty (40) hours per week.

Except as hereafter provided, the hours of work shall be:

Custodians - Secondary SchoolsHours - 8 hours per day

Shifts -Days 7:00 hrs to 15:00 hrs
 or
 7:30 hrs to 15:30 hrs
 or
 8:00 hrs to 16:00 hrs

 -Evenings 15:00 hrs to 23:00 hrs
 or
 15:30 hrs to 23:30 hrs
 or
 16:00 hrs to 24:00 hrs

 -Nights 23:00 hrs to 7:00 hrs
 or
 24:00 hrs to 8:00 hrs

Custodians - Elementary SchoolsHours - The hours of **work** in Elementary Schools (Kindergartento Grade **8**) will be eight (8) hours per day.

Shifts -Days 7:00 hrs to 15:00 hrs
 or
 7:30 hrs to 15:30 hrs
 or
 8:00 hrs to 16:00 hrs

 -Evenings 15:00 hrs to 23:00 hrs
 or
 15:30 hrs to 23:30 hrs
 or
 16:00 hrs to 24:00 hrs

Maintenance EmployeesHours - The hours of work for Maintenance employees will be eight (8 hours per day.

Shift - Days 8:00 hrs to 16:00 hrs
 or
 15:00 hrs to 23:00 hrs, (not as a regular shift but only when necessary).

During the period from July 1 to August 20, the employees shall have the option to select a four (4) day work week consisting of ten (10) hours per day between the hours of 7:30 hrs and 17:30 hrs.

The Employer agrees to assign as much as possible the working days from Monday to Thursday of each week and where deemed appropriate from Tuesday to Friday of each week, Employees will indicate to the Employer the preference of summer work week on or before June 1 of each year and once assigned, the summer work week for each employee shall not be subject to changes unless mutually agreed to. For all other provisions of this Collective Agreement, the summer work week herein provided shall be deemed to be equivalent to the regular work week as specified in Article 21.01.

- 21.02 Days Off - The Employer undertakes to use its best efforts consistent with proper management to ensure that days off will be taken consecutively.
- 21.03 Preference of Shifts - On a general lay-off, job posting or transfer, the employee's seniority, as defined in Section 11.01 shall apply for selecting the shift of his choice.
- 21.04 Call Back Guarantee - An employee who is called back to work outside his regular working hours shall be paid for a minimum of three(3) hours at overtime rate.

ARTICLE 22 - OVERTIME

- 22.01
- a) Employees shall be paid for all work performed at the request of the Employer, in excess of the regular daily and weekly working hours at the rate of time and one-half (1 1/2) of the employee's regular rate of pay per hour. Sunday overtime work shall be paid at the rate of double time the employee's regular rate of pay per hour.
 - b) The Employer will make every reasonable effort to divide the overtime and call back time equally among employees who are willing and qualified to perform the available **work**.
 - c) Time off in Lieu of Overtime - instead of cash payment for overtime, an employee may choose to receive time off at the equivalent overtime rate at a time mutually agreed upon by the Employer and the employee.
- 22.02 No employee shall be required to lay-off during regular working hours in order to equalize any overtime worked unless requested by the employee.

ARTICLE 23 - PAID HOLIDAYS

23.01 Definitions - All employees within the scope of this Agreement shall be paid a normal day's **pay** at the regular rate for each of the following paid holidays.

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

January 2 - unless it is a teaching day in which case the paid holiday shall be the last working day prior to January 1.

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

One (1) floating day to be taken at a time mutually agreeable to the employee and Employer,

One paid holiday during the "Christmas Break" period as mutually agreed upon between the employee and the Employer,

23.02 Holidays On Day Off - Should any of the above paid holidays fall on an employee's regular day off, he shall be granted the day off with pay in lieu thereof on a day to be mutually agreed upon by the Employer and the employee.

23.03 Holidays on Sunday - In the event that any of the above mentioned holidays fall on a Sunday, the day substituted by the Federal Government shall be observed.

23.04 Pay For Working Holidays - All employees working on the above mentioned holidays shall be paid time and one-half (1 1/2) their regular rate of pay in addition to pay for the holiday,

23.05 In order to qualify for any of the above paid holidays or have a day off in lieu thereof, an employee is required to work his one full scheduled shift immediately before and following the holiday.

23.06 Absence - Where an employee is absent because of sickness or accident other than 'on paid compensation, such employee shall be paid for paid holidays that occur during the time that he is entitled to and is receiving sick leave credits.

ARTICLE 24 - LATENESS

24.01 The following schedule for lateness shall apply:

5 - 15 minutes late	-1/4 hour deduction
16 - 30 minutes late	-1/2 hour deduction
31 - 60 minutes late	-1 hour deduction

ARTICLE 25 - RELIEVING IN OTHER GRADES

25.01 Higher Rating - When an employee is detailed to relieve in a position of higher rating for one (1) day or more, he shall receive for the full period of relief, an increase equal to one (1) increment above the rate he is presently receiving or the starting rate of such higher position, whichever is greater, and in no instance may an employee receive a rate which is greater than the maximum rate for each classification. If a paid holiday occurs during this period of relief, it shall be considered to be one (1) shift. The employee, when relieving outside the Bargaining Unit, shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.

25.02 Lower Rating - When an employee is detailed to relieve in a position of lower rating, he shall maintain his regular rate of pay while so assigned.

ARTICLE 26 - ORDERS AND DIRECTIVES

26.01 Employees shall normally only receive and accept orders, directives, etc., issued by their immediate supervisor, or an accredited representative of the Employer above the rank of such supervisor, whose duties place him directly in charge of the employees concerned. For the purpose of this Article, an accredited representative of the Employer will be the principal or his designee.

ARTICLE 27 - EMPLOYEE BENEFITS

27.01 For all employees participating, the Employer agrees to contribute:

- a) 100% of the billed premium for the single or family rate Ontario Health Insurance Plan and 100% of the billed premium of the basic single or family rate of the Group Life Insurance Plan and Accidental Death & Dismemberment Plans.

- b) 100% of the billed premium for the single or family rate for the Blue Cross Extended Health Care (or equivalent), thirty-five cents (\$0.35) Drug Plan and Vision Care \$150/12 months and subject to acceptance by the insurer, for all employees and their dependents.

100% of the billed premium of Dental Plan #7 (or equivalent) plus riders 1 & 2 (current O.D.A. During the term of this Agreement the Employer shall update O.D.A. schedule of fees to the current fee schedule) subject to acceptance by the insurer, with provision that the employee's portion of the current U.I.C. premium rebate will be used to offset the Employer's contribution.

- c) 75% of the billed premium of the Board's long term disability plan for Custodians and Maintenance employees,

27.02 Continuation of Employee Benefits After Retirement

- a) An employee who retires from the Board prior to age 65 may retain membership in any of the group benefit plans to which he belongs at the time of retirement until he attains the age 65.
- b) The retired employee shall pay the full premium costs to maintain his participation and coverage to the extent that the plans permit,
- c) Such coverage shall be at the prevailing board rate and paid for by the employee as long as there is no increase in the group premium rate to the Board.

ARTICLE 28 - PRINTING OF AGREEMENT

- 28.01 The Employer and the Union agree that every affected employee will receive a copy of the Collective Agreement as soon as possible after the signing of the Agreement and that the Agreement be printed on Board equipment and any cost be paid by the Board.

ARTICLE 29 - VEHICLE ALLOWANCE

- 29.01 Maintenance Department Employees - Mileage Allowance - When a Maintenance Department employee utilizes his personal vehicle at the request of the Employer in order to carry out the business of the Employer, he shall receive a vehicle allowance of the current Board rate plus 4.5 cents per kilometre.
- 29.02 Maintenance Department Employees - Monthly Allowance - When one of the following Maintenance Department employees utilizes his personal vehicle on a regular daily basis, he shall receive a monthly allowance of fifty dollars (\$50.00) in addition to the mileage allowance provided under 29.01 - Plumber, Electrician, Masonry Finisher.
- 29.03 Other Employees - An employee other than a Maintenance Department employee utilizing his personal vehicle at the request of the Employer in order to carry out the business of the Employer, shall receive a vehicle allowance at the current Board rate paid to other employees while on the Employer's business.
- 29.04 With the exception of Article 29.02, no employee shall be required, as a condition of employment, to utilize his own personal vehicle in order to carry out Board business.

ARTICLE 30 - PAY DAYS

- 30.01 The Employer shall pay salaries and wages every second Friday in accordance with Schedule "B" attached hereto and forming part of this Agreement, On each pay day, each employee shall be provided with an itemized statement of his wages and deductions. Should a holiday occur on pay day, then the preceding day shall be deemed to be pay day for the purpose of this Agreement.

ARTICLE 31 - POSTING OF NOTICES

- 31.01 The Employer agrees that the Union shall have the right to post notices of meetings and such other notices that may be of interest to the employees concerned in such locations as may be mutually agreed by the Employer and Union. Such notices shall be submitted to the Employer for approval before posting and the number of days of posting shall be clearly shown on all such notices.

ARTICLE 32 - GENERAL**32.01** Injury

- a) An employee who is injured during working hours and is required to leave for treatment, or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave, provided that a doctor or nurse states that the employee is unfit for further work on that shift.
- b) Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Board.

32.02 English Language - All proceedings under this Collective Agreement will be conducted in the English language. However, an employee may be represented in the other official language if feasible,

32.03 Falsification - Falsification of any information required by the Employer may result in the dismissal or other disciplinary action at the discretion of the Employer.

32.04 Retroactivity Pay - All employees who are on payroll as of this date or who have retired or quit with proper notice since May 1, 1991, shall be entitled to retroactivity on items in Schedule "B" only in lieu of all other forms of retroactivity.

32.05 Tuition Fee Support for Non-Teaching Employees - Where a non-teaching employee participates in a course approved by the Superintendent of Business Affairs, the Board will pay two-thirds of the tuition fee at the beginning of the course and one-third of the tuition fee upon successful completion of the course (213-73).

32.06 Health and Safety - When required by the Occupational Health and Safety Act or the Employer, the Employer shall provide safety glasses, safety helmets and safety masks and an allowance of \$75.00 for custodians and \$75.00 for maintenance employees for approved safety footwear per year. Such safety equipment shall be worn by the employees concerned as required by said Act. The Employer will provide M1 and M2 classifications, when necessary, safety prescription glasses once per year.

32.07 Employment Performance Review and Employee Files - When a formal review of an employee's performance is made, the employee shall be given an opportunity to sign the review form in question to indicate that its contents

have been read and explained.

The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

ARTICLE 33 - RULES AND REGULATIONS

33.01 The Employer, in establishing rules and regulations not inconsistent with this Agreement applicable to the employees, shall communicate same to the employees either by posting same on the bulletin board, or by supplying the employees with a written copy of same and copies of rules and regulations and amendments thereto, shall be forwarded to the Union prior to implementation by the Employer.

ARTICLE 34 - SCHEDULES

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

Schedule "A" - Sick Leave Credit Plan
Schedule "B" - Classification and Wage Rates

ARTICLE 35 - VALIDITY OF AGREEMENT

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

ARTICLE 36 - COMMITTEES AND STEWARDS

36.01 Negotiating committee - The Employer shall recognize the Union Negotiating Committee composed of not more than ~~six~~ (6) employees, all of whom would be, wherever possible, from different departments. The employees who are members of the Negotiating Committee will be given time off without pay to negotiate new or revised Collective Agreements. Such Negotiating Committee members must have completed their probationary period with the Employer.

- 36.02 Notification - The Union shall notify the Employer in writing of the name of the Stewards, the Grievance Committee members and Negotiating Committee members and from time to time will notify the Employer of any changes and only the Stewards, Grievance Committee members and Negotiating Committee members thus named shall be recognized by the Employer.
- 36.03 Permission - Union Stewards and members of Committees must obtain permission from their immediate supervisor before absenting themselves from their place of duty in order to deal with grievances or other Union business connected with the Agreement. Such persons shall not be unreasonably refused having regard to the efficiency of operations of the Employer. The Employer shall not make any wage deductions from Union Stewards or Committee members other than Negotiating members for time so spent at joint meetings. Leaves of absence which are granted to Negotiating Committee members shall be without pay.

ARTICLE 37 - CONTRACTING OUT

- 37.01 In order to provide job security for members of the Bargaining Unit, no employee in the Bargaining Unit shall be laid off or demoted as a direct result of the contracting out of work normally and regularly performed by the employees in the Bargaining Unit.

ARTICLE 38 - TERM OF AGREEMENT


- 38.01 Term - This Agreement shall be in effect from April 1, 1996, and shall remain in effect until the 31st day of March 1998, and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement as set forth in paragraph 2 of this Article, then it shall continue in effect for a further year without change and so on from year to year thereafter.
- 38.02 Notice of Amendment - Notice that amendments are requested or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement, or any anniversary date of such expiration date.
- 38.03 Meeting - If a notice of amendments or termination is given by either party, the parties shall meet for the purpose of negotiations at the earliest mutually agreeable date prior to the expiration date of this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this *2nd* day of *June*, 1997.


SIGNED ON BEHALF OF:


NIPISSING BOARD OF EDUCATION

CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 1165 CLC


CHAIRMAN


PRESIDENT


DIRECTOR OF EDUCATION


RECORDING SECRETARY


SUPT. OF BUSINESS AFFAIRS


REPRESENTATIVE

SCHEDULE "A"CUMULATIVE SICK LEAVE PLANGENERAL

1. Pursuant to "Section 155 of the Education Act", a sick leave credit system is hereby established for every employee eligible under Section 6 hereof, and administration of the system shall be vested in the Superintendent of Business.
2. The Superintendent of Business shall have power to do and perform all things necessary for the conduct of the Sick Leave credit system, including the power, subject to Article 9, to allow or disallow any sick leave credit or deduction therefrom, under this system.
3. The Superintendent of Business shall keep a register or registers in which shall be entered the credits, the accumulated credits and the deduction therefrom.
4. In case of dispute with respect to credits or deductions therefrom under this system, Article 9 shall apply.
5. In this plan, "Board" shall mean the Nipissing Board of Education.
6. ELIGIBLE EMPLOYEES - The classes of employees covered under this sick leave system shall be all salaried employees of the Board on the permanent or probationary staff.

NOTE: Occasional employees are excluded from this plan.

7. SICK LEAVE CREDIT AND ACCUMULATION

- a) The accumulation of leave for sickness or physical disability for all employees shall be calculated as follows:

During each year an employee shall be allowed two days per month for a total of twenty-four (24) days, and for the purpose of the plan shall be credited annually with one hundred percent (100%) of the unused portion of the twenty-four (24) days. A fraction of a day, other than one-half, shall be taken to the nearest day.

- b) Where the employee commences employment after September 1 in any year for the purpose of subsection (a) hereof, the twenty-four (24) days per year shall be prorated.

- c) Sick Leave Credits are based on a working year of twelve (12) months.
8. RECORDING - At the commencement of employment and at the beginning of each working year (September 1), the employee's sick leave account shall **be** credited with the total current year's sick leave allowance at the stated rate per normal working month, and each employee shall receive a statement showing his accumulated credits (all expended sick leave credits to date) plus the allowance of the current year,
9. When an employee of another Board which has established a sick leave credit plan under the Municipal Act, or similar legislation, becomes an employee of this Board on or after the effective date of this plan, September 1, 1969, he or she shall be entitled to have placed to his or her credit, the sick leave credits standing to his or her credit in the plan of the Board by which he or she was previously employed, up to the ceiling allowed by this Board.
10. No transfer into the sick leave credit plan of this Board shall be made if the employee receives from the previous Employer, a service gratuity or other allowance paid in respect of accumulated sick leave.
11. DEDUCTIONS
- a) Absence for illness of the employee for a period of five (5) working days or less may be certified by the official of the Board in charge of the appropriate department. Absence over five (5) working days must be certified by a qualified medical or dental practitioner.
- b) Notwithstanding paragraph a) above, the Board may require an employee to submit the certificate required thereunder for a period of less than five (5) consecutive working days.
- c) Deductions shall be made from the employee's sick leave credit for those days the employee was scheduled to work and did not **work** because of illness. **No** salary payment shall be made to the employee for absence beyond the number of days to his credit in the sick leave plan.
- d) Absence because of pregnancy is excluded from this plan.
- e) If the employee submits a resignation effective earlier than the last day of the working year, deduction shall be made from the employee's sick leave credit for the remaining months of the year at the stated rate of allowance per month.
12. ABSENCE WHILE UNDER WORKERS' COMPENSATION

Under the Workers' Compensation Act, this Board provides protection for its

employees by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under this cumulative sick leave plan, this Board will augment the compensation award so that full salary will be paid up to the cash value of the number of days accumulated, after which the employee shall receive only the compensation award.

13. RETIREMENT GRATUITY

- 1) Each employee retiring on account of age or health, or to accept superannuation shall be paid an allowance based on accumulated sick leave credits, number of years service with this Board and the annual salary at the time of retirement in accordance with the following formula:

$$G = \frac{N}{250} \times Y \times \frac{4}{100} \times S$$

G = Retirement Gratuity

N = Number of days of accumulated sick leave, which cannot exceed two hundred and fifty (250) for purposes of this calculation.

Y = Number of full years of continuous service with this Board.

S = Annual salary at retirement.

- 2) This retirement allowance may not exceed fifty percent (50%) of the annual salary at the time of retirement.
- 3) The allowance shall be paid in a lump sum within one (1) year of the date of retirement, at the option of the employee.
- 4) In the event of the death of an employee prior to retirement, the allowance accrued in accordance with the above formula shall be paid to the employee's estate within one (1) year of the time of death, according to the instruction of the executors of the estate.

SCHEDULE "B"**CLASSIFICATION AND WAGE RATES**

- NOTE:
- 1) In schools with open areas, each teaching area for a full class of students will be considered to be equivalent of a classroom.
 - 2) Custodians (except part-time) will be paid an additional two hundred dollars (\$200) per annum for holding a fourth class engineer's certificate.
 - 3) Shift Premium
A shift premium of sixty cents (\$.60) per hour shall be paid to all employees when they work the evening shift or the night shift Monday to Friday or any shift on Saturday or Sunday.
 - 4) Split Shift
An allowance for split shift, where the split is at least one and one-half (1 1/2) hours, shall be paid at the rate of \$6.12 per split shift.

SALARY SCHEDULE**UNIT 2****CUSTODIANS AND MAINTENANCE**

JOB CLASS	ANNUAL	OK
SC1-CE1		
0 months	\$28,980	\$20.90
12 months	30,033	21.66
18 months	31,081	22.41
SC2-CE4		
0 months	\$30,705	\$22.14
12 months	31,805	22.94
18 months	32,913	23.74
M1	\$37,160	\$26.80
M2	\$32,590	\$23.50