

0820107

TERM - 1996 MAY 01 to 1998 JUNE 30

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 190

- and -

THE BOARD OF EDUCATION
FOR THE CITY OF LONDON

between

AGREEMENT

The Board of Education for the City of London



SP	NO MORE EMPLOYEES
322	NO. OF EMPLOYEES
98 06 30	TERM
96 05 01	EFF.
B.L.	SOURCE

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THIS AGREEMENT made

B E T W E E N :

THE BOARD OF EDUCATION

FOR THE CITY OF LONDON

(hereinafter called "the Employer")

of the FIRST PART

- and -

CANADIAN UNION OF PUBLIC

EMPLOYEES AND ITS LOCAL 190

(hereinafter called "the Union")

of the SECOND PART

ARTICLE 1 • RECOGNITION

1.1 Full-Time Bargaining Unit

The Employer recognizes the Union as the exclusive bargaining agent of all its employees coming under the supervision of the Manager, Custodial Services save and except the following:-

Supervisors and Assistant Supervisors,
Custodial Services
Persons above the rank of Supervisor and
Assistant Supervisor, Custodial Services
Casual or Temporary Employees, that is,
personnel hired on a temporary basis for a
period not in excess of 90 days in any 12
month period
Persons regularly employed for 24 hours or
less per week.

1.2 **Part-Time** Bargaining Unit

The Employer recognizes the Union as the exclusive bargaining agent of all its employees coming under supervision of the Manager, Custodial Services, who are regularly employed for **twenty-four** hours or less per week, save and except the following:-

Supervisors and Assistant Supervisor,
Custodial Services
Persons above the rank of Supervisor and
Assistant Supervisor, Custodial Services
Casual or Temporary Employees, that is,
personnel hired on a temporary basis for a
period not in excess of 90 days in any 12
month period

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ARTICLE 2 - PERFORMANCE OF WORK

- 2.1** Persons who are not in the bargaining unit shall not regularly perform any work which is normally done by employees in the bargaining unit except under any of the following conditions:-
- (a) for purposes of experimenting or demonstrating,
 - (b) for purposes of instructing employees in the bargaining unit,
 - (c) in cases of emergency or unusual circumstances where sufficient employees in the bargaining unit are not immediately available or where work is performed by an employee of the Maintenance Department in connection with the employee's duties,
 - (d) where the work is performed by an employee of a contractor in necessary clean-up resulting from repairs, alterations or additions to any of the Board's property.
- 2.2** Nothing contained in this Agreement shall prohibit the Employer from employing personnel from time to time as security guards.
- 2.3** The Employer may make such provisions as it deems expedient to provide training in custodial and building service work to students enrolling in any relevant course of study; provided that no employee in the bargaining unit shall be laid off work as a result of such training. Downsizing of the employer's operation shall not be accomplished by use of students in training.
- 2.4** Custodial work in any portion of new schools built, amalgamated or purchased, additional to those in Schedule "B", occupied for Board of Education programs shall be performed by members of the bargaining unit except in areas rented or leased by the Board to a third party or by the Board from a third party.

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2.5 Unless legislation mandates, work fare participants will not replace existing members of the bargaining unit.

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ARTICLE 3 - MANAGEMENT'S FUNCTIONS

- 3.1** The management of the operations of the Employer and the direction of its employees shall continue to be vested in the Employer including, without limiting the generality of the foregoing, the right to hire, discharge, transfer, promote, demote and discipline employees, subject to the terms of this Agreement and the right of the Union and/or the employee concerned to lodge a grievance in the manner herein provided.

ARTICLE 4 - NO DISCRIMINATION

- 4.1** The parties agree that an employee shall pursue an allegation of a violation of the Ontario Human Rights Code in accordance with the Board policy and exhaust such procedure before having recourse to the procedures available under the Code. Any resolution or settlement arrived at under the Board policy shall be deemed to be a binding settlement for the purposes of the Code. In the event that a settlement is not reached while the matter is being dealt with under the Board policy, it is understood that should the employee wish to pursue the matter further, such employee must do so in accordance with the Code and not under the Grievance and Arbitration Procedure in this Agreement.

ARTICLE 5 - UNION SECURITY

- 5.1** Each employee in the bargaining unit shall upon attaining seniority under Article 9, and as a condition of employment, become and remain a member of the Union.

The parties agree that the Employer will distribute to each new employee, at the time of hiring, a copy of the current Collective Agreement, the Employee Benefit Booklet, and the Local Union Constitution and Bylaws.

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ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.1 On the first pay of the month the Employer will deduct from the pay of each employee who is covered by this Agreement and who has attained seniority an amount equal to his/her regular monthly Union dues, The Union shall notify the Employer in writing of the amount of such dues from time to time.
- 6.2 All dues so deducted shall be remitted to the Treasurer of the Union not later than the 5th day of the month following the month in which such deductions are made together with a list in duplicate of the names of all employees from whose pay dues were so deducted. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

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ARTICLE 7 - UNION REPRESENTATION

7.1 Subject to Article 7.2, the Employer will recognize the following committees of employees for the respective purposes shown:-

The Bargaining Committee - consisting of not more than five employees plus one alternate for the purpose of negotiating this Agreement and its renewal.

The Labour Management Cooperation Committee - consisting of not more than four employees and not more than four representatives of the Employer for the purpose of improving communications between the parties and discussing matters of mutual concern. This committee will meet once a month on some mutually agreeable day. The Union and the Employer will exchange agendas of matters for discussion two working days before each regular meeting of this committee. This committee will also meet at any other mutually agreeable time to discuss urgent matters.

A reinstatement component of this committee comprised of not more than ~~three~~(3) representatives of the Union and ~~three~~(3) representatives of the Employer will be established.

The terms of reference of this component of the Labour Management Cooperation Committee are to clarify the employment opportunities for injured workers, based on medical restrictions of the workers and to establish jobs to which they may return or to modify the worker's existing jobs ~~or~~ other jobs deemed fit to comply with their capabilities to determine:

- 1) the type of work the individual is capable of performing;
- 2) the medical and physical restrictions imposed on the individual by a legally qualified practitioner(s);
- 3) the level of the individual's physical and occupational abilities;
- 4) the type of training or modification of the

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job required in order for the individual to fully and capably perform the essential duties of a rehabilitative employment assignment.

The Grievance Committee - consisting of five employees. Each employee on this committee shall also be recognized as a steward and one of their number will be recognized as Chief Steward.

Joint Health And Safety Committee - The union may appoint two representatives to the joint **non-teaching** Health and Safety Committee.

- 7.2** The Employer will not be required to recognize or deal with employees who are stewards or who are on any of the committees in this Article unless those employees have acquired seniority under Article 9.2 and the Union has notified the Employer in writing of the names of such employees and, where applicable, the committees of which they are members from time to time.
- 7.3** No employee shall leave work on Union business without the prior consent of the assistant supervisor, custodial services or area supervisor, which consent shall not be unreasonably withheld.
- 7.4** The Employer will pay each employee who is on any of the committees in Article 7.1 at his/her regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer, including in the case of a steward, all such time reasonably spent in processing grievances.
- 7.5** A full-time representative of the Union may attend meetings of any of the committees in Article 7.1.
- 7.6** An employee may be a member of more than one of the said committees.

- 7.7 It is the policy of the parties that all routine correspondence between them (except for grievance handling and dues deduction matters) shall pass to and from the Manager, Custodial Services and the Corresponding Secretary and the President of the Union, with a copy of all such correspondence being filed with the Superintendent of Human Resource Services.

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ARTICLE 8 - INFORMATION

- 8.1** The Employer agrees to inform all new employees of this Collective Agreement and will also inform each new employee of the conditions of employment in Article 5 and 6.
- 8.2** The personnel files of an employee may be viewed by the employee and a steward, if the employee elects in writing, in the presence of a representative of the Employer by appointment, once each calendar year, or more frequently with the Employer's consent, which consent shall not be unreasonably withheld,

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ARTICLE 9 - SENIORITY

- 9.1** As used in this Agreement,
- (a)** "seniority" means length of service with the Employer or of some predecessor Board of Education which has been amalgamated or merged with the Employer;
 - (b)** "group seniority" means the length of time an employee has been classified in one of the grades in Schedule D "Seniority Job Groups for the purposes of Article 9.1 (b)".
- 9.2** An employee shall be considered a probationary employee until the employee has completed 90 calendar days of service after which the employee's name shall be placed on the seniority list mentioned in Article 9.3 and his/her seniority shall date back to the date of the employee's last hiring. Where two or more employee's commence work on the same day, preference shall be in accordance with the date of application.
- 9.3** The Employer will maintain a seniority list showing each employee's name, grade or job classification and location and the date upon which the employee's seniority and the employee's group seniority, respectively, commenced. Not later than the last day of January and the last day of June in each year, the Employer will revise the seniority list and post up copies of the revised list on all bulletin boards and will send two copies to the Union. Complaints about the accuracy of a seniority list will be considered within 21 calendar days of the date of such posting, and if no complaint or grievance is received within that time, the list shall then be deemed to be accurate.
- 9.4** **(i)** Group seniority shall be the determining factor in cases of promotions and transfers provided the employee who is affected has the skill, ability and qualifications to do the work in question.

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- (ii) Where there is a redundancy of a position which results in the reduction of positions in a classification, the affected employee may displace the least senior employee in his/her classification as long as he/she has the skill, ability and qualifications to **do the job**.
- (iii) The displaced employee will then proceed to displace the most junior employee in the next lower classification and so on down the line until the most junior **employee(s)** in the lowest **job** group is laid off.
- (iv) The order of displacement is as follows:

Grade 5 Charge Custodian
Grade 5 Shift Leader
Grade 5 Carpet Shampooer
Grade 5 Engineer
Grade 5 Custodian
Grade 4 Custodian
Pool comprised of all Grade **3**, full-time and part-time, Grade **2** and Grade **1** custodians.

The above displacement procedure shall be done by classification seniority. In case of equal classification seniority, the displacement procedure shall be done in order of general seniority as per the seniority list specified in Article **9.3**.

There is no bumping into a position with a higher hourly rate of pay.

- (v) Employees being displaced will retain their previous group seniority for purposes of polling back into their former group. For purposes of polling in their new group, they will accumulate group seniority in their new group and will be credited with group seniority from their previous higher group and any previous group seniority from previous time spent in the lower job group. Employees will be recalled to the bottom level pool in reverse order of their order of **lay-off**. Other openings will be filled using the polling procedure. Article **10** shall

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not apply to jobs which become vacant by reason of lay-offs.

- (vi) In the case of a lay-off, the employee with the greatest general seniority will be the last to be laid off and conversely the first to be recalled from lay-off provided he/she has the skill, ability and qualifications to perform the normal required work.

For lay-off purposes only, Grade 1 and 2 custodians shall be considered as being part of the Grade 3 classification.

(vii) Restructuring

- (a) Where there is a redundancy of a position but no reduction in the number of employees in a classification, it is agreed that the lay-off/displacement procedures do not apply. Rather, the newly created position will be polled and the affected employee shall be deemed to have automatically applied for the vacancy. Article 10.5(a) shall not apply if the affected individual is successful. The affected individual shall maintain his/her classification seniority as defined in Article 9.4(iv).
- (b) In the event that the Employer contacts an employee who is on lay-off and requests the employee to come to work on a temporary basis and the person declines or does not report for work, the Employer may hire another to do such temporary work and the employee shall not thereby lose seniority rights under Article 9.6(5).
- (c) In the event that an employee transfers out of the full-time bargaining unit to a position in the part-time bargaining unit and later transfers to a position within the full-time bargaining unit, the employee shall be credited with the group seniority for the period the employee was employed

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within the full-time bargaining unit and the reverse shall apply to part-time employees.

- 9.5** An employee who is absent from work due to illness, accident, or approved leave of absence shall continue to accumulate seniority during the period of such absence for a period not exceeding **24** consecutive months.
- 9.6** (a) All seniority rights of an employee shall cease and the employee's employment shall be deemed to be terminated for the following reasons:-
- (1)** the employee resigns,
 - (2)** the employee is discharged and not reinstated through the Grievance or Arbitration procedures,
 - (3)** the employee fails to return from leave of absence, or other approved absence, without notifying the Employer at least **24** hours prior to the date of the expiry of the leave, provided such notification is reasonably possible,
 - (4)** the employee is absent from work without permission for more than three consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control,
 - (5)** the employee fails to report for work after a lay-off within seven calendar days after receiving notice of recall by registered mail to the last address of the employee of which the Employer has record, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the employee's control. An

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employee is responsible for advising the Employer in writing of any address change while on lay-off,

(6) the employee is laid off for a period longer than 30 consecutive months,

(7) the employee retires or is retired.

9.6 (b) An employee who changes employment status from part time to full time or full time to part time without a break in service shall retain seniority.

9.7 The selection and promotion of employees to positions outside the bargaining unit are not governed by this Agreement. In the event an employee is or has been promoted to any such position and is later returned to a position within the bargaining unit, the employee shall be credited with seniority and group seniority during the period of employment outside the bargaining unit up to a maximum of twelve months. If he/she returns within twelve months he/she shall be placed in a job consistent with the employee's qualifications and such seniority, provided that no employee in the bargaining unit shall be displaced or laid off as a result of such placement. Should the employee return after twelve months, he/she shall retain his/her previous seniority and group seniority and shall be placed in a position to which the Board would usually hire.

9.8 In the event that The Board of Education for the City of London merges with any other Board(s) of Education, the Board will use its best efforts to ensure that:

(i) bargaining unit employees shall be credited with all seniority rights with the new employer,

(ii) all service credits relating to vacation with pay, sick leave credits, pensionable service and other benefits shall be recognized by the new employer,

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- (iii) conditions of employment and wage rates with the new employer shall be at least equal to those contained in this collective agreement,
- (iv) no employee(s) shall suffer a loss of employment as a result of the merger,
- (v) preference in location in the merged Board shall be on the basis of seniority, and
- (vi) it will solicit input from CUPE Local 190 regarding items i - v as set forth above and keep the local informed of the status of the discussions involving those items.

- 9.9** Notwithstanding any other provision in this Collective Agreement, employees who are officers of the Union shall be the last to be laid off work in a department provided they have the skill, ability and qualifications to perform the work which is available.
- 9.10** A grievance concerning a lay-off by reason of a reduction in the working force may be taken up at Step 2 of the Grievance Procedure.
- 9.11** No new employee will be hired until a person who is on lay-off has been given an opportunity for recall; provided such person has the skill, ability and qualifications to do the work in question.
- 9.12** The Employer shall notify an employee who is to be laid off work not less than ten working days before the lay-off is to be effected. If an employee is to be laid off work and has not exercised seniority rights under Article 9.4(a) and has not had the opportunity to work ten full days after notice of lay-off, the employee shall be paid in lieu of work for that part of the said period of ten working days during which work was not made available.
- 9.13** (a) This Article shall not apply to the staffing of Plant Security position.

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(b) The staffing of the Plant Security position shall be pursuant to Article 9.14.

(1 An employee covered by this Agreement whose past performance has proven satisfactory to the Employer and who, through advancing years or partial or temporary disability is unable to perform regular duties, shall be given preference for such other work as may be available at a rate of pay to be determined by the parties in the circumstances and Article 9.4(a) and Article 10 shall not apply in such a case, A copy of the results of any medical examination of an employee as to any such disability by a physician appointed by the Employer shall be made available to the Employer and the employee concerned, and a copy of the results of any such examination of the employee by the employee's own physician shall be made available to the Employer with the consent of the employee.

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ARTICLE 10 - JOB VACANCIES - FULL-TIME AND PART-TIME BARGAINING UNIT EMPLOYEES

- 10.1 (a) Whenever a new occupational classification within the bargaining unit is designated by the Employer or there is a permanent vacancy in any of the occupational classifications covered by this Agreement, and the Employer proposes to fill such vacancy, the Employer shall forward to the Charge Custodian, or his/her designate, at each Board location as specified in Schedule B.2, a notice of the vacancy and/or new classification which shall be posted in the Employer's offices and on the bulletin boards for a period of five working days running from the date of posting. In this Article, the expression "permanent vacancy" means a vacancy caused by such events as transfer, shift change, promotion, resignation, retirement, death or discharge and which is indefinite or long-lasting in nature and does not include a vacancy caused by approved or authorized absence from work of an employee. All vacancies shall be posted within thirty (30) calendar days.
- (b) The notice will contain the location of the permanent vacancy, the job classification or the grade of the position, the qualifications required, hours of work, the date the job commences, the name of the Official to whose attention applications are to be directed and the amount of salary or rate of **pay**.
- (c) Notices of vacancy posted pursuant to this article will be forwarded to the homes of mobile custodians, rug **shampooers** and project crew members by ordinary mail.
- (d) The parties hereto agree that there will be **no job postings** during school break periods (summer, mid-winter, and Christmas).

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10.2 An employee who wishes to apply for any posted vacancy shall make application in writing to the Official named in the notice during the period of five working days mentioned in Article 10.1. It shall be the responsibility of the applicant to ensure that the application is received by the official during the five day period or is postmarked during the five day period. The successful applicant will be selected in the manner provided in Article 9.4(a). If there is no applicant or no successful applicant, the Employer may then go outside the job classification or grade concerned to fill the vacancy.

- 10.3**
- (a) If there is a successful applicant, the employee will be placed in the vacancy for a trial period not exceeding 30 days worked and if proven satisfactory will then be confirmed in the new classification. The 30 days will include all days granted for holidays and vacation and excludes all other days. During such trial period, the employee will be paid the rate of pay for the job being performed. If the employee proves unsatisfactory during that time, or is unable to perform the new duties, the employee will be returned to the former position at the former salary or rate of pay, or another position for which the employee is qualified in the same job group at the former salary and rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing.
 - (b) If an applicant is returned to a former position under this clause, the Employer will give consideration to those employees who were unsuccessful applicants for the initial vacancy and should the Employer place any such employee in the vacant position, paragraph (a) of this clause shall apply,

10.4 The Employer will similarly post the vacancy caused by placing a successful applicant under the foregoing provisions of this Article. Employees wishing to apply for vacancies on a second polling or any subsequent vacancies caused thereby may apply in accordance with examples set out in Schedule "E", and Article **9.4(a)** shall apply to the filling of any such subsequent vacancy. The Employer may but shall not be required to post any notice of vacancy until the first successful applicant under Article **10.3(a)** has successfully passed the trial period.

- 10.5**
- (a) Except in the case of a bid for a mutual transfer, job redundancies, higher paid positions, or by mutual agreement between the Employer and the Union for valid reasons, no employee who has successfully bid under this Article shall be entitled to bid for any other posted vacancy for a period of one year from the date of the employee's successful bid. For the purpose of this Article, the successful bid date will be five working days from the date of the notice of vacancy.
 - (b) In the event that two employees of equal qualifications wish to arrange a lateral transfer, they shall meet with management and such a transfer will be permitted provided that arrangements satisfactory to both employees and to management can be agreed upon. In order to be considered for a lateral transfer, a custodian must have worked a minimum of **30** days in his/her position. The Union will receive a copy of the letter that approves the mutual transfer. Any denial of transfer will be explained to the employee in writing with a copy to the Union.
 - (c) The only exception to Article **10.5(b)** will be mutual transfers requested between the afternoon and/or midnight shift Grade **3** and Grade **4** employees.

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- 10.6** The Secretary, Treasurer and Chief Steward of the Union will be notified in writing not later than the 15th day of each month of all appointments, hirings, transfers, lay-offs, recalls and terminations of employment in the previous month.
- 10.7** Whenever the Employer designates a new occupational classification covered by this Agreement, it will prepare and send to the Union a description thereof 10 days prior to posting the position under Article 10. During such 10 day period, the Employer and the Union will attempt to settle the rate of pay for such new position and if they agree upon the rate, a memorandum to that effect will be signed by the parties and Schedule A of this Agreement will be deemed to be amended accordingly. If the parties do not agree the matter may be taken up as a policy grievance by either of them and the last rate of pay proposed by the Employer will remain in effect until the grievance is disposed of.
- 10.8** The parties agree that the job descriptions adopted by the Employer from time to time do not form part of this Agreement but are intended solely for the guidance of the parties. The Employer will continue its practice of discussing any changes in position descriptions with the Union at the regular **Labour-Management** Cooperation Committee Meetings.
- 10.9** For the purpose of this Article any school to which additions or deletions are made shall be evaluated and placed in a different category in Schedule "B" to this agreement if so required, with the result that the school is re-evaluated and placed in a different Category in Schedule B to this Agreement if so required, the position of Charge Custodian at such school shall not be deemed to be a new occupation nor shall the position of Charge Custodian at such school be deemed to be a higher paid job as a result of the

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re-evaluation thereby occasioning the posting of such a position. The incumbent Charge Custodian at such school will receive whatever increment is required as a result of the re-evaluation of the school for the purposes of Schedule B to this Agreement and the incumbent will retain the position of Charge Custodian at such school despite any provisions in this Agreement.

10.10 Part-Time to Full-Time Postings

An employee who wishes to apply for any posted vacancy in the full-time bargaining unit shall make application in writing to the Official named in the notice posted pursuant to the provisions of the Collective Agreement. Such an application will only be considered in the event that there is no successful applicant from the full-time staff complement and there is a position in the full-time staff complement. Selection will then be made in the manner provided for in Article 9.4(a) of the Collective Agreement. The provisions of Articles 10.1 to 10.9 of the Collective Agreement shall apply to any such application with the exception that the trial period referred to in Article 10.3(a) shall be 60 working days and shall include a training period as required. For purposes of clarity, it is understood that the qualifications for the position referred to in Article 9.4(a) shall include the qualification of physical fitness to do the work in question.

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10.11 Full-Time to **Part-Time Postings**

An employee who wishes to apply for any posted vacancy in the part-time bargaining unit shall make application in writing to the Official named in the notice posted pursuant to the provisions of the Collective Agreement. Such an application will only be considered in the event that there is no successful applicant from the part-time bargaining unit and selection will then be made in the manner provided for in Article **9.4(a)** of the Collective Agreement. The provisions of Articles 10.1 to 10.9 of the Collective Agreement shall apply to any such application with the exception that the trial period referred to in Article **10.3(a)** shall be **60** working days and shall include a training period as required. For purposes of clarity, it is understood that the qualifications for the position referred to in Article **9.4(a)** shall include the qualification of physical fitness to do the work in question.

10.12 ALTERNATE SCHOOL YEAR CALENDAR:

In the event that a school is changed from the conventional school calendar to an Alternate School Year Calendar, the affected custodians will be given the opportunity to remain in his/her school. Should the affected custodian not wish to remain, the position will be polled and the affected custodian will have the opportunity to poll elsewhere.

ARTICLE 11 - NO STRIKES OR LOCK-OUTS

1' 1 **So long as this Agreement continues to operate there will be no strikes or lock-outs as those terms are defined in The Labour Relations Act.**

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ARTICLE 12 - GRIEVANCE PROCEDURE

1. (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be adjusted as quickly as possible.
- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Employees who are covered by this Agreement shall be required to follow the procedures laid down in Article 12.3 and any employee who appeals directly to any Trustee, Principal or Official of the Employer shall thereby forfeit all rights under this Article.
- (d) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- (e) A copy of all grievance statements and decisions shall be forwarded to the Superintendent of Human Resource Services or his/her nominee, and the President and Chief Steward of the Union at all steps of the grievance procedure.
- (f) Management will copy the Union on discipline of more than one day's suspension.
- (g) In the event that a period of **twenty-four (24)** calendar months has elapsed since a derogatory notation was issued to an employee and no further derogatory notation or suspension has been placed upon the employee's personal record during the **twenty-four (24)** month period, such derogatory notation shall be removed from the employee's personal record.

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- 12.2** (a) In the event of a grievance by an employee, the employee shall take the matter up with the Employer within and not after **10** working days after the employee became aware or ought to have become aware of the incident or circumstances giving rise to the grievance.
- (b) A policy grievance or group grievance shall be taken up within and not after **10** working days after the date of the incident giving rise to the grievance.

12.3 The following procedure shall be adhered to in processing grievances, save as otherwise provided in this Article, in Article **9.10** and in Article **14**:-

STEP 1 The employee shall take the matter up with his/her immediate Supervisor. The employee may be accompanied by a Steward.

STEP 2 If a settlement satisfactory to the employee is not reached within three working days of the date the matter was taken up with his/her immediate Supervisor, the steward or the Chief Steward may, within and not after **10** working days of that date take the grievance up with the Manager, Custodial Services or nominee. A grievance submitted at Step 2 shall be in writing, shall contain a concise statement of the facts complained of and the redress sought and shall be signed by the employee and the steward. The Manager, Custodial Services or nominee shall give the decision or answer in writing within five working days of the date upon which the grievance was heard by the above mentioned.

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STEP 3 If the Step 2 reply is not satisfactory, the Steward or Chief Steward may within and not after five(5) working days of the receipt of the reply, advise Management of their intent to proceed to Step 3. The Superintendent of Business or designate shall hear the grievance within ten(10) working days of the receipt of the notice and shall give his/her reply within ten(10) working days following the hearing.

STEP 4 If the Step 3 reply is not satisfactory, the Steward or the Chief Steward may within and not after five(5) working days of the receipt of the reply, advise Management in writing of their intent to proceed to Step 4. The Director or designate shall hear the grievance within ten(10) working days of the receipt of the notice who shall give his/her reply within ten(10) working days following the hearing. The Union may within and not after ten(10) working days from the date of receipt of the Director's reply refer the grievance to arbitration under Article 13.

12.4 A grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step 2 of the Grievance Procedure.

12.5 A policy grievance of the Employer shall be in writing and may be initiated by the Superintendent of Human Resource Services or nominee by delivering the grievance to the President of the Union. The Union or its nominee shall give their answer in writing within 10 working days of the date on which the grievance was taken up with them. If any such grievance is not settled within 10 working days of the date of such delivery the Employer may refer the grievance to arbitration under Article 13.

- 12.6 In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance, has previously been settled on its merits under the Grievance or Arbitration Procedures.
- 12.7 Notwithstanding the provisions of the Labour Relations Act, any grievance that is not commenced or processed to the next step in the Grievance Procedure shall be deemed to be dropped. Any of the time limits in this Article or in Article 14 may be extended by mutual agreement of the parties.

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ARTICLE 13 - ARBITRATION

- 1 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after duly exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within five days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall proceed to appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within 30 days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of the majority is the decision of the arbitration board but if there is no majority the decision of the chairman governs. The arbitration board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement; provided that

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failure to comply strictly with the provisions of this Article ~~or~~ the provisions of Article 12 or Article 14 shall **not** render a grievance void but the same may be amended ~~or~~ otherwise dealt with, upon proper terms, in any manner which is just and equitable.

- (b) Each of the parties to this Agreement will **pay** the fees and disbursements of its appointee to the arbitration board, and will share equally the fees and disbursements of the chairperson.

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ARTICLE 14 - DISCHARGE, SUSPENSION & DISCIPLINE CASES

- 14.1
- (a) In the event an employee who has attained seniority is suspended as a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up, with the Superintendent of Facility Services or his/her nominee, at Step 2 of the Grievance Procedure.
 - (b) In the event an employee is discharged as a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up with the Superintendent of Human Resource Services or his/her nominee at Step 3 of the Grievance Procedure.
 - (c) The employer may discharge or terminate the employment of a probationary employee if, in the judgement of the employer, which shall not be exercised arbitrarily, the employee is unsuitable for the employer's operation. The employer shall not be obligated to apply progressive discipline to a probationary employee.
- 14.2 Where an employee's grievance against discharge or suspension duly comes before an arbitration board, the board may make a ruling,
- (i) confirming the Employer's action, or
 - (ii) reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of the case), or
 - (iii) disposing of the grievance in any other manner which may be just and equitable.

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14.3 An employee may be accompanied by a Steward, should the employee so wish, at any meeting with the Employer at which written disciplinary action (not verbal warnings) is to be imposed, or where there is a review of the employee's absentee record. At such meeting, the Steward shall be present as an observer and the absence of a Steward shall not invalidate any action taken by the Employer.

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ARTICLE 15 - HOURS OF WORK

- 15.1 The hours of work of employees in the full-time bargaining unit shall be as set out in Schedule C.
- 15.2 The regular hours of work for employees in the part-time bargaining unit will be any four consecutive hours between the hours of 0700 and 2330 as individual circumstances dictate. Such schedules shall be adhered to unless other times are agreed upon by the Manager, Custodial Services, and the employee in the school concerned to facilitate operations in special circumstances.
- 15.3 The Employer agrees that for the purpose of this article that it will not schedule more than one Grade 1 custodian at any one school which would have the effect of taking the place of one full time employee.
- 15.4 Notwithstanding any other provision in the full-time bargaining unit, in the event the Employer offers an employee of the part-time bargaining unit full-time employment on a temporary basis for special projects, or during periods of heavy work load, or in case of emergency, for a period of not more than 90 calendar days in any 12 month period, and the employee accepts, such employee shall be deemed to remain in the part-time bargaining unit and shall not suffer any loss of seniority. If there is a difference between the employee's rate of pay under this Agreement and the rate of pay for the job or jobs the employee performed while engaged in such temporary full-time employment, the employee shall be paid the greater of the two so long as the employee remains in the higher paid job and during such time Article 16.2 shall not apply.

ARTICLE 16 - RATES OF PAY, ALLOWANCE & OVERTIME PAY

- 1 Rates of pay, job classifications and grades shall be as set out in Schedule A.
- 16.2 (a) All work performed by an employee other than during the regular shift as set out in Schedule C shall be deemed to be overtime and will be paid for at time and one-half the employee's regular hourly rate calculated to the nearest **15** minutes; provided that overtime amounting to less than one hour in a week will not be paid for. When an employee is absent due to illness or is on authorized leave of absence with pay or vacation, such time absent shall be considered as time worked for the purpose of calculating overtime pay.
- (b) If an employee is required by the Employer to work on any of the holidays in Article **17**, all such time actually worked will be paid for at two times the effective hourly rate, calculated to the nearest **15** minutes in addition to holiday pay.
- (c) If an employee is required to work overtime on Sunday, all such time actually worked will be paid for at two times the effective hourly rate, calculated to the nearest **15** minutes. An employee who works overtime will not be entitled to the premiums mentioned in Schedule A.
- (d) All overtime mentioned in this Article shall be authorized in advance by the Manager, Custodial Services or nominee.

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- (e) Time off with pay equal to overtime calculated in accordance with Article 6.2 (a), (b) or (c) above may be granted by the immediate supervisor at the request of the employee. It is understood that the Employer has the right to maintain a qualified work force and, therefore, such time off, if granted, will be taken at a mutually agreed time when schools are not in session except where otherwise mutually agreed based on extenuating circumstances.
- 16.3 No employee shall be laid off work nor have a shift rescheduled for the purpose of offsetting or circumventing application of overtime rates of pay.
- 16.4 If an employee is called in to work during the employee's off hours the employee shall be paid the applicable overtime rate for all time worked or an amount equal to time and one-half of the employee's effective hourly rate for three hours, whichever is the greater of the two. This does not apply where the employee is advised during the work day before of the need to work additional or extended hours. Management will notify the employee one-half hour or more before the end of the employee's regular shift on the work day before.
- 16.5 Standby Pay - employees assigned to weekend duty with a beeper shall receive a standby allowance of three hours pay at time and one half covering the weekend (including a long weekend). This allowance will not be paid if the employee is called in to work on a call-in.
- 16.6 A responsibility allowance shall be established with respect to each building or school in the Employer's system upon the basis of the floor area thereof as set out in Schedule B. If any addition or other structural change in an existing building or school alters the floor area thereof to the extent that the category of the building or school is thereby changed under Schedule B, the responsibility allowance therefore shall be altered accordingly. In

the event of new construction, responsibility allowance shall be established under Schedule B upon the basis of the floor area thereof.

- 16.7** When an employee is assigned by a assistant supervisor, custodial services or supervisor, the responsibilities of a shift leader or charge custodian for a period in excess of one full shift or more by reason of illness, accident, leave of absence or vacation, the employee shall receive any responsibility allowance which is then in effect for the job classification or the building, as the case may be, for the full period of such relief duties.
- 16.8** The Employer will use its best effort to call in the key holder for emergency call-ins affecting that building only. Multiple building call-ins will be referred to the stand-by duty officer. This does not pertain to maintenance call-ins.

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ARTICLE 17 • PAID HOLIDAYS

17.1 The following will be recognized as paid holidays to be paid for at the regular rates:-

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

and one additional day in each calendar year, such day to be designated by the employer at least six (6) months prior to the date designated or days observed in lieu of any such holiday and any other day proclaimed as a holiday by the Employer or by any competent Governmental Authority.

A permanent employee shall be entitled to 1 floating holiday to be observed on a day to be mutually agreed upon between the employee and the employer, such holiday to be taken by June 30 in the year. In the event an employee is absent from work for reasons beyond his/her control and cannot therefore take the floating holiday in the vacation year, the floating holiday can be carried forward to the next vacation year and taken at a mutually agreeable time between the employee and the Manager, Custodial Services.

17.2 When any of the said holidays, falls on a Saturday or Sunday, the Employer shall have the choice of granting an alternative day off with pay, or an additional day's pay.

17.3 An employee will be paid for a holiday under this Article provided the employee,

(a) works the last scheduled working day before and the first scheduled working day after such holiday and works on such holiday if scheduled to work, unless excused by the Employer; and

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17.3 (b) is on the active payroll of the Employer and not on leave of absence without pay or lay-off.

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ARTICLE 18 - VACATIONS

- 18.1 (a) An employee who has less than one year seniority (as defined in Article 9.1) prior to the 1st day of July in a year shall be entitled to one day's vacation with pay for each completed month of service up to a maximum of 10 working days' vacation with pay at the employee's regular rate.
- (b) An employee with one year or more but less than 9 years' seniority prior to the 1st day of July in a year shall be granted a vacation of 15 working days with pay at the employee's regular rate in that year.
- (c) An employee with 9 years or more but less than 17 years' seniority prior to the 1st day of July in a year shall be granted a vacation of 20 working days with pay at the employee's regular rate in that year.
- (d) An employee with 17 years' or more but less than 26 years' seniority prior to the 1st day of July in a year shall be granted a vacation of 25 working days with pay at his/her regular rate in that year.
- (e) An employee with 26 years' or more seniority prior to the 1st day of July in a year shall be granted a vacation of 30 working days with pay at his/her regular rate in that year.

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- 18.2 (a) Charge Custodians shall receive **vacation** sheets by April 01 and shall **app** a requests for vacation and send in to the Supervisor by May 01. Supervisors will approve all vacation requests by May 21 subject to receipt of all vacation requests by May 01.
- (b) An employee's vacation shall not be carried forward to the following year except with the Employer's consent, which consent shall not be unreasonably withheld. An employee wishing to carry vacation forward shall apply to the Employer to do so on or before May 31st of the year in which the vacation is earned.
- 18.3 If any of the holidays in Article 17 are observed during an employee's vacation, the employee shall be **granted** one additional day's vacation with pay for each such holiday.
- 18.4 (a) Due to the nature of the Custodial Services no employee shall receive more than two weeks vacation during the year while the schools are in session without the prior approval of the **Employer**.
- (b) When preparing the annual vacation schedule the Employer shall, subject to its right to maintain a qualified working force, give the choice of vacation dates to employees with the greatest general seniority of employees at each location. When the annual vacation schedule is posted up there will be **no** change in an employee's scheduled vacation dates without agreement between the Employer and the employee concerned.

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18.5 As used in this Article, the word "year" means [except for the definition in Article 18.1(a)] the period commencing on the 1st day of July and ending on the 30th day of June next following. Vacation with pay is earned during the course of one vacation year as expressed in this Article and the vacation earned in a given vacation year shall be taken and paid for in the year following the 30th day of June of the vacation year in which it is earned. An employee's vacation or any part thereof may not be taken prior to the 1st day of July of the year in which it is to be taken.

18.6 (a) Part-time employees who poll into a full-time position will earn vacation time as follows:

For every full month worked as a part-time employee, a half-day (4 hours) of vacation time will be earned and for each full month worked, one day (8 hours) vacation time will be earned to a maximum number of days as specified in Article 18.1.

(b) Full-time employees who poll into a part-time position will earn vacation as follows:

For every full month worked as a full-time employee, one day (8 hours) vacation time will be earned and for each part month worked as a full-time employee or full month worked as a part-time employee, a half-day (4 hours) vacation time will be earned to a maximum number of days as specified in Article 18.1.

Vacation time earned for full years worked by full-time staff will be as specified in Article 18.1.

ARTICLE 19 - SICK LEAVE, RETIREMENT GRATUITY & GROUP INSURANCE

- 19.1** (a) Full-time bargaining unit employees who have acquired seniority under Article **9.2**, will be allowed two days' sick leave with pay for each month of seniority and may accumulate the unused portion of any sick leave from one year to another up to a maximum of **240** days. An employee shall, when required, produce to the Employer evidence of illness reasonably satisfactory to the Employer (or be required to undergo a medical examination by the physicians of the Board) if the Employer deems it necessary.
- (b) Part-time bargaining unit employees who have acquired seniority under Article **9.2**, will be allowed one day of sick leave with pay for each month of seniority and may accumulate the unused portion of any sick leave from one year to another up to a maximum of **120** days. An employee shall, when required, produce to the Employer evidence of illness reasonably satisfactory to the Employer (or be required to undergo a medical examination by the physicians of the Board) if the Employer deems it necessary.
- (c) Part-time bargaining unit employees who poll into the full-time bargaining unit will be allowed one day (8 hours) with pay for each full month as a part-time employee.
- (d) When an employee is absent from work and is entitled to sick leave with pay under this Article, such absence is deemed to be leave of absence with pay.
- (e) Effective **1997 July 24**, when an employee is the only member of his/her family available to care for the needs of his/her immediate family due to a sudden illness or accident, an employee may request to use up to two days per vacation year of his/her accumulated sick leave to care for the

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member of the family who is **ill**. For purposes of this Article, immediate family will be partner, child or parent.

19.2 Full-time bargaining unit employees hired prior to 1978 March 01 having 10 years' or more than 10 years' seniority who ceases to be employed by the Employer because of retirement from the Employer's service because of age, disability or death shall be paid an amount equal to one-half of his/her accumulated sick leave credit but such payments shall not exceed one-half of the employee's annual salary.

19.3 (a) The Employer will continue the following Group Insurances, and pay on behalf of each full-time bargaining unit employee who is not on lay-off or leave of absence without pay and who has acquired seniority, 90% of the premium under the plans:

Group Life Insurance
*Extended Healthcare
Visioncare
Semi-Private Coverage
"Comprehensive Dental Health Insurance Plan
"Comprehensive Long Term Disability Plan

* Refers to coverage in effect and equivalent to that in place on 1997 June 24 with the following exceptions:

As of 1997 July 01:

- maximum dispensing fee reimbursement of \$7.50 with voluntary participation in the London Preferred Provider Network
- Dental recall changed from 6 months to 9 months, 6 months for dependents under the age of 12
- One year lag on ODA schedule, 1996 schedule in 1997 etc.

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When an employee is on leave of absence under Article 21.3 the employee must maintain all insurance coverages mentioned in this Article and is responsible for 100% of the premium costs.

- (b) The Employer will pay on behalf of each part-time bargaining unit employee who is not on lay-off, on leave of absence without pay, and who has acquired seniority; 40% of the premium cost of OHIP and Semi-Private coverage equivalent to the coverage in effect on 1997 June 24.
- (c) Effective 1997 July 01, bargaining unit employees who retire shall be entitled to maintain their current level of life, health and dental benefits after their date of retirement up to and including the end of the month in which they reach age 65 and will be required to pay 100% of the premium costs of the benefits.

This participation will be allowed provided their experience does not cause an increase in the premium rate for the employer, in which case the employer may choose to pool the retirees in a separate group plan.

- (d) Participation in the Ontario Municipal Employees Retirement System shall be a condition of employment for all full-time bargaining unit employees. Contributions shall be made according to the Ontario Municipal Employee's Retirement Act, as amended from time to time.
- (e) The employer will similarly continue to pay 50% of the premiums for sickness benefits for supplementary hospital semi-private care,

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- (i) in respect of former full time employees who retired on or before the 20th day of April, 1967, and whom the Employer represented such benefits would be paid after retirement;
 - (ii) in respect of employees who were full-time permanent employees on the 20th day of April, 1967, who participated in such benefits on or before the 20th day of April, 1967, and who retired from the service of the Employer before the 1st day of January, 1972, while such persons are retired from the service of the Employer and so long as such programmes are continued.
- (f) All of the insurance mentioned in this clause shall be as more particularly described and set forth in the respective policies of insurance. Copies of the policies shall be sent to the Union as of the date of the signing of this Agreement only and in future, at the written request of the Union, whenever there are any changes in the coverage provided in the policies. Any dispute over payment of benefits under any such policies shall be adjusted between the employee and the insurer concerned, but the Employer will use its best efforts to adjust and settle any such dispute.

19.4 Dependent Life Insurance Coverage

- (a) Dependent life insurance is provided under the provisions of the Group Life Insurance Plan, The plan is administered by the Board with full premium cost of the plan and administration costs being paid by the employees covered by the plan.

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(b) The amount of coverage shall be as follows:

Spouse	\$15 000
Dependents (under 21 years of age)	\$ 5 000

(c) Participation is compulsory for any employee with a spouse and/or dependents under the age of 21 years.

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ARTICLE 20 - GROUP R.R.S.P. SEVERANCE FUND

- 20.1** Effective **1992** January **01** all employees shall have deducted from each gross pay the amount of 1/3 of one percent, which will be credited to the Group **R.R.S.P.** Fund.
- 20.2** The employer shall consult with representatives of the local employee group with an opportunity to provide input and monitor the administration of the Group **R.R.S.P.** Fund within the following parameters:
- a) To receive and review proposals with respect to administration of the fund.
 - b) The administrative fees of the fund will annually be deducted from the monies in the fund.
 - c) Investments shall be restricted to secure and stable investments with low risks.
 - d) All monies deducted from permanent employees shall be credited to the fund in the name of the employee.
 - e) The interest earned shall be credited in the name of the employee.
 - f) Each employee will annually receive a statement of their balance in the Group **R.R.S.P.** Fund.
- 20.3** Within sixty (**60**) days of leaving the employ of the Board, the amount accumulated in the Group **R.R.S.P.** Fund in the name of the individual employee shall be forwarded to the employee or the employee's estate.

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20.4 Employees who are eligible to receive a Sick Leave Credit Gratuity will receive the amount accumulated in the Group **R.R.S.P.** Fund on their behalf plus additional funds that would bring the total payment equivalent to the amount eligible under the Sick Leave Credit Gratuity provisions as per Article 19. Should the amount that the employee is eligible for under the Sick Leave Credit Gratuity be less than the amount accumulated in the Group **R.R.S.P.** Fund for that employee, then the employee will receive the amount in the Group **R.R.S.P.** Fund.

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ARTICLE 21 - LEAVE OF ABSENCE

Except as provided in this Article whenever an employee applies for leave of absence the application shall be in writing. Any such leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted and shall state whether it is with or without pay and shall state the purpose of the leave and the terms, if any, on which it is granted (which terms shall not conflict with any provision of this Agreement). The Supervisor or Manager may grant casual time off to a maximum of two hours to an employee without the necessity of writing.

- 21.2** (a) An employee who obtains any leave of absence for one purpose and uses it for another will be subject to discipline or discharge, depending upon the nature of the case.
- (b) An employee on authorized leave of absence who takes other employment during this leave of absence shall be deemed to have quit, except as otherwise provided for in this Agreement.
- 21.3** The Employer may grant leave of absence without pay to an employee for good and sufficient reasons if, in the opinion of the Employer, the employee's absence will not conflict with its efficient operations. Such leave will not be unreasonably withheld.
- 21.4** Compassionate leave of absence, with pay, for one day per vacation year, may be granted by the employee's immediate supervisor for such reasons as emergency situations in the employee's home, or serious illness in the immediate family.

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- 21.5** An employee who is elected or selected for a full-time position with the Union or the Ontario Federation of Labour or Canadian Labour Congress will be granted leave of absence without pay and without the other benefits provided by this Agreement for a period of up to two years, but without loss of seniority. An employee who is elected to public office will be granted a leave of absence on the same basis for a period of up to three years.
- 21.6** Leave of absence with pay and without loss of seniority shall be granted to not more than four employees elected or appointed to represent the Union at Union functions or seminars. Such time shall not exceed a total of 48 person days in any one calendar year.
- 21.7** An employee will be entitled to leave of absence with pay for the purpose of writing examinations involving courses of instruction provided any such course has previously been approved and recognized by the Employer for the purpose of improving the employee's qualifications in the Employer's service.
- 21.8** The Employer shall pay an employee at the employee's regular straight time hourly rate for all regular time lost in the event of the death of the employee's parent, parent-in-law, spouse, child, sister, brother, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent or grandchild. Payment shall be made only to the extent of time lost, up to two days in order to attend the funeral and up to two additional days to make any administrative arrangements made necessary by reason of the bereavement.

Where long distance travel is involved, payment shall be made only to the extent of time lost up to two days in order to attend the funeral and up to two additional days to make any administrative arrangements made necessary by reason of the bereavement and travelling time. In order to qualify, the employee must:

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- (a) have completed the probationary period,
- (b) provide satisfactory proof of death, and
- (c) be on the active payroll of the Employer and not on a leave of absence, sick leave, workmen's compensation or lay-off.

In exceptional circumstances, the Employer may, on request, grant additional bereavement leave in its discretion, on such conditions as the Employer prescribes.

- 21.9 An employee who has completed the probationary period outlined in Article 9.2, who is summoned to serve as a juror or is required by Writ or Subpoena to appear in Court as a witness, not on the employee's own behalf will, be paid the employee's regular pay for the time required to be in Court, provided the employee presents to the Employer the process which required the employee's presence in Court and pays over to the Employer the amount received as such juror or witness (less reasonable expenses incurred).
- 21.10 When an employee is on leave of absence under Article 21.3, the employee may make ~~across-the-counter~~ payments to continue his/her insurance benefits under Article 19.3.
- 21.11 The Employer will administer parental, adoption and pregnancy leaves in accordance with the Ontario Employment Standards Act as it may be amended from time to time and the procedures for applying are set forth in the Board's explanatory brochure which may be updated from time to time.

ARTICLE 22 - SUPPLEMENTATION OF WORKERS' COMPENSATION BENEFIT

- 22.1 When an employee who has completed their probationary period is injured at work, the Employer will pay the employee's regular pay. An employee shall, when required, produce to the Employer evidence of injury, illness or fitness to work reasonably satisfactory to the Employer (or be required to undergo a medical examination by the physicians of the Board) if the Employer deems it necessary. The compensation payments from Workers' Compensation will be directed and paid to the Board.
- 22.2 An employee who is subject to compulsory quarantine by order of the Local Medical Officer of Health shall continue to receive regular salary during such quarantine and any salary so paid shall not be charged to the employee's accumulated sick leave credits, if any.
- 22.3 An employee who is absent from work and off on Workers' Compensation, becomes otherwise employed during such period, shall be deemed to have voluntarily quit.
- 22.4 An employee on Workers' Compensation and receiving regular pay pursuant to Article 22.1, shall not accumulate any sick leave under this agreement for any day for which the employee is awarded Workers' Compensation.
- 22.5 When the insurer has accepted the eligibility of an employee's claim for LTD benefits, Article 22.1 will not apply.

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ARTICLE 23 - HEALTH AND SAFETY

- 23. The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect pursuant to the Occupational Health and Safety Act, as amended from time to time.**

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ARTICLE 24 - RETIREMENT

- 24.1 An employee shall be subject to retirement at the end of the month following the employee's 65th birthday and continuation of employment thereafter shall be at the Employer's discretion.
- 24.2 The Employer shall continue to provide Retirement Allowances in accordance with The London Board of Education Act, 1968, subject to any change in those allowances or in the pension benefits which may be agreed upon.

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ARTICLE 25 • TECHNOLOGICAL CHANGE

- 25.** Should it be necessary to lay any employees off as a direct result of any technological change implemented by the Employer, the Employer will provide not less than four months' notice to any affected employee.
- 25.2** The Employer shall discuss any such technological change with the Union at a **Labour-Management Co-operation Committee** meeting established pursuant to the provisions of this Agreement.
- 25.3** Where training to enable employees to adapt to technological change would be practicable, the Employer agrees to provide the necessary training in keeping with its training policies.

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ARTICLE 26 - TEMPORARY EMPLOYEES

- 26** The Employer may hire personnel on a temporary or casual basis for special projects and during periods of heavy workload and in cases of emergency, or the hiring of students during the school vacation period for a period of not more than 90 calendar days in any 12 month period and such personnel shall not thereby become permanent or probationary employees and are not covered by any of the terms and conditions of this Agreement save for the rates of pay in Schedule A. In the event any such temporary or casual employee is later hired by the Employer on a permanent basis, the employee shall acquire seniority as provided in Article 9. It is the intention of the parties that no employee who has acquired seniority under this Agreement and who is shown on a seniority list will be laid off work by reason of the Employer hiring personnel under this Article. The time periods provided for herein may be extended by mutual agreement between the Employer and the Union.
- 26.2** In case of an employee who is on leave of absence due to pregnancy, the Union agrees to waive 90 calendar days in Article 26.1 and such days not to exceed 154 calendar days.
- 26.3** When a casual employee is hired as a replacement for a regular employee who is off work on a long-term illness, supported by a Doctor's certificate indicating the period of absence is likely to be in excess of 90 days or extended leave of absence in excess of 90 days, the 90 calendar day period will not apply for such periods of absence of up to 12 months duration. In such circumstances the casual employee may only fill the position for which the casual employee was originally hired. The union will be informed of all such hirings.
- 26.4** On the first pay of the month, the Employer will deduct from the pay of all casual and temporary employees Union dues equal to 85% of the regular monthly dues for a Job Group II employee.

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ARTICLE 27 - GENERAL

27.1 Where an employee is specifically required by the Employer to undertake any course of instruction, or attend any seminar or conference outside the City of London, reimbursement for transportation and travelling expenses shall be paid by the Employer at the rates laid down for employees in its Policies, By-laws and Regulations.

The Employer shall reimburse employees for transportation and travelling expenses within the City of London where such employees are required by the Employer to undertake any course of instruction or attend any seminar or conference, provided that this shall not apply to any course sponsored by the Employer for all available custodians. Such reimbursement for transportation and travelling expenses within the City of London shall be from place of work to the place of instruction, seminar or conference and return to place of work.

27.2 When an employee is on lay-off or leave of absence without pay for more than two weeks in any year:

- (a) the employee's vacation shall be reduced by .3 days where vacation entitlement is 15 days or fewer and .4 days where vacation entitlement is 20 days and .5 days where vacation entitlement is 25 days for each complete week of such lay-off or leave of absence without pay in that year,
- (b) the employee's sick leave entitlement under Article 19 shall be reduced by .4 days for each week of such lay-off or leave of absence without pay but the employee's accumulated sick leave credits shall not be reduced by reason of such lay-off or leave of absence.

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- (c) when a part-time bargaining unit employee is on lay-off ~~or~~ leave of absence without pay for more than two weeks in any year, the employee's vacation or vacation pay and sick leave entitlement shall be reduced by .5 days for each complete week on leave of absence without pay or lay-off but the employee's accumulated sick leave credits shall not be reduced by reason of such lay-off or leave of absence.

- 27.3 With the prior permission of the Employer, the Union may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the buildings in which they are held.

- 27.4 Where singular is used in this agreement, it shall be considered plural if the context so requires.

- 27.5
 - (a) Adequate accommodation shall be provided in all new schools to permit custodians to properly store supplies and equipment, and to maintain such records as are required and to conduct their duties in an economical and efficient manner. Adequate and sanitary locker room, washroom and lunch **room** facilities shall be provided and in making such provision the Employer will take into consideration the future staffing requirements of the school or building concerned,

 - (b) In presently existing schools and buildings, the Employer will use its best efforts to provide such facilities and they shall, where practicable, be included in any addition which is made to presently existing schools and buildings.

- 27.6 Neither the Union, its members or its agents shall conduct or attempt to conduct Union activities on the Employer's premises except as expressly provided in this Agreement.

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- 27.7** The Employer will do whatever is practicable to provide that an employee who is a member of the bargaining unit and is elected as President of the Union Local will be placed in a position and on a shift which would facilitate this employee to best discharge the duties of office. The Employer may make such arrangements despite any provisions in this agreement to the contrary.
- 27.8** Management shall introduce a new employee to his/her Chief Steward or Representative on the commencement of employment. An Officer of the Union shall be given the opportunity to interview each new employee within regular working hours for the purpose of acquainting the new employee with benefits, duties, and responsibilities of Union membership.

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ARTICLE 28 - COST OF LIVING ADJUSTMENT

- 28.1 There shall be a cost of living adjustment made in 1993 April for employees on the active payroll as of 1993 April 01 and during the previous 12 months, based upon the percentage of increase in excess of 4.75%, but not to exceed 6.5%, by which the "CPI" published for the month of February 1993 exceeds that published for the month of February 1992. This percentage increase will be multiplied by the employee's basic hourly rate of salary in effect on 1993 April 30 prorated according to the number of hours worked during the previous calendar year, and prorated according to part-time equivalent for part-time employees, Such payment shall not exceed 1.75% of the employee's basic annual salary in effect on 1993 April 30.
- 28.2 "CPI" shall mean the all-Ontario Consumer Price Index published by Statistics Canada.
- 28.3 Future Provision
- Any adjustment generated under (1) above shall be folded into the hourly rates in effect on 1993 April 30.

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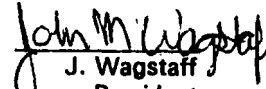
ARTICLE 29 - TERM OF AGREEMENT


2.1 This Agreement shall be for a term of two years, commencing 1996 May 01 and ending 1998 June 30, and thereafter from year to year unless either party gives notice in writing to the other not less than 30 nor more than 60 days prior to the expiry date hereof of that party's intention to terminate or to negotiate revisions to this Agreement.


THE BOARD OF EDUCATION
FOR THE CITY OF LONDON

CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 190

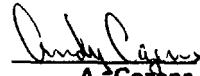

H. Wice
Chairperson of the Board


J. Wagstaff
President


A. Sutherland
Vice-Chairperson


R. Bloye
Vice-president

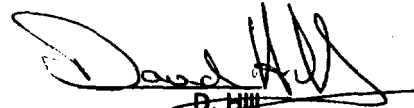
J. Laug
Director of Education


A. Cozens
Chief Steward


J. Andruchow
Chairperson, Human
Resources Committee


F. Van Beest


L. Peck
Superintendent
Human Resource Services


D. Hill


L. Keats

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**THIS IS SCHEDULE A TO THE
COLLECTIVE AGREEMENT**

A.1 The following shall be the regular rates of pay and job classifications of employees covered by the full-time bargaining unit.

<u>Job Group</u>	<u>Job Classifications</u>	<u>Effective May 01/92</u>
II	Custodian Grade 2	14.84
III	Custodian Grade 3 Start	14.84
	After 6 months	15.24
	After 12 months	15.70
IV	Custodian Grade 4	16.15
V	Custodian Grade 5	16.77

A.2 The following shall be the regular rates of pay and job classification for all employees covered by the part-time bargaining unit.

<u>Job Group</u>	<u>Job Classifications</u>	
I	Custodian Grade 1	14.84
	Custodian Grade 3	14.84

A.3 (a) For payroll purposes the calendar year is divided into 26 pay periods of two weeks each.

(b) The rate of pay for casual and temporary employees shall be 90% of Grade 3 start rate:

\$13.36

The above rates of pay include an amount equivalent to 1/3 of 1% which will be contributed to the Group R.R.S.P. Severance Fund. Hourly rates paid to probationary, casual and student employees will be reduced by 1/3 of 1% since such employees are not eligible to contribute to the

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Group R.R.S.P. Severance Fund.

A.4 (a) Initial Custodial Training

Mandatory on-the-job training for all newly hired Grade 1, 2 and 3 custodians.

Length:

Approximately 12 hours. Unsatisfactory job knowledge skills and performance leads to dismissal during the 90 calendar day probationary period.

Material Covered:

Orientation, care and proper use of equipment, cleaning chemicals, floor maintenance, cleaning procedures, and safety on the job. Practical training on site accounts for about four (4) hours followed up by further training and monitoring by Assistant Supervisor.

(b) Custodial Methods and Procedures

Mandatory for all newly hired Grade 3 custodians on board time effective at the ratification of this agreement. A modified course for Grade 1 and 2 custodians will also be offered. The employee must have completed the probationary period for the position. A process will be put into place by management and the union to discuss a means of training all grandfathered employees.

Objective:

To improve job performance and is a prerequisite for all Grade 3 custodians to be considered for the Building Systems and Procedures course.

Length:

Approximately 45 hours offered as scheduled if sufficient numbers of people apply. No salary change upon successful completion of the course. If the employee fails the course, the employee may repeat the course at a later date.

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Material Covered:

An in-depth course covering care and use of equipment, cleaning chemicals, flooring, floor care, carpeting, operational procedures, safety, energy conservation, pest control, gardening and grounds care, and the correct completion of various time sheets and other related forms.

(c) **Building Systems and Procedures**

Offered to Grade 3 custodians who have passed the Custodial Methods and Procedures course and who have successfully passed an interview with the Training Supervisor and Area Assistant Supervisor, Custodial Services where job knowledge, individual performance evaluations, and attendance records are reviewed.

Objective:

To improve job performance and promotion.

Length:

Approximately 60 hours on the employee's time offered annually in March if sufficient numbers of people apply. Upon successful completion, a promotion to a Grade 4 custodian. If the employee fails the course, that person may repeat the course at a later date pending a successful interview.

Material Covered:

Boilers and related equipment, H.V.A.C. units including heat pumps and Centra Vac units, emergency lighting and generators, water softeners, lawn mowers and snow blowers.

- (d) Promotion to Grade 4 shall be made upon satisfactory completion of such courses of instruction and tests, An overall average of 65% must be achieved on all individual courses. The value of each question will appear on the test paper, as well as the mark received for each question and the total. The graded test paper may be reviewed by the employee and the Supervisor involved. Those who fail will be notified at the time when they will be permitted to repeat the

course. During the course, test papers will be returned to the candidates.

Custodians who are qualified as Grade 4 and are assigned to the following duties will be advanced to Grade 5:

Charge Custodian	Mobile Custodian
Shift Leader	Rug Shampooer
Engineers	

Centra Vac Course

The Centra Vac training course will be offered every two years, if the need exists. The passing mark is 65%. The value of each question will appear on the test paper as well as the mark received for each question and the totals. The graded test paper may be reviewed by the employee and the Supervisor involved. The graded test paper is placed in the employee's file upon completion of the course and a letter sent to the candidate with the final mark achieved.

Offered bi-annually to senior Charge Custodians and Shift Leaders,

Objective:

Opportunity to promote into a category 3 or 4 building with a Centra Vac. Possible promotion and category change.

Length:

Approximately 12 hours offered about 90% on the employee's time. If the employee fails the course, that person may repeat at a later date.

Material Covered:

An in-depth course covering the startup, daily operation and shutdown of a Centra Vac system.

(e) Evaluation Process:

Promotional exams will not be held for employees

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promoting to Shift Leader or Charge Custodian. An evaluation process will be set up for the group of **thirty-six** Grade 5 custodians known as Mobile Custodians and for Carpet Shampooers and Engineers.

Evaluation will take place by the following team of five:

- Manager of Plant Engineering Operations
- 1 **Supervisor/Assistant** Supervisor, Custodial Services
- President of C.U.P.E., Local 190, or designate
- 1 Charge Custodian of greater than 3 years experience
- 1 Representative from Human Resources

People will be reviewed by the evaluation team. The evaluation team will meet an estimated four (4) times per year.

The supervisor will send to the principal, supervisor and/or the charge custodian replaced, an evaluation assessment form to be completed and returned to the evaluation team. The President of C.U.P.E., Local 190 will solicit input from the membership on the individual performance of these employees while in positions of extra responsibility. Areas to be stressed in the evaluation process will be the ability to lead, direct and manage in a variety of situations while on mobile duty.

Anyone who does not pass the evaluation process will be provided an opportunity to attend an interview with the evaluation team, and the evaluation team will further review such an applicant within the **twelve-month** period following the first evaluation interview.

An employee designated by the evaluation team following both assessments, will revert to the Grade 4 position. Such employee may re-apply for a Grade 5 position after a period of 2 years.

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The evaluation will take place:

- (i) during the active mobile appointment,
- (ii) during the placed mobile appointment and
- (iii) in the shampooer/engineer positions during their time in these assignments

On recommendation by any member of this review team at their quarterly meeting, a name may be presented for review for the next meeting.

- (f) Custodians appointed as Stationary Engineers, Rug Shampooers, and Expeditors will be paid at the rate in effect for Custodians Grade 5. Assignments to active duty as Mobile Custodian shall not exceed one year in duration in any two year period. However, accumulative absences beyond five working days in duration will be added to the end of the assignment.
- (g) The number of employees assigned as Mobile Custodians in Grade 5 pursuant to Article **A.4(d)** will not be fewer than 36 at any one time, subject to qualified personnel being available.
- (h) A Grade 4 employee not assigned as Mobile Custodian or to other duties pursuant to **A.4(d)** shall continue to be paid the Grade 4 rate.
- (i) Grade 5 employees assigned to the Mobile Custodian roster but not performing the duties shall be assigned as weekend duty custodian twice during a rotation of 48 weeks on a call-out basis in accordance with Article 16.4.
- (j) Further courses of instruction shall be made available from time to time to provide for individual improvement within the Employer's service.
- (k) All probationary employees shall be provided with a basic training of Custodial Service.
- (l) An Engineer Trainee where such are appointed shall receive the employee's regular rate until certification is confirmed and the employee is classified as Stationary Engineer.

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- A.5**
- (a) A Grade 4 or 5 Custodian is eligible for temporary assignment in any of the positions described in **A.4(d)**. A Custodian temporarily assigned pursuant to this provision shall be paid at the appropriate rate of pay for the job classification to which the employee is temporarily assigned, subject to Article **16.6**.
 - (b) Custodians assigned as shift leaders shall receive 40 cents per hour in addition to regular rates.
 - (c) Custodians assigned as a mobile rug shampooer shall receive **35** cents per hour in addition to regular rates, covering actual hours worked performing rug shampooing functions.
 - (d) Employees at the Education Centre, Plant Office, and any building with day care facilities who are not assigned to day shift from off-shift during Christmas, midwinter and summer school holidays shall receive an additional 21 cents an hour during these periods.
 - (e) Where there are three or more employees on any portion of the evening or night shift, one shall be shift leader, provided the portion is **3 1/2** hours or more.
- A.6**
- (a) The rate of pay for Certified Fourth Class Engineers in schools where certification is required by reason of plant registration ~~or~~ where it is considered advisable by the Employer shall be five cents per hour in addition to regular rates.
 - (b) An Engineer at **H. B. Beal** Secondary School where appointed by the Employer shall be paid the responsibility allowance of a Category **1** school in addition to the regular Grade **5** rate.
- A.7** Except as expressly provided in this Agreement, no employee shall be paid premium rates under more than one pay provision for the same hours worked.

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**THIS IS SCHEDULE B TO THE
COLLECTIVE AGREEMENT**

B.1 The amount of the annual responsibility allowance with respect to each building and school in the Employer's system shall be upon the basis of the floor area thereof as follows:-

Category of Building or School	<u>Floor Area</u>	<u>Annual Responsibility Allowance</u>
Category 1	up to 32 000 sq.ft	\$1,100
Category 2	32001 sq.ft. - 64000 sq.ft.	1,450
Category 3	64001 sq.ft. - 300000 sq.ft.	1,800
Category 4	over 300 000 sq.ft.	2,200

B.2 The categories of all such buildings and schools shall be as follows:

CATEGORY 1

- | | |
|--------------------------|-------------------------|
| 1. A. E. Duffield | 9. Orchard Park |
| 2. Bishop Townshend | 10. Oxford Park |
| 3. Brick Street | 11. Sherwood Forest |
| 4. Clara Brenton | 12. Sir G. E. Cartier |
| 5. Huron Heights | 13. Sir Isaac Brock |
| 6. John Dearness | 14. Westdale |
| 7. Manor & Highland Park | 15. University Heights |
| 8. Northdale | 16. Westminster Central |

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CATEGORY 2

1. Aberdeen
2. Arthur Ford
3. Arthur Stringer
4. Bonaventure Meadows
5. Byron Northview
6. Byron Somerset (Jan.92)
7. Byron Southwood
8. C.C. Carrothers
9. Chippewa
10. Cleardale
11. Ealing
12. Empress
13. Evelyn Harrison
14. Fairmont
15. F.D. Roosevelt
16. Forest City
17. Hillcrest
18. Jack Chambers
19. Jeanne Sauvé
20. Kensal Park
21. Knollwood Park
22. Lester B. Pearson
23. Lord Elgin
24. Lord Roberts
25. Marie-Curie
26. Masonville
27. M.B. McEachren
28. Mountsfield
29. Nicholas Wilson
30. Northbrae
31. Northridge
32. Prince Charles
33. Princess Anne
34. Rick Hansen
35. Riverside
36. Ryerson
37. St. George's
38. Sir W. Churchill
39. Stoneybrook
40. Tecumseh
41. Trafalgar
42. Tweedsmuir
43. Victoria
44. W. Sherwood Fox
45. Westminster Ponds
46. Woodland Heights
47. Wortley Road
48. White Oaks

CATEGORY 3

1. Ashley Oaks
2. Emily Carr
3. Glen Cairn
4. J.P. Roberts
5. Lord Nelson
6. Lorne Avenue
7. Princess Elizabeth
8. Sir J.A. Macdonald
9. Westmount
10. Wilfrid Jury
11. Banting
12. Central
13. Clarke Road
14. Laurier, Sir Wilfrid
15. Lucas, A.B.
16. Montcalm
17. Oakridge
18. Ross, Sir George
19. South
20. Thames
21. Westminster
22. Wheable, G.A.
23. Wilton Grove
24. Education Centre

CATEGORY 4

1. Beal, H. B.
2. Saunders

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**THIS IS SCHEDULE C TO THE
COLLECTIVE AGREEMENT**

C.1 The following shall be the regular hours of work for employees in the bargaining unit with respect to all buildings and schools which are in the Employer's system as at the date upon which this Agreement commences to operate. A request for a change of hours for an employee shall be presented by the Principal to the Manager and shall be subject to mutual agreement by the Labour-Management Co-operation Committee. Such revised hours shall continue for all purposes, i.e., job postings unless and until terminated by either party on thirty days' notice to the other and discussed by the Labour-Management Co-operation Committee during such thirty day period.

A copy of the proposal shall be forwarded to the Union prior to the meeting of the Labour Management Cooperation Committee.

<u>Charge Custodian</u> Category 1 and 2 Buildings	06:30 to 16:30 Daily Monday through Friday
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<u>Charge Custodian</u> Category 3 and 4 Buildings	06:30 to 16:30 Daily Monday through Friday
----------------------------------------------------------	-----------------------------------------------

The hours of work for Charge Custodians shall be any nine consecutive hours between 06:30 and 16:30.

The hours in each location would require mutual agreement between the Manager of Custodial Services and the employee concerned.

Lunch periods for Charge Custodians shall be one hour between 10:30 and 14:00.

Existing lunch period schedules for Charge Custodians shall remain. Any changes to the regular schedule due to

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the needs of the system shall be by mutual agreement with the employee, the Supervisor and the Principal, Consent shall not be unreasonably withheld and unresolved disputes will be referred to Labour/Management Meetings.

Grades 2, 3, 4 & 5 07:00 to 16:30. Daily
(Day Custodian) Monday through Friday with
one hour for lunch. Lunch
hour will be alternated so that
boiler operation and general
supervision will be continuous
from 07:00 to 16:30.

The hours of work for Day Custodians shall be any nine consecutive hours between 07:00 and 16:30.

The hours in each location would require mutual agreement between the Manager of Custodial Services and the employee concerned.

10:30 - 19:00 Shift 10:30 to 19:00
Monday through Friday with
1/2 hour for lunch. The time
of the lunch period will be at
the discretion of the Charge
Custodian.

The hours of work for the 10:30 to 19:00 shift shall be any eight consecutive hours between 10:30 and 19:00.

The hours in each location would require mutual agreement between the Manager of Custodial Services and the employee concerned.

Grades 2, 3, 4 & 5 15:00 to 23:30. Daily
(Evening Custodian) Monday through Friday with
1/2 hour for lunch. The time
of the lunch period will be at
the discretion of the Charge
Custodian.

The hours of work for Evening Custodians shall be any eight consecutive hours between 15:00 and 23:30.

The hours in each location would require mutual agreement between the Manager of Custodial Services and the employee concerned.

Grades 3, 4 & 5
(Night Custodian) 23:00 to 07:30. Daily
Monday through Friday with
1/2 hour for lunch. The time
of the lunch period will be at
the discretion of the Charge
Custodian.

The hours of work for Night Custodians shall be any eight consecutive hours between 23:00 to 07:30.

The hours in each location would require mutual agreement between the Manager of Custodial Services and the employee concerned.

Grade 1 and Grade 3 The regular hours of work for
Grade 1 and Grade 3
custodians will be any four
consecutive hours between
the hours of 07:00 and 23:30
as individual circumstances
dictate. Such schedules shall
be adhered to unless other
times are agreed upon by the
Manager, Custodial Services,
and the employee in the
school concerned to facilitate
operations in special
circumstances.

C.2 During the Christmas, Mid-Winter and Summer School holidays and in alternate school year calendar schools (during intercessions when regular staff and students in that facility are on break), the hours of work will be 07:00 to 11:30 and 12:00 to 15:30 daily, Monday through Friday, unless other times are agreed upon by the Manager, Custodial Services and the employees in the school concerned, to facilitate operations under special circumstances.

C.3 During holiday periods, a custodian may be required to work between the hours of 09:00 to 17:00 hours. This shift would be assigned equally between all employees in

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each location.

- (Any alteration in the foregoing hours of work due to changes in the curriculum of a school shall be effected only with the prior approval of the Manager, Custodial Services.
- C.5 An employee shall be entitled to a 10 minute rest period in each half of the employee's shift.
- C.6 Except in cases of emergency, an employee will be given 48 hours' notice of a change of shift. This provision shall not apply to the mobile unit.
- C.7 From the Friday following Canada Day to the second Friday preceding Labour Day, inclusive, the hours of work on Fridays for employees regularly employed with the Board and actively at work on such day shall be 7:00 a.m. until 12:30 p.m. with one ten minute rest period and no lunch break with no reduction in straight time earnings. Such employees will be eligible for overtime if required to work beyond 1:00 p.m. on such days, except where an employee is required to be on duty under special circumstances under C.3 in which case time off in lieu will be granted under mutual agreement with the Manager, Custodial Services, on a straight time basis.

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**THIS IS SCHEDULE D TO THE
COLLECTIVE AGREEMENT**

**Seniority job groups for the purposes of Article 9.1(b) to read
as follows:**

- **Custodian Grade 1**
- **Custodian Grade 2**
- **Custodian Grade 3**
- **Custodian Grade 4**
- **Custodian Grade 5**

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**THIS IS SCHEDULE E TO THE
COLLECTIVE AGREEMENT**

The following instructions are to be adhered to when applying for Job Vacancies posted as per Article 10.

Instruction on a 1st (First) Polling

A first polling is Terminal on filling the position posted for, Therefore the following wording is correct for a First Polling Application:

I wish to apply for the position of _____
in _____ School as posted in your notice
of _____ **199**__.

Instructions on a 2nd (Second) Polling

1. If you are interested only in the position polled use the same example as for a First polling.
2. If the position polled would be a promotion for you and you would like to apply for other promotional vacancies becoming available through this polling, use the following example.

Example for #2

I wish to apply for the position of _____
in _____ School as posted in your notice
of _____ **199**__.

If I am not successful in this application I am applying for any subsequent vacancy that would be a promotion, occurring from this polling.

NOTE: This example is General Coverage and you could be obligated to accept any promotion to any place in the system.

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3. Therefore, if you wish to apply for the promotional position polled but would want to be considered also for other promotional positions in only certain buildings or areas, use the following example.

Example for #3

I wish to apply for the position of _____
in _____ School as posted in your notice
of _____ **199**__.

If I am not successful in this application I am applying for any promotional vacancy that may occur as a result of this polling, in (1 or more) _____ School or Schools, **or** in the _____ area of the city.

4. (a) If the position polled is the same Grade or Category you already hold and you bid on it, you are then bidding for a Transfer. Therefore use the example for a First Polling if you are interested only in the Position that is being polled.
- (b) If bidding in the case of 4 (a) but would still accept Transfers you would word the application as follows:

Example 4 (b)

I wish to apply for the position of _____ in
_____ School as posted in your notice
of _____ **199**__.

If I am not successful in this application I am applying for any Transfer that may become available from this posting.

NOTE: This again is general and would obligate you to Transfer to any place in your Grade or Category.

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- (c) If bidding in the case of 4 (a) but would also accept only certain other vacancies that may occur, use the following example:

Example 4 (c)

I wish to apply for the position of _____
in _____ School as posted in your notice
of _____ **199**__.

If I am not successful in this application I am
applying for a Transfer to a vacancy in (1 or
more) _____ School or Schools, or in
the _____ area of the city that may occur
as a result of this polling.

5. When you apply for a position that would be a promotion and wish your application to stand for any subsequent promotions occurring, but not being successful in this area you still wish to Transfer, use the following example.

Example 5

I wish to apply for the position of _____
in _____ School as posted in your notice
of _____ **199**__.

If I am not successful in this application, I wish to apply
for any subsequent Promotional vacancy occurring from
this polling. If I am not successful in obtaining
promotion I wish to apply for a Transfer to
_____ (here you name (1) any place in the
system, or (2) a certain area of the city, or (3) the
schools by name in which you are interested as a result
of this polling.)

6. You may start any 2nd Polling by the wording that you do not wish to apply for the position polled but wish to apply for (here you state your request) that may subsequently occur from this polling.

LETTERS OF INTENT

1. During recent collective bargaining negotiations between The Board of Education for the City of London and Canadian Union of Public Employees, Local 190, the Union requested that it be provided with one copy of the Standards Book used by the Board in the evaluation of schools. The Board agreed to provide to the Union one copy of the Standards Book used in evaluation of schools but not the evaluation book in respect of any specific school. The Union accepted this proposal. The Board agrees that the Standards Book shall be kept current with any and all amendments.
2. During recent collective bargaining negotiations between The Board of Education for the City of London and Canadian Union of Public Employees, Local 190, the Union raised for discussion the question of accommodation for custodians in presently existing schools and buildings.

The Board agreed to provide facilities where such do not exist at the present time in two existing schools per calendar year. Such schools shall be agreed upon between the Union and the Employer. Any investigation conducted by the Union with a view to discussing the subject of which schools are to be so improved shall be conducted on the personal time of any employees engaging in such an investigation.

3. During recent collective bargaining negotiations between The Board of Education for the City of London and the Canadian Union of Public Employees, Local 190, it was agreed that any person presently Shift Leader who is affected by the introduction of a new shift so as to lose Shift Leader status shall retain the Shift Leader allowance and seniority. Such person must apply for **one** of the next two available Shift Leader positions or lose the Shift Leader status and be placed in the group of 36. If successful Article 10.5(a) shall not apply.

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4. During recent collective bargaining negotiations between The Board of Education for the City of London and the Canadian Union of Public Employees, Local 190, it was agreed that a probationary employee subpoenaed as a Crown witness on behalf of the Board is deemed to be working.
5. During recent collective bargaining negotiations between The Board of Education for the City of London and Canadian Union of Public Employees, Local 190, a question was raised by the Union with respect to an employee being granted vacation prior to the 1st of July in the year in which it is to be taken. The Board indicated that in extenuating circumstances, notwithstanding the provisions of Article 18.5, the last sentence thereof, it may in such cases grant leave of absence without pay or permit employees to take vacation prior to the 1st day of July, to cover such periods of absence provided that such requests by employees were appropriate in the circumstances and provided that it is clearly understood that the granting of any such leave or vacation is subject to mutual agreement between the Board and the employee.
6. During recent collective bargaining negotiations between The Board of Education for the City of London and Canadian Union of Public Employees, Local 190, it was agreed scheduled overtime shall be distributed as evenly as practicable in each location by the charge man among the employees who normally perform the required work in each location. For purposes of equalization, a refusal or absence during the overtime period for any reason shall be treated as time worked.
7. During recent collective bargaining negotiations between The Board of Education for the City of London and Canadian Union of Public Employees, Local 190, it was agreed that a management person will not participate as a nominee for another person at a Step of the grievance procedure where such person has already heard the grievance at an earlier Step.

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8. During recent collective bargaining negotiations between The Board of Education for the City of London and Canadian Union of Public Employees, Local **190**, it was agreed that each employee will have the opportunity every six months to sign up for available overtime outside their regular building. Two refusals or unacceptable attendance and/or performance and their name will be removed from the overtime list. System overtime will be distributed as evenly as possible among the employees who normally perform the required work.
9. During recent collective bargaining negotiations between The Board of Education for the City of London and the Canadian Union of Public Employees, Local **190**, it was agreed that both the Union and the Employer support the hiring of the handicapped persons. The rate of pay will be determined on a case by case basis by mutual agreement between the Union and the Employer.
10. During recent collective bargaining negotiations between The Board of Education for the City of London and the Canadian Union of Public Employees, Local **190**, it was agreed that in the event there is a need for staff restructuring within a building which results in positions being declared redundant, the Union will be notified with consultation at Labour/Management Meetings ten working days prior to the changes being implemented.
11. This letter overrides Article **16.2** (e) for the term of this agreement.
 - (a) Overtime will be paid to the Employee when it is recovered by the Department. If overtime is not recovered the Employer will determine whether the overtime will be paid or given as lieu time.
 - (b) Employees may bank up to **40** straight time hours of overtime by the end of the vacation year. Such hours are to be taken as time off when school is not in session, at times to be agreed by the Manager, Custodial Services or his designate and the Employee concerned. The above consent shall not be unreasonably withheld. In addition, the Manager and the

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Employee may agree to taking such time off at other times of the year. If the Employee has not selected the time to be taken off by the end of the vacation year, the Employer may schedule the time off in consultation with the Employee which must be taken during July and August after the end of the previously mentioned vacation year. If the Employer is unable to schedule the time off, the Employee shall receive payment for hours banked at the end of the vacation year but not taken or scheduled within the above summer period. This payment shall be made within four (4) weeks from September 01.

- (c) An Employee may, through mutual agreement with the Employer, during the vacation year accumulate lieu time in excess of the 40 hour bank on the condition that the excess is cleared within thirty (30) working days from when the excess overtime was earned.
 - (d) It is understood that the scheduling of time off is subject to the Employer's right to maintain a qualified workforce.
 - (e) Lieu time is to be taken only in one full day units unless otherwise agreed between the Employer and the Employee.
 - (f) Selection or scheduling of lieu time over the summer is to be done after the summer vacation schedule has been done.
12. The following two (2) individuals are excluded from the evaluation process specified in A.4 (e):
- Angus Hutchison and Barry Uttley.
13. As an exception to Article 10.2 of the CUPE Local 190 Collective Agreement, it is agreed that:

In the case of a job group III posting, employees in job group IV shall be eligible to apply. Job group seniority shall be the determining factor.

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The following example of how this would apply is provided for clarification.

An employee in job group IV has 5 years job group IV seniority and 4 years group III seniority from earlier work.

He/She bids on the job group III position using the 5 years job group IV seniority only and gets the job group III job.

He/She keeps job group IV rate of pay and Group Seniority of 5 years in the new job group III classification.

He/She carries 9 years of seniority only for General Seniority purposes (i.e. vacation, etc.).

14. It is agreed that current Grade 1 and 2 custodians who wish to remain as Grade 1's and 2's shall have the right to do so. For lay-off purposes only, the current Grade 1 and 2 custodians who decide to retain their classification shall be considered as being part of the Grade 3 classification.
15. The practice of rug shampooing being performed by custodians will be discontinued. The two rug shampooers Angus Hutchison and David Gough will retain their current rate of pay and allowance until they poll into a position of their choice or are displaced to a lower paying classification due to redundancies.
16. Full-time custodians in alternate school year calendar schools will be allowed straight time off equal to the summer Friday hours of work (i.e.: 3 hours per Friday) of other custodians in conventional schools or buildings. Such time off will be taken at a time mutually agreed to between the employee and his immediate supervisor.
17. The number of part-time Grade 3 custodians shall not exceed 25 at any given time. It is further agreed that part-time Grade 3 custodians shall not be hired while there are full-time Grade 3 custodians on lay-off.
18. Custodians will be called on Security call-outs solely on occasions where damage has been done to a building,

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which requires immediate repairs.

- ' - The Union assures the employer of its continued co-operation in the encouragement of responsible use of sick leave.

NOTE: It is understood that the Letter of Understanding of 1995 June 21 is no longer applicable.

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