

SOURCE	Sch. Bd.		
EFF.	96	04	01
TERM.	98	06	30
No. OF EMPLOYEES	300		
NOMBRE D'EMPLOYES	300		

COLLECTIVE AGREEMENT

BETWEEN

THE SUDBURY BOARD OF EDUCATION

**HEREINAFTER REFERRED TO AS
"THE EMPLOYER" OF THE FIRST PART**

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 895 C.L.C.

HEREINAFTER REFERRED TO AS "THE UNION" OF THE SECOND PART

DURATION OF AGREEMENT

APRIL 1, 1996 TO JUNE 30, 1998

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WITNESSETH: That the parties hereto have agreed as **follows**:

ARTICLE 1 - PURPOSE

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

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

ARTICLE 2 - RECOGNITION

2.01 The Employer hereby recognizes the Canadian Union of Public Employees and its **Local 895** as the **sole** and exclusive bargaining agent for all **employees** covered by Article **3 - Scope** in respect to hours of work, wages **and all** other conditions **pertaining** to the employees covered by the terms of this Agreement.

ARTICLE 3 - SCOPE

3.01 Application

This Agreement shall apply to all **classes** of employees employed by the Employer in the general fields of Custodial, Maintenance, Construction, and **Transportation work**, save and except Supervisor - Level I and persons above the rank of Supervisor - Level I.

3.02 Definitions

1).- Permanent employees:

A permanent employee is one who has completed the probationary period outlined in Article **12.07**.

2) Full-time employees:

Any person who **is** regularly employed for more than **twenty-four (24)** hours per week is **considered** a full-time employee.

ARTICLE 3 - SCOPE - cont'd

3.02 Definitions - cont'd

3) Part-time employees:

Any person who is regularly employed for **twenty-four (24)** hours or less per week is considered a part-time employee.

4) Temporary employees:

(a) An employee's **status** changes from casual to temporary when **he/she has** relieved in **one or** more casual vacancies for a period of more than **sixty-five (65)** consecutive days of work.

(b) On **the** return to work of **the** permanent incumbent, the temporary employee **shall** revert to **the** status of casual employee.

(c) In the event that **the** permanent incumbent does not return to work following the summer layoff, the employee who was relieving on a temporary basis prior to **the** lay-off will **be** recalled to the temporary vacancy as a temporary employee.

All temporary employees are excluded from: Articles 12, 13.01, 13.02 a), **b)**, 13.03 and 13.04.

5) Casual employees:

Casual employees are defined as one of the following:

(a) Employees hired for a definite term or task under a Federal or Provincial employment incentive plan, **OR**

(b) Any student who is hired as a summer employee for a definite term or task, **OR**

(c) Any ~~employee who~~ is hired to temporarily replace an **employee** who is absent on sick leave, compensation **or** other approved absence **for** a **period** not exceeding **sixty-five (65)** consecutive days of work **OR**

(d) Any employee who is temporarily hired for a definite **term** to temporarily **fill** a vacant **position** that will **be** redundant by **the** end of **the school term** or year.

All casual employees are excluded from:

ARTICLE: 12, 13 (except 13.02), 14, 15, **21, 25, 26, 27, 28, 29, 30, 31, 32,** and **SUB-ARTICLES: 14.09 and 23.01** and SCHEDULE "A" OF THIS AGREEMENT.

ARTICLE 3 - SCOPE - cont'd

3.03 Wherever the word "employee" is used in this agreement, it **shall** be deemed to mean the employees as defined in paragraph 3.01 above.

3.04 The approval of the parties to this Agreement will **be** required prior to the implementation of any federal and/or Provincial Employment Incentive **Plan** which conflicts with the terms of **this** Collective Agreement.

3.05 Departments

For the purpose of **this** Agreement, the following Departments shall **be** recognized;

1. Custodial
2. Maintenance
3. Transportation

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is ~~the~~ exclusive right **and** authority of the Employer subject to the terms and provisions of this Agreement:

- (a) generally to manage and operate schools in **all** respects in accordance **with** its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines, equipment to **be** used and allocation and number of employees required from time to time, ~~the~~ standards of performance for **all** employees and all other matters concerning the schools' operations not otherwise specifically dealt with elsewhere in this Agreement;
- (b) to discharge, suspend or otherwise discipline employees for just cause, **subject** to the use of the Grievance **Procedure**, ~~to direct~~ the working forces, to hire, promote, demote, transfer, or lay off employees **subject to the terms and** provisions of this Agreement;
- (c) **to maintain** order, discipline and **efficiency; and**
- (d) to make and ~~alter~~ from time to time reasonable rules and regulations to be observed not inconsistent with the terms of this Agreement. Question of whether a rule or regulation is consistent with the terms of this Agreement may be **the** subject of a grievance.

ARTICLE 5 - NO DISCRIMINATION

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

ARTICLE 6 - RESPONSIBILITIES OF EMPLOYER

6.01 Operate Schools

The union recognizes the statutory responsibility and right of the Employer to establish, maintain and operate schools in accordance with the pertinent Statutes of the Dominion of Canada and the Province of Ontario and all applicable regulations issued thereunder, and all employees of the Employer must be prepared at all times to assist the **Employer** whenever it is reasonable to do so in discharging this right and responsibility.

6.02 Interpretation

This right and **responsibility** of the Employer requires that any dispute arising over the interpretation of the terms of this Agreement be adjusted and settled in **an orderly** manner without interruption of the operation of the school system, **therefore** the employees agree that if any difference with the Employer occurs during the time period of this Agreement, **the same** will be dealt with under the Grievance Procedure set **forth** or at Joint Consultation **prior** to the dispute becoming the subject of a grievance.

6.03 Rules and Regulations

The Employer, in establishing reasonable rules and **regulations** applicable to the employees shall communicate same to the employees either by posting same on the bulletin board, or by supplying the employees with a written copy of same, and copies of **rules** and regulations and amendments thereto shall **be** forwarded to **the** Recording Secretary of the Union when implemented by the Employer.

6.04 Personnel Files

Upon **request**, an employee may view their **personnel** file. When viewing the personnel file the employee may be accompanied by a Union representative.

ARTICLE 6 - RESPONSIBILITIES OF EMPLOYER - cont'd

6.05 The Employer agrees that once per year, it will provide to the Local Union Officers a **list** of the **names**, addresses, **classification** and school location of all employees represented by the Local Union.

By ratification of this Agreement by members of the Local, they agree that the Employer can provide the information in the first paragraph and it is not a violation of the freedom of information Act.

When new employees are hired, they shall be advised that as a condition of employment, they agree that information in the first paragraph will be provided to the Union Officers.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 Lockout

In view of the orderly **procedures** established herein for the disposition of employees' complaints and grievances, the Employer agrees that it will not cause or direct any **lockout** of its employees for the duration of this Agreement.

7.02 Strike

Neither the Union nor any of its Officers or Officials nor any employee is to **cause**, direct, counsel or consent to any illegal strike or other collective or individual action on the part of the employees represented by the Union, and if **such** action should be taken by any one or more employees the Union will instruct the employees to return to work and perform their usual duties and the employees shall return to work forthwith and resort to the Grievance Procedure established herein for the settlement of any grievance or complaint.

7.03 **Should** there be any violation of either Section 7.01 or 7.02 of this Article, there shall be **no discussion** or negotiation of the matter in dispute between the Employer and the Union until normal work has been resumed.

ARTICLE 8 - UNION SECURITY

8.01 Compulsory Checkoff

It is agreed by the parties hereto that all employees covered by the scope of this Collective Agreement **shall be** required to pay to the Union an amount equal to the current monthly union dues.

ARTICLE 8 - UNION SECURITY - cont'd

8.02 Dues - Deductions

The Employer agrees to deduct dues levied from the earnings of each employee of the unit in the amounts certified by the Union to be currently in effect according to its Constitution and By-laws and remit the sums so deducted to the Treasurer of the Local Union no later than the twentieth (20th) day following the date of deduction and include with each remittance a statement showing the names of the employees in numerical order of schools from whom monthly dues were deducted.

8.03 Dues - Rates

The Union shall certify to the Employer the union dues which are currently in effect and any changes in the constitution or By-laws of the Union affecting union dues shall be communicated in writing to the Employer before such change shall take effect.

8.04 Dues - Method

Dues shall be assessed and deducted according to the method set out in a Letter from the president of local 895, to the Superintendent - Business Administration or by such other method as may be mutually agreed between the Employer and the Union.

8.05 Technological Change

As a result of the introduction of new equipment or a process which is substantially different in nature or design than that previously in effect, and where the Board considers it feasible to do so, retraining will be provided over a reasonable period of time.

8.06 Contracting Out

No permanent employee will lose employment with the Board as a result of contracting out, during the term of this Agreement ie. April 1, 1996 - June 30, 1998.

8.07 No permanent employee will lose employment with the Board as a result of the use of volunteers in the system during the term of this Agreement, ie. April 1, '1996 - June 30, 1998.

ARTICLE 9 - RESPONSIBILITIES OF UNION/RIGHTS

9.01 A newly hired employee **shall** have the opportunity to **meet** with a representative of the Union in the employ of the Board for a period of up to fifteen (15) minutes during the employee's **orientation** period without loss of regular earnings. The purpose **of** the meeting will be to acquaint the employee with such a representative **of** the Union and **the** Collective Agreement.

9.02 Change of Address

It shall be the responsibility of all employees to notify the Employer and the Union within seven (7) calendar days of any change of address **or** telephone number.

9.03 Union Activities

The Union, **its** members and/or its agents shall not, during working hours or on the Employer's premises, conduct Union activities except as expressly provided herein.

9.04 Canadian Union of Public Employees Representative

The Union shall have the right at any **time** to have the assistance of representatives **of** the Canadian Union of **Public** Employees when dealing or negotiating with the Employer.

9.05 The Union will, once per calendar year, notify the Employer of the names of the following **officers** - President, Vice-President, Recording Secretary, Secretary-Treasurer, Stewards and Grievance Committee members. **When** changes occur the Union will notify the **Employer** of such changes within a period of ten (10) **working** days of such changes.

9.06 Eligible employees who suffer from a **work** related **injury** **will** have representation from the Union **when** the Employer, employee or **W.C.B.** meet to discuss reinstatement or modified work.

9.07 Posting of Notices

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

ARTICLE 10 - COMPLAINT AND GRIEVANCE PROCEDURE

10.01 Application

Where a **difference arises** between the parties hereto or between the **employees** and the Employer relative to the interpretation, application or administration of this Agreement including any question as to whether the matter is arbitrable **or** where an allegation is made that this Agreement has been violated, the matter shall **be** adjusted in the following manner:

10.02 Complaint Procedure

- (a) An employee's complaint may **be** taken up verbally by **the** employee affected with **his/her** immediate supervisor within three (3) working days of the occurrence. Employees shall **be** accompanied by their Steward unless they do not wish a Steward present. **In** the case of a wage complaint **the** matter shall **be** taken up within three (3) working days from the time the employee receives **his/her** pay. The immediate supervisor shall give an answer within three (3) working days.
- (b) **It** is understood and agreed that an employee has **no** grievance until **he/she has** first given the immediate supervisor an opportunity of addressing the complaint under Article 10.02.

10.03 Grievance Procedure

STEP 1

An employee's grievance shall **be** reduced to writing and taken up **by the** employee and the Steward or Union representative with the immediate supervisor within eighteen (18) working days of the occurrence, or in the case of a wage grievance, eighteen (18) working days **from** the time the employee receives **his/her** pay, and the immediate supervisor shall **give a written** answer **within** thirteen (13) working **days** of the filing of the grievance.

The grievance, **when** reduced to writing, **shall** consist of a statement of the relevant facts on which the **grievor** intends to rely, together with the Article number allegedly violated, and the remedy sought.

For the purposes of Step 1, "immediate supervisor" **shall** mean Supervisor - Level 1 or persons above the rank of Supervisor - Level 1, whichever is applicable.

ARTICLE 10 - COMPLAINT AND GRIEVANCE PROCEDURE - cont'd

10.03 STEP 2

If the Union is not satisfied with the answer or the grievance has not been settled at Step 1, the employee, with the Union Steward and/or Union representative, may take the matter up in writing with the Superintendent • Business Administration or an appointee within ten (10) **working** days of the answer at Step 1. The parties shall meet and discuss the matter and the Employer shall give a written answer within ten (10) working days.

STEP 3

If the Union ~~is~~ not satisfied ~~with~~ the answer at Step 2, the grievance shall be submitted in writing within seven (7) working days of the answer at Step 2 to the Superintendent - Business Administration or an appointee. A five (5) person Board shall consist of two (2) persons designated by the Union, at least one who shall be an employee from within the Bargaining Unit, and two (2) persons designated by the Employer, at least one who shall be a Trustee or employee of the Employer. A fifth member shall be appointed by the original four to act as Chairperson of the meeting. The Chairperson ~~shall~~ have neither voice ~~nor~~ vote in the proceedings other than to conduct the hearing in an orderly manner and forward a written report of the Grievance Board's decision to both parties. Only persons who have ~~not~~ been directly involved in either the First or Second Stage of the **grievance** are eligible to sit on the Third Stage Board. The matter will be heard within eighteen (18) working days of the submission to Step 3, **and** if the committee wishes to ~~make a decision~~ at the ~~immediate~~ conclusion of the hearing, the decision shall ~~be~~ taken by secret ballot. ~~Should~~ the Committee wish to defer the decision, the matter must ~~be~~ resolved by submitting written decisions to the Chairperson ~~within seven (7)~~ working days of the hearing. If there is a majority decision, such decision ~~shall~~ be final and binding on the parties and the employee concerned. In the event of a split decision, the matter may be referred to Arbitration by either party within fifteen (15) working days of the date of the decision taken at Step 3. The procedure ~~as~~ set out in Article 10 herein ~~will~~ then apply.

10.04 Employer or Union Grievances

~~Wherever~~ a dispute arises **directly** between' the parties as to the interpretation, application or alleged **violation** of this Agreement, which does not ~~fall~~ into the category of an **employee grievance**, the matter may be initiated in writing **by** one party to the other at Step 2 of the Grievance Procedure within thirty-one (31) working days of the occurrence.

ARTICLE 10 - COMPLAINT AND GRIEVANCE PROCEDURE - cont'd

10.04 Employer or Union Grievances - cont'd

In the case of an **Employer** grievance, the written grievance **shall be** forwarded by registered mail to the President of Local **895**, with a copy to the Recording Secretary. The Union shall give its written answer within ten (10) working days of the **conclusion** of discussions. **If** the Employer is not satisfied with the answer, the grievance **shall be** submitted within ten (10) working days of the answer to the **Local** Union President, with a copy to the **Recording** Secretary who shall convene a meeting of the Board set out in Step 3.

For the purposes of this article, working days will **be** defined as Monday to Friday for grievance purposes only.

10.05 Discharge or Discipline

(a) In the case of a discharge or **discipline** grievance, the matter must be initiated in writing by the aggrieved employee within ten (10) working days of the discharge. The matter will be dealt with starting at Step 2 of the Grievance Procedure.

(b) At any time the Employer deems it necessary to suspend or discharge an employee, a Steward **shall be** invited to **be** present at a meeting when the written document is presented.

(c) Authority

Discharge or discipline grievances may be settled by confirming the Employer's actions in dismissing or disciplining employees or by reinstating the employee with full, partial or no **compensation** for time **lost** or by any other arrangement which is just and equitable in the opinion of the parties **or** of the Arbitrator.

(d) An employee's disciplinary record shall **be** cleared after a period of twelve (12) continuous months of **penalty-free** conduct of a similar or **related** infraction for which discipline was initiated.

10.06 Witnesses

At any stage of the Grievance Procedure or at Arbitration, the parties may have the assistance of the **employees** concerned as witnesses and any other witnesses, and **all** reasonable arrangements will **be** made to permit the conferring **parties** to have access to any part of **the** Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 10 - COMPLAINT AND GRIEVANCE PROCEDURE - cont'd

10.07 Time Limits

The time limits fixed in the Grievance Procedure may be extended by mutual consent of the parties to this Agreement. If the **grievor** fails to comply with the time **limits**, the grievance shall be **deemed to be** abandoned. If the respondent fails to comply with the time limits, the **grievor** shall be at liberty to enter the grievance in the next succeeding stage. **Forwarding** by registered mail or delivery by hand to the **applicable** representative of the party, within **the** time set out herein, will be considered complying with the time limits herein referred to.

10.08 Enforcement

Grievance settlements at any stage of the Grievance Procedure shall be binding upon both **parties** and shall be subject to **enforcement** in the **same** manner as a decision under the Arbitration Procedure.

ARTICLE 11 - ARBITRATION

11.01 Application

Any difference of opinion relating to the interpretation, application or alleged violation of this Agreement **which** cannot be settled after exhausting the Grievance Procedure shall be **settled** by Arbitration as **follows**:

11.02 Arbitrator

The Employer and the **Union** shall choose a mutually agreeable Arbitrator **who** shall hear **the** arbitration. Should the Employer and **the** Union fail, within five (5) calendar days, to agree on an Arbitrator, **either** party **may** apply to the Minister of Labour for the Province of Ontario requesting it to appoint an Arbitrator. The Arbitrator shall hear the evidence of both parties and shall render a decision within thirty (30) calendar days of the completion of taking evidence. The **decision** of the Arbitrator **shall** be final and binding on both parties, and **the** parties shall jointly and equally bear the expense of the Arbitrator and any costs **of** the place of hearing of such Arbitration.

The Parties agree that either **Party** shall have the option of selecting a Single Arbitrator as per Section 46 **of** The Labour Relations Act.

11.03 Powers of the Arbitrator

The Arbitrator shall not have the power to **add** to or subtract from **or** change the provisions of the Collective Agreement or to **deal** with any matter not covered by this Agreement.

ARTICLE 11 - ARBITRATION cont'd

11.04 Upon mutual agreement an Arbitration Board may be appointed. The party referring the matter to arbitration shall include the name of its nominee to the Arbitration Board. Within five (5) calendar days of receipt of the notice to arbitrate, the other party shall name its appointee to the Arbitration Board. The two appointees shall choose an arbitrator to act as the Chairperson of the Arbitration Board. Failure on the part of the two appointees to **agree** to a Chairperson, the Minister of Labour for the Province of Ontario shall **be** requested to appoint the Chairperson of the Arbitration Board. The Arbitration Board shall hear the evidence of both parties and render its decision. The unanimous decision of the Arbitration Board or a majority of the Arbitration Board, as the case may be, shall **be** final and binding on both parties and the parties shall jointly and equally bear the expenses of the Chairperson of the Arbitration Board **and** any costs of the place of the hearing of such arbitration.

ARTICLE 12 - SENIORITY

12.01 (a) Application

Seniority is the principle of granting preference to employees with the Employer for promotion, demotion, transfer, lay-off and **recalling** after lay-off in accordance with the length of employment with the **Employer**. for the purpose of this Agreement, the word "**seniority**" and "service" shall be synonymous providing the employee accepts a position within the Bargaining Unit.

(b) Employee Service:

Employee service shall be deemed to be all accumulated service with the **Board** within the Bargaining Unit and all recognized accumulated service with the immediate predecessor Board.

(c) In the event that the temporary employee is appointed to a permanent position, seniority shall include all periods of replacement during which **he/she** was classified as a temporary employee but shall not include those periods of replacement **as** a casual employee.

(d) Seniority During Leaves

In all **cases** of leave of absence which **may** have been granted for a period of over one (1) month, **an** employee shall not accumulate seniority but the seniority standing shall be the same as it was at the time of granting of such leave of absence.

ARTICLE 12 - SENIORITY - cont'd

12.02 Lay-off

(a) Definition of a Lay-off

A lay-off shall include a reduction in the normal daily or weekly hours of work of one ~~or~~ more permanent full-time ~~or~~ permanent part-time employees.

In the event of a lay-off, subject to the provisions of Clause 12.02 (c), employees shall ~~be laid off~~ in reverse order to their overall seniority. Employees shall be recalled in the order of their seniority provided they are qualified and able to do the ~~work~~. Part-time employees in the Transportation Department, and all cleaners may be laid off without regard to this Article during the winter break, June, July, August and September and during ~~the~~ Christmas break, ~~but~~ such employees shall accumulate seniority during ~~such~~ periods of lay-off. In the event of lay-off, there will ~~be~~ no upward bumping.

The Employer shall notify in writing employees who are to be laid off, thirty (30) calendar days before the ~~lay-off is~~ to be effective, subject to the terms of the Employment Standards Act, *except where* employment is on a seasonal ~~basis~~, in which ~~case~~ seven (7) calendar days notice shall be given. If the employee laid off has not ~~had~~ the opportunity to work the applicable number of days after notice of lay-off, ~~he/she~~ shall be paid in lieu of ~~work~~ for the applicable number of days during which ~~work~~ was not available.

Displaced employees may:

- i) accept ~~the~~ lay-off and ~~be placed~~ on the recall list, or
- ii) to accept the reduction in hours at ~~his/her~~ present location, or
- iii) to displace the least senior employee in the same or ~~lesser-rated job~~ classification with equivalent hours in assignment within the bargaining unit provided that the employee can perform ~~the~~ duties of the lower or identical classification with a period of orientation.

No new employee shall be hired within a ~~job~~ classification before ~~laid-off~~ employees in that same classification with the required qualifications for the position are recalled ~~within twenty-four (24) months~~ after the date of termination of employment,

ARTICLE 12 - SENIORITY - cont'd

12.02 (b) Lay-off - Temporary or Probationary Employees

The lay-off or dismissal of a temporary or probationary employee shall **not** be made the subject of a grievance. Such **lay-off** or dismissal shall be effective as of the date set out in **the** written notice forwarded to the employee concerned with a copy to the Recording Secretary of the Union.

(c) School Closings

- i)** In the event of the **dosing** of a **school(s)** a representative of Management and the Union will interview the affected staff and review their deployment and for such **purposes the** posting procedure may be waived.
- ii)** If an employee has a reduction in wage rate due to a reassignment (referred to in 12.02 (c) i), adjustments will be made in the following three years to cushion the **loss** and will be calculated as follows:
 - in the first 12 month period **3/4** of **the** difference in wage rates added to the wage rate:

in the second 12 month period **1/2** of the difference **in** wage rates added;
 - in the third 12 month period **1/4** of the difference **in** wage rates added:
 - **in the fourth year**, the wage rate will be that of **the** position.

(d) Room Closings

- i)** In the event of **the** closing of **rooms** in **school(s)** due to declining enrolments, the hours of work **for** the Opetations staff will **be** adjusted to meet the new staffing requirements. **The following** procedure shall **apply**:
 - Cleaners' Schedules will be adjusted to the revised hours of work with preference **being** given to full-time employees;
 - Custodians will remain at forty (**40**) hours per week **so** long as conditions warrant.
- ii)** If custodial work is required in closed **rooms**, additional hours will **be** allowed to do the work.

ARTICLE 12 - **SENIORITY** - cont'd

12.03 **Seniority Lists**

The Employer shall maintain **seniority** lists showing service with the **Employer** as of June **30th** and post same by September 1st **in** each year. Fifteen (15) copies of **such** seniority lists shall be supplied to the Union upon posting of the seniority lists. Employees shall have until September 30th each year to file complaints against their listed seniority standing, and such complaints shall be processed under the Grievance Procedure. When **such** complaints are settled or if no complaints are filed, it is deemed that the seniority lists as posted or amended are correct. In addition, the Employer **will** provide an updated seniority list on April 1st of each year.

12.04 Recall

All permanent employees shall retain their seniority for a period of **twenty-four (24)** months after lay-off.

- (a) When employees are to be recalled by the Employer, they shall be notified by registered mail to their last place of residence recorded with the Employer **and** be advised of the date their services will be required to commence. The Union shall receive a **copy** of **such** notice. Should the employees fail to advise of their intention to report for work on the date indicated within fifteen (15) calendar days after **the** mailing of such notice to return to work, or fail to report for work on date indicated **after** having advised the Employer of their intentions to report to work, the Employer shall be under no obligation to re-employ them.
- (b) When an employee is on lay-off and is to be recalled for a limited duration, the recall procedure shall apply, but the Employer shall be obligated to attempt to contact the employee **in** person or **by** telephone with written confirmation to follow, and the employee shall report to work as required, however, the provisions of **12.05 (c)** shall not apply.

If the Employer is **unable** to contact the senior employee on lay-off, the next seniority employee shall **be contacted**.

ARTICLE 12 - SENIORITY - cont'd

12.05 Break in Seniority and Termination

A break in seniority shall be deemed to have **occurred** and the employment of an **employee** shall be deemed to have been terminated if an employee:

- (a) quits;
- (b) is discharged for just cause;
- (c) fails to return to work on being sent a recalling notice as per Section 12.04;
- (d) **is** laid off for a period longer than **twenty-four (24)** months;
- (e) is absent due to legitimate **illness** or compensable or non-compensable injury for a period greater than **twenty-four (24)** months.

12.06 Seniority Forfeited

An employee's seniority shall **be** forfeited and **he/she** shall rank as a new employee and such employee shall not be subjected to the probationary period as specified in Article 12.07 if **he/she**:

- (a) fails to return to work after the **completion** of a leave of absence which has **been** granted by the Employer, except where a **reasonable** excuse is submitted;
- (b) utilizes a leave of absence for purposes other than those for which the leave of absence has been granted:
- (c) **enters** into employment for **financial** remuneration **while** on sick leave of **absence** with **pay**;
- (d) causes, directs, counsels or consents to any **illegal** strike;
- (e) is absent without leave for five (**5**) or more working days in any calendar year;
- (f) engages in gainful employment while on leave of absence other than **unpaid sick** leave; **it** being understood that this sub-clause shall **not** apply **where** the employee **is** engaged in **employment** with the recognized bargaining agent of **the** employees, or
- (g) accepts a job beyond the scope of the Collective Agreement.

ARTICLE 12 - SENIORITY - cont'd

12.07 Probationary Employees

All employees shall be considered probationary employees until they have performed sixty-five (65) days of work for the Employer. If however, in the opinion of the Employer, the employee had completed the probationary period prior to this time, the Employer may shorten the probationary period, provided that the Union and the employee are so informed in writing. With the written consent of the Board, the probationary employee and the Union, such probationary period may be extended. Where the Board requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty-five (65) days of work. During the probationary period all terms and conditions of the Agreement shall apply to the probationary employee, except that the probationary employee shall have no right under this Agreement in respect to discharge, nor shall the probationary employee have benefit of the grievance procedure in discharge cases. If the employee is retained beyond the probationary period, as the case may be, seniority shall date from the original hiring date. During any extension to the probationary period, the employee shall have the benefit of the grievance procedure.

12.08 Transfers Outside Unit

No employee shall be transferred to a position outside the Bargaining Unit without his/her consent.

ARTICLE 13 - JOB POSTINGS

13.01 New Jobs and Vacancies

When new jobs are created and vacancies occur which the Employer requires to be filled and which fall within those jobs included in the description of the Bargaining Unit, posters of same shall be delivered to each applicable location no later than seven (7) working days of the vacancy or new job and shall be posted immediately on all bulletin boards. All employees of the Board are eligible to apply. Failure on the part of a member of the Bargaining Unit to post the delivered posters immediately shall not negate the procedure.

Written replies must be received by the Officer indicated on the poster by 12:00 noon seven (7) working days following the date on the posting, and a decision will be made and communicated to the applicants and the Recording Secretary of the Union, during the following week.

ARTICLE 13 - JOB POSTINGS - cont'd

13.01 New Jobs and Vacancies - cont'd

The posting of new jobs and vacancies shall be limited to such new **jobs** and first, second and third vacancies and to none others. Full-time cleaners' positions shall be **posted** on a first vacancy posting only. There shall **be** no obligation to post any position **for** part-time employees or an opening carrying the lowest rate of pay in any department except custodial and **transportation**. **The job posting shall contain the following information:** nature of position, date of posting, present **shift** work, current hours of work, current **wage** rates.

When **such jobs** are created and such vacancies occur, the provisions of Section 13.02 shall apply.

If the Employer is knowledgeable of a Temporary Vacancy of longer than four (4) months, due to accident **or** illness, **the** Temporary Vacancy will **be** posted in accordance with Article 13.01 and no subsequent vacancy will be posted.

If the permanent employee **does** not return to work within **twenty-four (24)** consecutive months in accordance with Article 12.05, the position shall **be declared** open and Article 13 shall apply.

- 13.02 (a) In making staff changes, transfers and promotions, appointment shall **be** made of the Applicant with the greatest seniority and having the required experience and qualifications.
- (b) Subject to paragraph (a), when an employee who does not possess all the necessary qualifications for a particular position, but who is willing to obtain such qualifications during the trial period, shall **be** considered for appointment. An employee promoted to a position with a higher rate of **pay** shall be on a trial basis for a period of three (3) calendar months after such appointment. **In the** event the successful applicant proves unsatisfactory in the position during the trial period, **or** if the employee **is** unable or unwilling to continue to perform the duties of the new Job Classification, **he/she** shall be returned to **his/her** former position, wage **or** salary rate, without loss of seniority. Any other employee promoted **or** transferred **because** of the **re-arrangement** of positions shall **also** be returned to **his/her** former position, wage **or** **salary** rate, without **loss** of seniority.
- (c) Where there is no successful applicant, due consideration will be given in preference to (a) **temporary** employees, (b) to **casual** employees and (c) to **persons** outside the Bargaining Unit. The **Employer** shall not be prevented from temporarily filling any position. By the 10th day of each month, the **names** of all successful applicants of **all postings** and transfers during the previous month shall be posted on all bulletin boards.

ARTICLE 13 - JOB POSTINGS - cont'd

13.03 Posting

For the purpose of this and the preceding Article, posting shall mean posting on the appropriate school or department bulletin board with a copy to the President of the Union.

13.04 (a) Transfers

Each employee **who** is seeking a transfer to other positions shall so notify the Manager of Plant in writing before the 1st day in September in **each** year. When vacancies **occur**, an employee whose name appears in **the** active file for transfer to the specific location in question, will **be** given priority consideration for such position where there isn't a successful **applicant** through the posting provisions of the **collective** agreement, and the appointment will **be** made in accordance with the conditions of **Article 13.02** except **that** preference **may be** given to **employees** who have not transferred within the preceding six **(6)** months. The Employer agrees to provide the Union **with** a copy of the request for transfer list by September 15th of each year.

(b) Employees may be transferred by the Employer which shall not be done in an arbitrary manner, under the following conditions:

- i)** when a transfer **is** mutually acceptable to the employees concerned or
- ii)** when, in the judgement of the Employer which shall not **be exercised** in an **arbitrary** manner, a transfer **is desirable** to maintain harmonious and/or efficient operations, or
- iii)** when a transfer is required to temporarily fill a vacancy or to **fill** a temporary vacancy, or
- iv)** **to** place employees, when a position has become redundant.

Transfers **(13.04 (b) i) and (13.04 (b) ii)** shall **be** restricted to transfers between **positions in the same classification** or where the position has been posted under the conditions of **the** posting procedure and no **suitable** applicant **has** applied. Transfers in **(13.04 (b) iii)** shall **be** for a **specific** task or a specific **period** of time not exceeding sixty-five **(65)** **calendar** days, **or** for an indefinite period of time when relieving an employee who is absent due to **illness**, vacations **or** other leaves of absence.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Leave for Union Business

- (a) Union Stewards and Committee members who are required to be absent from their place of duty to deal with Union matters connected with this Agreement other than complaints or grievances must make written application for absence using the appropriate form. This application should be made as far in advance as possible and be submitted to the Employer for approval. Union Stewards/Officers who desire to be absent from their place of duty to deal with complaints or grievances must verbally apply for permission from their immediate supervisors.
- (b) Such application for permission shall not be unreasonably refused having regard to the efficiency of operations of the Employer.
- (c) If an employee fails to request and obtain such permission and is absent from the place of duty, he/she shall be deemed to be absent without leave.
- (d) The Employer will not make any wage deductions from Union Stewards and Committee members who have permission to deal with complaints or grievances or from Stewards and Committee members (other than Negotiation Committee members) who have permission to attend joint meetings with the Employer. Negotiation Committee members and all other employees on leave of absence under this subsection, shall be without pay, and without loss of seniority.
- (e) Upon the request of the Union, made at least two (2) weeks in advance, leave of absence without pay and without loss of seniority shall be granted to employees to attend Union Conventions or other Union business. Where leave of absence for Union Conventions or other Union business is requested, it is understood that the Union will not request leave of absence for more than ten (10) employees at one time and not more than four (4) from any department. Upon approval of the Superintendent - Business Administration, the Union may appoint alternates to replace elected delegates if circumstances prevent the elected delegate from attending to any Union Convention or to Union business.
- (f) Where applicable, and when the Union officially makes a request for leave(s) of absence for employee(s) and where such leave(s) are approved by the Employer, the Employer shall continue to pay the salary of the employee(s). The Employer shall invoice the appropriate salary costs to the Treasurer of the Union, who shall pay the invoice within thirty (30) days of receipt.

ARTICLE 14 - LEAVE OF ABSENCE - cont'd

14.02 General Leave

The Employer may grant leave of absence without pay to an employee requesting leave, ~~if in the opinion of the Employer, the~~ granting of such leave is justified having regard to the reason for such request and the requirements of the job.

14.03 Jury or Witness Duty

- (a) Each eligible employee **shall** be allowed leave of absence without deduction of salary and without loss of seniority when required to serve on jury or subpoenaed as witness provided that the employee notifies ~~the~~ Board immediately that ~~he/she~~ will be required to attend court and presents proof of ~~service~~ requiring the employee's attendance.
- (b) All compensation received by the employee excluding mileage and travelling expenses for such a jury or witness ~~service~~ shall be reimbursed to the Employer, and ~~the~~ employee on request of the Employer, shall produce an official statement of such monies received. Absence occasioned through jury duty or subpoena shall not be charged against the employee's sick leave credit.

14.04 Quarantine

Each eligible employee shall be entitled to salary notwithstanding his/her absence from duty in any case where, because of exposure to a communicable disease, is quarantined or otherwise ~~is~~ prevented by order of the medical health authorities from attending to his/her duties. Absence occasioned through quarantine shall not be charged against the employee's sick leave credit.

14.05 (a) Unpaid Sick Leave

Subject to the provisions of this Agreement any employee other than a probationary employee, who is absent due to sickness **shall** be entitled to unpaid leave of absence after sick credits have expired. Such leave shall ~~be~~ granted either ~~as~~ a result of a request of the employee, ~~or~~ as initiated by the Employer.

Notwithstanding Clause 12.01 (d), an employee with more than five (5) years seniority will continue to accumulate seniority while on unpaid sick leave, but the provisions of 12.05 (e) shall apply.

ARTICLE 14 - LEAVE OF ABSENCE - cont'd

14.05 (b) Special Leave of Absence

Upon request, on proper form, a special leave of absence of **up to one (1)** year may be granted, without pay or seniority and the eligible employee will be allowed to continue to participate and receive benefit coverage provided the employee pays **100%** of the premium cost. The provisions of Article 12.06 do not apply to eligible employees on this special leave of absence.

(c) Personal Leave Days

Employees shall be granted up to four **(4)** ($\frac{1}{2}$ days with pay) personal leave in a year, and the period of leave shall be charged against the employee's sick leave credit.

14.06 Maternity/Parental Leave

Maternity/Parental Leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy.

Maternity/Parental Leave will be granted in accordance with the provisions of the Employment Standards Act.

The duration of the Maternity/Parental Leave shall be in accordance with the Employment Standards Act and amendments thereto. At the request of the employee, the Employer shall extend the period of unpaid Maternity Leave to a maximum of six (6) months.

During the initial 17 weeks of Maternity Leave, an employee shall retain full employment and rights and shall accumulate all benefits under this Collective Agreement.

During the initial 17 weeks of Maternity Leave, the Employer shall continue to pay the hospital, medical, dental, disability, group life, pension and other benefits of this Agreement.

When an employee decides to return to work after Maternity Leave, she shall provide the Employer with at least two weeks' notice. On return from Maternity Leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in a position in her Department of equal rank and value at the same rate of pay.

Excerpts from the Employment Standards Act are attached as Appendix "A".

ARTICLE 14 - LEAVE OF ABSENCE - cont'd

14.07 Paternity Leave

A one (1) day Paternity Leave or Adoption Leave shall be granted on the date of birth of the child or in the case of an adoption, on the day of arrival of the child.

14.08 Adoption Leave

Where an employee seeks Leave due to Adoption, the leave shall be in accordance with the Employment Standards Act.

14.09 Bereavement Leave

- (a) If requested by the employee, a leave of absence with pay to a maximum of five (5) calendar days shall be granted to any permanent employee where death or deaths occur in the employee's immediate family and where the employee is attending the funeral. The term immediate family shall mean parent, spouse, brother, sister, child, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law. Pay for such leave to be limited to eight (8) hours in each calendar day at straight time. Such leave of absence shall end not later than forty-eight (48) hours after the date of the funeral and the employee shall receive pay limited to those days on which the employee was normally scheduled to work and did not work.
- (b) In the event of the demise of a close friend of an employee, the employee, upon notification to his/her immediate supervisor or designate, shall be allowed a leave of absence without pay for one (1) day.
- (c) If an employee is unable to attend the funeral of a member of the employee's immediate family, he/she shall be entitled to one day leave of absence with pay.
- (d) Where an employee qualifies for bereavement leave during his/her vacation period, there shall be no deduction from vacation credits for such absence. The conditions of 14.09 (a) or 14.09 (c) shall determine the period of vacation displaced. Employees must advise the Employer within ten (10) days of their return from vacation of a bereavement during their vacation. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed by the employee and the Employer.

ARTICLE 14 - LEAVE OF ABSENCE - cont'd

14.10 Requests for Leave of Absence

All requests for leave of absence shall be in writing and shall be submitted to the superintendent - Business Administration or an appointee.

- 14.11 Leave of absence with pay **may** be granted by the Employer on special grounds and the period of such leave shall be charged against the employee's sick leave credit. Any leave under this provision must not reduce the minimum **of** twelve (12) days of the annual *sick* leave allotment which must be set aside for sickness purposes.

ARTICLE 15 - SICK LEAVE

- 15.01 All eligible employees covered by this Agreement shall be entitled to and subject to all conditions and provisions as set out in the Cumulative Sick Leave and Retirement Gratuity System as per Schedule "A" attached and forming part of this Agreement

15.02 Reporting - Unable to Work

The employee shall give **the** Employer at least **twenty-four (24)** hours' notice if unable to report to work **for reasons** other than sickness. Employees absent on account of legitimate sickness must report to the Employer at least one (1) hour prior to the commencement of their shift in order to permit the Employer to obtain a replacement. **Employees** failing to **report** as herein provided will be treated as being absent without leave on **that** day, and shall not **be** entitled to any sick leave with pay for that day. This **clause** shall not apply where in the opinion of the Employer an honest effort to communicate with the Employer or its appointed representative has been made **by** the employee.

15.03 Accident Compensation

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

ARTICLE 16 - HOURS OF WORK

16.01 Definition of Shifts

Shifts shall be defined as follows:

DAY SHIFT - shall be defined as the shift in which 80% of the hours worked occur between 7:00 a.m. and 5:00 p.m.

AFTERNOON SHIFT - shall be defined as the shift in which 80% of the hours worked occur between 3:00 p.m. and 12:00 midnight.

NIGHT SHIFT - shall be defined as the shift in which 80% of the hours worked occur between 11:00 p.m. and 8:00 a.m.

Regular days of work shall normally be Monday to Friday, however, shifts can be altered to include Saturdays and Sundays as deemed necessary by the Employer. The Employer shall provide at least two weeks' notice of a shift change.

16.02 Secondary School Custodians and Stationary Engineers

- (a) The normal hours of work shall be eight (8) hours per day and average forty (40) hours per week, and with specific schedules for each location.
- (b) Shifts may include day, afternoon and night shift.
- (c) Stationary Engineers shall normally be required to work the day and afternoon shifts as required for a protected plant. Night shift will be scheduled only in cases of necessity as determined by the Employer.

16.03 Elementary School Custodians

- (a) The normal hours of work in A and B schools shall not exceed eight (8) hours per day and average forty (40) hours per week.
- (b) The normal daily and weekly hours of work in C schools shall be determined by the Employer or an individual school basis.
- (c) The "off time" in a split shift shall be as follows:
 - A and B schools - not exceeding three (3) hours per day;
 - C schools - as determined by the Employer on the basis of the individual school requirements.

ARTICLE 16 - HOURS OF WORK - cont'd

16.03 Elementary School Custodians - cont'd

- (d) The shift shall normally be day shift. Afternoon and night shifts will be scheduled only in cases of necessity as determined by the Employer.
- (e) Regular days of work shall normally be Monday to Friday except for individual or collective security checks.

16.04 Secondary Schools - Cleaners

- (a) The normal hours of work shall not exceed eight (8) hours per day and forty (40) hours per week.
- (b) The shift will normally be day shift.

16.05 Full-time Cleaners - Elementary and Secondary

- (a) The normal weekly hours of work will be more than twenty-four (24) hours and not exceeding forty (40) hours, and shall not exceed eight (8) hours per day.
- (b) Shifts shall normally be day or afternoon shift depending on the requirements of the school.

16.06 Part-time Cleaners - Elementary and Secondary

- (a) The normal weekly hours of work will be twenty-four (24) hours or less and not exceeding eight (8) hours per day.
- (b) Shifts shall normally be day or afternoon shift depending on the requirements of the school.

16.07 Maintenance Department

- (a) The normal hours of work shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday.
- (b) Night shift will be scheduled only in cases of necessity as determined by the Employer. Shifts shall normally be day or afternoon shift, depending on the requirements of the operation.

ARTICLE 16 - HOURS OF WORK - cont'd

16.08 Transportation Department Full-time Employees

- (a) The normal hours of work for the Motor Mechanic and the Mechanic's Helper shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday.
- (b) Normally, employees **will** work day shifts only, except in cases of necessity as determined by the Employer.
- (c) The normal weekly hours of work for **all** full-time **bus** drivers will be more than **twenty-four (24)** hours and **not** exceeding forty (40) hours, and shall not exceed eight (8) hours per day. The normal work week shall be from Monday through Friday except for excursion trips.

16.09 Transportation - P _____

- (a) Part-time **bus** drivers shall be scheduled in accordance with **the** requirements of their individual bus run.
- (b) Lunch periods and rest periods shall **not** apply to these employees.

16.10 Rest Periods

Two (2) daily paid rest periods of fifteen (15) minutes each shall be **allowed**. One shall be taken after the completion of at least two (2) hours of work and the other after the completion of at least six (6) hours of work.

16.11 Days Off

The Employer undertakes to use its best efforts consistent with proper management to ensure that days off will be taken consecutively and rotated **so** as to effect an equal distribution amongst employees at the individual location.

16.12 Lunch Breaks

- (a) A paid lunch period of one-half hour ($\frac{1}{2}$ hour) will be granted to all **employees** working a **seven (7)** or eight (8) hour shift:
 - i) on **afternoon** or night shift;
 - ii) on **day** shift and who are on regular rotation of shifts and regularly work no more than one-half of their time on day shift during any two (2) consecutive pay periods.

ARTICLE 16 - HOURS Of WORK - cont'd

16.12 Lunch Breaks - cont'd

- (b) An unpaid lunch period of at least **one-half (½ hour)** **will be** granted to **all** employees:
 - i) on day shift of five (5) hours or more duration;
 - ii) on afternoon or night shifts of five (5) hours or more and less than eight (8) hours duration.
- (c) Other employees shall not be granted a lunch period.

16.13 (a) REGULAR BUS RUNS

Regular bus runs shall be defined as the time from the pick up of the first passenger to the discharge of the last passenger; or, in the case of where vehicles are in a central depot, a regular bus run shall be defined as the time from the dispatch from the depot until the time of return to the depot. Regular bus runs are from home to school and return on regularly scheduled school days and including summer school and shall be on the basis of a maximum of one and one-half (1 ½) hours per run. Additional driving time running contiguous to the regular run shall be on the basis of straight time at the Bus Driver's full-time hourly rate of pay to be cumulative maximum of eight (8) hours per day and thereafter at time of one-half (1 ½) the Bus Driver's full-time hourly rate of pay.

(b) PAYMENT FOR EXCURSION TRIPS

- i) In-Town and Out-of-Town return same day

All excursions, charter or other bus runs other than regular runs shall be paid on the following basis:

- (a) number of hours worked
- (b) waiting time at straight time
- (c) minimum of **one** hour's work
- (d) bus driver's full-time rate to a maximum of eight (8) hours per day and thereafter at time **and** one-half (1 ½) the regular rate of pay, exclusive of waiting time.

ARTICLE 16 - HOURS OF WORK - cont'd

16.13 (b) PAYMENT FOR EXCURSION TRIPS - cont'd

ii) Out-of-Town - Overnight(s)

All excursion, charter or other bus runs other than regular runs shall be paid on the following basis:

- (a) number of hours worked
- (b) up to a maximum of six (6) straight time hours waiting time per ~~twenty-four (24)~~ hour cycle
- (c) minimum of one hour's work
- (d) bus driver's full-time rate to a maximum of eight (8) hours per day and thereafter at time and one-half (1 ½) the regular rate of pay, exclusive of waiting time.

iii) Expenses

Expenses shall be allowed according to Board Policy. Wherever practical, excursion, charter or other bus runs shall be assigned on a rotation basis.

16.14 Exceptions and Variations

Exceptions or variations may be made by the Employer to hours of work schedules referred to herein, but such exceptions or variations shall not be made without prior notification to the Union, together with the reasons for such exceptions or variations.

If the employee and the Union are not satisfied with the reasons or require a further explanation of such reasons, the matter shall take precedence in discussion at the next regular meeting of the Joint Consultation Committee and agreement arrived by the parties at the said Joint Consultation Committee meeting shall be final and binding on both parties. Where the parties cannot agree after two (2) consecutive meetings, the matter shall be referred to an Arbitrator in accordance with Article 11.

Nothing shall prevent the Employer from implementing the said exceptions or variations after complying with the first paragraph of this clause unless and until the same is changed by agreement of the Joint Consultation Committee.

ARTICLE 17 - SHIFT DIFFERENTIAL

17.01 Rates

Maintenance Department employees and Custodial Department including Cleaners, shall be entitled to an afternoon and night shift premium of:

.64 cents per hour, effective March 29, 1993

.65 cents per hour, effective July 1, 1993

17.02 Sunday Premium

Employees shall be entitled to a Sunday premium of:

\$1.19 per hour, effective March 29, 1993

\$1.21 per hour, effective July 1, 1993

for work performed during all normal hours of work on Sunday.

ARTICLE 18 - OVERTIME

Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time **mutually** agreeable to the employee and the **Employer**.

18.01 Rate

(a) Compensation at the rate of time and one-half (1 ½) shall be paid to all employees authorized to work in excess of

- i) eight (8) hours per day,
- ii) forty (40) hours per week.

Where employees are regularly scheduled to average forty (40) hours work per week, compensation **shall be paid** at the rate of time and **one-half (1 ½)** for all authorized work **performed** over the scheduled daily hours only.

(b) Compensation shall be **paid** at the rate of double time ~~for~~ all overtime hours worked in **excess** of **eight (8)** hours **overtime** in a **24** hour period.

(c) There shall be no pyramiding of overtime with respect to any other premiums payable under the provisions **of** this Collective Agreement.

18.02 Overtime will be divided as **equally** as reasonably possible among the employees who would normally perform such work **in each** department **or** work location as per employee classification.

ARTICLE 19 - SCHOOL RENTALS - ELEMENTARY

19.01 Payment to employees for extra time as a result of school rentals which occur outside the normal scheduled hours of work excluding weekends and paid holidays in accordance with Article 27, shall be:

\$42.25 per rental, effective July 1, 1991

provided such **employee** is in attendance. Where **such** extra time is contiguous with the employee's regularly scheduled shift, the overtime provisions of this Agreement shall apply rather than the **above** formula. When a rental occurs during the normal scheduled hours of work of the custodial staff, one (1) employee shall be allowed to work one (1) additional hour at the appropriate rate.

19.02 Rentals on weekends, paid holidays, and rentals for elections and dances, and other major activities approved by the Manager of Plant, shall be paid at time and one half (1 ½) the employee's regular straight time rate for a minimum of three (3) hours. This time shall not be pyramided with any overtime pay.

19.03 Not less than forty-eight (48) hours advance notice to be given to the **employee** concerned, who shall have twenty-four (24) hours from the receipt of such notice to accept or reject the covering of such rental. It will be his/her responsibility to see to it that the rules and regulations respecting the use of schools by organizations are adhered to.

ARTICLE 20 - REPORTING PAY

20.01 Reporting

In the event of an **employee** starting to work or reporting to work in any day and being sent home before completing one-half (½) of the regular shift, he/she shall be paid for one-half (½) of the regular shift at the regular rate. This guaranteed minimum not to apply if it should be obvious that weather conditions are such that services will not be required on the day in question.

20.02 Standby Pay

When an employee is advised he/she is on "Standby", that is, immediately available by direct telephone contact, he/she shall be paid straight time wages in accordance with the following schedule:

Saturday and Sunday and holidays listed in Section 27.01 and 27.02 - four (4) hours per day.

All hours actually worked by "Standby" employees shall be paid at the overtime rates of this Agreement. The Employer shall make every effort consistent with proper management to divide "Standby" duty equally among qualified employees.

ARTICLE 20 - REPORTING PAY - cont'd

20.03 Call Out

Should the Employer call out any employee to work in an emergency, he/she shall be paid at the rate of one and one-half (1 ½) times the applicable hourly rate for time worked with a minimum of three (3) hours at the applicable hourly rate. If the call out is contiguous with his/her shift or within three (3) hours of the commencement of the regular shift, payment shall be at the rate of time and one-half (1 ½) for all hours prior to the regular commencement of the shift, after which hours regular shift payment shall begin.

ARTICLE 21 - RELIEVING IN OTHER GRADES

21.01 Higher Rating

When an employee is detailed to relieve in a position of higher rating for one (1) full shift he/she shall receive the starting rate applicable to the position for the entire period of relief.

21.02 Lower Rating

When employees are detailed to relieve in a position of lower rating, they shall maintain their regular rate of pay while so assigned, unless they are permanently demoted.

ARTICLE 22 - PAY DAYS

22.01 All employees shall be paid on every second Friday, and each pay shall consist of the actual basic earnings net up to and including the Friday, two (2) weeks immediately preceding the pay day plus overtime and other extra earnings, where applicable, for the same period.

ARTICLE 22 - PAY DAYS - cont'd

22.02 Pay Details

The pay envelope, salary advice or wages for all employees will show the following information:

employee wage rate;

number of hours worked, where applicable;

number of overtime hours worked;

net earnings;

all deductions taken from the gross earnings and running totals in relation to the deductions.

ARTICLE 23 - VEHICLE ALLOWANCE

23.01 Other Departments

Employees other than the Maintenance Department employees, required by the Employer to use their personal vehicles in order to carry out the business of the Employer shall receive 28.5 cents per kilometre while on the Employer's business.

The system of vehicle allowances for weekend security checks will be continued as currently implemented and agreed to.

23.02 Vehicle allowances shall be paid monthly by the Employer by the 15th day of each month, and shall consist of the total allowance for the preceding month.

23.03 On all payments for vehicle allowance, payment for the daily rate where applicable, and the distance travelled shall be indicated on the slip attached to the salary advice.

23.04 Gasoline Cost

If the average gasoline casts increase by a minimum of 1.76 cents per litre, the kilometre allowance rates in clause 23.01 and 23.02 shall be increased by one half ($\frac{1}{2}$) cent per kilometre for each 1.76 cent increase in the average cost of gasoline. The base cost for the calculation of any adjustment shall be gasoline costs at October 1, 1992. Adjustments, if applicable, will be made on the 1st of the month following presentation of the necessary documentation by the Union to the Employer.

ARTICLE 24 - TOOL ALLOWANCE

24.01 **The Employer** will replace **broken** or worn **tools** that trades **persons** are required to use in the course of their duties.

The list of specific classifications and **the tool** allowance is as follows:

Trades Classification

Plumber/Burner Mechanic,
Electrician
Motor Mechanic
Carpenter
Mason

Trades with Multiple Certificates

Plumber/Burner Mechanic,
Plumber/Gas Fitter
Instrumentation Technician

Apprentices

Plumbing, Electrical, **Carpentry**
1st year
2nd year
3rd year
4th year

24.02 The following trades will have all tools provided by **the** Board:

Fainter
Roofing **Leader**
Grounds Leader
Trades **Helper**

24.03 **The Board** will continue to provide the **necessary specialty** and power tools for all trades and continue to sharpen and set **all** saws.

ARTICLE 25 - CLOTHING ALLOWANCE

The Employer shall pay, on or before June 30th of each year, starting in 1997, each permanent employee, a clothing allowance of \$50.00 and a safety footwear allowance of \$66.76. Permanent employees on extended absences shall not be eligible to receive this allowance.

ARTICLE 26 - ANNUAL VACATIONS

26.01 (a) Vacation pay will be based on the gross earnings, including vacation pay, in the vacation year ending with the twenty-six (26) pay periods ending closest to May 1st, in accordance with the following table:

<u>Years of Service as of June 30th</u>	<u>Annual Vacation Entitlement</u>	<u>Vacation Pay</u>
Less than one (1) year's service	5/6 of one day for each month	4% of gross earnings
From one (1) to three (3) years	10 days	4% " " "
Four (4) years	15 days	6% " " "
five (5) years	16 days	6.4% " " "
Six (6) years	17 days	6.8% " " "
Seven (7) years	18 days	7.2% " " "
Eight (8) years	19 days	7.6% " " "
Nine (9) years	20 days	8.0% " " "
Ten (10) years	21 days	8.4% " " "
Eleven (11) years	22 days	8.8% " " "
Twelve (12) years	23 days	9.2% " " "
Thirteen (13) years	24 days	9.6% " " "
Fourteen (14) years	25 days	10.0% " " "
Fifteen (15) years	26 days	10.4% " " "
Sixteen (16) years	27 days	10.8% " " "
Seventeen & eighteen (17 & 18) years	28 days	11.2% " " "
Nineteen & twenty (19 & 20) years	29 days	11.6% " " "
Twenty-one & twenty-two (21 & 22)-years	30 days	12.0% " " "
Twenty-three & twenty-four (23 & 24) years	31 days	12.4% " " "
Twenty-five (25) years	32 days	12.8% " " "
26 years and over	37 days	12.8% " " "

26.02 Subject to the provisions of Section 30.01, an employee leaving the service of the Employer at any time in the vacation year before he/she has had vacation, shall be entitled to vacation with pay pro-rated in accordance with the provisions of this Article.

ARTICLE 26 - ANNUAL VACATIONS - cont'd

- 26.03 (a) Vacations **shall** be granted at such times as the Employer finds most suitable considering the wishes of the employees and the requirements of the job. Preference in choice of vacation dates shall be given to the employees on the basis of bargaining unit seniority.
- (b) Vacations may be granted to employees at other times **than** during summer vacation. The granting of such **vacations** shall be on the basis of bargaining unit seniority. **The** maximum time **allowed** for vacations other than during the summer shall **be** two **weeks** for any one custodian **and** any one cleaner.
- 26.04 Should **any** of the holidays provided for in Section 27.01, Paid Holidays, **fall** during an employee's vacation period, then such employee shall **be** entitled to an extra day's vacation with **pay**.
- 26.05 The vacation anniversary date of all employees **shall** be June 30th.
- 26.06 Transportation **employees** with more than one (1) year's seniority, **who** are not required to work during the Christmas and/or winter school holidays, or **on** a Professional Development day, shall be deemed to be taking vacations during these periods and their salary entitlement during such periods shall be limited to their **accrued** vacation entitlement.

ARTICLE 27 - PAID HOLIDAYS

- 27.01 All employees within the **scope** of this Agreement shall **be** paid a normal day's pay at the regular rate for each of the following paid holidays:
- 1) **New Year's Day**
 - 2) **Good Friday**
 - 3) **Easter Monday**
 - 4) **Victoria Day**
 - 5) **Canada Day**
 - 6) **August Civic Holiday**
 - 7) **Labour Day**
 - 8) **Thanksgiving Day**
 - 9) **Remembrance Day**
 - 10) **Christmas Day**
 - 11) **Boxing Day**
 - 12) **National Heritage Day** (if proclaimed by the **Federal** Government and declared by the Provincial Government as a **school** holiday for students)

ARTICLE 27 - PAID HOLIDAYS - cont'd

27.02 Substitution of Paid Holiday

In the event that the following paid holidays fall on a day set out below, the following schedule shall be observed by all employees except Stationary Engineers and Secondary School Custodians not scheduled to be off on the paid holiday, by allowing a day off with pay in lieu of each paid holiday:

<u>Holiday</u>	<u>Falling On</u>	<u>Day Off</u>
New Year's Day	Saturday	Friday preceding
New Year's Day	Sunday	Monday following
Canada Day	Saturday	Monday following
Canada Day	Sunday	Monday following
Remembrance Day	Saturday or Sunday	Added to employee's vacation
Christmas Day	Saturday	Friday preceding
Christmas Day	Sunday	Monday following
Boxing Day	Saturday	Monday following
Boxing Day	Sunday	Monday following
Boxing Day	Monday	Friday preceding

27.03 Working on Holidays

- (a) An employee who is regularly scheduled to work his/her normal hours of work on a Paid Holiday as listed in Section 27.01 and 27.02, shall be paid time and one-half (1 ½) for all hours worked. In addition, such employee shall be granted another day off with pay continuous with the employee's annual vacation, or at a time mutually agreed upon between the employee and the Employer.
- (b) Should the Employer call out any employee to work on a Paid Holiday during hours which would be normally considered normal hours of work should a Paid Holiday not have occurred, he/she shall be paid a minimum of three (3) hours at time and one-half (1 ½) for three (3) hours of work or less and in addition shall receive a normal day's pay as provided in this Article.
- (c) Should the Employer call out any employee to work on a Paid Holiday during hours which would be normally considered outside normal hours of work, he/she shall be paid a minimum of three (3) hours at double (2x) time for three (3) hours of work or less with no time off in lieu.

27.04 Qualify for Holiday

In order to qualify for any of the above paid holidays or have a day off with pay in lieu thereof, an employee is required to work one (1) full scheduled shift immediately preceding and one (1) full scheduled shift immediately following the holiday.

ARTICLE 27 - PAID HOLIDAYS - cont'd

27.05 Absence from Work

Where an employee is absent because of sickness, accident or ~~on~~ paid compensation, payment ~~for~~ paid holidays shall ~~be~~ made on the following basis:

- (a) If the employee has ~~less~~ than one year's seniority, payment for each paid holiday shall be made out of his/her accumulated ~~sick~~ leave.
- (b) If the employee has more than one year's seniority, the ~~first~~ four **(4)** paid holidays occurring during ~~such~~ absence shall ~~be~~ **paid**, and thereafter payment ~~for~~ each subsequent paid holiday shall ~~be~~ made out of accumulated ~~sick~~ leave.

27.06 Christmas and Winter Break

Employees who are not required to **work** during the Christmas ~~and/or~~ Winter school holiday shall ~~be~~ **paid** for all paid holidays which occur during such periods, provided that they otherwise comply with the conditions set out in Section 27.04 and subject to the conditions set ~~forth~~ in Section **27.05** of the said Agreement.

27.07 Summer Recess

Employees who are not required to work during the **summer** school holidays shall not be paid for holidays which occur during the period of **lay-off**, nor shall the provisions of Articles 8 or 15 of the said Agreement apply to such employees during ~~such~~ a period of lay-off.

27.08 Schools Open on Remembrance Day

Where a **school** is ~~open~~ for **regular** attendance by day **school** students on Remembrance Day, "a floating day" ~~will be~~ substituted. This "floating day" will be taken off during the current vacation year (i.e. July 1st - June 30th) on a day that is mutually agreeable to both the employee and the **Employer**.

27.09 Paid Holidays During Relieving

In the event of a paid holiday occurring during the time an **employee** is relieving in a higher grade, ~~he/she will be~~ **paid the higher** rate of **pay for the paid holiday** provided:

- i) ~~he/she has~~ relieved in the higher category for at least five **(5)** consecutive working days immediately preceding the holiday, and
- ii) ~~relieves~~ in the higher category ~~on~~ the first working day immediately following the holiday.

ARTICLE 28 - PENSION PLAN

28.01 The **Board** agrees to maintain and continue the present participation in the Ontario Municipal Employees Retirement System for all eligible employees,

ARTICLE 29 - RETIREMENT

29.01 Normal Retirement Age

An employee shall retire on the last day of the month in which the employee reaches sixty-five (65) years of age.

29.02 Partial Disability

An employee who becomes physically and/or mentally handicapped prior to reaching retirement age may continue to ~~be~~ employed by the Employer ~~in~~ a position and at a rate of ~~pay~~ covered under this Agreement which takes into consideration the ability and physical and ~~mental~~ condition of the employee. The employee shall ~~be placed~~ in a position without regard to Clause 13.01.

29.03 Employees retained after retirement age is reached *or* employees who **become** and remain physically **and/or** mentally handicapped prior to reaching retirement age shall **not** be eligible applicants for Job Postings.

29.04 The Employer shall discuss with the Union at Joint Consultation any employee affected under Clause(s) 29.01, 29.02 and 29.03.

29.05 Early Retirement Age

Notwithstanding Clause 29.01, an employee may retire **on** an OMERS early retirement pension.

ARTICLE 30 - TERMINATION OF EMPLOYMENT

30.01 Resignation

An **employee** may resign on giving the Employer fourteen (14) calendar days' previous notice. Where an employee fails to comply with this Article, such employees will not be entitled to **vacation** pay credits other than those provided by the Employment Standards Act.

ARTICLE 31 - **BENEFIT PLANS**

31.01 The Employer agrees to contribute on the following basis to the various benefits for employees enrolled in the Employer's group:

- (a) Employer Health Tax or equivalent - 100% of the premiums
 - i) Extended Health Care Plan or equivalent
 - Semi Private or equivalent plan - 100% of the premiums
 - 35 cent pay direct generic prescription drug plan or equivalent plan - 100% of the premiums
 - a) except where no generic substitutions are available
 - b) except where the physician specifically prescribes no substitutes
 - Vision Care & Hearing Aid Benefit Plan or equivalent plan - \$200 eyeglass coverage effective October 1, 1996 - 100% of the premiums
 - ii) Dental Plan or equivalent plan
 - 1995 O.D.A. Fee Schedule effective October 1, 1996 and 1996 O.D.A. Fee Schedule effective July 1, 1997
 - T-Plan and Rider 'B' Plan (oral surgery etc.) - 100% of the premiums
 - Rider 'C' Plan or equivalent plan - 100% of the premiums
 - iii) Life insurance and A.D.&D. Insurance - 100% of the premiums

NOTE: All temporary employees' life insurance will be fixed at \$20,000.

- (b) The Board agrees to make Optional Life Insurance available to employees to be purchased in units of \$25,000.00 to a maximum of \$200,000.00 at no cost to the Board and subject to the provisions of the carrier.
- (c) Long Term Disability

The Employer will assume the cost of administering a Long Term Disability Plan with premiums to be paid by the employee.

31.02 If an employee is not receiving any salary or wage remuneration from the Employer, then the above contributions in clause 31.01 shall not be made by the Employer, except in cases when an employee is on sick leave without pay or an apprentice is attending Trade School, in which case the provisions of clause 31.01 shall apply for a period not exceeding three (3) months in any twelve (12) month period.

31.03 Employees retiring prior to age 65 may continue in the Board's benefit plans under 31.01(a) (i) and (ii) providing they pay to the Board in advance full premium cost. Life insurance under 31.01(iii) will be 50% of the face amount of insurance prior to retirement, and may continue to age 65, and the rate to be paid by the retiree will be the group rate charged by the carrier for the applicable age classification.

ARTICLE 31 - BENEFIT PLANS - cont'd

31.04 Spouses of deceased Board employees may remain in the Board's benefit plans under 31.01 (a) (i) and (ii) for a period not **exceeding** three (3) years providing they remit to the Board in advance the full premium cost of the benefits maintained.

ARTICLE 32 - HEALTH EXAMINATION

32.01 All new employees shall **be** examined by the Employer's physician. The employee shall have the option to choose either a male or female physician. The expense of the examination shall be borne by the Employer,

ARTICLE 33 - JOINT CONSULTATION COMMITTEE

33.01 (a) The parties hereby agree to appoint a Joint Consultation Committee of four (4) employees and four (4) alternate delegates appointed by the Union and four (4) members **appointed** by the Employer it being understood that **no** more than four (4) of *the* employees appointed by the Union and four (4) of the members appointed by the Employer shall **be** **in** attendance at any meeting. Such a committee shall meet to discuss and if possible provide understanding of points of mutual interest between the parties, it being understood that such Committee shall have no right to usurp the powers of the Negotiation or Grievance Committees. The Committee shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Superintendent - Business Administration previous to each meeting to be placed on **the** agenda.

(b) All items agreed to by the parties during this **current** collective agreement shall **be** reduced to the written form and signed as a Letter of Intent. Such letters shall form an integral part of the current collective agreement.

ARTICLE 34 - ORDERS AND DIRECTIVES

34.01 Employees shall **normally** only **receive** and accept orders, **directives**, etc., issued by their immediate **supervisor** or an accredited representative of the Employer above the rank of **Supervisor - Level 1** whose duties place **him/her** directly in charge of the employees concerned. On all legal teaching days and on such other occasions as all **or** part of the building may be used by pupils, employees shall receive and carry out orders and directives as may be issued by the Principal of the school, or in **his/her** absence, the Vice-principal **or** acting Principal.

ARTICLE 35 - PRINTING OF AGREEMENT

35.01 The Employer and the Union agree that every affected employee should receive a copy of the Collective Agreement as soon as possible after the signing of the **Agreement**, therefore, the parties hereto agree to alternate the cost of printing the Collective Agreement in **booklet form** within thirty (30) days **following** the signing of the **Collective Agreement** and further that every effort **be** made so that **every** affected employee will receive a copy of the Collective Agreement within forty-five (45) days of the date **of** the signing of the Agreement.

ARTICLE 36 - CONTRACT LANGUAGE

36.01 it is understood and agreed between the parties that the official contract language for this Agreement shall **be** the English language.

ARTICLE 37 - SCHEDULES

37.01 Attached hereto and forming an integral part of this Agreement are the **following** Schedules:


Schedule "A" • Cumulative Sick Leave and Retirement Gratuity System

Schedule "B" • Classifications and Wage Rates

ARTICLE 38 - VALIDITY OF THE AGREEMENT

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

ARTICLE 39 - TERM OF AGREEMENT

 39.01 This **agreement** shall be in effect from the 1st **day** of **April, 1996** and shall remain in ~~effect until the 30th day of June, 1998 and unless either party gives~~ to the other party a written notice of termination or **a** desire to amend this **Agreement** as set forth in Section 39.02, ~~then~~ it shall continue in effect for a further year without **change** and **so** on from year to **year** thereafter.

39.02 Notice that amendments are requested or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement, or any anniversary date of such expiration date.

39.03 **If** notice of amendments or termination is given by either party, the parties shall meet for the purpose of negotiations at the earliest mutually agreeable date prior to the expiration date **of this** Agreement.

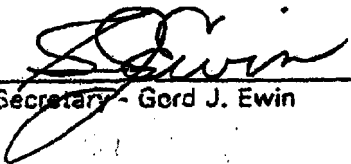
IN WITNESS HEREOF: The parties hereto have hereunto set their hands and seals *this*

6th day of SEPTEMBER, 1996.

SIGNED ON BEHALF OF:

THE SUDBURY BOARD OF EDUCATION


Chairperson - Ernie Checkeris


Secretary - Gord J. Ewin

SIGNED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 895, C.L.C.


President - Ron Dunlop


Staff Representative - F. Kallonen


Representative - R. Cullens


Representative - S. Katarincic


Representative - N. Frappier

THE SUDBURY BOARD OF EDUCATION

SCHEDULE "A"

CUMULATIVE SICK LEAVE & RETIREMENT GRATUITY SYSTEM

GENERAL

1. Pursuant to Section 155 of the Education Act, Revised Statutes of Ontario, 1980 Chapter 129 and subsequent amendments, a sick leave credit system is hereby continued for every employee eligible under subsection (5) hereof, and, subject to the final authority of the Employer, the administration of the system be vested in the Employer.
2. The Employer shall have power to do and perform all things necessary for the conduct of the sick leave credit system.
3. The Employer shall keep a register or registers in which shall be entered the credits, the accumulated credits, and the deductions therefrom.
4. In case of dispute with respect to credits or deductions therefrom under this system, the decision of the Employer shall be final.
5. The classes of employees under the sick leave credit system shall be all eligible employees of the Employer who have completed their probationary period of employment in the Custodial, Maintenance and Transportation Departments.
6. (a) The cumulative sick leave anniversary date for eligible employees shall be June 30 each year. Each eligible employee shall be entitled to have one hundred (100%) percent of the unused portion of annual sick leave of twenty-four (24) days transferred to accumulated sick leave credits on June 30 of each year: provided that such accumulated sick leave credits shall not exceed a maximum of two hundred and sixty (260) days, except that where the employee reaches twenty-five (25) years' seniority with the Employer, he/she may continue to accumulate sick leave credits up to a maximum of three hundred and fifty (350) days.
--
if, because of absence, an employee's cumulative sick leave credit has been reduced, it may be built up again in subsequent years to the above maximums.
- (b) When an employee becomes eligible to participate in the plan, he/she will be granted sick leave entitlement prorated at the rate of two (2) days per month for each complete month of service between his/her starting date and June 30.

SCHEDULE 'A' - cont'd

GENERAL - cont'd

6. (c) As long as an employee is receiving sick leave payments from the Employer, the provisions set out in Article 28 - Pension Plans and Article 31 - Benefit Plans shall continue on behalf of the employee.
- (d) Where an employee is on unpaid leave of absence in excess of **twenty-two (22)** working days in **the 12-month** period from July 1 to June 30 following, **he/she** will not accumulate service for the purposes of sick leave **benefit** during the period of absence. Annual **sick** leave entitlement will **be** reduced proportionately to the ratio that actual service **bears** to twelve (12) months.
- (e) Sick leave payment shall not be **made for sick** days occurring during **an employee's** vacation period **unless** the employee is hospitalized and provides proof of admission.

DEDUCTIONS

7. (a) Employees will not **be** compensated for the first two (2) days of illness on the third (3rd) **and** succeeding period short-term absence on sick **leave** of two (2) days or **less, in** any one (1) year of employment commencing July 1st, except where the employee has been hospitalized or where **he/she provides** a physician's certificate. After three (3) consecutive **days absence caused by** sickness, no leave with pay shall be allowed unless a certificate of a physician or a licentiate of dental surgery is furnished to the appropriate **Manager** certifying to the inability of the employee to attend to **his/her** duties.
- (b) Part-time employees shall not be paid compensation for **the** first three (3) days of sickness in the third (3rd) and succeeding period of absence from work on sick leave in **any** one (1) year of employment commencing July 1st, except where the employee has been hospitalized or where **he/she** provides a physician's certificate.
- (c) Notwithstanding subsection (a), the Employer may require **an** employee to submit a certificate required thereunder for a period of absence of **less than** three (3) consecutive days.

SCHEDULE 'A' - cont'd

GENERAL - cont'd

8. In cases where the absence is due to an accident ~~compensable~~ under the Workers' Compensation Act or covered under any other ~~type~~ of accident insurance, the premiums for which are paid by the Employer, the period of absence charged against the employee's sick leave credit shall ~~be~~ reduced to give effect to the compensation received by the Board on behalf of the employee.
9. An eligible employee who is on staff at date of ratification of this agreement ~~who~~ retires ~~or~~ resigns with a minimum of twenty (20) years of service or who retires under the Ontario Municipal Employees Retirement System or because of age under Article 29.00 or for reasons of disability as certified by a qualified medical practitioner, and ~~who has~~ a minimum of ten (10) years' ~~consecutive service~~ with the Board, shall be paid a gratuity calculated as follows:

Employees hired after March 29, 1993 will not be eligible for a retirement gratuity.

- (a) Each eligible employee at retirement will be granted a gratuity calculated as follows: fifty percent (50%) of the number of days sick leave to his/her credit multiplied by the per diem salary rate - the per diem salary rate being one-tenth (1/10th) of the ~~bi-weekly~~ salary rate at time of retirement. Under no circumstances shall the maximum retirement gratuity exceed the employee's gross earning during the six (6) months immediately preceding retirement.
- (b) In the event of the death of an employee ~~either~~ before or after retirement ~~but~~ before recovering the full benefits of the accumulated sick leave as provided under subsection (a), such remaining benefits shall ~~be~~ paid to his/her estate.
- (c) All benefits provided under subsection (a) shall be paid in full within one (1) year after retirement, or as arranged to the mutual satisfaction of the employee and the Employer.

ANNUAL STATEMENT OF CREDITS

10. A statement of Cumulative Sick Leave Credits will be issued annually to each employee during the month of September, indicating the credits as of June 30th immediately preceding. Errors ~~or~~ omissions, if any, are to be reported in writing to the Manager of Human Resources prior to December 30th, of the current year.

SCHEDULE "B"

CLASSIFICATIONS AND WAGE RATES

PART 1 - MAINTENANCE SECTION

<u>CLASSIFICATION</u>	<u>HOURLY RATE EFF. OCT. 1/96</u> \$	<u>HOURLY RATE EFF. JULY 1/97</u> \$
<u>GROUP "A"</u>		
Maintenance Coordinating Leader	21.90	22.12
Project Leader	20.96	21.17
<u>GROUP "B"</u>		
This group shall consist of tradespersons requiring a Government Certificate in order to discharge their duties.		
Plumber, Electrician, Burner Mechanic, Motor Mechanic, Carpenter, Instrumentation Technician	20.72	20.93
<u>GROUP "C"</u>		
This group shall consist of skilled tradespersons not requiring a certificate from a Department of the Government of Ontario		
Employees in this group who have a valid certificate in any of the Trades in Group "C" will be paid the allowance(s) outlined in "additional certificates where required".		
Maintenance Mechanic, Painter Leader, Mason	19.78	19.98

SCHEDULE "B"

CLASSIFICATIONS AND WAGE RATES

PART 1 - MAINTENANCE SECTION

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u> <u>EFF. OCT 1/96</u> \$	<u>HOURLY RATE</u> <u>EFF. JULY 1/97</u> \$
<u>Certificate Allowance</u>		
A certificate allowance will be paid to tradespersons in groups A, B, C for additional certificates issued by the Province of Ontario, and required by the Employer for the employee to discharge his/her duties.	0.49	0.50
<u>GROUP "D"</u>		
Painter	16.80	16.97
Spray Painter	17.46	17.63
Glazier	16.80	16.97
Horticulturalist	17.46	17.63
Roofing Leader	17.46	17.63
Helpers while engaged in or helping with spray painting	0.54	0.55
<u>GROUP "E"</u>		
Shop Clerk	16.80	16.97
Material Clerk	16.80	16.97
Assistant Shop Clerk	14.90	15.05

SCHEDULE "B"

CLASSIFICATIONS AND WAGE RATES

PART 1 - MAINTENANCE SECTION

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u> <u>EFF. OCT. 1/96</u> \$	<u>HOURLY RATE</u> <u>EFF. JULY 1/97</u> \$
<u>GROUP "F"</u>		
Truck Driver	16.46	16.62
Tractor Driver	16.46	16.62
Grounds Leader	16.71	16.88
Labour Leader	16.46	16.62
 <u>GROUP "G"</u>		
Trades Helper		
** 1st year	14.76	14.91
2nd year	15.57	15.73
3rd year	16.46	16.62
Shop Utility Worker	14.52	14.67
Labourer	14.32	14.46

Student - \$8.00 per hour effective September 1, 1996 for the duration of this agreement.

All casual employees other than students - \$11.00 per hour effective September 1, 1996 for the duration of this agreement.

** To qualify for Trades Helper rate, the employee must have performed one year of service in the Labourer's classification assisting in and performing minor phases of a specific trade.

SCHEDULE "B"

CLASSIFICATIONS AND WAGE RATES

PART 1 - MAINTENANCE SECTION

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u> <u>EFF. OCT. 1/96</u> \$	<u>HOURLY RATE</u> <u>EFF. JULY 1/97</u> \$
<u>GROUP "H" (i) - ASSISTANT PLUMBER</u> <u>& ELECTRICIAN</u>		
1st period - Labourer's Rate	14.32	14.46
2nd period - Mid-point between 1st & 3rd	14.41	14.55
3rd period - 70%	14.50	14.65
4th period - 80%	16.57	16.74
5th period - 90%	18.64	18.83
<u>GROUP "H" (ii) - APPRENTICE CARPENTER</u>		
1st period - Labourer's Rate	14.32	14.46
2nd period - Mid-point between 1st & 3rd	14.76	14.91
3rd period - 73.36%	15.20	15.35
4th period - 80%	16.57	16.74

SCHEDULE "B"

CLASSIFICATIONS AND WAGE RATES

PART 2 - CUSTODIAL SECTION

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u> <u>EFF. OCT. 1/96</u> \$	<u>HOURLY RATE</u> <u>EFF. JULY 1/97</u> \$
<u>Group A - Elementary Schools</u>		
Custodian - "A" School		
- Probationary	16.83	17.00
- 1st year	17.43	17.60
- 2nd year	18.06	18.24
Custodian - "B" School		
- Probationary	16.35	16.51
- 1st year	16.97	17.14
- 2nd year	17.58	17.76
Custodian - "C" School		
- Probationary	16.00	16.16
- 1st year	16.60	16.77
- 2nd year	17.22	17.39
Custodian (Elementary)		
- Probationary	15.82	15.98
- 1st year	16.43	16.59
- 2nd year	17.05	17.22
Cleaner	15.12	15.27

SCHEDULE "B"

CLASSIFICATIONS AND WAGE RATES

PART 2 - CUSTODIAL SECTION

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u> <u>EFF. OCT. 1/96</u> \$	<u>HOURLY RATE</u> <u>EFF. JULY 1/97</u> \$
<u>Group B - Secondary Schools</u>		
Head Stationary Engineer		
- Probationary	16.27	16.43
- 1st year	16.88	17.05
- 2nd year	17.50	17.68
Stationary Engineer		
- Probationary	15.82	15.98
- 1st year	16.43	16.59
- 2nd year	17.05	17.22
Custodian (Secondary)		
- Probationary	14.35	14.49
- 1st year	14.97	15.12
- 2nd year	15.59	15.75
Cleaner	15.12	15.27
<u>Group C</u>		
Office Custodian		
- Probationary	15.99	16.15
- 1st year	16.60	16.77
- 2nd year	17.22	17.39

.Student - \$8.00 per hour effective September 1, 1996 for the duration of this agreement.

All casual employees other than students - \$11.00 per hour effective September 1, 1996 for the duration of this agreement.

Definitions

"A" Elementary School - floor area in use exceeds 25,500 sq. ft.

"B" Elementary School - floor area in use is between 12,0000 sq. ft. and 25,500 sq. ft.

"C" Elementary School - floor area in use is *less* than 12,000 sq. ft.

SCHEDULE "B"

CLASSIFICATIONS AND WAGE RATES

PART 3 - TRANSPORTATION SECTION

<u>CLASSIFICATION</u>	<u>HOURLY RATE EFF. OCT. 1/96</u>	<u>HOURLY RATE EFF. JULY 1/97</u>
	\$	\$
1. Motor Mechanic	20.72	20.93
Mechanic Helper - 1st yr	15.89	16.05
- 2nd yr	16.72	16.89
- 3rd yr	17.59	17.77
Bus Driver - Full-time	15.88	16.04
- Part-time (per run)	24.97	25.22
Additional certificates where required	0.49	0.50

NEW CLASSIFICATION

When a classification not covered in Schedule "B" is established during the term of this Agreement, the rate of pay shall be set by the Employer in accordance with comparable rates in the Agreement after referring the *matter for resolution* by the Joint Consultation Committee. The new rates shall become retroactive to the time the position was first **filled** by an employee.

GENERAL

ALL SECTIONS AND CLASSIFICATIONS

Changes in salary for number of years' **service** will be made to coincide with the hiring and **anniversary** date of the employee.

LETTER OF INTENT

DAY MATRON

Employees who were in the Day Matron classification June 30, 1988 will continue to receive uniforms based on the previous allotment of 2 pant suits per employee in the Day Matron classification.

LETTER OF INTENT

JOINT CONSULTATION

Effective July 1, 1992 to June 30, 1994

RE: Custodial Relief/Replacement

Employees for this custodial relief assignment will be identified in accordance with the following sequence:

- (a)** that permanent in-school cleaners are offered the replacement duty first,
- (b)** that permanent employees (elementary cleaners, secondary cleaners and custodians) with their names on the list of temporary custodial replacement and not currently assigned to a temporary custodial position, are offered this replacement duty secondly,
- (c)** **that** the temporary employees, after exhausting the above, should then **be** offered this replacement duty,
- (d)** then finally **casual** employees could be utilized.
- (e)** However, none of **the** above should prevent the temporary posting procedure as **is** outlined in Article 13.00 of the contract.

LETTER OF INTENT

The parties agree to establish a committee to review various cost saving proposals of the Union via in sourcing. This committee will report, with recommendations, to the Board's Negotiating Committee by January 31, 1997.

**PART XI
PREGNANCY AND PARENTAL LEAVE**

**PARTIE XI
CONGÉ DE MATERNITÉ ET CONGÉ
PARENTAL**

Definitions

34. In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own; ("parent")

"parental leave" means a leave of absence under subsection 38 (1); ("congé parental")

"pregnancy leave" means a leave of absence under subsection 35 (1). ("congé de maternité") R.S.O. 1990, c. E.14, s. 34.

Pregnancy leave

35. (1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay. R.S.O. 1990, c. E.14, s. 35 (1); 1993, c. 27, Sched.

When leave may begin

(2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

Notice

(3) The employee must give the employer,

(a) at least two weeks written notice of the date the leave is to begin; and

(b) a certificate from a legally qualified medical practitioner stating the expected birth date. R.S.O. 1990, c. E.14, s. 35 (2,3).

Special circumstances

36. (1) Subsection 35 (3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.

Notice in special circumstances

(2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer,

(a) written notice of the date the pregnancy leave began or is to begin; and

(b) a certificate from a legally qualified medical practitioner that,

(i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or

(ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth. R.S.O. 1990, c. E.14, s. 36.

Définitions

34. Les définitions qui suivent s'appliquent à la présente partie.

«congé de maternité» Congé prévu au paragraphe 35 (1). («pregnancy leave»)

«congé parental» Congé prévu au paragraphe 38 (1) («parental leave»)

«parent» S'entend en outre d'une personne auprès de qui un enfant est placé en vue de son adoption et d'une personne qui vit une relation assez permanente avec le parent d'un enfant et qui a l'intention de traiter l'enfant comme le sien. («parent») L.R.O. 1990, chap. E.14, art. 34.

Congé de maternité

35. (1) L'employée enceinte qui a commencé à être employée par son employeur au moins treize semaines avant la date prévue de la naissance a droit à un congé non payé. L.R.O. 1990, chap. E.14, par. 35 (1); 1993, chap. 27, annexe.

Début du congé

(2) L'employée peut prendre son congé de maternité au plus tôt dix-sept semaines avant la date prévue de la naissance.

Préavis

(3) L'employée doit donner à l'employeur :

a) un préavis écrit d'au moins deux semaines de la date où le congé doit débuter;

b) un certificat d'un médecin dûment qualifié indiquant la date prévue de la naissance. L.R.O. 1990, chap. E.14, par. 35 (2) et (3).

Circonstances particulières

36. (1) Le paragraphe 35 (3) ne s'applique pas lorsqu'une employée cesse de travailler en raison de complications dues à sa grossesse ou d'une naissance, d'une mortinaissance ou d'une fausse couche qui se produit avant la date où l'employée devait accoucher.

Avis dans des circonstances particulières

(2) L'employée visée au paragraphe (1) doit, dans les deux semaines après qu'elle a cessé de travailler, donner à l'employeur :

a) un avis écrit de la date où son congé de maternité a débuté ou doit débuter;

b) un certificat d'un médecin dûment qualifié indiquant :

(i) lorsque l'employée cesse de travailler en raison de complications dues à sa grossesse, que celle-ci est incapable d'accomplir ses fonctions pour la raison précitée ainsi que la date prévue de la naissance,

(ii) dans les autres cas, la date de la naissance, de la mortinaissance ou de la fausse couche ainsi que la date où l'employée devait accoucher. L.R.O. 1990, chap. E.14, art. 36.

End of pregnancy leave if parental leave available	37. (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.	37. (1) Le congé de maternité d'une employée qui a droit à un congé parental prend fin dix-sept semaines après qu'il a débuté.	Fin du congé de maternité et un congé parental est prévu
End of pregnancy leave if parental leave not available	(2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.	(2) Le congé de maternité d'une employée qui n'a pas droit à un congé parental prend fin dix-sept semaines après qu'il a débuté ou, si ce jour tombe après, six semaines après la naissance, la mortinaissance ou la fausse couche.	Fin du congé de maternité si un congé parental est exclu
End of pregnancy leave on employee notice	(3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day. R.S.O. 1990, c. E.14, s. 37.	(3) Le congé de maternité d'une employée prend fin plus tôt que le jour prévu au paragraphe (1) ou (2) si l'employée en avise l'employeur par écrit au moins quatre semaines avant cette nouvelle date. L.R.O. 1990, chap. E.14, art. 37.	Fin du congé de maternité sur préavis de l'employée
Parental leave	38. (1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following:	38. (1) L'employé qui est employé par son employeur depuis au moins treize semaines et qui est le parent d'un enfant a droit à un congé parental non payé à la suite :	Congé 172 -9
	(a) the birth of the child; or	a) soit de la naissance de l'enfant;	
	(b) the coming of the child into the custody, care and control of a parent for the first time. R.S.O. 1990, c. E.14, s. 38 ¶ 1993, c. 27, Sched.	b) soit de la venue de l'enfant sous la garde, les soins et la surveillance d'un parent pour la première fois. L.R.O. 1990, chap. E.14, par. 38 (1); 1993, chap. 27, annexe.	
Restriction on when leave may begin	(2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.	(2) Le congé parental ne peut débuter plus de trente-cinq semaines après le jour de la naissance de l'enfant ou de sa venue sous la garde, les soins et la surveillance d'un parent pour la première fois.	Restriction quant au début du congé
When mother's parental leave may begin	(3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.	(3) Le congé parental d'une employée qui prend un congé de maternité doit débuter dès la fin du congé de maternité à moins que l'enfant ne soit pas encore venu sous la garde, les soins et la surveillance d'un parent pour la première fois.	Début du congé parental de la mère
Note:	(4) The employee must give the employer at least two weeks written notice of the date the leave is to begin. R.S.O. 1990, c. E.14, s. 38 (2-4).	(4) L'employé doit aviser l'employeur par écrit de la date où le congé doit débuter au moins deux semaines avant celle-ci. L.R.O. 1990, chap. E.14, par. 38 (2) à (4).	Préavis
Special circumstances	39. (1) Subsection 38 (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.	39. (1) Le paragraphe 38 (4) ne s'applique pas lorsqu'un employé qui est le parent d'un enfant cesse de travailler du fait que l'enfant vient plus tôt que prévu sous la garde, les soins et la surveillance d'un parent pour la première fois.	Circonstances particulières
When leave in special circumstances begins	(2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.	(2) Le congé parental de l'employé visé au paragraphe (1) débute le jour où l'employé cesse de travailler.	Début du congé dans des circonstances particulières
Notice	(3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working. R.S.O. 1990, c. E.14, s. 39.	(3) L'employé visé au paragraphe (1) doit, dans les deux semaines après qu'il a cessé de travailler, aviser l'employeur par écrit de son intention de prendre congé. L.R.O. 1990, chap. E.14, art. 39.	Avis
End of parental leave	40. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day. R.S.O. 1990, c. E.14, s. 40.	40. Le congé parental prend fin dix-huit semaines après qu'il a débuté, ou plus tôt si l'employé en avise l'employeur par écrit au moins quatre semaines avant cette nouvelle date. L.R.O. 1990, chap. E.14, art. 40.	Fin du congé parental

Change of notice to begin leave

41. (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice.

- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.

Change of notice to end leave

(2) An employee who has given notice to end leave may change the notice.

- (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end. R.S.O. 1990, c. E.14, s. 41.

Rights during leave

42. (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

Benefit plans

(2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

Employer contributions

(3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

Seniority

(4) Seniority continues to accrue during pregnancy leave or parental leave. R.S.O. 1990, c. E.14, s. 42.

Reinstatement

43. (1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

Reinstatement where employer's operations have been suspended, etc.

(2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

41. (1) L'employé qui a donné un préavis de début de congé de maternité ou de congé parental peut modifier le préavis en indiquant une nouvelle date :

- a) soit antérieure s'il en avise l'employeur par écrit au moins deux semaines avant cette nouvelle date;
- b) soit ultérieure s'il en avise l'employeur par écrit au moins deux semaines avant la date où le congé devait débiter.

(2) L'employé qui a donné un préavis de fin de congé peut modifier le préavis en indiquant une nouvelle date :

- a) soit antérieure s'il en avise l'employeur par écrit au moins quatre semaines avant cette nouvelle date;
- b) soit ultérieure s'il en avise l'employeur par écrit au moins quatre semaines avant la date où le congé devait prendre fin. L.R.O. 1990, chap. E.14, art. 41.

42. (1) Pendant un congé de maternité ou un congé parental, l'employé continue de participer à chaque genre de régime d'avantages sociaux visé au paragraphe (2) qui se rapporte à son emploi à moins qu'il ne choisisse par écrit de ne pas le faire.

(2) Pour l'application du paragraphe (1), les genres de régimes visés sont les régimes de retraite, les régimes d'assurance-vie, les régimes d'assurance en cas de décès accidentel, les régimes d'assurance-santé complémentaire, les régimes d'assurance dentaire et les autres genres de régimes d'avantages sociaux qui sont prescrits.

(3) Pendant le congé de maternité ou le congé parental d'un employé, l'employeur continue de verser les cotisations de l'employeur à l'égard de tout régime visé au paragraphe (2) & moins que l'employé ne l'avise par écrit de son intention de ne pas payer les cotisations de l'employé, le cas échéant.

(4) L'ancienneté continue de s'accumuler pendant un congé de maternité ou un congé parental. L.R.O. 1990, chap. E.14, art. 42.

43. (1) L'employeur d'un employé qui a pris un congé parental ou un congé de maternité réintègre celui-ci à la fin du congé dans les fonctions les plus récentes qu'il exerçait ou, si elles n'existent plus, dans des fonctions comparables.

(2) Si les activités de l'employeur ont été suspendues ou interrompues pendant le congé de l'employé et qu'elles n'ont pas repris à la fin du congé, l'employeur, lorsque les activités reprennent, réintègre l'employé conformément au système d'ancienneté ou à l'usage établi par l'employeur, s'il y a lieu.

Wages

(3) The employer shall pay a reinstated employee wages that are at least equal to the greater of.

- (a) the wages the employee was most recently paid by the employer; or
- (b) the wages that the employee would be earning had the employee worked throughout the leave. R.S.O. 1990, c. E.14, s. 43.

(3) L'employeur verse à l'employé réintégré un salaire au moins égal au plus élevé des deux montants suivants :

- a) le salaire le plus récent que lui versait l'employeur;
- b) le salaire que l'employé gagnerait s'il avait travaillé pendant toute la durée du congé. L.R.O. 1990, chap. E.14, art. 43.

So discipline, etc. leave

44. An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave. R.S.O. 1990, c. E.14, s. 44.

44. Nul employeur ne doit intimider, suspendre, mettre à pied ou congédier un employé ni lui imposer une peine disciplinaire ou prendre des sanctions à son égard du fait que celui-ci est ou deviendra admissible à un congé de maternité ou à un congé parental ou du fait qu'il a l'intention de le prendre ou qu'il le prend. L.R.O. 1990, chap. E.14, art. 44.

Aucune peine disciplinaire en raison d'un congé

Employment standards officer may make order

45. Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what the employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee. R.S.O. 1990, c. E.14, s. 45.

45. Si un employeur ne se conforme pas aux dispositions de la présente partie, un agent des normes d'emploi peut, par ordonnance, déterminer ce que l'employeur doit faire ou ce qu'il doit s'abstenir de faire afin de se conformer à la présente partie et il peut fixer l'indemnité que l'employeur doit verser au directeur en fiducie pour le compte de l'employé. L.R.O. 1990, chap. E.14, art. 45.

Ordonnance d'agent des normes d'emploi

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