

SOURCE	055
EFF.	9501
TERM.	9712
No. OF EMPLOYEES	7
D'EMPLOYÉS	

BOARD: Norfolk - Custodial and Maintenance

TERM: January 1, 1995 - December 31, 1997

Salary

Effective: January 1, 1996

<u>Classification</u>	<u>Salary</u>
Cleaner	\$12.15
Elementary Caretaker	\$13.25
Secondary Caretaker	\$14.25
General Maintenance Person	\$12.15
Skilled Maintenance Person (Welder, Truck Driver, Gas Fitter II)	\$14.75
Inventory Control Person	\$14.75
Tradesperson II (Carpenter, Glazier, Painter-Decorator)	\$16.50
Tradesperson I (Steamfitter, Plumber, Electrician, Refrigeration and Air Conditioning Mechanic)	\$17.50

Effective: September 1, 1996

<u>Classification</u>	<u>Salary</u>
Cleaner	\$12.75
Elementary Caretaker	\$13.60
Secondary Caretaker	\$14.25
General Maintenance Person	\$12.75
Skilled Maintenance Person (Welder, Truck Driver, Gas Fitter II)	\$14.95
Inventory Control Person	\$14.95
Tradesperson II (Carpenter, Glazier, Painter-Decorator)	\$17.00
Tradesperson I (Steamfitter, Plumber, Electrician, Refrigeration and Air Conditioning Mechanic)	\$17.70

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1995 - 1997

This Agreement Made This 1st Day Of August, 1995

Between

**THE NORFOLK BOARD
OF EDUCATION**

(hereinafter called "The Board")

Party of *the* First Part

~ And ~

**The Branch Affiliate Composed Of All
The Custodial and Maintenance Staff
Employed By The Board
Who Are Members Of**

**THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION,
District 47,**

**(hereinafter called "Custodial
and Maintenance Employees")**

Party of the Second Part

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ARTICLE I - PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Union, to provide procedures for the prompt and equitable disposition of grievances, and to set forth certain of the conditions of employment together with the rates of pay, and benefits for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario secondary School Teachers' Federation as the sole and exclusive bargaining agent for all of the custodial and maintenance employees employed by the Norfolk Board of Education, save and except forepersons, up to 6 students employed during the school vacation period(s) and persons above the rank of foreperson and persons employed under a work incentive program sponsored by other than the Employer.

ARTICLE 3 - DEFINITIONS

- 3.01 A full-time employee shall mean an employee who normally works 40 hours per week on a 12 month basis.
- 3.02 A part-time employee shall mean an employee who regularly works for less than a calendar year and/or less than 40 hours per week.
- 3.03 A temporary employee is an employee hired on a temporary basis for special projects or during periods of heavy workload/in cases of emergency/for replacement of employees absent due to illness or accident or for other similar purposes/for replacement for employees on leave of absence. A temporary employee will not be employed for more than six (6) months without the consent of both parties, to fill a vacancy arising from an extended illness, from a leave of absence exceeding six (6) months, or from the extension of a shorter leave of absence. Time worked as a temporary employee shall count toward fulfilling the probationary period in 3.04.
- 3.04 A probationary employee is a new employee serving a probationary period of 75 work days.
- 3.05 "Board" shall mean The Norfolk Board of Education.
- 3.06 "O.S.S.T.F." shall mean the Ontario Secondary School Teachers' Federation.

ARTICLE 4 - STRIKES AND LOCK-OUTS

4.01 **There shall be no strike or lock-out during the term of this Agreement.** The terms "strike" and "lock-out" shall have the meanings ascribed to them in the *Ontario Labour Relations Act*.

ARTICLE 5 - UNION SECURITY

5.01 All employees covered by this Collective Agreement who were members of **OSSTF** at the **date of certification** or who subsequently elected or may elect to join shall, as a condition of employment, **maintain** membership in OSSTF.

5.02 **All** newly-hired employees covered by this **Agreement shall**, as a **condition** of employment, **become** members of **OSSTF** as of **the** first day of employment. **Nothing** in this provision shall compel any existing employee to become a member of **the Union** and nothing in this provision shall require the Employer to discharge an employee because of **the** employee's failure to **maintain** membership in **good standing** with the **Union**.

5.03 All **members** of **the** bargaining unit shall, as a condition of employment, pay **union dues** in **accordance with** the *Ontario Labour Relations Act*.

5.04 The Employer shall, **subject to the capability of its payroll processing** programs, deduct membership dues **from the salary payments** made to employees. OSSTF shall **notify the** Employer of **the OSSTF dues** owing. **The Union** agrees to provide **the** Employer with **at least four weeks'** notice in writing of its desire to **alter** the **amount** of such dues.

5.05 All dues so **deducted shall be remitted** to the **Union c/o the Treasurer, OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3** within **30 days of the pay date on which such deductions are made.** The Employer shall accompany such remittance with a list **identifying the names, social insurance numbers and amounts deducted** for all employees.

5.06 **Local Levy**

Any local levy, as determined by the bargaining unit will be deducted by the Employer and paid to the Treasurer of the bargaining Unit.

5.07 **Salary Adjustment Information**

The Employer will provide the name, job category, basic salary or hourly rate, shift worked, grid years, years of experience, percent time, total salary and

allowances and benefits of each employee to the Bargaining Unit President and District Officer. Such information shall be provided by January 31st of each year and within a reasonable period following ratification of a new collective agreement.

- 5.08 **T-4 Income Tax** slips issued by the Employer shall state the amount of Union dues deducted from each employee.
- 5.09 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this article.

ARTICLE 6 - MANAGEMENT FUNCTIONS

- 6.01 The Union recognizes that, except as expressly modified by the provisions of this collective agreement, it is the exclusive right and function of the Employer to:
- (a) maintain order, discipline and efficiency and to make, alter and enforce rules and regulations to be observed by employees;
 - (b) hire, retire, classify, direct, transfer, promote, layoff, discipline, suspend or discharge employees, provided that a claim of discriminatory demotion, or a claim that an employee has been disciplined, suspended or discharged without just cause may be the subject of a grievance and be dealt with as hereinafter provided;
 - (c) generally manage the services and operations in which the Employer is engaged and, without restricting the generality of the foregoing, to retain all residual rights of management, to determine the work to be performed, and the scheduling of such work, and the methods and work procedures to be followed.
- 6.02 The Employer agrees that the rights set forth in this article shall not be exercised in a manner that is inconsistent with the express provisions of this agreement.

ARTICLE 7 - NO DISCRIMINATION

- 7.01 The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, colour, age, sex, sexual orientation, political or religious affiliation, or by reason of membership or non-membership in the Union.

ARTICLE 8 - LABOUR-MANAGEMENT COMMITTEE

- 8.01 The parties agree that a Labour-Management Committee comprised of up to three (3) representatives ~~from the Union~~ and up to three (3) ~~representatives~~ from the Employer shall be used for the purpose of improving ~~communications between the Parties~~ to the Agreement and discussing issues relating to the workplace which affect ~~the Parties~~ or any employee ~~bound by this~~ Agreement.
- 8.02 The Labour-Management ~~committee~~ shall ~~meet~~ as required and at the request of either ~~party~~ at a mutually agreeable time to discuss matters arising out of relations between the ~~Parties~~, including changes in terms and conditions of employment arising from legislative changes and issues of concern to either party. A written request for such a ~~meeting~~ shall be forwarded to the other ~~Party~~ and a meeting convened ~~within ten (10)~~ working days setting out the matter(s) to be discussed.
- 8.03 The Employer will be responsible for recording the Minutes and any commitments made by the ~~Parties~~. These ~~Minutes~~ shall be circulated to the ~~representatives~~ on the Labour-Management Committee within ten (10) working days.

ARTICLE 9 - PAID HOLIDAYS

- 9.01 The following public holidays will be granted with pay to all Employees:
- | | | |
|---------------------------|-------------------------|----------------------------------|
| New Year's Day | Dominion Day | Christmas Day |
| Good Friday | Civic Holiday | Boxing Day |
| Easter Monday | Labour Day | Victoria Day |
| Day before Christmas | Thanksgiving Day | Day before New Year's |
- 9.02 Where a statutory holiday ~~falls~~ other than a scheduled workday the Employer may designate ~~some~~ other day upon which to observe the holiday or the Employer may elect to pay the employees as though it had fallen on a regular working day.
- 9.03 Where a statutory holiday ~~falls~~ during an employee's approved vacation period, it shall not be deducted ~~from~~ the employee's ~~vacation~~ entitlement.
- 9.04 Employees shall not receive holiday pay if:
- (a) they have been employed for less than three (3) months;
 - (b) they have not earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the public holidays; or

- (c) they fail to work their scheduled regular day of work preceding or following the public holiday.

ARTICLE 10 - VACATIONS WITH PAY

- 10.01 Before the completion of twelve **(12) months' service**, full-time and part-time employees shall be entitled to **one (1) day's** vacation with pay per month, to a maximum of **ten (10) days** but not less than **4%** of earnings during the period.
- 10.02 Full-time and part-time employees shall be granted **two (2) weeks' vacation** with pay in each calendar year after completing twelve **(12) months' service** with the Board.
- 10.03 After completing three (3) years of service, full-time and part-time employees shall be granted three (3) **weeks' vacation** with pay.
- 10.04 After completing seven **(7) years** of service, full-time and part-time employees shall be granted four **(4) weeks' vacation** with pay.
- 10.05 After completing fifteen **(15) years of service**, full-time and part-time employees shall be granted five **(5) weeks' vacation** with pay.
- 10.06 part-time employees are only entitled to their pro-rated weekly pay during each week of their vacation period.
- 10.07 The entitlement to a vacation with pay is based on the employee being at work for the entire vacation year. If employment during the vacation year is terminated or interrupted by any type of Board approved unpaid leave of absence of over eight **(8) days duration** exclusive of pregnancy or parental leave, the vacation with pay entitlement for the year shall be reduced and paid on a pro-rata basis.
- 10.08 Any increase in vacation entitlement shall only take effect following the employee's anniversary date of employment with the Employer.
- 10.09 The number of vacation days that may be carried over from one calendar year to the next shall not exceed five **(5) days**.
- 10.10 If a paid holiday falls during an employee's scheduled vacation period, the employee shall be granted an additional day's vacation for each such paid holiday in addition to the employee's regular vacation time.

- 10.11 Vacations may be taken any time during the *calendar* year, if not interfering with **operations**, as **arranged through consultation** with the supervisor. Employees will be **granted** choice of vacation dates by **seniority**.
- 10.12 An employee who is **confined** to hospital, or who **suffers** a bereavement in the **immediate** family during **scheduled** vacation shall be **permitted** to reschedule **an** equivalent **number** of **vacation** days at a time mutually agreed upon between the employee and the appropriate supervisor. The Employer reserves the right to **request** verification. The period of confinement in hospital shall be charged to the employee's sick leave.
- 10.13 Temporary employees shall be entitled to receive vacation pay in **accordance** with the *Employment Standards Act R.S.O. 1990* as **amended** from time to time.

ARTICLE 11 - CUMULATIVE SICK LEAVE AND RETIREMENT ALLOWANCE

- 11.01 (a) Effective **January 1, 1996**, each Employee shall receive a **credit** of **twenty** days as a provision for sick leave in **any one calendar year** - January **1st** to December 31st.
- (b) An Employee employed for less than full-time shall be **entitled** to Sick Leave pro-rated to **the** term of employment.
- (c) Deduction shall be made **from an Employee's** sick leave credit for the number of days absent because of **illness**.
- (d) **Each** employee shall be entitled to have **the** unused portion of **the annual Sick Leave** transferred **annually** to his/her accumulated sick leave credit to a maximum of 280 days.
- Note: Accumulated** sick leave credit **earned** under the **current practice** shall be credited to employees on January 1, 1996.
- (e) An up-to-date statement of Cumulative Sick Leave credits will be supplied to **each Employee** by the Employer in January of each year and upon termination of employment.
- (f) Employees shall **report** their **illness** to the **Supervisor** **during** the first day on which employees **are** absent from work.

- (g) An employee may be required to furnish verification ~~from~~ a duly Qualified ~~Medical~~ Practitioner or ~~Dentist~~ for an absence of three days, and shall be required to furnish verification ~~from~~ a duly qualified ~~Medical~~ Practitioner or ~~Dentist~~ for an absence of five days or **more as a result of illness.**
- (h) Newly employed Employees will be permitted to transfer ~~sick~~ leave **credits** accumulated with a previous employer in accordance with the **terms** of the *Education Act*.
- (i) ~~Temporary~~ employees are not entitled to paid sick leave.

11.02

- (a) Eligible employees who retire ~~from~~ The **Norfolk** Board of Education shall be entitled to a retirement gratuity as specified in 11.02 (c). **To qualify** an employee **must** be eligible for a pension to **commence** payment as *certified* by the Ontario Municipal Employees Retirement System within **two months** of **termination** of employment.
- (b) **To be eligible**, an employee must have **been** employed by ~~the~~ Employer for a minimum of **ten consecutive years** immediately prior to retirement.
- (c) The **amount** paid shall be calculated on the employee's **rate** of pay in ~~the~~ last year of employment, of **an amount equal to 50%** of ~~the~~ value accumulated sick leave credits, subject to ~~the~~ *Education Act*, **limiting the amount of gratuity to a maximum of one-half year's earnings at the rate received** immediately prior to **termination** of employment.
- (d) In the case of ~~an~~ employee who is leaving the employ of ~~the~~ Employer and **has been** in the employ of ~~the~~ Employer for 15 consecutive years, the employee shall be entitled to **a retirement** gratuity, but to be payable after **one year** under ~~the~~ circumstances described in 11.02 (c).
- (e) **In the case of the death** of an employee, ~~the~~ allowance shall be paid to the employee's **estate according to the conditions** in 11.02 (c).
- (f) Any employee ~~discharged~~ for cause ~~from~~ employment ~~with~~ the Employer shall lose and forfeit all ~~sick~~ leave **benefits**.

11.03

Workers' Compensation

Where an employee is absent **because of an accident** and is in receipt of Workers' Compensation and requests ~~the~~ Employer to make up the difference between ~~the~~ amount of compensation paid and the employee's **salary**, ~~the~~ difference shall be charged against the employee's ~~sick~~ leave credits, **if the Employer agrees to make up the difference.**

ARTICLE 12 - LEAVES OF ABSENCE

A full-time or **part-time** employee shall, upon request to the employee's immediate supervisor, be **granted** leave without deduction from **accumulated** sick leave credits and without loss of salary as follows:

- 12.01 Up to three (3) working days upon the death of the employee's parent, parent-in-law, child, *spouse*, person with whom the employee resides, brother, sister, daughter-in-law, son-in-law, **grandparent**, grandchild (or beyond the third day where authorized by *the* Director of Education or the **Director's designate**);
- 12.02 Up to one (1) working day upon the death of relatives not defined above and up to one (1) additional day with the approval of the Director or the Director's designate.
- 12.03 For absence resulting from quarantine, jury duty, subpoena, or summons, unless the employee is a party to an action and the finding is against the employee (any fee received as a witness or for jury duty is to be remitted to the Employer, less any reimbursed expenses);
- 12.04 Up to one (1) working day, if necessary by reason of time and distance, on special occasions such as weddings or graduations involving the employee or a member of the employee's immediate family, such as mother, father, brother, sister, spouse (**common law**), **child**, on the basis *that* the **setting** of the date was done independently of the employee;
- 12.05 up to one (1) working day shall be granted arising out of an emergency affecting the employee;
- 12.06 When an employee is required to take a final examination in a course recognized by the employee's Superintendent as being related to the employee's field of employment, the employee shall have leave with pay for the examination day;
- 12.07 Up to one (1) day for the attendance by the father at the birth of his child;
- 12.08 Up to one (1) day for attendance for the purpose of adoption pursuant to a written request by the adoption agency;
- 12.09 Up to two (2) days for observing recognized religious holidays which fall on work days;

12.10 **Pressing** personal reasons not otherwise covered by the Board Policy or the Leave provisions. Such leave shall be granted up to a **maximum** of five (5) days per year in lieu of accumulated sick leave at the discretion of the immediate supervisor solely upon *satisfactory* proof of the pressing personal circumstances necessitating the leave.

12.11 The leaves referred to above may be extended without pay at the **discretion** of the Employer to accommodate special **circumstances**.

12.12 **Leave of Absence Without Pay**

(a) An employee may apply for leave of absence without pay and without loss of **seniority** for up to one (1) year with **guarantee** of same category at the end of leave. The employee **requesting such** leave shall apply in writing to the Director of Education stating the **purpose for which** the leave is requested. The **granting** of such leave shall be at the sole discretion of the **Director or the Director's designate** and **subject** to approval by the **Board** if in excess of thirty days,

(b) The employee may continue to participate solely at the employee's **own expense** in all benefit plans for which the employee is eligible under the terms of the insurance policies in force at such **time**.

12.13 **Pregnancy and /or Parental Leave**

(a) *Pregnancy* and/or Parental Leave shall be in accordance with the **provisions** of the **Employment Standards Act R.S.O. 1990** Part XI, section 34-45 inclusive as amended from time to time.

(b) *Pregnancy* and/or **Parental** Leave shall be **without pay**, except that the Employer shall **compensate** the Employees for either a *Pregnancy* Leave or a Parental Leave but not **both**, through an Unemployment Insurance Commission-approved Supplemental Unemployment **Benefits (S.U.B.)** Plan for the **two-week waiting period equal** to twice the **U.I.C.** benefit that would be payable to the Employee during each week of the benefit **period**.

(c) During *Pregnancy* and/or **Parental** Leaves, the Employer shall **continue** its contribution towards the benefit plans the Employee is enrolled in at the commencement of the leave, **provided** the Employee has not given the Employer **written** notice that the Employee does not wish to continue participation in a particular benefit plan and does not **intend** to pay the Employee's **contribution** to the **premium** for such benefit plan.

- (d) Pregnancy and/or Parental Leave pursuant to this article shall be without loss of seniority and without loss of increment.

12.14

Union Leave (Provincial)

- (a) In the event that a member is serving an OSSTF Provincial position, the Employer agrees to grant the member a leave of absence at no cost to the Employer.
- (b) The status of a member serving in an OSSTF Provincial position shall continue to be that of an employee of the Employer, retaining all applicable rights and privileges.
- (c) The Union will reimburse the Employer for the full salary and all benefits paid to a member during a leave of absence pursuant to this article.

12.15

Union Leave (Local)

- (a) Effective January 1, 1995 the Bargaining Unit shall, upon application to the Employer, be granted up to one (1) full-time leave to fulfill Union responsibilities; The Union shall notify the employer within 30 days of ratification of this agreement of its intent respecting the above leave(s) and the name(s) of the Union representative(s).
- (b) The Employer agrees to allow the Union up to thirty-five (35) equivalent days leave per year, to be taken in blocks of not less than one-half (1/2) days in order to conduct Union business. Leave shall be taken by Union members with the written authorization of the Union President and scheduled at a time mutually agreeable to the employee and the Supervisor with a minimum of three (3) days notice.
- (c) Members on such leaves shall receive full salary and all employee benefits including the accumulation of credit for experience; seniority; sick leave, and all other rights and privileges under this Collective Agreement.
- (d) The Union agrees to reimburse the Employer for the costs of salary and benefits paid to the Employee(s).

12.16

Negotiations Leave

- (a) For the purposes of negotiation between the parties, the Employer shall recognize a Union Negotiating Team. This team shall include up to four (4) Employees. In addition, a representative or agent from both the local and/or provincial OSSTF may assist the bargaining unit.

- (b) **Members** of the Union Negotiating Team who spend work days negotiating shall be **treated in all** respects as though they are actively at work, covered by **all terms and provisions** of this agreement.
- (c) **Members** of the Union's Negotiating Team shall inform *the appropriate* supervisor with a **minimum of three (3) days** notice in advance of absences owing to negotiations.

ARTICLE 13 - HOURS OF WORK

13.01 This article is intended to define the normal hours of work for full-time employees in the *Bargaining Unit* and shall not be **construed** as a guarantee of hours of work.

(a) **Regular Work Week**

The regular work week for full-time employees shall consist of five (5) eight-hour days, Monday to Friday, inclusive.

(b) **Regular Work Day**

The regular work day for full-time employees shall be as follows:

Day Shift: In the **secondary schools**, eight (8) consecutive hours, **excluding a one half (0.5) hour unpaid meal period**, between the hours of 7:00 a.m. and 5:00 p.m. In the **elementary schools**, eight (8) hours, with a **minimum one-half (0.5) hour to a maximum two (2) hour Unpaid meal period**, as required by the school, between 7:00 a.m. and 5:00 p.m.

Afternoon Shift: eight (8) consecutive hours, excluding a **thirty (30) minute unpaid meal period**, between the hours of 3:00 p.m. and 11:30 p.m.

- (c) **Notwithstanding the above**, flexible work schedules may be approved for individual full-time employees with the **mutual consent** of the employee and the **Supervisor of Maintenance** so long as such schedule does **not interfere** with the work to be performed.
- (d) Full-time employees shall be permitted a rest period of **fifteen (15) consecutive minutes** in each of the **first and second** half of a shift.

13.02 **Hours of Work for Other than Full-time Employees**

Hours of work for employees other *than* full-time employees shall be determined by the Employer in accordance with its requirements.

13.03 **School Vacations**

During the school vacation periods, Christmas and March breaks, the Employer may *suspend* the afternoon shift and assign employees scheduled to work the day shift.

13.04 **Summer Hours**

The regular work day for employees during the months of July and August shall be as follows:

Monday - Thursday: nine (9) consecutive hours, excluding a thirty (30) minute unpaid meal period, between the hours of 7:00 a.m. and 4:30 p.m.
FRIDAY four (4) consecutive hours between 7:00 a.m. and 11:00 a.m.

ARTICLE 14 - OVERTIME

14.01 **Definitions**

Overtime is defined as authorized work in excess of forty (40) hours per week and which is compensated at premium rates as follows:

- (a) "time and one half" is 1.5 times the *straight* time hourly rate of the employee as specified in the agreement.
- (b) "double time" is twice the straight time hourly rate of the employee as specified in this agreement.
- (c) "call back" occurs when an employee is recalled to work overtime that has not been *scheduled* in advance.

- 14.02
- (a) Overtime shall be voluntary except in emergency situations which may disrupt normal operations or which may cause damage to the Employer's property and/or premises.
 - (b) Overtime, as defined in Article 14.01, will be distributed equitably among qualified employees eligible for such overtime at the same work location.

- 14.03 **Overtime shall be compensated** at the rate of time and **one-half** the straight time rate for those hours worked in excess of forty (40) hours per week and at the rate of double the straight time rate for all overtime hours worked on Sunday which are not part of the employee's regular shift. Additional pay shall not be provided for overtime periods of less than one-half (1/2) hour per day,
- 14.04 Employees may substitute **time-off** in lieu of overtime worked when mutually agreeable. Time off shall be on the same basis as the overtime was earned and shall be scheduled at a mutually agreeable time but not less than one half (1/2) day. An employee may not accumulate more than 40 hours of compensating time off during the calendar year.
- 14.05 (a) Employees required to work outside their regular working hours on a call-back basis shall be paid for a minimum of one (1) hour if called in before midnight at the overtime rate and a minimum of three (3) hours if called in after midnight at the overtime rate.
- (b) Employees who are required to perform security checks as part of their normal duties shall be paid for a minimum of one (1) hour at the applicable rate.
- 14.06 Employees who are required to work on a public holiday shall be paid overtime at the rate of double time. This overtime payment would be in addition to being paid for the holiday in question.

ARTICLE 15 - SALARY

- 15.01 (a) Effective January 1, 1996 to August 31, 1996, employees shall be paid the following hourly rates:

CLASSIFICATION	SALARY
Cleaner	\$12.15
Elementary caretaker	\$13.25
Secondary Caretaker	\$14.25
General Maintenance Person	\$12.15
Skilled Maintenance Person	
(Welder, Truck Driver, Gas Fitter II)	\$14.75
Inventory Control Person	\$14.75
Tradesperson II	
(Carpenter, Glazier, Painter-Decorator)	\$16.50
Tradesperson I	
(Steamfitter, Plumber, Electrician, Refrigeration and Air Conditioning Mechanic)	\$17.50

- (b) Effective September 1, 1996 to December 31, 1997, employees shall be paid the following hourly rates.

CLASSIFICATION	SALARY
Cleaner	\$12.75
Elementary Caretaker	\$13.60
Secondary Caretaker	\$14.25
General Maintenance Person	\$12.75
Skilled Maintenance Person (Welder, Truck Driver, Gas Fitter II)	\$14.95
Inventory Control Person	\$14.95
Tradesperson II (Carpenter, Glazier, Painter-Decorator)	\$17.00
Tradesperson I (Steamfitter, Plumber, Electrician, Refrigeration and Air Conditioning Mechanic)	\$17.70

- 15.02 Effective upon ratification by both parties each member of the bargaining unit shall be entitled to a one time lump sum payment of two hundred (\$200.00) dollars.
- 15.03 **Method of Payment**
- Employees shall be paid bi-weekly according to their wage level in 15.01 by cheque or, by direct deposit to the employee's credit in my branch of a chartered bank, Credit Union, or trust company as designated by the employee, The Employer shall distribute earning records to each employee at his or her place of work.
- 15.04 The Employer shall pay the renewal fee of Trade licenses for its employees.
- 15.05 Where an employee is directed by the employer to temporarily assume the majority of the duties and responsibilities of another position which carries a higher classification, for a period of at least ten (10) consecutive working days, the employee shall be eligible to receive the higher hourly rate for the newly assigned position, pro-rated according to the time worked in the newly assigned position, which shall be retroactive to the start date of the acting assignment.

ARTICLE 16 - BENEFIT PLANS

It is understood that ~~the~~ Employer in ~~making~~ available the benefit plans set out in this ~~section~~ has not ~~agreed to~~ act as an insurer itself. The benefit plans are underwritten by insurance companies and the actual provisions of the policies ~~issued~~ shall govern each plan. ~~Only~~ full-time employees ~~and~~ part-time employees who regularly ~~work~~ twenty (20) or more hours per ~~week~~ are eligible for the following ~~benefits~~:

16.01 Extended Health Care Plan

Effective January 1, 1996, ~~the~~ Employer ~~agrees to~~ administer and to pay for each eligible employee who participates in the plan 80% of the premium cost. The plan shall include:

- (a) no-deductible prescription ~~drug~~ cards;
- (b) prescription eye glasses and frames and contact lenses to a maximum of \$250.00 per person in any two consecutive calendar years;
- (c) semi-private coverage in ~~the~~ hospital;
- (d) hearing aids (obtained on a written prescription) up to a maximum payment of \$450.00 per person in any two consecutive calendar years;
- (e) private duty ~~nursing~~ to the Liberty Health Standard of ninety 8-hour shifts per person per year;
- (f) paramedical services to the Liberty Health Standard;
- (g) ~~the~~ Liberty ~~Health~~ Deluxe Travel Plan.

16.02 Dental Plan

Effective January 1, 1996, the Employer ~~agrees to~~ administer and to pay for each eligible employee who participates in the plan 80% of the premium cost. The plan shall be on the current Ontario Dental Association Fee Schedule in effect at the beginning of the calendar year minus 1 year for dental services provided by general practitioners and shall include: pit and fissure sealants; dentures and major restoratives coverage to a maximum of \$1,000 per calendar year at a co-insurance factor of 50%; and orthodontics coverage to a maximum of \$2,500.00 lifetime to a co-insurance factor of 50%.

16.03 Group Life Insurance

Effective **January 1, 1996**, the Employer agrees to pay for each eligible employee who participates in the plan 80% of the premium cost. The plan shall provide benefit coverage at a level of three times the individual employee's salary to a maximum of **\$200,000.00**.

16.04 Dependent's Term Insurance

Effective January 1, 1996, the Employer agrees to pay for each eligible employee who participates in the plan 80% of the premium cost. The plan shall provide benefit coverage at a level of \$15,000. for a spouse and **\$10,000.** for each dependent child.

16.05 Long Term Disability

Effective **January 1, 1996**, the Employer agrees to administer as may be required a **Long Term Disability Plan** for each eligible employee who participates. The employee pays 50% of the premium cost. The plan allows for disability benefits for totally disabled employees prior to the age of 65.

The plan provides a monthly benefit equal to 66% of basic monthly earnings, and a 4% COLA provision. It is understood that under this plan the employee, after the waiting period of three (3) consecutive months, has the option to remain on sick leave or go on LTD benefits, and that an 85% all-source clause is included.

16.06 The Employer agrees to consult with the Union prior to a change of insurance carriers. A copy of the Group Master Policy or Policies of the Insured Benefit Plan shall be given to the Union.

16.07 Tendering Procedure

- (a) In situations where improved benefits are to be provided, or if it is deemed advisable to call new tenders or obtain quotations for the existing benefit plans, the Employer's insurance consultant shall prepare the required specifications for tenders which shall be submitted to the Employee groups for their consideration in advance of the tender call or request for quotations.
- (b) The Employer agrees to make known to the Employee Groups the results of the tender or quotation solicitation and will seek the recommendations of the Employee Groups and the Employee's Insurance Consultant before making an award.

16.08 The Employer agrees to share with the Employees, any **refunds** or **credits** received, owing to experience rating or premium reduction on group policies in which the Employees are participating, in the same proportion as the contributions made by the Employees and the Employer. The Employer agrees to report annually to the Employees on this matter.

16.09 Employees who are on leave of absence without pay and employees who have retired from The Norfolk Board of Education prior to age 65, may at their own expense continue to participate in any or all benefit plans for which they are eligible under the terms of the insurance policies in force from time to time. Premiums shall be paid either in one lump sum or by monthly postdated cheques.

16.10 Effective upon implementation by the insurance plan carrier, the surviving spouse and/or dependents of an Employee shall be entitled to continue individual and/or family coverage under the Extended Health Care and Dental Care Benefit plans for either:

- (a) a period not exceeding ten years, or
- (b) the date at which the deceased Employee would have been 65 years of age,

whichever occurs first. .

The total annual premium cost of each benefit that is continued by the surviving spouse and/or dependents shall be pre-paid either in one lump sum or by monthly postdated cheques.

The coverage extended to surviving spouses and dependents will be subject to the terms and conditions imposed by the respective insurance plan carriers.

16.11 **Pension Plan**

All full-time employees shall as a condition of employment be enrolled in the Ontario Municipal Employees Retirement System on the first day of employment in accordance with the provisions of the O.M.E.R.S. Act. Part-time employees who regularly work twenty or more hours per week may also enrol in O.M.E.R.S. While enrolment for these employees is optional, once enrolled, O.M.E.R.S. regulations require that such member remain enrolled during employment regardless of the number of hours worked. The Employer will contribute 50% towards the cost of the Plan.

16.12 Part-time Employees

Part-time employees working less than 50% of the time shall be **entitled** to pro-rated benefit coverage on the basis of percentage of time worked provided the insurance carrier **permits** such coverage.

16.13 The plans referred to herein are outlined in general terms and if there is any inconsistency with the specific policies of insurance issued, the terms of the applicable master policy will prevail.

ARTICLE 17 - SENIORITY

17.01 Seniority shall be established on the basis of the date upon which the employee commenced employment with the Employer.

17.02 Seniority shall continue to accumulate during:

- (a) any period of layoff during which the employee was entitled to be recalled;
- (b) any period of absence caused by sickness or accident to a maximum period of two (2) years;
- (c) any authorized leave of absence; and
- (d) any period of secondment to another organization authorized by the Employer.

17.03 Where seniority is equal, the ranking shall be determined by:

- (a) consecutive years of service with the Employer since the date of the employee's most recent hiring;
- (b) total non-continuous years of service with the Employer;
- (c) in the event there is still a tie, selection by lot in the presence of the bargaining unit President or his/her designate.

17.04 Seniority will be considered to have been terminated when an employee:

- (a) resigns or retires;
- (b) is discharged and is not reinstated by reason of the grievance and/or arbitration procedure;

- (c) is laid off beyond the period during which the employee was entitled to be recalled; OR
- (d) fails to return from layoff in accordance with the provisions in this Agreement.

17.05 The **seniority** of an employee who is absent due to **sickness** or **accident** beyond **24 months** shall be maintained until such time as the employee returns to work.

17.06 **Notwithstanding** the above, seniority and service shall accumulate during any absence for which the employee receives **Workers' Compensation** benefits.

17.07 A **seniority list** shall be maintained by the Employer and posted at each work place before February 1st, showing the **Seniority** of all employees up to December 31st of the previous year. Each employee shall have an **opportunity** to review the list and verify accumulated **seniority**.

17.08 Employees who wish to challenge their **seniority** accumulation must do so in writing to the **Human Resources Department** before **March 1st**. **Failure** to notify the Employer by **March 1st** shall be taken as meaning that an employee's **seniority** is correct as published.

ARTICLE 18 - LAYOFF AND RECALL

18.01 Should the Employer propose to amend staffing requirements in a manner which would result in a **layoff** of employees, **such** proposals will be discussed by the **Labour/Management Committee** prior to implementation. The purpose of such discussions will be to consider possible alternatives to layoffs including, but not limited to, early retirements, job sharing, and leaves of absence.

18.02 **Layoff**

- (a) A layoff shall be defined as a period of at least **two** weeks in which an employee receives less than seventy-five (**75**) percent of the wages he or she would earn at his or her **regular rate** in a regular non-overtime work week.
- (b) Where a **layoff** is contemplated by the Employer, the employee(s) affected shall be given **notice** in accordance with the **Employment Standards Act** or **one (1) month**, whichever is greater.
- (c) In the event of layoff, employee(s) will be laid off in reverse order of **seniority** ranking in the job classification affected by the **layoff**.

- (d) An employee laid off will be given the opportunity of **maintaining** the equivalent **hours** of work by displacing the least senior employee in an equivalent or lower **wage** level in **the bargaining Unit** provided **the** senior employee **has** the qualifications to **perform** the job. In such situations, **the** senior employee **shall** be given a reasonable **familiarization** period equivalent to **the** probationary period in this assignment.
- (e) Employees re-assigned to a new **position**, as a result of a **layoff**, shall have their pay level frozen for a one **(1) year period**, at which **time** they **will assume the compensation** level in **the new** position.
- (f) Subject to **the** seniority provisions, employees reassigned to a **new** classification and/or location as a result of layoff **shall be reinstated** to their former classification and/or location if **such becomes** available **within two (2) years** from the date of being re-assigned.

18.03

Recall

- (a) In **all cases** of recall after layoff, employees shall be recalled in accordance **with their seniority ranking** provided they have **the** necessary qualifications, ability, knowledge and skill to perform **the jobs available**.
- (b) An employee **with** seniority who is laid off shall **retain seniority** and right of recall for twenty-four (24) months.
- (c) Subject to Article 18.03 (a) no **new** employee shall be hired until those employees laid off have been given an opportunity of recall.
- (d) When a position **which** is expected to last for a minimum period of **thirty (30)** working days **becomes** available, employees on **the recall list** who can fulfill **the requirements** of **the** position will be **recalled** in their **order of seniority**. All employees eligible for **recall** shall file with **the Employer** and **the Bargaining Unit** their most **recent** address and **telephone** number.
- (e) Notice of **recall** shall be sent by registered mail to the last address recorded **with** the Employer by **the** employee requiring the employee to **report to work** on a date not earlier than seven **(7)** work days after the date of such **notice**. If **the** employee does not reply within said seven (7) workdays or fails to **report** for work at **the time and date specified in the notice**, **the** employee shall be deemed unavailable and the **next** eligible employee shall be **called**.
- (f) An employee **who** is recalled in accordance **with this Article** shall be reinstated **as though there had been no interruption in service or seniority**.

- (g) Those persons not recalled by *the end* of the recall period shall receive a Severance Payment in accordance with the *Employment Standards Act*.
- (h) The Employer agrees to notify the President of the Union of the names, positions and work locations of all employees being either laid off or recalled.
- (i) Employees on layoff shall be entitled to continuing participation in the benefit plans provided in accordance with the collective agreement provided that the insurance policies permit such coverage to employees while on layoff and the employee pays the full premium by way of twelve (12) postdated cheques.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.01 It is mutually agreed that it is in the spirit and intent of this Agreement to settle, in an orderly fashion, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement including the question of whether a matter is arbitrable.

19.02 Informal Stage

An employee who has a complaint relating to the interpretation, application, administration, or alleged contravention of this Collective Agreement shall discuss the complaint with the appropriate supervisor. If the discussion does not result in the satisfactory settlement of the complaint within five (5) working days, a grievance may be initiated, as provided herein.

19.03 Representation

The parties recognize that each party may elect to be represented by counsel or representative(s) of their organizations at any stage of the grievance/arbitration procedure. An employee and his/her steward will be given time off with no loss of pay to attend any meetings with the Employer at Step 1 or Step 2 of the grievance procedure. The Employer recognizes a Union Grievance Committee consisting of not more than three (3) members of the Union, one of whom shall be the President, to assist or represent an aggrieved member of the bargaining unit. One member of the Union Grievance Committee shall be released from regular duties for all meetings scheduled with the Employer to process and/or attempt to resolve a grievance. This member of the Grievance Committee assisting the grievor shall receive wages, benefits, experience and seniority as if actively at work.

19.04

A grievance may be lodged by the **Union** or by the Employer with regard to a dispute between the parties. Such a dispute may concern an **individual employee's action(s)** which are supported by the Union or a policy dispute. For such a grievance, the following procedure *shall* apply:

(a) **Step 1**

The party submitting the grievance *shall* commit the grievance to writing, setting out the facts of the grievance together with the provisions of this **Collective Agreement** claimed to have been violated. The written grievance **shall be submitted** to the **Supervisor of Maintenance**, or designate or to *the* **President of the Union**, as the case may be, within twenty-five (25) **working days** of the event which gave rise to the grievance or within twenty-five (25) working days of the date the grievor(s) should reasonably have been aware of the event or the relevant facts. The **Supervisor of Maintenance**, or designate or, the **President of the Union**, as the case may be, shall reply in writing to the **grieving party** within ten (10) **working days** following the date on which the grievance was submitted.

(b) **Step 2**

Failing settlement at Step 1, the **grieving party** may submit the **grievance**, together with reasons for the submission, to the **Director of Education** or the **Executive** of the Union, as the case may be, within ten (10) **working days of the date** of reply in Step 1.

~~Within~~ ten (10) **working days** of the submission of the grievance at Step 2, a meeting will take place with the committee of management representing the **Director of Education**, or with the **Union Executive**. The **purpose** of this **meeting** shall be to investigate, hear and discuss the grievance and the **representations** made thereto.

Within ten (10) **working days** of the **mentioned meeting** a written decision, together with the **reason or reasons** therefore, shall be **forwarded** to the **President of the Union** or the **Director of Education**, as the case may be.

(c) **Step 3**

If the reply, at Step 2, of the other party, is unacceptable to the party lodging the grievance, that party may apply for **arbitration** within ten (10) **working days** of receipt of the reply, otherwise *the* **grievance** will be **deemed** to be abandoned.

19.05

Arbitration

A grievance **which** is not **settled through the procedure outlined** in the foregoing provisions may be submitted for **binding** arbitration under the provisions of the Ontario *Labour Relations Act*. Either party may give **written notice** to the **other** **within ten (10) working days** of its intention to submit the grievance to arbitration. The notice shall contain the name and address of the party's **nominee**. The recipient of this notice shall **within ten (10) working days** advise the **other party** of the name and address of its appointee.

The two appointees **so** selected shall **within twenty (20) working days of the appointment of the second** of them endeavour to appoint a **third party** who shall be the chairperson. If the two appointees fail to agree upon a chairperson, or if the party **receiving** notice fails to **name an appointee**, the Minister of Labour for the Province of Ontario, upon the **request of either** party, shall make the necessary selection of an **impartial chairperson, or appointment**.

The decision of the **majority shall be the decision of the Board**. Where there is no majority decision, the decision of the **chairperson shall be the decision of the Board**.

Each of the parties will bear **the** expense of the Arbitrator appointed by it and of its own witnesses and the parties will share equally the fee and expenses of the chairperson.

19.06

The Parties may agree in writing to submit the grievance to a mutually agreed upon single arbitrator in **Step Three** rather than to an arbitration board.

19.07

- (a) **All time limits fixed** herein for the grievance procedure may **only be extended with the mutual agreement** of the parties and shall be considered as **mandatory**.
- (b) **One or more of the steps in the grievance procedure may be omitted with the mutual agreement** of the parties, **with respect to** the processing of a particular grievance.
- (c) **If, at any stage of the grievance arbitration procedure, a grievance is not processed in compliance with a time limit fixed** herein (or such extension of time limit as may have been **confirmed by mutual agreement** of the parties), the grievance shall be **deemed to have been abandoned**.
- (d) **Throughout all stages of the grievance procedure the parties may have the assistance of employees and other staff members** who may be required to **furnish information which may be helpful toward** resolution of the dispute.

- 19.08 **The** Arbitrator or Arbitration Board *shall* not have jurisdiction or authority to alter or in any way **modify** the provisions of **this** Agreement, or to **substitute any** new provisions in lieu thereof, or to give **any** decision which is **inconsistent with** the **terms and** provision of this collective agreement.
- 19.09 Either party *shall* be free to challenge in the proper forum any arbitration decision as provided by **law**.

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ARTICLE 20 - VACANCIES AND JOB POSTINGS

- 20.01 A position is vacant ~~or~~ deemed to be vacant and **subject to this** Article when:
- (a) ~~the~~ employee previously occupying it has **been absent** on leave for **more than twelve (12) months and** the Employer deems it **necessary to continue the** position; or
 - (b) ~~the~~ employee previously occupying it has **resigned, retired, or been dismissed, and** the Employer deems it **necessary to continue the** position thus vacated; or
 - (c) ~~the~~ employee previously occupying it has **been transferred or promoted and** the Employer deems it **necessary to continue the position thus vacated; or**
 - (d) **a new** position has been established by the Employer.
- 20.02 **When in accordance with** the terms of **this** agreement the Employer is **obliged** to give **notice** of a position *to be filled*, ~~the notice shall~~ be posted at **all** workplaces for **five (5) working days** to allow each posting to arrive at **all** work locations at least **five (5) days** prior to the closing date. ~~The notice shall state the reason for the posting, the position level and title, the employment location, the term of employment, the job description, and current salary rates.~~
- 20.03 Vacancies and **new** positions shall be filled **on the basis of seniority** in the **Bargaining Unit** provided **that the** senior applicant possesses the skill and qualifications **to perform the job**.
- 20.04 **All** present employee applicants will be notified by letter not **more than one (1)** week after the position **has been filled** and approved by **the** Employer **advising of the name** of the successful applicant and a copy will be **sent to the** Union President.
- 20.05 The Employer will discuss with **the Union** development of a **standardized** interview process.

ARTICLE 21 - RETRAINING

- 21.01 The Employer agrees to provide any necessary retraining to enable its employees to operate any **new** equipment or procedures that may be **introduced to update** the work of their present positions.
- 21.02 Where possible, **retraining** will be conducted during **normal working** hours.
- 21.03 Where retraining is conducted by some organization other than the **Employer**, in a location other than the **workplace**, the Employer shall pay **all** tuition fees, necessary travel and/or **lodging expenses** and shall maintain the employee's **salary** and **benefits**.

ARTICLE 22 - PROFESSIONAL DEVELOPMENT

- 22.01 (a) **The** Employer will designate ~~the~~ present **systemwide** professional activity day as a professional development day for employees covered by this Agreement.
- (b) **The** activities for ~~that~~ day will be planned and funded by **the Union Professional Development Committee**, in **consultation** with the designated supervisory officer.
- (c) **The** Employer will **establish** a Professional Development Fund **in** the amount of \$650.00 which *shall* be administered and accounted for by **the Union Professional Development Committee**.
- (d) **The Union Professional Development Committee** will be established by **the Union**, and the **names of the members** reported to ~~the~~ designated Supervisory Officer.

ARTICLE 23 - GENERAL

- 23.01 All correspondence between ~~the~~ Employer and ~~the~~ Union arising *out* of this agreement, or incidental thereto, *shall* pass to and ~~from~~ the Superintendent of **Human Resources and the President** of the bargaining unit.
- 23.02 The Employer **agrees to** supply sufficient copies of this Agreement to **all** employees in the *bargaining unit* and to each new employee at the time of hiring. Cost of **printing** the Agreement will be paid by ~~the~~ Employer.
- 23.03 **Employees who are authorized** to use their own vehicles on employer business shall be paid an allowance at a kilometrage rate approved by **the Employer**.

23.04 personnel Files

- (a) An employee shall have access during **normal business hours**, or such other time **as may be arranged**, to **the personnel files and records** that relate to the employee. Such access shall be granted upon reasonable prior **notice** and in **the** presence of a personnel officer or **other person(s)** designated by **the** Director of Education.
- (b) i) An employee *shall* receive a copy of any documentation placed in his/her personnel file which may be **detrimental** to **the** employee.
- ii) An employee shall have **the right to respond in writing to any document contained** in or to be placed in the employee's personnel file or records. The written response by **the** employee shall become part of **the** employee's permanent personnel record.

23.05 Clothing/Uniform and Cleaning Allowance

An allowance of up to \$200.00 per year is available for each employee in **the Maintenance Department to purchase work clothing plus an annual soap allowance of \$100.00 for cleaning**. Employees **must** submit receipts to **the** Employer for reimbursement.

23.06 Protective Equipment and Clothing

Safety equipment and safety clothing required by **the** Employer to be worn or used by employees in **the** performance of their duties shall be provided and maintained by the Employer.

23.07 Work Boots

Each employee **required** by **law** to wear protective work boots in the job is to be provided with **one** pair of protective work boots per twelve (12) month period.

23.08 Occupational Health and Safety

The **Union** shall have **the** right to **appoint a representative** to the Joint **Health & Safety Committee** who is a worker in accordance with the *Occupational Health & Safety Act*.

ARTICLE 24 - JOB SECURITY

- 24.01 The Employer agrees that **no full-time** employee currently covered by this agreement will be laid off due to **contracting out** during the term of this agreement. This article shall automatically terminate on December 31, 1997 and shall not be considered part of the collective agreement beyond December 31, 1997.

24.02 The hiring of students during school vacation period(s) shall not result in layoffs.

ARTICLE 25 - DISCIPLINE AND DISCHARGE

- 25.01 (a) No employee shall be demoted, disciplined or discharged without just cause.
- (b) Notwithstanding any other provision of this agreement a probationary employee may be discharged for reasons less serious than a seniority employee.

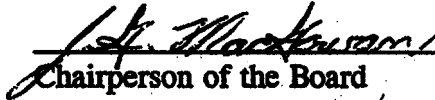
ARTICLE 26 - TERM

- 26.01 This Agreement shall remain in force and effect from January 1, 1995 to December 31, 1997, and from year to year thereafter unless in any year, and within the period of ninety (90) days before the date of the termination of this Agreement, either party notifies the other party in writing of its desire to renew the Agreement with or without modifications, pursuant to the *Ontario Labour Relations Act*.
- 26.02 The parties shall meet within thirty (30) days of notification to renew the Agreement.

SIGNATURE PAGE

IN WITNESS whereof The Norfolk Board of Education has hereunto affixed its corporate seal, attested by its proper officers in that behalf:

THE NORFOLK BOARD OF EDUCATION



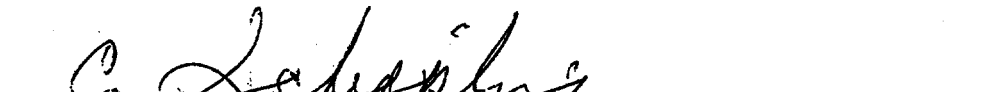
 Chairperson of the Board




 Secretary of the Board

IN WITNESS whereof the custodial & Maintenance Employees' Branch Affiliate have executed this Agreement attested by the signatures of the authorized representatives:

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (Custodial & Maintenance Employees), District 47



 President, Custodial & Maintenance Employees' Branch Affiliate,
 O.S.S.T.F., District 47



 Secretary, Custodial & Maintenance Employees' Branch Affiliate,
 O.S.S.T.F., District 47



 Chief Negotiator, Custodial & Maintenance Employees' Branch Affiliate
 O.S.S.T.F., District 47

Signed this 4th

October
 day of ~~September~~, 1995

at Simcoe, Ontario.

LETTER OF INTENT RE ARTICLE 13.01(b)

The parties agree to work through the Labour-Management Committee to reduce the maximum unpaid lunch period from two hours to one and one-half hours.

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