

FILE # 8630

COLLECTIVE AGREEMENT

BETWEEN

SOURCE	Board
EFF.	90 07 01
TERM.	92 06 30
No. OF EMPLOYEES	900
NOMBRE D'EMPLOYÉS	D. I.



AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2544



JULY 1, 1990 to JUNE 30, 1992

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AGREEMENT BETWEEN:
THE FEEL BOARD OF EDUCATION
(hereinafter referred to as "The **Board**")
of the first **part**

- and -

ANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 2544

(hereinafter referred to as "The **Union**")
of the second **part**

JULY 1, 1990 to JUNE 30, 1992

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ARTICLE 1 - DEFINITIONS

- 1.01 'Board' means The Peel Board of Education.
- 1.02 "Union' means the Canadian Union of Public Employ: I and its Local 2544.
- 1.03 "Employee' means an employee of the Board included i the bargaining unit defined in paragraph 3.01.
- 1.04 where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included unless specifically excluded.
- 1.05 'Regular hourly rate' means the applicable hourly rate set forth in the salary schedules contained in Schedule A of this agreement.
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ARTICLE 1 - DEFINITIONSContinued)

.08 "Custodial Staff" and "Plant Operations Department" shall be deemed to include the classification of "School Attendant", but the term "Custodian", "Assistant Custodian" and "Head Custodian" shall be deemed not to include or refer to the classification of "School Attendant".

.09 "Regular part-time employee" shall mean a person employed by the Board who is a member of the bargaining unit and works a regular number of assigned hours per week, which shall normally be less than 24 hours per week.

.10 "Students" shall mean a student employed by the Board during the summer vacation period to perform custodial and maintenance duties. The following provisions of the collective agreement shall be the only provisions which apply to such students:

- Article 2 - Purpose
- Article 3 - Recognition
- Article 4 - Board's Rights
- Article 5 - Union Security
- Article 6 - Grievance Procedure
- Article 7 - Arbitration Procedure
- Article 9 - No Strike, No Lockout
- Article 10 - Union Executive and Grievance Committee
- Article 12 - Safety Provisions
- Article 23 - Termination
- Article 22 & Chart I, Schedule "A" - Salary Schedule (Student Rate only)
- Article 24.02, 24.04 and 24.05

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ARTICLE 2 - PURPOSE

2.01 The general purpose of this Agreement is to maintain harmonious relations between the Board and employees, to provide for collective bargaining, for prompt and equitable disposition of grievances, and establish salary levels, hours of work and work conditions generally for all employees who are subject the provisions of this Agreement.

RTICLE 3 - RECOGNITION

- 01 The Board recognizes the Union as the sole and exclusive bargaining agent for all its custodial staff, maintenance staff, storekeepers, printing staff, cafeteria help and school bus drivers, ~~save~~ and except Assistant Supervisors, Foreman, persons above the rank of Assistant Supervisor or Foreman, those employed as office personnel, and any other employees covered by a subsisting Collective Agreement.

- 02 This Agreement contains all the terms and conditions agreed upon by the Board and the Union and, during the term of this Agreement, neither will be required to negotiate on any further matter affecting these terms and conditions or on any other subject not included in this Agreement.

ARTICLE 4 - BOARDS RIGHTS

- 4.01 The Union acknowledges that it is the right of the Board to:
- a) maintain order, discipline and efficiency;
 - b) lay-off subject to the provisions of Article 8;
 - c) hire, direct, classify, transfer, promote;
 - d) discharge, demote, suspend or otherwise discipline employees for just cause;
 - e) maintain and enforce rules and regulations;
 - f) generally to manage Board affairs, and without restricting the generality of the foregoing, to determine the number of personnel required, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of Board facilities not otherwise specifically dealt with elsewhere in this Agreement;
 - g) none of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 - UNION SECURITY

- .01 The Board shall deduct Union dues from each pay of each employee, and remit the sum deducted together with a list of employees from whom this pay deduction is made by ~~the~~ 15th of the month following. The Union shall notify the Board in writing of the amount of such dues from time to time. The Board agrees to Insert on ~~the~~ T-4 slips given to each employee the amount of dues deducted each year.
- .02 The Board shall not be required to discharge any employee who is not a member of the Union other than for the refusal of such employee to comply with Section 5.01 of Article 5.
- .03 No member of ~~the~~ bargaining unit having completed six (6) months probation, and classified as a permanent employee as per Article 8.02 shall be terminated, nor for ~~a period~~ of one (1) year, be demoted or suffer any loss of salary as a result of the Board contracting out work or services which are performed by members of the bargaining unit.

After this period of one (1) year the employee will be paid the maximum salary for the services he/she is performing.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 It is the mutual desire of the parties hereto that complaints by employees be adjusted as quickly as possible and it is understood that an employee has no grievance until he/she has first given his/her immediate non-bargaining unit supervisor an opportunity to adjust his/her complaint. If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor within ten (10) working days after the employee becomes aware or would reasonably be expected to have become aware of the circumstances giving rise to the complaint and in doing so the employee may have the assistance of the employee's steward if the employee so desires. His/her immediate supervisor will, within ten (10) working days of having been made aware by the employee of his/her complaint, advise the employee of the supervisor's decision regarding the complaint. The employee may then, within ten (10) working days of receiving his/her immediate supervisor's decision, take the matter up as a grievance in the following manner and sequence.

STEP 1

The Union will present the alleged grievance to the Department Supervisor (e.g. Manager of Plant Operations, Manager of Plant Maintenance, Comptroller of Finance, Director of Administrative Services) in writing in a form such as that attached as Schedule "B" to this Agreement which shall include:

- a) the nature of the grievance;
- b) the remedy sought; and
- c) the Article(s) of this Agreement alleged to have been violated.

The Department Supervisor or his/her designate shall convene a meeting with the appropriate Board Officials, the grieving employee, the Union Grievance Committee and such others as he/she requires within ten (10) working days following the presentation of the grievance to him/her. The decision, in writing, to the grieving employee and to the Chairperson of the Union Grievance Committee shall be rendered within ten (10) working days following the above meeting.

ARTICLE 6 - GRIEVANCE PROCEDURE (Continued)

01 STEP 2

if the employee is not satisfied with the decision rendered at Step 1, he/she may within ten **(10)** working days thereafter submit his/her grievance in writing to the Manager of Employee Relations.

The Manager of Employee Relations, or designate, shall convene a meeting with the appropriate Superintendent, e.g. Superintendent of Plant or the Director of Administrative Services or the Comptroller of Finance, the grieving employee, and the Union Grievance Committee and such others as required within ten (10) working days following the presentation of the grievance. The decision, in writing, to the grieving employee and to the Chairperson of the Union Grievance Committee shall be rendered within ten (10) working days following the above meeting.

STEP 3

if the employee is not satisfied with the decision rendered at Step 2, he/she may, within ten **(10)** working days, submit his/her grievance to the Board's Grievance Committee through the Director of Negotiations. The employee will be assisted by the Union Grievance Committee.

The Board's Grievance Committee **shall** meet within fifteen (15) working days to deal with such grievance. The Grievor **shall** attend at this meeting.

The Board's Grievance Committee shall render its decision in writing to the grieving employee and to the Chairperson of the Union Grievance Committee or in the case of a Union grievance, the Union within ten (10) working days following the meeting.

ARTICLE 6 - GRIEVANCE PROCEDURE (Continued)

6.01 **STEP 4**

If the employee is not satisfied with the decision rendered in Step 3, he/she may, through the Union Grievance Committee, demand, in writing, that the matter be referred to arbitration in accordance with the procedure set out hereunder.

6.02 Any of the time limits specified in the Grievance Procedure may be extended by the mutual agreement of the parties. Where no such agreement has been made or where the agreed extension has expired (a) the grieving employee, or in the case of a Union Grievance the Union may proceed to the next step of the procedure if the appropriate Board Official exceeds the time allowed for him/her to act, or (b) the Board may consider the grievance abandoned if the grieving employee, or in the case of a Union Grievance, the Union exceeds the time allowed for him/her or the Union to act.

6.03 A complaint or grievance arising directly between the Board and the Union may be initiated by either party commencing with Step 2 within ten (10) working days of the occurrence complained of.

6.04 At any Step of the Grievance Procedure, the number of Union members will be restricted to a maximum of four (4) including the grievor, with the exception of Step 3 at which the number of union members will be restricted to a maximum of seven (7) including the grievor.

6.05 When any employee covered by this Agreement is called to the office to appear before the Manager of Plant Operations or Manager of Plant Maintenance or other non-bargaining unit supervisors for the purpose of being disciplined or discharged, he/she shall have a member of the Union Executive with him/her.

6.06 The Board agrees to place copies of any disciplinary letters or documents in each employee's personnel file. A copy of the letter **must be given** to the employee and upon his/her written authorization, to the Union.

ARTICLE 7 - ARBITRATION PROCEDURE

- .01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application or administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable which has been properly carried to Step 3 of the grievance procedure outlined in Article 6 above and which has not been settled will be referred within thirty (30) working days to a Board of Arbitration at the request of either of the parties hereto.

- 02 The Board of Arbitration will be composed of one person appointed by the Board, one person appointed by the Union, and a third person to act as Chairperson chosen by the other two members of the Board of Arbitration.

- 03 No person shall be appointed as an arbitrator who has been involved in an attempt to settle the grievance or alleged violation.

- 04 Within ten (10) working days of the request by either party for a Board of Arbitration, each party shall notify the other of the name of its appointee.

- 05 Should the person chosen by the Board to act on the Board of Arbitration and the person chosen by the Union fail to agree on a third person within twenty (20) working days of notification mentioned in 7.04 above, the Minister of Labour of the Province of Ontario will be asked to nominate someone as an impartial Chairperson utilizing the services of the Labour Management Arbitration Commission.

- 06 The decision of the Board of Arbitration or a majority thereof constituted in the above manner shall be binding upon both parties. If there is no majority award, the award of the Chairperson shall govern.

ARTICLE 7 - ARBITRATION PROCEDURE (Continued)

- 7.07 The Board of Arbitration shall not make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of its existing provisions.
- 7.08 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it,; and the parties will jointly bear the expenses of the proceeding, including the Arbitration Chairperson.
- 7.09 Notwithstanding the above, the parties to this Agreement may mutually agree to the appointment of a single arbitrator rather than a Board of Arbitration.
- if the parties do not agree to the appointment of a single arbitrator then the provisions of Article 7.02 shall apply.

ARTICLE 8 - SENIORITY

- 8.01 a) Seniority as referred to in this Agreement shall mean the length of continuous service in the employ of the Board or its predecessors, in a position now included in this bargaining unit or the bargaining unit represented by C.U.P.E. and its Local 1628. However, employees employed under the Local 1628 collective agreement shall have no seniority rights under this agreement unless and until they become employed in this bargaining unit.
- b) The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Board.
- c) Casual employees will not accrue seniority; however casual employees will receive preference over non-bargaining unit applicants when applying for regular positions.
- d) Notwithstanding the foregoing a casual employee who is subsequently hired as a regular employee, without any interruption of the employee's continuous service, shall be credited with seniority on the basis of the employee's most recent date of hire as a casual employee.
- 8.02 A newly hired person will be on probation and will not have any seniority standing until after he/she has worked for a total of six (6) months, provided the employee has worked a minimum of three hundred and ninety (390) hours. The employee will then be considered a permanent employee and the employee's seniority will date back six (6) months. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance.
- 8.03 Whenever, in the judgement of the Board, lay-offs of members of the bargaining unit will be required, the Board will notify the Union in writing, at least ten (10) working days prior to the lay-offs involved, the number of personnel affected and any variations from normal seniority which will be required as the result of Article 8.05.

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ARTICLE 8 - SENORITY (Continued)

8.04 A seniority list, including all current members of the bargaining unit, listed in order of seniority, will be forwarded to each location on the first day of August and February each year during the Agreement.

8.05 In all cases of lay-off or recall from lay-off seniority will govern provided the employee has the ability and qualifications to perform the job.

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a) In cases of lay-off which include employees who have been trained in particular job functions which remain a Board requirement, such employees will not be laid off unless more senior members of the bargaining unit who would otherwise be laid off are fully capable of carrying out the functions of the job.

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b) In cases of recall where the work which becomes available is of a special nature, the most senior members of the bargaining unit on lay-off who are capable of carrying out the special functions will be recalled.

8.06 In all cases under Article 8.05 or 8.07, a member of the bargaining unit replacing a less senior member, the individual "Bumping In" to the position, will be given ten (10) working days to familiarize himself with the new job. This period is not to be deemed a training period. If after ten (10) working days the individual in the judgement of the Board is not capable of carrying out the duties of the position, he/she will be notified why he/she is so considered and will be laid off subject to recall in accordance with the recall procedure, when a suitable job which he/she is capable of performing is vacant and available.

8.07 Permanent employees who are laid off because of lack of work will be retained on the seniority list for a period equal to their seniority at the time of lay-off but in no event to exceed fifteen (15) months. During that period, they will be subject to recall if suitable work becomes available which they are qualified to perform.

ARTICLE 8 - SENIORITY (Continued)

- 8.08 Recall to work shall be by registered letter or telegram addressed to the last address recorded by the employee with the Board. It shall be the duty of the employee to notify the Board promptly of any change of address. Should an employee fail to do this, the Board shall not be responsible for failure of a notice sent by registered mail to reach such employee. An employee who is recalled to work must signify his/her intention to return within five (5) working days after a notice of recall has been sent out and must return within a further ten (10) working **days** or forfeit his/her right to recall.
- 3.09 Seniority previously accumulated will be lost and the employee's service deemed terminated whenever an employee:
- a) voluntarily leaves the employ of the Board;
 - b) is discharged and not reinstated through the grievance or arbitration procedures;
 - c) is absent from work without permission and without a reasonable explanation in excess of three working days;
 - d) fails to return to work upon termination of an authorized leave of absence, unless excused by the Board, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - e) retires.
- 3.10 An employee who is or has been transferred from a position which is not part of the bargaining unit may be returned to the said bargaining unit by the Board and shall retain his/her full accumulated seniority. He/she may not, however, displace any employee as a result unless that employee is the most junior member of the bargaining unit. In such cases the provisions of Article 11.01, Job Posting, will not apply. It is understood that there will be no accumulation of seniority for services outside of the bargaining unit.
- 3.11 No employee shall be dismissed or have his/her hours reduced due to technological change.

ARTICLE 8 - SENIORITY (Continued)

Technological change

8.12 Subject to Article 8.11, the Board may make adjustment in the number and assignment of its employees as a result of technological changes and may make any such changes which are necessary to maintain efficient operations and optimal service to the public. In recognition of the impact that any such major change may have upon employees and the concern of the parties regarding employees who may be affected, the following will apply.

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- a) The employer undertakes to advise the Union as far in advance as feasible of any such changes which the Board has decided to introduce which will result in significant and immediate changes in the employment status of employees.
- b) In providing such notice the Board shall advise the Union of the following information:
 - i) the nature of the change;
 - ii) the approximate date on which the employer proposes to effect the change;
 - iii) the approximate number, classification and location of employees likely to be affected;
 - iv) the effects the change may be expected to have on the employees' employment status.
- c) Either the Union or the Employer may refer to the Joint Training Committee the issue of what, if any training may be necessary as a result of the notice given by the Employer.

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ARTICLE 9 - NO STRIKE, NO LOCKOUT

9.01 During the term of this Agreement the Board agrees that there will be no lockout and the Union agrees that there will be no strike.

Strike and lockout shall be as defined in The Ontario Labour Relations Act.

ARTICLE 10 - UNION EXECUTIVE AND GRIEVANCE COMMITTEE

10.01 The Board agrees to recognize not more than a total of twenty-four (24) members of the Union as members of the Union Executive and related Committees. The negotiating committee shall be composed of not more than ten (10) members.

10.02 a) It is understood that a member of the Union Executive or a committee member has his/h_{er} regular work to perform. If it is necessary to deal with matters arising out of this Agreement or to attend negotiations for a new Agreement during working hours he/she will not leave his/her work without first obtaining the written permission (in an emergency situation oral permission may be obtained with follow up written permission) of the Manager of Employee Relations or designate. The supervisor and applicable school official shall record the leaving and returning time of Union memb_{er} absent on Union business. The Union will be responsible for reimbursing the Board for time off on Union business at the individual's applicable ~~rate~~. No employee, other than those described in 10.0 shall engage in any Union activity during his/h_{er} regular working hours unless a request for approval for such activity from a member of the Union Executive has been received and approved in writing by the Manager of Employee Relations or designate. The Manager of Employee Relations will set out the terms and conditions of said permission in the written approval.

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b) Notwithstanding the above, the Union will not be responsible for reimbursing the Board for the fir. (1st) one hundred and twenty-five (125) days utilize per contract year.

10.03 The Union shall keep the Board informed of the name and areas of responsibility of its executive and committee members. The effective date of appointment shall be included in such notifications.

ARTICLE 11 -JOB POSTING

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- 11.01 In the event new jobs are created or vacancies occur in jobs, the Board shall post such new jobs or vacancies for a period of five (5) working days in order to allow employees to apply in writing, before outside applications are invited. When, in the judgement of the Board, the ability and qualifications are equal, then seniority will be the determining factor. No outside advertisements shall be placed until present employees have had an opportunity to apply.
- 11.02 Employees shall be given five (5) working days notice regarding permanent transfers to other locations.
- 11.03 If the Board chooses to fill the vacancy, the Board shall, if possible, make posting awards within twenty (20) working days of the closing date of the posting.
- 11.04 a) 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, 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 8. 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.
- b) In case of an employee who is on leave of absence due to pregnancy, the Union agrees to waive 90 calendar days in Article (a) and such days not to exceed 154 calendar days.

- c) 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.
- d) 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 regular, full-time employee.

- 11.05 Job Posting Applications are to be received by the Human Resources Department.
- 11.06 All notices of vacancies or new jobs inviting application shall be posted in each location and shall be numbered sequentially.
- 11.07 Each job posting must give the following information if relevant:
 - a) classification;
 - b) name and location;
 - c) category of school;
 - d) square footage of school.
- 11.08 An employee who has been successful in a job competition must remain in the position for a 12-month period before applying for another position, unless he/she has approval of the Department Supervisor.

Notwithstanding the above, the employee may apply for a position in a higher classification.

ARTICLE 11 -JOB POSTING (Continued)

- 11.09 The Board shall notify in writing each employee who has made an application for a **job** posting in accordance with this Article and who is unsuccessful, indicating the name of the successful candidate. The Board shall post notices at each location on a monthly basis, announcing the names of successful applicants for job postings.
- 11.10 Where there are extenuating circumstances prior to a job posting closing date, an employee may phone and submit the application within twenty-four **(24)** hours.

ARTICLE 12 - SAFETY PROVISIONS

- 12.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and with such promotion of safety and health as is deemed necessary.
- 12.02 Safety equipment required by the Ministry of Labour or the Board, shall be supplied by the Board and must be used or worn where and when conditions demand.
- 12.03 Whereas the Board and the Union recognize their obligations under the Occupational Health and Safety Act and are parties to an agreement entitled "Guidelines for the Structure and Function of the CUPE Joint Occupational Health and Safety Committee", the Board and the Union agree to continue to participate in a Joint Health and Safety Committee.

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ARTICLE 13 - PROBATIONARY PERIOD

- i3.01 A newly hired person is considered to be on probation for a period of ~~six~~ (6) calendar months after the date of assuming his/her position with the Board, provided the employee has worked a minimum of three hundred and ninety (390) hours. During this period ~~he/she~~ is eligible to be a member of the Union. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Leaves of Absence shall be as per Board Policy. The Board will not amend the Policy in such a way that the number and duration of the leaves of absence for this bargaining unit are reduced during the term of this agreement.

14.02 Union Leaves of Absence.

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If, at some future time, the duties of the President and/or other executive officer of the Union become full-time positions, they shall be allowed Leaves of Absence for the duration of their term of Office. This leave shall be without loss of seniority. At the end of the leave the employee shall have the right to return to his/her former position and location.

14.03 An employee who is not on any other leave of absence or lay-off shall be entitled to two (2) days leave with pay for:

- a) paternity leave at the time of birth of a son or daughter;
- b) adoption leave at the time of adoption.

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14.04 a) An employee granted a Maternity Leave or Adoption Leave pursuant to the Board's Leaves Policy, which commences on or after July 1, 1990 shall be compensated by the Board under an Unemployment Insurance Commission of Canada ("U.I.C.") approved supplementary benefit plan for the 2 week waiting period under U.I.C. at a weekly rate equal to 60% of the employee's weekly insurable earnings under U.I.C., provided that the employee

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is eligible for maternity or adoption leave benefits under U.I.C. laws and regulations; and

ARTICLE 14 - LEAVES OF ABSENCE (Continued)

- 14.04 a) (ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by U.I.C.
(As further clarification, the weekly supplementary benefit for the 2 week waiting period shall be equal to the weekly benefit received by the employee from U.I.C. during such leave.)

No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the employee's normal employment period (i.e. July and August if 10 month employment). The supplementary plan shall be subject to approval by U.I.C.

- b) The pay and benefits provided for in Article 14.03, 14.04, and 18.05 shall be the only entitlements for pay and benefits of employees on Maternity Leave or Adoption Leave.

ARTICLE 15 - HOURS OF WORK

15.01 Hours of work for full-time custodial staff normally shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday.

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The regular hours of work for a School Attendant who is a regular ~~part-time~~ employee, shall normally be scheduled between 8:00 a.m and 11:00 p.m.

The normal hours of work for ~~the~~ maintenance department and the print shop shall be from 7:45 a.m. to 4:15 p.m. but the Board may schedule shifts at other times in accordance with ~~the~~ provisions of Article 15.02.

The normal hours of work for the Central Stores Department shall be from 7:45 a.m. to 4:15 p.m. but the Board may schedule shifts at other times in accordance with the provisions of Article 15.02.

The normal hours of work for Cafeteria Workers and Cafeteria Worker - Group Leader shall be at least twenty-four (24) hours per week and up to thirty-five (35) hours per week, Monday to Friday.

The normal hours of work for Clerk Dispatcher and Maintenance Clerk classifications shall be thirty-five (35) hours per week, Monday to Friday.

15.02 It is understood that the Board will prepare a regular schedule of hours to be worked by employees. Where changes in ~~that~~ schedule are necessary involving five (5) or more employees the Board will provide ~~the~~ employee and ~~the~~ President of the Union with as much advance notice as possible. Only in the case of emergency shall there be no obligation on ~~the~~ part of the Board to give such notice.

15.03 All employees are expected, as a condition of their employment, to work in excess of their regular hours on request. The Board will endeavour to give forty-eight (48) hours notice except where emergency conditions exist. Employees required to carry out such work will be expected to do so unless they can demonstrate urgent personal reasons why they cannot.

ARTICLE 15 - HOURS OF WORK (Continued)

- 15.04 a) A School Attendant who is regularly scheduled to work but is unable to do so is required to call in to the office of the Manager of Plant Operations by 10:00 a.m. on the day in question giving the reason for the absence.
- b) The Board shall endeavour to notify casual employees before 1:00 p.m. on the day in question, if they are required to fill in for an absent employee.

ARTICLE 16 - SICK LEAVE

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- 16.01 Employees will be entitled to accumulate sick leave at the rate of ~~two~~ (2) days per month of service. At no time, however, shall such sick leave exceed the maximum accumulation of 320 days.
- 16.02 For absence in excess of five (5) consecutive working days, ~~the~~ employee shall provide medical evidence verifying the illness. The Board may require an employee to produce a medical certificate as proof of illness of any duration. Such request must be made within ~~two~~ (2) working days of ~~the~~ employee's return to work.
- 16.03 An employee shall notify his/her immediate supervisor as soon as possible or as outlined in his/her departmental directives, of any illness which will prevent him/her from performing his/her duties.
- 26
2/11
- 16.04 In the case of injury which is covered by Worker's Compensation, employees will be paid their wages in full by the Board up to a maximum of nine (9) months from the time of the injury and the Board will receive compensation for wages awarded by the Worker's Compensation Board.
- 16.05 Where an employee has used all of his/her accumulated sick leave, no further sick leave may be accumulated until the employee returns to active employment for a period of not less than twenty (20) consecutive working days.

ARTICLE 17 - RETIREMENT GRATUITY

17.01 Each full-time employee on staff as of June 30th, 1978 is eligible for a retirement gratuity after ten (10) years continuous service with the Board. The gratuity is paid to an employee who has attained the age of sixty (60) years or who is eligible for retirement under O.M.E.R.S. After ten (10) years continuous service, the gratuity will be twenty (20) percent of the current salary. The gratuity will increase two (2) percent per year of service up to a maximum of fifty (50) percent.

DAF 13

70 a.k.a. 100% 2/15/20

ARTICLE 18 - FRINGE BENEFITS

70 a.k.a. 100%

18.01 The Board agrees to contribute 100% of the prevailing premium rates for O.H.I.P., Extended Health Benefits (including vision and hearing), Group Life Insurance and Dental Plan.

18.02 Board contributions for regular part-time employees (i.e. excluding casual employees) will be pro-rated in proportion to the number of hours worked except for employees whose normal hours of work per week are thirty-five (35) hours or more.

18.03 Upon retirement from the Board, an employee with 10 or more years of continuous service with the Board or its predecessors may elect to continue to participate in any Fringe Benefit Plans in which he/she is enrolled, until the employee reaches the age of sixty-five (65). The retired employee shall assume the full cost of the premiums for such plans.

18.04 The Board shall administer a Long Term Disability Plan provided that:

- a) any such plan conforms to the requirements of the Board's insurer;
- b) the necessary level of employee participation is ensured;
- c) the employees assume 100% of the premium cost, which shall include an administration fee of not more than 5% of the premiums, which shall be paid to the Board.

18.05 Effective July 1, 1989 the Board shall pay 100% of the premium cost of any plan under Article 18 in which the employee participates, excluding Long Term Disability, during the first seventeen (17) weeks of an approved Maternity or Adoption Leave.

ARTICLE 19 - VACATIONS

9.01 Members of the Union shall be allowed an annual vacation in accordance with the following:

26 or more years service completed as of anniversary date	- 6 weeks
20 - 25 years service completed as of anniversary date	- 5 weeks
9 - 19 years of service completed as of anniversary date	- 4 weeks
1 - 8 years of service completed as of anniversary date	- 3 weeks
Less than one (1) year of service	- 1-1/4 days per month

Vacation pay shall be calculated on the basis of the standard work week and day as outlined in Article 15 at the regular hourly rate applicable.

Employees on unpaid absence from work as scheduled in excess of twenty (20) days of work during the calendar year shall receive vacation pay based on a pro-rata portion of full vacation.

9.02 Should a holiday as defined in Article 20, fall or be observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each such holiday in addition to his/her regular vacation time.


ARTICLE 19 - VACATIONS (Continued)

- 19.03 The Board reserves the right to schedule vacations to meet its operating requirements. For Custodial staff, vacations are to be scheduled in the period when schools are closed for the summer vacation. Custodians with four (4) weeks or more vacation entitlement shall, subject to the agreement of the Manager of Plant Operations, be permitted to schedule up to two (2) weeks of their vacation at other times. Custodians with three (3) weeks vacation entitlement shall, subject to the agreement of the Manager of Plant Operations, be permitted to schedule up to one (1) week of their vacation at other times. Custodial staff taking their vacation in the summer may elect to take their full vacation at one time. All other bargaining unit members may elect to take their full vacation at any time subject to the agreement of the appropriate supervisor.
- 19.04 Where an employee has used up all of his/her accumulated sick leave, he/she will not be eligible to accumulate further vacation credits other than that earned prior to his/her sick leave expiring until he/she has returned to active employment for a period not less than twenty (20) consecutive working days.
- 19.05 Should a pay date fall during a full-time or a regular part-time employees' scheduled vacation the employee may have the option of receiving the cheque for that pay date immediately prior to taking such vacation leave, provided the Payroll Department has been given at least four (4) weeks prior notice of the employee's scheduled vacation.
- 19.06 Vacations shall not accumulate from year to year. A year is defined as the period from the employee's anniversary date to anniversary date.

ARTICLE 20 - PAID HOLIDAYS

3.01 The paid holidays recognized by the Board are undernoted:

New Year's Day
~~Heritage Day~~ (if proclaimed and is a school holiday)
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day (if declared a school holiday by the
Ministry of Education)
Christmas Day
Boxing Day



3.02 In order to qualify for paid holidays, the employee must work his/her full scheduled work period immediately preceding and following the holiday or be on authorized vacation during this period or be on authorized paid leave.

ARTICLE 21 - ANNUAL INCREMENTS

21.01 With the exception of preventive maintenance mechanics, new employees on completion of six (6) months service from starting date, will be brought to one half (1/2) of the maximum of salary range, and on completion of one (1) year service from starting date will be brought to maximum of salary range.

21.02 The Preventive Maintenance Training Program will be of three (3) years' duration. Each participant will progress from minimum to maximum salary in three (3) years, increments each equal to one third (1/3) of the difference between minimum and maximum salary. These increments will only be allowed if the participant has been successful in all required classroom training and related examinations and in the opinion of the Manager of Plant Operations has progressed favourably within the training program. Increments will be applied on each participant's anniversary of joining the program. One half (1/2) of the increment will be considered applicable to the classroom training and related examinations, the other one half (1/2) to job experience and progress.

21.03 Any tradespersons who are required to take compulsory courses in order to maintain their present licenses shall be permitted paid leave for time spent at the course held during normal working hours. Compensation for tuition and material will be given in all cases.

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ARTICLE 22 - WAGES

- 2.01 The Board agrees to pay and the Union agrees to accept, for the term of this Agreement, the rates and wages as outlined in Schedule "A" attached hereto and forming part of this Agreement.

5/11



ARTICLE 23 - TERMINATION

- 23.01 This Agreement shall continue in effect from July 1st 1990 to June 30th, 1992 and shall continue ~~automatically hereafter~~ for annual periods of one year each, unless either party notifies the other in writing not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 23.02 In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) days following notification of amendment as provided in the preceding paragraph or any longer period which may be mutually suitable.

ARTICLE 24 - MISCELLANEOUS PROVISIONS

- 4.01 Copies of the new Agreement in a mutually agreed format shall be issued to all employees. New employees shall be given a copy of the contract on their date of hire by the Board. The cost of printing will be shared equally by the Board and the Union.
- 4.02 A Labour Management Committee shall meet not less than twice per year or more frequently if requested by either party; but not more than once per month. The Committee shall attempt to solve problems arising during the term of the Agreement.
- 4.03 There shall be a training committee consisting of six (6) representatives of the Board and six (6) representatives of the Union. The mandate of the training committee shall be to review the needs of the employees and the Board with respect to the training of bargaining unit members. The committee shall make recommendations to the Board. The committee shall have such resources and assistance as may be agreed to be necessary. It shall meet every two months or as otherwise mutually agreed. Without limiting the generality of the foregoing, the committee's mandate shall include the development of the annual Professional Development Programme for bargaining unit employees.
- 4.04 The Board shall notify the Union of all promotions, demotions, hirings, transfers, recalls, resignations, retirements, deaths or other terminations of employment, provided however, that failure by the Board to do so shall not nullify or affect the validity of any such Board action.

ARTICLE 24 - MISCELLANEOUS PROVISIONS (Continued)

- 24.05 The Union shall be provided semi-annually or as mutually agreed, with a mailing list of Union members' addresses and names, excluding those of any such members who have not given the Board permission to distribute such information.
- 24.06 Neither the Board, the Union nor the employees shall discriminate against any employee in his or her employment, because of race, creed, colour, national origin, religion, age, sex, or disability, as those terms are defined by the Ontario Human Rights Code, nor by reason of membership or non-membership in a union.



SCHEDULE "A" - PLANT OPERATIONS DEPARTMENT

x) Annual Salary - see attached Chart "1".

y) Overtime (Board Operation)

- i) Authorized overtime in excess of eight (8) hours per day will be paid ~~at~~ the rate of one and one half (1-1/2) times the employee's regular hourly rate.

Work performed on Sundays and Statutory holidays will be paid at the rate of two (2) times the employee's regular hourly rate.

- ii) An employee called in to work outside his/her scheduled shift without previous notice shall be paid for a minimum of two hours at the appropriate overtime rate.
- iii) All work performed after 4:30 p.m. on the day before Christmas and the day before New Year will be paid at twice the regular rate.

z) Floor Cleaning Allowance

In certain public schools designated by the Manager of Plant Operations, Custodians will receive an annual allowance of \$56.28 effective November 27, 1990 and \$59.38 effective July 1, 1991 per classroom for maintaining floors as required by the Superintendent of Plant. Gymnasium floors in a public school will be regarded as equivalent to two classrooms. This allowance shall be paid in three equal installments in the first pay in January, April and June.

aa) Summer Playground Allowance

An allowance of \$30 per week will be paid to a Custodian who looks after a Recreation Summer Playground held at his/her school whether for part or full day.

SCHEDULE "A" - PLANT OPERATIONS DEPARTMENT (Continued)

e) Promotion

Any employee appointed to a higher category with a salary range upon satisfactory completion of a probationary period of sixty (60) calendar days; is to be confirmed in that appointment and the salary applicable to this position is to be retroactive to the date of appointment in accordance with the provisions of Section (f).

f) Allowance Paid to Head Custodian on Appointment

When an employee is appointed to a higher category, he/she shall receive the maximum salary of that category, immediately upon his/her appointment, subject to the probationary period of sixty (60) days as outlined in Section (e). When an employee is demoted from one category to another, his/her salary will be reduced to the maximum of his/her new category.

g) Acting Positions

If an employee is temporarily appointed to a higher category for a longer term than ten (10) consecutive working days, he/she shall be paid at the rate of that category commencing with the first day. Acting appointments may not be made as a direct result of absence due to vacation during the summer vacation period.

h) Uniforms

Upon employment, an employee shall receive a full set of uniforms, i.e. 2 shirts, 2 pairs of trousers, 1 tie, 1 windbreaker and 1 blazer. After one (1) year of service employees may request uniform replacements to a maximum of \$179 per year, as of November 27, 1990 and \$189 per year, as of July 1, 1991, plus sales tax. The annual uniform replacement allowance may be used to purchase safety apparatus (glasses, shoes, snowsuits and smocks).

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SCHEDULE "A" - PLANT OPERATIONS DEPARTMENT (Continued)

i) Uniforms (Continued)

School Attendant shall receive an allowance of \$90 per year, as of November 27, 1990 and \$95 per year, as of July 1, 1991.

Appropriate uniforms are expected to be worn at all times during regular and overtime working hours.

j) Special Heating Season Allowance

During the heating season in schools with oil or gas fired boilers, the Head Custodian or Building Supervisor shall work seven and one half (7-1/2) hours per day Monday to Friday, and on Saturday and Sunday he/she shall spend a total of two and one half (2-1/2) hours attending the heating unit. For statutory holidays, occurring during the heating season, he/she shall be paid a lump sum of \$325 on the first pay in May.

k) Split Shift Allowance

1. The Board agrees to pay monthly (commencing in September) over a ten (10) month period, a mileage allowance to Head Custodians who are on a split shift. Commencing November 27, 1990 the allowance will be \$67.20 per month to a maximum of \$672.00 per year, and commencing July 1, 1991, \$70.90 per month to a maximum of \$709.00 per year. All claims for this allowance must be made on the appropriate claims form.

2. A split shift Head Custodian shall be one who has a break of two (2) hours or more between the first part of his/her shift. The complete shift, however, must be completed within ten and one half (10-1/2) hours from starting time.

l) Shift Premium

The Board agrees to pay a shift premium of 40 cents per hour on any shift that commences at or after 12 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

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SCHEDULE "A" - PLANT OPERATIONS DEPARTMENT (Continued)

l) Compensating Time in Lieu of Overtime

Compensating time off in lieu of overtime pay will be granted up to a maximum of forty (40) hours per contract year and will be calculated at time and one half or double time.

Compensating time off can only be taken with the approval of the appropriate supervisor provided such time off does not interfere with the Board's operating requirements, and provided at least two (2) working day notice has been given of Intent to take time off. Such approval shall not be unreasonably withheld. There shall be no carry over of such accumulation from year to year.

If, in the judgement of the supervisor and foreman, the granting of compensating time off will interfere with the Board's operating requirements the employee may be required to accept payment at the appropriate overtime rate in lieu of compensating time off.

SCHEDULE "A" - MAINTENANCE, PRINT SHOP, PURCHASING &

a) Annual Salary - see attached Chart "2".

b) Apprentices - Annual Salary

The minimum annual salary for apprentices will be that percentage of the Board's trades' rates as established under the Ontario Apprenticeship Act.

c) Overtime

Compensating time off in lieu of overtime pay will be granted up to a maximum of one hundred and twenty (120) hours per contract year and will be calculated at time and one half or double time.

Cali in pay will not apply if an employee is called in one (1) hour or less prior to the beginning of his/her scheduled shift.

Compensating time off can only be taken with the approval of the appropriate supervisor provided such time off does not interfere with the Board's operating requirements, and provided at least two (2) working days notice has been given of intent to take time off. Such approval shall not be unreasonably withheld. There shall be no carry over of such accumulation from year to year.

If, in the judgement of the supervisor and foreman, the granting of compensating time off will interfere with the Board's operating requirements the employee may be required to accept payment at the appropriate overtime rate in lieu of compensating time off. Employees will be paid for a minimum period of two (2) hours at time and one half if called in to work overtime.

Work performed on Sundays and statutory holidays due to Board operation shall be compensated at two (2) times the employee's regular salary rate.

All work performed after 4:15 p.m. on the day before Christmas and the day before New Year's will be paid at twice the regular rate.

EDULE A - MAINTFNANCE, PRI JT SHOP, PURCHASING &
TERIA DEPARTMENT (Continued)

d) Uniforms

Upon employment, Maintenance Department employe will be supplied with:

2 pairs of trousers, 1 nylon storm coat, 1 windbreaker, 1 t
2 shirts, 1 hut and 2 sets of coveralls.

After one (1) year of service, employees may requ uniform replacements to a maximum of \$197 per year, a of November 27, 1990 and \$208 per year, as of July 1, 1991 plus sales tax. Tradespersons are required to report for wor dressed in the approved uniform clothing and a responsible for any expenditure over and above th annual uniform replacement allowance required to maintain this clothing. The annual uniform replac allowance may be used to purchase safety appar (glasses, shoes, snowsuits, etc.).

For Printing and Stores Department staff and Cl Dispatchers, the uniform replacement allowance will b \$179 per year, as of November 27, 1990 and \$189 per yea as of July 1, 1991, and coveralls will not be providec Cafeteria workers will receive an allowance of \$99 p year, as of November 27, 1990 and \$104 per year, as of July 1, 1991, for uniforms.

Appropriate uniforms are expected to be worn at all time during regular and overtime working hours.

Notwithstanding the above, Maintenance, Printing and Stores Department staff shall be supplied with their first pair of C.S.A. approved safety footwear, at the Board's expense, upon commencement of employment in th Departments.

Safety footwear must be worn by the employees at a times during regular and overtime working hours.

A safety footwear replacement allowance of \$75 per yea will be included in the uniform replacement allowance fo these employees, or for any other employees who in the future are required to wear safety footwear by the Mini of Labour or the Board.

SCHEDULE "A" - MAINTENANCE, PRINT SHOP, PURCHASING &
CAFETERIA DEPARTMENT (Continued)

-)) A _____
- When an employee is appointed to a higher category he/she shall receive the maximum salary of that category immediately upon his/her appointment subject to the probationary period of sixty (60) days. When an employee is demoted from one category to another, his/her salary will be reduced to the maximum of his/her new category.

Salary Schedule Notation

To calculate the weekly salary, divide the annual salary by 52 weeks.

To calculate the hourly rate, **divide** the annual salary by 2080 hours for those staff working 40 hours per week. For those staff working 35 hours per week (Clerk Dispatchers and Maintenance Clerks) divide the annual salary by 1820 hours to calculate the hourly rate.

Part "1", Schedule "A"

**THE PEEL BOARD OF EDUCATION
CUSTODIAN AND MAINTENANCE - C.U.P.E. LOCAL 2544
SALARY SCHEDULE - JULY 1, 1990**

<u>JOB TITLE</u>	<u>MINIMUM</u>	<u>6 MONTH</u>	<u>MAXIMUM</u>
PLANT OPERATIONS DEPARTMENT			
ASSISTANT CUSTODIAN	28,239 (543.06) 13.58	29,467 (566.67) 14.17	30,669 (589.79) 14.74
HEAD CUSTODIAN			
Category 01 less than 35,000 sq.ft.	29,162 (560.81) 14.02	30,929 (594.79) 14.87	32,697 (628.79) 15.72
Category 02 35,000 - 65,000 sq.ft.	29,946 (575.88) 14.40	31,718 (609.96) 15.25	33,491 (644.06) 16.10
Category 03 65,000 - 175,000 sq.ft.	30,810 (592.53) 14.81	32,770 (630.19) 15.75	34,703 (667.37) 16.68
Category 04 + 175,000 sq.ft.	32,146 (618.19) 15.45	34,143 (656.60) 16.41	36,114 (694.50) 17.36
BUILDING SUPERVISOR			
Category 01 30,000-175,000 sq.ft.	36,133 (694.87) 17.37	36,521 (702.33) 17.56	36,886 (709.35) 17.73
Category 02 + 175,000 sq.ft.	37,108 (713.62) 17.84	37,472 (720.62) 18.02	37,835 (727.60) 18.19
SCHOOL ATTENDANT	11.42	12.20	12.97
STUDENT			8.15

Chart "2", Schedule "A"

THE PEEL BOARD OF EDUCATION
CUSTODIAN AND MAINTENANCE - C.U.P.E. LOCAL 2544

SALARY SCHEDULE- JULY 1, 1990

JOB TITLE	MINIMUM	6 MONTH	MAXIMUM
MAINTENANCE, PRINT SHOP, PURCHASING, AND CAFETERIA DEPARTMENT			
Preventive Mtce. Mech. - Leadhand	34,896 (671.08) 16.78	37,326 (717.81) 17.95	39,754 (764.5) 19.1
Preventive Mtce. Mech.	33,409 (642.48) 16.06	35,840 (689.23) 17.23	38,243 (735.4) 18.5
Maintenance 'A'	29,942 (575.81) 14.40	31,849 (612.48) 15.31	33,756 (649.1) 16.2
Clerk Dispatcher	25,547 (491.29) 14.04	27,173 (522.56) 14.93	28,801 (553.8) 15.5
Maintenance Clerk	24,138 (464.19) 13.26	25,764 (495.46) 14.16	27,390 (526.7) 15.0
Storesperson Driver - 1	29,196 (561.46) 14.04	31,055 (597.21) 14.93	32,914 (632.9) 15.5
Storesperson Driver - Leadhand	30,734 (591.04) 14.78	32,567 (626.29) 15.66	34,401 (661.5) 16.5
School Bus Driver	27,460 (528.08) 13.20	28,776 (553.38) 13.83	30,089 (578.6) 14.4
Electrician, Plumber, Refrigeration Mechanic AND Heating and Pneumatic Control Technician			46,897 (901.8) 22.5:
Landscape Gardener - Leadhand			35,194 (676.8) 16.9:
Grounds and Transportation - Leadhand			35,565 (683.9) 17.10
Welder			43,472 (836.0) 20.90

Article 2, schedule A'

**M E PEEL BOARD OF EDUCATION
CUSTODIAN AND MAINTENANCE - C.U.P.E. LOCAL 2544
SALARY SCHEDULE-JULY 1, 1990**

<u>JOB TITLE</u>	<u>MINIMUM</u>	<u>6 MONTH</u>	<u>MAXIMUM</u>
<u>MAINTENANCE, PRINT SHOP, PURCHASING AND CAFETERIA DEPARTMENTS,</u>			
<u>continued</u>			
Painting Technician 1			43,457 (835.71) 20.89
Painting Technician 2			39,482 (759.27) 18.98
Painter			38,915 (748.37) 18.71
Apprentice Carpenter, Locksmith and Painter and Stonemason			43,457 (835.71) 20.89
V. Repairperson 1			38,915 (748.37) 18.71
V. Repairperson 2			33,756 (649.15) 16.23
Chief A.V. Repair Technician			43,457 (835.71) 20.89
Painter	30,014 (577.19) 14.43	31,229 (600.56) 15.01	32,418 (623.42) 15.59
Cleaner Person	24,686 (474.73) 11.87	25,850 (497.12) 12.43	26,991 (519.06) 12.98
Intermediate Printer/ Cleaner Person	27,337 (525.71) 13.14	28,527 (548.60) 13.71	29,717 (571.48) 14.29
Cafeteria Worker Group Leader			14.05
Cafeteria Worker			12.97

Chart "1", schedule "A"

THE PEEL BOARD OF EDUCATION
CUSTODIAN AND MAINTENANCE - C.U.P.E. LOCAL 2544
SALARY SCHEDULE - JULY 1, 1991

JOB TITLE	MINIMUM	6 MONTH	MAXIMUM
PLANT OPERATIONS DEPARTMENT			
ASSISTANT CUSTODIAN	29,792 (572.92) 14.32	31,088 (597.85) 14.95	32,356 (622.23) 15.56
HEAD CUSTODIAN			
Category 01 less than 35,000 sq.ft.	30,766 (591.65) 14.79	32,630 (627.50) 15.69	34,495 (663.37) 16.58
Category 02 35,000 - 65,000 sq.ft.	31,593 (607.56) 15.19	33,462 (643.50) 16.09	35,333 (679.4) 16.95
Category 03 65,000 - 175,000 sq.ft.	32,505 (625.10) 15.63	34,572 (664.85) 16.62	36,612 (704.0) 17.60
Category 04 ± 175,000 sq.ft.	33,914 (652.19) 16.30	36,021 (692.71) 17.32	38,100 (732.69) 18.32
BUILDING SUPERVISOR			
Category 01 130,000-175,000 sq.ft.	38,120 (733.08) 18.33	38,530 (740.96) 18.52	38,915 (748.37) 18.71
Category 02 ± 175,000 sq.ft.	39,149 (752.87) 18.82	39,533 (760.25) 19.01	39,916 (767.62) 19.19
SCHOOL ATTENDANT	12.05	12.87	13.68
STUDENT			8.60

*** 2*, Schedule "A"**

THE PEEL BOARD OF EDUCATION

CUSTODIAN AND MAINTENANCE - C.U.P.E. LOCAL 2544

SALARY SCHEDULE - JULY 1, 1991

<u>JOB TITLE</u>	<u>MINIMUM</u>		<u>6 MONTH</u>		<u>MAXIMUM</u>	
<u>MAINTENANCE, PRINT SHOP, PURCHASING AND CAFETERIA DEPARTMENTS</u>						
Electrician - Leadhand	36,815	(707.98) 17.70	39,379	(757.29) 18.93	41,940	(806.54) 20.16
Electrician - Leadhand	35,246	(677.81) 16.95	37,811	(727.13) 18.18	40,346	(775.88) 19.40
Maintenance 'A'	31,589	(607.48) 15.19	33,601	(646.17) 16.15	35,613	(684.87) 17.12
Truck Dispatcher	26,952	(518.31) 14.81	28,668	(551.31) 15.75	30,385	(584.33) 16.70
Maintenance Clerk	25,466	(489.73) 13.99	27,181	(522.71) 14.93	28,896	(555.69) 15.88
Person Driver	30,802	(592.35) 14.81	32,763	(630.06) 15.75	34,724	(667.77) 16.69
Person Driver Leadhand	32,424	(623.54) 15.59	34,358	(660.73) 16.52	36,293	(697.94) 17.45
School Bus Driver	28,970	(557.12) 13.93	30,359	(583.83) 14.60	31,744	(610.46) 15.26
Electrician, Plumber, Refrigeration Mechanic AND Heating and Pneumatic Control Technician					49,476	(951.46) 23.79
Landscape Gardener Leadhand					37,130	(714.04) 17.85
Funds and Transportation Leadhand					37,521	(721.56) 18.04
elder					45,863	(881.98) 22.05

Chart "2", Schedule "A"

THE PEEL BOARD OF EDUCATION
CUSTODIAN AND MAINTENANCE - C.U.P.E. LOCAL 2544
SALARY SCHEDULE - JULY 1, 1991

JOB TITLE	MINIMUM	6 MONTH	MAXIMUM
<u>MAINTENANCE, PRINT SHOP, PURCHASING, AND CAFETERIA DEPARTMENT</u>			
Continued			
Heating Technician 1			45,847 (881.67 22.04
Heating Technician 2			41,654 (801.0: 20.0:
Painter			41,055 (789.5 19.74
Carpenter, Locksmith and Plasterer Mason			45,847 (881.67 22.04
A.V. Repairperson 1			41,055 (789.5 19.74
A.V. Repairperson 2			35,613 (684.87 17.1"
Chief A.V. Repair Technician			45,847 (881.67 22.04
Printer	31,665 (608.94 15.22	32,947 (633.60 15.84	34,201 (657.71 16.44
Bindery Person	26,044 (500.85 12.52	27,272 (524.46 13.11	28,476 (547.62 13.69
Intermediate Printer/ Bindery Person	28,841 (554.63 13.87	30,096 (578.77 14.47	31,351 (602.90 15.07
Cafeteria Worker Group Leader			14.82
Cafeteria Worker			B 13.68



CANADIAN UNION OF PUBLIC EMPLOYEES
SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE



GRIEVANCE FORM

(To be completed in triplicate)

FORMULE DE GRIEF

(Remplir en triplicate)

Case No.: _____

Local No.: _____

File No.: _____

Local No.: _____

Employer _____
Employeur

Employee _____
Employé(e)

Department _____ Classification _____
Département Classification

Supervisor _____
Supérieur immédiat

TO: _____
À :

I/We the undersigned claim that _____
e/Nous le(s) soussigné(es) affirmons que _____

Therefore I/we request that _____
Par conséquent je/nous recommandons que _____

Signature of Employee(s) or Union Officer _____
Signature de l'employé(e) ou des employé(e)s ou du/des dirigeant(s) syndical

*TE _____



(over) (verso)

This Collective Agreement

Reached at Mississauga this 16th day of November, 1990.

Signed at Mississauga this 12th day of February, 1991.

The **Peel Board of
Education:**

C.U.P.E. Local 2544:

Mitch Koon

Judson

W. K. ...

Fargher

Judson

APPENDIX "A"

Supplemental Unemployment Benefit (SUB) Plan for the Peel
Board of Education

1. The object of the plan is to supplement the unemployment insurance benefits received by workers for temporary unemployment caused by maternity or adoption leaves.
2. The following groups of employees are covered by the plan
Members of The Canadian Union of Public Employees,
Local 2544
3. The other requirements imposed by the employer for the receipt or the non-receipt of the SUB are:
 - (i) an employee must be eligible to receive maternity or adoption benefits from U.I.C.
 - (ii) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period. An employee employed on a ten-month basis will not be supplemented for any week during the waiting period which falls during the months of July and/or August.
4. Employees must apply for unemployment insurance benefits before SUB becomes payable.
5. Employees disentitled or disqualified from receiving U.I. benefits are not eligible for SUB. A SUB payment shall be made only when it has been verified that the employee has applied and qualified for U.I. benefits.
6. Employees do not have the right to SUB payments except for supplementation of U.I.C. benefits for the unemployment period as specified in the plan.

APPENDIX "A" (CONTINUED)

7. The benefit level paid under this plan is set at a weekly rate equal to 60% of the employee's weekly Insurable earnings under U.I.C. It is understood that in any week, the total amount of SUB, unemployment insurance gross benefits and any other earnings received by employees will not exceed 95% of the employee's normal weekly earnings.

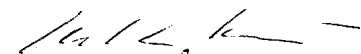
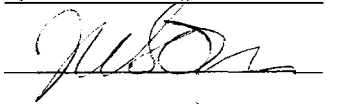
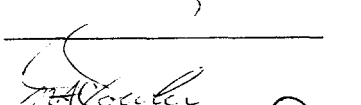
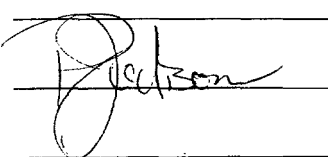
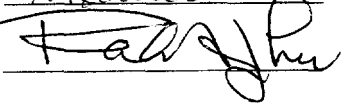
8. The maximum number of weeks for which SUB is payable is for the two week waiting period.

9. The duration of the plan is from July 1, 1990 until June 30, 1992.

Dated at Mississauga, this 16th day of November, 1990.

For The Peel Board of
Education:

For C.U.P.E. Local 2544:

	_____
	_____
	
	_____
_____	_____

LETTER OF INTENT

Letter of 1984 08 16 to E. Reusch, President, C.U.P.E. Local 2544

Re: Administrative Transfers

This letter will replace the letter dated January 24, 1984 to confirm the agreement reached between The Peel Board of Education and C.U.P.E. Local 2544.

As agreed between the parties, in situations where an Assistant Custodian and/or Head Custodian is declared excess to location due to a reduction in the Board's requirements, custodial staff at the location, or school closure, the following will apply:

- 1) When a custodial staff member is declared excess to location as a result of the above, he will be given the opportunity to take a lateral transfer to a vacant position. The Board will make available to the individual the first vacancies.
- 2) If the individual accepts the transfer, the union agrees to waive the requirements for job posting under Article 11 of the Collective Agreement. The Board will then implement the administrative transfer.
- 3) If the individual declines the transfer, the Board will place the individual in accordance with the Collective Agreement.

I trust you will find this satisfactory; however, if there are any questions or concerns, please do not hesitate to give me a call.

Signed by M.A. Fowler, Manager of Employee Relations

Copies to J. Ellison and R.J. Lee

THE PEEL BOARD OF EDUCATION
HUMAN RESOURCES DEPARTMENT

ITEM #6
INFO

July 24, 1989

TO: Superintendents
Principals of Secondary Schools
Principals of Elementary Schools
Area Supervisors of Maintenance
Members of CUPE 2544

RE: SCHOOL PAINTING

This is a reminder that a letter of intent was agreed to by The Peel Board of Education and CUPE Local 2544 some years ago as follows:

LETTER OF INTENT

It is the intent of The Board to advise Principals and Superintendents that for requirements for painting should be referred to the Area Supervisor of Maintenance and Operations.

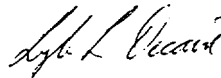
It is further the intent of The Board to advise the Superintendents and Principals that the painting requirements for Custodians will generally include such areas as outside doors, boiler room floors, fan room floors, conditioning gym floors and games lines.

Any further clarification you may need on this matter should be sought from the Area Supervisors of Maintenance and Operations.

It has come to our attention that this agreement is not being upheld in some occasions within the system. Would you please ensure that the custodial staff are not requested to do any painting beyond these parameters. The Plant Department will not be approving any expenditure of funds for any paint supplies that do not meet these guidelines.



Weldon
Superintendent of
Operations



Lyle Decaire
Superintendent of Plant

LETTERS OF INTENT

- 1) During the recent round of negotiations the parties agree to refer the following issues to their Labour Management Committee:
 - i) call-in procedures in the case of illness or off absence
 - ii) uniforms

- 2) During the recent round of negotiations the parties agree to refer the issue of apprenticeship programs to their joint Training Committee.

- 3) During the recent round of negotiations the parties agree to refer the issue of Article 12.02 - Safety Equipment, to the joint Health and Safety Committee.

LETTERS OF UNDERSTANDING

1. This will confirm that in recent negotiations the Board and the Union discussed incremental weather policies. The Board indicated that its administration is conducting a review of these policies and procedures and will consult the Union during this review.

2. This will confirm the Board's intention to provide a copy of its Leaves Policy to all bargaining unit members when change is made, and to new-hires.

LETTERS OF UNDERSTANDING (Continued)

Letter of Understanding: Re- In-school Replacements

In recent collective bargaining negotiations the Union and the Board discussed the possibility of using School Attendants, on an as-needed basis, to perform temporary assignments in a higher category, having regard for agreed upon revisions to paragraph (g) of Schedule "A". The Board's Committee indicated that the Board intends to adopt the following procedures:

- (a) School Attendants will be canvassed, through a posting, with respect to their interest in performing temporary assignments as full-time Assistant Custodians.
- (b) Qualified applicants would be placed in a pool called "Available for Temporary Assignment Pool".
- (c) When the Board determines that it requires a person in this Pool for a temporary assignment as an Assistant Custodian, preference will be given to the most senior school attendant in the Pool who normally works in the school in which the assignment arises.
- (d) It is understood that paragraph (g) of Schedule "A" applies fully.
- (e) In November, 1991 the Labour Management Committee will review these procedures with a view to determining whether any changes are needed and, if so, to jointly recommend any such changes to the Board.
- (f) It is understood that the foregoing procedure does not diminish the Board's right to accommodate temporary vacancies or absences in Assistant Custodian positions through other methods, consistent with the collective agreement.